

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 81237

This is to certify that: RIO LLC
PO BOX 2330
EAGLE, ID 83616

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
65-2590E	WR/DECREED	4/19/1954	0.200 cfs	45.0 af	N/A	10.0	PAYETTE RIVER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
65-2590E	YES	YES	NO	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
65-2590E	65-23695	0.100 cfs	22.5 af	N/A	5.0	65-2590E	0.100 cfs	22.5 af	N/A	5.0
COMBINED TOTALS		0.100 cfs	22.5 af	N/A	5.0		0.100 cfs	22.5 af	N/A	5.0

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 22nd day of May, 2017.


Chief, Water Allocation Bureau

SUPPORT DATA

IN FILE # 65-2590E

Transfer No. 81237

WATER RIGHT NO. 65-2590E
As Modified by Transfer No. 81237

In accordance with the approval of Transfer No. 81237, Water Right No. 65-2590E is now described as follows:

Right Holder: JAMES E PETERSON
 PETERSON FAMILY TRUST
 JUDITH ANN PETERSON
 11725 N HWY 52
 HORSESHOE BEND, ID 83629

Priority Date: 4/19/1954

Source: PAYETTE RIVER

Tributary: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	04/01	to 11/01	0.100 cfs	22.5 af
			0.100 cfs	22.5 af

LOCATION OF POINT(S) OF DIVERSION

PAYETTE RIVER L1 (SWSE) Sec 24 Twp 07N Rge 01E GEM County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	01E	24															5.0		5.0
																	L 1		

POU Total Acres: 5.0

CONDITIONS OF APPROVAL

1. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 9/30/2002.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
4. When water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Payette River Rental Pool, or shall otherwise mitigate the depletion of water caused by this water use.

Transfer No. 81237

WATER RIGHT NO. 65-2590E
As Modified by Transfer No. 81237

CONDITIONS OF APPROVAL

5. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. The right holder shall accomplish the change authorized by transfer 69909 within one (1) year of the date of that approval, or 9/30/03.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.



WATER RIGHT NO. 65-23695
As Modified by Transfer No. 81237

In accordance with the approval of Transfer No. 81237, Water Right No. 65-23695 is now described as follows:

Right Holder: RIO LLC
 PO BOX 2330
 EAGLE, ID 83616

Priority Date: 4/19/1954

Source: PAYETTE RIVER **Tributary:** SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	04/01	to 11/01	0.100 cfs	22.5 af
			0.100 cfs	22.5 af

LOCATION OF POINT(S) OF DIVERSION

PAYETTE RIVER L1 (SWSE) Sec 24 Twp 07N Rge 01E GEM County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	01E	24															5.0		5.0

POU Total Acres: 5.0

CONDITIONS OF APPROVAL

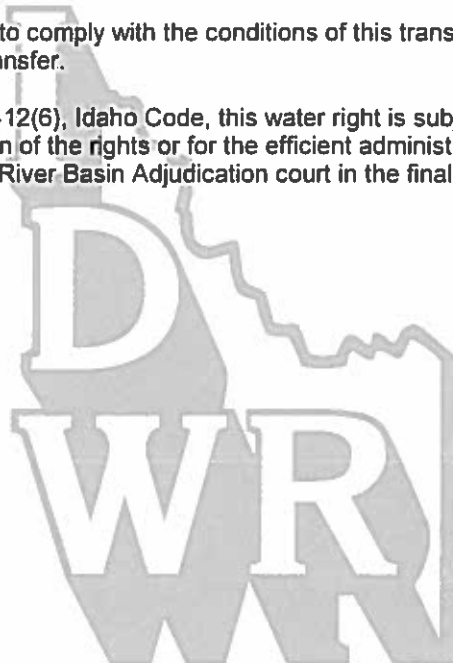
1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
3. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
4. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 9/30/2002.

