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RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 78143

AUG 29 2012

Department of Water Resources
Eastern Region**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of Applicant Western Frontier LTD., Co. c/o Terri PritchettPhone 208-588-2963Mailing Address 5395 Old Chilly RD, Mackay, ID 83251Email pricon@atcnet.net

- ☐ 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**. ***APPLICANT IS THE IDWR OWNER OF RECORD OF WATER RIGHT - SEE CHAIN OF TITLE ATTACHMENT #9.a**
- ** ☐ 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**. ****SEE PURCHASE-SALE AGREEMENT ATTACHMENT #9.b**
- ☐ 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 Keith C. Wilson c/o Rocky Mountain Environmental Associates Inc. Phone (208) 524-2353 / Fax 524-1795Mailing address 482 Constitution Way, Ste 303, Idaho Falls, ID 83402 Email kwilson@rockymountainenvironmental.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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


Signature of Applicant or Authorized Representative

TERRI L. PRITCHETT -
MEMBER/REGISTERED AGENT
Print Name and Title if applicable

8-8-12
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change Point of Diversion ☐ Add diversion point(s) ☒ Change Place of use
☐ Change Nature of Use ☐ Change Period of Use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**:

Applicant proposes to transfer a 5 acre portion (0.05 cfs) of 34-14327 to land owned by Jeanie & Ross Lenroot (See Attachment # 9.b - Purchase & Sale Agreement Part 1.B.5.b). The 5 acre portion of water right 34-14327 does not include land. (See Chain of Title Attachment #9.a.)

Note: Three additional Transfers are to be filed at the same time for the remainder of this water right.

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RECEIVED**SEP 18 2012**Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**78143****APPLICATION FOR TRANSFER OF WATER RIGHT**
PART 1 Continued**B. DESCRIPTION OF RIGHT(S) AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.**

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part					
☐ ☒	34-14327	0.05 cfs	Irrigation	04/01 to 10/31	Ground Water
☐ ☐	34-14372			to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
Total Authorized under rights <u>0.05</u> cfs and/or _____ ac-ft					

2. Total amount of water being transferred or changed 0.05 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 Point of Diversion is outside ESPA Model Grid

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local Name or tag #
Yes			SW	NW	5	8N	22E	Custer	Ground Water	5880 & 5884 White Horse
										Aka: Lots 4 & 5 White Horse Estate Amended Subdivision

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	
8N	22E	5							5										5.0

Total Acres (for irrigation use): 5.0Five acres of irrigation within the 12.37 acres of Lots 4 & 5, White Horse Estate Amended Subdivision.**78143**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
	All or Part				
☐	☒ 34-14327	0.05 cfs	Irrigation	04/01 to 10/31	Ground Water
☐	☐			to	
☐	☐			to	
☐	☐			to	
☐	☐			to	
☐	☐			to	
☐	☐			to	
☐	☐			to	

Total Authorized under rights 0.05 cfs and/or _____ ac-ft

2. Total amount of water being transferred or changed 0.05 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).
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New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local Name or tag #
Yes			SW	NW	5	8N	22E	Custer	Ground Water	5880 & 5884 White Horse
										Aka: Lots 4 & 5 White Horse Estate Amended Subdivision

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	
8N	22E	5			5														5.0

Total Acres (for irrigation use): 5.0

Five acres of irrigation within the 12.37 acres of Lots 4 & 5, White Horse Estate Amended Subdivision.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

Part 1.B DESCRIPTION OF RIGHT(S) AFTER THE REQUESTED CHANGES.

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: Well pump mainline to irrigation system. A valve in the mainline and/or a lockable electrical panel could be used as a lockable controlling works.

- b. Who owns the property at the point(s) of diversion? Jeanie & Ross Lenroot

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: See Attachment # 9.b – Purchase & Sale Agreement – Part 1.B.5.b

- 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:

Land will no longer be irrigated. Five (5) acres of water right 34-14327 were sold to John Glassburn. Mr. Glassburn did not want to pay IDWR fees to change the ownership or file a transfer to change the point of diversion. Mr. Glassburn quit claimed these 5 acres of water right to Steve & Terri Prichett. The 5 acre portion of water right 34-14327 is only the water associated with the water right and does not include land.

(See Chain of Title - Attachment # 9.a)

- 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:

No other water rights are appurtenant to the Original Place of Use or the New 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, **SEE ATTACHMENT # 9.c (PART 1.B.5.f)****
☐ ☒ 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?

**** SEE ATTACHMENT # 9.c (PART 1.B.5.f) – AFFIDAVIT OF BENEFICIAL USE OF A 5 ACRE PORTION OF PARENT RIGHT 34-14107 (34-14327).**

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

A. DESCRIPTION OF RIGHT(S) AS RECORDEDWATER RIGHT NO. **34-14327**

Water Right Report

4/9/2012

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WESTERN FRONTIER LTD
	C/O TERRI PRITCHETT, 5395 OLD CHILLY RD, MACKAY, ID 83251

Priority Date: 09/05/1961

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.18 CFS	59.5 AFA
Total Diversion			0.18 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWSESE	Sec. 18	Township 06N	Range 26E	CUSTER County
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IRRIGATION Use: Acre Limit: 17

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	26E	18		SESE	17									

Total Acres: 17 IRRIGATION Use: Acre Limit: 17

Conditions of Approval:

1.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2.	R63	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
3.	01M	After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
4.	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.
5.	T07	The right holder shall accomplish the change authorized by this transfer within one 1 year of the date of this approval.
6.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Decreed Date: 07/10/2002

Water District Number: 34

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

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APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2B

☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Only a 5 acre portion of:

Right Number: 34-14327

- [illegible]

[illegible]

Total Acres (for irrigation use)	5.0
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APPLICATION FOR TRANSFER OF WATER RIGHT

Part 3

☒ 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.

☐ 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**.

☐ 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:

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.

Transfer contains _____ pages and _____ attachments.	
Received by _____	Date _____ Prelim. Check by <u>Km</u> Date <u>9-17-2012</u>
Fee Paid <u>200.00</u>	Date <u>9-7-2012</u> Received by <u>Km</u> Receipt # <u>E037985</u>
Add'l Fee Paid _____	Date _____ Received by _____ Receipt # _____

TRANSFER NO: 0

TRANSFER NAME: Pritchett-Lenroot

PREPARED BY: Keith C. Wilson - Rocky Mountain Environmental

DATE: 6/28/2012

Transfer Tool Version 3.1

WATER RIGHTS INVOLVED:

Group 1		Group 2	
Transfer Rights	Additional Mitigation Rights		
Right No.	Priority Date	Right No.	Priority Date
34-14327	9/5/1961		

HISTORIC BENEFICIAL USE:

Trans/Mit. Rights (group no.)	Acres to Dry Up (ac)	Beneficial Use (afa/yr)	Total (af/yr)
34-14327	5	3.5	17.5

MODEL CELL LOCATIONS:

	TO WELL	FROM1 WELL	FROM2 WELL	FROM3 WELL
ROW	5	17	0	0
COLUMN	106	114	0	0

This transfer proposes to move the original Point of Diversion that is located within the ESPA Boundary to a new Point of Diversion that is ≈ 13 + miles outside the ESPA Grid Boundary.

Original POD (R17, C114)

Closest ESPA Model Grid to new POD (R05, C106)

TO Well (Projected Use)	Start Date		End Date		Water Use		Acres Authorized (acres)	Notes
	Season	Year	Season	Year	Annual (af/yr)	Trimester (af/trimester)		
FROM1 Well (With Transfer)	Spring	2012	Spring	2111	17.5	8.8	5.0	Volume/Trimester Spring & Summer Vol/Tr1 = 17.5 afa/2 = 8.75 ac-ft/tr1
	Summer Spring	1961 2012	Winter Spring	2011 2110	17.5 0	8.8 0.0	5.0 0.0	
FROM1 Well (Without Transfer)	Summer	1961	Spring	2111	17.5	8.8	5.0	

ENHANCED GROUND-WATER R

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTIT

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

YEAR

1961

TRANSFER NAME:

SEASON

SUMMER

Pritchett-Lenroot

ENTER CELL LOCATIONS:

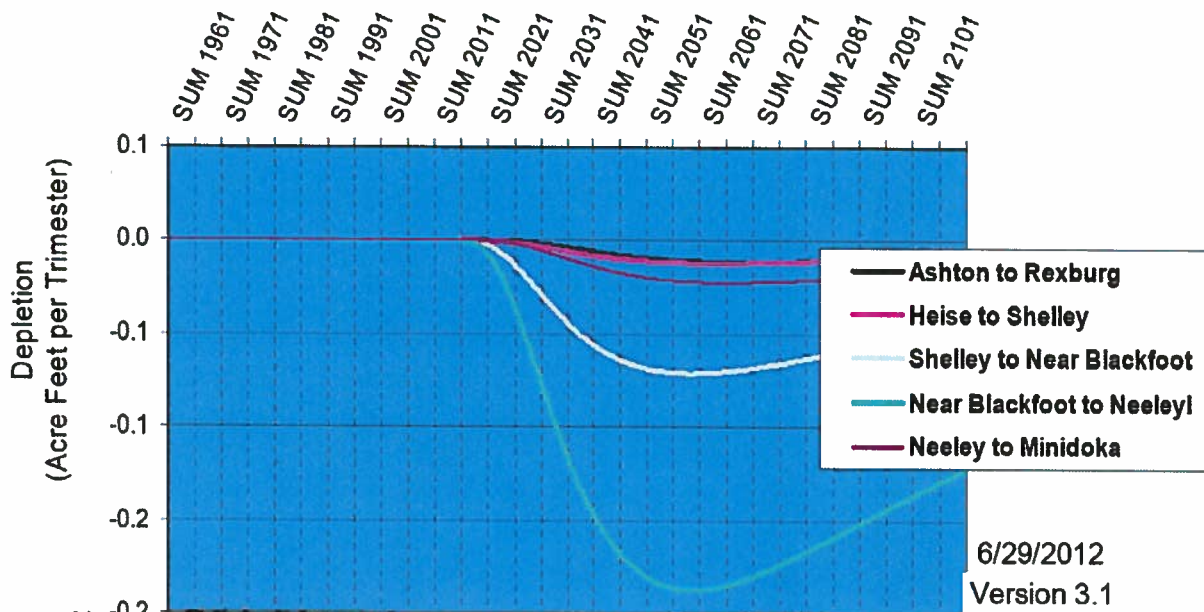
	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	5	17	0	0
COLUMN	106	114	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1961	0	9	9	0	0
WIN 1961	0	0	0	0	0
SPR 1962	0	9	9	0	0
SUM 1962	0	9	9	8.75	0
WIN 1962	0	0	0	8.75	0
				0.00	0

SPR 2011	0	9	9	0	0
SUM 2011	0	9	9	0	0
WIN 2011	0	0	0	0	0
SPR 2012	9	0	9	0	0
SUM 2012	9	0	9	0	0
WIN 2012	0	0	0	0	0

SPR 2109	9	0	9	0	0
SUM 2109	9	0	9	0	0
WIN 2109	0	0	0	0	0
SPR 2110	9	0	9	0	0
SUM 2110	9	0	9	0	0
WIN 2110	0	0	0	0	0
SPR 2111	9	0	9	0	0

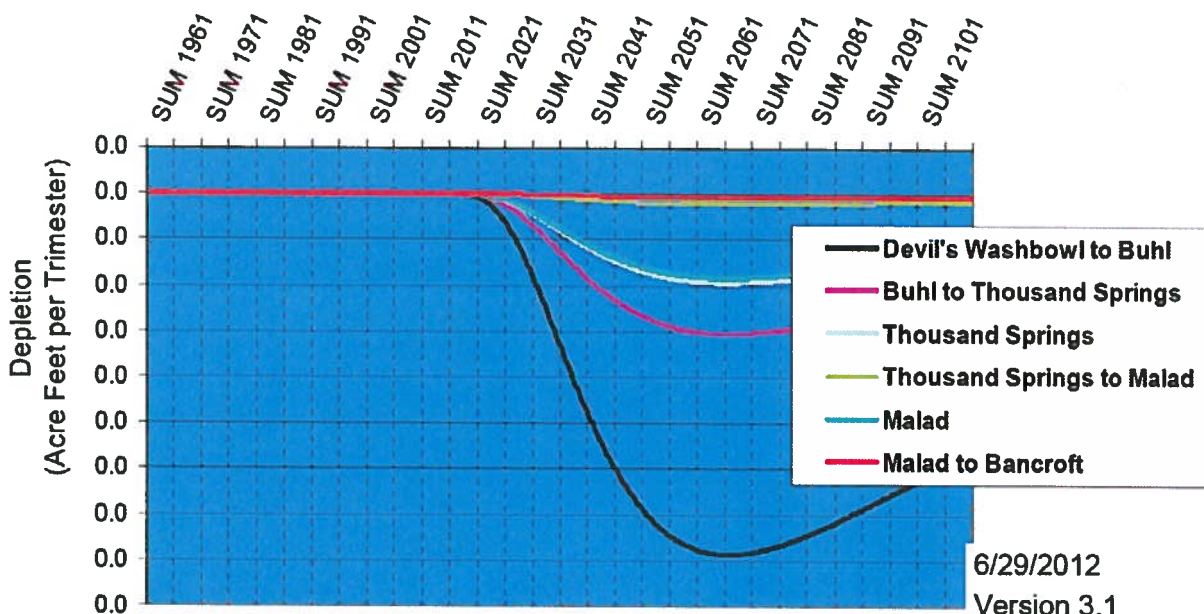
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



Customer Name: Pritchett-Lenroot

Transfer No:

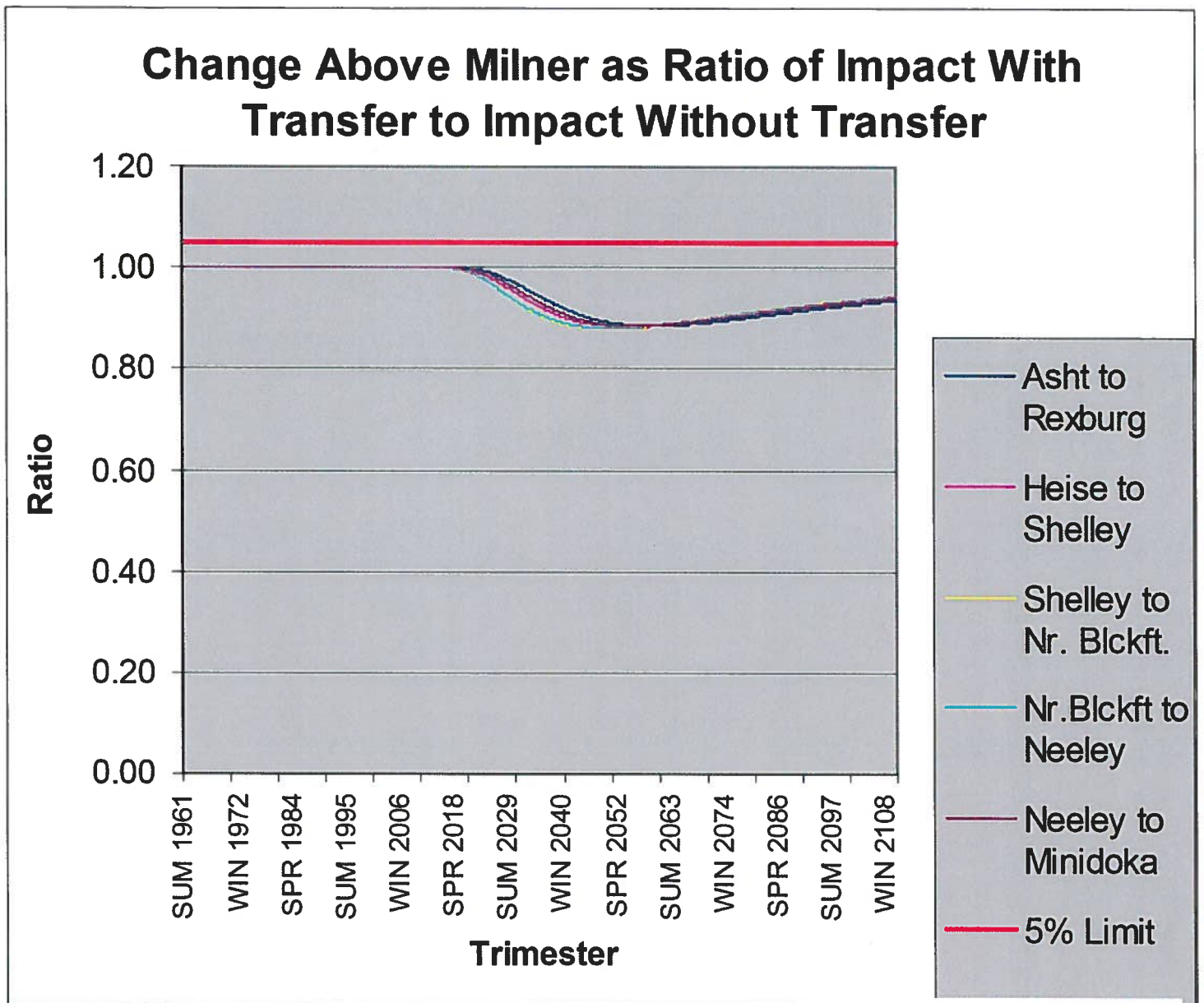
Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)

