

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION)	
FOR TRANSFER NO. 76825, WATER)	PRELIMINARY ORDER
RIGHT NOS. 61-2188 AND 61-7151, IN)	REJECTING APPLICATION
THE NAME OF DELBERT KOHTZ)	
_____)	

FINDINGS OF FACT

1. On November 21, 2008, Delbert Kohtz filed an application for transfer with the Idaho Department of Water Resources (IDWR).
2. On September 21, 2010, IDWR sent the applicant a letter requesting additional information in order to continue processing the application. A sixty (60) day deadline for the applicant to respond was identified in the letter. The letter specified the application would be rejected without a timely response.
3. The applicant did not respond to that request.

CONCLUSIONS OF LAW

1. Section 42-204, Idaho Code, and the Rules and Regulations of IDWR state that if an applicant does not submit the requested information to IDWR within the allotted time frame, IDWR may reject the application.
2. The requested information was not provided within the allotted time frame. The application should be rejected.

ORDER

IT IS HEREBY ORDERED that Application for Transfer No. 76825 in the name of Delbert Kohtz is REJECTED.

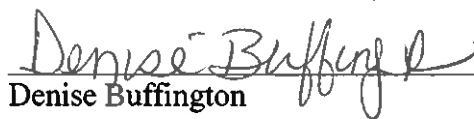
Dated this 2nd day of December, 2010



John Westra
Manager, Western Regional Office

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of December, 2010 I mailed a true and correct copy of the foregoing Preliminary Order to the person(s) listed below:

A handwritten signature in cursive script, appearing to read "Denise Buffington", is written over a horizontal line.

Denise Buffington
Administrative Assistant

DELBERT KOHTZ
1135 VALLEY RD S
EDEN ID 83325

Page _____ of _____

Transfer No. _____

PART 1

6. General Information:

a. Description of diversion system

Well, pump, mainline and Pivots

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

Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

Lands will be dried up and no longer irrigated

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____.

For the Director

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-7151 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice☐ Warranty Deed☐ Other _____3. Source of water Groundwater tributary to _____4. Date or priority 09/09/1973

5. Water is used for the following purposes:

amount 1.4/492 for irrigation purposes from 4/01 to 10/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.4 cubic feet per second and/or 492 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
				<u>24</u>	<u>45</u>	<u>SE</u>	<u>Elmore</u>	<u>Tey Bonner Well</u>

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>45</u>	<u>SE</u>	<u>24</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>320</u>

Total Acres 3209. Describe any other water rights used for the same purpose as described above 61-2188

Page _____ of _____

Transfer No. _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO If yes, describe _____**B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED**

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 1.4/492 for irrigation purposes from 4/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	%	%	%	Sec	Twp	Rge	County	Local name for diversion
				<u>SW NE 24</u>	<u>45</u>	<u>SE</u>	<u>Elmore</u>	<u>Jay Brown Well</u>

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE %				NW %				SW %				SE %				Totals
			NE	NW	SE	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>45</u>	<u>SE</u>	<u>24</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>6</u>									<u>40</u>	<u>13.4</u>			<u>80.4</u>

Total Acres 80.4**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 0.49/120.4 for irrigation purposes from 4/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	%	%	%	Sec	Twp	Rge	County	Local name for diversion
				<u>SW NE 24</u>	<u>45</u>	<u>SE</u>	<u>Elmore</u>	<u>Jay Brown Well</u>

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE %				NW %				SW %				SE %				Totals
			NE	NW	SE	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>45</u>	<u>SE</u>	<u>24</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>12.6</u>													<u>42.6</u>

Total Acres 42.6

Page _____ of _____

Transfer No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right as evidenced by:**

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-7188 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Groundwater **tributary to** _____**4. Date or priority** _____**5. Water is used for the following purposes:**

amount 3.28/731 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.28 **cubic feet per second and/or** 731 **acre-feet per annum.****7. Point(s) of Diversion:**

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
				<u>24</u>	<u>45</u>	<u>SE</u>	<u>Elmore</u>	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>45</u>	<u>SE</u>	<u>24</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>									<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>320</u>

Total Acres 320**9. Describe any other water rights used for the same purpose as described above** 61-7151

Page _____ of _____

Transfer No. _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO If yes, describe _____**B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED**

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 2.13/475 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	%	%	%	Sec	Twp	Rge	County	Local name for diversion
				<u>24</u>	<u>45</u>	<u>SE</u>	<u>E/More</u>	<u>Judy Brown Well</u>

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
45	5E	24															26.6	40	40	106.6

Total Acres 106.6**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 1.15/255.9 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	%	%	%	Sec	Twp	Rge	County	Local name for diversion
				<u>24</u>	<u>45</u>	<u>SE</u>	<u>E/More</u>	<u>Judy Brown Well</u>

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SE	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>45</u>	<u>SE</u>	<u>24</u>	<u>24.4</u>	<u>33</u>															<u>57.4</u>

Total Acres 57.4

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.

40 40

40 40

Sec 24 →

40 40

40 40

T4S R5E Sec 24

Scale: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
 _____ to _____
 _____ to _____

2. Quantity and quality of return flows and location of discharge: _____

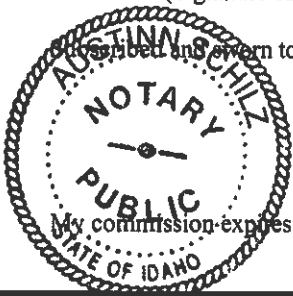
3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

