

Transfer No.

7900/

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.** This transfer seeks to change the place of use for the irrigation portion of existing water right 29-2523 to municipal irrigation use within the service area of the City of Chubbuck water system. ESPA analysis performed utilizing nearest active model cell. Initial authorized volume reduced to maintain historical impacts. See ESPA analysis for details.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	<u>29-2523</u>	<u>2.56 / 462.0</u>	<u>Municipal</u>	<u>4/1</u> to <u>10/31</u>	<u>Ground Water</u>
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.56 cfs and/or 462.0 ac-ft

2. Total amount of water proposed to be transferred or changed 2.56 cubic feet per second and/or 462.0 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5.**

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
n		SE	NW	SW	34	5S	34E	Bannock	Ground Water	E0007396
n		NW	NW	SW	3	6S	34E	Bannock	Ground Water	E0007395
n		SW	SE	SW	4	6S	34E	Bannock	Ground Water	E0007397
n	13		SW	SW	10	6S	34E	Bannock	Ground Water	E0007398
n	4	NE	NW	NW	11	6S	34E	Bannock	Ground Water	E0007394

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	
			These rights will be limited to the irrigation of 132.0 acres within the existing municipal service area boundary - See Attachment #7a.																

Total Acres (for irrigation use) +132.0 within PPU

79001

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: Existing wells, mainlines and flowmeters.

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

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

See attached agreement between Idaho Water Co. & City of Chubbuck

- 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:

The acres proposed for transfer currently associated with water rights 29-2523 will no longer be irrigated at the existing place of use.

- 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:

No other irrigation water rights within existing place of use proposed for transfer.

City of Chubbuck water rights 29-2385, 29-2413, 29-2469, 29-7624, 29-8188, 29-8229, 29-8230, 29-14012, 29-14013, 29-14016, 29-14054, 29-14055, 29-14056, 29-14058, 29-14080, 29-14081 and 29-14082 are authorized for diversion from the points of diversion identified in part 1-B(3) above.

- 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: _____

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

[illegible]

Transfer contains _____ pages and _____ attachments.

Received by SL Date 10/16/13 Prelim. Check by _____ Date _____

Fee Paid 660.00 Date 10/16/13 Received by SL Receipt # E039218

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

79001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

Idaho Water Co.
(Barfuss - Chubbuck)
2.56cfs, 462.0afa, 132.0ac

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: Existing and proposed diversion locations in relation to the active ESPA model grid.

ESPA Ground Water Rights Transfer Spreadsheet Data Summary

TRANSFER NO:	Barfuss	PREPARED BY:	Jason C. Helms, P.E.
TRANSFER NAME:	Chubbuck	DATE:	10/7/2013
		Transfer Tool Version	Version 3.1

WATER RIGHTS INVOLVED:

Group 1				Group 2			
Transfer Rights	Priority Date	Right No.	Priority Date	Transfer Rights	Priority Date	Right No.	Priority Date
29-2523	5/2/1966						

HISTORIC BENEFICIAL USE:

Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (af/yr)	Total (af/yr)
29-2523	132	462	462
TOTAL:	132	462.0	462

MODEL CELL LOCATIONS:

	TO WELL	FROM1 WELL	FROM2 WELL	FROM3 WELL
ROW	96	102	0	0
COLUMN	122	121	0	0

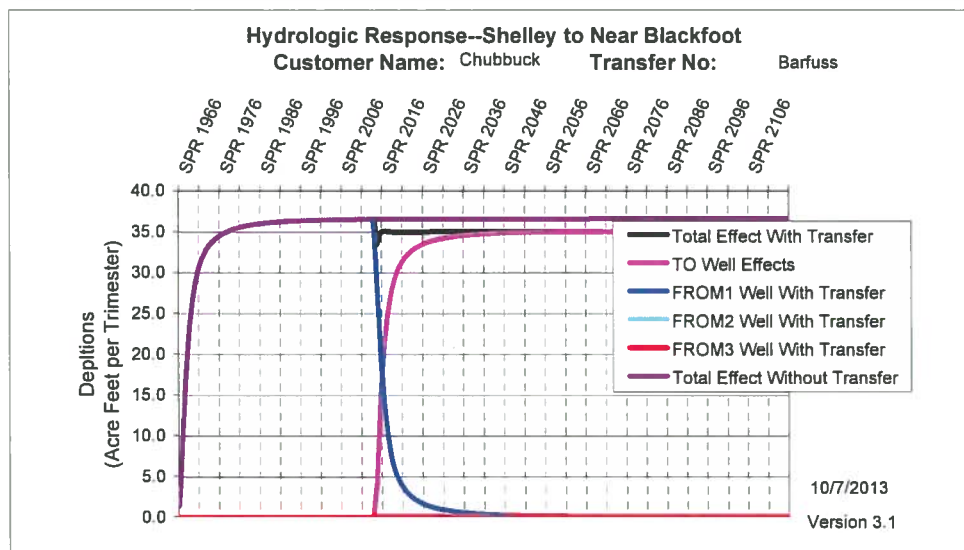
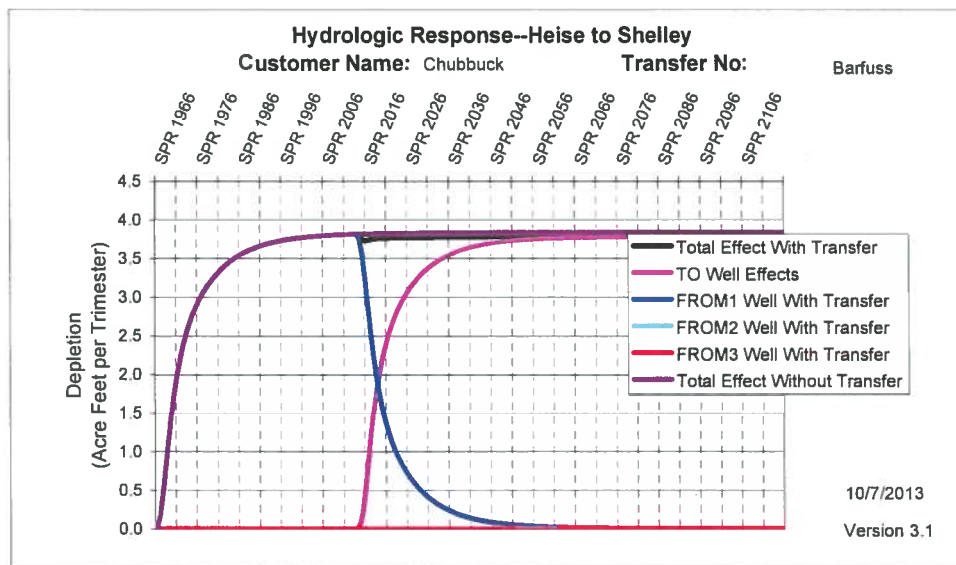
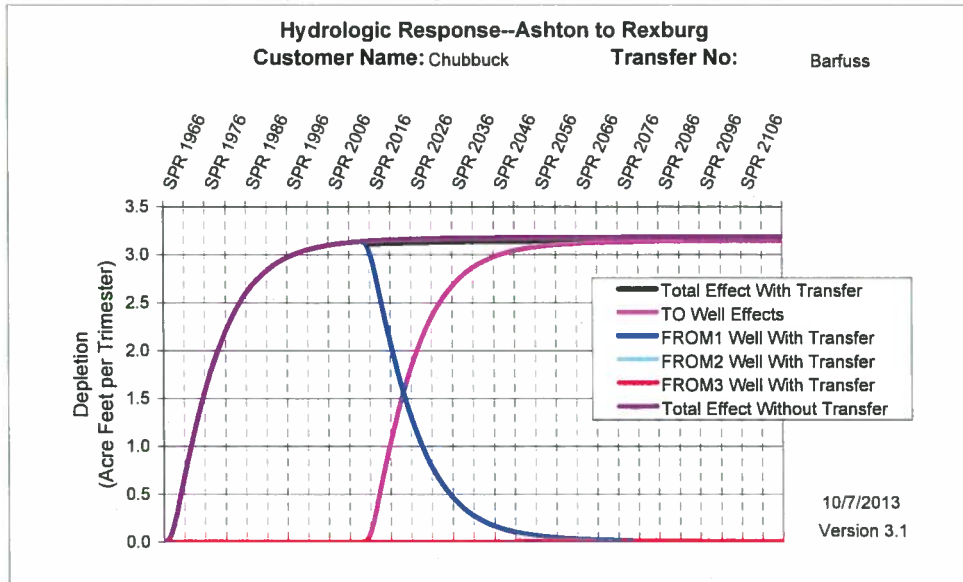
6S,34E-3 11S,37E-20

	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester (af/trimester)		
TO Well (Projected Use)	Spring	1966	Winter	2013	0.0	0.0	0.0	No use prior to transfer
	Spring	2014	Winter	2014	154.0	51.3	44.0	Partial Availability: 2014
	Spring	2015	Winter	2115	462.0	154.0	132.0	Full pumping beginning 2015
FROM1 Well (With Transfer)	Spring	1966	Winter	2013	462.0	154.0	132.0	Assume full use prior to transfer
	Spring	2014	Winter	2115	0	0.0	0.0	Use ceases with Transfer 2014
FROM1 Well (Without Transfer)	Spring	1966	Winter	2013	462	154.0	132.0	Assume full use prior to transfer
	Spring	2014	Winter	2115	462	154.0	132.0	Use continues without transfer
FROM2 Well (With Transfer)	Spring	1966	Winter	2013	0	0.0	0.0	Not used
	Spring	2014	Winter	2115	0	0.0	0.0	Not used
FROM2 Well (Without Transfer)	Spring	1966	Winter	2013	0	0.0	0.0	Not used
	Spring	2014	Winter	2115	0	0.0	0.0	Not used
FROM3 Well (With Transfer)	Spring	1966	Winter	2013	0	0.0	0.0	Not used
	Spring	2014	Winter	2115	0	0.0	0.0	Not used
FROM3 Well (Without Transfer)	Spring	1966	Winter	2013	0	0.0	0.0	Not used
	Spring	2014	Winter	2115	0	0.0	0.0	Not used

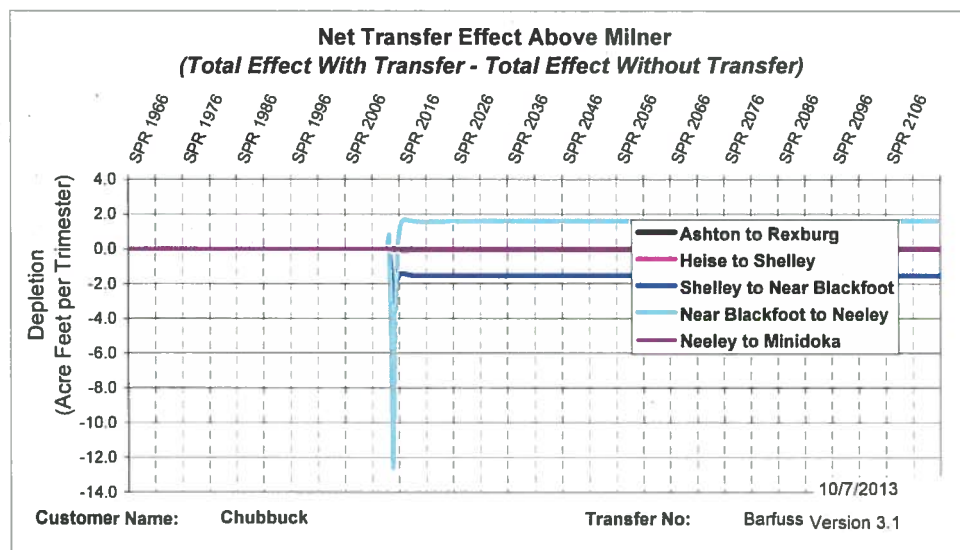
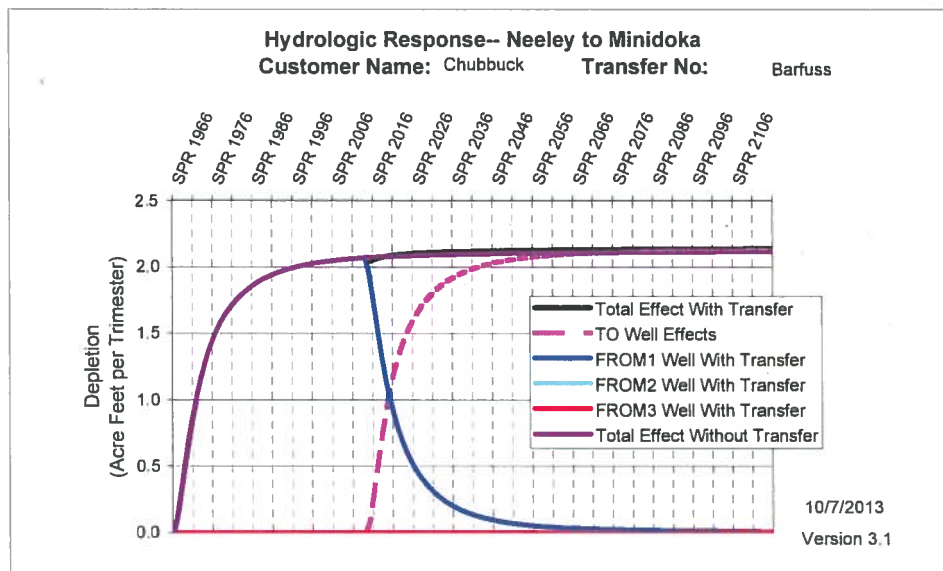
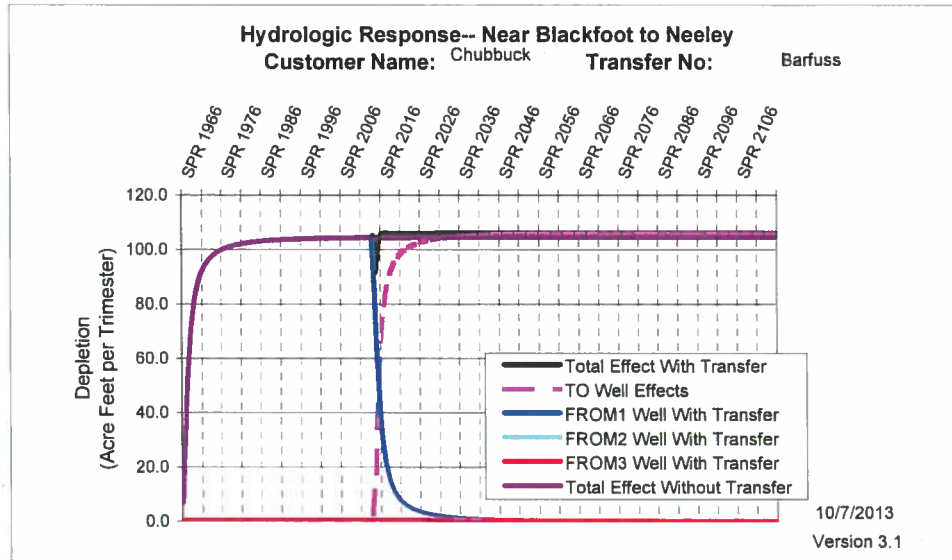
ESPA Impact Analysis - Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER									
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE								IDAHO DEPARTMENT OF AGRICULTURE	
Cells this color are set up for user entries			1 2 3 4						
ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON YEAR: 1966 SEASON: SPRING			TRANSFER NO: Barfuss TRANSFER NAME: Chubbuck						
ENTER CELL LOCATIONS:									
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL	29-2523		5/2/1966		462.0
ROW	96	102							
COLUMN	122	121					Total		462.0
	6S,34E-3	11S,37E-20							
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 1966	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 1966	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 1966	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2014	51.3	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2014	51.3	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2014	51.3	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		