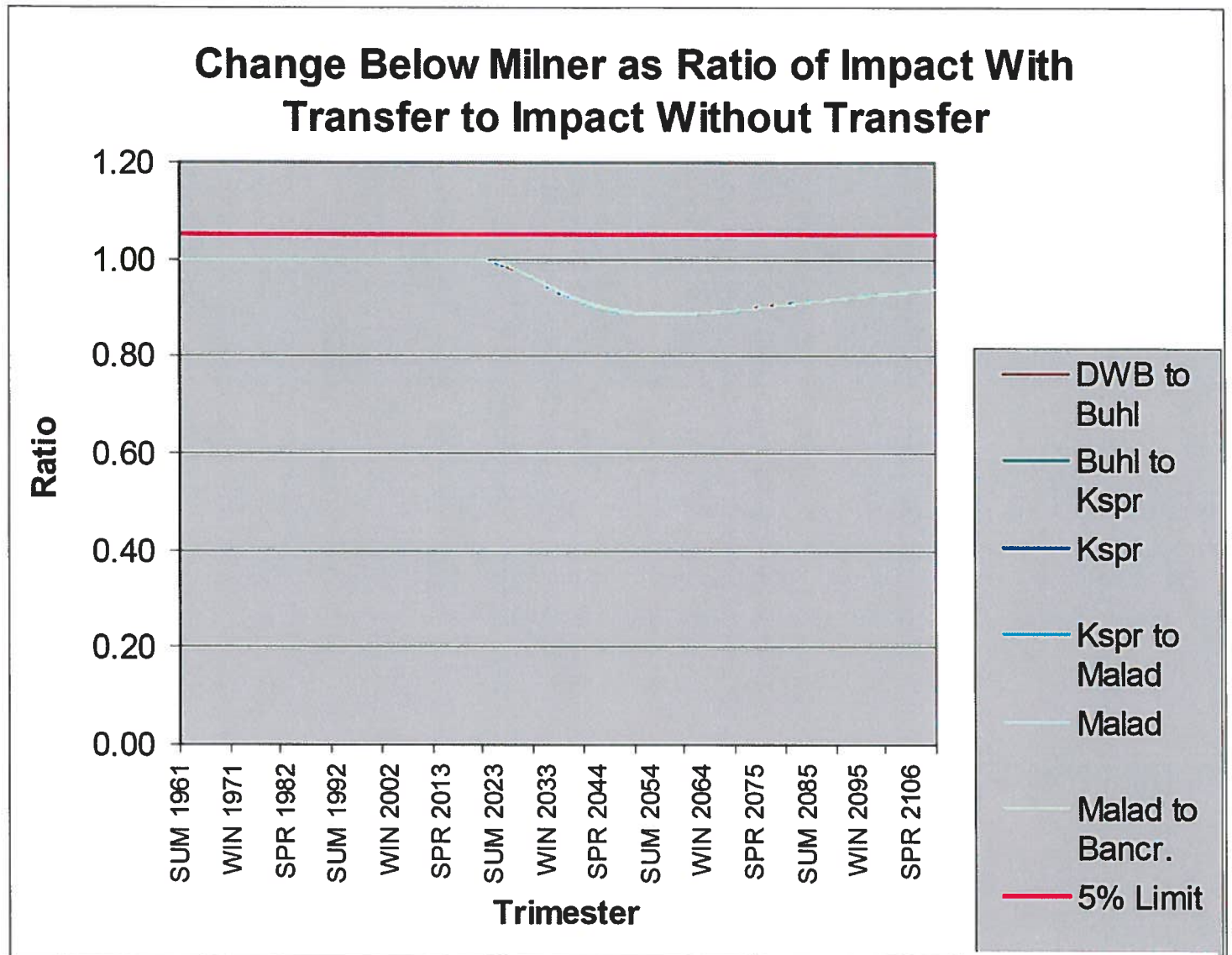


Customer Name: Pritchett-Lenroot

Transfer No:

Change Ratio Graphs





Change Ratio Data

period	Asht to Rexburg	Heise to Shelley	Shelley to Nr. Blckft.	Nr. Blckft to Neeley	Neeley to Minidoka	DWB to Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancr.
SPR 2011	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2011	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2011	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2012	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SUM 2012	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
WIN 2012	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	100.0%
SPR 2020	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	99.9%
SUM 2020	1.00	1.00	1.00	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.9%
WIN 2020	1.00	1.00	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.9%
SPR 2021	1.00	1.00	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.8%
SUM 2021	1.00	1.00	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.8%
WIN 2021	1.00	1.00	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.8%
SPR 2022	1.00	0.99	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.7%
SUM 2022	1.00	0.99	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.7%
WIN 2022	1.00	0.99	0.99	0.99	1.00	1.00	1.00	1.00	1.00	1.00	99.6%
SPR 2023	1.00	0.99	0.99	0.99	0.99	0.99	0.99	0.99	1.00	1.00	99.5%
SUM 2023	1.00	0.99	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.99	99.5%
WIN 2023	1.00	0.99	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.99	99.4%
SPR 2024	0.99	0.99	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.99	99.3%
SUM 2024	0.99	0.99	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.99	99.2%
WIN 2024	0.99	0.99	0.98	0.98	0.99	0.99	0.99	0.99	0.99	0.99	99.1%
SPR 2107	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.3%
SUM 2107	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.4%
WIN 2107	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.4%
SPR 2108	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.4%
SUM 2108	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.5%
WIN 2108	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.5%
SPR 2109	0.93	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.5%
SUM 2109	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.5%
WIN 2109	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.6%
SPR 2110	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.6%
SUM 2110	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.6%
WIN 2110	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.7%
SPR 2111	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	93.7%

Net Transfer Effect (AF/four months)											
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bckft	Nr Bckft to Neeley	Neeley to Minidoka	Dev. Wbl. to Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 2011	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SUM 2011	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
WIN 2011	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SPR 2012	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SUM 2012	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
WIN 2012	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SPR 2020	0.000	0.000	-0.002	-0.004	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SUM 2020	0.000	0.000	-0.002	-0.005	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
WIN 2020	0.000	0.000	-0.002	-0.006	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SPR 2021	0.000	0.000	-0.003	-0.007	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
SUM 2021	0.000	0.000	-0.003	-0.008	0.000	0.000	0.000	0.000	0.000	0.000	0.00%
WIN 2021	0.000	0.000	-0.003	-0.009	0.000	-0.001	0.000	0.000	0.000	0.000	0.00%
SPR 2022	0.000	0.000	-0.004	-0.011	0.000	-0.001	0.000	0.000	0.000	0.000	0.00%
SUM 2022	0.000	0.000	-0.004	-0.012	0.000	-0.001	0.000	0.000	0.000	0.000	0.00%
WIN 2022	0.000	0.000	-0.005	-0.014	-0.001	-0.001	0.000	0.000	0.000	0.000	0.00%
SPR 2023	0.000	-0.001	-0.006	-0.015	-0.001	-0.001	0.000	0.000	0.000	0.000	0.00%
SUM 2023	0.000	-0.001	-0.006	-0.017	-0.001	-0.001	0.000	0.000	0.000	0.000	0.00%
WIN 2023	0.000	-0.001	-0.007	-0.019	-0.001	-0.001	-0.001	0.000	0.000	0.000	0.00%
SPR 2024	0.000	-0.001	-0.008	-0.021	-0.001	-0.002	-0.001	0.000	0.000	0.000	0.00%
SUM 2024	0.000	-0.001	-0.009	-0.023	-0.001	-0.002	-0.001	0.000	0.000	0.000	0.00%
WIN 2024	0.000	-0.001	-0.009	-0.025	-0.001	-0.002	-0.001	0.000	0.000	0.000	0.00%
SPR 2107	-0.009	-0.009	-0.048	-0.128	-0.017	-0.030	-0.011	-0.007	-0.001	-0.007	-0.03%
SUM 2107	-0.009	-0.009	-0.048	-0.128	-0.017	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
WIN 2107	-0.009	-0.009	-0.048	-0.127	-0.017	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SPR 2108	-0.009	-0.009	-0.048	-0.127	-0.017	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SUM 2108	-0.009	-0.009	-0.048	-0.126	-0.017	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
WIN 2108	-0.009	-0.009	-0.048	-0.126	-0.017	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SPR 2109	-0.009	-0.009	-0.047	-0.126	-0.016	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SUM 2109	-0.009	-0.009	-0.047	-0.125	-0.016	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
WIN 2109	-0.009	-0.009	-0.047	-0.125	-0.016	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SPR 2110	-0.009	-0.009	-0.047	-0.124	-0.016	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
SUM 2110	-0.009	-0.008	-0.047	-0.124	-0.016	-0.029	-0.011	-0.007	-0.001	-0.007	-0.03%
WIN 2110	-0.009	-0.008	-0.047	-0.123	-0.016	-0.028	-0.011	-0.007	-0.001	-0.007	-0.03%
SPR 2111	-0.008	-0.008	-0.046	-0.123	-0.016	-0.028	-0.011	-0.007	-0.001	-0.007	-0.03%

CALCULATED EFFECTS FROM ESPA SPREADSHEET:

Enter First Time Step of Transfer: SUM 1961												
Match:	147				Match: 456							
	AtR	HtS	StNB	NBtN	NtM	DWtB	BtTS	TS	TStM	M	MtB	Total
Preexisting Effects @ SS (Last Time Step):	0.13	0.14	0.83	2.18	0.27	0.46	0.18	0.11	0.01	0.11	0.00	4.43
Steady State - Value of Dep. @ Last Time Step:	0.13	0.13	0.78	2.06	0.25	0.44	0.17	0.11	0.01	0.10	0.00	4.17
Preexisting Effects @ Transient State (Max Value Timestep):	0.13	0.14	0.83	2.18	0.27	0.46	0.18	0.11	0.01	0.11	0.00	4.43
Transient State - Max. Value of Dep. After Transfer:	0.13	0.13	0.78	2.06	0.25	0.44	0.17	0.11	0.01	0.10	0.00	4.17
Steady State Change:	-0.01	-0.01	-0.05	-0.12	-0.02	-0.03	-0.01	-0.01	0.00	-0.01	0.00	
Transient State Change:	-0.01	-0.01	-0.05	-0.12	-0.02	-0.03	-0.01	-0.01	0.00	-0.01	0.00	

