

RECEIVED

MAY 21 2015

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80123MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Frank L. and Cindy L. BachmanCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

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

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

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

RECEIVED

MAY 21 2015

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) Frank & Cindy Bachman Phone 208-845-2090Mailing address PO Box 186, Bruneau, ID 83604 Email febachman@copper.net

- ☐ 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 RepresentativeName of Representative SPF Water Engineering, LLC Phone 208-383-4140Mailing address 300 E. Mallard Dr., Ste 350, Boise, ID 83706 Email lgraves@spfwater.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.

<u>Frank L. Bachman</u> Signature of Applicant or Authorized Representative	<u>FRANK L. BACHMAN</u> Print Name and Title if applicable	<u>5-5-15</u> Date
<u>Cindy L. Bachman</u> Signature of Applicant or Authorized Representative	<u>Cindy L. Bachman</u> Print Name and Title if applicable	<u>5-5-15</u> 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 consolidate irrigation
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**.
- (1) change the point of diversion from an abandoned pump station to an existing pump station currently used; (2) change the irrigation place of use to a permissible place of use for irrigation flexibility; (3) transfer 22 acre of water right 2-2277 to applicant's proposed PPU as authorized in the purchase and sale agreement (Attachment 3); and (4) consolidate authorized irrigation rate and volume applicable to 196 acres to 188 acres within the proposed PPU.

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 ☒ ☐	2-10497	2.66/787.5	Irrigation	3/15 to 11/15	Snake R./Columbia R.
☐ ☒	2-2277	0.34/99	Irrigation	3/15 to 11/15	Snake R./Columbia R.
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 3.0 cfs and/or 886.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 3.0 cubic feet per second and/or 886.5 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 #
No	1		NE	SE	33	5S	6E	Elmore	Snake River	

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	
5S	6E	34		40	40	40	40			22					37	3			222
		34													L1	L2			
Total Acres (for irrigation use)																			*222

*188 acres irrigation within a 222-acre permissible place of use (PPU)

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:

Existing pump station consisting of two 125-hp pumps; pressurized irrigation system. Flow meters and lockable controlling works are to be installed this summer.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Special Use Permit No. 2055-5-008

- 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:

Per the Purchase and Sale Agreement included as Attachment 3, applicants purchased and are proposing to transfer water appurtenant to 22 of the 43 acres in the W1/2NW, Section 34 under right 2-2277. The 22-acre area is part of a PPU proposed on an accompanying transfer application in the names of Melody and Tim Landis.

- 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:

The proposed pump station is authorized for water rights 2-2124 and 2-2092B and proposed for water right 2-2277.

- 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:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

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

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

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

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

Right Number: 2-2277

1. amount 0.34 cfs/99 ac-ft (cfs/ac-ft) for Irrigation purposes from 3/15 to 11/15
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ tract.)

[illegible]

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

Current Water Right No.: 2-10497

Current Owner: FRANK L BACHMAN
CINDY L BACHMAN

Priority Date: 2/26/1964

Origin: Water Right

Status: Active

Basis: Decreed

Source

SNAKE RIVER

Tributary

COLUMBIA RIVER

Beneficial Use

IRRIGATION

From To

03/15 to 11/15

Diversion Rate

2.66 CFS

Annual Volume

787.5 AF

Total Diversion

2.66 CFS

787.5 AF

Location of Point(s) of Diversion

SNAKE RIVER

SW1/4SE1/4NW1/4

Sec. 34, Twp 05S, Rge 06E B.M.

ELMORE County

Place of Use

IRRIGATION Within ELMORE County

T05S R06E S34	NWNE	15.00	T05S R06E S34	SWNE	41.00
T05S R06E S34	SENE	30.00	T05S R06E S34	NENW	42.00
T05S R06E S34	SENW	22.00	T05S R06E S34	NESE	20.00
T05S R06E S34	Lot 2 NWSE	4.00			

Total Acres: 174

Conditions of Approval:

1. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Decreed Date: 2/10/2010

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

Current Water Right No.: 2-2277

Current Owner: MELODY F LANDIS
Priority Date: 2/26/1964
Origin: Water Right
Status: Active
Basis: Decreed

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

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.66 CFS	193.5 AF
	<u>Total Diversion</u>	0.66 CFS	193.5 AF

Location of Point(s) of Diversion

SNAKE RIVER ELMORE County	SW1/4SE1/4NW1/4 Sec. 34, Twp 05S, Rge 06E B.M.
------------------------------	---

