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DEC 09

2015

STATE OF IDAHO

Transfer No. 80557

DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) JAMES L. WELLS**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 #1-9.

- ☐ ☒ #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 transfer 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).
- ☐ ☒ #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 <http://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.
- ☐ ☒ #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.)
- ☐ ☒ #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 Other. Please describe: _____

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant JAMES L. WELLS Phone (208)308-1950
 Mailing Address 790 E 3800 N. BUHL ID 83316 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

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

☐ No Representative

Name of Representative _____ Phone _____
 Mailing Address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

James L. Wells James L. Wells 12/8/15
 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.	Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
47-2307	No	No	No	Yes	No	No	No
47-7349	No	No	No	Yes	No	No	No

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

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**

Irrigation system is being modified, so POU needs updating.

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

1. Detailed Water Right Description(s) Attached labeled Part 1.

Summary of Water Rights After the Approved Change

Transferred Right (All or Part)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	Original Right (Remaining Portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
47-2307	1.620 cfs	410.7 af	101.0	194.0		N/A	N/A	N/A	N/A
47-7349	1.620 cfs	372.0 af	93.0	194.0		N/A	N/A	N/A	N/A

**COMBINED
TOTALS**

1.620 cfs	782.7 af	194.0	194.0	N/A	N/A	N/A	N/A
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2. Total amount of water proposed to be transferred or changed 1.62 cubic feet per second and/or _____ acre-feet per annum

3. Points(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ As shown in Part 1.
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

4. Place of Use:

- ☐ No changes to place of use are proposed. (Proceed to #5.)
- ☒ As shown in Part 1.
- ☐ See Attachment.

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Transfer Right After Requested Changes

Proposed Water Right No. 47-2307

Current Water Right Owner
 JAMES L WELLS
 790 E 3800 N
 BUHL, ID 83316

Priority Date: 6/10/1957

Origin: Water Right

Basis: Decreed

Status Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15	11/15	1.620 CFS	404.0 AFA	
STOCKWATER	01/01	12/31	0.120 CFS	6.7 AFA	
Total Diversion			1.620 CFS	410.7 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENWSE Sec. 14 Twp 10S Rge 13E TWIN FALLS County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	13							1.3			30.1							31.4
10S	13E	14	5.1	5.2	37.2	36.2									29.1	19.1	1.7	29.0	162.6

Right Acre Limit: 101.0

POU Total Acres: 194.0

Place of Use: STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	14			X	X									X	X	X	X	

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Transfer Right After Requested Changes

Proposed Water Right No. 47-7349

Current Water Right Owner
 JAMES L WELLS
 790 E 3800 N
 BUHL, ID 83316

Priority Date: 8/30/1976

Origin: Water Right

Basis: Decreed

Status Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	10/31	1.620 CFS	372.0 AFA	
Total Diversion			1.620 CFS	372.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENWSE Sec. 14 Twp 10S Rge 13E TWIN FALLS County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	13							1.3			30.1							31.4
10S	13E	14	5.1	5.2	37.2	36.2									29.1	19.1	1.7	29.0	162.6

Right Acre Limit: 93.0

POU Total Acres: 194.0

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
A measuring device is already in place.

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

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

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
No, ☐ 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: Northwest Farm Credit Services

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. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
They will no longer be irrigated.

- e. Describe the use of any other water right(s) for the same purpose or land, or same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
NA

- f. 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. 47-2307

Current Water Right Owner JAMES L WELLS
 790 E 3800 N
 BUHL, ID 83316

Priority Date: 6/10/1957

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15	11/15	1.620 CFS	404.0 AFA	
STOCKWATER	01/01	12/31	0.120 CFS	6.7 AFA	
Total Diversion			1.620 CFS	410.7 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENWSE Sec. 14 Twp 10S Rge 13E TWIN FALLS County

Place of Use: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	14				21.0									40.0			40.0	101.0

POU Total Acres: 101.0

Place of Use: STOCKWATER

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	14				X									X			X	0.0

Conditions/Remarks:

1. USE OF THIS RIGHT AND 47-11691 IS LIMITED TO STOCKWATER FOR 750 RANGE CATTLE.
2. Use of this right with Right No.47-7349 is limited to a total combined diversion rate of 1.62 cfs.
3. 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.
4. STOCKWATER FOR 500 HEAD RANGE CATTLE.

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

Current Water Right No. 47-7349

Current Water Right Owner
JAMES L WELLS
790 E 3800 N
BUHL, ID 83316

Priority Date: 8/30/1976

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	10/31	1.620 CFS	372.0 AFA	
Total Diversion			1.620 CFS	372.0 AFA	

Source and Point(s) of Diversion:
GROUND WATER SENWSE Sec. 14 Twp 10S Rge 13E TWIN FALLS County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	13E	14		12.0	33.0	19.0										29.0			93.0

POU Total Acres: 93.0

Conditions/Remarks:

1. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 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. 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. Use of this right with Right No. 47-2307 is limited to a total combined diversion rate of 1.62 cfs.

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

☒ 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.

