

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 79907

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED

MAR 06 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: Attached estimation of lag impacts associated with this transfer from a tributary aquifer (Marsh Creek).

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Idaho Water Company, LLC Phone (208) 312-1135
Mailing address 1135 Valley Road S. Eden, ID 83325 Email 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 Representative

Name of Representative Jason C. Helms, P.E. Phone (208) 308-2109
Mailing address 6755 N. Albert Lane Idaho Falls, ID 83401 Email 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.

Idaho Water Company LLC
Signature of Applicant or Authorized Representative

Print Name and Title if applicable

3/6/15
Date

Delbert Kohitz
Signature of Applicant or Authorized Representative

Delbert Kohitz
Print Name and Title if applicable

3/6/15
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 Split Right
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 a portion of the existing water right. ESPA analysis performed utilizing active tributary model cell and estimated time lag from Marsh Creek tributary aquifer. 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 ☐ ☒	29-7006	0.87 / 342.9	Irrigation	04/01 to 10/15	Ground Water - ESPA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.87 cfs and/or 342.9 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.87 cubic feet per second and/or 342.9 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 #
new		SE	SW	SE	31	04S	31E	Bingham	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	
04S	31E	31				40									40	40	40	40	200
		32										40	40						80
Total Acres (for irrigation use)																			280ppu

Total irrigation will be limited to 119 acres within permissible place of use.

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:
New well, pump, mainline and sprinkler system.

- b. Who owns the property at the point(s) of diversion? LCSC Enterprises, LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached water rights purchase & sale agreement allowing Idaho Water Co. to transfer the water rights to the property. Ownership change contemplated following 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:
Land at existing place of use will remain unirrigated.

- 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:
None

- 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:

CRP 1997-2011, water supply bank lease accepted 2011-2015. Water right will not be used at new place of use until formally released from the water supply bank.

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

Current Water Right No.: 29-7006

Current Owner: LYNN S BASTIAN
CHRISTINE BASTIAN
Priority Date: 1/10/1968
Origin: Water Right
Status: Water Supply Bank 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 10/15	2.53 CFS	994 AF
	<u>Total Diversion</u>	2.53 CFS	994 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4	Sec. 14,	Twp 10S,	Rge 36E B.M.
BANNOCK County				
GROUND WATER	NE1/4SE1/4	Sec. 14,	Twp 10S,	Rge 36E B.M.
BANNOCK County				

Place of Use

IRRIGATION Within BANNOCK County

T10S R36E S13	NWSW	15.00	T10S R36E S13	SWSW	10.00
T10S R36E S14	SWNE	40.00	T10S R36E S14	SENE	40.00
T10S R36E S14	NESW	40.00	T10S R36E S14	SESW	40.00
T10S R36E S14	NESE	40.00	T10S R36E S14	NWSE	40.00
T10S R36E S14	SWSE	40.00	T10S R36E S14	SESE	40.00

Total Acres: 345

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. S41 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER AFTER [OCTOBER 15] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Decreed Date: 3/22/2004

79907

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

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

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

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

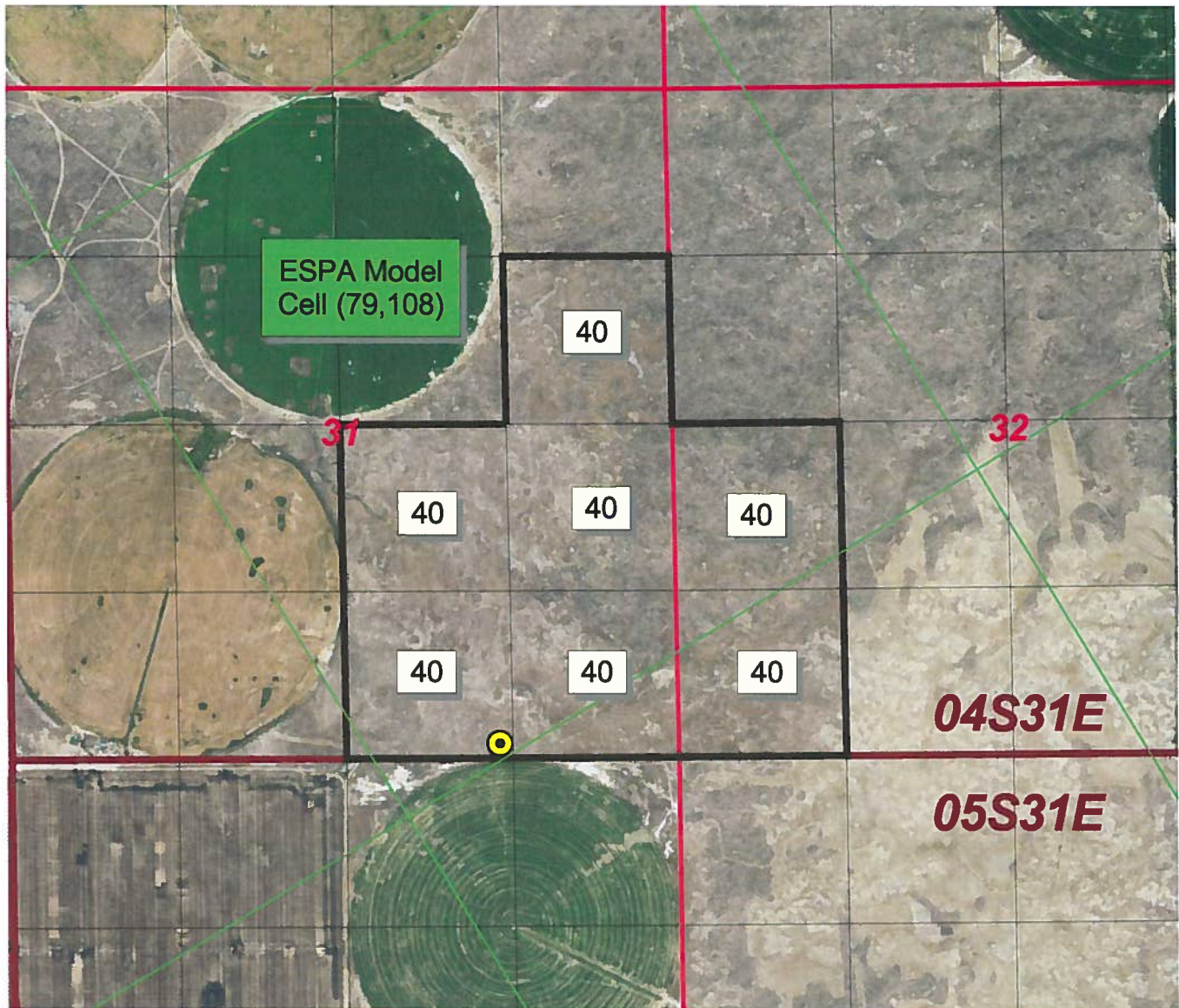
- ☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website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

Right Number: 29-7006

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]



