

RECEIVED

JUN 29 2016

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION DEPT. OF WATER RESOURCES SOUTHERN REGION

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

Check all that apply:

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

1. **APPLICANT(S)** Joseph Adams and Shellie Adams Phone 208-731-8513

2. MAILING ADDRESS 602 South 400 West City Heyburn

State _____ **ID** _____ **Zip** 83336 **Email** _____

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the fee schedule.

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

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

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

3. LIST WATER RIGHT NUMBER(S) 43-10030

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

4. **TOTAL AMOUNT OF WATER** transferred is 0.04 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

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

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

[illegible]

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:

Application seeks to add a second point of diversion for domestic water right. New POD already exists with pump, motor and piping. Measuring device and lockable controlling works can be added, if required.

- b. Who owns the property at the point(s) of diversion? Larry Henson

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant and owner signed agreement, which is attached.

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

Yes No

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

If yes, describe:

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

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

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

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

Joe Adams
Signature of applicant or authorized agent

Joe Adams
Print name and title if applicable

5-9-16
Date

Shellie Adams
Signature of applicant or authorized agent

Shellie Adams
Print name and title if applicable

5-9-16
Date

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

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by TF/DM

Date 6-29-2016

Fee paid \$200- Date 6-29-2016

Received by DM

Receipt # 5035553

Preliminary review by _____

Date _____

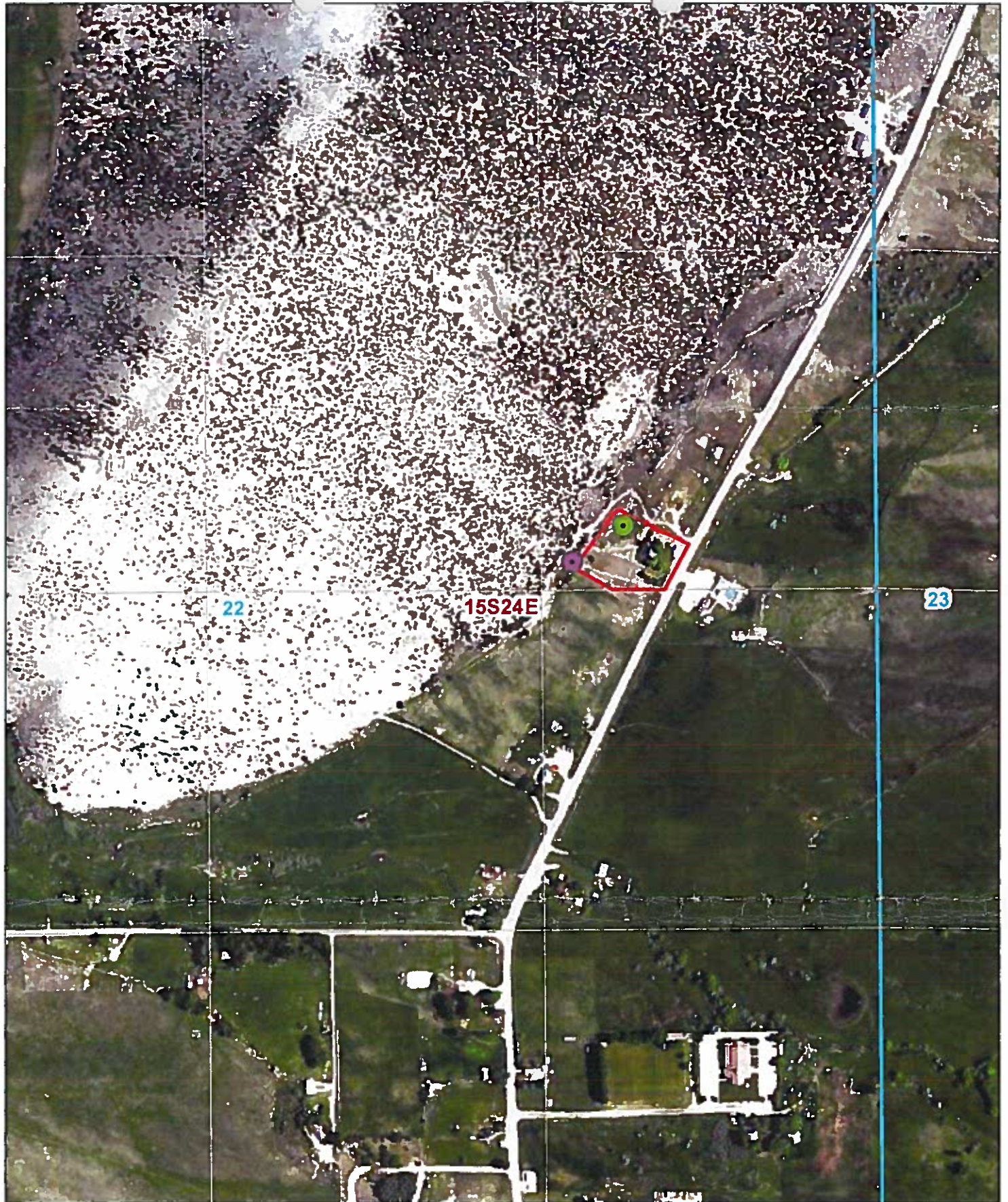
Active in the Water Supply Bank? Yes ☐ No ☐

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)



POINT OF DIVERSION TRANSFER FIGURE
JOSEPH AND SHELLIE ADAMS
NAIP 2015 AERIAL PHOTOGRAPH

BROCKWAY ENGINEERING, PLLC
GEP - APRIL 13, 2016

Legend
Existing POD 43-10030
Proposed POD 43-10030
Adams Propo 43



BIG WELL USE AND EASEMENT AGREEMENT

This Big Well Use and Easement Agreement is made by and between Larry and Jackie Henson, husband and wife ("Hensons") and Joe and Shellie Adams, husband and wife ("Adams").