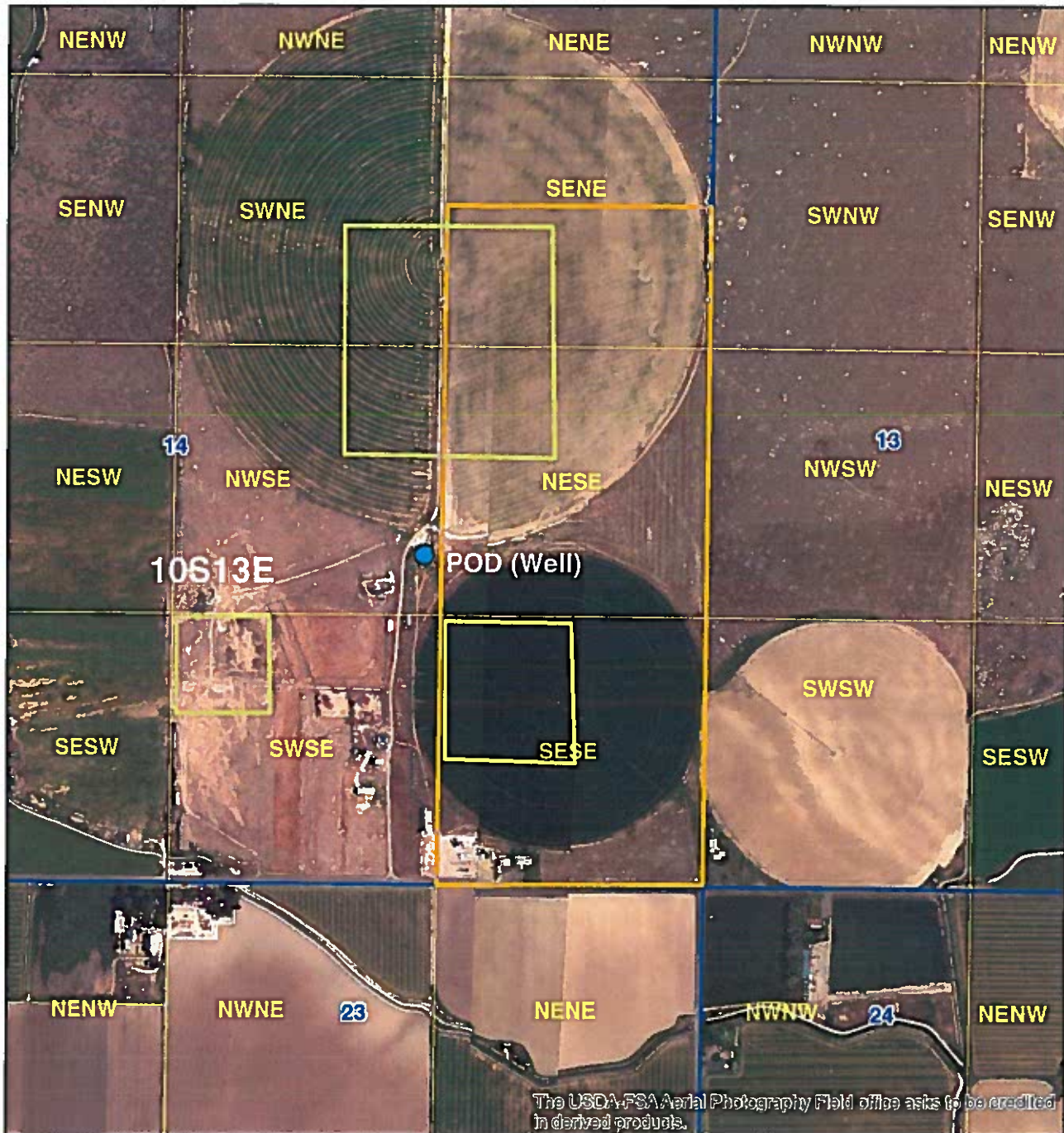
☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of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

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

[The page contains horizontal lines for writing.]

Received By JB Date 12-9-2015 Prelim. Check By _____ Date _____
 Fee Paid \$580- Date 12-9-2015 Received By DM Receipt # S035141
 Add'l Fee Paid _____ Date _____ Received By _____ Receipt # _____

