

RECEIVED

DEC 17 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 76189**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: _____

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 76189**DEC 17 2009 APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**DEPT. OF WATER RESOURCES
SOUTHERN REGIONName of Applicant(s) Idaho Youth Ranch INCPhone 208-532-4117Mailing address 1275 N. 400 E. Rupert, ID 83350

Email _____

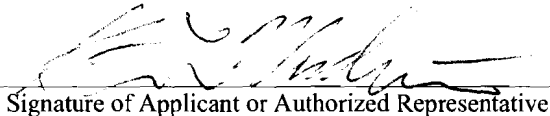
- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the 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 RepresentativeName of Representative Zach Latham, Brockway EngineeringPhone 208-736-8543Mailing address 2016 North Washington Street, Suite 4 Twin Falls Idaho 83301Email zach.latham@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.



Signature of Applicant or Authorized Representative

Steven L. Woodworth,
Print Name and Title if applicable
President & CEO

December 2, 2009
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 Create PPU
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. Applicant seeks to create permissible place of use and proposes to lease 30.9 acres of water right 36-2315B from WG Farms LLC for use on IYR property (in addition to use with existing water right 36-8256) in newly created PPU, see attached agreement.

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 (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	36-8256	0.42 / 84.0	Irrigation	4/01 to 10/31	Ground Water
☒ ☐	36-8256	0.02 / 2.1	Stockwater	01/01 to 12/31	Ground Water
☒ ☐	36-8256	0.11 / 9.3	Domestic	01/01 to 12/31	Ground Water
☐ ☒	36-2315B <i>36-16795</i>	0.54 / 123.6	Irrigation	4/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 7.55 cfs and/or 1695.4 ac-ft

2. Total amount of water proposed to be transferred or changed 0.99 cubic feet per second and/or 219.0 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 #
			NE	NE	24	07S	24E	MINIDOKA	Ground Water	
			NE	NE	24	07S	24E	MINIDOKA	Ground Water	

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	
07S	24E	13																10.4	10.4
07S	24E	24	38.2			10.3													48.5

Total Acres (for irrigation use) 58.9

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: Wells provide irrigation water to existing mainlines for irrigation of property.
- b. Who owns the property at the point(s) of diversion? Applicant.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: N/A.
- 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: Please see attached Assignment of Lease Agreement.**
- 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: None.
- 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: 36-8256

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

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: _____

Page _____ of _____

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

Current Water Right No.: 36-2315B

Current Owner: WG FARMS LLC

Priority Date: 1/21/1957

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From To

4/01 to 10/31

Total Diversion

Diversion Rate

7 CFS

7 CFS

Annual Volume

1600 AF

1600 AF

Location of Point(s) of Diversion

GROUND WATER

MINIDOKA County

SE1/4NE1/4

Sec. 13, Twp 07S, Rge 24E B.M.

GROUND WATER

MINIDOKA County

NE1/4NE1/4

Sec. 14, Twp 07S, Rge 24E B.M.

GROUND WATER

MINIDOKA County

NW1/4SE1/4

Sec. 14, Twp 07S, Rge 24E B.M.

GROUND WATER

MINIDOKA County

NW1/4NE1/4

Sec. 24, Twp 07S, Rge 24E B.M.

GROUND WATER

MINIDOKA County

NW1/4NW1/4

Sec. 25, Twp 07S, Rge 24E B.M.

GROUND WATER

MINIDOKA County

SE1/4SE1/4

Sec. 25, Twp 07S, Rge 24E B.M.

