

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFERRECEIVED
AUG 01 2016
Department of Water Resources
Eastern Region

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Idaho Water Company LLCCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes ☒ N/A ☐ * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☒ ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☐ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

RECEIVED
AUG 01 2016
Department of Water Resources
Eastern Region

Name of Applicant(s) Idaho Water Company LLC Phone 208-312-1135
Mailing address 1135 Valley Rd. So. Eden, Idaho 83325 Email del@idahowatercompany.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Idaho Water Company LLC
Signature of Applicant or Authorized Representative

Idaho Water Company LLC 7/25/16
Print Name and Title if applicable Date

Delbert Kohtz
Signature of Applicant or Authorized Representative

Delbert Kohtz Managing Member 7/25/16
Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

Water Right 29-7159 with its attendant supplemental surface rights is being moved approximately two miles east to the Wheatley Property

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-7159	0.456/115.5	irrigation	3/15 to 11/15	Groundwater
☒ ☐	29-7221	1.18/490	Irrigation	3/15 to 11/15	Groundwater
☒ ☐	29-367A	0.10	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☒ ☐	29-421	0.75	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☒ ☐	29-11415	1.125	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☒ ☐	29-13498	0.23	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☐ ☒	29-393	0.22 0.14	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☐ ☒	29-394	0.22 0.22	irrigation	04/01 to 10/31	Garden Creek & Marsh Cr
☐ ☐				to	

Total authorized under rights 3.815 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 1.42 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NE	NE		9	10S	36E	Bannock	Groundwater	
		NE	SW		9	10S	36E	Bannock	Garden Creek	
		NW	NW		10	10S	36E	Bannock	Garden Creek	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	36E	9	33	33	33	33	20			22									174
Total Acres (for irrigation use)																			174

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. 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:

Well, Pump and mainline to the pivot and handlines and or wheel lines.

- b. Who owns the property at the point(s) of diversion? Ralph Wheatley

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

Wheatley is purchasing the water being moved from the applicant

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

lands will be dried up

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Rights to be moved will be in addition to the water rights on the Wheatley property currently

- g. 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 leased to the Water Supply Bank,
☐ ☐ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☐ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Wheatley Rights were in the CRP program until 2014 and were protected from forfeiture

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it Attachment #7a.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it Attachment #7b.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it Attachment #8a.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it Attachment #8b.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

The Garden Creek water has not been used for a very long time. The delivery ditch for that water has been out of commission for many years. When they were used they were only used during the early spring. This is why they drilled the well.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$500 Date _____ Received by _____ Receipt # 5035223

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Wheatley Property

T10S R36E Sec 9 NE1/4,
T10S R36E Sec 10 NW 1/4 NW 1/4

Legend

- Feature 1
- Robin

Robin

W Glover Rd

W Arimo Rd

Well

Mainline to Psoot

Mainline for Handlines

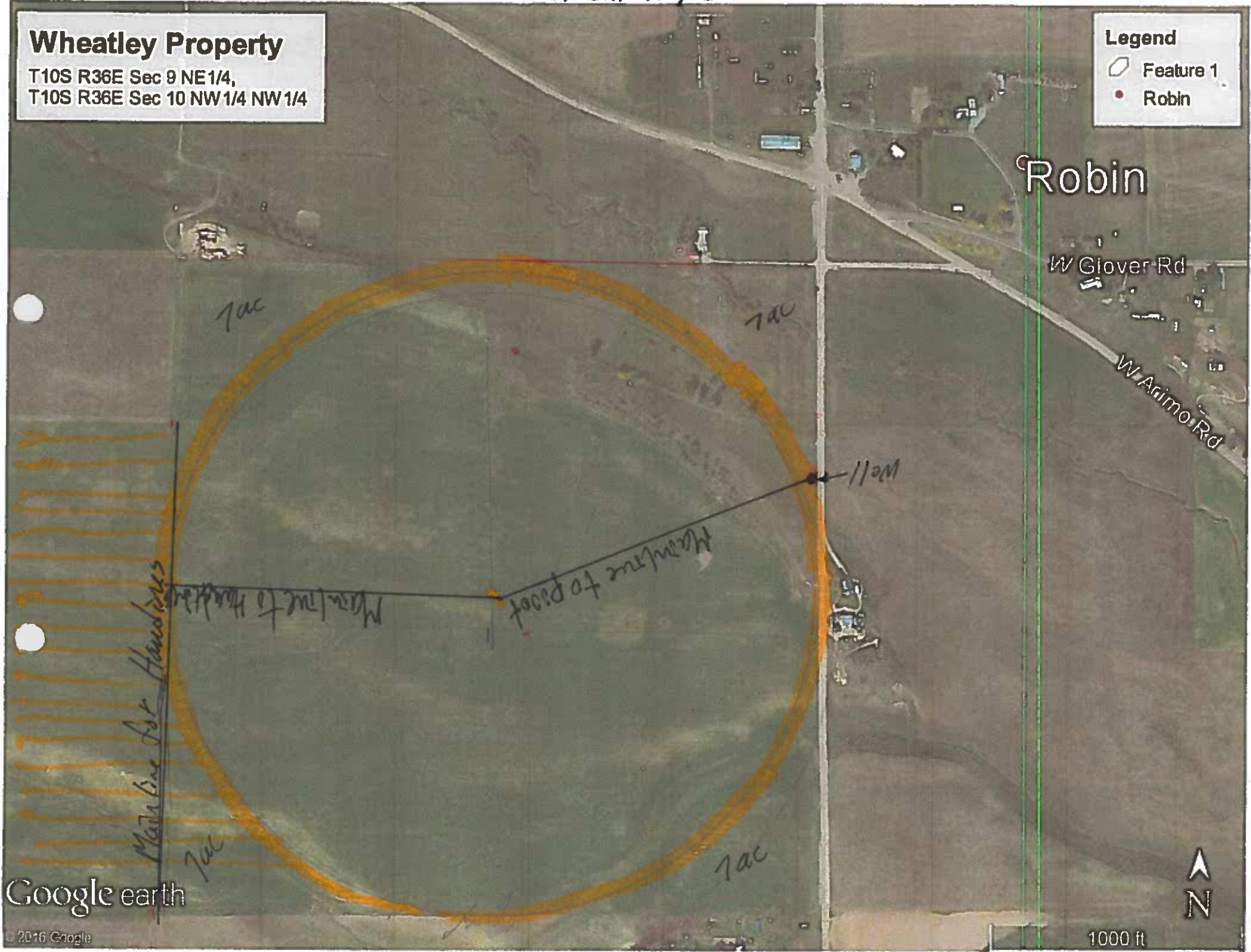
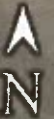
7ac

