

Transfer No. 78626

Name of Applicant(s) Idaho Water Co., LLC

Phone (208) 312-1135

Mailing address 1135 Valley Rd S. Eden, ID 83325

Email delkohtzidwc@mindspring.com

- ☐ 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

☐ No Representative

Name of Representative Jason C. Helms, P.E.

Phone (208) 308-2109

Mailing address 6755 N. Albert Lane Idaho Falls, ID 83401

Email jasoncivil@alumni.nd.edu

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

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

OR ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

☐ 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**.

RECEIVED

MAY 29 2013

Department of Water Resources
Eastern Region

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

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date _____

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date _____

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 a portion of existing water rights 29-13885, 13887, 13885 and all of 29-14054, 14055 & 29-14056 for municipal irrigation use within the service area of the City of Chubbuck water system. Modeled changes to ESPA impacts are within 10% of historical - see attached 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 ☐ ☒	29-13885	0.27 / 87.6	Municipal	4/1 to 10/31	Ground Water
☐ ☒	29-13887	0.03 / 4.7	Municipal	4/1 to 10/31	Ground Water
☐ ☒	29-13889	0.02 / 3.4	Municipal	4/1 to 10/31	Ground Water
☒ ☐	29-14054	1.47 / 491.4	Municipal	4/1 to 10/31	Ground Water
☒ ☐	29-14055	0.13 / 26.3	Municipal	4/1 to 10/31	Ground Water
☒ ☐	29-14056	0.09 / 19.0	Municipal	4/1 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.74 cfs and/or 632.4 ac-ft

2. Total amount of water proposed to be transferred or changed 1.74 cubic feet per second and/or 632.4 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	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 158.1 acres within the existing municipal service area boundary - See Attachment #7a.																

Total Acres (for irrigation use) +158.1 within PPU

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 29-13885, 13887, 13889, 14054, 14055 & 29-14056 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:

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 and 29-14058 are also authorized for diversion from the wells identified in this application.

- 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: Fields 1,2,4,8 & 9 Enrolled in CRP through 2022, Fields 3,5,6,7 enrolled in CRP through 2014. See attached documentation received from Bannock County Farm Service Agency.

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

Current Water Right No.: 29-13887

Current Owner: HOWARD L ARMSTRONG
Priority Date: 6/20/1961
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.03 CFS	5.3 AF
	<u>Total Diversion</u>	0.03 CFS	5.3 AF

Location of Point(s) of Diversion

GROUND WATER
BANNOCK County

NE1/4NE1/4NW1/4 Sec. 33, Twp 06S, Rge 34E B.M.

Place of Use

IRRIGATION Within BANNOCK County

T06S R34E S28	NESW	1.00	T06S R34E S28	SESW	7.00
T06S R34E S28	NESE	3.00	T06S R34E S28	NWSE	3.00
T06S R34E S28	SWSE	12.00	T06S R34E S33	NENW	1.00

Total Acres: 27

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 1.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .30 CFS. COMBINED RIGHT NOS.: 29-13885, 29-13887, 29-13889.
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Decreed Date: 3/22/2004

Page _____ of _____

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

Current Water Right No.: 29-13889

Current Owner: HOWARD L ARMSTRONG
Priority Date: 10/26/1966
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	05/01 to 10/15	0.02 CFS	3.8 AF
	<u>Total Diversion</u>	0.02 CFS	3.8 AF

Location of Point(s) of Diversion

GROUND WATER
BANNOCK County

NE1/4NE1/4NW1/4 Sec. 33, Twp 06S, Rge 34E B.M.

Place of Use

IRRIGATION Within BANNOCK County

T06S R34E S28	NESW	1.00	T06S R34E S28	SESW	7.00
T06S R34E S28	NESE	3.00	T06S R34E S28	NWSE	3.00
T06S R34E S28	SWSE	12.00	T06S R34E S33	NENW	1.00

Total Acres: 27

78626

Conditions of Approval:

1. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 0.7 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
2. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. S41 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MAY 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
6. E52 USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .30 CFS. COMBINED RIGHT NOS.: 29-13885, 29-13887, 29-13889.

Decreed Date: 3/22/2004

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

Current Water Right No.: 29-14054

Current Owner: HOWARD & MARILYN ARMSTRONG TRUST
Priority Date: 12/31/1974
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	1.47 CFS	491.4 AF
	<u>Total Diversion</u>	1.47 CFS	491.4 AF

Location of Point(s) of Diversion

GROUND WATER
BANNOCK County

NE1/4NE1/4NW1/4 Sec. 33, Twp 06S, Rge 34E B.M.

Place of Use

IRRIGATION Within BANNOCK County

T06S R34E S28	SWNE	24.40	T06S R34E S28	SENE	2.60
T06S R34E S28	SENE	35.00	T06S R34E S28	NESW	32.20
T06S R34E S28	SESW	31.00	T06S R34E S28	NWSE	3.40
T06S R34E S33	NENW	5.60			

Total Acres: 134.2

Conditions of Approval:

1. X35 Rights 29-14054, 29-14055 and 29-14056 when combined shall not exceed a total diversion rate of 1.47 cfs.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X27 This right is limited to the irrigation of 122.7 acres within the authorized place of use in a single irrigation season.

Decreed Date: 3/22/2004

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

Current Water Right No.: 29-14055

Current Owner: HOWARD & MARILYN ARMSTRONG TRUST
Priority Date: 6/20/1961
Origin: Water Right
Status: Active
Basis: Decreed

Source

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.13 CFS	26.3 AF
	<u>Total Diversion</u>	0.13 CFS	26.3 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4NW1/4 Sec. 33, Twp 06S, Rge 34E B.M.
BANNOCK County

Place of Use

IRRIGATION Within BANNOCK County

T06S R34E S28	SWNE	24.40	T06S R34E S28	SENE	2.60
T06S R34E S28	SENE	35.00	T06S R34E S28	NESW	32.20
T06S R34E S28	SESW	31.00	T06S R34E S28	NWSE	3.40
T06S R34E S33	NENW	5.60			

Total Acres: 134.2

Conditions of Approval:

1. X35 Rights 29-14054, 29-14055 and 29-14056 when combined shall not exceed a total diversion rate of 1.47 cfs.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X27 This right is limited to the irrigation of 6.6 acres within the authorized place of use in a single irrigation season.

