

RECEIVED

AUG 02 2007

Form 222 November 30, 1999

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION Transfer No. 73969APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Robert RohePhone 208 726-8090
(949) 661-5843Post Office address 26212 Calle Roberto, San Juan Capistrano, CA 92675 PO BOX 2288KETCHUM, ID83340-2288PER
10/6/08
E-MAIL

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Robert Rohe is purchasing 37-21956 for irrigation of one acre and to serve as mitigation for evaporation from a 0.10 acre groundwater fed pond. 37-21956 allocates 5.6 inches to irrigation of one acre. A pump will be placed in the pond which will become the new point of diversion.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-21956</u>	<u>3/24/1883</u>	<u>0.02 cfs</u>	<u>Irrigation</u>	<u>04/15</u> to <u>10/31</u>
		<u>0.01 cfs</u>	<u>Recreation</u>	<u>04/15</u> to <u>10/31</u>
				to _____
<u>*</u>		<u>0.08 cfs</u>	<u>Mitigation</u>	<u>04/15</u> to <u>10/31</u>

2. Total amount of water being transferred 0.11 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to Big Wood River

4. Point(s) of Diversion: * Big Wood River Malad River

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
<u>/</u>	<u>NW</u>	<u>NE</u>	<u>NE</u>	<u>6</u>	<u>3N</u>	<u>18E</u>	<u>Blaine</u>	<u>Excavated pond fed by Big Wood River</u>
<u>*</u>		<u>SW</u>	<u>NW</u>	<u>20</u>	<u>2N</u>	<u>18E</u>	<u>Blaine</u>	<u>Hiawatha Canal</u>
					<u>3N</u>			

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>3N</u>	<u>18E</u>	<u>6</u>	<u>0.9</u>																<u>0.9</u>
<u>3N</u>	<u>18E</u>	<u>6</u>	<u>R</u>																<u>0.1</u>
<u>2N</u>	<u>18E</u>	<u>4</u>								<u>M</u>									

Total Acres 1.0 acres

PART 1

6. General Information:

- a. Description of diversion system A pond will be dug in an existing slough fed by groundwater from the river.
A pump will be placed in the pond to divert water for irrigation of pasture. The water in the
pond comes through the ground from the river. A test pit was dug in the new pond location. When
water is pumped from the test pit it refills within 15 minutes.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
Yes X 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 affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Lands previously irrigated have changed use. Buyer has agreed to retain 0.08 cfs of the right
in Hiawatha canal for conveyance of remaining canal rights.

- d. Remarks:
New diversion pond lies only 300 feet from the river channel. Substrate is gravel and large cobble
with a high degree of permeability. Water levels in the slough and the river have been surveyed on
three seperate occassions in various seasons. They were found to match very closely.

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

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

Transfer No. _____
Receipt No. _____

Current Water Right No. 37-21956

Priority Date: 03/24/1883

Origin: Adjudication Recommendation

Basis: Decreed

Status: Active

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/15 10/31	0.11 CFS		
STOCKWATER	04/15 10/31	0.11 CFS		
Total Diversion		0.11 CFS		

Source and Point(s) of Diversion:

BIG WOOD RIVER SWNW 03N 18E 20 BLAINE

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	18E	4								1.0									1.0

Total Acres: 1

PLACE OF USE: STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	18E	4								X									

Conditions/Remarks:

1. 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. The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
3. This right is a split from former right 37-577
4. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

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 _____ for _____ purposes from _____ to _____
 (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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

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	

Total Acres _____

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

1. amount 0.08 cfs for ditch conveyance purposes from _____ to _____
 (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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