James Wells Transfer - 80557



47-2307 - Stockwater - Change in Place of Use

Legend

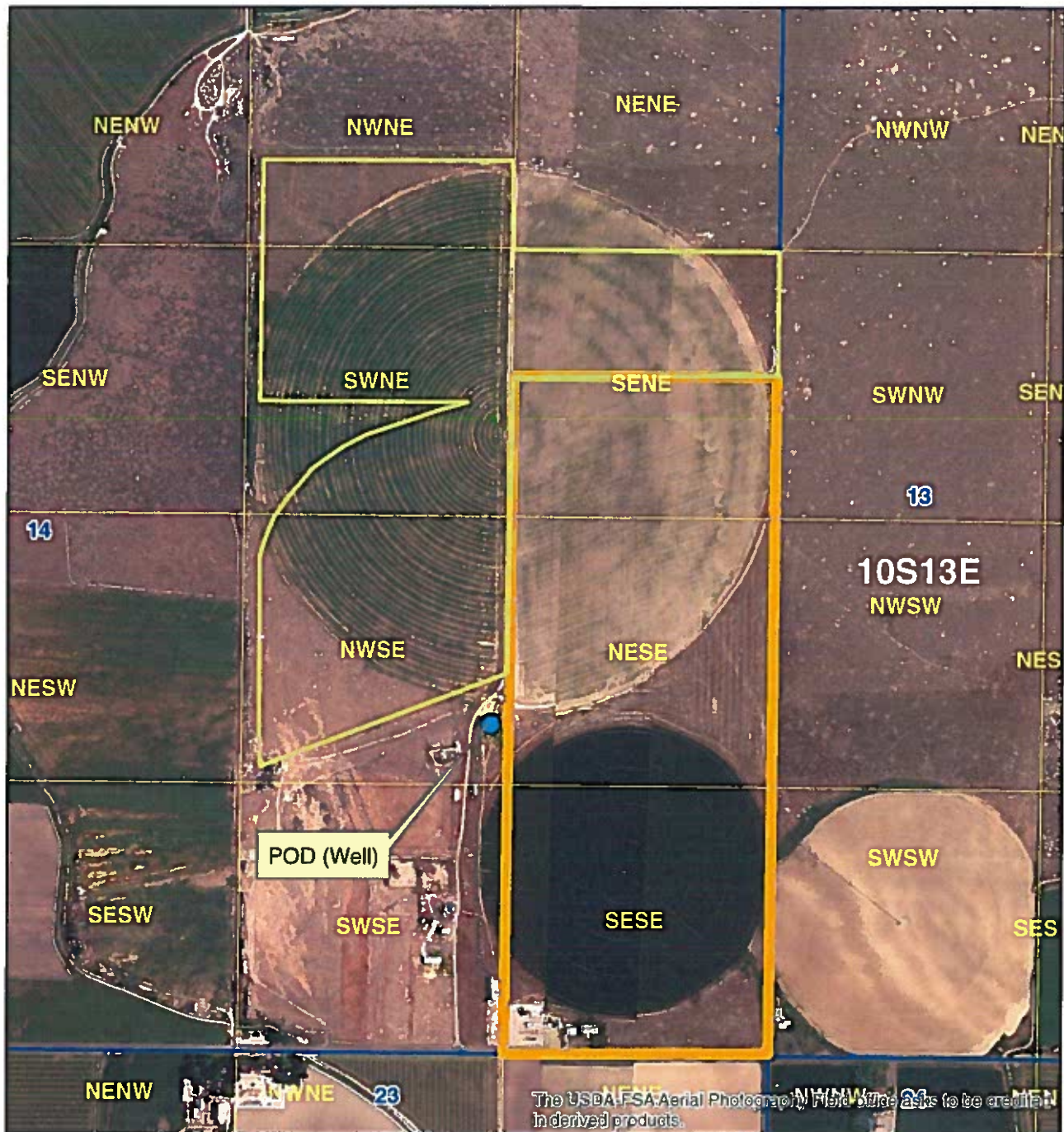
- Township/Range
- Sections
- QQ
- Current Place of Use
- Proposed Place of Use



0 0.05 0.1 0.2 Miles

TRANSFER 80557

James Wells Transfer - 80557



47-2307 and 47-7349 - Irrigation - Change in Place of Use

Legend

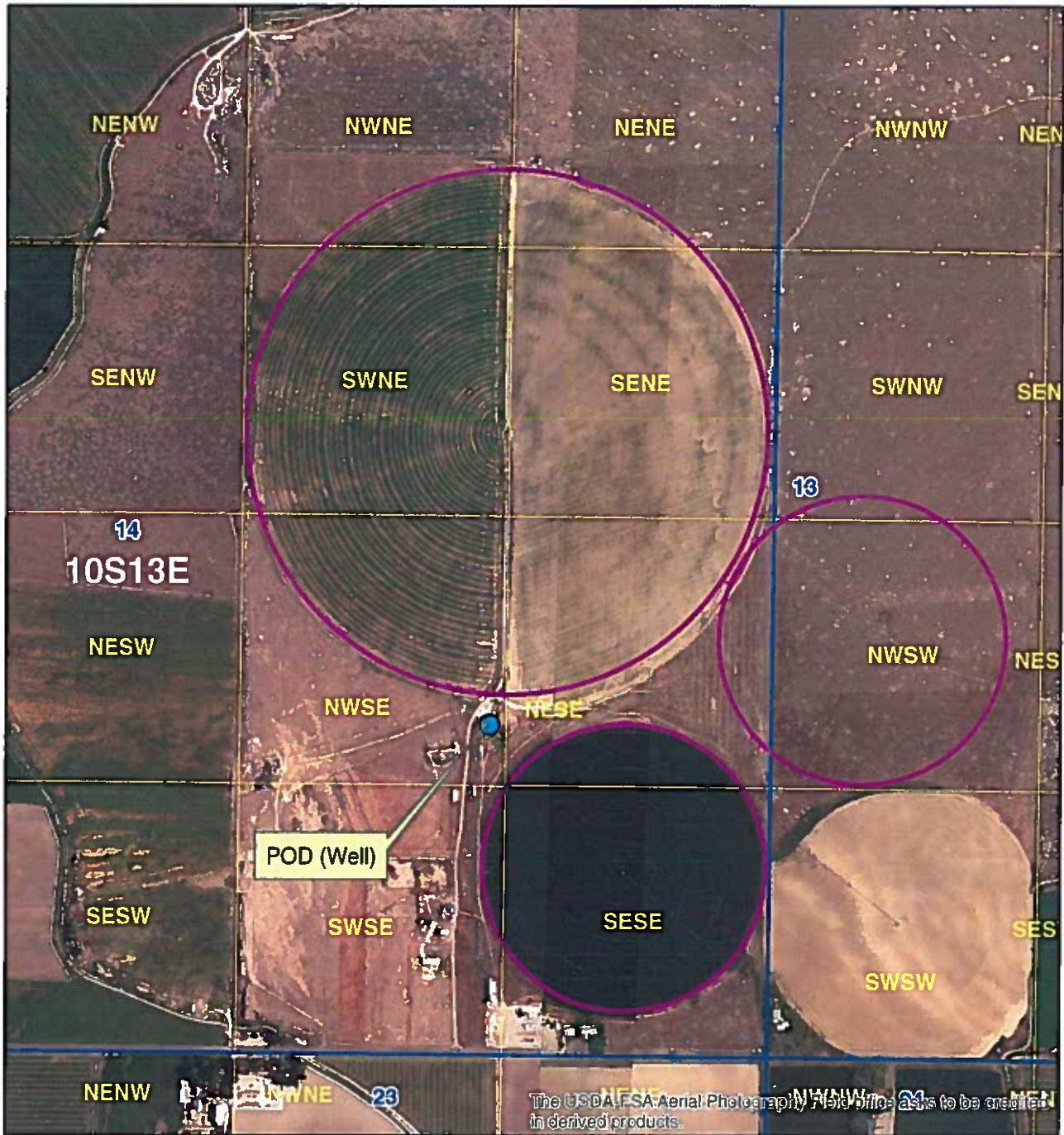
- Township/Range
- Sections
- QQ
- Current Place of Use - 47-2307 Irrigation
- Current Place of Use - 47-7349 Irrigation



