

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 79046**RECEIVED**

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

JAN 30 2015

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

Name of Applicant(s) LLOYD R. BARNES 2005 REVOCABLE TRUST**Check whether each item below is attached (Yes) or not applicable (N/A) for the proposed transfer.****Yes N/A** *Means the item is always required and must be included with the application.

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

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

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

JAN 30 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant LLOYD R. BARNES 2005 REVOCABLE TRUST Phone _____
Mailing Address 206 POLO CLUB LANE, BELLEVUE ID 83313 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 FRITZ X HAEMMERLE Phone 208-578-0520
Mailing Address 400 S MAIN ST STE 102
PO BOX 1800 , HAILEY ID 83333 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



Print Name and Title if applicable

1/23/15
Date

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1.	Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
	37-2639B	Yes	Yes	Yes	No	No	No

Associated Right(s): 37-21616 , 37-21738

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

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

This property has an authorized use from the right. The well is currently on another property. The purpose of this transaction is to obtain a POD on my property from a well which I will have drilled. The location of the well is on the map.

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT TO A SEPARATE SYSTEM, DESCRIBE PORTIONS TO BE CHANGED TO A SEPARATE SYSTEM AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. Detailed Water Right Description(s) Attached labeled Part 1.

Summary of Water Rights After the Approved Change

Transferred Right (All or Part)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	Original Right (Remaining Portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
37-22905	0.310 cfs	28.7 af	N/A	8.2	37-2639B	0.490 cfs	44.8 af	N/A	12.8

COMBINED TOTALS

0.310 cfs 28.7 af N/A 8.2 N/A N/A N/A N/A

2. Total amount of water proposed to be transferred or changed 0.31 cubic feet per second and/or _____ acre-feet per annum

3. Points(s) of Diversion:

☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)

☒ As shown in Part 1.

☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

4. Place of Use:

☐ No changes to place of use are proposed. (Proceed to #5.)

☒ As shown in Part 1.

☐ See Attachment.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Unchanged Portion After Requested Changes**

Original Water Right No. 37-2639B

Current Water Right Owner

BROADFORD POLO
SUBDIVISION OWNERS
ASSN
C/O DON MILLER
201 POLO CLUB LN
BELLEVUE, ID 83313

Priority Date: 7/25/1966

Origin: Water Right

Basis: Decreed

Status Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	11/01	0.490 CFS	44.8 AFA	
Total Diversion			0.490 CFS	44.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER

NENE

Sec. 35 Twp 02N Rge 18E BLAINE County

Place of Use: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	18E	35	6.4			6.4													12.8

POU Total Acres: 12.8

**IDaho DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Split Portion After Requested Changes**

Proposed Water Right No. 37-22905

(Original Water Right No. 37-2639B)

Current Water Right Owner

LLOYD R. BARNES
REVOCABLE TRUST
206 POLO CLUB LANE
BELLEVUE, ID 83313

Priority Date: 7/25/1966

Origin: Water Right

Basis: Decreed

Status Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	11/01	0.310 CFS	28.7 AFA	
Total Diversion			0.310 CFS	28.7 AFA	

Source and Point(s) of Diversion:
GROUND WATER

~~NENE~~
SENE *

Sec. 35 Twp 02N Rge 18E BLAINE County

Place of Use: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	18E	35	5.6			2.6													8.2

POU Total Acres: 8.2

**Correction per letter from
Fritz Haemmerle dated 1-23-15,
and map attached to application.*

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 water will be diverted from a new well.

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

The Lloyd R. Barnes 2005 Revocable Trust, Lloyd Barnes Trustee

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
No, ☒ If Yes, ☐

Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

N/A

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

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes

☐☐☐☐

No

☒☒☒☒

undergone a period of five or more consecutive years of non-use,

currently leased to the Water Supply Bank,

currently used in a mitigation plan limiting the use of water under the right, or

currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

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

Current Water Right No. 37-2639B

Current Water Right Owner

BROADFORD POLO
SUBDIVISION OWNERS
ASSN
C/O DON MILLER
201 POLO CLUB LN
BELLEVUE, ID 83313

Priority Date: 7/25/1966

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	11/01	0.799 CFS	73.5 AFA	
Total Diversion			0.799 CFS	73.5 AFA	

Source and Point(s) of Diversion:

GROUND WATER

NENE

Sec. 35 Twp 02N Rge 18E BLAINE County

Place of Use: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	18E	35	12.0			9.0													21.0

POU Total Acres: 21.0

Conditions/Remarks:

1. 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. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
6. Right Nos. 37-2639B and 37-21616 are limited to the irrigation of a combined total of 21.0 acres in a single irrigation season.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2B

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.

Right Number: 37-2639B

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

[illegible]

Total Acres (for irrigation use)	8.2
----------------------------------	-----

☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.

☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

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

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

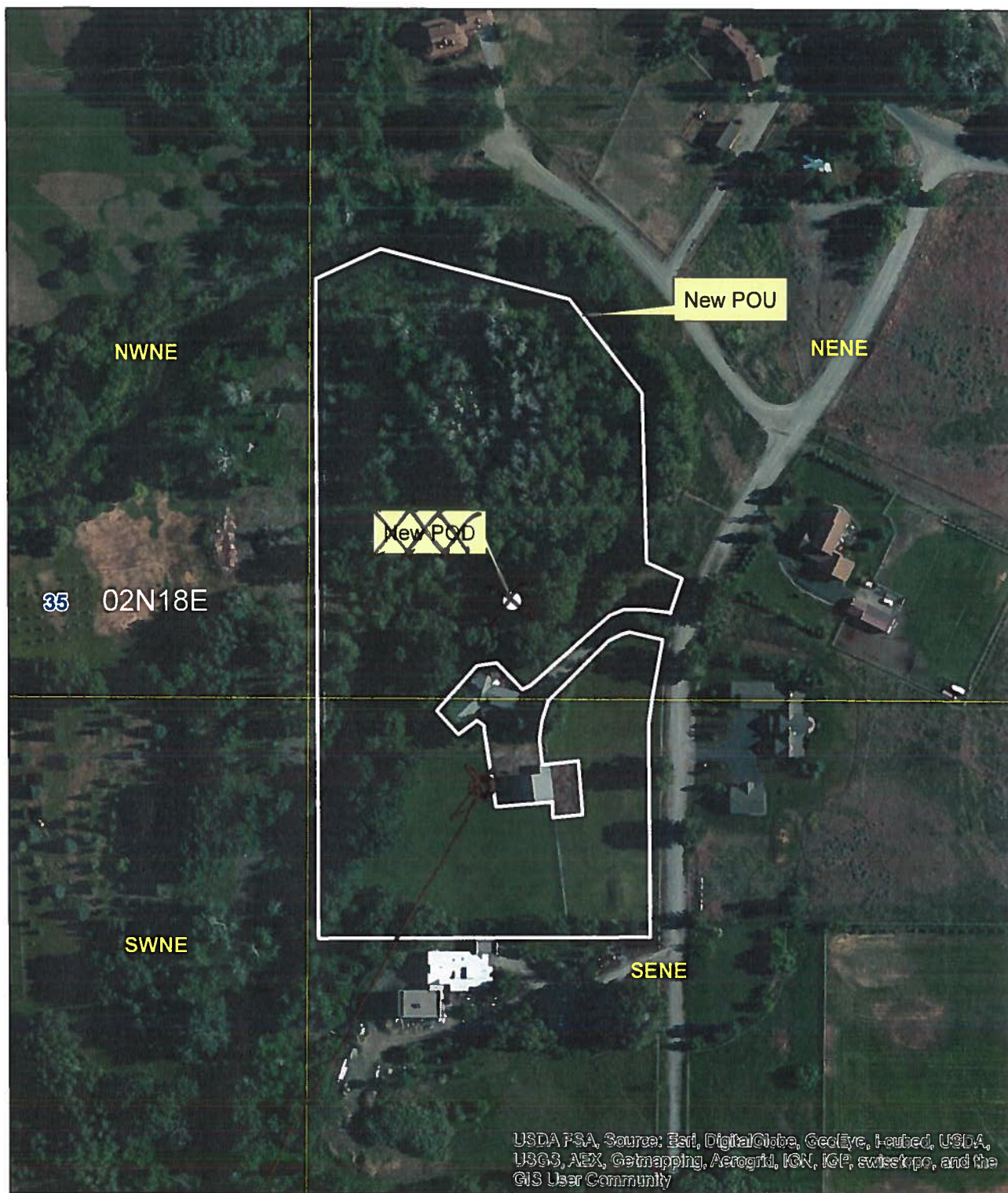
1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary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

Blank lined paper for writing.

