

RECEIVED

AUG 08 2012

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 61-2188 and 61-7151
Adjudication Claim No(s): N/A
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
City of Mountain Home
P.O. Box 10
Mountain Home, Idaho 83647
4. Name of Water Right Owner/Claimant(s)
Jay B. Brown
5. Expiration Date of Notification Period July 17, 2017 (contract provides that the purchase price
and all accrued interest shall be paid in full two years and sixty days after the fina
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO order approving transfer)
7. Signature(s) of Security Interest holder(s) Tom Riet
 (and title if applicable) Mayor

For Office Use Only

Received by <u>JA</u>	Date <u>8-9-12</u>	Fee <u>\$ 50.00</u>
Receipted by <u>JA</u>	Date <u>8-9-12</u>	Receipt No. <u>W040467</u>
Processed by <u>AJ</u>	Date <u>8-13-12</u>	WR <u>RS</u>

SUPPORT DATA

IN FILE # 61-2188

AMENDED AGREEMENT FOR SALE OF WATER RIGHTS

This AMENDED AGREEMENT FOR SALE OF WATER RIGHTS ("Agreement" or "Contract") is entered into effective this 17th day of July, 2012 (the "Effective Date"), by and between Jay B. Brown and Christine M. Hopson-Brown, husband and wife, of 595 E. 13th N., Mountain Home, Idaho 83647, hereinafter designated in the singular and by masculine gender as the "Seller", and the City of Mountain Home, Idaho, a municipal corporation of the County of Elmore, State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter designated as the "Buyer." This Agreement supersedes all prior agreements, written or oral, entered into by the parties hereto concerning the subject matter hereof.

RECITALS

(a) Seller owns Idaho water rights Nos. 61-7151 and 61-2188 (the "Water Rights") as reflected in the records of the Idaho Department of Water Resources ("Department"). Copies of the Department's Water Right Reports for the Water Rights are attached hereto as Exhibit A and by this reference made a part hereof;

(b) Seller desires to sell and Buyer desires to purchase the Water Rights on the terms and conditions hereinafter set forth in this Agreement.

(c) Buyer intends to file an application with the Department to transfer the point of diversion and place of use of the Water Rights to permit the Buyer's intended irrigation use (the "Transfer").

AGREEMENT

IN CONSIDERATION OF the sum of [REDACTED], hereinafter designated as the "Initial Payment", and in consideration of the mutual promises and covenants herein contained, the Seller promises and agrees to sell the Water Rights to the Buyer and the Buyer promises and agrees to purchase the Water Rights from the Seller pursuant to the terms and conditions contained herein.

1. PURCHASE PRICE. The total purchase price for the Water Rights shall be [REDACTED] ("Purchase Price") payable by Buyer to Seller at the times and in the amounts as follows:

(a) The sum of [REDACTED] at the time of the execution of this Agreement as the "Initial Payment", the receipt of which is hereby acknowledged by Seller.

(b) The sum of [REDACTED] on or before sixty (60) days after the date of a final order approving the Transfer of the Water Rights by the Idaho Department of Water Resources (the "Department"), and the like sum of [REDACTED] one (1) year and sixty (60) days after the date of such final order approving the Transfer, and the balance of the Purchase Price, plus all accrued interest, shall be paid in full two (2) years and sixty (60) days after the date of such final order approving the Transfer, (the "Installment Payments"), for the

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initial Contract Term and renewal Contract Terms subject to the provisions for appropriation and renewal as provided in Subsection (e) below. "Contract Term" means the period beginning on the Effective Date of this Contract and ending on the 30th day of September, 2012, subject to renewal as provided in Subsection (e) for the following Fiscal Year of Buyer, said Contract Term being subject to renewal annually at the option of Buyer until all Installment Payments have been paid in full. No Contract Term shall exceed one Fiscal Year of the Buyer in length. If the Buyer prepays this Contract in full, the Contract Term will expire upon such prepayment.

(c) The deferred balance of said Purchase Price shall bear interest from the date which is sixty (60) days following the date of a final order approving the Transfer of the Water Rights by the Department until the Purchase Price has been paid in full at the rate of five percent (5.0%) per annum. Each Installment Payment shall first be applied to pay the interest then accrued and unpaid to the date of such payment and the balance of each Installment Payment shall be applied upon the principal sum to be paid to the Seller hereunder.

