

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

80802

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
JAN 22 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

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

Name of Applicant(s) SCI Properties LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

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

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

RECEIVED
JAN 22 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) SCI Properties LLC Phone (415) 284-8503
Mailing address 199 Fremont St STE 2400, San Francisco, CA 94105 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 James P. Speck Phone 208-726-4421
Mailing address Speck & Aanestad, PO Box 987, Ketchum, ID, 83340 Email jim@speckandaanestad.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.


Signature of Applicant or Authorized Representative

David R. Corin, President
Print Name and Title if applicable

1-19-2016
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 _____
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**.
177.5 acres of this water right are leased to Mr. Roy Crawford and The McGrath 1998 Trust. This application will
update POU for leased acres only, by moving 88.7 acres from McGrath properties to Crawford properties. One
rediversion point will be added in the SWNWNW S 36 T 01S R 20E. No other changes 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.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	37-22586	5.60 cfs	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 5.60 cfs and/or 1,200.0 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.24 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 #
x		SW	NW	NW	36	01S	20E	Blaine	Ground Water	Rediversion

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	
01S	20E	26															23.4	11.6	35.0
01S	20E	35	19.1	4.1	36.0	18.9				32								2.8	112.9
01S	20E	36	0.3	5.1	35.1	13.5	27.7	29.5	18.7	33.4									163.3
02S	20E	1							15.8										15.8
02S	20E	2	41			32													73
Total Acres (for irrigation use)																			400.0

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:

Lockable works and measuring devices to be installed as required by IDWR. Ground water is pumped, injected and is then rediverted from Silver Creek. Transfer will add a point of rediversion for Crawford irrigated acres in the SWNWNW of S. 36, Twp 01S, Rge 20E. All other diversions will remain the same.

- b. Who owns the property at the point(s) of diversion? CEMMRM Partners LLC/Idaho Fish and Game at POI

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Irrigation well easement granted to former water right owners and easement granted by Idaho Fish and Game (per IDWR records).

- 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:

Acres formerly irrigated under this right will seek to have water rights owned by the current land owner transferred to them in a separate transfer application to provide irrigation. 0.7 acres will be dried up in the SENW of Sec. 1, Twp 02S, Rge 20E.

- 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:

Currently there are Silver Creek Water Rights (37-511; 37-512; 37-413; 37-1067A; 37-1213 and 37-2321) owned by Mr. Crawford and The McGrath 1998 Trust, used to irrigate lands at the proposed new acres. Those rights will be moved in two companion transfers to create a POU for the leased portion of this right only.

- 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:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-22586

Current Owner: SCI PROPERTIES LLC

Priority Date: 3/29/1979

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	5.8 CFS	1200 AF
	<u>Total Diversion</u>	5.6 CFS	1200 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4NE1/4	Sec. 20,	Twp 01S,	Rge 20E B.M.
BLAINE County	(Injection)			
GROUND WATER	SW1/4NE1/4NW1/4	Sec. 20,	Twp 01S,	Rge 20E B.M.
BLAINE County				
GROUND WATER	NE1/4SW1/4SE1/4	Sec. 26,	Twp 01S,	Rge 20E B.M.
BLAINE County	(Rediversion)			
GROUND WATER	NE1/4NE1/4NE1/4	Sec. 35,	Twp 01S,	Rge 20E B.M.
BLAINE County	(Rediversion)			
GROUND WATER	SW1/4NW1/4NW1/4	Sec. 36,	Twp 01S,	Rge 20E B.M.
BLAINE County	(Rediversion)			
GROUND WATER	SW1/4SE1/4NW1/4	Sec. 36,	Twp 01S,	Rge 20E B.M.
BLAINE County	(Rediversion)			
GROUND WATER	L3(NW1/4NE1/4NW1/4)	Sec. 1,	Twp 02S,	Rge 20E B.M.
BLAINE County	(Rediversion)			

Place of Use

IRRIGATION Within BLAINE County

T01S R20E S26		SWSE	23.40	T01S R20E S26		SESE	11.60
T01S R20E S35		NENE	19.10	T01S R20E S35		NWNE	3.20
T01S R20E S35		SENE	1.90	T01S R20E S36		NENE	0.30
T01S R20E S36		NWNE	5.10	T01S R20E S36		SWNE	35.10
T01S R20E S36		SENE	13.50	T01S R20E S36		NENW	27.70
T01S R20E S36		NWNW	29.50	T01S R20E S36		SWNW	18.70
T01S R20E S36		SENE	33.40	T01S R20E S36		SWSW	10.10
T02S R20E S1	Lot 3	NENW	5.10	T02S R20E S1	Lot 4	NWNW	34.60
T02S R20E S1		SWNW	35.90	T02S R20E S1		SENE	15.70
T02S R20E S2	Lot 1	NENE	42.70	T02S R20E S2	Lot 5	SENE	33.40

Total Acres: 400

Conditions of Approval:

1. U42 Place of use does not include federal public lands.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. F05 Right No. 37-2739 is also diverted through point of diversion described above.
4. X56 The portion of Right 37-22586 used for conveyance losses is 0.56 cfs.
5. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
6. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 af per acre at the field headgate for irrigation of the lands above.
7. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
9. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
10. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37M.
12. 004 This right does not grant any right-of-way or easement across the land of another.
13. Rights 37-22583, 37-22584, 37-22585 and 37-22586 when combined shall not exceed a total annual maximum diversion volume of 1298 af at the field headgate, and the irrigation of 400 acres.

Page 8 of _____

Decreed Date: 11/12/2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

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

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date 1-22-2016 Preliminary check by _____ Date _____

Fee paid \$580- Date 4-4-2016 Received by DM Receipt # 5035366 &

Add'l fee paid _____ Date _____ Received by _____ Receipt # 8035367

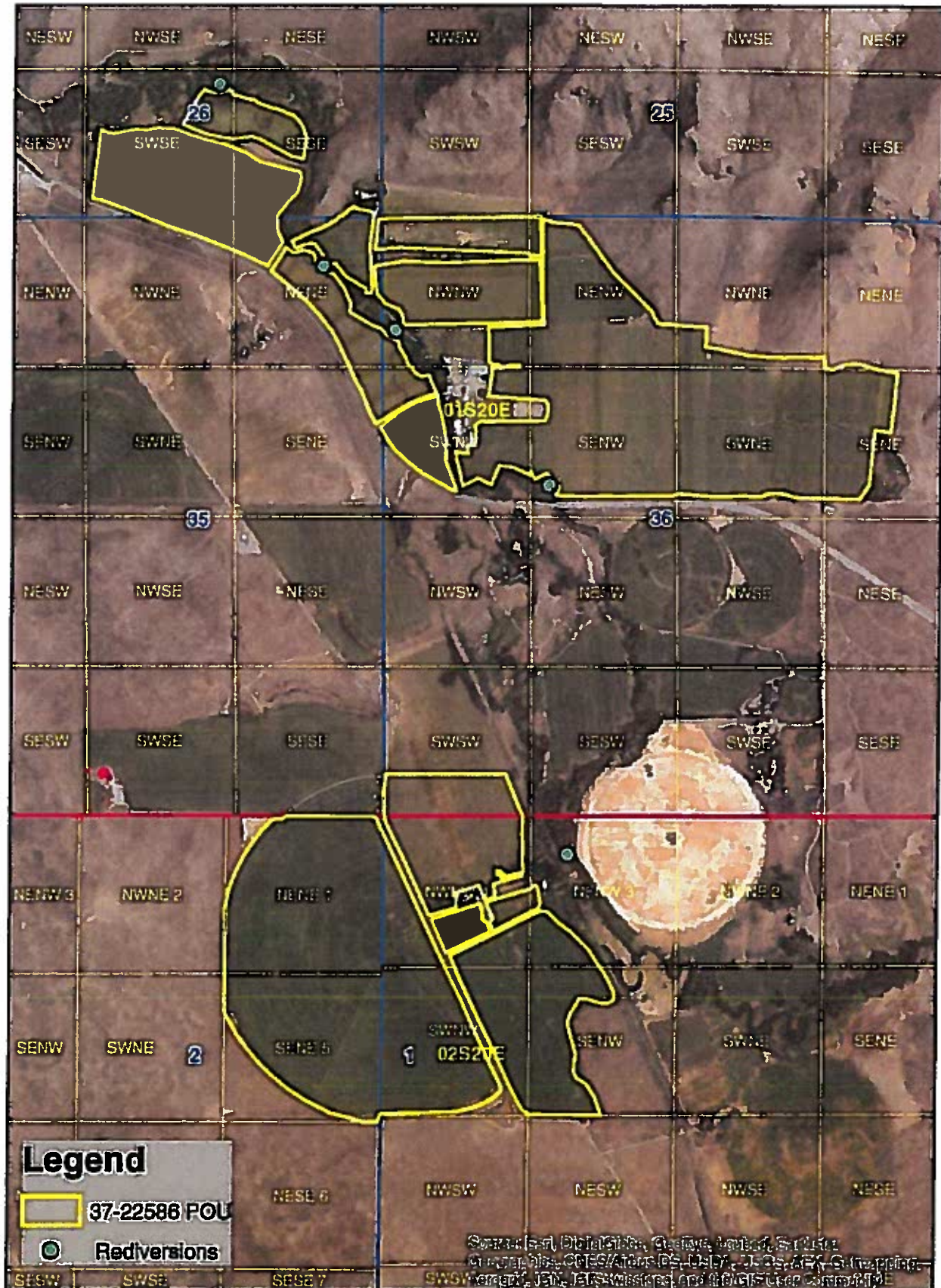
Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Legend

- SCI Properties 37-22586 POU
- McGrath Lease 37-22586 POU
- Crawford Lease 37-22586 POU
- Proposed Additional Rediversions
- Existing Rediversions

[illegible]

Attachment 7B: Current POU

**TRANSFER 80802**

WATER RIGHTS LEASE AGREEMENT

THIS WATER RIGHTS LEASE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature hereto, by and between the SCI PROPERTIES, L.L.C., a Delaware limited liability company (hereinafter, "Lessor"), and DON MCGRATH and ROY CRAWFORD (collectively, "Lessee").

RECITALS

A. Lessor is the owner and holder of Water Right No. 37-22586 (the "Water Right"), which entitles Lessor to inject 5.6 cfs and 1200 acre-feet of ground water into Silver Creek and then re-divert 5.55 cfs and 1,190.1 acre-feet per year from Silver Creek to irrigate a total of four hundred (400) acres. A copy of the Water Right as described in the records of the Idaho Department of Water Resources ("IDWR") is attached hereto as **Exhibit A**.

B. During the irrigation seasons from 2006 through 2015, Lessor leased portions of the Water Right to Lessee for the irrigation of 177.5 acres of property owned by Lessee. The portion of the Water Right that will be leased by Lessee from Lessor pursuant to this Agreement is 2.48 cfs of ground water, of which 0.25 cfs is to be used only for conveyance loss, thus limiting the diversion out of Silver Creek by Lessee to 2.23 cfs and 532.5 acre-feet per year for the irrigation of 177.5 acres of Lessee's property (the "Leased Water Right"). The specific point of diversion, point of injection into Silver Creek, point of rediversion from Silver Creek and the location of the 177.5 acres irrigated by the Leased Water Right are described on **Exhibit B** attached hereto and depicted on the map from the Transfer attached hereto as **Exhibit C**.

C. The portion of the Water Right not leased to Lessee is appurtenant to land that is owned by Lessor.

D. Lessee also owns other water rights ("Lessee's Other Water Rights") for the diversion of water from Silver Creek to irrigate other lands owned by Lessee. The point of diversion and a portion of the water right delivery system for the Lessee's Other Water Rights, consisting of a dam, measuring device, headgate and ditch, is situated on land owned by Lessor in the approximate location shown on **Exhibit D** attached hereto (the "Lessee Diversion Works").

E. As additional consideration for leasing to Lessee the Leased Water Right hereunder, Lessor desires that Lessee undertake certain obligations to maintain all of the Lessee Diversion Works in good condition and repair so as not to create an unsightly appearance.