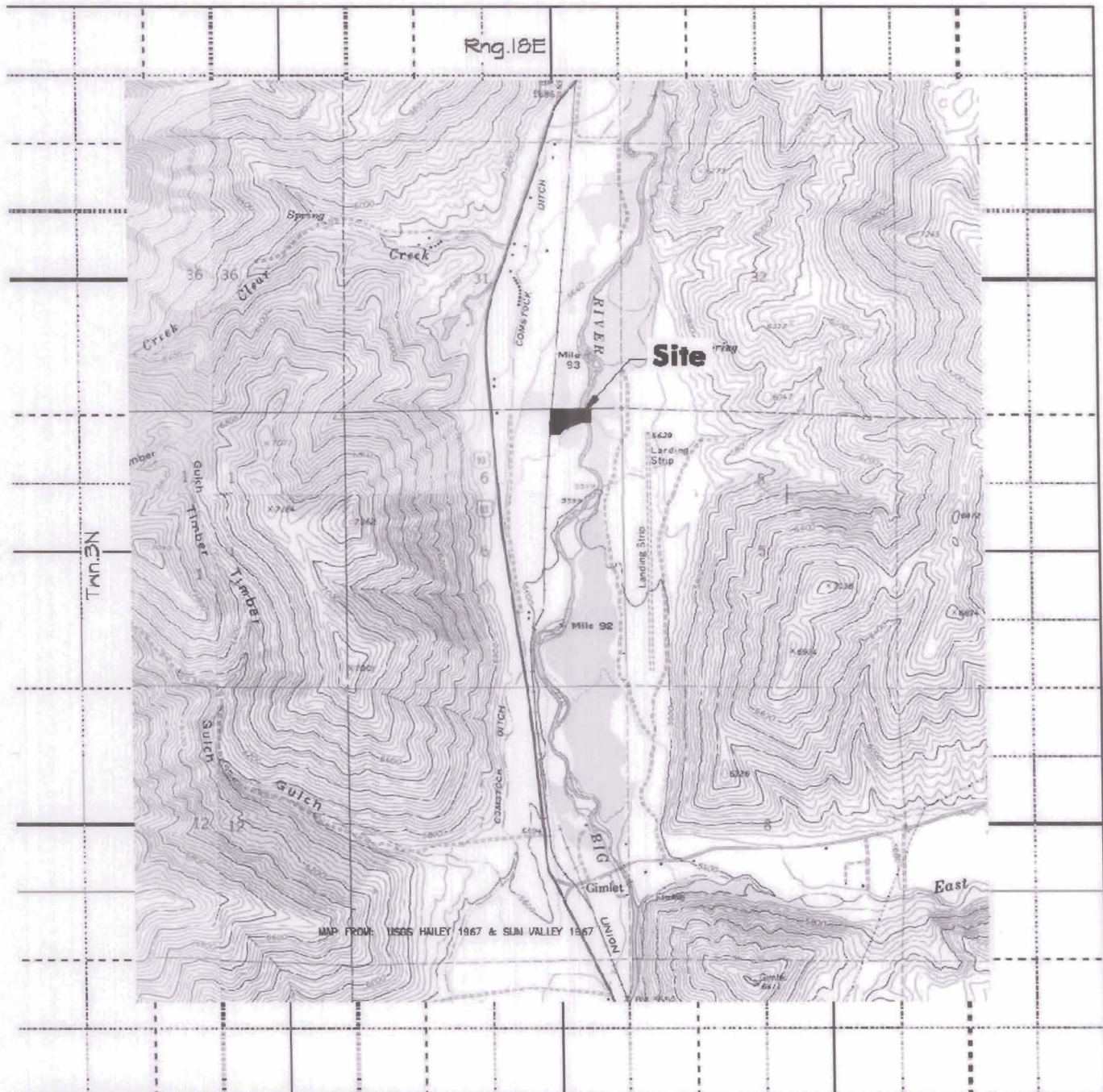
Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION 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.



Scale: 2 inches equals 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
	<u>Recreation</u>	<u>0.01 cfs</u>		<u>4/15</u> to <u>10/31</u>
	<u>Mitigation</u>	<u>0.08 cfs</u>		<u>4/15</u> to <u>10/31</u>

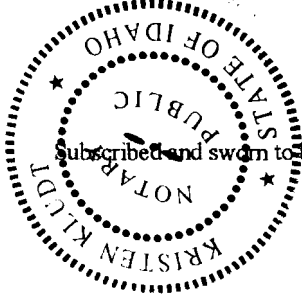
2. Quantity and quality of return flows and location of discharge: No discharge

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

Hiawatha canal uses are protected because 0.08 cfs of the transferred water will be retained for conveyance of remaining rights.

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.



Subscribed and sworn to before me this

31st

day of

July

, 20

07

(Signature of Applicant)

(Notary Public)

My commission expires

12-14-07

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by P. SKINNER

Date 8/2/2007

Protest filed by _____

Prelim. Check by P. SKINNER

Fee \$100.00 5029653

Received by P. SKINNER

Date 8/3/2007

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 _____

**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHT**

RECEIVED
AUG 22 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT is made and entered into this 1st day of ~~February~~ ^{March} 2007, by and between David and Linda Cropper (hereinafter collectively referred to as "Seller"), and Robert Rohe (hereinafter collectively referred to as "Buyers").

