

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No.

77180

**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.
- ☒ ☐ #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).
- ☐ ☒ #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/water/rights/>.
- ☒ ☐ #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.)
- ☐ ☒ #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: \_\_\_\_\_

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Rev. 06/09

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DEPT. OF WATER RESOURCES

SOUTH OF IDAHO

DEPARTMENT OF WATER RESOURCES

Transfer No. \_\_\_\_\_

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Idaho Water Company Phone 208-312-1135

Mailing address 1135 Valley Road South Eden, Idaho 83325 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 Greg Sullivan of Brockway Engineering Phone 208-736-8543

Mailing address 2016 North Washington Street, Suite 4 Twin Falls Idaho 83301 Email greg.sullivan@brockwayeng.com

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

OR

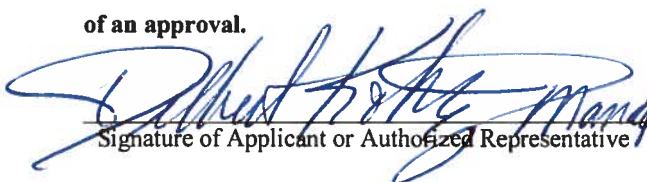
☒ Send original correspondence to the applicant and copies to the representative.

☐ 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.

 Managing member Delbert Holtz 3/31/11  
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

### 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**. Transfer 154.0 acres permanently to new POU with existing well, piping and pivot.  
The 154.0 acres were rented from the Idaho Water Supply Bank for the 2010 growing season. The applicant desires to construct a new well and asks for 5.0 year time limit to construct the new well in accordance to the transfer.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

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

| 1.                                                                          | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input checked="" type="checkbox"/> <input type="checkbox"/> | 43-4112      | 1.0/                  | Irrigation    | 3/15 to 11/15 | Ground Water       |
| <input checked="" type="checkbox"/> <input type="checkbox"/>                | 43-2325      | 1.08/                 | Irrigation    | 3/15 to 11/15 | Ground Water       |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights 2.08 cfs and/or 616 ac-ft

2. Total amount of water proposed to be transferred or changed 2.08 cubic feet per second and/or 616 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 # |
|-------|-----|----|----|----|-----|-----|-----|--------|--------------|---------------------|
|       |     | SW | SW | SW | 29  | 10S | 28E | Cassia | Ground Water |                     |
|       |     | SE | SW | SW | 29  | 10S | 28E | Cassia | Ground Water | New Well            |
|       |     |    |    |    |     |     |     |        |              |                     |
|       |     |    |    |    |     |     |     |        |              |                     |
|       |     |    |    |    |     |     |     |        |              |                     |

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 |             |
| 10S | 28E | 29  |      |    |    |    |      |    |    |    | 32   | 31 | 32 | 31 |      |    |    |    | 96          |
|     |     | 32  |      |    | 28 |    |      |    |    |    |      |    |    |    |      |    |    |    | 28          |
|     |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
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|     |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |

Total Acres (for irrigation use) 154

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES**

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

## 5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing well, pump, piping and pivot.

- b. Who owns the property at the point(s) of diversion? Ken Woodworth

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: \_\_\_\_\_

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

**If yes, ☒** Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: Zions Bank

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: \_\_\_\_\_  
The 154.0 acres will not longer be irrigated by water rights 43-4112, 43-2325 or 43-2009

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: No existing water rights at the proposed POU. The current POU is covered by 43-4112, 43-2325 or 43-2009. Water right 43-2009 is an unreliable surface water right from the Raft River that will be relinquished to the State of Idaho. The relinquishment of 43-2009 will allow ground water rights 43-4112 and 43-2325 to be transferred to the new POU.

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

**Yes    No**

- |                                     |                                     |                                                                                               |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use,                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | currently leased to the Water Supply Bank,                                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently used in a mitigation plan limiting the use of water under the right, or             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

**If yes, describe:** Water rights 43-4112, 43-2325 or 43-2009 are currently leased to the Idaho Water Supply Bank.

All three water rights will be withdrawn from the Idaho Water Supply Bank upon approval of this application.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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

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DEPT. OF WATER RESOURCES  
SOUTHERN REGION

**A. DESCRIPTION OF RIGHT(S) AS RECORDED**

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.  
Insert Part 2A reports into the application following Part 1.

**B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES**

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: \_\_\_\_\_

|                 |                       |                     |          |
|-----------------|-----------------------|---------------------|----------|
| 1. amount _____ | (cfs/ac-ft) for _____ | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |
| amount _____    | for _____             | purposes from _____ | to _____ |

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

| Twp | Rge | Sec | NE 1/4 |    |    |    | NW 1/4 |    |    |    | SW 1/4 |    |    |    | SE 1/4 |    |    |    | Acre Totals |
|-----|-----|-----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|-------------|
|     |     |     | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE |             |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |             |
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|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |             |

Total Acres (for irrigation use) \_\_\_\_\_

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

**Current Water Right No.: 43-2325**

Current Owner: MORRIS HALL  
ESTELLA MC KEE  
PATRICIA BANNER  
NILA BROWN  
RODNEY HALL

Priority Date: 10/15/1948

Origin: Water Right

Status: Water Supply Bank      Active

Basis: Decreed

**Source**

**Tributary**

GROUND WATER

| Beneficial Use | From            | To    | Diversion Rate | Annual Volume |
|----------------|-----------------|-------|----------------|---------------|
| IRRIGATION     | 03/15           | 11/15 | 1.08 CFS       |               |
|                | Total Diversion |       | 1.08 CFS       |               |

**Location of Point(s) of Diversion**

GROUND WATER      SE1/4SW1/4NE1/4      Sec. 24,    Twp 12S,    Rge 26E B.M.  
CASSIA County

**Place of Use**

IRRIGATION Within CASSIA County

|               |      |       |               |      |       |
|---------------|------|-------|---------------|------|-------|
| T12S R26E S13 | NWSE | 39.00 | T12S R26E S13 | SWSE | 39.00 |
| T12S R26E S24 | NWNE | 38.00 | T12S R26E S24 | SWNE | 38.00 |

Total Acres: 154

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**Conditions of Approval:**

1. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 120 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
2. E62 WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.
3. E56 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. E60 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.08 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 616 AF. COMBINED RIGHT NOS.: 43-2325 AND 43-4112

Decreed Date: 6/28/2002

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

**Current Water Right No.: 43-4112**

Current Owner: MORRIS HALL  
ESTELLA MC KEE  
PATRICIA BANNER  
NILA BROWN  
RODNEY HALL

Priority Date: 3/15/1957

Origin: Water Right

Status: Water Supply Bank      Active

Basis: Decreed

|               |                  |
|---------------|------------------|
| <b>Source</b> | <b>Tributary</b> |
| GROUND WATER  |                  |

|                       |                 |           |                       |                      |
|-----------------------|-----------------|-----------|-----------------------|----------------------|
| <b>Beneficial Use</b> | <b>From</b>     | <b>To</b> | <b>Diversion Rate</b> | <b>Annual Volume</b> |
| IRRIGATION            | 03/15 to 11/15  |           | 1 CFS                 |                      |
|                       | Total Diversion |           | 1 CFS                 |                      |

**Location of Point(s) of Diversion**

|               |                 |          |          |              |
|---------------|-----------------|----------|----------|--------------|
| GROUND WATER  | SE1/4SW1/4NE1/4 | Sec. 24, | Twp 12S, | Rge 26E B.M. |
| CASSIA County |                 |          |          |              |

**Place of Use**  
IRRIGATION Within CASSIA County

|                  |      |       |               |      |       |
|------------------|------|-------|---------------|------|-------|
| T12S R26E S13    | NWSE | 39.00 | T12S R26E S13 | SWSE | 39.00 |
| T12S R26E S24    | NWNE | 38.00 | T12S R26E S24 | SWNE | 38.00 |
| Total Acres: 154 |      |       |               |      |       |

**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.      E56      USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.
3.      E60      USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.08 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 616 AF. COMBINED RIGHT NOS.: 43-2325 AND 43-4112
4.      E62      WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.

