

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 78683

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant Kent Merrill Phone (208) 745-6990
Mailing Address 532 N 3825 E, Rigby, ID 83442 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 Rocky Mountain Environmental Associates Inc. Phone (208) 524-2353 / Fax 524-1795
Mailing address 482 Constitution Way, Ste 303, Idaho Falls, ID 83402 Email kmoore@rockymountainenvironmental.com

☐ 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

Kent Merrill
Print Name and Title if applicable

6-13-13
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

RECEIVED

JUN 20 2013

Department of Water Resources
Eastern Region

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**:

Applicant has contracted to sell 0.6 acres of water right to Ben Dansie to be used for irrigation of lawn and landscaping surrounding a new dental office. A Water Right Sales and Purchase Agreement can be found under Attachment #9. The water right is being transferred from a lot within the Valley Estates subdivision. Only a portion of the water right from the lot is being transferred. A portion will remain on the lot for irrigation. A gift deed proving applicant's ownership of the water right is found in Attachment #a.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHT(S) 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 ☐ ☒	25-14364	0.01 cfs	Irrigation	04/01 to 10/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total Authorized under rights 0.01 cfs and/or _____ ac-ft

2. Total amount of water being transferred or changed 0.01 cubic feet per second and/or 2.4 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	SW	SW	13	4N	38E	Jefferson	Ground Water	0037543
N		SE	SW	SW	13	4N	38E	Jefferson	Ground Water	0057406

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	
4N	38E	13												.6					0.6

Total Acres (for irrigation use): 0.6

STATE OF IDAHO
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APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: The wells that will deliver water are existing wells located within the Sunbrook Estates Subdivision. Water will be delivered from the existing system to the dental office.

b. Who owns the property at the point(s) of diversion? M & B Investments LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Ben Dansie,, who is purchasing the transferred water right, has made an agreement with M & B Investments LLC for delivery of water from the system in Sunbrook Estates. In exchange, Dansie will provide monetary compensation.

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? No ☒
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage, or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

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

d. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The land now irrigated will be no longer be irrigated with this water right.

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) of use:

A portion of the original water right will remain behind on the lot within Valley Estates to be used for irrigation of the property. The portion transferred will be delivered through an existing water system for Sunbrook Estates.

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: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

WATER RIGHT NO. 25-14364

Owner Type Name and Address

Current Owner KENT MERRILL
532 N 3825 E
RIGBY, ID 83442
(208)745-6990

Priority Date: 02/28/1992

Basis: License

Status: Active

Source Tributary

GROUND WATER

Beneficial Use From To Diversion Rate Volume

IRRIGATION 04/01 10/31 0.3 CFS 59.6 AFA

Total Diversion 0.3 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSW Lt 4 Sec. 30 Township 04N Range 39E JEFFERSON County

Licensed Diversion Capacity: 0.78

Place of Use Legal Description: IRRIGATION JEFFERSON County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres

04N 39E 30 4 SWSW 14.9

Total Acres: 14.9

Conditions of Approval:

1. 050 Diversion and use of water under this right is subject to rules that may subsequently be promulgated for existing rights used for supplemental purposes.
2. R55 This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
3. R56 Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
4. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

ESPA Ground Water Rights Transfer Spreadsheet Data Summary

TRANSFER NAME: Kent Merrill / Ben Dansie

WATER RIGHTS INVOLVED: 25-14364

PRIORITY DATE: 2/28/1992

MODEL CELL LOCATIONS:

	TO WELL	FROM 1 WELL
ROW	65	67
COLUMN	171	171

TRIMESTER OF ACTIVITY	TO WELL	FROM 1 WELL		Net Transfer Effect (AF/four months)											
	Projected AF/TRIMESTER	With Transfe AF/TRIMESTER	Without Trans AF/TRIMESTER	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bckft	Nr Bckft to Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft	
WIN 1992	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 1993	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 1993	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 1993	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 1994	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 1994	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 1994	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 1995	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 1995	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 1995	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2012	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2012	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2012	0.0	0.8	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2013	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2013	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2013	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2014	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2014	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2014	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2015	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2015	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2015	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2140	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2140	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2140	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2141	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2141	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
WIN 2141	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SPR 2142	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	
SUM 2142	0.8	0.0	0.8	0	0	0	0	0	0	0	0	0	0	0	

The ESPA transfer analysis shows that the proposed transfer **does not** exceed the allowable affects to the reaches of the Snake River. All affects are below the 2 af/trimester threshold.

Application for Transfer

Kent Merrill / Ben Dansie

Attachment #7a



POD



Property Boundary



Approx. Irrigated Acres



Township and Range



Section



QQ

0 100 200 400 Feet

2011 NAIP Photography

78683

N



Application for Transfer

Kent Merrill / Ben Dansie

Attachment #7b



-  Original Place of Use Lot 4 Blk 1
-  Township and Range
-  Section
-  QQ

0 100 200 400 Feet

2011 NAIP Photography

78683



WATER RIGHTS PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of ~~April~~^{June}, 2013, (the "Effective Date") by and between Kent Merrill, Husband and Wife, of 532 N 3825 E, Rigby, ID 83442, hereafter "SELLER", and Dansie Dental, of 130 N 1st W, Rigby, ID, 83442, hereafter "BUYER";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Water Right Purchase.** SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right or water right portion for the consideration and subject to the terms and conditions contained herein:

A portion of Idaho Department of Water Resources (IDWR) Licensed Water Right No. 25-14364.

