

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 23 2016
Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Meadow Creek Ranch, LLC Phone 221-8690
Mailing address C/O David Bosen 2545 West 2400 North, Preston, 83263 Email _____

- ☐ 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.

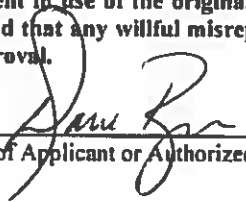
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ 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.


Signature of Applicant or Authorized Representative

DAVE BOSEN MANAGER
Print Name and Title if applicable

6/18/2016
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Ownership change
2. 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.
See attachment

This transfer defines the new PODs for right 27-104, and the new POU for rights 27-104, 27-105, and 0.46 cfs of 27-106. Accompanying this transfer are two applications for exchange, which will define the new PODs for rights 27-105 and 27-106. At the new POU, the rights will be combined with 27-74, which has a season of use from 04/15 - 07/01.

The remaining 0.04 cfs of right 27-106 was reserved for in-home and stock water use, per Purchase and Sale Agreement. Pre-transfer, the three rights combined for 1.68cfs over 84 acres, which is 0.02 cfs acre. Two acres will therefore be held at the original place of use for irrigation from the springs, and will have their natures of use changed in a separate application.

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.

[illegible]

Total authorized under rights 1.64 cfs and/or acre-feet.

2. Total amount of water proposed to be transferred or changed 1.64 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.

[illegible]

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

[illegible]

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:

Headgate installed and regulated by WD 27

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

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

- 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:

It will be dried up. The remainder of right 27-106 will be used for stockwater and in-home use, but will remain as irrigation rights until a separate transfer is filed changing their nature of use.

- 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:

27-74

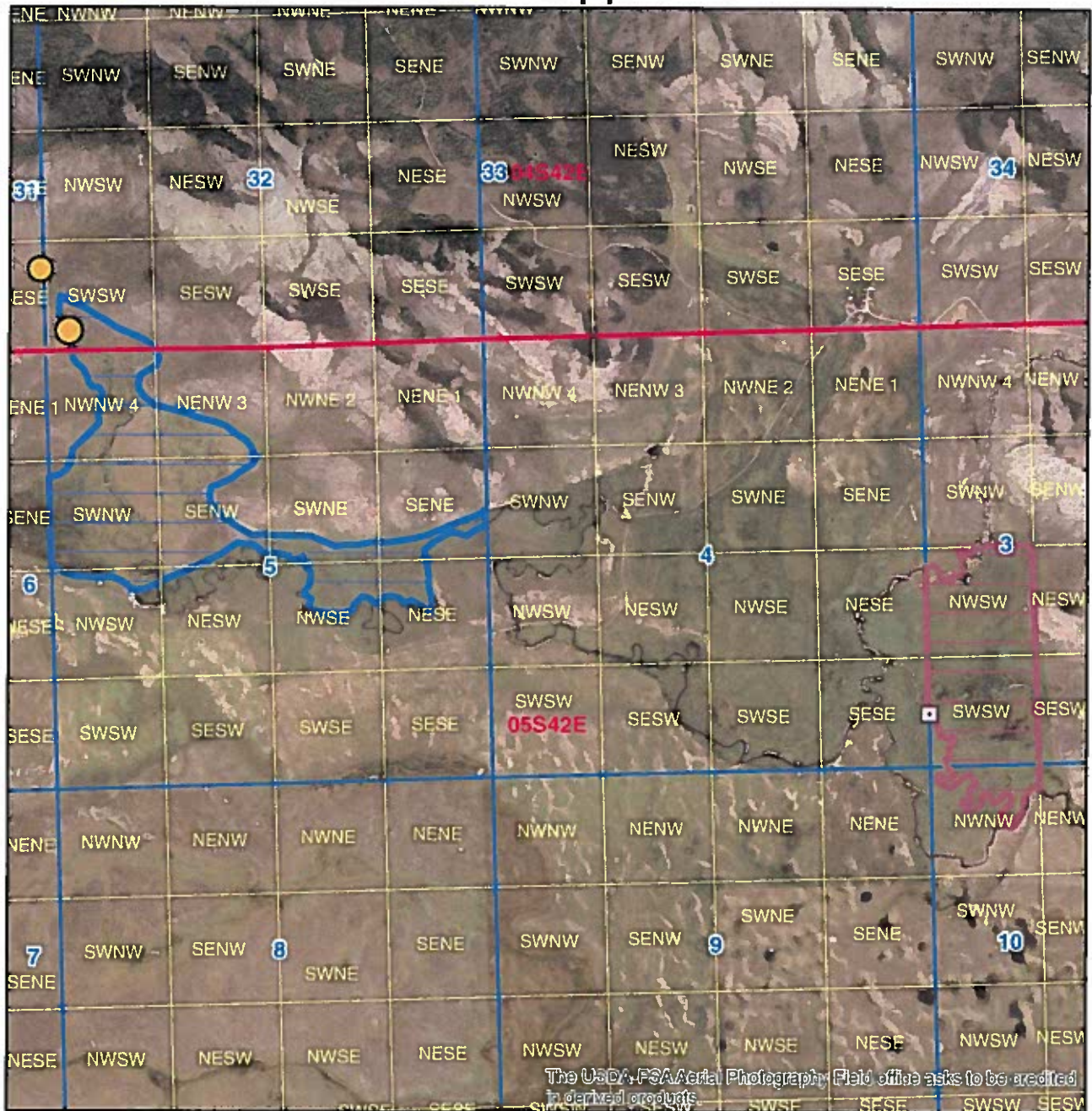
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