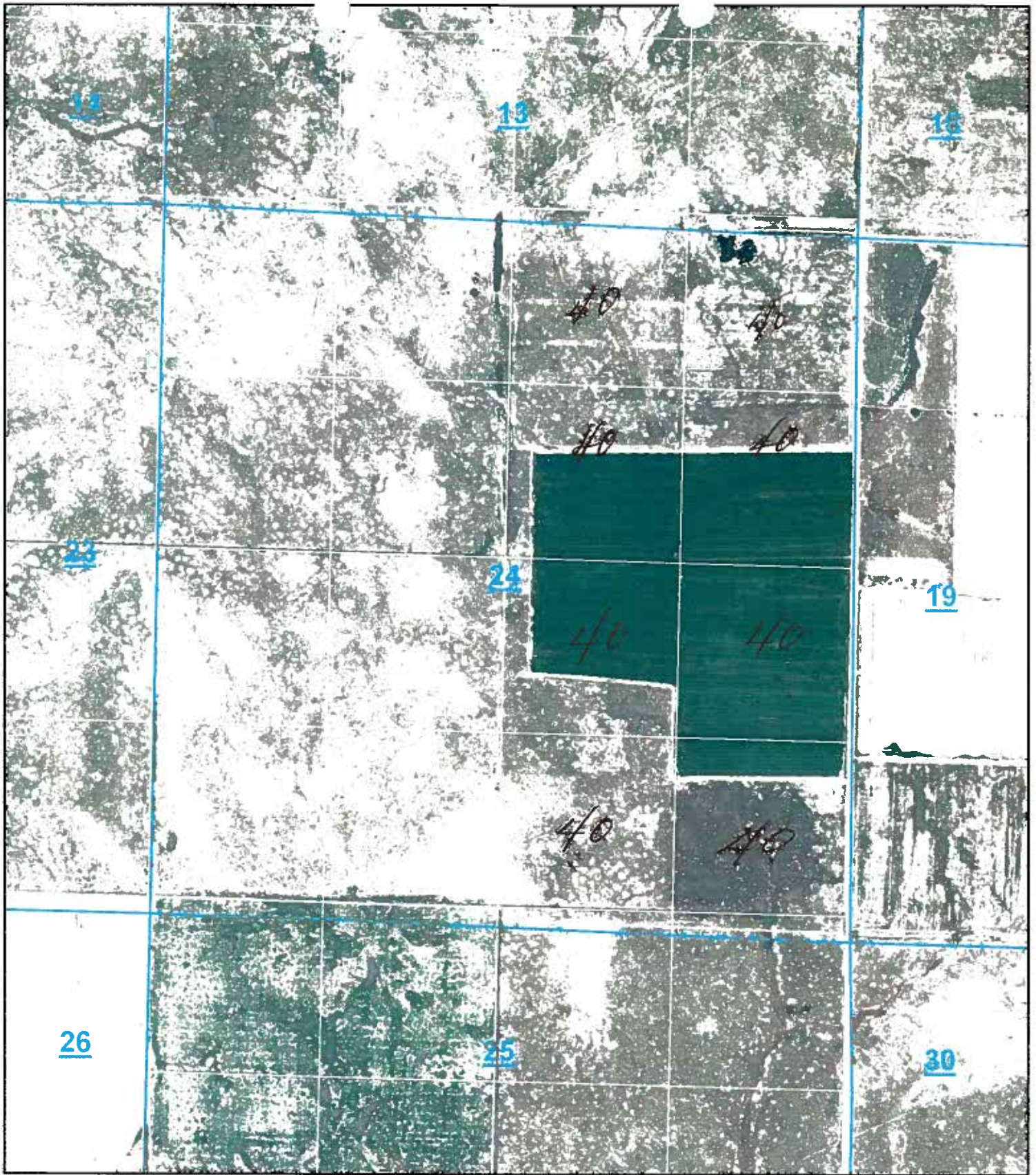
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Idaho Water Company LLC by D. Bert Kohrt D. Bert Kohrt
 (Signature of Applicant) (Print Name (and title, if applicable))

I subscribed and sworn to before me this 19th day of November, 20 08.
Austin Schilz
 (Notary Public)
 My commission expires 5/8/2014

**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments
 Received by [Signature] Date Nov. 21, 08 Protest filed by _____
 Prelim. Check by [Signature] Fee 330.00
 Receipted by [Signature] Date Nov. 21, 08 W037062
 Published in _____ Copies of protest forwarded by _____
 Pub. Dates _____ Hearing held by _____ Date _____
 Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial
 _____ received _____ by _____
 Copy of transfer sent to lien holder _____



0 500 1,000 2,000 Feet

T04S R05E Sec 24
BROWN (FROM LOCATION)
NAIP 2006 AERIAL

From Properties

Legend

 Sections
t04s05e

BROCKWAY ENGINEERING, PLLC.
ALR - MAY 4, 2006

T 04S
R 05E
S 19

T 04S
R 04E
S 24

T 04S
R 05E
S 20

POD

Tract 578
Field 1
Acres 158.2

Tract 578
Field 2
Acres 57.7

Tract 578
Field 3
Acres 87.8

Tract 578
Field 4
Acres 125.6

Tract 578
Field 5
Acres 29.7
HEL N

POD

Tract 578
Form 446

Tract ~~578~~ owned by

for NRCS

Idaho Water Co. LLC



Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/21/2008

WATER RIGHT NO. 61-2188

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY B BROWN 6379 SW DIVISION MOUNTAIN HOME, ID 83647 (208)590-1744
Original Owner	JULIA A JONES
Original Owner	RAYMOND S JONES
Original Owner	CAROLE L JONES
Original Owner	RONALD P JONES , ID
Original Owner	RULON RAMSEY 4605 W FLOATING FEATHER RD EAGLE, ID 83616 (208)939-4198

Priority Date: 02/17/1966

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	3.28 CFS	731 AFA
Total Diversion			3.28 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWNE	Sec. 24	Township 04S	Range 05E	ELMORE County
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IRRIGATION Use:

Acre Limit: 164

Place(s) of use:

Place of Use Legal Description: IRRIGATION ELMORE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04S	05E	24		NENE	40		NWNE	40		SWNE	40		SENE	40
				NESE	40		NWSE	40		SWSE	40		SESE	40

Total Acres: 320

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.		USE OF THIS RIGHT WITH RIGHT NO. 61-07151 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.28 CFS.
3.		RIGHT NO. 61-07151 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.
4.		THIS RIGHT IS LIMITED TO THE IRRIGATION OF 164 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 61-07151 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 320 ACRES IN A SINGLE IRRIGATION SEASON.
5.	C15	THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

Dates:

Licensed Date:
Decreed Date: 10/26/2000
Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 320
Combined Volume Limit:
Combined Rate Limit: 3.28
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Water Supply Bank:
Lessor Name(s): JAY B BROWN
Lease Status: Active
Lease Amount: Part
Rental Availability: None
Date Received: 8/18/2003
Lease Begin Date: 8/28/2003
Expiration Date: Indefinite
Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/21/2008

WATER RIGHT NO. 61-7151

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY B BROWN 6379 SW DIVISION MOUNTAIN HOME, ID 83647 (208)590-1744
Original Owner	JULIA A JONES
Original Owner	RAYMOND S JONES
Original Owner	CAROLE L JONES
Original Owner	RONALD P JONES

Priority Date: 04/09/1973

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	1.4 CFS	492 AFA
Total Diversion			1.4 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWNE	Sec. 24	Township 04S	Range 05E	ELMORE County
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IRRIGATION Use:
Acre Limit: 123

Place(s) of use:

Place of Use Legal Description: IRRIGATION ELMORE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04S	05E	24		NENE	40		NWNE	40		SWNE	40		SENE	40
				NESE	40		NWSE	40		SWSE	40		SESE	40

Total Acres: 320

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.		USE OF THIS RIGHT WITH RIGHT NO. 61-02188 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.28 CFS.
3.		RIGHT NO. 61-02188 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.
4.		THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
5.		THIS RIGHT IS LIMITED TO THE IRRIGATION OF 123 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 61-02188 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 320 ACRES IN A SINGLE IRRIGATION SEASON.
6.	C15	THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61: WATER RIGHT NO. SOURCE NONE NONE THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN: WATER RIGHT NO. SOURCE NONE NONE ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

Dates:

Licensed Date:

Decreed Date: 10/26/2000

Permit Proof Due Date: 5/1/1983

Permit Proof Made Date: 5/1/1983

Permit Approved Date: 5/11/1973

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 04/09/1973

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 320

Combined Volume Limit:

Combined Rate Limit: 3.28

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): JAY B BROWN

Lease Status: Active

Lease Amount: Part

Rental Availability: None

Date Received: 8/18/2003

Lease Begin Date: 8/28/2003

Expiration Date: Indefinite

Close

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:

NE4
SEC 30
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:

KOHTZ DELBERT G & FRANCES L
1135 VALLEY RD
SOUTH EDEN ID 83325

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 53-0000

Parcel Number: RP04S05E300010 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	152.000 AC	45,600	45,600
5 DRY GRAZING	8.000 AC	240	240
SUBTOTAL:	160.000	45,840	45,840
LESS HOMEOWNERS EXEMPTION:		45,840	45,840
NET TAXABLE PROPERTY VALUE:		45,840	45,840

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	188.06	208-587-2130	08/18/2008
SCHOOL #193		208-587-2580	06/17/2008
#193-M&O			No Response
#193-BOND	41.78		No Response
#193-SUPP			No Response
#193-OTHER	59.14		No Response
MTN HOME HWY	32.78	208-587-3211	09/04/2008
HOSPITAL DIST	45.46	208-587-8401	Not Required
WEC REC DIST	24.48	208-580-2377	08/27/2008
AMBULANCE DIST	12.70	208-587-2130	08/18/2008
SUBTOTAL:	404.40		
+ FEES:			
= TOTAL:	404.40		

THIS IS NOT A BILL. DO NOT PAY.

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
N2NE4NE4 LESS E 30 FT
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:
8445 W 54TH S 83647

BROWN JAY B
& HOPSON-BROWN CHRISTINE M
8445 W 54TH S
MTN HOME ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E240030 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	18.546 AC	556	556
10 RURAL AG HOMESITE	1.000 AC	21,000	23,000
31 RES BLDG ON RURAL AG		186,645	197,957
32 RURAL NON RES BLDG		1,500	1,500
SUBTOTAL:	19.546	209,701	223,013
LESS HOMEOWNERS EXEMPTION:		89,325	100,938
NET TAXABLE PROPERTY VALUE:		120,376	122,075

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	493.86	208-587-2130	08/18/2008
SCHOOL #193		208-587-2580	06/17/2008
#193-M&O			No Response
#193-BOND	109.74		No Response
#193-SUPP			No Response
#193-OTHER	155.32		No Response
GLENNS FERRY HW	163.54	208-366-7744	09/04/2008
MTN HOME FIRE	73.12	208-587-2789	08/12/2008
HOSPITAL DIST	119.40	208-587-8401	Not Required
WEC REC DIST	64.28	208-580-2377	08/27/2008
AMBULANCE DIST	33.38	208-587-2130	08/18/2008
SUBTOTAL:	1,212.64		
+ FEES:	43.68		
= TOTAL:	1,256.32		

THIS IS NOT A BILL. DO NOT PAY.