Decreed Date: 3/22/2004

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

Current Water Right No.: 29-14056

Current Owner: HOWARD & MARILYN ARMSTRONG TRUST
Priority Date: 10/26/1966
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	05/01 to 10/15	0.09 CFS	19 AF
	<u>Total Diversion</u>	0.09 CFS	19 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4NW1/4 Sec. 33, Twp 06S, Rge 34E B.M.
BANNOCK County

Place of Use

IRRIGATION Within BANNOCK County

T06S R34E S28	SWNE	24.40	T06S R34E S28	SENE	2.60
T06S R34E S28	SENE	35.00	T06S R34E S28	NESW	32.20
T06S R34E S28	SESW	31.00	T06S R34E S28	NWSE	3.40
T06S R34E S33	NENW	5.60			

Total Acres: 134.2

Conditions of Approval:

1. X35 Rights 29-14054, 29-14055 and 29-14056 when combined shall not exceed a total diversion rate of 1.47 cfs.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X27 This right is limited to the irrigation of 4.9 acres within the authorized place of use in a single irrigation season.
4. S41 The use of water for irrigation under this right may begin as early as April 1 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before May 1 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than March 22, 2004.

Decreed Date: 3/22/2004

78626

7 8 6 2 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

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

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Prelim. Check by _____ Date _____

Fee Paid \$580.00 Date 4/26/2013 Received by _____ Receipt # 5033209

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

7 8 6 2 6

Application for Transfer of Water Rights Attachment #3

- Agreement for Purchase & Sale (2 p.)
(Howard L. Armstrong Jr. - Idaho Water Company, LLC)
- Agreement for Purchase & Sale (6 p.)
(Idaho Water Company, LLC - City of Chubbuck)
- Ryan Hancock Release (29-13885, 13887, 13889) (1 p.)

IDAHO WATER COMPANY LLC
1135 Valley Rd. So.
Eden, Idaho 83325
Office 208-825-5617
Cell 312-1135

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 16th day of Nov. 2012
by and between Howard L. Armstrong of 13244 W Trail Creek Pocatello, Id 83204
hereinafter ("Seller") and Idaho Water Co. LLC of 1135 Valley Rd. So., Eden, Id. 83325
hereinafter ("Buyer"). The buyer, Del Kohtz 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 the end buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby
contract and agree to sell and convey to the Buyers and the Buyer does hereby agree
to buy from the Sellers portions of Idaho Water Right #'s 29- 13885, 29- 13886
29- 13887, 29- 13888, 29- 13889, 29- 13890 and the water appurtenant
thereto, for \$ /acre foot or \$ per acre of water. There are 145 acres of ^{DK} 150 acres of
water in this agreement. **No land is included in this agreement.**

2. The total purchase price shall be \$. The entire
purchase price shall be paid on the closing dates described in paragraph 4 below. A
non-refundable earnest money payment of \$ shall be paid at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and
subject to IDWR finding that the Water Right is valid and transferable. If the Water
Right is invalid or non-transferable, this Agreement shall become null and void.

RECEIVED

APR 11 2013

Department of Water Resources
Eastern Region

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 1

78626

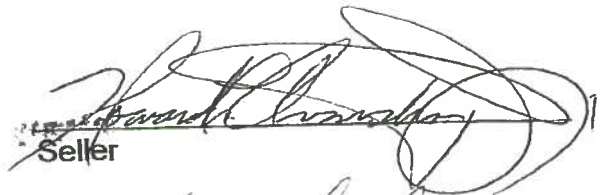
4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for and Seller issues a Special Water Rights Deed to Buyer when payment is made by Buyer. If Buyer so chooses this contract may be closed in portions with payment made as the transfers are finished. The Water Rights shall remain in the name of Seller until they are paid for. The remaining Water Rights shall remain the property of the Seller until they are paid for and so forth until the entire Water Rights are sold.

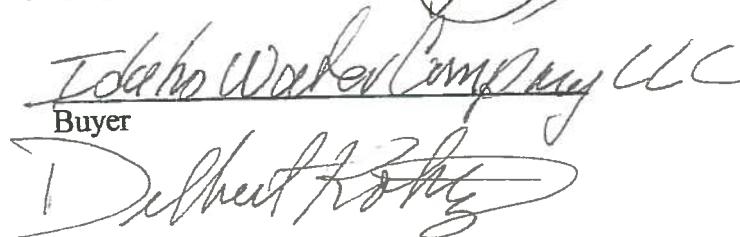
5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

6. Seller understands Buyer is transferring the water to another property.

7. Signing this contract by seller allows buyer to research all FSA, IDWR and Bannock County records pertaining to the Water Rights. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

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


Seller


Buyer

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS
("Agreement") is made and entered into this 8 day of January, 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 all or portions of decreed water rights designated as Water Right Nos. 29-13885, 29-13886, 29-13887, 29-13888, 29-13889 and 29-13890 ("Water Rights") in the records of the Idaho Department of Water Resources ("Department") authorizing diversion of ground water for irrigation.

C. Buyer wishes to purchase 660 acre-feet of water authorized for diversion and irrigation of 165 acres under the 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 all of water rights 29-13885, 29-13887 and 29-13889 appurtenant to 27 acres authorizing diversion for irrigation of up to 108 acre-feet per annum and those portions of water rights 29-13886, 29-13888 and 29-13890 appurtenant to 138 acres authorizing diversion for irrigation of up to 552 acre-feet per annum (the "Water Rights").

2. **Purchase and Sale.** Subject to the terms, conditions and contingencies contained herein, Seller agrees to exercise its Options 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 _____
("Purchase Price"), which is based on a unit
value of _____ 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 _____
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 _____
("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 value of _____ 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 or for other reasons, 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 660 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

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 Options 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 Options, Buyer agrees that Seller may have thirty days after the Department's determination in which to identify other water rights of equal or earlier priority and equal source to substitute for the Water Rights 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 Rights to Seller.

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 Right.