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:

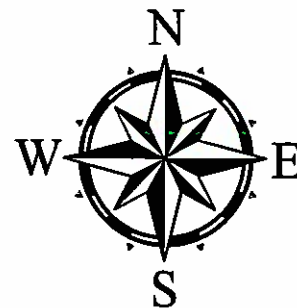
Meadow Creek Ranch Application for Transfer



2015 Imagery

Legend

- Pre-Transfer 27-104 POD
- Post-Transfer PODs
- 27-104, 27-105, 27-106 Pre-Transfer POU
- Post-Transfer POU
- Township/Range
- Sections



0 0.225 0.45 0.9 Miles

81025

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2016

Water Right 27-104

Owner Type **Name and Address**
Current Owner LA VORA WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Current Owner LOYAL JUNIOR WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Priority Date: 5/15/1890

Basis: Decreed

Status: Active

Source
MEADOW CREEK

Tributary
BLACKFOOT RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.180 CFS	
	<u>Total Diversion</u>		0.180 CFS	

Source and Point(s) of Diversion

MEADOW CREEK SWSWSW Sec. 3, Twp 05S, Rge 42E, CARIBOU County

Place Of Use

IRRIGATION within CARIBOU 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	
05S	42E	3										36.0	37.3						73.3
05S	42E	10						10.7											10.7

POU Total Acres: 84.0

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. 257 This water right is entitled to the protections of paragraph x.d of water right 27-11375.
3. P31 The remainder of this right was forfeited for non-use from 1974 to 2003.
4. F05 Right Nos. 27-105 and 27-106 are also diverted through point of diversion described above.

Comments:

1. cfrtsch 3/5/2015 Status Change
Record made Active to correct error in POD and/or POU county.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2016

Dates and Other Information

Decreed Date: 7/22/2015
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 27
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

SubCaseNumber: 27-104
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent: cbird
Basis of Claim: Decreed
Date Filed: 3/8/2006
Objection Status: Active

Water Supply Bank:

N/A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1.

Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 27-104

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXCHANGE OF WATER

Under the provisions of Section 42-240, *Idaho Code*, any person holding a surface water right may apply to exchange such water for the use of water from the same source or a different surface water source. Surface water right holders may also apply to exchange for the use of water authorized for diversion under one or more other valid water rights from the same source or a different surface water source.

1. INFORMATION ABOUT THE APPLICANT

Applicant Meadow Creek Ranch, LLC Telephone No: 221-8690
(Name of Applicant)
c/o David Boren 2545 West Email: _____
(Mailing Address) (Zip Code)

Applicant's Water Right(s) to be exchanged 27-105
Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

2. INFORMATION ABOUT THE CO-APPLICANT

Complete this portion if the applicant proposes to exchange for water diverted under a water right held by another party. The co-applicant is the holder of the right to be exchanged for the applicant's right. If more space is needed, please attach another sheet containing information about each co-applicant.

