

Transfer No. 81527

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:

Existing wells are equipped with measuring devices. New well will be equipped with a similar measuring device.

Ground water is diverted from well to pump to municipal mainline.

- b. Who owns the property at the point(s) of diversion? Kelton and Mandy Larsen

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

A Development Agreement with owners indicates the property will be deeded to the City for a well lot

- 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/TransferApplicationLayouts/ 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.


Signature of applicant or authorized agent

David D. Ogden, Mayor
Print name and title if applicable

2-24-17
Date

Signature of applicant or authorized agent

Print name and title if applicable

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 _____ pages of attachments. Received by _____ Date 3/16/17

Fee paid 900 Date 3/16/17 Received by SC Receipt # 2042822

Preliminary review by _____ Date _____ 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
Water Right Report

WATER RIGHT NO. 22-4009

Owner Type Name and Address

Current Owner CITY OF SUGAR CITY
10 E CENTER ST
PO BOX 56
SUGAR CITY, ID 83448
(208)356-7561

Priority Date: 06/02/1939
Basis: Decreed
Status: Active

Source Tributary

GROUND WATER

Beneficial Use From To Diversion Rate Volume

MUNICIPAL 1/01 12/31 3 CFS

Total Diversion 3 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSW Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER SWNW Sec. 09 Township 06N Range 40E MADISON County
GROUND WATER SESW Sec. 33 Township 07N Range 40E MADISON County

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. 124 Place of use is within the service area of the City of Sugar City municipal water supply system as provided for under Idaho Law.

2. 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. 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. 100.
4. 214 Prior to the diversion and use of water under Transfer approval 80313, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. 226 To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in decree 22-4009 dated 1/5/2007.
7. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. F06 The following rights are diverted through point(s) of diversion described above: 22-4009, 22-7153, and 22-7662.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. 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.
12. T19 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 01/05/2007

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

WATER RIGHT NO. 22-7153

Owner Type **Name and Address**

Current Owner CITY OF SUGAR CITY
10 E CENTER ST
PO BOX 56
SUGAR CITY, ID 83448
(208)356-7561

Priority Date: 08/14/1975
Basis: Decreed
Status: Active

Source **Tributary**

GROUND WATER

Beneficial Use **From** **To** **Diversion Rate** **Volume**

MUNICIPAL 1/01 12/31 1.35 CFS

Total Diversion 1.35 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSW Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER SWNW Sec. 09 Township 06N Range 40E MADISON County
GROUND WATER SESW Sec. 33 Township 07N Range 40E MADISON County

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. 124 Place of use is within the service area of the City of Sugar City municipal water supply system as provided for under Idaho Law.
2. 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.

- Use of water under this right will be regulated by a watermaster with responsibility for the
3. R05 distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.
Prior to the diversion and use of water under Transfer approval 80313, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in
 4. 214 accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
Upon specific notification of the Department, the right holder shall install and maintain data
 5. 213 loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
To the extent necessary for administration between points of diversion for ground water, and
 6. 226 between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in decree 22-7153 dated 1/5/2007.
 7. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
 8. 004 This right does not grant any right-of-way or easement across the land of another.
 9. F06 The following rights are diverted through point(s) of diversion described above: 22-4009, 22-7153, and 22-7662.
 10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
 11. 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.
Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general
 12. T19 provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 01/05/2007

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

WATER RIGHT NO. 22-7662

Owner Type **Name and Address**
Current Owner CITY OF SUGAR CITY
10 E CENTER ST
PO BOX 56
SUGAR CITY, ID 83448
(208)356-7561

Priority Date: 12/26/1989
Basis: License
Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use **From** **To** **Diversion Rate** **Volume**
MUNICIPAL 1/01 12/31 1.4 CFS
Total Diversion 1.4 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSW Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER NWSE Sec. 04 Township 06N Range 40E MADISON County
GROUND WATER SWNW Sec. 09 Township 06N Range 40E MADISON County
GROUND WATER SESW Sec. 33 Township 07N Range 40E MADISON County

Licensed Diversion Capacity: 1.4

Place(s) of use: [Large POU Info](#)

Conditions of Approval:

1. 124 Place of use is within the service area of the City of Sugar City municipal water supply system as provided for under Idaho Law.

2. 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. 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. 100.
4. 214 Prior to the diversion and use of water under Transfer approval 80313, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. 226 To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, this right retains its original priority for well locations authorized under this right as identified in license 22-7662 dated 4/9/1999.
7. R55 This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. 004 This right does not grant any right-of-way or easement across the land of another.
10. F06 The following rights are diverted through point(s) of diversion described above: 22-4009, 22-7153, and 22-7662.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. 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.