Page \_\_\_\_\_ of \_\_\_\_\_

Decreed Date: 6/28/2002

# State of Idaho Department of Water Resources Relinquishment of Water Right

I, Del Kohtz of Idaho Water Company, hereby relinquish to the State of Idaho  
all my right, title and interest in and to the Public Waters of the State of Idaho,  
Water Right No. 43-2009.

Signed this 31<sup>st</sup> day of March, 2011,  
Del Kohtz of Idaho Water Company LLC  
Water Right Holder(s)

Subscribed and sworn before me this 31<sup>st</sup> day of  
March, 2011.



Rebecca Prescott  
(Notary Public)

My Commission expires 3-15-2012.

Page \_\_\_\_\_ of \_\_\_\_\_

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

**Current Water Right No.: 43-2009**

**Current Owner:** RODNEY HALL  
MORRIS HALL  
ESTELLA MC KEE  
PATRICIA BANNER  
NILA BROWN

**Priority Date:** 10/19/1928

**Origin:** Water Right

**Status:** Water Supply Bank      Active

**Basis:** Decreed

**Source**

RAFT RIVER

**Tributary**

SNAKE RIVER

**Beneficial Use**

IRRIGATION

**From To**

03/15 to 11/15

**Diversion Rate**

2.98 CFS

**Annual Volume**

Total Diversion

2.98 CFS

**Location of Point(s) of Diversion**

RAFT RIVER

SE1/4SW1/4NE1/4

Sec. 24, Twp 12S, Rge 26E B.M.

CASSIA County

**Place of Use**

IRRIGATION Within CASSIA County

T12S R26E S13

NWSE

39.00

T12S R26E S13

SWSE

39.00

T12S R26E S24

NWNE

38.00

T12S R26E S24

SWNE

38.00

Total Acres: 154

**Conditions of Approval:**

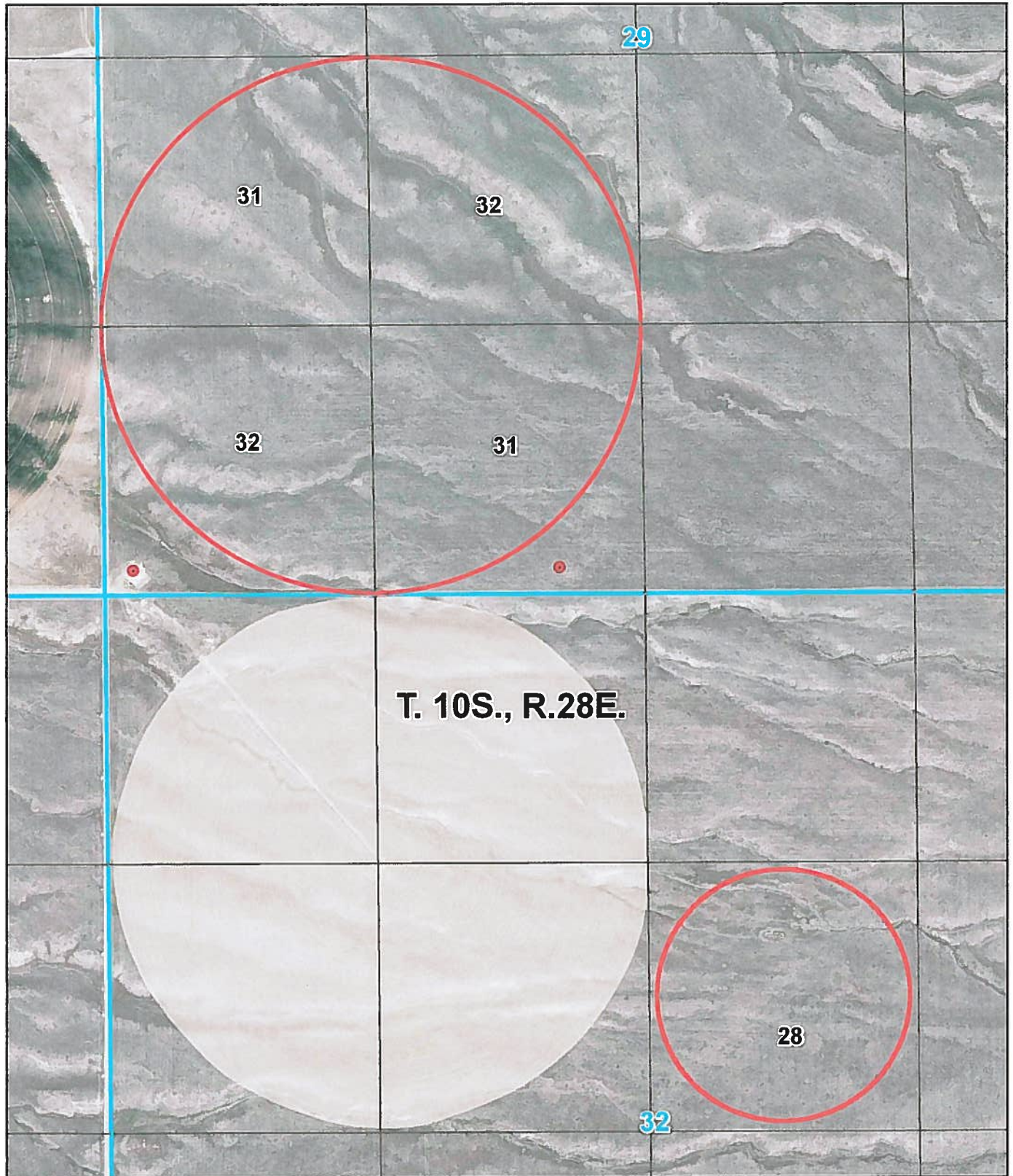
1.      K06      THIS RIGHT IS LIMITED TO THE IRRIGATION OF 149 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
2.      E56      USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.
3.      E62      WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.
4.      C18      THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Page \_\_\_\_\_ of \_\_\_\_\_

Decreed Date: 6/28/2002

RECEIVED  
APR 04 2011  
DEPT. OF WATER RESOURCES  
SOUTHERN REGION

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.  
 Received by \_\_\_\_\_ Date 4/6/11 Prelim. Check by \_\_\_\_\_ Date \_\_\_\_\_  
 Fee Paid 330.00 Date 4/6/11 Received by BW Receipt # 5031872  
 Add'l Fee Paid \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

