

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED**FEB 12 2015**

Department of Water Resources

An application for transfer must be prepared in accordance with the minimum requirements listed below to be accepted 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) Lloyd Ray Barzee

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 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: _____

79819

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 12 2015

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Lloyd Ray Barzee Phone _____
Mailing address 1577 N 1950 E, Terreton, ID 83450 Email _____

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

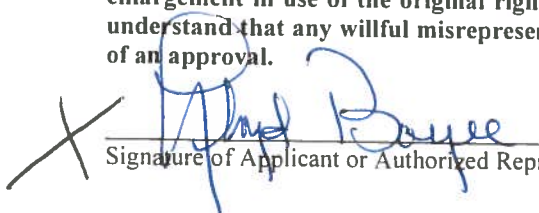
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

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

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


Signature of Applicant or Authorized Representative

Lloyd BARZEE
Print Name and Title if applicable

2 12 15
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
The applicant would like to split water right 31-12048 and add/change the point of diversion for the split portion. This will allow for the split portion of this water right (51 acres, 1.02 cfs) to be traded to Mud Lake Water Users for equal shares in the company. The applicant & MLWU have an agreement to do so upon the approval of this transfer.

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 ☐ ☒	31-12048	1.02 / 153	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.02 cfs and/or 153 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.02 cubic feet per second and/or 153 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 #
			SW	SE	25	07N	35E	Jefferson	Ground Water	

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	
Total Acres (for irrigation 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:
The remaining portion of 31-12048 will continue to be diverted through an existing pivot. The split portion of the water right will be diverted from a well already owned by MLWU into their existing canal system. Both ~~new~~ rights would continue to be administered by Water District 110.
- b. Who owns the property at the point(s) of diversion? Mr. Barzee and MLWU
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attachment.
- 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:

- 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:

- 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:

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: 31-12048

1. amount 1.02cfs / 153 AF (cfs/ac-ft) for Irrigation purposes from 04/01 to 11/01
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
 amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

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

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by Date Preliminary check by Date

Fee paid 1580.⁰⁰ Date 2-12-2015 Received by u Receipt # E040641

Add'l fee paid _____ Date _____ Received by AS Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

ESPA Analysis

A centroid of wells providing water to the Mud Lake Water User's east canal is located in an adjacent cell to the existing POD if the model grid positioning is shifted slightly.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/22/2015

Water Right 31-12048

Owner Type **Name and Address**
Current Owner LLOYD RAY BARZEE
 1577 N 1950 E
 TERRETON, ID 83450
 (208)663-4558

Current Owner JEWEL BARZEE
 1577 N 1950 E
 TERRETON, ID 83450

Priority Date: 7/31/1979

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	3.600 CFS	540.0 AF
	<u>Total Diversion</u>		3.600 CFS	540.0 AF

Source and Point(s) of Diversion

GROUND WATER NENENW Sec. 14, Twp 06N, Rge 35E, JEFFERSON County

Place Of Use

IRRIGATION within JEFFERSON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	35E	11											38.0						38.0
06N	35E	14					31.0	38.0	38.0	35.0									142.0

POU Total Acres: 180.0

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.