ACCORDING, the parties agree as follows:

AGREEMENT

1. Lease of the Leased Water Right; Term; Termination. Lessee acknowledges that Lessor is the sole owner of the entirety of the Water Right, and that Lessee has no right, title or interest therein other than pursuant to this Agreement. Lessor hereby leases the Leased Water Right to Lessee for a term (the "2016-2017 Lease Term") to commence on April 1, 2016, and

end on October 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement. Lessee agrees to divert and use water pursuant to its Leased Water Right only during the period (a "Lease Year") commencing on April 1 and ending on October 31 of the calendar years included in the 2016-2017 Lease Term. In the event Lessor sells the land to which the non-leased portion of the Water Right is appurtenant, Lessor shall have the right, upon not less than thirty (30) days written notice to Lessee, to terminate this Lease. It is provided, however, that if Lessor gives Lessee such a notice during a Lease Year and prior to receiving such notice Lessee shall have already commenced the cultivation of a crop or crops on the lands irrigated by Lessee with the Leased Water Right, then Lessee shall have the right, upon written notice given to Lessor within ten (10) business days after Lessee's receipt of Lessor's notice, to postpone the effective date of such termination until a date not later than the end of such Lease Year.

2. Lease Payments. As rent for the lease of the Leased Water Right, Lessee agrees to pay to Lessor, without deduction or offset, annual rent in the sum of \$17,000 per year for a total rent of \$34,000. The rent shall be paid in equal semi-annual installments on May 1, 2016, October 15, 2016, May 1, 2017 and October 15, 2017. Both parties acknowledge that the lease payment represents a fair and equitable payment for the lease of the Leased Water Right for the 2016-2017 Lease Term specified in Section 1 above.

3. Lessor's "Claw-Back" Right. Lessor reserves the right, upon at least sixty (60) days' prior written notice to Lessee, to reduce the pro rata portion of the water that can be re-diverted from Silver Creek as the Leased Water Right from 2.23 cfs to an amount not lower than 1.23 cfs, provided, however, that if Lessor gives Lessee such a notice during a Lease Year and prior to receiving such notice Lessee shall have already commenced the cultivation of a crop or crops on the lands irrigated by Lessee with the Leased Water Right, then Lessee shall have the right, upon written notice given to Lessor within ten (10) business days after Lessee's receipt of Lessor's notice, to postpone the effective date of such reduction until a date not later than the end of such Lease Year. For any "Lease Year" (as defined in Section 1 above) for which the Leased Water Right is reduced pursuant to this Section, the annual rent payable hereunder for such Lease Year shall be reduced pro rata based upon (a) the percentage reduction in the amount of water allowed to be diverted under the Leased Water Right as a result of Lessor's election under this Section 3 and (b) the ratio of (1) the number of days in the Lease Year for which such reduction shall be in effect to (2) the number of days in a complete Lease Year (i.e., 214 days).

4. Water Right Administration. Diversion of ground water pursuant to the Water Right from the well which is its point of diversion, and re-diversion of the Water Right from Silver Creek is administered and regulated by the Watermaster for Water District 37. If the diversions of ground water from the well for the Water Right are cut entirely or reduced by a priority call from senior water right holders, the amount of water that may be re-diverted from Silver Creek pursuant to the Leased Water Right shall be cut entirely or reduced by the same pro rata amount as required by the priority call.

- a. For any portion of any Lease Year when the amount of water that may be re-diverted from Silver Creek pursuant to the Leased Water Right shall be cut entirely, the annual rent allocable (on a per diem basis) to such portion of the Lease Year shall be entirely abated.

- b. For any portion of any Lease Year when the amount of water that may be re-diverted from Silver Creek pursuant to the Leased Water Right shall be thus reduced, but not cut entirely, then to the extent that water allowed to be re-diverted from Silver Creek as the Leased Water Right is lower than 2.23 cfs, the annual rent allocable (on a per diem basis) to such portion of the Lease Year shall be reduced by proportionately. For example, if in 2016 the water allowed to be re-diverted from Silver Creek as the Leased Water Right were so reduced to 1.68 cfs, the per diem rental would be reduced by 25%, as reflected in the calculations shown below:

$$2.23 - 1.68 = 0.55$$

$$0.55/2.23 = 25\%$$

$$2016 \text{ Annual Rent} = \$17,000$$

$$2016 \text{ Per Diem Rent} = \$78.44 (\$17,000/214 \text{ days})$$

$$25\% \text{ Reduction in Per Diem Rent} = \$19.86$$

- c. The parties further agree that if the Water Right is subject to assessment and/or Lessor otherwise incurs costs to participate in a plan of mitigation or some other program that allows the continued diversion and use of the Water Right during such a priority call, Lessee shall pay to Lessor, as additional rent, Lessee's pro rata share of such assessment and/or other costs within twenty (20) days after written notice from Lessor of the total amount of such assessment and/or costs.

5. Place of Rediversion and Place of Use of Leased Water Right. Lessee is planning to file with IDWR an application to change the place of rediversion and place of use of the Leased Water Right to the following 177.5 acres which are depicted on the map attached hereto as **Exhibit E**.

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	20E	35		0.9	36.0	17.0				32.0								2.8	88.7
2S	20E	1							15.8										15.8
2S	20E	2	41.0			32.0													73.0

Total Acres (for irrigation use) 177.5

Upon approval by IDWR of this new place of rediversion and place of use, Lessee shall, during each Lease Year of the 2016-2017 Lease Term, irrigate with the Leased Water Right the the above-described 177.5 acres of its land. Lessor shall have the right, upon reasonable advance notice at any time during the 2016-2017 Lease Term, to inspect the 177.5 acre place of use for

the Leased Water Right to confirm Lessee's compliance with the provisions of this paragraph 5. In the event Lessee desires to change the location of all or any portion of the new place of use for the Leased Water Right approved by IDWR, Lessee shall be solely responsible for all costs and expenses relating to the applications to and approvals by IDWR necessary to change this place of use. Lessor agrees to cooperate with Lessee in the application process and Lessee agrees to reimburse Lessor for any costs or expenses, including attorney's fees, that Lessor may incur in that process.

6. Transfers of the Leased Water Right Off Land Owned by Lessee. In the event Lessor desires to transfer all or any portion of the Leased Water Right off of the land owned by Lessee to which the Leased Water Right is presently appurtenant at any time after the expiration of the 2016-2017 Lease Term, Lessee agrees to cooperate with Lessor in the filing of transfer applications to IDWR, and to execute all such documents as Lessor reasonably deems necessary or appropriate to complete such transfer. This Agreement may be appended as an exhibit to any such transfer application, and shall be construed for all purposes as Lessee's irrevocable consent to the transfer of the Leased Water Right. Upon approval by IDWR of such a transfer of all or any portion of the Leased Water Right, Lessee shall have no further interest in or right to use the transferred portion of the Leased Water Right.

7. Default and Remedy. Failure of Lessee to make any required lease payment or to pay any other charge provided under this Agreement promptly when due, or to comply with any other term or condition of this Agreement, shall constitute a breach of this Agreement and shall, at the option of Lessor, empower Lessor to terminate the 2016-2017 Lease Term, and/or to pursue any and all other remedies available to it under Idaho law. All remedies of Lessor under this Agreement are cumulative. Efforts by Lessor to mitigate the damages caused by Lessee's default shall not constitute a waiver of Lessor's right to recover damages hereunder, nor shall Lessor have any obligation to mitigate damages hereunder.

8. Operation of the Lessee Diversion Works. Lessee shall at its sole cost and expense maintain the Lessee Diversion Works in good and safe condition and repair and in appearance acceptable to Lessor. Lessor agrees that Lessee shall have the right to clean the Lessee Diversion Works' ditches and place on the ditch banks mud removed from such ditches, provided that the placement of mud on the ditch banks is performed in a manner acceptable to Lessor and in accordance with best practices for ditch maintenance. If Lessee receives from Lessor written notice of Lessee's failure to perform any of its obligations under this Section, Lessee shall be allowed fifteen days after delivery of such notice to correct such failure to Lessor's reasonable satisfaction. If Lessee does not so correct the failure within such 15-day period, Lessor shall have the right to correct the failure at Lessee's expense. Lessee shall reimburse Lessor, within ten (10) days after Lessor's invoice, for any such costs paid by Lessor. Lessor's invoice shall include copies of receipts for all costs paid by Lessor in curing such failures. As provided in Section 7 above, Lessor's remedy under this Section shall be cumulative with other remedies available to Lessor.

9. Indemnification; Insurance. Lessee hereby releases and shall indemnify, protect, defend and hold harmless Lessor and its agents and their respective subsidiaries and affiliates, and the respective employees and representatives of the foregoing (hereafter referred to as "Lessor Parties"), from and against any and all litigation, actions, claims, demands, damages,

liabilities and expenses (including reasonable attorney fees) of any kind or nature whatsoever that may at any time be imposed upon, incurred by or asserted or awarded against any of them as a result of the maintenance, repair, use or operation of the Lessee Diversion Works by Lessee, including its employees and agents. Lessor Parties shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor Parties for any injury, including death, or damage to any person or property in connection with the Lessee Diversion Works by or from any cause whatsoever. The foregoing shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of said parties. Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance and automobile insurance from an insurance company with an A.M. Best rating of A- or better for the performance of this indemnity obligation. The minimum limits of liability shall be a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, and such insurance of employees as may be required by any workers' compensation act or other law, regulation, or ordinance that may apply. Any such commercial general liability insurance policy shall be appropriately endorsed to name Lessor as an additional insured, with provisions that such insurance is primary insurance with respect to their interests, and that any other insurance maintained by Lessor is excess and not contributory insurance with the insurance required hereunder, with cross-liability or severability of interest provisions, and shall further provide that the coverage provided thereby shall not be modified, discontinued or terminated except upon thirty (30) days' prior written notice to Lessor. Compliance shall be verified by a Certificate of Insurance, which shall specify that: "Lessor shall be included as an additional insured in accordance with the provisions of the general Liability policy. A waiver of subrogation is granted in favor of Lessor in accordance with the provisions of the General Liability policy." Lessee hereby, with authority of its insurance carriers, waives all rights of insurer's rights of subrogation against Lessor.

10. Waiver. The waiver by Lessor of a breach of any term, covenant, or condition contained in this Agreement shall not be treated as a waiver of such term, covenant, or condition, or as a waiver of a future breach of the same or any other term, covenant, or condition contained in this Agreement.

11. Compliance With Laws. Lessee shall at its sole cost and expense, in its use and operation of the Ditch and Ditch Equipment and its irrigation of 177.5 acres of its land using the Leased Water Right, comply with all applicable laws, rules, regulations and requirements of all governmental authorities, in force either now or in the future.

12. Notices. All notices, requests, consents, and demands that may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or one business day after such notice or demand is sent overnight courier service or United States certified or registered mail, postage prepaid, addressed to the other party at its address set forth below, or to such other place as such party may from time to time by like notice designate:

If to Lessor:	SCI Properties, L.L.C. c/o Fremont Group
---------------	---

199 Fremont Street, Suite 1900
San Francisco, CA 94105
Attn: David Covin
Ph: 415-284-8503
Fax: 415-284-8118
Email: dcovin@fremontgroup.com

If to Lessee: Mr. Don McGrath
Diamond Bear Partners LLC
330 Powell Street, #207
Emeryville, CA 94608
Ph: 510-653-5600
Fax: 510-653-5601
Email: donmcgrath@diamondbearpartners.com

And: Mr. Roy E. Crawford
165 Phillip Road
Woodside, CA 94062
Ph: 415-203-9268
Fax: 650-469-1436
Email: royecrawford@gmail.com

Notices sent by facsimile or email shall not be deemed delivered until the recipient gives written confirmation of receipt of the notice.

13. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto. If Lessor shall assign this Agreement to a purchaser or grantee of the land to which the Water Right is appurtenant, and if such purchaser or grantee shall assume in writing the obligations of Lessor hereunder, then effective upon such assignment the party assigning its rights as Lessor hereunder shall have no further obligation to Lessee under this Agreement.