Co-applicant _____ Telephone No: _____
(Name of Co-applicant)

(Mailing Address) (Zip Code) Email: _____

Co-applicant's Water Right(s) to be exchanged _____
Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

3. EXCHANGE AGREEMENT -- Attach a copy of the written agreement between the applicant and the co-applicant(s).

4. EXCHANGE INFORMATION -- Complete Part A or Part B to explain how the proposed exchange will operate.

Part A -- For an exchange involving two or more water right holders.

The applicant proposes to divert _____ cfs and/or _____ acre feet per year of water authorized to be diverted under the co-applicant's water right(s) listed above at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Additional points of diversion, if any: _____

In exchange for authorization to divert water as described above, _____ cfs and/or _____ acre feet per year of water authorized for diversion under the applicant's water right(s) listed above will be (complete 1 or 2 below):

1. made available to the co-applicant for diversion at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.
Additional points of diversion, if any: _____

OR

2. released from storage by the co-applicant into _____ at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Part B-- For an exchange involving only the applicant's water right(s).

The applicant proposes to divert 1000 cfs and/or _____ acre feet per year of water at NESE $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____ Sec. 31 Township 04S Range 42E B.M., Caribou County. Additional points of diversion, if any: SW SW SW Sec 32 T04S R42E

In exchange for authorization to divert water as described above, 100 cfs and/or _____ acre feet per year of water authorized for diversion under the applicant's water right(s) listed above will be (complete 1 or 2 below):

1. diverted from Sheep Creek at SW NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Govt. Lot _____ Sec. 3 Township 05S Range 42E B.M., Caribou County and injected into Meadow Creek at SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____ Sec. 4 Township 05S Range 42E B.M., Caribou County.

OR

2. released from storage by the applicant into _____ at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Additional Explanation – Attach additional sheets if necessary.

The RW will be changing, stacked with 27-74, as described in accompanying transfer

If this exchange is not intended to be a permanent arrangement, please describe the circumstances under which the proposed exchange will terminate. _____

5. MAPS – Attach two maps, one showing the water right(s) as it is (they are) now used, and another showing how the water right(s) will be used under the proposed exchange. Each map should be on an 8½"x11" sheet and should clearly identify the locations of the point(s) of diversion, injection, and re-diversion of water and the place(s) of use by 40-acre subdivisions, section, township and range of the public land survey. Photocopies of USGS 7½-minute topographic quadrangles are preferred as base maps.

SIGNATURE

Applicant hereby asserts that no one will be injured by such exchange of water and acknowledges that the applicant and/or the co-applicant will be responsible for all actions taken pursuant to this exchange. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Applicant's Signature (and title if application is for an organization)

Date

FOR DEPARTMENT USE ONLY

This exchange application contains _____ pages, including attachments.

