

AUG 27 2013

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

Transfer No. 78803

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

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. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #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 <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.) 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 Other. Please describe: Narrative and supporting documents (addresses #8a also)

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 78803

AUG 27 2013

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) City of Jerome Phone (208) 324-9669

Mailing address 152 East Avenue A, Jerome, ID 83338 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 Charles G. Brockway Phone (208) 736-8543

Mailing address 2016 Washington St. North Ste. 4, Twin Falls, ID 83301 Email _____

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

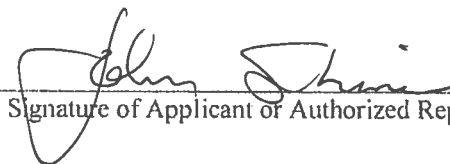
☒ Send original correspondence to the applicant and copies to the representative.

☒ 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

Mayor John Shine, City of Jerome 8/16/13
Print Name and Title if applicable 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**. Transfer will move the entirety of water right 36-8111 into the municipal water system owned and operated by the City of Jerome. The right will be changed to Municipal, but authorized only for irrigation within the City service area, supplanting 38 acres currently supplied by existing municipal rights listed in Part 1.5.e.

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 ☐ ☒	36-8111	0.56* / 152.0	Municipal	3/15 to 11/15	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.56* cfs and/or 152.0 ac-ft

2. Total amount of water proposed to be transferred or changed 0.56* cubic feet per second and/or 152.0 acre-feet per annum.

3. Point(s) of Diversion: *See Attachment #9 for calculation of diversion rate

- ☐ 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 #
		SE*	SE	SE	17	8S	17E	Jerome	Groundwater	Peters
		NE	SE	NW	18	8S	17E	Jerome	Groundwater	10th Street - 1
		NE	SE	NW	18	8S	17E	Jerome	Groundwater	10th Street - 2
		NW	NW	NE	19	8S	17E	Jerome	Groundwater	A Street
		SE*	NE	SE	25	8S	16E	Jerome	Groundwater	Marshall

*10-acre tracts are incorrect on records of existing City rights. Correct locations are shown here.

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	

Place of use is City of Jerome service area as depicted on the attached map and on the POU supplement

Total Acres (for irrigation use) 38.0

pg. 3 of 7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. 78803

Point of Diversion/Place of Use Supplement

Attachment to: ☐ Application for Permit to Appropriate Water ☒ Application for Transfer** ☐ Adjudication Claim
☐ Application for Amendment of Permit ☐ Beneficial Use Field Report ☐ Statutory Claim

Location of points of diversion (POD):

New POD?	Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or well/diversion tag #
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										

Description of place of use (POU):

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. Place of use is Municipal, within the water service area of the City of Jerome

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8S	16E	12																M	
8S	16E	13	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
8S	16E	24	M	M	M	M	M			M	M			M	M	M	M	M	
8S	16E	25	M	M	M	M									M	M	M	M	
8S	16E	36	M			M									M				
8S	17E	7											M	M	M	M	M	M	
8S	17E	8											M	M					
8S	17E	17						M	M			M	M						
8S	17E	18	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
8S	17E	19	M	M	M	M	M	M	M	M	M	M	M	M	M	M		M	
8S	17E	30	M				M	M	M	M	M	M	M	M	M	M	M	M	
8S	17E	31	M	M	M		M	M	M	M	M	M	M				M	M	

**If this supplemental sheet is for an Application for Transfer, insert this page into Part 1B of the application.

Page 3

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: _____

Five (5) municipal wells and pressurized distribution system throughout the city water service area. Each well has a measuring device and lockable valve.

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

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?

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:

38.0 acres will no longer be irrigated.

- e. 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:

Existing POU/POD: 36-2611

Proposed POU/POD: 36-2518, 36-4195, 36-4196, 36-8237, 36-15361

- 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

Water Right Report 36-8111

WR before Ownership Split

WATER RIGHT NUMBER: 36-8111

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JOHN D MC GONIGAL PO BOX 102 JEROME, ID 83338 (208)731-8830
Original Owner	ROSEMARY MC GONIGAL PO BOX 102 JEROME, ID 83338 (208)324-4828
Current Owner	MARIE H BROWN C/O DEAN BROWN 37 N 500 E JEROME, ID 83338 (208)324-8312
Current Owner	JAY A BROWN C/O DEAN BROWN 37 N 500 E JEROME, ID 83338 (208)644-1239

Priority Date: 08/20/1982

Basis: Decreed

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.760 CFS	
	<u>Total Diversion:</u>	0.760 CFS	

Location of Point(s) of Diversion

GROUND WATER

SW1/4NE1/4SE1/4

Sec. 14, Twp 08S, Rge 17E, B.M.

JEROME County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	17E	14								38.0	40.0			40.0	39.0	39.0	39.0	39.0	274.0
08S	17E	23	19.0	16.0			3.0												38.0

Total Acres: 312

Total Acres (for irrigation use)	38.0
----------------------------------	------

Transfer contains 7 pages and _____ attachments.

Received by J. m B. Date 8-27-13 Prelim. Check by J. m B. Date 8-28-13

Fee Paid 750.00 Date 8-27-13 Received by J. m B. Receipt # 5033487

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

Attachment #9

**Narrative in Support of Application for Transfer of Water Right
City of Jerome, Idaho**

Brockway Engineering, PLLC
July 29, 2013

A. Ownership and Diversion Rate Split

Water right 36-8111 is an irrigation right allowing 38 acres of irrigation near Jerome Butte. This right was conveyed to the City of Jerome by Memorandum of Agreement of Sale dated May 17, 2005. The right has historically been used in conjunction with 36-2611, which was retained by the heirs of the Estate of Jay A. Brown and Marie H. Brown and not conveyed to the City of Jerome.

The rights were decreed in the SRBA as follows:

36-2611	4.46 cfs / 274.0 acres in 312-acre PPU
36-8111	0.76 cfs / 38.0 acres in 312-acre PPU
Combined	4.61 cfs / 312 acre PPU

The two rights are not overlapping within the PPU since the sum of the individual acreages equals the PPU acreage. However, a combined-use condition limits the total diversion rate to less than the sum of the two rights. The diversion rate split between buyer and seller was not specified in the 2005 agreement. The split was clarified in an Agreement for Split of Water Rights dated May 31, 2013, signed by the City of Jerome and the heirs to the Brown estate, which specifically provides that 36-8111 will receive 0.56 cfs and 36-2611 will receive 4.05 cfs. This split is based on retaining the same per-acre flow rate for each right, and preserves the maximum diversion rate limit of 4.61 cfs.

IDWR processed an ownership change in April 2012, by which it executed a split of both 36-2611 and 36-8111, leaving the City of Jerome with a 2.2-acre piece of each. This split was based on an incorrect understanding of the sale of 36-8111 to the City of Jerome and is not correct. By this transfer application, it is requested and presumed that the April 2012 ownership change be rescinded and the rights reverted to their SRBA decreed condition as the basis for the transfer.

B. Proposed Transfer Structure

The transfer would move the entirety of 36-8111 comprising 0.56 cfs and 38.0 acres into the municipal water distribution system of the City of Jerome covering the service area shown on the attached map. The City currently supplies irrigation water to both domestic parcels and City-owned large parcels such as parks. Incorporating right 36-8111 into the system would essentially supplant 38.0 acres of irrigation which is currently occurring under the City's existing municipal water rights 36-2518, 36-4195, 36-4196, 36-8237,

and 36-15361.

The system is supplied by five (5) wells. The transfer would add all of the five wells as points of diversion. Note that the City also owns two (2) wells in the Crossroads plaza area at the I-84 interchange, but these are not connected to the main City system.

It is proposed to convert the beneficial use to municipal from irrigation; however, the right should be conditioned to denote that its purpose is for irrigation of 38.0 acres within the City service area, with a diversion volume limit of 152.0 acre-feet per year. This approach would be the same as in the approved by Transfer No. 75824 for the City of Coeur d'Alene. In this manner, the full irrigation diversion volume may be preserved, rather than limiting the right to its historic consumptive volume as would occur if the right were to be converted to a "normal" municipal right.

In order to justify that there are at least 38.0 acres currently irrigated by the existing municipal system, an analysis of acreage irrigated from groundwater was conducted by City staff. The City maintains a GIS database of all parcels and irrigation within the City, including private and public parcels. Most parcels are still irrigated by the original surface water distribution system within the City, but many are irrigated from the distribution system supplied by the five wells. The analysis indicated that 208.4 acres are irrigated from groundwater.

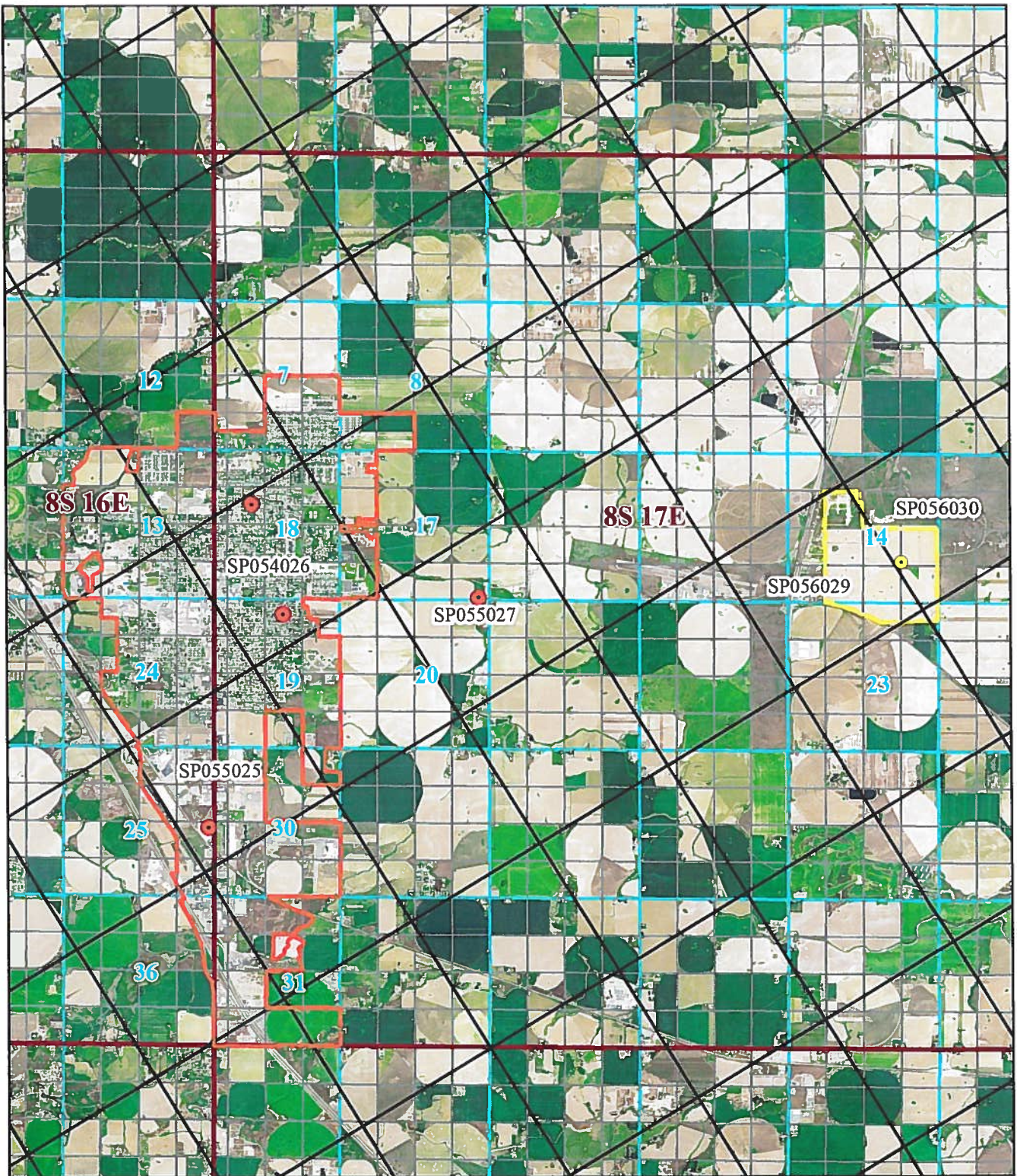
C. ESPA Modeling

The location of the "from" and "to" wells is shown on the attached aerial map, along with the ESPA model grid. Since water right 36-8111 will be moved into the system and c be pumped from any of the wells, for analysis purposes it was assumed that the irrigation of volume of 152 acre-feet would be distributed amongst the wells in the same proportion as their April to October delivery for the past 5 years.

The attached spreadsheet shows monthly gallons pumped from each of the well sources for 2008 through 2012. Total annual pumping has ranged from 649MG to 867MG with an average of 786MG. April through October pumping was tabulated for each well and averaged for the period in order to determine irrigation season volume and percentage from each well. It was found that the following percentages were pumped from each well for April through October. Applying these percentages to 152.0 acre-feet yields the volumes which were used in the ESPA modeling.

Well	Apr-Oct %	36-8111 Volume
A Street	24.5%	37.2 afa
10th Street	39.3%	59.8 afa
Peters	34.0%	51.7 afa
Marshall	2.2%	3.3 afa
TOTAL	100.0%	152.0 afa

The ESPA transfer spreadsheet results are attached. The modeling indicates that the IDWR transfer criteria can be satisfied if no irrigation is assumed to occur from 36-8111 in the first year after the transfer (assumed to be the 2014 season). This is to account for transient effects of the proposed move. Thereafter, the irrigation may be assumed to be the full 38.0 acres.



0 0.5 1 2 Miles

CITY OF JEROME TRANSFER WATER RIGHT 36-8111 NAIP 2011 AERIAL PHOTOGRAPH

Legend

- Proposed POU
- Proposed_Points_of_Diversion
- Model Grid
- 36-8111_From_POD
- 36-8111 From POU
- township
- Sections
- QQ Lines

BROCKWAY ENGINEERING, PLLC.
ALR - JULY 25, 2013



TRANSFER 78803

CITY OF JEROME
AREA ZONING MAP
DECEMBER, 2012

10th Street (2 wells)

Peters

"A" Street

Marshall

CITY OF JEROME
Zoning Map and
Well Locations

- Legend**
- Private Street
 - Highway
 - Interstate 84
 - City Limits
 - Unimproved Roadway
 - Zoning Codes**
 - Residential 1
 - Residential 2
 - Residential 3
 - Residential Medium Density
 - Office Neighborhood Business
 - Office Business
 - Light Duty Business
 - Commercial Business District
 - Light Industrial
 - Heavy Industrial
 - Public Utilities
 - Mixed Use



The information represented on this map results from the compilation of a variety of source materials. It is intended as a resource for the City of Jerome staff and should not be used as a legal description or document. The City of Jerome makes no representation or warranty concerning the accuracy of said information, nor claims it as a legal geographic resource. Past and deed information should be obtained from the Jerome County Recorder's Office and Assessor's Office. Zoning, City Limits and planning boundary information (boundaries shown) is addressed to the City of Jerome's Building Department. All other questions should be referred to the City of Jerome for proper relief.