15. Attorneys' Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement, or in the event suit is brought for the recovery of any amount due and owing under this Agreement, the prevailing party shall be entitled to recover all its costs and expenses in connection therewith (including court costs and reasonable attorneys' fees) from the unsuccessful party, whether or not such action, proceeding or appeal is prosecuted to judgment or other final determination. The term 'prevailing party' shall include, without limitation, a party who obtains legal counsel or brings an action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

16. Entire Agreement. This Agreement embodies the entire agreement between, and understanding of, the parties and supersedes all prior agreements and understandings (oral or written) between the parties with respect to the subject matter hereof. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Lessor and Lessee.

17. Joint and Several Obligations. Lessee's obligations hereunder shall be joint and several as between Don McGrath and Roy Crawford. Any act of or notice from, or notice or refund to, or any signature of, any one of the two individuals constituting "Lessee" hereunder with respect to this Agreement or any renewal, extension, expiration, termination, or modification of this Agreement or its term, shall be binding upon both Don McGrath and Roy Crawford, with the same force and effect as if both Don McGrath and Roy Crawford had so acted or signed or so given or received such notice or refund.

18. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY LESSEE, AND LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR ANY PERSON ACTING ON BEHALF OF LESSOR HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LESSEE FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF LESSEE'S OWN FREE WILL, AND THAT LESSEE HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

LESSOR:

SCI PROPERTIES, L.L.C.
By Fremont Properties, Inc.
Its Sole Member

Date: 4-1-14

By: [Signature]
Its: President and CFO

LESSEE:

Date: MARCH 25, 2016

[Signature]
DON MCGRATH

Date: April 1, 2016

[Signature]
ROY CRAWFORD

List of Exhibits:

- Exhibit A: Report for Water Right No. 37-22586
- Exhibit B: Description of Points of Diversion, Injection, and Rediversion for Leased Water Right
- Exhibit C: Map Depicting Points of Diversion, Injection, and Rediversion for Leased Water Right
- Exhibit D: Map Depicting the Lessee Diversion Works
- Exhibit E: Map Depicting 177.5 Place of Use of Leased Water Right

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/19/2015

WATER RIGHT NO. 37-22586 LEASED WATER RIGHT PORTION

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SCI PROPERTIES LLC C/O FREMONT PROPERTIES INC ATTN J MARCUS BOMAN 199 FREMONT ST STE 2400 SAN FRANCISCO, CA 94105 (415)284-8704
Attorney	SPECK & AANESTAD
Attorney	SPECK & AANESTAD JAMES P SPECK PO BOX 987 KETCHUM, ID 83340 (208)726-4421
Attorney	ROBERTSON HEPWORTH SLETTE WORST & STOVER PLLC PO BOX 1906 TWIN FALLS, ID 83303-1906 (208)734-0700
Trustee	PATRICIA G MILLINGTON PO BOX 707 PICABO, ID 83348 (208)788-3171
Original Owner	FRED W FATOR
Original Owner	ADAM IFLAND , ID
Original Owner	PATRICIA G MILLINGTON 1995 REVOCABLE TRUST PO BOX 707 PICABO, ID 83348 (208)788-3171

Priority Date: 03/29/1979

Basis: Decreed

Status: Active

EXHIBIT A

TRANSFER 80802

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	5.6 CFS	1200 AFA
Total Diversion			5.6 CFS	

Location of Point(s) of Diversion:

GROUND WATER Injection	SWSWNE	Sec. 20	Township 01S	Range 20E	BLAINE County
GROUND WATER	SWNENW	Sec. 20	Township 01S	Range 20E	BLAINE County
GROUND WATER Rediversion	NESWSE	Sec. 26	Township 01S	Range 20E	BLAINE County
GROUND WATER Rediversion	NENENE	Sec. 35	Township 01S	Range 20E	BLAINE County
GROUND WATER Rediversion	SWNWNW	Sec. 36	Township 01S	Range 20E	BLAINE County
GROUND WATER Rediversion	SWSENW	Sec. 36	Township 01S	Range 20E	BLAINE County
GROUND WATER Rediversion	NWNENW Lt 3	Sec. 01	Township 02S	Range 20E	BLAINE County

IRRIGATION Use:
Acre Limit: 400

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	20E	26		SWSE	23.4		SESE	11.6						
		35		NENE	19.1		NWNE	3.2		SENE	1.9			
		36		NENE	0.3		NWNE	5.1		SWNE	35.1		SENE	13.5
				NENW	27.7		NWNW	29.5		SWNW	18.7		SENE	13.5
				SWSW	10.1									
02S		1	3	NENW	5.1	4	NWNW	34.6		SWNW	35.9		SENE	13.5
		2	1	NENE	42.7	5	SENE	33.4						

Total Acres: 400

Conditions of Approval:

1. Rights 37-22583, 37-22584, 37-22585 and 37-22586 when combined shall not exceed a total annual maximum diversion volume of 1298 af at the field headgate, and the irrigation of 400 acres.
2. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. X56 The portion of Right 37-22586 used for conveyance losses is 0.56 cfs.
The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall
4. 065 limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not
5. 104 be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
6. F05 Right No. 37-2739 is also diverted through point of diversion described above.
Use of water under this right will be regulated by a watermaster with responsibility for the
7. R05 distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37M.
The right holder shall maintain a measuring device and lockable controlling works of a type
8. R43 approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
9. U42 Place of use does not include federal public lands.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general
13. T19 provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 11/12/2009

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

10/19/2015

WATER RIGHT NO. 37-22586 LEASED WATER RIGHT PORTION

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SCI PROPERTIES LLC C/O FREMONT PROPERTIES INC ATTN J MARCUS BOMAN 199 FREMONT ST STE 2400 SAN FRANCISCO, CA 94105 (415)284-8704
Attorney	SPECK & AANESTAD
Attorney	SPECK & AANESTAD JAMES P SPECK PO BOX 987 KETCHUM, ID 83340 (208)726-4421
Attorney	ROBERTSON HEPWORTH SLETTE WORST & STOVER PLLC PO BOX 1906 TWIN FALLS, ID 83303-1906 (208)734-0700
Trustee	PATRICIA G MILLINGTON PO BOX 707 PICABO, ID 83348 (208)788-3171
Original Owner	FRED W FATOR
Original Owner	ADAM IFLAND , ID
Original Owner	PATRICIA G MILLINGTON 1995 REVOCABLE TRUST PO BOX 707 PICABO, ID 83348 (208)788-3171

Priority Date: 03/29/1979

Basis: Decreed

Status: Active

EXHIBIT B

TRANSFER 80802

Source | Tributary
GROUND WATER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	~~5.6 CFS~~	~~1200 AFA~~
Total Diversion			5.6 CFS	
			2.48 CFS	532.5 AFA

Location of Point(s) of Diversion:

GROUND WATER Injection	SWSWNE	Sec. 20	Township 01S	Range 20E	BLAINE County
GROUND WATER	SWNENW	Sec. 20	Township 01S	Range 20E	BLAINE County
~~GROUND WATER Rediversion~~	~~NESWSE~~	~~Sec. 26~~	~~Township 01S~~	~~Range 20E~~	~~BLAINE County~~
~~GROUND WATER Rediversion~~	~~NENENE~~	~~Sec. 35~~	~~Township 01S~~	~~Range 20E~~	~~BLAINE County~~
~~GROUND WATER Rediversion~~	~~SWNWNW~~	~~Sec. 36~~	~~Township 01S~~	~~Range 20E~~	~~BLAINE County~~
~~GROUND WATER Rediversion~~	~~SWSENW~~	~~Sec. 36~~	~~Township 01S~~	~~Range 20E~~	~~BLAINE County~~
GROUND WATER Rediversion	NWNENW Lt 3	Sec. 01	Township 02S	Range 20E	BLAINE County

IRRIGATION Use:
Acre Limit: ~~400~~ 177.5

Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01S	20E	26		SWSE	23.4		SESE	11.6						
		35		NENE	19.1		NWNE	3.2		SENE	1.9			
		36		NENE	0.3		NWNE	5.1		SWNE	35.1		SENE	13.5
				NENW	27.7		NWNW	29.5		SWNW	18.7		SENW	33.4
				SWSW	10.1									
02S		1	3	NENW	5.1	4	NWNW	34.6		SWNW	35.9		SENW	15.7
		2	1	NENE	42.7	5	SENE	33.4						

Total Acres: ~~400~~ 177.5

Conditions of Approval:

1. Rights 37-22583, 37-22584, 37-22585 and 37-22586 when combined shall not exceed a total annual maximum diversion volume of 1298 af at the field headgate, and the irrigation of 400 acres.
2. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3. X56 The portion of Right 37-22586 used for conveyance losses is ~~0.56 cfs.~~ 0.25 CFS
4. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
5. 104 If the surface water right(s) appurtenant to the place of use is abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
6. F05 Right No. 37-2739 is also diverted through point of diversion described above.
7. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37M.
8. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions.
9. U42 Place of use does not include federal public lands.
10. 004 This right does not grant any right-of-way or easement across the land of another.
11. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
12. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
13. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 11/12/2009

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

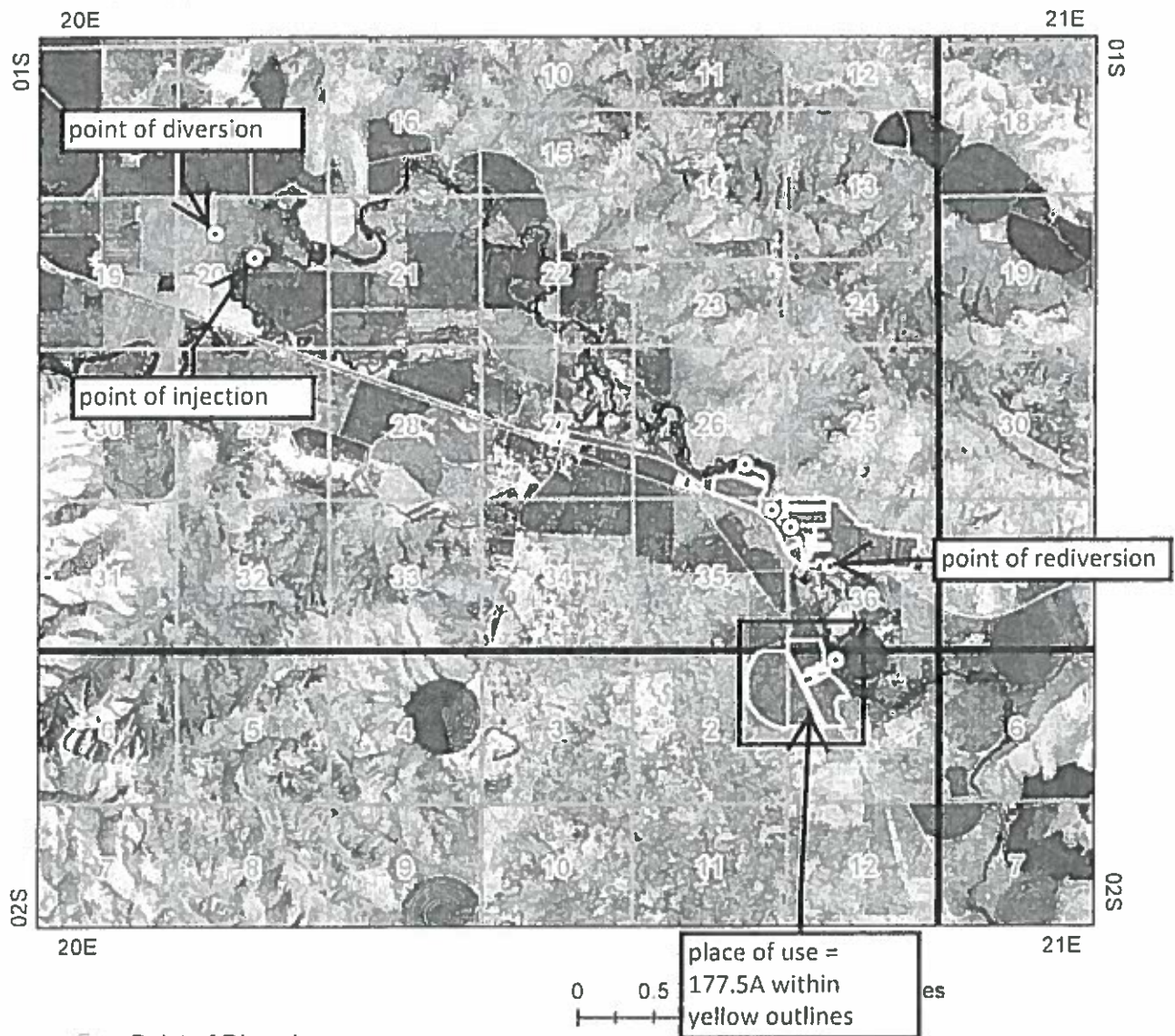
State of Idaho
Department of Water Resources