Transfer No. 81237

WATER RIGHT NO. 65-23695
As Modified by Transfer No. 81237

CONDITIONS OF APPROVAL

5. When water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Payette River Rental Pool, or shall otherwise mitigate the depletion of water caused by this water use.
6. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.



State of Idaho
Department of Water Resources
Attachment to Transfer No. 81237
65-2590E and 65-23695

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



-  65-23695 Point of Diversion
-  65-2590E Point of Diversion
-  65-23695 Place of Use
-  65-2590E Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.045 0.09 0.18 Miles



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 28 2016 ✓ DE

WATER RESOURCES
DIVISION REGION

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☒ Ownership change ☒ Ownership split

1. APPLICANT(S) RIO LLC Phone 208-858-4098

2. MAILING ADDRESS P.O. Box 2330 City Eagle

State ID Zip 83616 Email debbi@cascaderaft.com

- ☒ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.

- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.

- ☒ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 65-2590E

- ☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. TOTAL AMOUNT OF WATER transferred is .1 cubic feet per second and/or 22.5 acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, *Water Right Transfers, Online Resources*.

[illegible]

8 1 2 3 7

6. GENERAL INFORMATION

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

lock electrical shut-off
25 horse power pump to uptake and delivery

- b. Who owns the property at the point(s) of diversion? RIO LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** - ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. The *Map Tool*, available at maps.idwr.idaho.gov/Transfer/ApplicationLayouts/ provides a satisfactory template for creating the required map.

8. **SIGNATURE** - The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Jon Long
Signature of applicant or authorized agent

Tom Long
Print name and title if applicable

9-28-16
Date

Deborah L. Long
Signature of applicant or authorized agent

Deborah L. Long
Print name and title if applicable

9-28-16
Date

9. **FEE** - ☐ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The Fee Schedule is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the Application for Transfer Instructions.

FOR DEPARTMENT USE ONLY

Transfer includes 5 pages of attachments.

Received by CS

Date 9/28/16

Fee paid \$300⁰⁰ Date 9/28/16

Received by CS

Receipt # W044670

Preliminary review by P. Kelly

Date 1-4-2017

Active in the Water Supply Bank? Yes ☐ No ☒

W-9 received? Yes ☐ No ☐ Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 - confidential information is held by fiscal only)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

9/28/2016

Water Right 65-2590E

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES E PETERSON 11725 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3786
Current Owner	PETERSON FAMILY TRUST 11725 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3786
Current Owner	JUDITH ANN PETERSON 11725 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3786
Original Owner	AVIS V GOSLIN RT 1 BOX 73 HORSESHOE BEND, ID 83629
Original Owner	BEN R GOSLIN RT 1 BOX 73 HORSESHOE BEND, ID 83629
Original Owner	MONTGOMERY TRUST R P MONTGOMERY TRUSTEE 106 MOUNTAIN VIEW DR HORSESHOE BEND, ID 83629 (208)584-3791
Original Owner	MONTGOMERY TRUST S J MONTGOMERY TRUSTEE 11800 N HWY 52 HORSESHOE BEND, ID 83629 (208)584-3791
Original Owner	BOBBY F JENKINS PO BOX 1137 NORTH FORK, ID 83466 (208)865-2442

Priority Date: 4/19/1954

Basis: Decreed

Status: Active

Source
PAYETTE RIVER

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
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IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

9/28/2016

IRRIGATION	04/01	11/01	0.200 CFS	45.0 AF
	<u>Total Diversion</u>		0.200 CFS	45.0 AF

Source and Point(s) of Diversion

PAYETTE RIVER L1(SWSE) Sec. 24, Twp 07N, Rge 01E, GEM County

Place Of Use

IRRIGATION within GEM County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	01E	24															10.0		10.0
																	L1		

POU Total Acres: 10.0

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 11/1 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
5. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval or 9/30/03.
6. X23 When water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Payette River Rental Pool, or shall otherwise mitigate the depletion of water caused by this water use.
7. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 65.
8. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Comments:

