

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

80201

MINIMUM REQUIREMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
JUN 26 2015

Department of Water Resources
Eastern Region

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

Name of Applicant(s) Idaho Water Company, LLC

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

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

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 26 2015

Department of Water Resources
Eastern RegionAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) Idaho Water Company, LLCPhone (208) 312-1135Mailing address 1135 Valley Road South Eden, ID 83325Email del@idahowatercompany.com

- ☐ 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 Jason C. Helms, P.E.Phone (208) 308-2109Mailing address 6755 N. Albert Lane Idaho Falls, ID 83401Email jasoncivil@alumni.nd.edu

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

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

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

Change the place of use for water rights 25-14287, 25-14301, 25-14304 & 25-14313. ESPA impacts maintained within 2 acre-ft per model trimester of historical impacts for all model reaches. See attachment #5 for details.

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 ☒ ☐	25-14287	0.02 / 3.8	irrigation	04/01 to 11/01	ground water
☒ ☐	25-14301	0.02 / 4.9	irrigation	04/01 to 11/01	ground water
☒ ☐	25-14304	0.02 / 4.2	irrigation	04/01 to 11/01	ground water
☒ ☐	25-14313	0.04 / 7	irrigation	04/01 to 11/01	ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.10 cfs and/or 19.9 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.10 cubic feet per second and/or 19.9 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 #
extg		SW	SW	SE	21	01N	38E	Bonneville	ground water	new well

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	
01N	38E	21															5.6		5.6
Total Acres (for irrigation use)																			5.6

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:

Flow measurement device will be installed if required by IDWR.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached agreement for purchase and sale of water right between Idaho Water Company, LLC and JR Hayes. Formal ownership change contemplated upon formal transfer approval.

- 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:

The land associated with the proposed transferred water rights has been developed and will no longer be irrigated at the existing place of use under this water right to balance the consumptive use at the new place of use.

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

No other water rights apart from exempt domestic uses which may not be formally licensed at this time.

- 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:

These water rights were decreed in 2005 and received extensions of time to avoid forfeiture through September, 2015. Additional protection may be required dependent upon transfer processing time and these rights may be placed temporarily into the water supply bank.

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

Current Water Right No.: 25-14287

Current Owner: M PATRICK DUFFIN
PATRICIA C DUFFIN

Priority Date: 8/10/1966

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.02 CFS	3.8 AF
	<u>Total Diversion</u>	0.02 CFS	3.8 AF

Location of Point(s) of Diversion

GROUND WATER
BONNEVILLE County

SE1/4NE1/4 Sec. 30, Twp 02N, Rge 39E B.M.

Place of Use

IRRIGATION Within BONNEVILLE County

T02N R39E S30 SENE 1.10

Total Acres: 1.1

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.

Decreed Date: 9/30/2005

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

Current Water Right No.: 25-14301

Current Owner: IDAHO WATER CO LLC

Priority Date: 7/27/1972

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.02 CFS	4.9 AF
	<u>Total Diversion</u>	0.02 CFS	4.9 AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4NE1/4 Sec. 30, Twp 02N, Rge 39E B.M.

BONNEVILLE County

Place of Use

IRRIGATION Within BONNEVILLE County

T02N R39E S30 SENE 1.30

Total Acres: 1.3

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.

Decreed Date: 9/30/2005

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

Current Water Right No.: 25-14304

Current Owner: CHYANNE RASMUSSEN
ALLEN RASMUSSEN

Priority Date: 8/10/1966

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.02 CFS	4.2 AF
	<u>Total Diversion</u>	0.02 CFS	4.2 AF

Location of Point(s) of Diversion

GROUND WATER
BONNEVILLE County
SE1/4NE1/4 Sec. 30, Twp 02N, Rge 39E B.M.

Place of Use

IRRIGATION Within BONNEVILLE County

T02N R39E S30 SENE 1.20
Total Acres: 1.2

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 9/30/2005

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

Current Water Right No.: 25-14313

Current Owner: KENNETH B NEIDER
MARGO Y NEIDER

Priority Date: 8/10/1966

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.04 CFS	7 AF
	<u>Total Diversion</u>	0.04 CFS	7 AF

Location of Point(s) of Diversion

GROUND WATER
BONNEVILLE County
SE1/4NE1/4 Sec. 30, Twp 02N, Rge 39E B.M.

Place of Use

IRRIGATION Within BONNEVILLE County

T02N R39E S30 SENE 2.00
Total Acres: 2

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 9/30/2005

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

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

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

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

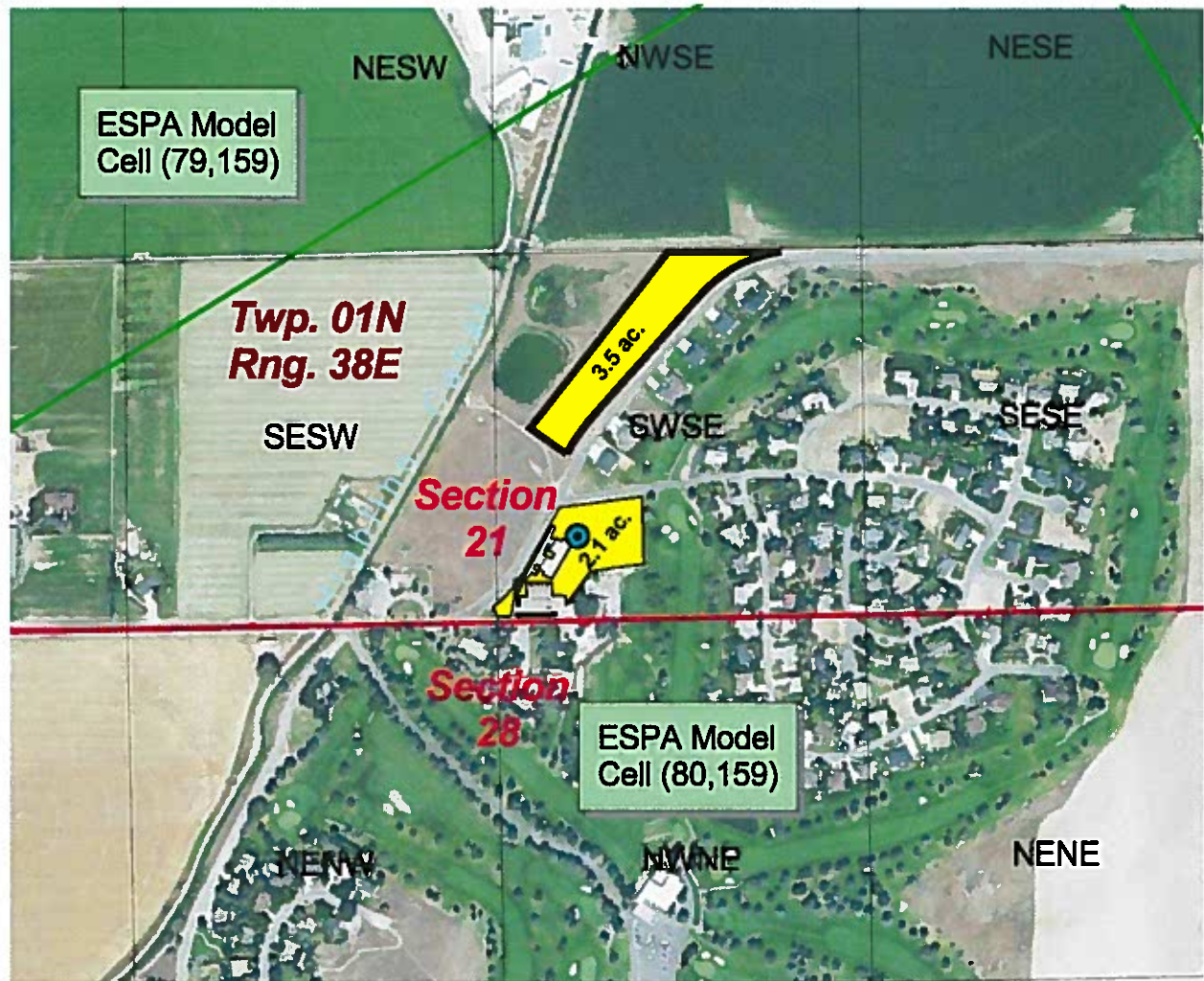
Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid 200- Date 6/26/15 Received by SC Receipt # ED41202