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 Right. Buyer understands that all mitigation rights provided by Seller and all reach credits that may be accrued by this 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.

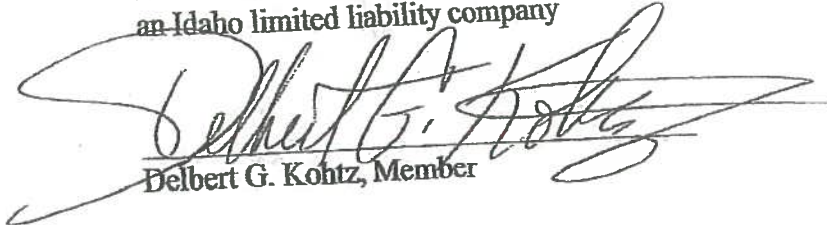
18. **Notices.** All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.

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

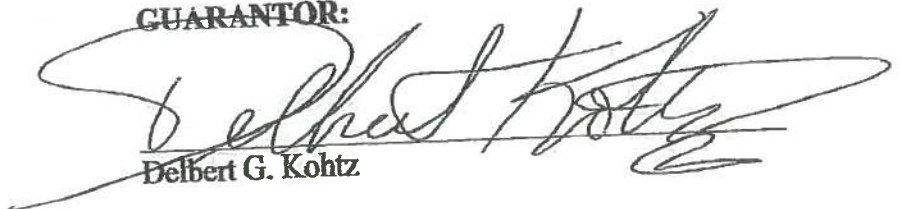

Delbert G. Kohtz, Member

BUYER:

City of Chubbuck, an Idaho municipal corporation


Steven England, Mayor

GUARANTOR:


Delbert G. Kohtz

TO WHOM IT MAY CONCERN:

RYAN HANCOCK, whose address is: 13242 W. Trail Creek Rd., Pocatello, Idaho, 83204 is the owner of certain real property in Sections 28 and 33 of Township 6 South, Range 34 East of the Boise Meridian, Bannock County, Idaho, as duly recorded in the records of Bannock County, Idaho.

He states that he has no interest in any real properties owned by the **HOWARD L. and MARILYN H. ARMSTRONG, TRUST**; nor does he claim any interest in water rights attributable to lands owned by the said Trust and in particular water rights numbered as 29-13885, 29-13887 and 29-13889, as issued by the STATE OF IDAHO- DEPARTMENT OF WATER RESOURCES;

DATED AND SIGNED THIS: 24 day of April 2013


Ryan Hancock

STATE OF IDAHO }
County of Bannock }

On this 24 day of April 2013 , before me, the undersigned Notary Public in and for said county and State, appeared RYAN HANCOCK, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


NOTARY PUBLIC-Pocatello, Idaho
My Commission expires 4-19-2015



78626

Application for Transfer of Water Rights Attachment #5

- Calculated Centroid of Proposed Diversions (1 p.)
- ESPA Transfer Spreadsheet Analysis (3 p.)

Metal Tag Number	Twp	Rge	Sec	1/4	1/4	1/4	1/4	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	Total	AVERAGE	North Weight	East Weight	
							Northing [m]	Easting [m]											[afa]			
E0007396	05S	34E	34	SE	NW	SW	1305479.6	2624572.0	1009.3	519.9	1049.5	850.6	889.8	809.8	846.8	923.2	748.6	956.2	8603.6	860.4	11231837513.4	22580793560.8
E0007395	06S	34E	3	NW	NW	SW	1303980.3	2624467.4	0.0	0.0	215.8	411.4	500.4	634.8	898.1	744.0	0.9	664.2	4069.5	407.0	5306479439.8	10680296125.5
E0007397	06S	34E	4	SW	SE	SW	1303347.7	2623182.2	0.0	0.0	215.8	411.4	500.4	634.8	898.1	744.0	0.9	664.2	4069.5	407.0	5303986457.9	10675066357.5
E0007398	06S	34E	10		SW	SW	1301913.7	2624415.3	0.0	901.3	298.2	620.1	482.6	570.4	644.4	683.8	723.5	1057.8	5982.0	598.2	7787982418.4	15699121343.1
E0007394	06S	34E	11	NE	NW	NW	1303344.0	2626311.4	0.0	0.0	441.7	455.8	503.3	417.7	468.1	376.5	9.3	0.1	2672.5	267.2	3483121619.4	7018685820.8
CENTROID	06S	34E	3	SW	NW	SW	1303829.9	2624478.7	1009.3	1421.2	2220.9	2749.3	2876.5	3067.4	3755.5	3471.5	1483.1	3342.5	25397.0	2539.7	33113407448.9	66653963207.6

78626

Calculated Centroid

1303829.9 2624478.7 ESPA Cell 96,122

Table 1: City of Chubbuck
Calculated Centroid of Diversions

Application for Transfer of Water Right

Attachment #5: ESPA Transfer Spreadsheet Analysis

TRANSFER NO:
TRANSFER NAME: Idaho Water Co. (Armstrong-Chubbuck)

PREPARED BY: Jason C. Helms, P.E.

DATE: 5/24/2013

Transfer Tool Version: Version 3.1

WATER RIGHTS INVOLVED:

Group 1 Transfer Rights		Group 2 Additional Mitigation Rights	
Right No.	Priority Date	Right No.	Priority Date
29-13885	12/31/1974		
29-13887	6/20/1961		
29-13889	10/26/1966		
29-14054	12/31/1974		
29-14055	6/20/1961		
29-14056	10/26/1966		

HISTORIC BENEFICIAL USE:

Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (af/yr)	Total (af/yr)
29-13885	21.9	87.6	87.6
29-13887	1.2	4.7	4.7
29-13889	0.8	3.4	3.4
29-14054	122.9	491.4	491.4
29-14055	6.6	26.3	26.3
29-14056	4.8	19.0	19.0
TOTAL:	158.1	632.4	632.4

