

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77806APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant Woodville Canal Co., c/o Doyle Rumsey Phone (208) 523-2197
 Mailing Address 7475 S 35 W, Idaho Falls, ID 83402 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Keith C. Wilson c/o Rocky Mountain Environmental Associates Inc. Phone (208) 524-2353 / Fax 524-1795

Mailing 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.

Doyle Rumsey
Signature of Applicant or Authorized Representative

Doyle Rumsey Inc.
Print Name and Title if applicable

3-8-12
Date

Signature of Applicant or Authorized Representative

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 Split 3.64 cfs from water right 01-10473
- 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**:

See Part 1 A.2 (Next Page)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 A.2 (Cont.)

Item 1 A.2 (Cont.): 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:

OxBow Partners LLC owns 182 shares (3.64 cfs) of Woodville Canal represented by rights 01-0235B for (1.62 cfs) and a 3.64 cfs (01-196B) portion of 01-10473 (7.14 cfs). OxBow Partners LLC, also owns 81 acres (1.62 cfs) of New Sweden Irrigation District water. The New Sweden Irrigation District system delivers both New Sweden & Woodville Canal water rights. OxBow Partners LLC would like to divert their portions of Woodville Canal and New Sweden Irrigation District waters directly from the Snake River.

NOTE: Right 01-10473 (7.14 cfs) is the combination of 01-196B (3.64 cfs)[Ted G. Harder] and 01-196D (3.50 cfs)[G.F. Thompson]. This transfer proposes to change the Point of Diversion of only the Ted G. Harder 3.64 cfs (01-196B) portion of right 01-10473. Transfer #1673 changed the Point of Diversion of 182 shares (rights 01-196B & 01-0235B) owned by Ted Harder, to the Great Western Canal to be delivered by the New Sweden Irrigation District system. This proposed transfer does not change the Place of Use. The Woodville Canal Company retains ownership of both water rights numbers 01-10473 & 01-196D. See Attachment #9 - OxBow Partners LLC Deed & Agreement with Woodville Canal Co.

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					
☐ ☒	01-10473	3.64 cfs	Irrigation	04/01 to 10/31	Snake River
☒ ☐	01-0235B	1.62 cfs	Irrigation	04/01 to 10/31	Snake River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
Total Authorized under rights <u>5.26</u> cfs and/or _____ ac-ft					

2. Total amount of water being transferred or changed 5.26 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 #
Yes			NE	NW	31	01N	37E	Bingham	Snake River	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.) **w/in Service area – Woodville Canal Co**

- ☒ 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	
No Change in the Place of Use – Within the Service Area of Woodville Canal Co.																			

Total Acres (for irrigation use): _____

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: Diversion Pump in Snake river with mainline to center pivots and laterals with sprinklers. A measuring device can be located in the mainline and a gate valve can be used as a lockable controlling works.

b. Who owns the property at the point(s) of diversion? OxBow Partners LLC

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: OxBow Partners LLC owns 182 shares of Woodville Canal Co water rights represented by a 3.64 cfs portion of water right 01-10473 & water right 01-235B for 1.65 cfs (T#1673). Water right 01-10473 is a combination of 01-196B (3.64 cfs) [for Ted G. Harder] & 01-0169D (3.50 cfs) [for G.F. Thompson]. Transfer #1673 allowed the diversion of Woodville Canal Co water right 01-0196B & 01-0235B through the New Sweden Irrigation District system for lands within the SW¼ of Sec 29; NE¼, NE¼NW¼ of Sec 31; and the W¼NW¼ of Sec 32, T01N, R37E, B.M. (PLS) located within the service area of Woodville Canal. (Place of Use also known as the Ted Harder place). Woodville Canal Co. retains ownership of these water rights.

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: No Change in Place of Use

e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) of use: OxBow Partners LLC owns 182 shares of Woodville Canal Co. water rights represented by 3.64 cfs of 01-10473 and water right 01-235B (1.62 cfs), along with 81 acres (1.62 cfs) of New Sweden Irrigation District water. The new point of diversion will divert both the Woodville Canal Co. & the New Sweden Irrigation District's water rights. There will be no overlap in the place of use of New Sweden Irrigation District or Woodville Canal. The boundaries of the place of use of the New Sweden Irrigation District and Woodville Canal will not be changed by the transfer. Total number of irrigated acres within the place of use before and after the transfer will remain the same. Woodville Canal retains ownership of water rights.