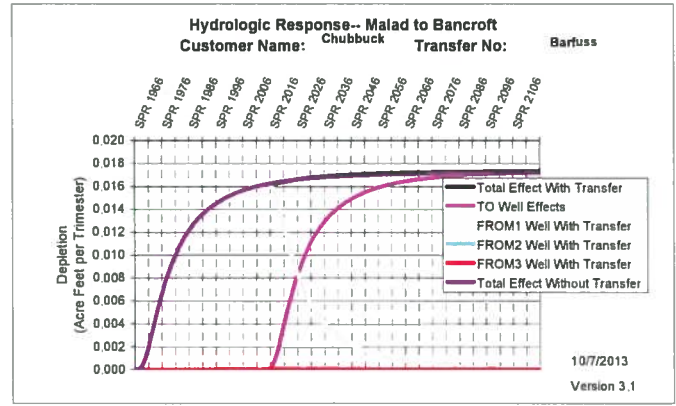
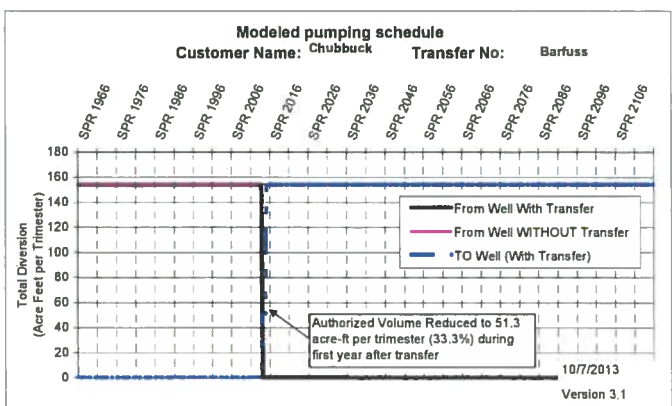
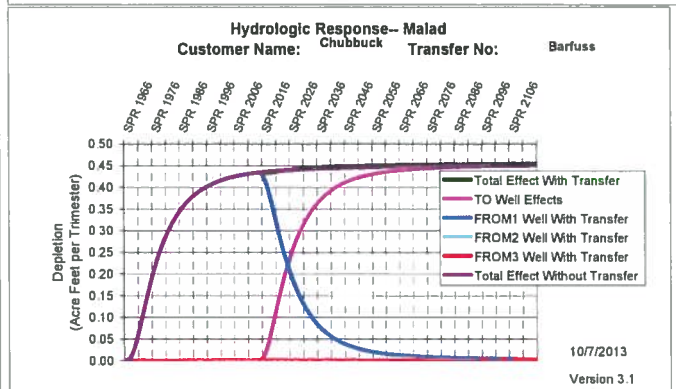
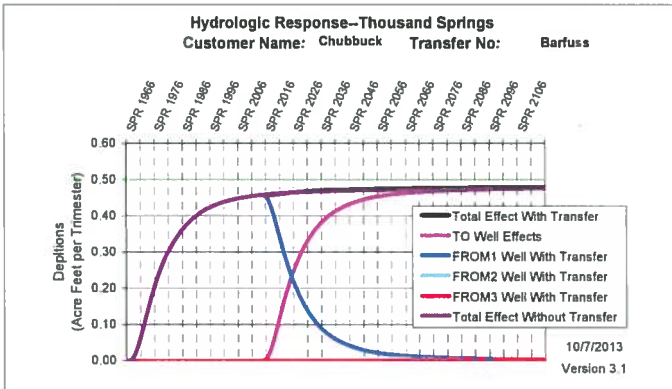
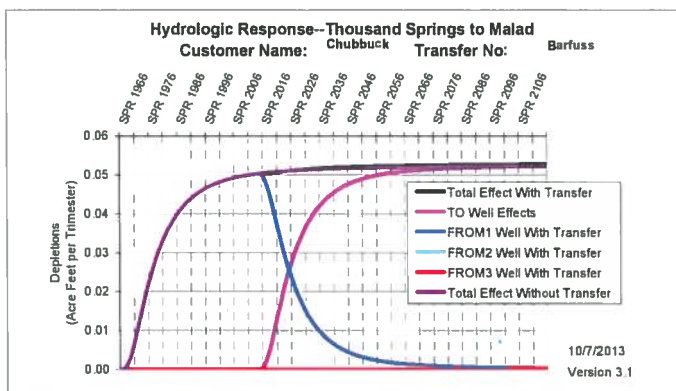
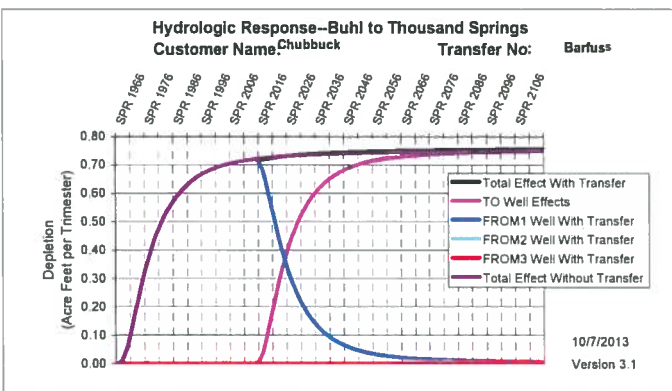
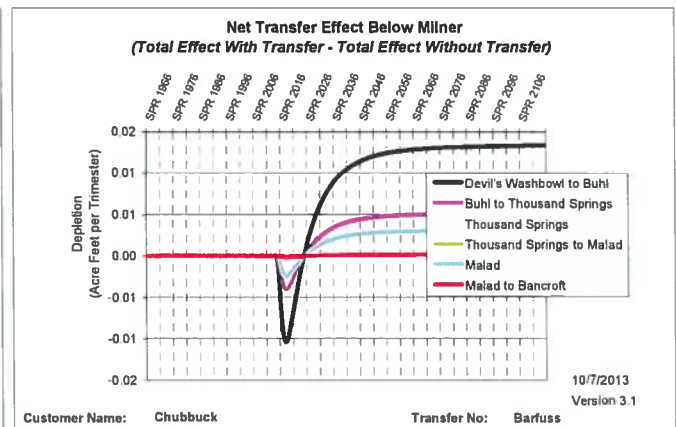
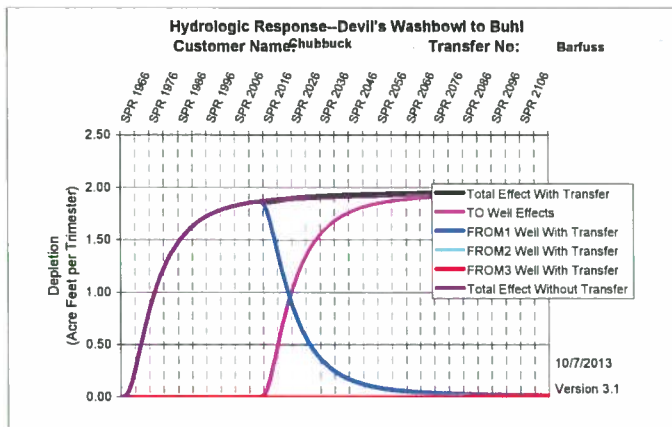
ESPA Impact Analysis - Results Above Milner