WHEREAS, Hensons have applied for a domestic ground water permit 43-13742 for 0.04 cfs and also a recreational ground water permit 43-13743 for .23 cfs for the intended use in Hensons' hot springs pools to supplement their decreed spring-fed recreational water right 43-13363 from a different point of diversion (collectively referred to as "New Applications"); and

WHEREAS, On or about April 6, 2015, Adams filed a protest against the New Applications claiming injury to their domestic water right 43-10030 and their stockwater right 43-10031 and violation of an agreement entitled "Well Access Agreement" dated the 1st day of February, 2006 between Hensons and Beatrice S. Durfee, who previously owned the Adams' real property; and

WHEREAS, the parties met in mediation on the 14th day of July, 2015 and have resolved their differences and have reached a settlement of their various issues, including Adams' protest;

NOW THEREFORE, the parties agree as follows:

1. Withdrawal of Protest: Adams agree to withdraw their protest to the Hensons' Applications for Permit Nos. 43-13742 and No. 43-13743 upon the execution of this Agreement. Nothing in this Agreement, however, should be read as limiting, in any way, the ability of any of the parties to file future applications, protests, and/or administrative or judicial actions related to their water rights.

2. Big Well Diversion:

2.1 The parties refer to the proposed point of diversion for the New Applications as the "big well." The big well is located on real property presently owned by the Hensons and is depicted on Exhibit "A" attached hereto and incorporated by reference.

2.2 Hensons agree to install and maintain a meter on the big well in order to insure that they do not exceed their permitted rate and volume. The meter must be approved by the Idaho Department of Water Resources ("IDWR") or otherwise meet IDWR meter requirements

2.3 Upon the execution of this Agreement, the Adams agree to apply to IDWR to add a point of diversion to the Adams' domestic water right no. 43-10030 so that water can be diverted from the big well to irrigate ½ acre of the Adams' real property more particularly described on Exhibit "B" attached hereto and incorporated by reference. All costs and fees to

Big Well Use and Easement Agreement - Page - 1

add the big well as an additional point of diversion for Adams' domestic irrigation shall be borne by Adams. The parties agree that the Adams will hire Brockway Engineering to handle the transaction.

2.4 Upon IDWR approval of the Adams' application for an additional point of diversion from the big well, Hensons agree to install a line from the big well to Adams' present domestic water system for use ONLY to irrigate ½ acre of Adams' real property described on Exhibit B. All costs for materials for the line will be paid by the Adams. Hensons agree to provide all labor to install the line.

2.5 The Adams agree to divert water from the big well only during times when Hensons have the pump turned on. Notwithstanding the foregoing, should the Hensons cease using the big well, then the Adams may continue to use the big well, but they must bear the costs and expenses of any necessary modifications to the big well and/or line to their domestic system.

2.6 Notwithstanding the foregoing limitations, if in the future, Adams' supplemental well (water right No. 43-10030) is insufficient to take care of their domestic culinary use, then the Adams may elect to use the "big well" to also provide domestic culinary water for their real property.

2.7 As long as Hensons use the "big well", they shall pay for all costs and expenses associated with operating, maintaining, and repairing the "big well" including, but not limited to, all electric bills. If the Hensons cease using the big well and the Adams elect to continue using the big well as set forth above, then the Adams agree to pay all costs and expenses associated with their use of the big well.

2.8 The parties agree that easements are necessary to carry out the terms of this Agreement. Those easements are defined and set forth in Exhibits C1 and C2 attached hereto and incorporated by reference. Upon recording, Exhibit C1 will supercede the Well Access Agreement dated February 1, 2006 which was previously recorded in Cassia County as Instrument No. 306504 by Hensons and Beatrice S. Durfee, the Adams' predecessor in interest.

3. Conditions. If the New Applications and the Adams' application for the big well point of diversion are not approved, this Agreement is null and void.

4. Attorney Fees. Each Party shall pay for their own attorneys fees incurred in this action. However, if action is brought to enforce any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and costs incurred.

5. Binding Effect: This Agreement is binding upon the Parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

DATED this 23 day of Dec., 2015.

Larry Henson
Larry Henson

DATED this 23 day of Dec., 2015.

Jackie Henson
Jackie Henson

DATED this 23 day of Dec., 2015.

Joe Adams
Joe Adams

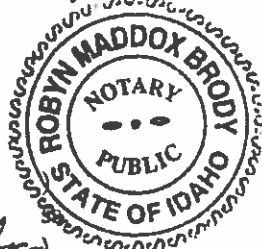
DATED this 23 day of December, 2015.

Shellie Adams
Shellie Adams

STATE OF IDAHO,)

County of Shoshone

On this 13th day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Henson and Jackie Henson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