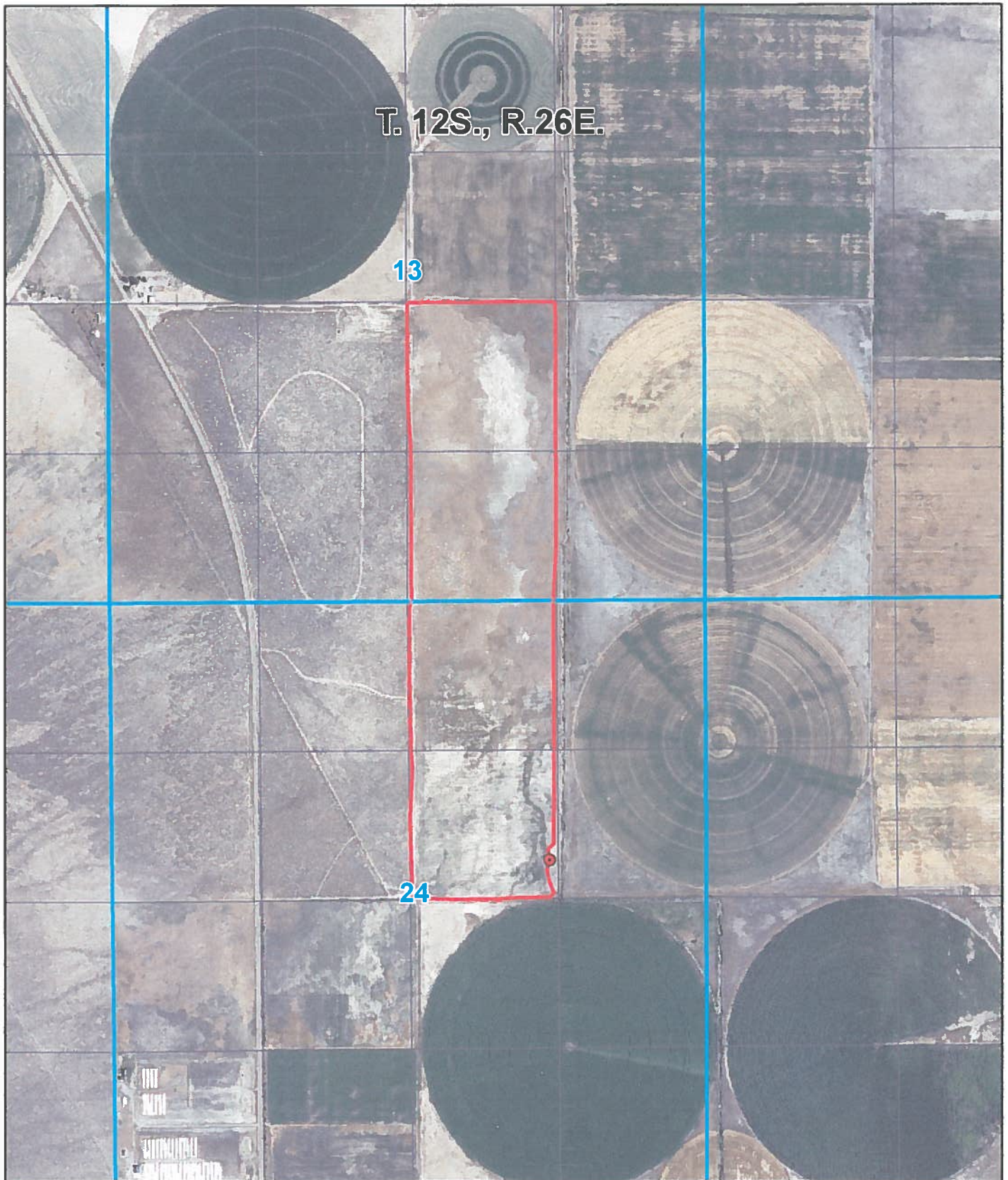


**WOODWORTH, KEN  
TRANSFER MAP  
NAIP 2009 AERIAL**

**Legend**

- QQ lines
- Point of Diversions
- Sections
- Proposed POU = 154 AC.

BROCKWAY ENGINEERING, PLLC.  
ALR - MARCH 28, 2011



1 inch equals 1,200 feet

**WOODWORTH, KEN  
WATER BANK 43-2325, 43-4112  
NAIP 2009 AERIAL**

**Legend**

-  Water\_Right\_POD's
-  Water\_Rights\_POU
-  Sections
-  QQ lines

BROCKWAY ENGINEERING, PLLC.  
ALR - MARCH 28, 2011



295001

## SPECIAL WARRANTY DEED

#38174.1

For Value Received

**Marlene Myers, a married woman contracting with her sole and separate property**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

**Cleft of the Rock Farms, a partnership**

**Address: HC 76 Box 1210  
American Falls, Idaho 83211**

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,  
CASSIA COUNTY, IDAHO

Section 26: S½NE¼, SE¼

EXCEPTING THEREFROM that portion deeded to the Burley Highway District  
by Warranty Deed dated May 18, 1935 and recorded August 17, 1935  
as Instrument No. 116546 in Book 39 of Deeds, Page 551, records of  
Cassia County, Idaho.

Section 27: SE¼

Section 28: NW¼, N½SW¼; excepting that portion lying within radius of center pivot

Section 29: ALL

Section 32: N½, SE¼, E½SW¼, NW¼SW¼

Section 34: E½

Section 35: E½, S½NW¼, SW¼

EXCEPTING THEREFROM that portion deeded to the Burley Highway District  
by Warranty Deed dated May 18, 1935 and recorded August 17, 1935  
as Instrument No. 116546 in Book 39 of Deeds, Page 551, records of  
Cassia County, Idaho.

228

FILED EFFECTIVE

# CANCELLATION OR AMENDMENT OF CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. Instructions are included on the back of the application.)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-507 and 53-508, Idaho Code, the undersigned gives notice of the action(s) indicated below:

1. The assumed business name is: Cleft of the Rock Farms
2. The assumed business name was filed with the Secretary of State's Office on Mar 9 1998 as file number D12917
3. ☐ Cancellation. The persons who filed the certificate no longer claim an interest in the above assumed business name and cancel the certificate in its entirety.
4. ☐ The assumed business name is amended to: \_\_\_\_\_
5. ☒ The true names and business addresses of the entity or individuals doing business under the assumed business name are amended as follow:

| Add:                                | Delete:                             | Name:                   | Address:                                         |
|-------------------------------------|-------------------------------------|-------------------------|--------------------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Delmar Woodworth</u> | <u>735 Calder Avenue American Falls ID 83211</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <u>Cinda Woodworth</u>  | <u>51 N 3350 E American Falls ID 83211</u>       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                   | _____                                            |

6. ☐ The type of business is amended to read:
 

|                                          |                                        |                                                              |
|------------------------------------------|----------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Retail Trade    | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Agriculture   | <input type="checkbox"/> Finance, Insurance, and Real Estate |
| <input type="checkbox"/> Services        | <input type="checkbox"/> Construction  | <input type="checkbox"/> Mining                              |
7. ☒ The name and address to which future correspondence should be addressed is changed to read:  
Cleft of the Rock Farms 51 N 3350 E American Falls Idaho 83211