ESPA Impact Analysis - Results Above Milner

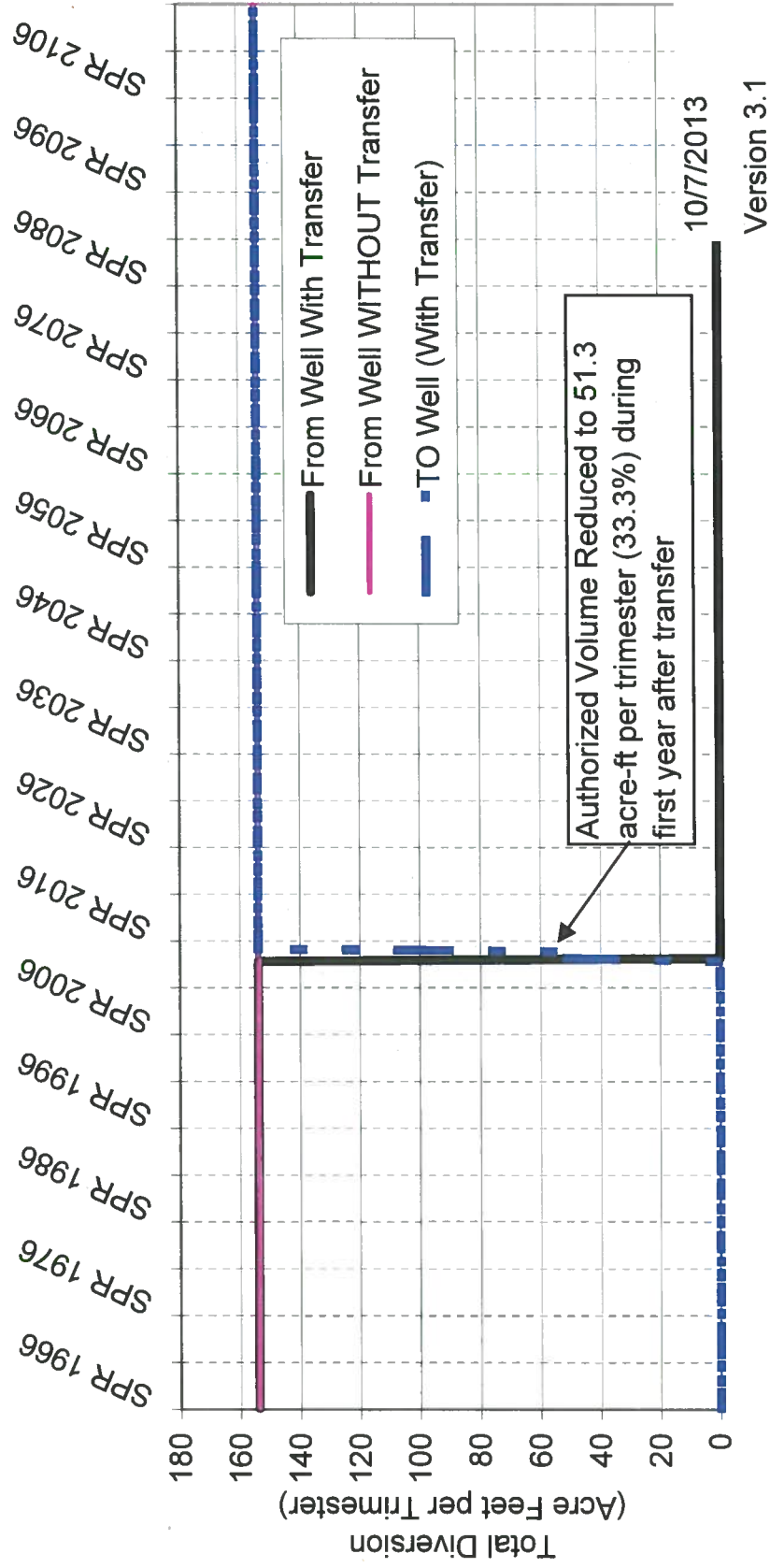


ESPA Impact Analysis - Results Below Milner



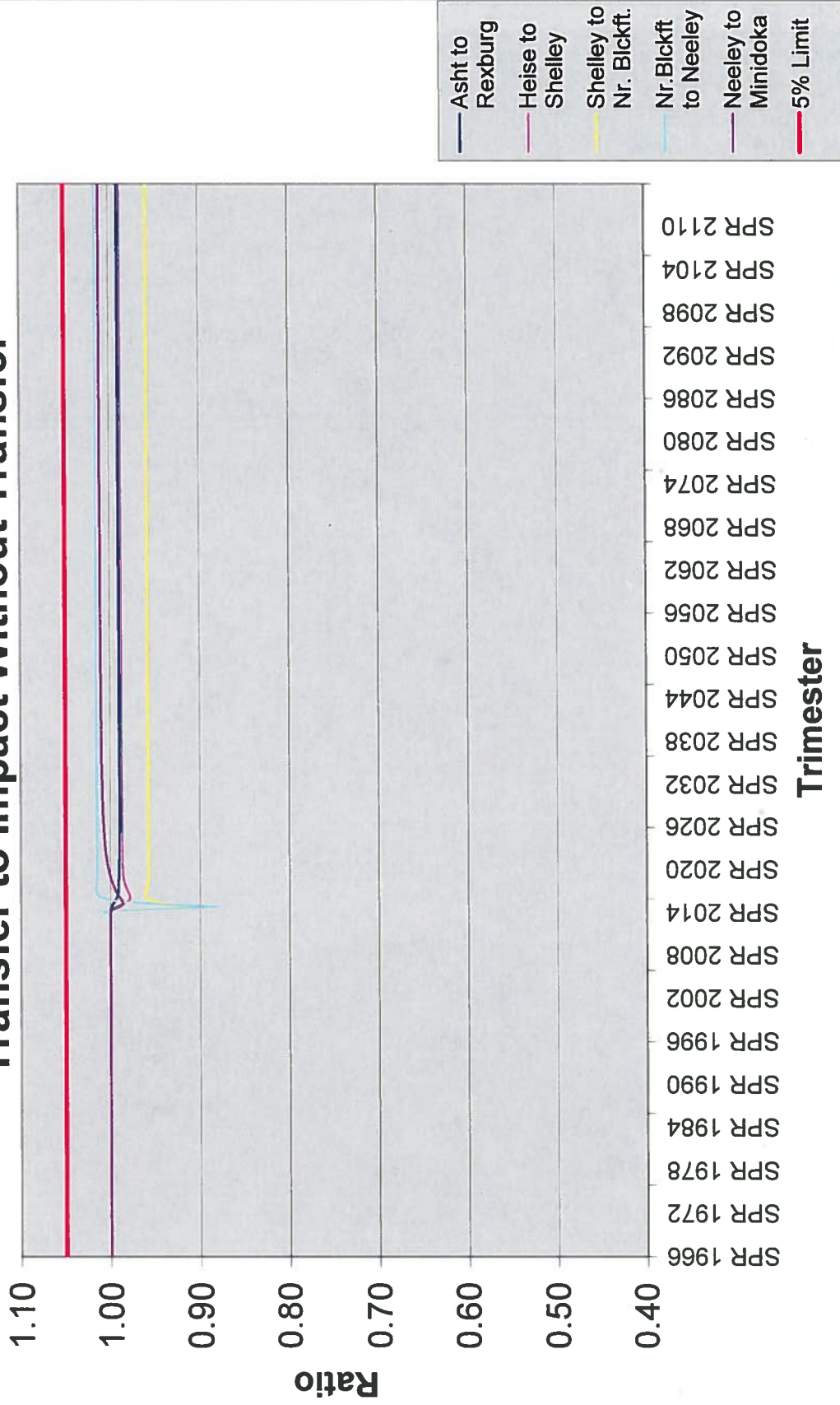
ESPA Impact Analysis: Proposed Pumping Schedule

Modeled pumping schedule
Customer Name: Chubbuck Transfer No: Barfuss

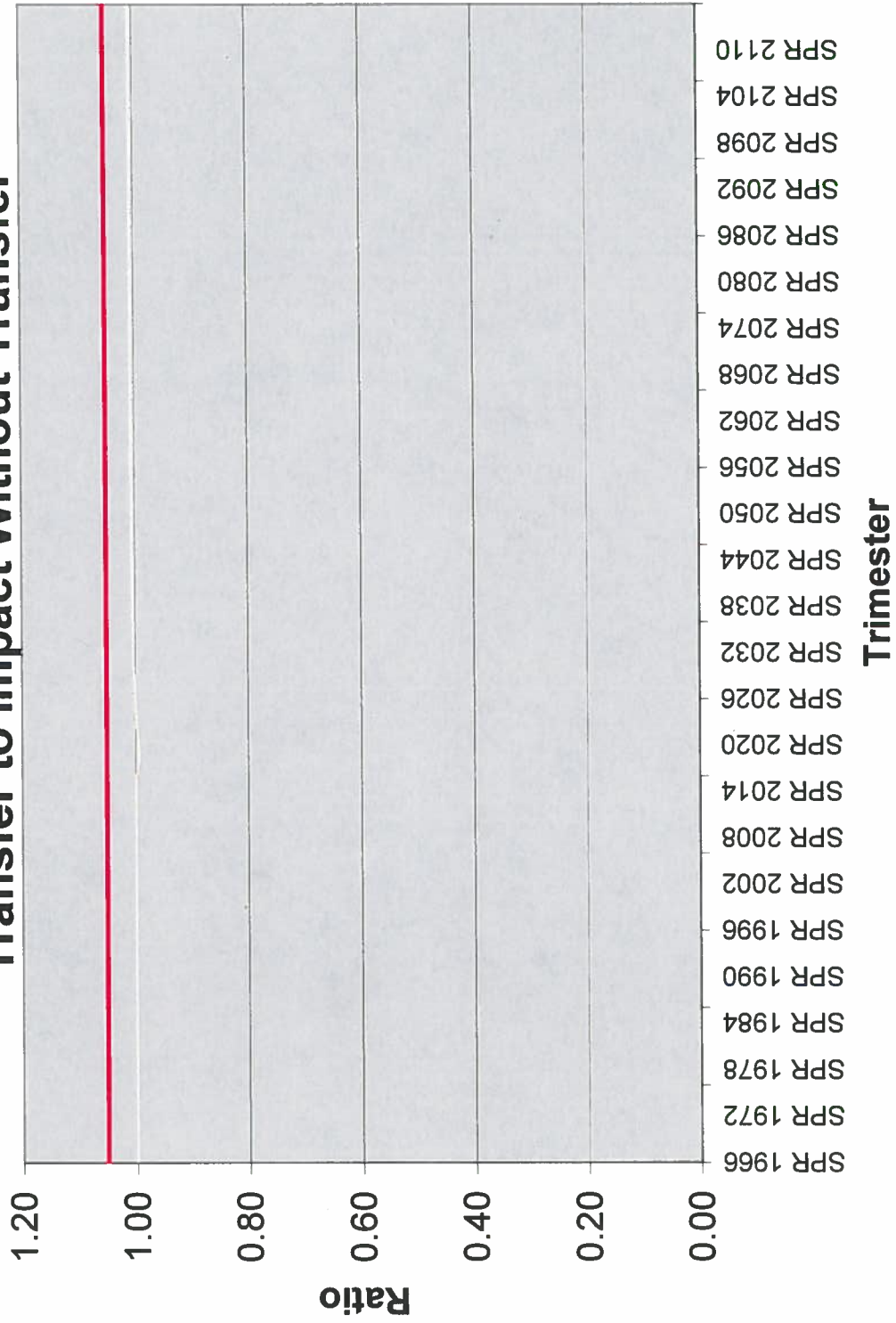


10062

Change Above Milner as Ratio of Impact With Transfer to Impact Without Transfer

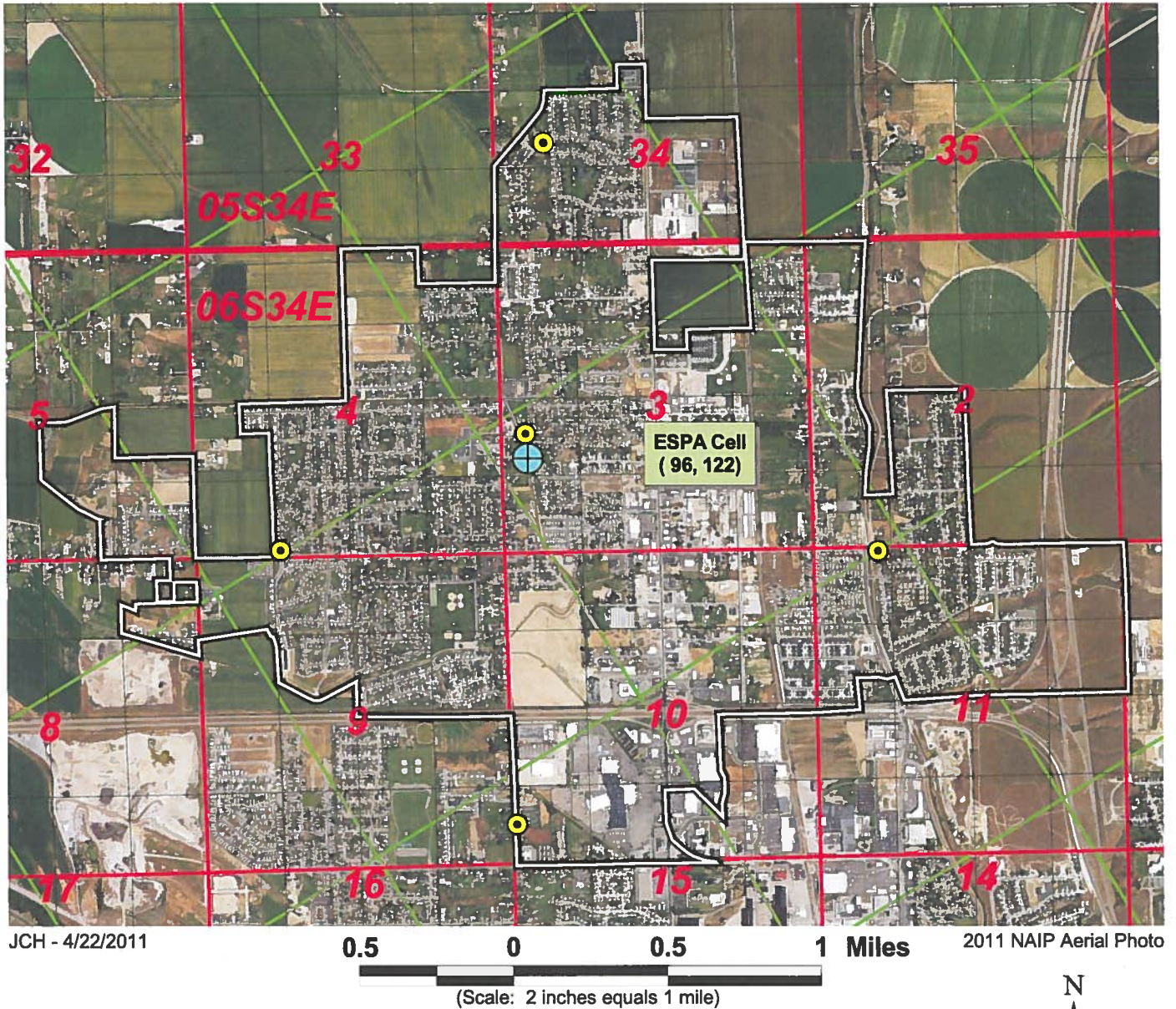


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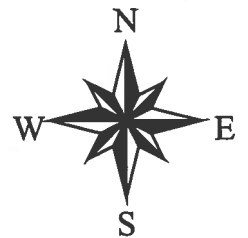


- DWB to Buhl
- Buhl to Kspr
- Kspr
- Kspr to Malad
- Malad
- Malad to Bancr.
- 5% Limit

APPLICATION FOR TRANSFER OF WATER RIGHT (Proposed Place of Use)



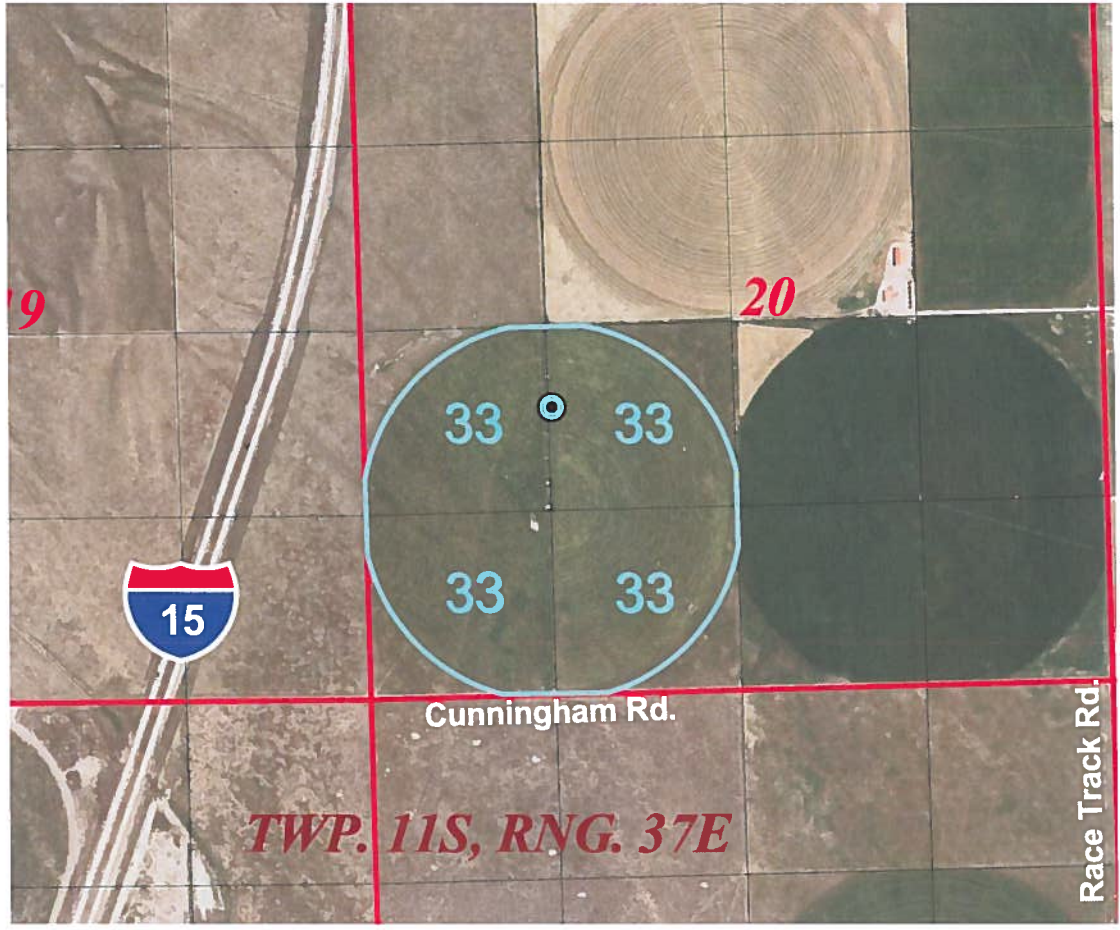
-  ESPA Model Grid
-  City of Chubbuck Existing Wells
-  Calculated Centroid of Diversions
-  City of Chubbuck Water Service Boundary
-  Townships
-  Sections



