

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking the space provided (Under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-13898					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **Filing Fee**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claims(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (If necessary to clarify diversion of water rights or other complex property descriptions); **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/ or adjudication claim(s) (there are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and /or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) Guimar W. Hufsmith
PO Box 388
Driggs, ID 83422

4. New Owner Claimant(s) Thunder Eleven LLC
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address: 848 N Rainbow Blvd #2660

City, State and ZIP Code: Las Vegas, Nv. 89107

New Telephone Number: Office: (949) 251-7600; Cell: (949) 338-8601; Fax: (949) 251-7601

Prepared by Keith C. Wilson

Rocky Mountain Environmental Assoc. Inc.
 482 Constitution Way, Suite 303, Idaho Falls, ID 83402

 **Rocky Mountain ENVIRONMENTAL**
 (208) 524-2353 / (208) 524-1795 Fax

RECEIVED
MAY 19 2009
 Department of Water Resources
 Eastern Region

5. Date you acquired the property: March 24, 2009
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

Description of your portion of water right		
(If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number & type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimants(s) _____

Joe Landstrom, Manager, Thunder Eleven LLC

Name

Title

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by JPS Date 5-19-08 Receipt Amt. 25.00
 Received by JPS Date 5-19-08 Receipt No. E0035045
 Processed by _____ AJ Date _____ WR _____ Date _____

Prepared by Keith C. Wilson

Rocky Mountain Environmental Assoc. Inc.
 482 Constitution Way, Suite 303, Idaho Falls, ID 83402



(208) 524-2353 / (208) 524-1795 Fax

Robert & Guiomar Hufsmith
PO Box 388
Driggs, ID 83422

April 14, 2009

Idaho Department of Water Resources
900 N Skyline Drive, Ste A
Idaho Falls, ID 83402

RE: 22-13898

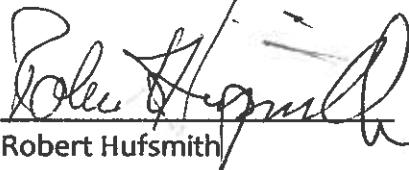
Dear Sir:

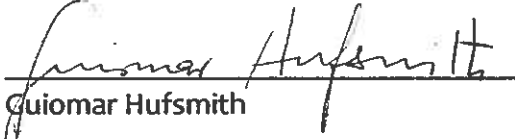
On October 19, 2006, we entered into an Option Agreement for Purchase and Sale of Water Right with Idaho Water Co., LLC. or Del Kohtz, 1135 Valley Rd. So., Eden, Idaho 83325. The agreement allowed Idaho Water Co. LLC. to transfer a portion of 22-13842 to another property, and would be given possession and use of that portion of the water right upon closing of each transfer.

We understand that it is the opinion of the Idaho Department of Water Resources that the agreement did not acknowledge the actual purchase of 0.02 cfs (22-13898) from Guiomar Hufsmith (Order Denying Petition for Reconsideration RE: Application for Transfer Number 75180, dated March 3, 2009.)

This letter was prepared to notify the Idaho Department of Water Resources that we have been fully compensated for the Purchase and Sale of Water Right for 0.02 cfs of 22-13842 (i.e. water right 22-13898), and that Idaho Water Co., LLC. by Del Kohtz, has all right title and interest to water right 22-13898.

Sincerely,


Robert Hufsmith


Guiomar Hufsmith

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

IN THE MATTER OF APPLICATION)
FOR TRANSFER NO. 75180 IN THE)
NAME OF THUNDER ELEVEN LLC)

**ORDER DENYING PETITION
FOR RECONSIDERATION**

This matter having come before the Department of Water Resources (Department) as a petition to reconsider the issuance of an application for transfer, the Department makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. On October 1, 2008, the Department received Application for Transfer No. 75180 in the name of Thunder Eleven LLC, prepared by Rocky Mountain Environmental, requesting to change the point of diversion, place of use and nature of use for 0.02 cfs of water right 22-13842 in the name of Guiomar W. Hufsmith.

