

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

80982

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Butte & Market Lake Canal CoCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

RECEIVED

JUN 01 2016

Department of Water Resources

Yes N/A * Means the item is always required and must be included with the application.

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Butte & Market Lake Canal Co Phone 208-228-3692
Mailing address c/o Marie Wells, PO Box 283, Roberts, ID 83444 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 Rocky Mountain Environmental Associates, Inc Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email kristin.rmea@gmail.com

- ☐ 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.

 Mark Mickelson President 18 Feb 2016
Signature of Applicant or Authorized Representative Print Name and Title if applicable 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 _____

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**.

Applicant proposes to add a new point of diversion and modify the permissible place of use (PPU) to include 21.4 acres of new lands owned by an existing shareholder. 21.4 acres of originally irrigated lands will be retired and removed from the PPU. No increase in irrigated acres is proposed.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	01-80B	2.302 cfs	Irrigation	04/01 to 10/31	Snake River
☐ ☒	01-302	120 cfs	Irrigation	04/01 to 10/31	Snake River
☐ ☒	01-10036	350.79 cfs	Irrigation	04/01 to 10/31	Snake River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 473.092 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.74 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			NW	NW	22	5N	38E	MADISON	SNAKE RIVER	
Y			NW	SE	15	4N	37E	JEFFERSON	SNAKE RIVER	Rhodehouse Pump

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Amended Service Area Boundary includes the existing Large POU plus the following:																			
4N	37E	15									X	X							
Total Acres (for irrigation use)																			

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:

Applicant currently diverts water from one diversion on the Snake River. The proposed new diversion will be a pump directly on the Snake River that will be equipped with a measuring device. Pump to mainline to sprinklers.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Rhodehouse is a shareholder of Butte & Market Lake and is the beneficiary of this transfer.

- 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:

Any shares that are diverted from the proposed point of diversion are currently appurtenant to 21.4 ac within the service area boundary. The lands to which they currently apply will no longer be irrigated from this source and will be removed from the service area of Butte & Market Lake Canal Co.

- 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:

No other water rights on new acres of POU. Rhodehouse also owns Palisades storage water that may be delivered to the proposed point of diversion. Existing POU also includes water right #35-2927 for Taylor Slough Creek which includes the Large POU for the canal company and should also reflect the changed boundary.

- 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:

DAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/5/2015

WATER RIGHT NO. 1-80B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BUTTE & MARKET LAKE CANAL CO C/O MARIE WELLS PO BOX 283 ROBERTS, ID 83444 (208)228-3692

Priority Date: 06/01/1884

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.302 CFS	
Total Diversion			2.302 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER NWNW Sec. 22 Township 05N Range 38E MADISON County

IRRIGATION Use: Acre Limit: 115

Place(s) of use: Large POU Info

Conditions of Approval:

- This partial decree is subject to such general provisions necessary for the definition of the rights or for
1. C18 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. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

- The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
3. 135
 4. K06 This right is limited to the irrigation of 115 acres within the place of use described above in a single irrigation season.
 5. 129 Place of use is within the area served by Butte & Market Lake Canal Company.
 6. F01 Water is delivered through Butte & Market Lake Canal.

Decreed Date: 04/08/2008

Combined Acres Limit: 19505

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/5/2015

WATER RIGHT NO. 1-302

Owner Type **Name and Address**

Current Owner BUTTE & MARKET LAKE CANAL CO
C/O MARIE WELLS
PO BOX 283
ROBERTS, ID 83444
(208)228-3692

Priority Date: 04/01/1939

Basis: Decreed

Status: Active

Source **Tributary**

SNAKE RIVER COLUMBIA RIVER

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

IRRIGATION 04/01 10/31 120 CFS

Total Diversion 120 CFS

Location of Point(s) of Diversion:

SNAKE RIVER NWNW Sec. 22 Township 05N Range 38E MADISON County

Place(s) of use: Large POU Info

Conditions of Approval:

The delivery of water to this right may be subject to procedures described in the United States Bureau of Reclamation "space holder" contracts and the Burley Irrigation Dist. v. Eagle, Supplemental Decree

1. 179 (Idaho 5th Jud. Dist., July 10, 1968) and Aberdeen-Springfield Canal Co. v. Eagle, Supplemental Decree (Idaho 7th Jud. Dist., March 12, 1969) together with the natural-flow and storage deliveries as calculated by the Idaho Department of Water Resources.