Received by _____ Date _____ Fee _____

Received by _____ Date _____ Receipt No. _____

Preliminary review by _____

Published in _____

Publication dates _____

Protests filed by _____

Copies of protests forwarded by _____

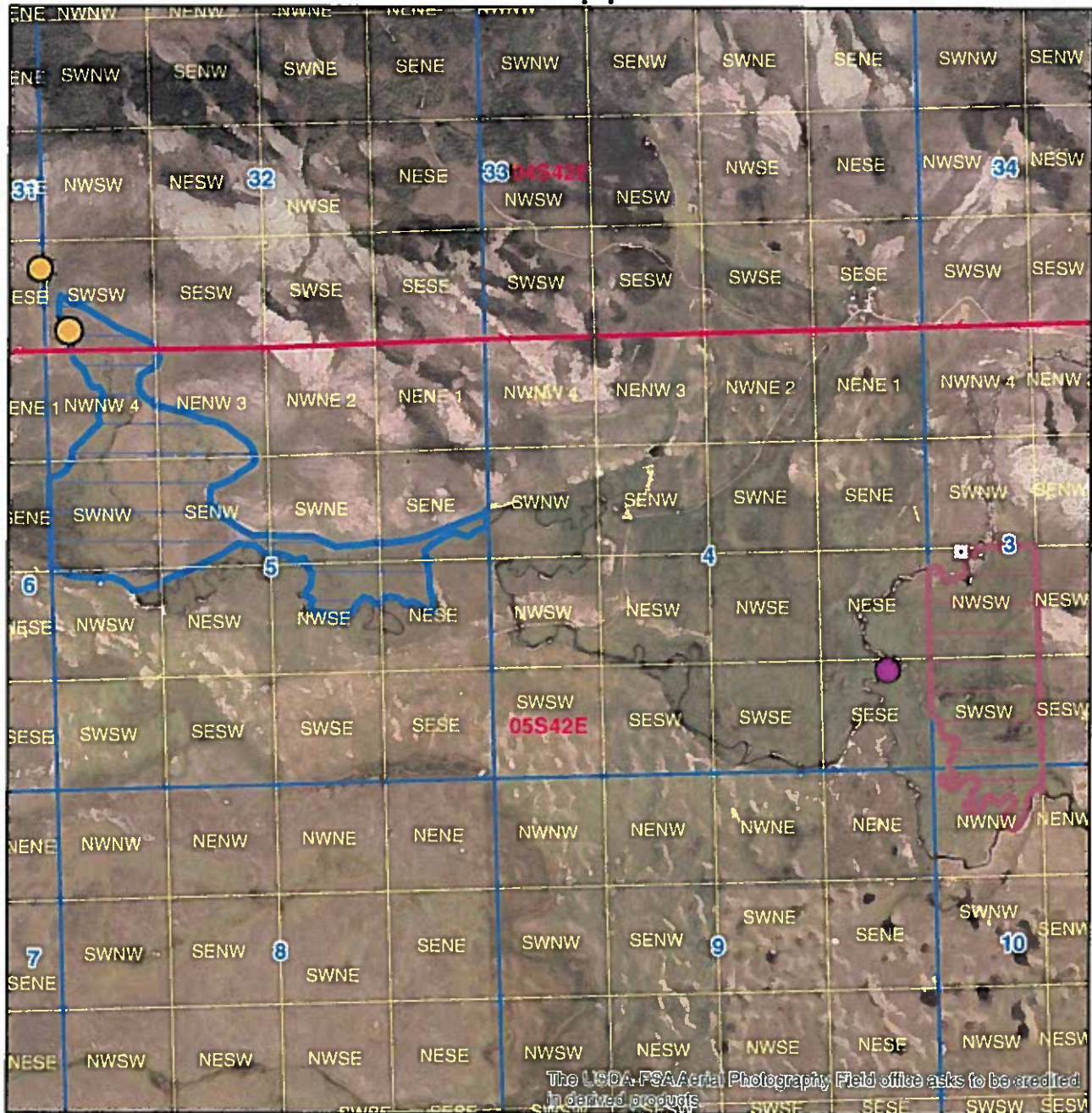
Watermaster recommendation requested on _____

Watermaster recommendation received on _____

Hearing held by _____ Date _____

Recommended for Approval _____ Denial _____ By _____

Meadow Creek Ranch Application for Transfer

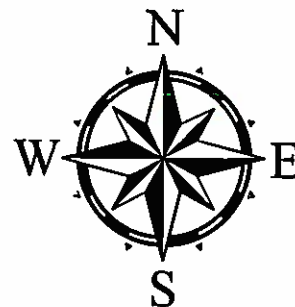


The USDA-FSA Aerial Photography Field office asks to be credited in derived products

2015 Imagery

Legend

- Sheep Creek Injection Into Meadow Creek
- Pre-Exchange 27-105 POD
- Post-Exchange PODs
- Pre-Transfer POU
- Post-Transfer POU
- Township/Range
- Sections



0 0.225 0.45 0.9 Miles

81025

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2016

Water Right 27-105

Owner Type **Name and Address**
Current Owner LA VORA WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Current Owner LOYAL JUNIOR WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Priority Date: 5/15/1890