Place of Use

IRRIGATION Within MINIDOKA County

T07S R24E S13	NENE	40.00	T07S R24E S13	NWNE	40.00
T07S R24E S13	SWNE	40.00	T07S R24E S13	SENE	40.00
T07S R24E S13	NENW	40.00	T07S R24E S13	NWNW	40.00
T07S R24E S13	SWNW	40.00	T07S R24E S13	SENW	40.00
T07S R24E S13	NESW	40.00	T07S R24E S13	NWSW	40.00
T07S R24E S13	SWSW	40.00	T07S R24E S13	SESW	40.00
T07S R24E S13	NESE	40.00	T07S R24E S13	NWSE	40.00
T07S R24E S13	SWSE	40.00	T07S R24E S13	SESE	40.00
T07S R24E S14	NENE	40.00	T07S R24E S14	NWNE	40.00
T07S R24E S14	SWNE	40.00	T07S R24E S14	SENE	40.00
T07S R24E S14	NENW	40.00	T07S R24E S14	NWNW	40.00
T07S R24E S14	SWNW	40.00	T07S R24E S14	SENW	40.00
T07S R24E S14	NESW	40.00	T07S R24E S14	NWSW	40.00
T07S R24E S14	SWSW	40.00	T07S R24E S14	SESW	40.00
T07S R24E S14	NESE	40.00	T07S R24E S14	NWSE	40.00
T07S R24E S14	SWSE	40.00	T07S R24E S14	SESE	40.00
T07S R24E S24	NWNE	40.00	T07S R24E S24	SWNE	40.00
T07S R24E S24	SENE	40.00	T07S R24E S24	NENW	40.00
T07S R24E S24	NWNW	40.00	T07S R24E S24	SWNW	40.00
T07S R24E S24	SENW	40.00	T07S R24E S24	NESW	40.00
T07S R24E S24	NWSW	40.00	T07S R24E S24	SWSW	40.00
T07S R24E S24	SESW	40.00	T07S R24E S24	NESE	40.00
T07S R24E S24	NWSE	40.00	T07S R24E S24	SWSE	40.00
T07S R24E S24	SESE	40.00	T07S R24E S25	NENE	40.00
T07S R24E S25	NWNE	40.00	T07S R24E S25	SWNE	40.00
T07S R24E S25	SENE	40.00	T07S R24E S25	NENW	40.00
T07S R24E S25	NWNW	40.00	T07S R24E S25	SWNW	40.00
T07S R24E S25	SENW	40.00	T07S R24E S25	NESW	40.00
T07S R24E S25	NWSW	40.00	T07S R24E S25	SWSW	18.00
T07S R24E S25	SESW	32.00	T07S R24E S25	NESE	40.00
T07S R24E S25	NWSE	40.00	T07S R24E S25	SWSE	36.00
T07S R24E S25	SESE	40.00			

Total Acres: 2486

Conditions of Approval:

1. 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 OCTOTBER 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.
2. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1568 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 36-02315A, 36-02315C, 36-02315D, 36-02315E AND 36-07399.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 400 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 22.77 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 6272 AF.
COMBINED RIGHT NOS.: 36-02315A, 36-02315C, 36-02315D, 36-02315E AND 36-07399.
4. THE POINT OF DIVERSION DESCRIBED AS T07S, R24E, S14, NENE IS A WELL IN THE CENTER OF THE NE QUARTER.

Decreed Date: 8/27/2001

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

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: 36-2315B

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	30.9
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Page _____ of _____

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

Current Water Right No.: 36-8256

Current Owner: IDAHO YOUTH RANCH INC
Priority Date: 12/6/1984
Origin: Water Right
Status: Active
Basis: License

Source

Tributary

GROUND WATER

Beneficial Use	From To	Diversion Rate	Annual Volume
STOCKWATER	1/01 to 12/31	0.02 CFS	2.1 AF
DOMESTIC	1/01 to 12/31	0.11 CFS	9.3 AF
IRRIGATION	4/01 to 10/31	0.42 CFS	84 AF
	Total Diversion	0.55 CFS	95.4 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4	Sec. 24,	Twp 07S,	Rge 24E B.M.
MINIDOKA County				
GROUND WATER	NE1/4NE1/4	Sec. 24,	Twp 07S,	Rge 24E B.M.
MINIDOKA County				

Place of Use

IRRIGATION Within MINIDOKA County

T07S R24E S24	NENE	21.00
Total Acres: 21		

Place of Use: STOCKWATER same as IRRIGATION
Place of Use: DOMESTIC same as IRRIGATION

Page _____ of _____

Conditions of Approval:

1. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

3. The total instantaneous diversion of water from all points of diversion under Transfer No. 4952 shall not exceed 0.55 cfs, nor total combined annual volume of 95.4 af.
 The right holder shall install a suitable measuring device at each point of diversion or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
 Two points of diversion are located within NENE, S24, T07S, R24E.
4. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

5. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Licensed Date: 2/5/1994

Transfer contains	pages and	attachments.
Received by <u>JK</u>	Date <u>12/17/09</u>	Prelim. Check by <u>JK</u> Date <u>12/17/09</u>
Fee Paid <u>\$100.00</u>	Date <u>12/17/09</u>	Received by <u>JK</u> Receipt # <u>5031207</u>
Add'l Fee Paid <u>\$190.00</u>	Date <u>11/17/10</u>	Received by <u>JK</u> Receipt # <u>5031686</u>



**ATTACHMENT # 7B-
IDAHO YOUTH RANCH -TRANSFER MAP
T. 07S R.24E. SECTION 13, & 24
NAIP 2004 AREAL PHOTOGRAPH**



1 inch equals 500 feet

BROCKWAY ENGINEERING, PLLC
ALR (ZL)- 12/17/09

Legend

-  Idaho Youth Ranch Well
-  IYR Proposed PPU = 58.9 Acres
-  Sections
-  T07s24e

 T07s25e

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

Exhibit 1 - Step by Step Process for Evaluating Mitigation Requirements - New Trnsf Memo 24

ESPA Transfer Tool
Water Right:

36-2315B, 36-8256

PA Transfer Tool
ter Right:

315B, 36-8256

	To Cell		From Cell 1	From Cell 2	From Cell 3				
Row	74		72	0	0				
Column	69		70	0	0				
	Pre-Existing*		Proposed - Transient**		Proposed - Stead State***		Increase in Reach Depletion		
	ac-ft/tri	ac-ft/yr	ac-ft/tri	ac-ft/yr	ac-ft/tri	ac-ft/yr	ac-ft/tri	ac-ft/yr	
Ashton to Rexburg:	30.7	92.0	30.7	92.0	30.7	92.0	0.0	0.0	
Heise to Shelley:	9.6	28.7	9.6	28.7	9.6	28.7	0.0	0.0	
Shelley to Near Blackfoot	0.4	1.2	0.4	1.2	0.4	1.2	0.0	0.0	
Near Blackfoot to Neeley:	0.5	1.6	0.5	1.6	0.5	1.6	0.0	0.0	
Neeley to Minidoka:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Devil's Washbowl to Buhl:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Buhl to 1000 Springs:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1000 Springs:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
1000 Springs to Malad:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Malad:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Malad to Bancroft:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Sum:	41.2	123.6	10.5	123.6	41.2	123.6	0	0	

*Preexisting depletion at time of transfer; value obtained from ESPA Trnsf Model "Total Effect w/out Transfer"

**Maximum model predicted increase in depletion; values obtained from time step w/ largest depletion value in the ESPA Trnsf Model "Total Effect w/ Transfer"

***Model predicted increase in depletion at future steady state condition; values obtained from last time step of the ESPA Trnsf Model "Total Effect w/ Transfer"

Step 1: Check to determine if the maximum increase in depletion to a single reach due to the conditions proposed by the transfer, including increases during the transient state, is no greater than 2 ac-ft/trimester.

If increase is greater than 2 ac-ft/trimester mitigation may be required. If increase is less than 2 ac-ft/trimester then mitigation will not be required for the reach in question.

$$\text{Eqn 1: Increase} = (D_{\text{transf, max}} - D_{\text{pre}}) / 3$$

If Increase > 2 ac-ft then 'mitigate' (1), else 'no mitigation' (0)

	Value*	Check 1 - 2 ac-ft/trimester Mitigation Req'd?
Ashton to Rexburg:	0.0	NO MITIGATION 0
Heise to Shelley:	0.0	NO MITIGATION 0
Shelley to Near Blackfoot	0.0	NO MITIGATION 0
Near Blackfoot to Neeley:	0.0	NO MITIGATION 0
Neeley to Minidoka:	0.0	NO MITIGATION 0
Devil's Washbowl to Buhl:	0.0	NO MITIGATION 0
Buhl to 1000 Springs:	0.0	NO MITIGATION 0
1000 Springs:	0.0	NO MITIGATION 0
1000 Springs to Malad:	0.0	NO MITIGATION 0
Malad:	0.0	NO MITIGATION 0
Malad to Bancroft:	0.0	NO MITIGATION 0

*Obtained by using Eqn. 1

Step 2: Check to determine if the maximum increase in depletion to a single reach due to the conditions proposed by the transfer, at the steady state condition, is greater than the preexisting condition by 10.0%.