7ac

7ac

7ac

Google earth



Christensen Property

T10S R36E Sec 5 SWSW
Sec 6 NESE, SWSW, SESE

Legend

- Feature 1
- Feature 2



33
acres

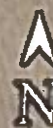
W Arimo Rd

Curtis Rd

Google earth

© 2016 Google

1000 ft



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:249264

FOR VALUE RECEIVED**Cecil E. Armstrong and Norma Armstrong, husband and wife**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ralph O. Wheatley and Vanna B. Wheatley, husband and wife

whose current address is

**PO Box 116
McCammon, ID 83250**

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

The Southeast ¼ of the Northwest ¼ and the South ½ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 10 South, Range 36 East of the Boise Meridian in Bannock County, Idaho.**Also:****The Northeast quarter of Section 9, Township 10 South, Range 36 East of the Boise Meridian, Bannock County, Idaho, according to the official plat thereof, save and except therefrom the following tract of land.****Beginning at a point two rods West of the Northeast corner of Section 9, Township 10 South, Range 36 East of the Boise Meridian, running thence South two rods, running thence East One Hundred fifty-eight rods, running thence North 2 rods, running thence East 158 rods, to the place of beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 12, 2014

IDAHO WATER COMPANY LLC
1135 Valley Rd. So.
Eden, Idaho 83325
Office 208-825-5617
Cell 312-1135

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 6th day of May 2015
by and between Scott and Renee Christensen of 939 E 2180 N Lehi, Utah 84097
(hereinafter "Seller") and Idaho Water Co. LLC of 1135 Valley Rd. So., Eden, Id. 83325
hereinafter ("Buyer"). The Buyer, Del Kohtz discloses that he is a licensed real estate
agent acting herein as principal for his own account.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby
contract and agree to sell and convey to the Buyers and the Buyer does hereby agree
to buy from the Sellers a 85 acre portion of Idaho Water Right(s): 28-7159 and the
water appurtenant thereto, for \$ [REDACTED] per acre. There are 85 acres of water in this
agreement. No land is included in this agreement.

2. The total purchase price shall be \$ [REDACTED] ([REDACTED]
[REDACTED] Dollars). The entire purchase price shall be paid
on the closing dates described in paragraph 4 below less \$ [REDACTED] 00 non refundable
down payment made at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and
subject to IDWR finding that the Water Right is valid and transferable. If the Water
Right is invalid or non-transferable, this Agreement shall become null and void. Buyer
shall have sole discretion as to the validity and transferability of the Water Right.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT – 1

4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for and Seller issues a Special Water Rights Deed to Buyer when payment is made by Buyer. The Water Rights shall remain in the name of Seller until they are paid for. The remaining Water Rights shall remain the property of the Seller.

5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

6. Seller understands Buyer is transferring the water to another property.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

8. By signing this contract Buyer gives permission for a portion of Sellers water right to be transferred to Buyers point of diversion.

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.

Scott Christensen 5/11/15
Scott Christensen - Seller

Renee Christensen 5/11/15
Renee Christensen - Seller

Idaho Water Company, LLC
Idaho Water Company, LLC - Buyer

By Delbert Kohtz
Delbert Kohtz - Managing Member

IDAHO WATER COMPANY LLC
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 14th day of Sept 2015
by and between Del Kohtz of Idaho Water Company LLC (hereinafter 'Seller') of 1135
Valley Rd. So. Eden, Idaho 89335 and Ralph & Veronica Wheatley of
PO Box 115 McCammon ID 83250 hereinafter ("Buyer"). The seller, Del
Kohtz discloses that he is a licensed real estate agent acting herein as principal for his
own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers 33 acres of Idaho Water Right 29-7159 and the water appurtenant thereto, for \$ [REDACTED] per acre. 33 acres of water are included in this agreement. No land is included in this agreement. There are 33 acres of the above water rights in this agreement
2. The total purchase price shall be \$ [REDACTED]. The entire purchase price shall be paid on the closing date described in paragraph 5 below, less [REDACTED] finders fee and down payment paid at signing. Payment of \$ [REDACTED] paid at signing.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price to Seller shall take place at the law offices of Givens Pursley, 277 N 6th Boise, Idaho, within thirty days of Buyers receipt

of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a Special Warranty Deed Will be signed by Idaho Water Co. LLC (Delbert Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Seller.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. Buyer will be consulted on any changes of the amount of acres. The amount of money Buyer pays will be adjusted to reflect any change in the amount of acres transferred.

11. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

12. Signing this Contract by Buyer gives Seller permission to transfer the water rights in this contract to buyer's point of diversion.

13. A Special Water Rights Deed of the form attached will be signed at closing for the transfer of ownership to Buyer.

OTHER PROVISIONS

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLERS

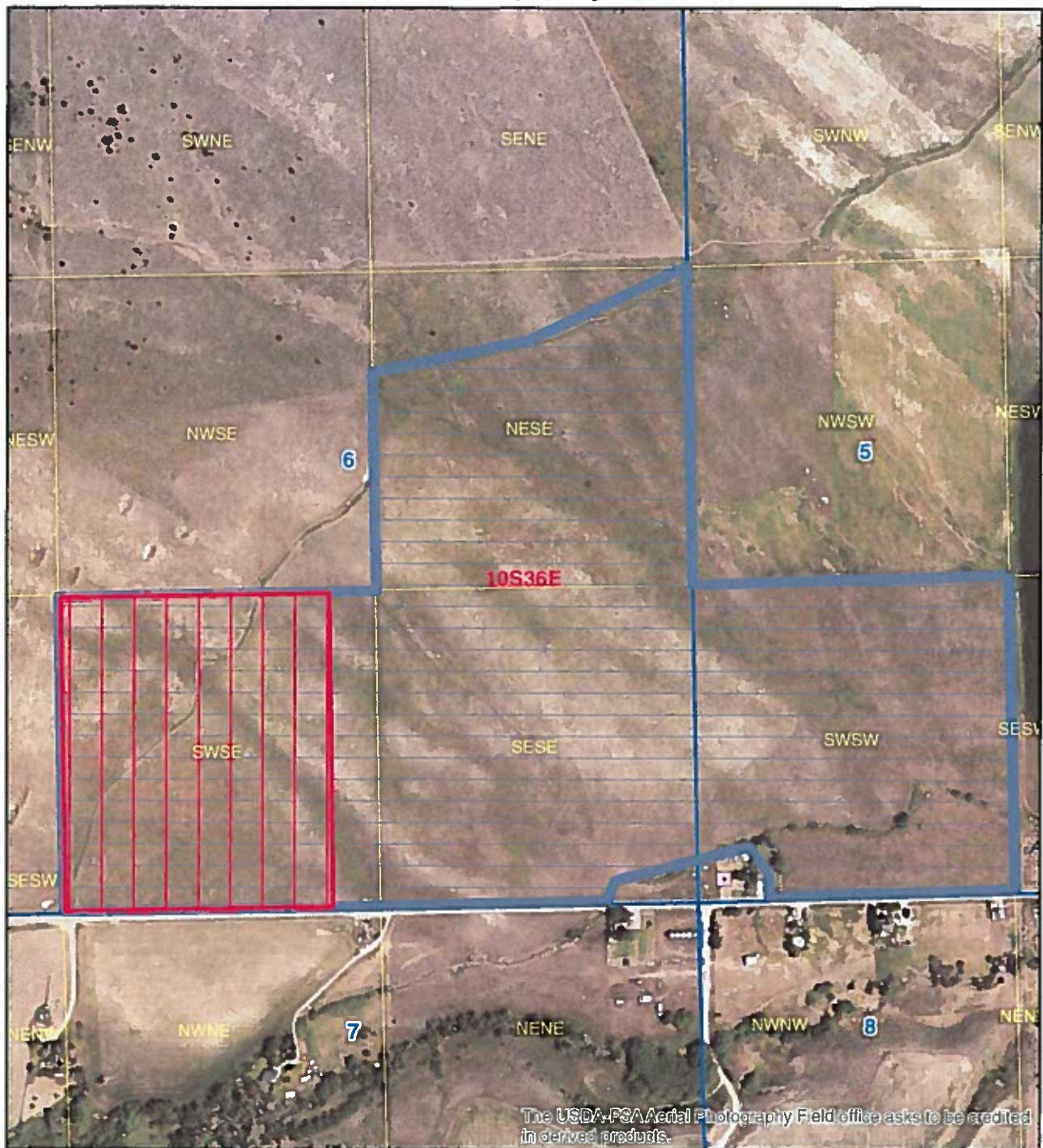
Idaho Water Company LLC
Delbert F. King Managing Member

BUYERS

Ralph or Diana Wheatly
27

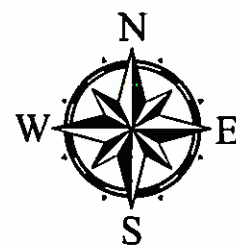
Agreement for Purchase and Sale of Water Right - 3