Combined Use Limits

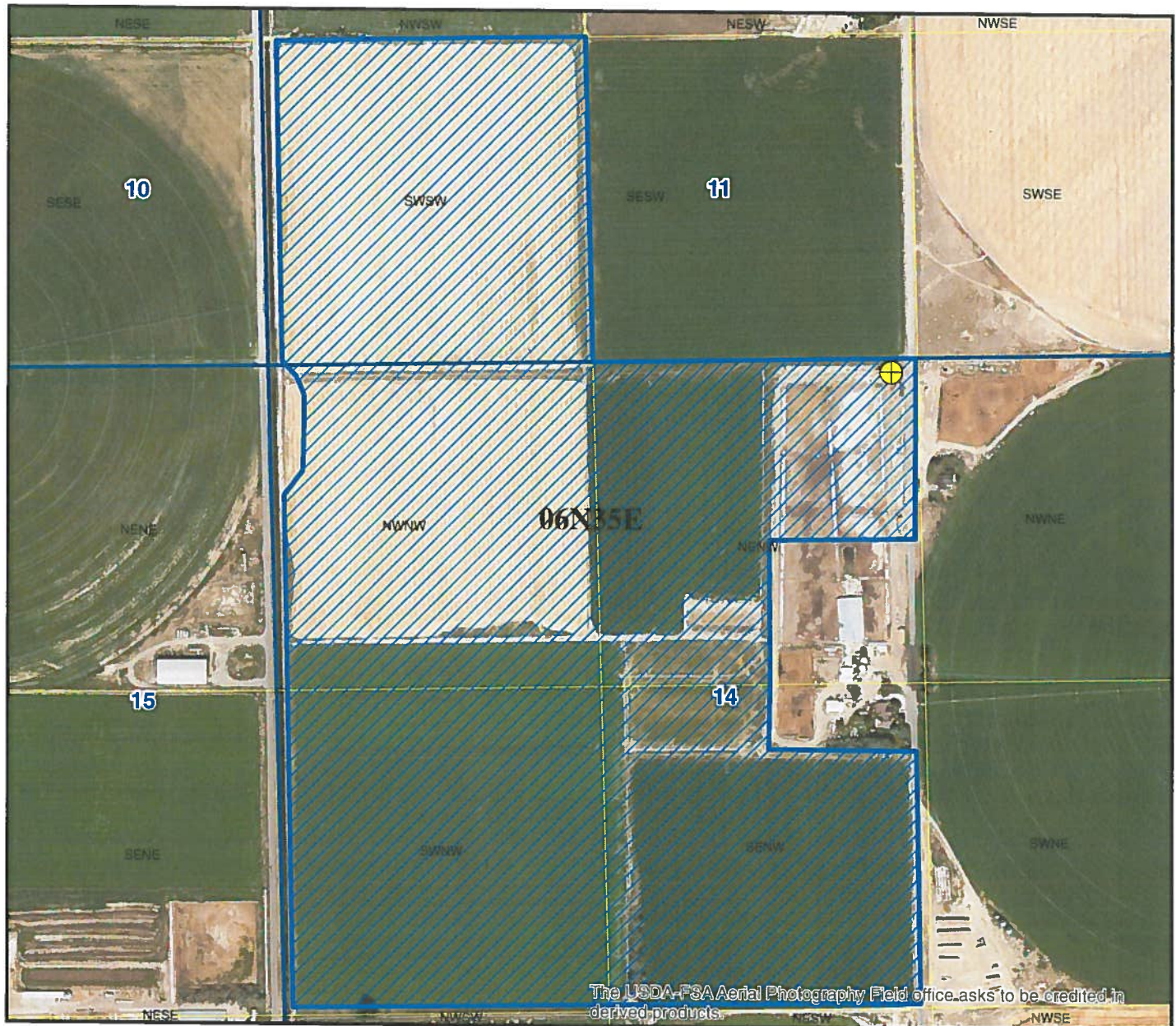
N/A

SubCase:

N/A

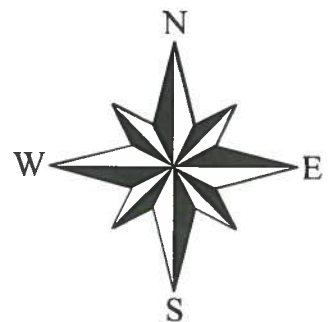
Water Supply Bank:

Water Right 31-12048 Current Water Use



Legend

- ⊕ 31-12048 Point of Diversion
- ▨ 31-12048 Place of Use
- ▭ Township/Range
- ▭ Sections
- ▭ QQ