If increase is greater than 10% mitigation may be required. If increase is less than 10% then mitigation will not be required for the reach in question.

$$\text{Eqn 2: \% Increase} = 100 * (D_{\text{transf, ss}} / D_{\text{pre}} - 1)$$

If % Increase > 10% of Preexisting then 'mitigate' (1) else 'no mitigation' (0)

	Value*	Check 2 - 10% Dep. Increase Mitigation Req'd?
Ashton to Rexburg:	0%	NO MITIGATION 0
Heise to Shelley:	0%	NO MITIGATION 0
Shelley to Near Blackfoot	0%	NO MITIGATION 0
Near Blackfoot to Neeley:	0%	NO MITIGATION 0
Neeley to Minidoka:	0%	NO MITIGATION 0
Devil's Washbowl to Buhl:	0%	NO MITIGATION 0
Buhl to 1000 Springs:	0%	NO MITIGATION 0
1000 Springs:	0%	NO MITIGATION 0
1000 Springs to Malad:	0%	NO MITIGATION 0
Malad:	0%	NO MITIGATION 0
Malad to Bancroft:	0%	NO MITIGATION 0

*Obtained by using Eqn. 2

Step 3: Check to determine if the depletion to a single reach due to the conditions proposed by the transfer, at the steady state condition, is greater than 10% of the total anticipated depletions to the Snake River.

If increase in depletions to the reach in question is greater than 10% of the total depletions to the River, mitigation may be required. If increase is less than 10% of the total, then mitigation will not be required for the reach in question.

$$\text{Eqn 3: \% Increase} = 100 * (D_{\text{transf, ss}} / \sum D_{\text{transf, ss}})$$

If Increase to Reach > 10% of Total Increase Then 'mitigate' (1), else 'no mitigation' (0)

	Value*	Check 3 - 10% of Total Dep. Mitigation Req'd?
Ashton to Rexburg:	74.4%	MITIGATION 1
Heise to Shelley:	23.2%	MITIGATION 1
Shelley to Near Blackfoot	1.0%	NO MITIGATION 0
Near Blackfoot to Neeley:	1.3%	NO MITIGATION 0
Neeley to Minidoka:	0.0%	NO MITIGATION 0
Devil's Washbowl to Buhl:	0.0%	NO MITIGATION 0
Buhl to 1000 Springs:	0.0%	NO MITIGATION 0
1000 Springs:	0.0%	NO MITIGATION 0
1000 Springs to Malad:	0.0%	NO MITIGATION 0
Malad:	0.0%	NO MITIGATION 0
Malad to Bancroft:	0.0%	NO MITIGATION 0

*Obtained by using Eqn. 3

Step 4: If each check (checks 1 - 3) determined that mitigation is required then the applicant is required to mitigate for the full value of increased depletion to the reach in question, as determined by the model.

If any of the checks (checks 1 - 3) determine that mitigation is not required, then the applicant is not required to mitigate.

If sum of mitigation check indicators = 3 Then 'mitigation required', else 'no mitigation required'

Ashton to Rexburg:	No Mitigation Required
Heise to Shelley:	No Mitigation Required
Shelley to Near Blackfoot	No Mitigation Required
Near Blackfoot to Neeley:	No Mitigation Required
Neeley to Minidoka:	No Mitigation Required
Devil's Washbowl to Buhl:	No Mitigation Required
Buhl to 1000 Springs:	No Mitigation Required
1000 Springs:	No Mitigation Required
1000 Springs to Malad:	No Mitigation Required
Malad:	No Mitigation Required
Malad to Bancroft:	No Mitigation Required

IYR WATER TRANSFER CALCULATIONS

BROCKWAY ENGINEERING PLLC

ACRES TO BE MOVED TO THE IYR = 30.9 Acres
TOTAL ACRES = 400.0 Acres
PERCENTAGE OF ACRES TO BE MOVED TO THE IYR = 7.7%

Existing Water Right:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	7.00 CFS
Diversion Volume	1600.0 AFA
Acre LIMIT	400.0 Acres

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

Water Rights to be Transferred to IYR Campus:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	0.54 CFS
Diversion Volume	123.6 AFA
Acre LIMIT	30.9 Acres