0 0.05 0.1 0.2 Miles

TRANSFER 80557

James Wells Transfer - 80557



47-2307 and 47-7349 - Irrigation - Change in Place of Use

Legend

- Township/Range
- Sections
- QQ
- Proposed Place of Use - 47-2307 and 47-7349 Irrigation



0 0.05 0.1 0.2 Miles

TRANSFER 80557

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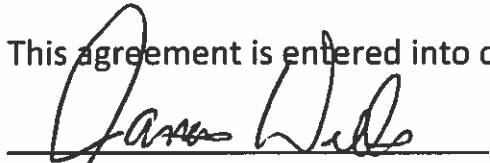
DEPT OF WATER RESOURCES
SOUTHERN REGION

WATER SHARING AGREEMENT

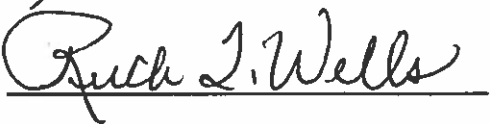
James and Ruth Wells agree to allow James Wells, owner of water rights No. 47-7349 and 47-2307, to use these water rights on their adjacent property in section 13, T10S, R13E, in Twin Falls County, Idaho.

James and Ruth Wells, agree to use the above stated water rights on the SW ¼ of Section 13 in T10S, R13E, in Twin Falls County, Idaho. This adjacent property is owned by James and Ruth Wells. The parties to this agreement acknowledge that the above stated water rights will remain the property of James Wells.

This agreement is entered into on December 9, 2015.



James Wells



Ruth Wells

RECORDING REQUESTED BY:
STEVEN D. PETERSON

AND WHEN RECORDED
MAIL TO:
Steven D. Peterson, P.C.
PO Box 5827
Twin Falls, ID 83303-5827

TWIN FALLS COUNTY

RECORDED FOR:
PETERSON, STEVEN D.
8:53:09 am 09-14-2010
2010-018350
NO. PAGES: 3 FEE: \$16.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BHUNTER

*Section 14
Property -
James Wells*

QUITCLAIM DEED

KNOW TO ALL MEN BY THESE PRESENTS THAT:

WELLS LIVESTOCK, INC., an Idaho corporation, hereinafter "Grantor" hereby convey, release, transfer, remise and forever Quit-claim all its right, title and interest in certain real property located in Twin Falls County, Idaho, unto JAMES L. WELLS, hereinafter "Grantee", whose address is 790 E 3800 N, Buhl, Id 83316, in and to said real property legally described as follows:

The East one-half of Section 14, Township 10 South, Range 13 EBM, excepting therefrom the following four described parcels, to wit:

Parcel 1 (aka Potucek Parcel):

That portion of the SW ¼ of the SE ¼, Sec. 14, Twp 10S, Range 13 EBM which lies south of the canal, approximately ½ acre.

Parcel 2 (aka Ruth T. Wells Parcel)

Township 10 South, Range 13 EBM, Twin Falls County, Idaho
Section 14: A parcel of land located in the SE ¼ SE ¼ and being more particularly described as follows:

Commencing at the Southeast Section corner of said Section;
Thence South 89°50'02" West, 795.75 feet along the Southerly boundary of said Section 14 to the TRUE POINT OF BEGINNING;
Thence continuing South 89°50'02" West, 208.71 feet;
Thence North 00°09'58" West 208.71 feet;
Thence North 89°50'02" East, 208.71 feet;
Thence South 00°09'58" East, 208.71 feet to the TRUE POINT OF BEGINNING.

Parcel 3 (aka Mary Kathryn Wells Parcel)

Parcel described on Exhibit "A" which is attached hereto and made a part hereof by reference as if set forth fully herein.

Parcel 4

N ½ NW ¼ NE ¼ and N ½ NE ¼ NE ¼, Section 14, Township 10
South Range 13 EBM

IN WITNESS WHEREOF, I have set my hand hereto this 8 day of September
2010.

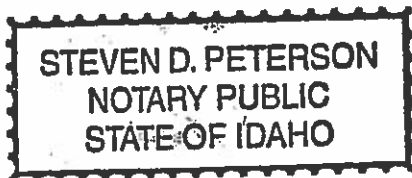
WELLS LIVESTOCK, INC.

