

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 80116

JUN 04 2015

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

DEPT OF WATER RESOURCES

SOUTHERN REGION

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

Name of Applicant(s) PKD PROPERTIES LC; TLD PROPERTIES LLC

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

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

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☒ #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: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant PKD PROPERTIES LC Phone (208)436-1214

Mailing Address 1404 E 500 N, JACKSON ID 83350 Email _____

Name of Applicant TLD PROPERTIES LLC Phone _____

Mailing Address 1404 E 500 N, JACKSON ID 83350 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.

PKD Properties LC
by Paul H. Duncan
Signature of Applicant or Authorized Representative

Paul H. Duncan
Print Name and Title if applicable

6-2-15
Date

T.L.D Properties LLC by:
Taylor Duncan
Signature of Applicant or Authorized Representative

Taylor Duncan
Print Name and Title if applicable

6-2-15
Date

A. PURPOSE OF TRANSFER

1.	Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
	45-7182	No	No	Yes	Yes	No	No

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**

Application filed to move 317 acres of right 45-7182 from Section 7 (T12S, R 21E) to land located within the NE quarter of Section 19 (T12S, R 21E) and the NW quarter of Section 20 (T12S, R 21E) to facilitate a proposed land swap. The application will also add an existing well located within the SENENE of Section 19 (T12S, R 21E) as an authorized point of diversion.

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
45-7182	6,400 cfs	1280.0 af	N/A	320.0		N/A	N/A	N/A	N/A
COMBINED TOTALS	6,400 cfs	1,280.0 af	N/A	320.0		N/A	N/A	N/A	N/A

2. Total amount of water proposed to be transferred or changed 6.4 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. 45-7182

Current Water Right Owner

PKD PROPERTIES LC
 1404 E 500 N
 JACKSON, ID 83350

And

TLD PROPERTIES LLC
 1404 E 500 N
 JACKSON, ID 83350

Priority Date: 7/22/1974

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	3 /15	11/15	6.400 CFS	1280.0 AFA	
Total Diversion			6.400 CFS	1280.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER

SENENE

Sec. 19 Twp 12S Rge 21E CASSIA County

GROUND WATER

SWSWSE

Sec. 19 Twp 12S Rge 21E CASSIA 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	
12S	21E	19	40.0	39.0	39.0	40.0											3.0		161.0
12S	21E	20					39.0	40.0	40.0	40.0									159.0

POU Total Acres: 320.0

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

At sec. 19 SE NE NE Well pumps out into pipe headed South
then turns to both Pivots with main line tied in from line
coming from sec. 19 SW SW SE POD - This one is more
difficult to add measuring device. The first one not difficult.

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

At completion of Land Swap PKD + TLD will own property at
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
the point of diversion located SW SE NE, PKD + TLD already
own property at point of diversion located at sec. 19 SW SW SE

- 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: Rabo Agrifinance Inc. Mortgage

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:

None.

- 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:

- 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. 45-7182

Current Water Right Owner

PKD PROPERTIES LC
1404 E 500 N
JACKSON, ID 83350

And

TLD PROPERTIES LLC
1404 E 500 N
JACKSON, ID 83350

Priority Date: 7/22/1974

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	3 /15	11/15	6.400 CFS	1280.0 AFA	
Total Diversion			6.400 CFS	1280.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER

SWSWSE

Sec. 19 Twp 12S Rge 21E CASSIA 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	
12S	21E	7									40.0	38.5	38.5	40.0	40.0	40.0	40.0	40.0	317.0
												L 3	L 4						
12S	21E	19															3.0		3.0

POU Total Acres: 320.0

Conditions/Remarks:

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
2. Rights 45-7062, 45-7063, and 45-7182 when combined shall not exceed a total diversion rate of 11.19 cfs.
3. Rights 45-2608B , 45-14100, 45-14101, 45-7062, 45-7063, 45-7086B, 45-7179, 45-7182, 45-13543, and 45-13544 when combined shall not exceed a total diversion rate of 26.43 cfs.
4. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 140.
5. Prior to the diversion and use of water under Transfer approval 78750, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
6. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

Conditions/Remarks:

9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. 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.

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 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**.

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

1. 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.:

Transfer Contains 8 pages and attachments.
Received By P. SKINNER Date 6/4/2015 Prelim. Check By Date
Fee Paid \$980.00 Date 6/4/2015 Received By P. Skinner Receipt # 5034813
Add'l Fee Paid Date Received By Receipt #

Transfer # 80116 Map

2013 Aerial Photography



TRANSFER 80116



**Rabo
AgriFinance**

237 Canyon Crest Drive
Twin Falls, ID 83301

June 3, 2015

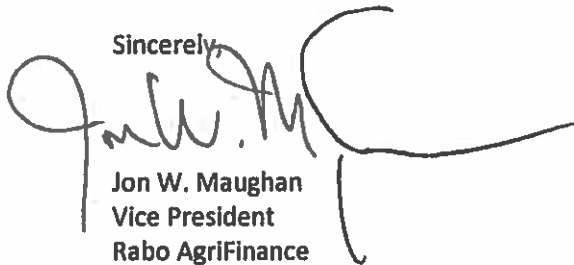
Paul Duncan
PKD Properties, LC and T.L.D. Properties, LLC
1404 East 500 North
Jackson, ID 83350

Re: Water right transfers #80116 and #80092

Dear Paul,

Rabo AgriFinance consents to the above referenced water right transfers, as described on the attached exhibit. Please let us know if you need anything further. Thank you.