Transfer Contains 9 pages and 1 attachments.

Received By _____ Date 1/30/2015 Prelim. Check By _____ Date _____
 Fee Paid \$500- Date 1/30/2015 Received By CS Receipt # 5034530
 Add'l Fee Paid \$100- Date 1/30/2015 Received By CS Receipt # 5034530
↳ ownership change fee

Idaho Department of Water Resources



Legend

- Township/Range
- Sections
- QQ

Lloyd Barnes Transfer
Proposed POU and POD

0 0.02 0.04 0.08 Miles

TRANSFER 79046

RECEIVED

JAN 30 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-02639B	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Broadford Polo Subdivision Owners Association
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): The Lloyd R. Barnes 2005 Revocable Trust, Lloyd R. Barnes Trustee
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 206 Polo Club Lane Bellevue ID 83313
Mailing address City State ZIP
- Telephone _____ Email _____
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: April 2, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Trustee 1/23/2015
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by CS Date 1/30/2015 Receipt No. S034530 Receipt Amt. \$100-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

TRANSFER 79046

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Lloyd R. Barnes
206 Polo Club Lane
Bellevue, ID 83313

Instrument # 617825

HAILEY, BLAINE, IDAHO
4-2-2014 04:37:54 No. of Pages: 1
Recorded for: HAEMMERLE & HAEMMERLE PLLC
JOLYNN DRAGE Fee: 10.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

JB

(Space Above Line for Recorder's Use)

AMENDED QUITCLAIM DEED

FOR VALUE RECEIVED, the Broadford Polo Subdivision Owners Association, (Grantor), does hereby convey, release, remise and forever quit claim unto the Lloyd R. Barnes 2005 Revocable Trust, Lloyd R. Barnes, Trustee, (Grantee) 206 Polo Club Lane, Bellevue, Idaho 83313, all right, title and interest in and to 8.2 acres of irrigation under any water, including, but not limited to, a portion of water right 37-02639B appurtenant to:

Lot 8, Block 3, of the Broadford Polo Subdivision, according to the official plat thereof, recorded as Instrument No. 266544, records of Blaine County.

This Amended Quitclaim Deed amends Blaine County Instrument No. 611393.

DATED this 2 day of April, 2014.

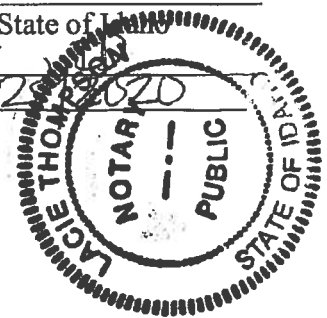


By: Lloyd R. Barnes, President
Broadford Polo Subdivision Owners Association

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 2nd day of April, 2014, before me, a Notary Public in and for said State, personally appeared Lloyd R. Barnes, Trustee of the Lloyd R. Barnes 2005 Revocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said Trust.

Lauri Thompson
Notary Public in and for the State of Idaho
Residing at Hailey
Commission expires 11/25/2020



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Lloyd R. Barnes
206 Polo Club Lane
Bellevue, ID 83313

Instrument # 617825

HAILEY, BLAINE, IDAHO
4-2-2014 04:37:54 No. of Pages: 1
Recorded for : HAEMMERLE & HAEMMERLE PLLC
JOLYNN DRAGE Fee: 10.00
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93

(Space Above Line for Recorder's Use)

AMENDED QUITCLAIM DEED

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Lot 8, Block 3, of the Broadford Polo Subdivision, according to the official plat thereof, recorded as Instrument No. 266544, records of Blaine County.

This Amended Quitclaim Deed amends Blaine County Instrument No. 611393.

DATED this 2 day of April, 2014.

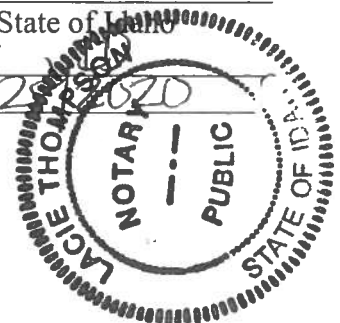


By: Lloyd R. Barnes, President
Broadford Polo Subdivision Owners Association

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 2nd day of April, 2014, before me, a Notary Public in and for said State, personally appeared Lloyd R. Barnes, Trustee of the Lloyd R. Barnes 2005 Revocable Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said Trust.

Lacie Thompson
Notary Public in and for the State of Idaho
Residing at Hailey
Commission expires 1/28/2020



POWER OF ATTORNEY

STATE OF IDAHO,)
) ss.
County of Idaho.)

KNOW ALL MEN BY THESE PRESENTS, that LLOYD R. BARNES, does hereby make, constitute, and appoint FRITZ X. HAEMMERLE, as the lawful attorney in fact for the LLOYD R. BARNES, and in his name, place, and on my behalf, and for its use and benefit:

1. To execute any and all documents, necessary for filing any water law forms including, but not limited to, transfer forms, with the Idaho Department of Water Resources.

2. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers herein granted;

3. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on this 26th day of September, 2014, and such rights, powers, and authority shall remain in full force and effect thereafter for a period not to ninety (90) days, unless earlier terminated by the undersigned.

DATED this 26th day of September 2014.



By: Lloyd R. Barnes

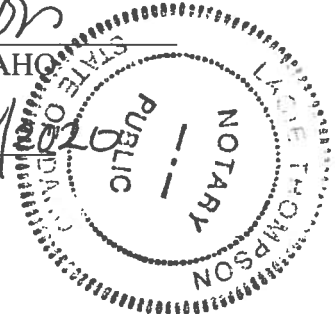
SUBSCRIBED AND SWORN TO before me this 26th day of September 2014.



NOTARY PUBLIC FOR IDAHO

Residing at: Hailey, ID

Commission Expires: 1/28/2020



SPECIFIC POWER OF ATTORNEY - 1

POWER OF ATTORNEY

STATE OF IDAHO,)
) ss.
County of Idaho.)

KNOW ALL MEN BY THESE PRESENTS, that LLOYD R. BARNES, as Trustee of THE LLOYD R. BARNES 2005 REVOCABLE TRUST, and as Amended and Restated, do hereby make, constitute, and appoint FRITZ X. HAEMMERLE, as the lawful attorney in fact for the LLOYD R. BARNES 2005 REVOCABLE TRUST, and in its name, place, and on my behalf, and for its use and benefit:

1. To execute any and all documents, necessary for filing any water law forms including, but not limited to, transfer forms, with the Idaho Department of Water Resources.
2. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers herein granted;
3. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on this 26th day of September, 2014, and such rights, powers, and authority shall remain in full force and effect thereafter for a period not to ninety (90) days, unless earlier terminated by the undersigned.