JCH - 3/4/2015

NAIP 2013 Aerial Photo



 Proposed Permissible Place of Use

 Proposed New Point of Diversion

 Township & Range

 Sections

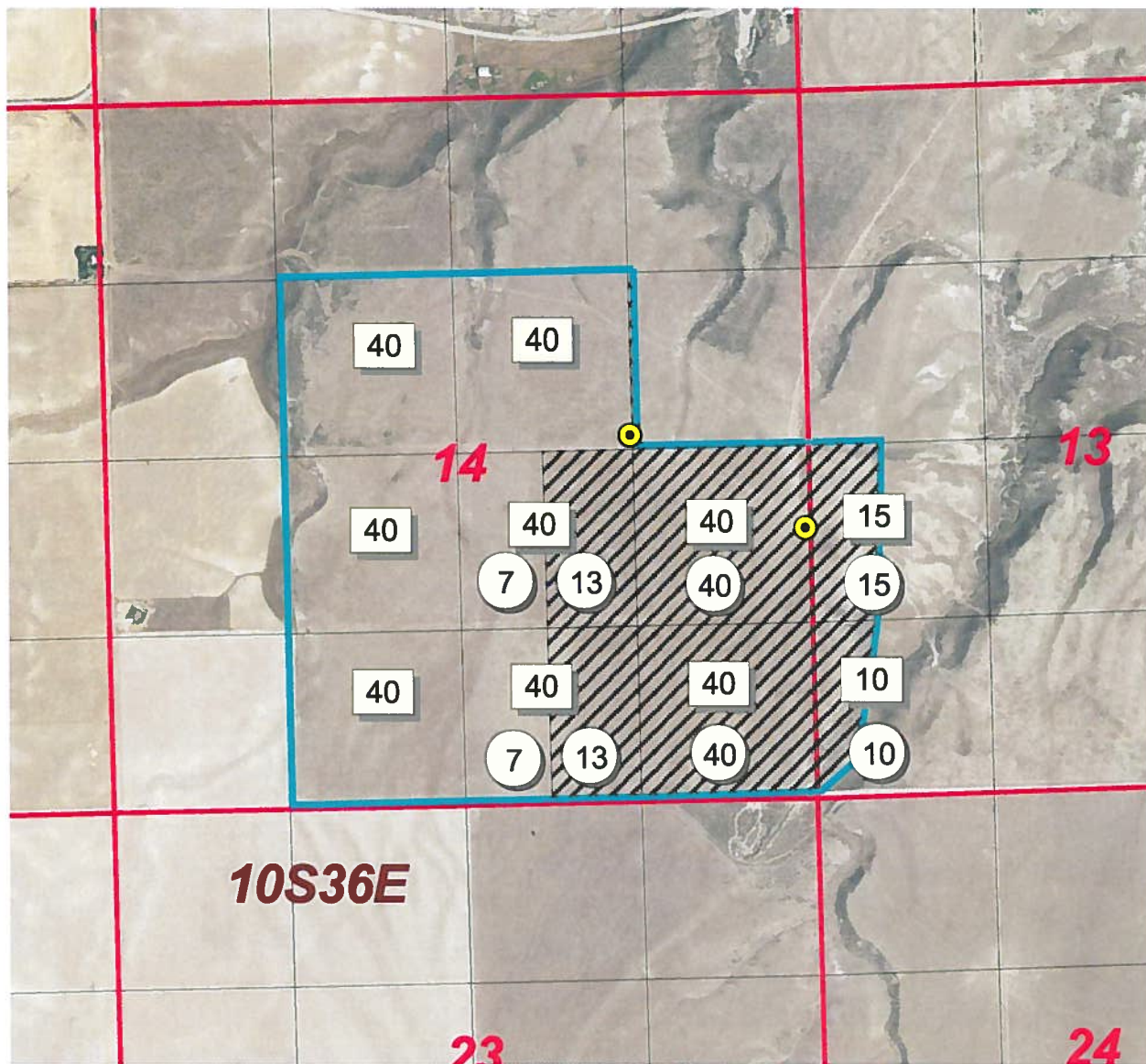
 40s (Bingham County)

 ESPA Model Grid



Application For Water Right Transfer Attachment 7a

79907



JCH - 2/27/2015

NAIP 2013 Aerial Photo



- 29-7006 Existing Place of Use
- 29-7006 Existing Place of Use
- 29-7006 Dry-up Place of Use
- 29-7006 Dry-up Place of Use

- 29-7006 Existing Points of Diversion
- Sections
- Township & Range
- 40s (Bannock County)
- ESPA Model Grid

Attachment #7b

79907

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 effective this February 23, 2015 ("Effective Date") by and between Blair Dance of 433 E. 4th St. Suite 1010 (hereinafter "Buyer") and Idaho Water Co. LLC of 1135 Valley Rd. So., Eden, Id. 83325 hereinafter ("Seller") and Delbert G. Kohtz, an individual ("Guarantor"). Delbert G. Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account.

RECITALS

A. Seller has the right to purchase water right 29-7006 described in Exhibit A hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller a portion of water right 29-7006 in the amount of 1.06 cfs for irrigation of 145 acres (the "Purchased Water Right").

TERMS AND CONDITIONS

1. In consideration of the terms contained herein, and other good and valuable consideration, Seller does hereby agree to sell and convey to the Buyer and the Buyer does hereby agree to purchase from the Seller the Purchased Water Right. No land is included in this Agreement.

2. The total Purchase Price for the Purchased Water Right shall be \$ which is based upon \$ per each authorized irrigated acre or per each 0.0073 cfs to be purchased and transferred to Buyer's use. The entire Purchase Price shall be paid on the closing date described in paragraph 4 below less a 15% down payment in the amount of \$ ("Down Payment") made to Seller upon signing of this Agreement and to be applied towards the Purchase Price at closing.

3. Closing of the purchase and sale is contingent upon and subject to IDWR finding that the Purchased Water Right is valid and transferable to Buyer's use. If the Purchased Water Right is found by IDWR to be invalid or otherwise non-transferable, or if IDWR has failed to issue a final order approving the transfer of the Purchased Water Right to Buyer's use within ten (10) months of the effective date of this Agreement, whichever occurs first, then this Agreement be terminated thirty (30) days thereafter at which time Buyer shall be entitled to a refund of the Down Payment; provided however, that if the transfer is not approved because the Purchased Water Right is deemed invalid or non-transferable, Seller shall have said thirty (30) days to find another water right acceptable to Buyer to be substituted for purchase and sale and transfer to Buyer's use. Unless otherwise agreed to the Parties in writing, the Closing shall occur within

thirty (30) days after the date of a final, unappealable order issued by the IDWR approving the transfer of the Purchased Water Right to Buyer's use.

4. Guarantor hereby personally guarantees Seller's obligation to return the Down Payment to Buyer as, if and when required by this Agreement.

5. At Closing Buyer shall deliver the balance of the Purchase Price to Seller and Seller shall deliver to Buyer a fully-executed Special Warranty Deed for Water Rights substantially in the form attached hereto as Exhibit B.

6. 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.

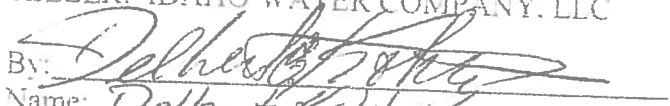
7. Seller understands Buyer is transferring the water to another property.

8. 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.