Idaho Water Company Pre-Transfer



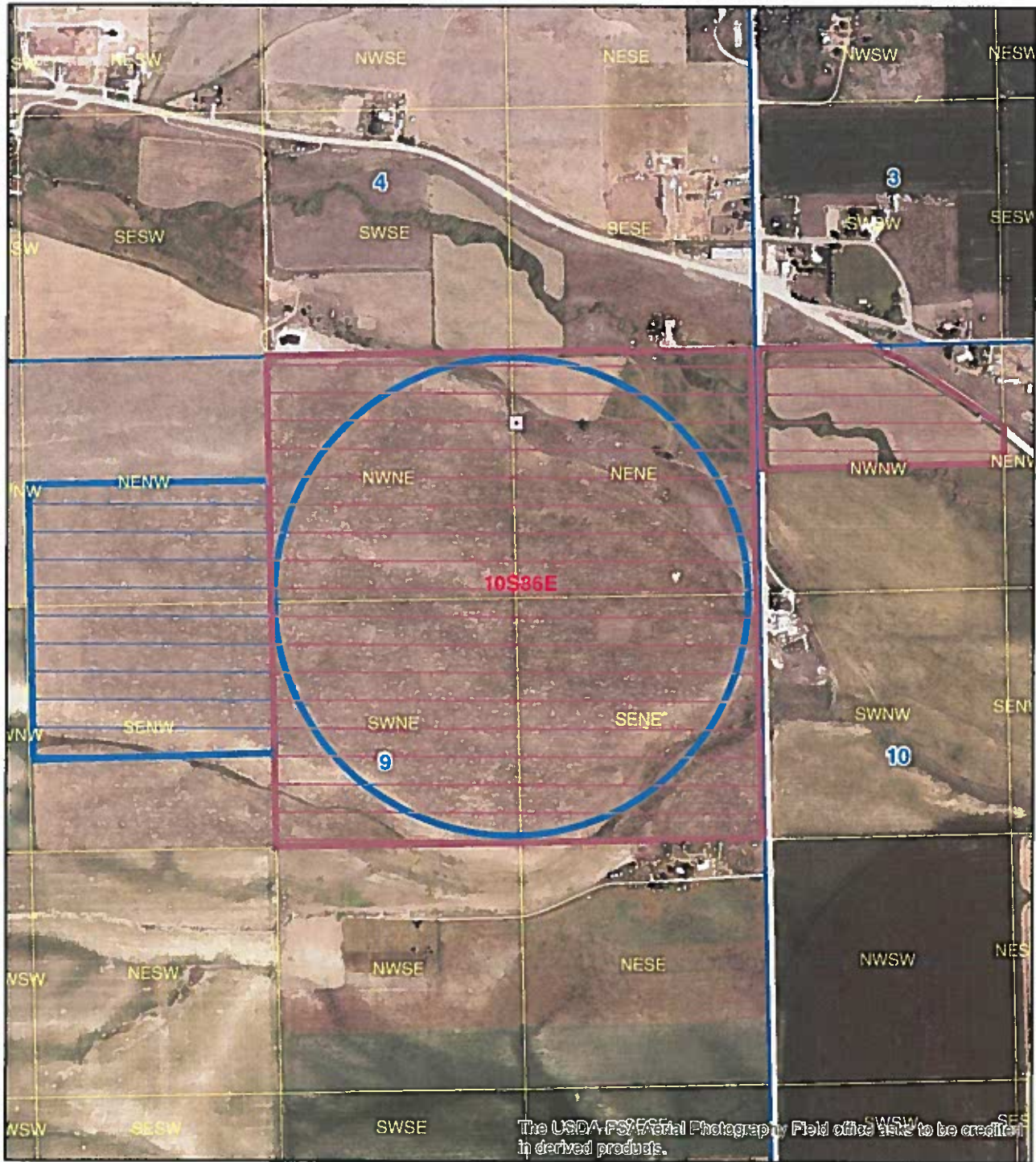
Legend

- Portion of 29-7159, 29-393, and 29-394 to be moved
- 29-7159, 29-393, and 29-394 Pre-Transfer POU
- 29-7159 POD
- Township/Range
- Sections
- QQ