DATED this 26th day of September 2014.

THE LLOYD R. BARNES 2005 REVOCABLE TRUST,



By: Lloyd R. Barnes, Trustee

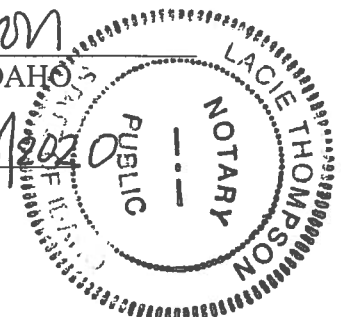
SUBSCRIBED AND SWORN TO before me this 26th day of September 2014.



NOTARY PUBLIC FOR IDAHO

Residing at: Hailey, ID

Commission Expires: 1/28/2020



SPECIFIC POWER OF ATTORNEY - 1

ORIGINAL IN RED

FIRST AMENDMENT TO
THE LLOYD R. BARNES 2005 REVOCABLE TRUST
DATED NOVEMBER 22, 2005

FIRST AMENDMENT TO
THE LLOYD R. BARNES 2005 REVOCABLE TRUST

THIS FIRST AMENDMENT TO THE LLOYD R. BARNES 2005
REVOCABLE TRUST dated this 7th day of February, 2013, is between LLOYD R. BARNES, a
single man, of 206 Polo Club Lane, Bellevue, Idaho, 83313, referred to herein as "Grantor," and
LLOYD R. BARNES, a single man, of 206 Polo Club Lane, Bellevue, Idaho, 83313, referred to
herein as "Trustee."

1. On November 22, 2005, Grantor and Trustee executed THE LLOYD R. BARNES
2005 REVOCABLE TRUST.

2. Pursuant to Article 2.01(a)(2) of such Trust, Grantor reserved the right to amend and
revoke any of the terms of this Trust by written instrument signed by Grantor and delivered to
Trustee.

3. Article 3.03 shall be amended to read as follows:

"3.03 Disposition of all Other Assets of Trust. Upon Grantor's death, the trust estate not
disposed of above shall be divided into two (2) separate shares. The first (1st) of such shares
shall be equal in value to sixty-five percent (65%) of the trust estate not disposed of above and
the second (2nd) share shall be equal to thirty-five percent (35%) of the trust estate not disposed
of above. The sixty-five percent (65%) share shall be distributed as soon as reasonably possible
after Grantor's death to Grantor's daughter, STACEY NOBLE. The thirty-five percent (35%)
share shall be distributed as soon as reasonably possible after Grantor's death to Grantor's son,
SCOTT BARNES. If either or both of Grantor's children fail to survive Grantor but leave issue

each child's share as delineated herein shall be administered and distributed pursuant to Article 3.04, below. If one of Grantor's children does not survive Grantor and does not leave issue, that child's share shall be distributed outright to Grantor's child who survives Grantor or to that child's issue if such child also did not survive Grantor and shall be administered and distributed pursuant to Article 3.04, below."

4. Article 6.02 shall be amended to read as follows:

"6.02 Substitute Trustees. In the event Grantor is unable or unwilling for any reason whatsoever to serve as Trustee hereunder, Grantor nominates as substitute Trustees successively in the order named: (1) FRED NOBLE, JR. of Palm Desert, California; (2) STACEY NOBLE of Palm Desert, California; (3) SCOTT BARNES of Playa Del Rey, California; and (4) such person or financial institution as may be appointed by a court with competent jurisdiction."

5. Except as herein expressly being revoked or amended, Grantor republishes, ratifies, and confirms without change THE LLOYD R. BARNES 2005 REVOCABLE TRUST.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.



LLOYD R. BARNES, GRANTOR

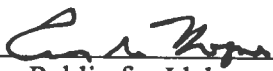


LLOYD R. BARNES, TRUSTEE

STATE OF IDAHO)
) ss.
County of Blaine)

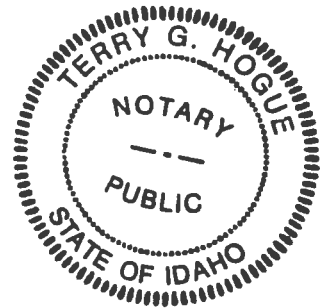
On this 7th day of February, 2013, before me, the undersigned notary public in and for said state, personally appeared LLOYD R. BARNES, known to me to be the person whose name is subscribed to the foregoing instrument as Grantor and Trustee and acknowledged to me that he executed the same in his capacities therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho
Residing at Blaine County
Comm. Expires: 11/11/17

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THE LLOYD R. BARNES 2005 REVOCABLE TRUST

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THE LLOYD R. BARNES 2005 REVOCABLE TRUST

This Trust Agreement dated this 22nd day of November, 2005, is entered into between LLOYD R. BARNES, a single man, of 206 Polo Club Lane, Bellevue, Idaho 83313, referred to herein as "Grantor," and LLOYD R. BARNES, a single man, of 206 Polo Club Lane, Bellevue, Idaho 83313, referred to herein as "Trustee.

ARTICLE 1**CREATION OF TRUST**

1.01 Initial Trust Estate. By this Agreement, Grantor has heretofore and hereby assigns, conveys, transfers and delivers to Trustee the property described on Schedule A attached hereto and the Trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

1.02 Character of Property. Grantor is unmarried and all property assigned, conveyed, transferred or delivered to Trustee hereunder is the sole and separate property of Grantor.

1.03 Additions to Trust. Grantor, or any other person, may from time to time transfer or devise additional property to Trustee upon the terms of this instrument.

1.04 Name of Trust. During the life of Grantor, the trust hereby created shall be known as THE LLOYD R. BARNES 2005 REVOCABLE TRUST.

1.05 Grantor's Family. Grantor is a single man. Grantor has two (2) adult, living children, namely SCOTT BARNES and STACEY NOBLE. Grantor has no deceased children. Accordingly, all references to Grantor's children in this Trust are to these children and any other child born to or adopted by Grantor. As used in this Trust Agreement, the terms "child" or "children," "child of Grantor," "Grantor's children," and "children of Grantor," shall include all of the above named children and the terms "issue," "Grantor's issue" and "issue of Grantor" shall include all of the above named children and the issue of all of the above named children, respectively.

ARTICLE 2

ADMINISTRATION AND DISPOSITION OF TRUST ESTATE

2.01 Powers Reserved by Grantor.

(a) Enumeration of Powers.

(1) Revocation. During the life of Grantor, the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by Grantor and delivered to Trustee. Upon revocation, Trustee shall promptly distribute to Grantor all or the designated portion of the property comprising the trust estate.

(2) Amendment. Grantor may at any time during his lifetime amend any of the terms of this instrument by an instrument signed by Grantor and delivered to Trustee.

(b) Scope of Powers. The powers reserved by Grantor under this Article 2.01 are exercisable in the absolute discretion of Grantor and, except as provided in Article 2.04, neither Trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

2.02 Distribution of Income and Principal. During the life of Grantor, Trustee shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay to Grantor or for his benefit all, none, or such part of the net income and principal of trust estate as Grantor may request in writing.