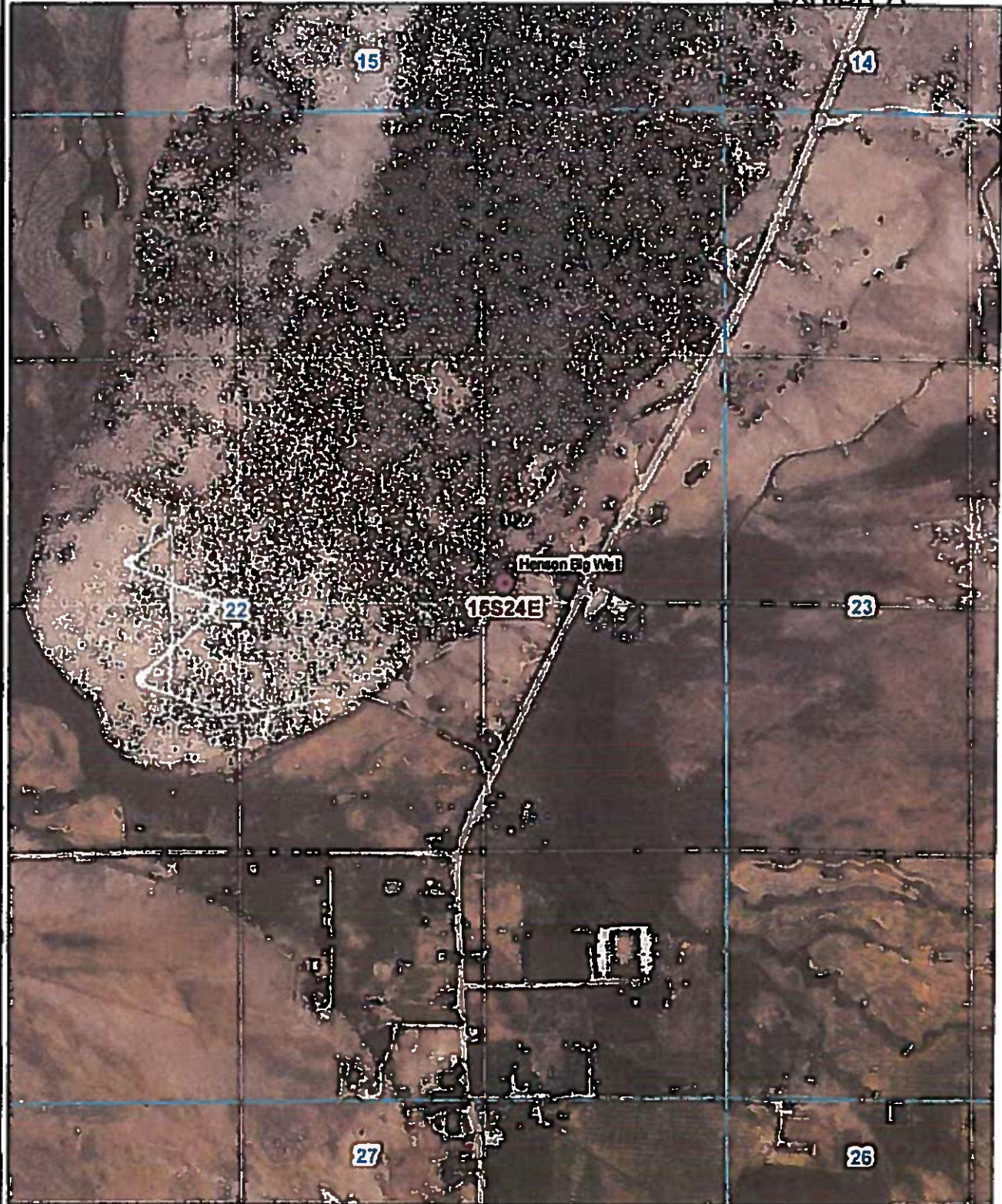
Robyn Maddox Brody
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 11/27/18

STATE OF IDAHO,

County of Shoshone

On this 23rd day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Adams and Shellie Adams, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Robyn Maddox Brody
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 11/27/18



WELL LOCATIONS ACCORDING TO IDWR
LARRY AND JACKIE HENSON; JOE AND SHELLY ADAMS
NAIP 2013 AERIAL PHOTOGRAPH

BROCKWAY ENGINEERING, PLLC
GEP - NOV 4, 2015

Legend
Henson Bg Well



EXHIBIT B

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: Part of the SE¼NE¼, more particularly described as follows:

Beginning at the E¼ section corner of said Section 22, said corner marked by a U.S. B.L.M. iron pipe with brass cap; Thence North 77°40'36" West for a distance of 730.30 feet to the Point of Beginning;
Thence South 26°14'01" West along the approximate centerline of a county road for a distance of 302.00 feet to a point;
Thence North 62°12'16" West for a distance of 35.00 feet to a ½ inch rebar;
Thence North 62°12'16" West for a distance of 342.58 feet to a ½ inch rebar;
Thence North 33°26'21" East for a distance of 290.95 feet to a ½ inch rebar;
Thence South 64°26'11" East for a distance of 308.86 feet to a ½ inch rebar;
Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

Commonly known as: 2942 S. Elba Almo Road, Almo, ID 83312

**EXHIBIT C-1
EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is between Joe and Shellie Adams, husband and wife, whose current address is 602 S 400 W, Heyburn, Idaho 83336 ("Grantor") and Larry and Jackie Henson, whose current address is PO Box 183 Almo, Idaho 83312 ("Grantee").

1. BACKGROUND.

1.1 Grantor Real Property. Grantor is the owner of the real property described on Exhibit A attached ("Grantor Real Property").

1.2 Benefited Real Property. Grantee is the owner of the real property described on Exhibit B attached ("Benefited Real Property").

1.3 Easement Real Property. The portion of the Grantor Real Property that is subject to the easement is described on Exhibit C attached ("Easement Real Property").

1.4 Settlement Agreement. In accordance with the terms of Settlement Agreement dated December 23rd, 2015, Grantor has agreed to convey to the Grantee a nonexclusive easement on a portion of the Grantor Real Property in favor of the Benefited Real Property for the purposes described in Section 2.2 below.

1.5 Purpose of Agreement. The purposes of this Agreement are (i) to describe the easement granted, and (ii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. GRANT OF EASEMENT.

2.1 Grant. For value received, Grantor hereby **GRANTS AND CONVEYS** to the Grantee a nonexclusive easement on the Easement Real Property.

2.2 Purposes of Easement. The easement is granted solely for the following purposes and no other: installation, maintenance, and repair of water line to deliver water to Benefited Real Property in accordance with Grantee's Applications for Permit Nos. 43-13742 and No. 43-13743.

2.3 Term of Easement. The term of this Easement Agreement shall be perpetual except that if Grantee ceases using the point of diversion identified in Grantee's Applications for Permit Nos. 43-13742 and No. 43-13743 ("big well") to deliver water to the recreational hot tubs on the Benefited Real Property then this Easement Agreement shall terminate and Grantee shall have no interest whatsoever in the Easement Real Property.

2.4 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Easement Real

Property, and (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by any owner of all or part of, the Benefited Real Property.

2.5 Covenants and Agreements of the Grantee. The Grantee, on behalf of the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, as follows:

2.5.1 Indemnification. To indemnify, defend, and hold harmless any owner of all or part of the Grantor Real Property from any loss, claim, or other liability of any nature (including attorney fees and costs) that may result directly or indirectly from any use of or improvement to the easement by the Grantee.