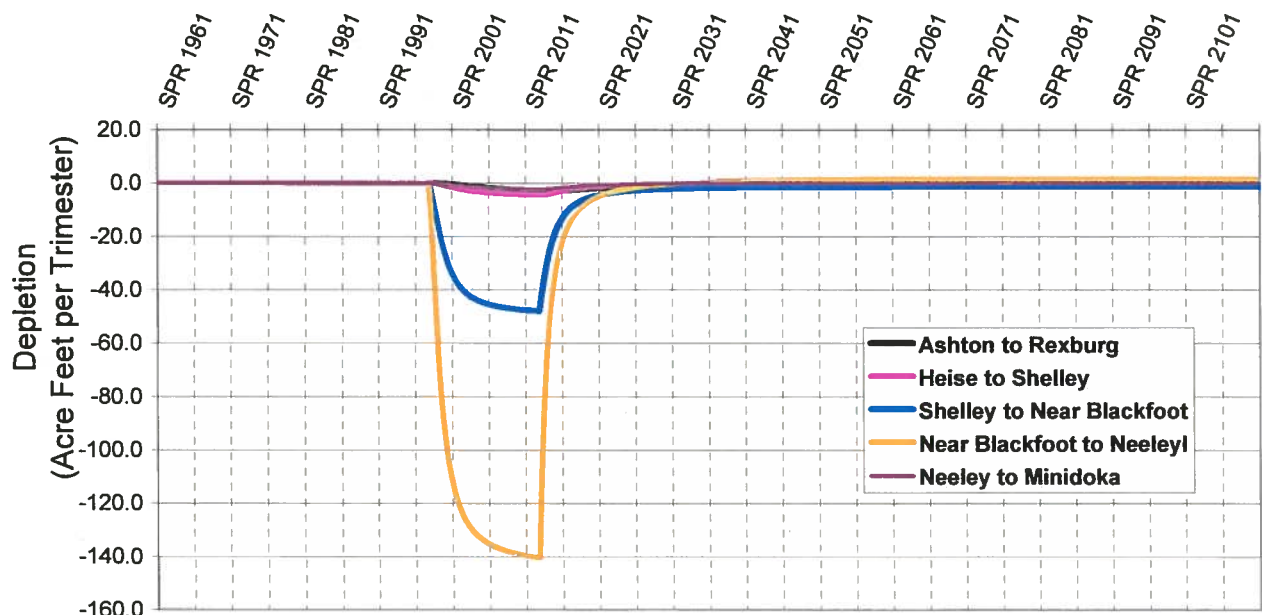
MODEL CELL LOCATIONS:

	TO WELL	ROM1 WELL	ROM2 WELL	FROM3 WELL
ROW	96	99	0	0
COLUMN	122	120	0	0

6S34E-3 6S34E-33

	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	1961	Winter	2012	0.0	0.0	0.0	No diversion prior to transfer.
	Spring	2013	Winter	2110	632.4	210.8	158.1	Full diversion at new POD as early as Spring, 2013
FROM1 Well (With Transfer)	Summer	1961	Winter	1966	31.0	10.3	7.7	29-13887, 14055 use begins
	Spring	1967	Winter	1974	53.4	17.8	13.3	Add 29-13889, 29-14056
	Spring	1975	Winter	1997	632.4	210.8	158.1	Add 29-13885, 29-14054
	Spring	1998	Winter	2012	0	0.0	0.0	CRP begin 10/1/1997, use ceases
	Spring	2013	Winter	2110	0	0.0	0.0	Transfer & non-use at this POD
FROM1 Well (Without Transfer)	Summer	1961	Winter	1966	31.0	10.3	7.7	29-13887, 14055 use begins
	Spring	1967	Winter	1974	53.4	17.8	13.3	Add 29-13889, 29-14056
	Spring	1975	Winter	1997	632.4	210.8	158.1	Add 29-13885, 29-14054
	Spring	1998	Winter	2012	632.4	210.8	158.1	Authorized diversion during CRP
	Spring	2013	Winter	2110	632.4	210.8	158.1	Use continues without transfer

Net Transfer Effect Above Milner (Total Effect With Transfer - Total Effect Without Transfer)



Customer Name: Armstrong-Chubbuck

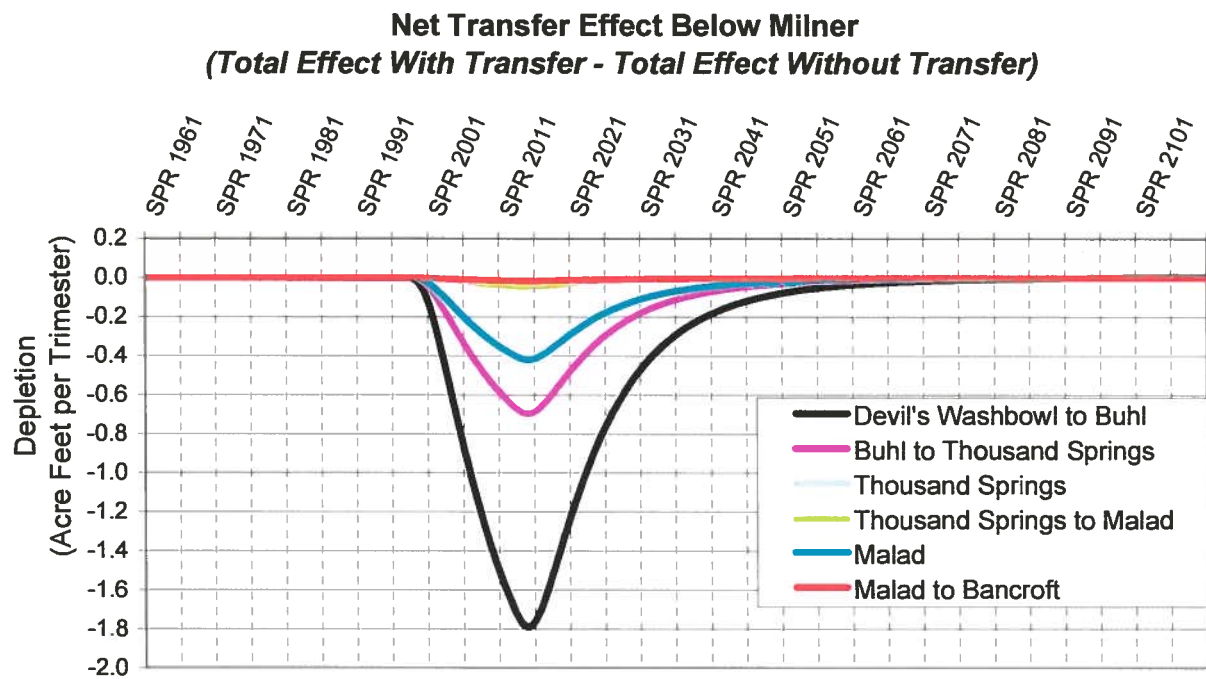
Transfer No: 29-13885, et. al.