ATTACHMENT #7a

189001

APPLICATION FOR TRANSFER OF WATER RIGHT

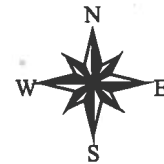


JCH - 10/07/2013

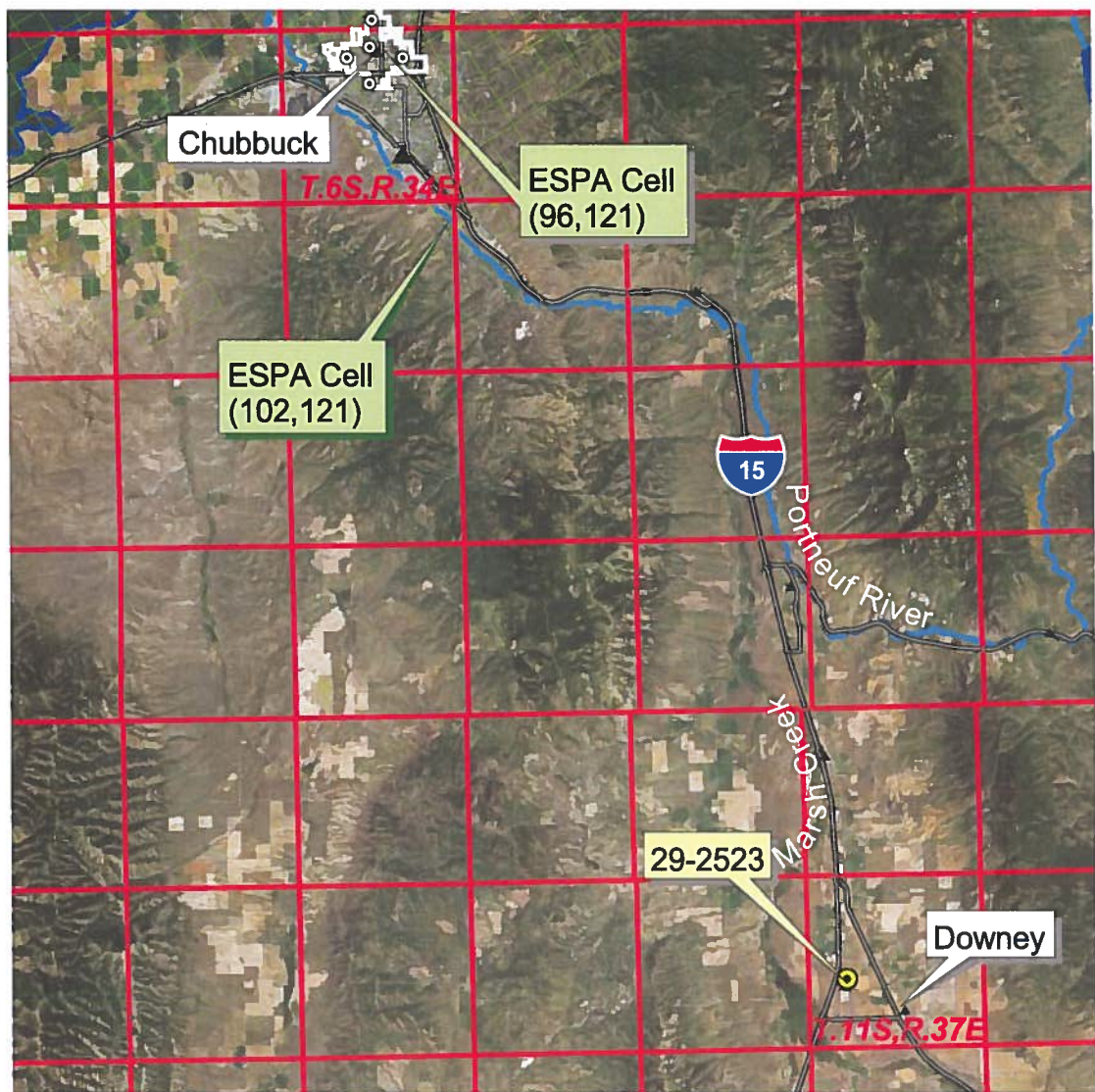
2009 Aerial Photo

0.25 0 0.25 0.5 Miles

- 29-2523 (Priority 5/1/1966) 2.56 cfs; 462 afa ; 132 ac.
- 29-2523 Existing Well
- Sections
- 40's (Bannock County)



Attachment #7b: 29-2523 Existing Place of Use



JCH - 10/07/2013

10 0 10 Miles

2011 Aerial Photo

- Water Right Point of Diversion: 29-2523
- Water Right Point of Diversion: City of Chubbuck
- ESPA Active Model Grid
- Township & Range
- Primary Roads
- Major Rivers
- Major Lakes



ATTACHMENT #9:

(Existing and proposed diversion locations in relation to the active ESPA model grid.)

**OPTION AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into effective this 17th day of September 2013 ("Effective Date") by and between Idaho Water Company, LLC an Idaho limited liability company of 1135 Valley Rd. Eden, Idaho 83325 (collectively "Buyer"), and TeAuna Newton of 1852 NW Yohn Ranch Drive, McMinnville, OR 97128 ("Seller"). Delbert Kohtz discloses that he is a realtor and this transaction is for his own account.

WITNESSETH:

In consideration of the payment(s) to be made by Buyer to Seller, and the additional terms and conditions contained herein, the parties agree as follows:

1. Grant of Exclusive Option. Seller hereby grants and conveys to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, all of Seller's right, title and interest in and to the following-described property (hereinafter "Property"):

SW1/4 Section 20, Township 11S Range 37E, Bannock County, Idaho, together with all appurtenant water rights, including but not limited to Water Right #29-2523 for irrigation of 132 acres more particularly described in Exhibit A hereto, and together with all fixtures;

Also including the following-described personal property located on the above-described real property: one quarter mile TL center pivot, one hundred HP Pump, motor and electrical panel.

2. Purchase Price: The total Purchase Price for the Property is [REDACTED] to be paid in full at Closing.

3. Earnest Money: Upon execution of this Agreement, Buyer shall pay Seller an earnest money and option fee totaling [REDACTED] ("Earnest Money"), which shall be applied to the Purchase Price at Closing. The Earnest Money shall be non-refundable to Buyer following

the expiration of the Due Diligence Period unless the purchase and sale of the Property thereafter fails to close through no fault of Buyer.

4. Option Period: The Option shall be for one hundred twenty (120) days after the Effective Date ("Initial Option"). Buyer intends that the Water Right described in Exhibit A hereto will be transferred to another place of use ("Transfer"), and Seller agrees that Buyer may apply to the Idaho Department of Water Resources ("IDWR") seeking approval of the Transfer. If IDWR has not issued a final order approving the Transfer and the purchase or sale has not otherwise closed by the expiration of the Initial Option as provided herein, then before such expiration of the Initial Option, Buyer may, in Buyer's sole discretion, extend the Option for an additional one hundred twenty (120) days ("First Option Extension") by payment to Seller of an option extension payment of [REDACTED]. If IDWR has not issued a final order approving the Transfer or the purchase and sale has not otherwise closed by the expiration of the First Option Extension, then before such expiration of the First Option Extension, Buyer may, in Buyer's sole discretion, extend the Option for an additional one hundred twenty (120) days ("Second Option Extension") by payment to Seller of an option extension payment of [REDACTED]. Any payments made by Buyer to extend the Option shall be applied to the Purchase Price at Closing; provided however, that if the purchase and sale of the Property fails to close due to no fault of Buyer, including but not limited to a failure to close because IDWR determines that the Water Right is invalid or non-transferrable, then Buyer shall be entitled to return of all payments made to Seller except the [REDACTED] Earnest Money payment. Prior to the expiration of the Initial Option Period or any extension thereof, and regardless of whether IDWR has approved the Transfer, Buyer may, in Buyer's sole discretion, notify Seller of Buyer's election to close purchase the Property.

5. Cooperation with Transfer Efforts. Seller agrees to cooperate fully with Buyer throughout the Transfer. At Buyer's request and direction, Seller agrees to take whatever steps are reasonable and appropriate to support and assist in securing the Transfer, including signing and notarizing authorizations, and other documents relating to the Property or historical beneficial use of the Water Right. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. Buyer may in its sole discretion during the term of the Option, withdraw, amend, or suspend the Transfer, or file a new or revised Transfer application with IDWR.

6. Due Diligence Period/Title Insurance. Buyer shall have a period of twenty (20) days after the Effective Date to conduct Buyer's due diligence concerning the Property (the "Due Diligence Period"). As soon as possible, but in any event within ten (10) days after the Effective Date of this Agreement, Seller shall provide Buyer with an ALTA commitment for standard coverage title insurance in the amount of the Purchase Price (the "Title Commitment"). Buyer shall notify Seller of its approval or disapproval of any exception shown in the Title Commitment on or before expiration of the Due Diligence Period by written notice (the "Title Notice"). Any exception shown on the Title Commitment that is not disapproved in writing on or before the expiration of the Due Diligence Period shall be deemed approved by Buyer and shall be a "Permitted Exception;" provided, however, that any financial encumbrance shall be deemed to be disapproved unless otherwise specifically indicated by Buyer in writing. Seller shall, within five (5) days after the receipt of such Title Notice, remove the disapproved exceptions or give reasonable written assurances to Buyer that such disapproved exception(s) will be removed on or before Closing. If Seller fails or refuses to remove such exceptions, or to provide assurances to Buyer within such 5-day period, then Buyer may, at its option, terminate

this Agreement by giving notice of such termination to Seller, and all obligations of Seller and Buyer under this Agreement shall terminate except those obligations that survive the termination of this Agreement, and Buyer shall withdraw any Transfer application filed by Buyer affecting the Water Right. Buyer shall not be required to close, and the Earnest Money shall be returned to Buyer, if any exception disapproved by Buyer as herein provided cannot be removed by Closing; provided, however, that Buyer may elect to close in spite of any disapproved exceptions and close on the remaining terms, but such Closing shall not be a waiver of Seller's obligation to provide title as approved by the Buyer. Seller shall not permit any defect or encumbrance on title to attach to the Property after the Effective Date without prior notice to, and consent from, Buyer. Exceptions to be discharged by Seller may be paid out of the Purchase Price at Closing.

7. Closing. Closing shall occur within thirty (30) days of the date of Buyer's written notice to Seller of the issuance of a final order approving the Transfer by IDWR, or of Buyer's election to purchase of the Property notwithstanding the status of the Transfer. Title in the Property, including the Water Right, shall remain in the Seller until the balance of the Purchase Price has been paid at Closing. At the Closing, Buyer shall deliver to Seller the balance of the Purchase Price and Seller will execute and deliver to Buyer a Warranty Deed and a Bill of Sale, conveying to Buyer good and marketable title to the Property and to the Personal Property, respectively, free and clear of all liens, claims and encumbrances, together with all other documents reasonably requested by Buyer to complete the purchase and sale. Seller shall pay for the issuance to Buyer of an ALTA standard coverage title insurance policy dated as of Closing insuring Buyer in the amount of the Purchase Price against loss or damage by reason of any defect in Buyer' title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form, and the Permitted

Exceptions. Buyer shall pay for any title insurance desired by Buyer in addition to coverage provided by the standard coverage Title Policy. Property taxes and other assessments shall be prorated as of the date of Closing. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement

8. Water Rights: Seller understands Buyer is transferring the Water Rights to another property. If the Water Rights are found by IDWR to be invalid or non-transferrable this contract shall be void and of no effect. Del gets all \$\$ back in this case, except first [REDACTED]

9. Water Bank. Seller agrees that upon execution of this Agreement, Buyer is authorized, in Buyer's discretion, to apply to place the Water Right in the Idaho Water Resource Board Water Supply Bank, and to rent the water out from the Water Supply Bank during 2014. Seller will cooperate with Buyer if Buyer elects to place the Water Right in the Water Bank.

10. Zoning: Bannock County Zones the subject land agriculture.

11. Possession of the Property: Possession of the Property shall be delivered to Buyer at the time of Closing.

12. Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date of this Agreement, and upon the Closing Date shall be deemed to represent and warrant, as follows:

A. Seller has good and marketable title to the Property.

B. The execution, delivery and performance by Seller of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Seller does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of Seller or any mortgage, deed of trust, indenture, lease,

security agreement, or other instrument or agreement to which Seller is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which it is subject.

C. Seller has no knowledge of any existing, pending, anticipated or threatened litigation, condemnation or similar proceedings against or involving the Property, or any other claim, action, suit or other proceeding threatened or pending which would materially or adversely affect Buyer's right, title or interest in and to, or enjoyment or use of the Property.

D. There are no outstanding and enforceable leases, tenancies, options, rights of first refusal, licenses, or operating or other agreements applicable to or affecting the Property to which Seller is a party or as to which Seller has knowledge; no third party has any right to utilize or possess the Property; and other than this Agreement, there are no contracts or agreements relating to the sale, exchange or transfer of the Property or any part thereof.

E. Seller has no knowledge that hazardous substances or wastes have ever been located on or deposited upon the Property. Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect to hazardous substances or wastes on the Property. Seller has received no notice of any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances or wastes.

F. The well, electrical and irrigation systems are operational.

13. Buyer's Representation and Warranty. Buyer represents and warrants that Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

14. Representation Confirmation: Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. ☐ The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. ☐ The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
- C. ☒ The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. ☒ The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. ☐ The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
- C. ☐ The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has elected the relationship confirmed above. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

15. Attorney Fees: In the event any action is brought to interpret or enforce any provision of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney fees, in addition to costs of suit.

16. Binding Effect. This Agreement shall inure to and be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

17. Tax and Legal Consequences. It is understood and agreed that each party hereto has relied upon his own legal and/or tax consultant or representative and not upon any representations of the other party as to the legal and or tax consequences of this Agreement.

18. Notices. Any notice under this Agreement shall be in writing and be delivered in person, by facsimile, by electronic mail or regular mail by public or independent private courier service (so long as such service provides written confirmation of delivery), or certified mail, return-receipt requested. All notices shall be addressed to the parties at the addresses set forth above or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three days after mailing by registered or certified mail or (c) the day facsimile or electronic mail delivery is verified as completed by the transmitting system.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via facsimile or electronic mail shall be as effective as delivery of an original signed copy.