Place of Use

IRRIGATION Within ELMORE County

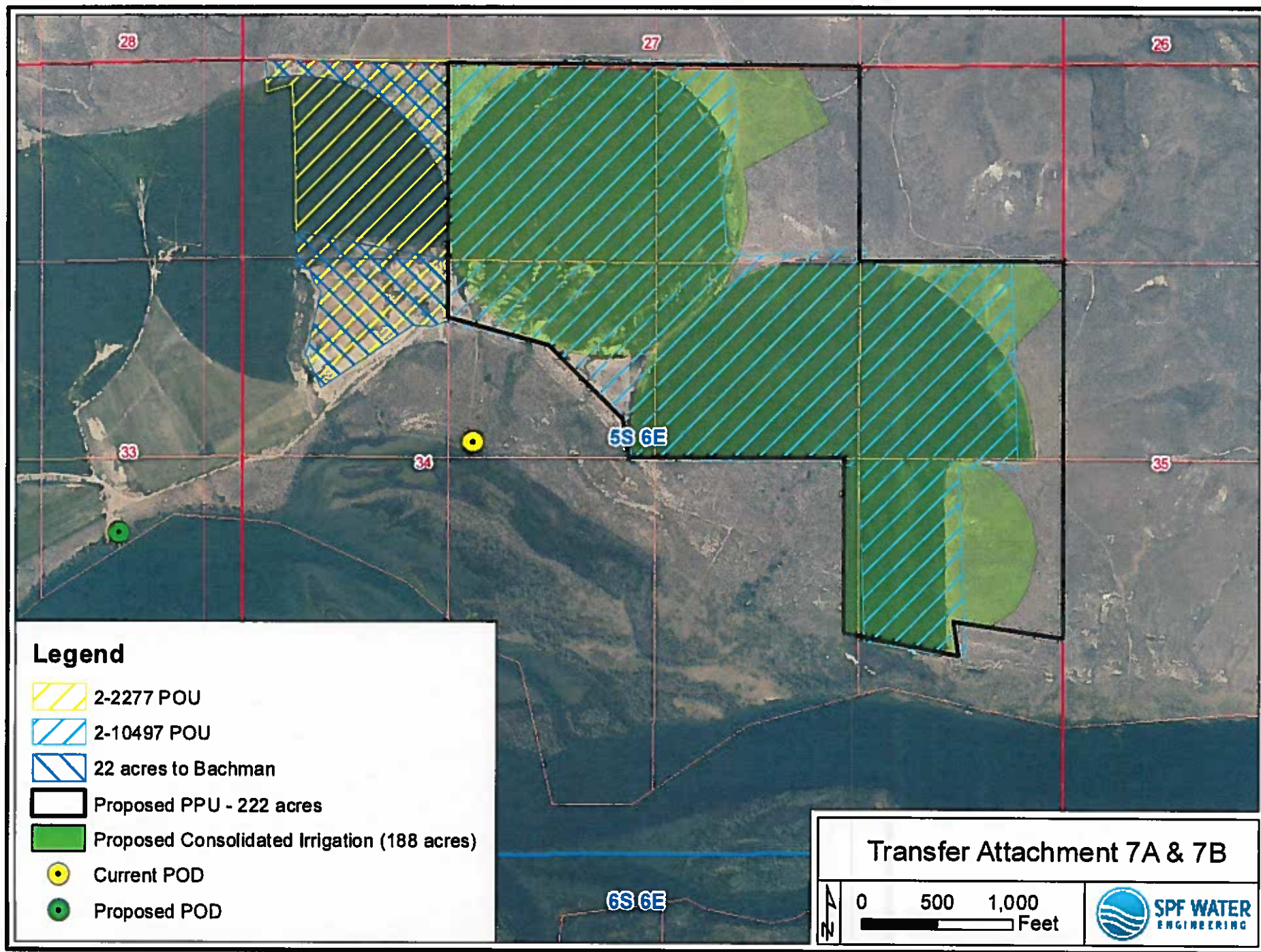
T05S R06E S34	NWNW 31.00	T05S R06E S34	SWNW 12.00
Total Acres: 43			

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. S39 The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Decreed Date: 2/10/2010

80123



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 QA Date 5/21/15 Preliminary check by _____ Date _____

Fee paid \$660⁰⁰ Date 5/21/15 Received by CS Receipt # W043126

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

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT, made this 26 day of October, 2012, between Melody Landis, also known as Melody F. Landis, a married woman dealing with her sole and separate property and estate, whose address is 20028 Highway 51, Mountain Home, Idaho 83647, hereinafter designated in as the "Seller", and Frank L. Bachman and Cindy L. Bachman, husband and wife, whose address is P. O. Box 186, Bruneau, Idaho 83604, hereinafter designated in the singular and by masculine gender as the "Buyer".