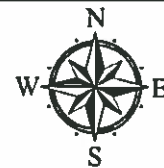
0 0.075 0.15 0.3 Miles

Idaho Water Company Transfer



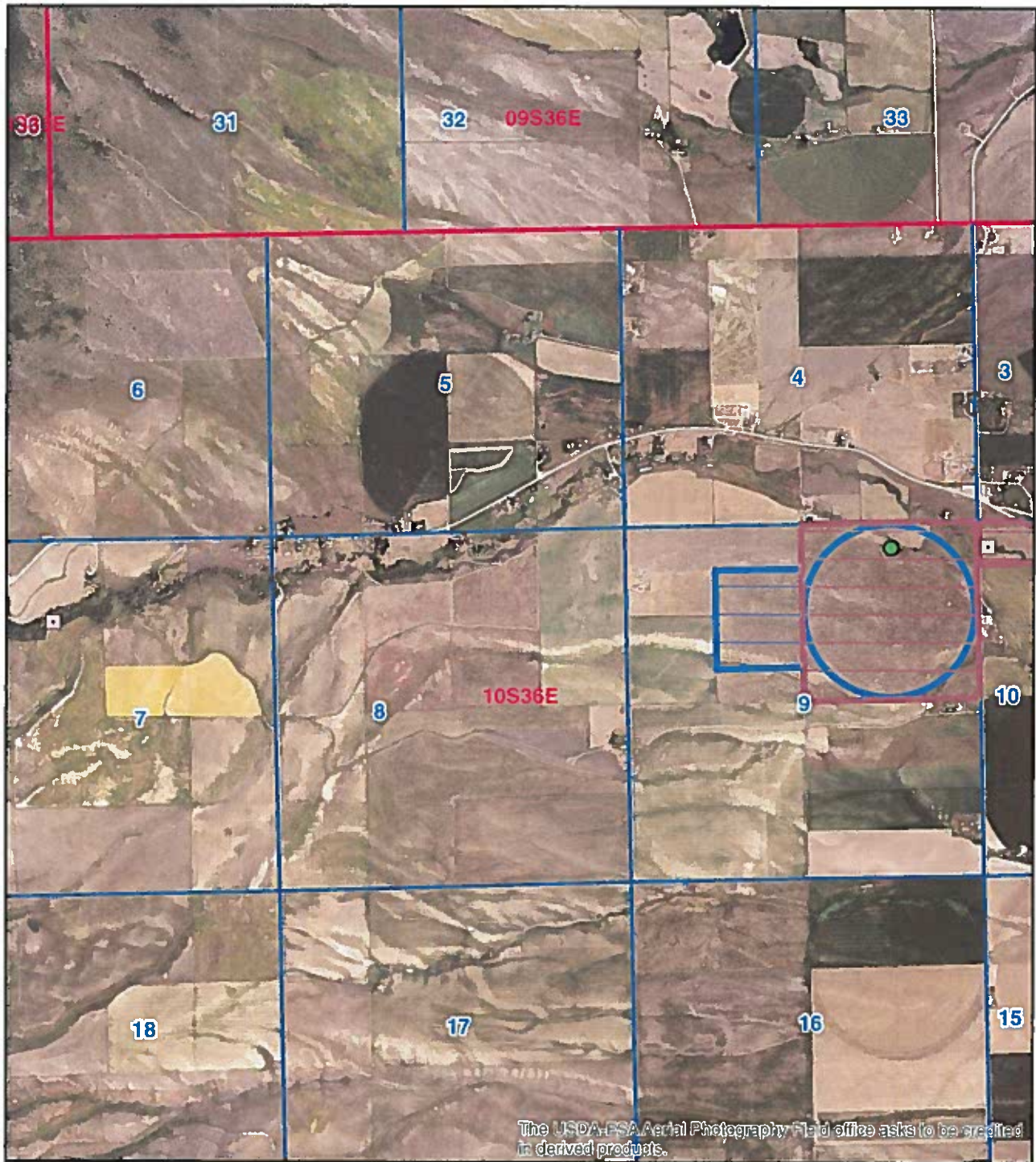
Legend

- 29-7221 and Split Portion 29-7159 Post-Transfer POD
- Pre-Transfer 29-7221, 29-367A, 29-421, 29-11415, 29-13498 POU
- Post-Transfer 29-7221, 29-367A, 29-421, 29-11415, 29-13498 and split portion 29-7159, 29-393, and 29-394 POU
- Township/Range
- Sections
- QQ



0 0.1 0.2 0.4 Miles

Idano Water Company Transfer



Legend

- 29-7221_and_Split_Portion_29-7159_Post-Transfer_POD
- Post-Transfer Garden Creek PODs
- Pre-Transfer 29-7221, 29-367A, 29-421, 29-11415, 29-13498 POU
- Post-Transfer 29-7221, 29-367A, 29-421, 29-11415, 29-13498 and split portion 29-7159, 29-393, and 29-394 POU
- Township/Range
- Sections



0 0.275 0.55 1.1 Miles

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-7159

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENEE CHRISTENSEN
Current Owner	SCOTT CHRISTENSEN 939 E 2180 N LEHI, UT 84097
Original Owner	ALAN N CHRISTENSEN 2920 W ARIMO RD ARIMO, ID 83214 (208)254-3579

Priority Date: 10/12/1973

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	2.06 CFS	521.5 AFA
Total Diversion			2.06 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWSWSW|Sec. 05|Township 10S|Range 36E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

8 1 0 9 0

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>

10S	36E	5	S 3W 38					
		6	NESE 32	SWSE 40	SESE 39			

Total Acres: 149

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. 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.
3. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.98 CFS. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159
4. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 149 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date: 11/1/1978

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 11/9/1973

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 149

Combined Volume Limit:

Combined Rate Limit: 2.98

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

8 1 0 9 0

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-394

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENEE CHRISTENSEN
Current Owner	SCOTT CHRISTENSEN
	939 E 2180 N
	LEHI, UT 84097
Original Owner	MADS CHRISTENSEN

Priority Date: 05/01/1904

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GARDEN CREEK	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1 CFS	
STOCKWATER	04/01	10/31	0.02 CFS	
Total Diversion			1 CFS	

Location of Point(s) of Diversion:

GARDEN CREEK|NWNW Lt 1|Sec. 07|Township 10S|Range 36E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	5		SWSW	38									
		6		NESE	32		SWSE	40		SESE	39			

Place of Use Legal Description: STOCKWATER same as IRRIGATION

Total Acres: 149

Conditions of Approval:

1. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.98 CFS. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159
3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE
4. C18 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.
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
5. E56 OF A COMBINED TOTAL OF 149 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 149

Combined Volume Limit:

Combined Rate Limit: 2.98

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

81090

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-393

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RENEE CHRISTENSEN
Current Owner	SCOTT CHRISTENSEN
	939 E 2180 N
	LEHI, UT 84097
Original Owner	MADS CHRISTENSEN

Priority Date: 05/01/1892

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GARDEN CREEK	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.75 CFS	
STOCKWATER	04/01	10/31	0.02 CFS	
Total Diversion			0.75 CFS	

Location of Point(s) of Diversion:

GARDEN CREEK | NWNW Lt 1 | Sec. 07 | Township 10S | Range 36E | BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	5		SWSW	38									
		6		NESE	32		SWSE	40		SESE	39			

Place of Use Legal Description: STOCKWATER same as IRRIGATION

Total Acres: 149

Conditions of Approval:

1. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 149 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159
3. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.98 CFS. COMBINED RIGHT NOS.: 29-00393, 29-00394, 29-07159
4. 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.
5. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 149

Combined Volume Limit:

Combined Rate Limit: 2.98

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-7221

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CECIL E ARMSTRONG
Current Owner	NORMA M ARMSTRONG
	849 W GLOVER RD
	ARIMO, ID 83214
	(208)254-3365