Water Right

37-22586

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



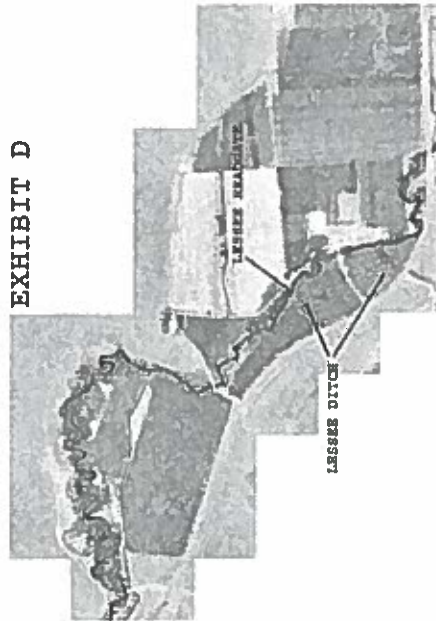
- Point of Diversion
- Place Of Use Boundary
- ▭ Townships
- ▭ PLS Sections

EXHIBIT C

Map produced on October 19, 2015

TRANSFER 80802

EXHIBIT D



[illegible]**TRANSFER 80802**

Jim,

As per our telephone conversation, the point of redirection that has been requested to be added to water right 37-22586 in the SWNWNW of Sec. 36, Twp 01S, Rge 20E in the pending transfer application is actually an existing headgate at the head of a ditch that carries water south from Silver Creek to Mr. Crawford's property. In the past, the portion of water right 37-22586 that is leased to Mr. McGrath and Mr. Crawford was diverted approximately 1 mile downstream in the NENW of Sec. 1, Twp 02S, Rge 21E from a pump in Silver Creek adjacent to Mr. McGrath's property and is an authorized point of redirection for water right 37-22586.

If the transfer is approved, 0.62 cfs of the leased right will be diverted through the ditch to Mr. Crawford's property and 0.62 will continue to be diverted from the pump adjacent to Mr. McGrath's property. According to the Deputy Watermaster, SCI Properties has an authorized point of redirection (a pump in the creek) approximately 10' away from the headgate on the ditch making them two separate points of redirection. This transfer merely adds the headgate on the ditch as a second point of redirection in that location (SWNWNW of Sec. 36, Twp 01S, Rge 20E) and has no impact on the portion of water right 37-22586 utilized on SCI properties.

Water Transfer Agreement

Recitals:

On or about August 4, 2005, Clint Stennett ("Stennett") and Roy E. Crawford ("Crawford") purchased a ranch, together with water rights, near Picabo, Idaho, from Mr. & Mrs. Moj Broadie ("the Broadies"). Because of a temporary moratorium on land subdivision in Blaine County, the ranch and water rights were purchased with Stennett and Crawford owning the property as tenants in common. When the moratorium was lifted, the approximately 552.5 acres of the former Broadie ranch was split. Stennett became the sole owner of approximately 244.2 acres; Crawford became the sole owner of approximately 237.15 acres; and joint ownership as tenants in common continued on approximately 71.145 acres. The water rights were not addressed in the land split transaction.

Subsequently, in November 2006, Don McGrath ("McGrath") purchased the interests of Clint Stennett. McGrath subsequently transferred his interest to the McGrath Trust ("McGrath Trust"). The McGrath Trust consequently owns approximately 244.2 acres in fee and is owner as tenants in common with Roy E. Crawford of approximately 71.145 acres.

At the time of the original sale of the ranch to Stennett and Crawford the existing water rights owned by the Broadies were used to irrigate part of the lands originally owned by the Broadies. For several years prior to the sale of the ranch to Stennett and Crawford, the Broadies leased part of a groundwater right from the owner of the Suzy Q Ranch, and put that water to beneficial use for irrigation on land owned by the Broadies. That groundwater right is now denominated water right number 37-22586, and the current lessor of the water right is SCI Properties LLC. At the present time, the place of use of water right 37-22586 is on land owned by the McGrath Trust. The Broadies also owned three separate water rights for domestic and

stockwater uses. The place of use of two of these rights is on land owned by the McGrath Trust and the place of use of the third right is on land owned by Crawford.

The McGrath Trust and Crawford now desire to split both the deeded and leased water rights so that each own one-half of the deeded irrigation water rights and each lease one-half of the leased irrigation water rights, and so that the stockwater and domestic water rights are owned by the owner of the land on which the place of use is designated. They have separately determined the location of the place of use for each of these separately owned water rights. However, because at the present time there is more land under irrigation on land owned by McGrath Trust than on land owned by Crawford, and because both McGrath Trust and Crawford lease their property to the same lessee, it is agreed that the place of use described in this water transfer agreement will not initially be split evenly between land owned by McGrath Trust, Crawford, with some water assigned to the jointly owned parcel. Crawford retains the right in his sole and absolute discretion, without notice to the McGrath Trust, to change the place of use of water rights owned or leased by him but initially assigned to a place of use on land owned by the McGrath Trust, and on the jointly-owned property, to any place designated by Crawford.

Now, therefore, it is agreed as follows:

1. Water rights 37-511, 37-512, 37-513, 37-1067A, 37-1213, and 37-2321 will be split on an even 50-50 basis between McGrath Trust and Crawford. McGrath Trust and Crawford have their sole, separate rights to designate the place of use of their respective water rights.
2. McGrath Trust will be the sole owner of water rights 37-11893 and 37-11896, while Crawford will be the sole owner of water right 37-11894. There will be no change in the place of use in these three rights.

3. Attached as Exhibit A to this Water Transfer Agreement is a map that shows the initial place of use as determined by McGrath and Crawford. This map reflects a change to the map initially emailed to Crawford by Bill Mills of the Idaho Department of Water Resources on June 15, 2015.

a. The deeded surface irrigation water rights owned by McGrath Trust will be “stacked” with a place of use as follows:

SWSW Section 36	23.5 Acres
NWNW Section 1	36 Acres
NENW Section 1	5 Acres
SWNW Section 1	19 Acres
SEnw Section 1	15 Acres
Total	98.5 Acres

b. The deeded surface irrigation water rights owned by Crawford will be stacked with a place of use as follows:

NWNE Section 35	15 Acres
SENE Section 35	2.8 Acres
NESE Section 35	23 Acres
SWSE Section 35	28 Acres
SESE Section 35	25.2 Acres
SWSW Section 36	4.5 Acres
Total	98.5 Acres

It is recognized that the 15 acres located on NWNE Section 35 is on land jointly owned by McGrath Trust and Crawford, and that the 4.5 acres located in SWSW Section 36 is on land owned by McGrath Trust.

c. The leased water right 37-22586 leased by McGrath Trust would have a place of use as follows:

NENE1, Section 2	41 Acres
SENE5, Section 2	32 Acres
SWNW, Section 1	15.8 Acres
Total	88.5 Acres

d. The leased water right 37-22586 leased by Crawford will have a place of use as follows:

SENE Section 35	32 Acres
SWNE Section 35	36 Acres
SENE Section 35	17 Acres
NWNE Section 35	.9 Acres
SESE Section 35	2.8 Acres
Total	88.7 Acres

It is recognized that the .9 acres in NWNE Section 35 is on land jointly owned by McGrath Trust and Crawford.

4. Crawford reserves the right to change the place of use at his sole discretion and without notice of the following owned surface water rights as follows:

NWNE Section 35	15 Acres (This is the jointly owned property)
SWSW Section 36	4.5 Acres (This is on land owned by McGrath Trust)
Total	19.5 Acres

5. Crawford reserves the right to change the place of use at his sole discretion and without notice of the following leased water right 37-22586 as follows:

NWNE Section 35	0.9 Acres
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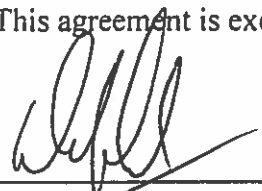
6. The place of diversion of surface irrigation rights owned by the McGrath Trust will change to the present location of the place of rediversion on Silver Creek in NENW of Section 1 of the leased water right 37-22586.

The place of diversion of surface irrigation rights owned by Crawford will not change.

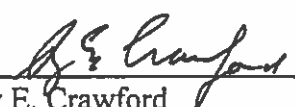
The place of rediversion of water rights 37-22586 leased by Crawford will be at the place of diversion of surface irrigation rights owned by Crawford on the Suzy Q Ranch in NWNW of Section 36.

The place of rediversion of water right 37-22586 leased by the McGrath Trust will not change.

7. This agreement is executed in multiple counterparts, each of which will be an original.



Don McGrath, Trustee
The McGrath Trust



Roy E. Crawford

Date

Dec 15, 2015

Date

Dec 3, 2015

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 Second Ave. North/P.O. Box 7999
Ketchum, ID 83340

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 137046-K (sn)

Date: September 28, 2006

For Value Received, **Don J. McGrath, Trustee of The McGrath 1998 Trust and Roy E. Crawford, a married man as his sole & separate property, as to an undivided 34.8% interest and UMB, as Trustee for Roy E. Crawford IRA No. 127253.1, as to an undivided 15.2% interest, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Don J. McGrath, Trustee of The McGrath 1998 Trust, hereinafter called the Grantee, whose current address is Bank of the West, 180 Montgomery Street, San Francisco, CA 94104, the following described premises, situated in Blaine County, Idaho, to-wit:**

See Attached Exhibit "A"

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 09/28/2006

Warranty Deed
- continued

File No.: 137046-K (sn)

By: _____
Don J. McGrath, Trustee

By: Roy E. Crawford
Roy E. Crawford

By: _____, FOR UMB BANK
N.A. TRUSTEE FOR ROY E. CRAWFORD IRA No.
127253.1

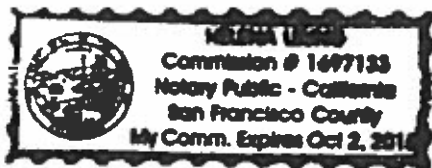
STATE OF _____)
SS.
COUNTY OF _____)

On this _____ day of October, 2006, before me, a Notary Public in and for said State, personally appeared Don J. McGrath, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the The McGrath 1998 Trust Trust, and acknowledged to me that he executed the same as such Trustee.

Notary Public of
Residing at:
Commission Expires:

STATE OF CALIFORNIA)
SS.
COUNTY OF Blaine San Francisco)

On this 31st day of October, 2006, before me, a Notary Public in and for said State, personally appeared Roy E. Crawford, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Helen L...
Notary Public for the State of
Residing at: 673 25th Ave. San Francisco, CA
My Commission Expires: 10-2-2010

File No.: 137045-K (sn)

On this _____ day of October, 2006, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument as the _____ of _____, and acknowledged to me that he/she/they executed the same as such _____.

Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

PROPERTY DESCRIPTION OF MODIFIED PARCEL 1 FOR DON McGRATH AND ROY CRAWFORD

A parcel of land lying within portions of Sections 26 and 35, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho; being more particularly described as follows:

Commencing at an Aluminum Cap marking the Northwest Corner of said Section 35, proceed S 0°17'38" E, 2656.03 feet to a 5/8" rebar marking the West ¼ Corner of said Section 35; Thence S 89°32'10" E, 1340.90 feet to the Southwest Corner of the SE ¼ of the NW ¼ of said Section 35, Thence N 0°21'27" W, 1330.74 feet to a 5/8" rebar by PLS 7048 marking the Southwest Corner of the NE ¼ of the NW ¼ of said Section 35, which point is the **TRUE POINT OF BEGINNING**;

Thence continuing N 0°21'25" W, 1301.09 feet along the Line between the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of said Section 35 to a 5/8" rebar by PLS 7048 marking the Southwest Corner of the Picabo Cemetery;

Thence N 89°39'41" E, 263.86 feet along the Southerly Boundary of the Picabo Cemetery to a 5/8" rebar by PLS 7048 at a fencepost marking the Southeast Corner of said Cemetery;

Thence N 0°50'54" E, 257.36 feet along the fenceline marking the Easterly Boundary of said Cemetery to a 5/8" rebar by PLS 7048 on the Southerly Boundary of the former Railroad Right-of-Way;

Thence S 70°40'26" E, 2279.85 feet along the Southerly Boundary of said former Railroad Right-of-Way to a 5/8" rebar by PLS 7048;

Thence 272.59 feet along a Curve to the Right with a Radius of 1804.19 feet, a Central Angle of 8°39'24", a Tangent of 136.56 feet and Chord of 272.34 feet that bears S 66°21'23" E, to a ½" rebar by PFP;

Thence S 0°16'38" E, 712.41 feet along the line between the NW ¼ of the NE ¼ and the NE ¼ of the NE ¼ of said Section 35 to a ½" rebar with illegible cap;

Thence N 89°39'07" W, 2663.90 feet along the line between the N ½ of the N ½ and the S ½ of the N ½ of said Section 35 to the **TRUE POINT OF BEGINNING**; containing 3,099,080 square feet, (71.145 acres), more or less.

The described Parcel appears to be subject to a Prescriptive Use Easement by the Public of undetermined width along Cutoff Road and Cutoff Road Cutoff.

Basis of Bearings for this Description is Idaho State Plane Coordinate System NAD83(1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.999719; Ground Distances will be slightly longer.

743_Parcel1_Desc_18Oct06.doc

P.O. Box 2037, 280 Rivers Street East, Lower Level, Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: alpine7@mindspring.com

TRANSFER 80802

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

PROPERTY DESCRIPTION OF MODIFIED PARCEL 2 FOR ROY CRAWFORD

A parcel of land lying within a portion of Section 35, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho; being more particularly described as follows:

Commencing at an Aluminum Cap marking the Northwest Corner of said Section 35, proceed S 0°17'38" E, 2656.03 feet to a 5/8" rebar marking the West ¼ Corner of said Section 35; Thence S 89°32'10" E, 1340.90 feet to a 5/8" rebar by PLS 7048 marking the Southwest Corner of the SE ¼ of the NW ¼ of said Section 35, which point is the **TRUE POINT OF BEGINNING**;

Thence N 0°21'27" W, 1330.74 feet along the line between the SW ¼ of the NW ¼ and the SE ¼ of the NW ¼ of said Section 35 to a 5/8" rebar by PLS 7048 marking the Northwest Corner of the SE ¼ of the NW ¼ of said Section 35;

Thence S 89°39'07" E, 2663.90 along the line between the N ½ of the N ½ and the S ½ of the N ½ of said Section 35 to a ½" rebar with illegible cap;

Thence S 89°16'39" E, 729.95 along the line between the N ½ of the N ½ and the S ½ of the N ½ of said Section 35 to a ½" rebar by PFP marking a point on the Southwesterly Boundary of the former Railroad Right-of-Way;

Thence 96.77 feet along a Non-Tangential Curve to the Right with a Radius of 1804.19 feet, a Central Angle of 3°04'23", a Tangent of 48.39 feet and a Chord of 96.75 feet that bears S 27°21'33" E, being the Southwesterly Boundary of said Railroad Right-of-Way, to a 5/8" rebar by PLS 7048;

Thence S 25°49'21" E, 1289.87 feet along the Southwesterly Boundary of said Railroad Right-of-Way to its intersection with the East Boundary of said Section 35, which point is witnessed by a 5/8" rebar by JUB lying S 1°01'32" E, 11.29 feet distant;

Thence S 0°22'43" E, 86.70 feet along the East Line of said Section 35 to a 5/8" rebar marking the East ¼ Corner of said Section 35;

Thence S 0°21'44" E, 2725.56 feet along the Easterly Line of said Section 35 to a 5/8" rebar by JUB marking the Southeast Corner of said Section 35;

Thence N 89°13'51" W, 2666.14 feet along the South Line of said Section 35 to a 5/8" rebar by LS907 marking the South ¼ Corner of said Section 35;

Thence N 0°14'21" W, 1351.49 feet to a 5/8" rebar by PLS 7048 marking the Northwest Corner of the SW ¼ of the SE ¼ of said Section 35;

Thence S 89°28'25" E, 1332.09 feet to a 5/8" rebar by PLS 7048 marking the Southwest Corner of the NE ¼ of the SE ¼ of said Section 35;

P.O. Box 2037, 280 Rivers Street East, Lower Level, Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: alpine7@mindspring.com

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

Thence N 0°16'36" W, 985.48 feet along the Westerly Boundary of the NE ¼ of the SE ¼ of said Section 35 to the Southwest Corner of an Idaho Power Substation, which point is witnessed by a copper/iron rod by Idaho Power that lies N 88°01'47" E, 6.38 feet distant;

Thence N 88°45'00" E, 251.38 feet along the Southerly Boundary of said Idaho Power Substation to a 5/8" rebar by PLS 7048 at a fence brace;

Thence N 35°49'00" W, 432.39 feet along the Northeasterly Boundary of said Idaho Power Substation, to its intersection with the Westerly Boundary of the NE ¼ of the SE ¼ of said Section 35, which point is witnessed by a copper/iron rod by Idaho Power in a fenceline that lies S 35°49'00" E, 0.57 feet distant;

Thence N 0°16'36" W, 15.69 feet along the line between the NW ¼ of the SE ¼ and the NE ¼ of the SE ¼ of said Section 35 to a 5/8" rebar with no cap marking the NW Corner of said NE ¼ of the SE ¼;

Thence N 89°32'10" W, 2663.58 feet along the line between the N ½ and the S ½ of said Section 35 to the **TRUE POINT OF BEGINNING**; containing 10,330,450 square feet, (237.15 acres), more or less.

The described Parcel appears to be subject to a prescriptive use easement by the public of undetermined width along Cutoff Road and an unnamed Road running East-West through the Parcel connecting Cutoff Road with US Hwy No. 20.

Basis of Bearings for this Description is Idaho State Plane Coordinate System NAD83(1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.999719; Ground Distances will be slightly longer.

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

PROPERTY DESCRIPTION OF MODIFIED PARCEL 3 FOR DON McGRATH

A parcel of land lying within portions of Section 36, Township 1 South, Range 20 East, and Sections 1 and 2, Township 2 South, Range 20 East, Boise Meridian, Blaine County, Idaho; being more particularly described as follows:

Commencing at a 5/8" rebar by JUB marking the Corner Common to Sections 35, 36, 1 and 2, which point is the **TRUE POINT OF BEGINNING**;

Thence N 0°21'44" W, 1362.83 feet along the West Line of said Section 36 to the Northwest Corner of the SW ¼ of the SW ¼ of said Section 36;

Thence N 89°58'01" E, 691.99 feet along the North Boundary of said SW ¼ of the SW ¼ of Section 36 to a 5/8" rebar by JUB at the Southwesterly Boundary of the former Railroad Right-of-Way;

Thence S 25°49'21" E, 1491.71 feet along the said Southerly Boundary of the former Railroad Right-of-Way to a 5/8" rebar by PLS 7048 marking its intersection with the line between the SW ¼ of the SW ¼ and the SE ¼ of the SW ¼ of said Section 36;

Thence S 0°29'18" E, 10.32 feet along the line between the SW ¼ of the SW ¼ and the SE ¼ of the SW ¼ of said Section 36 to its intersection with the Line between said Sections 1 and 36 to a 5/8" rebar by JUB;

Thence N 89°33'53" E, 4.89 feet along said line between Sections 1 and 36 to a 5/8" rebar by PLS 7048 on the Southwesterly Boundary of said former Railroad Right-of-Way;

Thence S 25°49'21" E, 2793.42 feet along said former Railroad Right-Way to a 5/8" rebar by PLS 7048;

Thence 137.70 feet along a Curve to the Right with a Radius of 1810.08 feet, a Central Angle of 4°21'31", a Tangent of 68.88 feet and a Chord of 137.66 feet that bears S 23°38'36" E, along said former Railroad Right-of-Way to a 5/8" rebar by PLS 7048 marking its intersection with the South Boundary of the SE ¼ of the NW ¼ of said Section 1;

Thence S 89°35'33" W, 2604.04 feet to a 5/8" rebar by LS 1000 marking the Southwest Corner of said SW ¼ of the NW ¼ of said Section 36;

Thence S 0°01'25" W, 53.34 feet along the Line between said Sections 1 and 2 to an Aluminum Cap by PLS 7048 marking the Southeast Corner of US Govt. Lot 5 in said Section 2;

Thence N 89°44'58" W, 1421.51 feet to a 5/8" rebar by PLS 7048 marking the Southwest Corner of said US Govt. Lot 5;

Thence N 0°03'00" W, 2715.12 feet to a 5/8" rebar by PLS 7048 marking the Northwest Corner of US Govt. Lot 1 of said Section 2;

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

Thence S 89°13'51" E, 1417.88 feet along the North Line of said Section 2 to the **TRUE POINT OF BEGINNING**; containing 10,455,165 square feet, (240.02 acres), more or less.

The described Parcel appears to be subject to a Prescriptive Use Easement by the Public of undetermined width along Cutoff Road.

Basis of Bearings for this Description is Idaho State Plane Coordinate System NAD83(1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.999719; Ground Distances will be slightly longer.

743_Parcel3_Desc_18Oct06.doc

P O. Box 2037, 280 Rivers Street East, Lower Level, Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: alpine7@mindspring.com

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

PROPERTY DESCRIPTION OF PARCEL 4 FOR DON McGRATH

A parcel of land lying within a portion of Section 36, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho; being more particularly described as follows:

Commencing at a 5/8" rebar by JUB marking the Southwest Corner of said Section 36, proceed N 0°21'44" W, 1362.85 feet along the West Line of said Section 36 to a 5/8" rebar by JUB marking the Northwest Corner of the SW ¼ of the SW ¼ of said Section 36, Thence N 89°58'01" E, 691.99 feet to a 5/8" rebar by JUB marking the intersection of the North Line of said SW ¼ of the SW ¼ and the Southwesterly Boundary of the former Railroad Right-of-Way, Thence continuing N 89°58'01" E, 222.12 feet along said North Line of the SW ¼ of the SW ¼ to a 5/8" rebar by JUB marking its intersection with the Northeasterly Boundary of said former Railroad Right-of-Way, which point is the **TRUE POINT OF BEGINNING**;

Thence continuing N 89°58'01" E, 416.20 feet along said North Line of the SW ¼ of the SW ¼ to a 5/8" rebar by JUB marking the Northeast Corner of said SW ¼ of the SW ¼;

Thence S 0°29'18" E, 875.78 feet along the East Line of said SW ¼ of the SW ¼ to a 5/8" rebar by JUB marking its intersection with the Northeasterly Boundary of said former Railroad Right-of-Way;

Thence N 25°49'21" W, 972.63 feet along said Northeasterly Boundary of the former Railroad Right-of-Way to the **TRUE POINT OF BEGINNING**; containing 182,243 square feet, (4.18 acres), more or less.

Basis of Bearings for this Description is Idaho State Plane Coordinate System NAD83(1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.999719; Ground Distances will be slightly longer.

This Parcel appears to be "Landlocked" without permission from adjoiners for access.