JEROME
IDAHO

NACED State Phone
808-635-1182

John Apple GSP
GIS Analyst
City of Jerome
ZoningMapPage.html

Irrigation from Groundwater with City of Jerome

GIS Analysis by City of Jerome, February 7, 2013

FID	Shape *	Id	NAME	OWNERSHIP	Area	Perimeter	Acres
0	Polygon	0	300 E MAIN ST	CITY	110000.49	1350.00	2.525
1	Polygon	0	300 E AVENUE A	CITY	110000.49	1350.00	2.525
2	Polygon	0	619 E AVENUE A	CITY	79840.25	1140.62	1.833
3	Polygon	0	16TH AVENUE EAST	CITY	99252.91	1296.43	2.279
4	Polygon	0	TENNIS COURTS	CITY	25000.11	650.00	0.574
5	Polygon	0	221 N BUCHANAN #2	CITY	76936.08	1305.87	1.766
6	Polygon	0	DEPOT/ MUSEUM	CITY	24964.36	752.98	0.573
8	Polygon	0	750 14TH AVE E	CITY	24853.69	676.75	0.571
13	Polygon	0	MODERN WOODSMAN/MARSHALL	CITY	42204.56	936.83	0.969
14	Polygon	0	240 N LINCOLN	CITY	9375.04	400.00	0.215
15	Polygon	0	518 N LINCOLN	CITY	108000.00	1340.00	2.479
16	Polygon	0	PETERS WELL	CITY	50327.69	901.97	1.155
17	Polygon	0	300 S INTERSTATE	CITY	209138.92	2988.14	4.801
18	Polygon	0	300 S INTERSTATE	CITY	196870.30	3021.10	4.520
19	Polygon	0	300 S INTERSTATE	CITY	76759.27	2090.91	1.762
20	Polygon	0	WELCOME SIGN	CITY	2064.93	212.86	0.047
21	Polygon	0	300 S INTERSTATE	CITY	60184.46	1647.64	1.382
22	Polygon	0	100 1ST AVENUE EAST	CITY	24375.00	640.00	0.560
23	Polygon	0	50 N 100 W	CITY	1033323.15	4346.14	23.722
39	Polygon	0	E AVE A	CITY	31250.00	750.00	0.717
45	Polygon	0	104 TIGER DR	CITY	1676964.71	5180.36	38.498
81	Polygon	0	520 10TH AVE WEST	CITY	1055519.52	4604.68	24.231
97	Polygon	0	934 10TH AVENUE EAST	CITY	923243.66	4018.10	21.195
99	Polygon	0	44 E 100 S	CITY	30852.47	3259.90	0.708
25	Polygon	0	2654 S LINCOLN AVENUE	PRIVATE	51240.78	906.43	1.176
27	Polygon	0	1976 S LINCOLN AVENUE	PRIVATE	130682.43	1471.23	3.000
28	Polygon	0	525 E AVENUE C	PRIVATE	11516.85	440.62	0.264
29	Polygon	0	518 EAST AVENUE A	PRIVATE	7000.00	380.00	0.161
30	Polygon	0	114 S GARFIELD ST	PRIVATE	10301.80	434.18	0.236
32	Polygon	0	1466 S LINCOLN	PRIVATE	3951.70	367.02	0.091
33	Polygon	0	1466 S LINCOLN	PRIVATE	19124.18	971.87	0.439
34	Polygon	0	1466 S LINCOLN	PRIVATE	5950.37	437.80	0.137
35	Polygon	0	110 PIONEER COURT	PRIVATE	22135.27	608.35	0.508
36	Polygon	0	104 N DAVIS STREET	PRIVATE	3647.43	241.58	0.084
37	Polygon	0	1102-B 20TH AVENUE EAST	PRIVATE	4489.51	281.25	0.103
43	Polygon	0	100 S GARFIELD ST	PRIVATE	10233.45	425.46	0.235
44	Polygon	0	1022 4TH AVENUE DR	PRIVATE	29798.34	697.32	0.684
46	Polygon	0	1102-A 20TH AVENUE EAST	PRIVATE	5104.92	294.90	0.117
47	Polygon	0	112 6TH AVENUE EAST	PRIVATE	1130.77	134.85	0.026
48	Polygon	0	1120 S LINCOLN AVE	PRIVATE	61185.82	1202.17	1.405
49	Polygon	0	121 3RD AVENUE EAST	PRIVATE	6262.60	350.61	0.144
50	Polygon	0	130 EAST AVENUE D	PRIVATE	9375.04	400.00	0.215
51	Polygon	0	1410 S LINCOLN AVENUE	PRIVATE	89267.82	1243.55	2.049
52	Polygon	0	1141 S LINCOLN AVENUE	PRIVATE	86676.80	1203.55	1.990
53	Polygon	0	1515 S LINCOLN AVENUE	PRIVATE	37031.85	771.11	0.850
54	Polygon	0	200 EAST AVENUE B	PRIVATE	3823.05	252.92	0.088
55	Polygon	0	208 EAST AVENUE B	PRIVATE	5937.52	345.10	0.136
56	Polygon	0	220 N CLEVELAND ST	PRIVATE	6250.03	350.00	0.143
57	Polygon	0	222 E AVENUE A	PRIVATE	12500.05	450.00	0.287
58	Polygon	0	225 E AVENUE J/K	PRIVATE	137871.57	1608.75	3.165
59	Polygon	0	233 1/2 5th AVENUE E	PRIVATE	6250.03	350.00	0.143

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60 Polygon	0 233 W MAIN ST	PRIVATE	9375.04	400.00	0.215
61 Polygon	0 2611 S LINCOLN AVENUE	PRIVATE	81287.05	1160.65	1.866
62 Polygon	0 2716 S LINCOLN AVENUE	PRIVATE	101269.40	1316.52	2.325
63 Polygon	0 279 E AVENUE B	PRIVATE	12500.05	450.00	0.287
64 Polygon	0 301 E AVENUE C	PRIVATE	6250.03	350.00	0.143
65 Polygon	0 316 S ADAMS ST	PRIVATE	6250.03	350.00	0.143
66 Polygon	0 320 N FILLMORE	PRIVATE	16216.12	545.42	0.372
67 Polygon	0 329 E AVENUE A	PRIVATE	6250.03	350.00	0.143
68 Polygon	0 400 E MAIN ST	PRIVATE	6250.02	350.00	0.143
69 Polygon	0 401 E AVENUE A	PRIVATE	9375.04	400.00	0.215
70 Polygon	0 403 S FILLMORE ST	PRIVATE	13500.05	470.00	0.310
71 Polygon	0 404 E AVENUE B	PRIVATE	6250.03	350.00	0.143
72 Polygon	0 405 3RD AVENUE EAST	PRIVATE	6250.03	350.00	0.143
73 Polygon	0 405 E AVENUE A	PRIVATE	15625.06	500.00	0.359
74 Polygon	0 415 E AVENUE F	PRIVATE	12500.05	450.00	0.287
75 Polygon	0 420 2ND AVENUE EAST	PRIVATE	12500.05	450.00	0.287
76 Polygon	0 50 E 100 S	PRIVATE	163438.02	1655.77	3.752
77 Polygon	0 500 2ND AVENUE EAST	PRIVATE	14891.91	490.62	0.342
78 Polygon	0 500 E AVENUE B	PRIVATE	13500.05	470.00	0.310
79 Polygon	0 501 E MAIN ST	PRIVATE	8443.43	400.62	0.194
80 Polygon	0 504 3RD AVENUE EAST	PRIVATE	13500.05	470.00	0.310
82 Polygon	0 574 GLACIER DR	PRIVATE	9554.56	421.79	0.219
83 Polygon	0 600 S FILLMORE ST	PRIVATE	98971.83	1456.11	2.272
84 Polygon	0 603 E MAIN ST	PRIVATE	9100.04	410.00	0.209
85 Polygon	0 616 E AVENUE C	PRIVATE	6750.03	370.00	0.155
86 Polygon	0 629 3RD AVENUE EAST	PRIVATE	14891.91	490.62	0.342
87 Polygon	0 709 EAST AVENUE A	PRIVATE	10820.04	430.50	0.248
88 Polygon	0 720 EAST AVENUE C	PRIVATE	13504.05	470.08	0.310
89 Polygon	0 800 E AVENUE C	PRIVATE	19904.55	564.87	0.457
90 Polygon	0 804 E AVENUE B	PRIVATE	9971.41	417.95	0.229
91 Polygon	0 804 EAST AVENUE H	PRIVATE	16372.57	547.00	0.376
92 Polygon	0 810 E AVENUE C	PRIVATE	11915.61	440.86	0.274
93 Polygon	0 817 E AVENUE C	PRIVATE	21242.29	589.91	0.488
94 Polygon	0 838 16TH AVENUE EAST	PRIVATE	11261.77	430.19	0.259
95 Polygon	0 882 E MAIN ST	PRIVATE	8763.17	379.11	0.201
96 Polygon	0 908 1STt AVENUE EAST	PRIVATE	10062.54	405.00	0.231
98 Polygon	0 6TH AVE EAST	PRIVATE	6445.64	415.09	0.148
100 Polygon	0 201 S ADAMS ST	PRIVATE	9375.04	400.00	0.215
101 Polygon	0 1441 RAINIER DR	PRIVATE	17999.64	570.12	0.413
102 Polygon	0 136 2nd AVENUE EAST	PRIVATE	263.13	65.04	0.006
103 Polygon	0 1600 N TIGER DR	PRIVATE	29725.81	3207.35	0.682
104 Polygon	0 337 16th AVENUE EAST	PRIVATE	2122.94	280.15	0.049
7 Polygon	0 9TH AVE EAST	REC DISTRIC	769511.17	3781.01	17.666
9 Polygon	0 215 W AVENUE I	REC DISTRIC	100959.23	1542.74	2.318
10 Polygon	0 1300 S DAVIS ST	REC DISTRIC	77378.34	1771.13	1.776
11 Polygon	0 2032 S LINCOLN	REC DISTRIC	395051.34	2775.27	9.069
			TOTAL		208.388

Monthly Totals for 2012

*No data

141,932,380	116,100,068	92,636,068
0.03	0.08	0.00

Percent change of A Street	0.20	0.49	0.14

Figure 1

[illegible][illegible]Percent hv well

Attachment #5

City of Jerome – ESPA Model Analysis for 38.0 Acre Transfer

Brockway Engineering

Greg Sullivan

The City of Jerome is proposing to purchase water right 36-8111 and transfer the water right into the City for use as irrigation water. Water right 36-8111 is an irrigation water right with a priority date of August 20, 1982, diversion rate of 0.78 cfs, annual volume limit of 152.0 acre-feet and can irrigate 38.0 acres.

Water right 36-8111 has a point of diversion within the Eastern Snake Plain Aquifer (ESPA) and is located in model cell 56 30. The City of Jerome has five wells that 36-8111 will be transferred to. The Peter's well is located on the east side of Jerome and is located in model cell 55 27. There are two wells grouped together called the 10th Street wells in model cell 54 26. The A Street well is located in model cell 54 26. The Marshall well is located in model cell 55 25.

The proposed pumping of 152.0 acre-feet was split proportionally per well based on historical annual pumping data of the wells provided by the City of Jerome.

The break down of historical pumping for the City of Jerome per well is as follows:

Peter's Well	34.0%
10 th Street Wells	39.3%
A Street Well	24.5%
Marshall Well	2.2%

The break down of the proposed 152.0 acre-feet for the City of Jerome per well is as follows:

Peter's Well	51.7 acre-feet
10 th Street Wells	59.7 acre-feet
A Street Well	37.2 acre-feet
Marshall Well	3.3 acre-feet

The ESPA model analysis used three model cells to transfer the 38.0 acres. Because the 10th Street Wells and the A Street Well are located in the same model cell, the proposed annual pumping volumes for the two well are combined into one value.

Peter's Well	51.7 acre-feet	Model Cell 55 27
10 th Street Wells + A Street Well	97.0 acre-feet	Model Cell 54 26
Marshall Well	3.3 acre-feet	Model Cell 55 25

Due to excessive Snake River Reach effects, it is proposed that no irrigation will occur during the 2014 irrigation season. Full irrigation of the 38.0 acres of 36-8111 are proposed to begin in the spring of 2015 and can be utilized fully every year after 2015.