Water Right to Remain in WG Farms LLC PPU:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Remaining Diversion Rate	6.46 CFS
Remaining Total Volume Limit	1476.4 AFA
Remaining Acre Limit	369.1 Acres

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

Assignment of Lease

THIS ASSIGNMENT OF LEASE is made and entered into this 11 day of June, 2009, between Idaho Youth Ranch, an Idaho Corporation, hereinafter called "Lessor", Harman Land Ranch, a Partnership, hereinafter called "Assigning Lessee", and WG Farms, Grant 4-D Farms and Mountain View Land, an Idaho Limited Liability Company, an Idaho General Partnership and Idaho LLP respectively, hereinafter collectively called the "Lessee".

WITNESSETH:

WHEREAS the Lessor and Assigning Lessee entered into that certain Amended and Restated Agreement of Lease dated May 17th, 2007 and;

WHEREAS the Assigning Lessee desires to assign his leasehold interest, together with all rights and obligations thereto, unto the Lessee;

THEREFOR, in consideration of the mutual covenants contained herein, the Amended and Restated Agreement of Lease is hereby assigned as follows:

1. The Assigning Lessee hereby assigns its leasehold interest, together with all rights and obligations thereto, unto the Lessee.
2. The Lessor hereby consents to and approves of the assignment of Lease.
3. The Lessee hereby accepts the assignment of the Lease, together with all rights and obligations thereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year in this agreement first written above.

IDAHO YOUTH RANCH
Lessor

BY: [Signature]

MOUNTAIN VIEW LAND, LLP
Lessee

BY: [Signature]

WG FARMS, LLC
Lessee

BY: [Signature]

HARMAN LAND RANCH
Assigning Lessee

BY: [Signature]

Grant 4-D Farms
Lessee

BY: [Signature]

6-19-09

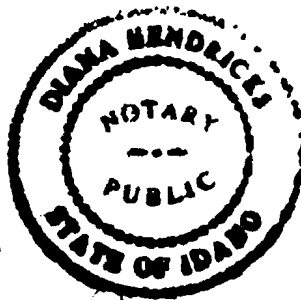


[Signature]

Con Expires 5/23/10

STATE OF IDAHO)
) ss.
County of Ada)

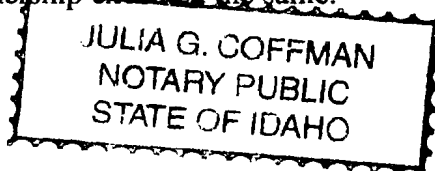
On this 11 day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steven L. Woodworth known or identified to me to be the President + CEO of Idaho Youth Ranch, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Diana Hendricks
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 5/13/2011

STATE OF IDAHO)
) ss.
County of Minidoka)

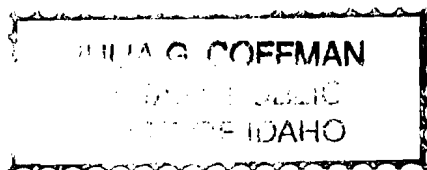
On this 15th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Shane Grant known or identified to me to be the partner of Grant 40 Farms, the general partnership that executed the instrument or the person who executed the instrument on behalf of said general partnership, and acknowledged to me that such general partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Supert, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)
) ss.
County of Minidoka)

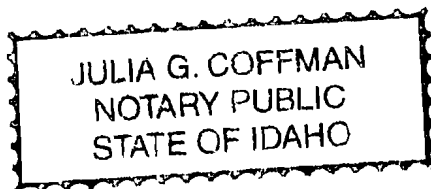
On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of Mountain View Land, LP, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Supert, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)
) ss.
County of)

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the Member of WG Farms, LLC, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at Superior, Idaho
My Commission Expires: 6-20-2014

RECEIVED

DEC 17 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE is made and entered into this 11 day of June, 2009, between Idaho Youth Ranch (the IYR), an Idaho Corporation, hereinafter called "**Lessor**", and Grant 4-D Farms, an Idaho General Partnership and Mountain View Land, an Idaho LLP, collectively doing business as WG Farms LLC, an Idaho Limited Liability Company, hereinafter collectively called "**Lessee**". The Lessor and Lessee shall be referred to collectively as the "**Parties**" where appropriate.