2.03 Powers and Duties of Trustee with Respect to Certain Trust Assets.

(a) Tangible Personal Property. Notwithstanding any other provision hereof or of any instrument of transfer now or hereafter delivered to Trustee, Trustee shall have no responsibility for any tangible personal property transferred to it upon the terms of this instrument for so long as Grantor shall retain the use and possession thereof. Trustee shall be responsible only for such property as may be physically delivered to him or her.

(b) Residential Real Property. While any residential property held in the trust estate is occupied by Grantor, Trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage, or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, Trustee may in its direction pay any or all such expenses out of the income or principal of the trust estate.

(c) Insurance Policies.

(1) Payment of Premiums. During the life of Grantor, Trustee shall be under no obligation to pay any premiums, assessments, or other charges necessary to keep in force any life insurance policy in the trust estate; nor shall it be under any obligation to ascertain

whether any such charges have been paid or to notify anyone of the nonpayment thereof. Trustee shall keep safely each life insurance policy assigned to or deposited with it and shall at the request of Grantor, execute such applications, releases and other instruments as shall be required to permit Grantor to exercise any options, privileges, or powers reserved to Grantor hereunder.

(2) Collection of Insurance Proceeds. Upon the death of Grantor, Trustee shall make reasonable efforts to collect the proceeds of any insurance on the life of Grantor and any other benefits payable by reason of Grantor's death. Trustee shall have full authority to take any action it deems advisable in regard to collection and to payment of the expenses, including the expense of any litigation, out of the principal of the trust estate. Trustee shall have full authority to make any compromise or settlement with respect to the policies and benefits that it may deem advisable, and to give all necessary and proper releases of liabilities. The proceeds of the policies and the benefits shall be treated as principal of the Trust estate.

(d) United States Treasury Bonds. Trustee is authorized to purchase United States Treasury bonds, bills, notes or other obligations of the United States Treasury that are redeemable at par in payment of federal estate tax.

2.04 Incapacity of Grantor.

(a) Determination of Incapacity. During Grantor's life, if Trustee shall at any time receive a written statement signed by Grantor's personal physician stating he or she considers Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply his estate to necessary ends, then, whether or not Grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from Grantor, Grantor shall be considered to be incapacitated and the provisions of Article 2.04(b) shall apply.

(b) Effect of Determination of Incapacity. If Grantor is determined to be incapacitated as provided in Article 2.04(a), then, during the period of such incapacity, (1) if Grantor is then acting as a Trustee hereunder, he shall be deemed to have resigned; (2) any attempt by Grantor to exercise any of the powers reserved by him under this Agreement shall be without force and effect; and (3) Trustee shall have power and authority on Grantor's behalf to exercise or perform any act, power, duty, right, or obligation whatsoever that Grantor may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by Grantor, including, without limitation, power to transfer to itself upon the terms set forth in this Agreement any property owned by Grantor. The power granted to Trustee under (3) above, shall be construed and interpreted as a general durable power of attorney to act as Grantor's attorney in fact and agent and shall be in addition to all other powers bestowed upon Trustee by this Agreement.

(c) Restoration of Capacity. If at any time after Grantor is determined to be incapacitated under Article 2.04(a), Trustee shall receive a written statement signed by Grantor's personal physician that Grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply his estate to necessary ends, then Grantor shall no longer be deemed to be incapacitated and the provisions of Article 2.04(b) shall cease to apply.

Restoration of capacity pursuant to this Article 2.04(c) shall automatically reinstate Grantor as a Trustee under this Agreement.

ARTICLE 3

DISPOSITION OF TRUST ESTATE AFTER DEATH OF GRANTOR

3.01 Payment of Expenses and Taxes.

(a) Direction to Pay Expenses and Taxes. Upon Grantor's death, Trustee shall pay (1) the expenses of Grantor's last illness, funeral and burial, (2) all inheritance, estate and other death taxes that become payable by reason of Grantor's death, and all unpaid income and gift taxes of Grantor, including interest and penalties on all such taxes, and (3) the expenses of administering Grantor's estate. Trustee shall first apply to the payment of federal estate taxes any United States Treasury bonds held in the trust estate of the kind commonly referred to as discount bonds, redeemable at par in payment of such taxes.

(b) Funds Not Available for the Payment of Expenses and Taxes. Neither the provisions of this Article nor any other provision of this instrument shall permit payment of expenses of administration, taxes payable by reason of Grantor's death, or Grantor's debts or other charges enforceable against Grantor's estate from any payment received by Trustee by reason of Grantor's death under any pension, stock bonus, profit sharing, or other plan qualified under section 401(a) of the Internal Revenue Code of 1986, or the corresponding provisions of any subsequent federal tax law, unless such payment is otherwise includable in the Grantor's estate for federal estate tax purposes.

3.02 Specific Distributions of Personal Property Upon Grantor's Death.

(a) Memoranda Disposing of Certain Personal Property. Grantor may prepare Memoranda and give possession of same to Trustee and his designated personal representative that provide for the distribution of personal possessions which are owned by him which are not otherwise disposed of herein. Trustee is hereby directed to distribute those items in conformity with Grantor's instructions contained in the Memoranda.

(b) Disposition of Personal Property in Absence of Memoranda. In the absence of such Memoranda, or should they be found invalid for any reason, the personal property therein designated together with all other personal property not so designated shall be distributed in equal shares to Grantor's children who survive him. All expenses of storage (pending distribution) packaging, shipment, insurance, delivery, and other necessary charges incurred in connection with the distribution of said tangible personal property shall be borne as a general expense of administration of the trust estate.

3.03 Disposition of all Other Assets of Trust. Upon Grantor's death, the trust estate not disposed of above shall be divided into as many equal, separate shares as will make one for each of Grantor's children who survive Grantor and one for the then living issue, taken collectively, of each of Grantor's children who fail to survive Grantor. Each share for Grantor's children who

survive Grantor shall be distributed to such child as soon as reasonably possible after Grantor's death. Each share for the issue of a child of Grantor who predeceases Grantor shall be administered and distributed pursuant to Article 3.04, below.

3.04 Trust for Issue of Grantor's Children. Trustee shall hold, manage, invest and reinvest each such trust estate, collect income therefrom, and pay all, none or such part of the net income and principal as Trustee may from time to time determine among the class composed of the issue of Grantor's deceased child in such amounts, shares, and interests as Trustee may determine. When each child of Grantor's deceased child living at the date of Grantor's death shall have attained the age of twenty-one (21) years or died before reaching such age, all property then comprising such trust shall be paid to the then living issue of Grantor's child by right of representation or, if there shall be none, to Grantor's other living issue, or, if there shall be none, then as set forth in Article 3.06, below.

3.05 Failure of Remainder. If none of the above-described beneficiaries are living or eligible to take under the preceding Articles, the entire Trust property shall be distributed to the ANIMAL SHELTER OF THE WOOD RIVER VALLEY.

3.06 Cy Pres. If at the time the gift made by Article 3.05, above, takes effect and the ANIMAL SHELTER OF THE WOOD RIVER VALLEY is not in existence or is not an organization described in Section 2055(a) of the Internal Revenue Code, as amended, or in the corresponding provisions of any subsequent federal tax law, or cannot be identified with reasonable certainty, the gift to such entity shall not lapse, but shall be paid to such exclusively charitable, scientific, educational or religious entities as shall be designated by the Trustee, in such shares and proportions as the Trustee may determine. Any such entity shall be an organization described in Section 2055 (a) of the Internal Revenue Code, as amended, or in the corresponding provisions of any subsequent federal tax law.

