

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	22-14026	0.12 cfs	Irrigation	04/15 to 10/15	Ground Water
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	

Total Authorized under rights 0.12 cfs cfs and/or _____ ac-ft

2. Total amount of water being transferred or changed 0.12 cubic feet per second and/or _____ 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	8	4N	45E	TETON	GROUND WATER	
N			SE	NW	8	4N	45E	TETON	GROUND WATER	

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	45E	8								10									10

Total Acres (for irrigation use): 10

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

Transfer No. 78527

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

Name of Applicant Gary and Shannon SummersPhone (208) 356-7803Mailing Address 27 N 3000 E, Sugar City, ID 83448

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 RepresentativeName of Representative Rocky Mountain Environmental Associates Inc. Phone (208) 524-2353 / Fax 524-1795Mailing 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 no 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.

Gary Summers
Signature of Applicant or Authorized Representative

GARY Summers
Print Name and Title if applicable

8/2/13
Date

Shannon Summers
Signature of Applicant or Authorized Representative

Shannon Summers
Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change Point of Diversion ☐ Add diversion point(s) ☒ Change Place of use
☐ Change Nature of Use ☐ Change Period of Use ☐ Other _____
- 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 10 acres of water right to Robert Brandon Harrison to be used for irrigation of Harrison's pasture. A Water Right Sales and Purchase Agreement can be found under Attachment 9. Ownership of the transferred portion will be changed after transfer approval.

RECEIVED**APR 12 2013**Department of Water Resources
Eastern Region

78527

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: Two existing wells to connect to a mainline that will deliver water to an irrigation system.

b. Who owns the property at the point(s) of diversion? Robert Brandon Harrison

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: A water right sales contract authorizes applicant to file for this transfer on behalf of Robert Brandon Harrison. Water right ownership will be updated upon transfer approval.

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 dried up pursuant to this transfer.

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:

There are no overlapping water rights at either the existing or the proposed place of use.

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

Yes	No	
☐	☒	undergone a period of five or more consecutive years of non-use,
☐	☒	currently leased to the Water Supply Bank,
☐	☒	currently used in a mitigation plan limiting the use of water under the right, or
☐	☒	currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

WATER RIGHT NO. 22-14026

Owner Type Name and Address

Current Owner GARY SUMMERS

Current Owner SHANNON SUMMERS

27 N 3000 E

SUGAR CITY, ID 83448

(208)356-7803

Priority Date: 06/19/1961

Basis: Decreed

Status: Active

Source Tributary

GROUND WATER

Beneficial Use From To Diversion Rate Volume

IRRIGATION 04/15 10/15 2.76 CFS 683.4 AFA

Total Diversion 2.76 CFS

Location of Point(s) of Diversion:

GROUND WATER NENE Sec. 12 Township 05N Range 45E TETON County

Place of Use Legal Description: IRRIGATION TETON County

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

05N 45E 11 SWNE 37.6 SENE 40

12 NENE 35 NWNE 40

SWNW 40 SENW 35.2

Total Acres: 227.8

Conditions of Approval:

- Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for
1. T19 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.
The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water 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
 2. S37 decree is entered for this right.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
Part 3

A. PLAT MAP (See Part 3A for 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 supplemental, 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:

FOR DEPARTMENT USE ONLY

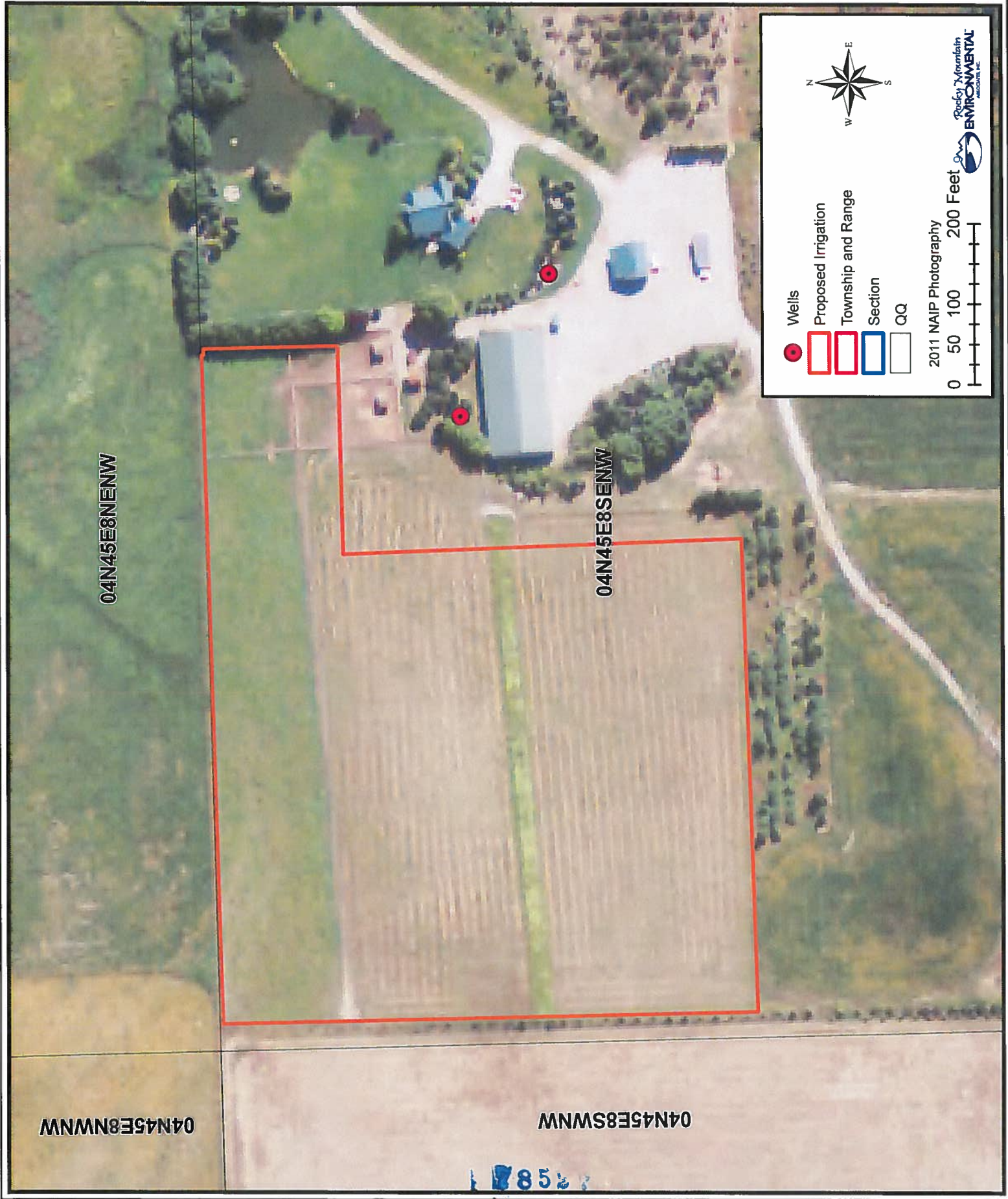
Transfer contains _____ pages and _____ attachments.
Received by _____ Date _____ Prelim. Check by _____ Date _____
Fee Paid \$200.00 Date 4/12/2013 Receipted by Km Receipt # E038602
Add'l Fee Paid _____ Date _____ Receipted by _____ Receipt # _____