Basis: Decreed

Status: Active

Source
SHEEP CREEK

Tributary
MEADOW CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	1.000 CFS	
	<u>Total Diversion</u>		1.000 CFS	

Source and Point(s) of Diversion

SHEEP CREEK SWNWSW Sec. 3, Twp 05S, Rge 42E, CARIBOU County

Place Of Use

IRRIGATION within CARIBOU 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	
05S	42E	3										36.0	37.3						73.3
05S	42E	10						10.7											10.7

POU Total Acres: 84.0

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. 257 This water right is entitled to the protections of paragraph x.d of water right 27-11375.
3. F05 Right Nos. 27-104 and 27-106 are also diverted through point of diversion described above.

Comments:

1. cfritsch 3/5/2015 Status Change
Record made Active to correct error in POD and/or POU county.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2016

Dates and Other Information

Decreed Date: 7/22/2015
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

SubCaseNumber: 27-105
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent: cbird
Basis of Claim: Decreed
Date Filed: 3/8/2006
Objection Status: Active

Water Supply Bank:

N/A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXCHANGE OF WATER

Under the provisions of Section 42-240, *Idaho Code*, any person holding a surface water right may apply to exchange such water for the use of water from the same source or a different surface water source. Surface water right holders may also apply to exchange for the use of water authorized for diversion under one or more other valid water rights from the same source or a different surface water source.

1. INFORMATION ABOUT THE APPLICANT

Applicant Meadow Creek Ranch, LLC Telephone No: 221-8690
(Name of Applicant)
c/o David Bowen 2545 West 2400 North Email: _____
(Mailing Address) (Zip Code)
Preston, ID, 83263

Applicant's Water Right(s) to be exchanged 27-106
Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

2. INFORMATION ABOUT THE CO-APPLICANT

Complete this portion if the applicant proposes to exchange for water diverted under a water right held by another party. The co-applicant is the holder of the right to be exchanged for the applicant's right. If more space is needed, please attach another sheet containing information about each co-applicant.

Co-applicant _____ Telephone No: _____
(Name of Co-applicant)

(Mailing Address) (Zip Code) Email: _____

Co-applicant's Water Right(s) to be exchanged _____
Attach a photocopy of the License, Permit, Transfer, Decree, or Claim evidencing the right(s) or attach a printout obtained from IDWR.

3. EXCHANGE AGREEMENT -- Attach a copy of the written agreement between the applicant and the co-applicant(s).

4. EXCHANGE INFORMATION -- Complete Part A or Part B to explain how the proposed exchange will operate.

Part A -- For an exchange involving two or more water right holders.

The applicant proposes to divert _____ cfs and/or _____ acre feet per year of water authorized to be diverted under the co-applicant's water right(s) listed above at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Additional points of diversion, if any: _____

In exchange for authorization to divert water as described above, _____ cfs and/or _____ acre feet per year of water authorized for diversion under the applicant's water right(s) listed above will be (complete 1 or 2 below):

- made available to the co-applicant for diversion at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.
Additional points of diversion, if any: _____

OR

- released from storage by the co-applicant into _____ at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

WSESW Sec 3 T05S R42E
SE SWSW Sec 3 T05S R42E
NE NWSW Sec 3 T05S R42E
NE NW NW Sec 10 T05S R42E

Part B-- For an exchange involving only the applicant's water right(s).

The applicant proposes to divert 0.46 cfs and/or _____ acre feet per year of water at NESE $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____ Sec. 31 Township 04S Range 42E B.M., Caribou County. Additional points of diversion, if any: 04S 42E 32 SWSW

In exchange for authorization to divert water as described above, 0.46 cfs and/or _____ acre feet per year of water authorized for diversion under the applicant's water right(s) listed above will be (complete 1 or 2 below):

1. diverted from 4 PODs, Springs at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County and injected into Meadow Creek at NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Govt. Lot _____ Sec. 10 Township 05S Range 42E B.M., _____ County.

OR

2. released from storage by the applicant into _____ at _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$, Govt. Lot _____ Sec. _____ Township _____ Range _____ B.M., _____ County.

Additional Explanation – Attach additional sheets if necessary.