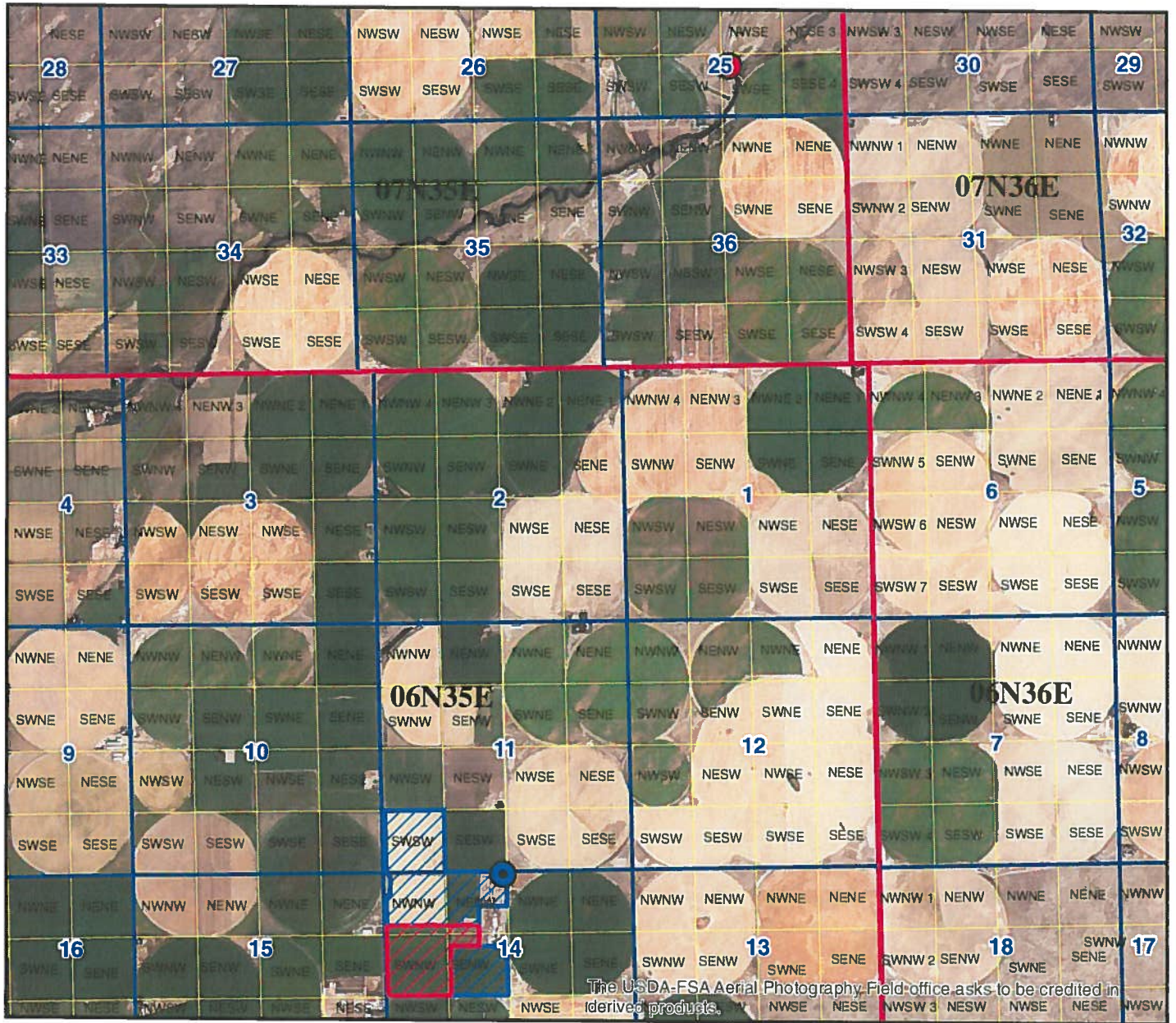


0 0.1 0.2 0.4 Miles

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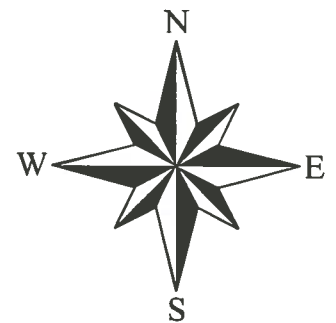
Imagery: 2013 NAIP
Idaho Department of Water Resources
Map Prepared by Heather Bohac, February 11, 2015

Water Right 31-12048 Proposed Water Use



Legend

- 31-12048 Split Portion Point of Diversion
- 31-12048 Point of Diversion
- 31-12048 Split Portion Place of Use
- 31-12048 Place of Use
- Township/Range
- Sections
- QQ



0 0.5 1 2 Miles

79819

Imagery: 2013 NAIP

Idaho Department of Water Resources

Map Prepared by Heather Bohac, February 11, 2015

AGREEMENT REGARDING WATER RIGHTS

THIS AGREEMENT REGARDING WATER RIGHTS (this "Agreement") is made and entered into this ____ day of May, 2014 (the "Effective Date"), by and between Mud Lake Water Users, Inc., an Idaho corporation, whose address is PO Box 68, Terreton, Idaho 83450 (hereinafter "MLWU"), and the Lloyd Ray Barzee and Jewel Barzee, husband and wife, whose address is 1577 N. 1950E., Terreton, Idaho 83450 (hereinafter collectively "Barzee"). MLWU and Barzee are individually a "Party" and together the "Parties".

RECITALS:

A. MLWU is a canal company existing under Idaho which provides irrigation water to its stockholders. MLWU only delivers water within the authorized service area of its water rights.

B. Barzee is the owner of certain property located within the service area of MLWU. Barzee owns Water Right No. 31-12048, which allows for the diversion of 3.60 cfs of ground water for the irrigation of 180 acres.