RECITALS:

WHEREAS, the Seller owns water right 37-21956 ("water right"), which is appurtenant to the Seller's real property located in County of Blaine, State of Idaho, and more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference;

WHEREAS, the Buyers desire to purchase a the water right from the Seller in accordance with the terms herein below set forth; and

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

ARTICLE I.

Sale of Water Right.

1.1. Water Right. The Seller agrees to sell and convey, and the Buyers agree to buy one irrigable acre (estimated to be 0.03 cfs) of water right 37-21956, the water right more particularly described in Exhibit "A" to this Agreement, attached hereto and incorporated herein by reference.

1.2. Conveyance Loss. The parties understand that the Buyer wishes to transfer the water right out of the Hiawatha Canal. As such, the parties understand that Buyer will be required to keep twenty percent (20%) of what he purchases in the Hiawatha Canal.

ARTICLE II.

Purchase Price.

2.1. The purchase price shall be Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00), for each irrigable acre, approved for transfer by the Idaho Department of Water Resources ("IDWR"). Payment shall be contingent upon approval by the IDWR of a transfer of the water right to a property of the Buyers' choosing

ARTICLE III.

Warranties and Disclaimer.

3.1. The Buyers acknowledge and agree that they have been informed and understand that the Sellers makes no warranties, express or implied, to the Buyers, except as to title as contained in the title clause in the Agreement.

ARTICLE IV.

Deed.

4.1. Title shall be conveyed by a Deed once a transfer is approved by the IDWR, and such Deed shall convey to the Buyers the fee simple of the water right free from all encumbrances.

ARTICLE V.

Water Right Transfer

5.1. The Buyers shall be responsible to file and pay for all fees and costs of the transfer. As the current owner of the water right, Seller agrees to cooperate in the transfer by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision.

ARTICLE VI.

Miscellaneous Provisions.

6.1. Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Sellers and the Buyers contained in this Agreement shall survive the closing hereunder.

6.2. Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

6.3. Number and Gender of Persons. The terms "Buyers" and "Seller" are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyers consist of two or more persons, including but not limited to individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such

term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

6.4. Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

6.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6.6. Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

6.7. Entire Agreement. The Seller and Buyers acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyers agree that the terms, covenants and conditions of this Agreement shall supercede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

6.8. Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Dated: July 31, 07

David Cropper
David Cropper, Seller

STATE OF IDAHO,)
) : ss.
County of Blaine)

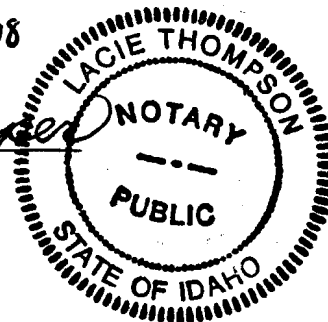
On this 31st day of July, 2007, before me, a Notary Public in and for said State, personally appeared David Cropper, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Lacie Thompson
NOTARY PUBLIC in and for
the State of Idaho
residing at Belleme
Commission expires 1/14/2008

Dated: July 31, 07

Linda C. Cropper
Linda Cropper, Seller

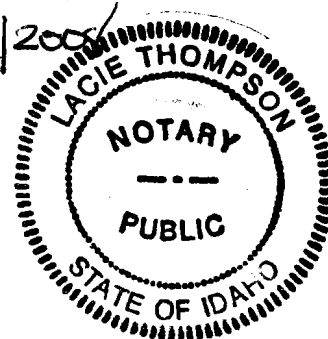


STATE OF IDAHO,)
) : ss.
County of Blaine)

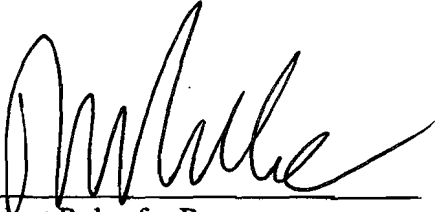
On this 31st day of July, 2007, before me, a Notary Public in and for said State, personally appeared Linda Cropper, known to me to be the person whose names is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Lacie Thompson
NOTARY PUBLIC in and for
the State of Idaho
residing at Belleme
Commission expires 1/14/2008



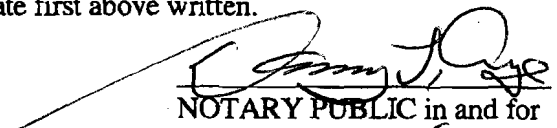
Dated: 3-1-07


Robert Rohe, for Buyer

STATE OF ~~IDaho~~ ^{CA})
County of ~~Blaine~~ ^{CR}) : ss.