3.07 Payment to Trusts. If under the foregoing provisions of this Article final distribution of any share of any trust is to be made to a beneficiary for whom Trustee holds a separate trust under such Article, or to a beneficiary who is a member of a group for whom Trustee holds a separate trust under such Article, such shares shall be added to such beneficiary's separate trust or to the separate trust held for the group of which he or she is a member, for administration and distribution as a portion thereof.

3.08 Perpetuities Saving Clause. Notwithstanding any other provision of this instrument, each trust established hereunder shall terminate, if it has not previously terminated, twenty-one (21) years after the death of the last survivor of the beneficiaries under this instrument who are living at the date of the Grantor's death. Upon such termination, all property then comprising such trust shall be distributed by representation to those persons who, in the discretion of the Trustee, are then eligible to receive distributions of income from such trust.

ARTICLE 4

PROVISIONS RELATING TO DISTRIBUTION OF TRUST ASSETS

4.01 Distributions During Administration. During the period after Grantor's death and before establishment of any subtrust under this instrument, Trustee may, subject to the provisions of Article 4.02, distribute all, none, or any part of the portion of the net income of the trust estate that would have been earned by such subtrust had it then been in existence, as determined by Trustee, to and among those persons who would have been entitled to receive income from such subtrust had it then been in existence, and any powers herein granted to Trustee to allocate income and to invade principal shall be exercisable by Trustee.

4.02 Distribution or Continuation in Trust. Any assets or shares of any trust that, by reason of a person's attained age or death or otherwise, would already have become distributable by Trustee of such trust if such trust had previously been established, shall be distributed upon their receipt by Trustee of such trust, or, if they have become distributable prior to the establishment of such trust, may be distributed directly by Trustee without requiring that such trust be established or that distribution be made by Trustee of such trust.

4.03 Distribution to Minors and Disabled Persons.

(a) Grant of Permissive Authority. If any property of any trust established hereunder at any time vests outright under the provisions of this instrument in a minor or in a person who, in the judgment of Trustee, is unable to effectively manage or apply his or her estate to necessary ends, then Trustee, in his or her discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, may hold or distribute such property (referred to in this Article as the "protected property") in accordance with Article 4.03(b).

(b) In Trust. Trustee may hold any protected property in a separate trust for such person, exercising as Trustee of such trust all the administrative powers conferred in this instrument upon Trustee. Trustee shall pay to such person all, none, or such part of the net income and principal of such trust as Trustee may in its discretion from time to time determine. Such trust shall terminate when such person attains majority and becomes able, in the judgment of Trustee, to effectively manage and apply his or her estate to necessary ends, or when such person dies, or when the trust assets are exhausted by discretionary distribution or otherwise. Upon such termination, Trustee shall distribute all property then belonging to such trust to such person or, if the trust terminates at such person's death, to the personal representative of such person's estate.

ARTICLE 5

DISCRETIONARY POWERS OF TRUSTEE

5.01 Class Distributions. The discretionary power of Trustee to distribute income and principal among the members of any class shall include the power to make unequal distributions

and the power to withhold all distributions of income or principal from one or more or all members of such class.

5.02 Limitations on Discretionary Powers.

(a) Ascertainable Standard. Notwithstanding any other provision of this instrument, if any person other than Grantor is both a Trustee and a beneficiary of any trust established hereunder, such person shall not exercise or participate in the exercise of the discretionary power of Trustee to distribute income and principal to himself or herself in excess of that which is necessary for his or her health, support, education and maintenance.

(b) Proscription Against Discharge of Legal Obligation. The exercise by Trustee of its discretionary power to distribute the income or principal of any trust created hereunder shall not discharge or absolve Trustee or Grantor from any personal legal obligation, including any obligation to support or maintain any person.

(c) Insurance on Life of Fiduciary. If insurance on the life of any person shall become an asset of any trust created hereunder, such person if and while acting as a Trustee hereunder, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership pertaining to such insurance. All incidents of ownership pertaining to such insurance shall be vested solely in Trustee other than such person. If such person is the sole Trustee, such person shall designate any natural adult person, bank or Trust company to act as his or her co-Trustee for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

5.03 Remainder Interests. The provisions of this instrument that create remainder interests upon termination of preceding estates shall not limit or otherwise affect any discretionary power to distribute principal even though a discretionary distribution may have the effect of terminating the trust through exhaustion of the trust estate.

5.04 Discretion of Fiduciaries. Discretionary powers are exercisable in the discretion of Trustee and no beneficiary shall have any right or power to enforce or object to the reasonable exercise of such powers.

ARTICLE 6

TRUSTEE

6.01 Resignation of Trustee. Any Trustee of any trust created by this instrument may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of Grantor, any co-Trustee, and each beneficiary then receiving or who would then be eligible in the discretion of Trustee to receive the income of such trust. Such resignation shall be effective upon the acceptance of the Trusteeship by a properly designated substitute Trustee.

6.02 Substitute Trustees. In the event Grantor is unable or unwilling for any reason whatsoever to serve as Trustee hereunder, Grantor nominates as substitute Trustees successively in the order named: (1) FRED NOBLE, JR. of Palm Desert, California; (2) SCOTT BARNES of Playa Del Rey, California; (3) STACEY NOBLE of Palm Desert, California; and (4) such person or financial institution as may be appointed by a court with competent jurisdiction.

6.03 Powers of Substitute Trustees. Every substitute Trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original Trustee without any act of conveyance or transfer. No substitute Trustee shall be obligated to examine the accounts, records and acts of any previous Trustee or any allocation of any trust estate, nor shall such substitute Trustee be required to proceed against a previous Trustee for any act or omission to act on the part of such previous Trustee.

6.04 Bonds Waived. Each Trustee, including substitutes, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such Trustee's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

6.05 Trustee's Compensation. Trustee shall be compensated for Trustee's services a reasonable amount during each calendar year for all ordinary services rendered by Trustee.

6.06 Binding Decisions. Except as provided herein, in the event two (2) (co-)Trustees are serving hereunder, only the unanimous decision of both Trustees shall bind the trust.

ARTICLE 7

POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS

7.01 Disclaimer. Any beneficiary under this instrument may disclaim, in whole or in part, any gift, interest, right or power under this instrument. In the event of any disclaimer of any interest in any trust established under this instrument, the property as to which such disclaimer is made shall be disposed of in the manner provided in this instrument as though the person disclaiming had not survived.

7.02 Spendthrift Clause. Except as to Grantor's retained interests, no principal or income payable or to become payable under any trust established under this instrument may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

ARTICLE 8

GENERATION SKIPPING TAX PROVISIONS

8.01 Allocation of Generation Skipping Tax Exemption. In order to minimize any tax on any generation skipping transfers imposed by reason of any state or federal law, Grantor directs Trustee to allocate the amount, if any, of the generation skipping tax exemption allowed under Section 2631 of the Internal Revenue Code which is available at the death of Grantor in such manner to provide the maximum exemption from any generation skipping transfer tax. Trustee, in its sole discretion, shall determine the trust property to which any such generation skipping tax exemption shall be allocated. Such allocations shall be made in the manner deemed the most advisable by Trustee in each case without regard to the relative interests of any beneficiaries. Trustee need not make any adjustments between principal and income or in the interests of beneficiaries to compensate for the effects of any such allocation. The determinations of such Trustee shall be final and binding upon all persons effected.