Sincerely,

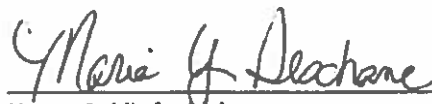


Jon W. Maughan
Vice President
Rabo AgriFinance

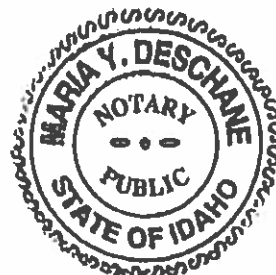
STATE OF IDAHO)
) ss.
County of Twin Falls)

On June 3, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon W. Maughan, known or identified to me to be the Vice President of Rabo AgriFinance, Inc., the corporation that executed the within and foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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 Twin Falls
My commission expires: 3-2-2021



TRANSFER 80116

Exhibit to Rabo AgriFinance Consent

Fed Agribusiness LLC hereby grants permission to PKD Properties LC and TLD Properties LLC to move water right 45-7182, owned by PKD Properties LC and TLD Properties LLC, to land owned by Fed Agribusiness LLC located within the Northeast ¼ of Section 19, Township 12 South, Range 21 East and the Northwest ¼ of Section 20, Township 12 South, Range 21 East as described by proposed water right transfer # 80116. Fed Agribusiness LLC also hereby acknowledges that after transferring water right 45-7182 to the Northeast ¼ of Section 19, Township 12 South, Range 21 East and the Northwest ¼ of Section 20, Township 12 South, Range 21 East as described by proposed water right transfer # 80116 that right 45-7182 will continue to be owned by PKD Properties LC and TLD Properties LLC

PKD Properties LC and TLD Properties LLC hereby grant permission to Fed Agribusiness LLC and Tugaw Ranches LLC to move water rights owned by Fed Agribusiness LLC and Tugaw Ranches LLC to land owned by PKD Properties LC and TLD Properties LLC located within the South ½ of Section 7, Township 12 South, Range 21 East as described by proposed water right transfer # 80092. PKD Properties LC and TLD Properties LLC also hereby acknowledge that any water rights moved to the South ½ of Section 7, Township 12 South, Range 21 East as described by proposed water right transfer # 80092 will continue to be owned by Fed Agribusiness LLC and Tugaw Ranches LLC.

No. W 9370	Due no later than Jul 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. PKD PROPERTIES, L.C. PAUL H DUNCAN 1404 E 500 N JACKSON ID 83350		PAUL H DUNCAN 1404 E 500 N JACKSON ID 83350			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MANAGER	PAUL H DUNCAN	750 EAST 100 SOUTH	RUPERT	ID		83350
MANAGER	KATHY FISHER DUNCAN	750 EAST 100 SOUTH	RUPERT	ID		83350
5. Organized Under the Laws of: ID W 9370		6. Annual Report must be signed.* Signature: Paul H Duncan Name (type or print): Paul H Duncan Date: 05/22/2015 Title: Member				
Processed 05/22/2015		* Electronically provided signatures are accepted as original signatures.				

TRANSFER 80116

No. W 100005	Due no later than Jan 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. T.L.D. PROPERTIES, LLC TAYLOR DUNCAN 1404 E 500 N JACKSON ID 83350		TAYLOR DUNCAN 1404 E 500 N JACKSON 83350			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	TAYLOR F DUNCAN	1404 E 500 N	JACKSON	ID	USA	83350
5. Organized Under the Laws of: ID W 100005		6. Annual Report must be signed.* Signature: Taylor Duncan Name (type or print): Taylor Duncan Date: 12/02/2014 Title: Member				
Processed 12/02/2014		* Electronically provided signatures are accepted as original signatures.				

TRANSFER 80116

Fed Agribusiness LLC hereby grants permission to PKD Properties LC and TLD Properties LLC to move water right 45-7182, owned by PKD Properties LC and TLD Properties LLC, to land owned by Fed Agribusiness LLC located within the Northeast ¼ of Section 19, Township 12 South, Range 21 East and the Northwest ¼ of Section 20, Township 12 South, Range 21 East as described by proposed water right transfer # 80116. Fed Agribusiness LLC also hereby acknowledges that after transferring water right 45-7182 to the Northeast ¼ of Section 19, Township 12 South, Range 21 East and the Northwest ¼ of Section 20, Township 12 South, Range 21 East as described by proposed water right transfer # 80116 that right 45-7182 will continue to be owned by PKD Properties LC and TLD Properties LLC



Fed Agribusiness LLC

3 June 15

Date

TRANSFER 80116

2013 Aerial Photography



TRANSFER 80116

JOHN AND RUTH BEUKERS

711 River View Dr.
Twin Falls, ID 83301

RECEIVED

MAY 21 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

May 15, 2015

IDWR Southern Region
650 Addison Ave. W., Suite 500
Twin Falls, ID 83301-5858

Re: Termination/Release of Security Interest in Water Rights

To Whom It May Concern:

On or about November 7, 2012, the undersigned, John and Ruth Beukers (collectively, "Beukers") caused two Notices of Security Interest in a Water Right (collectively, the "Notices") to be filed with the State of Idaho Department of Water Resources ("IDWR"). True and correct copies of the Notices are enclosed herewith for your reference.

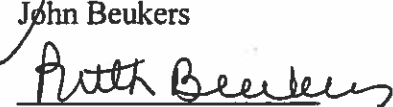
The Notices pertain to Water Right Nos. 45-7086D; 45-13788; 45-10761; 45-14061; 45-14091; 45-14101; 45-2395; 45-2492; 45-2551B; 45-2665; 45-2666; 45-2667; 45-7086F; 45-13475; 45-2391; 45-13504; 45-2265; 45-2578; 45-2597; 45-13627; 45-13628; 45-14060; 45-2608B; 45-7086B; 45-7179; 45-14100; 45-13543; 45-7062; 45-7063; 45-7182; and 45-14090 (collectively, the "Water Rights").