2.5.2 Repair and Maintenance. To maintain all improvements installed by Grantee on the Easement Real Property in good and sufficient repair.

2.6 Supercedes Prior Easement Agreement. Upon recording, this Agreement hereby supercedes the Well Access Agreement previously executed by Larry and Jackie Henson and Beatrice S. Durfee, the predecessor of Grantor, and recorded in Cassia County, Instrument No. 306504. The Well Access Agreement shall have no force or effect.

3. SIGNATURES.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

DATED this ____ day of _____, 2015.

Larry Henson

DATED this ____ day of _____, 2015.

Jackie Henson

DATED this ____ day of _____, 2015.

Joe Adams

DATED this ____ day of _____, 2015.

Shellie Adams

STATE OF IDAHO,)
 ss.
County of _____.)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Larry Henson and Jackie Henson**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at:
My Commission Expires:

STATE OF IDAHO,)
County of _____)
ss.

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Adams and Shellie Adams**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at:
My Commission Expires:

EXHIBIT A

GRANTOR REAL PROPERTY

**TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 22: Part of the SE¼NE¼, more particularly described as follows:

**Beginning at the E¼ section corner of said Section 22, said corner marked by a U.S. B.L.M. iron pipe with brass cap; Thence North 77°40'38" West for a distance of 730.30 feet to the Point of Beginning;
Thence South 28°14'01" West along the approximate centerline of a county road for a distance of 302.03 feet to a point;
Thence North 62°12'16" West for a distance of 35.00 feet to a ½ inch rebar;
Thence North 62°12'16" West for a distance of 342.58 feet to a ½ inch rebar;
Thence North 33°26'21" East for a distance of 290.06 feet to a ½ inch rebar;
Thence South 64°26'11" East for a distance of 306.06 feet to a ½ inch rebar;
Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.**

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

Commonly known as: 2942 S. Elba Almo Road, Almo, ID 83312

EXHIBIT B
BENEFITED REAL PROPERTY

Beginning at the Northeast corner of the Southeast Quarter of Section 22, Township 15 South, Range 24 running thence South 210 feet; thence West 900 feet; thence Northeasterly to a point 800 feet West of said Northeast corner; thence East 800 feet to the place of beginning.

The SE1/4NE1/4 of Section 22 of Township 15 South, Range 24 East of the Boise Meridian, Cassia County, State of Idaho, excepting therefrom the following described property:

Beginning at the East 1/4 section corner of Section 22 of T.15 S., R.24 E., B.M., said corner marked by a U.S. B.L.M. iron pipe with brass cap; thence N 77°40'36" for a distance of 730.30 feet to the point of Beginning;

Thence South 26°14'01" West along the approximate centerline of a county road for a distance of 302.03 feet to a point;

Thence North 62°12'16" West for a distance of 35.00 feet to a 1/2" rebar;

Thence North 62°12'16" West for a distance of 342.56 feet to a 1/2" rebar;

Thence North 33°26'21" East for a distance of 290.05 feet to a 1/2" rebar;

Thence South 64°26'11" East for a distance of 306.06 feet to a 1/2" rebar;

Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.

Said property contains 2.43 acres more or less and is subject to a 35 foot county road right of way along the Easterly side.

Also excepting therefrom:

A parcel of land being on both sides of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Northeast Quarter of the Southeast Quarter and Southeast Quarter of the Northeast Quarter of Section 22, Township 15 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 15 South, Range 24 East, Boise Meridian;

THENCE North 00° 50' 14" West along the East boundary of the SE4 of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South 89° 26' 06" West along the North boundary of the SE4 of Section 22 for a distance of 230.059 meters (754.79 feet) to Station 108+75.660, 9.899 meters (32.48 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1) to the TRUE POINT OF BEGINNING;

THENCE Southwesterly 30.340 meters (99.54 feet) along a curve left having a radius of 1735.711 meters (5694.58 feet), delta angle of 01° 00' 55", and a long chord bearing South 26° 26' 22" West for a distance of 30.340 meters (99.54 feet) to Station 108+45.262, 10.322

meters (33.87 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE South 25° 56' 19" West for a distance of 41.318 meters (135.56 feet) to Station 108+03.861, 10.963 meters (35.97 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE South 89° 26' 06" West for a distance of 11.921 meters (39.11 feet) to Station 107+98.420, 0.353 meters (1.16 feet) right of the centerline of Project PLH-2841 (101) and being on the centerline of Project S-2848 (1);

THENCE North 25° 56' 19" East along the centerline of Project S-2848 (1) for a distance of 46.634 meters (153.00 feet) to Station 108+45.053, 0.344 meters (1.13 feet) right of the centerline of Project PLH-2841 (101);

THENCE Northeasterly 81.293 meters (266.71 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of 02° 40' 02", and a long chord bearing North 27° 16' 20" East for a distance of 81.286 meters (266.69 feet) to Station 109+26.331, 0.706 meters (2.32 feet) left of the centerline of Project PLH-2841 (101);

THENCE North 64° 15' 46" West for a distance of 10.681 meters (35.04 feet) to Station 109+25.911, 11.379 meters (37.33 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE Northeasterly 25.948 meters (85.13 feet) along a curve right having a radius of 1757.047 meters (5764.58 feet), delta angle of 00° 50' 46", and a long chord bearing North 29° 00' 41" East for a distance of 25.948 meters (85.13 feet) to Station 109+51.798, 10.983 meters (36.03 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE South 60° 33' 56" East along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 21.336 meters (70.00 feet) to Station 109+51.369, 10.349 meters (33.95 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE Southwesterly 75.562 meters (247.91 feet) along a curve left having a radius of 1735.711 meters (5694.58 feet), delta angle of 02° 29' 39", and a long chord bearing South 28° 11' 14" West for a distance of 75.556 meters (247.69 feet) to the TRUE POINT OF BEGINNING.

Highway Reference Station: 107+98.420 to 109+51.798

The area above described contains approximately 0.187 Hectare (0.46 Acres) more or less, of which 0.187 Hectare (0.46 Acres) is acknowledged to be a public road.