Transmitter	
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Trimester	1	2	Trimester)
Annual			At (1)

Steady State	AF/T:
Transient State	AF/T:

Total Reach Depletion Impacts

-0.1	-0.1	-0.6	-2.2	-0.6	0.6	1.8	0.9	0.1	0.2	0.0
0.0	0.0	-0.2	-0.7	-0.20	1.0	1.95	1.0	0.1	0.3	0.0

One-Way Analysis of Independent Transfers

Transfer 1 : **38.0 Acres for City of Jerome**

WR No.	Div. Rate	Con. Vol.	No. of br.	Priority	POD	Dedicated Vol.	Model
(CFB)	(AFA)	Acres	Date	Location	AFA/ AFT	Mode	
Transfer 1: Proposed Steady State Impacts following Transfer							
Transfer: Worst Case Transient State Impacts following Transfer							

100.0%	Pre-58	152.0 AFA	38.0 Acres
100.0%	Post-58	152.0 AFA	38.0 Acres

Impact by Reach (AF/Trimester)

Impact by Reach (AF/Trimester)

Impact by Reach (AF/15mmeter)										
Ascent to Renzburg	Hales to Shelley	Shelley to Nr Blickt	Nr Blickt To Nessey	Nessey to Minkidoka	Dev. With To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	Mated	Mated Bencroft	
0.26	0.29	2.20	7.67	2.05	21.90	7.63	4.55	3.28	0.12	
0.18	0.21	1.58	5.51	1.48	22.59	9.45	5.40	3.46	0.13	
0.26	0.29	2.20	7.67	2.05	21.90	7.63	4.55	3.28	0.12	
0.21	0.25	1.80	7.07	1.86	21.66	7.69	4.58	3.54	0.13	

Steady State Analysis

Mitigation Check 1 - >10% of Historical	-28.0%	-28.1%	-28.1%	-28.2%	-28.2%	2.7%	22.8%	20.8%	15.4%	5.3%	4.3%
Mitigation Check 2 - > 2 AFT:	-0.1	-0.1	-0.0	-2.2	-0.0	0.0	1.8	0.0	0.1	0.2	0.0
Mitigation Check 3 - >10% of Total:	0.4%	0.4%	3.1%	10.3%	2.9%	44.6%	18.7%	10.0%	1.0%	6.8%	0.3%
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Val. Req'd (ac-ft):	-0.1	-0.1	-0.0	-2.2	-0.0	0.0	1.8	0.0	0.1	0.2	0.0

Transition State Analysis

Mitigation Check 1 - >10% of Historical	-18.5%	-14.0%	-9.5%	-8.5%	-9.8%	4.4%	23.8%	22.8%	17.8%	7.9%	4.9%
Mitigation Check 2: > 2 AFT:	0.0	0.0	-0.2	-0.7	-0.2	1.0	1.95	1.0	0.1	0.3	0.0
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	-0.2	-0.7	-0.2	1.0	2.0	1.0	0.1	0.3	0.0

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Transfer 2 :

WR No.	Div. Rate (CFS)	Cont. Vol. (AF/A)	No. of Irr. Acres	Priority Date	PDD Location	Dedicated Vol. AF/A AFT	Model Node
Transfer: Proposed Steady State Impacts following Transfer							
Transfer 1: Worst Case Transient State Impacts following Transfer							

Impact by Reach (AF/Trimester)

[illegible]

Steady State Analysis

[illegible]

Transient State Analysis

[illegible]

Transfer 3 :

WR No.	Dir. Rate (CFB)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer: Proposed Steady State Impacts following Transfer							
Transfer: Worst Case Transient State Impacts following Transfer							

Impact by Reach (AF/Trimester)

[illegible]

Steady State Analysis

[illegible]

Transient State Analysis

[illegible]

Evaluation of overall mitigation requirements per reach Steady State and Transient State, and Off-Setting Benefits (Sum of reach debits only where mitigation is required and credits)

Carry out one way analysis. If reach depletions go up, it is a debit, if they go down, it is a credit. Sum all debits, only where mitigation is required (dark yellow), and all credits (light yellow). Mitigation is required for the full amount of the summed values if greater than zero.

Steady state analysis represents permanent mitigation requirements at future steady state (or last timestep from the ESPAM Transfer Tool model run).

Transient state analysis represents mitigation requirements for the worst or maximum time step in the model run.

Steady State Summary of Modified Stream Depletions Following Transfer(s)											
Impact by Reach (AFT/Trimester)											
Ashton to Resburg	Hesse to Shelby	Shelby to N. Bickft	N. Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Maled	Maled to Maled	Maled to Bancroft	
1	-0.1	-0.1	-0.6	-2.2	-0.6	0.6	1.6	0.1	0.2	0.0	
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Summary:	-0.1	-0.1	-0.6	-2.2	-0.6	0.0	0.0	0.0	0.0	0.0	

Evaluation of transient state mitigation requirement is not comprehensive across all time steps. Instead this evaluation finds the maximum stream depletion following the start of the transfer and looks at depletion amounts from that time step. In many instances this depletion is greater than the depletion associated with the steady state condition or final time step. This evaluation is merely an indicator of whether transient depletions must be considered, not an indicator of all transient impacts.

Transient State Summary of Modified Stream Depletions Following Transfer(s)											
Impact by Reach (AFT/Trimester)											
Ashton to Resburg	Hesse to Shelby	Shelby to N. Bickft	N. Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Maled	Maled to Maled	Maled to Bancroft	
1	0.0	0.0	-0.2	-0.7	-0.2	1.0	2.0	1.0	0.1	0.3	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
	0.0	0.0	-0.2	-0.7	-0.2	0.0	0.0	0.0	0.0	0.0	

Evaluation of Permanent Mitigation Efforts (non-use, acreage consolidation) In Addition to Off-Setting Transfer Benefits - Steady State Evaluation Only

Set Aside 1 (Non-Use/Desiccation):

WR No.	Div.	Rate	Con. Vol.	No. of Irr.	Priority	POD	Dedicated Vol.	Model
(CFS)	(AFA)			Acres	Date	Location	AFA/ AFT	Node

Non-Use: Proposed Steady State Impacts following Change

Non-Use 1: Worst Case Transient State Impacts following Change

Impact by Reach (AFT/Trimester)											
Ashton to Resburg	Hesse to Shelby	Shelby to N. Bickft	N. Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Maled	Maled to Maled	Maled to Bancroft	

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SS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TS Reach Impacts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Re-evaluation of overall mitigation requirements per reach, Steady State Only (Sum of reach debits only where mitigation is required and credits)

Steady State Summary of Modified Stream Depletions Following Transfer(s)											
Impact by Reach (AFT/Trimester)											
Ashton to Resburg	Hesse to Shelby	Shelby to N. Bickft	N. Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Maled	Maled to Maled	Maled to Bancroft	
Total 1-Way Transfer Depletions:	-0.1	-0.1	-0.6	-2.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0
Total Mitigation Efforts:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	-0.1	-0.1	-0.6	-2.2	-0.6	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Summary of Modified Stream Depletions Following Transfer(s)											
Impact by Reach (AFT/Trimester)											
Ashton to Resburg	Hesse to Shelby	Shelby to N. Bickft	N. Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr to 1000 Spr	1000 Spr to Maled	Maled to Maled	Maled to Bancroft	
Total 1-Way Transfer Depletions:	0.0	0.0	-0.2	-0.7	-0.2	0.0	0.0	0.0	0.0	0.0	0.0
Total Mitigation Efforts from Rentals:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	0.0	0.0	-0.2	-0.7	-0.2	0.0	0.0	0.0	0.0	0.0	0.0

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH

TRANSFER NO:

"UPDATE DATES" BUTTON

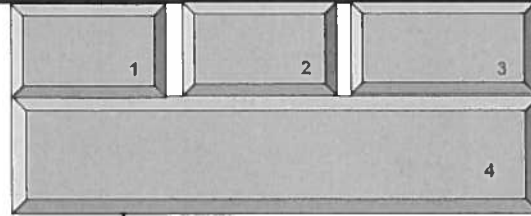
YEAR

1950

TRANSFER NAME:

SEASON

SPRING



36-8111 8/20/1982

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	55	54	55	56
COLUMN	27	26	25	30

0.0 AFA

0.0 AFA

0.0 AFA

51.7 AFA

97.0 AFA

3.3 AFA

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1950	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1951	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1956	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1957	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1958	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1959	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1960	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1962	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1963	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1967	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1968	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1969	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1970	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1971	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1972	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1973	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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"UPDATE DATES" BUTTON

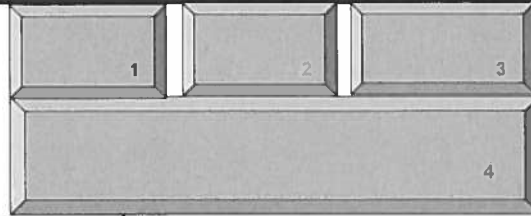
YEAR

1950

TRANSFER NAME:

SEASON

SPRING



36-8111 8/20/1982

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	55	54	55	56
COLUMN	27	26	25	30

0.0 AFA

51.7 AFA

0.0 AFA

97.0 AFA

0.0 AFA

3.3 AFA

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1982	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1982	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1982	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1983	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1983	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1983	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1984	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1984	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1984	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1985	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1985	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1985	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1986	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1986	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1986	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1987	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1987	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1987	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1988	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1988	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1988	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1989	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1989	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1989	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1990	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1990	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1990	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1991	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1991	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1991	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1992	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1992	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1992	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1993	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1993	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1993	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1994	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1994	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1994	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1995	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1995	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1995	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1996	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1996	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1996	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1997	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1997	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1997	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1998	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1998	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1998	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 1999	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 1999	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 1999	0.0	0.0	0.0	0.0	0.0	50.7	50.7

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TRANSFER NO:
TRANSFER NAME:
YEAR: 1950
SEASON: SPRING

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36 8111 8/20/1982

ENTER CELL LOCATIONS:

'TO' CELL: 55
'FROM1' CELL: 54
'FROM2' CELL: 55
'FROM3' CELL: 56

0.0 AFA
51.7 AFA

0.0 AFA
97.0 AFA

0.0 AFA
3.3 AFA

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2000	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2000	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2000	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2001	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2001	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2001	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2002	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2002	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2002	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2003	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2003	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2003	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2004	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2004	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2004	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2005	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2005	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2005	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2006	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2006	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2006	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2007	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2007	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2007	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2008	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2008	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2008	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2009	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2009	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2009	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2010	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2010	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2010	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2011	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2011	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2011	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2012	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2012	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2012	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2013	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SUM 2013	0.0	0.0	0.0	0.0	0.0	50.7	50.7
WIN 2013	0.0	0.0	0.0	0.0	0.0	50.7	50.7
SPR 2014	0.0	0.0	0.0	0.0	0.0	0.0	50.7
SUM 2014	0.0	0.0	0.0	0.0	0.0	0.0	50.7
WIN 2014	0.0	0.0	0.0	0.0	0.0	0.0	50.7
SPR 2015	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2015	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2015	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2016	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2016	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2016	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2017	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2017	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2017	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2018	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2018	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2018	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2019	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2019	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2019	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2020	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2020	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2020	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2021	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2021	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2021	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2022	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2022	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2022	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2023	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2023	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2023	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2024	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2024	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2024	17.2	32.3	0.0	1.1	0.0	0.0	50.7

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SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:
YEAR 1950 TRANSFER NAME:
SEASON SPRING

36-8111 8/20/1982

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL	0.0 AFA	0.0 AFA	0.0 AFA
ROW	55	54	55	56	51.7 AFA	97.0 AFA	3.3 AFA
COLUMN	27	26	25	30			

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2025	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2025	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2025	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2026	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2026	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2026	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2027	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2027	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2027	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2028	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2028	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2028	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2029	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2029	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2029	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2030	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2030	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2030	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2031	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2031	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2031	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2032	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2032	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2032	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2033	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2033	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2033	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2034	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2034	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2034	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2035	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2035	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2035	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2036	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2036	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2036	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2037	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2037	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2037	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2038	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2038	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2038	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2039	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2039	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2039	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2040	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2040	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2040	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2041	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2041	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2041	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2042	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2042	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2042	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2043	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2043	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2043	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2044	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2044	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2044	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2045	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2045	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2045	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2046	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2046	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2046	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2047	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2047	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2047	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SPR 2048	17.2	32.3	0.0	1.1	0.0	0.0	50.7
SUM 2048	17.2	32.3	0.0	1.1	0.0	0.0	50.7
WIN 2048	17.2	32.3	0.0	1.1	0.0	0.0	50.7

COPY

MEMORANDUM OF AGREEMENT OF SALE

THIS AGREEMENT is made and entered into this 17th day of May, 2005, by and between **JEROME DEVELOPMENT CORPORATION**, an Idaho Non-Profit Corporation, hereinafter referred to as "JDC", and **CITY OF JEROME**, an Idaho Municipal Corporation, hereinafter referred to as "CITY",

RECITALS

- A. JDC now owns real property located in Jerome County, Idaho, more particularly described as the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 14, Township 8 South, Range 17 EBM, Jerome County, Idaho. Appurtenant to the real property is Water Right No. 36-8111.
- B. The parties now wish to agree upon terms and conditions whereby Seller will sell and Buyer will purchase the real property and water right from the Seller.

IT IS, THEREFORE, AGREED in consideration of these Recitals and the promises and covenants hereafter contained as follows:

1. **Sale.** JDC agrees to sell to CITY and CITY agrees to purchase from JDC the real property and water right described in Recital "A" above.
2. **Purchase Price.** The purchase price for the real property and water rights shall be the sum of **Two Hundred Ten Thousand Seven Hundred and no/100 Dollars (\$210,700.00)**, lawful money of the United States of America to be paid in full in cash at closing.
3. **Closing.** The closing of the transaction shall take place at Land Title and Escrow, Inc., Jerome, Idaho, on or before the 31st day of May, 2005. The parties shall bear all closing costs in equal shares.
4. **Documents at Closing.** At closing, JDC shall execute and deliver to CITY the following:
 - A. Warranty Deed conveying marketable title to the real property, free and clear of all liens and encumbrances whatsoever, except for existing easements, rights of way and any other encumbrances approved by CITY in writing prior to closing.

B. IDWR Water Right Transfers of Ownership

5. **Possession at Closing.** CITY shall have possession of the real property at closing.

6. **Title Insurance.** JDC shall, at its expense, as soon as practicable, obtain a commitment for title insurance demonstrating JDC's ability to convey marketable title to the above described real property free and clear of all liens and encumbrances except for existing easements, rights of way and liens for taxes and assessments for 2005 and future years. The commitment shall be in the amount of the purchase price of the real property. As soon as the commitment is available, a copy shall be delivered to the CITY. CITY shall have until one (1) day prior to closing to object in writing to any of the exceptions noted on the title insurance policy which render the title unmarketable. Notice of such objection must be given to the JDC prior to closing. If the objectionable features to the title cannot be removed at or before the date of closing, this agreement shall be null and void.

7. **Water Right.** It is the intention of the parties that JDC will transfer to CITY all of JDC's interest in Water Right No. 36-8111 consisting of .76 cfs diversion rate and 152 acre feet per year of volume. It is the intention of the CITY to convert the nature of the water right, which is presently for irrigation use, to municipal use in connection with municipal water improvements to be constructed by the CITY on the real property. The CITY shall bear the entire cost of any transfer proceedings necessary to carry into effect the intention and purposes of the CITY. The parties also acknowledge that Water Right No. 36-8111 is presently used in connection with Water Right No. 36-02611, the ownership of which is retained by the heirs of the Estates of Jay A. Brown and Marie H. Brown, now deceased, and that any water transfer proceeding may require the cooperation of those heirs. JDC agrees to cooperate with CITY in all aspects of the transfer proceeding, and to provide any necessary affidavits, documents or other information which would assist the CITY in the transfer proceeding.

8. **Point of Diversion.** The parties also acknowledge that the CITY will be required at its sole cost and expense to drill its own well to create a separate point of diversion for Water Right No. 36-8111 apart from the well that now exists. This is required as a result of prior agreements between JDC and the Estates of Jay A. Brown and Marie H. Brown, deceased, to achieve the separation of points of diversion for water rights 36-8111 and 36-02611.

9. **Taxes, Assessments:** Real property taxes shall be pro rated between the parties as of the date of closing for the year 2005. Taxes and assessments for

2004 and prior years shall be the responsibility of the JDC. Taxes and assessments for the year 2006 and future years shall be the responsibility of the CITY. CITY shall reimburse JDC the 2005 water assessment of the North Side Canal Company at closing.

