

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 79844**RECEIVED****FEB 13 2015**Department of Water Resources
Eastern Region

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 13 2015

Department of Water Resources
Eastern Region

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

Delbert Helms
Print Name and Title if applicable

2/11/15
Date

Delbert Helms
Signature of Applicant or Authorized Representative

Delbert Helms
Print Name and Title if applicable

2/11/15
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 10% of historical impacts for all reaches comprising more than 10% of total depletion. 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	1.47 / 576.2	Irrigation	04/01 to 10/15	Ground Water - ESPA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.47 cfs and/or 576.2 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.47 cubic feet per second and/or 576.2 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 #
y		SW	SW	NW	20	06S	29E	Power	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	
06S	29E	20		40	40		40	40	40	40									240
Total Acres (for irrigation use)																			240ppu

Total irrigation associated with this water right will be limited to 200.0 acres within the proposed 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 wheel lines. Power consumption coefficient proposed and adequate provision will be included to allow installation of a meter if required by IDWR.
- b. Who owns the property at the point(s) of diversion? Monty & Carolene Funk
 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

APPLICATION FOR TRANSFER OF WATER RIGHT ATTACHMENT WSB: TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an [Application to Lease a Water Right to the Water Supply Bank](#) form, or they can request early termination of their lease contracts by completing a [Request to Release a Water Right from the Water Supply Bank](#) form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department's state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the 'Search Water Rights' option on the Department's internet page at www.idwr.idaho.gov or by contacting any Department office.

Water Right Number	Lease Contract Expiration Date	Water Right Quantities Leased to the Bank			Map Attachment 7B Clearly Identifies Idled Place of Use at New Location
		Rate (cfs)	Volume (AF)	Acres	
29-7006	12/31/2015	2.53	994.0	345.0	Attached? ☐ or No Change ☒
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐

Is the ownership of the water right(s) leased to the Bank being changed? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a [Lessor Designation](#) form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).

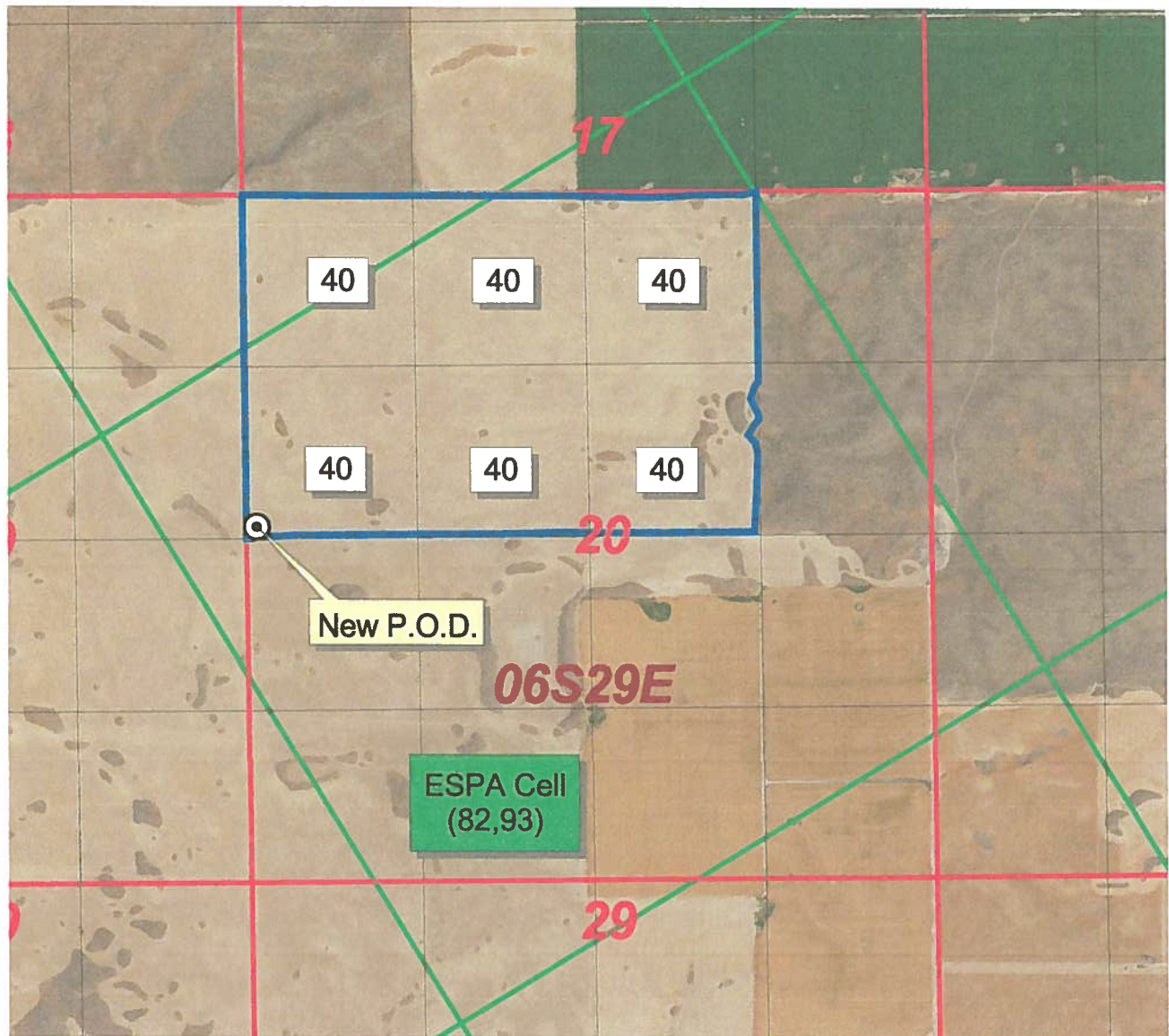
Additional Information:

Request to release water right from the water supply bank sent to water resource board. New use will not occur until formally released.

Agency Use Only: Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.

Application for Water Right Transfer

Proposed Point of Diversion & Place of Use



JCH - 02/10/2015

2013 NAIP Aerial Photo

0.25 0 0.25 0.5 0.75 Miles

⊙ Proposed New Point of Diversion

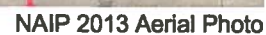
▭ Proposed New Permissible Place of Use
240.0 Total Acres

▭ Sections
▭ ESPA Model Grid
▭ 40s (Power County)



Attachment #7a

79844



Narrative in Support of Transfer 29-7006

Evaluation of tributary aquifer source to ESPA transient impacts

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

Date: February 10, 2015

Transfer Applicant: Idaho Water Company, LLC

Water Right: 29-7006 Priority: 1/10/1968 Transfer: 1.47cfs, 576.2afa, 200ac

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

Proposed POD: Twp. 6S, RNG. 29E, Sec. 20 Proposed ESPA Model Cell: 82,93

This transfer seeks to change the point of diversion and place of use for a 200 acre portion of existing water right 29-7006 to a new well 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 point of diversion downstream 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.

Incorporation of the calculated time lag associated with the historical impacts of the existing water right within the Marsh Valley Aquifer, the ESPA Transfer Spreadsheet analysis was modified to show 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 effect. This is largely related to the extended period of protected non-use which has allowed the historical impacts of pumping to stabilize. Additional impacts are created within the Neeley to Minidoka and Devil's Washbowl to Buhl reaches of the Snake River, however, these impacts are mitigated by upstream reach gains generated by the transfer within the Shelley to Near Blackfoot and Near Blackfoot to Neeley reaches which are the only model reaches representing more than 10% of the total impacts of the transfer.

List of Attachments:

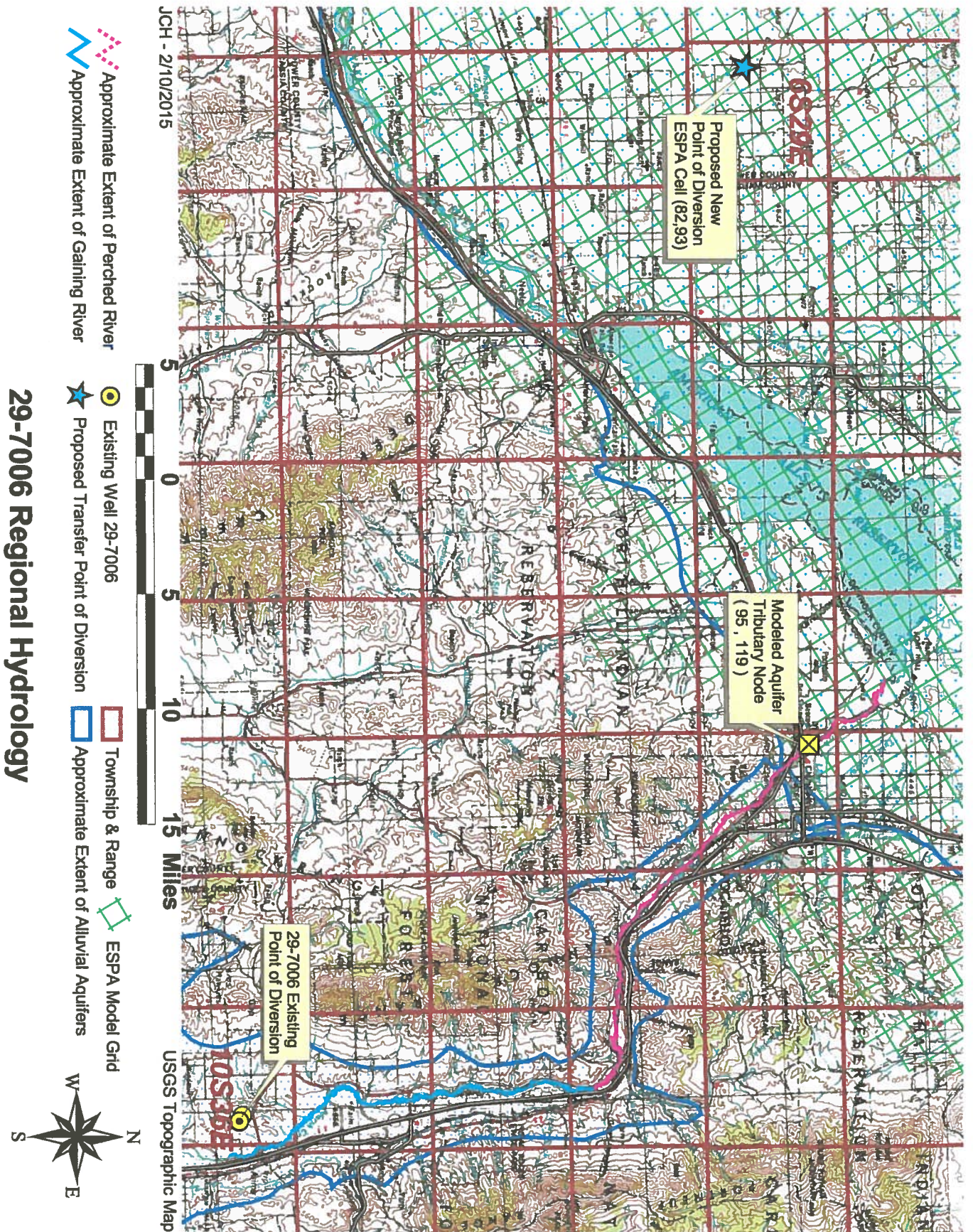
- Figure 1: (Map) 29-7006 Regional Hydrology
- Figure 2: (Map) 29-7006 Local Hydrology"
- Figure 3: (Table) Ground Water & Surface Water Travel Time
- Attachment #5a: (Table) ESPA Impact Analysis - Summary
- Attachment #5b: (Table) ESPA Impact Analysis - Data Entry
- Attachment #5c: (Charts) ESPA Impact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

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.