The Owner/Claimant(s) of the Water Rights are PKD Properties, L.C., an Idaho limited liability company and T.L.D. Properties, LLC, an Idaho limited liability company (collectively, the "Borrower").

The underlying indebtedness owed by the Borrower has been satisfied and Beukers hereby terminates the Notices and releases any and all security interest in the Water Rights.

Thank you for your assistance with this matter.

Sincerely,


John Beukers

Ruth Beukers

Enclosures

TRANSFER 80116

RECIPROCAL LEASE AND EXCHANGE AGREEMENT

THIS RECIPROCAL LEASE AND EXCHANGE AGREEMENT (referred to as the "Agreement") is made and entered into as of Feb. 17, 2015, by and between **PKD PROPERTIES, L.C.**, an Idaho limited liability company and **T.L.D. Properties, LLC** an Idaho Limited Liability Company with their office headquarters located at 1404 East 500 North, Jackson, Idaho 83350 (referred to as "PKD-TLD") and **FED AGRIBUSINESS, LLC**, an Idaho limited liability company with office headquarters located at 568 West 1650 South, Oakley, Idaho 83346 (hereinafter "FED").

RECITALS:

This Agreement is made and entered into with reference to the following facts:

A. PKD-TLD is the present fee owner of real property consisting of 320 acres, more or less, located in the County of Cassia, State of Idaho, more particularly described as:

TOWNSHIP 12 SOUTH, RANGE 21 EAST, BOISE MERIDIAN

Section 7: S½

which real property is referred to in this Agreement as the "PKD-TLD Property," TOGETHER WITH all and singular the tenements, hereditaments, and all other appurtenances thereto belonging excepting water rights, SUBJECT, however, to existing easements and rights of way of record.

B. PKD-TLD desires to lease and thereafter make a qualified tax deferred exchange of the PKD-TLD Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder.

C. FED is the present fee owner of real property consisting of 320 acres, more or less, located in the County of Cassia, State of Idaho, more particularly described as:

TOWNSHIP 12 SOUTH, RANGE 21 EAST, BOISE MERIDIAN

Section 19: NE¼

Section 20: NW¼

which real property is referred to in this Agreement as the "FED Property," TOGETHER WITH all and singular the tenements, hereditaments, and all other appurtenances thereto belonging excepting water rights, SUBJECT, however, to existing easements and rights of way of record.

D. FED desires to lease and thereafter make a qualified tax deferred exchange of the FED Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder.

E. The parties mutually desire to utilize the services of Title One, , of 211 West 13th, Burley, Idaho 83318, to act as closing agent (the "Closing Agent") of this Agreement in the exchange of properties on the terms and conditions more fully set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, PKD-TLD and FED, and each of them, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.

2. **Reciprocal Lease of Properties.** *The following terms and conditions in this Section 2 shall apply to the reciprocal lease of the PKD-TLD Property and the FED Property. PKD-TLD and FED may be referred to herein as the "Lessor" or the "Lessee", as the case may be.*

2.1 **Lease of PKD-TLD Property to FED.** PKD-TLD, for and in consideration of the provisions, covenants, conditions and agreements set forth herein, does hereby demise and let to FED, and FED does hereby lease from PKD-TLD, the PKD-TLD Property.

2.2 **Lease of FED Property to PKD-TLD.** FED, for and in consideration of the provisions, covenants, conditions and agreements set forth herein, does hereby demise and let to PKD-TLD, and PKD-TLD does hereby lease from FED, the FED Property.

2.3 **Term of Lease.** The term of this reciprocal lease of the PKD-TLD Property and the FED Property between the parties shall commence as of the execution of this Agreement and shall naturally terminate on the exchange of deeds to the respective properties (referred to as the "Closing") or November 30, 2015, whichever date occurs first.

2.4 **Rent.** Rent from FED to PKD-TLD shall be for the use and benefit of the FED Property for the term of the lease. Rent from PKD-TLD to FED shall be for the use and benefit of the PKD-TLD Property for the term of the lease. For accounting purposes only, the parties mutually agree that the fair market value of their respective parcels of ground, excluding water rights, is \$100.00 per acre, or \$32,000.00. There shall be no other rent due and payable from either party to the other.

2.5 Use and Maintenance of Improvements. Each party shall provide free, exclusive and unrestricted possession of the leased property to the other. That portion of irrigation systems including but not limited to irrigation lines, pipes, equipment, pumps and panels, which belong to the Lessor of each property will be provided by the Lessor and maintained by Lessee in good and functional condition.

2.6 Removal of Pivots. It is mutually agreed that each party, at its own cost and expense, shall remove the two pivots on its respective premises and relocate the same for use on the property that is hereby leased from the other party. At the termination of the respective leasehold interests, it is the mutual intent that each party will retain its own pivots on the property that it receives on exchange. In the event that the lease terminates and the exchange does not take place, the default provisions contained in Section 2.17 below shall apply.

2.7 Waste. Neither party will commit or allow others to commit any waste or damage on the property of the other, but will perform all acts and take all reasonable measures to conserve the property of the other.

2.8 Operating Expenses. Except as otherwise expressly provided in this Agreement, the Lessee agrees to pay, at Lessee's sole cost, all operating expenses directly arising from the farming operation to be conducted on the property by Lessee. For purposes of this Agreement, "operating expenses" shall refer to those expenses incurred in the course of ordinary activities of Lessee on the premises and shall expressly include but not be limited to all tractor work, fertilization, chemical application, seeding, irrigation and harvest expenses, utilities, and costs for repair and maintenance.