WITNESSETH:

WHEREAS, the Lessor and Harman Land Ranch, a Partnership, hereinafter the "Assigning Lessee," have previously entered into a certain Amended and Restated Agreement of Lease dated May 17th, 2007 (the **Lease Agreement**), and;

WHEREAS, the Assigning Lessee desires to assign its leasehold interest, together with all rights and obligations thereto, to Lessee, and;

WHEREAS, the Lessee desires to accept the assignment of the Assigning Lessee's leasehold interest, together with all rights and obligations thereto, and;

WHEREAS, the Lessor consents and approves to the assignment of the lease, and;

WHEREAS, the Parties are co-owners of that certain Idaho Water Right 36-2315B; **Lessee's** portion of said right confers unto Lessee the right to divert groundwater at the rate of 5.18 cfs, with the annual maximum diversion of 1184 acre feet, for the irrigation of 296 acres of cropland located in the SW $\frac{1}{4}$ Section 13 Township 7S Range 24E, and in the S $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 24 Township 7S Range 24E; **Lessor's** portion of said right confers unto Lessor the right to divert groundwater at the rate of 1.82 cfs, with the annual maximum diversion of 416 acre feet, for the irrigation of 104 acres of cropland located within the NE $\frac{1}{4}$ of Section 13, Township 7S Range 24E, and the NE $\frac{1}{4}$ Section 24, Township 7S Range 24E; and combined the Parties under said right may divert groundwater at the rate of 7.0 cfs, with an annual maximum diversion of 1600 acre feet, for the irrigation of 400 acres of cropland located in the NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Sections 13 Township 7S Range 24E, and the NE $\frac{1}{4}$, NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ Section 24 Township 7S Range 24E and;

WHEREAS, the Lessee is the owner or lessee of real property and various associated Idaho Water Rights of various diversion rates and priority dates, and is in the business of farming and irrigating the agriculture property that surrounds the IYR. The Lessee desires to create a Permissible Place of Use (the **PPU**) encompassing all of the Lessee's Water Rights and all property operated by the Lessee that is contiguous to the IYR, including property leased from the IYR under the Lease Agreement, so as to allow for improved and more efficient management of water, and;

WHEREAS the Lessor is the owner and operator of the Idaho Youth Ranch facility whose physical operation in Minidoka County is located primarily in the NE $\frac{1}{4}$ of Sec. 24 T.7S R.24E. The Lessor has historically utilized a well located in the NENE of said section for the diversion of Idaho Water Right 36-8256 for the irrigation of up to 21 acres of the IYR Campus property within said area. Lessor desires to increase both the permitted rate of diversion and acres within

the permitted place of use of said water right to enable irrigation of hay and pasture for the benefit of Lessor's youth rehabilitation program, and;

Whereas the Parties have entered into a sixteen (16) year Lease Agreement, and desire that the mutually beneficial actions agreed to in this Amendment of Lease remain in place for the term of said Lease Agreement, and desire that simultaneous with the completion or sooner termination of said Lease, all transfer, delivery, combination, and/or separation of water and water rights provided for in this agreement shall terminate, and all permitted uses, diversion rights, permitted irrigated acreage, and priority dates shall revert to the Parties in more or less the same form and fashion as is the case immediately previous to enactment of this Amendment to Lease, and;

WHEREAS, the Parties desire to amend the Lease Agreement to provide for the transfer, delivery, combination, and separation of water and water rights for the mutual benefit of the Parties pursuant to the terms and provisions set forth herein, and to facilitate the enrollment of farm property owned by the Lessee and Lessor into fifteen (15) year contracts authorized by the U.S. Conservation Reserve Enhanced Program (CREP) program for the purpose of conserving water, and;

WHEREAS, the Parties are aware that the Idaho Department of Water Resources (IDWR) will not guarantee that Lessor's portion of Idaho Water Right 36-2315B can be extracted from any Permissible Place of Use (PPU) Lessee creates in the future, and;

WHEREAS, the Parties desire to avoid any future dispute over extracting Idaho Water Right 36-2315B from any PPU, and;