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: _____

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

WATER RIGHT NO. **1-235B**

Water Right Report

12/28/2011

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WOODVILLE CANAL CO, C/O DOYLE RUMMSEY
	7475 S 35 W, IDAHO FALLS, ID 83402
	(208)523-2197
Original Owner	TED G HARDER

Priority Date: 01/22/1916

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.62 CFS	
Total Diversion			1.62 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	NENE	Sec. 35	Township 04N	Range 37E	JEFFERSON County
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Place(s) of use: Large POU Info

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.	135	The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
3.	129	Place of use is within the area served by Woodville Canal Company.
4.	F01	Water is delivered through Great Western Canal.

Decreed Date: 01/29/2008

Owner Name Connector: OR

Water District Number: 01

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDEDWATER RIGHT NO. **1-10473**

Water Right Report

12/28/2011

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WOODVILLE CANAL CO, C/O DOYLE RUMMSEY
	7475 S 35 W, IDAHO FALLS, ID 83402
	(208)523-2197

Priority Date: 04/30/1893

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	7.14 CFS	
Total Diversion			7.14 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	NENE	Sec. 35	Township 04N	Range 37E	JEFFERSON County
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Place(s) of use: Large POU Info

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.	135	The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
3.	P29	This right is a combination of old Right Nos. 1-196B and 1-196D.
4.	129	Place of use is within the area served by Woodville Canal Company.
5.	F01	Water is delivered through Great Western Canal.

Decreed Date: 01/29/2008

Water District Number: 01

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:

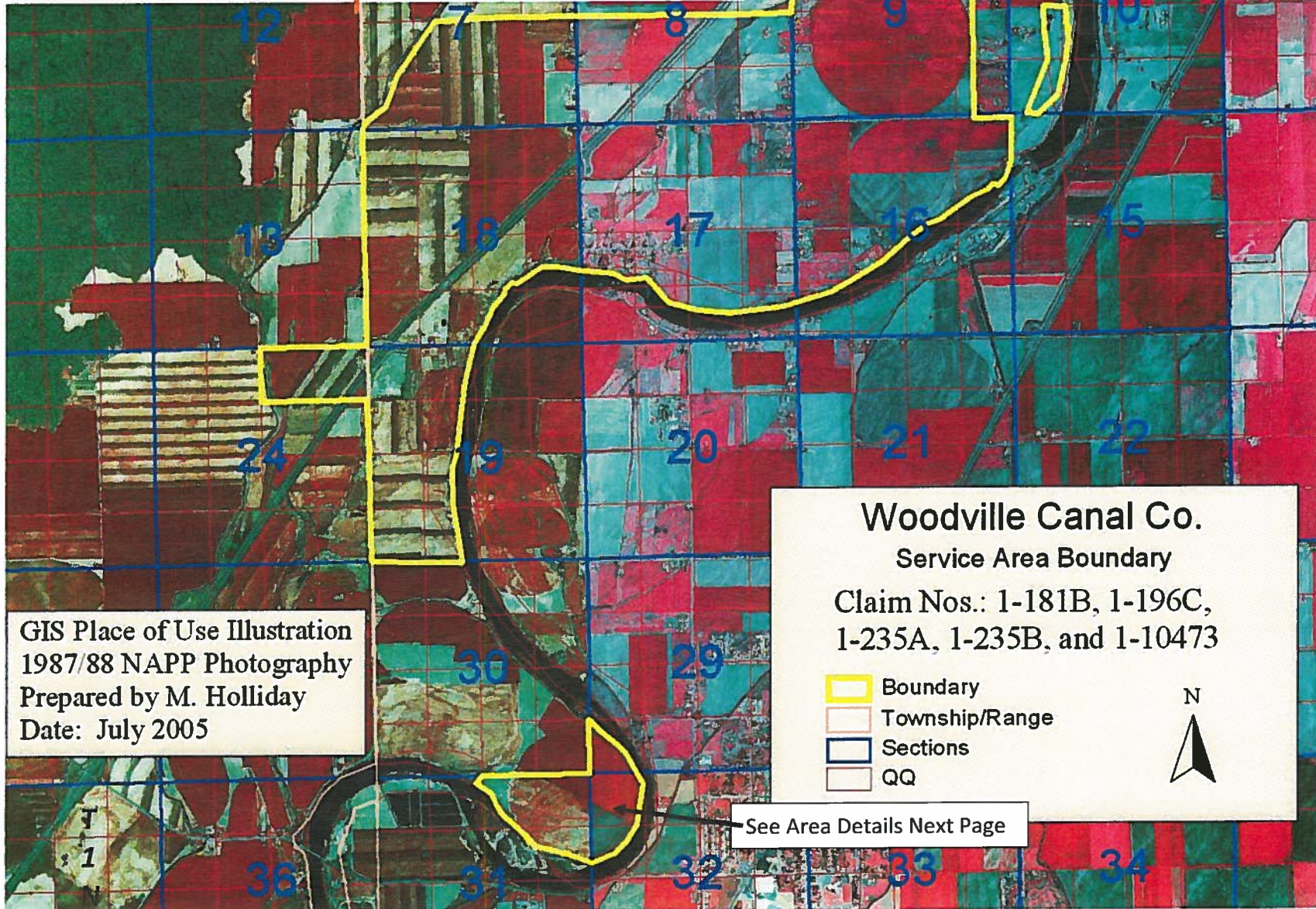
Transfer contains _____ pages and _____ attachments.