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)

APPLICATION FOR TRANSFER OF WATER RIGHT



JCH - 6/23/2015

2013 NAIP Aerial Photo

0.25 0 0.25 Miles

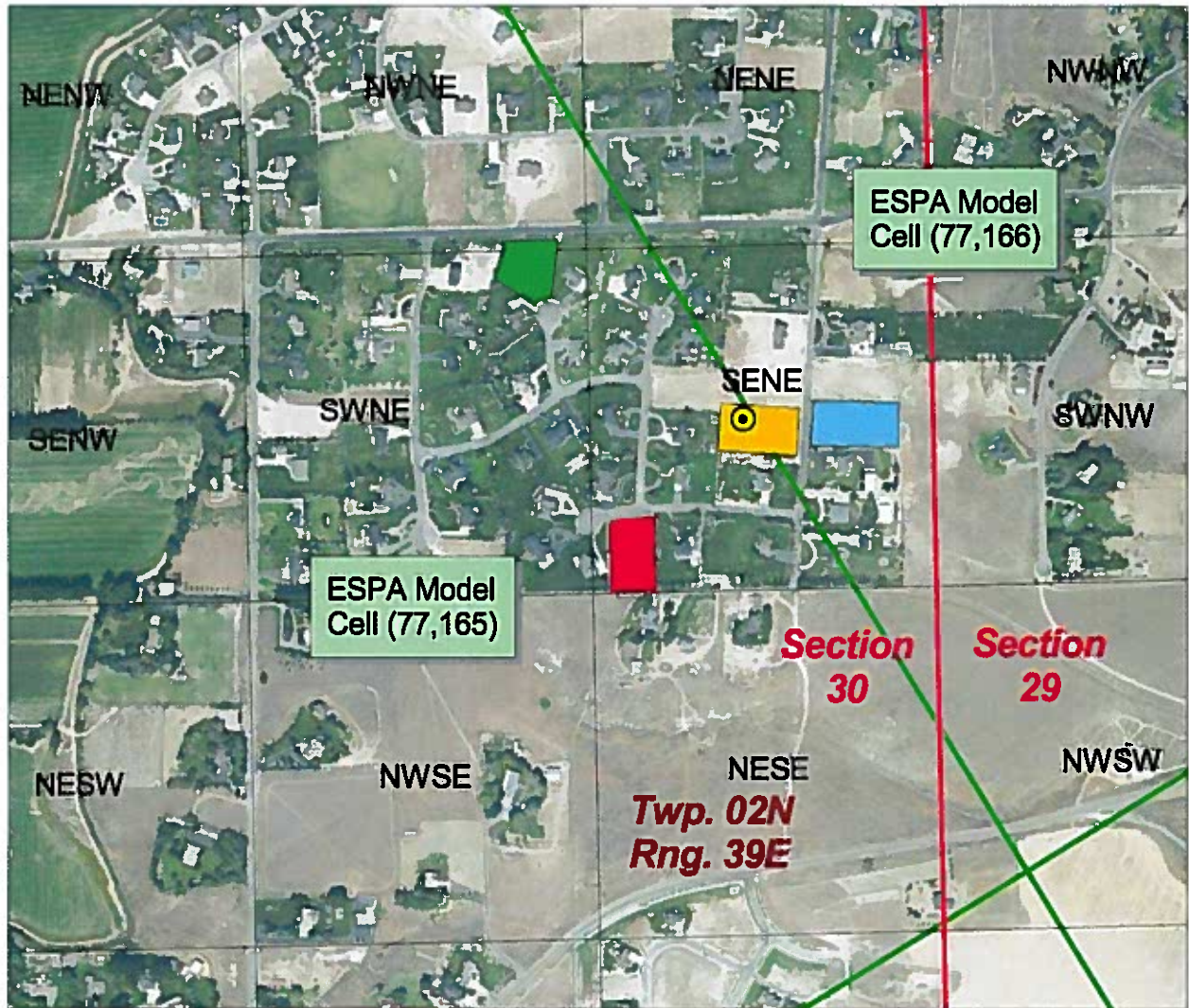
-  Proposed Point of Diversion
-  Proposed Irrigation Place of Use (5.6 Total ac.)
-  Groth Parcel Place of Use (3.5 ac.)
-  Townships
-  Sections
-  40's