Source:	Ground water
Purpose:	Irrigation
Priority:	February 28, 1992
Quantity (Diversion Rate):	0.01 cfs of the total authorized 0.3 cfs
Quantity (Volume):	2.4 acre feet per annum
Place of Use (Acreage):	0.6 acres of the 14.9 authorized acres.

The above portion of Water Right No. 25-14364 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed, in the form set forth in Exhibit "A" attached hereto. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee together with Idaho Department of Water Resources (IDWR) Change of Ownership Form in the form attached hereto as Exhibit "B" upon closing.

2. **Purchase Price.** The purchase price for the Water Right is [REDACTED] Dollars [REDACTED] per acre for the total sum of [REDACTED] Dollars [REDACTED] for Six Tenths (0.6) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:

- a. **Down Payment.** The sum of [REDACTED] Dollars [REDACTED] shall be paid as a down payment upon the execution of this agreement, receipt whereof is hereby acknowledged by SELLER;
 - b. **Remaining Balance.** The remaining balance of [REDACTED] Dollars [REDACTED] shall be paid in cash, within thirty (30) days of receipt of notice of formal approval by Idaho Department of Water Resources of the Application for Transfer referenced in Paragraph 3 hereof.
3. **Application for Transfer.** It is understood and agreed that BUYER will initiate the appropriate transfer proceeding under *Idaho Code* §§ 42-108 and 42-222, by filing an application with IDWR in the form attached hereto as Exhibit "C" to change the point of diversion, place of use and nature of use of the Water Right as provided in said application. The filing fees and all costs and expenses of such proceedings shall be borne by BUYER. This transfer and water right will remain in the name of Kent Merrill until the contract is closed and fully paid to SELLER by the BUYER. The BUYER's place of use and point of diversion will be used for the transfer. The parties agree to cooperate in the prosecution of said transfer proceeding to the end that it might be approved by the Idaho Department of Water Resources with as much dispatch as possible.
4. **Closing.** The closing of this transaction and delivery of the executed Assignment to BUYER and the entire purchase price for the contract to SELLER shall take place at the office of Rocky Mountain Environmental Associates, Inc., within thirty days of BUYER's receipt of approval from the Department of the application for transfer. The BUYER shall be given possession and use of the water right and the water appurtenant thereto, upon closing.
5. **Processing of Application for Transfer.** In the event the transfer is not approved by the Idaho Department of Water Resources, or not approved in a manner satisfactory to BUYER, BUYER shall have the right to have said application withdrawn. In the event BUYER withdraws said application, SELLER agrees to refund any portion of the purchase price paid

by BUYER prior to the date of such withdrawal, to BUYER, without interest, within thirty (30) days of the filing of the Notice of Withdrawal.

6. **Signature Deadline.** SELLER hereby agrees to sign this Agreement within ten (10) business days after BUYER signs this Agreement. If SELLER does not sign the Agreement within the specified time period, BUYER may terminate this Agreement by providing written notice to SELLER within twenty (20) business days after BUYER signs this Agreement.

7. **Seller's Representations and Warranties.** SELLER represents and warrants to BUYER that:

7.1 **Authority.** SELLER has full power and authority to enter into this Agreement and complete the Transaction.

7.2 **Binding Agreement.** Upon SELLER's execution of this Agreement, this Agreement will be binding and enforceable against SELLER in accordance with its terms.

7.3 **Title.** SELLER has fee title to the Water Right. SELLER believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

7.4 **Other Agreements.** SELLER shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. Notwithstanding the above, it is understood and agreed that SELLER is free to enter into the sale or lease of the balance of Water Right 25-14364 or related water rights provided said sale(s) or lease(s) do not materially impair the transfer rights of SELLER to the Water Right.

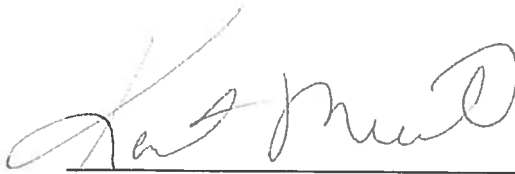
SELLER shall not solicit any other offers for the portion of the Water Right in which BUYER and SELLER are under contract to purchase.

- 7.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect SELLER's ability to meet its obligations with respect to this Agreement. SELLER has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.
- 7.6 **Snake River Basin Adjudication.** SELLER has researched and reviewed the Water Right and warrants that claims for the Water Right have been filed in the Snake River Basin Adjudication (the "SRBA").
8. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:
- 8.1 **Authority.** BUYER has full power and authority to enter into this Agreement and complete the Transaction.
- 8.2 **Binding Agreement.** Upon BUYER's execution of this Agreement, this Agreement will be binding and enforceable against BUYER in accordance with its terms, and upon BUYER's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against BUYER in accordance with their terms.
9. **Attorney's Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may

be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

11. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. **Reliance Upon Statements/Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Kent Merrill
Ben Dansie

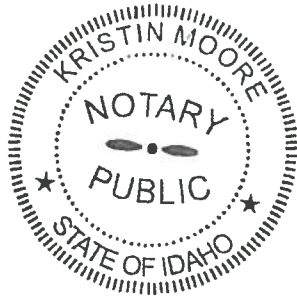
Termination Date: April 30, 2013 .