Also excepting therefrom:

A parcel of land being on the Westerly side of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 15 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 15 South, Range 24 East, Boise Meridian;

THENCE North 00° 50' 14" West along the East boundary of the SE4 of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South 89° 26' 06" West along the North boundary of the SE4 of Section 22 for a distance of 242.076 meters (794.21 feet) to Station 108+70.023, 0.717 meters (2.35 feet) left of the centerline of Project PLH-2841 (101) and being a point on the centerline of Project No. S-2848 (1);

THENCE Northeasterly along the centerline of Project S-2848 (1), 81.577 meters (267.64 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of 02° 40' 35", and a long chord bearing North 28° 05' 46" East for a distance of 81.569 meters (267.61 feet) to Station 109+51.584, 0.317 meters (1.04 feet) left of the centerline of Project PLH-2841 (101);

THENCE North 50° 33' 56" West along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 10.668 meters (35.00 feet) to Station 109+51.798, 10.983 meters (36.03 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE North 29° 26' 04" East along the Westerly boundary of Right of Way Deed # 177403 for a distance of 48.310 meters (158.50 feet) to Station 110+00.000, 10.247 meters (33.62 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1) and also being the TRUE POINT OF BEGINNING;

THENCE North 61° 09' 45" West for a distance of 1.945 meters (6.40 feet) to Station 110+00.000, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE Northeasterly 55.858 meters (183.26 feet) along a curve right having a radius of 5012.192 meters (16444.17 feet), delta angle of 00° 38' 19", and a long chord bearing North 29° 09' 24" East for a distance of 55.857 meters (183.26 feet) to Station 110+55.722, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE North 29° 28' 33" East for a distance of 44.278 meters (145.27 feet) to Station 111+00.000, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE South 60° 31' 27" East for a distance of 2.184 meters (7.17 feet) to Station 111+00.000, 10.008 meters (32.84 feet) left of the centerline of Project PLH-2841 (101) and being a point on the Westerly boundary of Right of Way Deed # 177403;

THENCE South 29° 26' 04" West along the Westerly boundary of Right of Way Deed # 177403 for a distance of 100.113 meters (328.45 feet) to the TRUE POINT OF BEGINNING;

Highway Reference Station: 110+00.000 to 111+00.000

The area above described contains approximately 0.021 Hectare (0.05 Acres) more or less.

Also excepting therefrom:

A parcel of land being on the Easterly side of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans

thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 15 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 15 South, Range 24 East, Boise Meridian:

THENCE North $00^{\circ} 50' 14''$ West along the East boundary of the SE $\frac{1}{4}$ of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South $89^{\circ} 26' 06''$ West along the North boundary of the SE $\frac{1}{4}$ of Section 22 for a distance of 242.076 meters (794.21 feet) to Station 108+70.023, 0.717 meters (2.35 feet) left of the centerline of Project PLH-2841 (101) and being a point on the centerline of Project No. S-2848 (1);

THENCE Northeasterly along the centerline of Project S-2848 (1), 81.577 meters (267.64 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of $02^{\circ} 40' 35''$, and a long chord bearing North $28^{\circ} 05' 46''$ East for a distance of 81.569 meters (267.61 feet) to Station 109+51.584, 0.317 meters (1.04 feet) left of the centerline of Project PLH-2841 (101);

THENCE South $60^{\circ} 33' 56''$ East along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 10.668 meters (35.00 feet) to Station 109+51.369, 10.349 meters (33.95 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE North $29^{\circ} 26' 04''$ East along the Easterly boundary of Right of Way Deed # 177403 for a distance of 104.129 meters (341.63 feet) to Station 110+55.722, 11.360 meters (37.27 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1) and also being the TRUE POINT OF BEGINNING;

THENCE South $60^{\circ} 31' 27''$ East for a distance of 0.832 meters (2.73 feet) to Station 110+55.722, 12.192 meters (40.00 feet) right of the centerline of Project PLH-2841 (101);

THENCE North $29^{\circ} 28' 33''$ East for a distance of 228.624 meters (750.08 feet) to Station 112+84.346, 12.192 meters (40.00 feet) right of the centerline of Project PLH-2841 (101);

THENCE North $60^{\circ} 31' 27''$ West for a distance of 0.997 meters (3.27 feet) to Station 112+84.346, 11.193 meters (36.73 feet) right of the centerline of Project PLH-2841 (101) and being a point on the Easterly boundary of Right of Way Deed # 177403;

THENCE South $29^{\circ} 26' 04''$ West along the Easterly boundary of Right of Way Deed # 177403 for a distance of 228.624 meters (750.08 feet) to the TRUE POINT OF BEGINNING;

Highway Reference Station: 110+55.722 to 112+84.346

The area above described contains approximately 0.020 Hectare (0.05 Acres) more or less.

EXHIBIT C

EASEMENT REAL PROPERTY

The South 50 feet of the below described property until it intersects with the quarter section line and then continuing for 25 feet on either side of the quarter section line (or as much of it is located in the below described property) to the East boundary of the below described property:

Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and also part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22 of Township 15 South, Range 24 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the East $\frac{1}{4}$ section corner of Section 22 of Township 15 South, Range 24 East, Boise Meridian, said corner marked by a U.S. B.L.M. iron pipe with brass cap; Thence North 77°40'36" West for a distance of 730.30 feet to the Point of Beginning;

Thence South 26°14'01" West along the approx. centerline of a county road for a distance of 302.03 feet to a point; Thence North 62°12'16" West for a distance of 35.00 feet to a $\frac{1}{2}$ " rebar; Thence North 62°12'16" West for a distance of 342.56 feet to a $\frac{1}{2}$ " rebar; Thence North 33°26'21" East for a distance of 290.05 feet to a $\frac{1}{2}$ " rebar; Thence South 64°26'11" East for a distance of 306.06 feet to a $\frac{1}{2}$ " rebar; Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.

**EXHIBIT C-2
EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is between, Larry and Jackie Henson, husband and wife, whose current address is PO Box 183, Almo, Idaho 83312 ("Grantor") and Joe and Shellie Adams, whose current address is 602 S 400 W, Heyburn, Idaho 83336 ("Grantee").