ATTACHMENT #7a

80201

APPLICATION FOR TRANSFER OF WATER RIGHT



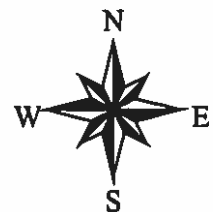
JCH - 6/23/2015

2013 NAIP Aerial Photo

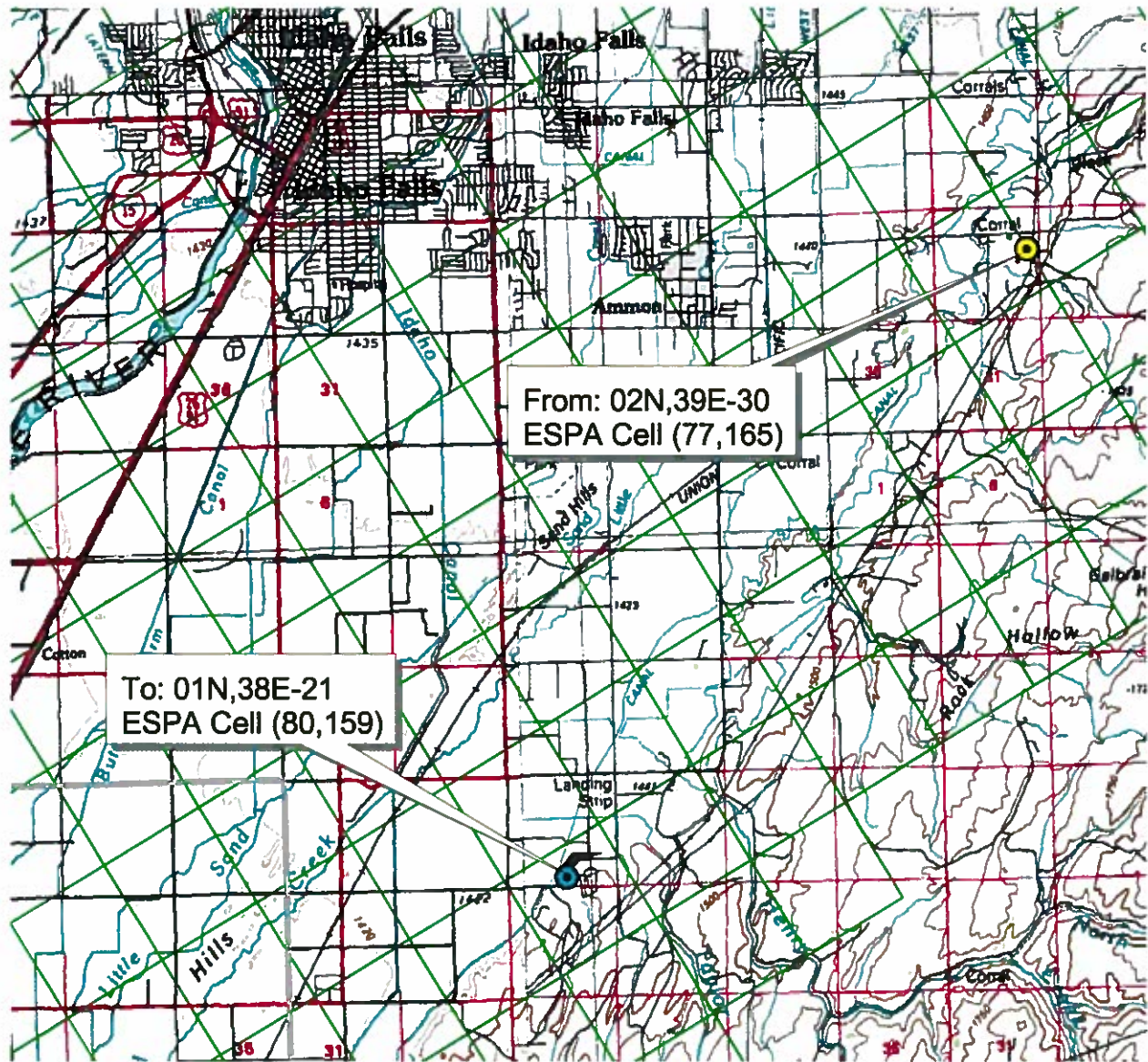


Existing Authorized Diversion Location

- Dry up 25-14287: 1.1 Ac.
- Dry up 25-14301: 1.3 Ac.
- Dry up 25-14304: 1.2 Ac.
- Dry up 25-14313: 2.0 Ac.
- Townships
- Sections
- 40's



ATTACHMENT #7b



JCH - 6/23/2015

USGS 1:100k Topographic Map



- Existing Point of Diversion (25-14287, 14301, 14304, 14313)
- Proposed Point of Diversion (0.10 cfs, 19.9 afa, 5.6 ac)
- ESPA Model Grid

ATTACHMENT #5a

80201

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are
set up for user entries



ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:
25-14287 et al.

YEAR: 1966
SEASON: SPRING

TRANSFER NAME:
Idaho Water Co.

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	80	77		
COLUMN	159	165		

25-14287	8/10/1966	3.80
25-14301	8/10/1966	4.90
25-14304	8/10/1966	4.20
25-14313	8/10/1966	7.00

1N38E-21		2N39E-30		Total			
TO WELL		FROM1 WELL		FROM2 WELL		FROM3 WELL	
TRIMESTER OF ACTIVITY	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1966	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1966	0.00	6.63	6.63	0.00	0.00	0.00	0.00
WIN 1966	0.00	6.63	6.63	0.00	0.00	0.00	0.00
SPR 1967	0.00	6.63	6.63	0.00	0.00	0.00	0.00
SPR 2005	0.00	6.63	6.63	0.00	0.00	0.00	0.00
SUM 2005	0.00	6.63	6.63	0.00	0.00	0.00	0.00
WIN 2005	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2006	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2006	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2006	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2007	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2007	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2007	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2008	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2008	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2008	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2009	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2009	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2009	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2010	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2010	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2010	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2011	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2011	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2011	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2012	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2012	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2012	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2013	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2013	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2013	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2014	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2014	0.00	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2014	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2015	0.00	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2015	6.63	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2015	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2016	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2016	6.63	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2016	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2017	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2114	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2114	6.63	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2114	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SPR 2115	6.63	0.00	6.63	0.00	0.00	0.00	0.00
SUM 2115	6.63	0.00	6.63	0.00	0.00	0.00	0.00
WIN 2115	6.63	0.00	6.63	0.00	0.00	0.00	0.00

ESPA Ground Water Rights Transfer Spreadsheet Data Summr

TRANSFER NO: 25-14287 et al.
TRANSFER NAME: Idaho Water Co.

PREPARED BY: Jason C. Helms, P.E.
DATE: 6/23/2015
Transfer Tool Version Version 3.1

WATER RIGHTS INVOLVED:

Group 1 Transfer Rights		Group 2 Additional Mitigation Rights	
Right No.	Priority Date	Right No.	Priority Date
25-14287	8/10/1966		
25-14301	8/10/1966		
25-14304	8/10/1966		
25-14313	8/10/1966		

HISTORIC BENEFICIAL USE:

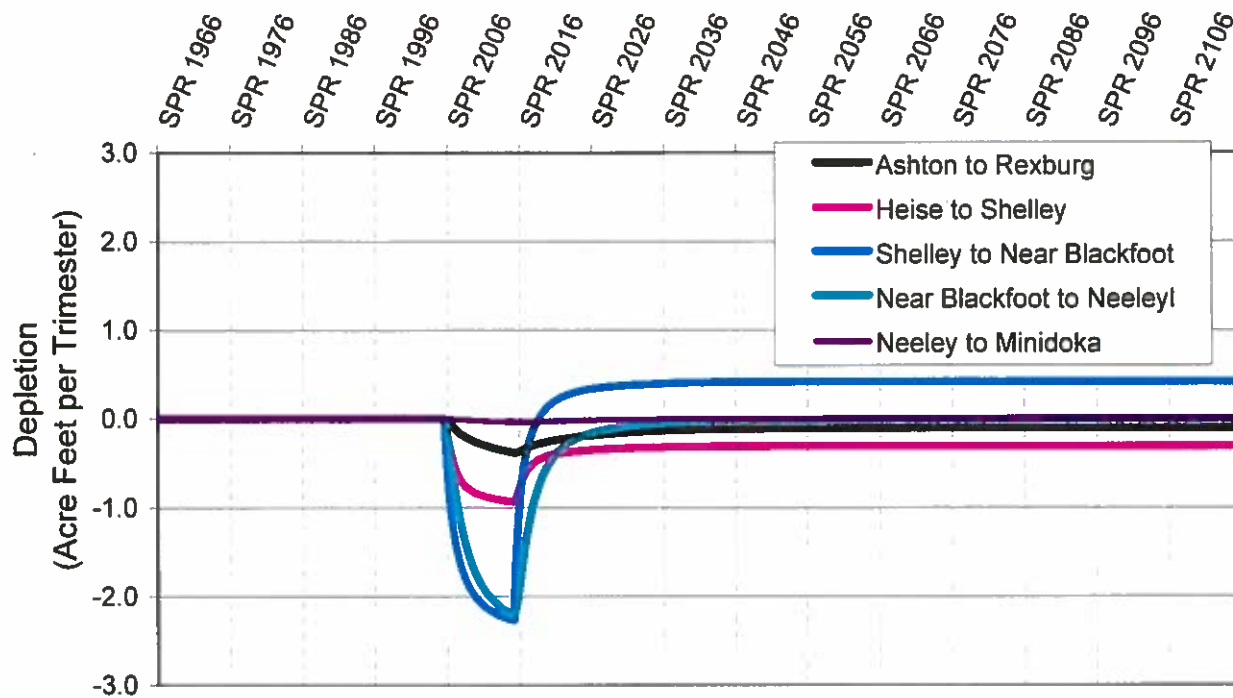
Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (afa/yr)	Total (af/yr)
25-14287	1.1	3.8	3.8
25-14301	1.3	4.9	4.9
25-14304	1.2	4.2	4.2
25-14313	2	7	7
total	5.6	19.9	19.9