5/24/2013

Version 3.1

Idaho Water Company & City of Chubbuck
ESPA Water Right Transfer Impact Analysis

ENHANCED GROUND-WATER RIGHTS TRANS							
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE						IDAHO DEP.	
Cells this color are set up for user entries							
ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTO YEAR 1961 SEASON SPRING			TRANSFER NO: 29-13885, et. al. TRANSFER NAME: Armstrong-Chub				
ENTER CELL LOCATIONS:							
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL			
ROW	96	99			29-13885, 14054	12/31/1974	579.0
COLUMN	122	120			29-13887, 14055	6/20/1961	31.0
					29-13889, 14056	10/26/1966	22.4
	6S34E-3	6S34E-28				TOTAL	632.4
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM2 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM3 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	10.3	10.3	0.0	0.0	0.0	0.0
WIN 1961	0.0	10.3	10.3	0.0	0.0	0.0	0.0
SPR 1962	0.0	10.3	10.3	0.0	0.0	0.0	0.0
SUM 1962	0.0	10.3	10.3	0.0	0.0	0.0	0.0
SPR 1966	0.0	10.3	10.3	0.0	0.0	0.0	0.0
SUM 1966	0.0	10.3	10.3	0.0	0.0	0.0	0.0
WIN 1966	0.0	10.3	10.3	0.0	0.0	0.0	0.0
SPR 1967	0.0	17.8	17.8	0.0	0.0	0.0	0.0
SUM 1967	0.0	17.8	17.8	0.0	0.0	0.0	0.0
WIN 1967	0.0	17.8	17.8	0.0	0.0	0.0	0.0
SPR 1968	0.0	17.8	17.8	0.0	0.0	0.0	0.0
SPR 1974	0.0	17.8	17.8	0.0	0.0	0.0	0.0
SUM 1974	0.0	17.8	17.8	0.0	0.0	0.0	0.0
WIN 1974	0.0	17.8	17.8	0.0	0.0	0.0	0.0
SPR 1975	0.0	210.8	210.8	0.0	0.0	0.0	0.0
SUM 1975	0.0	210.8	210.8	0.0	0.0	0.0	0.0
WIN 1975	0.0	210.8	210.8	0.0	0.0	0.0	0.0
SPR 1976	0.0	210.8	210.8	0.0	0.0	0.0	0.0
SPR 1997	0.0	210.8	210.8	0.0	0.0	0.0	0.0
SUM 1997	0.0	210.8	210.8	0.0	0.0	0.0	0.0
WIN 1997	0.0	210.8	210.8	0.0	0.0	0.0	0.0
SPR 1998	0.0	0.0	210.8	0.0	0.0	0.0	0.0
SUM 1998	0.0	0.0	210.8	0.0	0.0	0.0	0.0
WIN 1998	0.0	0.0	210.8	0.0	0.0	0.0	0.0
SPR 1999	0.0	0.0	210.8	0.0	0.0	0.0	0.0
SPR 2012	0.0	0.0	210.8	0.0	0.0	0.0	0.0
SUM 2012	0.0	0.0	210.8	0.0	0.0	0.0	0.0
WIN 2012	0.0	0.0	210.8	0.0	0.0	0.0	0.0
SPR 2013	210.8	0.0	210.8	0.0	0.0	0.0	0.0
SUM 2013	210.8	0.0	210.8	0.0	0.0	0.0	0.0
WIN 2013	210.8	0.0	210.8	0.0	0.0	0.0	0.0
SPR 2014	210.8	0.0	210.8	0.0	0.0	0.0	0.0
SPR 2110	210.8	0.0	210.8	0.0	0.0	0.0	0.0
SUM 2110	210.8	0.0	210.8	0.0	0.0	0.0	0.0
WIN 2110	210.8	0.0	210.8	0.0	0.0	0.0	0.0