C. Barzee desires to install a center pivot on their property, which will require reconfiguration of his ground water irrigation system. The newly configured pivot is depicted on **Exhibit 1**. Barzee also proposes to trade a portion of 31-12048 to MLWU in exchange for new shares of stock in MLWU pursuant to the terms and conditions of this Agreement.

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

AGREEMENTS:

1. Exchange of Ground Water Rights. Within thirty (30) days of the execution of this Agreement, MLWU agrees to issue to Barzee 51 shares of stock to be used in conjunction with 46 shares of stock already owned by Barzee to irrigate the property depicted in red on Exhibit 1. In exchange, Barzee will convey 51 acres of Water Right No. 31-12048 to MLWU pursuant to a special warranty deed attached hereto as **Exhibit 2** after the Transfer Application described in paragraph 3 below is approved in a manner reasonably satisfactory to MLWU.

2. MLWU Delivery System. MLWU acknowledges that its delivery system is capable of delivering water to the property depicted in red on Exhibit 1.

3. Transfer of Ground Water Rights.

(a) Transfer Application. Within 60 day of the execution of this Agreement, Barzee shall, at their sole cost and expense, prepare or cause to be prepared an application for transfer of water right to be submitted to the Idaho Department of Water Resources ("Department") to move the 51-acre portion of 31-12048 in order to be authorized for diversion from either (1) MLWU's existing wells, or (2) a well location otherwise designated by MLWU. Barzee shall be responsible for payment of any filing fees required by the Department.

(b) Transfer Approval Contingency. The Parties expressly acknowledge and agree that performance under this Agreement is fully contingent upon the approval of the application for transfer by the Department in a manner reasonably satisfactory to MLWU, unless such contingency is waived by MLWU. In the event the Transfer Application is protested, MLWU shall have the option of voiding this Agreement or to pursue the matter as a contested case before the Department, in which case, MLWU shall be responsible for the legal costs associated with the contested case. If the transfer is not approved in a manner reasonably satisfactory to MLWU, such as where there is a reduction in diversion rate or irrigated acres, in the final transfer approval, this Agreement shall be null and void and of no further force or effect. In such event, Barzee shall return the 51 shares of stock issued to Barzee and Barzee may move the 51-acre portion of 31-12048 back to his property.

4. Closing.

(a) Closing Date. Closing on the 51-acre portion of 31-12048 shall occur within thirty (30) days of the date of a final order of the Department approving the Application for Transfer to be filed by Barzee (pursuant to paragraph 3 herein), and after the contingencies described in paragraph 3 are met. The closing shall occur at the offices of MLWU.

(b) Documents to be Delivered at Closing. At closing, Barzee shall deliver to MLWU: (i) a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 2**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the 51-acre portion of 31-12048 free and clear of encumbrances. The Parties understand that the result of the approved Transfer will be that the 51-acre portion of 31-12048 will be assigned a new identification numbers by IDWR, and that number shall then be included in the Deed.

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

5. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

"MLWU"

MUD LAKE WATER USERS, INC.

By:

Steve Stively
President, MLWU

"BARZEE"

Lloyd Barzee

Jewel Barzee

PROPOSED ACTION FOR LLOYD B. LEE

(Page 1 of 2)