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
S2NE4NE4 LESS E 30 FT
SEC 24
T4S R5EFor any questions, please notify
the Assessor's office immediately.
Assessor's telephone#:208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E240090 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	19.545 AC	586	586
SUBTOTAL:	19.545	586	586
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		586	586

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	2.40		08/18/2008
SCHOOL #193		208-587-2130	06/17/2008
#193-M&O		208-587-2580	No Response
#193-BOND	.52		No Response
#193-SUPP			No Response
#193-OTHER	.76		No Response
GLENN'S FERRY HW	.80		No Response
MTN HOME FIRE	.36	208-366-7744	09/04/2008
HOSPITAL DIST	.58	208-587-2789	08/12/2008
WEC REC DIST	.30	208-587-8401	Not Required
AMBULANCE DIST	.16	208-580-2377	08/27/2008
		208-587-2130	08/18/2008
SUBTOTAL:	5.88		
+ FEES:			
= TOTAL:	5.88		

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JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:

NW4NE4
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E240600 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
5 DRY GRAZING	40.000 AC	1,200	1,200
SUBTOTAL:	40.000	1,200	1,200
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		1,200	1,200

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	4.92	208-587-2130	08/18/2008
SCHOOL #193		208-587-2580	06/17/2008
#193-M&O			No Response
#193-BOND	1.08		No Response
#193-SUPP			No Response
#193-OTHER	1.54		No Response
GLENN'S FERRY HW	1.62	208-366-7744	09/04/2008
MTN HOME FIRE	.72	208-587-2789	08/12/2008
HOSPITAL DIST	1.18	208-587-8401	Not Required
WEC REC DIST	.64	208-580-2377	08/27/2008
AMBULANCE DIST	.32	208-587-2130	08/18/2008
SUBTOTAL:	12.02		
+ FEES:			
= TOTAL:	12.02		

THIS IS NOT A BILL. DO NOT PAY.

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
SE4NE4 LESS E 30 FT
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E241800 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	39.090 AC	12,470	12,470
SUBTOTAL:	39.090	12,470	12,470
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		12,470	12,470

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	51.16		08/18/2008
SCHOOL #193		208-587-2130	06/17/2008
#193-M&O		208-587-2580	No Response
#193-BOND	11.36		No Response
#193-SUPP			No Response
#193-OTHER	16.08		No Response
GLENNS FERRY HW	16.94	208-366-7744	09/04/2008
MTN HOME FIRE	7.58	208-587-2789	08/12/2008
HOSPITAL DIST	12.36	208-587-8401	Not Required
WEC REC DIST	6.66	208-580-2377	08/27/2008
AMBULANCE DIST	3.46	208-587-2130	08/18/2008
SUBTOTAL:	125.60		
+ FEES:			
= TOTAL:	125.60		

THIS IS NOT A BILL. DO NOT PAY.

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
NE4SE4 LESS E 30 FT
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E247200 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	39.090 AC	12,470	12,470
SUBTOTAL:	39.090	12,470	12,470
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		12,470	12,470

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	51.16	208-587-2130	08/18/2008
SCHOOL #193		208-587-2580	06/17/2008
#193-M&O			No Response
#193-BOND	11.36		No Response
#193-SUPP			No Response
#193-OTHER	16.08		No Response
GLENNS FERRY HW	16.94	208-366-7744	09/04/2008
MTN HOME FIRE	7.58	208-587-2789	08/12/2008
HOSPITAL DIST	12.36	208-587-8401	Not Required
WEC REC DIST	6.66	208-580-2377	08/27/2008
AMBULANCE DIST	3.46	208-587-2130	08/18/2008
SUBTOTAL:	125.60		
+ FEES:			
= TOTAL:	125.60		

THIS IS NOT A BILL. DO NOT PAY.

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
NW4SE4
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#:208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E247800 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	40.000 AC	12,760	12,760
SUBTOTAL:	40.000	12,760	12,760
LESS HOMEOWNERS EXEMPTION:			
NET TAXABLE PROPERTY VALUE:		12,760	12,760

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE	52.34		No Response
COUNTY			08/18/2008
SCHOOL #193		208-587-2130	06/17/2008
#193-M&O		208-587-2580	No Response
#193-BOND	11.62		No Response
#193-SUPP			No Response
#193-OTHER	16.46		No Response
GLENN'S FERRY HW	17.34	208-366-7744	No Response
MTN HOME FIRE	7.74	208-587-2789	09/04/2008
HOSPITAL DIST	12.66	208-587-8401	08/12/2008
WEC REC DIST	6.82	208-580-2377	Not Required
AMBULANCE DIST	3.54	208-587-2130	08/27/2008
			08/18/2008
SUBTOTAL:	128.52		
+ FEES:			
= TOTAL:	128.52		

THIS IS NOT A BILL. DO NOT PAY.

JO GRIDLEY
150 S 4TH E STE 2
MTN HOME ID 83647

ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

QUALIFIED PTR/CB INFO DOES NOT APPEAR ON NOTICE

PARCEL DESCRIPTION:
N 330 FT OF S2SE4 LESS E 30 FT
SEC 24
T4S R5E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: 208-587-2126 EXT 50

PARCEL ADDRESS:

BROWN JAY B

8445 W 54TH S
MTN HOME

ID 83647

Appeals of your property value must
be filed in writing on a form provided
by the County, by:
JUNE 18, 2008

Tax Code Area: 9-0000

Parcel Number: RP04S05E249020 A

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
1 IRR AG	9.772 AC	3,117	3,117
5 DRY GRAZING	10.000 AC	300	300
SUBTOTAL:	19.772	3,417	3,417
LESS HOMEOWNERS EXEMPTION:		3,417	3,417
NET TAXABLE PROPERTY VALUE:		3,417	3,417

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	LAST YEAR'S TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			No Response
COUNTY	14.02	208-587-2130	08/18/2008
SCHOOL #193		208-587-2580	06/17/2008
#193-M&O			No Response
#193-BOND	3.12		No Response
#193-SUPP			No Response
#193-OTHER	4.40		No Response
GLENN'S FERRY HW	4.64	208-366-7744	09/04/2008
MTN HOME FIRE	2.08	208-587-2789	08/12/2008
HOSPITAL DIST	3.38	208-587-8401	Not Required
WEC REC DIST	1.82	208-580-2377	08/27/2008
AMBULANCE DIST	.94	208-587-2130	08/18/2008
SUBTOTAL:	34.40		
+ FEES:			
= TOTAL:	34.40		

THIS IS NOT A BILL. DO NOT PAY.