9. By signing this Agreement Buyer gives permission for the Seller to file a transfer application with IDWR seeking to have the Purchased Water Right water right transferred to Buyer's point of diversion, place and purpose of use.

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

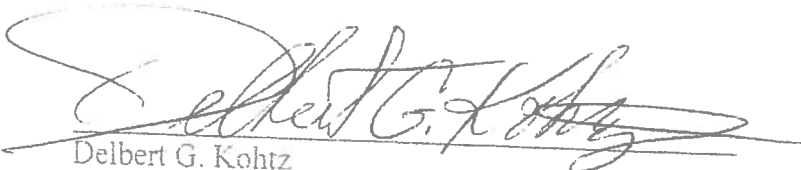
SELLER: IDAHO WATER COMPANY, LLC

By: 

Name: Delbert Kohtz

Its: Managing member

GUARANTOR: DELBERT G. KOHTZ


Delbert G. Kohtz

BUYER: BLAIR DANCE

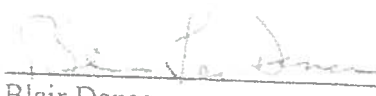

Blair Dance

Exhibit A
(Water Right 29-7006)

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

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 38576

PARTIAL DECREE PURSUANT TO
I R C P 54(b) FOR

Water Right 29 57006

NAME AND ADDRESS:

MERLIN S BASIAN
685 N 5400 W
MALAD CITY ID 83152

SOURCE:

LYNN S BASIAN
15580 SOUTH MARSH VALLEY
ARIMO. ID 83214

GROUND WATER

QUANTITY:

2 53 CFS
394 CC APY

PRIORITY DATE:

01/10/1988

POINT OF DIVERSION:

1185 R36E S14

SWNE
NENE

Within Hancock County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE
04-01 TO 12-15

QUANTITY
2 53 CFS
394 CC APY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY CONTINUE
TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT
ARE NOT EXCEEDED. THE USE OF WATER AFTER (OCTOBER 15) UNDER
THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO
SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE
EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS
RIGHT.

PLACE OF USE:

Irrigation

1185 R36E S13
S14

NWSE 15 0
SWNE 40 0
NENE 40 0
NENE 40 0
SWSE 40 0

Within Hancock County

SWSW 10 0
SENE 40 0
SENE 40 0
NENE 40 0
SENE 40 0

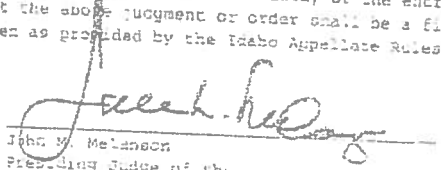
345 2 Acres Total

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 W. Melanson
Presiding Judge of the
Snake River Basin Adjudication

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Agreement") is made and entered into effective this 7 day of January, 2015 ("Effective Date"), by and between Lynn S. and Christine Bastian, husband and wife, whose address is 16580 S. Marsh Valley Rd., Arimo, Idaho, 83214 (hereinafter "Seller") and Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Road So., Eden, Idaho 83325 (hereinafter "Buyer").

RECITALS

A. Seller is the owner of water right designated as in the records of the Idaho Department of Water Resources ("Department") as Right No. 29-7006 more particularly described in Exhibit "A" hereto.

B. Buyer wishes to purchase Right No. 29-7006 and to change the point of diversion and place of use thereof to other lands and or purposes of use (the "Transfer"). Right No. 29-7006 as described in Exhibit A, or hereafter described in any approved Transfer of said right shall be hereinafter referred to as the "Water Right."

C. Seller and Buyer acknowledge that the Transfer will require formal Application to, and approval by, the Department. Seller and Buyer acknowledge that the Department's "Approval" of the Transfer Application as contemplated in this Agreement will: a) in the case where the Department has provided the parties advance notice of its proposed conditions on the use of the Water Right as transferred, be the preliminary, non-final order issued by the Department, approving the Transfer which will become a final order unless a request for hearing, a petition for reconsideration of, or exceptions to, the preliminary order are timely filed with the Department; or b) in the case where the Department has not provided the parties advance notice of its proposed conditions on the use of the Water Right as transferred, be a final order of the Department approving the Transfer.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the sums to be paid by Buyer to Seller, and the covenants and conditions, representations and warranties set forth below, the parties hereby agree as follows:

1. Purchase and Sale. In consideration of the Purchase Price and upon the terms contained herein. Seller agrees to sell and convey to Buyer, and Buyer does hereby agree to buy from Seller the Water Right. No real property or other rights are included in said purchase.

2. Purchase Price. The Purchase Price for the Water Rights is _____ ("Purchase Price"). The Purchase Price is due and payable, in full, at Closing.

3. The Purchase Price shall be payable as follows:

a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deliver to Seller the sum of _____ as a non-refundable earnest money deposit ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, and shall be non-refundable, unless the purchase and sale fails to close due to Seller's breach of the terms, conditions, or Seller's representations or warranties in this Agreement.

b. Balance of Purchase Price. The remaining Purchase Price balance of _____ shall be due and payable to Seller, in immediately available funds, at Closing.

4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Within thirty (30) days following the Effective Date, Buyer shall prepare and file with the Department, and provide a copy to Seller, an application to transfer the Water Rights (herein the "Application") in Seller's name using Buyer's intended place of use and point of diversion. Buyer shall be solely responsible for all fees, costs and expenses to prepare, file and prosecute the Application and associated Transfer documents with the Department. Seller shall cooperate with Buyer in the Application and Transfer process. To the extent that Seller incurs fees, costs and expenses in excess of _____ in assisting with the Application or Transfer process, Buyer agrees to reimburse Seller for such fees, costs and expenses, whether or not the parties proceed to Closing. The Application shall expressly request that the Department, prior to Approval, provide both the Buyer and Seller a draft of the Department's Approval, and any intended conditions on the use of the Water Right as transferred. Buyer and Seller shall use their reasonable best efforts to obtain timely Transfer Approval. Seller authorizes Buyer to make needed changes to the Application to facilitate the process of transferring the Water Right. Seller agrees to promptly provide to Buyer any necessary Seller approvals or authorizations required in connection with the Application and transfer of the Water Right, including but not limited to authorizations to file, amend and

prosecute the Application, or to request records of historical power consumption, water diversion records and cropping history from state or federal agencies related to the Water Right or the lands to which they were related.

5. Conditions Precedent. The Closing and Buyer's obligation to purchase the Water Right are subject to, and conditioned upon, the Department Approval of the Transfer on terms reasonably acceptable to Buyer, including the authorization of the diversion and use of the Water Right at the location(s) and for such purpose(s) as specified in the Application.

6. Termination. If Closing has not occurred on or before December 31, 2015, this Agreement shall terminate. Buyer may terminate this Agreement prior to issuance of an Approval or of a denial of the Application, upon written notice to Seller, provided, however, that Buyer shall remain obligated to Seller to: a) unwind the Transfer process such that Seller shall be placed in Seller's original position with respect to Seller's ownership and use of the Water Right; b) reimburse Seller for fees, costs and expense in excess of , if any, incurred as provided in Section 4, above; c) pay Seller's damages, injuries and losses relating to the Water Right or Seller's use and enjoyment thereof, as a result of Buyer's acts or omissions; and d) pay Seller's attorneys' fees and costs incurred by Seller in relation thereto or the recovery thereof.