1. lharris 10/1/2002 Transfer 69909
This right was amended per Transfer 69909 approved 9/30/02.
2. mciscell 3/10/2011 POD
Updated Shape

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

9/28/2016

3. mciscell 4/5/2011 POD
Updated Shape

Dates and Other Information

Decreed Date: 4/7/2003
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 65
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

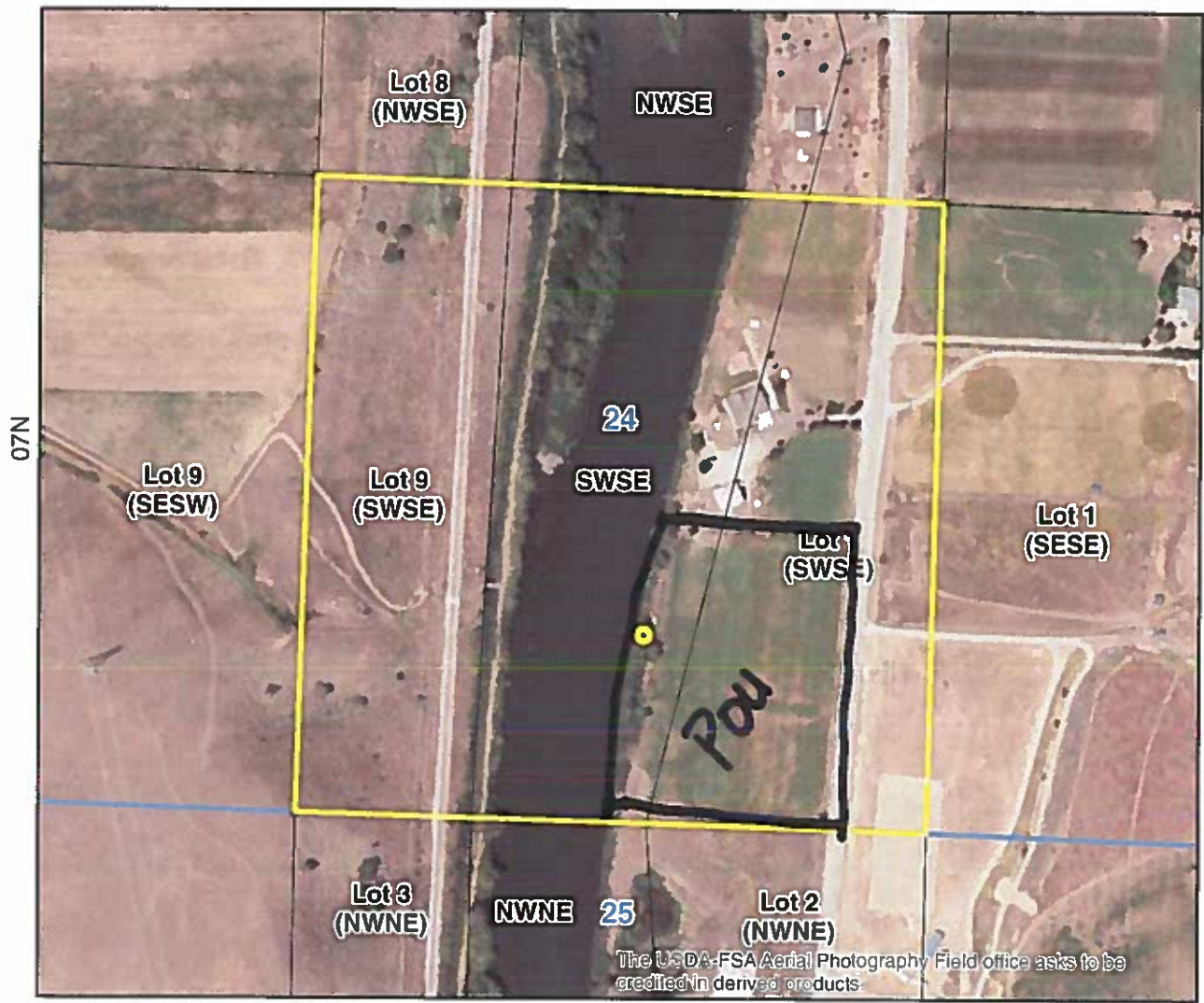
No. W 911	Due no later than Feb 29, 2016 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. RIO LTD. CO. TOM LONG P.O. BOX 2330 EAGLE ID 83616		TOM LONG 7050 HWY 55 HORSESHOE BEND ID 83629			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	TOM LONG	PO BOX 2330	EAGLE	ID	USA	83616
MEMBER	DEBORAH L LONG	PO BOX 2330	EAGLE	ID	USA	83616
5. Organized Under the Laws of: ID W 911		6. Annual Report must be signed.* Signature: Deborah Long Name (type or print): Deborah Long Date: 01/22/2016 Title: admin				
Processed 01/22/2016		* Electronically provided signatures are accepted as original signatures.				