20. Memorandum to be Recorded. The parties agree that a Memorandum of Option shall be executed and acknowledged by the parties at the time of execution of this Agreement and may be recorded by either party in the real property records of Bannock County, Idaho.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

BUYER:

Idaho Water Company, LLC

By:


Delbert G. Kohtz, Manager

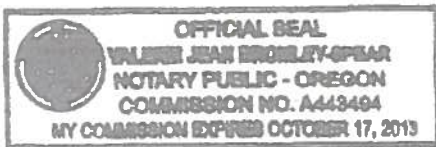
SELLER:


TeAuna Newton

STATE OF Oregon)
County of Yamhill) ss.

On this 13th day of September, 2013, before me a Notary Public for said County and State, personally appeared TeAuna Newton, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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




Notary Public for Oregon
Residing at McMinnville, Oregon
My commission expires: 10-17-2013

PERSONAL REPRESENTATIVE'S DEED

21303299

THIS DEED, made by TeAuna Newton as Personal Representative of the Estate of Fay Barfuss, deceased, Grantor, to TeAuna Newton, 1852 NW Yohn Ranch Drive, McMinnville, Yamhill County, Oregon, Grantee.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Bannock County Case No. CV-2012-3502-IE;

THEREFORE, for valuable consideration received, Grantor quit claims, transfers, and conveys to Grantee the following described real property in Bannock County, Idaho:

S20-T11S-R37E
SW4 160 AC

with all appurtenances.

OFFICIAL RECORD BK# 964
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 102 DEPUTY DR

EXECUTED this 19 day of February, 2013.

Cooper & Larsen, Chartered

21303299

2013 FEB 26 P 3:29

TeAuna Newton
TEAUNA NEWTON

Personal Representative of the Estate of.
Fay Barfuss, deceased

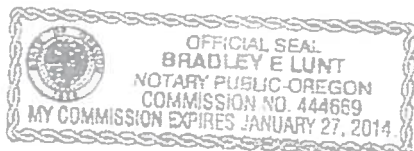
STATE OF Oregon

County of Yamhill ^{SS}

On this 19th day of February, 2013, before me, the undersigned, a notary public in and for said state, personally appeared TEAUNA NEWTON, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Fay Barfuss, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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

(SEAL)



Bradley E. Lunt
NOTARY PUBLIC FOR: Oregon

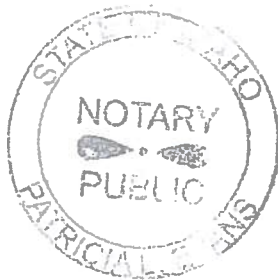
Residing at: McMinnville, Oregon
My Commission Expires: 1/27/2014

STATE OF IDAHO

County of Twin Falls)
) S.

On this 17th day of September 2013, before me the undersigned Notary Public in and for said County and state, personally appeared Delbert G. Kohtz and _____ known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

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



Patricia L. Evans

Notary public for Idaho

Residing at Twin Falls

My commission expires 03-11-17

Option Agreement - 10

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

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF IVIN FALLS

In Re SREA)
)
 Case No. 39576)
)
)

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

Water Right 29-02523

NAME AND ADDRESS: FAY L BARFUSS
22930 S CAMBRIDGE RD
DOWNEY ID 83236

SOURCE: GROUND WATER

QUANTITY: 2.56 CPS
464.70 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY

PRIORITY DATE: 05/02/1966

POINT OF DIVERSION: ILLS 237E 520 NESH Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 11-01	2.56 CFS
			462.00 AFY
	Stockwater	01-01 TO 12-31	0.04 CFS
			2.70 AFY

PLACE OF USE:	Irrigation		Within Bannock County
	1118 R37B S20	NESH 33 0	NWSW 33 0
		SWSW 33 0	SESW 33 0
	132 0 Acres Total		
	Stockwater		Within Bannock County
	Same as Irrigation		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I C SECTION 42-1412(6)

RULE 34 (b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b) I R C P, that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

SRBA PARTIAL DECREE PURSUANT TO I R C P, 54(b)
Water Right 29-02523

PAGE 1
Mar-17-2004

**AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS
(29-2523)**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS
("Agreement") is made and entered into this 21st day of September, 2013 ("Effective Date"), by and between Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Road, So. Eden, Idaho 83325 (hereinafter "Seller"), Delbert G. Kohtz, an individual ("Guarantor"), and the City of Chubbuck, an Idaho municipal corporation, whose address is City Hall, Chubbuck, Idaho 83201 (hereinafter "Buyer"). Del Kohtz is a principal of Seller and hereby discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer.

RECITALS

A. Seller currently has the legal right and option ("Option") to purchase portions of decreed Water Right No. 29-2523 in the records of the Idaho Department of Water Resources ("Department") authorizing diversion of ground water for irrigation.

C. Buyer wishes to purchase the above-referenced water rights and to change the point of diversion and place of use thereof for Buyer's irrigation purposes ("Transfer").

D. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

AGREEMENT

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

1. Water Rights Subject to Purchase and Sale. The water rights subject to purchase and sale under this Agreement are up to 462 acre-feet of ground water authorized for diversion under Water Right No. 29-2523 appurtenant to 132 acres the ("Water Rights") to be transferred by Buyer to Buyer's purpose and place of use.

2. Purchase and Sale. Subject to the terms, conditions and contingencies contained herein, Seller agrees to exercise its Option and to thereafter sell and convey to Buyer, and Buyer agrees to purchase the Water Rights.

3. Purchase Price. The purchase price for the Water Rights is [REDACTED] ("Purchase Price"), which is based on a unit value of one thousand [REDACTED] per each acre-foot of authorized annual volume of water to be conveyed to Buyer. The Purchase Price shall be payable as follows:

a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deliver to Seller the sum of [REDACTED] (\$[REDACTED]) as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at Closing.

b. Balance of Purchase Price. The balance of the Purchase Price, being [REDACTED] ("Purchase Price Balance"), shall be due and payable to Seller at Closing as provided herein.

c. Adjustment to Purchase Price and Water Rights to be Purchased Due to Transfer Conditions. Seller and Buyer acknowledge that the Purchase Price is based upon a unit

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 2

value of [REDACTED] per each acre-foot of water authorized by the Transfer to be available for Buyer's intended use. If due to acknowledged uncertainties in the final ESPA model configurations, the Department approves the Transfer but with conditions limiting the total annual diversion volume to less than proposed in the Transfer (i.e., less than 462 acre-feet), and provided Buyer has waived the conditions precedent herein and elected to close on the purchase of the lesser quantity of the Water Rights approved under the Transfer, then the parties agree that the Purchase Price will be adjusted based on the annual diversion volume in acre-feet that have been approved by the Transfer multiplied by \$ [REDACTED].

4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Within thirty (30) days following the Effective Date of this Agreement, Seller shall file with the Department an application to transfer the Water Rights in Seller's name using Buyer's place of use and point of diversion; provided however, that Buyer shall be responsible for the costs to prepare, file and prosecute the Transfer application with the Department, including all consultant fees for preparation of the Transfer application, calculation of mitigation, and in the event that the Transfer is protested, Buyer's attorney fees incurred to prosecute the transfer. Buyer and Seller shall use best efforts to obtain timely Transfer approval. Buyer authorizes Seller to make needed changes to the Transfer application to facilitate the process of transferring the water provided such changes made will not materially change the amount of money Buyer has to pay, or the amount of water Buyer receives. In Seller's discretion, prior to or upon issuance of approval of the Transfer by the Department, Seller shall ~~exercise its Option with respect to the Water Rights that are the subject of this Agreement, so as~~ to be able to convey the Water Rights to Buyer at closing.

5. Conditions Precedent: Buyer's obligation to close the purchase of the Water Rights is expressly subject to and conditioned upon Department approval of the Transfer.

6. Substitution of Water Rights: If the Department does not approve the Transfer for the reasons that the Water Rights are abandoned or forfeited in whole or in part, or have not been fully beneficially used, or if Seller is unable to close Seller's purchase of the Water Rights under its Option, Buyer agrees that Seller may have thirty days after the Department's determination in which to identify other water right(s) of equal or earlier priority and equal source to substitute for the Water Right and to refile a Transfer application with the Department.

7. Termination: If the foregoing conditions precedent are neither satisfied nor waived by Buyer, or in the event of any default by Seller, and provided Buyer is not in default hereunder, Buyer may terminate this Agreement by giving written notice of termination to Seller, and Buyer shall be entitled to return of the Earnest Money within twenty (20) days of Buyer's receipt of such notice.

8. Personal Guarantee: Guarantor hereby personally guarantees Seller's obligation to return the Earnest Money to Buyer as, if and when required by Section 7 above.

9. Closing: Unless otherwise agreed to in writing by Buyer and Seller, closing shall occur within thirty (30) days following Department approval of the Transfer. Possession and use of the Water Right passes to Buyer on Closing. At Closing, Buyer shall deliver the Purchase Price Balance to Seller, less any permitted adjustments, and Seller shall provide Buyer with a fully-executed Special Warranty Deed substantially in the form attached hereto as Exhibit A conveying the Water Right to Buyer.

10. Attorney Fees. In the event of any suit or proceeding by either party against the other party, in any way arising out of this Agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

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

12. Authority. Each party represents and warrants to the other that they have full power and authority to enter into this Agreement.

13. As-Is. Except as to the warranties contained in the Special Warranty Deed to be delivered by Seller at Closing, Seller has not made and does not hereby make, any representations, warranties or guaranty of any kind concerning the Water Rights or their fitness for Buyer's intended purposes, or any purpose. Buyer acknowledges that Buyer is relying solely on its own investigation of the Water Rights.

14. Mitigation. Seller has no control over the amount of mitigation or "write-down" the Department may require in approving Buyer's particular Transfer, and therefore, the Purchase Price Buyer pays is based on the amount of water transferred out of the original Water Rights. Buyer understands that all mitigation rights provided by Seller and all reach credits that may be accrued by the Transfer shall remain the property of Seller.

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

16. Modification. No modification of this Agreement shall be valid unless the same is in writing and signed by both parties.

~~17. Essence of Time. Time is of the essence to this Agreement.~~

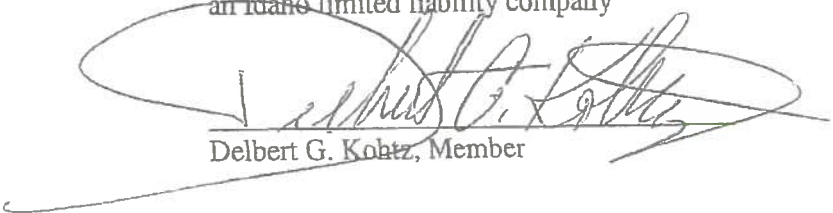
18. Notices. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.

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

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

SELLER:

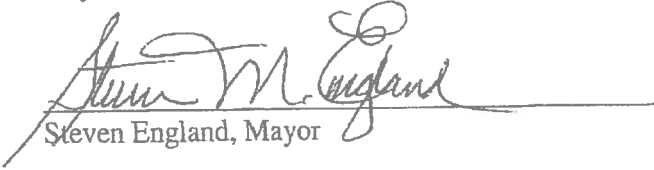
Idaho Water Company LLC,
an Idaho limited liability company



Delbert G. Kohtz, Member

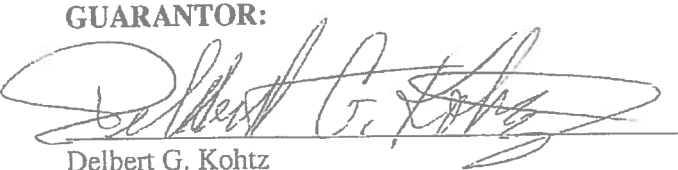
BUYER:

City of Chubbuck, an Idaho municipal corporation



Steven England, Mayor

GUARANTOR:



Delbert G. Kohtz

Tributary Aquifer Transient Impacts of Transfer 29-2523

Transfer Applicant: Idaho Water Company, LLC

Water Right: 29-2523 Priority: 5/2/1966 Transfer: 2.56cfs, 462afa, 132 ac

Existing POD: Twp. 11S, RNG. 37E, Sec. 20 Existing ESPA Model Cell: 102, 121

Proposed POD: Twp. 6S, RNG. 34E, Sec. 3 Proposed ESPA Model Cell: 96, 122

This transfer seeks to change the point of diversion and place of use for a 132 acre portion of existing water right 29-2523 to a new well located approximately 30 miles to the northwest. The existing point of diversion lies within the Marsh Valley aquifer which is tributary to the Eastern Snake River Plain Aquifer.

This addendum seeks to provide a reasonable estimate of the time lag for hydraulic impacts to the aquifer systems associated with the change occurring outside the active ESPA model. Attached Figure 1 shows the relative location of the active ESPA model grid and the surface water flow fed by the aquifer near the existing point of diversion which is also shown. The Attached Figure 2 shows the ground water hydrology at the existing diversion location based on information gleaned from available well driller's logs.

The actual hydraulic impacts associated with the diversion location change of water right 29-2523 into the Portneuf valley aquifer are complex. Primary sources of information for this report is primarily available well driller's logs and USGS surface water information in addition to the reports referenced. According to the reported water levels coordinated with the rough locations of the wells superimposed over USGS 24k topography, the water table is significantly higher above the river canyon than the surface water level in Marsh Creek and the ground water clearly feeds the stream flows in this area. Several large diversion rate pumping tests have been completed historically in the vicinity of the existing well and an average of the aquifer conductivity was calculated based on unsteady and unconfined flow conditions. The attached Table

79001

79001

showing the calculated ground water travel time also shows the significant details utilized in determination of the aquifer characteristics. Based on the calculated average hydraulic conductivity and the average water table slope, the ground water travel time is estimated on the order of 100 days between the historical diversion location and feeding the stream. Following the release into surface water flow, an additional period of time is required for the surface water flow through the Portneuf gap recharging directly upstream and into the active ESPA model grid. According to this simplified analysis, the total time lag of historical impacts is likely less than a single model trimester.