2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

- The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk
3. 135 issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
4. 129 Place of use is within the area served by Butte & Market Lake Canal Company.
5. F01 Water is delivered through Butte & Market Lake Canal.
6. E56 The rights listed below are limited to the irrigation of a combined total of 20,479 acres in a single irrigation season. Combined Right Nos.: 1-80B, 1-302, 1-10036, and 35-2927.

Decreed Date: 04/08/2008

Combined Acres Limit: 19505

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/5/2015

WATER RIGHT NO. 1-10036

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BUTTE & MARKET LAKE CANAL CO C/O MARIE WELLS PO BOX 283 ROBERTS, ID 83444 (208)228-3692

Priority Date: 10/16/1890

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	350.79 CFS	
Total Diversion			350.79 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER NWNW Sec. 22 Township 05N Range 38E MADISON County

Place(s) of use: Large POU Info

Conditions of Approval:

- This partial decree is subject to such general provisions necessary for the definition of the rights or for
1. C18 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.

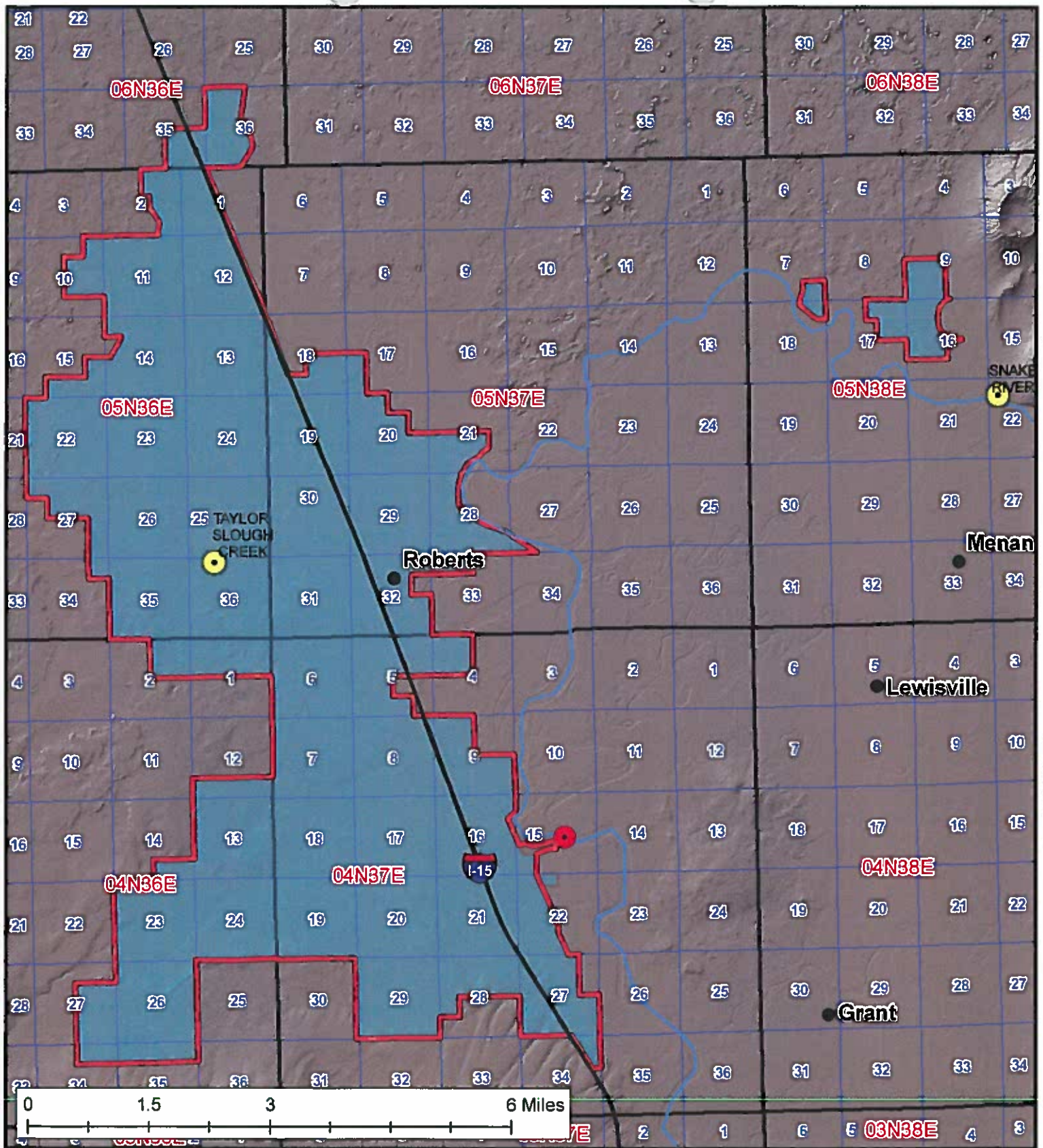
2. 135 The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water

Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

3. 129 Place of use is within the area served by Butte & Market Lake Canal Company.
4. F01 Water is delivered through Butte & Market Lake Canal.
5. P29 This right is a combination of old Right Nos. 1-36B, 1-36L, and 1-51 less Transfer 267.

Decreed Date: 04/08/2008

Combined Acres Limit: 19505



- Proposed POD - Rhodehouse Pump
- Existing POD
- Snake River
- Proposed Service Area Boundary
- Existing Service Area
- Twp & Rng
- Section

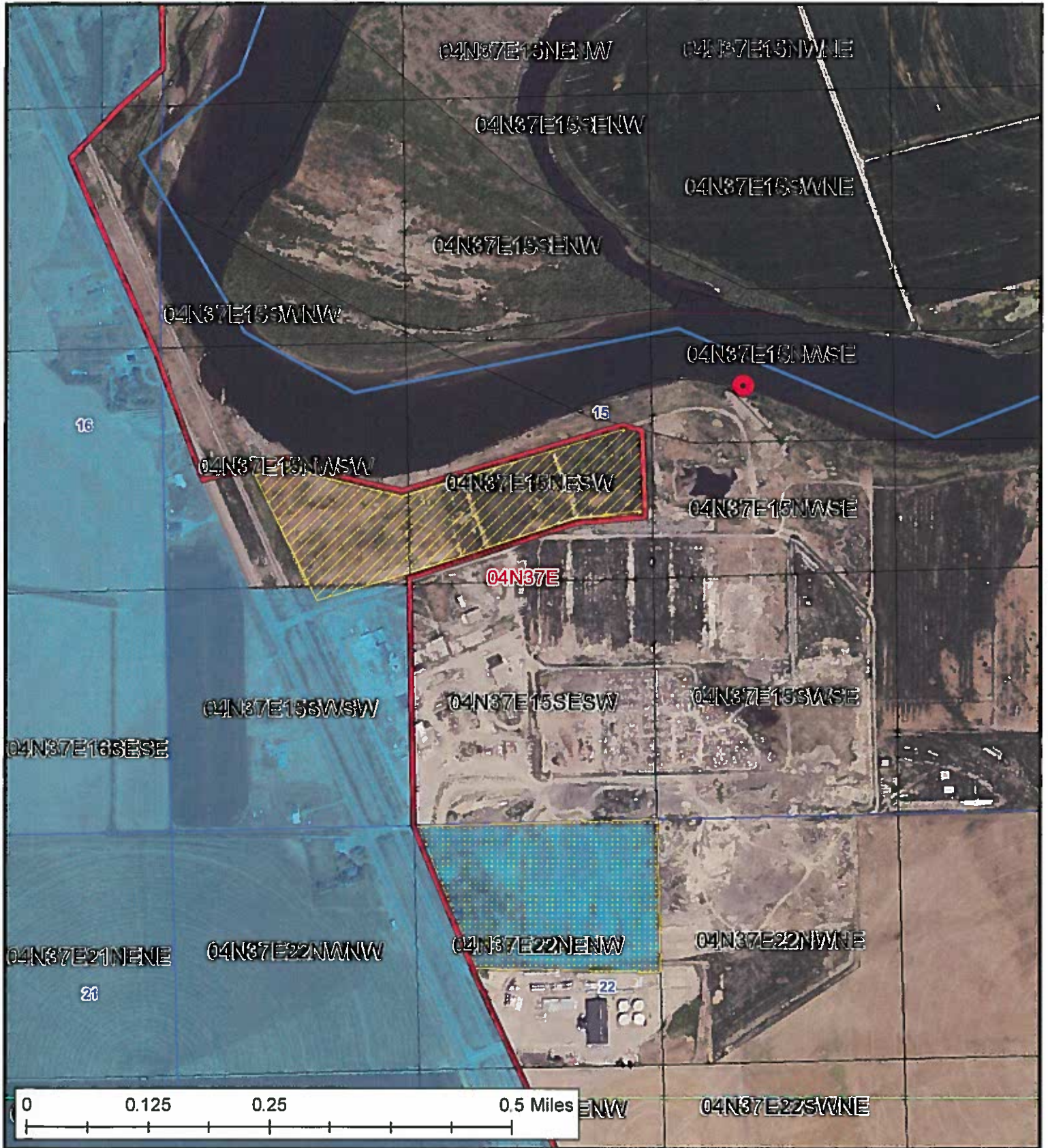


Idaho Shaded Relief Map

Butte & Market Lake Canal Co. Application for Transfer

by: KM
March 31, 2016





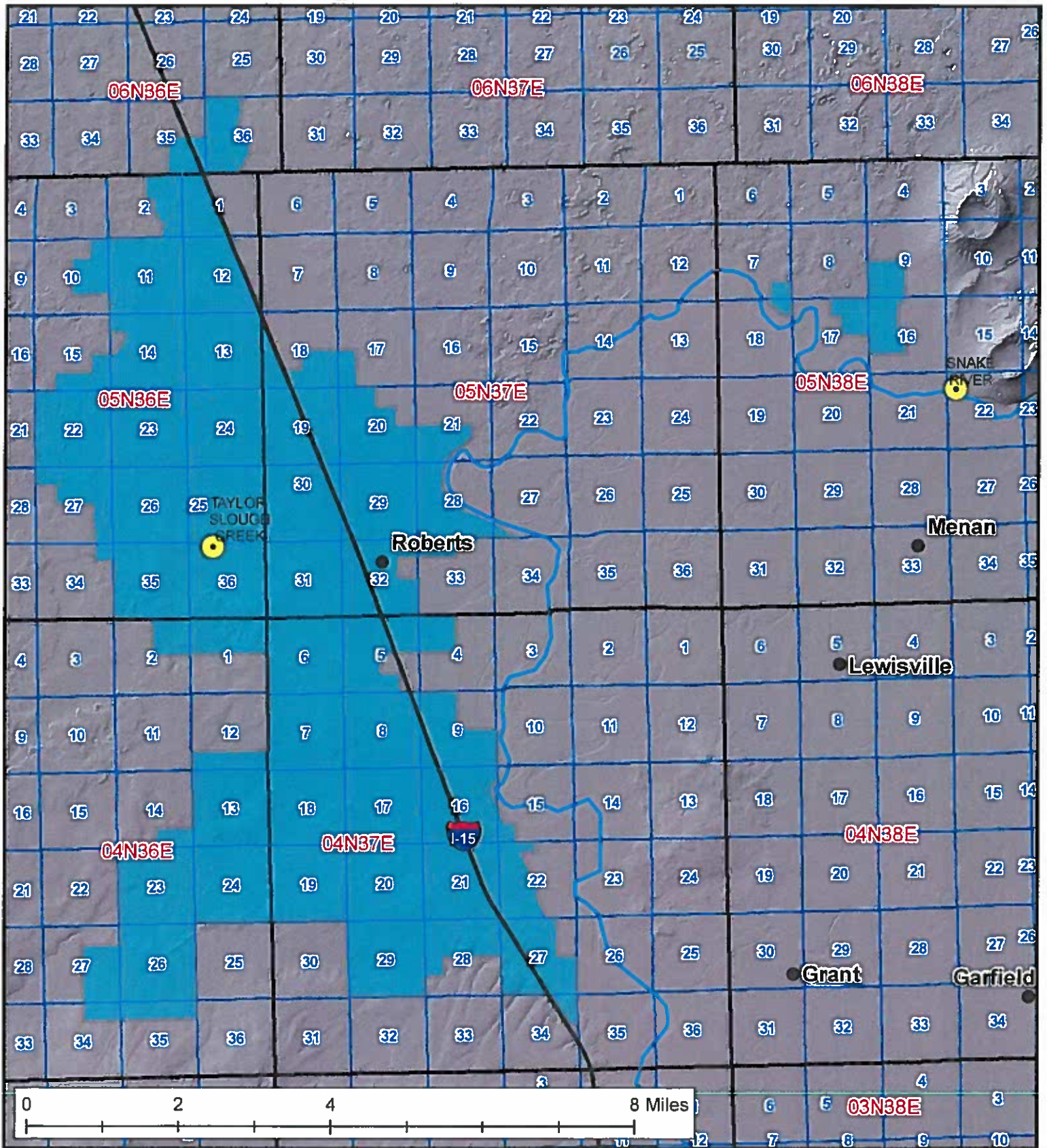
- Proposed POD - Rhodehouse Pump
 - Snake River
 - Proposed Service Area Boundary
 - Proposed Irrigated Acres
 - Existing Irrigated Acres to Retire
 - Existing Service Area
 - Twp & Rng
 - Section
 - QQ
- 2015 Aerial Photography