7. Buyer's Waiver. Buyer has the right to waive the conditions precedent, and close the purchase of the Water Right, upon written notice to Seller delivered provided the Closing shall nevertheless occur prior to December 31, 2015. If Buyer waives the conditions precedent, Buyer shall remain obligated to pay the entire balance of the Purchase Price. If Buyer fails to terminate this Agreement as provided for herein, prior to the Department's Approval of the Transfer Application, the conditions precedent shall be deemed waived. If Buyer completes the Closing of this transaction, the conditions precedent shall be deemed waived.

8. Representations and Warranties. Seller represents and warrants to Buyer that Seller: a) is the owner of the Water Right; b) has all requisite power and authority to execute and perform this Agreement; and c) has no knowledge that the Water Right has undergone any consecutive five-year period of non-use that is not already protected under Idaho Code § 42-223, Exceptions or Defenses to Forfeiture.

9. Closing. Closing shall occur within thirty (30) days following issuance of a final order by the Department approving the Transfer or of Buyer's written notice to Seller of Buyer's waiver of the Transfer Approval by the Department, as provided in 5.a above, but in any event

not later than December 31, 2015. Possession and use of the Water Right shall pass to Buyer at Closing, upon payment of the Purchase Price. At Closing, the Buyer shall deliver the balance of the Purchase Price to the Seller and Seller shall deliver to Buyer a fully-executed Special Warranty Deed substantially in the form attached hereto as Exhibit B conveying the Water Right to Buyer. In the event no Closing is held, Buyer will cooperate with Seller to effect a cancellation of the Application and execute such other documents as may be needed to assure that the Water Right is appropriately vested in Seller.

10. Stockwater Transfer. Within thirty (30) days following the Effective Date, Buyer shall, at Buyer's expense, prepare and deliver to Seller a completed application for transfer, together with supporting documentation required by the Department, to be filed by Seller requesting approval of a change in place of use of a 0.04 cfs portion of Seller's stockwater right No. 29-10152 to the current place of use of the Water Right. Seller shall be solely responsible for prosecuting the transfer of Seller's stockwater right.

11. Attorney Fees. In the event that any party hereto shall be found in default or breach of this Agreement by a court of competent jurisdiction, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

12. Binding. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

13. Entire Agreement. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

14. Essence of Time. Time is of the essence to this Agreement.

15. Notices. Any notice, election, payment, report or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and (a) delivered personally to the party to whom directed, (b) when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested and addressed to the party to whom directed at its below specified address, or (c) when transmitted by email and/or telephone facsimile to the party to whom directed at the below specified email and/or fax number (if any). Any party may at any time change its address, email or fax number

for purposes of this Agreement by giving written notice of such change of address to all other parties.

If to Seller, then to:

Lynn S. and Christine Bastian
16580 S. Marsh Valley Road
Arimo, Idaho 83214

If to Buyer, then to:

Idaho Water Company, LLC
1135 Valley Road So.
Eden, Idaho 83325

With a copy to:

Attn: Brad H. Bearnson
BEARNSON & CALDWELL, LLC
399 North Main, Suite 270
Logan, Utah 84321
bbearnson@bearnsonlaw.com

16. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Idaho, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Idaho to resolve such disputes.

17. Amendments. This Agreement may be amended at any time upon unanimous written agreement of the parties hereto, signed by all parties.

18. Counterparts. This Agreement may be executed in counterparts.

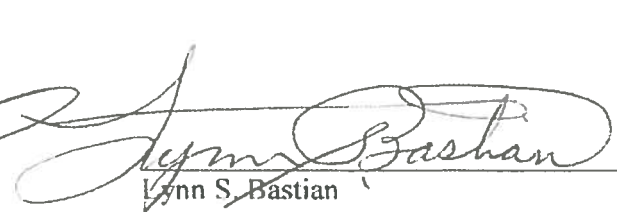
IN WITNESS WHEREOF the parties have caused their names to be subscribed effective on the date set forth above.

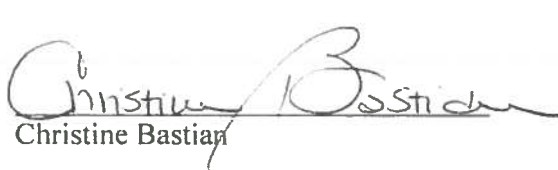
BUYER

SELLER

IDAHO WATER COMPANY, LLC

By 
Delbert G. Kohtz, Manager/Member

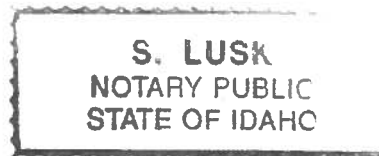

Lynn S. Bastian


Christine Bastian

STATE OF Idaho)
COUNTY OF Bannock) :ss

Having been duly sworn and appearing before me this 7th day of January, 2015, DELBERT G. KOHTZ certifies that he is a member of IDAHO WATER COMPANY, LLC, an Idaho limited liability company, and that the said instrument was signed in behalf of said limited liability company.

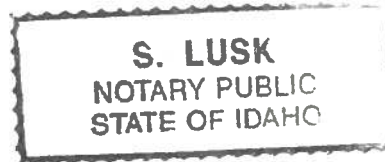
S. Lusk
NOTARY PUBLIC FOR IDAHO
Residing at: 3/15/16 Pocatello Id
My commission expires: 3/15/16



STATE OF Idaho)
COUNTY OF Bannock) :ss

Having been duly sworn and appearing before me this 7th day of January, 2015, LYNN S. BASTIAN has affixed his signature and does thereby certify that he has read the foregoing, and does state that the same is true and correct, having authority to so sign.

S. Lusk
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello id
My commission expires: 3/15/16



STATE OF Idaho)
COUNTY OF Bannock) :ss

Having been duly sworn and appearing before me this 7th day of January, 2015, CHRISTINE BASTIAN has affixed her signature and does thereby certify that she has read the foregoing, and does state that the same is true and correct, having authority to so sign.

S. Lusk
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello id
My commission expires: 3/15/16

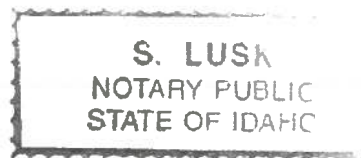


EXHIBIT A

WATER RIGHT NO 29-7006

Current Owner CHRISTINE BASTIAN
Current Owner LYNN S BASTIAN
16580 S MARSH VALLEY RD
ARIMO, ID 83214
(208)897-5066

Original Owner MERLIN S BASTIAN
4670 W 1000 N
MALAD CITY, ID 83252

Priority Date: 01/10/1968
Basis: Decreed
Status: Active
Water Supply Bank Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/15	2.53 CFS	994 AFA
Total Diversion			2.53 CFS	

Location of Point(s) of Diversion:

GROUND WATER SWNE Sec 14 Township 10S Range 36E BANNOCK County
GROUND WATER NESE Sec 14 Township 10S Range 36E BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
10S	36E	13		NWSW	15		SWSW	10						
		14		SWNE	40									
				SENE	40									
				NESE	40		SESW	40						
				NESE	40		NWSE	40		SWSE	40		SESE	40

Total Acres: 345

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE SECTION 42-1412(6), IDAHO CODE
2. S41 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER AFTER [OCTOBER 15] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 7

79907

Narrative in Support of Transfer 29-7006

Evaluation of tributary aquifer source to ESPA transient impacts

Prepared by: Jason C. Helms, P.E.