Licensed Date: 04/09/1999

Permit Proof Due Date: 4/1/1995

Permit Proof Made Date: 2/27/1995

Permit Approved Date: 4/5/1990

Application Received Date: 12/26/1989

DEVELOPMENT AGREEMENT
FOR
PRO PEAT DEVELOPMENT

This Agreement is entered into effective as of the 11th day of December, 2015, by and between the City of Sugar City, an Idaho municipal corporation (the "City"), and Kelton Larsen and Mandy Larsen, husband and wife hereafter "Larsens", with respect to the following facts.

The City owns and operates municipal street, water, sewer, and storm drainage systems within its incorporated limits, and can lawfully provide such service to developing properties therein.

Larsens desires to develop an area north of 3rd North in Sugar City for light manufacturing and/or commercial uses, including but not limited to the construction and operation of a fertilizer distribution facility for Fertile Peat Products, LLC (hereinafter the Pro Peat Development) to install street, water, sewer, and storm drain system extensions and/or facilities to serve the proposed development; and to connect the same to the City's existing systems in the process of development to obtain utility service, such area including:

Tax Parcel Number RP06N40E042403, located in Madison County, Idaho, being more particularly described as follows:

PARCEL 1: A PART OF THE N1/2 SECTION 4, TOWNSHIP 6 NORTH, RANGE 40 E.B.M., MADISON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS: FROM THE W1/4 CORNER OF SAID SECTION 4; THENCE S. 89°46'41"E. 1295.08 FEET ALONG THE SOUTH LINE OF THE NW1/4 TO A POINT ON THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY FOR US HIGHWAY 20, THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY N. 00°17'11"E 28.00 FEET TO A POINT; THENCE ALONG SAID RIGHT-OF-WAY N. 75°54'04"W. 586.88 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY N. 33°47'09" E. 689.25 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY N. 37°36'00" E. 468.07 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY 700.02 FEET ALONG A 1839.86 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°47'58" AND A CHORD BEARING N. 48°29'59" E. 695.80 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY N. 59°23'58" E. 258.20 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY 671.30 FEET ALONG A 1215.92 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 31°37'57" AND CHORD BEARING N. 43°35'00" E. 662.81 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY N. 27°46'01" E. 271.75 FEET TO A HIGHWAY MONUMENT; THENCE ALONG SAID RIGHT-OF-WAY N. 80°21'20" E. 352.57 FEET TO A HIGHWAY MONUMENT; THENCE S. 89°49'53" E. 307.68 FEET TO A POINT; THENCE S. 36°32'28" E. 26.91 FEET TO A POINT ON THE WEST LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY S. 30°24'32" W. 2860.25 FEET TO A POINT ON THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 4; THENCE N. 89°46'41" W. 650.24 FEET ALONG THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 4 TO THE POINT OF BEGINNING.

PART OF THE S 1/2 NW 1/4 OF SECTION 4, TWP. 6N., RGE. 40E.,
 B.M., MADISON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
 FROM THE CENTER 1/4 CORNER OF SAID SECTION 4,
 N 89°46'41" W, 686.89 FEET TO THE POINT OF BEGINNING;
 THENCE N 89°46'41" W, 144.76 FEET TO A POINT;
 THENCE N 00°13'19"E, 232.82 FEET TO A POINT;
 THENCE S 89°46'41"E, 280.19 FEET TO A POINT
 ON THE WESTERN BOUNDARY OF THE RAIL ROAD RIGHT-OF-WAY;
 THENCE S 30°24'32"W, 269.34 FEET ALONG
 THE WESTERN BOUNDARY OF THE RAIL ROAD RIGHT-OF-WAY
 TO THE POINT OF BEGINNING.