- ~~2. To confirm chain of title for the 0.02 cfs the following documents were submitted with the~~
transfer application:

Option Agreement for Purchase and Sale of Water Right, signed October 19, 2006, by Robert and Guiomar Hufsmith and Idaho Water Co. by Del Kohtz (not recorded)
Contract #0652, Agreement for Purchase and Sale of Water Right, signed November 15, 2006, by Del Kohtz of Idaho Water Co. and Joe Landstrom (not recorded)
Special Warranty Deed for Water Rights, signed November 15, 2006, by Del Kohtz of Idaho Water Co. and Joe Landstrom (not recorded)
Quitclaim Deed, signed August 20, 2008, by Joe Landstrom and Shelley B. Landstrom, recorded as Instrument #200032 in Teton County Idaho
Quitclaim Deed, signed September 2, 2008, by Joe Landstrom, recorded as Instrument #200033 in Teton County Idaho
Special Warranty Deed for Water Rights, signed September 25, 2008, by Joe Landstrom

3. On January 28, 2009, the Department issued a preliminary order approving transfer #75180, splitting water right 22-13842 into 22-13897 and 22-13898 and leaving the two new water rights in the name of Guiomar W. Hufsmith.
4. On February 9, 2008, the Department received a petition for reconsideration (petition) of the order from Rocky Mountain Environmental (petitioner). The petitioner asks the Department to amend the order changing the ownership of water right 22-13898 to reflect Thunder Eleven LLC.

CONCLUSIONS OF LAW

1. Section 67-5243(3), *Idaho Code*, provides in pertinent part as follows:

Unless otherwise provided by statute or rule, any party may file a motion for reconsideration of a recommended order or a preliminary order within fourteen (14) days of the issuance of that order. The presiding officer shall render a written order disposing of the petition.

2. Rule 730.02.a. of the Rules of Procedure of the Department provides in pertinent part that the Department will "dispose of the petition for reconsideration within twenty-one (21) days of its receipt or the petition will be considered denied by operation of law."
3. It is the Department's position that The Option Agreement for Purchase and Sale of Water Right, signed October 19, 2006, by Robert and Guiomar Hufsmith and Idaho Water Co. by Del Kohtz, provides authorization for filing a transfer application but does not acknowledge the actual purchase of 0.02 cfs from Guiomar W. Hufsmith.
4. The Department should deny the petition for reconsideration of the order pursuant to Section 67-5243(3), *Idaho Code*.

ORDER

IT IS HEREBY ORDERED that the petition for reconsideration of the preliminary order approving Application for Transfer # 75180 is **DENIED** pursuant to Section 67-5243(3), *Idaho Code*.

Dated this 3 day of March, 2009.


Ernest Carlsen
Water Resource Program Manager

IDAHO WATER COMPANY LLC

1135 Valley Road South
Eden, Idaho 83325
Office (208) 825-5617
Cells 410-0438 or 312-1135

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 10/19/06 2006

by and between Idaho Water Co. or Del Kohtz hereinafter ("Buyer"), and Robert and Guiomar Hufsmith husband and Wife of PO Box 388 Driggs, Idaho 83422 hereinafter ("Seller"). Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the end buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers portions of Idaho Water Rights numbered 22-7282 and 22-7128 and the water appurtenant thereto, for \$ Dollars) per acre. There are 220 acres in this agreement. Legals for the tracts in each Water Right to be "dried up" will be listed under exhibit A.

2. The total purchase price shall be \$ 00 (dollars). The entire purchase price shall be paid on the closing dates described in paragraph 4 below. Buyer will pay seller \$ earnest money at signing. There will be a thirty day due diligence period after signing this contract for buyer to investigate the Water Right. If Buyer finds the Subject Water Right to be valid and not in forfeiture Buyer will pay Seller a \$30,000.00 (thirty thousand

dollars) option payment.

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to IDWR finding that the Water Right is valid and transferable. If the Water Right is invalid or non-transferable, this Agreement shall become null and void and all moneys shall be refunded.

4. The Buyer desires to buy the Water Rights, in separate tracts in order as agreed upon by both parties. Each transfer will be closed separately as they are paid for. This contract will be the standard contract and price for each transfer. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto, upon the closing of each transfer. The remaining Water Rights designated as part of this contract shall remain the property of the seller until they are paid for and so forth until the entire portion of the Water Right spoken of in this contract is sold.

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

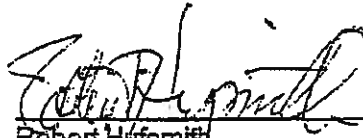
6. Option: Seller understands Buyer is transferring the water appurtenant to Sellers property to another property. Buyer may extend this contract to accomplish the transfers after 365 days by paying interest of on the balance of the contract starting at the 1st anniversary date.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

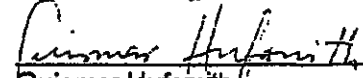
8. Seller shall not, prior to any termination of this agreement, enter into or Execute any encumbrance, lease or other agreement with respect to the Water Rights. Seller shall Not solicit any other offers for the portion of the Water Rights in which Buyer and Seller are Under contract to purchase.