If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.

C:\Kristin_2013\Current Projects\Ben Dansie 13-0027\Water Right Sales Agreement_Dansie.wpd.cdv

STATE OF IDAHO)
 ss.
 County of Jefferson)

On this 5 day of June, in the year of 2013, before me,
 the undersigned, a Notary Public, personally appeared **Ben Dansie**, known or identified to me to
 be the person whose name is subscribed to the within instrument and acknowledged to me that he
 executed the same.



Kristin Moore
 Notary Public for ~~Arizona~~ Idaho
 Residing at: Risky, ID
 My Commission Expires: June 29, 2016

Exhibit A Form of Deed

When Recorded Return To:

xxx

SPECIAL WARRANTY DEED FOR WATER RIGHT

[Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto [Name of Buyer], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the Water Right described in Exhibits [xxx] hereto (collectively the "Water Right").

Grantor assigns to Grantee any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the Water Right, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Right. Notwithstanding the above, the Water Right is only a portion of water right number 22-14026 and this Special Warranty Deed is not intended and does not intend to transfer the balance of water right 22-14026 and related rights.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner in fee simple of the Water Right;
- (B) that Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) that the Water Right is free from all liens, claims, or encumbrances;
- (D) that Grantor has the authority to convey the Water Right to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right.

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

[end of text; signature page to follow]

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: [NAME OF SELLER]

Dated: _____ By: _____
Name
Title

Exhibits:

Exhibit 1 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)
Exhibit 2 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)
[Etc.]

[Add appropriate notary forms]

Exhibit B

GIFT DEED

THIS INDENTURE, Made and entered into this 27 day of September, 2011, by and between Ryan and Cala Alexander, of 115 N 3908 E, Rigby, ID 83442, the party of the first part, and Kent and Diane Merrill, of 532 N 3825 E, Rigby, ID 83442, the party of the second part,

WITNESSETH:

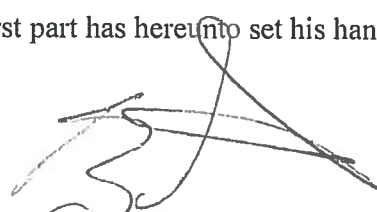
That said party of the first part, for and in consideration of the esteem he holds for the party of the second part, by these presents, does give, convey and confirm unto the said parties of the second part, the following described real property, located in Jefferson County, to-wit:

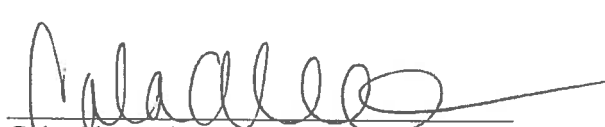
A portion of Water Right No. 25-14247 attributed to Lot 4, Block 1, Valley Estates, Division No. 1, SW¼, Section 30, T 4N, R 39E, B.M. in the amount of 0.6 acres. The remainder of 0.2 acres will be retained and used on the Lot described.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

Instrument # 396194

RIGBY, JEFFERSON, IDAHO
2-22-2012 04:15:00 No. of Pages: 2
Recorded for : ROCKY MOUNTAIN ENVIRONMENTAL
CHRISTINE BOULTER Fee: 13.00
Ex-Officio Recorder Deputy
Index to: GIFT DEED



Ryan Alexander

Cala Alexander

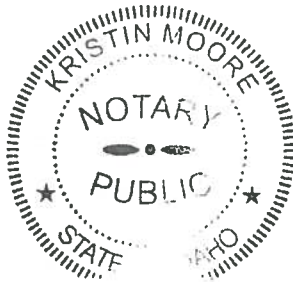
STATE OF IDAHO,)

SS.

County of Jefferson.)

On this 27 day of September, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Kristin Moore
 Notary Public for Idaho
 Residing at: Rigby, ID
 My Commission Expires: June 29, 2016

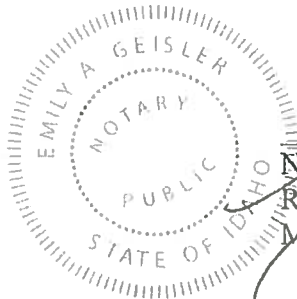
STATE OF IDAHO,)

SS.

County of JEFFERSON

On this 8 day of FEB., 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared ***, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same. *** RYAN ALEXANDER & CALA ALEXANDER

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



Emily A. Geisler
 Notary Public for Idaho
 Residing at: _____ Residing in Jefferson County
 My Commission Expires: 01-29-15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED

JUN 20 2013

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: Water Right Sales and Purchase Agreement; Gift Deed of Water Right to Applicant