2.9 Failure of Exchange. In the event that an exchange of title does not occur as contemplated by the parties, each party agrees to promptly return the leased property to the other upon the termination of this Agreement in the same condition and repair as when this Agreement commenced, ordinary wear and tear and depreciation expected; provided, however, that each Lessee will have ninety (90) days from the date of expiration or termination of this Agreement to remove Lessee's property from the premises, including its pivots.

2.10 Relationship. The relationship between the parties is that of landlord and tenant and this Agreement shall not be deemed to create any partnership, joint venture or other business relation between the parties and any assignee of this Agreement. Accordingly, neither party shall have authority to obligate the other. Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party or its agents, officers, employees, assigns, or other representatives acting for such party.

2.11 Insurance and Indemnification. Each party, at its sole expense, shall possess and keep in force during the term of this Agreement comprehensive general liability insurance in the amount of no less than \$500,000.00, for personal injury and property damage issued by a responsible insurance company. Each party will be required to name the other as an additional insured on its policy, each party agrees to indemnify the other

against all injury to person or property that arises or may arise as a consequence of the activity of the Lessor or its agents, invitees or employees on the leased property.

2.12 Taxes. Each Lessor will pay all of the real property taxes levied and payable against its property during the lease term. Lessee will pay all taxes arising from Lessee's occupation of or operations on the leased property, including taxes on or attributable to any personal property of Lessee situate on the leased property. At closing, the respective tax burdens set forth in Section 8 below shall apply.

2.13 Improvements. Excepting the movements of pivots, major improvements may be made by Lessee only upon written approval of the Lessor, and if so approved, all materials will be supplied at Lessee's expense and Lessee will provide the necessary equipment and labor. Lessee will not be authorized to modify structures, fixtures or other installations without Lessor's written consent first had and obtained. In the event of failure of exchange of title, all such improvements shall at the termination of this Agreement belong to Lessor, its heirs and assigns, without claim by Lessee.

2.14 Farm Programs. Each party is entitled to enter its leased property into any farm program administered by the United States Department of Agriculture, and each party agrees to cooperate with the other in the execution of any documents which entitle the other party to sole and exclusive use and benefit of such program(s).

2.15 Compliance with Laws. Each party agrees to comply with all laws, ordinances, rules and regulations which apply to such party's occupation and control of the leased property and the operations of that party conducted thereon.

2.16 Risk of Loss. Each Lessee shall assume all the risk of loss or damage to Lessee's crop(s) and personal property from and after the date Lessee enters into this Agreement. Lessor will keep and assume the risk for Lessor's loss or damage to its property caused by reasons beyond the control of Lessee, including all structures, fixtures and improvements thereon (pivots excepted), during the term of this Agreement.

2.17 Default. In the event either party shall at any time be in default in the performance of any of the covenants, terms, conditions or provisions of this Agreement and such party shall fail to remedy such default within thirty (30) days after written notice thereof from the other party, or otherwise commence substantial measures to cure the same within such time period, the non-defaulting party may terminate this Agreement. The parties retain all of their respective rights and remedies at law and in equity, which shall be cumulative in nature, arising from the default in performance by the other party. The defaulting party shall also bear the cost and expense of transferring each party's pivots to their original locations.

The parties each agree that should either of them default in the performance of this Agreement, or any of the covenants or conditions herein contained, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuit of any remedies allowable by law.

The following terms and conditions in the following Section 3 through Section 5 shall apply to the reciprocal exchange of the PKD-TLD Property and the FED Property:

3. Reciprocal Exchange of Properties.

3.1 PKD-TLD agrees to convey the above-described PKD-TLD Property to FED, and FED agrees to convey the above-described FED Property to PKD-TLD (which properties are collectively referred to below as the "Exchange Properties") all in consideration of, and in exchange for, the full right, title and interest of the other.

3.2 Closing Agent shall convey the Exchange Properties pursuant to the terms and conditions of this Agreement. In order to facilitate the transfer of the Exchange Properties, Closing Agent shall be deemed to have satisfied its obligations once the said exchange has been properly closed and the respective Exchange Properties have been properly recorded in the Recorder's Office of Cassia County, Idaho.

3.3. The Closing Agent shall not bear any responsibility whatsoever regarding the Lease or the PKD-TLD or FED Leased Property that accompanies this Agreement.

4. Conveyance of Title.

4.1 Title to the FED Property shall be conveyed by a standard form Warranty Deed, and title to the PKD-TLD Property shall also be conveyed by a standard form Warranty Deed. Title to the Exchange Properties shall be marketable and insurable and shall be free and clear of all liens, encumbrances, and restrictions, exclusive of (i) real property taxes for the current year which are not due and payable on or before Closing, and (ii) liens, encumbrances, and conditions accepted in writing by the acquiring party on or before Closing.

4.2 **Other Property.** No other property, real or personal, shall be associated with the Exchange Properties in this Agreement. It is expressly understood and agreed that no water rights shall be conveyed under this Agreement. It is further understood and agreed that each party shall retain full right, title and interest in the movable portions of their respective pivot irrigation systems. Water rights shall be expressly on the respective Warranty Deed executed by the parties to the other party.

5. Title Insurance.

5.1 Prior to closing, PKD-TLD shall deliver to FED a preliminary report or commitment for the issuance of a title insurance policy insuring title to the property described in this Agreement naming FED and its lender, METROPOLITAN LIFE INSURANCE COMPANY, as the insured in the amount of \$960,000.00 (recognizing no transfer of water rights) showing that title is vested in and showing title is merchantable in PKD, free and clear from all liens, encumbrances and exceptions, except the standard exceptions contained in the title

company's standard form policy, and taxes and assessments for the current year, and existing easements and rights of way of record.