OTHER PROVISIONS

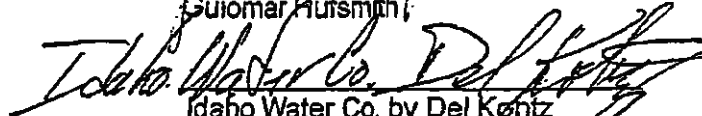
IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.


Robert Hufsmith

Date 10/19 2006


Guiomar Hufsmith

Date 10/19 2006


Idaho Water Co. by Del Kentz

Date 10/19 2006

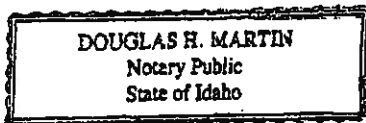
STATE OF IDAHO

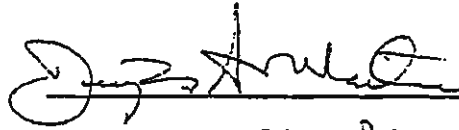
County of Teton

)
) S.

On this 19th day of October 2006, before me the undersigned Notary Public in and for said state, personally appeared Delbert Kohtz and Robert and Guiomar Hufsmith known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

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




Notary public for Sister of Delbert

Residing at Sawtooth Valley, Idaho

My commission expires 2-28-2010

Exhibit 1

Legals for the acres to be dried up from Water Rights listed below:

WATER RIGHT NUMBER 22-7282 V1

Acreage to be dried up
IRRIGATION

Twp Rge Sec
05N 44E 25

NE				NW				SW				SE				Totals
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
				5.0	5.0	5.0	5.0									20.0

WATER RIGHT NUMBER 22-7128 V1

Acreage to be dried up
IRRIGATION

Twp Rge Sec
05N 44E 25

NE				NW				SW				SE				Totals
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17.0	16.5	16.5	17.0									33.0	34.0	33.0	33.0	200.0

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT -5

204405 MAY 4 '09 PM 4 31

When recorded return to:
Rocky Mountain Environmental Associates, Inc.
482 Constitution, Ste 303
Idaho Falls, ID 83402

SPECIAL WARRANTY DEED FOR WATER RIGHTS

CONTRACT # _____

Idaho Water Co. LLC, an Idaho LLC company registered to do business in Idaho as Idaho Water Co. LLC, whose address is 1135 Valley Rd. So. Eden, Idaho 83325, (Grantor) does hereby grant, bargain, sell, assign, and convey unto Thunder Eleven LLC whose address is 848 N. Rainbow Blvd. #2660 Las Vegas Nv. 89107 (Grantee) and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the water rights described in Exhibits 1 and hereto (collectively the "Water Rights")

Grantor retains no residual or reversionary interest in any of the Water Rights.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner in fee simple of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that each of the Water Rights is free from all liens, claims, or encumbrances;
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

Special Warranty Deed For Water Rights – 1

Instrument # 204405
TETON COUNTY, IDAHO
5-4-2009 04:31:00 No. of Pages: 2
Recorded for : ROCKY MOUNTAIN ENVIRONMENTAL
MARY LOU HANSEN Fee: 6.00
Ex-Officio Recorder Deputy
E. HANSEN
SPECIAL WARRANTY

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: Idaho Water Co. LLC By Del Kohtz

Dated: 3/24/09

By: Delbert Kohtz
Delbert Kohtz

Exhibits:

Exhibit 1: Water Right Number

22-13898 (undivided)

Exhibit 2: Water Right Report

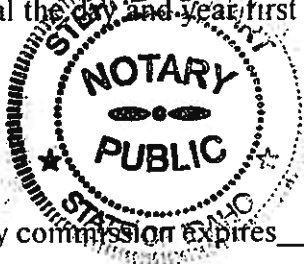
(.00829 cfs/acre from 22-728
(2 acres in this transaction)

STATE OF IDAHO

County of Bennett

On this 24 day of March, 2009, before me the undersigned Notary Public in and for said state, personally appeared Delbert Kohtz, _____ known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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



Notary public for Idaho

Residing at Idaho Falls