MODEL CELL LOCATIONS:

	TO WELL	FROM1 W	FROM2 WE	FROM3 WELL
ROW	80	77	0	0
COLUMN	159	165	0	0

	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester af/trimester		
TO Well (Projected Use)	Spring Summer	1966 2015	Spring Winter	2015 2115	0.0 19.9	0.0 6.6	0.0 5.6	No use prior to transfer, 19.9 acre-ft per year after transfer approval spring 2015
FROM1 Well (With Transfer)	Spring Summer Winter	1966 1966 2005	Spring Summer Winter	1966 2005 2115	0.0 19.9 0.0	0.0 6.6 0.0	0.0 5.6 0.0	No use before priority. Historical use of all rights begins summer, 1966. Last use Sep, 2005 and no use following transfer approval in summer, 2015
FROM1 Well (Without Transfer)	Spring Summer	1966 1966	Spring Winter	1966 2115	0.0 19.9	0.0 6.6	0.0 5.6	No use before priority. Historical use of all rights begins summer, 1966. Authorized use continues without transfer.
FROM2 Well (With Transfer)								not used
FROM3 Well (With Transfer)								not used

Net Transfer Effect Above Milner
 (Total Effect With Transfer - Total Effect Without Transfer)

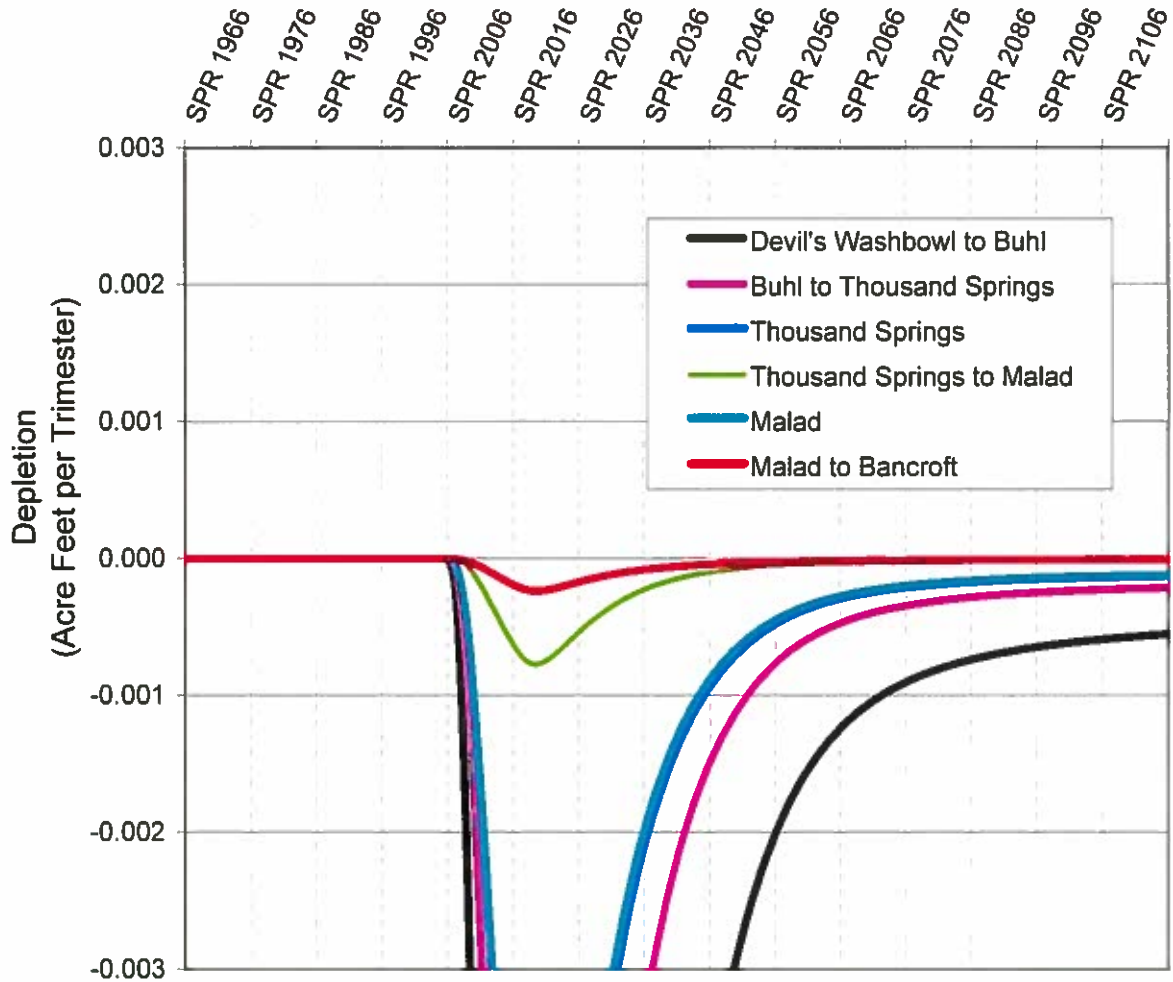


Customer Name: **Idaho Water Co.**

Transfer No: **25-14287 et al.**

6/23/2015
Version 3.1

Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



Customer Name: **Idaho Water Co.**

Transfer No: **25-14287 et al.**

~~February~~ MARCH 10, 2015

To: Idaho Department of Water Resources

From: Michael P. Groth and Jill Groth

Subject: Transfer of Water Rights for Idaho Water Company LLC and JR Hayes: Water Right
Nos. 25-14287, 25-14301, 25-14304, and 25-14313.

It is our understanding that JR Hayes is under contract to purchase the above-referenced water rights from Idaho Water Company LLC, which total .1 cfs for the irrigation of 5.6 acres. It is our understanding that JR would like to move the water rights to his property located near the Idaho Falls Country Club, but he needs another place to move the water rights to because he does not have enough acreage upon which to place the water rights. We hereby consent to JR and Idaho Water Company LLC placing up to 3.5 acres of the above water rights on our property located near his property depicted on the attached map. We understand that the water rights will not be owned by us and this consent does not transfer title of the water rights to us, but does allow JR a place to locate the water rights near the Idaho Falls Country Club where they may eventually be used. We also understand that this consent does not give JR a right to irrigate our property or use our property in any way. Any use of our property is subject to our permission and/or approval.



Michael P. Groth



Jill Groth

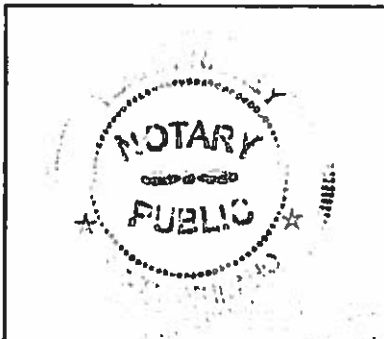
STATE OF IDAHO)

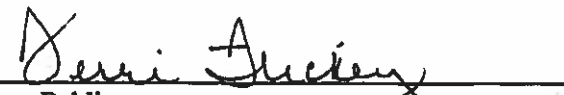
) ss.