By: 
George Wells, President

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 8th day of September, 2010, before me, a Notary Public in and for said county and state, personally appeared GEORGE WELLS as President of WELLS LIVESTOCK, INC., an Idaho corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said corporation.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, ID
My Commission Expires: 5-07-2012

Water Wells

A parcel of land located in a portion of the SW⁴SE⁴, Section 14, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of Section 14. Thence South 89°50'02" West 1457.07 feet along the South boundary of Section 14 to the REAL POINT OF BEGINNING.

Thence continuing South 89°50'02" West 661.04 feet along the South boundary of Section 14.

Thence North 00°00'21" West 1325.36 feet to a point on the North boundary of the SW⁴SE⁴ of Section 14.

Thence North 89°49'30" East 661.16 feet along the North boundary of the SW⁴SE⁴ of Section 14.

Thence South 00°00'02" East 1325.46 feet to the REAL POINT OF BEGINNING.

Containing approximately 20.11 acres.

Reserving a 25.00 foot wide non exclusive vehicular access easement being described by centerline as follows:

Commencing at the Southeast corner of Section 14, Township 10 South, Range 13 East, Boise Meridian, of Twin Falls County, Idaho. Thence South 89°50'02" West 1531.60 feet along the South boundary of Section 14 to the REAL POINT OF BEGINNING of the centerline of said 25.00 foot wide easement.

Thence North 02°06'33" West 490.00 feet

Thence North 02°04'24" East 130.26 feet

Thence North 10°42'44" East 56.81 feet

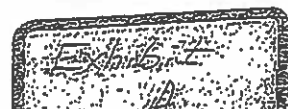
Thence North 02°07'12" East 80.42 feet

Thence North 03°12'42" West 178.32 feet

Thence North 07°56'49" East 191.34 feet

Thence North 02°26'19" East 136.44 feet

Thence North 05°33'12" East 65.97 feet to a point on the North boundary of the SW⁴SE⁴ of Section 14 and being the ending point of the centerline of said 25.00 foot wide easement.



Section 13
Property
James, Ruth

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:278994

FOR VALUE RECEIVED

Sunset Butte, LLC, an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

James L. Wells and Ruth T. Wells, husband and wife

whose current address is 790 E. 3800 N., Buhl, ID 83316

the grantee(s), the following described premises, in Twin Falls County, Idaho, TO WIT:

See Attached Exhibit "A"

Subject to Provisions in Agreement attached as Exhibit "B"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 19, 2015

Sunset Butte, LLC, an Idaho Limited Liability Company

Robin D. Wells - Member Vivian R. Wells, Member
Robin D. Wells, Member Vivian R. Wells, Member

State of ID) ss
County of Twin Falls)

On this 20 day of August, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Robin D. Wells and Vivian R. Wells known or identified to me to be the Managing Member in the Limited Liability Company known as Sunset Butte, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

Debbie Drake
Notary Public for the State of ID
Residing at: Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018



EXHIBIT "A"

278994

Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 12: A parcel of land located in the S½S½ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E¼) corner of Section 12 bears North 00°34'05" West 2649.91 feet;
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW¼SE¼ of Section 12 and being the TRUE POINT OF BEGINNING;
THENCE continuing South 89°32'18" West along the South boundary of the SE¼ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S¼) corner of Section 12;
THENCE continuing South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 993.86 feet;
THENCE North 00°34'20" West for a distance of 996.37 feet;
THENCE South 89°34'44" West for a distance of 1367.72 feet;
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW¼ of Section 12;
THENCE South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;
THENCE North 00°34'05" West along the West boundary of the SW¼ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW¼SW¼ of Section 12;
THENCE North 89°35'39" East along the North boundary of the S¼SW¼ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE¼SW¼ of Section 12;
THENCE continuing North 89°35'39" East along the North boundary of the SW¼SE¼ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW¼SE¼ of Section 12;
THENCE South 00°34'17" East along the East boundary of the SW¼SE¼ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E¼) corner of Section 13 bears South 00°33'48" East 2648.78 feet;
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W¼NE¼ of Section 13 and being the TRUE POINT OF BEGINNING;
THENCE South 00°34'43" East along the East boundary of the W¼NE¼ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W¼NE¼ of Section 13;

How W

THENCE South 89°30'41" West along the South boundary of the W½NE¼ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW¼ of Section 13;
THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N½SW¼ of Section 13;
THENCE South 89°29'45" West along the South boundary of the N½SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N½SW¼ of Section 13;
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2651.30 feet to the Northwest corner of Section 13;
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;
THENCE South 00°34'32" East for a distance of 331.38 feet;
THENCE North 89°32'53" East for a distance of 1386.00 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

ADW JW

EXHIBIT "B"

**FIRST ADDENDUM TO REAL ESTATE PURCHASE
AND SALE AGREEMENT**

This First Addendum to Real Estate Purchase and Sale Agreement is made and entered into effective this 20 day of August, 2015, by and between SUNSET BUTTE, LLC, an Idaho limited liability company, hereinafter referred to as "Sunset", and JAMES L. WELLS and RUTH T. WELLS, hereinafter referred to as "Wells".