Priority Date: 08/05/1974

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	1.18 CFS	490 AFA
Total Diversion			1.18 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NENE|Sec. 09|Township 10S|Range 36E|BANNOCK County

IRRIGATION Use:

Acre Limit: 140

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

81090

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
10S	36E	9		NENE	39		NWNE	40		SWNE	40		SENE	40
		10		NWNW	15									

Total Acres: 174

Conditions of Approval:

1. K01 RIGHT NO. 29-13498 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
2. E56 OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-07221, 29-00367A, 29-00421, 29-11415, 29-13498
3. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE
4. C18 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.
5. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 140 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
6. E61 DIVERSION RATE OF 1.18 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 501 AF. COMBINED RIGHT NOS.: 29-07221, 29-13498

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

81090

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-11415

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CECIL E ARMSTRONG
Current Owner	NORMA M ARMSTRONG 849 W GLOVER RD ARIMO, ID 83214 (208)254-3365

Priority Date: 05/01/1904

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GARDEN CREEK	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.125 CFS	
Total Diversion			1.125 CFS	

Location of Point(s) of Diversion:

GARDEN CREEK	NENW	Sec. 07	Township 10S	Range 36E	BANNOCK County
GARDEN CREEK	NWNWNW	Sec. 10	Township 10S	Range 36E	BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	9		NENE	39		NWNE	40		SWNE	40		SENE	40
		10		NWNW	15									

Total Acres: 174

Conditions of Approval:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-07221, 29-00367A, 29-00421, 29-11415, 29-13498
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER
2. C18 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.
3. P29 THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-00422, AND PART OF 29-00368.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

81090

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-421

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CECIL E ARMSTRONG
Current Owner	NORMA M ARMSTRONG 849 W GLOVER RD ARIMO, ID 83214 (208)254-3365
Original Owner	JOHN B CHEDGZEY

Priority Date: 05/01/1891

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GARDEN CREEK	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.75 CFS	
Total Diversion			0.75 CFS	

Location of Point(s) of Diversion:

GARDEN CREEK	NENW	Sec. 07	Township 10S	Range 36E	BANNOCK County
GARDEN CREEK	NWNWNW	Sec. 10	Township 10S	Range 36E	BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	9		NENE	39		NWNE	40		SWNE	40		SENE	40

10

NW W 15

Total Acres: 174

Conditions of Approval:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-07221, 29-00367A, 29-00421, 29-11415, 29-13498.
2. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. 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.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

81090

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-367A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CECIL E ARMSTRONG
Current Owner	NORMA M ARMSTRONG 849 W GLOVER RD ARIMO, ID 83214 (208)254-3365
Original Owner	THOMAS C SMITH

Priority Date: 05/01/1890

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GARDEN CREEK	MARSH CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.1 CFS	
Total Diversion			0.1 CFS	

Location of Point(s) of Diversion:

GARDEN CREEK	NENW	Sec. 07	Township 10S	Range 36E	BANNOCK County
GARDEN CREEK	NWNWNW	Sec. 10	Township 10S	Range 36E	BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	9		NENE	39		NWNE	40		SWNE	40		SENE	40

10

NW W 15

Total Acres: 174

Conditions of Approval:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-07221, 29-00367A, 29-00421, 29-11415, 29-13498
2. 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.
3. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

81090

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/25/2016

WATER RIGHT NO. 29-13498

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CECIL E ARMSTRONG
Current Owner	NORMA M ARMSTRONG 849 W GLOVER RD ARIMO, ID 83214 (208)254-3365

Priority Date: 04/01/1985

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.23 CFS	
Total Diversion			0.23 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NENE|Sec. 09|Township 10S|Range 36E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	9		NENE	39		NWNE	40		SWNE	40		SENE	40
		10		NWNW	15									

Total Acres: 174

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. K09 THIS RIGHT IS FOR AN ENLARGEMENT OF 34 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.
3. E61 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.18 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 501 AF. COMBINED RIGHT NOS.: 29-07221, 29-13498
4. K02 THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 29-07221 PURSUANT TO SECTION 42-1426, IDAHO CODE.
5. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 174 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-07221, 29-00367A, 29-00421, 29-11415, 29-13498
6. C11 THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date: 4/12/1994

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector: OR

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 174

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

81090

Exhibit 2b

WARRANTY DEED



Alliance Title & Escrow Corp. Order No.:249264

FOR VALUE RECEIVED

Cecil E. Armstrong and Norma Armstrong, husband and wife
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ralph O. Wheatley and Vauna B. Wheatley, husband and wife
whose current address is

PO Box 116
McCammon, ID 83250

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 10 South, Range 36 East of the Boise Meridian in Bannock County, Idaho.

Also:

The Northeast quarter of Section 9, Township 10 South, Range 36 East of the Boise Meridian, Bannock County, Idaho, according to the official plat thereof, save and except therefrom the following tract of land.

Beginning at a point two rods West of the Northeast corner of Section 9, Township 10 South, Range 36 East of the Boise Meridian, running thence South two rods, running thence East One Hundred fifty-eight rods, running thence North 2 rods, running thence East 158 rods, to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 12, 2014

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Agreement") is made and entered into this 21 day of April, 2015 ("Effective Date"), by and between Adam and Patty Carter, whose address is 1634 W Arimo Rd. Arimo, Id. 83124 (hereinafter "Seller") and Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Road, So. Eden, Idaho 83325 (hereinafter "Buyer").