PARCEL 1: (Parcel 2 of new survey)

PART OF THE S1/2NW1/4, PART OF THE NE1/4NW1/4 AND PART OF THE W1/2 NE1/4
 OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 40 E.B.M., MADISON COUNTY, IDAHO,
 BEING FURTHER DESCRIBED AS:
 FROM THE CENTER 1/4 CORNER OF SAID SECTION 4, N 89°46'41" W 686.89 FEET
 AND N30°24'32" E 764.93 FEET TO THE POINT OF BEGINNING.
 THENCE N 89°46'41" W 706.25 FEET TO A POINT;
 THENCE S 00°13'19" W 428.38 FEET TO A POINT;
 THENCE S 89°46'41" W 37.21 FEET TO A POINT;
 THENCE S 00°13'19" W 30.00 FEET TO A POINT;
 THENCE N 89°46'41" W 410.95 FEET TO A POINT;
 THENCE S 00°13'19" W 145.27 FEET TO A POINT;
 THENCE N 75°54'04" W 463.70 FEET TO THE HIGHWAY RIGHT-OF-WAY
 MONUMENT;
 THENCE N 33°47'09" E 689.25 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE N 37°36'00" E 468.07 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE 700.02 FEET ALONG A 1839.86 FOOT RADIUS CURVE TO THE RIGHT,
 CENTRAL ANGLE OF 21°47'58", AND 695.80 FOOT CHORD
 BEARING N 48°29'59" E TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE N 59°23'58" E 258.20 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE 671.30 FEET ALONG A 1215.92 FOOT RADIUS CURVE TO THE LEFT,
 CENTRAL ANGLE OF 31°37'57", AND 662.81 FEET CHORD
 BEARING N 43°35'00" E TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE N 27°46'01" E 271.75 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE N 80°21'20" E 352.57 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE S 89°49'53" E 307.68 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT;
 THENCE S 36°32'28" E 26.91 FEET TO A POINT ON THE RAILROAD RIGHT-OF-WAY;
 THENCE S 30°24'32" W 2095.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (T-4 of new survey)

PART OF THE S1/2NW1/4 OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 40 E.B.M.,
 MADISON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
 FROM THE CENTER 1/4 CORNER OF SAID SECTION 4, N 89°46'41" W 1269.04 FEET TO
 THE POINT OF BEGINNING;

THENCE N 89°46'41" W 68.08 FEET TO A POINT;
 THENCE N 00°17'11" E 28.00 FEET TO A POINT;
 THENCE N 75°54'04" W 123.18 FEET TO A POINT;
 THENCE N 00°13'19" E 145.27 FEET TO A POINT;
 THENCE S 89°46'41" E 187.64 FEET TO A POINT;
 THENCE S 00°13'19" W 202.82 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (T-3 of new survey)

PART OF THE S1/2NW1/4 OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 40 E.B.M.,
 MADISON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
 FROM THE CENTER 1/4 CORNER OF SAID SECTION 4, N 89°46'41" W 1025.73 FEET TO
 THE POINT OF BEGINNING.

THENCE N 89°46'41" W 243.32 FEET TO A POINT;
 THENCE N 00°13'19" E 202.82 FEET TO A POINT;
 THENCE S. 89°46'41" E 223.32 FEET TO A POINT;
 THENCE S 00°13'19" W 142.82 FEET TO A POINT;
 THENCE S 18°12'46" E 63.25 FEET TO THE POINT OF BEGINNING.

The City is willing to allow the installation of additional public infrastructure facilities and connection to and service by currently available public utility systems and facilities, subject to the terms of this Agreement.

THEREFORE, the parties agree as follows:

1. Larsens hereby agrees to annexation of the development area by the City and agrees to plat the area proposed for development in accordance with City standards for planning and zoning, including dedication of public rights of way and necessary easements to the City for public access and infrastructure purposes.
2. The City agrees that Larsens shall be permitted to install streets, water, sewer, and storm drain system extensions or facilities within the dedicated rights of way of the development, which facilities may be connected to and served by the City's corresponding existing utility systems after satisfaction of the terms set forth herein.
3. The City agrees to serve as sponsor for loan and grant applications to assist with funding of infrastructure improvements. Larsens agrees to abide by all requirements of the funding programs including meeting associated state and federal requirements, attaining performance goals, and providing access to records. Larsens further agrees to reimburse the City the amount of all money loaned to the City on behalf of Larsens and all grant cash match and administrative expenses.
4. Larsens will retain the services of an Idaho registered professional engineer to design, supervise, inspect, and test the construction of the public infrastructure systems and facilities in order to ensure such improvements are constructed in accordance with this Agreement, the approved plans and specifications, and appropriate approval from the Idaho Department of Environmental Quality. Evidence of acceptable construction in the form of record drawings of construction and the design engineer's certification of compliance with approved plans and

specifications shall be provided to the City prior to initiating use of the utility systems. Construction shall not materially deviate from the approved plans or specifications without the express written approval of the City Engineer.