18527

Application for Transfer

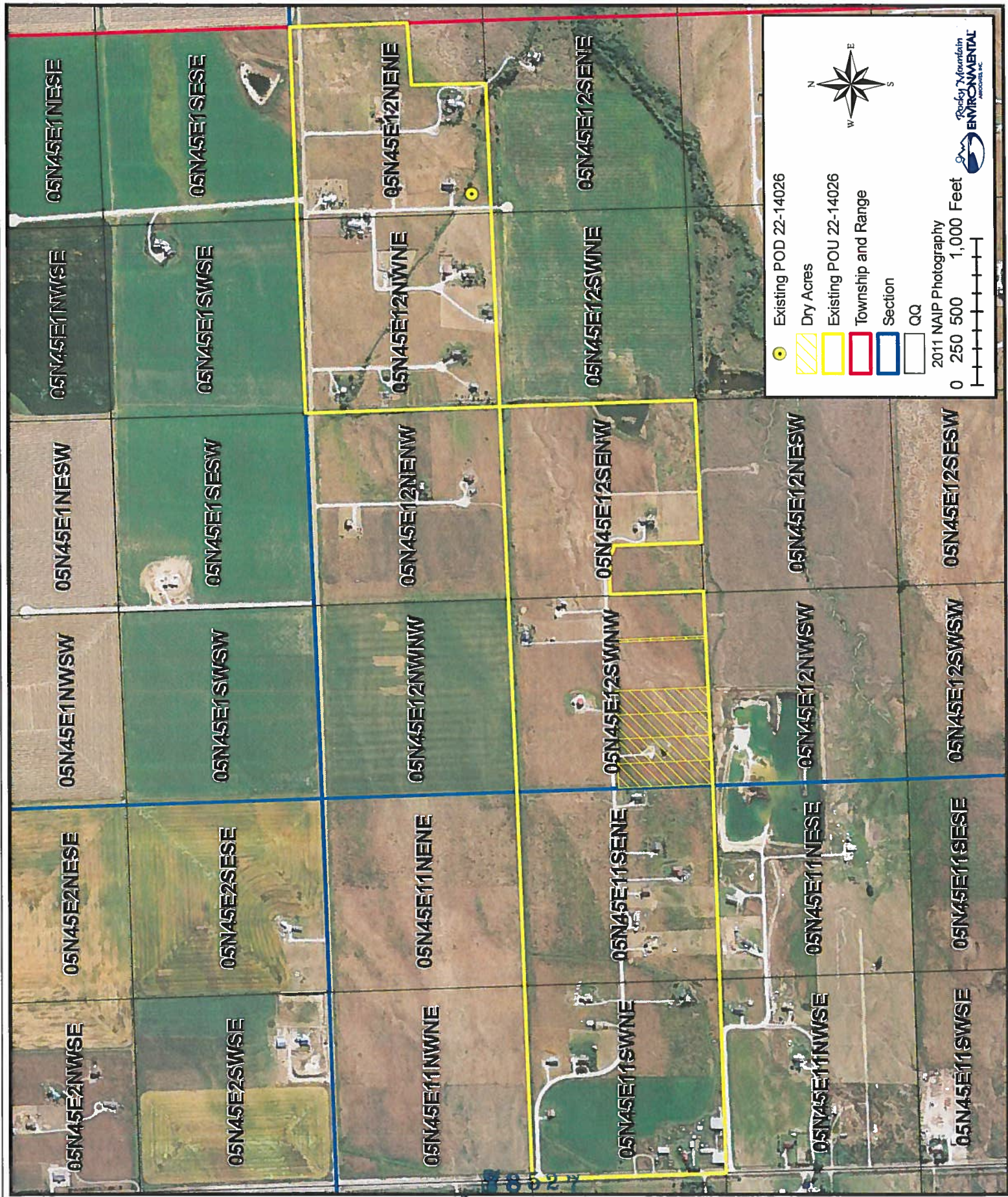
Gary and Shannon Summers

Attachment #7a



Application for Transfer
Gary and Shannon Summers

Attachment #7b



**WATER RIGHTS PURCHASE
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 25 day of March, 2013, (the "Effective Date") by and between Gary Summers and Shannon Summers, Husband and Wife, of 27 N 3000 E, Sugar City, ID 83448, hereafter "SELLER", and Robert Brandon Harrison, of P.O. Box 5726 Carefree, AZ, 85377, 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) Decreed Water Right No. 22-14026.