FIGURE 1



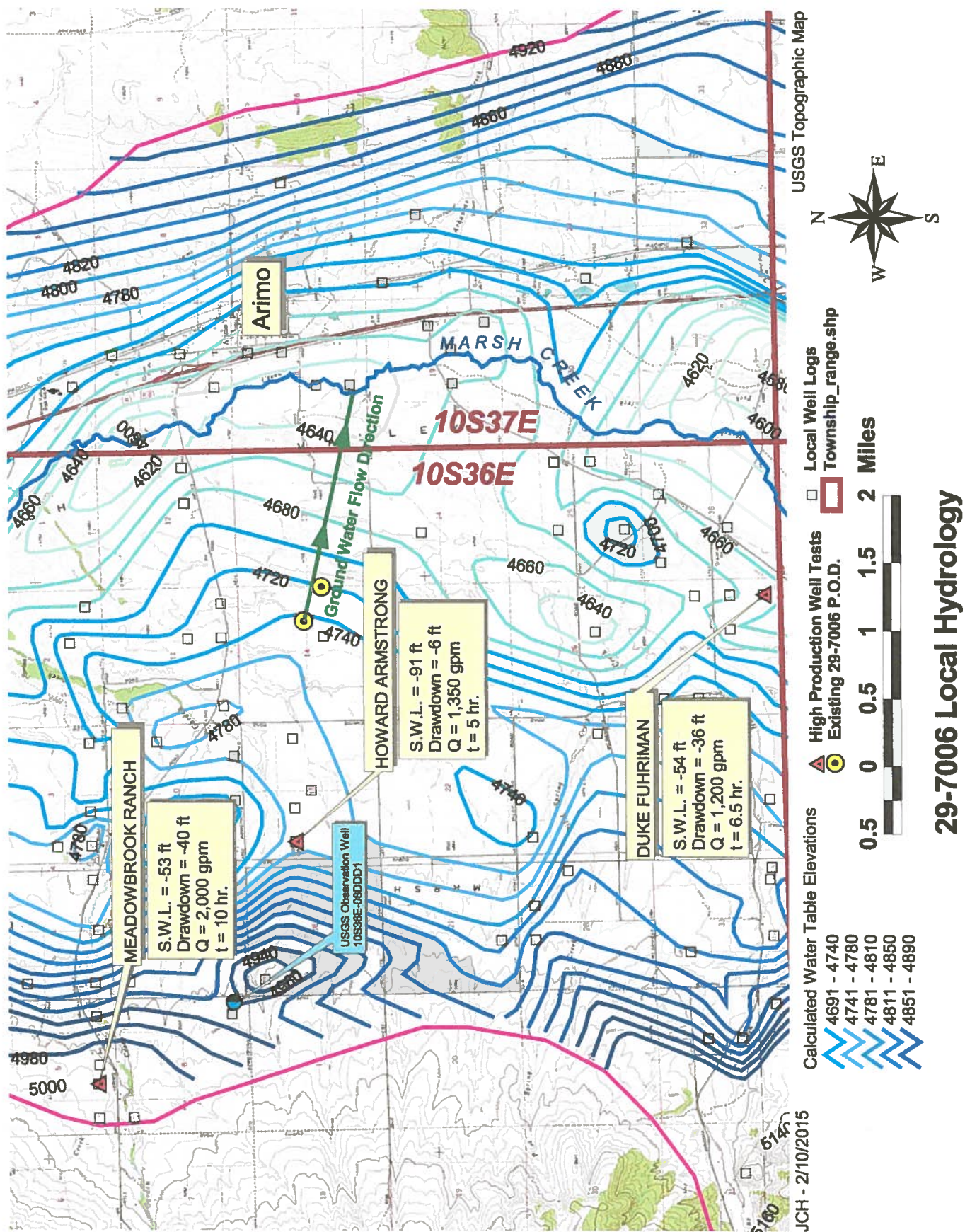


FIGURE 2

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

ESPA Ground Water Rights Transfer Spreadsheet Data Summary

TRANSFER NO: 29-7006 PREPARED BY: Jason C. Helms, P.E.
 TRANSFER NAME: Idaho Water Co, LLC DATE: 2/10/2015
 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	200	576.2	576.23

MODEL CELL LOCATIONS:

	TO WELL	FROM1	FROM2	FROM3 WELL
ROW	82	95	0	0
COLUMN	93	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 Winter	2014 2117	0.0 576.2	0.0 192.1	0.0 200.0	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 Winter	1967 1971 1997 2001 2014 2117	0.0 0.0 576.2 576.2 0.0 0.0	0.0 0.0 192.1 192.1 0.0 0.0	0.0 0.0 200.0 200.0 0.0 0.0	No use before priority date Lag start of use to account for tributary effects Depletions begin on priority date plus 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 Winter	1967 1971 1997 2001 2014 2117	0.0 0.0 576.2 576.2 576.2 576.2	0.0 0.0 192.1 192.1 192.1 192.1	0.0 0.0 200.0 200.0 200.0 200.0	No use before priority date Lag start of use to account for tributary effects Depletions begins on priority date plus 4 year lag Enters CRP however 4 year lag tributary effect Baseline authorized impacts continue Authorized depletions continues 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 TR.

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**Cells this color are
set up for user entries**

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

TRANSFER NO:

29-7006

YEAR

1967

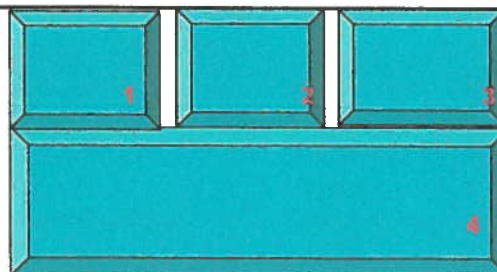
TRANSFER NAME:

SEASON

WINTER

3

Idaho Water Co, LLC



ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	82	95		
COLUMN	93	119		

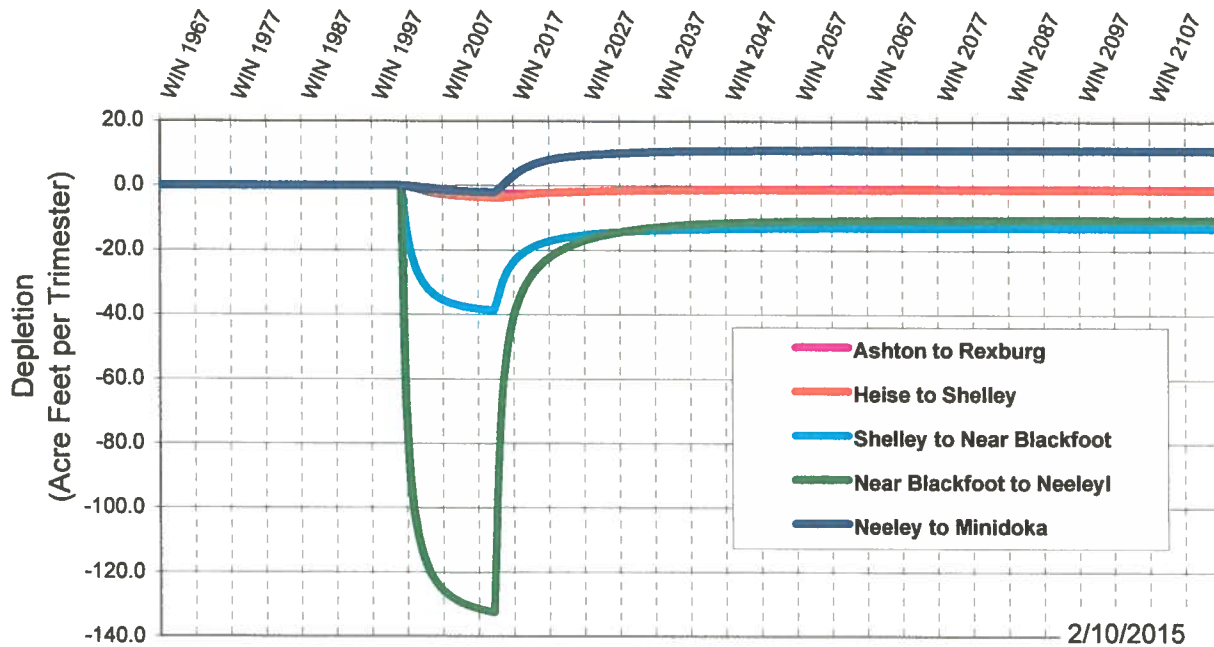
29-7006 1/10/1968 576.2

Funk-6S29E-20		186 x Portneuf R.		Total		576.2	
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use	With Transfer	Without Transfer	With Transfer	Without Trans	With Transfer	Without Trans
	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	AF/TRIMESTER	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	192.08	192.08	0.00	0.00	0.00	0.00
SUM 1972	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 1972	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 1973	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 1997	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SUM 1997	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 1997	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 1998	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SUM 1998	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 1998	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 1999	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SUM 1999	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 1999	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 2000	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SUM 2000	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 2000	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 2001	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SUM 2001	0.00	192.08	192.08	0.00	0.00	0.00	0.00
WIN 2001	0.00	192.08	192.08	0.00	0.00	0.00	0.00
SPR 2002	0.00	0.00	192.08	0.00	0.00	0.00	0.00
SUM 2002	0.00	0.00	192.08	0.00	0.00	0.00	0.00
WIN 2002	0.00	0.00	192.08	0.00	0.00	0.00	0.00
SPR 2003	0.00	0.00	192.08	0.00	0.00	0.00	0.00
SPR 2014	0.00	0.00	192.08	0.00	0.00	0.00	0.00
SUM 2014	0.00	0.00	192.08	0.00	0.00	0.00	0.00
WIN 2014	0.00	0.00	192.08	0.00	0.00	0.00	0.00
SPR 2015	192.08	0.00	192.08	0.00	0.00	0.00	0.00
SUM 2015	192.08	0.00	192.08	0.00	0.00	0.00	0.00
WIN 2015	192.08	0.00	192.08	0.00	0.00	0.00	0.00
SPR 2016	192.08	0.00	192.08	0.00	0.00	0.00	0.00
SPR 2117	192.08	0.00	192.08	0.00	0.00	0.00	0.00
SUM 2117	192.08	0.00	192.08	0.00	0.00	0.00	0.00