743_Parcel4_Desc_18Oct06.doc

P.O. Box 2037, 280 Rivers Street East, Lower Level; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: alpine7@mindspring.com

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 Second Avenue North
Ketchum, ID 83340

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 121018-K (nw)

Date: July 29, 2005

For Value Received, Mojanet J. Broadie, also shown of record as Moj Broadie and Deborah D. Broadie, also shown of record as Debbie Broadie, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto W. Clinton Stennett, a married man, as his sole and separate property, as to an undivided 50% interest and Roy E. Crawford, an unmarried man, as to an undivided 34.8% interest and UMB, as Trustee for Roy E. Crawford IRA No. 127253.1, as to an undivided 15.2% interest, hereinafter called the Grantee, whose current address is 222 Picabo Cutoff Rd., Carey, ID 83320, the following described premises, situated in Blaine County, Idaho, to-wit:

Parcel I

Section 36: SW1/4 SW1/4

Excepting therefrom the Railroad and Silver Creek Rights-of-Way.

Parcel II

Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho.

Section 26:

A fractional part of the SE1/4 SW1/4, lying South of the Highway and Oregon Short Line Railroad and East of the Cemetery, commonly know as Tax Lot 1093.

Parcel III

Section 35:

E1/2 NW1/4, SW1/4 NE1/4, NW1/4 NE1/4, E1/2 SE1/4, SW1/4 SE1/4, all of the SE1/4 NE1/4 lying Southwest of the Railroad and Highway Rights-of-Way.

Excepting therefrom, the Railroad and Highway rights of Way.

Further Excepting that portion of the NE1/4 SE1/4, described as follows:

Beginning at the Northwest corner of said NE1/4 SE1/4, which is N. 89°03'13"W., 1331.50 feet from the East one quarter corner of said Section 35; the position of said East one quarter corner being determined from railroad survey information; thence continuing S. 00°46'10"E., 16.17 feet on the West line of said NE1/4 SE1/4 to the Real Point of Beginning; thence continuing S. 00°46'10"E., 355.59 feet on the West line of said NE1/4 SE1/4 to a point; thence

Date: 07/29/2005

Warranty Deed
- continued

File No.: 121018-K (nw)

N. 89°13'50"E., 245.00 feet to a point in the Westerly right-of-way fence of a county road; thence N.35°20'10"W., 431.82 feet along said Westerly right-of-way fence to the real Point of Beginning.

Further Excepting the NW1/4 NE1/4, SE1/4 NE1/4, all lying Northeast of the Railroad and Highway Rights-of-Way.

Parcel IV

Township 2 South, Range 20 East, Boise Meridian, Blaine County, Idaho.

Section 1: Lot 4; SW1/4 NW1/4, all of the E1/2 NW1/4 lying West of the Railroad Right-of-Way.

Excepting therefrom the right of Way of Silver Creek.

Section 2: Lots 1 and 5.

Excepting Therefrom the Highway Right-of-Way.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

THIS CONVEYANCE INCLUDES the assignment, transfer and conveyance, without warranty or representation, of all of Grantor's right, title and interest in and to United States Department of the Interior, Bureau of Land Management Grazing Permit, Operator Number: 115016, Allotment: 80602 TIKURA G6584.

NOTE: THE LEGAL DESCRIPTION SET FORTH HEREIN IS A DESCRIPTION ONLY AND IS NOT, AND SHALL NOT IMPLY OR BE CONSTRUED TO IMPLY, ANY KIND OF MERGER, ASSEMBLAGE OR COMBINATION OF PARCELS OR LOTS, AND IS NOT A RELINQUISHMENT IN ANY MANNER WHATSOEVER OF ANY RIGHT TO CLAIM OR ASSERT THAT THE PROPERTY DESCRIBED CONSISTS OF MORE THAN ONE OR ANY NUMBER OF LEGALLY SEPARATE PARCELS OR LOTS.

Date: 07/29/2005

Warranty Deed
- continued

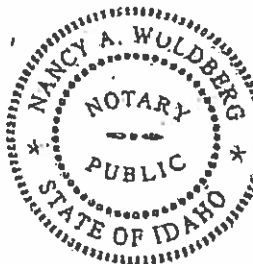
File No.: 121018-K (nw)

Mojanet J. Broadie
By: Mojanet J. Broadie

Deborah D. Broadie
By: Deborah D. Broadie

STATE OF Idaho)
COUNTY OF Blaine)
SS.

On this 4th of August, in the year of 2005, before me, a Notary Public in and for said State, personally appeared Mojanet J. Broadie and Deborah D. Broadie, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Nancy A. Woldberg
Notary Public for the State of Idaho
Residing at Thickfield
My Commission Expires: 9-9-05

Recording Requested By and
When Recorded Return to:

Brian L. Ballard
HAWLEY TROXELL ENNIS & HAWLEY LLP
Post Office Box 1617
Boise, ID 83701-1617

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**ASSIGNMENT AND QUITCLAIM DEED
(WATER RIGHTS)**

Broadie Ranches, Inc., an Idaho corporation, and Mojanet J. Broadie, also shown of record as Moj Broadie, and Deborah D. Broadie, also shown of record as Debbie Broadie, husband and wife (collectively "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, release and forever quitclaim unto W. Clinton Stennett, a married man as his sole and separate property, as to an undivided 50% interest, and Roy E. Crawford, an unmarried man, as to an undivided 34.8% interest, and UMB, as Trustee for Roy E. Crawford IRA No. 127253.1, as to an undivided 15.2% interest (collectively, "Grantee"), whose address is Post Office Box 475, Ketchum, Idaho, 83340, and to Grantee's heirs, successors and assigns, any and all right, title and interest Grantor may own or may hereafter acquire in and to all water rights appurtenant to the real property described in Exhibit "A" attached hereto and made a part hereof, including, without limitation, the following described water rights:

#37-0511	11/1/1885	10"
#37-0512	9/1/1887	20"
#37-0513	4/1/1888	20"
#37-1067A	4/1/1890	40"
#37-2321	11/8/1915	50"
#37-1213	11/7/1918	50" perpetual

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand effective the 4th day of August, 2005.

BROADIE RANCHES, INC.,
an Idaho corporation

By: _____

Name: Moj Broadie
Its: President

Mojanet J. Broadie
Mojanet J. Broadie

Deborah D. Broadie
Deborah D. Broadie

WRITTEN CONSENT
OF
BOARD OF DIRECTORS
OF
FREMONT PROPERTIES, INC.

RECEIVED

APR 29 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

Via E-mail

The undersigned, being all the directors of FREMONT PROPERTIES, INC., a Delaware corporation, acting pursuant to Section 141(f) of Delaware General Corporation Law, hereby consent in writing to the adoption of the attached resolutions relating to the election of officers and ratification and confirmation of prior acts.

Dated: May 5, 2015



A. M. Dachs



D. R. Covin

**RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
FREMONT PROPERTIES, INC.**

RESOLVED, that all the acts of the officers of this Company performed in the conduct of this Company's business, during calendar year 2014 and the portion of 2015 preceding the date of this action, are hereby ratified and confirmed as the acts and deeds of this Company;

RESOLVED FURTHER, that all offices of this Company are hereby declared vacant, and all officers are hereby removed from said offices, effective midnight of the effective date of these resolutions;

RESOLVED FURTHER, that each of the individuals listed below is hereby elected to the office(s) appearing after his or her respective name, effective at the first moment of the effective date of these resolutions, to serve at the discretion of the Board until the next annual meeting, or until he or she shall resign or be removed, or his or her successor shall be elected and qualified:

D. R. Covin	President and Chief Financial Officer
S. E. Vaughn	Vice President and Secretary
S. Coffino	Treasurer
R. T. Evans	Assistant Treasurer

RESOLVED FURTHER, that should any such individual's status as an officer of this Company be terminated, such individual's status (if applicable) as an officer of (a) any limited partnership of which this Company is a general partner and/or (b) any limited liability company of which this Company is the sole member, managing member or non-member manager shall automatically be deemed terminated simultaneously; and

RESOLVED FURTHER, that the foregoing resolutions shall be effective as of May 5, 2015.

SCI PROPERTIES, L.L.C.

ACTION BY THE MANAGING MEMBER

WHEREAS, the undersigned Fremont Properties, Inc., a Delaware corporation ("the Corporation") is the Managing Member of SCI Properties, L.L.C., a Delaware limited liability company (the "Company");

WHEREAS, Section 8 of the Company's Limited Liability Company Agreement provides that the Corporation, in its capacity as the Managing Member of the Company, has the power and authority to take all actions that the undersigned deems necessary, useful, or appropriate for the day-to-day management and conduct of this Company's business;

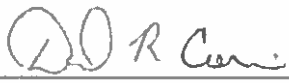
RESOLVED, that each of the individuals listed below is hereby appointed to the office(s) appearing after his or her respective name effective as of May 5, 2015, to serve until he or she shall resign or be removed, or his or her successor shall be appointed:

D. R. Covin	President and Chief Financial Officer
B. A. Levine	Vice President
S. E. Vaughn	Secretary
S. Coffino	Treasurer
R. T. Evans	Assistant Treasurer

RESOLVED, FURTHER, that all the acts of the above-appointed Officers of the Company performed in the conduct of the Company's business during calendar year 2014 and the portion of 2015 preceding the date of this Action by Managing Member, are hereby ratified and confirmed as the acts and deeds of the Company.

Dated: May 5, 2015

Fremont Properties, Inc.

By: 
D. R. Covin, President

No. W 23081		Due no later than Mar 31, 2016		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		C T CORPORATION SYSTEM 921 S ORCHARD ST STE G BOISE ID 83705	
		1. Mailing Address: Correct in this box if needed. SCI PROPERTIES, L.L.C. PETER C. GATTO PO BOX 194170 SAN FRANCISCO CA 94119-4170 USA		3. New Registered Agent Signature:*	
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held	Name	Street or PO Address	City	State	Country
MEMBER	FREMONT PROPERTIES INC	PO BOX 194170	SAN FRANCISCO	CA	USA
5. Organized Under the Laws of: DE W 23081		6. Annual Report must be signed.* Signature: S. Coffino Name (type or print): S. Coffino Date: 01/27/2016 Title: Treasurer of Sole Member			
Processed 01/27/2016		* Electronically provided signatures are accepted as original signatures.			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

80802

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
JAN 18 2016
SOUTHERN REGION

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

Name of Applicant(s) SCI Properties LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

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

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

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

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officer(s) 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 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 application. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Southern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletion 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/res.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 of the water right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

RECEIVED
JAN 19 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) SCI Properties LLC Phone (415) 284-8503
Mailing address 199 Fremont St STE 2400, San Francisco, CA 94105 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 represent 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 James P. Speck Phone (208) 726-4421
Mailing address Speck & Aanestad, PO Box 987, Ketchikan, ID, 83340 Email jim@speckandaanestad.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.

David R. Covin David R. Covin, president 1-14-2016
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**.
- 177.5 acres of this water right are leased to Mr. Roy Crawford and The McGrath 1998 Trust. This application is seeking to update the place of use for the leased acres only by moving 88.7 acres from The McGrath 1998 Trust properties to Roy E. Crawford's properties. No changes proposed to PODs or portion of POU on SCI Properties land.

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.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	37-22586	5.60 cfs	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 5.60 cfs and/or 1,200.0 acre-feet.

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

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	
01S	20E	26															23.4	11.6	35.0
01S	20E	35	19.1	4.1	36.0	18.9				32								2.8	112.9
01S	20E	36	0.3	5.1	35.1	13.5	27.7	29.5	18.7	33.4									163.3
02S	20E	1							15.8										15.8
02S	20E	2	41			32													73
Total Acres (for irrigation use)																			400.0

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:
Ground water is pumped, injected and is then rediverted from Silver Creek for the irrigation of the portion of the POU being changed through this transfer. Point of Rediversion for Crawford acres is located in the SWNWNW of S. 36, Twp 01S, Rge 20E and point of rediversion for McGrath acres L3 (NWNENW) Sec. 1, Twp 02S, Rge 20E.
- b. Who owns the property at the point(s) of diversion? CEMMRM Partners LLC/Idaho Fish and Game at POI
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Irrigation well easement granted to former water right owners and easement granted by Idaho Fish and Game (per IDWR records).
- 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:
Acres formerly irrigated under this right will seek to have water rights owned by the current land owner transferred to them in a separate transfer application to provide irrigation. 0.7 acres will be dried up in the SENW of Sec. 1, Twp 02S, Rge 20E.
- f. Describe the use of any other water right(s) for the same purpose or land, or the diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) of use:
Currently there are Silver Creek Water Rights (37-511; 37-512; 37-413; 37-1067; 37-1213 and 37-2321) owned by Mr. Crawford and The McGrath 1998 Trust, used to irrigate lands at the proposed new acres. Those rights will be moved in two companion transfers to create a POU for the leased portion of this right only.
- 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:

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

RECEIVED
JAN 19 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

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: _____

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify number of acres irrigated per 1/4 1/4 tract.)