WITNESSETH:

WHEREAS, Sunset owns certain parcels of real property located in Twin Falls County, Idaho. Each parcel is more particularly described in this Agreement; and,

WHEREAS, the Wells are purchasing a portion of Sunset's real estate in a transaction scheduled to close on or before August 21, 2015; and,

WHEREAS, the parties have entered into a Real Estate Purchase and Sale Agreement dated June 25, 2015 which calls for an easement across the parcel to be sold to the Wells in favor of real estate owned by Sunset, and which calls for a restrictive covenant to run with the land; and,

WHEREAS, the parties desire to further describe the easement and the restrictive covenant.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties do hereby agree to the reservation of a perpetual, nonexclusive access and utility easement, more particularly described below, for ingress, egress, vehicular travel and the construction, installation, use, replacement and maintenance of utilities and related equipment to service Sunset's real estate which is surrounded by the parcels being sold to Wells. The easement shall be located on, over, under and across a strip of land that is described in

Exhibit "C" attached hereto and incorporated herein by reference. The parties to this Agreement are as set forth below together with their respective successors in interest. This Agreement is subject to the terms and conditions as set forth below.

I. PARTIES.

The parties to this Agreement are as follows:

- A. Sunset Butte, LLC
3219 E 3600 N
Kimberly, ID 83341
- B. James L. Wells and Ruth T. Wells
790 E 3800 N
Buhl, ID 83316

II. PROPERTY BURDENED.

The Wells property burdened by this access and utility easement is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

III. PROPERTY BENEFITTED.

The Sunset property benefitted by this access and utility easement is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

IV. EASEMENT LEGAL DESCRIPTION.

The specific legal description of the portion of the Wells property subject to the easement is more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof. In addition to the easement reserved in Exhibit "C" for the benefit of and appurtenant to Sunset's real property, the parties acknowledge and confirm the existing easement described on Exhibit "D" attached hereto and by this reference made a part hereof. The easement described on Exhibit "D" is also a perpetual, nonexclusive easement for vehicular access for the benefit of and appurtenant to Sunset's real property described on Exhibit "B".

It is specifically understood by all parties that the actual location of the Exhibit "C" easement may slightly vary from time to time as farming practices and equipment change. Both parties acknowledge and consent to such temporary and minimal deviations from the specific legal description.

V. USE OF THE EASEMENTS.

A. Sunset shall have reasonable access to the Exhibit "C" Easement for the purpose of construction, repair, maintenance, operation, replacement or removal of utilities and related equipment for the benefit of their real property.

B. Sunset may use both easements for the purpose of ingress, egress, and access to their real property, including the use of vehicles and machines.

C. The Wells shall have the right to use and enjoy the surface of the land encumbered by the easements provided that such use does not interfere with the construction, repair, maintenance, operation, replacement or removal of the utilities or related equipment used by Sunset, and does not impede their ingress, egress, or access across the easement property.

D. Sunset may delegate the use of the easements to their agents, tenants, and subtenants for all of the purposes for which Sunset may use the easements.

VI. ATTORNEY'S FEES.

In the event of any suit or proceeding by either party herein and against the other party, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of a party, including the hiring of any attorney in the event of default, the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees or costs that may be incurred in any appellate proceeding.

VII. PERPETUAL EASEMENT.

The easements referenced in this Addendum are perpetual and shall be binding upon all of the parties hereto and their successors and assigns and shall be deemed to be a covenant running with the real property appurtenant to and for the express benefit of and for the express burden of each party's real property as described herein.

VIII. COVENANT TO NOT COMPETE.

It is expressly acknowledged and agreed to that the Wells property described in Exhibit "A" shall be and is subject to the following covenant: Wells covenants and agrees to not construct any radio antenna supporting structure, including without limitation, towers, poles, monopoles or buildings which contain or are used for the purpose of transmission or reception of radio signals on the purchased property. This covenant shall run with the land and shall bind Wells and their heirs, successors, and assigns of the property, in whole or in part, including without limitation any future owner of the property, in whole or in part.

IX. RECORDING.

This Addendum shall be recorded with the Warranty Deed conveying the real estate to Wells described in Exhibit "A". Once recorded, the easements and covenant contained in this Addendum shall be incorporated into and become a part of that Warranty Deed.

X. ATTORNEY DISCLOSURE

This Addendum was drafted by attorneys of the law firm of Stephan, Kvanvig, Stone & Trainor representing Sunset Butte, LLC as a convenience to the parties and as an accommodation to a pending transaction between Sunset Butte, LLC and Wells. Wells acknowledges that Stephan, Kvanvig, Stone & Trainor has not provided legal advice to Wells, and that Wells was encouraged to, and offered the opportunity to, consult legal counsel of their choosing relative to this agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this First
Addendum to Real Estate Purchase And Sale Agreement effective the 20 day August, 2015.

Sunset Butte, LLC,
an Idaho Limited Liability Company,

By: Vivian R Wells, Manager & Member
Vivian R Wells, Manager & Member

By: Robin D. Wells, Member
Robin D. Wells, Member

"Sunset"
James L. Wells
James L. Wells

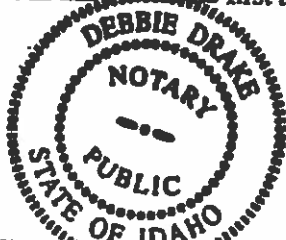
Ruth T. Wells
Ruth T. Wells

"Wells"

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 20 day of August, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared VIVIAN R WELLS as manager and member and ROBIN D. WELLS as member of Sunset Butte, LLC, an Idaho limited liability company, known or identified to me to be the persons that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said company.