5. All public infrastructure facilities installed by Larsens shall be designed and constructed to City standards, as established in City ordinances and rules, and as determined by the City Engineer. All street, water, sewer, and storm drain facilities shall be installed by Larsens at its own expense and risk, and shall be warranted to be free of any defects for a period of one (1) year from the date that such facilities are accepted by the City and placed into actual service. Upon acceptance of the constructed public infrastructure facilities, the City will assume ownership, operation, and maintenance responsibilities for them.

6. The City will allow Larsens the right of recovery of expenses incurred in constructing the infrastructure facilities from latecomers located in or adjacent to the development area who desire to connect onto and use the improved and extended infrastructure to serve their own proposed developments. Such recovered costs shall be reviewed and approved by the City based on a proportional share of area served by the facilities and documented initial development costs, and may be levied and collected for a period of 10 years after acceptance of the infrastructure improvements by the City. The first One Hundred Thousand Dollars (\$100,000.00) of such collection will go to the City for reimbursement of the Cash Match they have already placed into the initial project for the infrastructure, and the remaining collection will go to Larsens.

7. Larsens agrees that it shall be responsible for and shall pay all engineering fees, legal fees, administrative costs, and related out-of-pocket expenses incurred by the City in connection with Larsens's development and public infrastructure improvements. If requested, Larsens shall advance to the City a reasonable amount of funds as estimated by the City to cover reasonably anticipated fees and expenses.

8. Larsens acknowledge that the City currently imposes certain connection and impact fees as set forth by City ordinances in effect at the time of connection to the City's street, water, sewer, and storm drain systems; and agrees to pay such fees before being allowed to use the City's systems. Larsens further acknowledges that water and sewer monthly usage fees have likewise been established by City ordinances, which are subject to updating from time to time, and agrees to pay such fees in accordance with prevailing ordinances for the same in order to continue using the City's water and sewer systems.

9. Larsens acknowledge that the City's expansion will require access to additional fresh water sources. Larsens agree to deed the City an approximate two acre parcel in the Northeast corner of the above described property for the purpose of drilling and operating a city water well for potable water. Larsens shall also grant the City any easements necessary to supply power to the well site and for piping water to the City's water distribution system. The City shall grant to Larsens a credit against any sums owed to the City by the Larsens on account of this agreement of an amount equal to the then fair market value of the parcel conveyed to the City. The City shall bear all costs of developing and operating said well and pumping facility.

10. The City reserves the right to delay issuance of, or revoke, any building or occupancy

permit(s) for the development in the event of non-compliance with any of the foregoing provisions.

11. In the event of any litigation or arbitration to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to reasonable attorneys' fees as fixed by the court or arbitrator.

12. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

13. Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

14. Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Madison, Idaho.

15. The construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Idaho.

16. Neither this Agreement, nor any interest herein, shall be assigned, transferred, hypothecated or otherwise conveyed by either party without the prior written consent of the other party. Any such attempted conveyance in violation of this paragraph shall be void and shall constitute a default entitling the other party to terminate this Agreement.

17. Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the parties hereto.

DATED this 30 day of ^{January 2017} ~~September~~, 2016.

CITY OF SUGAR CITY, IDAHO



David Ogden, Mayor

STATE OF IDAHO)
 : ss.
County of Madison)

On this 30th day of September, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared David Ogden, known or identified to me to be the Mayor of the City of Sugar City, Idaho, the municipal corporation that executed this instrument, and acknowledged to me that such City executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho
Residing at: FRANK
My Commission Expires: 6-5-2020

DATED this 27th ^{January 2017} day of September, 2016.

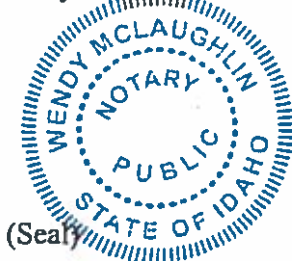

Kelton Larsen


Mandy Larsen

STATE OF IDAHO)
: ss.
County of Madison)

On this 27th ^{January 2017} day of September, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Kelton Larsen, known or identified to me to be the individual that executed this instrument, and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