The POD will be changing, stacked with 27-74, as described in accompanying transfer

If this exchange is not intended to be a permanent arrangement, please describe the circumstances under which the proposed exchange will terminate. _____

5. MAPS – Attach two maps, one showing the water right(s) as it is (they are) now used, and another showing how the water right(s) will be used under the proposed exchange. Each map should be on an 8½"x11" sheet and should clearly identify the locations of the point(s) of diversion, injection, and re-diversion of water and the place(s) of use by 40-acre subdivisions, section, township and range of the public land survey. Photocopies of USGS 7½-minute topographic quadrangles are preferred as base maps.

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Applicant's Signature (and title if application is for an organization) _____

_____ Date

FOR DEPARTMENT USE ONLY

This exchange application contains _____ pages, including attachments.

Received by _____ Date _____ Fee _____

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Preliminary review by _____

Published in _____

Publication dates _____

Protests filed by _____

Copies of protests forwarded by _____

Watermaster recommendation requested on _____

Watermaster recommendation received on _____

Hearing held by _____ Date _____

Recommended for Approval _____ Denial _____ By _____

**IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report**

4/8/2016

Water Right 27-106

Owner Type **Name and Address**
Current Owner LOYAL JUNIOR WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Current Owner LA VORA WHITE
1748 CEDAR VIEW RD
SODA SPRINGS, ID 83276
(208) 547-4594

Priority Date: 5/15/1890

Basis: Decreed

Status: Active

Source
SPRINGS

Tributary
MEADOW CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.500 CFS	
	<u>Total Diversion</u>		0.500 CFS	

Source and Point(s) of Diversion

SPRINGS	SWSESW	Sec. 3, Twp 05S, Rge 42E,	CARIBOU County
SPRINGS	SESWSW	Sec. 3, Twp 05S, Rge 42E,	CARIBOU County
SPRINGS	NENWSW	Sec. 3, Twp 05S, Rge 42E,	CARIBOU County
SPRINGS	NENWNW	Sec. 10, Twp 05S, Rge 42E,	CARIBOU County

Place Of Use

IRRIGATION within CARIBOU County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	42E	3										36.0	37.3						73.3
05S	42E	10						10.7											10.7

POU Total Acres: 84.0

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. 257 This water right is entitled to the protections of paragraph x.d of water right 27-11375.
3. F05 Right Nos. 27-104 and 27-105 are also diverted through point of diversion described above.

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/8/2016

1. cfritsch 3/5/2015 Status Change
Record made Active to correct error in POD and/or POU county.

Dates and Other Information

Decreed Date: 7/22/2015
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: OR
Mitigation Plan: False