RECITALS

A. Seller is the owner of water right(s) designated as Right No(s) 29-13990 ("Water Rights") in the records of the Idaho Department of Water Resources ("Department") more particularly described in Exhibit A hereto

B. Buyer wishes to purchase the Water Rights, and to change the point of diversion and place of use thereof to other lands ("Transfer"). To the extent Buyer is purchasing only a portion of the Water Rights, then as used hereafter in this Agreement the term "Water Rights" shall refer to such portions of the Water Rights subject to purchase by Buyer.

C. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the sums to be paid by Buyer to Seller, and the covenants and conditions set forth below, the parties hereby agree as follows:

1. Purchase and Sale. Seller, in consideration of the terms contained herein, agrees to sell and convey to Buyer, and Buyer does hereby agree to buy from Seller the Water Rights. No land is included in this Agreement.

2. Purchase Price. The purchase price for the Water Right is Thousand Dollars (\$) ("Purchase Price"), which is based on \$ per acre ("Per-Acre Price") each of the 33 acres currently authorized to be irrigated under the Water Right. The Purchase Price shall be payable as follows:

a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deliver to Seller the sum of [REDACTED] (\$[REDACTED]) as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at Closing, and shall be refundable in the event of the non-occurrence of a condition precedent which has not been waived by Buyer, or the failure to close is caused by Seller.

b. Balance of Purchase Price. The balance of the Purchase Price, being [REDACTED] Thousand Dollars (\$[REDACTED]), shall be due and payable to Seller at Closing.

c. Adjustment to Purchase Price. Seller and Buyer acknowledge that the Purchase Price is based upon the Per-Acre Price, which in turn is based upon an assumed transferable volume of 115.5 acre-feet and a transferable diversion rate of 0.014 cubic feet per second ("cfs") per each irrigated acre. If the Department approves the Transfer but with conditions limiting the total annual diversion volume to less than the above-described per-acre volume and diversion rate, and provided Buyer, in Buyer's sole discretion, has waived the conditions precedent herein, then the parties agree that the Purchase Price will be adjusted at Closing based on the number of acres that could be supplied the above-described per-acre volume and diversion rate approved multiplied by the Per-Acre Price.

3. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Within thirty (30) days following the Effective Date, Buyer shall file with the Department an application to transfer the Water Rights in Seller's name using Buyer's intended place of use and point of diversion with Buyer being responsible for the costs to prepare, file and prosecute the Transfer application with the Department, including all consultant fees for preparation of the Transfer application, calculation of mitigation, and Buyer's attorney fees in the case of protests and hearings on the Transfer. Buyer and Seller shall use best efforts to obtain timely Transfer approval. Seller authorizes Buyer to make needed changes to the Transfer application to facilitate the process of transferring the water provided such changes made will not materially change the amount of money Buyer has to pay, or the amount of water Buyer receives. Seller agrees to promptly provide to Buyer any necessary Seller approvals or authorizations required connection with the Transfer, including but not limited to authorizations to file, amend and prosecute the Transfer application, or to request records of historical power consumption, water diversion records and cropping from state or federal agencies related to the Water Rights or the lands to which they are appurtenant.

4. Conditions Precedent. The Closing and Buyer's obligation to purchase the Water Rights are subject to: (i) Department approval of the Transfer on terms acceptable to Buyer, in Buyer's sole discretion, including but not limited to authorizing diversion and use of 115.5 acre-feet per annum and a total diversion rate of 0.46 cfs at such location(s) and for such purpose(s) as requested in the Transfer.

5. Termination: If the foregoing condition(s) precedent is/are neither satisfied nor waived by Buyer, or in the event of any default by Seller, and provided Buyer is not in default hereunder, Buyer may terminate this Agreement by giving written notice of termination to Seller, and Buyer shall be entitled to return of the Earnest Money. Buyer also may terminate this Agreement prior to issuance of an order approving or denying the Transfer, if Buyer determines, in Buyer's sole discretion, not to go forward with the Transfer based on the cost of the Transfer process, anticipated conditions of IDWR's approval of the Transfer (other than the transferrable quantity conditions set forth in section 5 above) or the probability of success of the Transfer. In such case, upon written notice to Seller, Buyer may halt the Transfer process and terminate this Agreement with no liability to Seller; provided however, that if Buyer terminates this Agreement for any such reasons, Seller shall only be required to return to Buyer zero percent (0%) of the Earnest Money, and shall be entitled to retain the balance thereof as consideration for Seller entering into this Agreement.

6. Buyer's Waiver of Transfer Approval. Provided all other conditions precedent to Seller's obligation to close have been met, Buyer has the right to waive the Transfer approval condition precedent and close the Water Rights purchase, to the extent that the Department's Transfer Approval reduces the rate or annual volume authorized to be diverted at the intended point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval nevertheless to be sufficient for Buyer's intended use. If Buyer so waives such condition precedent, then Buyer shall remain obligated to pay the balance of the Purchase Price subject to any adjustments provided for above. If Buyer completes the Closing of this transaction, all conditions precedent shall be deemed waived.

7. Closing. Closing shall occur within thirty (30) days following issuance of a final order by the Department approving the Transfer. Possession and use of the Water Rights shall pass to Buyer on Closing. At Closing, the Buyer shall deliver the balance of the Purchase Price to the Seller, less any permitted adjustments, and Seller shall deliver to Buyer a fully-executed

Special Warranty Deed substantially in the form attached hereto as Exhibit B conveying the Water Rights to Seller.