10. **Warranties of JDC.** JDC warrants to the CITY that:

- A. JDC is a duly formed and existing corporation under the laws of the State of Idaho.
- B. JDC has taken all necessary procedures to authorize the approval of the signature of this Agreement and the execution of all the documents required to carry this Agreement into effect.
- C. JDC has complete authority to enter into this transaction.
- D. To the best of the knowledge of the JDC and its officers, there are no buried fuel tanks on the real property and there are no hazardous substances present on or under the real property in violation of any environmental law. The term "environmental law" for purposes of this agreement shall mean:

Any statute, regulation, rule, order or decision of the United States of America, the State of Idaho or the County of ~~Gooding~~ ^{JEROME (ID)}, or any commission, department, agency or tribunal thereof, regulating the presence of hazardous substances on or under real property including, but not limited to, the following Federal acts:

- The Resource Conservation and Recovery Act
- The Comprehensive Environmental Response, Compensation and Liability Act
- The Clean Water Act

11. **Integration.** JDC and CITY acknowledge that the terms, conditions and covenants of this Agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this Agreement, and that this Agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this Agreement shall be valid unless in writing and executed by all the parties hereto.

12. **Time is of the Essence.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

13. **Attorney Fees on Default.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

14. **Covenants Survive Closing.** The parties agree that the terms, conditions, warranties and covenants of this agreement shall survive closing.

15. **Additional Documents.** The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

16. **Binding Effect.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

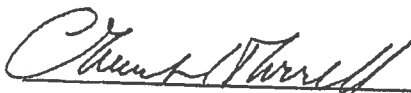
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"JDC"



PRESIDENT

"CITY"



MAYOR

STATE OF IDAHO)

SS:

I, _____, a Notary Public, do hereby
 certify that on this _____ day of _____, 2005, personally appeared
 _____, who, being by me first duly sworn, declared that
 (s)he is the _____ of JEROME DEVELOPMENT CORPORATION,
 an Idaho Non-Profit Corporation, that (s)he signed the foregoing document as
 _____ of the corporation, and that the statements therein contained
 are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

~~NOTARY PUBLIC for Idaho~~

RICK BEERSEN,
NOTARY PUBLIC
STATE OF IDAHO

Expirés: 7-7-08

STATE OF IDAHO)

SS:

I, Shonna C. Fraser, a Notary Public, do hereby certify that on this 20th day of May, 2005, personally appeared Charles Correll, who, being by me first duly sworn, declared that ~~(x)~~he is the Mayor of the CITY OF JEROME, an Idaho Municipal Corporation, that ~~(x)~~he signed the foregoing document as Mayor of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC

NOTARY PUBLIC for Idaho

Residing at: Serome

Commission Expires: 5-23-07

CORPORATE WARRANTY DEED

J-34326
FOR VALUE RECEIVED,

Instrument # 2052891

JEROME COUNTY, JEROME, IDAHO
2005-06-01 03:58:48 No. of Pages: 2
Recorded for : LAND TITLE & ESCROW
CHERYL WATTS Fee: 6.00
Ex-Officio Recorder Deputy *Cheryl Watts*

JEROME DEVELOPMENT CORPORATION, INC.

a corporation duly organized and existing under the laws of the State of Idaho, GRANTOR, does hereby grant, bargain, sell and convey unto

CITY OF JEROME, an Idaho Municipal Corporation
Whose address is: 152 East Ave. "A" Jerome, Idaho

GRANTEE, the following described real estate, to-wit:

COPY

SEE EXHIBIT "A" ATTACHED HERETO:

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO THE
REAL PROPERTY DESCRIBED HEREIN, INCLUDING BUT NOT LIMITED TO
WATER RIGHT NO. 36-8111

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said GRANTEE, and the successors and assigns of the GRANTEE forever, except as aforesaid.

IN WITNESS WHEREOF, The GRANTOR, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 31ST day of MAY, 2005.

JEROME DEVELOPMENT CORPORATION, INC.

BY: *[Signature]*
PRESIDENT

ATTEST: *Weldon Weigle*
SECRETARY

STATE OF IDAHO)
COUNTY OF JEROME) ss.

EXHIBIT A
Legal Description

Order Number: J-34326

PROPOSED LOT 1 IN BLOCK 2, 93 CORRIDOR TECH PARK SUBDIVISION

That Portion of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 403.56 feet;
Thence West 211.07 feet;
Thence North 00°01'16" West 404.18 feet;
Thence South 89°49'51" East 211.07 feet to the POINT OF BEGINNING.

TOGETHER WITH an Access Easement (Proposed Dedicated Roadway), described as follows:

Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet;
Thence North 89°49'51" West 211.07 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 399.14 feet;
Thence South 89°58'44" West 109.06 feet to a point on a non-tangent curve to the left
having a radius of 50.00 feet and a chord that bears North 44°26'26" East 70.04
feet;
Thence along said curve, a distance of 77.50 feet;
Thence North 00°01'16" West 239.52 feet to a curve to the left having a radius of 50.00
feet a central angle of 89°48'35" and a chord that bears North 44°55'33" West
70.59 feet;
Thence along said curve, a distance of 78.37 feet;
Thence North 89°49'51" West 997.97 feet to the East line of a Jerome Highway District
Easement recorded as Entry No. #288446 in Jerome County records;
Thence North 01°24'03" West 60.02 feet;
Thence South 89°49'51" East 1109.25 feet to the POINT OF BEGINNING.

-End Exhibit A-

AGREEMENT FOR SPLIT OF WATER RIGHTS

This Agreement is made and entered into this 31 day of May, 2013, by and between DEAN LLOYD BROWN, DEBRA L. BROWN, CATHERINE BROWN SMITH and MARLENE BROWN MALM, hereinafter referred to collectively as "Browns", and THE CITY OF JEROME, an Idaho municipal corporation, hereinafter referred to as "City".

RECITALS

- A. The City currently owns Water Right 36-8111.
- B. The Browns currently own Water Right 36-2611.
- B. Water Rights Nos. 36-8111 and 36-2611 as now partially decreed are subject to a combined use limitation for irrigation purposes in the total amount of 4.61 cfs on 38 acres for Water Right No. 36-8111 and for 274 acres for Water Right No. 36-2611. For the total place of use of 312 acres the allocated diversion rate per acre is .01478.
- C. In order that the water rights may be split so that the parties may independently pursue application transfers and other rights free of the current combined use limitation, the parties wish to agree upon the split of the rights.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

1. **WATER RIGHT NO. 36-811.** Water Right No. 36-8111 shall be allocated .56 cfs of the present combined use limitation of 4.61 cfs for a place of use of 38 acres, all within the SE1/4NW1/4, Section 14, Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 148.70 acre feet.
2. **WATER RIGHT NO. 36-2611.** Water Right No. 36-2611 shall receive 4.05 cfs of the present combined use limitation of 4.61 cfs for a place of use of 274 acres, within the NE1/4SW1/4, SE1/4SW1/4, NE1/4SE1/4, NW1/4SE1/4, SW1/4SE1/4 and the SE1/4SE1/4 of Section 14, and the NE1/4NE1/4, NW1/4NE1/4, and NE1/4NW1/4, Section 23, all in Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 1,090.50 acre feet.
3. **REMAINING ELEMENTS OF EACH RIGHT.** All remaining elements of Water Rights Nos. 36-8111 and 36-2611 shall remain as now partially decreed.
4. **SUBMISSION TO IDAHO DEPARTMENT OF WATER RESOURCES.** A copy of this Agreement shall be submitted to the Idaho Department of Water Resources together with the request that the records of the Idaho Department of Water Resources be modified to reflect this Agreement as to Water Rights Nos. 36-8111 and 36-2611.

5. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

6. **FURTHER AND ADDITIONAL DOCUMENTS.** The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

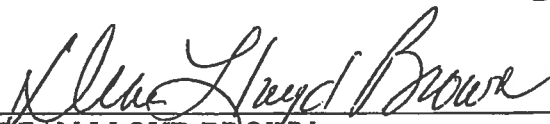
7. **ATTORNEY FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

8. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

9. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

•BROWNS•


DEAN LLOYD BROWN

DEBRA L. BROWN

CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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DEAN LLOYD BROWN



DEBRA L. BROWN

CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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•BROWNS•

DEAN LLOYD BROWN

DEBRA L. BROWN



CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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•BROWNS•

DEAN LLOYD BROWN

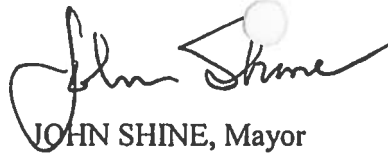
DEBRA L. BROWN

CATHERINE BROWN SMITH

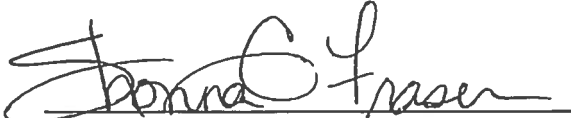
Marlene Brown Malm
MARLENE BROWN MALM

•CITY•

By: _____


JOHN SHINE, Mayor

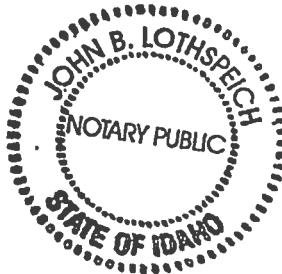
ATTEST:

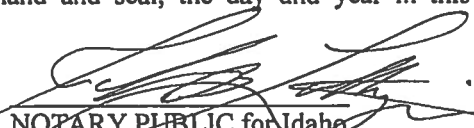

SHONNA FRASER, City Clerk

STATE OF IDAHO)
 :SS
County of Jerome)

On this 12 day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN SHINE and SHONNA FRASER, the Mayor and City Clerk, respectively, of THE CITY OF JEROME, a municipality, known to me to be such officers of the Municipal Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

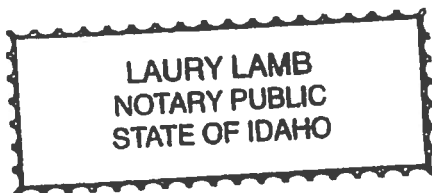



NOTARY PUBLIC for Idaho
Residing at: Idaho, ID
Commission Expires: 6-8-18

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN LLOYD BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.




NOTARY PUBLIC for Idaho

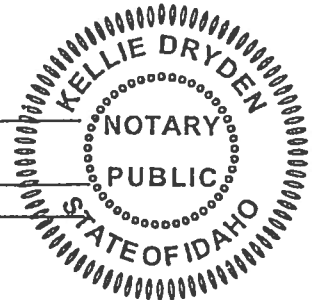
Residing at: Jerome
Commission Expires: 4/2/2016

STATE OF IDAHO)
:ss.
County of Bonner)

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA L. BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Kellie Dryden
NOTARY PUBLIC for Idaho
Residing at: Sandpoint
Commission Expires: Sept. 26, 2013



STATE OF IDAHO)
:ss.
County of _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATHERINE BROWN SMITH, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
:SS.
County of _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA L. BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
:SS.
County of Bannock)

On this 30th day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATHERINE BROWN SMITH, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



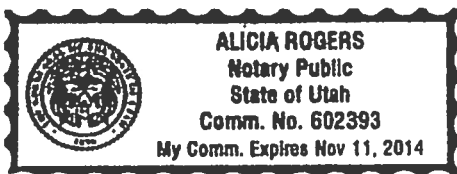
Kelly Parrish

NOTARY PUBLIC for Idaho
Residing at: Blackfoot ID
Commission Expires: 01-03-2018

STATE OF Utah)
~~IDAHO~~)
County of Utah) :SS.

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARLENE BROWN MALM, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Alicia Rogers
NOTARY PUBLIC for ~~Idaho~~ Utah
Residing at: 1012 W. 800 S. Payson UT 84651
Commission Expires: Nov. 11, 2014



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

September 25, 2014

CITY OF JEROME
152 E AVE A
JEROME, ID 83338

RE: Transfer No. 78803
Water Right No(s). 36-8111

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 10/2/2014 and 10/9/2014**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**October 20, 2014**).

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,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O CHARLES G BROCKWAY
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Thursday, September 25, 2014 9:24 AM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.doc

Attached please find (1) legal notice being submitted for publication on October 2nd & 9th, 2014. 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

September 25, 2014

LEGAL NOTICE DEPARTMENT

TIMES NEWS

PO BOX 548

TWIN FALLS, ID 83303-0548

RE: Transfer No. 78803
Water Right No(s): 36-8111

RE: Transfer No. 79560
Water Right No(s): 36-7072

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 October 20, 2014. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 78803**

CITY OF JEROME, 152 E AVE A, JEROME, ID 83338; has filed Application No. 78803 for changes to the following water rights within JEROME County(s): Right No(s). 36-8111. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes to change the place of use (POU), point of diversion (POD), and nature of use for irrigation water right 36-8111. Water right 36-8111 (0.56 cfs,) is currently appurtenant to 38.0 acres of ground located approximately 4.0 to 4.3 miles east, and 0.50 to 0.75 miles north of the intersection of State Highways 25 and 79 in Jerome (city center). Transfer will change POU from that location to the service area of the city of Jerome.

The application will change the POD from its current location, approximately 4.6 miles east and 0.28 miles north of Jerome, to five existing Jerome municipal wells located at the following approximate locations, from the center of Jerome: 1.76 miles east; 0.24 miles east and 0.63 miles north (2 PODs); 0.45 miles east and 0.11 miles south; and 1.66 miles south and 0.03 miles west.

In addition, the application seeks to change the nature of use from irrigation to municipal in order to replace irrigation occurring under the City's other municipal water rights. Although the application intends to change the nature of use to municipal, the purpose of the right will be for irrigation within the City service area.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 79560**

NORTH SNAKE GROUND WATER DISTRICT, 152 E MAIN ST, JEROME, ID 83338; MAGIC VALLEY GROUND WATER DISTRICT, PO BOX 430, PAUL, ID 83347; SOUTHWEST IRRIGATION DISTRICT, WILLIAM A PARSONS, PO BOX 910, BURLEY, ID 83318; has filed Application No. 79560 for changes to the following water rights within GOODING County(s): Right No(s). 36-7072. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes changing the place of use and adding a mitigation component to a 10.0 cfs portion of a water right currently diverted from springs tributary to the Snake River and used at the SeaPac of Idaho hatchery located approximately 2.3 to 2.8 miles east and 4.1 to 4.6 miles south of Hagerman. The change in place of use consists of adding the Rangen fish facility, located approximately 2.2 to 2.5 miles east and 2.6 to 2.8 miles south of Hagerman, as an authorized place of use for fish propagation and mitigation use. The transfer would allow for up to 10.0 cfs of water currently used at the SeaPac of Idaho hatchery to remain at the hatchery &/or be delivered to the Rangen fish facility as proposed in the Fourth Mitigation Plan submitted by the Idaho Ground Water Appropriators in response to the Rangen water delivery call.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and the proposed transfers, please visit our website at www.idwr.idaho.gov and search under New Water Right Applications. 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 October 20, 2014. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on October 2nd & 9th, 2014



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

September 25, 2014

CINDY YENTER
WATER DISTRICT #130
650 ADDISON AVE W, STE 500
TWIN FALLS, ID 83301

Hand Delivered

RE: Transfer No. 78803
Water Right No(s): 36-8111

RE: Transfer No. 79560
Water Right No(s): 36-7072

Dear Ms. Yenter:

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,

A handwritten signature in cursive script that reads "Denise Maline". The signature is written in dark ink and is positioned above the printed name and title.