5.2 Prior to closing, FED shall deliver to PKD-TLD a preliminary report or commitment for the issuance of a title insurance policy insuring title to the property described in this Agreement naming PKD-TLD and as the insured in the amount of \$960,000.00 showing that title is vested in and showing title is merchantable in FED, free and clear from all liens, encumbrances and exceptions, except the standard exceptions contained in the title company's standard form policy, and taxes and assessments for the current year, and existing easements and rights of way of record.

5.3 If any exceptions shown on the respective preliminary reports or commitments for title insurance are not approved in writing by the acquiring party prior to Closing and cannot be removed by the transferring party by Closing, then the party otherwise receiving a faulty title shall have the right to terminate this Agreement, in which event this Agreement shall be deemed mutually rescinded and cancelled, provided that, the Lease shall remain in full force and effect as though this Agreement had never been entered into.

5.4 At Closing, the transferring parties shall purchase and deliver to the acquiring parties an ALTA Owner's Policy title insurance policy (current revision) ("Policy") subject only to the following special exceptions:

5.4.1 Real property taxes for the current year which are not due and payable on or before Closing, and

5.4.2 Liens, encumbrances, and conditions accepted in writing by the Buyer on or before Closing.

The following provisions set forth in Sections 6 through 23 shall apply to both the reciprocal lease and the reciprocal exchange of the PKD-TLD Exchanges Property and the FED Property:

6. **Possession.** It is the intent of the parties that possession shall continue uninterrupted from the termination of the Lease through Closing.

7. **Risk of Loss.** The provisions of Section 2.16 above shall apply to risk of loss up to and including the time of Closing.

8. **Taxes and Assessments.** Taxes and assessments shall be prorated as of Closing.

9. **Assumption of Obligations.** Each party acknowledges to the other that the acquiring party will not assume or take any property subject to any debts, obligations, or liabilities except as may be agreed to by the acquiring party in this Agreement or otherwise in writing on or before Closing. Any and all debts, obligations and liabilities, contingent or otherwise, which are not expressly assumed or taken subject to in writing by the acquiring party

on or before Closing are not assumed or taken subject to by the acquiring party, shall not be deemed included in the Closing, and are retained by the transferring party.

10. Time for Acceptance. This Agreement shall be null and void and of no force or effect unless a fully executed original of this Agreement is executed by the parties by February 19th 2015 and is delivered to and received by the Closing Agent on or before November 30, 2015.

11. Representations and Warranties of PKD-TLD. PKD-TLD represents and warrants to, and covenants with FED that:

11.1. The execution, delivery, and consummation of this Agreement by PKD-TLD has been duly approved in accordance with applicable law and any documents or instruments governing PKD-TLD. The execution, delivery, and consummation of this Agreement by PKD-TLD will not, with the passage of time, the giving of notice, or otherwise, cause PKD-TLD to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which PKD-TLD or the Property is subject or bound;

11.2. Except as disclosed in writing to FED and PKD-TLD prior to the Closing, no approval or consent of any person, firm, or other entity is required to be obtained by PKD-TLD or FED to permit PKD-TLD and FED to consummate the transactions contemplated by this Agreement except the current lien holder of each party. Each party shall use good faith effort to get the respective properties released from existing liens. The failure to be able to do this thru no fault of the parties shall be deemed a default by that party or parties.

11.3 There are no unassessed tax deficiencies existing, proposed, or threatened against PKD-TLD as a result of the operation of its business. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of PKD-TLD. No examination or audit of any tax return of PKD-TLD is proposed, threatened, or currently in progress;

11.4 Except as otherwise acknowledged and agreed to in writing by FED, PKD-TLD owns and possesses all right, title, and interest in and to the PKD-TLD Property free and clear of all covenants, conditions, easements, liens, and encumbrances except current mortgage which is in process of attempting to get a release

11.5 There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting PKD-TLD or the PKD-TLD Property;

11.6 There are no existing contracts, lease agreements, or licenses regarding the use of the PKD-TLD Property, or constituting a lien or encumbrance on the PKD-TLD Property except as may be shown on the title report or commitment or otherwise referenced in this Agreement or accepted in writing by FED;

11.7 The PKD-TLD Property is not contaminated with any hazardous substance, and further that such property and the uses conducted on thereon are in compliance with all applicable environmental laws, codes, and regulations to the knowledge of PKD-TLD.

12. Representations and Warranties of FED. FED represents and warrants to, and covenants with PKD-TLD that:

12.1. The execution, delivery, and consummation of this Agreement by FED has been duly approved in accordance with applicable law and any documents or instruments governing FED. The execution, delivery, and consummation of this Agreement by FED will not, with the passage of time, the giving of notice, or otherwise, cause FED to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which FED or the Property is subject or bound;

covered above

12.2 There are no unassessed tax deficiencies existing, proposed, or threatened against FED as a result of the operation of its business. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of FED. No examination or audit of any tax return of FED is proposed, threatened, or currently in progress;

12.3. Except as otherwise acknowledged and agreed to in writing by PKD-TLD, FED owns and possesses all right, title, and interest in and to the FED Property free and clear of all covenants, conditions, easements, liens, and encumbrances except current mortgage that is in process of attempting to be released

12.4 There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting FED or the FED Property;

12.5 There are no existing contracts, lease agreements, or licenses regarding the use of the FED Property, or constituting a lien or encumbrance on the FED Property except as may be shown on the title report or commitment or otherwise referenced in this Agreement or accepted in writing by PKD-TLD

12.6 The FED Property is not contaminated with any hazardous substance, and further that such property and the uses conducted on thereon are in compliance with all applicable environmental laws, codes, and regulation to best of its knowledge

13. Execution of Documents. All the parties agree to execute any and all additional documents and instruments necessary for either party, or otherwise requested by the Closing Agent, to carry out the terms of this Agreement.