8.02 Division of Trust into Exempt and Non-Exempt Portions. Notwithstanding any other provision of this instrument:

(a) If a trust created hereunder would otherwise be partially exempt from any generation skipping tax due to allocation of the generation skipping tax exemption described above, then, before such allocation, and as of the relevant valuation date under Section 2642 of the Internal Revenue Code Trustee may, but need not, divide that trust (the "original trust") into two (2) separate trusts of equal or unequal value which shall be identical in all other respects to the original trust so that the allocation of the generation skipping tax exemption can be made to one (1) trust which will be entirely exempt from generation skipping tax. The two (2) trusts created hereunder shall have the same name as the original trust except that the trust to which the generation skipping tax exemption is allocated shall have the phrase "GST Exempt" added to its name and the other trust shall have the phrase "Non-Exempt" added to its name.

(b) Consistent with its fiduciary obligations, Trustee in making discretionary distributions of income and principal from any trust created hereunder shall take advantage of any opportunities provided by the creation of such GST Exempt or Non-Exempt trusts to avoid or delay generation skipping tax when making discretionary distributions and to maximize the amount of trust property that eventually may be distributed to the grandchildren or more remote descendants of Grantor without transfer tax of any kind at the termination of all trusts created hereunder.

8.03 Discretionary Powers of Appointment. Trustee is hereby authorized in its sole discretion, with respect to all or any part of any trust created hereunder:

(a) To create in a descendant of Grantor, a general power of appointment within the meaning of Section 2041 of the Internal Revenue Code that may dispose of the property upon the death of such descendent;

(b) To eliminate such power for all or any part of such principal as to which such power was previously created;

(c) To irrevocably release the right to create or eliminate such power; and

(d) To divide the trust principal into two (2) fractional shares based upon the portion of the trust that would be includible in the gross estate of such decedent holding such power if he or she died immediately before such division (in which case the power shall be over the entire principal of one share and over no part of the other share) in which event each share shall be administered as a separate trust unless Trustee shall in its discretion thereafter combine such separate trusts into a single trust which Trustee is expressly authorized to do. In authorizing such actions, Grantor requests (but does not direct) that a general power of appointment remain in effect as long as Trustee believes the inclusion of the property subject to such general power in the gross estate of such decedent may achieve a significant savings in transfer taxes causing a federal estate tax rather than a tax on generation skipping transfers to be imposed on the property subject to such power or which may also permit a greater use of the generation skipping tax exemption under Section 2631(a) of the Internal Revenue Code of such decedent or the spouse of such decedent. Notwithstanding anything herein to the contrary, no individual, while serving as Trustee hereunder, shall make or participate in any decision described in this article which relates to a trust estate created hereunder in which such person has then, or any time thereafter, may have a beneficial interest.

8.04 Restrictions on Distributions. If any trust established under this instrument is divided into a GST Exempt trust and a Non-Exempt trust, any distribution described in Section 2611(b)(1) of the Internal Revenue Code (relating to payment of medical or educational expenses) for the benefit of a "skip person" shall be made from the Non-Exempt trust rather than from the GST Exempt trust (if any), and Trustee shall not make any distribution, other than a distribution described in Section 2611(b)(1) of the Internal Revenue Code to a "skip person" from the Non-Exempt trust before the GST Exempt trust (if any) is exhausted, unless Trustee determines that such distribution will not be subject to the federal generation skipping transfer tax.

ARTICLE 9

ADMINISTRATION OF TRUSTS

9.01 Administration of Trusts. Each trust created by this instrument shall be administered free from the active supervision of the court having jurisdiction over such trust. This provision shall not limit the power of Trustee to take action for the judicial settlement of its accounts or the power of any beneficiary to bring suit for an accounting.

9.02 Administrative Powers of Trustees. In addition to the powers it would otherwise have by reason of any statute or rule of law, Trustee shall have power, without prior authorization or approval of any court, to do everything it shall consider advisable in the management of each trust created by this instrument, even though it would not otherwise be

authorized for Trustees and successor Trustees under any statute or rule of law, including in this grant, without impairing its plenary nature, the following powers:

(a) Tax Elections. To make all elections and to take all other appropriate actions with respect to taxation of every kind applying to Grantor or the trust estate. Such power may be exercised regardless of the effect of such exercise upon the comparative values of the several gifts made by this instrument, and Trustee shall not be required to make any adjustment in the amount of any gift or in the income or principal of any trust estate in order to compensate for the effect of such exercise. However, if any Trustee is also a beneficiary under this instrument, such Trustee shall not participate in the exercise of such power so long as any person who is not a beneficiary is acting as co-Trustee. This shall include the power to divide any trust created hereunder into two (2) or more separate trusts with terms identical to those of the original trust. With respect to such separate trusts, (1) Trustee may (i) make different tax elections, (ii) exercise discretionary powers differently, and (iii) invest the property comprising such trusts differently; (2) any beneficiary may disclaim or release interest or powers differently; and (3) any holder of a power to appoint the income or principal of the original trust may exercise such power differently. Subject to any limitations contained in this instrument, Trustee shall also have the power to grant, by written instrument, to any beneficiary of any trust having a generation skipping inclusion ratio greater than zero, who is one generation younger than the generation of the transferee for generation skipping transfer tax purposes, the power to appoint by the beneficiary's Will all or any part of the income and principal from such trust to the beneficiary's descendants, estate or creditors of such estate, in such amounts, shares and interests as the beneficiary determines, together with the power to make distributions to any beneficiary described above to eliminate or reduce any potential generation skipping transfer tax, including the power to terminate such trust by complete distribution to one or more such beneficiaries.

(b) Method of Payment. To pay or apply any money or other property payable to any person, including but not limited to persons under a legal disability, (1) through payment directly to such person, even though he or she may be under a legal disability; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any adult person with whom such person resides; (3) through direct expenditure, for example, for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his or her conservator or custodian, or through payment to doctors, nurses, hospitals, schools or other persons or institutions supplying him with food, shelter, care or maintenance, or other goods, property or services of any kind, not limited to necessities; or (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Transfers to Minors Act or similar statutes; and the receipt of any such payee shall be a full discharge for all property so paid or applied.

(c) Occupancy of Real Property. To permit any person having any interest in any trust to occupy any real property forming part of such trust upon such terms as Trustee shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(d) Consolidation of Trusts. To combine the assets of the separate trusts established under this instrument for the purpose of more convenient administration or

investment for any period of time, preserving the separate character of the beneficiaries' proportionate shares, and to merge the assets of any trust hereunder with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms and having the same Trustee.

(e) Distribution in Kind. To make distributions in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property or interests therein, even if shares be composed differently. Property distributed in kind in satisfaction of pecuniary gifts shall be valued as of the date of distribution. Except as otherwise expressly provided, Trustee shall have absolute discretion in the selection of property to be allocated in satisfaction of any gift without regard to the income tax basis of such property and shall not be required to adjust the amount of any gift in order to compensate for the income tax liability inherent in appreciated property distributed in kind in satisfaction of such gift.

(f) Purchase and Sale. To purchase or otherwise acquire, invest and reinvest in, sell, exchange (for property of equal or greater value), lease (including for periods extending beyond termination of this trust) and retain, whether originally a part of the trust estate or subsequently acquired, any and all stocks, bonds, notes or other securities or any variety of real or personal property, including stocks or interests in investment trusts, common trust funds and mutual funds, as Trustee may deem advisable, whether or not such investments be of the character permissible for investments by fiduciaries. Investments need not be diversified, and may be made or retained with a view to a possible increase in value, all in the exercise of Trustee's unfettered business judgment.

(g) Investment Rights. To exercise generally in respect of all stocks, bonds, real estate, other personal property or other investments at any time held by Trustee hereunder all such options, rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in that person's own right.

(h) Borrowing. To borrow money as Trustee, in its discretion, deems necessary or proper for preservation of the trust estate or the best interests of the beneficiaries hereof and to pledge any or all of the trust estate as collateral security.