COUNTY OF _____)

On this 10 day of ^{March 24.} ~~February~~, 2015, before me, a Notary Public for said County and State, personally appeared Michael P. Groth and Jill Groth, known or identified to me, to be the persons whose names are 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
Residing at Idaho Falls Id.
My commission expires 6-10-2015

IDAHO WATER COMPANY LLC
1135 Valley Rd. So.
Eden, Idaho 83325
Office 208-825-5617
Cell 312-1135

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 14th day of Dec 2014
by and between Marty and Michelle Hallam of 2329 S Foothill Rd Idaho Falls, Id
(hereinafter "Seller") and Idaho Water Co. LLC of 1135 Valley Rd. So., Eden, Id. 83325
hereinafter ("Buyer"). The Buyer, Del Kohtz discloses that he is a licensed real estate
agent acting herein as principal for his own account.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby
contract and agree to sell and convey to the Buyers and the Buyer does hereby agree
to buy from the Sellers Idaho Water Rights: #25-14301 and the water appurtenant
thereto, for per acre. There are 1.3 acres of water in this agreement. **No land
is included in this agreement.**

2. The total purchase price shall be The entire purchase
price shall be paid on the closing dates described in paragraph 4 below less
 down payment made at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and
subject to IDWR finding that the Water Right is valid and transferable. If the Water
Right is invalid or non-transferable, this Agreement shall become null and void. If the
Water Right is invalid or non-transferable the down payment shall be refunded.

4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for and Seller issues a Special Water Rights Deed to Buyer when payment is made by Buyer. **The Water Rights shall remain in the name of Seller until they are paid for.**

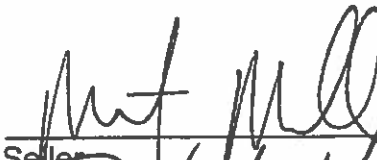
5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

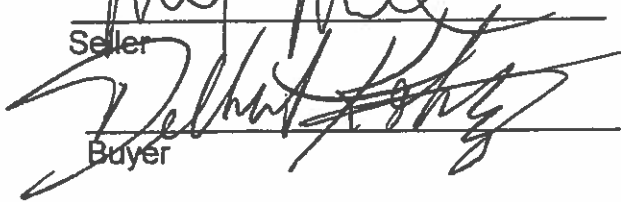
6. Seller understands Buyer is transferring the water to another property.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

8. By signing this contract Buyer gives permission for Sellers water right to be transferred to Buyers point of diversion,

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.



Seller


Buyer

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT -2

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT (the "Agreement") is made and entered to be effective as of May 30, 2019 (the "Effective Date") by and between Idaho Water Company, LLC, an Idaho Limited Liability Company, whose address is 1135 Valley Rd. So., Eden, Idaho, 83325 (hereinafter Buyer) and Allen Rasmussen whose address is 2342 So. Firehill Rd (hereinafter Seller) + Chyanne Rasmussen Idaho Falls, Id 83401

TERMS AND CONDITIONS

1. Seller does hereby contract and agree to sell and convey to Buyer, and Buyer does hereby agree to buy from Seller the following portion of Water Right No. 25-14304 and the water appurtenant thereto for \$ There are 1.24 acres of water in this agreement.

Acres: 1.24 (Described in Exhibit A)

The above portion of Water Right No.(s) all is hereinafter referred to as the "Water Right." It is understood and agreed that only the Water Right is to be purchased and conveyed, and that no land is to be purchased or conveyed pursuant to this Agreement.

2. A refundable option money payment of shall be paid to Seller within ten (10) business days after the Effective Date. The option payment is non-refundable, except as provided in paragraph 3. The remaining portion of the purchase price shall be paid to Seller on the closing date described in paragraph 5 below.

3. Buyer has forty-five (45) business days after the Effective Date (the "Feasibility Period") to inspect the Water Right and the property said Water Right is

appurtenant to, if necessary, to conduct, review and approve any investigation tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Water Right for Buyer's purpose (the "Feasibility Review"). Seller shall obtain permission from whomever necessary in order to allow Buyer to access the property the Water Right is presently appurtenant. If for any reason Buyer determines that the Water Right is not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Feasibility Period. If Buyer does not approve of the Water Right, Seller shall refund all of the down payment set forth in Paragraph 2 to Buyer. If Buyer does not either approve or disapprove of the Water Right during the Feasibility Review within the time specified, and the same continues for five (5) business days after Buyer's receipt of written notice from Seller, then the Feasibility Review will be deemed disapproved and this Agreement will be automatically terminated, in which case Seller shall refund all of the option payment set forth in Paragraph 2 to Buyer. If Buyer is satisfied with the condition and feasibility of the Water Right and approves of the Water Right during the Feasibility Review, the remaining balance of the purchase price shall be paid by Buyer to Seller at closing, which shall occur within 30 days after the transfer of the water right is approved.

4. Seller hereby agrees to sign this Agreement within ten (10) business days after Buyer signs this Agreement. If Seller does not sign the Agreement within the specified time period, Buyer may terminate this Agreement by providing written notice to Seller within twenty (20) business days after Buyer signs this Agreement.

5. The closing of this transaction shall take place at a place and time agreed to between the parties. At closing, Buyer shall pay to Seller the remaining portion of the purchase price specified in Paragraph 2, and Seller shall deliver to Buyer a special warranty deed for the Water Right in the form set out in Exhibit B.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

6.1 Authority. Seller is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

6.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms.

6.3 Title. Seller has fee title to the Water Right. Seller believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

6.4 Other Agreements. Seller shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. Seller shall not solicit any other offers for the portion of the Water Right in which Buyer and Seller are under contract to purchase.

6.5 No Litigation or Condemnation. There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect Seller's ability to meet its obligations with respect to this Agreement. Seller has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

6.6 Snake River Basin Adjudication. Seller has researched and reviewed the Water Right and warrants that claims for the Water Right have been filed in the Snake River Basin Adjudication (the "SRBA").

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

7.1 Authority. Buyer is a validly existing Utah Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

8. Attorney's Fees. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the nonprevailing party shall pay to the prevailing party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise. --

9. Each party agrees to pay its own attorney's fees incurred in connection with preparation of this Agreement.

10. Buyer intends to pursue and prepare a transfer application to change elements of the Water Right in order to allow Buyer to use the Water Right on the property Buyer specifies. Seller hereby agrees to cooperate with Buyer in preparing the transfer application.

11. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

12. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.

13. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

14. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

15. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLER:

^{120 3/24/14}
By: Allen Rasmussen Date 30 MAY 14
Its: Chyanne Rasmussen

BUYER:

Idaho Water Company LLC Date _____
By: [Signature]
Its: Managing Member

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT (the "Agreement") is made and entered to be effective as of May 30, 2014 (the "Effective Date") by and between Idaho Water Company, LLC, an Idaho Limited Liability Company, whose address is 1135 Valley Rd. So., Eden, Idaho, 83325 (hereinafter Buyer) and Margaret Neider whose address is 2387 Farmington Way (hereinafter Seller) + Kenneth Neider Idaho Falls, Id 83401

TERMS AND CONDITIONS

1. Seller does hereby contract and agree to sell and convey to Buyer, and Buyer does hereby agree to buy from Seller the following portion of Water Right No. 25-14313 and the water appurtenant thereto for /acre. There are 2 acres of water in this agreement.

Acres: 2 (Described in Exhibit A)

The above portion of Water Right No.(s) all is hereinafter referred to as the "Water Right." It is understood and agreed that only the Water Right is to be purchased and conveyed, and that no land is to be purchased or conveyed pursuant to this Agreement.

2. A refundable option money payment of \$200.00 shall be paid to Seller within ten (10) business days after the Effective Date. The option payment is non-refundable, except as provided in paragraph 3. The remaining portion of the purchase price shall be paid to Seller on the closing date described in paragraph 5 below.