81237

State of Idaho
Department of Water Resources
Attachment to Water Right License
65-2590E

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections



81237



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

Q1231

RECEIVED 4-13-2017



RECEIVED

APR 13 2017

WATER RESOURCES
WESTERN REGION

Deed of Trust

Order No. 16277378

This deed of trust, dated 9/1/2016 between RIO, LLC, an Idaho Limited Liability Company, herein called Grantor, whose address is P.O. Box 2330, Eagle, ID 83616, and TitleOne Corporation, herein called Trustee, and Judith A. Peterson, a married woman, as her sole and separate property, herein called Beneficiary, whose address is 11725 N Highway 52, Horseshoe Bend, ID 83629.

Witnesseth that Grantor does hereby irrevocably grant, bargain, sell, and convey to Trustee, in trust with power of sale, that property in the county of Gem, Idaho, described as follows, and containing not more than eighty acres:

See Attached Exhibit A

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of On hundred forty nine thousand nine hundred sixty four and 46/100 (\$149,964.46), with final payment due September 1, 2028 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under a fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses, of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay

each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability, therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto.'
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. IF ALL OR ANY PART OF THE SUBJECT REAL PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE

AS PROVIDED BY ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS DEED OF TRUST AND THE NOTE.

7. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such costs, fees and expenses, of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
8. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
9. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

RIO, LLC, an Idaho Limited Liability Company



Tom Long, Member



Deborah L. Long, Member

SELLERS:

JUDITH A. PEARSON

STATE OF IDAHO

County of Ada

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared JUDITH A. PETERSON, known or identified to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate above written.

Notary Public in and for Idaho
Residing at Boise, Idaho
My commission expires _____

BUYERS:

RIO LLC

STATE OF IDAHO

County of Ada

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared JUDITH A. PETERSON, known or identified to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate above written.

Notary Public in and for Idaho
Residing at Boise, Idaho
My commission expires _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 22, 2017

RIO LLC
PO BOX 2330
EAGLE ID 83616

Re: Transfer No: 81237
Water Right No(s): 65-2590

Transfer Approval Notice

Dear Water Right Holder and other Interested Persons:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208)334-2190.

Sincerely,

 Rachel Neely for:

Nick Miller

Western Regional Manager

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2017 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

**Re: Transfer No.: 81237
Water Right No(s): 65-2590**

**RIO LLC
PO BOX 2330
EAGLE ID 83616**

**RON SHURTLEFF
WATERMASTER OF DISTRICT 65
102 N MAIN
PAYETTE ID 83661**



**Rachel Neely
Administrative Assistant**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held.
- ii. The final agency action was taken.
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

TO: Transfer No. 81237
FROM: Patrick Kelly
DATE: 4/13/2017
RE: Evaluation of Application

Summary of Information Submitted

Transfer 81237 purpose is to split 65-2590E into 2 equal parts and add a point of diversion. Tom and Debbi Long (RIO LLC; Applicants) purchased 5 acres from the Petersons (current owners to 65-2590E) so they would have direct access to the Payette River. This ensured that they could control the point of diversion to their home and property east of Hwy 52. They have maintained irrigation practices for the water right both on their 5 acres as well as to the north on Petersons' property under an irrigation lease agreement. The transfer splits the right to place the portion of land in the name of RIO LLC and identifies separate POD's.