Combined Use Limits

N/A

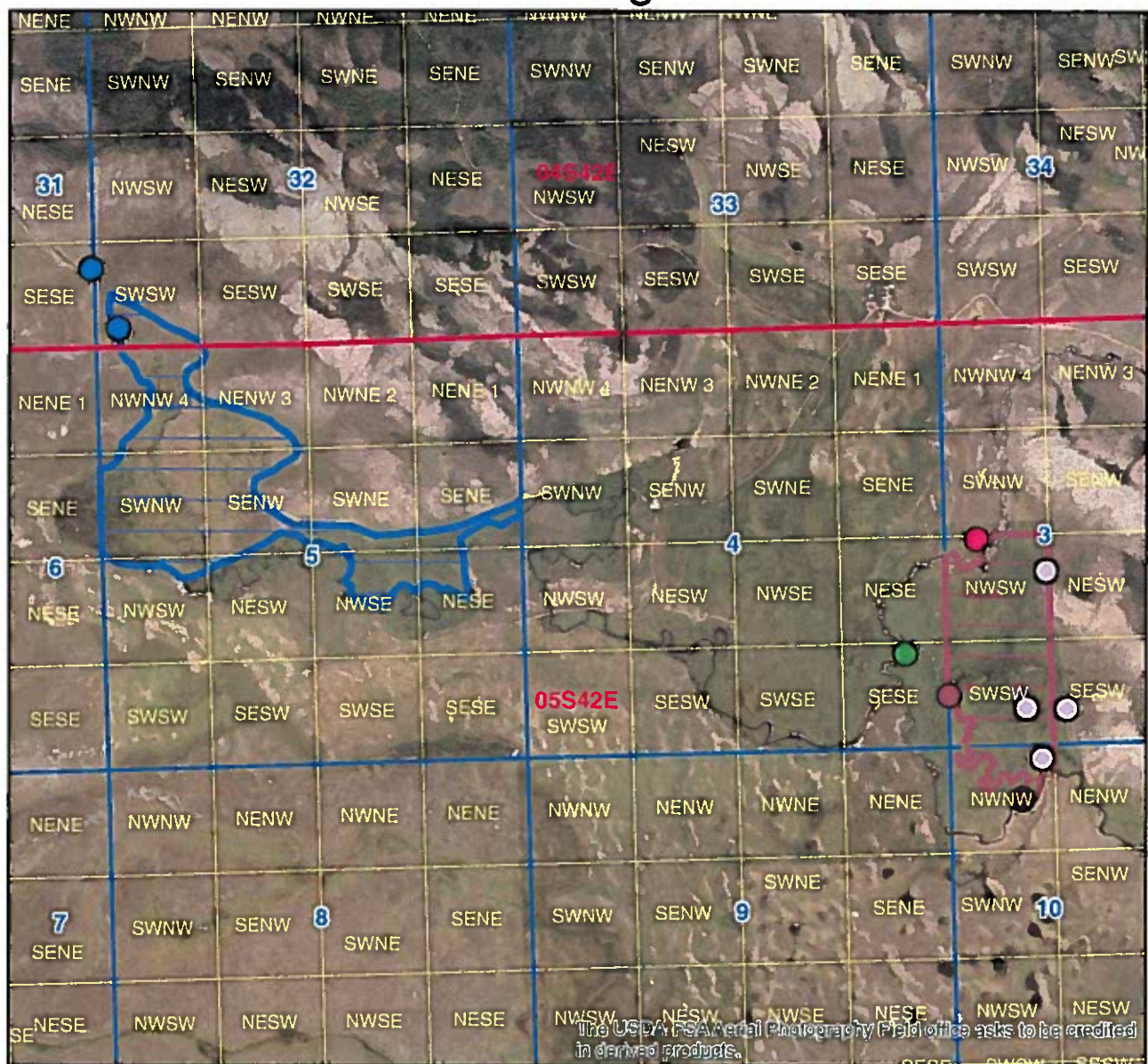
SubCase:

SubCaseNumber: 27-106
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:
Adjudication Agent: cbird
Basis of Claim: Decreed
Date Filed: 3/8/2006
Objection Status: Active

Water Supply Bank:

N/A

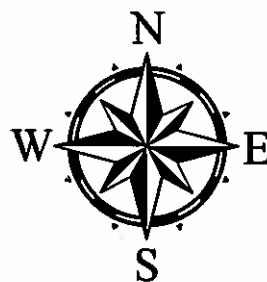
Meadow Creek Ranch Exchange and Transfer Overview



2015 Imagery

Legend

- 27-104 Pre-Transfer POD
- 27-105 Pre-Exchange POD
- 27-106 Pre-Exchange POD
- Sheep Crk Injection in Meadow
- Springs Injection into Meadow
- 27-104, 27-105, 27-106 Pre-Transfer_POU
- Post-Transfer POD
- Post-Transfer POU
- Township/Range
- Sections
- QQ



0 0.25 0.5 1 Miles

81025

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between **Loyal Junior White**, an individual, whose address is 1748 Cedar View Road, Soda Springs, ID 83276 (hereinafter "Seller"), and **Meadow Creek Ranch, LLC**, an Idaho limited liability company, whose address is c/o David Bosen, 2545 West 2400 North, Preston, ID 83263 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Seller is the owner of Water Right Nos. 27-104, 27-105, and 27-106 (the "Water Rights"), which are water rights that were decreed on July 22, 2015 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho. The Water Rights are more fully described in the reports obtained the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**.

B. The Water Rights are authorized to irrigate a combined place of use of 84 acres.

C. Seller is the spouse of La Vora White, who has passed away, and therefore, Seller has inherited La Vora's interest in the Water Rights and is the sole owner of the Water Rights.