Date: March 4, 2015

Transfer Applicant: Idaho Water Company, LLC

Water Right: 29-7006 Priority: 1/10/1968

Existing POD: Twp. 10S, RNG. 36E, Sec. 14 Existing ESPA Model Cell: 95, 119

Transfer#1: 0.19cfs, 74.9afa, 26ac Transfer#2: 0.87cfs, 342.9afa, 119ac

POD1: Twp. 4S, RNG. 33E, Sec. 18 POD2: Twp. 4S, RNG. 31E, Sec. 31

ESPA Model Cell: 82,120 ESPA Model Cell: 79,108

The two transfers seeks to change the point of diversion and place of use for a 145 acre portion of existing water right 29-7006 to an existing well currently associated with existing water right 35-7800 and a new well both located approximately 30 miles to the northwest within the Eastern Snake River Plain Aquifer (ESPA). The existing point of diversion lies within the Marsh Valley aquifer which is tributary to the proposed points of diversion downstream within the ESPA.

This addendum seeks to provide a reasonable estimate of the transient hydraulic impacts within the connected aquifer systems associated with the parent water right being dried up within the Marsh Valley aquifer outside the active ESPA model. Attached **Figure 1** shows the relative location of the active ESPA model grid with respect to the proposed and existing water right point of diversion. Attached **Figure 2** shows the local ground water hydrology at the existing diversion location based on information gleaned from available well driller's logs and USGS surface water information in addition to the reports referenced.

The actual hydraulic impacts associated with the diversion location change of water right 29-7006 into the Portneuf valley aquifer are complex but can be

conservatively estimated according to the local and regional hydrology. The reported ground water levels coordinated with USGS 24k topography indicates the ground water table is significantly higher than the nearby surface water flow of Marsh Creek and the ground water appears to physically feed the stream flows in this area. Published studies indicate this gaining reach character extends toward Inkom where it becomes perched. Several large diversion rate pumping tests have been completed historically in the vicinity of the existing well serving the water right proposed for transfer and an average of the aquifer conductivity was calculated based on unsteady and unconfined flow conditions associated with those tests. The attached **Figure 3** showing the calculated ground water travel time also shows the well driller pumping test details utilized in determination of the modeled aquifer characteristics.

Based on the calculated average hydraulic conductivity, average water table slope and perpendicular distance to Marsh Creek the ground water travel time is estimated on the order of 1400 days (3.85 years) between the historical diversion location and feeding the stream. Following the reduced depletion to surface water flow, an additional 3 days is required for the surface water to flow down Marsh Creek and through the Portneuf gap recharging into the active ESPA model grid most likely in the area of the I-86 junction crossing the Portneuf River or directly into American Falls reservoir. According to this simplified analysis, the time lag of historical impacts to tributary impacts within the ESPA is 3.85 years corresponding conservatively to perhaps 12 model trimesters.

The calculated time lag associated with the historical impacts of the existing water right within the Marsh Valley Aquifer were incorporated into the ESPA Transfer Spreadsheet analysis by adding a 4 year delay for the start of pumping as well as the initiation of CRP and water supply bank protected non-use. According to the results of the analysis, the impacts associated with the potential overlap resulting from the time lag has no significant effects to the ESPA model river reaches. This is largely related to the extended period of protected non-use which has allowed the historical impacts of pumping to stabilize. Less than 1 acre-ft per trimester additional impacts are created within the Shelley to Near Blackfoot or Near Blackfoot to Neeley reach which are the only model reaches representing more than 10% of the total impacts of the transfer.

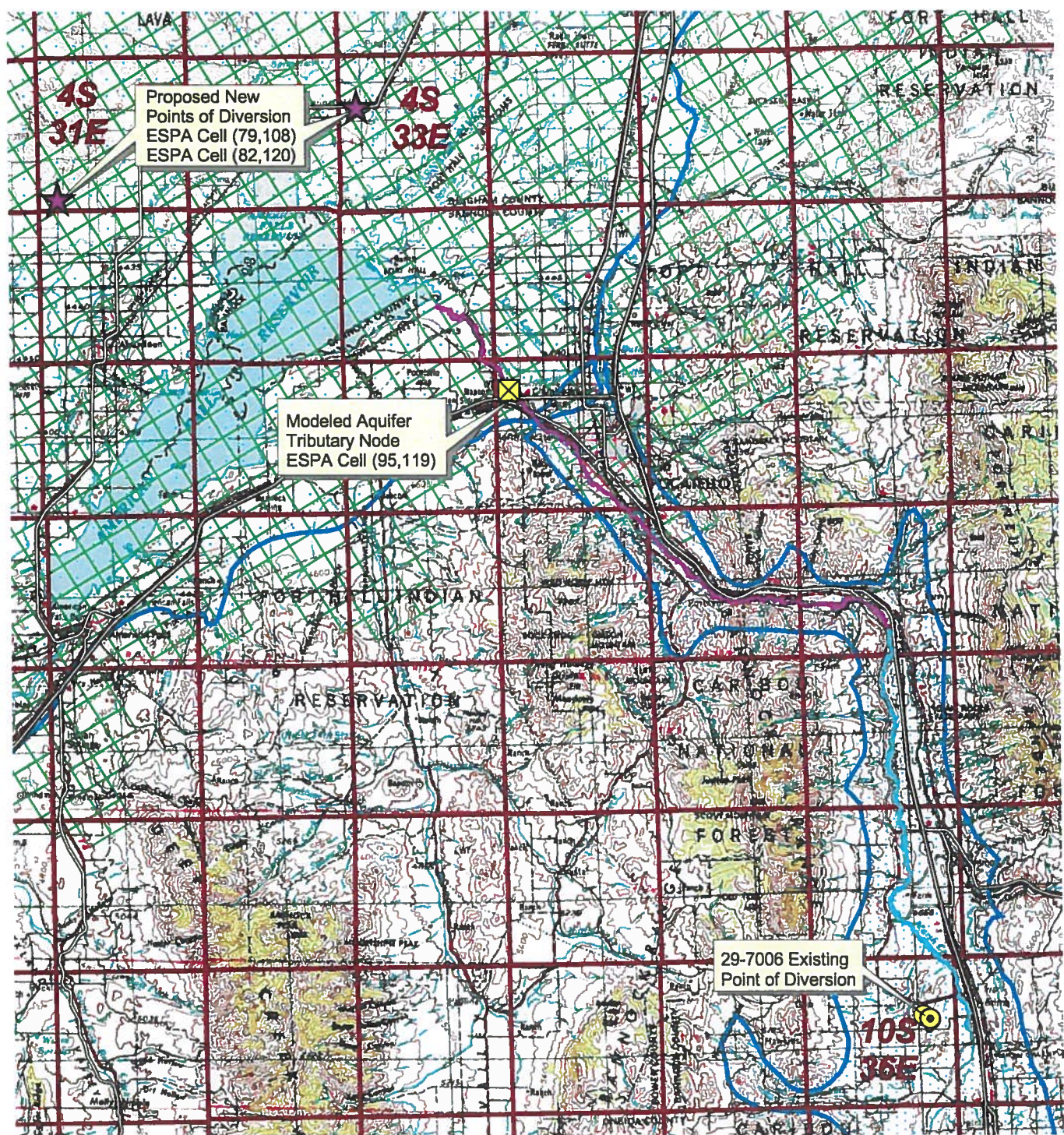
List of Attachments:

- Figure 1: (Map) 29-7006 Regional Hydrology
- Figure 2: (Map) 29-7006 Local Hydrology"
- Figure 3: (Table) Ground Water & Surface Water Travel Time
- Well Logs (Duke Fuhrman, Meadowbrook Ranch, Howard Armstrong)
- Attachment #5a: (Tables) ESPA Impact Analysis - Summary
- Attachment #5b: (Tables) ESPA Impact Analysis - Data Entry
- Attachment #5c: (Charts) ESPA Impact Analysis - Results Above Milner
- Attachment #5d: (Charts) ESPA Impact Analysis - Results Below Milner
- Attachment #7b: (Map) Existing Water Right Place of Use Dry-up

References:

J. Welhan; C. Meehan (Hydrogeology of the Pocatello Aquifer: Implications for Wellhead Protection Strategies) 1994.

R.F. Norvitch; A.L. Larson (Water Information Bulletin No. 16: A Reconnaissance of the Water Resources in the Portneuf River Basin, Idaho) 1970.



JCH - 3/4/2015

USGS Topographic Map



- Township & Range
- Approximate Extent of Alluvial Aquifers
- ESPA Model Grid
- Approximate Extent of Perched River
- Approximate Extent of Gaining River
- Existing Well 29-7006
- Proposed Transfer Points of Diversion



FIGURE 1
Transfer 29-7006 Regional Hydrology

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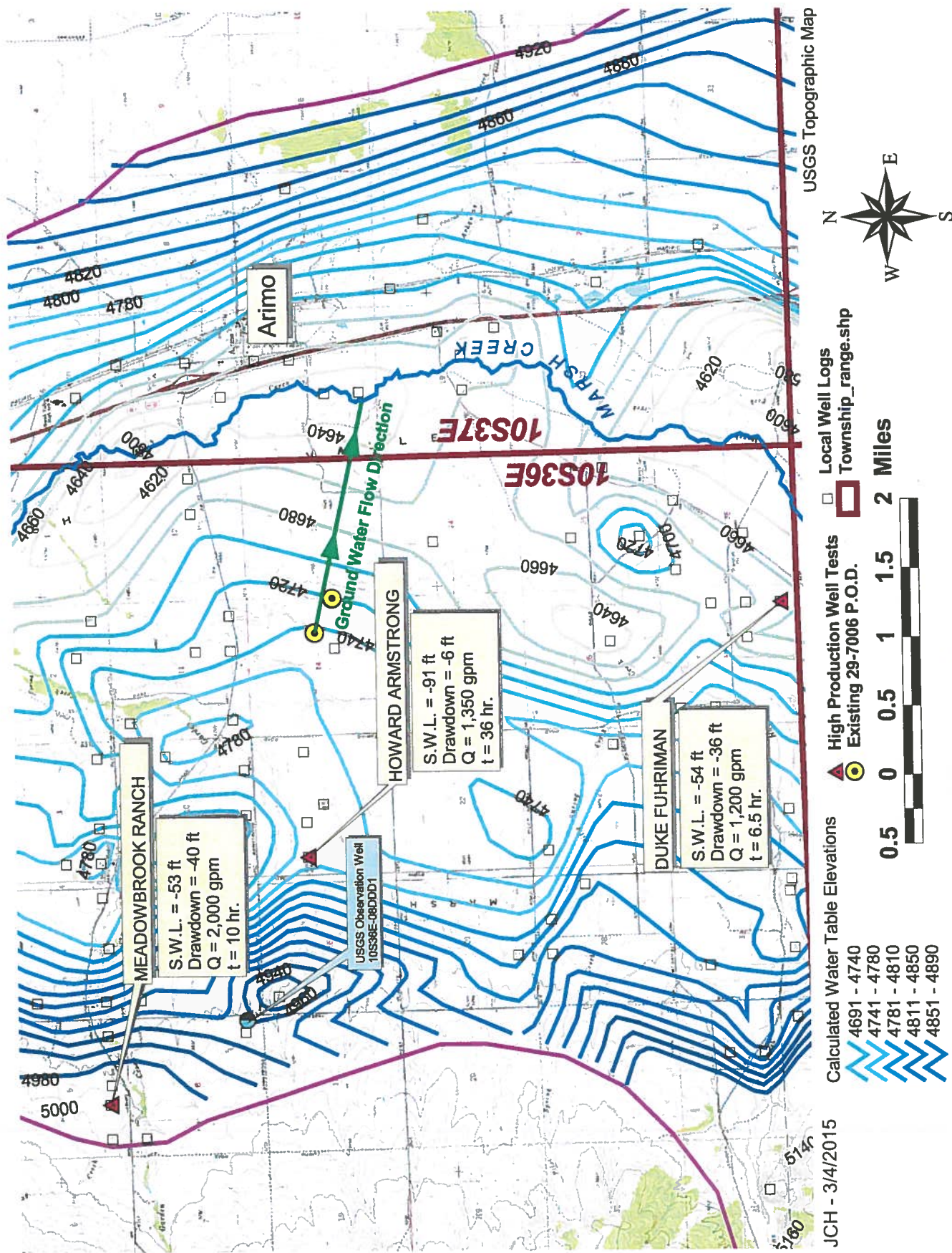


FIGURE 2

20662

Ground Water Travel Time Determination

	Test Diversion Rate [gpm]	Test Duration [hr]	Initial Water Level [ft]	Final Water Level [ft]	Drawdown n [ft]	Aquifer Thickness [ft]	Well Diameter [ft]
Duke Fuhriman	1200	6.5	54	90	36	74	1.33
Meadowbrook Ranch	2000	10	53	93	40	125	1.33
Howard Armstrong	1350	5	91	97	6	139	1.00

	r [ft]	S []	T [ft ² /day]	t [days]	u = r ² S/(4Tt)	W(u)	Estimated K* [ft/day]
Duke Fuhriman	0.67	0.20	5368	0.27	1.53E-05	10.51	73
Meadowbrook Ranch	0.67	0.20	4024	0.42	6.09E-06	11.43	32
Howard Armstrong	0.50	0.20	44610	0.21	1.34E-06	12.94	321

$$*K = Q*W(u)/(4\pi*(h_0-h))$$

Average Hydraulic Conductivity (K): 142 ft/day

Water Table Elevation @ Well: 4723 ft
 Water Table Elevation @ Marsh Creek: 4640 ft
 $\Delta h = 83$ ft
 $\Delta l = 9100$ ft
 Darcy Velocity $v = -K(\Delta h/\Delta l) = 1.3$ ft/day
 Porosity: 0.2
 Interstitial Fluid Velocity (V): 6.5 ft/day