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



FIRST ADDENDUM TO REAL ESTATE
PURCHASE AND SALE AGREEMENT - 3

Debbie Drake
Notary Public for Idaho
My Commission Expires on 04-13-2018
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018

August 20, 2015

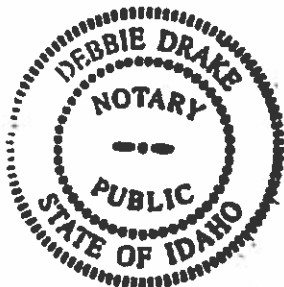
STATE OF IDAHO

COUNTY OF TWIN FALLS

)
: ss.
)

On this 20 day of August, 2015, before me the undersigned, a Notary Public for Idaho, personally appeared **JAMES L. WELLS and RUTH T. WELLS**, known or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within 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.




Notary Public for Idaho
My Commission Expires on 04-13-2018
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018

EXHIBIT "A"

Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A parcel of land located in the S $\frac{1}{2}$ S $\frac{1}{2}$ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E $\frac{1}{4}$) corner of Section 12 bears North 00°34'05" West 2649.91 feet;
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and being the TRUE POINT OF BEGINNING;
THENCE continuing South 89°32'18" West along the South boundary of the SE $\frac{1}{4}$ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S $\frac{1}{4}$) corner of Section 12;
THENCE continuing South 89°32'18" West along the South boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 993.86 feet;
THENCE North 00°34'20" West for a distance of 996.37 feet;
THENCE South 89°34'44" West for a distance of 1367.72 feet;
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW $\frac{1}{4}$ of Section 12;
THENCE South 89°32'18" West along the South boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;
THENCE North 00°34'05" West along the West boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12;
THENCE North 89°35'39" East along the North boundary of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12;
THENCE continuing North 89°35'39" East along the North boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12;
THENCE South 00°34'17" East along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E $\frac{1}{4}$) corner of Section 13 bears South 00°33'48" East 2648.78 feet;
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE $\frac{1}{4}$ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13 and being the TRUE POINT OF BEGINNING;
THENCE South 00°34'43" East along the East boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13;
THENCE South 89°30'41" West along the South boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW $\frac{1}{4}$ of Section 13;

THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N¼SW¼ of Section 13;
THENCE South 89°29'45" West along the South boundary of the N¼SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N¼SW¼ of Section 13;
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2631.30 feet to the Northwest corner of Section 13;
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;
THENCE South 00°34'32" East for a distance of 331.38 feet;
THENCE North 89°32'53" East for a distance of 1386.00 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 'B'

Parcel 1

A parcel of land located in the S1/2SW1/4 of Section 12 and N1/2NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH
RANGE 13 EAST**

SECTIONS 12 and 13: (42.022 ACRES)

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E1/4) corner of Section 12 bears North 00°34'05" West-2649.91 feet, THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 3644.16 feet to the TRUE POINT OF BEGINNING:

THENCE South 73°24'51" East for a distance of 68.35 feet;

THENCE South 08°00'00" West for a distance of 315.01 feet;

THENCE South 89°32'53" West for a distance of 1386.00 feet;

THENCE North 00°34'32" West for a distance of 331.38 feet to a point on the South boundary of the SW1/4 of Section 12;

THENCE continuing North 00°34'32" West for a distance of 997.34 feet;

THENCE North 89°34'44" East for a distance of 1367.72 feet;

THENCE South 00°34'20" East for a distance of 996.37 feet to the TRUE POINT OF BEGINNING.

Parcel 2

A parcel of land located in the NE1/4NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH
RANGE 13 EAST**

SECTIONS 13: (0.337 ACRES)

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E1/4) corner of Section 13 bears South 00°33'48" East-2648.78 feet, THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of Section 13 for a distance of 3610.26 feet, THENCE South 00°20'20" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING:

THENCE continuing South 00°20'20" East for a distance of 140.00 feet;

THENCE South 89°32'18" West parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet;

THENCE North 00°20'20" West for a distance of 140.00 feet;

THENCE North 89°32'18" East parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

Reserving unto the grantor an access and utility easement being encompassed by the following described boundary:

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Sections 12 and 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of Section 13;
THENCE South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 25.0 feet to a point on the West easement boundary of county road 900 East and being the TRUE POINT OF BEGINNING;
THENCE South 00°33'48" East along the West easement boundary of county road 900 East for a distance of 25.00 feet;
THENCE South 89°32'18" West parallel with and 25.0 feet South of the North boundary of the NE¼ of Section 13 for a distance of 1985.97 feet;
THENCE South 76°11'21" West for a distance of 41.38 feet;
THENCE South 70°03'40" West for a distance of 203.34 feet;
THENCE South 80°28'33" West for a distance of 71.04 feet;
THENCE North 89°21'40" West for a distance of 87.41 feet;
THENCE North 84°25'38" West for a distance of 214.97 feet;
THENCE North 77°39'49" West for a distance of 88.08 feet;
THENCE North 69°00'27" West for a distance of 86.28 feet;
THENCE North 79°33'18" West for a distance of 69.73 feet;
THENCE South 89°32'18" West parallel with the North boundary of the NW¼ of Section 13 for a distance of 676.54 feet;
THENCE South 07°54'12" West for a distance of 309.93 feet;
THENCE South 89°32'53" West for a distance of 54.66 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;

THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary of the NW¼ of Section 13;
THENCE North 00°34'20" West for a distance of 25.00 feet;
THENCE North 89°32'18" East parallel with the South boundary of Section 12 for a distance of 3619.16 feet to a point on the West easement boundary of the county road 900 East;
THENCE South 00°34'05" East along the West easement boundary of county road 900 East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 'D'

DESCRIPTION OF THE EASEMENT

A 20.00 foot wide vehicular access easement located in a portion of W 1/4, Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls, County, Idaho; being more particularly described as follows.