Denise Maline
Administrative Assistant

MEMORANDUM

Date: September 18, 2014
To: Transfer 78803 File
From: Jim Bitzenburg
Re: Evaluation of Sufficiency of Information Submitted

Application proposes to change the place of use (POU), point of diversion (POD), and nature of use for irrigation water right 36-8111. Water right 36-8111 (0.56 cfs,) is currently appurtenant to 38.0 acres of ground located approximately 4.0 to 4.3 miles east, and 0.50 to 0.75 miles north of the intersection of State Highways 25 and 79 in Jerome (city center). Transfer will change POU from that location to the service area of the city of Jerome.

The application will change the POD from its current location, approximately 4.6 miles east and 0.28 miles north of Jerome, to five existing Jerome municipal wells located at the following approximate locations, from the center of Jerome: 1.76 miles east; 0.24 miles east and 0.63 miles north (2 PODs); 0.45 miles east and 0.11 miles south; and 1.66 miles south and 0.03 miles west.

In addition, the application seeks to change the nature of use from irrigation to municipal in order to replace irrigation occurring under the City's other municipal water rights. Although the application intends to change the nature of use to municipal, the purpose of the right will be for irrigation within the City service area.

- **Authority to File:**
The Department's database indicates that water right 36-8111 is owned by the applicant, the City of Jerome. Application was signed by John Shine, the mayor of Jerome at the time of the application.
- **Water Right Validity:**
Right 36-8111 was partially decreed in the SRBA in January of 2002. A review of satellite imagery indicates irrigation has occurred on approximately 26 acres in 2013, with no other irrigation apparent in the last 5 years, so forfeiture of some acres may be a possibility.
- **Injury to Other Water Rights:**
None anticipated or foreseen.
- **Enlargement of Use:**
None anticipated.
- **Local Public Interest:**
No issues anticipated.
- **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:**

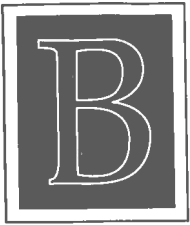
None Anticipated

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.

MEMORANDUM

Date: September 22, 2014
To: Transfer 78803 File
From: Jim Bitzenburg
Re: Phone conversation with Chuck Brockway concerning the correction of City of Jerome existing water right PODs not on this transfer

This morning I called Chuck Brockway concerning the correction of PODs on existing City of Jerome water rights 36-4196, 36-8237, 36-15361, 36-2518, 36-4195. The current transfer application noted that two of the POD locations were incorrect. I have corrected the locations for the PODs for right 36-8111, but told Chuck that the City would need to file another transfer involving the five existing rights to correct the PODs on those rights. I advised him that the approval of this transfer may necessitate the filing of that new transfer and he told me that the mistake was made by the Department in the Adjudication recommendation, but that he would bring it to the attention of the City and they would decide whether or not to file the transfer.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED
JUL 07 2014
DEPT OF WATER RESOURCES
SOUTHERN REGION

July 3, 2014

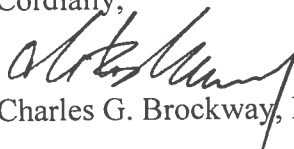
Mr. Jim Bitzenburg
Idaho Department of Water Resources
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301

Re: City of Jerome – Application for Transfer
Project No. 356-02-2012

Dear Mr. Bitzenburg:

As part of the continuing effort to clear up the ownership and disentanglement of water rights 36-2611 and 36-8111, a First Amendment to Agreement for Split of Water Rights has been executed by all parties with an ownership interest in either of the two rights. This document amends paragraphs 1 and 2 of the original split agreement to confirm that 36-8111 allows 38 acres, 0.56 cfs, and 152 afa. I have reviewed this document and I believe it should clear up the last hindrance to the further processing of the transfer application. If you have any questions, please do not hesitate to call.

Cordially,



Charles G. Brockway, P.E.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Enc. First Amendment to Agreement for Split of Water Rights
Cc: Rob Williams w/o enc.

**FIRST AMENDMENT TO
AGREEMENT FOR SPLIT OF WATER RIGHTS**

RECEIVED
JUL 07 2014
DEPT OF WATER RESOURCES
SOUTHERN REGION

This First Amendment to Agreement for Split of Water Rights is made and entered into this 19 day of June, 2014, by and among the CITY OF JEROME, an Idaho municipal corporation ("City"), DEAN LLOYD BROWN, DEBRA L. BROWN, CATHERINE BROWN SMITH and MARLENE BROWN MALM, ("Browns") together with their successors in interest, RAD BROWN, LLC, an Idaho limited liability company, R. L. BROWN FARMS, LLC, an Idaho limited liability company and REED LEROY BROWN and DANE MICHAEL BROWN, ("Successors in Interest") and enter into this agreement as follows:

RECITALS

- A. The Browns and the City entered into an Agreement For Split of Water Rights on May 31, 2013 ("Agreement"). A true and correct copy of the Agreement is attached hereto as **EXHIBIT A**.
- B. Subsequently the Browns sold all their right, title and interest in the real property they owned, to which the water rights described in EXHIBIT A are appurtenant to, to RAD BROWN, LLC, an Idaho limited liability company, R.L. BROWN FARMS, LLC, an Idaho limited liability company and REED LEROY BROWN and DANE MICHAEL BROWN.
- C. The parties now wish to amend paragraphs 1 and 2 of the Agreement to correct the number of acre feet referred to in each of paragraphs 1 and 2.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

- 1. Paragraph 1 of the Agreement is amended to read as follows:

"1. **WATER RIGHT NO. 36-8111.** Water Right No. 36-8111 shall be allocated .56 cfs of the present combined use limitation of 4.61 cfs for a place of use of 38 acres, all within the SE1/4NW1/4, Section 14, Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 152.0 acre feet."

- 2. The parties agree to amend paragraph 2 of the Agreement as follows:

"2. **WATER RIGHT NO. 36-2611.** Water Right No. 36-2611 shall receive 4.05 cfs of the present combined use limitation of 4.61 cfs for a place of use of 274 acres, within the NE1/4SW1/4, SE1/4SW1/4, NE1/4SE1/4, NW1/4SE1/4, SW1/4SE1/4 and the SE1/4SE1/4 of Section 14, and the NE1/4NE1/4, NW1/4NE1/4, and NE1/4NW1/4, Section 23, all in Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 1,096.0 acre feet."

3. In all other respects not inconsistent with this Amendment, the parties do hereby ratify, confirm and approve the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"CITY"

By: David M. Davis
DAVE DAVIS, Mayor

ATTEST:

Shonna Fraser
SHONNA FRASER, City Clerk

"BROWNS"

Dean Lloyd Brown
DEAN LLOYD BROWN

Debra L. Brown
DEBRA L. BROWN

Catherine Brown Smith
CATHERINE BROWN SMITH

Marlene Brown Malm
MARLENE BROWN MALM

"SUCCESSORS IN INTEREST"

RAD BROWN, LLC,
an Idaho limited liability company

RL BROWN FARMS, LLC,
an Idaho limited liability company

Reed Brown
REED BROWN, member

Reed Brown
REED BROWN, Member

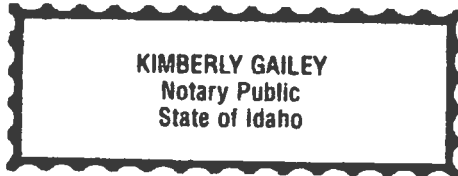
Reed Leroy Brown
REED LEROY BROWN

Dane Michael Brown
DANE MICHAEL BROWN

STATE OF IDAHO)
:SS.
County of Jerome)

On this 3 day of June, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA L. BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

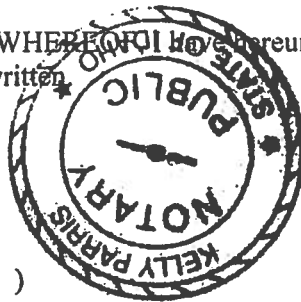


[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 10-18-2017

STATE OF IDAHO)
:SS.
County of Bingham)

On this 19 day of June, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATHERINE BROWN SMITH, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

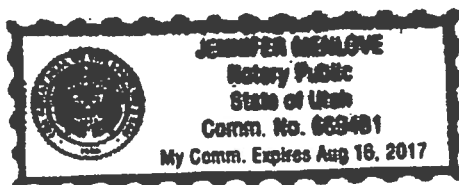


[Signature]
NOTARY PUBLIC for Idaho
Residing at: Blackfoot
Commission Expires: 01-03-2018

STATE OF IDAHO)
:SS.
County of Utah)

On this 6 day of June, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARLENE BROWN MALM, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

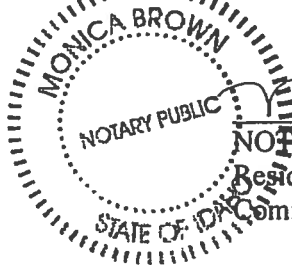


[Signature]
NOTARY PUBLIC for Idaho Utah
Residing at: Utah Community Credit Union
Commission Expires: August 18, 2017

STATE OF IDAHO)
:SS.
County of Jerome)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED BROWN, member of RAD BROWN, LLC, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

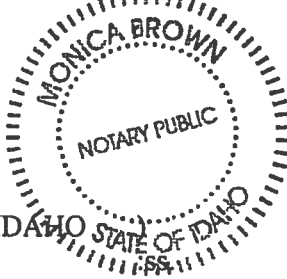


NOTARY PUBLIC for Idaho
Residing at: Hagerman, ID
Commission Expires: 5-25-19

STATE OF IDAHO)
:SS.
County of Jerome)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED BROWN, member of RL BROWN FARMS, LLC, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

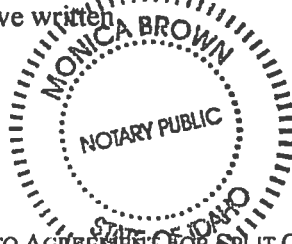


NOTARY PUBLIC for Idaho
Residing at: Hagerman, ID
Commission Expires: 5-25-19

STATE OF IDAHO)
:SS.
County of Jerome)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

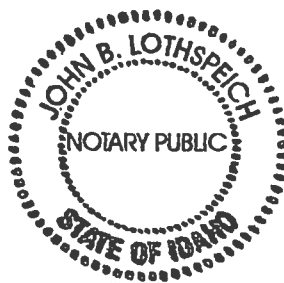


NOTARY PUBLIC for Idaho
Residing at: Hagerman, ID
Commission Expires: 5-25-19

STATE OF IDAHO)
 :SS
County of Jerome)

On this 19 day of March, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVE DAVIS and SHONNA FRASER, the Mayor and City Clerk, respectively, of THE CITY OF JEROME, a municipality, known to me to be such officers of the Municipal Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

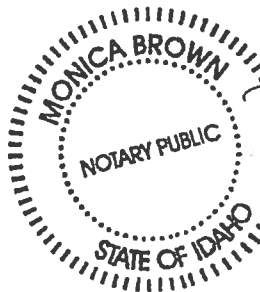



NOTARY PUBLIC for Idaho
Residing at: Jerome, Idaho
Commission Expires: 6-8-18

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN LLOYD BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.




NOTARY PUBLIC for Idaho
Residing at: Hagerman, ID
Commission Expires: 5-25-19

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 29 day of May, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANE MICHAEL BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



NOTARY PUBLIC for Idaho
Residing at: Hagerman, ID
Commission Expires: 5-25-19



AGREEMENT FOR SPLIT OF WATER RIGHTS

This Agreement is made and entered into this 31 day of May, 2013, by and between DEAN LLOYD BROWN, DEBRA L. BROWN, CATHERINE BROWN SMITH and MARLENE BROWN MALM, hereinafter referred to collectively as "Browns", and THE CITY OF JEROME, an Idaho municipal corporation, hereinafter referred to as "City".

RECITALS

- A. The City currently owns Water Right 36-8111.
- B. The Browns currently own Water Right 36-2611.
- B. Water Rights Nos. 36-8111 and 36-2611 as now partially decreed are subject to a combined use limitation for irrigation purposes in the total amount of 4.61 cfs on 38 acres for Water Right No. 36-8111 and for 274 acres for Water Right No. 36-2611. For the total place of use of 312 acres the allocated diversion rate per acre is .01478.
- C. In order that the water rights may be split so that the parties may independently pursue application transfers and other rights free of the current combined use limitation, the parties wish to agree upon the split of the rights.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

- 1. **WATER RIGHT NO. 36-811.** Water Right No. 36-8111 shall be allocated .56 cfs of the present combined use limitation of 4.61 cfs for a place of use of 38 acres, all within the SE1/4NW1/4, Section 14, Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 148.70 acre feet.
- 2. **WATER RIGHT NO. 36-2611.** Water Right No. 36-2611 shall receive 4.05 cfs of the present combined use limitation of 4.61 cfs for a place of use of 274 acres, within the NE1/4SW1/4, SE1/4SW1/4, NE1/4SE1/4, NW1/4SE1/4, SW1/4SE1/4 and the SE1/4SE1/4 of Section 14, and the NE1/4NE1/4, NW1/4NE1/4, and NE1/4NW1/4, Section 23, all in Township 8 South, Range 17 East Boise Meridian, Jerome County, Idaho. The annual diversion volume for this right will be 1,090.50 acre feet.
- 3. **REMAINING ELEMENTS OF EACH RIGHT.** All remaining elements of Water Rights Nos. 36-8111 and 36-2611 shall remain as now partially decreed.
- 4. **SUBMISSION TO IDAHO DEPARTMENT OF WATER RESOURCES.** A copy of this Agreement shall be submitted to the Idaho Department of Water Resources together with the request that the records of the Idaho Department of Water Resources be modified to reflect this Agreement as to Water Rights Nos. 36-8111 and 36-2611.



5. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

6. **FURTHER AND ADDITIONAL DOCUMENTS.** The parties agree to execute such other, further and additional documents as may be required to carry into effect the terms and conditions of this agreement.

7. **ATTORNEY FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay to the non-defaulting party, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

8. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is, and shall be, the essence of each and every term and condition contained herein.

9. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

•BROWNS•


DEAN LLOYD BROWN

DEBRA L. BROWN

CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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•BROWNS•

DEAN LLOYD BROWN

DEBRA L. BROWN

CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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•BROWNS•

DEAN LLOYD BROWN

DEBRA L. BROWN



CATHERINE BROWN SMITH

MARLENE BROWN MALM

•CITY•

By: _____

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9. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

•BROWNS•

DEAN LLOYD BROWN

DEBRA L. BROWN

CATHERINE BROWN SMITH

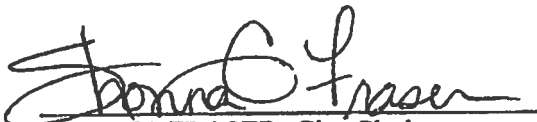
Marlene Brown Malm
MARLENE BROWN MALM

•CITY•

By: _____


JOHN SHINE, Mayor

ATTEST:

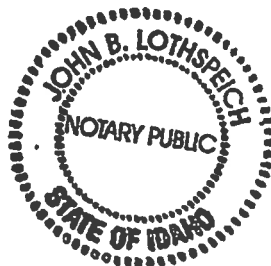

SHONNA FRASER, City Clerk

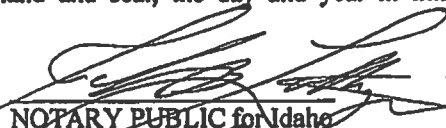
STATE OF IDAHO)

County of Jerome)

On this 12 day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN SHINE and SHONNA FRASER, the Mayor and City Clerk, respectively, of THE CITY OF JEROME, a municipality, known to me to be such officers of the Municipal Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

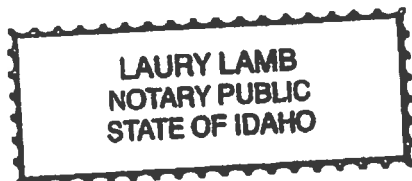


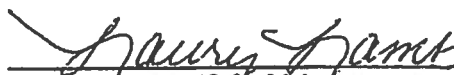

NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 6-8-18

STATE OF IDAHO)
County of Jerome)

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN LLOYD BROWN, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.




NOTARY PUBLIC for Idaho

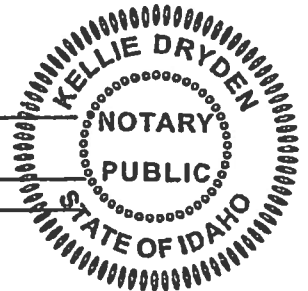
Residing at: Jerome
Commission Expires: 4/2/2016

STATE OF IDAHO)
:ss.
County of Bonner)

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA L. BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Kellie Dryden
NOTARY PUBLIC for Idaho
Residing at: Sandpoint
Commission Expires: Sept. 26, 2013



STATE OF IDAHO)
:ss.
County of _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATHERINE BROWN SMITH, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 :ss.
County of _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA L. BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 :ss.
County of Bonneville)

On this 30th day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CATHERINE BROWN SMITH, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



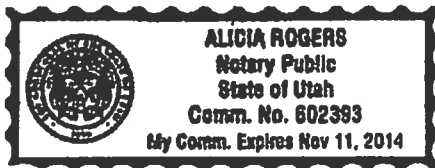
K. Parrish

NOTARY PUBLIC for Idaho
Residing at: Blackfoot ID
Commission Expires: 01-03-2014

STATE OF ~~IDAHO~~ ^{Utah})
County of ^{Utah}) :ss.

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARLENE BROWN MALM, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Alicia Rogers
NOTARY PUBLIC for ~~Idaho~~ ^{Utah}
Residing at: 1012 W. 800 S. Payson UT 84651
Commission Expires: Nov. 11, 2014

Bitzenburg, James

From: Charles G. Brockway [charles.g.brockway@brockwayeng.com]
Sent: Wednesday, February 12, 2014 10:34 AM
To: Bitzenburg, James
Subject: RE: City of Jerome transfer

Rob Williams is getting the change made.

Charles G. Brockway, Ph.D., P.E.
Brockway Engineering, PLLC
2016 Washington St. North, Suite 4
Twin Falls, ID 83301
(208) 736-8543
charles.g.brockway@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Bitzenburg, James [<mailto:James.Bitzenburg@idwr.idaho.gov>]
Sent: Friday, February 07, 2014 9:23 AM
To: charles.g.brockway@brockwayeng.com
Subject: City of Jerome transfer

Chuck-

Concerning the Agreement for Split, if anything in that agreement is not as it is intended, then a new agreement would need to be drawn up. If we revise the earlier ownership change, Trish will use the amounts that are indicated in the Agreement of Split.

Let me know if you have any questions.

Jim

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

Bitzenburg, James

From: Charles G. Brockway [charles.g.brockway@brockwayeng.com]
Sent: Thursday, February 06, 2014 3:43 PM
To: Bitzenburg, James
Subject: RE: City of Jerome transfer

Sorry, Jim – the 0.76 was a typo. It should be 0.56 cfs. However, I don't know where the 148.7 afa came from in the agreement. The rights were decreed for 1248 afa, the standard volume on 312 acres, and this should carry over in the split. The 1090.5 afa for 36-2611 on the agreement also appears to be wrong – it should be 1096 afa.

Can IDWR just carry over the decreed 4 afa since it seems obvious what the intent here is?

Chuck

Charles G. Brockway, Ph.D., P.E.
Brockway Engineering, PLLC
2016 Washington St. North, Suite 4
Twin Falls, ID 83301
(208) 736-8543
charles.g.brockway@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

From: Bitzenburg, James [<mailto:James.Bitzenburg@idwr.idaho.gov>]
Sent: Thursday, February 06, 2014 11:10 AM
To: charles.g.brockway@brockwayeng.com
Subject: City of Jerome transfer

Chuck-

I talked to Rob Williams earlier this week, and I believe we are okay on the deeds. In your cover letter, you mention the previously-executed water right split agreement, and the amount to be transferred is 38 acres / 0.76 cfs / 152 afa. I think the agreement was for 38 acres, 0.56 cfs, and 148.7 afa. Am I confused again?

Jim

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



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

January 31, 2014

Mr. Jim Bitzenburg
Idaho Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, ID 83301

Re: City of Jerome – Application for Transfer
Project No. 356-02-2012

Dear Mr. Bitzenburg:

This letter is in response to your letter of December 16, 2013, by which you requested additional ownership clarification regarding water right 36-8111 and 36-2611. A Second Corrected Warranty Deed has been executed by Jerome Development Corporation and by the estate of Jay Brown. In these deeds, the portion of water right 36-2611 appurtenant to the SE1/4 NW1/4 Section 14 is specifically excluded. These deeds should address the uncertainty you raised and confirm that the City of Jerome does indeed own 38 acres of 36-8111 as stated on the transfer application. Together with the previously-executed water right split agreement, the amount to be transferred is 38 acres / 0.76 cfs / 152 afa.

Please review this information and let me know if anything further is required.

Cordially,

Charles G. Brockway, P.E.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

Cc: Rob Williams
City of Jerome

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
FEB 03 2014
DEPT. OF WATER RESOURCES
SOUTHERN REGION

RECEIVED

FEB 03 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Instrument # 2140183

JEROME COUNTY, JEROME, IDAHO

1-15-2014 03:56:33 No. of Pages: 3

Recorded for : WILLIAMS, MESERVY & LOTHSPACH

MICHELLE EMERSON

Fee: 16.00

Ex-Officio Recorder Deputy

SECOND CORRECTED WARRANTY DEED

Correcting Instrument No. 2024760, recorded the 17th day of September, 2002, Jerome County, Idaho Records, and Instrument No. 2135197, recorded the 13th day of November, 2013, Jerome County, Idaho records, to further correct the water rights referenced therein.

FOR VALUE RECEIVED,

THE ESTATE OF JAY A. BROWN, deceased, by and through DEAN LLOYD BROWN, Personal Representative, as successor in interest to THE ESTATE OF JAY A. BROWN, an incapacitated person, DEAN L. BROWN and DAVID J. BROWN, Co-Conservators, the "Grantor", does hereby grant, bargain, sell and convey unto **JEROME DEVELOPMENT CORPORATION, INC.**, whose address is P.O. Box 562, Jerome, ID 83338, the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: SE1/4NW1/4

Together with all of Water Right No. 36-8111 appurtenant to the SE1/4NW1/4 of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho, but EXCLUDING all of Water Right No. 36-2611 appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that he is the owner of said premises; that he will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided, and the specific exceptions listed below:

1. 2002 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.
2. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
3. Memorandum of Amended Option to Purchase by and between Estate of Marie H. Brown (Dean L. Brown and David J. Brown, Co-Personal Representative), and Jay A. Brown, a single man and Jerome Development Corporation, Inc., an Idaho Non-Profit Corporation recorded February 5, 2002 as Instrument Number 2020587, Jerome County records.

SECOND CORRECTED WARRANTY DEED

-1-

\\SERVER\SHAREDATA\BROWN, JAY\DC\WARRANTY DEED - SECOND CORRECTED.DOC

4. An easement in favor of the Grantor, his heirs and assigns over the Southern 20' of the real property for the purpose of constructing, maintaining and repairing a buried mainline irrigation pipeline thereon.
5. This warranty deed is further subject to the following right of reversion:

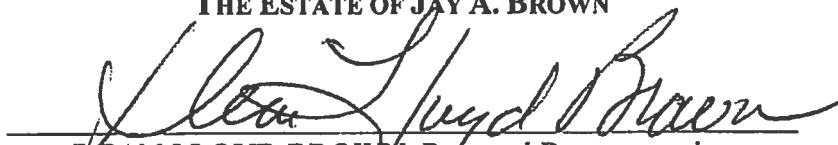
If the real property ceases to be used (a) for bonafide agricultural purposes, (which term shall mean, for purposes of this deed, traditional row crop operations as commonly conducted in the Magic Valley area of Southern Idaho); (b) for any other purpose other than buildings improvement, and facilities for the establishment of businesses, training or education centers devoted to the commercial use of broad band internet cable services, which are presently available near the site of the real property above-described; (c) as an "incubator" for technology oriented businesses; or (d) for a site for a well, pump, motor, storage tank and other improvements for a water system owned by the City of Jerome, an Idaho municipal corporation, the fee simple title to the real property shall revert to the Seller, his heirs and assigns, as more fully set forth in the Agreement of Sale for Real Property between the parties, dated the 16th day of September, 2002.

This deed replaces that certain Warranty Deed dated September 16th, 2002, and recorded September 17th, 2002, as Instrument No. 2024760, Jerome County, Idaho records, and that certain Corrected Warranty Deed dated November 8th, 2013, and recorded November 13th, 2013, as Instrument No. 2135197, to further correct the water rights appurtenant to the real property.

DATED this 1 day of January, 2014.

"GRANTOR"

THE ESTATE OF JAY A. BROWN



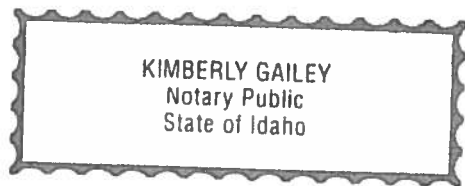
DEAN LLOYD BROWN, Personal Representative

STATE OF IDAHO)

County of Jerome)
SS:

On this 1 day of January, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN LLOYD BROWN, as the Personal Representative of the ESTATE OF JAY A. BROWN, Deceased, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Kimberly Gailey
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 10-18-2017

RECEIVED

FEB 03 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Instrument # 2140184

JEROME COUNTY, JEROME, IDAHO

1-15-2014 04:01:30 No. of Pages: 3

Recorded for : WILLIAMS, MESERVY & LOTHSPICH

MICHELLE EMERSON

Ex-Officio Recorder Deputy

Fee: 16.00

SECOND CORRECTED WARRANTY DEED

Correcting Instrument No. 2052891, recorded the 1st day of June, 2005, Jerome County, Idaho Records, and Instrument No. 2135198, recorded the 13th day of November, 2013, Jerome County, Idaho Records, to further correct the water rights referenced therein

FOR VALUE RECEIVED,

JEROME DEVELOPMENT CORPORATION, INC., an Idaho corporation, the "Grantor", does hereby grant, bargain, sell and convey unto **CITY OF JEROME**, an Idaho Municipal Corporation, whose address is 152 East Ave. A, Jerome, ID 83338, the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

SEE EXHIBIT A ATTACHED HERETO.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TOGETHER WITH all of Water Right No. 36-8111 appurtenant to the SE1/4NW1/4 of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho, but EXCLUDING all of Water Right No. 36-2611 appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and the successors and assigns of the Grantee forever, except as aforesaid.

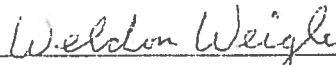
IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 14th day of January, 2014.

This deed replaces that certain Corporate Warranty Deed dated May 31st, 2005, and recorded the 1st day of June, 2005, as Instrument No. 2052891, Jerome County, Idaho records, and that certain Corrected Warranty Deed dated November 12th, 2013, and recorded the 13th day of November, 2013, as instrument No. 2135198, Jerome County, Idaho records, to further correct the water rights appurtenant to the real property.

"GRANTOR"
JEROME DEVELOPMENT CORPORATION, INC.



BRYAN CRAIG, President

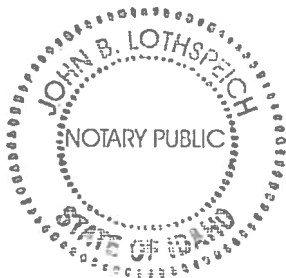


WELDON WEIGLE, Secretary

STATE OF IDAHO)
 ss:
County of Jerome

On this 14th day of January, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRYAN CRAIG and WELDON WEIGLE, as President and Secretary, respectively, of JEROME DEVELOPMENT CORPORATION, INC. known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal. the day and year in this certificate first above written.