Ground Water Travel Time: 1406.3 days
 3.85 years

Surface Water Travel Time Determination

River Length: 270,074 ft
 Water Elevation @ Marsh Creek: 4690 ft
 Water Elevation @ I-86 x Portneuf: 4370 ft
 Average Slope: 0.001185 ft/ft

Flow Width: 20 ft
 Flow Depth: 0.47 ft
 X-sectional area: 9.4 ft²
 Hydraulic Radius: 0.45 ft
 n: 0.03
 flow: 9.4 cfs

Average River Velocity: 1.00 ft/sec
 Surface Water Travel Time: 3.1 days
 0.01 years

Static water level 74 feet below land surface
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Temperature 60° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

8. WELL TEST DATA

- ☒
- Pump
- ☐
- Bailer
- ☐
- Other

Discharge G.P.M.	Draw Down	Hours Pumped
1200	90	6 1/2

30048

- ## 9. LITHOLOGIC LOG

[illegible]

- ## 5. WELL CONSTRUCTION

Diameter of hole _____ **inches** **Total depth** _____ **feet**

Casing schedule: ☐ Steel ☐ Concrete

Thickness		Diameter		From		To	
<u>4/4</u>	inches	<u>16</u>	inches	<u>0</u>	feet	<u>130</u>	feet
_____	inches	_____	inches	_____	feet	_____	feet
_____	inches	_____	inches	_____	feet	_____	feet
_____	inches	_____	inches	_____	feet	_____	feet
_____	inches	_____	inches	_____	feet	_____	feet

Was a packer or seal used? ☒ Yes ☐ No

Perforated? ☐ Yes ☒ No

How perforated? ☐ Factory ☒ Knife ☐ Torch

Size of perforation 5/8 inches by 1 1/2 inches

Number		From		To	
<u>60</u>	perforations	<u>70</u>	feet	<u>80</u>	feet
<u>284</u>	perforations	<u>25</u>	feet	<u>128</u>	feet
	perforations		feet		feet

Well screen installed? ☐ Yes ☒ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☐ Yes ☒ No Size of gravel _____

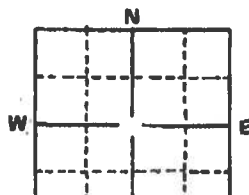
Placed from _____ feet to _____ feet

Surface seal? ☒ Yes ☐ No To what depth 19 feet

Material used in seal ☐ Cement grout ☒ Puddling clay

6. LOCATION OF WELL

Sketch map location must agree with written location.



10.

Work started Sep, 20, 1968 Finished Oct, 26, 1968

11. DRILLER'S CERTIFICATION

This well was drilled under my supervision and this report is true to the best of my knowledge.

Permit No. 30149 Well no. 31409 County Bannock
 Owner Howard Armstrong
 Address Armo, Idaho
 Driller F. W. Cagle
 Address Downey, Idaho
 Well location SW NW 15, 105, 36 E
 Size of drilled hole 12 inch straight through
 Total depth of well 230

Locate well in section

NW 1/4	NE 1/4
SW 1/4	SE 1/4

035102

Give depth to standing water from the ground 91 ft Water temp. _____ °Fahr.

On "Pumping Test" delivery was 1250 g.p.m. or _____ c.f.s. Drawdown was 6 feet.

Size of pump and motor used to make test 10 in Bawls & 8 in Columns 500 H.P. Eng

Length of time of test 5 hours _____ minutes.

If flowing well, give flow _____ c.f.s. or _____ g.p.m. and of shut off pressure _____

If flowing well, described control works _____

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for irrigation Weight of casing per lineal foot 5/16 = 12 inch

Thickness of casing 5/16 Casing material Steel
(STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 12 inch 10
(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	Remarks—seals, grouting, etc.

Number and size of perforations 5-1/2 by 6 located 90 feet to 200 feet from ground

Date of commencement of well Aug, 21 1961 Date of completion of well Aug, 29, 1961

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[illegible]

This well was drilled under my supervision and the above information is true and correct to the best of my knowledge and belief.

Signed H. W. Cagle
By _____

Dated Aug 30, 1961.

License No. 169

79907

ESPA Ground Water Rights Transfer Spreadsheet Data Summary

TRANSFER NO: 29-7006 PREPARED BY: Jason C. Helms, P.E.
 TRANSFER NAME: Idaho Water Co. DATE: 3/2/2015
 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
29-7006	1/10/1968		

HISTORIC BENEFICIAL USE:

Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (afa/yr)	Total (af/yr)
29-7006	119	342.9	342.86

MODEL CELL LOCATIONS:

	TO WELL	FROM1 W	FROM2 W	FROM3 WELL
ROW	79	95	0	0
COLUMN	108	119	0	0

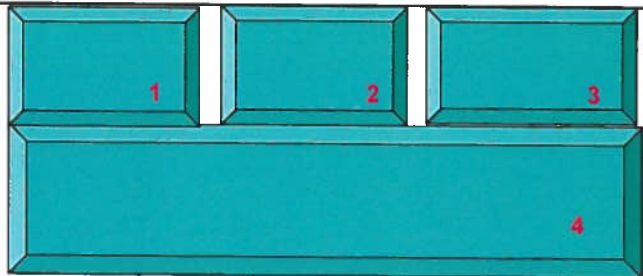
	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester (af/trimester)		
TO Well (Projected Use)	Winter Spring	1967 2015	Winter Summer	2014 2117	0.0 342.9	0.0 114.3	0.0 119.0	No use prior to transfer New use begins spring, 2015
FROM1 Well (With Transfer)	Winter Spring Spring Spring Spring Spring	1967 1968 1972 1998 2002 2015	Winter Winter Winter Winter Winter Summer	1967 1971 1997 2001 2014 2117	0.0 0.0 342.9 342.9 0.0 0.0	0.0 0.0 114.3 114.3 0.0 0.0	0.0 0.0 119.0 119.0 0.0 0.0	No use before priority date of water right Lag start of use to account for tributary effects ESPA depletions begin on priority date + 4 year lag Enters CRP however 4 year lag for tributary effects Credits from CRP non-use begin to accrue Non-use credits continue with approval of transfer
FROM1 Well (Without Transfer)	Winter Spring Spring Spring Spring Spring	1967 1968 1972 1998 2002 2015	Winter Winter Winter Winter Winter Summer	1967 1971 1997 2001 2014 2117	0.0 0.0 342.9 342.9 342.9 342.9	0.0 0.0 114.3 114.3 114.3 114.3	0.0 0.0 119.0 119.0 119.0 119.0	No use before priority date of water right Lag start of use to account for tributary effects ESPA depletions begin on priority date + 4 year lag Enters CRP however 4 year lag for tributary effects Baseline authorized impacts continue without transfer Authorized depletions continue without transfer
FROM2 Well (With Transfer)								not used
FROM2 Well (Without Transfer)								not used
FROM3 Well (With Transfer)								not used
FROM3 Well (Without Transfer)								not used

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

TRANSFER NO:
29-7006

"UPDATE DATES" BUTTON

YEAR 1967

TRANSFER NAME:

SEASON WINTER

Idaho Water Co.