3. Buyer has forty-five (45) business days after the Effective Date (the "Feasibility Period") to inspect the Water Right and the property said Water Right is

appurtenant to, if necessary, to conduct, review and approve any investigation tests, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Water Right for Buyer's purpose (the "Feasibility Review"). Seller shall obtain permission from whomever necessary in order to allow Buyer to access the property the Water Right is presently appurtenant. If for any reason Buyer determines that the Water Right is not in a suitable condition or not feasible for Buyer's purpose, Buyer may terminate this Agreement within the Feasibility Period. If Buyer does not approve of the Water Right, Seller shall refund all of the down payment set forth in Paragraph 2 to Buyer. If Buyer does not either approve or disapprove of the Water Right during the Feasibility Review within the time specified, and the same continues for five (5) business days after Buyer's receipt of written notice from Seller, then the Feasibility Review will be deemed disapproved and this Agreement will be automatically terminated, in which case Seller shall refund all of the option payment set forth in Paragraph 2 to Buyer. If Buyer is satisfied with the condition and feasibility of the Water Right and approves of the Water Right during the Feasibility Review, the remaining balance of the purchase price shall be paid by Buyer to Seller at closing, which shall occur within 30 days after the transfer of the water right is approved.

4. Seller hereby agrees to sign this Agreement within ten (10) business days after Buyer signs this Agreement. If Seller does not sign the Agreement within the specified time period, Buyer may terminate this Agreement by providing written notice to Seller within twenty (20) business days after Buyer signs this Agreement.

5. The closing of this transaction shall take place at a place and time agreed to between the parties. At closing, Buyer shall pay to Seller the remaining portion of the purchase price specified in Paragraph 2, and Seller shall deliver to Buyer a special warranty deed for the Water Right in the form set out in Exhibit B.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

6.1 Authority. Seller is a validly existing Idaho Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

6.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms.

6.3 Title. Seller has fee title to the Water Right. Seller believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

6.4 Other Agreements. Seller shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. Seller shall not solicit any other offers for the portion of the Water Right in which Buyer and Seller are under contract to purchase.

6.5 No Litigation or Condemnation. There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect Seller's ability to meet its obligations with respect to this Agreement. Seller has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

6.6 Snake River Basin Adjudication. Seller has researched and reviewed the Water Right and warrants that claims for the Water Right have been filed in the Snake River Basin Adjudication (the "SRBA").

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

7.1 Authority. Buyer is a validly existing Utah Limited Liability Company and has full power and authority to enter into this Agreement and complete the Transaction.

Option Agreement for Purchase and Sale of A Water Right - 3

7.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

8. Attorney's Fees. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the nonprevailing party shall pay to the prevailing party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the prevailing party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise. --

9. Each party agrees to pay its own attorney's fees incurred in connection with preparation of this Agreement.

10. Buyer intends to pursue and prepare a transfer application to change elements of the Water Right in order to allow Buyer to use the Water Right on the property Buyer specifies. Seller hereby agrees to cooperate with Buyer in preparing the transfer application.

11. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

12. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.

13. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.

14. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

15. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the dates set forth above.

SELLER:

Maran G. Heider Date 5-30-14
By: Kenneth B. Heider / by Margo Heider
Its: _____

BUYER:

Idaho Lakes Company LLC Date 5/30/14
By: Debbie Baker
Its: Managing Member



Instrument # 1474016
IDAHO FALLS, BONNEVILLE, IDAHO
2014-05-30 10:48:23 AM No. of Pages: 2
Recorded for: AMERITITLE - IDAHO FALLS
RONALD LONGMORE Fee: \$13.00
Ex-Officio Recorder Deputy DWoolf
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 12451AM

FOR VALUE RECEIVED

Mark Patrick Duffin and Patricia Call Duffin, husband and wife

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

Brent F Young and Kathleen Young, husband and wife

whose current address is:
6302 Sharptail Road
Ammon, ID 83406

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

Lot 19 in Block 5 of Quail Ridge Estates, Division No. 4 according to the official plat thereof, as recorded in the office of the County Recorder of Bonneville County, Idaho, under recorder's Instrument No. 1023139

*Together with any and all improvements, excepting any and all water and ditch rights outlined in Water Right No. 25-14287, Idaho Department of Water, easements, tenements, hereditaments and appurtenances there unto belonging or in anywise appertaining and any reversion, remainder, rents, issues, and profits thereof.

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.

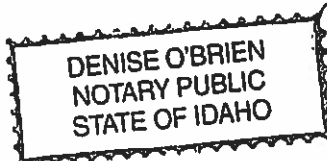
Dated: May 29, 2014

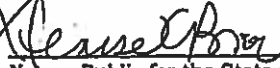

Mark Patrick Duffin

Patricia Call Duffin

State of IDAHO) ss
County of Bonneville)

On this 29 day of May, 2014, before me, Denise O'Brien, a Notary Public in and for said state, personally appeared MARK PATRICK DUFFIN, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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 the State of ID
Residing at: _____
Commission Expires: _____
Residing at Idaho Falls, Idaho
My Commission Expires: 2/27/2015

State of Idaho ss
County of Bonneville

On this 24 day of May, 2014, before me, the undersigned, a
Notary Public in and for said state, personally appeared Patricia Ann Duff, a
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within
Instrument and acknowledged to me that he/she/they executed 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.

[Signature]
Notary Public for the State of _____

Residing at: _____

Commission Expires: _____

Residing in Bonneville County
Commission Expires: 08-26-2016

AMBER GNEITING
NOTARY PUBLIC
STATE OF IDAHO

Re-recorded to add vesting

BONNEVILLE COUNTY RECORDER
1104527 FEB21'03 PM1028

1106715 1104527

FILE No. 00026736

INSTRUMENT NO.

BONNEVILLE COUNTY RECORDER
1106715 MAR12'03 PM1120

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED HILLPOINT PROPERTIES LLC, AN IDAHO LIMITED LIABILITY COMPANY Grantor(s), do hereby grant, bargain, sell and convey unto M. PATRICK DUFFIN and PATRICIA C. DUFFIN Grantee(s), whose current address is 3095 WIMBLEDON CIRCLE, IDAHO FALLS IDAHO 83406 the following described real estate situated in BONNEVILLE County, State of Idaho, to wit:

Lot 19, Block 5, Quail Ridge Estates, Division No. 4, to the County of Bonneville, State of Idaho, according to the plat recorded May 24, 2000, under Instrument No. 1023139.

INSTRUMENT NO.	1106715
DATE	3-12-03
INST. CODE	205
IMAGED PGS	1
FEE	3.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <u>UK Smith</u> Deputy Request of <u>FTT</u>	

TO HAVE AND TO HOLD the described premises, together with all tenements, hereditaments and appurtenances thereunto belonging, unto the Grantee, his/her/it successors and assigns forever, Grantor does hereby covenant to and with the Grantee that he/she is the owner in fee simple of said premises and that he/she will warrant and defend the same from all lawful claims whatsoever.

DATED: 02-20-03

HILLPOINT PROPERTIES LLC

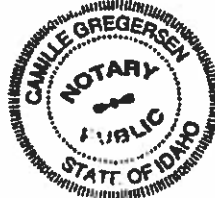
George Z. McDaniel
BY: GEORGE Z. MCDANIEL

STATE OF IDAHO

COUNTY OF BONNEVILLE

On this 20th day of February, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared George Z. McDaniel, known or identified to me to be the Managing Member of the Limited Liability Company that executed the within and foregoing instrument and acknowledged to me that such company 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.