MITIGATION ANALYSIS:

Steady State Analysis											
Mitigation Check 1 - >10% of Historical:	-6.3%	-5.9%	-5.6%	-5.6%	-6.1%	-6.1%	-6.1%	-6.1%	-6.1%	-6.1%	-6.3%
Mitigation Check 2: > 2 AF/T:	0.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	3.0%	3.2%	18.7%	49.4%	6.0%	10.4%	4.0%	2.6%	0.3%	2.4%	0.1%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Transient State Analysis											
Mitigation Check 1 - >10% of Historical:	-6.3%	-5.9%	-5.6%	-5.6%	-6.1%	-6.1%	-6.1%	-6.1%	-6.1%	-6.1%	-6.3%
Mitigation Check 2: > 2.01 AF/T:	0.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

***ANALYSIS OF THE PROPOSED EFFECTS OF THIS TRANSFER INDICATES THAT
NO MITIGATION IS REQUIRED FOR APPROVAL OF THIS TRANSFER.***

Parcel: 1 of 1

Pidn: RP000720000040

Name: LENROOT, ROSS

Mailing: 9278 WEST CHARLOTT DR

Mailing: POCATELLO, ID 83204

St Address: 5884 W WHITE HORSE

Legal: LOT 4 WHITE HORSE ESTATE
AMENDED SUBDIVISION

Tax Roll Acreage: 6.12

Tax Code Area: 31000

Parcel: 1 of 1

Pidn: RP000720000050

Name: LENROOT, ROSS

Mailing: 9278 WEST CHARLOTT DR

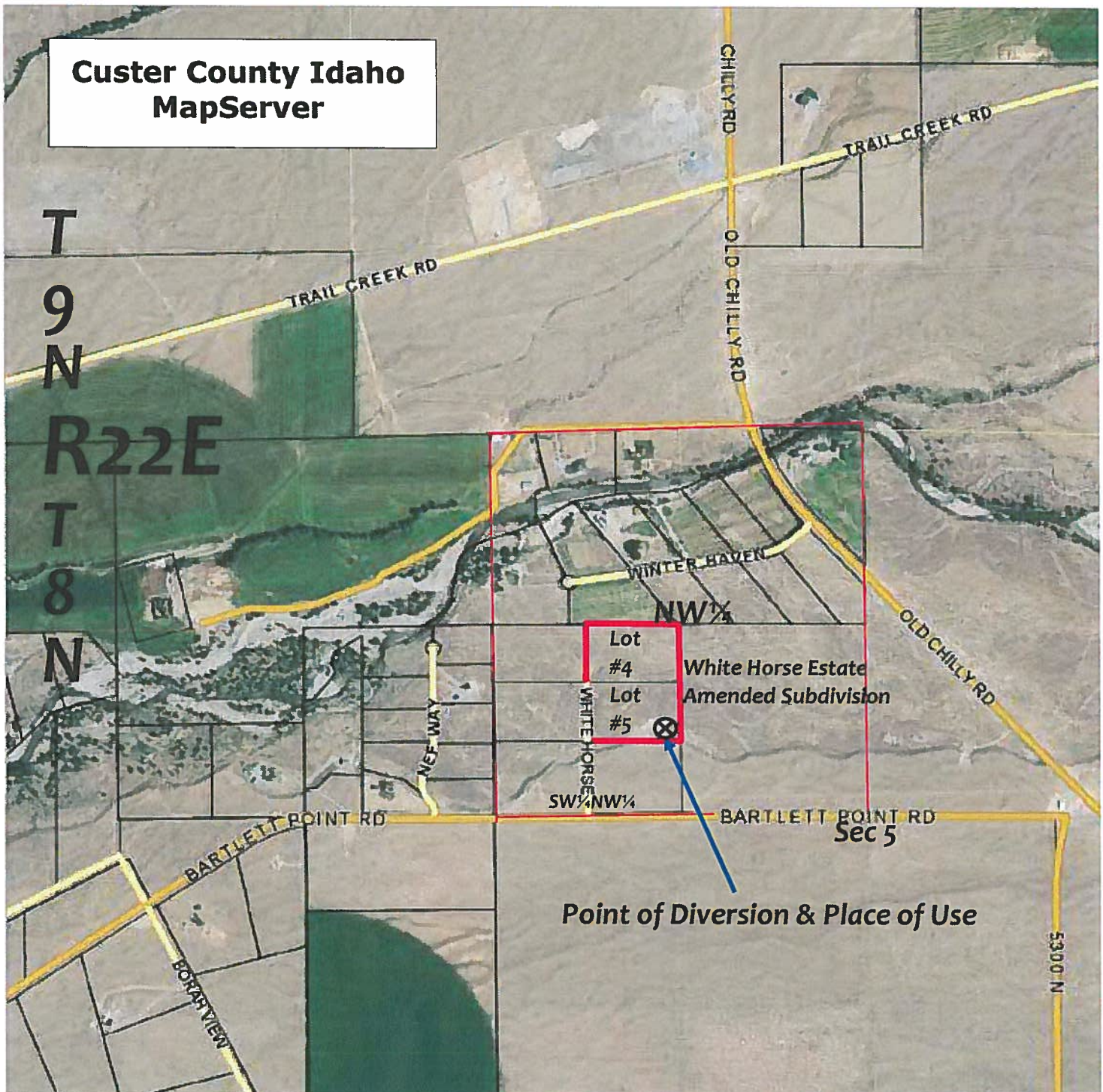
Mailing: POCATELLO, ID 83204

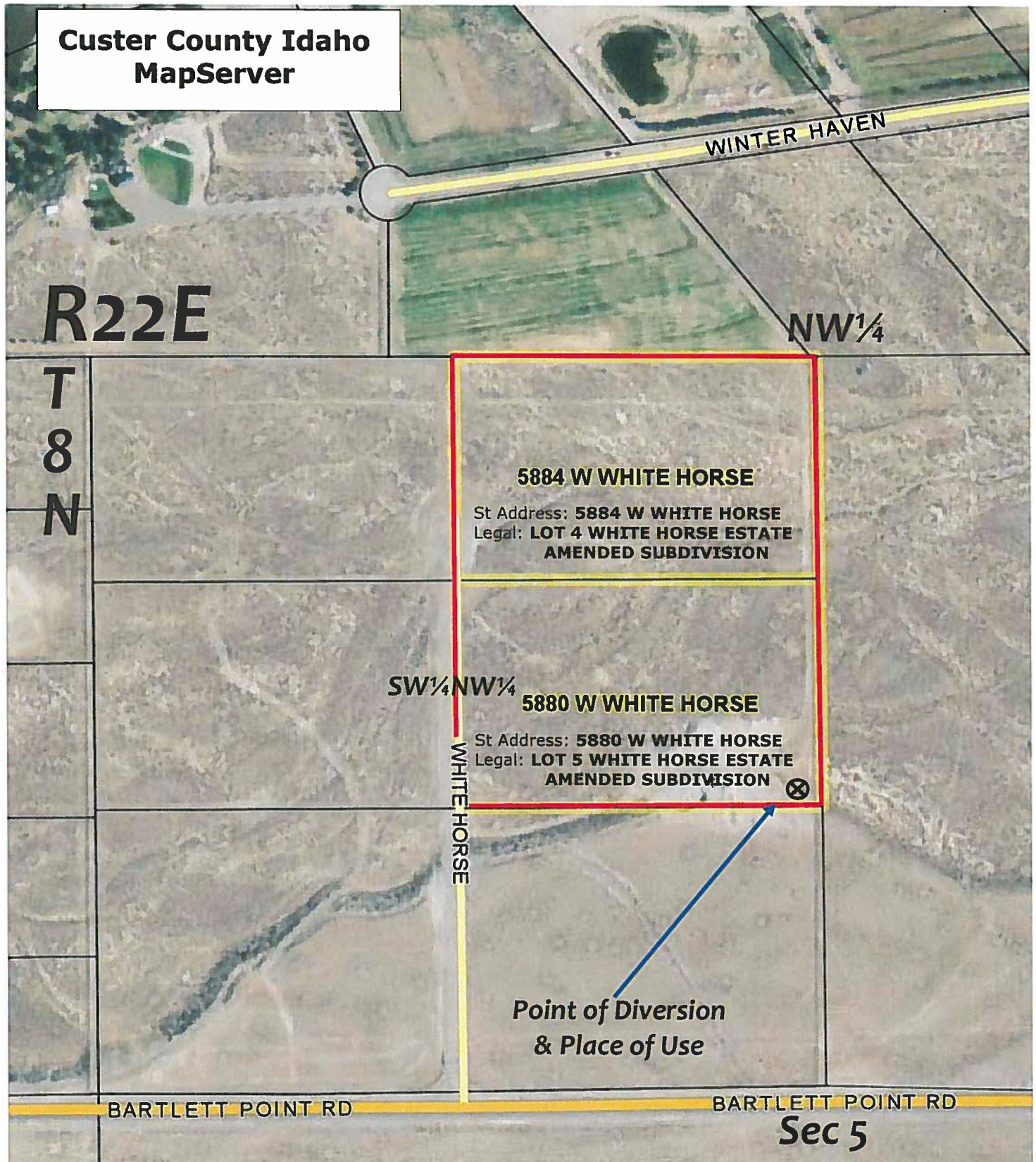
St Address: 5880 W WHITE HORSE

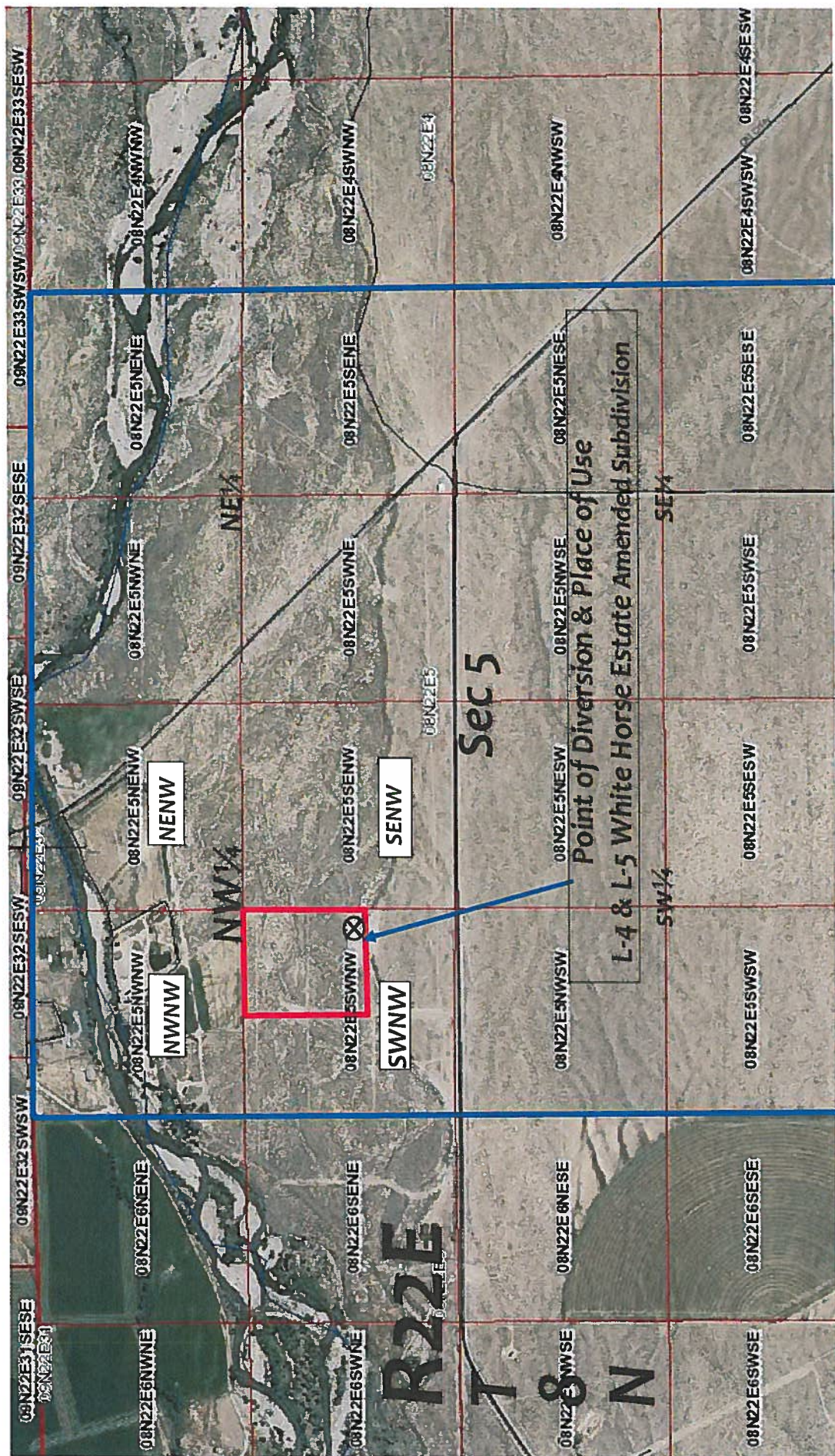
Legal: LOT 5 WHITE HORSE ESTATE
AMENDED SUBDIVISION

Tax Roll Acreage: 6.25

Tax Code Area: 31000

Custer County Idaho
MapServer





RECEIVED

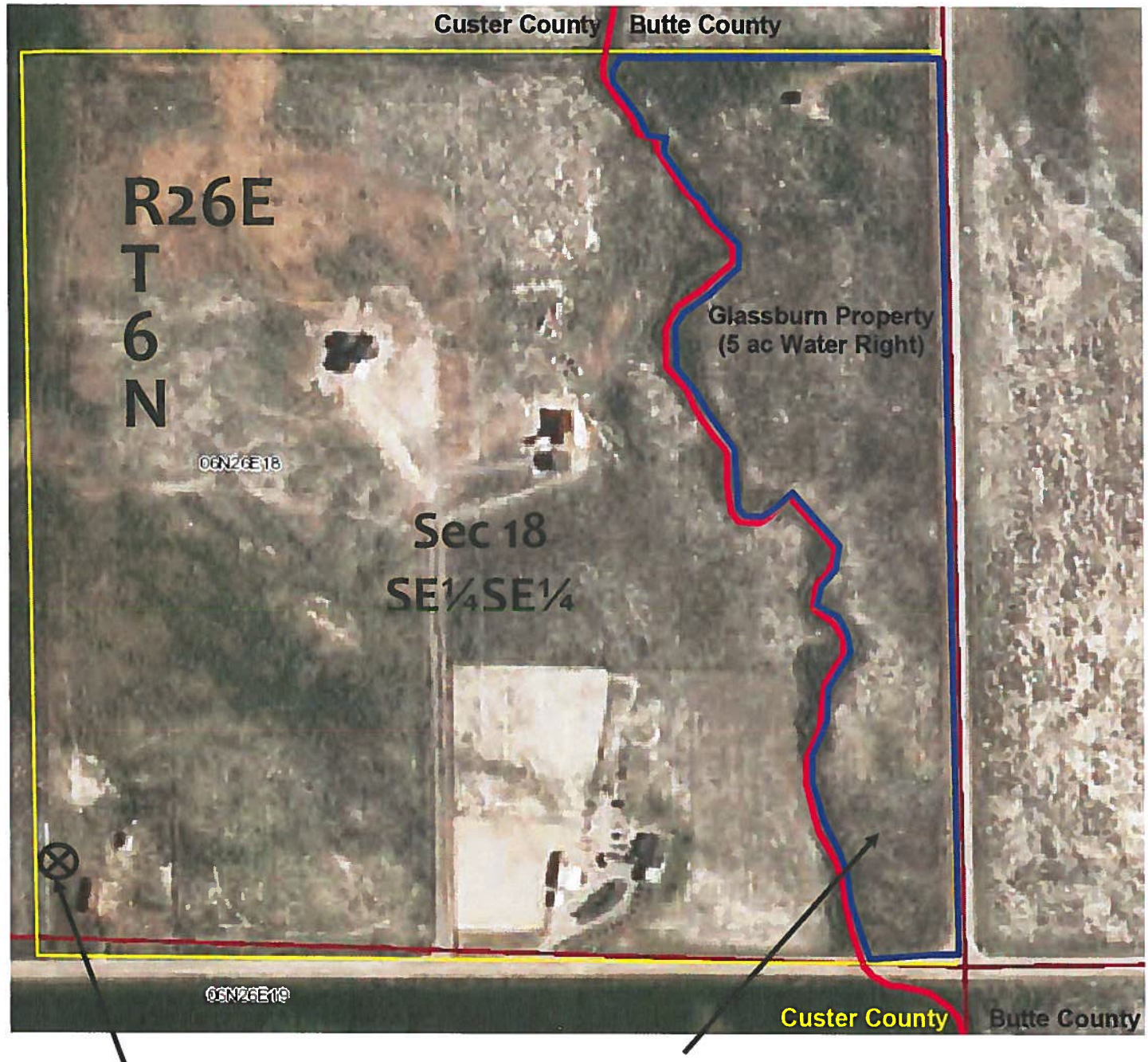
SEP 18 2012

Department of Water Resources
Eastern Region

PLAT OF ORIGINAL PLACE OF USE – WATER RIGHT ACRES

CURRENT BUTTE COUNTY OWNERSHIP:

JOHN GLASSBURN



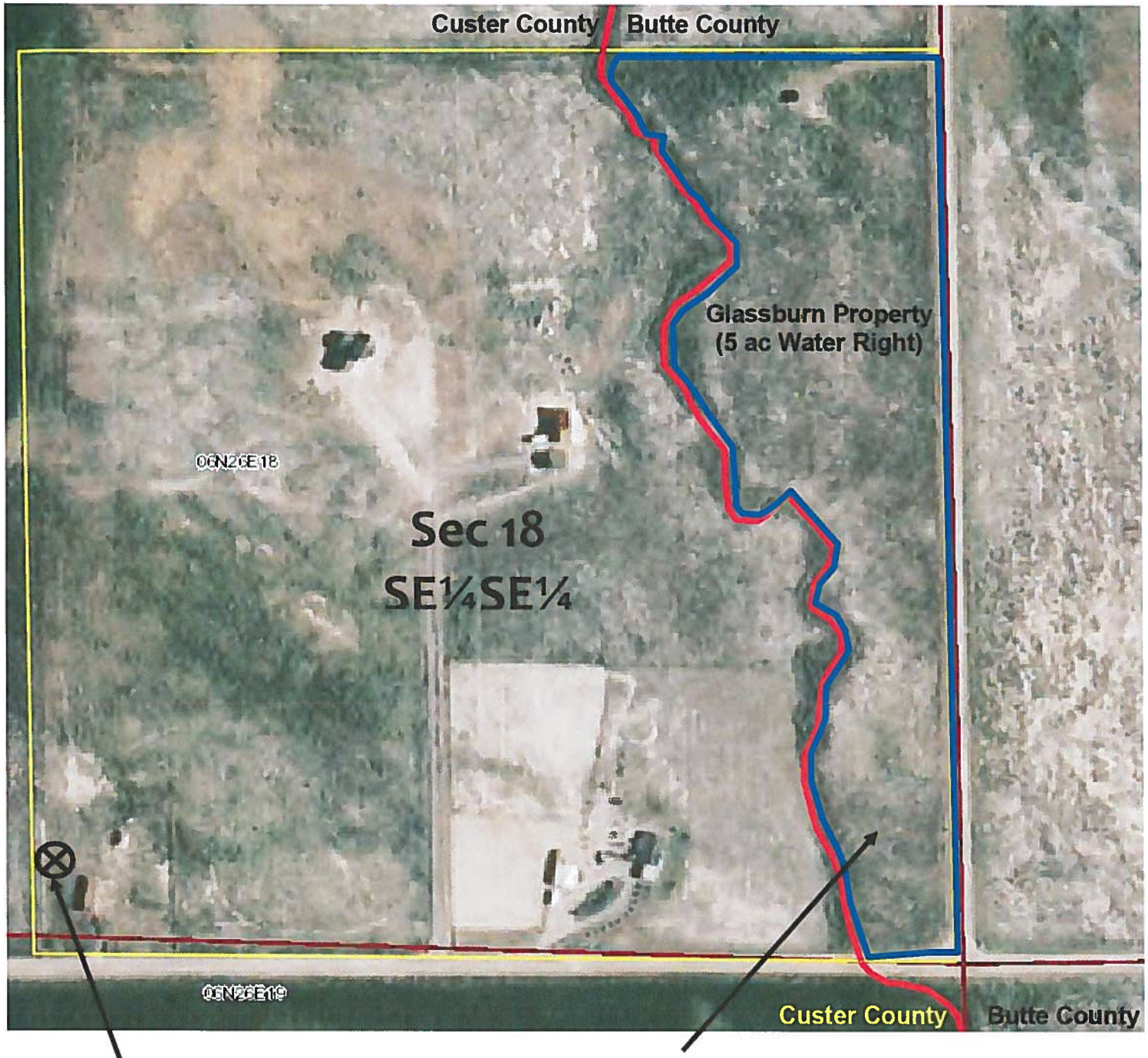
ORIGINAL POINT OF DIVERSION

ORIGINAL PLACE OF USE – GLASSBURN-W/5 AC OF WATER RIGHT
PARCEL ADDRESS: 3917 N 3500 W, MOORE ID 83225. BUTTE CO.

PLAT OF ORIGINAL PLACE OF USE – WATER RIGHT ACRES

CURRENT BUTTE COUNTY OWNERSHIP:

JOHN GLASSBURN



ORIGINAL POINT OF DIVERSION

ORIGINAL PLACE OF USE – GLASSBURN-W/5 AC OF WATER RIGHT
PARCEL ADDRESS: 3917 N 3500 W, MOORE ID 83225. BUTTE CO.

SUPERCEDED
78146

CHAIN OF TITLE WATER RIGHT 34-14327

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

WESTERN FRONTIER, LTD. CO.5395 OLD CHILLY RD
MACKAY, ID 83251

Type of Business:	LIMITED LIABILITY COMPANY
Status:	EXISTING, ANREPT SENT 03 Aug 2011
State of Origin:	IDAHO
Date of	14 Oct 1994
Origination/Authorization:	
Current Registered Agent:	TERRI L PRITCHETT 5395 OLD CHILLY RD MACKAY, ID 83251
File Number:	W572
Date of Last Annual Report:	16 Oct 2011

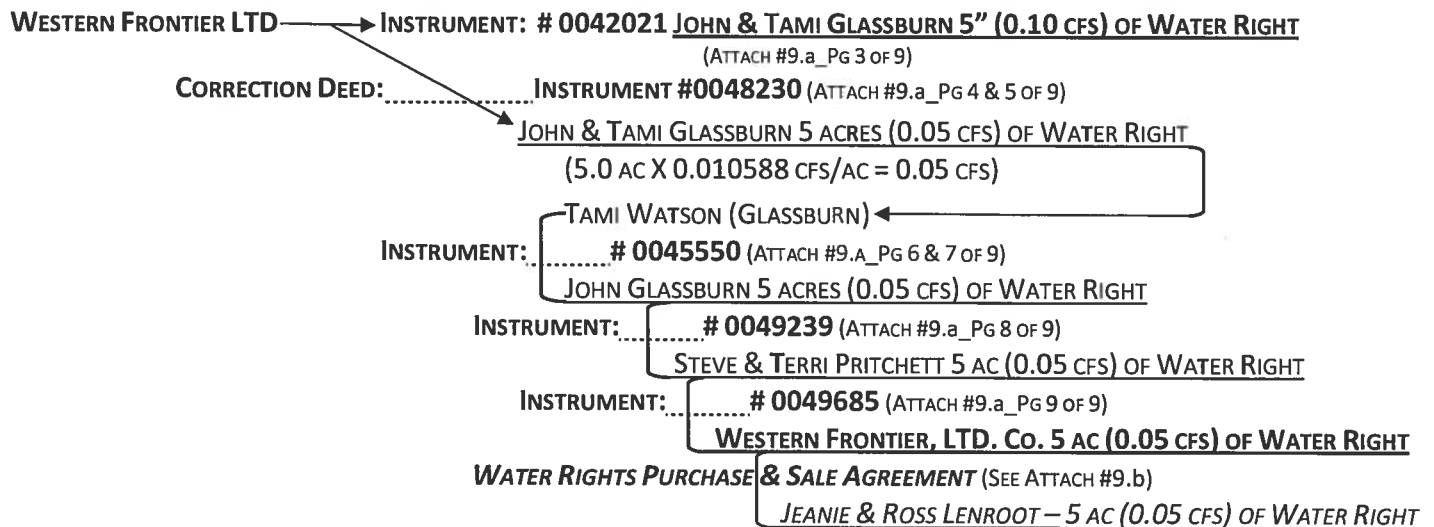
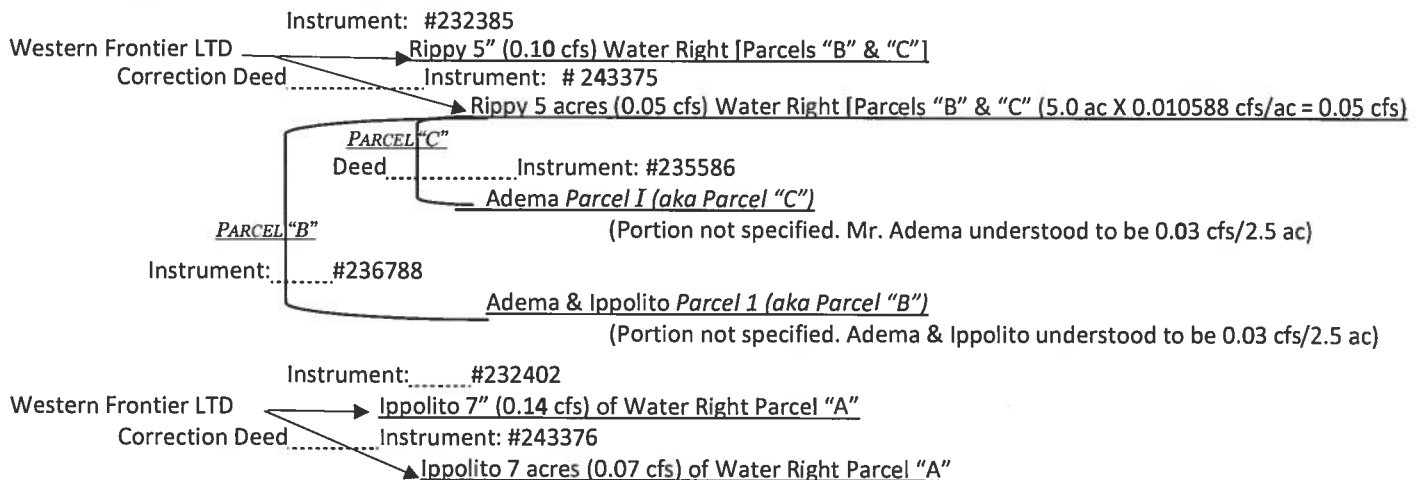
No. W 572 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Due no later than Oct 31, 2011 Annual Report Form 1. Mailing Address: Correct in this box if needed. WESTERN FRONTIER, LTD. CO. TERRI L PRITCHETT 5395 OLD CHILLY RD MACKAY ID 83251 USA		2. Registered Agent and Address (NO PO BOX) TERRI L PRITCHETT 5395 OLD CHILLY RD MACKAY ID 83251 3. <u>New</u> Registered Agent Signature:*		
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	TERRI L PRITCHETT	5395 OLD CHILLY RD	MACKAY	ID	USA	83251
5. Organized Under the Laws of: ID W 572		6. Annual Report must be signed.* Signature: Terri L Pritchett Name (type or print): Terri L Pritchett Date: 10/16/2011 Title: Managing Member				
Processed 10/16/2011		* Electronically provided signatures are accepted as original signatures.				