8. Name and address for this acknowledgment copy is:

Cleft of the Rock Farms51 N 3350 EAmerican Falls Idaho 83211Signature: Kenneth WoodworthPrinted Name: Kenneth WoodworthCapacity: General Partner

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Secretary of State use only

IDAHO SECRETARY OF STATE  
 03/07/2011 05:00  
 CK: 622689 CT: 172899 BH: 1263847  
 1 @ 10.00 = 10.00 ASSUM AMEN # 2

sbrn\_amend.pmd Rev. 07/2010

D 12917

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

IN THE MATTER OF WATER RIGHT  
NO. 43-2009, 43-2325 & 43-4112  
FOR IRRIGATION

)  
)  
)  
COMMENTS AND  
EVIDENCE OF  
ROGER MUSSER

COMES NOW, Roger Musser, and provides the following comments and evidence in this matter:

1. I am the current Water Master for Water District 43C.
2. I am familiar with the property located in Section 26, 25, 35 and 36, T. 02 N., R. 17 E., B.M., as shown in Exhibit A attached to this affidavit, hereafter known as the "Property."
3. The said Property is owned by the Hall family and managed by Rodney Hall.

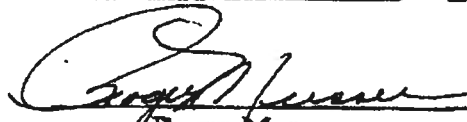
4. Surface water for water right 43-2009 has been available from the Raft River for beneficial use as irrigation for the following years.

*I have been water master for the past seven (7) years and at no time during the irrigation season has there been enough water to fill any portion of water right 43-2009*

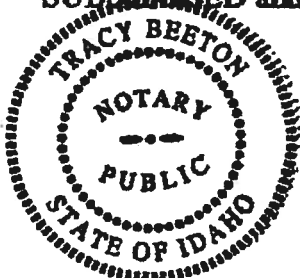
5. Other comment pertaining to water right 43-2009, 43-2325 and 43-4112.

*When upstream priority dates are called for a water right of 1928 is nonexistent*

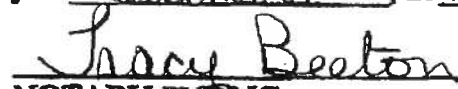
DATED this 7 day of December, 2010.

  
Roger Musser

SUBSCRIBED and SWORN to before me



this 7th day of December, 2010.

  
NOTARY PUBLIC  
Residing at: Bannock County  
My Commission Expires: April 9, 2011

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

**THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT** ("Agreement") is made and entered into this 10 day of March, 2011 ("Effective Date"), by and between Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Road, So. Eden, Idaho 83325 (hereinafter "Seller") and Cleft of the Rock Farms, whose address is 51No 3350E, American Falls, Idaho 83211 (hereinafter "Buyer"). Del Kohtz is a principal of Seller and hereby discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer.

### RECITALS

A. Seller has the contractual right to purchase certain decreed water rights designated as Right Nos. 43-4112, 43-2325 and 43-2009 in the records of the Idaho Department of Water Resources ("Department"). Water Right Nos. 43-4112, 43-2325 and 43-2009 authorize diversion of surface water and ground water for irrigation at a total combined diversion rate of 2.08 cfs and a total annual diversion volume of 616 acre-feet per acre per year for irrigation of 154 acres as more particularly described on the water right reports attached hereto as Exhibit A. (Hereinafter, the "Water Rights").

C. Buyer wishes to purchase the Water Rights and to change the point of diversion and place of use thereof to Buyer's property for irrigation purposes ("Transfer").

D. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the sums to be paid by Buyer to Seller, and the covenants and conditions set forth below, the parties hereby agree as follows:

1. Purchase and Sale. Seller, in consideration of the terms contained herein, agrees to sell and convey to Buyer and Buyer does hereby agree to buy from Seller the Water Rights. No land is included in this Agreement.

2. Purchase Price. The purchase price for the Water Rights is [REDACTED] [REDACTED] ("Purchase Price"), which is based on [REDACTED] per acre each of the 154 acres currently authorized to be irrigated under the Water Rights. The Purchase Price shall be payable as follows:

a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deliver to Seller the sum of [REDACTED] [REDACTED] as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at Closing, and shall be refundable in the event of the non-occurrence of a condition precedent which has not been waived by Buyer, or the failure to close is caused by Seller.

b. Balance of Purchase Price. The balance of the Purchase Price, being [REDACTED] [REDACTED] shall be due and payable to Seller at Closing.

c. Adjustment to Purchase Price. Seller and Buyer acknowledge that the Purchase Price is based upon [REDACTED] per each of the 154 irrigated acres to which the Water Rights are appurtenant, which in turn is based upon an assumed transferable volume of 4 acre-feet and a transferable combined diversion rate of 0.02cfs per each of such 154 irrigated acres. If the Department approves the Transfer but with conditions limiting the total annual diversion volume to less than four acre-feet per acre or 0.02 cfs per acre, and provided Buyer has waived the conditions precedent herein, then the parties agree that the purchase price will be adjusted based on the number of acres that could be supplied four acre-feet per acre given the total annual diversion volume authorized to be diverted by the Transfer multiplied by [REDACTED]. By way of example, if the Department approves the transfer, but only authorizes a total annual diversion volume of 600 acre-feet or total combined diversion rate of 1.76 cfs, then the total Purchase Price will be reduced [REDACTED]. Provided that the portion of Buyer's rental payment actually paid to the Water Bank to rent the Water Rights during the 2011 irrigation season in the amount of [REDACTED] as contemplated in Section 4 below shall be credited towards the Purchase Price at Closing, it being understood that the portion of the rental payment in the amount of [REDACTED] constitutes an administrative charge and shall not be credited towards the Purchase Price.

3. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Within thirty (30) days following the Effective Date,

Seller shall file with the Department an application to transfer the Water Rights in Seller's name using Buyer's place of use and point of diversion; provided however, that Buyer shall be responsible for the costs to prepare, file and prosecute the Transfer application with the Department, including all consultant fees for preparation of the Transfer application, calculation of mitigation, and Buyer's attorney fees in the case of protests and hearings on the Transfer. Buyer and Seller shall use best efforts to obtain timely Transfer approval. Buyer authorizes Seller to make needed changes to the Transfer application to facilitate the process of transferring the water provided such changes made will not materially change the amount of money Buyer has to pay, or the amount of water Buyer receives.

4. Conditions Precedent. The Closing and Buyer's obligation to purchase the Water Rights are subject to: (i) Buyer securing a loan for the balance of the Purchase Price; (ii) acceptance of the Water Rights for lease to the Idaho Water Resource Board Water Bank ("Water Bank") and Buyer's rental of the Water Rights from the Water Bank for 2011; and (iii) Department approval of the Transfer authorizing diversion and use of 616 acre-feet per annum and a combined diversion rate of 2.08 cfs for irrigation use on Buyer's property on or before December 31, 2011. If the Department does not approve the transfer for the reasons that the Water Rights are abandoned or forfeited in whole or in part, or have not been fully beneficially used, Buyer agrees that Seller may have thirty days after the Department's determination in which to identify other water rights of equal priority and source to substitute for the Water Rights and to refile a transfer application with the Department. The Closing, and Seller's obligation to sell the Water Rights, are subject to Seller's closing of the purchase of the Water Rights under Seller's Option.