Source:	Ground water
Purpose:	Irrigation
Priority:	June 19, 1961
Quantity (Diversion Rate):	0.12 cfs of the total authorized 2.76 cfs
Quantity (Volume):	30 acre feet per annum
Place of Use (Acreage):	10 acres of the 227.8 authorized acres.

The above portion of Water Right No. 22-14026 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] per acre for the total sum of [REDACTED] for Ten (10.00) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:

- a. **Down Payment.** The sum of [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] 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 Gary Summers and Shannon Summers 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 22-14026 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.

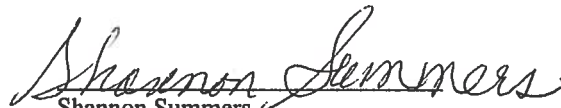
10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may

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.


Gary Summers


Shannon Summers

Robert Brandon Harrison

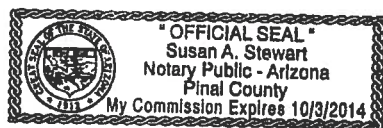
Termination Date: April 30, 2013 .

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

C:\Roger_2013\Gary Summers wr sale\Water Right Sales Agreement_Harrison.wpd:cdv

ARIZONA
 STATE OF ~~IDAHO~~)
 ss.
 County of PINAL)

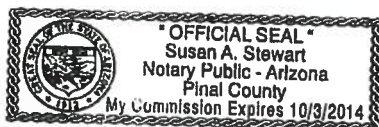
On this 25 day of March, in the year of 2013, before me,
 the undersigned, a Notary Public, personally appeared **Gary Summers**, known or identified to
 me to be the person whose name is subscribed to the within instrument and acknowledged to me
 that he executed the same.



Susan A. Stewart
 Notary Public for ~~Idaho~~ ARIZONA
 Residing at: 945 E. Queen Valley Pr.
 My Commission Expires: 10/3/2014

ARIZONA
STATE OF ~~IDAHO~~
ss.
County of PINAL)

On this 25 day of March, in the year of 2013, before me,
the undersigned, a Notary Public, personally appeared **Shannon Summers**, 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.

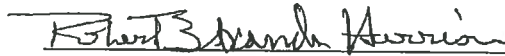


Susan A. Stewart
Notary Public for ~~Idaho~~ ARIZONA
Residing at: 945 E. Queen Valley Dr.
My Commission Expires: 10/3/2014

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

Gary Summers

Shannon Summers


Robert Brandon Harrison

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.

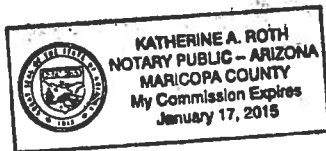
C:\Roger_2013\Gary Summers wr sale\Water Right Sales Agreement_Harrison.wpd:rlv

STATE OF ARIZONA)

ss.

County of Maricopa

On this 27 day of March, in the year of 2013, before me,
the undersigned, a Notary Public, personally appeared **Robert Brandon Harrison**, 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.



Katherine A. Roth
Notary Public for Arizona
Residing at: Scottsdale Ariz
My Commission Expires: 1-17-2015

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

Instrument # 222278

TETON COUNTY, IDAHO

6-26-2012 01:39:00 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY CHTD

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

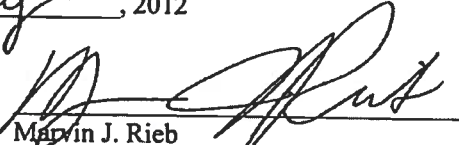
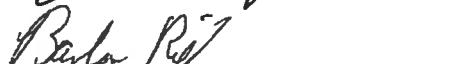
FOR VALUE RECEIVED, Marvin J. Rieb and Barbara Rieb, husband and wife, of 425 Marjaco, Idaho Falls, ID 83401, hereinafter called "Grantors"; do hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, and by these presents do grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantors' interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands this day.