IN CONSIDERATION OF the sum of [REDACTED] (\$[REDACTED]), hereinafter designated as the "Earnest Money" and in consideration of the mutual promises and covenants herein contained, the Seller promises and agrees to sell to the Buyer and the Buyer promises and agrees to purchase from the Seller, the real and personal property described herein on the following terms and conditions.

1. **DESCRIPTION OF PROPERTY.** The real and personal property to be sold is located in the County of Elmore, State of Idaho, and is more particularly described in Exhibit A that is attached hereto and by this reference made a part hereof.

2. **PURCHASE PRICE.** The total purchase price for the above-described property shall be [REDACTED] (\$[REDACTED]), which shall be payable as follows:

a. The sum of [REDACTED] (\$[REDACTED]) as Earnest Money, which sum has been deposited in and received by Guaranty Title, Inc., 206 South 3rd East, Mountain Home, Idaho 83647, the closing agent.

b. The sum of [REDACTED] (\$[REDACTED]) at the time of closing as hereinafter provided.

c. The balance of the purchase price in the amount of [REDACTED] (\$[REDACTED]) shall be payable as follows:

(1) The interest due on the principal balance payable of the \$ [REDACTED] shall be paid in full the 1st day of February, 2013.

(2) The sum of \$ [REDACTED] on or before the 1st day of February, 2014, and the like sum of \$ [REDACTED] on or before the 1st day of February each and every year thereafter, up to and including the 1st day of February, 2028, when the entire principal balance due on the purchase price, together with all of the interest due shall be paid in full.

Interest shall be charged upon the principal balance remaining from time to time unpaid from the date of closing at the rate of [REDACTED] per annum. Each payment made hereunder shall first be applied to the interest then due and unpaid and the balance of each payment shall be applied upon the principal balance due hereunder.

The Buyer may pay all or any portion of the purchase price due hereunder before the due date thereof without penalty, and interest shall be charged only on the principal balance remaining from time to time unpaid. Any prepayment by the Buyer shall not relieve the Buyer from the payment of the regular annual payments provided for herein.

3. **CONVEYANCE OF TITLE.** The title to the real property to be conveyed to the Buyer by the Seller shall be by standard warranty deed, conveying to the Buyer good and merchantable fee simple title, free and clear of all liens and encumbrances, except patent reservations, easements and rights-of-way of record, visible easements and to any existing tenancies. Title to the personal property to be conveyed to Buyer by the Seller shall be conveyed by a standard bill of sale. The title to the personal property shall be marketable in the Buyer and shall be conveyed free and clear of all security interests, covenants, conditions, liens, and encumbrances.

4. **SECURITY FOR PAYMENT.** At the time of closing and the conveyance of the above-described property from the Seller to the Buyer, the Buyer shall execute and deliver to the Seller a standard promissory note in the amount of \$ [REDACTED], the balance due hereunder, payable according to the terms provided for above and a standard Mortgage in recordable form with the Seller as the mortgagee thereon, securing said promissory note and the payments due thereunder.

5. **TITLE INSURANCE.** The Seller shall within a reasonable time after closing furnish to the Buyer an owner's policy of title insurance in the amount of the purchase price of the real property showing marketable and insurable title, subject only to the liens and encumbrances herein mentioned. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for title insurance showing the condition of the title to said premises. Buyer shall have five days from receipt of the commitment or until twenty-four hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title.

6. **CLOSING.** The sale and purchase of the above-described property shall be closed on the ____ day of October, 2012, at ____ o'clock __.M. at Guaranty Title, Inc., unless otherwise agreed in writing by the parties hereto. This agreement shall constitute not only the agreement of purchase and sale between Buyer and Seller but also instructions to closing agent for the consummation of the agreement through the escrow. The closing agent shall prepare any further escrow instructions restating or amending this agreement as necessary to consummate this transaction. The closing agent's fees and costs for closing this sale shall be paid one-half by the Seller and one-half by the Buyer.

7. **PURCHASE CONTINGENT ON FINANCING.** The purchase and sale of the property described herein is contingent on Buyer obtaining financing for the purchase of the property. Buyer has made application for financing for the purchase and shall make a best effort to procure the financing prior to closing. If buyer is unable to obtain financing for the purchase prior to closing neither party shall be obligated to complete this sale and the Earnest Money shall be returned to buyer.