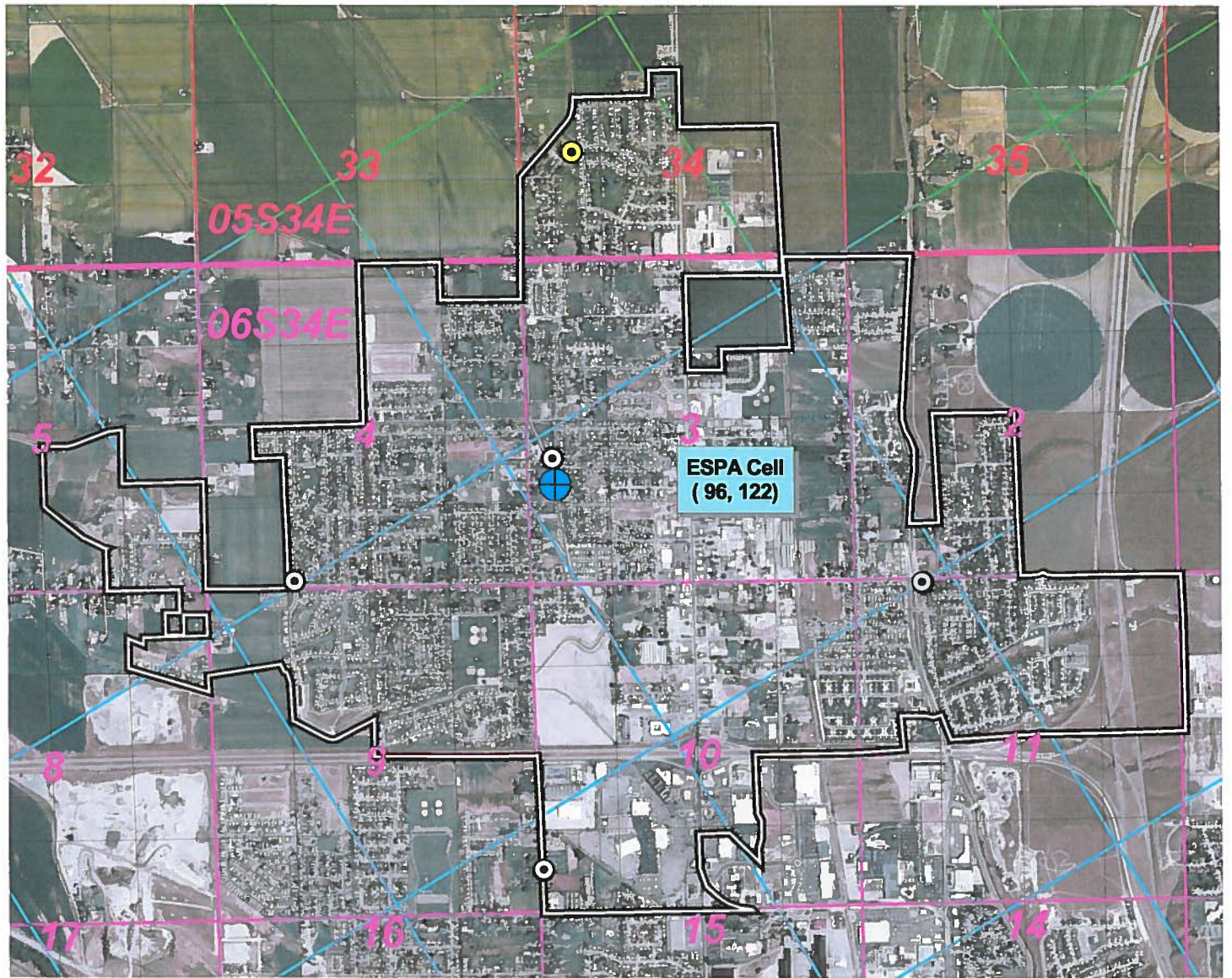


Customer Name: Armstrong-Chubbuck

Transfer No: 29-13885, et. al.

5/24/2013
Version 3.1

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

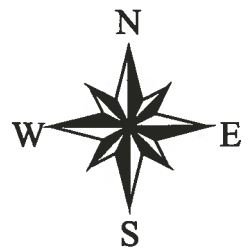


JCH - 4/22/2011

0.5 0 0.5 1 Miles
(Scale: 2 inches equals 1 mile)

2011 NAIP Aerial Photo

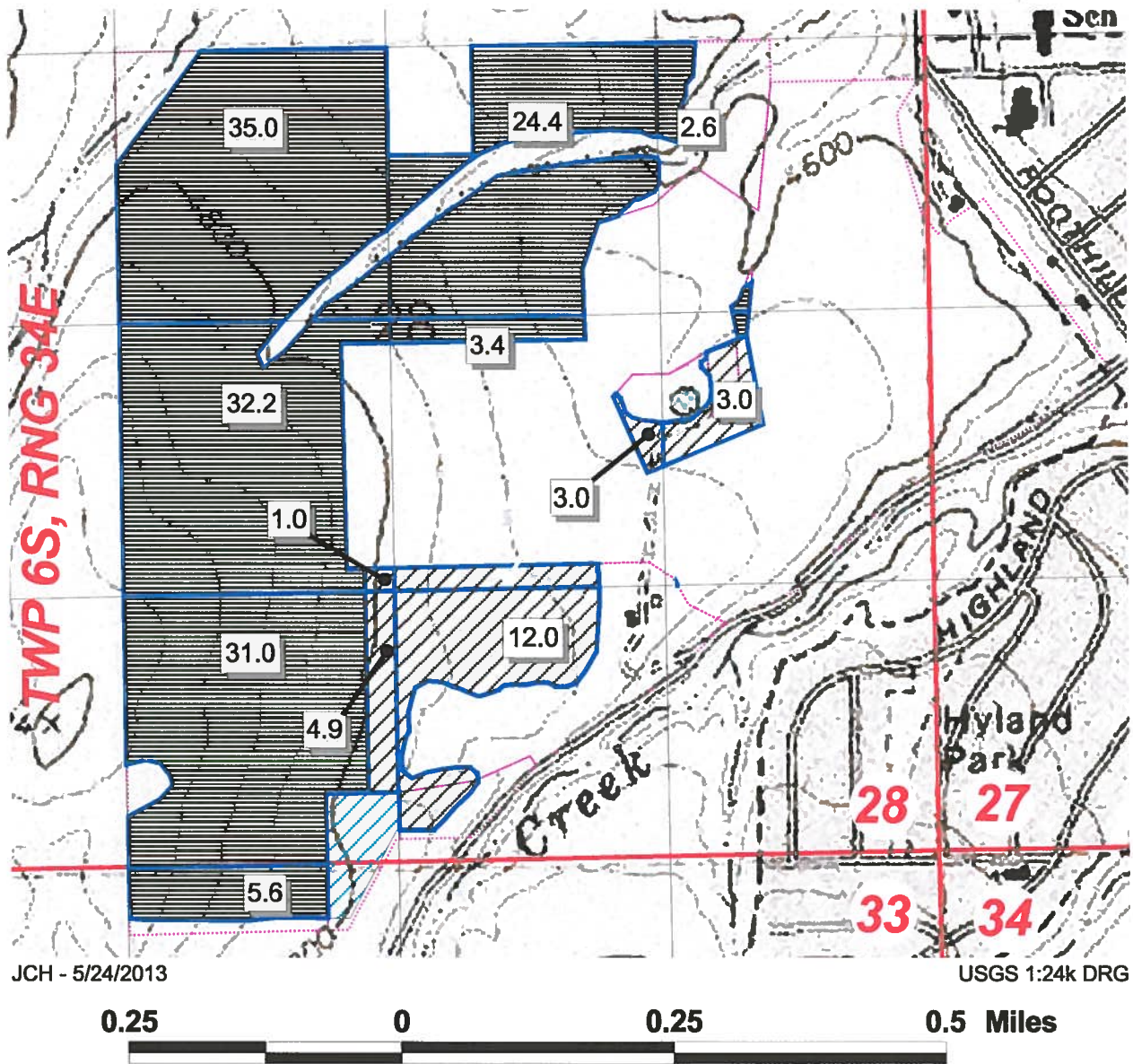
-  ESPA Model Grid
-  City of Chubbuck Existing Wells
-  Calculated Centroid of Diversions
-  City of Chubbuck Water Service Boundary
-  Townships
-  Sections