NOTARY PUBLIC for Idaho
Residing at: Jerome, Idaho
Commission Expires: 6-2-18

EXHIBIT A
Legal Description

Order Number: J-34326

PROPOSED LOT 1 IN BLOCK 2, 93 CORRIDOR TECH PARK SUBDIVISION

That Portion of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho, described as follows:

**Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 403.56 feet;
Thence West 211.07 feet;
Thence North 00°01'16" West 404.18 feet;
Thence South 89°49'51" East 211.07 feet to the POINT OF BEGINNING.**

TOGETHER WITH an Access Easement (Proposed Dedicated Roadway), described as follows:

**Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet;
Thence North 89°49'51" West 211.07 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 399.14 feet;
Thence South 89°58'44" West 109.06 feet to a point on a non-tangent curve to the left
having a radius of 50.00 feet and a chord that bears North 44°26'26" East 70.04
feet;
Thence along said curve, a distance of 77.50 feet;
Thence North 00°01'16" West 239.52 feet to a curve to the left having a radius of 50.00
feet a central angle of 89°48'35" and a chord that bears North 44°55'33" West
70.59 feet;
Thence along said curve, a distance of 78.37 feet;
Thence North 89°49'51" West 997.97 feet to the East line of a Jerome Highway District
Easement recorded as Entry No. #288446 in Jerome County records;
Thence North 01°24'03" West 60.02 feet;
Thence South 89°49'51" East 1109.25 feet to the POINT OF BEGINNING.**

-End Exhibit A-



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 16, 2013

CHARLES G BROCKWAY
2016 WASHINGTON ST N STE 4
TWIN FALLS ID 83301

RE: CITY OF JEROME TRANSFER OF WATER RIGHTS (Transfer No. 78803)

Dear Dr. Brockway:

Thank you for submitting the documents pertaining to the above referenced transfer. It appears, however, that the Corrected Warranty Deed from the Estate of Jay Brown to the Jerome Development Corporation, Inc., does not clearly exclude water right 36-2611 from the conveyance of the property. In order to clearly state the intentions of the Deed to exclude water right 36-2611, language needs to be included in the deed that specifically states that purpose.

The Idaho Supreme Court has confirmed that a water right is an appurtenance to the land on which it has been used and will pass with a conveyance of the land unless reserved in the deed. The Corrected Warranty deed does specifically convey the entire appurtenant portion of water right 36-8111, but it also contains the language "TO HAVE AND HOLD the said premises, with their appurtenances...". Unless specifically excluded, that language would probably convey any other water rights, including water right 36-2611, even though they are not actually mentioned in the deed.

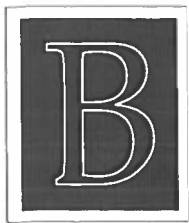
If you have any questions, don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg'.

Jim Bitzenburg
Water Resource Agent

Cc: John Shine, Mayor of Jerome



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

DEC 13 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

December 10, 2013

Mr. Jim Bitzenburg
Idaho Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, ID 83301

Re: City of Jerome – Application for Transfer
Project No. 356-02-2012

Dear Mr. Bitzenburg:

This letter is in response to your letter of September 2, 2013, by which you requested additional information to clarify the applicant's ownership of the water right and authority to file, and to substantiate the beneficial use of the water right on that land.

The following documents included with this letter should clarify the ownership chain:

1. Corrected Warranty Deed, instrument #2135197, from the estate of Jay Brown to Jerome Development Corporation conveying the real property SE1/4 NW1/4 Section 14, T. 8 S., R. 17 E., together with all of water right 36-8111 appurtenant to that land (38 acres).
2. Corrected Warranty Deed, instrument #2135198, from Jerome Development Corporation to City of Jerome, conveying Lot 1 Block 2 of 93 Corridor Tech Park Subdivision, along with all of water right 36-8111 appurtenant to SE1/4 NW1/4 Section 14, T. 8 S., R. 17 E. (38 acres).

These documents confirm that the City of Jerome attained ownership of water right 36-8111 in the amount of 38 acres / 0.76 cfs / 152 afa. The Agreement for Split of Water Rights, which was submitted as Attachment #2a to the transfer application, delineates how the parties agree to disentangle the combined-use limitations between 36-8111 and 36-2611.

With regard to the substantiation of beneficial use, the enclosed affidavit of Dane Brown confirms that the land in the above-referenced 40-acre tract was irrigated in 2012 and 2013 using water from water right 36-8111. For your further reference, the enclosed lease agreement confirms that the irrigators had authority to do so by the land owner and water right owner.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Please review this information and let me know if anything further is required.

Cordially,

A handwritten signature in black ink, appearing to read 'C. Brockway', with a long, sweeping horizontal stroke extending to the right.

Charles G. Brockway, P.E.

Enc.

Cc: Rob Williams
John Shine, Mayor

CORRECTED WARRANTY DEED

Correcting Instrument No. 2024760, recorded the 17th day of September, 2002, Jerome County, Idaho Records, to correct the water rights referenced therein

FOR VALUE RECEIVED,

THE ESTATE OF JAY A. BROWN, deceased, by and through **DEAN LLOYD BROWN**, Personal Representative, as successor in interest to **THE ESTATE OF JAY A. BROWN**, an incapacitated person, **DEAN L. BROWN** and **DAVID J. BROWN**, Co-Conservators, the "Grantor", does hereby grant, bargain, sell and convey unto **JEROME DEVELOPMENT CORPORATION, INC.**, whose address is P.O. Box 562, Jerome, ID 83338, the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: SE1/4NW1/4

Together with all of Water Right No. 36-8111 appurtenant to the SE1/4NW1/4 of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that he is the owner of said premises; that he will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided, and the specific exceptions listed below:

1. 2002 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.
2. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
3. Memorandum of Amended Option to Purchase by and between Estate of Marie H. Brown (Dean L. Brown and David J. Brown, Co-Personal Representative), and Jay A. Brown, a single man and Jerome Development Corporation, Inc., an Idaho Non-Profit Corporation recorded February 5, 2002 as Instrument Number 2020587, Jerome County records.
4. An easement in favor of the Grantor, his heirs and assigns over the Southern 20' of

the real property for the purpose of constructing, maintaining and repairing a buried mainline irrigation pipeline thereon.

5. This warranty deed is further subject to the following right of reversion:

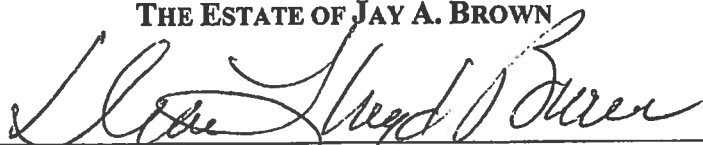
If the real property ceases to be used (a) for bonafide agricultural purposes, (which term shall mean, for purposes of this deed, traditional row crop operations as commonly conducted in the Magic Valley area of Southern Idaho); (b) for any other purpose other than buildings improvement, and facilities for the establishment of businesses, training or education centers devoted to the commercial use of broad band internet cable services, which are presently available near the site of the real property above-described; (c) as an "incubator" for technology oriented businesses; or (d) for a site for a well, pump, motor, storage tank and other improvements for a water system owned by the City of Jerome, an Idaho municipal corporation, the fee simple title to the real property shall revert to the Seller, his heirs and assigns, as more fully set forth in the Agreement of Sale for Real Property between the parties, dated the 16th day of September, 2002.

This deed replaces that certain Warranty Deed dated September 16th, 2002, and recorded September 17th, 2002, as Instrument No. 2024760, Jerome County, Idaho records, to correct the water rights appurtenant to the real property.

DATED this 8 day of November, 2013.

"GRANTOR"

THE ESTATE OF JAY A. BROWN



DEAN LLOYD BROWN, Personal Representative

STATE OF IDAHO)

County of Jerome ^{ss:}

On this 8 day of November, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN LLOYD BROWN, as the Personal Representative of the ESTATE OF JAY A. BROWN, Deceased, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 10-18-2017

CORRECTED WARRANTY DEED

Correcting Instrument No. 2052891, recorded the 1st day of June, 2005, Jerome County, Idaho
Records, to correct the water rights referenced therein

FOR VALUE RECEIVED,

JEROME DEVELOPMENT CORPORATION, INC., an Idaho corporation, the "Grantor", does hereby grant, bargain, sell and convey unto **CITY OF JEROME**, an Idaho Municipal Corporation, whose address is 152 East Ave. A, Jerome, ID 83338, the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

SEE EXHIBIT A ATTACHED HERETO.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TOGETHER WITH all of Water Right No. 36-8111 appurtenant to the SE1/4NW1/4 of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and the successors and assigns of the Grantee forever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 12th day of November, 2013.

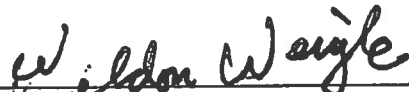
This deed replaces that certain Corporate Warranty Deed dated May 31st, 2005, and recorded the 1st day of June, 2005, as Instrument No. 2052891, Jerome County, Idaho records, to correct the water rights appurtenant to the real property.

"GRANTOR"

JEROME DEVELOPMENT CORPORATION, INC.



BRYAN CRAIG, President



WELDON WEIGLE, Secretary

STATE OF IDAHO)
SS:
County of Jerome

On this 12th day of November, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRYAN CRAIG and WELDON WEIGLE, as President and Secretary, respectively, of JEROME DEVELOPMENT CORPORATION, INC. known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome, Idaho
Commission Expires: 6-8-18

EXHIBIT A
Legal Description

Order Number: J-34326

PROPOSED LOT 1 IN BLOCK 2, 93 CORRIDOR TECH PARK SUBDIVISION

That Portion of Section 14, Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho, described as follows:

**Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 403.56 feet;
Thence West 211.07 feet;
Thence North 00°01'16" West 404.18 feet;
Thence South 89°49'51" East 211.07 feet to the POINT OF BEGINNING.**

TOGETHER WITH an Access Easement (Proposed Dedicated Roadway), described as follows:

**Commencing at the Northeast corner of said Section 14;
Thence North 89°50'22" West 2640.22 feet to the North quarter corner of said Section 14;
Thence South 00°01'16" West 1320.87 feet;
Thence North 89°49'51" West 211.07 feet to the POINT OF BEGINNING;
Thence South 00°01'16" East 399.14 feet;
Thence South 89°58'44" West 109.06 feet to a point on a non-tangent curve to the left
having a radius of 50.00 feet and a chord that bears North 44°26'26" East 70.04
feet;
Thence along said curve, a distance of 77.50 feet;
Thence North 00°01'16" West 239.52 feet to a curve to the left having a radius of 50.00
feet a central angle of 89°48'35" and a chord that bears North 44°55'33" West
70.59 feet;
Thence along said curve, a distance of 78.37 feet;
Thence North 89°49'51" West 997.97 feet to the East line of a Jerome Highway District
Easement recorded as Entry No. #288446 in Jerome County records;
Thence North 01°24'03" West 60.02 feet;
Thence South 89°49'51" East 1109.25 feet to the POINT OF BEGINNING.**

-End Exhibit A-

AFFIDAVIT OF DANE BROWN

STATE OF IDAHO)
 :SS
County of Jerome)

DANE BROWN, first being duly sworn, deposes and says as follows:

1. I am a member of RAD BROWN, LLC, an Idaho limited liability company, and RL BROWN FARMS, LLC, an Idaho limited liability company.

2. During 2012, RAD BROWN, LLC and RL BROWN FARMS, LLC, farmed real property within the following described parcel:

TOWNSHIP 8 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 14: SE1/4NW1/4

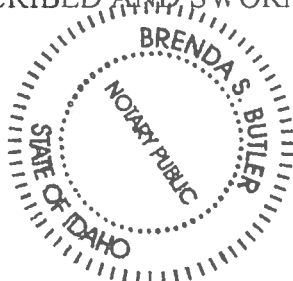
3. Utilizing water from Water Right No. 36-8111, RAD BROWN, LLC and RL BROWN FARMS, LLC, raised beans in 2012 and sugar beets in 2013.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

DATED this 30th day of September, 2013.

[Signature]
DANE BROWN

SUBSCRIBED AND SWORN to before me this 30th day of September, 2013.



[Signature]
NOTARY PUBLIC
Residing at: Gooding
My commission expires: 3/3/2016

AGREEMENT OF LEASE

THIS AGREEMENT is made and entered into this 5 day of June, 2013, by and between **THE CITY OF JEROME**, an Idaho municipal corporation, hereinafter referred to as "City", and **JEROME DEVELOPMENT CORPORATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "JDC", hereinafter collectively referred to as "Lessor", and **RAD BROWN, LLC**, an Idaho limited liability company, **RL BROWN FARMS, LLC**, an Idaho limited liability company, **REED LEROY BROWN**, and **DANE MICHAEL BROWN**, hereinafter collectively referred to as "Lessee".

RECITALS

- A. JDC owns real property, hereinafter referred to as the "Real Property", more particularly described as: a portion of the following forty (40) acres as outlined on the map attached hereto as **EXHIBIT A**.

TOWNSHIP 8 SOUTH, RANGE 17 EAST, BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 14: SE $\frac{1}{4}$ NW $\frac{1}{4}$

- B. City owns certain water rights appurtenant to the Real Property, hereinafter referred to as the "Water Rights" and more particularly described as follows:

Water Rights No. 36-08111

- D. Lessee desires to lease the Real Property and Water Rights, (hereinafter referred to collectively as the "Leased Property") and Lessor has agreed to lease the Leased Property to Lessee for the purpose of farming operations.
- E. The parties wish to agree upon terms and conditions for the lease.

IT IS THEREFORE AGREED, in consideration of these recitals and the mutual promises and covenants hereafter contained as follows:

1. **LEASE.** Lessor does hereby lease to Lessee, and Lessee agrees to lease from the Lessor, all the Real Property, Irrigation Equipment and Water Rights more particularly described in RECITALS A, B and C above (hereinafter collectively referred to as the "Leased Property").

2. **PURPOSE OF LEASE.** The Leased Property is leased for the purpose of conducting farming operations.

3. **TERM; POSSESSION.** The lease shall be for a term commencing with the 1st day of March, 2013, and concluding the 1st day of November, 2013, at midnight, or at such time as the crops grown in the 2013 growing season are removed from the Real Property, whichever date last occurs (hereinafter the "Term").

4. **RENTAL; COSTS AND EXPENSES.** Lessee shall not be required to pay rent. However, Lessee shall pay the following costs and expenses:

- (a) All real and personal property taxes and assessments levied on the Leased Property for the year 2013.
- (b) All groundwater district water assessments.
- (c) Lessee shall also pay the costs provided in Paragraph 5(f) below.