Information was requested in a letter dated January 4, 2017 for a conveyance document and a better description of the proposed changes. The Long's visited Western Region office today to resolve the issues. At this meeting, the applicants provided a Deed of Trust and a map that further outlines the POU/POD's pertinent to the splitting of 65-2590E.

Authority to File

The application was filed in the name of RIO LLC. RIO LLC is the current land owner of the 5 acres according to Gem County taxlot data. This information is confirmed in the deed that was submitted for ownership change. Tom and Debbi Long signed the application. ID SOS records indicate the Long's as Members and Registered Agent with the company.

Water Right Validity

The right was decreed in 2003. 2015 historical imagery shows irrigated land with the 65-2590E Place of Use. Concerns over validity are not present at this time.

Overlap Analysis

Review finds no other water rights pertinent to land within the 65-2590E POU.

Injury to Other Water Rights

None anticipated. The two diversions described by the transfer are within less than 300 feet of each other. There are no water rights in between these locations to effect.

Enlargement of Use

The sum of the split rights total the limits of 65-2590E pre-transfer. The second point of diversion is not considered an enhancement to the source at this point of the Payette River.

Local Public Interest

No information has been made available to suggest a conflict with public interest.

Beneficial Use/Conservation of Water Resources

The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 25, 2017

TOM AND DEBBI LONG
RIO LLC
PO BOX 2330
EAGLE ID 83616

RE: Application for Transfer No. 81237

Dear Applicant,

On September 28, 2016, a transfer was filed to add a point of diversion pertinent to water right 65-2590E. On January 4, 2017, IDWR requested additional information regarding a conveyance document and maps that further outline your proposal. On January 25, 2017, the Department received a 6 month extension request to provide the requested information.

This is notice that your request has been granted and the information outlined in IDWR's letter dated January 4, 2017 shall be received no later than July 25, 2017.

Sincerely,



Patrick Kelly

Water Resource Agent, Sr.

January 17, 2017

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705

RECEIVED
JAN 25 2017
WATER RESOURCES
WESTERN REGION

RE: transfer 81237

Dear Mr. Kelly,

We would like to request 6 months additional time to provide the information necessary for our transfer application to add a POD and split water right 65-2590E. Tom is in Chile at the current time and we have not access to the records you request.

Thank you,

Tom & Debbi Long

Tom and Debbi Long
Rio LLC
P.O. Box 2330
Eagle, ID 83616



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 4, 2017

COPY

RIO LTD CO
PO BOX 2330
EAGLE ID 83616

RE: Additional Information Request for Transfer 81237

Dear Applicant:

On September 28, 2016, you filed a transfer application to add a POD and split water right 65-2590E. The transfer application proposes to move 0.10 cfs, 22.5af and 5.0 acres from water right 65-2590E to Rio LTD CO.

Review of the application finds the following items to be addressed before processing of the transfer may resume:

- The application did not include a conveyance document. A copy of the warranty deed, court decree, contract of sale, etc. including a legal description of the property is required to complete an ownership change.
- The map included in the application does not clearly identify the proposal. Please identify all points of diversion, both existing and new. A description of what is being split and what is staying pertinent to water right 65-2590E would be very useful.

Please submit the conveyance document and map for the application to be processed. You may seek additional time to provide the information by making a written request to interrupt processing for up to six months. The application will be rejected without a timely written reply within the next thirty (30) days. Refunds are not issued for rejected applications.

IDWR forms and other information are available on the Internet at www.idwr.idaho.gov. Please contact me at 208-334-2190 for further assistance. Thank you for your attention to these matter.

Respectfully,

Patrick Kelly
Water Resource Agent, Sr.