Commencing at the Northeast corner of said Section 13. Said point lies South 00-01'-41" East 5300.11 feet from the Northeast corner of Section 12, Township 10 South Range 13 East, B.M. Thence South 89-32'-18" West 9610.46 feet. Thence South 00-11'-18" West 56.47 feet to the REAL POINT OF BEGINNING of the centerline of said 20.00 foot wide easement.

Thence South 71-26'-10" East 47.42 feet, Thence South 8-53'-03" West 167.24 feet, Thence South 8-15'-18" West 180.49 feet, Thence South 9-12'-23" West 778.61 feet, Thence South 26-32'-42" West 37.18 feet, Thence South 83-22'-05" West 48.00 feet, Thence South 89-30'-34" West 76.50 feet, Thence South 75-50'-20" West 48.50 feet, Thence South 49-27'-31" West 45.59 feet, Thence South 19-56'-31" West 59.51 feet, Thence South 4-30'-20" West 48.63 feet, Thence South 0-16'-15" East 822.49 feet, Thence South 0-27'-18" West 244.18 feet, Thence South 0-03'-48" East 923.90 feet, Thence South 2-20'-51" East 193.96 feet, Thence South 0-14'-14" East 173.15 feet, Thence South 1-03'-02" West 145.25 feet, Thence South 2-27'-13" West 127.84 feet, Thence South 0-00'-25" East 319.61 feet, Thence South 0-25'-08" East 834.86 feet, Thence South 9-38'-33" West 39.18 feet, Thence South 37-07'-17" West 36.00 feet, Thence South 69-01'-28" West 25.25 feet, Thence South 74-54'-58" West 47.50 feet, Thence South 71-01'-51" West 22.93 feet, Thence South 14-10'-46" West 43.73 feet, To the centerline of the 3800 North County Road and being the ending point of the centerline of the 20.00 wide easement.



815 N College Rd
Twin Falls, ID 83301-3484
Voice: 208.732.1000 Fax: 208.732.1005

RECEIVED

DEC 14 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

December 11, 2015

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

Re: transfer #80557

To whom it may concern,

Northwest Farm Credit Services does have a security interest in real property and appurtenant water rights owned by James L. Wells and referenced in transfer #80557. We are aware of and support the transfer request. This will not impact our lien position or collateral in total.

If I can answer any questions or concerns, feel free to give me a call (208)732-1000.

Sincerely,

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

Bill Lickley
Relationship Manager/VP

Cc: James L. Wells

TRANSFER 80557

Here to Help You Grow

MEMORANDUM

Date: December 9, 2015
To: Transfer 80557, James Wells File
From: Jim Bitzenburg
Re: Evaluation of Sufficiency of Information Submitted

Application for transfer proposes to modify the place of use (POU) for ground water irrigation rights 47-2307 (1.62 cfs, 101.0 acres) and 47-7349 (1.62 cfs, 93.0 acres) to reflect changes in the irrigation system. The proposed place of use is located approximately 6.6 to 7.4 miles west and 2.2 to 3.0 miles south of the intersection of Broadway Avenue and Clear Lake Road in Buhl. Right 47-2307 has a stockwater component (0.12 cfs, 6.7 AF) and the transfer will also modify that POU, which is located generally in the same location as the irrigation POU.

The transfer should not be subject to public notice per the March 18, 2009 memo by Allen Merritt pertaining to advertising guidance.

- **Authority to File:**
The Department's database indicates that water rights 47-2307 and 47-7349 are owned by the applicant, James Wells. Application was signed by James Wells. Tax lot data shows James Wells to be the owner of the property in Section 14, where the water rights are located pre-transfer. Some of the rights will remain appurtenant there, and some will be located on adjacent property (in Section 13) owned by James Wells and Ruth Wells. A signed water sharing agreement between James Wells and James and Ruth Wells is contained within the transfer paperwork. Deeds to both properties are also in the transfer paperwork, as the tax lot layer in ArcMap has not been updated to reflect the Wells' ownership in Section 13.
- **Water Right Validity:**
Water right 47-2307 was decreed in March of 2010 and right 47-7349 was decreed in June of 2010, so forfeiture does not appear to be an issue.
- **Injury to Other Water Rights:**
None anticipated or foreseen.
- **Enlargement of Use:**
None anticipated. Irrigated acreage will remain the same.
- **Local Public Interest:**
No issues anticipated.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on the Economy of the Local Area:**
None Anticipated
- **Effect of the Agricultural Base of the Area:**
None Anticipated

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

MEMORANDUM

Date: December 9, 2015
To: Transfer 80557
From: James Bitzenburg
Re: Legal Notice Not Required

Legal Notice Not Required
12/9/2015

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.

This transfer should not be subject to public notice per the March 18, 2009 memo by Allen Merritt pertaining to advertising guidance. The change of POU is to contiguous land.

FEE MEMORANDUM

Date: December 9, 2015
To: Wells transfer #80557 file
From: Jim Bitzenburg
Re: Receipting of fees paid

This transfer intends to change the place of use for two ground water rights: 47-2307 (1.62 cfs, 101.0 acres) and 47-7349 (1.62 cfs, 93.0 acres). A POU will be formed with a total of the combined two rights, 194.0 acres, so more acres will be changed than are in either right, and therefore, the fee will be based on the combined diversion rate of 1.62 cfs, which equates to \$580.00. The \$580.00 fee was paid by Jim Wells, check #3918 on 12/09/2015, receipt #S035141.