1. BACKGROUND.

1.1 Grantor Real Property. Grantor is the owner of the real property described on Exhibit A attached ("Grantor Real Property").

1.2 Benefited Real Property. Grantee is the owner of the real property described on Exhibit B attached ("Benefited Real Property").

1.3 Settlement Agreement. In accordance with the terms of a Settlement Agreement dated December 13th, 2015 Grantor has agreed to allow Grantee to divert water from a well located on Grantor Real Property ("big well") and to convey to the Grantee a nonexclusive easement over and across Grantor Real Property in favor of the Benefited Real Property for the purposes described in Section 2.2 below.

1.4 Purpose of Agreement. The purposes of this Agreement are (i) to describe the easement granted, and (ii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. GRANT OF EASEMENT.

2.1 Grant. For value received, Grantor hereby **GRANTS AND CONVEYS** to the Grantee a nonexclusive easement over and across Grantor Real Property.

2.2 Purposes of Easement. The easement is granted solely for the following purposes and no other: accessing the valve that provides water from the big well to the Benefited Real Property in accordance with the Settlement Agreement. In the event Grantor ceases to use the big well, then the purpose of the easement shall include the right to access, modify, maintain, and repair the big well as may be necessary so that Grantee may continue to divert water from the big well in accordance with the Settlement Agreement.

2.3 Term of Easement. The term of this Easement Agreement shall be perpetual.

2.4 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Easement Real Property, and (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by any owner of all or part of, the Benefited Real Property.

2.5 Covenants and Agreements of the Grantee. The Grantee, on behalf of the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, as follows:

2.5.1 Indemnification. To indemnify, defend, and hold harmless any owner of all or part of the Grantor Real Property from any loss, claim, or other liability of any nature (including attorney fees and costs) that may result directly or indirectly from any use of or improvement to the easement by the Grantee.

3. SIGNATURES.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

DATED this ____ day of _____, 2015.

Larry Henson

DATED this ____ day of _____, 2015.

Jackie Henson

DATED this ____ day of _____, 2015.

Joe Adams

DATED this ____ day of _____, 2015.

Shellie Adams

STATE OF IDAHO,)

County of _____,)
ss.

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Larry Henson and Jackie Henson**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

Residing at:

My Commission Expires:

STATE OF IDAHO,)
ss.

County of _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Adams and Shellie Adams**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

Residing at:

My Commission Expires:

EXHIBIT A
GRANTOR REAL PROPERTY

Beginning at the Northeast corner of the Southeast Quarter of Section 22, Township 15 South, Range 24 running thence South 210 feet; thence West 900 feet; thence Northeasterly to a point 800 feet West of said Northeast corner; thence East 800 feet to the place of beginning.

The SE1/4NE1/4 of Section 22 of Township 15 South, Range 24 East of the Boise Meridian, Cassia County, State of Idaho, excepting therefrom the following described property:

Beginning at the East 1/4 section corner of Section 22 of T.15 S., R.24 E., B.M., said corner marked by a U.S. B.L.M. iron pipe with brass cap; thence N 77°40'36" for a distance of 730.30 feet to the point of Beginning;

Thence South 26°14'01" West along the approximate centerline of a county road for a distance of 302.03 feet to a point;

Thence North 62°12'16" West for a distance of 35.00 feet to a 1/2" rebar;

Thence North 62°12'16" West for a distance of 342.56 feet to a 1/2" rebar;

Thence North 33°26'21" East for a distance of 290.05 feet to a 1/2" rebar;

Thence South 64°26'11" East for a distance of 306.06 feet to a 1/2" rebar;

Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.

Said property contains 2.43 acres more or less and is subject to a 35 foot county road right of way along the Easterly side.

Also excepting therefrom:

A parcel of land being on both sides of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Northeast Quarter of the Southeast Quarter and Southeast Quarter of the Northeast Quarter of Section 22, Township 15 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 15 South, Range 24 East, Boise Meridian;

THENCE North 00° 50' 14" West along the East boundary of the SE4 of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South 89° 26' 06" West along the North boundary of the SE4 of Section 22 for a distance of 230.059 meters (754.79 feet) to Station 108+75.660, 9.899 meters (32.48 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1) to the TRUE POINT OF BEGINNING;

THENCE Southwesterly 30.340 meters (99.54 feet) along a curve left having a radius of 1735.711 meters (5694.58 feet), delta angle of 01° 00' 55", and a long chord bearing South 26° 26' 22" West for a distance of 30.340 meters (99.54 feet) to Station 108+45.262, 10.322

meters (33.87 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE South 25° 56' 19" West for a distance of 41.318 meters (135.56 feet) to Station 108+03.861, 10.963 meters (35.97 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE South 89° 26' 06" West for a distance of 11.921 meters (39.11 feet) to Station 107+98.420, 0.353 meters (1.16 feet) right of the centerline of Project PLH-2841 (101) and being on the centerline of Project S-2848 (1);

THENCE North 25° 56' 19" East along the centerline of Project S-2848 (1) for a distance of 46.634 meters (153.00 feet) to Station 108+45.053, 0.344 meters (1.13 feet) right of the centerline of Project PLH-2841 (101);

THENCE Northeasterly 81.293 meters (266.71 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of 02° 40' 02", and a long chord bearing North 27° 16' 20" East for a distance of 81.286 meters (266.69 feet) to Station 109+26.331, 0.706 meters (2.32 feet) left of the centerline of Project PLH-2841 (101)

THENCE North 64° 15' 46" West for a distance of 10.681 meters (35.04 feet) to Station 109+25.911, 11.379 meters (37.33 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE Northeasterly 25.948 meters (85.13 feet) along a curve right having a radius of 1757.047 meters (5764.58 feet), delta angle of 00° 50' 46", and a long chord bearing North 29° 00' 41" East for a distance of 25.948 meters (85.13 feet) to Station 109+51.798, 10.983 meters (36.03 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE South 60° 33' 56" East along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 21.336 meters (70.00 feet) to Station 109+51.369, 10.349 meters (33.95 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE Southwesterly 75.563 meters (247.91 feet) along a curve left having a radius of 1735.711 meters (5694.58 feet), delta angle of 02° 29' 39", and a long chord bearing South 28° 11' 14" West for a distance of 75.556 meters (247.89 feet) to the TRUE POINT OF BEGINNING.