(d) The Buyer may at its option pay all or any part of said Purchase Price on or before the due date thereof, without penalty, and interest shall be charged only upon the principal balance remaining from time to time unpaid.

(e) The Buyer, by entering into this Contract, acknowledges its current intention to make all Installment Payments due hereunder on the dates such Installment Payments are due (but does not commit to a legal or other obligation to make such payments or to incur any liability beyond its then current Fiscal Year). In the event that by September 30 of its then current Fiscal Year, the Buyer's City Council fails to include in its proposed budget or related documents for the ensuing Fiscal Year or fails to appropriate sufficient funds to fully fund all of Buyer's obligations to make Installment Payments hereunder for any future Fiscal Year, or otherwise chooses not to renew the Contract Term of this Contract for an additional Fiscal Year, then the Buyer will immediately notify the Seller or its assignee of such occurrence and the Buyer shall, at Buyer's sole expense, take such steps and execute such documents as may be necessary to transfer the Water Rights back to Seller, free and clear of any interest of Buyer in said Water Rights, which interest of Buyer shall terminate as of September 30 of the Fiscal Year in which the failure to appropriate occurs. Such an event shall be defined as an "Event of Non Appropriation" hereunder. In such case, the obligations of the Buyer and remedies of Seller shall be limited as provided in Section 12 hereof. In the event that the Buyer's City Council does appropriate and budget funds sufficient to make the Installment Payments for a Fiscal Year then the Contract Term of this Contract shall be deemed renewed for such Fiscal Year.

The Buyer agrees during the current Fiscal Year and during each Fiscal Year that the Contract Term of this Contract is renewed (i) that the City

Council of the Buyer shall, for the ensuing Fiscal Year in which the Installment Payments are scheduled to be made, consider a budget request and appropriation of the expenditure of an amount sufficient to allow Buyer to make all Installment Payments due in such Fiscal Year; (ii) that, to the extent funds have been appropriated for the current Fiscal Year, it will make all such Installment Payments; and (iii) that if sufficient funds are appropriated and budgeted by it for the next Fiscal Year then the Contract Term of this Contract shall be deemed renewed for such Fiscal Year and shall be effective for such Fiscal Year.

Nothing in this Subsection or elsewhere in this Contract shall be construed or deemed in any way to obligate the Buyer beyond its current Fiscal Year. If the Buyer fails or refuses to renew the Contract Term of this Contract for the next Fiscal Year as permitted above, but makes any payment due for the then current Fiscal Year from funds budgeted and appropriated for that purpose and then at the end of such Fiscal Year transfers the Water Rights back to Seller, then Buyer shall have no further liability under this Contract.

2. REFUND OR ADJUSTMENT OF PURCHASE PRICE. It is understood by the parties that the Purchase Price is based upon an assumed transferability of a total combined diversion rate of 2.66 cfs to irrigate 233.2 acres by Buyer under the Water Rights. The combined per-acre diversion rate authorized under the Water Rights is 0.0114 cfs per irrigated acre (0.57 miners inches per irrigated acre). It is understood by the parties that the diversion rate is the most important element of the Water Rights to the Buyer. If the Department does not approve the Transfer to Buyer such that the combined per-irrigated acre diversion rate of the Water Rights equals at least 0.0114 cfs per acre, then the Purchase Price and any outstanding Installment Payments shall be adjusted as provided herein. The adjustment shall be based on one-half of the percentage of any reduction in the combined per-irrigated acre diversion rate of the Water Rights below 0.0114 cfs per acre by the Department. For example, if the Department approves the Transfer with a combined per-irrigated acre diversion rate of 0.0100 cfs/acre, the percentage of the reduction would be 12.28% and one-half of that would be 6.14%. Thus the total amount of the Purchase Price would be reduced by 6.14% and the Initial Payment and/or the Installment Payment would be reduced accordingly. If the Department does not approve any portion of the Water Rights for Transfer, then Buyer may terminate this Agreement and the Seller shall within sixty days of a final order of non-approval of the Transfer by the Department refund all principal payments made by the Buyer to the Seller, less \$3,000.00, which shall be retained by Seller. The foregoing notwithstanding, if a final order is issued by the Department approving the Transfer that, based on the adjustment to Purchase Price methodology described in this section would reduce the total amount of the Purchase Price by 25% percent or more, Seller shall be entitled to terminate this Agreement and retain \$3,000.00 of the payments made by Buyer to Seller.