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

Land Entered CRP
10-1-1997 + 4 years
associated with
tributary lag

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



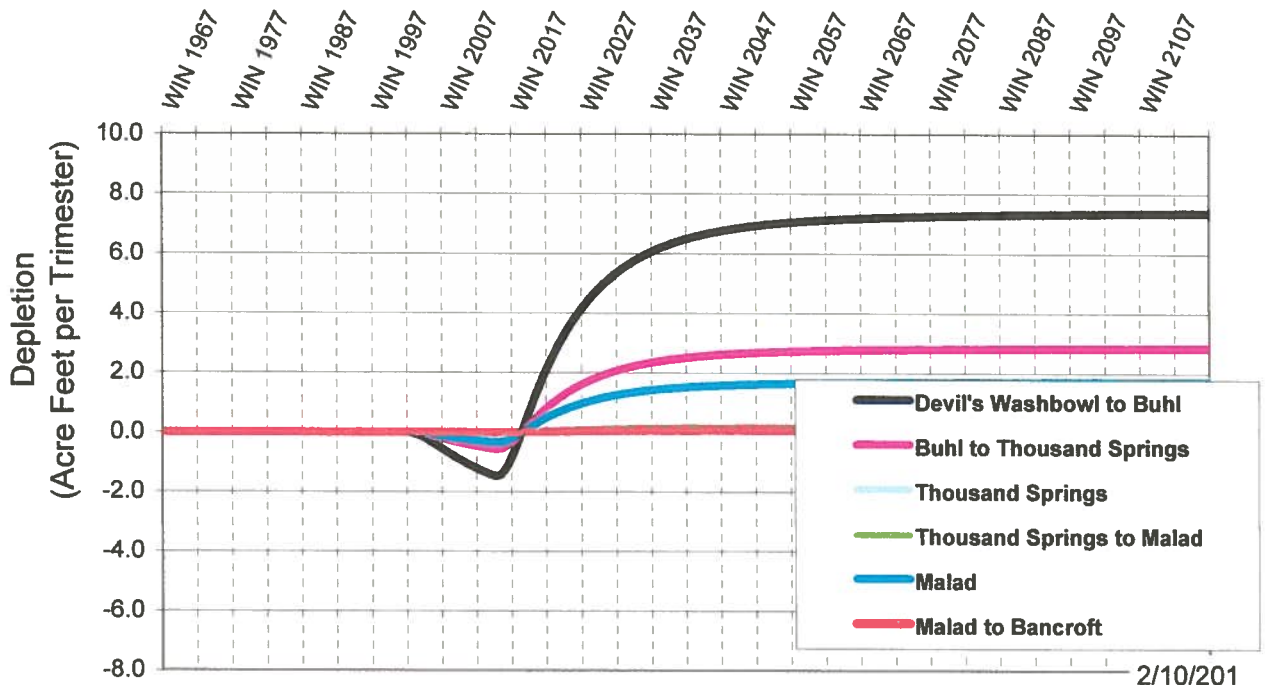
2/10/2015

Version 3.1

Customer Name: Idaho Water Co, LLC

Transfer No: 29-7006

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



Customer Name: Idaho Water Co, LLC

Transfer No: 29-7006

2/10/201
Version 3.1

USE TYPEWRITER OR
BALL POINT PEN

State of Idaho
Department of Reclamation

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JUL 6 1970

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer
within 30 days after completion or abandonment of the well.

1. WELL OWNER

Name Duke Furukawa
Address Downey Idaho
Owner's Permit No. 29-7043

7. WATER LEVEL

Static water level 54 feet below land surface
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Temperature _____ ° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning)

8. WELL TEST DATA

☒ Pump ☐ Bailor ☐ Other

Discharge G.P.M.	Draw Down	Hours Pumped
<u>1200</u>	<u>90</u>	<u>642</u>

3. PROPOSED USE

☐ Domestic ☒ Irrigation ☐ Test
☐ Municipal ☐ Industrial ☐ Stock

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
<u>10</u>	<u>Top</u>	<u>20</u>	<u>clay & gravel</u>		
<u>16</u>	<u>20</u>	<u>70</u>	<u>gravel & boulders</u>		
	<u>70</u>	<u>80</u>	<u>good large gravel</u>	☒	
	<u>80</u>	<u>85</u>	<u>white clay</u>		
	<u>85</u>	<u>128</u>	<u>good gravel & lite</u>	☒	

4. METHOD DRILLED

☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole _____ inches Total depth _____ feet
Casing schedule: ☐ Steel ☐ Concrete

Thickness	Diameter	From	To
<u>1/4</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 4 inches

Number	From	To
<u>60</u> perforations	<u>70</u> feet	<u>80</u> feet
<u>284</u> perforations	<u>85</u> feet	<u>128</u> 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 15 feet
Material used in seal ☐ Cement grout ☒ Puddling clay

70844

56400

1. DRILLING PERMIT NO. 29-94-E-097-DO
Other IDWR No. 29-08078

Other IDWR No. 29-08078

2. OWNER:

Name Meadowbrook Ranch
Address 10053 S. Marsh Creek Road
City McCammon State ID Zip 83250

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.