Highway Reference Station: 107+98.420 to 109+51.798

The area above described contains approximately 0.187 Hectare (0.46 Acres) more or less, of which 0.187 Hectare (0.46 Acres) is acknowledged to be a public road.

Also excepting therefrom:

A parcel of land being on the Westerly side of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 13 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 13 South, Range 24 East, Boise Meridian;

THENCE North 00° 50' 14" West along the East boundary of the SE4 of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South 89° 26' 06" West along the North boundary of the SE4 of Section 22 for a distance of 742.076 meters (2436.21 feet) to Station 108+70.023, 0.717 meters (2.35 feet) left of the centerline of Project PLH-2841 (101) and being a point on the centerline of Project No. S-2848 (1);

THENCE Northeasterly along the centerline of Project S-2848 (1), 81.577 meters (267.64 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of 02° 40' 35", and a long chord bearing North 28° 05' 46" East for a distance of 81.569 meters (267.61 feet) to Station 109+51.584, 0.317 meters (1.04 feet) left of the centerline of Project PLH-2841 (101);

THENCE North 60° 33' 55" West along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 10.668 meters (35.00 feet) to Station 109+51.798, 10.983 meters (36.03 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1);

THENCE North 29° 26' 04" East along the Westerly boundary of Right of Way Deed # 177403 for a distance of 48.310 meters (158.50 feet) to Station 110+00.000, 10.247 meters (33.62 feet) left of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) left of the centerline of Project S-2848 (1) and also being the TRUE POINT OF BEGINNING;

THENCE North 61° 09' 45" West for a distance of 1.945 meters (6.40 feet) to Station 110+00.000, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE Northeasterly 55.858 meters (183.26 feet) along a curve right having a radius of 5012.192 meters (16444.17 feet), delta angle of 00° 38' 19", and a long chord bearing North 29° 09' 24" East for a distance of 55.857 meters (183.26 feet) to Station 110+55.722, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE North 29° 28' 33" East for a distance of 44.278 meters (145.27 feet) to Station 111+00.000, 12.192 meters (40.00 feet) left of the centerline of Project PLH-2841 (101);

THENCE South 60° 31' 27" East for a distance of 2.184 meters (7.17 feet) to Station 111+00.000, 10.008 meters (32.84 feet) left of the centerline of Project PLH-2841 (101) and being a point on the Westerly boundary of Right of Way Deed # 177403;

THENCE South 29° 26' 04" West along the Westerly boundary of Right of Way Deed # 177403 for a distance of 100.113 meters (328.45 feet) to the TRUE POINT OF BEGINNING;

Highway Reference Station: 110+00.000 to 111+00.000

The area above described contains approximately 0.021 Hectare (0.05 Acres) more or less.

Also excepting therefrom:

A parcel of land being on the Easterly side of the centerline of Project No. PLH-2841 (101), Highway Survey as shown on the plans

thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 15 South, Range 24 East, Boise Meridian, described as follows, to-wit:

BEGINNING at the Southeast corner of said Section 22, Township 15 South, Range 24 East, Boise Meridian;

THENCE North $00^{\circ} 50' 14''$ West along the East boundary of the SE4 of Section 22 for a distance of 814.774 meters (2673.14 feet) to the East Quarter corner of Section 22;

THENCE South $89^{\circ} 26' 06''$ West along the North boundary of the SE4 of Section 22 for a distance of 242.076 meters (794.21 feet) to Station 108+70.023, 0.717 meters (2.35 feet) left of the centerline of Project PLH-2841 (101) and being a point on the centerline of Project No. S-2848 (1);

THENCE Northeasterly along the centerline of Project S-2848 (1), 81.577 meters (267.64 feet) along a curve right having a radius of 1746.379 meters (5729.58 feet), delta angle of $02^{\circ} 40' 35''$, and a long chord bearing North $28^{\circ} 05' 46''$ East for a distance of 81.569 meters (267.61 feet) to Station 109+51.584, 0.317 meters (1.04 feet) left of the centerline of Project PLH-2841 (101);

THENCE South $60^{\circ} 33' 56''$ East along the Southwesterly boundary of Right of Way Deed # 177403 for a distance of 10.668 meters (35.00 feet) to Station 109+51.369, 10.349 meters (33.95 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1);

THENCE North $29^{\circ} 26' 04''$ East along the Easterly boundary of Right of Way Deed # 177403 for a distance of 104.129 meters (341.61 feet) to Station 110+55.722, 11.360 meters (37.27 feet) right of the centerline of Project PLH-2841 (101) and being 10.668 meters (35.00 feet) right of the centerline of Project S-2848 (1) and also being the TRUE POINT OF BEGINNING;

THENCE South $60^{\circ} 31' 27''$ East for a distance of 0.832 meters (2.73 feet) to Station 110+55.722, 12.192 meters (40.00 feet) right of the centerline of Project PLH-2841 (101);

THENCE North $29^{\circ} 28' 33''$ East for a distance of 228.624 meters (750.08 feet) to Station 112+84.346, 12.192 meters (40.00 feet) right of the centerline of Project PLH-2841 (101);

THENCE North $60^{\circ} 31' 27''$ West for a distance of 0.997 meters (3.27 feet) to Station 112+84.346, 11.195 meters (36.73 feet) right of the centerline of Project PLH-2841 (101) and being a point on the Easterly boundary of Right of Way Deed # 177403;

THENCE South $29^{\circ} 26' 04''$ West along the Easterly boundary of Right of Way Deed # 177403 for a distance of 228.624 meters (750.08 feet) to the TRUE POINT OF BEGINNING;

Highway Reference Station: 110+55.722 to 112+84.346

The area above described contains approximately 0.020 Hectare (0.05 Acres) more or less.