8. **TAXES.** All taxes levied and assessed against said property shall be prorated as of the date of closing, the Seller paying all taxes levied and assessed against said property prior to closing and the Buyer paying all taxes levied and assessed against said property subsequent to closing.

9. **POSSESSION.** Possession of the above-described property shall be delivered by the Seller to the Buyer at the time of closing.

10. **RISK OF LOSS.** Risk of loss from fire or other casualty to any improvements located on the above-described property shall be on the Seller until closing and the transfer of title.

11. **DEPOSIT OF MONEY AND INSTRUMENTS WITH CLOSING AGENT.** On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale.

12. **WATER RIGHTS.** The sale of the above-described real property shall include all appurtenant water rights. The Seller owns Idaho Water Right No. 2-2277 consisting of water rights to irrigate 217 acres. There are 43 acres of water rights that are appurtenant to the West Half of the Northwest Quarter of Section 34, Township 5 South, Range 5 East, Boise Meridian, that are owned by Seller. Seller shall transfer all but 21 acres of those water rights consisting of 3.0 cfs to Buyer to be utilized by Buyer to irrigate the property being purchased by Buyer from Seller, even though Buyer is not purchasing the West Half of the Northwest Quarter of Section 34 from Seller. The Buyer and Seller shall diligently pursue with the Idaho Department of Water Resources the transfer of the water rights being sold by Seller to Buyer that are now appurtenant to the West Half of the Northwest Quarter of Section 34 to the property being purchased by Buyer from Seller. In addition the Seller shall execute and deliver to Buyer any and all assignments or other documents necessary to transfer the water rights to the property to Buyer.

13. **ACCESS EASEMENT.** As part of the consideration for the purchase price to be paid by the Buyer, the Seller shall grant to the Buyer an access easement twenty-five feet wide from State Highway 51 over and across real property owned by the Seller in Sections 33 and 34, Township 5 South, Range 6 East, Boise Meridian, in Elmore County, Idaho, to the boundary of the property being purchased by the Buyer for the use by Buyer to get farm equipment to the property being purchased by Buyer from Seller pursuant to the terms of this agreement. The access easement shall continue in full force and effect so long as Buyer or a member of Buyer's family owns the property purchased from Seller. If Buyer sells the property to a third party who is not related to Buyer, then the easement shall terminate. The Seller may move the existing road that constitutes the access easement so long as the new road or access easement provides access for Buyer's farm equipment to the property purchased by Buyer from Seller. The access easement is depicted on Exhibit B that is attached hereto and by this reference made a part hereof.

14. **ASSIGNMENT OF IDAHO POWER COMPANY SPECIAL USE PERMIT.** It is understood by the parties that irrigation pumps, the electrical equipment to operate the pumps and pipelines that are a part of this sale are located on land adjacent to C. J. Strike Reservoir that is owned by Idaho Power Company. The Seller has Special Use Permit No. 2055-S-008 with Idaho Power Company permitting the use of a portion of Sections 33 and 34 in Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho, for buried sprinkler irrigation mainlines, two irrigation pumps located on the Snake river, a cattle watering access and use of the exiting Idaho Power Company roadway, a copy of which Permit is attached hereto as Exhibit C and by this reference made a part hereof. The real property covered in the permit is contained within the boundaries of the federally licensed C. J. Strike hydroelectric project. The Seller shall assign to Buyer Special Use Permit No. 2055-S-008 with Idaho Power Company, except the right

of cattle watering access, and shall assist and cooperate with Buyer in obtaining the express written consent of Idaho Power Company to the assignment of the Permit by Seller to Buyer as required by the Permit.

15. WATER PIPELINE EASEMENT. As part of the consideration for the purchase price to be paid by the Buyer, the Seller shall grant to the Buyer a permanent irrigation water pipeline easement and right of way to use, construct, install, maintain, operate, repair or replace a pipeline for the conveyance of irrigation water over, across, through and under the location of the existing pipeline from the existing pump station located on or near Lot 1 in Section 33, Township 5 South, Range 6 East, Boise Meridian in Elmore County, Idaho, and running over, across, through and under the location of the existing pipeline on the property of the Seller located in Lot 1 of Section 33 and the Northwest Quarter of Section 34 in Township 5 South, Range 6 East, Boise Meridian in Elmore County, Idaho, to the real property described in Exhibit A that Buyer is purchasing from Seller and as depicted on Exhibit D that is attached hereto and by this reference made a part hereof.