Twp. 10 North ☐ or South ☒
 Rge. 36 East ☒ or West ☐
 Sec. 5 SE $\frac{1}{4}$ SW $\frac{1}{4}$ $\frac{1}{4}$
 Gov't Lot _____ County Barnack

Address of Well Site _____

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. PROPOSED USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation
☐ Thermal ☐ Injection ☐ Other

5. TYPE OF WORK

☐ New Well ☒ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☐ Air Rotary ☒ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	

Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____

Was drive shoe seal tested? Y ☐ N ☐ How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
16"	263	317	302	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method Machine
☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Lines
60	110	3/8" x 3/4"	1/4"			☒	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

53 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices:

11. WELL TESTS:

☒ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
2,000 +	40	250	10:00 AM

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
16"	263	265	Sandy gravel	X	
"	265	290	Gravel with layers of clay	X	
"	290	294	Sand	X	
"	294	296	gravel	XX	
"	296	300	muddy gravel	X	
"	300	308	pea gravel	XX	
"	308	318	big gravel with layers of clay	X	
"	318	325	Sandy gravel	XX	
Gravel Packed Well to 283 How: Was well filled with gravel from 325 to 283? no granular space to pack					

RECEIVED

NOV 17 1994

NOV 03 1994

Department of Water Resources

May 08 1995

Eastern District Office

Completed Depth 283 (Measurable)
Date: Started Sept. 29, 94 Completed Oct. 27, 94

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name L. W. Frandsen & Sons Drilling Firm No. 354

Firm Official L. K. Frandsen Date 11-2-94

Supervisor or Operator Rickey Zander Date Nov. 2, 94

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

7 9 8 4 4

RECEIVED
MAR 29 1965

WELL LOG AND REPORT OF THE
STATE RECLAMATION ENGINEER OF IDAHO

Department of Reclamation

Permit No. 30149 Well No. 31409 County Bannock
Owner Howard Armstrong
Address Armo, Idaho
Driller J. W. Cagle
Address Downey, Idaho
Well location SW NW 15, 105, 36 E
N/S, R. E/W

Locate well in section

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

Size of drilled hole 12 inch straight through
Total depth of well 230

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

035102

On "Pumping Test" delivery was 1250 g.p.m. or _____ c.f.s. Drawdown was 16 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 1 D

(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.
<u>12 inch straight through</u>				

79844

WRS

Number and size of perforations 5 - 1/2 by 6 located 90 feet to 100 feet from ground

WELL LOG

[illegible]

WELL DRILLER'S STATEMENT

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

Signed

By-

79844

16a

IDAHO WATER COMPANY LLC

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 7th day of Jan 2015 by and between Del Kohtz of Idaho Water Company LLC (hereinafter "Seller") of 1135 Valley Rd., Eden, Idaho, 83325 and Monty Funk County Line of 7254 County Line Rd. American Falls, ID 83211 (hereinafter "Buyer"). The seller, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers 200 acres of Idaho Water Right #29-7006 and the water appurtenant thereto, for per acre. **No land is included in this agreement**

2. The total purchase price shall be \$ The balance of the purchase price shall be paid on the closing date described in paragraph 5 below, less 15% down payment paid at signing. Payment of \$ paid at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.

4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for the contract to Seller shall take place at the law offices of Holden, Kidwell, Hahn and Crapo, Idaho Falls, Idaho within thirty days of Buyers receipt

of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer and Water Right will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a change of ownership form will be signed by Idaho Water Co. LLC (Del Kohtz)

6. In the event of any suit 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. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

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. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money buyer has to pay, or the amount of water buyer receives.

11. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

12. Signing this Contract by Buyer gives Seller permission to transfer the water rights in this contract to buyer's point of diversion.

13. A Special Water Rights Deed of the form attached will be signed at closing for the transfer of ownership to Buyer.

OTHER PROVISIONS

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

SELLERS

Debra M. Longmeyer
Debra M. Longmeyer

BUYERS

Monte L. L.
County Line Farms

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 cancelation 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.

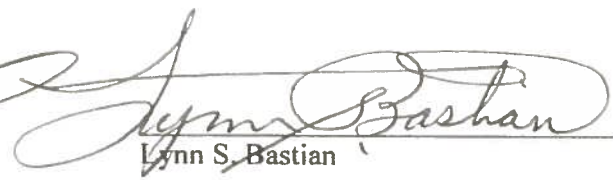
IN WITNESS WHEREOF the parties have caused their names to be subscribed effective on the date set forth above.