Camille Gregersen
Notary Public
Residing at: Idaho Falls ID
My Commission Expires: 06-14-08



THIS SPACE FOR COUNTY RECORDERS USE ONLY

INSTRUMENT NO.	1104527
DATE	2-26-03
INST. CODE	205
IMAGED PGS	1
FEE	3.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <u>R. Long</u> Deputy Request of <u>FTT</u>	

IDAHO TITLE & TRUST
P.O. BOX 50367
IDAHO FALLS, ID 83405

Idaho Title & Trust
400 Memorial Drive, PO BOX 50367, Idaho Falls, ID 83402

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

TERMS AND CONDITIONS

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to IDWR finding that the Water Right is valid and transferable. If the Water Right is invalid or non-transferable, this Agreement shall become null and void. If the Water Right is invalid or non-transferable the down payment shall be refunded. Seller shall have a 30 day period to find another water right acceptable to buyer.

4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for and Seller issues a Special Water Rights Deed to Buyer when payment is made by Buyer. The Water Rights shall remain in the name of Seller until they are paid for. The remaining Water Rights shall remain the property of the Seller.

5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

6. Seller understands Buyer is transferring the water to another property.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

8. By signing this contract Buyer gives permission for a portion of Sellers water right to be transferred to Buyers point of diversion,

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.

Pamela L. Smith

Seller
Debra L. Smith

Buyer
For Idaho Water Company LLC

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT -2

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this 22nd day of October, 2014 (the "Effective Date"), by and between Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Road South, Eden, Idaho 83325 (hereinafter "Seller"), and J. Rodney Hayes (aka JR Hayes), an individual, whose address is 11366 S. Bellerive Dr., Idaho Falls, Idaho 83404 (hereinafter "Buyer"). Del Kohtz is a principal of Seller and hereby discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer. Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Buyer is an individual who desires to purchase water rights.

B. Seller currently has a legal option and right to purchase the following water rights (collectively, the "Water Rights"), which were all split off of Water Rights No. 25-2151, a water right which was decreed to Zee McDaniel on September 30, 2005 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho (a copy of the partial decree is attached as **Exhibit 1**):

Water Right No.	Diversion Rate (cfs)	Diversion Volume (AF)	Irrigated Acres
25-14287	.02	3.8	1.1
25-14301	.02	4.9	1.3
25-14304	.02	4.2	1.2
25-14313	.04	7	2.0
TOTALS	.1	19.9	5.6

C. The Water Rights are more fully described in the reports obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibits 2 through 5**.

D. Seller desires to sell and Buyer desires to buy the entirety of the Water Rights.

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

AGREEMENTS:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the Water Rights described in Recital B above.

2. Property Retained. Seller reserves and retains unto Seller all portions of any other Water Rights that may be appurtenant to the authorized place of use for the Water Rights other than the Water Rights. No land, easements, or other property interests, other than the Water Rights are included in this Agreement.

3. Purchase Price and Potential Downward Adjustment.

(a) Purchase Price. The purchase price for the Water Rights is (the "Purchase Price"), which is based on the following unit values per acre foot of authorized annual volume of water to be conveyed to Buyer:

Water Rights No.	Price per AF	AF Purchased	Total Price
25-14287		3.8	
25-14301		4.9	
25-14304		4.2	
25-14313		7	
TOTALS		19.9	

The Purchase Price, less the Earnest Money to be delivered to Seller as described in Paragraph 4 below, shall be payable to Seller at closing.

(b) Adjustment to Purchase Price and Total Amount of Water Rights to be Purchased Due to Transfer Conditions. Seller and Buyer acknowledge that the Purchase Price is based upon the unit values (set forth in paragraph 3(a)) per acre-foot of water authorized by the Transfer (described in paragraph 6 below) to be available for Buyer's intended use. If due to acknowledged uncertainties in the final ESPA model configurations or otherwise, the Department approves the Transfer (as described in paragraph 6 below) but with conditions limiting the total annual diversion volume for irrigation to less than proposed in the Transfer, and provided Buyer has waived the condition precedent described in paragraph 7 below, and elected to close on the purchase of the lesser quantity of the Water Rights approved under the Transfer,

then the Parties agree that the Purchase Price will be adjusted downward based on the reduced annual diversion volume (in units of acre-feet) that has been approved by the Transfer to Buyer's use for irrigation multiplied by the price per acre-foot unit value.

4. Earnest Money Deposit. Contemporaneously with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 33.3% of the Purchase Price, which is _____) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.

5. Closing.

(a) Closing Date. Closing on the Water Rights shall occur within thirty (30) days of the date of a final order of the Department approving the Application for Transfer to be filed by Buyer (pursuant to paragraph 6 herein), and after the contingencies described in paragraph 7 are met. The closing shall occur at the offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C., or at another location mutually agreed by the Parties.

(b) Documents to be Delivered at Closing. At closing, Buyer and Seller shall execute (with acknowledgements, as needed) and/or deliver all instruments, documents and the balance of the Purchase Price necessary to complete the purchase and sale in accordance with this Agreement. The documents Seller shall deliver to Buyer at closing include: (i) a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 6**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the Water Rights free and clear of encumbrances.

(c) Payment of Balance of Purchase Price. The Buyer shall deliver the balance of the Purchase Price to Seller at closing. The transaction shall be deemed closed once the Parties have exchanged and mutually delivered all instruments, documents and monies necessary to complete the purchase and sale of the Water Rights in accordance with this Agreement.

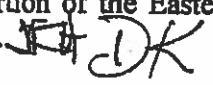
(d) Fees and Costs of Closing. The cost of recording the Deed shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

6. Use of Water Rights.

(a) Transfer Application to the Department. It is understood and agreed that within thirty (30) days after execution of this Agreement, Seller, on behalf of Buyer, shall file an application for transfer of a Water Rights under Idaho law ("Application for Transfer" or "Transfer") of the Water Rights with the Department. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. The Application for Transfer of the Water Rights shall identify location(s) designated by Buyer for diversion and use of the Water Rights.

(b) Transfer Costs. Seller shall be responsible for the costs to prepare the Transfer, including all consultant fees for preparation of the Transfer application and calculation

of mitigation, and Buyer shall be responsible for the costs of filing and prosecuting and defending the Transfer application, including all attorney fees, in the event the Transfer is protested and the subsequent administrative process associated with such protest(s) commences. Buyer and Seller shall use best efforts to obtain timely Transfer approval. Buyer authorizes Seller to make needed changes to the Transfer to facilitate the process of transferring the water, provided such changes made will not materially change the amount of money Buyer has to pay, or the amount of water Buyer receives, provided that Seller provides notice to the Buyer of such changes.

~~BUYER'S~~ 
(c) ~~Seller's right to any transfer or mitigation credits.~~ If the Transfer results in any river flow or mitigation credits recognized by the Department in any reach of the Snake River or any portion of the Eastern Snake Plain Aquifer, all such credits shall be retained by ~~Seller.~~ ~~BUYER.~~ 

7. Contingencies and Conditions Precedent.

(a) Satisfactory Transfer Approval Contingency. The Parties expressly acknowledge and agree that performance under this Agreement is fully contingent upon the approval of the Application for Transfer by the Department in a manner reasonably satisfactory to the Buyer, unless such contingency is waived by the Buyer. If this Agreement does not close because the Department does not approve the Application for Transfer in a manner reasonably satisfactory to Buyer, then of the Earnest Money shall be retained by Seller and the remaining Earnest Money--

--shall promptly be returned by Seller to Buyer. If the Application for Transfer is approved by the Department in a manner reasonably satisfactory to Buyer and Buyer fails to close hereunder (through no fault of Seller), Seller shall be entitled to retain one-half (1/2) of the Earnest Money deposit and shall promptly return the remaining one-half (1/2) to Buyer. In either such instance, Buyer shall be required to undertake, at Buyer's expense, actions that may be necessary with the Department to ensure that the Water Rights are in the same condition on the Department's records as they were prior to the execution of this Agreement. Upon such disposition of the Earnest Money and completion of such action to be taken by Buyer, the Parties shall be relieved of further obligation hereunder.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the closing as follows:

(a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Water Rights in fee

simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Rights on or before closing.