WATER RIGHT PURCHASE AND SALE AGREEMENT

This WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of this 17th day of April, 2006 ("Effective Date") by and between Idaho Water Company, LLC, an Idaho limited liability company whose address is set out in Paragraph 22.1 ("Buyer") and Jay B. Brown and Christine Brown, husband and wife, whose address is set out in Paragraph 22.2 ("Seller"). The term "Party" or "Parties" means either Seller, Buyer, or both, as the context requires. For the reader's convenience, terms are underlined where first defined.

In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the Parties hereby agree as follows:

1. **Water Rights.** Seller owns the following decreed water rights (the "Water Rights"): Water Right Nos. 61-7151 and 61-2188. Both Water Rights employ the same point of diversion, located in T4S, R5E, Sec. 24, SWNE, in Elmore County, Idaho and are appurtenant to the same permissible place of use (the "Irrigated Land") totaling 320 acres, located in T4S, R5E, Sec. 24, NENE (40 acres), NESE (40 acres), NWNE (40 acres), NWSE (40 acres), SWNE (40 acres), SWSE (40 acres), SENE (40 acres), and SESE (40 acres). Water Right No. 61-7151 authorizes the diversion of 492 acre-feet per annum ("AFA") at a maximum diversion rate of 1.4 cubic feet per second ("cfs") (3.28 cfs when combined with Water Right No. 61-2188) for irrigation of a maximum of 123 acres of land (equating to 4.00 acre-feet per acre) within a permissible place of use of 320 acres. Water Right No. 61-2188 authorizes the diversion of 731 AFA at a maximum diversion rate of 3.28 cfs (combined with Water Right No. 61-7151) for irrigation of a maximum of 164 acres of land (equating to approximately 4.46 acre-feet per acre) within a permissible place of use of 320 acres. The Water Rights authorize irrigation of a combined total of 287 acres of land within a permissible place of use of 320 acres. All of the Water Rights are subject to purchase and sale under this Agreement, except that Seller reserves from this purchase and sale a portion of Water Right No. 61-2188 appurtenant to 15 acres of land and a corresponding 66.86 AFA. Seller shall select and identify with specificity the reserved acres by within 30 days of the Effective Date. That portion of the Water Rights that are subject to purchase and sale under this Agreement are referred to herein as the "Purchased Rights." The Purchased Rights collectively authorize the irrigation of 272 acres of land with an annual diversion volume of ~~664.14~~ AFA. 1158.72 AFA. *DKB JTB*

2. **Purchase Price.** The total "Purchase Price" for the Purchased Rights shall be \$394,000.00 (that being \$1,450.00 per acre for each of the 272 acres of land that may be irrigated with the Purchased Rights). A credit for the any Advance Payments paid, and a further adjustment with respect to clearing of Encumbrances pursuant to section 9(c) if applicable, shall be applied to calculate the balance due at Closing, referred to herein as the "Purchase Price Balance."

3. ***Advance Payments.*** During the Transfer Period (as defined in section 4), Buyer shall pay to Seller "Advance Payments" as follows:

\$15,000.00 payable upon the Effective Date.

\$15,000.00 payable on August 15, 2006.

\$15,000.00 payable on December 1, 2006.

\$15,000.00 payable on the first anniversary of the Effective Date.

The Buyer's obligation to pay Advance Payments shall cease upon Closing or termination of this Agreement.

4. ***Transfer Application to IDWR.*** Buyer shall have up to two years (the "Transfer Period") from the Effective Date to initiate and complete the transfer of some or all of the Purchased Rights (the "Transfer") to another use. The Transfer includes the transfer application itself and approval thereof, as well as associated administrative proceedings and any judicial review thereof. The Transfer Period shall end upon Closing or termination of this Agreement. The Transfer Period may be extended only upon mutual agreement of the Parties, confirmed in writing. The Transfer will entail one or more applications to the Idaho Department of Water Resources ("IDWR") for the change of any and all of the elements of the Purchased Rights or portion thereof. At Buyer's election, the Closing may be scheduled at any time during or immediately upon the conclusion of the Transfer Period, irrespective of whether the Transfer has been completed. If in any individual transfer application, Buyer elects to Transfer less than all the Purchased Rights, Buyer shall select which acres of land are appurtenant to the transferred water rights, but will coordinate with Seller prior to initiating or amending a Transfer in an effort to identify for Transfer those Purchased Rights and appurtenant acres such that the Dry-Up under section 13 will minimize disruption of ongoing farm operations by Seller once the Transfer is completed. Buyer shall bear all costs associated with each Transfer. Buyer shall provide Seller a copy of any Transfer application, amendment, or other dispositive filing or order. The Transfer applications may entail a change in any element or condition of the Transfer Rights, or may entail use of the Transfer Water Rights for mitigation or similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer.

5. ***Cooperation with Transfer Efforts.*** Seller shall cooperate fully with Buyer throughout with each and every Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing the Transfer, including signing and notarizing Transfer applications, authorizations, documents relating to the Snake River Basin Adjudication, and other documents consistent with Buyer's rights under this Agreement. Seller shall cooperate in the development and release of information reasonably requested by Buyer in support of the Transfer, including information regarding historic beneficial use. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer.

6. ***Withdrawal of Transfer Application.*** At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer application or file a new or revised Transfer application.

7. ***Transfer Pending at End of Transfer Period.*** If any Transfer application is still pending upon the expiration of the Transfer Period and Closing has not occurred, Buyer shall be obligated to take whatever actions are necessary, at Buyer's sole expense, to terminate and withdraw any pending Transfer application and to fully restore all Transfer Rights to Seller.