To incorporate the calculated time lag associated with the historical impacts of the existing water right within the Marsh Valley Aquifer, the ESPA Transfer Spreadsheet analysis was modified to show a single trimester of overlap during the spring of 2014. Additionally, the initial pumping was delayed a single trimester later than the actual priority date of the water right to include the calculated time lag of impacts. The impacts associated with the overlap resulting from the time lag creates an additional impact spike during the spring of 2014, however the additional impacts are still found to be within 10% of historical levels given the existing stipulation to reduce the available volume to 1/3 of the transfer during the first year following transfer approval.

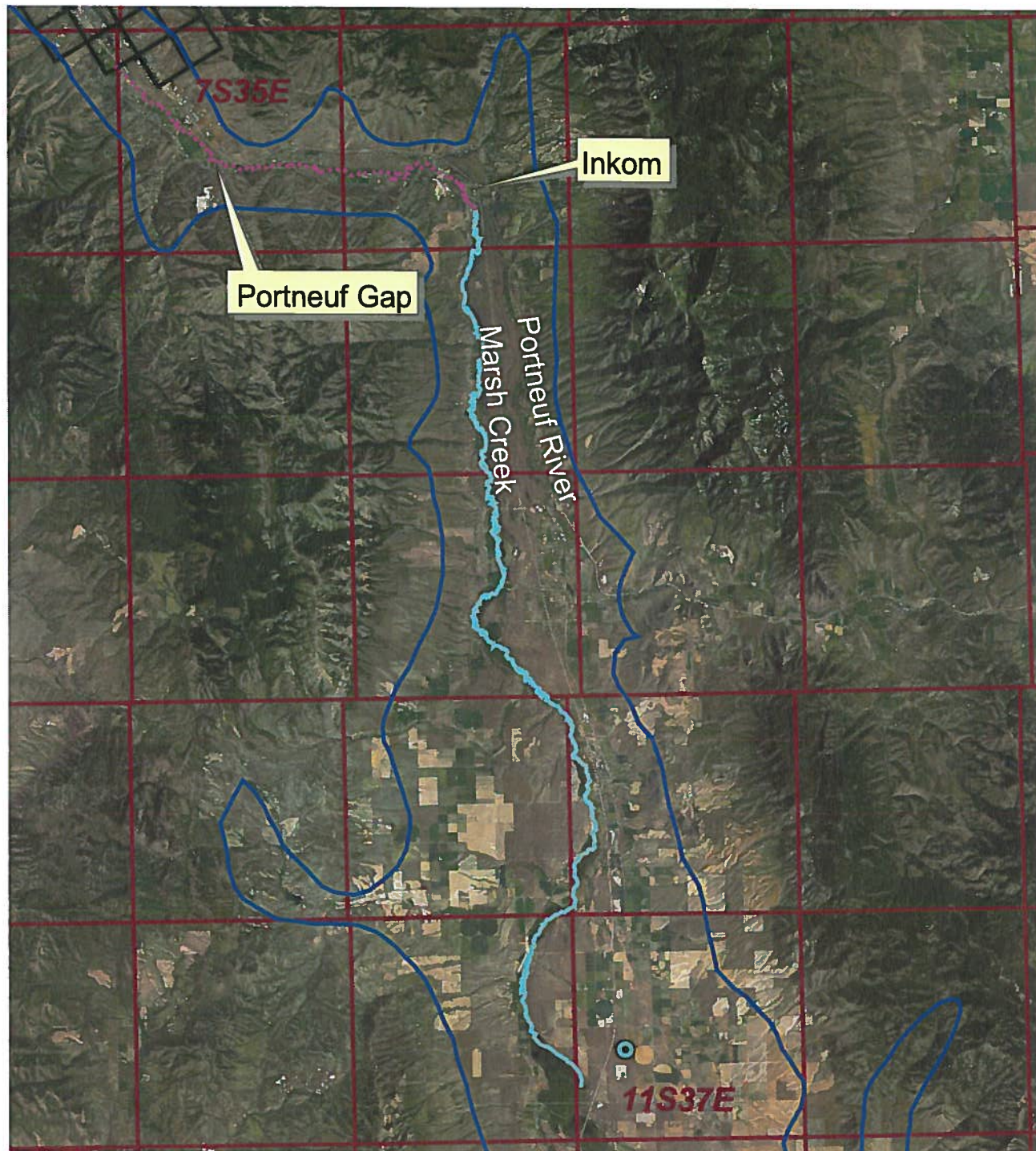
List of Attachments:

- Map: "Transfer 29-2523 Regional Hydrology"
- Map: "Transfer 29-2523 Local Hydrology"
- Well Logs (R.H. Smith, Calvin Dredge, Leo Buckett)
- Table: Ground Water Travel Time
- Table: ESPA Impact Analysis - Data Entry
- Charts: ESPA Impact Analysis - Results Above Milner
- Chart: ESPA Impact Analysis - % Change Above Milner
- Charts: ESPA Impact Analysis - Results Below Milner

References:

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

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



JCH - 12/16/2013

2 0 2 4 6 8 10 Miles

NAIP Aerial Photo

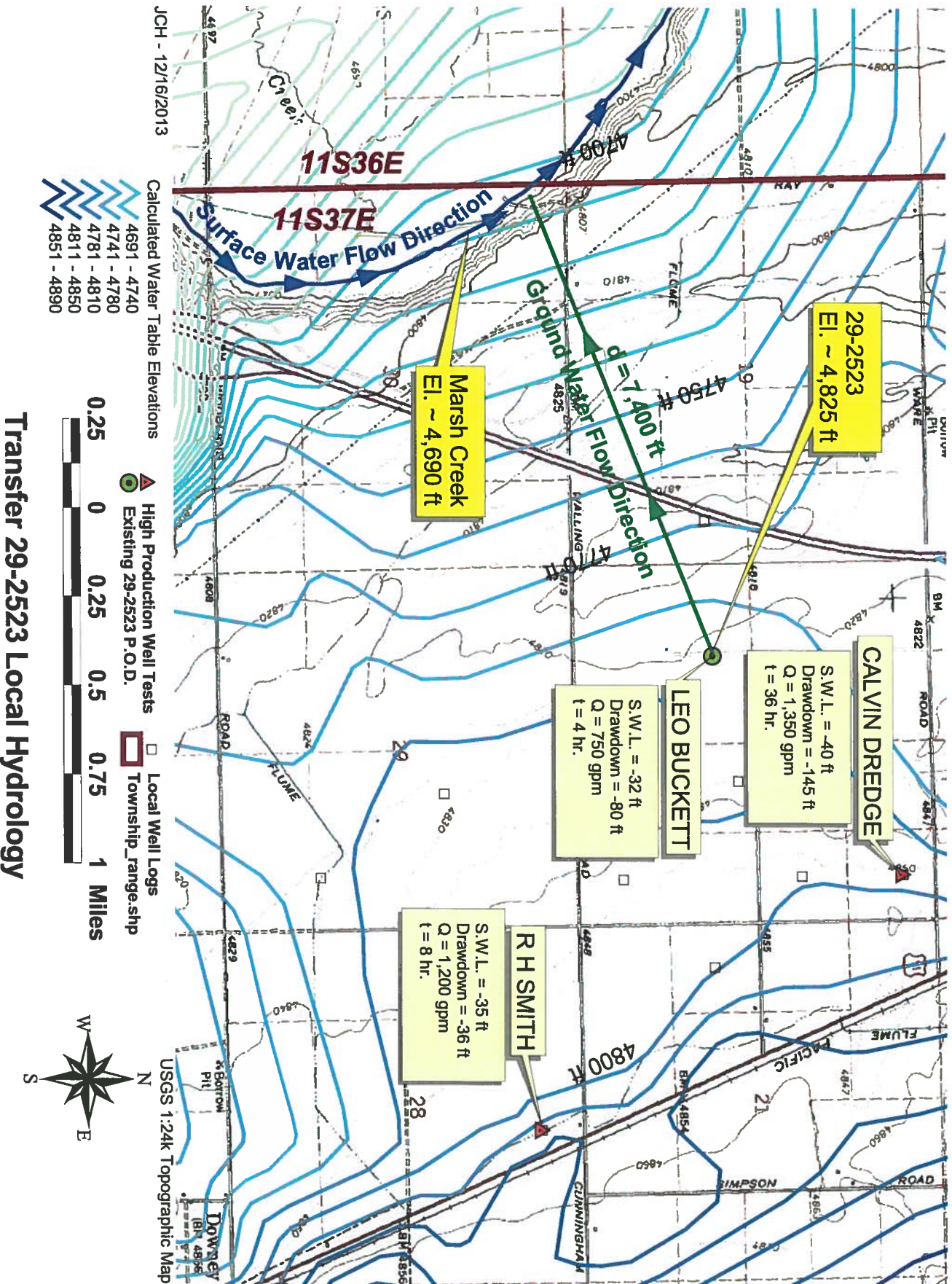
- Existing Well 29-2523
- Approximate Extent of Perched River Section (L = 15.3 miles)
- Approximate Extent of Gaining River Section (L = 37.6 miles)

- Township & Range
- Approximate Extent of Alluvial Aquifer
- ESPA Model Grid



Transfer 29-2523 Regional Hydrology

89001



REPORT OF WELL DRILLER
State of Idaho

RECEIVED

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

WELL OWNER:

Name R. H. Smith 143 East 390 North
Address 17 Logan 91 1/2

Owner's Permit No. A-32217
NATURE OF WORK (check): Replacement well ☐
New well ☒ Deepened ☐ Abandoned ☐

Water is to be used for: irrigation

METHOD OF CONSTRUCTION: Rotary ☐ Cable ☒
Dug ☐ Other ☐

(explain)
CASING SCHEDULE: Threaded ☐ Welded ☒
16 "Diam. from 0 ft. to 121 ft.
"Diam. from 0 ft. to 121 ft.
"Diam. from 0 ft. to 121 ft.
"Diam. from 0 ft. to 121 ft.
Thickness of casing: 1/4 Material:
Steel ☒ concrete ☐ wood ☐ other ☐

(explain)
PERFORATED? Yes ☒ No ☐ Type of
perforator used: yes

Size of perforations: 1/4 " by 1/4 "
perforations from 79 ft. to 96 ft.
perforations from 79 ft. to 96 ft.
perforations from 79 ft. to 96 ft.
perforations from 79 ft. to 96 ft.

WAS SCREEN INSTALLED? Yes ☐ No ☒

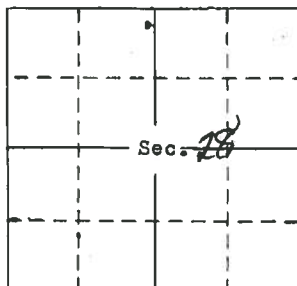
Manufacturer's name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.

CONSTRUCTION: Well gravel packed? Yes ☐
No. ☒ size of gravel _____ Gravel
placed from _____ ft. to _____ ft. Surface seal
provided? Yes ☐ No ☐ To what depth?
_____ ft. Material used in seal: _____

Did any strata contain unusable water? Yes ☐
No. ☒ Type of water: _____
Depth of strata _____ ft. Method of sealing
strata off: _____

Surface casing used? Yes ☐ No. ☒
Cemented in place? Yes ☐ No ☒

Locate well in section



LOCATION OF WELL: County Bannock Idaho
NW 1/4 NE 1/4 Sec. 28 T. 11 S R. 37 E/W

Use other side for additional remarks

Size of drilled hole: 16 inch Total
Depth of well: 237 ft. Standing water
level below ground: 35 ft. Temp.
Fahr. _____ ° Test delivery: 1200 gpm
or _____ cfs Pump? ☐ Bail ☐
Size of pump and motor used to make test:
10 in. Boulders Gas Engine 235 HP
Length of time of test: 8 Hrs. Min.
Drawdown: one ft. Artesian pressure: ft.
above land surface Give flow _____ cfs
or _____ gpm. Shutoff pressure:
Controlled by: Valve ☐ Cap ☐ Plug ☐
No control ☒ Does well leak around casing?
Yes ☐ No ☒
DEPTH MATERIAL 30021 WATER
FROM TO YES OR NO
FEET FEET
0 2 Top soil
2 41 Boulders & gravel
41 42 Gravel & sand
42 96 Gravel & sand
96 116 Clay & sand
116 237 White clay & sandstone
237 237 Blue clay

Work started: 3 March 1965
Work finished: 1 at Bannock 1965
Well Driller's Statement: This well was
drilled under my supervision and this report
is true to the best of my knowledge.
Name: R. H. Smith
Address: 17 Logan Idaho
Signed by: R. H. Smith
License No. 169 Date: Aug-1967

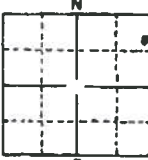
WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