ATTACHMENT #7a

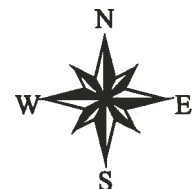
78626

Application For Transfer



Water Rights Proposed For Transfer

- 29-13885, 13887 & 13889 (dry up all)
- 29-14054, 14055 & 14056 (dry up portion)
- 29-14054, 14055 & 14056 (Remaining)
- Sections
- 40's
- Parcel Boundaries (approximate)



ATTACHMENT #7b

78626

Application for Transfer of Water Rights Attachment #9

- CRP Maps & Contracts (6 p.)

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

BANNOCK COUNTY FSA OFFICE
1551 BALDY AVE, SUITE 1
POCATELLO, ID 83201-7117
TELEPHONE #: (208)237-3435

1. ST. & CO. CODE & C/D

16 005 2

2. SIGN-UP NUMBER

15

3. CONTRACT NUMBER

509

4. ACRES FOR ENROLLMENT

101.3 91.5 28

5. FARM NUMBER

1045 1251

6. TRACT NUMBER(S)

578

8. OFFER (Select one)

STANDARD

9. CONTRACT PERIOD

FROM (M/D/Y) TO (M/D/Y)

ENVIRONMENTAL PRIORITY

10-01-97 9-30-2007

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre

\$ 32.59

12. Identification of CRP Land

B. Annual Contract Payment

\$ 3301.00

A. Tract No.

B. Field No.

C. Practice

D. Acres

E. Total C/S

C. First Year Payment

\$ NA 3128.00

578

1A

CP10 - Grass Est

50.1

47.9 28

(Item 11C applicable only to continuous signup 5-19-07 when the first year payment is prorated.)

1B

CP1 - Est Perm Grass

51.2

\$1152.00

49.6

28

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

%

B. OWNER NAME AND ADDRESS

SOCIAL SECURITY NUMBER

529 44 4559

SIGNATURE

DATE

100%

SOCIAL SECURITY NUMBER

518 34 8863

SIGNATURE

DATE

0%

SIGNATURE OF CCC REPRESENTATIVE

DATE

14. CCC USE ONLY - Payments

according to the shares are approved.

Steven R. Chandler

9-17-97

NOTE:

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

☒ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

☐ NRCS Copy

78626

not rebid in (Coke) 11/97 to 2014
Howard taking

47.9 - (Coke)
not rebid in
Howard

6
7.1
2017

9.6

7.4

to 2014
Howard
taking

8

Howard

Howard

13.1

Howard
2017

Crack

Tract 578

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

BANNOCK COUNTY FSA OFFICE
1551 BALDY AVE, SUITE 1
POCATELLO, ID 83201-7117
TELEPHONE #: (208) 237-34351. ST. & CO. CODE & C/D
16 005 22. SIGN-UP NUMBER
183. CONTRACT NUMBER
8044. ACRES FOR ENROLLMENT
56.5 57.25. FARM NUMBER
1045 12516. TRACT NUMBER(S) 24
578 5.178. OFFER (Select one)
STANDARD
ENVIRONMENTAL PRIORITY9. CONTRACT PERIOD
FROM (M/D/Y) TO (M/D/Y)
10-01-1999 09-30-2009

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre

\$ 32.50

12. Identification of CRP Land

B. Annual Contract Payment

\$ 1856.00

A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
578	3 1A	CP1 - Est Perm Grass	28.5	27.4 2009
	5 1B	CP1 - Est Perm Grass	11.7	13.1 2009
	6 2	CP1 - Est Perm Grass	8.8	7.1 2009
	7 7A	CP1 - Est Perm Grass	10.0	9.6 2009
				5.17.09

C. First Year Payment

\$ NA 5.17.09

(Item 11C applicable only to continuous signup when the first year payment is prorated.)

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS

SAME AS OWNER

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

B. OWNER NAME AND ADDRESS

HOWARD ARMSTRONG
13244 W TRAIL CREEK RD
POCATELLO, ID 83204-7006

100 %

SOCIAL SECURITY NUMBER

529 44 4559

SIGNATURE

DATE

11-17-98

C. NAME AND ADDRESS

MARILYN ARMSTRONG
13244 W TRAIL CREEK RD
POCATELLO, ID 83204-7006

0 %

SOCIAL SECURITY NUMBER

518 34 8863

SIGNATURE

DATE

11-17-98

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

DATE

8-16-99

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

☐ Original - County Office Copy☐ Owner's Copy☐ Operator's Copy☐ NRCS Copy

78626

This form is available electronically.

CRP-1 (07-23-10)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 16005	2. SIGN-UP NUMBER 43
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 10131	4. ACRES FOR ENROLLMENT 145.2
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.				5. FARM NUMBER 0001251	6. TRACT NUMBER(S) 0000578
7. COUNTY OFFICE ADDRESS (Include Zip Code): BANNOCK COUNTY FARM SERVICE AGENCY 1551 BALDY AVE POCA TELLO, ID 83201-7117				8. OFFER (Select one) GENERAL ☒ FROM: (MM-DD-YYYY) 10/01/2012 ENVIRONMENTAL PRIORITY ☐ TO: (MM-DD-YYYY) 09/30/2022	
TELEPHONE NUMBER (Include Area Code): (208)237-3435					

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$39.05	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment \$5670	A. Tract No. 0000578	B. Field No. 0001	C. Practice No. CP1	D. Acres 43.0	E. Total Estimated Cost-Share \$3655.00
C. First Year Payment	0000578	0002	CP1	49.6	\$4216.00
(Item 10C applicable only to continuous signup when the first year payment is prorated.)	0000578	0004	CP1	34.2	\$2907.00