14. Conflict with Prior Agreements. In and to the extent that this Agreement is in conflict with any prior written agreement or understanding between the parties hereto, the terms of this Agreement shall prevail. No modification or waiver of the terms of this Agreement shall be valid unless made in a writing signed by both parties.

15. Survival. The terms of this Agreement shall survive the Closing and the delivery of the respective deeds to the Exchange Properties.

16. Time. Time is of the essence of this Agreement.

17. Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their estates, heirs, representatives, and assigns.

18. Notices. Any notice to be given hereunder shall be given by personal delivery or by depositing such notice in the United States Mail first class postage prepaid, and

addressed to the respective parties at their designated addresses first set forth above in this Agreement.

19. Attorneys Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs and not as damages, reasonable attorneys fees to be fixed by the court.

20. Indemnification. The parties individually and collectively shall and do hereby agree to hold the Closing Agent harmless and to indemnify the Closing Agent from any claim, expense, tax, assessment of any nature or kind or from any other claim whatsoever, expressed or implied, whether sounding in tort or in contract that may be asserted against the Closing Agent now or in the future by any person, firm, corporation, governmental agency or taxing authority that may arise out of any activity related to carrying out the terms of this Agreement.

21. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Idaho.

22. Closing Costs/Fees. Unless otherwise provided in this Agreement, the parties agree to share equally in all closing costs and fees associated with the Closing of this Agreement; provided that, any costs or fees that are associated with a lender of either party shall be paid by such party.

23. Independent Counsel. Each party represents that it has been advised to obtain the advice and review of this Agreement and the entire transaction by an independent legal counsel and accountant regarding the legal and tax implications of the contemplated transaction, and all related documents and agreements, particularly those drafted, presented or produced by any attorney for the other party to this Agreement or by the Closing Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PKD: PKD PROPERTIES, L.C.

DATE: 2-18-15

By: Paul H. Duncan
Paul H. Duncan, Manager

Kathy J. Fisher
Kathy Fisher Duncan, Manager

T.L.D POPERTIES, LLC

DATE: 2-17-15

Taylor Duncan

TAYLOR DUNCAN MANAGER

FED: FED AGRIBUSINESS, LLC

DATE: 17 FEB 2015

By: Don F. Pickett
Don F. Pickett, Member

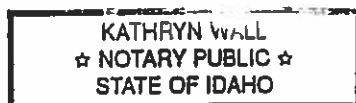
By: David J. Pickett
David J. Pickett, Member

By: Douglas T. Pickett
Douglas T. Pickett, Member

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 18th day of February, 2015, before me a Notary Public in and for the State of Idaho, personally appeared PAUL H. DUNCAN and KATHY FISHER DUNCAN, known or identified to be the Member/Managers of PKD PROPERTIES, L.C., an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that they executed the same in said company's name.

[SEAL]

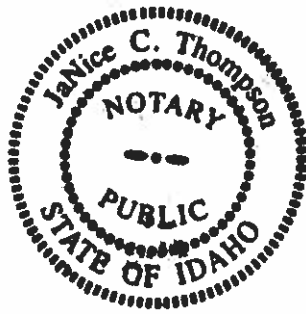


Kathryn Wall
NOTARY PUBLIC FOR IDAHO
Residing at: Jackson ID
Commission Exp 4/2/2020

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 17th day of February, 2015, before me a Notary Public in and for the State of Idaho, personally appeared DON F. PICKETT, DAVID J. PICKETT and DOUGLAS T. PICKETT, known or identified to be the Members of FED AGRIBUSINESS, LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that they executed the same in said company's name.

[SEAL]



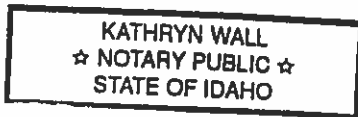

NOTARY PUBLIC FOR IDAHO
Residing at: 629 E 400 S Burley ID 83318
Commission EXP. 9/12/18

Need Notary for Taylor Duncan as Manager

STATE OF IDAHO)

County of Cassia)

On this 18th day of February, 2015, before me a Notary Public in and for the State of Idaho, personally appeared TAYLOR DUNCAN, known to or identified to be the Member/Manager of T.L.D. Properties, LLC an Idaho Limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same.



Kathryn Wall
NOTARY PUBLIC FOR IDAHO
Residing at: Jackson ID
Commission 4/2/2020



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 11, 2015

PKD PROPERTIES LC
TLD PROPERTIES LLC
1404 E 500 N
JACKSON, ID 83350

RE: Transfer No. 80116
Water Right No(s). 45-7182

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS** on **6/18/2015** and **6/25/2015**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**July 6, 2015**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in cursive script that reads "Denise Maline".