8. ***Approval of Transfer.*** Upon approval of any Transfer by IDWR, if Closing has not already occurred, Buyer must either proceed to Closing or decline the Transfer. Buyer must give notice to Seller of its decision to proceed to Closing or decline the Transfer within 20 days following the effective date of the final approval of the Transfer by IDWR. If Buyer elects not to proceed to Closing, Buyer shall promptly notify IDWR that it declines to accept the Transfer, and Buyer shall take any further action necessary at its sole expense to fully restore to Seller the Transfer Rights. If for any reason Buyer is unable to fully restore Seller's rights, Seller may require Buyer to proceed to Closing.

9. ***Encumbrances at Closing.*** It is Seller's duty to remove all Encumbrances prior to or at Closing, provided that Seller is entitled to use the proceeds of the sale at Closing to do so. If Seller fails to remove all Encumbrances prior to or at Closing, Buyer may elect to (a) agree with Seller on a new Closing date in order to allow further time for Seller to remove the Encumbrances, (b) terminate this Agreement pursuant to section 20, or (c) waive the failure to remove all Encumbrances and close despite the remaining Encumbrances in which case Buyer shall be entitled to deduct from the Purchase Price the cost associated with removal of any remaining Encumbrances. The cost that may be offset against the Purchase Price shall be based on the amount required to be paid to secured parties or other claimants in order to remove the remaining Encumbrances, but shall not include any attorney fees or other actual or anticipated transaction costs involved in removing the remaining Encumbrances, such transaction costs to be borne by Buyer unless otherwise agreed in writing by the Parties.

10. ***Closing.*** The term "Closing" means the transaction in which the Purchased Rights are conveyed by Seller to Buyer. Upon Buyer's notice to Seller that Buyer intends to proceed to closing, Buyer and Seller shall agree upon a mutually acceptable time and place, at which time Seller shall sell and convey to Buyer the Purchased Rights. At Closing Buyer shall pay to Seller the Purchase Price Balance. The documents that Seller shall deliver to Buyer at Closing shall include: (a) an executed water rights deed and appropriate exhibits substantially in conformance with the form set out in Exhibit B but corrected or updated as necessary to accurately describe the Purchased Rights, (b) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Rights and the assignment of the appropriate portion of the Snake River Basin Adjudication claim for the Purchased Rights, and (c) any other documents reasonably requested to complete or confirm the conveyance of the Purchased Rights. In the event any of the Purchased Rights are represented by a permit, rather than license or decree, Seller shall convey such right by bill of sale. After closing, Buyer may record the Deed in the records of any county in which the Irrigated Land is located.

11. ***Memorandum of Agreement.*** Upon Execution of this Agreement, Seller shall execute and deliver to Buyer a Memorandum of Agreement substantially in the form set out in Exhibit A. Buyer may record the Memorandum of Agreement in the records of any county in which the Irrigated Land is located. This Agreement shall *not* be recorded by either Party. In the

event this Agreement is terminated without Closing, Buyer, at Seller's direction, execute and record a release of such Memorandum of Agreement.

12. ***Use and Protection of Water Rights.*** Prior to their conveyance to Buyer at Closing, Seller is authorized to continue to use the Purchased Rights on the Irrigated Land or to place the Purchased Rights in the water supply bank and lease them to others for a period not exceeding one year. Seller shall take all necessary and appropriate actions, including use of the water supply bank, that are reasonably necessary to ensure that the Purchased Rights are not forfeited or abandoned in whole or in part and that time does not run toward forfeiture during the Transfer Period. Seller shall keep Buyer fully advised of the status and use of the Purchased Rights during the Transfer Period. At no time during which this Agreement is in effect shall Seller take any action that diminishes the value or utility of the Purchased Rights. Seller shall take all appropriate steps to protect and defend at its own expense the Purchased Rights in the Snake River Basin Adjudication during the Transfer Period.

13. ***Dry-Up Obligation.*** The obligations in this section are referred to as "Dry-Up." Upon Closing, Seller (including its renters and lessees) shall forever cease to divert the Purchased Rights to irrigate the land appurtenant thereto unless the Parties have entered into a written agreement authorizing the continued use by Seller of the Purchased Rights. If the Closing occurs during the irrigation season (as specified in the applicable permit, license, or decree) and Seller (or any renter or lessee) is then beneficially using some or all of the Purchased Rights, the user may continue such beneficial use of the Purchased Rights during that irrigation season (subject to approval by IDWR), but shall thereafter be subject to the Dry-Up obligation described in this section. If the Closing does not occur during the irrigation season or if, for whatever reason, the Purchased Rights are not then in beneficial use, the Dry-Up obligation described in this section shall take effect immediately upon Closing.

14. ***Seller's Disclosure.*** No later than 30 days after the Effective Date, Seller shall disclose to Buyer all Encumbrances and any other information available to Seller affecting the validity or value of the Water Rights. Seller shall thereafter timely provide to Buyer any additional such information that becomes available to Seller. Seller promptly shall provide all documents as Buyer may reasonably request to confirm the ownership, condition, status, or transferability of the Water Rights, the Irrigated Land, and the Encumbrances. "Encumbrance" or "Encumbered" refer to any lien, mortgage, deed of trust, claim, security interest, monetary obligation, unpaid tax obligation or assessment, option, lease, license, or other conveyed legal interest upon, affecting or burdening the Irrigated Land or Water Rights (whether or not of record).

15. ***Further Inquiry.*** At any time while this Agreement is in effect, Buyer or Buyer's agents are authorized to make inquiries of regulatory officials and lenders with respect to the Water Rights, the Irrigated Land, and any Encumbrances. If necessary for purposes of evaluating the Water Rights for Transfer purposes, Seller shall make the Irrigated Land available for inspection to Buyer and Buyer's agents.