Butte & Market Lake Canal Co. Application for Transfer

by: KM
March 31, 2016





- Existing POD
- Snake River
- Existing Service Area
- Twp & Rng
- Section



Idaho Shaded Relief Map

Butte & Market Lake Canal Co. Application for Transfer

by: KM
December 10, 2015



W. Roger Warner
ROCKY MOUNTAIN ENVIRONMENTAL ASSOCIATES, INC.
482 Constitution Way, Suite 303
Idaho Falls, Idaho 83402
Telephone: (208) 524-2353
Facsimile: (208) 524-1795

BUTTE & MARKET LAKE CANAL CO. AND KEVIN RHODEHOUSE
DELIVERY AGREEMENT

THIS DELIVERY AGREEMENT (the "Agreement") is made and entered into as of the 17 day of April, 2016, by and between Butte & Market Lake Canal Company, whose address is 589 N 2700 E, Roberts, Idaho 83444 (hereinafter, "Butte Market Lake"), and Kevin Rhodehouse, whose address is 4132 E 100 N, Rigby, Idaho 83442 (hereinafter, "Rhodehouse"). Collectively, the above entities are hereinafter referred to as the "Parties."

RECITALS:

1. Butte Market Lake is the owner of several water rights, which authorize diversion of water from the Snake River for irrigation.
2. Rhodehouse owns 3.710 shares of Butte Market Lake water, allowing for a proportionate diversion of 37 miners inches or 0.74 cfs of Butte Market Lake water.
3. Historically, Rhodehouse's shares have been used to irrigate a parcel of ground of approximately 21.4 acres, located in the NENW Section 22, Township 4 North, Range 37 East, BM. This property has been developed for commercial use and is no longer irrigable.
4. Rhodehouse seeks to move the delivery of his shares to dry property located in the NWSW and NESW of Section 15, Township 4 North, Range 37 East, BM, about ¼ mile north of the historical property. The nearest ditch will not be able to deliver water to this property.
5. Furthermore, Rhodehouse seeks to install a new pumping station directly on the Snake River from which to pump his 3.710 shares.
6. On December 8, 2015, Rhodehouse, represented by Rocky Mountain Environmental Associates, Inc. presented this proposal to Butte Market Lake at the annual stock-holders meeting to obtain a vote of the shareholders as required by the Butte Market Lake By-Laws. The shareholders voted in favor of allowing Rhodehouse to pursue the proposal as described above.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. NEW PUMP. The Parties agree that a new pump station shall be installed on the Snake River at a location within the NWSE of Section 15, Township 4 North, Range 37 East, BM. Rhodehouse, at his sole cost and expense, shall install, operate, and maintain this pump station. The new pump shall be limited to the diversion of 0.74 cfs of Butte Market Lake shares. However, upon approval of Water District 1, Rhodehouse may legally divert additional water from other water rights which are authorized to be diverted and applied to remaining nearby lands.
2. DELIVERY. Delivery of these shares, and amounts available at any given time, will continue to be determined by the Water Master of Butte Market Lake based on the water available for diversion at the headgate of the Butte Market Lake Canal. When these shares are being delivered to the new pump, they will not be diverted through the canal headgate. Likewise, when these shares are not being diverted, they will be available for diversion through the canal headgate.
3. MEASURING DEVICE. The Parties agree that a measuring device shall be installed by Rhodehouse at the new pump. Rhodehouse shall be responsible for the operation, maintenance, and repair of the measuring device. In addition, Rhodehouse shall be responsible for any new charges incurred through Water District 01 for delivery of shares to this pump. Butte Market Lake will notify Rhodehouse through the annual assessments statement the costs associated.
4. PURSUIT OF THE APPLICATION. As a condition precedent to the performance of any provision under this Agreement, Rhodehouse shall, at its sole cost and expense, pursue and receive approval of an Application for Transfer, and any amendments thereto, to add the proposed pump as a point of diversion on the Snake River under the Butte Market Lake water rights. To the extent the Application is denied, and Rhodehouse exhausts all administrative and legal remedies it may pursue at its sole discretion and the Application remains denied, then this Agreement shall be null and void and of no further effect. Furthermore, to the extent the Application is approved with conditions unacceptable to Rhodehouse, Rhodehouse may, in its sole discretion, voluntarily withdraw or surrender the Application, and this Agreement shall likewise be of no further force or effect.
5. ASSESSMENTS. Rhodehouse shall continue to pay annual assessments as required to maintain ownership of 3.710 shares of Butte Market Lake.
6. SALE OF SHARES. The Shares shall not be sold or transferred to any other lands without approval of Butte Market Lake. If the Parties agree to allow these shares to be moved, and they are no longer delivered through the new pump, then this agreement shall be null and void.

7. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement. It supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement, and it cannot be altered or amended except by an instrument in writing, signed by the Parties.
8. REVOCABILITY. Parties may revoke this agreement by mutual consent through an instrument in writing, signed by the Parties.
9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Parties and their respective heirs, legal representatives, agents, successors in interest and assigns and shall inure to the benefit of such persons.
10. COOPERATION. Each party agrees to cooperate with the other in preparing and filing the necessary documents, or taking other actions, to properly achieve the purposes of this Agreement.
11. HEADINGS. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
12. NOTICES. Any notice given in connection with the Agreement must be in writing and must be given by personal delivery, overnight delivery, confirmed facsimile or United States certified or registered mail, addressed to the Parties at the following addresses:

BUTTE MARKET
LAKE:

Butte & Market Lake Canal Company
589 N 2700 E
Roberts, ID 83444

WITH A
COPY TO:

Mr. Jerry Rigby
Rigby, Andrus, & Rigby, Chartered.
P.O. Box 250
Rexburg, ID 83440

RHODEHOUSE:

Kevin Rhodehouse
4132 E 100 N
Rigby, ID 83442

WITH A
COPY TO:

Mr. Jerry Rigby
Rigby, Andrus & Rigby, Chartered.
P.O. Box 250
Rexburg, ID 83440

AND

Mr. Roger Warner
Rocky Mountain Environmental Associates, Inc.

482 Constitution Way
Idaho Falls, ID 82402

Notice is deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused.

13. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
14. COUNTERPARTS/FACSIMILE. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
15. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
16. ATTORNEYS' FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.
17. GOVERNING LAW. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names and seals to be appropriately affixed by duly authorized representatives the day and year first above written.

BUTTE & MARKET LAKE CANAL COMPANY

Mark Mickelson

By: *Mark Mickelson*

Its: *President*

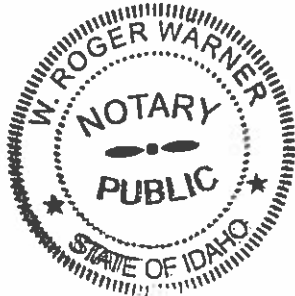
STATE OF IDAHO)

)ss.

County of *Bonner*)

On this *27* day of *May*, 2016, before me, the undersigned, a notary public in and for said State, personally appeared *Mark Mickelson*, known or identified to me to be the *President* of the Butte & Market Lake Canal Company, who executed this instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(seal)



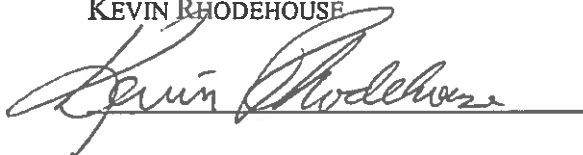
W. Roger Warner

Notary Public for Idaho

Residing at: *Jefferson County*

My commission expires: *June 24, 2016*

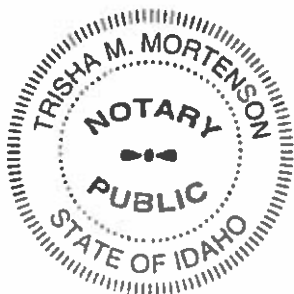
KEVIN RHODEHOUSE



STATE OF IDAHO)
)ss.
 County of Jefferson)

On this 17 day of April, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Kevin Rhodehouse, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(seal)



Trisha Mortenson
 Notary Public for Idaho
 Residing at: Bonneville County
 My commission expires: MARCH 05, 2020