Denise Maline
Administrative Assistant

Maline, Denise

From: Maline, Denise
Sent: Thursday, June 11, 2015 9:24 AM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.doc

Attached please find (1) legal notice being submitted for publication on June 18th & 25th, 2015. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 11, 2015

LEGAL NOTICE DEPARTMENT

TIMES NEWS

PO BOX 548

TWIN FALLS, ID 83303-0548

RE: Application For Permit No.(s): 1-10631, 37-22920, 37-22926, 45-14470, 47-17637

RE: Transfer No. 80092

Water Right No(s): 45-10158, 45-10164, 45-12757, 45-2057, 45-2283, 45-2321, 45-2322, 45-2338, 45-2374, 45-2380, 45-2381, 45-2384, 45-2575, 45-2589, 45-2596, 45-2626, 45-2715, 45-4212, 45-4239, 45-7156, 45-7201, 45-7456,

RE: Transfer No. 80116

Water Right No(s): 45-7182

RE: Transfer No. 80137

Water Right No(s): 43-13741

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before July 6, 2015. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

1-10631

FAULKNER BROTHERS HYDRO INC

1997 S 1875 E

GOODING, ID 83330

Point of Diversion L5(SWNW) S28 T10S R21E JEROME County Source SNAKE RIVER Tributary COLUMBIA RIVER

Use: POWER

04/01 to 10/31 50 CFS

Total Diversion: 50 CFS

Date Filed: 1/12/2015

Place Of Use: POWER

T05S R12E S34 NWNW

Application authorizes existing hydroelectric generating capacity and does not propose increase or modification of existing system of diversion, conveyance or use under terms of present agreements. Published in Times News, Idaho Statesman, Post Register & Lewiston Tribune.

37-22920

FAULKNER BROTHERS HYDRO INC

1997 S 1875 E

GOODING, ID 83330

Point of Diversion SESW S22 T05S R14E GOODING County Source BIG WOOD RIVER Tributary MALAD RIVER

Point of Diversion SWNE S6 T06S R15E GOODING County Source LITTLE WOOD RIVER Tributary MALAD RIVER

Point of Diversion L5(SWNW) S28 T10S R21E JEROME County Source SNAKE RIVER Tributary COLUMBIA RIVER

Use: POWER 04/01 to 10/31 50 CFS

Use: POWER 11/01 to 03/31 35 CFS

Total Diversion: 50 CFS

Date Filed: 1/12/2015

Place Of Use: POWER

T05S R12E S34 NWNW

Application authorizes existing hydroelectric generating capacity and does not propose increase or modification of existing system of diversion, conveyance or use under terms of present agreements. Published in Times News, Idaho Statesman, Post Register & Lewiston Tribune.

37-22926

BLACK CANYON BLISS LLC

615 E 300 N

RUPERT, ID 83350

Point of Diversion L7(SENE) S18 T06S R13E GOODING County Source UNNAMED STREAM Tributary SNAKE RIVER

Use: POWER 01/01 to 12/31 5 CFS

Total Diversion: 5 CFS

Date Filed: 3/5/2015

Place Of Use: POWER

T06S R13E S18 L7(NENE) L7(NWNE)

Application is for an existing small power generating facility.

45-14470

ALBION HERITAGE GROUP LLC

214 WATER TOWER CIR

ALBION, ID 83311

Point of Diversion SWNWE S12 T12S R24E CASSIA County Source MARSH CREEK Tributary SNAKE RIVER

Use: DIVERSION TO STORAGE 11/01 to 03/31 2 CFS

Use: GROUND WATER RECHARGE FROM STORAGE 01/01 to 12/31 200 AF

Use: GROUND WATER RECHARGE STORAGE 01/01 to 12/31 200 AF

Total Diversion: 2 CFS

Date Filed: 5/18/2015

Place Of Use: GROUND WATER RECHARGE STORAGE, GROUND WATER RECHARGE FROM STORAGE

T12S R25E S6 L4(NWNW)

Application filed to divert up to 2.0 cfs of water from Marsh Creek from 11/1 to 3/31 at a point located approximately 1.0 mile south and 0.8 mile west of Albion for Groundwater Recharge Storage and Groundwater Recharge from Storage Uses associated with two ponds to be excavated near the northwest edge of Albion.

47-17637

JEFF HINES

1926 TEAL LN

BOISE, ID 83706

Point of Diversion SWNWSE S30 T08S R14E TWIN FALLS County Source SALMON FALLS CREEK Tributary SNAKE RIVER
Use: DOMESTIC

01/01 to 12/31 0.12 CFS

Total Diversion: 0.12 CFS

Date Filed: 6/4/2015

Place Of Use: DOMESTIC

T08S R14E S30 NWSE

Application for permit proposes the diversion of 0.12 cfs from Salmon Falls Creek for domestic use to allow for domestic irrigation on three separate parcels to augment current domestic water right 45-7520 which provides each parcel domestic in-house use only. Point of Diversion and place of use are located approximately 2 miles east and 7.8 miles south of the city center of Hagerman.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80092

FED AGRIBUSINESS LLC and TUGAW RANCHES LLC, 568 W 1650 S, OAKLEY, ID 83346; has filed Application No. 80092 for changes to the following water rights within CASSIA, TWIN FALLS County(s): Right No(s). 45-10158, 45-10164, 45-12757, 45-2057, 45-2283, 45-2321, 45-2322, 45-2338, 45-2374, 45-2380, 45-2381, 45-2384, 45-2575, 45-2589, 45-2596, 45-2626, 45-2715, 45-4212, 45-4239, 45-7156, 45-7201, 45-7456. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the authorized point of diversion locations for three ground water irrigation rights that authorize the total diversion of 4.24 cfs from two wells on a farm located approximately 8.5 to 9.0 miles north and 7.0 to 8.0 miles west of Oakley. The transfer will identify three existing wells on a nearby farm located approximately 9.0 to 10.0 miles north and 8.85 to 9.3 miles west of Oakley as authorized points of diversion for the three ground water irrigation rights. The transfer will also change the place of use of 22 rights by creating a 3,101 acre permissible place of use consisting of lands owned by Fed Agribusiness LLC and Tugaw Ranches LLC. In total, the 22 rights will divert up to 44.58 cfs from groundwater, Mountain Meadow Creek, Robber Gulch Creek, and Buckhorn Creek sources for irrigation of up to 3,101 acres.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80116