DATED this 10 day of May, 2012


Marvin J. Rieb

Barbara Rieb

Instrument # 222532

TETON COUNTY, IDAHO

8-12-2012 01:10:22 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY CHTD

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

GRANT DEED

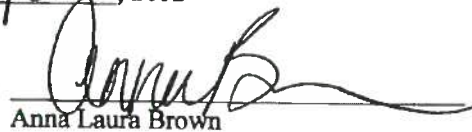
FOR VALUE RECEIVED, Anna Laura Brown, of 255 Butler Lane, Driggs, ID 83422, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

DATED this 6 day of May, 2012


Anna Laura Brown

STATE OF WY)
)
County of Teton)
)
ss.

On this 6th day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Anna Laura Brown**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Keith Coleman
Notary Public for
Residing at: Teton County, WY
My Commission Expires: 6/9/2012

Instrument # 223593

TETON COUNTY, IDAHO

8-22-2012 01:46:06 No. of Pages: 2

Recorded for : ROGBY ANDRUS & RIGBY CHTD

MARY LOU HANSEN

Fee: 10.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: DEED, GRANT

GRANT DEED

FOR VALUE RECEIVED, Isis Asya Summers Irrevocable Trust, of 2499 N. White Bird, Meridian, ID 83642, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set her hand and seal this day.

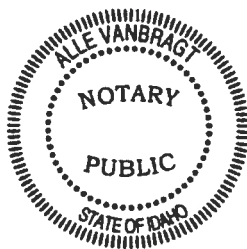
DATED this 16 day of Aug., 2012

Cora H. Summers
 Isis Asya Summers Irrevocable Trust
 By: *Cora H. Summers (Trustee)*

Acknowledgment by Trustee

Idaho
 STATE OF IDHAO)
 ss.
 County of Ada)

On this 16th day of August, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Lora L. Summers, known to me to be person whose name is subscribed to the within instrument as the Trustee of the Isis Asya Summers Irrevocable Trust, and acknowledged to me that she executed the same as such Trustee.



Ale Vanbragt
 Notary Public for Idaho
 Residing at: Meridian
 My Commission expires: 2/22/2013

Instrument # 224322

TETON COUNTY, IDAHO

10-3-2012 01:01:29 No. of Pages: 2

Recorded for : RIGBY ANDRUS & RIGBY

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED, GRANT

Fee: \$13.00

GRANT DEED

FOR VALUE RECEIVED, Kim D. Summers, a single person, of 355 North 3000 East, Sugar City, Idaho 83448, hereinafter called "Grantor"; does hereby grant and convey, to Gary Summers and Shannon Summers, husband and wife, of 27 N 3000 E, Sugar City, ID 83448, hereinafter called "Grantees".

WITNESSETH, that the Grantor, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantees, and to Grantees' successors and assigns forever, the following described water property right, to-wit:

Any and all Grantor's interest in Water Right No. 22-14026 (together with its parent right numbers 22-12527 & 22-2208) attributed to Four Peaks Estates, located within the NE1/4 of Section 11 and the N1/2 of Section 12, Twp. 5 N., Rge. 45 E.B.M., Teton County, Idaho.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal this day.

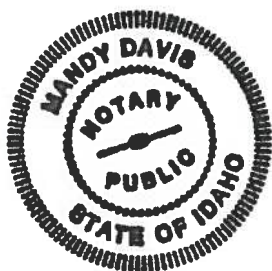
DATED this 2nd day of October, 2012


Kim D. Summers

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

On this 2nd day of Oct., 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kim D. Summers**, known to me to be the person 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 in this certificate first above written.



Mandy Davis
 Notary Public for Idaho
 Residing at: 57 Anthony
 My Commission Expires: 6/24/17

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

RECEIVED**APR 12 2013**Department of Water Resources
Eastern Region

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: Water Rights Purchase and Sale Agreement and Water Right Grant Deeds