(b) Conveyance. Provided that the contingencies in Paragraph 7 are satisfied, Seller shall then convey the Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Rights records contained in Exhibits 2 through 5 and in the Transfer approved by the Department.

(c) Appurtenance. The Water Rights are appurtenant to and have been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use (i.e., placed in the Idaho water supply bank) consistent with Idaho law.

(d) Not Forfeited. The Water Rights have not been forfeited or abandoned in whole or in part.

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

10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the effective date of this Agreement and again as of the closing for the Water Rights, as follows:

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

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

11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing.

12. Miscellaneous.

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

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Seller

Del Kohtz
Idaho Water Company LLC
1135 Valley Road S
Eden, ID 83325
(208) 825-5617

Buyer

JR Hayes
11366 S. Bellerive Dr.
Idaho Falls, Idaho 83404
(208) 520-1163

Seller's Representative

Michael C. Creamer
Givens Pursley, LLP
601 W. Bannock Street
Boise, ID 83702
(208) 388-1200

Buyer's Representative

Robert L. Harris
Holden, Kidwell, Hahn & Crapo,
P.L.L.C.
1000 Riverwalk Dr., Ste. 200
Idaho Falls, ID 83405
(208) 523-0620

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

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

(e) Own Account. Seller discloses and Buyer acknowledges that Delbert G. Kohtz, Seller's managing member, is a licensed real estate agent acting herein as Seller's principal for his own account and is not representing or acting as an agent for Buyer.

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

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

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

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

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

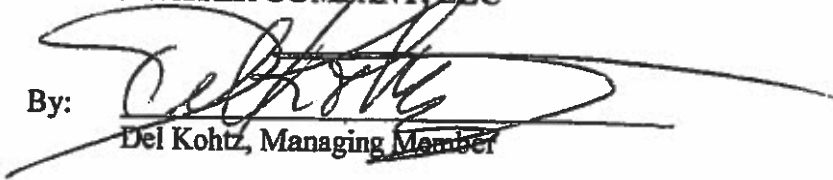
(k) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

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

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

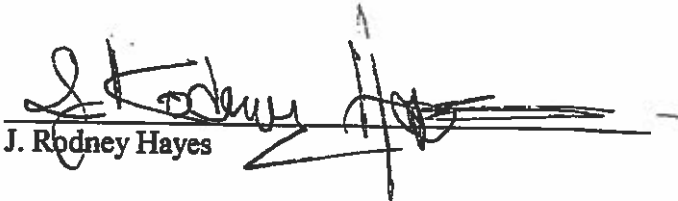
"SELLER"

IDAHO WATER COMPANY, LLC

By: 

Del Kohtz, Managing Member

"BUYER"


J. Rodney Hayes

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 25-02151

NAME AND ADDRESS: ZEE M MC DANIEL
1677 S FOOTHILL RD
IDAHO FALLS, ID 83401

SOURCE: GROUND WATER
QUANTITY: 2.36 CPS
413.00 AFY
PRIORITY DATE: 05/10/1966
POINT OF DIVERSION: T02N R39E S30 SEWE Within Bonneville County
PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 04-01 TO 11-01 2.36 CPS
413.00 AFY

PLACE OF USE: Irrigation Within Bonneville County
T02N R39E S19 SESE 19.0
S20 SWSW 1.5
S29 NWNW 1.9
S30 NENE 34.0 NWNE 3.0
SWNE 36.0 SESE 23.0
118.4 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Malanson
John M. Malanson
Presiding Judge of the
Snake River Basin Adjudication



PAGE 1
Sep-30-2005

SRBA PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 25-02151

80201

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/17/2014

WATER RIGHT NO. 25-14287

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	M PATRICK DUFFIN
Current Owner	PATRICIA C DUFFIN 6302 SHARPTAIL RD AMMON, ID 83401 (208)552-9805
Original Owner	ZEE M MC DANIEL 1677 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)522-9148

Priority Date: 08/10/1966

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.02 CFS	3.8 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENE|Sec. 30|Township 02N|Range 39E|BONNEVILLE County



80201

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	39E	30		SENE	1.1									

Total Acres: 1.1

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.

Dates:

Licensed Date:

Decreed Date: 09/30/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/17/2014

WATER RIGHT NO. 25-14301

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MARTY HALLAM
Current Owner	MICHELLE HALLAM 2329 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)552-1802
Original Owner	ZEE M MC DANIEL 1677 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)522-9148

Priority Date: 07/27/1972

Basis: Decreed

Status: Active

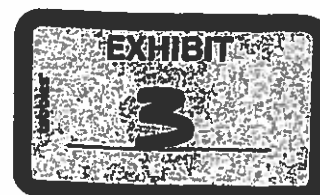
<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.02 CFS	4.9 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENE|Sec. 30|Township 02N|Range 39E|BONNEVILLE County

80201



Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	39E	30		SENE	1.3									

Total Acres: 1.3

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.

Dates:

Licensed Date:

Decreed Date: 09/30/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

80201

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/17/2014

WATER RIGHT NO. 25-14304

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ALLEN RASMUSSEN
Current Owner	CHYANNE RASMUSSEN 560 RANDY DR IDAHO FALLS, ID 83401 (208)313-2112
Original Owner	ZEE M MC DANIEL 1677 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)522-9148

Priority Date: 08/10/1966

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.02 CFS	4.2 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENE|Sec. 30|Township 02N|Range 39E|BONNEVILLE County



80201

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	39E	30		SENE	1.2									

Total Acres: 1.2

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 09/30/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

80201

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/17/2014

WATER RIGHT NO. 25-14313

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KENNETH B NEIDER
Current Owner	MARGO Y NEIDER 2387 PTARMIGAN WAY IDAHO FALLS, ID 83401 (208)529-8928
Original Owner	ZEE M MC DANIEL 1677 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)522-9148

Priority Date: 08/10/1966

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.04 CFS	7 AFA
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENE|Sec. 30|Township 02N|Range 39E|BONNEVILLE County

80201



Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	39E	30		SENE	2									

Total Acres: 2

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 09/30/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

80201

**Exhibit 6
FORM OF DEED**

Special Warranty Deed for Water Rights

Idaho Water Company LLC, an Idaho limited liability company whose address is 1135 Valley Road South, Eden, Idaho 83325, ("Grantor") does hereby grant, bargain, sell, assign, and convey unto **J. Rodney Hayes** (aka JR Hayes), an individual, whose address is 11366 S. Bellerive Dr., Idaho Falls, Idaho 83404 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in the Water Rights or portions thereof described in Exhibit A hereto (collectively the "Water Rights").

Grantor hereby covenants and warrants to Grantee as follows:

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

Grantor makes no other covenants or warranties as to the Water Rights.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 2014.

IDAHO WATER COMPANY, LLC

By: _____
Delbert G. Kohtz, Member

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2014, before me, a Notary Public for said County and State, personally appeared DELBERT G. KOHTZ, known or identified to me, to be one of the members of the limited liability company of IDAHO WATER COMPANY, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company 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.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

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EXHIBIT A
WATER RIGHTS DESCRIPTION
(to be completed based upon Transfer Approval)