PKD PROPERTIES LC and TLD PROPERTIES LLC, 1404 E 500 N, JACKSON, ID 83350; has filed Application No. 80116 for changes to the following water rights within CASSIA County(s): Right No(s). 45-7182. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes to change a 317 acre portion of the place of use of a groundwater irrigation right from a farm located approximately 10.0 to 10.5 miles north and 7.5 to 8.5 miles west of Oakley to a farm located approximately 8.5 to 9.0 miles north and 7.0 to 8.0 miles west of Oakley. The application proposes to continue to use an existing well located approximately 8.0 miles north and 8.0 miles west of Oakley and to add another existing well located approximately 8.75 miles north and 7.5 miles west of Oakley to divert up to 6.4 cfs for irrigation use.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 80137

EVARD LLC, 872 E PEBBLE DR, BURLEY, ID 83318; has filed Application No. 80137 for changes to the following water rights within CASSIA County(s): Right No(s). 43-13741. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes adding a new well to be drilled as an authorized point of diversion for an irrigation groundwater right appurtenant to a farm located approximately 17.75 to 19.5 miles north and 7.9 to 9.9 miles east of Malta. Three existing irrigation wells and the new well to be drilled (all located on the farm) will be utilized to divert up to 17.02 cfs for the irrigation of 1437.0 acres on the farm. Published in Times News, Idaho Statesman, Post Register & Lewiston Tribune.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. For additional information on new permits, please see www.idwr.idaho.gov/WaterManagement/WaterRights/#NewListings. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before July 6, 2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on June 18th & 25th, 2015

Maline, Denise

From: Maline, Denise
Sent: Thursday, June 11, 2015 3:28 PM
To: 'Brian Higgs'
Subject: Comment Letters for transfers 80092 & 80116
Attachments: Comment Letter to WM140 for 80092 & 80116.docx; 80116.pdf; 80092.pdf

Hi Brian,

Attached is a cover letter, recommendation forms and copy of applications for transfer 80092 & 80116. Please review the information and provide any necessary comments within 21 days. Feel free to contact our office if you have any questions.

Thank you in advance,

Denise Maline
Idaho Dept of Water Resources
Administrative Assistant, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 11, 2015

BRIAN HIGGS
WATER DISTRICT #140
355 W 500 S
BURLEY, ID 83318

Via e-mail

RE: Transfer No. 80092

Water Right No(s). 45-10158, 45-10164, 45-12757, 45-2057, 45-2283, 45-2321,
45-2322, 45-2338, 45-2374, 45-2380, 45-2381, 45-2384, 45-2575, 45-2589, 45-2596,
45-2626, 45-2715, 45-4212, 45-4239, 45-7156, 45-7201, 45-7456

RE: Transfer No. 80116

Water Right No(s). 45-7182

Dear Mr. Higgs:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

MEMORANDUM

Date: June 10, 2015
To: Transfer 80116 File
From: Corey Skinner
Re: Evaluation of Sufficiency of Information Submitted

Application proposes to change a 317 acre portion of the place of use of a groundwater irrigation right, 45-7182, from a farm located approximately 10.0 – 10.5 miles north and 7.5 – 8.5 miles west of Oakley to a farm located approximately 8.5 – 9.0 miles north and 7.0 – 8.0 miles west of Oakley. Note that this is being done to facilitate a proposed land swap with Fed Agribusiness LLC (see companion transfer # 80092). The application proposes to continue to use an existing well located approximately 8.0 miles north and 8.0 miles west of Oakley and to add another existing well located approximately 8.75 miles north and 7.5 miles west of Oakley to divert up to 6.4 cfs for irrigation use. The current and proposed points of diversion are located within the ESPA model grid boundary. A groundwater model analysis was not performed since the current and proposed point of diversion are located within adjacent model cells. The transfer moves water within Water District 140 so water master comments will be solicited.

- **Authority to File:**
The application is filed in the name of PKD Properties LC and TLD Properties LLC, the owners of the right being transferred. Information from the IDSOS website indicates that the individuals that signed the application can sign on behalf of both entities. An ownership change will not occur as a result of the transfer with the currently recorded owners of the right retaining ownership of the right. An agreement signed by a representative of Fed Agribusiness LLC, has been included with the application allowing for the use of the right on Fed Agribusiness land and acknowledging that the right will continue to be owned by the currently recorded right owners. A letter of authorization from Rabo AgriFinance, who has a security interest in the right, has also been included with the application.
- **Water Right Validity:**
The right involved with the transfer was decreed in the SRBA in May of 2005 and examination of recent aerial photography indicates that the current place of use appears irrigated. The right involved with the transfer was subject to recently approved transfer # 78750 (approved September 23, 2013)
- **Injury to Other Water Rights:**
None anticipated. Proposed new point of diversion is located within a cell adjacent to the cell where the currently authorized point of diversion is located.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No issues anticipated. The application will be subject to public notice and protest.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on Economy of the Local Area:**
None anticipated.
- **Effect of the Agricultural Base of the Local 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

TO: Transfer # 80116 File

FROM: Corey Skinner

DATE: June 10, 2015

SUBJECT: Filing Fee

The filing fee, \$980.00, for this transfer is based on the total amount of water being transferred, 6.40 cfs. The transfer fee schedule for a transfer involving 6.40 cfs indicates that the filing fee is \$980.00.