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	79	95		
COLUMN	108	119		

29-7006

1/10/1968

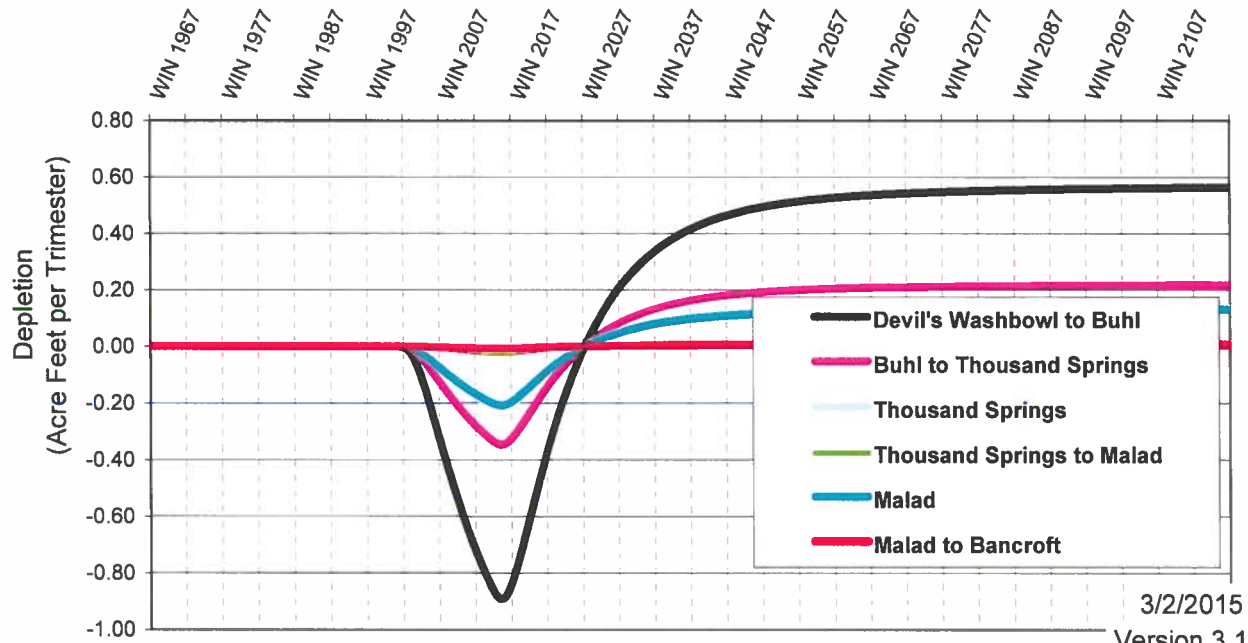
342.9

T4SR31E-31		Portneuf-I86		Total			
				342.9			
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	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
WIN 1967	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1968	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1969	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1972	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 1972	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 1972	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 1973	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 1997	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 1997	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 1997	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 1998	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 1998	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 1998	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 1999	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 1999	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 1999	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 2000	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 2000	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 2000	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 2001	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SUM 2001	0.00	114.29	114.29	0.00	0.00	0.00	0.00
WIN 2001	0.00	114.29	114.29	0.00	0.00	0.00	0.00
SPR 2002	0.00	0.00	114.29	0.00	0.00	0.00	0.00
SUM 2002	0.00	0.00	114.29	0.00	0.00	0.00	0.00
WIN 2002	0.00	0.00	114.29	0.00	0.00	0.00	0.00
SPR 2003	0.00	0.00	114.29	0.00	0.00	0.00	0.00
SPR 2014	0.00	0.00	114.29	0.00	0.00	0.00	0.00
SUM 2014	0.00	0.00	114.29	0.00	0.00	0.00	0.00
WIN 2014	0.00	0.00	114.29	0.00	0.00	0.00	0.00
SPR 2015	114.29	0.00	114.29	0.00	0.00	0.00	0.00
SUM 2015	114.29	0.00	114.29	0.00	0.00	0.00	0.00
WIN 2015	114.29	0.00	114.29	0.00	0.00	0.00	0.00
SPR 2016	114.29	0.00	114.29	0.00	0.00	0.00	0.00
SPR 2117	114.29	0.00	114.29	0.00	0.00	0.00	0.00
SUM 2117	114.29	0.00	114.29	0.00	0.00	0.00	0.00

ESPA depletions begin
on priority date + 4
years associated with
tributary lag

Lane entered CRP
10-1-1997 + 4 years
associated with tributary
lag

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

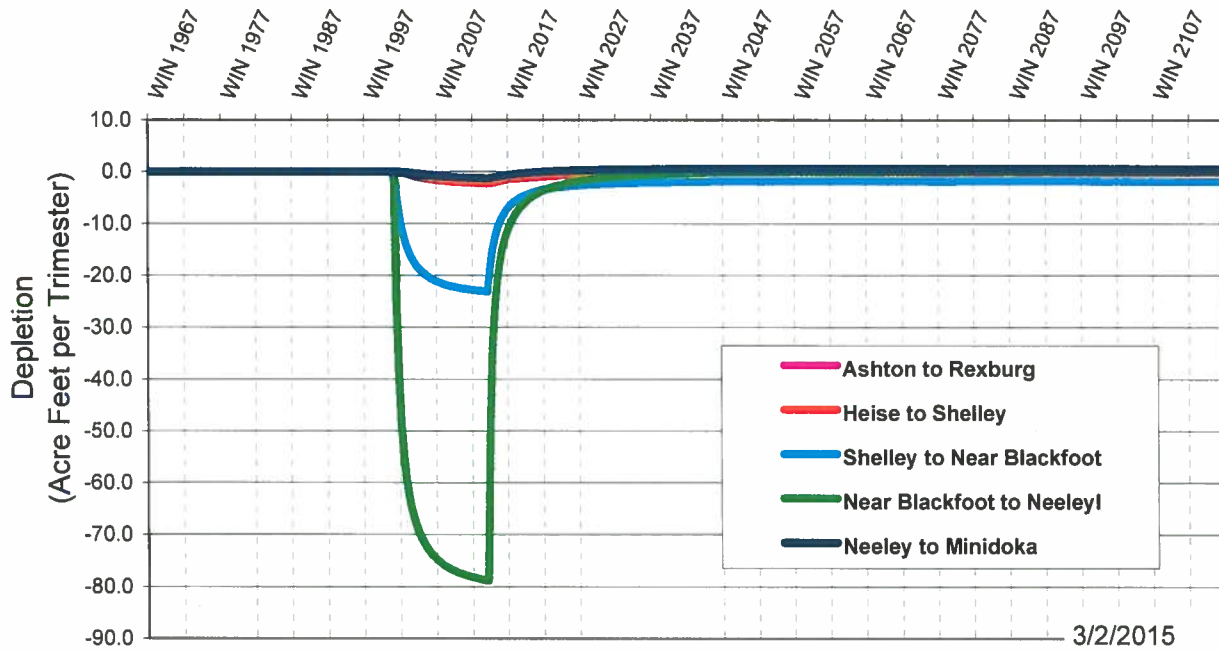


Customer Name: Idaho Water Co.

Transfer No: 29-7006

3/2/2015
Version 3.1

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



3/2/2015
 Version 3.1

Customer Name: Idaho Water Co.

Transfer No: 29-7006