5. **COVENANTS OF LESSEE.** During the Term:

- (a) Lessee shall provide all irrigation equipment necessary for the farming of the Real Property at its expense.
- (b) Lessee shall not permit any alterations, improvements or additions to the Leased Property except with the prior written consent of the Lessor;
- (c) Lessee shall allow Lessor or their agents, at all reasonable times, free access to the Leased Property for the purpose of examining and inspecting the same, after first having given reasonable notice to the Lessee of their intention to inspect;
- (d) Lessee agrees to indemnify and hold harmless the Lessor from any and all liability of whatever kind or nature which arises from, touches or concerns the Lessee's use and occupancy of the Leased Property;
- (e) Lessee shall maintain in full force and effect throughout the term of the lease, a policy of general public liability insurance with coverage of at least \$1,000,000.00 per occurrence, with \$2,000,000.00 in the aggregate, and name Lessor as an additional insured thereon. Lessee shall also maintain worker's compensation insurance on all of their employees. Lessee shall provide certificates of such insurance in force to Lessor upon request.
- (f) Lessee shall farm the Leased Property in a sound, husbandlike manner, and shall pay all costs of farming, including but not limited to electricity for irrigation, fertilizer, insecticide, pesticide and other chemicals, labor, seed, planting, cultivation, harvesting and hauling.
- (g) Lessee will keep the Leased Property free of foul and noxious weeds.
- (h) Lessee shall not, without prior written consent of the Lessor, assign their interest in this Agreement or sublease the Leased Property.
- (i) Lessee shall not bring upon the Leased Property or allow to be placed on or under the Real Property during the term of this Lease, any hazardous substances in

violation of any environmental law. The term "environmental law" for purposes of this Agreement shall mean:

Any statute, regulation, rule, order or decision of the United States of America, the State of Idaho or Jerome County, or any commission, department, agency or tribunal thereof, regulating the presence of hazardous substances or their equivalent, on or under the real property including, but not limited to, the following Federal acts:

- The Resource Conservation and Recovery Act
- The Comprehensive Environmental Response, Compensation and Liability Act
- The Clean Water Act;

6. LESSOR'S COVENANT. During the Term:

- (a) Lessor shall provide quiet possession of the Leased Property to the Lessee so long as Lessee is not in default under this Agreement;

7. FIRE OR CASUALTY. In the event of fire, casualty, or act of God, which renders the Leased Property unfarmable by the Lessee, the Lessor shall have the exclusive option to terminate this lease, after first having exercised fair and reasonable judgment in reaching the decision to terminate the lease. If the Lessor determines, after utilizing their fair and reasonable judgment, that the fire or casualty damage is insufficient to prevent the termination of the lease, Lessor shall promptly replace any improvements destroyed or damaged by fire or casualty with improvements of like quality or character and this lease shall continue in full force and effect. This paragraph shall not be construed to affect the liability of the Lessee to the Lessor for any damage to the Leased Property caused by the negligence or intentional act of Lessee, their employees, agents, contractors, or invitees.

8. USE OF PROPERTY. Lessee agrees not to devote the Leased Property to any purpose other than that of farming related purposes without the prior written consent of the Lessor.

9. INSPECTION; "AS IS": The Lessee is entering into this Agreement upon their own knowledge and inspection of the Leased Property. Lessee is not relying on any representation or warranty made by Lessor in entering into this Agreement, other than the representations and warranties expressly set forth in this Agreement. Lessee is entering into this Agreement for the lease of Leased Property in "as is" condition".

10. DEFAULT. Should Lessee default in the payment of rental or any part thereof or in the performance of any other term or condition of this lease required to be performed or abstained from by Lessee, upon the occurrence of such an event of default the Lessor shall Prior to commencing to pursue any remedy to which Lessor may be entitled in the event or default by Lessee, Lessor shall first serve upon Lessee a notice, in writing, detailing the event of default.

Lessee shall have fifteen (15) days from the date of the receipt of the notice in which to fully effectuate a cure thereof. If a cure has not been timely effected, Lessor may then resort to any remedy to which they may be entitled under this lease as follows:

- (a) The right to immediately terminate this lease, declare the same forfeited and reenter upon the real property and remove all persons there from. In such an event, Lessor shall also have the right to immediately repossess and take control of any personal property which is the subject matter of this lease;
- (b) Institute suit for the nonpayment of rent and the collection of any other damages to which Lessor may be entitled for the breach of any term or condition of this lease;
- (c) Proceed under the Unlawful Detainer laws of the State of Idaho. The remedies described above shall not be exclusive but shall be cumulative of each other;
- (d) Pursue any other remedy to which the Lessor may be entitled under the laws of the State of Idaho.

The resort of Lessor to any one particular remedy shall not prevent Lessor from resorting to any other additional remedies to which they may be entitled under this lease or the laws of the State of Idaho, statutory or otherwise pursue any other remedy to which Lessor may be entitled under the laws of the State of Idaho.

11. **ATTORNEYS' FEES ON DEFAULT:** If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

12. **LESSEE NOT AGENT.** Nothing in this agreement shall be construed to constitute Lessee the agent of Lessor, for the purpose of authorizing any construction, modification or other activity which may, in any way, give rise to the establishment of a lien on the Leased Property. The placement of any such lien on the above described Leased Property, without the consent of Lessor, shall be considered an event of default hereunder.

13. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

14. **TIME BEING THE ESSENCE.** It is understood and agreed by and between the parties hereto that time is, and shall be, of the essence of each and every term and condition of this agreement.

15. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns.

"LESSOR"

CITY OF JEROME

**JEROME DEVELOPMENT
CORPORATION, INC.**

By: _____

John Shine, Mayor

By: _____

Its: _____

ATTEST:

Shonna Fraser, City Clerk

"LESSEE"

Reed Leroy Brown
REED LEROY BROWN

Dane Michael Brown
DANE MICHAEL BROWN

RAD BROWN, LLC

Reed Brown
REED BROWN, Member

Austin Brown
AUSTIN BROWN, Member

Dane Brown
DANE BROWN, Member

RL BROWN, LLC

Reed Brown
REED BROWN, Member

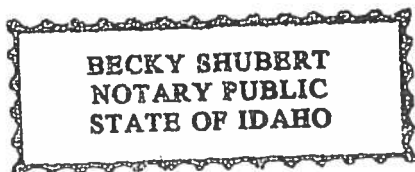
Austin Brown
AUSTIN BROWN, Member

Dane Brown
DANE BROWN, Member

STATE OF IDAHO)
County of Jerome :ss.)

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED LEROY BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

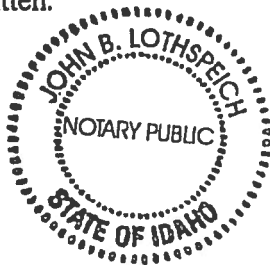


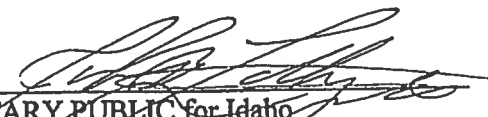
Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02-23-17

STATE OF IDAHO)
:ss
County of Jerome)

On this 12 day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Shine and Shonna Fraser, the Mayor and City Clerk, respectively, of THE CITY OF JEROME, a municipality, known to me to be such officers of the Municipal Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

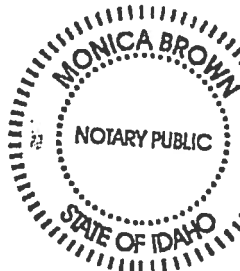



NOTARY PUBLIC for Idaho
Residing at: Jerome, Idaho
Commission Expires: 6-8-18

STATE OF IDAHO)
:ss
County of Jerome)

On this 19 day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bryan Craig, President of Jerome Development Corporation, Inc., an Idaho non-profit corporation, known to me to be such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he/she executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

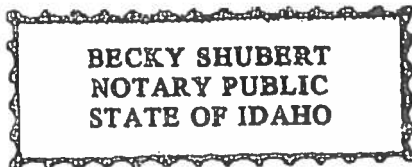



NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 5-25-19

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANE MICHAEL BROWN, known to me be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

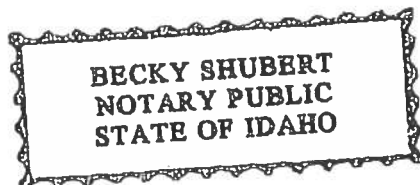


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02-23-2017

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED BROWN, as a Member of RAD BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

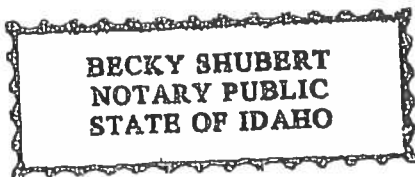


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02-23-2017

STATE OF IDAHO)
County of Jerome :ss.

On this 5th day of June, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AUSTIN BROWN, as a Member of RAD BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

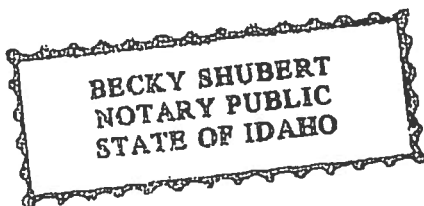


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02/23/2017

STATE OF IDAHO)
County of Jerome :ss.

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANE BROWN, as a Member of RAD BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

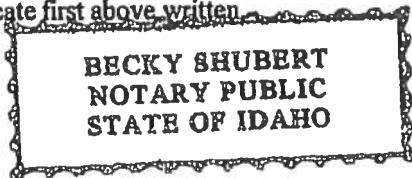


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02/23/2017

STATE OF IDAHO)
County of Jerome :ss.

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared REED BROWN, as a Member of RL BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

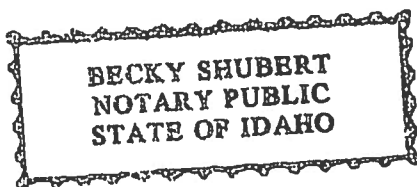


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 07/23/2017

STATE OF IDAHO)
County of Jerome :ss.

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AUSTIN BROWN, as a Member of RL BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

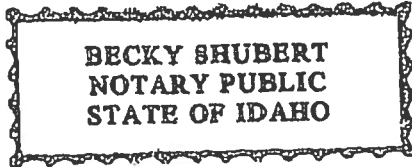


Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 07/23/2017

STATE OF IDAHO)
County of Jerome :ss.

On this 5th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANE BROWN, as a Member of RL BROWN, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

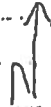
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Becky Shubert
NOTARY PUBLIC for Idaho
Residing at: Jerome ID
Commission Expires: 02-23-17

EXHIBIT A

T8S 17E 20 14 SE NW



FORM

FORM

EXHIBIT

A



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 2, 2013

CHARLES G BROCKWAY
2016 WASHINGTON ST N STE 4
TWIN FALLS ID 83301

RE: CITY OF JEROME TRANSFER OF WATER RIGHTS

Dear Dr. Brockway:

A review of application for transfer #78803, recently filed with the Idaho Department of Water Resources. (IDWR) on August 27, 2013, for the City of Jerome, revealed some deficiencies that need to be addressed before the application can be processed. Upon receiving the application, IDWR receipted the filing fee and assigned the application a transfer number. For IDWR to continue to process the application, the following issues need to be rectified:

- Authority to file under right 36-8111: As a result of the April 2012 ownership change, the city of Jerome possesses two water rights within SENW Section 14, T08S R17E. These rights, 36-16937 and 36-16938, are splits of the Brown rights 36-2611 and 36-8111 and are limited to a combined total of 2.2 acres and a combined diversion rate of 0.03 cfs. IDWR processed the ownership change as it was presented, which was specifically to convey "Exhibit A", that being 'Proposed Lot 1 in Block 2, 93 Corridor Tech Park Subdivision'. The Department cannot rescind and alter the ownership change based on an Agreement of Sale. A new Change in Ownership application containing sufficient documentation must be presented to the Department. Documentation must evidence full ownership of right no 36-8111 in order for the transfer to proceed as filed. Since Jerome Development Corporation (JDC) never submitted a change of ownership of 36-8111 when it was originally acquired, there is no deed on file with IDWR which documents that right was actually conveyed to JDC in its entirety. The original deed from Brown to JDC, along with a quitclaim deed or deeds executed by the Brown Estate and/or JDC, may be required to convey the proper water right(s) to the City.

- Extent of Beneficial Use and Prevention of Enlargement: There is no information in the application which confirms the extent of beneficial use of the proposed transferred right in the last 5 years. This information is required for applications which propose to change the nature of use of a water right, and will be required for this change analysis even though the application suggests that the end use of the water might still be irrigation. Please submit cropping records, diversion records, aerial photography, etc which document irrigation use in the last 5 irrigation seasons (2009-2013).

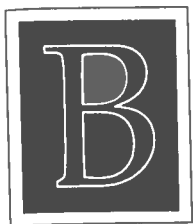
Until these items are addressed, the application is considered incomplete and cannot be processed. **If the above information is not submitted within 30 days, the application will be returned with no further processing.** If you have any questions or would like to request additional time to gather the needed documents, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Bitzenburg', with a large, stylized flourish at the end.

Jim Bitzenburg
Water Resource Agent

cc: John Shine, Mayor of Jerome



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

AUG 27 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

August 27, 2013

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301

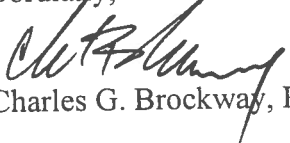
Re: City of Jerome application for transfer
Project No. 356-02-2012

Dear Allen:

Enclosed please find an Application for Transfer on behalf of the City of Jerome. As described in the technical information submitted with the application, the City is proposing to move 38 acres of an irrigation right near Jerome Butte, converting it to a municipal use for delivery within the City's service area. Although the nature of use of the right will be municipal, the intent is to utilize it for irrigation purposes within the service area and replace irrigation which is currently being provided under existing municipal rights, thereby preserving the full diversion volume of the water right. I understand the Department has approved similar applications recently.

The application fee of \$750 is being submitted with this letter.

Cordially,


Charles G. Brockway, P.E.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

Enc.

Cc: Rob Williams
John Shine, Mayor

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Merritt, Allen

From: Yenter, Cindy
Sent: Tuesday, January 15, 2013 10:43 AM
To: Hersley, Jean
Cc: Merritt, Allen; Keen, Shelley
Subject: RE: City of Jerome transfers

Jean, the "Brown" application for transfer was returned because the City of Jerome could not provide evidence that they owned the Brown water rights. Allen recalls that the fee refund was never requested. Interestingly enough, the City has recently filed a change in ownership for right nos. 36-2611 and 36-8111 and they still don't have adequate ownership documentation. Brockway Jr. is supposed to be working on getting something.

Who is wanting to know about this? If there are questions please forward them to Allen or me.

From: Hersley, Jean
Sent: Tuesday, January 15, 2013 9:24 AM
To: Yenter, Cindy
Subject: City of Jerome transfers

Cindy,

I am looking for a transfer that was received November 2, 2005 at Southern office. The receipt number is S028122. The City of Jerome filed 2 applications for transfer and I can only find one. ABC Agra Transfer # 72803, water right 36-2526. The other transfer would somehow be associated with the name "Brown". Shelley recalls talking to you about this many years ago. Any recollection? I have looked in information search and PCDocs and am not coming up with anything. If you need more information, give me a call.

Jean

Jean Hersley

*Idaho Dept Water Resources
Technical Records Specialist I
208-287-4942*

<< OLE Object: Picture (Device Independent Bitmap) >>