EXHIBIT B

BENEFITED REAL PROPERTY

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 22: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the E $\frac{1}{4}$ section corner of said Section 22, said corner marked by a U.S. B.L.M. iron pipe with brass cap; Thence North 77°40'34" West for a distance of 730.30 feet to the Point of Beginning;
Thence South 26°14'01" West along the approximate centerline of a county road for a distance of 302.03 feet to a point;
Thence North 62°12'16" West for a distance of 35.00 feet to a $\frac{1}{4}$ inch rebar;
Thence North 62°12'16" West for a distance of 342.58 feet to a $\frac{1}{4}$ inch rebar;
Thence North 33°26'21" East for a distance of 290.06 feet to a $\frac{1}{4}$ inch rebar;
Thence South 64°26'11" East for a distance of 306.06 feet to a $\frac{1}{4}$ inch rebar;
Thence South 64°26'11" East for a distance of 35.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes.

Commonly known as: 2942 S. Elba Almo Road, Almo, ID 83312



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 14, 2016

JOSEPH ADAMS
SHELLIE ADAMS
602 S 400 W
HEYBURN, ID 83336

RE: Transfer No. 81023
Water Right No(s). 43-10030

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 7/21/2016 and 7/28/2016**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**August 8, 2016**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O ERICK POWELL
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Thursday, July 14, 2016 9:53 AM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.doc

Attached please find (1) legal notice being submitted for publication on July 21st & 28th, 2016. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

*Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov*



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 14, 2016

LEGAL NOTICE DEPARTMENT
TIMES NEWS
PO BOX 548
TWIN FALLS, ID 83303-0548

RE: Application For Permit No.(s): 45-14481

RE: Transfer No. 81023
Water Right No(s): 43-10030

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before August 8, 2016. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

45-14481

ROSE CREEK RANCH LLC

7595 E MCDONALD DR, STE 130

SCOTTSDALE, AZ 85250

Point of Diversion SENWNE S20 T12S R25E CASSIA County Source ROSE CREEK Tributary MARSH CREEK

Point of Diversion SENWSE S17 T12S R25E CASSIA County Source ROSE CREEK Tributary MARSH CREEK

Use: GROUND WATER RECHARGE 01/01 to 12/31 8.96 CFS

Total Diversion: 8.96 CFS

Date Filed: 7/1/2016

Place Of Use: GROUND WATER RECHARGE

T12S R25E S17 SWNE SENE SWNW SENW SW(ALL) SE(ALL)

T12S R25E S20 NENE SENE NENW NWNW

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81023

JOSEPH ADAMS and SHELLIE ADAMS, 602 S 400 W, HEYBURN, ID 83336; has filed Application No. 81023 for changes to the following water rights within CASSIA County(s): Right No(s). 43-10030. The purpose of the transfer is to change a portion of the above rights as follows: This application seeks to add a point of diversion (POD) to ground water right 43-10030 (domestic, 0.04 cfs) which is currently diverted from a well located approximately 0.6 mile north and 0.10 mile east of the intersection of the Elba-Almo Road and 3000 South Road in Almo. The additional POD will be an existing well, located approximately 0.05 mile southwest of the current POD.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. For additional information on new permits, please see www.idwr.idaho.gov/WaterManagement/WaterRights/#NewListings. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before August 8, 2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on July 21st & 28th, 2016



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 14, 2016

NATHAN ERICKSON
WATER DISTRICT #143
650 ADDISON AVE W, STE 500
TWIN FALLS, ID 83301

Via hand delivery

RE: Transfer No. 81023
Water Right No(s). 43-10300

Dear Nathan:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

A handwritten signature in black ink that reads "Denise Maline". The signature is written in a cursive, flowing style.

Denise Maline
Administrative Assistant

Enclosure(s)

MEMORANDUM

Date: July 1, 2016
To: Transfer 81023 File
From: Jim Bitzenburg
Re: Evaluation of Sufficiency of Information Submitted

This application seeks to add a point of diversion (POD) to ground water right 43-10030 (domestic, 0.04 cfs) which is currently diverted from a well located approximately 0.6 mile north and 0.10 mile east of the intersection of the Elba-Almo Road and 3000 South Road in Almo. The additional POD will be an existing well, located approximately 0.05 mile southwest of the current POD.

- **Authority to File:**
The Department's database indicates that water right 43-10030 is owned by the applicants, Joseph and Shellie Adams.
- **Water Right Validity:**
Right 43-10030 was partially decreed in the SRBA in June of 2002. The home appears to have been continuously occupied with lawn irrigation occurring, so forfeiture does not appear to be an issue.
- **Injury to Other Water Rights:**
None anticipated or foreseen. The other rights diverted out of the proposed POD are owned by the opposing party in the attached agreement.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No issues anticipated.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on the Economy of the Local Area:**
None Anticipated
- **Effect of the Agricultural Base of the Area:**
None Anticipated

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

FEE MEMORANDUM

Date: July 1, 2016
To: Joseph and Shellie Adams transfer #81023 file
From: Jim Bitzenburg
Re: Receipting/disposition of fees paid

This transfer intends to add a point of diversion to water right 43-10030 (0.04 cfs, domestic). The entire amount of flow could be diverted through the newly added POD, so the fee from the fee schedule for 0.04 cfs is \$200.00, which was paid by Joseph S. and Shellie Adams, check number 1108 in the amount of \$200.00 (IDWR receipt #S035553).



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

June 29, 2016

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, ID 83301-5858

RECEIVED

JUN 29 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

Re: Adams Domestic Water Right - Add Point of Diversion
Project No. 1287-01-2014

Dear Corey,

As part of the settlement agreement between the Adam's and the Henson's regarding water right permit no. 43-13743, the parties agreed to add a point of diversion to the Adam's domestic water right no. 43-10030. The enclosed application seeks to add the POD.

We have enclosed the agreement with this transfer application.

Sincerely,

G. Erick Powell, P.E.

enclosed

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506