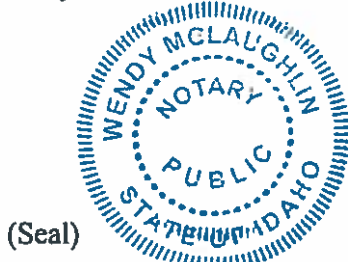



Notary Public for Idaho
Residing at: Fremont
My Commission Expires: 6-5-2020

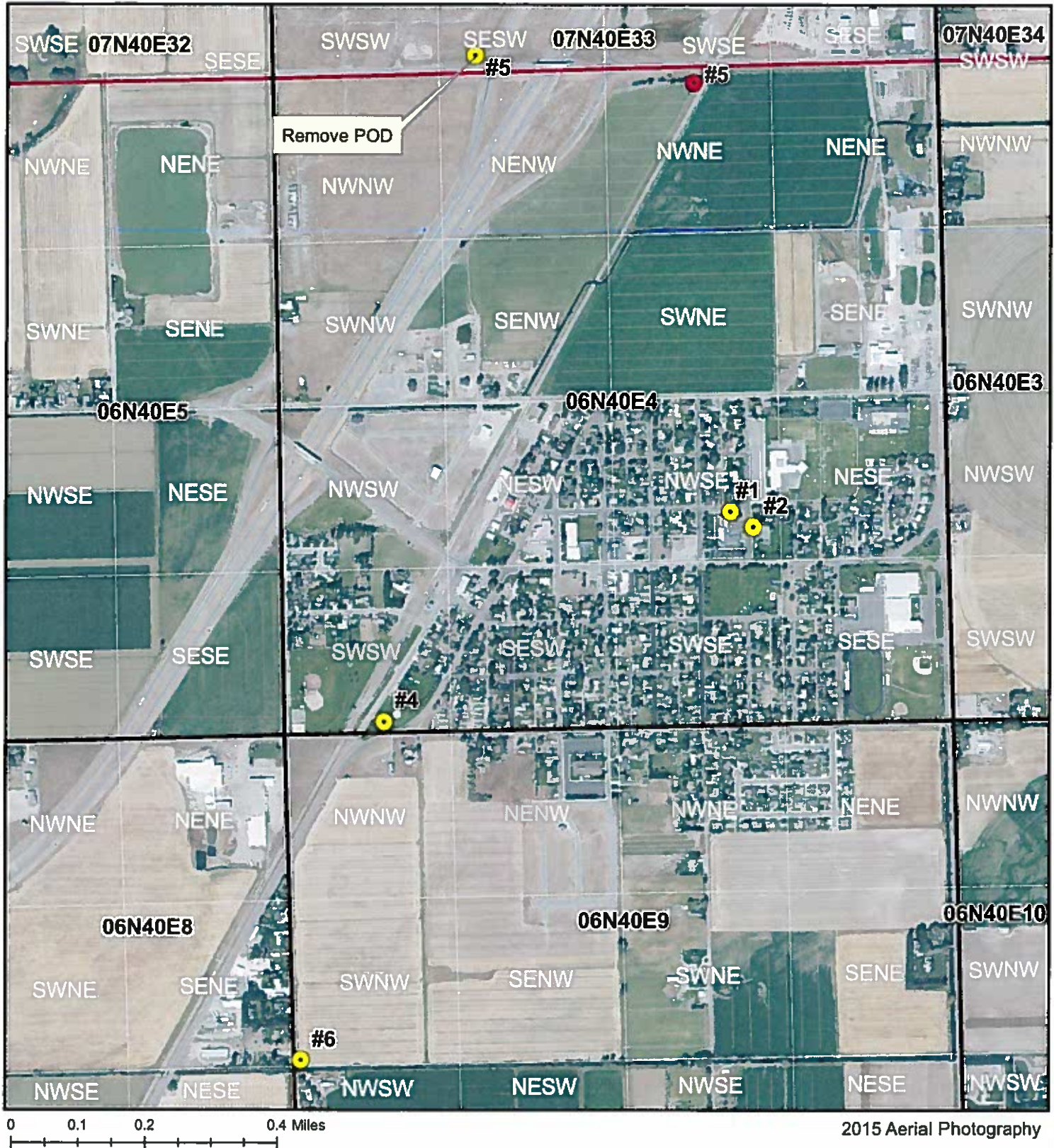
STATE OF IDAHO)
: ss.
County of Madison)

On this 27th ^{January 2017} day of September, 2016, before me, the undersigned, a Notary Public for Idaho, personally appeared Mandy Larsen, known or identified to me to be the individual that executed this instrument, and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

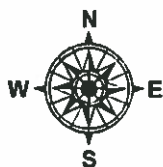



Notary Public for Idaho
Residing at: Fremont
My Commission Expires: 6-5-2020



Legend

- Existing Wells
- New Well
- Township and Range
- Section
- QQ



Application for Transfer - POD

Sugar City

RMEA #15-0058

by: KM

February 14, 2017



81527