5. Termination: If the foregoing conditions precedent are neither satisfied nor waived by Buyer, or in the event of any default by Seller, and provided Buyer is not in default hereunder, Buyer may terminate this Agreement by giving written notice of termination to Seller, and Buyer shall be entitled to return of the Earnest Money. Buyer also may terminate this Agreement prior to issuance of an order approving or denying the Transfer, if Buyer determines, in Buyer's sole discretion, not to go forward with the Transfer based on the cost of the transfer process, anticipated conditions of IDWR's approval of the Transfer (other than the transferrable quantity conditions set forth in section 4 above) or the probability of success of the Transfer Buyer. In such case, upon written notice to Seller, Buyer may halt the Transfer process and terminate this Agreement with no liability to Seller other than for all costs and attorney fees

incurred in preparing, filing and prosecuting the Transfer up until the time the transfer is withdrawn; provided further however, that if Buyer terminates this Agreement for any such reasons, Seller shall only be required to return to Buyer [REDACTED] of the Earnest Money, and shall be entitled to retain the balance thereof, in the amount of [REDACTED] as consideration for Seller entering into this Agreement.

6. Buyer's Waiver of Transfer Approval. Provided the condition precedent to Seller's obligation to close has been met, Buyer has the right to waive the Transfer approval condition precedent and close the Water Rights purchase, to the extent that the Department's Transfer Approval reduces the rate or annual volume authorized to be diverted at Buyer's point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval nevertheless to be sufficient for Buyer's intended use. If Buyer so waives such condition precedent, then Buyer shall remain obligated to pay the Purchase Price subject to any adjustments to the Purchase Price provided for above. If Buyer completes the Closing of this transaction, all conditions precedent shall be deemed waived.

7. Closing. Closing shall occur within thirty (30) days following Department approval of the Transfer. Possession and use of the Water Right passes to Buyer on Closing. At Closing, the Buyer shall deliver the Purchase Price to the Seller, less any permitted adjustments, and Seller shall provide Buyer with a fully executed Special Warranty Deed substantially in the form attached hereto as Exhibit B conveying the Water Rights to Seller.

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

9. Binding. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

10. As-Is. Except as to the warranties contained in the Special Warranty Deed to be delivered by Seller at Closing Seller has not made and does not hereby make any representations, warranties or guaranty of any kind concerning the Water Rights or their fitness for Buyer's intended purposes, or any purpose. Buyer acknowledges that Buyer is relying solely on its own investigation of the Water Right.

11. Mitigation. Seller has no control over the amount of mitigation or "write-down" the Department may require in approving Buyer's particular Transfer, and therefore, the Purchase Price Buyer pays is based on the amount of water transferred out of the original Water Right. Buyer understands that all mitigation rights provided by Seller and all reach credits that may be accrued by this transfer shall remain the property of Seller.

12. Entire Agreement. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Rights, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

13. Modification. No modification of this Agreement shall be valid unless the same is in writing and signed by both parties.

14. Essence of Time. Time is of the essence to this Agreement.

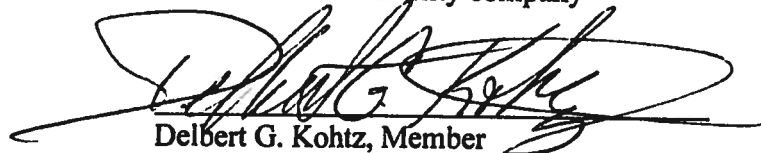
15. Notices. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.

16. Counterparts. This Agreement may be executed in counterparts.

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

**SELLER**

Idaho Water Company LLC,  
an Idaho limited liability company



Delbert G. Kohtz, Member

**BUYER** *Cleet of the Rock Farms*

*by*



*Kenneth W. Wadsworth* PTR

**EXHIBIT A**  
**(Water right reports)**

2002 JUN 28 PM 02:00  
DISTRICT COURT - SRBA  
TWIN FALLS CO., IDAHO  
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
Case No. 19576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 43-04112

NAME AND ADDRESS: ESTELLA M HALL  
J DEWARD HALL  
BOX 1200  
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 1.00 CFS

WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE  
THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2809, 43-2325,  
AND 43-4112.  
USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED  
DIVERSION RATE OF 2.00 CFS AND TO A TOTAL COMBINED ANNUAL  
DIVERSION VOLUME OF 616 AF. COMBINED RIGHT NOS.: 43-2325 AND  
43-4112

PRIORITY DATE: 03/15/1957

POINT OF DIVERSION: T12S R26E S24 SESEWE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY |
|-------------------------------|----------------|----------------|----------|
|                               | Irrigation     | 03-15 TO 11-15 | 1.00 CFS |

| PLACE OF USE: | Irrigation                        | Within Cassia County |
|---------------|-----------------------------------|----------------------|
|               | T12S R26E S13 NWSE 39.0 SWSE 39.0 |                      |
|               | S24 NWSE 38.0 SWNE 38.0           |                      |
|               | 154.0 Acres Total                 |                      |

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON.  
COMBINED RIGHT NOS. 43-2809, 43-2325, AND 43-4112.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 43-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance  
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a  
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final  
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

*Roger Burdick*

Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication

2002 JUN 28 PM 02:00  
DISTRICT COURT - SRBA  
TWIN FALLS CO., IDAHO  
FILED \_\_\_\_\_

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
Case No. 39576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 43-02325

NAME AND ADDRESS: ESTHILLA N HALL  
J DEWARD HALL  
BOX 1200  
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 1.08 CFS

WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE  
THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2009, 43-2325,  
AND 43-4112.  
USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED  
DIVERSION RATE OF 2.08 CFS AND TO A TOTAL COMBINED ANNUAL  
DIVERSION VOLUME OF 616 AF. COMBINED RIGHT NOS.: 43-2325 AND  
43-4112

PRIORITY DATE: 10/15/1948

POINT OF DIVERSION: T12S R26E S24 SE3/4 Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY |
|-------------------------------|----------------|----------------|----------|
|                               | Irrigation     | 03-15 TO 11-15 | 1.08 CFS |

| PLACE OF USE: | Irrigation        | Within Cassia County |
|---------------|-------------------|----------------------|
|               | T12S R26E S13     | NW3/4 39.0           |
|               | S24               | SW3/4 39.0           |
|               | 154.0 Acres Total | NW3/4 38.0           |

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON.  
COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 120 ACRES WITHIN  
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

**RULE 54(b) CERTIFICATE**

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication

2002 JUN 28 PM 02:00  
DISTRICT COURT - SRBA  
TWIN FALLS CO., IDAHO  
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
Case No. 19576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 43-02009

NAME AND ADDRESS: ESTELLA M HALL  
J DEWARD HALL  
BOX 1200  
MALTA, ID 83342

SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.98 CFS

WHEN COMBINED THE FOLLOWING RIGHTS SHALL PROVIDE NO MORE  
THAN .02 CFS PER ACRE. COMBINED RIGHT NOS. 43-2009, 43-2325,  
AND 43-4112.