16. ***Crop Reports.*** To the extent such reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Irrigated Land during the last twenty years. Buyer warrants that it has or will obtain any

approvals or authorizations necessary from prior owners or others with interests in the Irrigated Land necessary to secure the release of the crop reports.

17. ***New Encumbrances.*** After the Effective Date, Seller shall not renew, modify, restructure, or refinance the existing Encumbrances or add any new Encumbrance that increases the total net dollar amount required to clear all Encumbrances or otherwise causes the Encumbrances to be more difficult to cure by the time of Closing, without the prior written consent of Buyer, unless Seller secures from its lender in writing advance approval for the complete release of such Encumbrances to enable the conveyance of the Purchased Rights to Buyer at Closing. Upon taking or allowing any action affecting an existing Encumbrance or creating a new Encumbrance (whether or not increasing the total net dollar amount), Seller shall inform Buyer of such action and provide appropriate documentation as requested by Buyer.

18. ***Seller's Representations and Warranties.*** Seller hereby represents and warrants to Buyer, as of the Effective Date of this Agreement and again as of the Closing, as follows:

18.1 ***Authority.*** Seller owns the Water Rights and Irrigated Land in fee simple. Seller has the full legal right, power and authority to enter into and perform this Agreement. Seller has acquired or will acquire by the time of Closing all consents and approvals necessary to enter into and perform this Agreement. Seller, and each person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder, and all necessary action to authorize this transaction has been taken.

18.2 ***No Defaults.*** Seller is not in default with respect to any of its obligations or liabilities pertaining to the Irrigated Land or the Purchased Rights.

18.3 ***Good Title; Removal of Encumbrances.*** To the best of Seller's knowledge, there are no Encumbrances other than those disclosed to Buyer. Seller warrants that Seller has good and marketable title to the Purchased Rights and is capable of removing and will remove all Encumbrances on the Purchased Rights upon each Closing, provided that Seller is entitled to use the proceeds of each sale to do so.

18.4 ***Appurtenant Water Rights.*** The Purchased Rights are appurtenant to and have been beneficially used to irrigate the Irrigated Land. The authorized place of use for the Purchased Rights is the Irrigated Land and no other. No other water rights are appurtenant to the Irrigated Land for irrigation purposes.

18.5 ***Correct Description.*** The description of the Water Rights set out in the Memorandum of Agreement (together with any exhibits attached thereto) is accurate and complete to the best of Seller's knowledge.

18.6 ***No Supplemental Rights.*** Unless expressly disclosed to Seller in writing, the Purchased Rights have served as the primary source of irrigation water on the Irrigated Land at all relevant times since their inception, and there are no water rights appurtenant to the Irrigated Land other than the Water Rights.

18.7 *No Forfeiture.* To the best of Seller's knowledge, the Purchased Rights have been placed to continual beneficial use on the Irrigated Land, have not been forfeited or abandoned in whole or in part, and have never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Purchased Rights were in an appropriate water bank or were otherwise exempt from forfeiture.

18.8 *Compliance with Conditions.* The use of the Purchased Rights has been and continues to be in compliance with all conditions stated in any applicable permit, license, order, or decree.

18.9 *No Other Claims.* Except for Seller's own Snake River Basin Adjudication claims, and except for orders or general calls for delivery based on conjunctive management of the Eastern Snake Plain Aquifer and the Snake River, Seller has no knowledge of any claims, actions, suits, arbitrations, proceedings, or investigations by or before any court or arbitration body, any governmental, administrative or regulatory agency, or any other body, pending or threatened against, effecting or relating to the Purchased Rights or the Irrigated Land, nor is Seller aware of any basis for such claim, action, suit, arbitration, proceeding or investigation.

18.10 *Accurate and Complete Information.* To the best of Seller's knowledge, all documents, agreements, and other information that Seller has provided or caused to be provided to Buyer are true and correct in all material respects and do not omit any material fact or condition required to be stated or necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

19. *Automatic Termination.* This Agreement shall terminate at the end of the Transfer Period or upon Closing, whichever occurs first (unless, by mutual agreement, the Parties extend the Closing date beyond the end of the Transfer Period).

20. *Buyer's Termination for Default by Seller.* Buyer may terminate this Agreement at any time for an uncured material default by Seller (including breach of representation or warranty). If Buyer elects to terminate, Buyer first shall provide a written demand to Seller and provide Seller 30 days to cure. If Seller fails to cure within that time, Buyer may terminate this Agreement upon written notice to Seller. In the event of a proper termination by Buyer for Seller's default, Buyer is entitled to pursue any or all of the following remedies. Buyer may (a) seek specific performance of this Agreement, (b) obtain a refund of the any Advance Payments and purchase money paid to Seller, (c) recover all damages incurred by Buyer, and/or (d) pursue all other remedies available at law or in equity. It is the intent of the Parties that these remedies be cumulative to the extent permitted by law and equity, and that they be liberally enforced so as to adequately and completely compensate Buyer.

21. *Seller's Termination for Default by Buyer.* Seller may terminate this Agreement at any time for an uncured material default by Buyer. If Seller elects to terminate, Seller first shall provide a written demand to Buyer and provide Buyer 30 days to cure. If Buyer fails to

cure, Seller may terminate this Agreement upon written notice to Buyer. In the event of a proper termination by Seller for Buyer's default, Seller is entitled to retain any Earnest Money and Advance Payments paid and is also entitled to seek damages or other relief available in law or equity.

22. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered by certified U.S. mail, commercial overnight service, facsimile, email, or hand delivery. Receipt of any notice given by email, facsimile, or hand delivery shall be confirmed in writing or email by the receiving Party. All notices shall be addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal or (b) three days after mailing by certified mail.