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

Fee Paid \$900.00 Date 3-8-2012 Received by Km Receipt # E037391

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

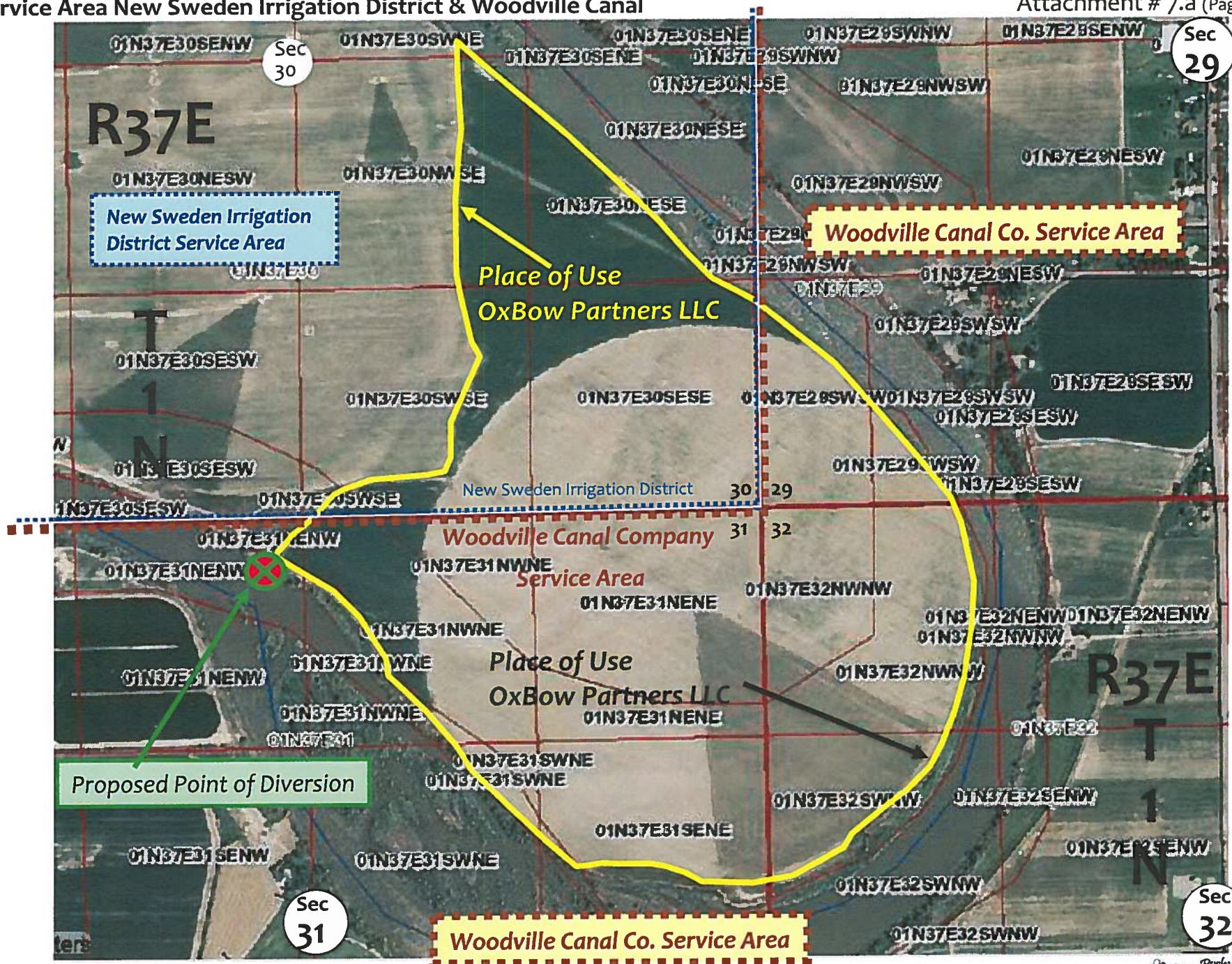
T01N R36E | T01N R37E



90822

R36E R37E

77806



Original Place of Use Deed - Oxbow Partners LLC

QUITCLAIM DEED

FOR VALUE RECEIVED, Cannon Shelley Property Limited Partnership

Do(es) hereby convey, release, remise and forever quit claim unto

Oxbow Partners LLC, an Idaho limited Liability Company

whose current address is: P.O. Box 3093, Idaho Falls, ID. 83403

the following described premises:

Parcel I:

Lot 7, a portion of Lot 4 in Section 29, Lot 8, a portion of Lots 7, 9, 14 and a portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Lots 8 and 10 and a portion of Lot 9 in Section 31, Lots 4, 5 and 6 in Section 32, Township 1 North, Range 37, East Boise Meridian, Bingham County, Idaho, more particularly described as follows:

Beginning at a Point on the Northerly bank of the Snake River that is West along the Section line 2810.67 feet and South 215.96 feet from the Northeast corner of said Section 31, thence North 48°39'33" East 527.25 feet; thence North 61°05'58" East 185.75 feet; thence North 87°20'28" East 507.75 feet; thence North 6°38'58" East 306.10 feet; thence North 23°57'25" East 424.00 feet; thence North 44°39'57" West 113.70 feet; thence North 9°24'52" West 461.20 feet; thence North 2°45' East 796.30 feet; thence North 4°06'35" West 436.10 feet; thence North 59°28'25" East to the Southwesterly bank of the Snake River 49.0 feet; thence following the Westerly bank of the Snake River as it curves or meanders Southeasterly, thence Southerly, thence Southwesterly, thence Westerly, and thence Northwesterly to the Point of Beginning.