(i) Income and Principal. Subject to the provisions of the Idaho Uniform Principal and Income Act, which shall be controlling, to determine whether or not money or property coming into Trustee's possession shall be treated as income or principal and to charge or apportion expenses or losses either to the principal or income accounts, or both, in such manner as it may deem just and proper.

(j) Securities. To cause the securities or other property which may comprise the trust estate to be registered in its name as Trustee hereunder or in its name or in the name of its nominee without disclosing the trust.

(k) Voting Stock. To vote any corporate stock in the trust estate by proxy with or without power of substitution and to execute proxies to one or more nominees.

(l) Options, Margin, Etc. To purchase and sell options to purchase or sell any security, (including "puts" and "calls"); to exercise any option or privilege to convert bonds, notes, stocks or other securities belonging to the trust estate into other bonds, notes, stocks or other securities of the same corporation; to exercise any privilege to subscribe for additional or other bonds, notes, stocks, or other securities; to make such conversions and subscriptions, to make payments therefor, and to advance or borrow money for the purpose of exercising such option, privilege or right; and to hold such bonds, notes, stocks, and other securities so acquired as investments for the trust estate; to buy, sell, and trade in securities of any nature (including short sales) on margin, and for such purposes Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as securities for loans and advances made to Trustees.

(m) Employment of Advisors. To employ and compensate, out of the principal or income of the trust estate as Trustee shall deem advisable, agents, brokers, attorneys (including members of any law, accounting firm, or investment firm in which the fiduciary may be a member or have a financial interest), accountants and assistants deemed by it to be advisable without liability for any neglect, omission, misconduct, mistake or default of any agent, broker, attorney, accountant or assistant selected or retained with reasonable care.

9.03 Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by a written instrument filed with the records of the trust or by any other method allowed by law.

9.04 Reports. Periodic reports shall be rendered by Trustee to each beneficiary eligible to receive the current income, showing the assets then held as the principal of the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of Trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

9.05 Gifts By Trustee. In the event Grantor directs Trustee to give property of the trust estate directly to any individual, any such gifts shall be deemed revocations of the trust to the extent of such gift and any such property shall be deemed to pass to Grantor and then to the intended beneficiary rather than transferred directly from Trustee to the beneficiary, regardless of the form of the transaction.

ARTICLE 10

CONSTRUCTIONAL RULES

10.01 Issue. "Issue" means all persons who are descended from the person referred to for purposes of intestate succession as determined under the laws of Idaho as those laws exist on

the date of Grantor's death. However, for the purposes of the foregoing, an adopted person shall be considered as descended from the person referred to only if he or she has been adopted while under the age of eighteen (18) years.

10.02 Distributions by Representation. In every case in which any interest is given to the issue of a person, distributions (other than discretionary distributions of income and principal among the members of a class) shall be made by representation. Whenever a distribution to issue is to be made by representation, the distributable assets shall be divided into as many shares as there are, at the time such assets are distributable, then living children of such person and then deceased children of such person who left issue who are then living, even if at such time all children of such person are then deceased, and each living child of such person, if any, shall receive one share, and the share of each then deceased child shall be distributed to such child's issue, collectively, such issue taking by representation the share which their parents would have taken if living.

10.03 Determination of Distributees. If under any provision of this instrument a distribution of any trust estate is to be made to the issue of any person, Trustee shall make distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such assumption. Trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

10.04 Court Decrees. All decrees of adoption of persons under the age of eighteen (18) years when such decrees are rendered and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this instrument.

10.05 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

10.06 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "Trustee" and the pronoun "it" in reference to Trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as Trustees of any trust established hereunder.

10.07 Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of this instrument and of all trusts created by this instrument.

10.08 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

10.09 Contest. Except as otherwise provided in this instrument, Grantor has intentionally and with full knowledge failed to provide for all other heirs. Subject to the laws of Idaho, if any beneficiary under this Trust, singly or in conjunction with any other person or

persons, contests in any court the validity of this Trust or the deceased Grantor's Last Will and Testament or seeks to obtain an adjudication in any proceeding in any court that this Trust or any of its provisions or that such Will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this Trust or any of its provisions, then that person's right to take any interest given to him or her by this Trust shall be determined as if that person had predeceased the execution of this Trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this Trust or under any Will. The Trustee is hereby authorized to defend, at the expense of the Trust estate, any contest or other attack of any nature on this Trust or any of its provisions.

10.10 Character of Distributions. While Grantor is still living, all distributions of income or principal shall retain their character as separate property or community property as though no trust had been created unless otherwise agreed upon in writing by Grantor in accordance with applicable provisions of Idaho law. After the death of Grantor, all distributions of income or principal to any beneficiary shall be the separate property of such beneficiary. All income, rents, issues, profits, gains, and appreciation of any such property shall also be the separate property of such beneficiary.

10.11 Order of Deaths. If any person dies within thirty (30) days after Grantor's death or under such circumstances there is not, in the judgment of Trustee, whose decision shall be conclusive, sufficient evidence to determine whether such person has died within thirty (30) days after Grantor's death, Grantor shall be deemed to have survived such person.

10.12 Internal Revenue Code. All references to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law.

10.13 Generation Skipping Terms. The terms "generation skipping transfer," "inclusion ratio," and "transferor" shall have the meaning assigned to such terms by Chapter 13 of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.



LLOYD R. BARNES, GRANTOR

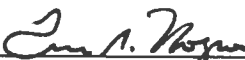


LLOYD R. BARNES, TRUSTEE

STATE OF IDAHO)
) ss.
County of Blaine)

On this 22nd day of November, 2005, before me, the undersigned notary public in and for said state, personally appeared LLOYD R. BARNES, known to me to be the person whose name is subscribed to the foregoing instrument as Grantor and Trustee and acknowledged to me that he executed the same in his capacities therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho
Residing at Blaine County
Comm. Expires: 11/11/11

Z:\WPDATA\wills\Barnes\revocable trust agt.wpd



SCHEDULE A



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 13, 2015

LLOYD R BARNES 2005 REVOCABLE TRUST
206 POLO CLUB LANE
BELLEVUE, ID 83313

RE: Transfer No. 79046
Water Right No(s). 37-2639B

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **2/18/2015 and 2/25/2015**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**March 9, 2015**).

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Denise Maline". The signature is written in a cursive, flowing style.

Denise Maline
Administrative Assistant

cc:

FRITZ X HAEMMERLE
400 S MAIN ST STE 102
PO BOX 1800
HAILEY, ID 83333

Maline, Denise

From: Maline, Denise
Sent: Thursday, February 12, 2015 1:31 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express Cover Letter.docx; Idaho Mtn Express Ad.doc

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

Thank you in advance,

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 12, 2015

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Transfer No. 79046
Water Right No(s): 37-2639B

Dear Legal Notice Department:

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

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before March 9, 2015. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 79046**

LLOYD R. BARNES 2005 REVOCABLE TRUST, 206 POLO CLUB LANE, BELLEVUE, ID 83313; has filed Application No. 79046 for changes to the following water rights within BLAINE County(s): Right No(s). 37-2639B; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the point of diversion for a portion (0.31 cfs, 8.2 acres) of an irrigation ground water right (37-2639B) which is currently diverted from a well located approximately 0.36 miles north and 0.54 miles west of the intersection of Oak and Main Streets in Bellevue. The new well will be drilled approximately 0.12 miles north and 0.53 miles west of Bellevue.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 Addison Ave W Ste 500, Twin Falls ID 83301 together with a protest fee of \$25.00 for each application on or before March 9, 2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on February 18th & 25th, 2015

Maline, Denise

From: Maline, Denise
Sent: Thursday, February 12, 2015 3:58 PM
To: Kevin Lakey
Subject: Comment Letter for transfer 79046
Attachments: Transfer 79046.pdf; Comment Letter to WM37 for 79046.docx

Hi Kevin,

Attached is a cover letter, recommendation form and copy of transfer 79046. Please review the information and provide any necessary comments within 21 days. Feel free to contact our office if you have any questions.