16. HAZARDOUS SUBSTANCES. The Seller warrants to the Buyer that the real property is not contaminated with any hazardous substances and that she has not placed nor brought onto the property any hazardous substances (as "hazardous substance" is defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time) or materials the removal of which is required or the maintenance of which is prohibited or penalized by any applicable local, state or federal law, ordinance, rule, regulation or requirement and to the best of Seller's knowledge, the property is free of all such hazardous substances and materials. The Seller further warrants to the Buyer that the real property is not subject to any pending, threatened, or likely federal, state, or local "superfund" lien, proceedings,

claim, liability, or action for the cleanup, removal, or remediation of any hazardous substance from the real property. Each of the representations, warranties and covenants contained in this Section 13 shall survive delivery of the deed described in Section 3 above.

17. DEFAULT BY BUYER. If Seller executes this agreement and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited and considered as liquidated damages to the Seller, and Buyer's interest in the premises shall be immediately terminated. Such forfeiture and acceptance by the Seller and the closing agent of the earnest money as liquidated damages shall not constitute a waiver of other remedies available to Seller and closing agent.

18. DEFAULT BY SELLER. If Seller, after approval and acceptance, is unable to furnish good title or defaults in any undertaking or provision of this agreement, Buyer may at his option either recover the earnest money deposited with the closing agent, or pursue any other remedy available to Buyer in law or equity.

19. ATTORNEY FEES. In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party or the prevailing party in case of suit.

20. ATTORNEY'S EMPLOYMENT. The parties acknowledge that this agreement was prepared by the attorney for the Buyer. Seller is advised to seek the advice of independent counsel if she so desires.

21. NO BROKER EMPLOYED IN SALE. Seller and Buyer each represents and warrants that they have not dealt with either a broker or finder in connection with the transaction contemplated by this agreement, and, insofar as they know, no broker or other person is entitled

to any commission or fee with respect to any such transaction. Further, each party shall indemnify the other against any claim or loss incurred or suffered as a result of any broker's commission or finder's fee alleged to be payable because of any statement, act, or omission of the indemnifying party.

22. **HEADINGS.** Headings in this Real Estate Purchase and Sale Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **GOVERNING LAW.** This instrument shall be governed by and construed in accordance with the laws of the State of Idaho.

24. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

25. **FURTHER DOCUMENTS AND ASSURANCES.** Buyer and Seller shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the escrow in condition for closing as and when required by this agreement. Buyer and Seller shall provide all further information and execute and deliver all further documents and instruments reasonably required by the escrow holder or the title insurance company.

26. **COUNTERPARTS.** This instrument may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

27. **TIME OF THE ESSENCE.** Time is of the essence of this agreement.

28. **ENTIRE AGREEMENT.** This agreement shall supersede all prior agreements between the parties relating to the subject matter hereof, and no warranties, representations, or agreements with regard thereto, except for those contained herein, shall be binding upon the parties.

29. **SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS.** All representations, warranties, covenants and agreements of the Seller set forth in this agreement shall survive the closing and shall survive the recording of the Warranty Deed.

30. **HEIRS AND ASSIGNS.** Unless expressly otherwise stated, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year in this agreement first above written.

Melody F. Landis
Melody Landis, also known as Melody F. Landis

Timothy D. Landis
Timothy D. Landis

SELLER,

Frank L. Bachman
Frank L. Bachman

Cindy L. Bachman
Cindy L. Bachman

BUYER.

STATE OF IDAHO,)
COUNTY OF Elmore) ss.

On this 26th day of October, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Melody Landis, also known as Melody F. Landis, and Timothy D. Landis, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

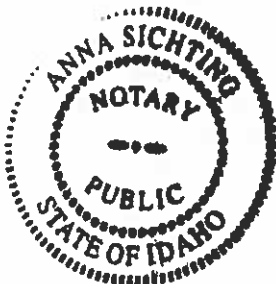


Anna Sichting
Notary Public for Idaho,
Residing at: Mountain Home, Idaho.
My commission expires: 1/19/2017