On this 1 day of march, 2007, before me, a Notary Public in and for said State, personally appeared Robert Rohe, known to me to be the person whose name is subscribed to the within 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 in this certificate first above written.


NOTARY PUBLIC in and for
the State of ~~Idaho~~ ^{CA}
residing at SJC
Commission expires 4-28-08

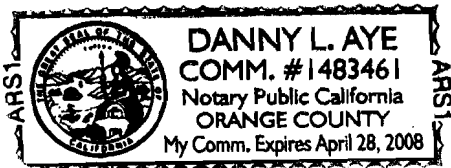


EXHIBIT "A"

Water Right 37-21956

Owners: David and Linda Cropper
P.O. Box 203
Bellevue, ID 83313

Source: Surface (Big Wood River)

Beneficial Use: Irrigation

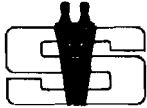
Period of use: Irrigation - 4/01 to 10/15

Diversion Rate: Irrigation 0.11 cubic feet per second ("cfs")

Place of Use: Irrigation – Township 02N, Range 18E, Section 4, SENW, 1 acre

Irrigated Acres: 1

THIS INSTRUMENT WAS FILED FOR
RECORD BY BLAINE COUNTY TITLE,
AS AN ACCOMMODATION ONLY, IT
HAS NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AS TO ITS EFFECT
UPON THE TITLE.



When Recorded, return to:

Instrument # 480602

HARVEY, BLAINE, IDAHO

2003-03-19 08:05:00 No. of Pages: 2

Recorded for: BLAINE COUNTY TITLE

MARSHA RIEMANN Fee: 6.00

Ex-Officio Recorder Deputy

Index to: GRANT DEED

RECEIVED

AUG 29 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

GRANT DEED

GRANTOR, ROBERT ROHE and BETH ROHE, husband and wife

whose current address is 26212 CALLE ROBERTO, SAN JUAN CAPISTRANO 92675

for a good and valuable consideration does hereby GRANT, SELL AND CONVEY unto ROBERT W.
ROHE and BETH S. ROHE, Trustees of the R. AND B. ROHE REVOCABLE TRUST,
DATED NOVEMBER 2, 1993

GRANTEE, whose address is 26212 CALLE ROBERTO, SAN JUAN CAPISTRANO, CA 92675
the following described real property situate in the County of BLAINE, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

Parcel Number:

TOGETHER WITH all hereditaments, tenements, and appurtenances thereunto appertaining.

To have and to hold the property granted by this deed to grantee, and grantee's heirs and assigns forever. And
grantor covenants that grantor has not done or suffered anything whereby the described property has been
encumbered in any way whatever.

Dated: March 12, 2003

ROBERT ROHE

BETH ROHE

State of CALIFORNIA

SS.

County of ORANGE

On this 15th day of MARCH, 2003, before me, the
undersigned, a Notary Public, in and for said State, personally appeared ROBERT ROHE and BETH
ROHE

known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public

Residing at: SAN JUAN CAPISTRANO, CA

Commission Expires: 7-5-06



GAL DESCRIPTION

Order Number: 00009748

Lot 16 of GIMLET SUBDIVISION NO. 10, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder, recorded March 18, 1977, as Instrument No. 172372, records of Blaine County, Idaho.

and

A parcel of land lying Westerly of, and adjacent to Lot 16, GIMLET SUBDIVISION NO. 10, Blaine County, Idaho, according to the official plat thereof on file in the office of the Blaine County Recorder, Hailey, Idaho being more particularly described as follows:

COMMENCING at the point marking the Northwest corner of said Lot 16, which point is known as the REAL POINT OF BEGINNING; thence S. 4°43'20" W., 567.02 feet, along the Westerly boundary of said Lot 16, to the Southwest corner of said Lot 16; thence N. 85°16'40" W. 75.00 feet, being perpendicular to the former Union Pacific Railroad Right of Way; thence N. 4°43'20" E., 567.02 feet, being parallel to the former Union Pacific Railroad Right of Way; thence S. 85°16'40" E., 75.00 feet, to the REAL POINT OF BEGINNING.