PRIORITY DATE: 10/19/1928

POINT OF DIVERSION: T12S R26E S24 SE30NE Within Cassia County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY |
|-------------------------------|----------------|----------------|----------|
|                               | Irrigation     | 03-15 TO 11-15 | 2.98 CFS |

| PLACE OF USE: | Irrigation        |           | Within Cassia County |
|---------------|-------------------|-----------|----------------------|
|               | T12S R26E S13     | NWSE 39.0 | SWSE 39.0            |
|               | S24               | NWNE 38.0 | SWNE 38.0            |
|               | 154.0 Acres Total |           |                      |

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
OF A COMBINED TOTAL OF 154 ACRES IN A SINGLE IRRIGATION SEASON.  
COMBINED RIGHT NOS. 43-2009, 43-2325, AND 43-4112.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 149 ACRES WITHIN  
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412 (6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance  
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a  
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final  
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
Roger Burdick  
Presiding Judge of the  
Snake River Basin Adjudication

**AGREEMENT FOR PURCHASE AND SALE OF  
REAL AND PERSONAL PROPERTY**

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of February, 2011 by and between Idaho Water Company, LLC, an Idaho limited liability, company acting through its authorized member, Delbert G. Kohtz, of 1135 Valley Road, Eden, Idaho 83325, hereinafter referred to as "Buyer"; and Rodney N. Hall of P.O. Box 631, Malta, Idaho 83342; Patricia A. Banner of 4158 Bennion Road, Taylorsville, Utah 84119; D. Morris Hall of 1781 So. Highway 81, Malta, Idaho 83342; Nila R. Brown of 2210 No. Glennfield Way, Meridian, Idaho 83636; and Estella H. McKee of Box 760031, Tredell, Utah 84076-0031, all parties are either single or they are married and they are dealing with their sole and separate property, hereinafter collectively referred to as "Seller".

**WITNESSETH:**

That in consideration of the promises, agreements and stipulations herein contained and the payments to be made as hereinafter specified, the parties agree as follows:

1. Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the following described real property, hereinafter the "real property" situated in the County of Cassia, State of Idaho more particularly described as follows:

Township 12 South Range 26 East of the Boise Meridian:  
SECTION 13: NW1/4SE1/4, SW1/4SE1/4; and,  
SECTION 24: NW1/4NE1/4, SW1/4NE1/4

Together with all and singular the fixtures, rights, interests, privileges, hereditaments, easements and appurtenances thereto and improvements located thereon including, without limitation, all water rights appurtenant to the land. Exhibit 1 contains a list of the adjudicated water rights, described as Idaho Department of Water Resources license Numbers, 43-2009, 42-2325 and 43-4112.

Also sold are certain items of equipment, described on EXHIBIT 2 hereinafter the "personal property".

2. **PURCHASE PRICE:** The purchase price for the said real and personal property is [REDACTED] The purchase price shall be paid as follows:

(a) Earnest Money: Buyer shall make a payment of earnest money payment of [REDACTED] upon the execution of this agreement by Buyer. Said funds will be paid to and held by [REDACTED] Title and Escrow, Inc., Burley, Idaho pursuant to this agreement, who shall also serve as closing agent. At closing, the earnest money will be applied to amount due from Buyer.

(b) Balance Due: The balance due of [REDACTED] shall be paid by Buyer to Seller in cash, lawful money of the United State of America, in full at closing.

(c) Allocation of Price. The sum of [REDACTED] shall be allocated to the real property and the balance to the personal property.

3. PRORATION OF TAXES: All real and personal property taxes as well as any and all other assessments levied against the land shall be prorated to the date of closing. The Seller will have responsibility to all such taxes and assessments up to date of closing. Buyer shall pay all property taxes and other assessments levied against the real property and improvements thereon, commencing from the date of closing.

4. WATER RIGHTS: The parties believe that all water rights that pertain to this property have been adjudicated and decreed by the Snake River Basin Adjudication Court (SRBA) Area 7, Basin 43 and they are described on Exhibit 1. They further believe that the Idaho Department of Water Resources (IDWR) has accepted these Water Rights in the Idaho State Water Bank and they can be used by Buyer without limitation. However, it is understood that the Buyer has made a complete, comprehensive and independent study of the Water Rights and is not relying upon any representation of Seller or any agent of Seller as to the nature and/or validity of the Water Rights nor whether such rights can be transferred for other uses. Seller expressly does not warrant the validity, nature and extent of the water rights appurtenant to the land sold.

5. COMMISSION: Delbert G. Kohtz is a licensed Realtor and this transaction is for his own account. It is agreed that no commission is due from any party as a result of the sale herein described. Each party agrees to indemnify, defend (with legal counsel of their respective choice) and hold the other party harmless from and against any and all costs, expenses and liabilities for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of such party, including but not limited to attorneys' fees and court costs.

6. SELLER'S WARRANTIES: To induce Buyer to enter into this Agreement, Seller makes the following warranties and representations, all of which (a) shall also be true and correct as of the date of closing and (b) shall survive the closing of this Agreement:

(a) Authority. Seller has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) Title. Seller has sole ownership and possession of all right, title and interest in and to the real and personal property. Seller now has and will have at closing good and indefeasible title in fee simple to the real and personal property and no person has or shall have any right title or interest in, or to acquire, the real and personal property.

(c) No Violation. Seller's performance of its obligations under this Agreement will not violate any provision of any agreement or judicial order to which Seller is a party or to which the real or personal property is subject.

(d) No Consent. No consent, approval, authorization, registration, qualification, designation, filing or declaration is required in connection with the execution, delivery and performance of this Agreement by Seller.

(e) Litigation. There is no equitable, legal, or administrative suit, action, arbitration, or other proceeding pending or threatened against or affecting the real or personal property.

(f) Liens. All persons and entities supplying labor, services, materials and equipment to the real property have been paid and there are no claims or liens.

(g) Condemnation. There are no condemnation proceedings pending, or to Seller's knowledge, contemplated against the real or personal property, or any part thereof, and the Seller has received no notice, oral or written, of the intent or desire of any public authority or public utility to take or use the real or personal property or any part thereof.

(h) Permitted Encumbrances. At closing, the real and personal property shall be free and clear of all encumbrances except Permitted Encumbrances (hereinafter defined).

(i) Other Agreements. There are no lease, license, supply, service or concession agreements or other agreements relating to the real or personal property.

(j) Parties in Possession. There are no parties in possession of any portion of the real or personal property, whether as lessees, tenants at sufferance, trespassers, or otherwise.

(k) Pending Actions. There are no proposed or pending changes in zoning or roadway, water, sewer, or other construction affecting any portion of the real property. There are, and will be, no special taxes or assessments for any improvements, made or installed on the real or personal property prior to the closing and in the event that any such item has not been paid for or in the event that any special assessments are now or hereafter imposed, levied, or fixed by reason of the installation of the foregoing, same will be paid by Seller whether or not the same are a lien at the time of closing, notwithstanding anything to the contrary in this Agreement.

(l) Full Disclosure. All statements made and all information given to the Buyer, including any schedules and exhibits related to this Agreement, are true and accurate in every material respect, and no material fact has been withheld from the Buyer.