3. CLOSING OF PURCHASE AND SALE. The Closing of the purchase and sale of the Water Rights shall occur no later than two (2) years and sixty (60) days after the date of the Department's issuance of a final order approving the Transfer. At Closing, Buyer shall deliver to Seller the balance of the Purchase Price and Seller shall deliver to Buyer an executed and

acknowledged Water Right Special Warranty Deed substantially in the form attached hereto as Exhibit B.

4. APPLICATION FOR TRANSFER. Within sixty (60) days after the Effective Date of this Agreement, and at Buyer's expense, Buyer shall prepare and file an application with the Department to transfer the Water Rights to its name and either: a) to change or transfer the Water Rights' place of use, nature or time of use, and points of diversion, or b) obtain a new ground water permit in which the retirement of the Water Rights will serve a mitigation or similar purpose (collectively the "Transfer"). Buyer shall file the Transfer with the Department and diligently pursue it at Buyer's sole cost. Seller shall cooperate with and assist the Buyer in connection with the Transfer application and shall take whatever steps are reasonable and necessary to secure approval of the Transfer application.

5. BUYER'S RIGHT TO TERMINATE. Prior to issuance of a final order by the Department on the Transfer, Buyer may terminate this Agreement without cause by providing written Notice to Seller. If Buyer elects to terminate this Agreement for any reason other than that the Department's final order does not approve the transfer of the Water Rights, Seller shall retain the Initial Payment and any subsequent Installment Payments. If Buyer terminates this Agreement, Buyer shall forthwith withdraw and cancel the Transfer and at its sole expense take all steps necessary to ensure that the Department cancels, reverses or otherwise nullifies the Transfer application process and any Transfer approval, and such obligations shall survive the termination. If the Transfer has been completed, then Buyer shall take all steps necessary to unwind the Transfer and place the Water Rights and Seller's interests therein in the same position they were in prior to Buyer's filing of the Transfer application.

6. PLACE OF PAYMENT. All of said Installment Payments shall be paid by Buyer to Seller at 595 East 13th North, Mountain Home, Idaho 83647, or at such other address or place as Seller may indicate in writing to Buyer.

7. SECURITY FOR PAYMENT. After the Effective Date of this Agreement and up until Closing, Buyer may file and maintain a Notice of Security Interest in a Water Right ("Notice") with the Department indicating that Seller has a security interest in said Water Rights.

8. USE OF WATER RIGHTS AND IRRIGATION SEASON. Until the Transfer is approved by the Department, Seller shall have the right to use or lease the Water Rights to a third party and receive any rental income therefor. In no event shall the Buyer use or possess the Water Rights prior to the end of the 2012 irrigation season. If the approval of the Transfer of the Water Rights has not been approved by the Department by the 1st day of March of any year, the Seller shall have the right to use or lease to a third party the Water Rights for that irrigation season for that year.

9. BUYER'S PROFESSIONAL FEES. Buyer shall pay the fees for its consultants, engineers and attorneys used by it in preparing and processing the Transfer.

10. SECURITY INTERESTS AND ENCUMBRANCES. The Seller shall convey the Water Rights to Buyer with the warranties contained in the Water Right Special Warranty Deed.

11. COMMISSIONS. Each Party represents to the other that no broker has been engaged in connection with the negotiations leading to this Agreement. Buyer and Seller hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefor by any broker in connection with this transaction claiming through the indemnifying party.

12. REMEDIES FOR DEFAULT. In the event Buyer fails to comply with any of the terms hereof, then Seller shall first give Buyer thirty (30) days' notice in writing specifying wherein Buyer has failed to comply with the terms hereof and which said notice shall be delivered to Buyer personally or may be sent to it by registered or certified mail, addressed to Buyer at its last post office address as provided herein or subsequently furnished to Seller in writing by Buyer. If sent by mail, said notice shall be deemed served upon Buyer upon the date it is deposited in the United States mail with postage prepaid, certified or registered and addressed as above mentioned. If Buyer fails to correct said default within said thirty-day period, then Seller may at his option and without further notice declare the whole unpaid balance of said Purchase Price immediately due and payable and proceed at once to recover the same or declare a forfeiture of all of the rights of Buyer under this Agreement and of all of its interest in and to the Water Rights, retaining all sums theretofore paid by Buyer under the terms hereof as the reasonable value for the use of the Water Rights by Buyer, or Seller may at his option bring an action in equity or at law for specific performance with damages or exercise such other rights and remedies either in law or in equity as he may have pursuant to this Contract or under the laws of the State of Idaho. The remedies herein mentioned shall be construed as cumulative and not as alternative or exclusive. In the event of Non Appropriation, Seller's only remedy shall be to declare a forfeiture and immediate termination of this Agreement in which case Buyer shall take all steps necessary to transfer the Water Rights back to Seller and Seller shall retain all amounts theretofore paid upon the Purchase Price.