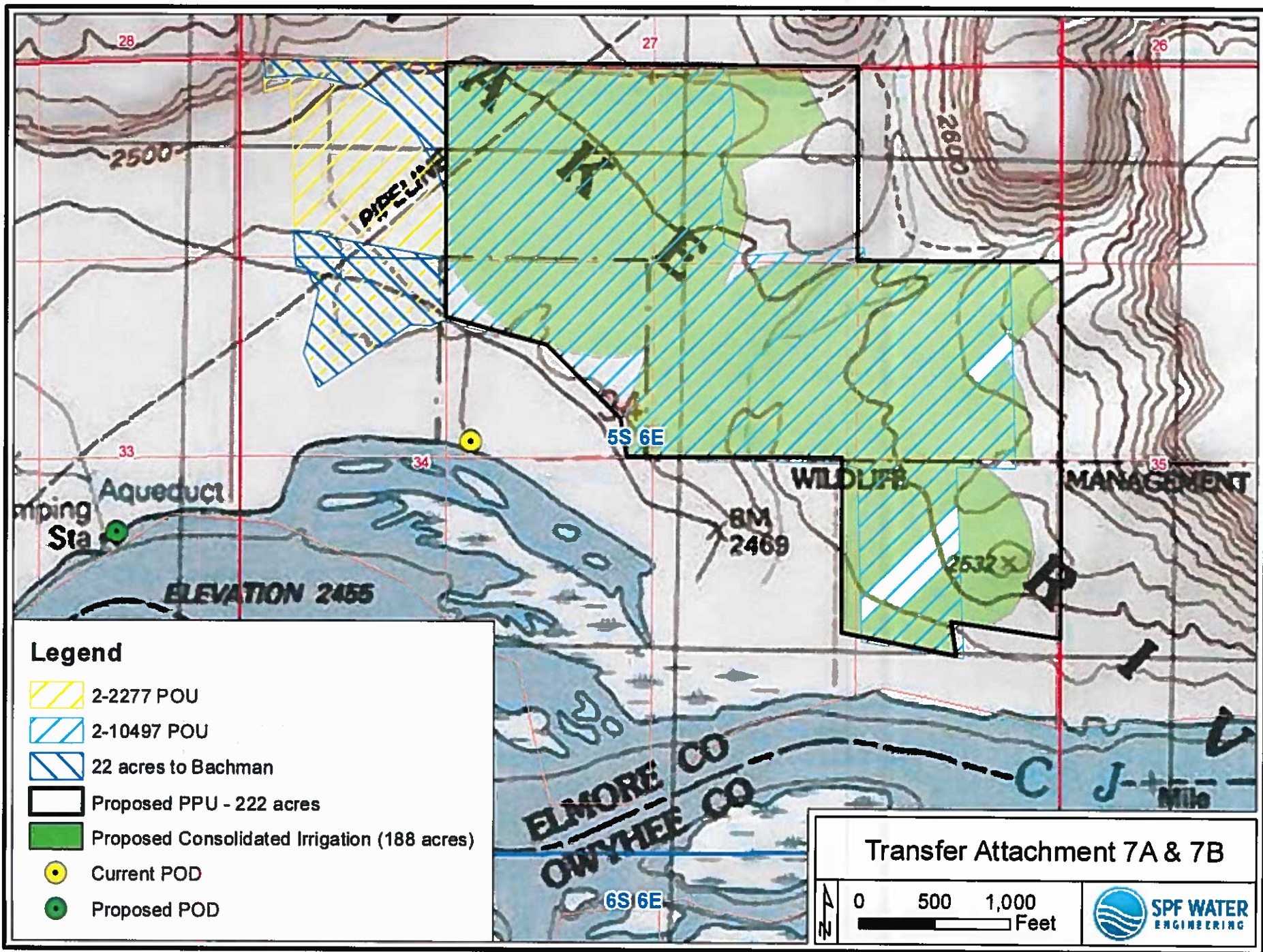
STATE OF IDAHO,)
COUNTY OF Elmore) ss.

On this 26th day of October, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Frank L. Bachman and Cindy L. Bachman, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Anna Sichting
Notary Public for Idaho,
Residing at: Mountain Home, Idaho.
My commission expires: 1/19/2017





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

February 25, 2016

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

CINDY L BACHMAN
FRANK L BACHMAN
PO BOX 186
BRUNEAU, ID 83604

RE: Transfer No. 80123
Water Right No(s). 2-10497, 2-2277

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 MOUNTAIN HOME NEWS on 3/2/2016 and 3/9/2016. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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,

A handwritten signature in black ink, appearing to read 'Rachel Neely', followed by a horizontal line.

Rachel Neely
Administrative Assistant

CC:
SPF WATER ENGINEERING LLC
C/O LORI GRAVES
300 E MALLARD DR STE 350
BOISE, ID 83706

Neely, Rachel

From: Neely, Rachel
Sent: Thursday, February 25, 2016 8:51 AM
To: 'Swenson, Stacy'
Subject: Elmore Legal Ads
Attachments: Elmore Cover Letter.docx; Elmore Legal Ad.docx

Good Morning Legal Clerk,

Please see the attached ads for publication on 3/2/2016 & 3/9/2016.