7. BUYER'S INSPECTION. Buyer acknowledges that Buyer has personally inspected the real property, including the associated water rights, and personal property, being sold hereunder and that Buyer is competent to make such inspection and evaluations. Buyer acknowledges that Buyer relies solely and entirely on its own evaluations, examination and inspection as to the condition of the subject property. Except as otherwise set forth in this Agreement, all property purchased pursuant to this Agreement is purchased "as is" and Seller specifically disclaims the making of any warranty, express or implied, including but not limited to any warranty that the property covered by this contract is merchantable or fit for any particular purpose.

8. POSSESSION OF THE REAL AND PERSONAL PROPERTY AND RISK OF LOSS: Possession of the real and personal property and risk of loss shall remain with Seller until closing. Possession and all risk of loss pass to Buyer at closing.

9. ATTORNEY'S FEES: Should it be necessary for either party to employ an attorney to enforce the terms of this agreement, either judicially or non-judicially, then it is agreed that the prevailing party, in addition to any other relief obtained, shall also be entitled to its reasonable attorney fees.

10. BINDING EFFECT OF CONTRACT: The terms, conditions and provisions hereof shall inure to and be binding upon the respective successors, heirs, personal representatives, and assigns of the parties.

11. TITLE INSURANCE, CLOSING AND COSTS. Within ten (10) business days after the date of this Agreement, Seller, at its sole expense, shall provide Buyer with a title commitment and searches of the appropriate Uniform Commercial Code records showing title to the real and personal property to be free and clear from all security interests, restrictions, liens and encumbrances and if not objected to by Buyer at least five (5) days prior to closing, all of the items reflected on the title commitment and Uniform Commercial Code records shall be and are referred to herein as the "Permitted Encumbrances." Buyer shall give Seller written notice of all security interests, restrictions, liens, encumbrances, encroachments, and easements reflected on the title commitment and Uniform Commercial Code records that constitute, in Buyer's sole opinion, objections to title (hereinafter referred to as the "Objectionable Encumbrances"). If Seller is unable to cure or remove the Objectionable Encumbrances to the satisfaction of Buyer at or prior to closing, Buyer shall have the right to terminate this Agreement by giving Seller written notice thereof. Upon the receipt of such notice, the earnest money shall be refunded to Buyer immediately and thereupon neither party shall have any further rights, duties, or obligations hereunder. Seller covenants and agrees to deliver to Buyer at closing the following instruments, properly executed and acknowledged: (a) a warranty deed in proper form for recording to convey to Buyer good and indefeasible fee simple title in and to the real property, subject only to the Permitted Encumbrances; (b) a Bill of Sale conveying to Buyer good and indefeasible fee simple title in and to the personal property with covenants and warranties of title free and clear of all security interest, liens, and encumbrances; (c) an affidavit regarding Seller's identity for the purposes of Section 1445 of the Internal Revenue Code; and (d) a title insurance policy in the amount of the purchase price, insuring Buyer's indefeasible fee simple title to the real property, subject only to the Permitted Encumbrances. Seller shall pay the cost of the title insurance policy. Buyer and Seller will share the other closing costs. The cost of any surveys and appraisals made by or at the request of Buyer shall be the responsibility of the Buyer. Closing will occur at Land Title and Escrow, Burley, Idaho and will also occur not later than one hundred and twenty (120) days from the date hereof.

12. CONDITIONS TO CLOSE: The obligation of Buyer to purchase the real and personal property is subject to the satisfaction of each of the following conditions: (a) the representations and warranties of Seller set forth in this Agreement are true, complete, and accurate as of the date of this Agreement and as of the date of closing; (b) Seller has performed all requirements of the title company as set forth in the title commitment, and all obligations, covenants, and agreements to be performed by Seller prior to closing as set forth in this Agreement; (c) the title insurer is unconditionally prepared to issue to Buyer at closing, an Owner's Extended Coverage Title Policy ("Title Policy") in the full amount of the purchase price, insuring fee simple title to the real property to be vested in Buyer together with endorsements requested by Buyer (any such endorsements to be paid by Buyer), subject only to the Permitted Exceptions; and (d) there has been no material adverse change in the condition of the real or personal property. If any or all of the foregoing conditions are not satisfied as of closing, then Buyer may, on written notice to Seller, terminate this Agreement, and it shall be null and void for all purposes and the earnest money shall be returned to Buyer. Alternatively, Buyer may waive, as a condition precedent to closing, compliance with any or all of the conditions set forth above, by written notice to Seller or proceed to closing without waiving the failure of such condition(s) and pursue Buyer's remedies for Seller's default as set forth in this Agreement.

13. ENTIRE AGREEMENT: This represents an entire agreement. It is agreed that there are no terms other than those contained in this agreement. Also, previous agreements or understandings, if any, are all superseded by this agreement. Also, all covenants, representations, warranties and indemnities herein contained survive closing and are not merged with the deed.

SALE AGREEMENT, PAGE 4  
1083643\_2 [6131-48]

14. TAX AND LEGAL CONSEQUENCES: It is understood and agreed that each party hereto has relied upon his own legal and/or tax consultant or representative and not upon any representations of the other party as to the legal and or tax consequences of this agreement.

15. BUYER'S REMEDIES REGARDING CLOSING: If Seller breaches any of its representations, warranties, covenants, or obligations under this Agreement, Buyer shall give ten (10) days' written notice to Seller of such breach. If Seller's default is not cured within ten (10) days of receipt of such notice, Buyer, at Buyer's option, may do any or all of the following: (i) terminate this Agreement and receive a refund of the earnest money, (ii) seek specific performance, and (iii) pursue any other rights and remedies available at law or equity.

16. SELLER'S REMEDIES REGARDING CLOSING: If Buyer breaches any of its representations, warranties, covenants, or obligations under this Agreement, Seller shall give ten (10) days' written notice to Buyer of such breach. If Buyer's default is not cured within ten (10) days of receipt of such notice, Seller, at Seller's option, may: (i) terminate this Agreement and keep the earnest money as liquidated damages as Seller's sole and exclusive remedy for Buyer's default, (ii) seek specific performance, or (iii) pursue any other rights and remedies available at law or equity.

17. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

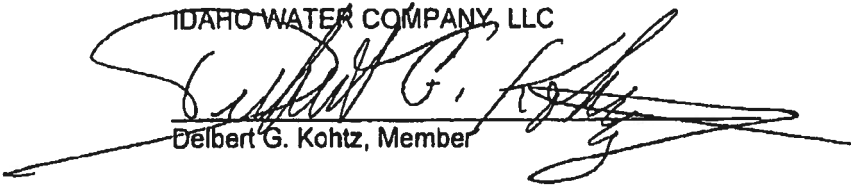
18. INVALID PROVISIONS: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

[Signatures and acknowledgments appear on following pages]

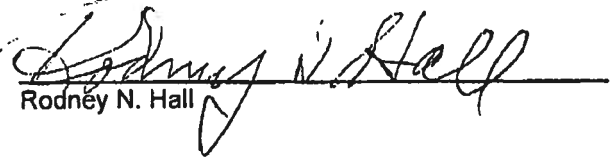
IN WITNESS WHEREOF the parties have executed this instrument, in duplicate, on the  
Day and year first above written.