[illegible]

Mills, William

From: Jim Speck [jim@speckandaanestad.com]
Sent: Friday, April 29, 2016 5:05 PM
To: Mills, William
Cc: Richard Kopf; Vaughn, Stuart
Subject: FW: David Coven Authority to Sign for SCI Properties
Attachments: FPI and SCI Officers.pdf

Bill,

Please confirm the attached is sufficient. Thanks.

Jim

From: Vaughn, Stuart [mailto:SVaughn@FremontGroup.com]
Sent: Friday, April 29, 2016 4:43 PM
To: jim@speckandaanestad.com
Cc: Kopf, Richard
Subject: FW: David Coven Authority to Sign for SCI Properties

Jim,

There are three pages attached to this e-mail. The first two pages show that the Directors of Fremont Properties, Inc. ("FPI") have elected the officers of FPI and that David R. Covin has been elected as the President and Chief Financial Officer of FPI. The third page shows that FPI, in its capacity as the Managing Member of SCI Properties, L.L.C. ("SCI") has elected officers of SCI and that David R. Covin has been elected as the President and Chief Financial Officer of SCI.

These pages were copied from FPI's Minute Book. Please let me know if this is sufficient to meet the needs of Bill Mills. Thank you.

Regards,
Stuart

Stuart E. Vaughn
Senior Counsel
Fremont Group
199 Fremont Street
San Francisco, CA 94105
Telephone: 415-284-8644
Facsimile: 415-284-8925

From: Kopf, Richard
Sent: Friday, April 29, 2016 3:28 PM
To: Vaughn, Stuart
Subject: Fwd: David Coven Authority to Sign for SCI Properties

Hello Stuart:

Please provide this directly to Jim Speck. I am leaving tomorrow morning for the river cruise on the Rhine, returning May 12. Thanks.

Rick Kopf

Begin forwarded message:

From: Jim Speck <jim@speckandaanestad.com>
Subject: FW: David Coven Authority to Sign for SCI Properties
Date: April 29, 2016 3:11:29 PM PDT
To: Richard Kopf <RKopf@FremontGroup.com>
Cc: William Mills <William.Mills@idwr.idaho.gov>

Rick,

Can you send the appropriate authority document directly to Bill Mills.
Thanks.

Jim

-----Original Message-----

From: Mills, William
Sent: Friday, April 29, 2016 9:08 AM
To: Jim Speck

Jim,

As I was preparing to forward the application for transfer for 37-22586 to advertising, it came to my attention that we have nothing that verifies that Mr. Coven has the authority to sign for SCI Properties LLC. He isn't listed in the Idaho Secretary of State website. Can you provide any documentation that indicates his authority to sign for SCI Properties or for Fremont Properties?

Thanks,
Bill



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

April 29, 2016

SCI PROPERTIES LLC
C/O FREMONT PROPERTIES INC
ATTN DAVID COVIN
199 FREMONT ST STE 2400
SAN FRANCISCO, CA 94105

RE: Transfer No. 80802
Water Right No(s). 37-22586

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 **IDAHO MOUNTAIN EXPRESS** on **5/4/2016** and **5/11/2016**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**May 23, 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:

SPECK & AANESTAD
JAMES P SPECK
PO BOX 987
KETCHUM, ID 83340

Maline, Denise

From: Maline, Denise
Sent: Friday, April 29, 2016 9:58 AM
To: 'Kevin Lakey'
Subject: Comment Letters - transfers 80802, 80818 & 80819
Attachments: Comment Letter to WM37 for 80802, 80818 & 80819.docx; Transfer 80802.pdf; Transfer 80818.pdf; Transfer 80819.pdf

Good morning Kevin,

Attached are copies of transfers 80802 (SCI Properties); 80818 (Crawford); and 80819 (McGrath) which are currently being processed. Please review the information and provide any necessary comments within 21 days.

Thank you in advance,

Denise @ IDWR



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

April 29, 2016

KEVIN LAKEY
WATER DISTRICT #37
107 W 1ST
SHOSHONE, ID 83352

Via e-mail

RE: Transfer No. 80802
Water Right No(s). 37-22586

RE: Transfer No. 80818
Water Right No(s). 37-511, 37-512, 37-513, 37-1067A, 37-1213, 37-2321

RE: Transfer No. 80819
Water Right No(s). 37-22988, 37-22989, 37-22990, 37-22991, 37-22992, 37-22993

Dear Kevin:

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,

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Friday, April 29, 2016 9:18 AM
To: Idaho Mountain Express
Subject: LEGAL NOTICE - CORRECTED
Attachments: Idaho Mtn Express ad.doc

Good morning,

I have a slight change on the legal notice I submitted yesterday afternoon. In the first line of the first paragraph (beginning with SCI Properties...) – the contact name is now different. Would it be possible to update & change this please? If not – it's not critical.

I have attached an entirely new legal notice with the correction – if it's easier to just replace the entire ad. Please let me know if this can be done.

Thank you,

*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*

Maline, Denise

From: Maline, Denise
Sent: Thursday, April 28, 2016 3:16 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.doc

Attached please find (1) legal notice being submitted for publication on May 4th & 11th, 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 I
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

April 28, 2016

**LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340**

RE: Transfer No. 80802
Water Right No(s): 37-22586

RE: Transfer No. 80819
Water Right No(s): 37-22988, 37-22989, 37-22990, 37-22991, 37-22992, 37-22993

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 May 23, 2016. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80802**

SCI PROPERTIES LLC, C/O FREMONT PROPERTIES INC, ATTN DAVID COVIN, 199 FREMONT ST STE 2400, SAN FRANCISCO, CA 94105; has filed Application No. 80802 for changes to the following water rights within BLAINE County(s): Right No(s). 37-22586. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes modifying a 5.60 cfs irrigation ground water right that is diverted and injected into Silver Creek approximately 8.0 miles west and 1.5 miles north of the Highway 20 & 93 intersection in Carey and rediverted at multiple locations from Silver Creek several miles downstream from the initial diversion. The right currently allows for the irrigation of 400 acres on farms located approximately 0.3 miles north to 1.5 miles south and 3.5 to 5.0 miles west of Carey. The application proposes adding an additional point of rediversion from Silver Creek located approximately one mile upstream of a currently authorized point of rediversion. This new point of rediversion consists of an existing diversion utilized by other Silver Creek water rights. The application also proposes changing the place of use of the right by rearranging the location of an 89.2 acre portion of the 400 acres to be irrigated.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80819**

THE MC GRATH 1998 TRUST, 190 STONEWALL RD, BERKELEY, CA 94705; has filed Application No. 80819 for changes to the following water rights within BLAINE County(s): Right No(s). 37-22988, 37-22989, 37-22990, 37-22991, 37-22992, 37-22993. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes changing the point of diversion (POD) for six Silver Creek irrigation water rights (total of 1.9 cfs) to a new location at an existing POD located approximately 0.9 miles downstream of the current POD. Additionally, the transfer proposes moving the rights which allow the irrigation of 98.5 acres to a farm owned by the applicant. Current POU and POD are located approximately 4.4 to 5.5 miles west and 0.1 to 1.0 miles south of the intersection of Hwy 20 & 93 in Carey. Proposed POU and POD are located approximately 4.1 to 4.5 miles west and 0.9 to 1.5 miles south of Carey.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and/or the proposed transfers, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx . Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department 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 May 23, 2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on May 4th & 11th, 2016

Date: April 21, 2016
To: Transfer 80802 File
From: Bill Mills
Re: Evaluation of Sufficiency of Information Submitted

Application for transfer proposes modifying a 5.60 cfs irrigation ground water right that is diverted and injected into Silver Creek approximately 8.3 miles west and 1.7 miles north of the Highway 20 & 93 intersection in Carey and rediverted at multiple locations from Silver Creek several miles downstream from the initial diversion. The right currently allows for the irrigation of 400 acres on farms located approximately 0.2 miles north to 1.5 miles south and 3.6 to 5.3 miles west of Carey. The application proposes adding an additional point of rediversion from Silver Creek located approximately one mile upstream of a currently authorized point of rediversion. This new point of rediversion consists of an existing diversion utilized by other Silver Creek water rights. The application also proposes changing the place of use (POU) of the right by rearranging the location of an 88.7 acre portion of the 400 acres to be irrigated.

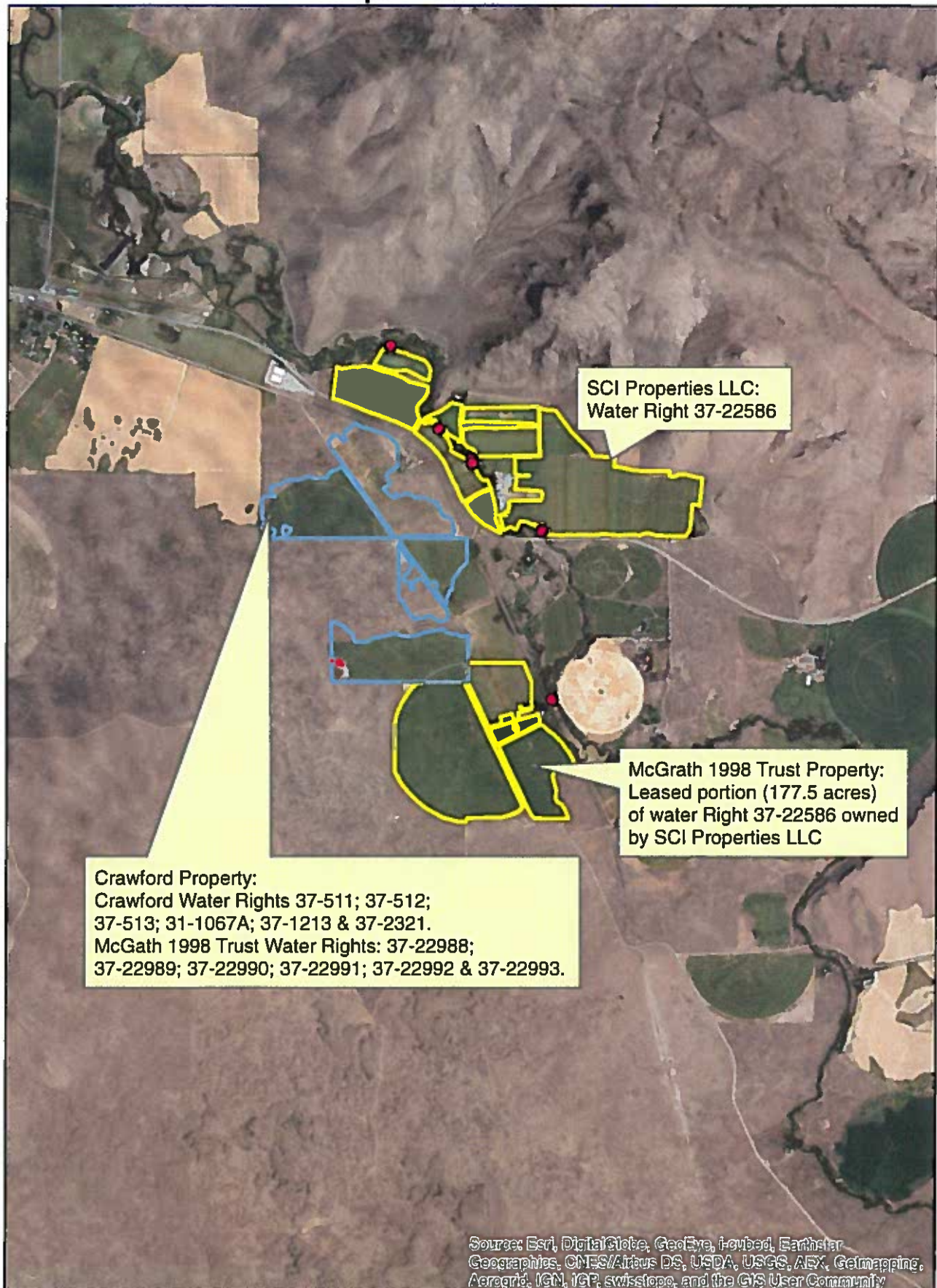
There are two companion transfer applications (#80818 and #80819) that accompany this transfer application. The McGrath 1998 Trust and Mr. Roy E. Crawford jointly owned six Silver Creek water rights that are appurtenant to property that Mr. Crawford owns. Those rights were recently split in an ownership change assigning half of each right to Mr. Crawford (1.9 cfs and 98.5 acres total) and the other half assigned to the McGrath 1998 Trust (1.9 cfs and 98.5 acres total) . Transfer application #80819 is now seeking to move the six Silver Creek water rights owned by McGrath 1998 Trust to the McGrath property located to the southeast of the current POU on adjacent properties and changing the point of diversion (POD) to an existing diversion on the McGrath property. Additionally, the McGrath properties have been leasing a 177.5 acre portion of the ground water right in this transfer (#80802), 37-22586, from SCI Properties LLC. That lease expired at the end of the 2015 irrigation season and a new lease has been drafted that will allow McGrath to move his Silver Creek rights to his property and also transfer an 88.7 acre portion of the leased ground water right to the Crawford property to cover ground formerly irrigated by the portion of the Silver Creek rights now owned by McGrath. This transfer (#80802) takes 88.7 of the leased ground water acres from the McGrath farm and moves them to the Crawford properties and adds a point of rediversion for the delivery of the ground water to those acres. Transfer application #80818 is consolidating the POU on the Crawford property for the six remaining Silver Creek water rights he owns from a 197 acre POU down to a 98.5 acre POU. If all the three transfers are approved, approximately half of the McGrath and Crawford properties will utilize their own privately held Silver Creek water rights and the other half of their properties will be irrigated using water leased from the ground water right owned by SCI Properties LLC. The Silver Creek water rights POUs will not overlap with the SCI ground water right POUs on the Crawford and the McGrath farms. A copy of a new lease agreement was provided that specifies the number of acres per tract where this right can be utilized on both the McGrath and Crawford farms and this transfer creates POUs that reflect those acres. No changes are proposed for the remaining 222.5 acre portion of this right appurtenant to the SCI Properties LLC POU. See included Map1: Current POUs and MAP 2: Post Transfers POUs for reference.