12. PARTICIPANTS

A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): HOWARD L ARMSTRONG 13244 W TRAIL CREEK RD POCA TELLO, ID 83204-7006	(2) SHARE 100.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: <i>[Signature]</i> (MM-DD-YYYY) 9-24-12 (If more than three individuals are signing, continue on attachment.)
B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): TRAIL CREEK DEVELOPMENT LLC 814 ROCKY POINT RD POCA TELLO, ID 83204-4814	(2) SHARE 0.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: <i>[Signature]</i> (MM-DD-YYYY) 8-21-12 (If more than three individuals are signing, continue on attachment.)
C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: <i>[Signature]</i> (MM-DD-YYYY) 9/24/12 (If more than three individuals are signing, continue on attachment.)
13. CCC USE ONLY - Payments according to the shares are approved		A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature: Ben Evans]</i> (MM-DD-YYYY) 9/28/2012

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tapes etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

78626

Date Printed : 09-24-12

Continuation of Item 11 - Identification of CRP Land

A. TRACT NO.	B. FIELD NO.	C. PRACTICE NO.	D. ACRES	E. TOTAL ESTIMATED C/S	CONTRACT PERIOD (MM-DD-YYYY)	
					F. FROM	G. TO
0000578	0004	CP1	2.60	\$ 221.00		
0000578	0008	CP42	8.60	\$ 860.00		
0000578	0009	CP42	7.20	\$ 0.00		

☐ Original - County Office Copy☐ Owner's Copy☐ Operator's Copy

Conservation Plan Map

Date: 8/13/2012

Customer(s): HOWARD L ARMSTRONG

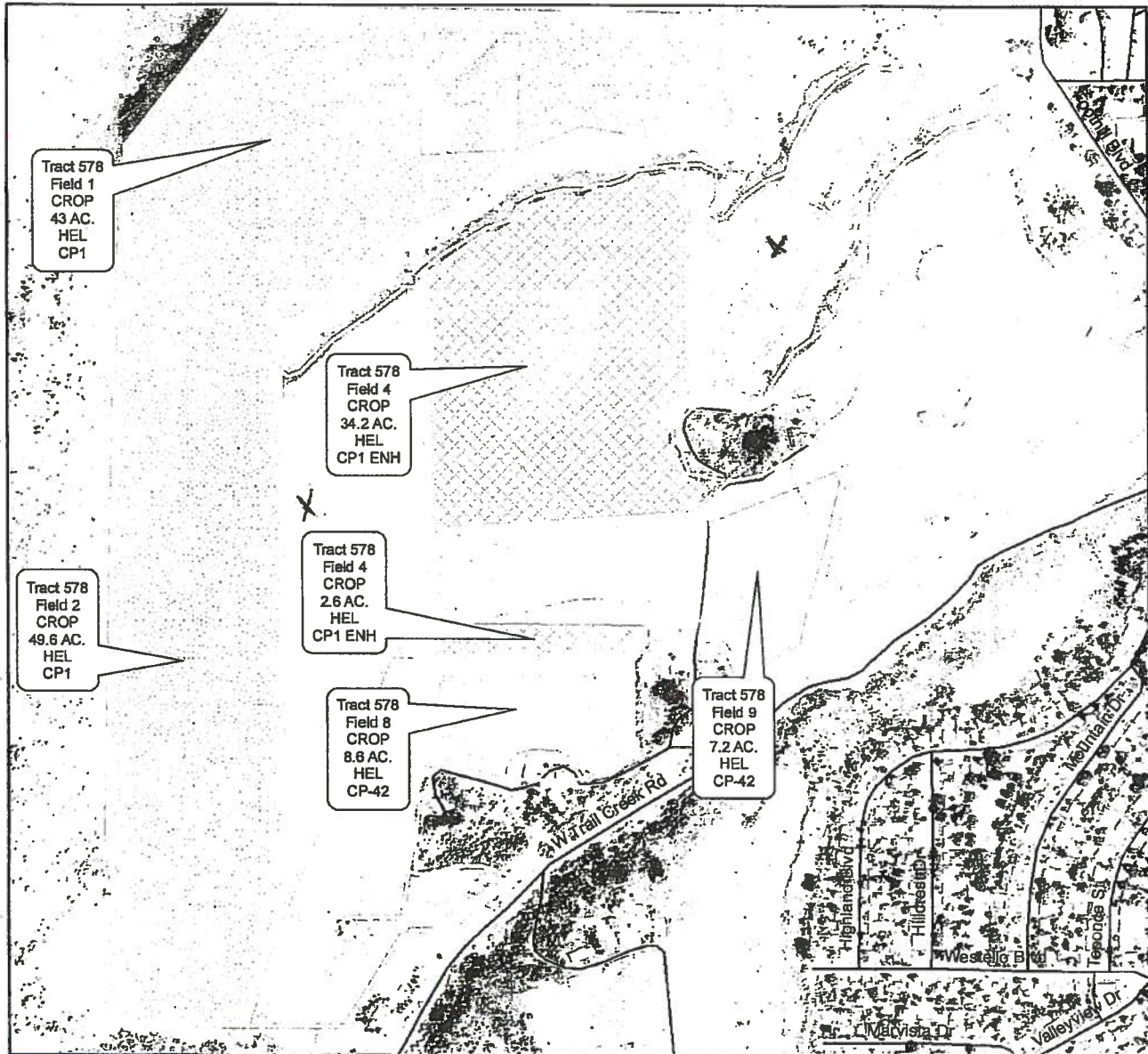
District: PORTNEUF SOIL & WATER CONSERVATION DISTRICT

Approximate Acres: 145.2

Field Office: POCATELLO SERVICE CENTER

Agency: Pheasants Forever-IDFG

Assisted By: Carl Frey



Practices (polygons)

Practice Note

 CP-42

 CP1

 CP1 ENH



Masterplan

— Roads

0 500 1,000 1,500 2,000 2,500 Feet



78626

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

78626
Idaho Water Co.
(Armstrong - Chubbuck)
1.74cfs, 632.4afa, 158.1ac

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: _____

78626