"BUYER"

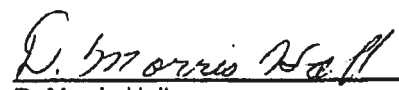
IDAHO WATER COMPANY, LLC

  
Delbert G. Kohtz, Member

"SELLER"

  
Rodney N. Hall

\_\_\_\_\_  
Patricia A. Banner

  
D. Morris Hall

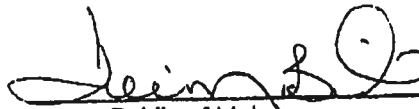
\_\_\_\_\_  
Nila R. Brown

\_\_\_\_\_  
Estella H. McKee

STATE OF IDAHO )  
County of CASSIA ) SS.

On this 28<sup>th</sup> day of February, 2011, before me the undersigned Notary Public in and for said state, personally appeared Rodney N. Hall known or Identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

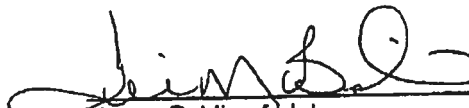
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public of Idaho  
Residing at Idaho  
Commission Expires: 2-3-14

STATE OF IDAHO )  
County of CASSIA ) SS.

On this 28<sup>th</sup> day of February, 2011, before me the undersigned Notary Public in and for said state, personally appeared D. Morris Hall known or Identified to me to be the person whose name is subscribed to the within and foregoing 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 first above written.

  
Notary Public of Idaho  
Residing at Idaho  
Commission Expires: 2-3-14

IN WITNESS WHEREOF the parties have executed this instrument, in duplicate, on the  
Day and year first above written.

☐BUYER☐

IDAHO WATER COMPANY, LLC

\_\_\_\_\_  
Delbert G. Kohtz, Member

☐SELLER☐

\_\_\_\_\_  
Rodney N. Hall

\_\_\_\_\_  
*Patricia A. Banner*  
Patricia A. Banner

\_\_\_\_\_  
D. Morris Hall

\_\_\_\_\_  
Nila R. Brown

\_\_\_\_\_  
Estella H. McKee

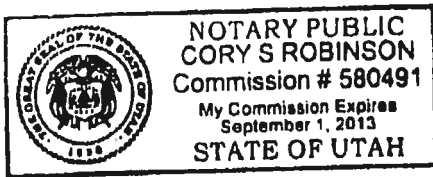
<http://webmailb.juno.com/webmail/new/7?userinfo=5ab832f2c0859646b3178a10cd750fc7...> 2/21/2011

STATE OF UTAH )

) SS.  
County of Salt Lake

On this 23<sup>rd</sup> day of February, before me the undersigned Notary Public in and for said state, personally appeared Patricia A. Banner known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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



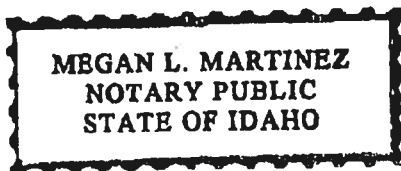
[Signature]  
Notary Public of Utah  
Residing at  
Salt Lake  
Commission Expires:  
Sept 1, 2013

STATE OF IDAHO )

) SS.  
County of Cassia

On this 1<sup>st</sup> day of March, 2011, before me, a Notary Public in and for said state, personally appeared Delbert G. Kohtz, known or identified to me to be the member in the limited liability company of Idaho Water Company, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



[Signature]  
Notary Public of Idaho  
Residing at  
Burley  
Commission Expires:  
5/27/2014

<http://webmailb.juno.com/webmail/new/7?userinfo=5ab832f2c0859646b3178a10cd750fc7...> 2/21/2011

"BUYER"

IDAHO WATER COMPANY LLC

\_\_\_\_\_  
Delbert G. Kohtz, Member

"SELLER"

\_\_\_\_\_  
Rodney N. Hall

\_\_\_\_\_  
Patricia A. Banner

\_\_\_\_\_  
D. Morris Hall

\_\_\_\_\_  
Nila R. Brown

Estella H. McKee  
Estella H. McKee

STATE OF IDAHO            )  
                                      ) SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me the undersigned Notary Public in and for said state, personally appeared Rodney Hall known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

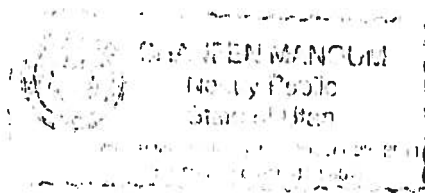
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SALE AGREEMENT, PAGE 6

STATE OF UTAH )  
 ) SS.  
County of Uintah )

On this 14<sup>th</sup> day of February, 2011 before me the undersigned Notary Public in and for said state, personally appeared Estella H McKee known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me 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.



Sharon Mangum  
Notary Public for Utah  
Residing at Vernal, Ut  
Commission Expires: 10-23-11

STATE OF UTAH )  
 ) SS.  
County of )

On this \_\_\_\_ day of \_\_\_\_\_, before me the undersigned Notary Public in and for said state, personally appeared Patricia A. Banner known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me 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.

\_\_\_\_\_  
Notary Public of Utah  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, before me the undersigned Notary Public in and for said state, personally appeared Delbert G. Kohtz for Idaho Water Company LLC known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

SALE AGREEMENT, PAGE 8

IN WITNESS WHEREOF the parties have executed this instrument, in duplicate, on the  
Day and year first above written.

"BUYER"

IDAHO WATER COMPANY, LLC

\_\_\_\_\_  
Delbert G. Kohtz, Member

"SELLER"

\_\_\_\_\_  
Rodney N. Hall

\_\_\_\_\_  
Patricia A. Banner

\_\_\_\_\_  
D. Morris Hall

\_\_\_\_\_  
*Nila R. Brown*  
Nila R. Brown

\_\_\_\_\_  
Estella H. McKee

SALE AGREEMENT, PAGE 6

\_1083643v2\_GPDMS\_ - Agreement for Purchase and Sale of Real and Personal Property (Hall-Kohtz) 2-11-11%5B1%5D.DOC

STATE OF IDAHO )  
County of Ada ) SS.

On this 25 day of February, 2011 before me the undersigned Notary Public in and for said state, personally appeared Nila R. Brown known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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



Katie Marlow  
Notary Public of Idaho  
Residing at Meridian ID  
Commission Expires: 10/22/2015

STATE OF UTAH )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2011 before me the undersigned Notary Public in and for said state, personally appeared Estella H McKee known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public of Utah  
Residing at \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

SALE AGREEMENT, PAGE 8

\_1083643v2\_GPDMS\_ - Agreement for Purchase and Sale of Real and Personal Property (Hall-Kohtz) 2-11-11%5B1%5D.DOC

# ZIONS BANK®

RECEIVED  
MAR 28 2011

March 24, 2011

Greg Sullivan  
2016 N Washington Suite #4  
Twin Falls, ID 83301

RE: Ken Woodworth, Cleft of the Rock Farms

Dear Greg:

Zions Bank is aware and in concurrence of Ken's plans to transfer water shares from farm real estate that currently has Zions Bank as a lienholder. The shares are being transferred to farm real estate that also has Zions Bank as a lienholder. The real estate is located in the Raft River/Heglar area.

If you have any questions please call me at 208-557-5715.

Sincerely,  
Zions Bank



Monte C. Peterson  
Relationship Manager

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 24th DAY OF March 2011  
Marilyn Walker  
NOTARY PUBLIC

MARILYN WALKER  
NOTARY PUBLIC  
STATE OF IDAHO