8. Attorney Fees. In the event of any suit or proceeding by either party against the other party, in any way arising out of this Agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

9. Binding. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

10. Entire Agreement. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Rights, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

11. Modification. No modification of this Agreement shall be valid unless the same is in writing and signed by both parties.

12. Essence of Time. Time is of the essence to this Agreement.

13. Notices. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.

14. Counterparts. This Agreement may be executed in counterparts.

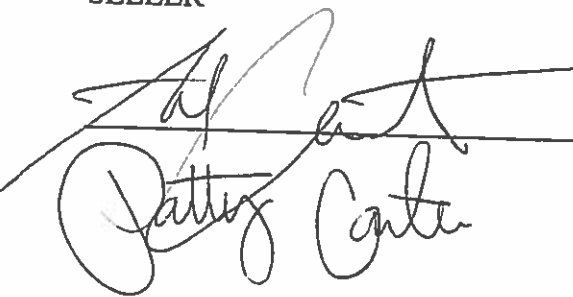
IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

BUYER

Idaho Water Company LLC,
an Idaho limited liability Corp

By 

SELLER

 4/21/2015
J. Carter

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

TERMS AND CONDITIONS

- ### Agreement for Purchase and Sale of Water Right-1

of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a Special Warranty Deed Will be signed by Idaho Water Co. LLC (Delbert Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Seller.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. Buyer will be consulted on any changes of the amount of acres. The amount of money Buyer pays will be adjusted to reflect any change in the amount of acres transferred.

11. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

12. Signing this Contract by Buyer gives Seller permission to transfer the water rights in this contract to buyer's point of diversion.

13. A Special Water Rights Deed of the form attached will be signed at closing for the transfer of ownership to Buyer.

OTHER PROVISIONS

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLERS

Edgar A. Jones Company LLC
Delbert F. Jones Managing Member

BUYERS

Ralph or Donna Wheatley

Agreement for Purchase and Sale of Water Right - 3

IDAHO WATER COMPANY LLC

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 14th day of Sept 2015 ~~2014~~
by and between Del Kohtz of Idaho Water Company LLC (hereinafter "Seller") of 1135
Valley Rd., Eden, Idaho 89335 and Ralph & Lanning Wheatley of
PO Box 115 McClammon Idaho 83230 (hereinafter "Buyer"). The seller, Del Kohtz
discloses that he is a licensed real estate agent acting herein as principal for his own
account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers a 33 acre of Idaho Water Rights #29-13990 and the water appurtenant thereto, for \$[REDACTED] per acre of Water Rights. No land is included in this agreement. There are 33 acres of the above Water rights in this agreement.
2. The total purchase price shall be \$[REDACTED]
[REDACTED]). The balance of the purchase price shall be paid on the closing date described in paragraph 5 below, less 25% down payment paid at signing. Payment of \$[REDACTED] paid at signing.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for the contract to Seller shall take place at the law offices of _____ within thirty days of Buyers receipt

of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a Special Warranty Deed Will be signed by Idaho Water Co. LLC (Delbert Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Seller.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. Buyer will be consulted on any changes of the amount of acres. The amount of money Buyer pays will be adjusted to reflect any change in the amount of acres transferred.

11. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

Agreement for Purchase and Sale of Water Right -2

12. Signing this Contract by Buyer gives Seller permission to transfer the water rights in this contract to buyer's point of diversion.

13. A Special Water Rights Deed of the form attached will be signed at closing for the transfer of ownership to Buyer.

OTHER PROVISIONS

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLERS

Idaho Water Company LLC
Debra K. King Managing Member

BUYERS

Ralph or Donna Wheatley

Agreement for Purchase and Sale of Water Right - 3

Water Right 29-7221

Owner Type **Name and Address**
Current Owner CECIL E ARMSTRONG
849 W GLOVER RD
ARIMO, ID 83214
(208)254-3365

Current Owner NORMA M ARMSTRONG
849 W GLOVER RD
ARIMO, ID 83214
(208)254-3365

Ralph Wheatley
254-3186
251-1243

Priority Date: 8/5/1974
Basis: Decreed
Status: Active

needs a ownership change

Source
GROUND WATER

Tributary

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	1.180 CFS	490.0 AF
	Total Diversion		1.180 CFS	490.0 AF

Source and Point(s) of Diversion
GROUND WATER

NENE

Sec. 9, Twp 10S, Rge 36E, BANNOCK County

Place Of Use

IRRIGATION within BANNOCK County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	36E	9	39.0	40.0	40.0	40.0													159.0
10S	36E	10						15.0											15.0

Right Acre Limit: 140.0

POU Total Acres: 174.0

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. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 140 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. E61 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.18 CFS AND TO A TOTAL COMBINED ANNUAL

WARRANTY DEED



Alliance Title & Escrow Corp. Order No.:249264

FOR VALUE RECEIVED

Cecil E. Armstrong and Norma Armstrong, husband and wife
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ralph O. Wheatley and Vauna B. Wheatley, husband and wife
whose current address is

**PO Box 116
McCammon, ID 83250**

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

The Southeast ¼ of the Northwest ¼ and the South ¼ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 10 South, Range 36 East of the Boise Meridian in Bannock County, Idaho.

Also:

The Northeast quarter of Section 9, Township 10 South, Range 36 East of the Boise Meridian, Bannock County, Idaho, according to the official plat thereof, save and except therefrom the following tract of land.

Beginning at a point two rods West of the Northeast corner of Section 9, Township 10 South, Range 36 East of the Boise Meridian, running thence South two rods, running thence East One Hundred fifty-eight rods, running thence North 2 rods, running thence East 158 rods, to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 12, 2014