Please confirm these are okay to publish as shown.

Thank you,

Rachel Neely

Administrative Assistant I
IDWR-Western Region
2735 Airport Way Boise, ID 83705
Rachel.Neely@idwr.idaho.gov

February 25, 2016

LEGAL NOTICE DEPARTMENT
MOUNTAIN HOME NEWS
PO BOX 1330
MOUNTAIN HOME, ID 83647-1330

RE: Application for Permit No. 63-34186
 Application for Transfer No. 80123,
 Water Right No(s): 2-10497, 2-2277
 Application for Transfer No. 80124,
 Water Right No(s): 2-2092B, 2-2124, 2-2277

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 3/21/2016. Your cooperation is appreciated.

Sincerely,

Rachel Neely
Administrative Assistant

Enclosure(s)

The following applications have been filed to appropriate the public waters of the State of Idaho:

63-34186

HOWARD KEVAN FAMILY TRUST

405 EDWARDS DR

TWIN FALLS, ID 83331

Point of Diversion L10(SESW) S31 T02N R10E ELMORE County Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 1/5/2016

Place of Use: DOMESTIC

T02N R10E S31 L10(SESW)

Water bearing zone to be appropriated is from 110 to 350 feet.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80123**

CINDY L BACHMAN and FRANK L BACHMAN, PO BOX 186, BRUNEAU, ID 83604; has filed Application No. 80123 for changes to the following water rights within ELMORE County(s): Right No(s). 2-10497, 2-2277; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of this transfer is to change the points of diversion from an abandoned pump to an existing pump approximately half a mile downstream. This transfer of 3.0 cfs for irrigation will consolidate 196 acres to 188 acres within a 222 acre permissible place of use (PPU). 22 acres of water right 2-2277 will be included in the PPU for this transfer and the remaining 21 acres will be included in transfer 80124. The irrigated acres are located east of Highway 51, north of the Snake River, and approximately 5 miles north of Bruneau. The POD site is half a mile east of Highway 51 off Apricot Lane, north of the Snake River.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80124**

MELODY F LANDIS and TIMOTHY LANDIS, 20028 HWY 51, MOUNTAIN HOME, ID 83647; has filed Application No. 80124 for changes to the following water rights within ELMORE County(s): Right No(s). 2-2092B, 2-2124, 2-2277; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of this transfer is to change the points of diversion for water rights 2-2277 from an abandoned pump to an existing pump approximately half a mile downstream. This transfer of 5.42 cfs for irrigation will change the place of use to 299 acres within a 403 acre place of use. The irrigated acres are located east of Highway 51, north of the Snake River, and approximately 5 miles north of Bruneau. The POD site is half a mile east of Highway 51 off Apricot Lane, north of the Snake River.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at 208-334-2190; or for a full description of the right(s) or proposed transfer (s) please see www.idwr.idaho.gov/WaterManagement/WaterRights. Protests may be submitted based on the criteria of Idaho Code §§ 42-203A and 42-222. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 3/21/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/2/2016 and 3/9/2016

Neely, Rachel

From: Neely, Rachel
Sent: Thursday, February 25, 2016 8:54 AM
To: Whitney, Rob
Subject: Application for Permit No. 57-11866, Application for Transfer No. 80123 & 80124
Attachments: Watermaster Recommendation Form.docx; Application for Permit No. 57-11866.pdf; Application for Transfer No. 80123.pdf; Application for Transfer No. 80124.pdf

February 25, 2016

ROB WHITNEY
WATER DISTRICT #02
322 E FRONT ST
PO BOX 83720
BOISE, ID 83720-0098

**RE: Application for Permit No. 57-11866
Applications for Transfer No's. 80123 & 80124**

Dear Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right applications. Copies of the applications are enclosed with this email for your reference. Please review the applications, complete the attached recommendation form, and submit your reply, if any, to this office by March 21, 2016.

IDWR will assume you do not object to this application if a timely response is not received. Please contact me if you have any questions in this matter. Thank you for your help.

Sincerely,

Rachel Neely

Administrative Assistant I
IDWR-Western Region
2735 Airport Way Boise, ID 83705
Rachel.Neely@idwr.idaho.gov

Merriman, Danielle

From: Palmer, Cherie
Sent: Friday, February 12, 2016 11:34 AM
To: Merriman, Danielle
Subject: RE: Transfer for Bachmans

Great, thanks for the update! It does help. Have a great long weekend!