PODs and POU's are all located in Water District 37 and Watermaster comments will be solicited.

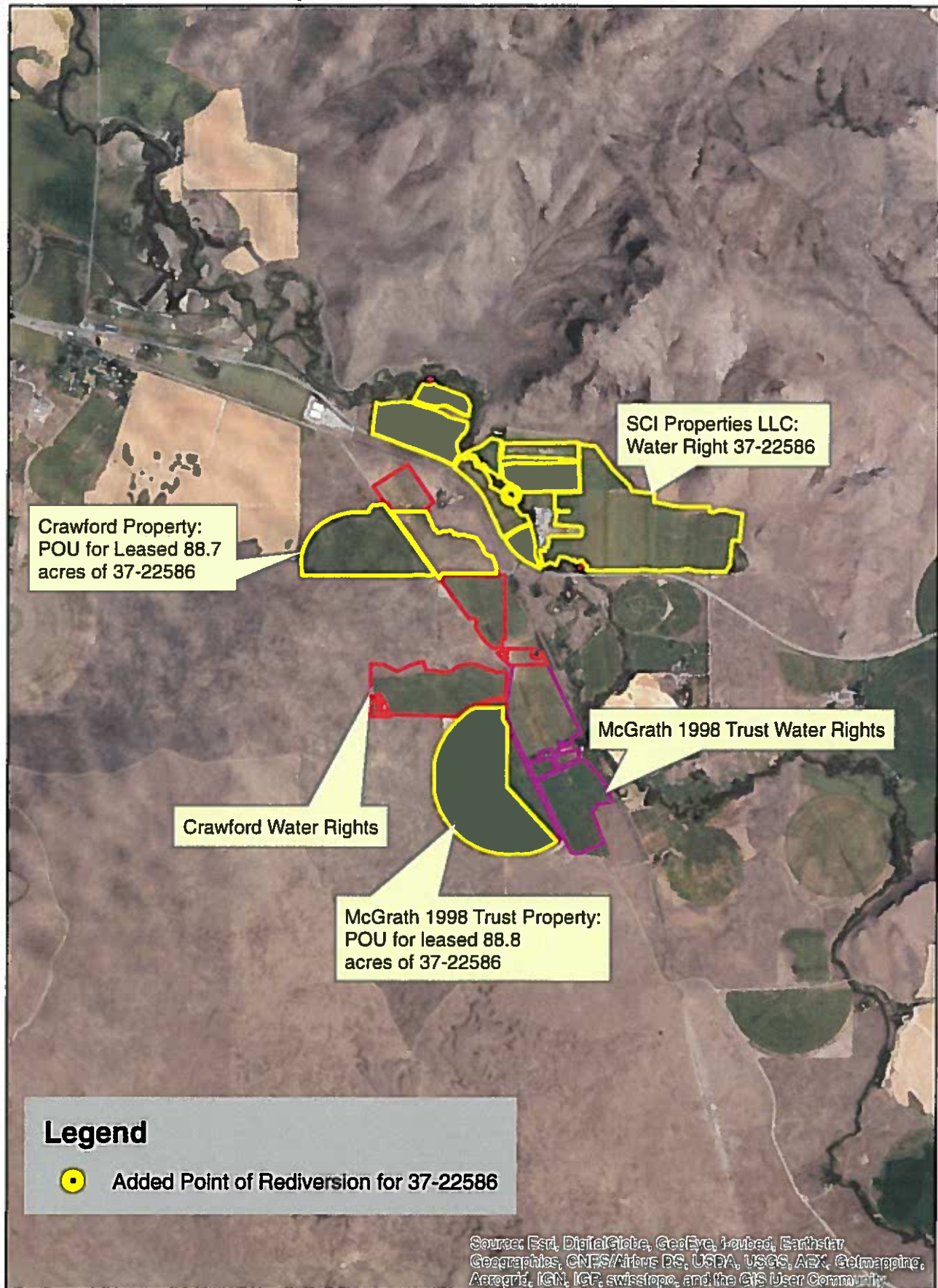
- **Authority to File:** IDWR records indicate that the applicant, SCI properties LLC, owns the water right in this transfer and IDWR records indicate that SCI Properties LLC, The McGrath 1998 Trust and Mr. Roy Crawford own the properties at the proposed POU(s). Provided lease agreement indicates consent to move water to Mr. Crawford's properties. Lease agreement also indicates SCI Properties LLC will retain ownership of the entire water right. 0.9 acres of the portion leased to Mr. Crawford are assigned to ground jointly owned by Mr. Crawford and the McGrath 1998 Trust in the NWNE of Sec. 35, Twp 01S, Rge 20E. A water use agreement was provided indicating both parties consent to use of the water at this location. Additionally, copies of ownership documents for the new POU on the Crawford property and the jointly owned McGrath and Crawford properties have been provided.
- **Water Right Validity:** Water right 37-22586 was decreed in the SRBA on 11/12/2009. Recent aerial and satellite imagery indicates the properties involved with this transfer appear irrigated.
- **Injury to Other Water Rights:**
None anticipated.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No issues anticipated. Application will be subject to public notice.
- **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 on Agricultural Base of the Local Economy:**
None Anticipated.

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

Map1: Current POUs



Map 2: Post Transfers POU's



MEMORANDUM

Date: April 21, 2016
To: Transfer 80802
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #80802 were based on the portion of the water right that is being moved to new ground in the transfer application:

$(88.7 \text{ new acres} / 400.0 \text{ acre POU}) \times 5.60 \text{ cfs} = 1.24 \text{ cfs}$

The current fee for the transfer of 1.24 cfs is \$580.00. Additional fees were paid for two companion transfers on two receipts:

Transfer #80818: \$200.00 dollars for moving 0.09 cfs and Transfer #80819: \$580.00 for moving 1.9 cfs.

$\$580.00 + \$200.00 + \$580.00 = \$1360.00$ total fee.

\$680.00 paid on Receipt #S035366 and \$680.00 paid on Receipt #S035367.

Roy E. Crawford
165 Phillip Road
Woodside, CA 94062
(415) 203-9268
royecrawford@gmail.com

RECEIVED

APR 04 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

April 1, 2016

Bill Mills
Senior Water Resource Agent
State of Idaho
Department of Water Resources
650 Addison Ave. W., Suite 500
Twin Falls, Idaho 83301-5858

Dear Bill:

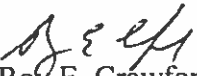
Earlier today, I emailed you a copy of the Water Lease Agreement between SCI Properties, L.L.C. as Lessor and Don McGrath and me as Lessee.

Enclosed are two checks, both in the amount of \$680, one by Don McGrath and one by me.

Also enclosed is a change of address form by Don. You may have previously received this, but we are sending another one just in case.

Please call or email me if there is anything else we need to do.

Very truly yours,


Roy E. Crawford

REC/dw
Enclosures

cc: Don McGrath

* Fees also cover transfer for SCI Properties.
\$680 - from Crawford SO35367
\$680 - from McGrath SO35366 } 4/4/2016

SCI PROPERTIES, L.L.C.
199 Fremont Street, Suite 2400
San Francisco, CA 94105

RECEIVED
JAN 22 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

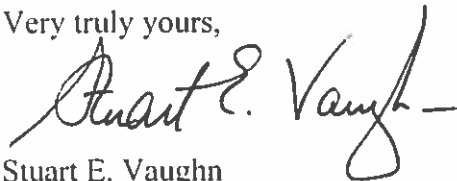
January 19, 2016

Mr. Bill Mills
Idaho Department of Water Resources
650 Addison Ave W, Ste 500
Twin Falls ID 83301

Dear Mr. Mills:

Enclosed for filing with the Idaho Department of Water Resources is a revised Application for Transfer that adds a second point of diversion as set forth in your January 15, 2016 email to Jim Speck. This Application for Transfer is being submitted on behalf of SCI Properties, L.L.C.

Very truly yours,



Stuart E. Vaughn
Secretary

Enclosure

cc: James P. Speck, Esq. (w/copy of enclosure)
Richard S. Kopf, Esq. (w/copy of enclosure)

SCI PROPERTIES, L.L.C.
199 Fremont Street, Suite 2400
San Francisco, CA 94105

RECEIVED
JAN 19 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

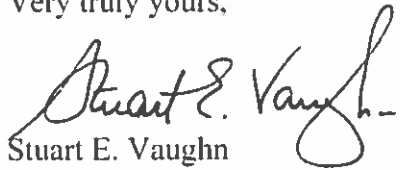
January 14, 2016

Mr. Bill Mills
Idaho Department of Water Resources
650 Addison Ave W, Ste 500
Twin Falls ID 83301

Dear Mr. Mills:

Enclosed for filing with the Idaho Department of Water Resources is an Application for Transfer that is being submitted on behalf of SCI Properties, L.L.C.

Very truly yours,



Stuart E. Vaughn
Secretary

cc: James P. Speck, Esq.
Richard S. Kopf, Esq.

Mills, William

From: Jim Speck [jim@speckandaanestad.com]
Sent: Tuesday, January 05, 2016 2:56 PM
To: Mills, William
Cc: Kopf, Richard
Subject: FW: RE: RE: RE: RE: SCI Properties/Susie Q Ranch - Water Right 37-22586

Bill,

The correct current address for SCI Properties, LLC is:

SCI Properties LLC
C/O Fremont Properties, Inc.
Attn: David Covin
199 Fremont St., Suite 2400
San Francisco, CA 94105
(415) 284-8503

Can you make this change in the process of the new transfer application?
Will the correct address then become part of the records for SCI's other water rights?

Jim