22.1 *To Buyer:*

Mr. Delbert G. Kohtz
President
Idaho Water Company, LLC
1135 Valley Road South
Eden, ID 83325
Phone: 208-825-5617
Email: delkohtzidwc@mindspring.com

22.2 *To Seller:*

Mr. Jay B. Brown
6585 West 54 South
Mountain Home, ID 83647
Phone: 208-587-5679

23. **Further Acts.** In addition to the acts recited herein and contemplated to be performed, the Parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds, assurances, releases, and authorizations as either Party hereto may reasonably require to consummate the transactions contemplated hereunder.

24. **Own Account.** Seller discloses and Buyer acknowledges that Delbert G. Kohtz is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for Buyer.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives. No third party beneficiaries are created by this Agreement.

26. **Idaho Law.** This Agreement shall be governed by the laws of the State of Idaho. The Parties further agree that Idaho law shall apply to and be applied in any arbitration proceedings.

27. **Entire Agreement.** This Agreement is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral.

28. **Amendments.** This Agreement may be modified only in writing, signed by Buyer and Seller.

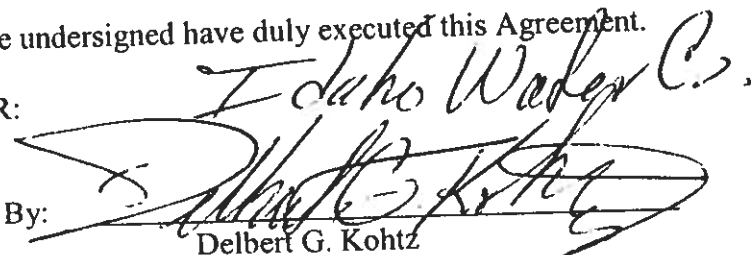
29. **Headings.** The headings and captions contained in this Agreement are for the convenience of the Parties only and are not intended to alter or limit the meaning of the provisions thereunder.

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

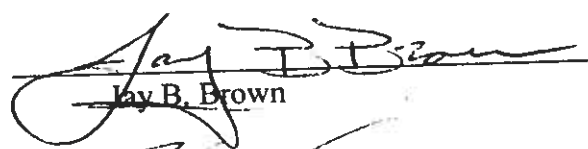
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

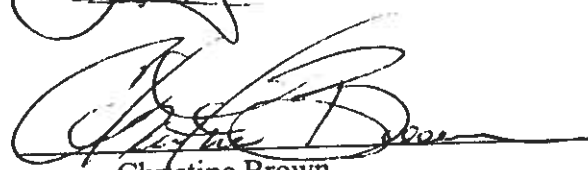
BUYER:

By:


Delbert G. Kohtz
Idaho Water Company
President

SELLER:


Jay B. Brown


Christine Brown

List of Exhibits:

Exhibit A: Memorandum of Agreement (Form)
Exhibit B: Water Rights Deed (Form)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

December 2, 2010

DELBERT KOHTZ
1135 VALLEY RD S
EDEN ID 83325

RE: Preliminary Order in the matter of Application for Transfer No. 76825

Dear Applicant(s):

The accompanying order is a "**Preliminary Order**" issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as described in the enclosed yellow information sheet.

If you have any questions regarding this matter, please call me at 208-334-2190.

Sincerely,

Donise Buffington

for:

John Westra
Manager, Western Regional Office

Enclosures

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
GARY SPACKMAN, Interim Director

September 21, 2010

DELBERT KOHTZ
1135 VALLEY RD S
EDEN ID 83325

Re: Application for Transfer No. 76825

Dear Mr. Kohtz:

You filed the above referenced application in November 2008 to split water right nos. 61-2188 and 61-7151. The purpose of this letter is to inquire about the status of the application that has been in the Idaho Department of Water Resources (IDWR) backlog until now.

If you no longer want to pursue this application, please complete and return the enclosed withdrawal form. A \$330 refund will be issued for the withdrawn application. If you want to continue with the project described by the application, please respond to the rest of this letter to help you amend the application and to provide additional information to support the application.

The application includes deficiencies regarding the following items:

- Amount of water being transferred for split portions of the rights
- $\frac{1}{4}$ $\frac{1}{4}$ locations of wells at proposed new place of use
- Information about the wells
- Place of use description
- Land ownership and consent issues
- Status of water agreement.

Amended Application

A draft amended application is enclosed for your review. Please use the current form available on the IDWR website to file an amended application. The form can be completed online but cannot be submitted electronically at this time. Additional fees are not needed.

Application for Transfer No. 76825
September 21, 2010
Page 2

Ownership Information

The water rights are currently in the name of Jay Brown. They cover a 320 acre permissible place of use, the entire east ½ of Section 24. However, it appears Mr. Brown owns only part of the SWSE and SESE of that section. Most of those two tracts are owned by Greenheart. Although the rights are in the name of Brown, Greenheart would need to provide written consent to remove portions of the rights considered appurtenant to Greenheart land. Alternately, Brown could provide (a) proof of ownership of the entire SWSE and SESE if Greenheart ownership information is outdated, or (b) other confirmation that Brown has legal authority to remove a portion of the rights from the current place of use not owned by Brown.

The application included a tax notice in your name for part of the proposed place of use. IDWR has not accepted tax notices as proof of ownership since August 2008. Please provide a warranty deed or other legal documentation for your ownership of the entire proposed place of use.

Water Agreement

Is the water agreement submitted with the original application still valid? Has it changed in any that would affect the application?

Please submit the requested information for application processing to continue. You may seek additional time to provide the information by making a written request to delay processing. Your written response including the requested information, or a request for more time to seek the information, must be received within the next sixty (60) days.

Without a timely reply, IDWR will issue a preliminary order to reject the application. The application fee will not be refunded for a rejected application. A rejected application may be re-filed when adequate information can be provided.

Please contact me at 208-334-2190 if you have any questions. Thank you for your attention to this matter.

Sincerely,



Steve Lester
Water Rights Supervisor

Enclosure