Cherie

From: Merriman, Danielle
Sent: Friday, February 12, 2016 11:29 AM
To: Palmer, Cherie
Cc: Grimm, Angie
Subject: RE: Transfer for Bachmans

Hi Cherie,

I have the initial processing of these applications completed and plan on getting them to review next week so they can be sent to advertising by the next available advertising deadline (2/23/16.) Hopefully there won't be any protests and we can move to the approval process as quickly as possible.

I hope this is helpful. Let me know if you have any questions!

Thanks,
Danie

From: Grimm, Angie
Sent: Friday, February 12, 2016 11:00 AM
To: Merriman, Danielle
Subject: FW: Transfer for Bachmans

Danie,

Would you please respond to Cherie on this (timeline, etc.).

Thanks,
Angie

From: Palmer, Cherie
Sent: Friday, February 12, 2016 10:24 AM
To: Grimm, Angie
Subject: Transfer for Bachmans

Angie,

Hello! Hope you are doing well. I have a rental application from Frank and Cindy Bachman that intends to rent water rights 2-2356 and 2-7071. However, the Bachmans have a transfer that will accomplish some of what they are proposing thru the rental—I believe. The transfer is 80123 on water rights 2-2277 and 2-10497. I don't want to move forward on the rental until the transfer has been completed. Is there any way this transfer can be expedited? It would be a huge help for us. Let me know what you think.

Merriman, Danielle

From: Merriman, Danielle
Sent: Friday, January 08, 2016 2:12 PM
To: Thiel, Sandra
Subject: RE: Bachman and Landis Transfers

Hi Sandra,

I have been assigned the Bachman and Landis transfers and they are now at the top of my pile! I will push through them asap and will let you know when we put them into advertising.

Sorry I don't have any concrete details, but I will let you know as soon as I do. Thanks!

From: Thiel, Sandra
Sent: Thursday, January 07, 2016 8:36 AM
To: Merriman, Danielle
Subject: Bachman and Landis Transfers

Good morning, I am working on a water supply bank lease and rental for Frank and Cindy Bachman. It doesn't look like we can move forward with the process without the changes proposed by transfers 80123 and 80124. Can you tell me the status of the transfers?

From: Grimm, Angie
Sent: Friday, November 20, 2015 8:05 AM
To: Thiel, Sandra
Subject: RE: Transfer 80123

Landis also has a transfer 80124... that might fit into the picture too somehow?

From: Thiel, Sandra
Sent: Thursday, November 19, 2015 10:14 AM
To: Grimm, Angie
Subject: RE: Transfer 80123

Thanks for the quick response. I'm still trying to figure out exactly what they plan to do. Lori Graves from SPF submitted the rental application and I may need to get more information from her. It is a bit complicated. The Bachmans (renter) are leasing land from the Department of Lands and from private individuals by the name Landis. The Landis have a water right that covers part of their land. There isn't a water right on the DOL land. I'm going to request some form of overlap analysis for the existing water rights, the transfer and the rental. I just thought I would check on the transfer first. I'll keep you posted.

From: Grimm, Angie
Sent: Thursday, November 19, 2015 9:54 AM
To: Thiel, Sandra
Subject: RE: Transfer 80123

Good morning Sandra! Good to hear from you =) Transfer No. 80123 has been assigned, but not yet advertised. It's in the very initial stages as it's been assigned to staff we are training to begin processing transfers this morning! What is the nature of the overlap? Perhaps I can get with the agent assigned and we can call you to discuss this?

Angie

From: Thiel, Sandra
Sent: Thursday, November 19, 2015 9:45 AM
To: Grimm, Angie
Subject: Transfer 80123

Good morning, I have a water supply bank rental application that will partially overlap transfer 80123. Can you tell me the status of that transfer?

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov



SPF WATER
ENGINEERING

RECEIVED

May 19, 2015

MAY 21 2015

WATER RESOURCES
WESTERN REGION

Angie Grimm
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Applications for Transfer (2)

Dear Angie,

Enclosed are two transfer applications for neighboring properties; one for Frank and Cindy Bachman and the other for Melody and Tim Landis. Both properties share a common pump station on the Snake River and are farmed by Bachman. A Quit Claim deed from Idaho Power is being finalized this week and will be included as Attachment 6 to the Landis application upon receipt.

Check No. 9026 for \$900 is enclosed for the filing fees associated with the Landis application and check No. 9027 for \$660 is enclosed for the Bachman application. Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

Lori Graves
Water Rights Specialist

Cc: Lynn Bachman

Enclosures

SPF file number: 1152.0010