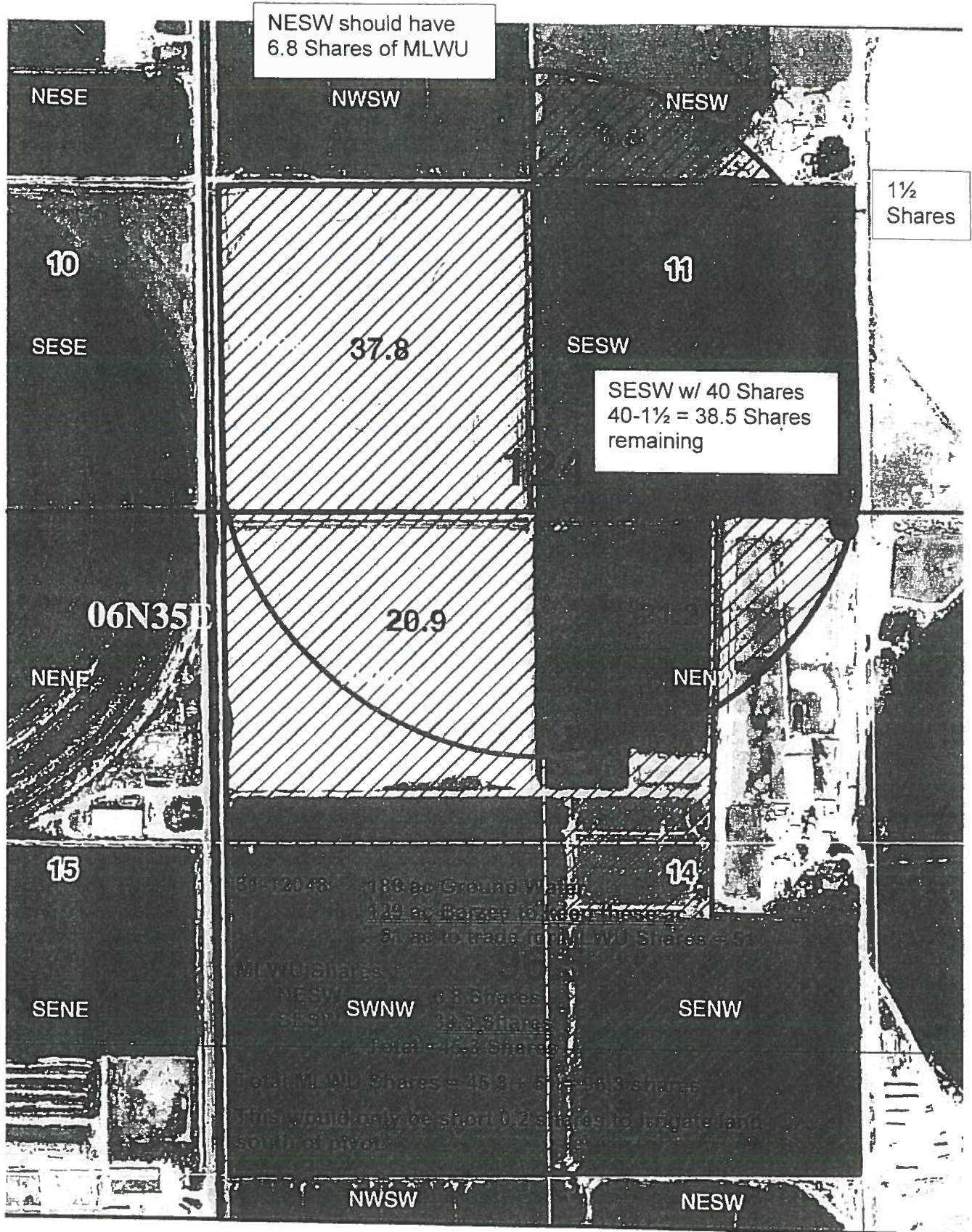


**Exhibit 2
FORM OF DEED**

Special Warranty Deed for Water Rights

Lloyd Ray Barzee and Jewel Barzee, husband and wife, whose address is 1577 N. 1950E., Terreton, Idaho 83450 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto Mud Lake Water Users, Inc., an Idaho corporation, whose address is PO Box 68, Terreton, Idaho 83450 (hereinafter "Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in the Water Rights or portions thereof described in Exhibit A hereto (collectively the "Water Right").

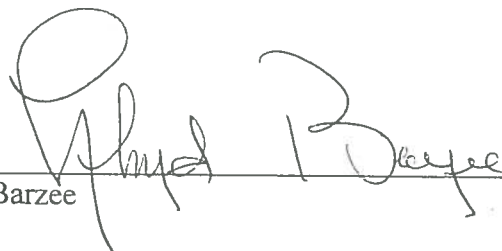
Grantor hereby covenants and warrants to Grantee as follows:

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

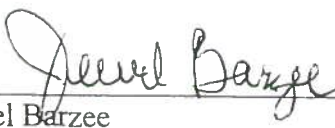
Grantor makes no other covenants or warranties as to the Water Right.

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

DATED this _____ day of _____, 2014.



Lloyd Barzee



Jewel Barzee

[NOTARY ADDED]

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

Idaho Department of Water Resources

WMIS

Water Management Information System

Quick Search:

Search Method

WMIS Number

WMIS Number

300081[For assistance_email WMIS Info](#)

You are logged in as HBOHAC

[Point Of Diversion](#) [PCC](#) [Flow Meter](#) [Time Clock](#) [Alternate](#) [Contacts](#) [Data Summary](#) [Other](#) [Logout](#)**Data Summary**

You are viewing 300081, A000885

Report Year	Alternate	FM	PCC	Time Clock
2014			141.12	
2013			721.20	
2012			789.78	
2011			714.00	
2010			817.00	
2009			639.00	
2008			940.72	
2007			1031.00	
2006			994.27	
2005			723.70	
2004			932.60	
2003			1066.00	
2002			868.14	
2001			1166.26	
2000			844.22	
1999			827.50	
1998			792.70	
1997			711.37	

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