Parcel II:

Right-of-way for ingress and egress twenty-five (25) feet across the south half of the southwest quarter and Lots 14 and 15 in Section 30 and Lot 9 in Section 31, Township 1 North, Range 37 East, B.M., Bingham County, Idaho, as more particularly set forth in that certain Warranty Deed dated February 27, 1976 recorded in the records of Bingham County, Idaho, as Instrument No. 209343.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: Feb 17, 2012

Seth A. Cannon
Seth A. Cannon

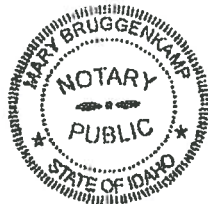
State of Idaho

County of

On this 17 day of February, 2012, before me, a Notary Public in and for said state, personally appeared Seth A. Cannon /known or identified to me to be the partner(s) that executed the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

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

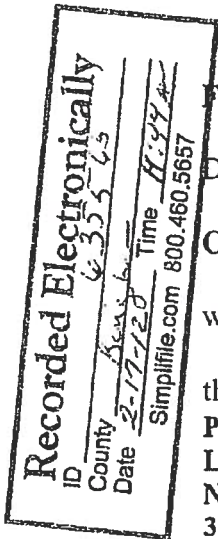
[Signature]
Notary Public for the State of
Residing at [Address]
Commission Expires: 2/4/14



ALLIANCE
Alliance Title & Escrow Corp.
1070 Riverwalk Dr., Ste. 100
P.O. Box 50842
Idaho Falls, ID 83405-0842

Instrument # 635565
BINGHAM COUNTY, IDAHO
2012-02-17 11:44:18 AM No. of Pages: 1
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
SARA J. STAUB Fee: \$10.00
Ex-Officio Recorder Deputy Robinson
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

Original Place of Use Deed - Oxbow Partners LLC

QUITCLAIM DEED

FOR VALUE RECEIVED, Cannon Shelley Property Limited Partnership

Do(es) hereby convey, release, remise and forever quit claim unto

Oxbow Partners LLC, an Idaho limited Liability Company

whose current address is:: P.O. Box 3093, Idaho Falls, ID. 83403

the following described premises:

Parcel I:

Lot 7, a portion of Lot 4 in Section 29, Lot 8, a portion of Lots 7, 9, 14 and a portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Lots 8 and 10 and a portion of Lot 9 in Section 31, Lots 4, 5 and 6 in Section 32, Township I North, Range 37, East Boise Meridian, Bingham County, Idaho, more particularly described as follows:

Beginning at a Point on the Northerly bank of the Snake River that is West along the Section line 2810.67 feet and South 215.96 feet from the Northeast corner of said Section 31, thence North 48°39'33" East 527.25 feet; thence North 61°05'58" East 185.75 feet; thence North 87°20'28" East 507.75 feet; thence North 6°38'58" East 306.10 feet; thence North 23°57'25" East 424.00 feet; thence North 44°39'57" West 113.70 feet; thence North 9°24'52" West 461.20 feet; thence North 2°45' East 796.30 feet; thence North 4°06'35" West 436.10 feet; thence North 59°28'25" East to the Southwesterly bank of the Snake River 49.0 feet; thence following the Westerly bank of the Snake River as it curves or meanders Southeasterly, thence Southerly, thence Southwesterly, thence Westerly, and thence Northwesterly to the Point of Beginning.

Parcel II:

Right-of-way for ingress and egress twenty-five (25) feet across the south half of the southwest quarter and Lots 14 and 15 in Section 30 and Lot 9 in Section 31, Township 1 North, Range 37 East, B.M., Bingham County, Idaho, as more particularly set forth in that certain Warranty Deed dated February 27, 1976 recorded in the records of Bingham County, Idaho, as Instrument No. 209343.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 2/17/2012

Seth A. Cannon
Seth A. Cannon

Keith C. Wilson
 ROCKY MOUNTAIN ENVIRONMENTAL ASSOCIATES, INC.
 482 Constitution Way, Suite 303
 Idaho Falls, Idaho 83402
 Telephone: (208) 524-2353
 Facsimile: (208) 524-1795

OXBOW PARTNERS LLC AND WOODVILLE CANAL CO.
 USER AGREEMENT

THIS USER AGREEMENT (the "Agreement") is made and entered into as of the 7th day of March, 2012, by and between OxBow Partners LLC, an Idaho Limited Liability Company, whose address is P.O. Box 3093, Idaho Falls, ID 83403, (hereinafter, the "OxBow Farm"), and Woodville Canal Company, an Idaho corporation, whose address is 7475 S 35 W, Idaho Falls, ID 83402 (hereinafter, "Woodville Canal"). Collectively, the above entities are hereinafter referred to as the "Parties."

RECITALS:

1. OxBow Farm is the owner of property located in portions of the SW $\frac{1}{4}$ of Sec 29; NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec 31; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec 32, T01N, R37E, B.M. (PLS) within the service area of Woodville Canal. The property has historically been irrigated with Woodville Canal shares delivered through the canals of New Sweden. OxBow Farm maintains annual assessments for Woodville Canal for continued irrigation of the property.
2. Irrigation through ditches from the New Sweden canal has proven to be inefficient. Oxbow Farm desires to eliminate the inefficiency of the ditches from the canal and resolve the inefficiency of their current pressurized sprinkler irrigation system.
3. OxBow Farm proposes to install a pump directly on the Snake River from which to divert its portion of Woodville Canal water.
4. Woodville Canal requires that a lockable controlling works be installed and that Woodville Canal be allowed access to and the ability to control the pump in the case that assessments are not paid according to the bylaws of the irrigation district.
5. An additional point of diversion on the Snake River for diversion of Woodville Canal water right(s) will require the approval of an Application for Transfer from the Idaho Department of Water Resources.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. PURSUIT OF THE APPLICATION. As a condition precedent to the performance of any provision under this agreement, OxBow Farm shall, at its sole cost and expense, pursue and receive approval of the application for transfer (hereinafter "Application") and any amendments thereto. To the extent the Application is denied, and OxBow Farm exhausts all administrative and legal remedies it may pursue at its sole discretion and the Application remains denied, then this agreement shall be null and void and of no further effect. Furthermore, to the extent the Application is approved with conditions unacceptable to OxBow Farm, OxBow Farm may, in its sole discretion, voluntarily withdraw or surrender the Application, and this Agreement shall likewise be of no further force or effect.
2. OWNERSHIP. Ownership of water right(s) will be retained by Woodville Canal. Oxbow Farm will continue and remain current on assessments with Woodville Canal.
3. INFRASTRUCTURE. OxBow Farm, at its sole cost and expense, shall install and maintain in working order, all infrastructures necessary for the delivery of water to the subject property, including, but not limited to, lockable controlling works, pumps, pipelines, measuring devices, headgates, etc.
4. WATER MEASUREMENT. Water diversion measurements shall be made available daily or as is agreeable to Parties. Diversion shall not exceed 5.26 cfs, a diversion rate of 1.62 cfs water right 01-0235B and a 3.64 cfs (01-196B) portion of water right 01-10473.
5. INDEMNIFICATION AND ASSUMPTION OF LIABILITY:
 - a. Indemnification: To the extent OxBow Farm's Point of Diversion causes any property damage, injury, or death, Oxbow Farm hereby agrees to defend and indemnify Woodville Canal against and to hold Woodville Canal harmless from any and all claims and demands, including but not limited to, claims or demands for loss of or damage to property or injury or death to any person from any cause whatsoever from OxBow Farm use of the Point of Diversion.
 - b. Indemnification for Environmental Harm or Injury: To the extent OxBow Farm's Point of Diversion causes environmental harm, Oxbow Farm hereby agrees to defend and indemnify Woodville Canal against and to hold Woodville Canal harmless from any and all claims or demands for environmental damage from any cause whatsoever from Oxbow Farm use of the Point of Diversion
6. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this 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 the Parties.