RECEIVED

JUN 14 1976

Department of Water Resources
Eastern District Office

1. WELL OWNER Name <u>CALVIN DREDGE</u> Address <u>MALAD, IDAHO</u> Owner's Permit No. <u>597078</u>		7. WATER LEVEL Static water level <u>42</u> feet below land surface Flowing? ☐ Yes ☒ No G.P.M. flow _____ Temperature _____ ° F. Quality _____ Artesian closed-in pressure _____ p.s.i. Controlled by ☐ Valve ☐ Cap ☐ Plug																																																																																																																							
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning)		8. WELL TEST DATA ☒ Pump ☐ Bailer ☐ Other Discharge G.P.M. <u>1350</u> Draw Down <u>145 FT</u> Hours Pumped <u>36 HRS.</u>																																																																																																																							
3. PROPOSED USE ☐ Domestic ☒ Irrigation ☐ Test ☐ Other (specify type) ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection		9. LITHOLOGIC LOG 30984																																																																																																																							
4. METHOD DRILLED ☒ Cable ☐ Rotary ☐ Dug ☐ Other		<table border="1"><thead><tr><th rowspan="2">Hole Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>18"</td><td>0</td><td>5</td><td>TOP SOIL</td><td></td><td></td></tr><tr><td>↑</td><td>5</td><td>20</td><td>BOULDER & CLAY</td><td></td><td></td></tr><tr><td>10"</td><td>20</td><td>63</td><td>DRY GRAVEL & CLAY</td><td></td><td></td></tr><tr><td>10"</td><td>63</td><td>66</td><td>GRAVEL</td><td></td><td></td></tr><tr><td>16"</td><td>66</td><td>80</td><td>BLUE CLAY & SANDSTONE</td><td></td><td></td></tr><tr><td>16"</td><td>80</td><td>85</td><td>GRAY CLAY & SANDSTONE</td><td></td><td></td></tr><tr><td>16"</td><td>85</td><td>105</td><td>GRAY CLAY & SANDSTONE</td><td></td><td></td></tr><tr><td>16"</td><td>105</td><td>160</td><td>BLUE CLAY</td><td></td><td></td></tr><tr><td>16"</td><td>160</td><td>165</td><td>CLAY & GRAVEL</td><td></td><td></td></tr><tr><td>16"</td><td>165</td><td>175</td><td>GRAVEL</td><td></td><td></td></tr><tr><td>16"</td><td>175</td><td>190</td><td>GRAY CLAY & SAND</td><td></td><td></td></tr><tr><td>16"</td><td>190</td><td>192</td><td>GRAVEL & SAND</td><td></td><td></td></tr><tr><td>16"</td><td>192</td><td>300</td><td>BLUE CLAY & SANDSTONE</td><td></td><td></td></tr><tr><td>16"</td><td>300</td><td>430</td><td>GRAY CLAY & SAND</td><td></td><td></td></tr><tr><td>16"</td><td>430</td><td>435</td><td>GRAY SANDSTONE</td><td></td><td></td></tr><tr><td>16"</td><td>435</td><td>450</td><td>GRAY SAND</td><td></td><td></td></tr><tr><td>16"</td><td>450</td><td>492</td><td>GRAY CLAY & SAND</td><td></td><td></td></tr><tr><td>16"</td><td>492</td><td>502</td><td>GRAY CLAY</td><td></td><td></td></tr></tbody></table>		Hole Diam.	Depth		Material	Water		From	To	Yes	No	18"	0	5	TOP SOIL			↑	5	20	BOULDER & CLAY			10"	20	63	DRY GRAVEL & CLAY			10"	63	66	GRAVEL			16"	66	80	BLUE CLAY & SANDSTONE			16"	80	85	GRAY CLAY & SANDSTONE			16"	85	105	GRAY CLAY & SANDSTONE			16"	105	160	BLUE CLAY			16"	160	165	CLAY & GRAVEL			16"	165	175	GRAVEL			16"	175	190	GRAY CLAY & SAND			16"	190	192	GRAVEL & SAND			16"	192	300	BLUE CLAY & SANDSTONE			16"	300	430	GRAY CLAY & SAND			16"	430	435	GRAY SANDSTONE			16"	435	450	GRAY SAND			16"	450	492	GRAY CLAY & SAND			16"	492	502	GRAY CLAY		
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5. WELL CONSTRUCTION Diameter of hole <u>18"</u> inches Total depth <u>502</u> feet Casing schedule: ☒ Steel ☐ Concrete Thickness <u>250"</u> inches Diameter <u>18"</u> inches From <u>0</u> feet To <u>96</u> feet <u>250"</u> inches <u>16"</u> inches <u>94</u> feet <u>502</u> feet Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☒ Yes ☐ No Perforated? ☒ Yes ☐ No How perforated? ☐ Factory ☒ Knife ☐ Torch Size of perforation <u>14"</u> inches by <u>4"</u> inches Number <u>30</u> perforations <u>63</u> feet <u>66</u> feet <u>60</u> perforations <u>67</u> feet <u>83</u> feet <u>100</u> perforations <u>165</u> feet <u>175</u> feet <u>20</u> <u>190</u> <u>192</u> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>20</u> Material used in seal ☐ Cement grout ☒ Puddling clay ☐ Well cuttings Sealing procedure used ☐ Shurry pit ☐ Temporary surface casing ☒ Overbore to seal depth		10. Work started <u>MAY 3, 75</u> finished <u>SEPT 3, 75</u>																																																																																																																							
6. LOCATION OF WELL Sketch map location must agree with written location.  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>CANNON</u> <u>NE</u> 1/4 <u>NE</u> 1/4 Sec. <u>20</u> T. <u>11</u> N. S. <u>37</u> E.		11. DRILLERS CERTIFICATION Firm Name <u>CALVIN DREDGE</u> Firm No. <u>140</u> Address <u>MALAD, IDAHO</u> Date <u>6-11-76</u> Signed by (Firm Official) <u>R. W. Cagle</u> and (Operator) <u>Ronald F. Cagle</u>																																																																																																																							

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

79001

WELL LOG AND REPORT OF THE STATE RECLAMATION ENGINEER OF IDAHO

RECEIVED
FEB 13 1968
Department of Reclamation
035054

Permit No. 32861 Well No. 3 County Bannock

Owner Dr. Geo. Buckett

Address Downey, Idaho

Driller H. W. Eagle

Address Downey, Idaho

Well location NE 1/4 SW 1/4 Sec. 20, T. 11 S. N. 5, R. 37 E. BM

Size of drilled hole 16 inch

Locate well in section

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

Total depth of well 316

Give depth to standing water from the ground 32 feet Water temp. _____ °Fahr.

On "Pumping Test" delivery was 750 g.p.m. or _____ c.f.s. Drawdown was 80 feet.

Size of pump and motor used to make test 8 inch Bower & 8 in. Cum

Length of time of test 4 hours _____ minutes.

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

If flowing well, described control works _____

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Irrigation Weight of casing per lineal foot 42

Thickness of casing 1/4 Casing material Steel

(STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 16 inch 285 feet

(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

CASING RECORD

Diam. Casing	From Feet	To Feet	Length	Remarks—seals, grouting, etc.
16	1	285		
		185 to 316	open hole	

Number and size of perforations 500 1/2 by 5 located 42 feet to 255 feet from ground

42 to 54 28 to 85 176 to 178

65 to 68 132 to 134 250 to 254

Date of commencement of well March 1966 Date of completion of well April 1, 1966

WELL LOG

From Feet	To Feet	Type of Material	Water-bearing Formation Ans. Yes or No	Casing Perforated Ans. Yes or No
0	1	Top Soil		
1	2	Hard Clay		
2	16	Boulders + Clay		
16	~~28~~ 42	Gravel + Boulders		
42	54	good gravel + water	yes	
54	65	Brown Clay		
65	68	fine Gravel + water	yes	
68	77	Brown Clay		
77	82	Sand		
82	85	fine Gravel + water	yes	
85	90	Sandy Clay		
90	132	Gray Clay	yes	
132	134	fine Gravel		
134	176	Gray Clay	yes	
176	178	fine Gravel		
178	190	Hard Sandstone		
190	250	Hard Sandstone with rocks in it	yes	
250	255	fine Gravel + Sand	yes	
If more space is required use Sheet No. 2				
255	286	Green Clay		
286	296	Hard Sandstone + Clay		
296	300	Blue Clay sand + fine gravel		
300	315	Blue Clay		

WELL DRILLER'S STATEMENT

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

Signed

By

Dated June 14, 1967

License No. 169

Ground Water Travel Time

	Test Diversion Rate [gpm]	Test Duration [hr]	Initial Water Level [ft]	Final Water Level [ft]	Drawdown [ft]	Aquifer Thickness [ft]	Well Diameter [ft]
Calvin Dredge	1350	36	42	145	103	150	1.33
Leo Buckett	750	4	32	80	48	146	1.33
R H Smith	1200	8	35	36	1	61	1.33

	r [ft]	S []	T [ft ² /day]	t [days]	u = r ² S/(4Tt)	W(u)	Estimated K* [ft/day]
Calvin Dredge	0.67	0.20	2283	1.50	6.49E-06	11.37	15
Leo Buckett	0.67	0.20	2185	0.17	6.10E-05	9.13	15
R H Smith	0.67	0.20	268955	0.33	2.48E-07	14.63	4409

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

Average Hydraulic Conductivity (K): 1480 ft/day

Water Table Elevation @ Well: 4793 ft

Water Table Elevation @ Marsh Creek: 4690 ft

$\Delta h =$ 103 ft

$\Delta l =$ 7400 ft

Darcy Velocity $v = -K(\Delta h/\Delta l) =$ 20.6 ft/day

Porosity: 0.2

Interstitial Fluid Velocity (V): 103.0 ft/day

Ground Water Travel Time: 71.9 days
0.20 years

Surface Water Travel Time

River Length: 278,865 ft

Water Elevation @ Marsh Creek: 4690 ft

Water Elevation @ Portneuf Gap: 4490 ft

Average Slope: 0.000717 ft/ft

Flow Width: 20 ft

Flow Depth: 0.47 ft

X-sectional area: 9.4 ft²

Hydraulic Radius: 0.45 ft

n: 0.03

flow: 7.3 cfs

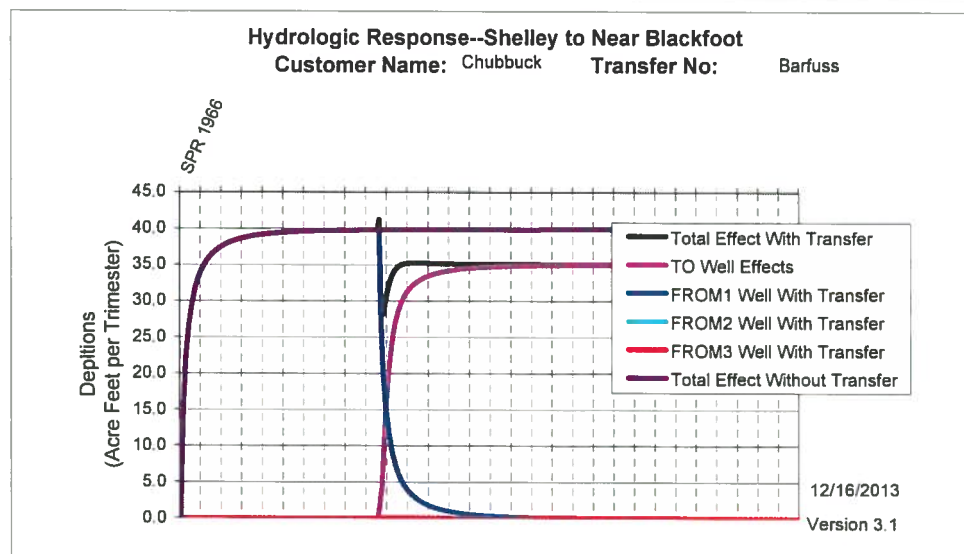
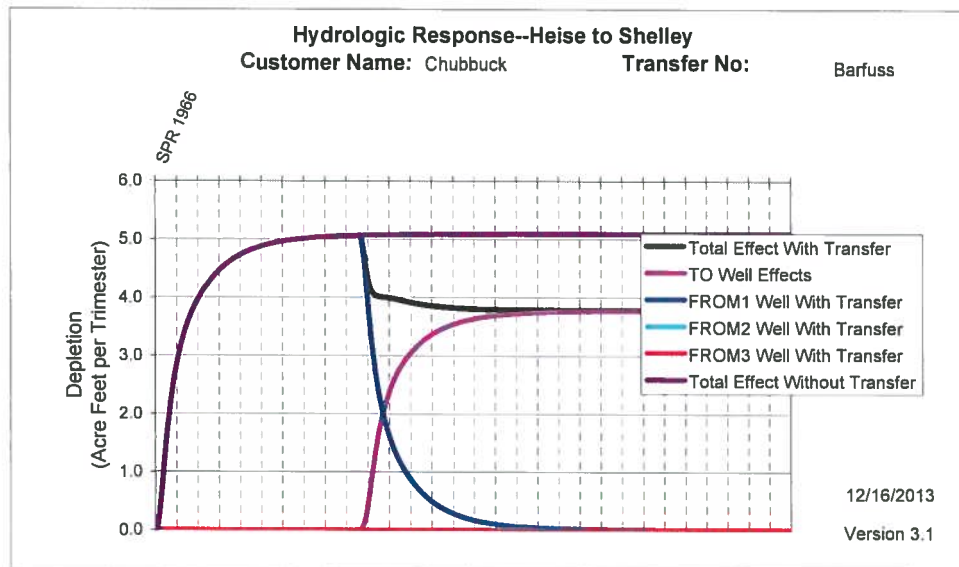
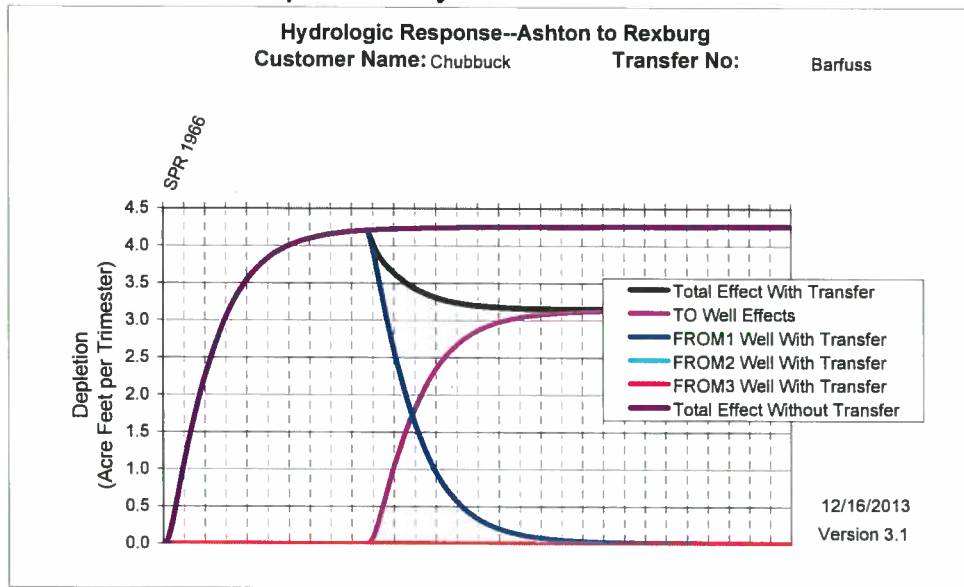
Average River Velocity: 0.78 ft/sec