Thank you in advance,

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 12, 2015

KEVIN LAKEY
WATER DISTRICT #37
107 W 1ST
SHOSHONE, ID 83352

Via E-mail

RE: Transfer No. 79046
Water Right No(s): 37-2639B

Dear Kevin:

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

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

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

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

MEMORANDUM

Date: February 9, 2015
To: 79046 Barnes Transfer File
From: Jim Bitzenburg
Re: Amendments to the Application for Transfer

Two changes have been made to this application for transfer. During the discussions prior to the filing of the application, an application for drilling permit was presented, indicating the location of the new well would be in the NENE of Section 35, T02N, R18E. The application was drafted based on this information. This was corrected by a letter and map submitted with the application and dated January 23, 2015, and signed by the applicant's attorney, Fritz Haemmerle. The actual location will be in the SENE of Section 35, T02N, R18E.

In addition, the application was incorrectly completed as a 'change in the place of use' by me during data entry, when it is actually just a change of ownership within the place of use. This correction was communicated to Fritz Haemmerle, who consented to the correction. See the attached email string dated February 4, 2015.

MEMORANDUM

Date: February 9, 2015
To: Transfer 79046 File
From: Jim Bitzenburg
Re: Evaluation of Sufficiency of Information Submitted

Application for transfer proposes to change the point of diversion for a portion (0.31 cfs, 8.2 acres) of an irrigation ground water right (37-2639B) which is currently diverted from a well located approximately 0.36 miles north and 0.54 miles west of the intersection of Oak and Main Streets in Bellevue. The new well will be drilled approximately 0.12 miles north and 0.53 miles west of Bellevue.

The application will be advertised and subject to protest.

- **Authority to File:**
A change of ownership for the portion of 37-2639B involved was filed with the transfer, along with a quitclaim deed from the Broadford Polo Subdivision Owner's Association, which was signed by the president of the Association, Lloyd R. Barnes. In addition, the application was signed by Lloyd R. Barnes, trustee for the Lloyd R. Barnes 2005 Revocable Trust.
- **Water Right Validity:**
Water right 37-2639B was decreed in September of 2010, so forfeiture is not an issue.
- **Injury to Other Water Rights:**
None anticipated or foreseen.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No issues anticipated. This application will be advertised and subject to protest.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on the Economy of the Local Area:**
None Anticipated
- **Effect of the Agricultural Base of the Area:**
None Anticipated

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

Bitzenburg, James

From: Fritz Haemerle [fxh@haemlaw.com]
Sent: Wednesday, February 04, 2015 4:19 PM
To: Bitzenburg, James
Subject: RE: Barnes Transfer

Jim:

Please do. Thanks.

Fritz X. Haemmerle
HAEMMERLE & HAEMMERLE, P.L.L.C.
P.O. Box 1800
Hailey, ID 83333
Tel: (208) 578-0520
FAX: (208) 578-0564

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From: Bitzenburg, James [<mailto:James.Bitzenburg@idwr.idaho.gov>]
Sent: Wednesday, February 04, 2015 4:16 PM
To: Fritz Haemerle
Subject: Barnes Transfer

Fritz-

In looking further at the Lloyd Barnes transfer (79046), you were correct that the transfer is for a change in POD only, and not a change in POU, because Lloyd's lot is located within the POU of the original right, 37-2639B. The fee was correct, because the 0.31 cfs will be diverted from the new well on Lloyd's property. If you are okay with it, I will strike the POU change from the application, as it will have no effect on the transfer.

If you have any questions, give me a call.

Jim

Jim Bitzenburg
Water Resource Agent
Southern Regional Office
Phone (208)-736-3033
Fax (208)-736-3037
james.bitzenburg@idwr.idaho.gov

HAEMMERLE LAW, P.L.L.C

Attorney & Counselor at Law

Fritz X. Haemmerle
fxh@haemlaw.com

P.O. Box 1800
Hailey, ID 83333

400 South Main Street, Suite 102
Tel: (208) 578-0520
Fax: (208) 578-0564

RECEIVED

JAN 30 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

January 23, 2015

IDWR Southern Region
c/o Jim Bitzenberg
650 Addison Ave. W, Suite 500
Twin Falls, ID 83301-5858

Re: Name Change and Transfer: 37-02639B

Dear Jim:

For the aforementioned water right, please find enclosed: (1) Name Change (with supporting Deed); and (2) Transfer (with supporting Trust Documents). I have also enclosed a check for \$600.00 (\$500.00 for the Transfer, and \$100.00 for the Name Change). Please note that my client identified the proposed POD (site of proposed new well) on the map.

If there is anything else you require, please advise. Thank you for all your help.

Sincerely,

HAEMMERLE LAW, P.L.L.C.



Fritz X. Haemmerle

FXH: fxh
Encl.
cc: client

RECEIVED
JUL 24 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Drilling Permit No. _____
Drilling Permit I.D. Tag No. D 00 62357
Water Right Permit No. # 37-88-S-146
Injection Permit No. _____

State of Idaho
Department of Water Resources
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Property Owner (please print): Lloyd Barnes
2. Current Mailing Address: 206 Polo Club Lane
City: Bellevue State: Id Zip Code: 83313 Telephone (208) 788-4559
3. Proposed Well Location: Twp. 2 north, Rge. 18 east, Sec. 35, 1/4 NE 1/4 NE 1/4
(10) (40) (160)
Gov't Lot No. _____ County Blaine Lat. 43 27.983 Long. 114 16.271
Street Address of Well Location 206 Polo Club Lane City Bellevue
Give at least name of road + Distance to Nearest Road or Landmark
Lot, block and subdivision _____
4. Proposed Use of Well: (Note: Any well drilled for a Public Water Supply requires prior DEQ approval.)
☐ DOMESTIC (42-111a): The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd.
☐ DOMESTIC (42-111b): Any other use if the diversion rate does not exceed 0.04 cfs (18 gpm) and a diversion volume of 2500 gpd.
NON-DOMESTIC: ☒ Irrigation ☐ Commercial ☐ Municipal ☐ Other _____
(Describe) ☐ Industrial ☐ Public Water Supply
☐ INJECTION
☐ MONITORING: A well bore schematic and map is required. No. of proposed wells: _____
5. Well Construction Information:
A. ☒ New well ☐ Modify ☐ Deepening ☐ Replace Previous Well # _____
B. Proposed Casing Diameter 6" Proposed Maximum Depth 123 ft
C. Anticipated bottom hole temperature:
☒ 85°F or less ☐ 85°F to 212°F ☐ 212°F or more
(Cold Water Well) (Low Temp. Geo. Well) (Geothermal Well)
6. Construction Start Date: 7/24/2013
7. Drilling Company Name: Dirt Works Driller's Lic. No. 652
NOTE: The actual well driller must be identified prior to drilling.
8. Applicant's Signature: Bill McHenry Date: 7/24/2013
Title: Driller
Address (if different than owner): P.O. Box 373
City: Wendell State: Id Zip Code: 83355 Telephone: 208-536-2659