WHEREAS, Lessee agrees that if Lessor's portion of Idaho Water Right 36-2315B cannot be extracted from the PPU at the expiration of the Lease Agreement or the sooner termination thereof, Lessee will purchase Idaho Water Right 36-2315B from Lessor at a price consistent with the fair market value upon expiration of the Lease Agreement, and;

WHEREAS, Duane Grant and Steve Whitesides are each part of Grant 4-D Farms and Mountain View Land, an Idaho General Partnership and an Idaho LLP respectively, and;

WHEREAS, Duane Grant and Steve Whitesides, agree to personally guarantee any payment required under the terms of the Lease Agreement, including but not limited to payment to Lessor for Lessor's Portion of Idaho Water Right 36-2315B in the event the water right cannot be extracted from a PPU in the future.

THEREFORE, in consideration of the mutual covenants contained herein, the Lease Agreement is hereby amended as follows:

1. The Parties agree that all Sections (or Sec.) referenced or described in this document are located within Minidoka County, Idaho.
2. The Parties agree that Lessor's Portion of Idaho Water Right 36-2315B is and shall remain the property of the Lessor, and nothing in this agreement shall be construed in any way whatsoever to represent that said Idaho Water Right is being sold, conveyed, or permanently transferred to Lessee, its agents or assigns. For purposes of satisfying the

Idaho Department of Water Resources recordkeeping requirements only, the Parties agree that this water right may be held in the name of WG Farms LLC.

3. The Parties agree that Idaho Water Rights 36-2315A, Lessee's Portion of 36-2315B, 36-2315C, 36-2315D, 36-2315E, 36-7399, 36-8257, 36-8258, 36-8259, 36-2415B are and shall remain the property of the Lessee, and nothing in this agreement shall be construed in any way whatsoever to represent that said Idaho Water Rights are being sold, conveyed, or permanently transferred to Lessor, its agents or assigns.
4. The Parties agree that the Lessee shall cause the Idaho Department of Water Resources to create a Permissible Place of Use for the application of irrigation water, and that said PPU shall consist of all or portions of Sec. 12, 13, 14, 24, and 25, Township 7S Range 24E, and all or portions of Sec. 7, 18, and 19, Township 7S Range 25E. Said PPU will be known for the purpose of this document as the "**Lessee's PPU**".
5. Lessor hereby authorizes Lessee to combine Idaho Water Right 36-2315B into Lessee's PPU.
6. The Lessor hereby authorizes and the Parties agree that all property owned by the Lessor located within the E $\frac{1}{2}$ of Sec. 13, Township 7S Range 24E, except 10.4 Acres located in the SESE of said Sec. shall be included in Lessee's PPU. Further, Lessor hereby authorizes and the Parties agree that all property owned by the Lessor within the NE $\frac{1}{4}$ Sec. 24, Township 7S Range 24E, except the NENE $\frac{1}{4}$ of said Sec. and 10.3 acres located in the N $\frac{1}{2}$ of the SENE $\frac{1}{4}$ of said Sec. and 10.2 acres located in the W $\frac{1}{2}$ of the NENE $\frac{1}{4}$ of said Sec., shall be included in the Lessee's PPU.
7. The Parties agree that both the Lessor's property and the Idaho Water Right 36-2315B shall remain in the Lessee's PPU so long as the Lease Agreement remains in effect.
8. The Parties hereby agree to hire Brockway Engineering of Twin Falls, Idaho to prepare and submit documentation unto the IDWR to facilitate the separation and allocation of 30.9 acres of water rights, with a cfs diversion rate of .0175cfs per acre, or .54 cfs, from Lessor's portion of Idaho Water Right 36-2315B unto Lessor for Lessor's use in irrigation of the Idaho Youth Ranch facility. Said water rights, when combined with IYR Idaho Water Right 36-8256, shall constitute the "**Lessor's PPU**". Said water rights are intended to be used to irrigate 21 acres permitted under Right 36-8256, and an additional 10.4 Acres located in the SESE Section 13, T.7S, R.24E, and 10.3 acres located in the N $\frac{1}{2}$ of the SENE Section 24 T.7S, R.24E, and 10.2 acres located in the W $\frac{1}{2}$ of the NENE Section 24 T.7S, R.24E. The point of diversion of said water rights will be the Campus Well, and all cost associated with use of the rights shall be paid by the IYR. Further, Brockway Engineering shall prepare and submit documentation unto IDWR to enlarge the PPU of the Campus Well to accommodate the above 30.9 acres of place of use. The cost for the professional services rendered by Brockway Engineering shall be born equally between the IYR and WG Farms.