7. REVOCABILITY. Parties may revoke this agreement by mutual consent through an instrument in writing, signed by the Parties.
8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Parties and their respective heirs, legal representatives, agents, successors in interest and assigns and shall inure to the benefit of such persons.
9. COOPERATION. Each party agrees to cooperate with the other in preparing and filing the necessary documents, or taking other actions, to properly achieve the purposes of this Agreement.
10. HEADINGS. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
11. NOTICES. Any notice given in connection with the Agreement must be in writing and must be given by personal delivery, overnight delivery, confirmed facsimile or United States certified or registered mail, addressed to the Parties at the following addresses:

OXBOW FARM: OXBOW PARTNERS LLC
 P.O. Box 3093
 IDAHO FALLS, ID 83403

WITH A
 COPY TO:

NEW SWEDEN: THE WOODVILLE CANAL CO.
 7475 S 35 W
 IDAHO FALLS, ID 83402

Notice is deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused.

12. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
13. COUNTERPARTS/FACSIMILE. 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.

14. 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.
15. ATTORNEYS' FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.
16. 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 have each caused their names and seals to be appropriately affixed by duly authorized representatives the day and year first above written.

OxBow PARTNERS LLC

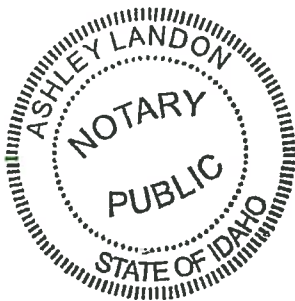
By: Seth Cannon
Its: _____

STATE OF IDAHO)
)ss.
County of Bonneville

On this 22 day of February, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Seth Alan Cannon, known or identified to me to be the partner(s) of OxBow Partners LLC, an Idaho Limited Liability Company, who executed this instrument on behalf of said Limited Liability Company and acknowledged to me that such company 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.

(seal)



Ashley Landon
Notary Public for Idaho
Residing at: Bigby, ID
My commission expires: 11/17/2012

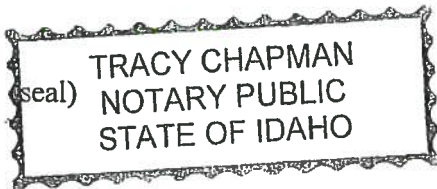
THE WOODVILLE CANAL CO.

By: Doyle A. Ramsey
 Its: _____

STATE OF IDAHO)
)ss.
 County of Bonneville)

On this 7 day of March, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Doyle Ramsey, known or identified to me to be the Secretary of the Woodville Canal Co. who executed this instrument on behalf of said canal company and acknowledged to me that such canal company 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.



Tracy Chapman
 Notary Public for Idaho
 Residing at: Idaho Falls, ID
 My commission expires: March 16, 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____
Woodville Canal Co.

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: OxBow Partners LLC Deed & Agreement with Woodville Canal Company

RECEIVED

MAR 08 2012

Department of Water Resources
Eastern Region

77806