CHAIN OF TITLE:**WATER RIGHT 34-14327****ATTACHMENT - ITEM #9.a** (Page 2 of 9)**PEDIGREE:****34-2437B Parent/Transfer****34-13737 /PARENT** *WESTERN FRONTIER LTD***34-14107 /Parent-0.29 cfs/ 33ac** *WESTERN FRONTIER LTD***34-14327 0.18 cfs/17.1 ac** *WESTERN FRONTIER LTD*

TO 34-XXXXX IPPOLITO'S (3514 W 3900 N) for 0.07 cfs/7 ac

TO 34-XXXXX RIPPY to ADEMA (3512 W 3900 N) for 0.03 cfs/2.5 ac

TO 34-XXXXX RIPPY to ADEMA & IPPOLITO'S (3518 W 3900 N) for 0.03 cfs/2.5 ac

TO **34-XXXXX GLASSBURN TO STEVE & TERRI PRITCHETT (3917 N 3500 W, Butte County)**
for 0.05 cfs/5.1 ac**34-14328 0.11 cfs/10.8 ac** *DAMIANA, RANDAL G. & SANDRA L.***34-14108 0.06 cfs/5.2 ac** *STEIN, HAROLD & NANCY A (3506 W 3900N)***34-13738 0.08 cfs/7 ac** *HANNI, CHARLES F. (3536 W 3900 N)***CHAIN OF TITLE:**

Order No. 55568

WARRANTY DEED

NO. 0042021
RECORDED

FOR VALUE RECEIVED

MAY 27 2005

Western Frontier LTD., Co., an Idaho limited liability company,

A.M. 3:15 P.M.
BUTTE COUNTY RECORDER
[Signature]

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

John Glassburn and Tami Glassburn, husband and wife

GRANTEE(s) whose address is: P.O. Box 141, Jonesville, MI 49250

the following described real property in Butte County, Idaho, to wit:

Township 6 North, Range 26 East of the Boise Meridian, Butte County, Idaho.
SECTION 18: That portion of the SE1/4SE1/4, lying in Butte County, Idaho.

Together with five inches of ground water rights.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 26, 2005

WESTERN FRONTIER LTD. CO.,
an Idaho limited liability company

BY: STEVEN L. PRITCHETT, Member

BY: TERRI L. PRITCHETT, Member

State of Idaho }
County of Custer } ss.On this 26th day of May in the year 2005, before me, the undersigned, personally appeared STEVEN L. PRITCHETT and TERRI L. PRITCHETT known or identified to me to be (the manager, the managers, a member, the members) of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.

Notary Public

Commission Expires: 5/2/2011Tina McAfee-Wojciechowski
Notary Public
State of Idaho

CORRECTION DEED TO INSTRUMENT # 0042021

For value received, Western Frontier LTD Co., an Idaho Limited Liability Company. GRANTOR(s). do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto .John Glassburn & Tami Glassburn, husband and wife GRANTEE(s) whose address is P.O. Box 141. Jonesville, MI 49250, the following described real property in Butte, County, Idaho to wit:

Township 6 North, Range 26 East of the Boise Meridian, Butte County, Idaho
SECTION 18: That portion of the SE4SE4 , lying in Butte County, Idaho

Together with 5 acres of irrigation water right from Water Right No. 34-14107

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does here by covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that they are free from all encumbrances except as described above and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

DEED OF CORRECTION is given to correct the allocated water right in that certain Deed dated May 26 2005, and recorded as Instrument No.0042021 in the official record of Butte County, Idaho

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

NO. **0048230**
RECORDED

DEC 02 2010
A.M. 3:55 P.M.
BUTTE COUNTY RECORDER
Ken Samett

WESTERN FRONTIER LTD CO,
An Idaho Limited Liability Company

Terri L Pritchett
By: Terri L Pritchett, member

Steve L Pritchett
By: Steve L Pritchett, member

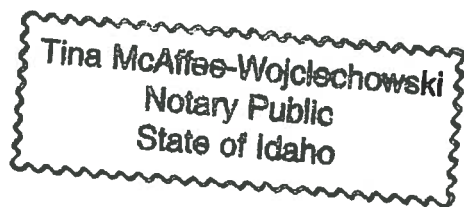
Correction Deed- Page 1 of 2

STATE OF IDAHO,)

County of Custer.)^{ss.}

On this 2nd day of Dec, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Terri L Pritchett an Steve L Pritchett, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



Tina McAfee-Wojciechowski
Notary Public for Idaho
Residing at: Mackay, ID
My Commission Expires: 5/2/2011

Correction Deed - Page 2 of 2

NO. 0045550
RECORDED

APR 11 2008

A.M. 1:05 P.M.

BUTTE COUNTY RECORDER A

QUITCLAIM DEED

FOR VALUE RECEIVED

TAMI Watson, an unmarried woman

do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

JOHN GLASSBURN, an unmarried man

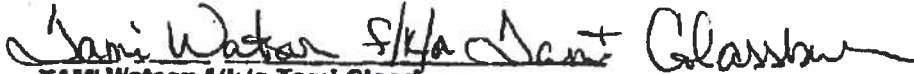
whose address is: 16725 Pope Rd. Jonesville, MI 49250

the following described premises situated in Butte County, Idaho, to wit:

Township 6 North, Range 26 East of the Boise Meridian, Butte County, Idaho.
SECTION 18: That portion of the SE1/4SE1/4, lying in Butte County, Idaho.

together with their appurtenances.

Dated: April 2, 2008


TAMI Watson f/k/a Tami Glassburn

State of Michigan

County of Calhoun

}
}ss.
}On this 4 day of April, 2008, before me, the undersigned Notary in and for said State, personally appeared, TAMI Watson, . . . known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


Notary Public Craig R. Burlingame
Commission Expires: 03-02-13CRAIG R. BURLINGAME
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires March 2, 2013

QUITCLAIM DEED - INSTRUCTIONS FOR USE OF

I/we hand you herewith, a Quitclaim Deed executed by me/us in favor of JOHN GLASSBURN, covering the following described property:

Township 6 North, Range 26 East of the Boise Meridian, Butte County, Idaho.
SECTION 18: That portion of the SE1/4SE1/4, lying in Butte County, Idaho.

Said deed has been given in order that title may be vested in him/her/them as separate property.

You are authorized to use, deliver and record said deed through your above numbered escrow in accordance with these instructions and without consideration or collection for the account of the undersigned.

The undersigned understand that their interest in the property will cease, or be materially affected by the execution and recordation of the deed. AmeriTitle has requested that we consult with our attorney. Our signatures appear on the quitclaim deed after either consulting with our attorney or having the opportunity to do so.

April 2, 2008

 f/k/a Tami Glassburn
Tami Watson f/k/a Tami Glassburn

NO. 49239

RECORDED

JAN 13 2012

A.M. 2:15 P.M.
BUTTE COUNTY RECORDER
Tim Samell**QUIT CLAIM DEED**I John Glassburn of 6905 Anderson Rd Litchfield, MI 49252Hillsdale County, State of Michigan, hereby Quit Claim for and in consideration of valuereceived, do hereby convey, release, remise and forever quit claim unto: Steve L Pritchettand or Terri L Pritchett whose address is 5395 Old Chilly Rd Mackay ID 83251

hereinafter called the Grantee, the following described property situated in Butte County,

State of Idaho, to wit:

5 acres of irrigation water right (water right only) from Water Right No. 34-14107, for property located T6 N, R26 E of the Boise Meridian, Butte County, ID. Sec. 18. That portion of the SE4SE4, lying in Butte County, Idaho

Witness the hand of said Grantor this 9th Day of January 2012

[Signature]
[Signature]

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, in and for the
State of Michigan, personally appeared John Glassburn, known to me
to be the person/s who executed this Quit Claim Deed.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my Official seal this 9th
day of January 2012

[Signature]

Notary Public for Michigan

Residing at:

Commission Expires 9-13-2013

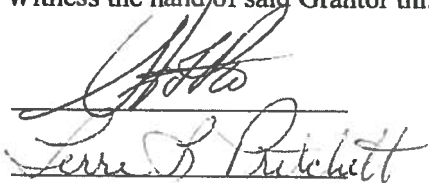
SANDRA TUCKER
Notary Public, Calhoun County, MI
My Commission Expires 9/13/2013