Surface Water Travel Time: 4.2 days
0.01 years

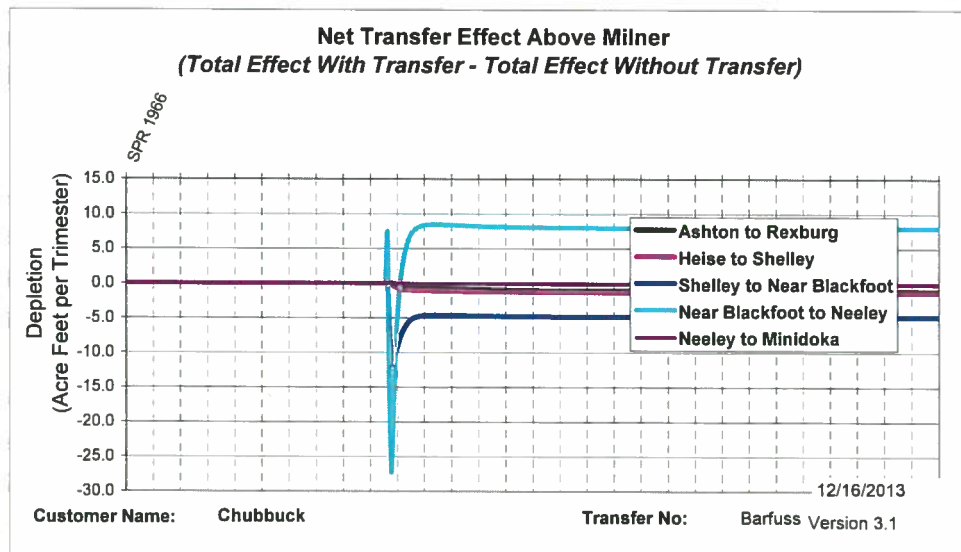
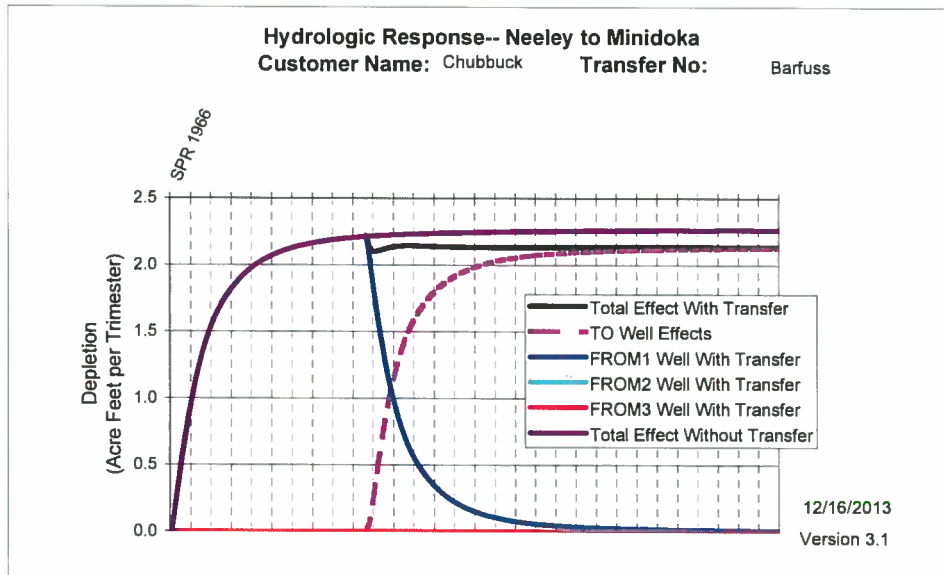
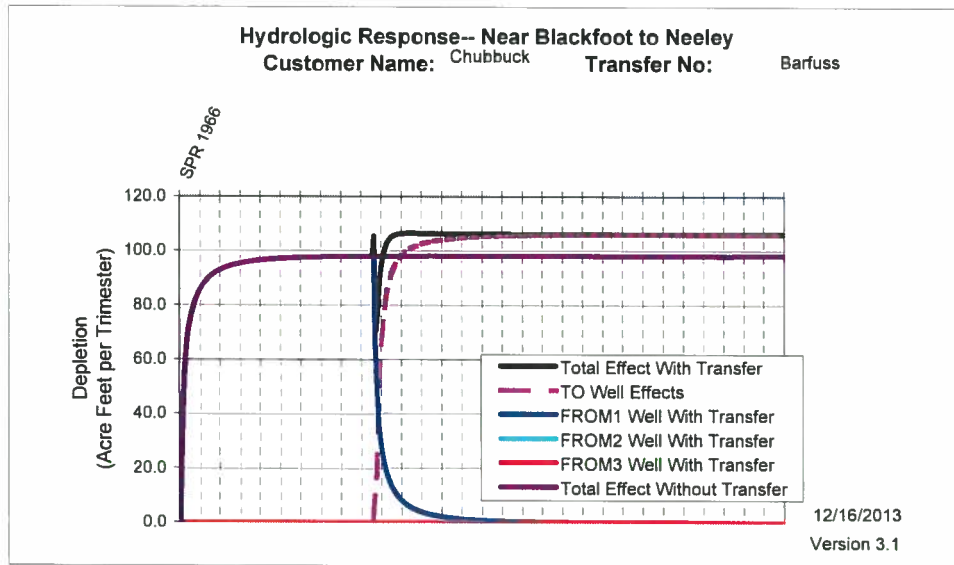
ESPA Impact Analysis - Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER									
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE								IDAHO DEPARTMENT OF AGRICULTURE	
Cells this color are set up for user entries				1 2 3 4					
ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON YEAR 1966 SEASON SPRING				TRANSFER NO: Barfuss TRANSFER NAME: Chubbuck					
ENTER CELL LOCATIONS:						29-2523		5/2/1966	
		'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL				
ROW	96		102						
COLUMN	122		121						
		6S,34E-3	11S,37E-20					Total	462.0
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL			
		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 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
SUM 1966	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 1966	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2011	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2012	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
WIN 2013	0.0	154.0	154.0	0.0	0.0	0.0	0.0		
SPR 2014	51.3	154.0	154.0	0.0	0.0	0.0	0.0		
SUM 2014	51.3	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2014	51.3	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2015	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2016	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2017	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2114	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SPR 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
SUM 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		
WIN 2115	154.0	0.0	154.0	0.0	0.0	0.0	0.0		

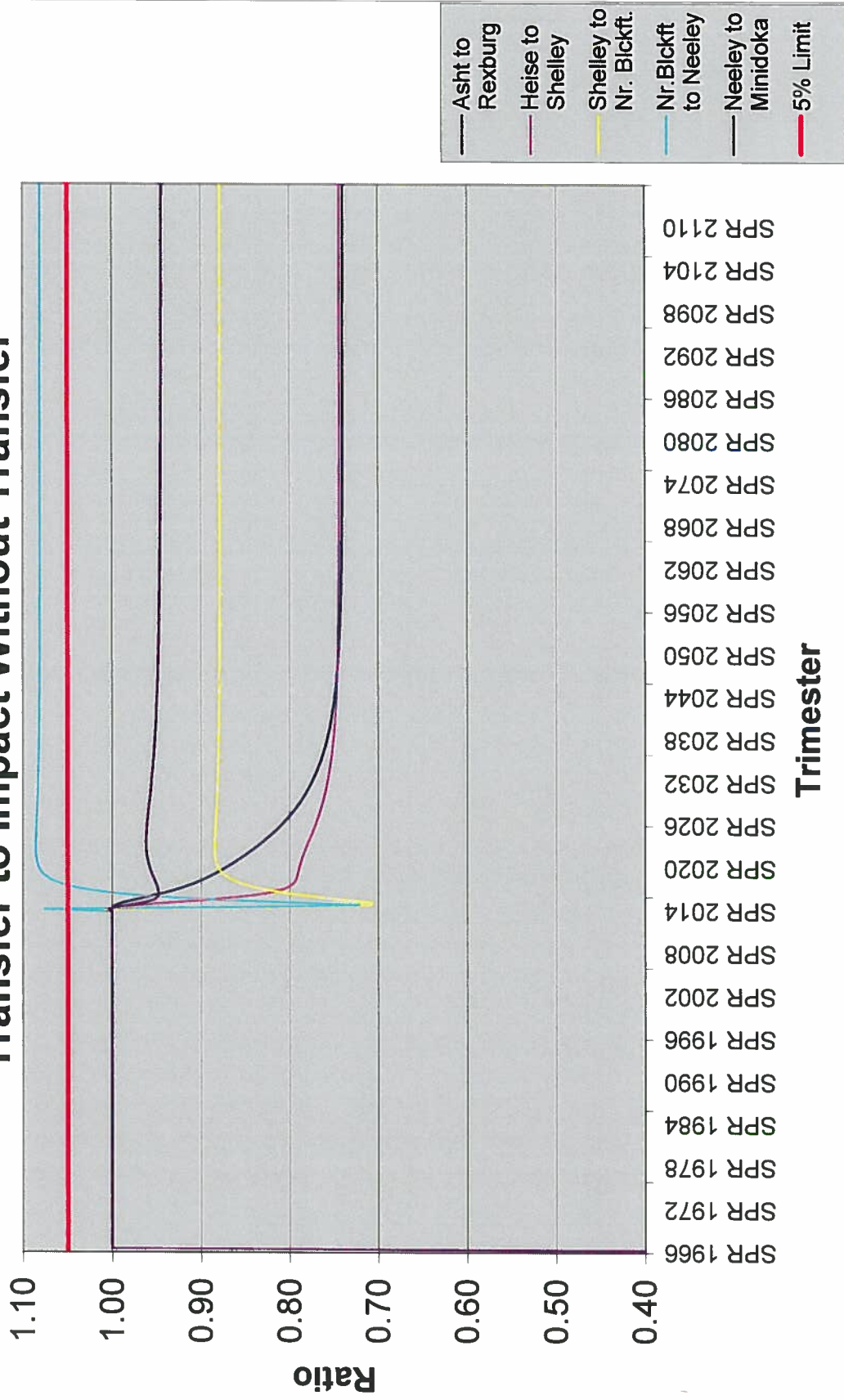
ESPA Impact Analysis - Results Above Milner



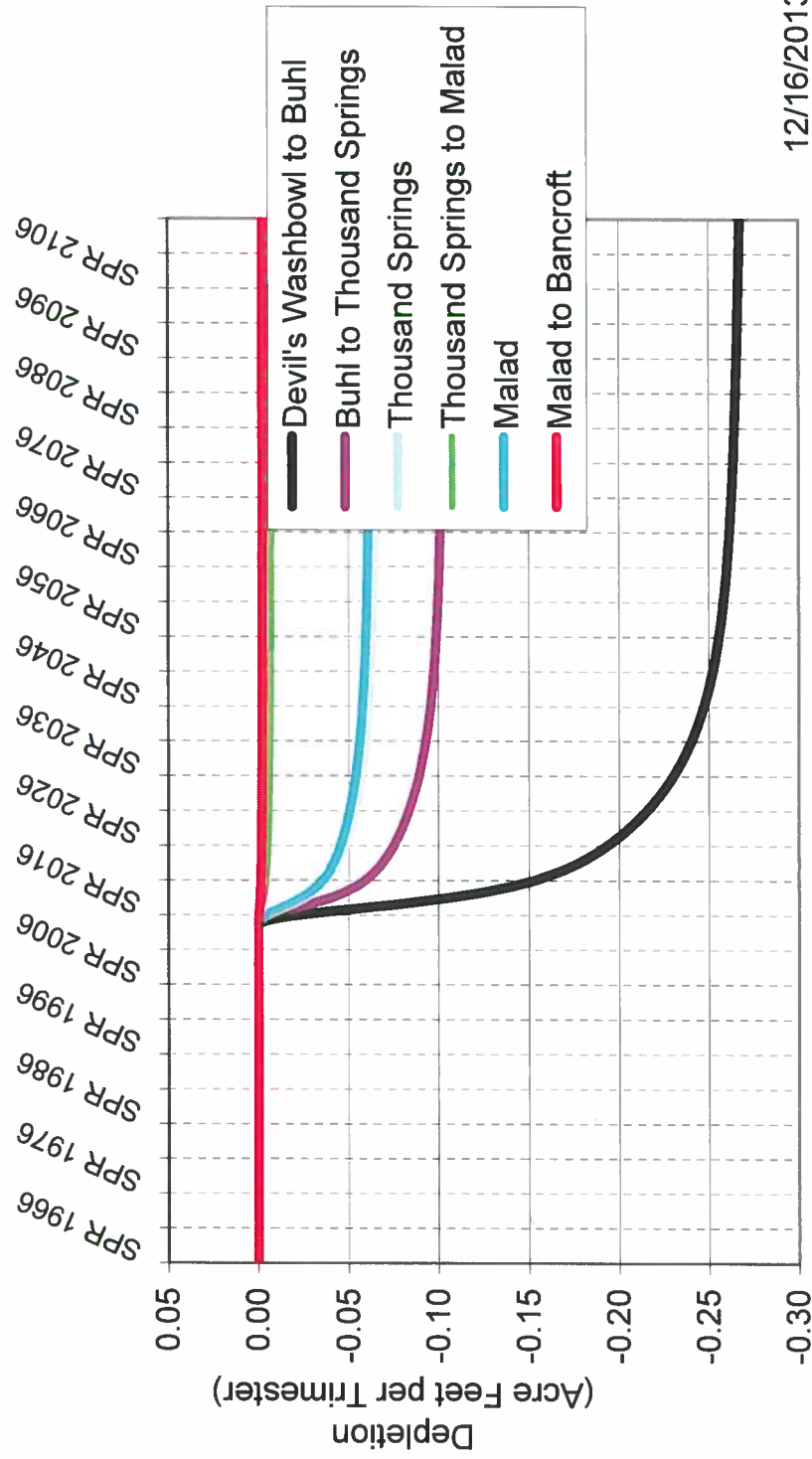
ESPA Impact Analysis - Results Above Milner



Change Above Milner as Ratio of Impact With Transfer to Impact Without Transfer



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



12/16/2013

Version 3.1

Customer Name: Chubbuck

Transfer No: Barfuss