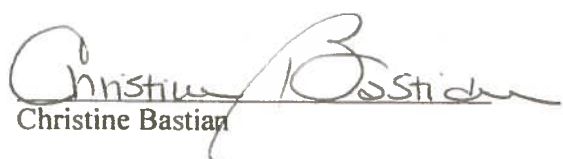
BUYER

SELLER

IDAHO WATER COMPANY, LLC

By 
Delbert G. Kohtz, Manager/Member

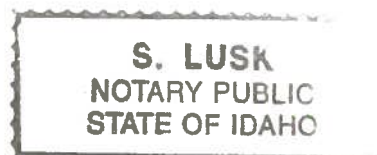

Lynn S. Bastian


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.

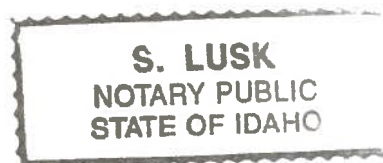
S. Lusk
NOTARY PUBLIC FOR IDAHO
Residing at: 3/15/16 Pocatello Id
My commission expires: 3/15/16



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 del
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 del
My commission expires: 3/15/16

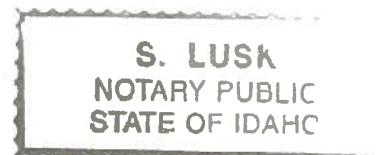


EXHIBIT A

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									
				NESW	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

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

2/13/2015

WATER RIGHT NO. 29-7006

<u>Owner Type</u>	<u>Name and Address</u>
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

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	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

79844

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									
				NESW	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.
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Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date: 4/1/1978

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 4/5/1968

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

79844

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): CHRISTINE BASTIAN
LYNN S BASTIAN

Lease Status: Active

Lease Amount: All

Rental Availability: All

Date Received: 2/24/2011

Lease Begin Date: 2/24/2011

Expiration Date: 12/31/2015

79844

RECEIVED

FEB 13 2015

Department of Water Resources
Eastern Region

February 13, 2015

Idaho Department Of Water Resources
Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Jason C. Helms, P.E.

JCH Engineering & Consulting
6755 N. Albert Lane
Idaho Falls, ID 83401
(208) 308-2109
jasoncivil@alumni.nd.edu

Re: Application For Transfer 29-7006 in the name of Idaho Water Company, LLC

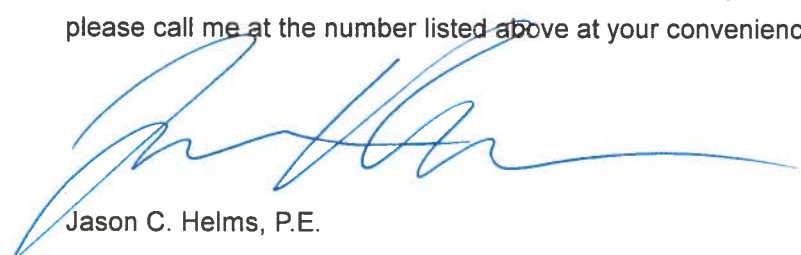
To Whom It May Concern,

Please find attached an application for transfer seeking a change in place of use and point of diversion for a portion of existing water right 29-7006. Essentially, the transfer seeks to move water rights authorizing irrigation of 200.0 acres within Bannock County tributary to the Eastern Snake River Plain Aquifer to land owned by Monty and Carolene Funk of County Line Farms.

An ESPA Transfer spreadsheet analysis was performed, and calculated changes to ESPA river reaches all appear to be less than 10% of total historical impacts. Full details of the ESPA Transfer Spreadsheet simulation and results are attached.

The applicant is Idaho Water Company, LLC (IDWC) and I have also attached an Option Agreement For Purchase and Sale of Real Property between IDWC and Lynn and Christine Bastian demonstrating IDWC has the authority to make the proposed change. I have also attached an Agreement For Purchase and Sale of a 200 acre portion of water rights 29-7006 between IDWC and Monty Funk allowing the proposed transfer. This arrangement should allow Idaho Water Company to coordinate with IDWR transfer processing more quickly. Any ownership change will be filed following formal transfer approval and final closing. I believe you have received the \$580 processing fee under different cover.

As always, if you have any questions or would find any GIS information shown helpful with processing please call me at the number listed above at your convenience. Thanks,



Jason C. Helms, P.E.

cc: Del Kohtz (Idaho Water Company, LLC)

Attachments

- Transfer 29-7006 (1.47 cfs / 573.2 afa / 200.0 ac) to 6S,29E-20
- Narrative in Support of Transfer (Dated 02/10/2015)
- Agreements Allowing Water Right Transfer (2)