QUIT CLAIM DEED

We Steve L Pritchett & Terri L Pritchett of 5395 Old Chilly Rd, Mackay ID.
83251 Custer County, State of Idaho, hereby Quit Claim for and in consideration of value
received, do hereby convey, release, remise and forever quit claim unto: Western Frontier
LTD. Co. whose address is 5395 Old Chilly Rd Mackay ID 83251 hereinafter called the
Grantee, the following described property situated in Butte County, State of Idaho, to wit:

5 acres of irrigation water right (water right only) from Water Right No. 34-14107, for property
located T6 N, R26 E of the Boise Meridian, Butte County, ID. Sec. 18. That portion of the
SE4SE4, lying in Butte County, Idaho

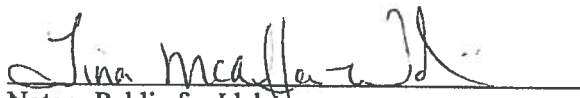
Witness the hand of said Grantor this 20th Day of June, 20012


Terri L Pritchett

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, in and for the
State of Idaho, personally appeared Steve L Pritchett & Terri L Pritchett known to me
to be the person/s who executed this Quit Claim Deed.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my Official seal this 20th
day of June, 20012

Tina McAfee-Wojciechowski
Notary Public
State of Idaho


Notary Public for Idaho
Residing at: Mackay, ID
Commission Expires 5/13/2017

NO. 0049685
RECORDED
JUN 22 2012
A.M. 2:57 P.M.
BUTTE COUNTY RECORDER


**WATER RIGHTS PURCHASE
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 6th day of June, 2012, (the "Effective Date") by and between Western Frontier Ltd, c/o Terri Pritchett, of 5395 Old Chilly Rd, Mackay, ID 83251, hereafter "SELLER", and JEANIE LEINRODT & ROSS LEINRODT of 9278 W. CHARLOTTE DR, Pocatello ID 83204 hereafter "BUYER";

WITNESSETH:

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

- 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)
Water Right No. 34-14327.

Source:	<u>Ground water</u>
Purpose:	<u>Irrigation</u>
Priority:	<u>09-05-1961</u>
Quantity (Diversion Rate):	<u>0.05 cfs</u>
Quantity (Volume):	<u>17.5 afa</u>
Place of Use (Acreage):	<u>5.0 acres.</u>

The above portion of Water Right 34-14327 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee upon closing.

- Purchase Price.** The purchase price for the Water Right is \$ [], lawful money of the United States, to be paid by BUYER to SELLER as follows:

- Down Payment.** The sum of N/A shall be paid as a down payment upon the execution of this agreement, receipt whereof is hereby acknowledged by SELLER;

- Remaining Balance.** The remaining balance of \$ [] 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.

\$ BALANCE OF [] TO BE PAID BY Sept. 15 2012

- 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 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 SELLER until the contract is closed and paid for 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 offices of Rocky Mountain Environmental Associates, Inc., 482 Constitution Way, Suite 303, Idaho Falls, ID 83402, within thirty days of BUYERS receipt of approval from the Department of the application for transfer. The BUYERS 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 is the owner of Water Right # 34-14327 and 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. 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.
8. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:
- 8.1 **Authority.** ~~BUYER is a validly existing Idaho Limited Liability Company and 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.

2 – Water Right Purchase and Sale Agreement

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.

[End of text; signature page to follow]

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

SELLERS:

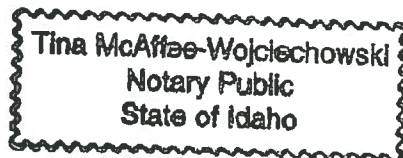
Western Frontier LTD Co By Terri Pritchett
(Signature)
WESTERN FRONTIER LTD Co. Terri Pritchett
Print Name (and title, if applicable) Manager Member

STATE OF IDAHO

County of Custer) ss

On this 6th day of June, 2012, before me the undersigned Notary Public in and for said state, personally appeared Terri Pritchett known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to be that executed the same.

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



Tina McAfee-Wojciechowski
Notary Public
My commission expires 5/13/2017

BUYERS:

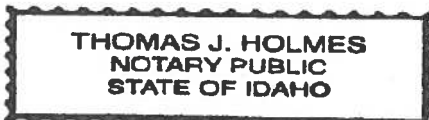
Ross C. Hewst James Hewst
(Signature)
Print Name (and title, if applicable)

STATE OF IDAHO

County of Banock) ss

On this 11 day of June, 2012, before me the undersigned Notary Public in and for said state, personally appeared Ross C. Hewst and James Hewst known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to be that executed the same.

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



Thomas J. Holmes
Notary Public
My commission expires _____

MY COMMISSION EXPIRES FEB 16

4 – Water Right Purchase and Sale Agreement

MY COMMISSION EXPIRES FEB 16, 2018

PART 1.B.5.F – TO YOUR KNOWLEDGE, HAS/IS ANY PORTION OF THE WATER RIGHT(S) PROPOSED TO BE CHANGE **PART 1.B.5.F**
UNDERGONE A PERIOD OF FIVE OR MORE CONSECUTIVE YEARS OF NON-USE?

----- **AFFIDAVIT** -----

I John Glassburn attest to the following regarding the watering of my individual property (Tax Roll Acres: 8.8 ac) identified by Butte County as RP 06 N 26 E 189000, Property Description : Township 6 North, Range 26 E of the Boise Meridian, Butte County, Idaho Sec. 18: That portion of the SE4SE4 lying in Butte County.

In concert with the water right 34-14107 of the property that for the past five years including this year I have watered all areas of my property for the purpose of fire prevention, weed prevention, tree crop irrigation and pasture grass irrigation.

John Glassburn
JOHN GLASSBURN

1/9/12
DATE

STATE OF (michigan)
County of (Calhoun) ^{SS}

On this 9th day of January, 2012, before me the undersigned Notary Public In and for said state, personally appeared John Glassburn known or identified to me to be the persons whose name is subscribed to the within and forgoing instrument and acknowledged to be that executed the same.

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

Sandra Tucker
Notary Public

My commission expires 9-13-2013

SANDRA TUCKER
Notary Public, Calhoun County, MI
My Commission Expires 9/13/2013

----- **END OF AFFIDAVIT** -----

(NOTE: 34-14107 IS THE PARENT RIGHT OF 34-14327)

Affidavit to Establish Beneficial Use

I Henry L. Adema attest to the following regarding the watering of my individual property (Tax Roll Acres: 4.9 ac) identified by Custer County as RP06N26E189200, also known as 3512 W 3900 N, and property owned jointly with James S. & Evelyn V. Ippolito, identified by Custer County as RP06N26E189100, also known as 3518 W 3900 N (Tax Roll Acre: 4.8 ac)

In concert with the water right 34-14107 of the property that for the past two years including this year I have watered all areas of my property and property owned jointly with James S. & Evelyn V. Ippolito for the purpose of fire prevention, weed prevention, tree crop irrigation and pasture grass irrigation.

James S. & Evelyn V. Ippolito attest to the following regarding the watering of their individual property (Tax Roll Acres: 9.863 acres) identified by Custer County as RP06N26E189300, also known as 3514 W 3900 N, and property (owned jointly with Henry L. Adema, identified by Custer County as RE06N26E189100, also known as 3518 W 3900 N (Tax Roll Acre: 4.8 ac).

In concert with the water right 34-14107 of the property that for the past two years including this year we have watered all areas of our property and property owned jointly with Henry L. Adema, for the purpose of fire prevention, weed prevention, tree crop irrigation and pasture grass irrigation.

Helen A. Marinac
Exp 8-29-2012

HELEN A. MARINAC
NOTARY PUBLIC
STATE OF IDAHO

James S. & Evelyn V. Ippolito
Henry L. Adema

RECEIVED

FEB 17 2012

Department of Water Resources
Eastern Region
Tax Roll Acres:

I John Glassburn attest to the following regarding the watering of my individual property (Tax Roll Acres: 8.8 ac) identified by Butte County as RP 06 N 26 E 189000, Property Description : Township 6 North, Range 26 E of the Boise Meridian, Butte County, Idaho Sec. 18: That portion of the SE4SE4 lying in Butte County.

In concert with the water right 34-14107 of the property that for the past five years including this year I have watered all areas of my property for the purpose of fire prevention, weed prevention, tree crop irrigation and pasture grass irrigation.

John Glassburn
JOHN GLASSBURN

1/9/12
DATE

STATE OF (Michigan)
County of (Calhoun)^{ss}

On this 9th day of January, 2012, before me the undersigned Notary Public In and for said state, personally appeared John Glassburn known or identified to me to be the persons whose name is subscribed to the within and forgoing instrument and acknowledged to be that executed the same.

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

Dandra Tucker
Notary Public

My commission expires 9-13-2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

78143

Western Frontier LTD
Terri Pritchett

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. * See Attachment #9.a Chain of Title
- ☐ ☐ #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. * * See Attachment #9.b Purchase/Sale Agreement
- ☐ ☒ #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: Attachment #9.a-Chain of Title *; Attachment #9.b-Purchase/Sale Agreement and Attachment #9.c - Affidavit of Beneficial Use

*Three additional transfer are being filed at the same time (Attach. #9.a-Chain of Title)

78143