9. Lessor specifically authorizes Lessee to enroll into the CREP program portions of the Leased Premises.
10. The Lease Term is hereby amended to be Sixteen (16) Years in length, and that said Term shall commence on the signing of this agreement or on May 17th, 2009, whichever is sooner.
11. At the expiration of the Lease Agreement or the sooner termination thereof, the Parties agree that the Lessor shall have the right to withdraw from the PPU both the Lessor's property and Lessor's Portion of Idaho Water Right 36-2315B. At that time the Lessee shall be obligated to timely submit a complete and valid request to IDWR for the withdrawal and exclusion from Lessee's PPU of both the Leased Premises and Lessor's Portion of Idaho Water Right 36-2315B. The Parties agree to timely execute all documents required to effect the same.
12. The Parties agree that Duane Grant and Steve Whitesides will personally guarantee any payment required under the terms of the Lease Agreement, including but not limited to payment to Lessor for Lessor's Portion of Idaho Water Right 36-2315B in the event the water right cannot be extracted from a PPU in the future.
13. The Parties agree to record the Lease Agreement, Assignment of Lease, and Amendment of Lease with the Recorder of the County of Minidoka, State of Idaho, and to make the Amendment of Lease document available to the Idaho Department of Water Resources.
14. This Agreement may be executed in various counterparts, each of which shall constitute an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile which shall be effective as an original.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands the day and year in this agreement first written above.

IDAHO YOUTH RANCH, an Idaho Corporation, Lessor

By: Steven L. Woodward

Its: President & CEO

WG Farms LLC, an Idaho Limited Liability Company, Lessee

By: Sh. White

Its: Member

MOUNTAIN VIEW LAND, an Idaho Limited Liability Partnership, Lessee

By: Sh. White

Its: Member

Grant 4-D Farms, an Idaho General Partnership, Lessee

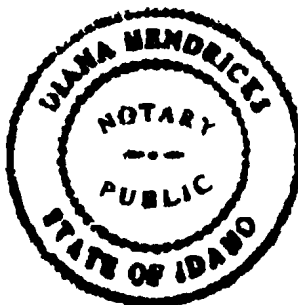
By: Sh. White

Its: Partner

STATE OF IDAHO)

County of Ada) ss.

On this 11 day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steven L. Woodward known or identified to me to be the President & CEO of Idaho Youth Ranch, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

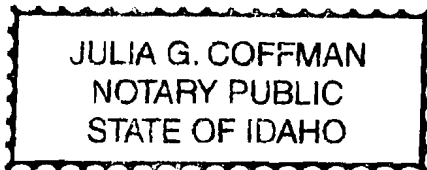


Diana Mendricks
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 5/13/2011

STATE OF IDAHO)

County of Minidoka ss.

On this 15th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Duane Grant known or identified to me to be the Grant 40 Farms of partner, the general partnership that executed the instrument or the person who executed the instrument on behalf of said general partnership, and acknowledged to me that such general partnership executed the same.

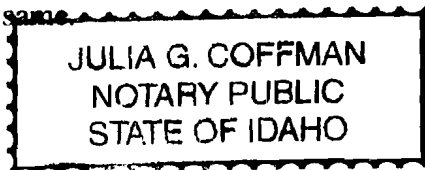


Julia G. Coffman
Notary Public for Idaho
Residing at Rupert, Ida.
My Commission Expires: 6-20-2014

STATE OF IDAHO)

County of Minidoka ss.

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of WG Farms LLC, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.

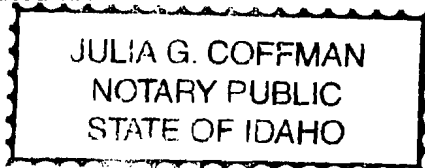


Julia G. Coffman
Notary Public for Idaho
Residing at: Rupert, Ida.
My Commission Expires: 6-20-2014

STATE OF IDAHO)

County of Minidoka ss.

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of Mountain View Land, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Rupert, Ida.
My Commission Expires: 6-20-2014