D. Seller desires to sell and Buyer desires to buy Water Right Nos. 27-104, 27-105, and 0.46 cfs of Water Right No. 27-106.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller on the terms and conditions herein specified, the Water Rights except for .04 cfs of Water Right No. 27-106, .02 cfs of which is reserved by Seller to be used for stock water and culinary purposes. Water Right Nos. 27-104, 27-105, and 0.46 cfs of Water Right No. 27-106 are referred to herein as the "Purchased Water Rights." Seller expressly reserves and retains any and all other stock water rights not sold to Buyer.

2. Purchase Price.

(a) Purchase Price. The purchase price for the Purchased Water Rights is [REDACTED] (the "Purchase Price"). The Purchase Price shall be paid contemporaneously with the execution of this Agreement.

(b) Fees and Costs. The cost of recording the Deed shall be paid by Buyer. Buyer shall also be responsible for any costs associated with an application for water right transfer to amend the Purchased Water Rights to describe Buyer's property or portions thereof as the authorized place of use for the Purchased Water Rights. All other expenses not specifically referenced in this Agreement with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

3. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date of this Agreement as follows:

(a) Authority. Seller has the full legal right, power, and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Rights in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Rights.

(b) Conveyance. Seller shall then convey the Purchased Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right records contained in **Exhibit 1**. If necessary to update the records of the Idaho Department of Water Resources, Seller shall also provide to Buyer any estate documents which evidence the transfer of La Vora White's interest in the Purchased Water Rights to Loyal Junior White.

(c) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

4. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Rights, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Rights for Buyer's intended purposes.

5. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to

satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing.

6. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Rights. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(c) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

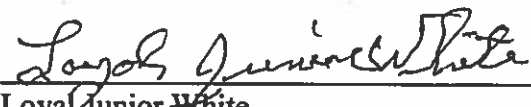
(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(j) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

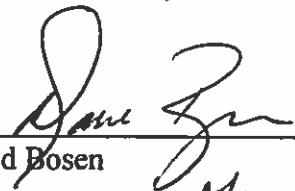
"SELLER"



Loyal Junior White

"BUYER"

Meadow Creek Ranch, LLC

 6/8/2016

By: David Bosen
Its: Manager

Exhibit 2—FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Loyal Junior White, an individual, whose address is 1748 Cedar View Road, Soda Springs, ID 83276 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Meadow Creek Ranch, LLC**, an Idaho limited liability company, whose address is c/o David Bosen, 2545 West 2400 North, Preston, ID 83263 (hereinafter "Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in Water Right Nos. 27-104, 27-105, and 0.46 cfs of Water Right No. 27-106 (the "Purchased Water Rights").

Grantor expressly reserves unto Grantor the remaining portion of Water Right No. 27-106 (.04 cfs of Water Right No. 27-106, .02 cfs of which is reserved by Seller to be used for culinary purposes, and .02 cfs of which is reserved to be used for stockwater purposes).

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Purchased Water Rights;
- (B) Grantor has not conveyed any of the Purchased Water Rights to anyone other than Grantee;
- (C) The Purchased Water Rights are free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Purchased Water Rights to Grantee.

Grantor makes no other covenants or warranties as to the Purchased Water Rights. No land is included in this conveyance.

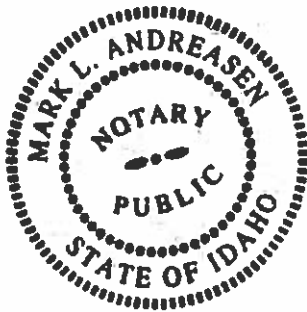
IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed.

Exhibit 1
Water Right Reports

STATE OF IDAHO)
) ss.
County of Caribou)

On this 7 day of June, 2016, before me, a Notary Public for said County and State, personally appeared LOYAL JUNIOR WHITE, known or identified to me to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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



Mark L. Andreasen
NOTARY PUBLIC FOR IDAHO
Residing at: Preston, ID
My commission expires: 6-1-2022

DATED this 7 day of June, 2016.

Loyal Junior White
Loyal Junior White