13. ATTORNEY FEES. In the event it becomes necessary for either of the parties hereto to retain legal counsel for enforcement of their rights hereunder after default of the other party or to institute suit for enforcement of their rights hereunder, then the party not in default, or the prevailing party in case of suit, shall be entitled to recover reasonable attorney's fees from the other party, in addition to the other damages allowed by law.

14. FURTHER DOCUMENTS AND ASSURANCES. Buyer and Seller shall each, diligently and in good faith, undertake all actions and procedures reasonably required to transfer the Water Rights to Buyer as and when required by this Agreement. Buyer and Seller shall provide all further information and execute and deliver all further documents and instruments reasonably required to complete the Transfer and all aspects of this transaction.

15. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and payment of the Purchase Price at the times set forth above.

16. SURVIVAL OF COVENANTS. All covenants and conditions in this Agreement are intended to survive closing.

17. SUCCESSORS AND ASSIGNS. The terms and conditions hereof shall extend to and be binding upon the successors and assigns of the respective parties hereto.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement, and supersedes all oral or written prior agreements between the parties hereto concerning the subject matter hereof, and may not be altered or amended except by a writing signed by Seller and Buyer.

19. WAIVER. All remedies shall be cumulative. Waiver of any default shall not constitute a waiver of any subsequent default.

20. HEADINGS. Headings in this Agreement for Sale of Water Rights are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year in this Agreement first above written.

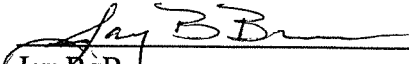
CITY OF MOUNTAIN HOME, IDAHO,
a municipal corporation,

By: Tom Rist
Tom Rist, Mayor

ATTEST:

By: Nina Patterson
Nina Patterson, City Clerk



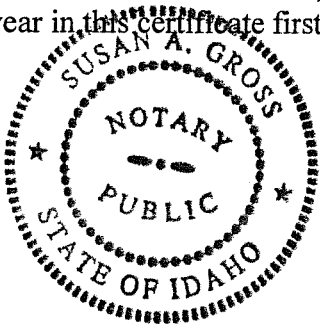

Jay B. Brown


Christine M. Hopson-Brown

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE,)

On this 17th day of July, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Rist and Nina Patterson, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home, Idaho, a municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal corporation 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.

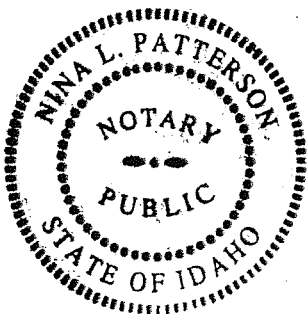


Susan A. Gross
Notary Public for Idaho,
Residing at Mountain Home, Idaho.
My commission expires: 01/06/14

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 17th day of July, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Jay B. Brown and Christine M. Hopson-Brown, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.



Nina L. Patterson
Notary Public for Idaho,
Residing at Mountain Home, Idaho.
My commission expires: 3-2-16

EXHIBIT A

Description of Water Rights

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-2188

WATER RIGHT NUMBER: 61-2188

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY B BROWN 6379 SW DIVISION MOUNTAIN HOME, ID 83647 (208)590-1744

Priority Date: 02/17/1966

Basis: Decreed

Status: Water Supply Bank Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	2.66 CFS	593.7 AF
	<u>Total Diversion:</u>	2.66 CFS	593.7 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4	Sec. 24, Twp 04S, Rge 05E, B.M.
ELMORE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	05E	24	40.0	40.0	40.0	40.0									40.0	40.0	10.0	10.0	260.0

Total Acres: 260

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 61-07151 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.66 CFS.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 133.2 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 61-07151 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 233.2 ACRES IN A SINGLE IRRIGATION SEASON.
3. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. RIGHT NOS. 61-07151, 61-12272 AND 61-12273 ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-2188

5. C15 THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

Remarks:

Comments:

1. SBOCK 11/4/1998 COPIED FROM REMARKS
Comment: AC. IRR.=163.8. CRP LAND

2. AJU10-JS 11/21/1998 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C15 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

3. amarshall 5/29/2009 Water Supply Bank
Comment: Upon execution of the rental agreements for Sunview Dalry and Jay Brown, the portions remaining in the Bank and available for rent in 2009 under rights 61-2188 and 61-7151 are as follows:

61-2188: 0.04 cfs 8.1 af 1.8 ac
61-7151: 0.02 cfs 4.8 af 1.2 ac
TOTAL: 0.04 cfs 12.9 af 3.0 ac

4. dsmith 3/9/2012 Change of Ownership
Comment: This WR 61-2188 split portion to 61-12273 per Change of Ownership

5. dsmith 3/12/2012 11:34:12 AM POU
Comment: Updated Shape

6. dsmith 3/22/2012 Split Correction
Comment: Correction to split elements per partial decree.

Dates and Other Information:

Licensed Date:
Decreed Date: 10/26/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 61-2188

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
2.66	993.7	233.2
Combined Water Rights: 61-2188 , 61-7151		

Water Supply Bank:

Lessor Name:	JAY B BROWN
Lease Status:	Active
Lease Amount:	Part
Rental Availability:	All
Date Received:	8/18/2003
Lease Begin Date:	8/28/2003
Expiration Date:	

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7151

WATER RIGHT NUMBER: 61-7151

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY B BROWN 6379 SW DIVISION MOUNTAIN HOME, ID 83647 (208)590-1744

Priority Date: 04/09/1973

Basis: Decreed

Status: Water Supply Bank Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01	10/31	1.14 CFS	400.0 AF
	<u>Total Diversion:</u>		1.14 CFS	400.0 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4	Sec. 24, Twp 04S, Rge 05E, B.M.
ELMORE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	05E	24	40.0	40.0	40.0	40.0									40.0	40.0	10.0	10.0	260.0

Total Acres: 260

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. USE OF THIS RIGHT WITH RIGHT NO. 61-02188 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.66 CFS.
3. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7151

4. C15 THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61:
WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.
5. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 100.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 61-02188 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 233.2 ACRES IN A SINGLE IRRIGATION SEASON.
6. RIGHT NOS. 61-02188, 61-12272 AND 61-12273 ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Remarks:

Comments:

1. SBOCK 11/4/1998 COPIED FROM REMARKS
Comment: CRP LAND
2. AJU10-JS 11/21/1998 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C15 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.
3. dsmith 3/9/2012 Change of Ownership Split
Comment: A portion of 61-7151 has been split to 61-12272 due to change of ownership
4. dsmith 3/9/2012 1:19:23 PM POU
Comment: Updated Shape
5. dsmith 3/22/2012 split correction
Comment: Correction of diversion rate per partial decree.

Dates and Other Information:

Licensed Date:
Decreed Date: 10/26/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

EXHIBIT B

(Form of Water Right Special Warranty Deed)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Jay B. Brown and Christine M. Hopson-Brown, husband and wife, whose address is 595 E. 13th N., Mountain Home, Idaho 83647, ("Grantors") do hereby grant, bargain, sell, assign, and convey unto the City of Mountain Home, an Idaho municipal corporation, whose address is P.O. Box 10, Mountain Home, Idaho 83647 ("Grantee") and to Grantee's heirs and assigns forever, all of Grantors' right title and interest in the water rights described in Exhibit A hereto (collectively the "Water Rights").

Grantors hereby covenant and warrant to Grantee as follows:

- (A) Grantors are the owners of the Water Rights;
- (B) Grantors have not conveyed any of the Water Rights to anyone other than Grantee;
- (C) The Water Rights are free from all liens, claims, or encumbrances;
- (D) Grantors have the authority to convey the Water Rights to Grantee; and
- (E) Grantors will defend the same from all lawful claims whatsoever.

Grantors make no other covenants or warranties as to the Water Rights.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed.

DATED this _____ day of _____, 201__.

Jay B. Brown

Christine M. Hopson-Brown

STATE OF IDAHO)

) ss.

County of _____)

On this _____ day of _____, before me the undersigned Notary Public in and for said state, personally appeared JAY B. BROWN and CHRISTINE M. HOPSON-BROWN, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My commission expires: _____

**EXHIBIT A TO
SPECIAL WARRANTY DEED FOR WATER RIGHTS
(Water Rights Descriptions)**