

Form 1-222
12-92

STATE OF IDAHO
AMENDED DEPARTMENT OF WATER RESOURCES AMENDED

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

1. Name of Applicant Huntsman Springs Inc Phone (208) 354-9660Mailing Address 97 N. Highway 33, Driggs, ID 83422

Contact Person: Harvey Walker Cell (208) 520-7880*
2338 N 2930 W
Arco, ID 83213

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: Establish a permissible place of use for irrigation of 307 acres within a planned subdivision.

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

1. Right Number Priority Amount Nature of Use Period of Use

22-7319 (Part)	02/20/1980	3.01 cfs	Irrigation	04/15 to 10/31
22-7215B*	03/03/1977	0.68 cfs	Irrigation	04/15 to 10/31
22-7215C*	03/03/1977	0.40 cfs	Irrigation	04/15 to 10/31

2. Total amount of water being transferred 4.09 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local Name for Diversion
		NW	SW	24	5N	45E	TETON	Fair grounds Wells*
	SW	SE	NW	26	5N	45E	TETON	New Well to be drilled

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
05N	45E	22		40	40										40	40	40	40	240
05N	45E	23											40	20					60
05N	45E	26					9.7	40	40	3.8	5.0	40	40	2.0					180.5
05N	45E	27	40	40	40	40									40	40		40	280

Total Acres 760.5**

* Fair ground wells 22-7215B & 22-7215C. See transport agreement with Grand Teton Canal Co.

** Limited to 307 irrigated acres within the 780.5 acres described.

NOV 14 2007

Department of Water Resources
Eastern Region

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PART 1

8. General Information:

- a. Description of diversion system: Fair ground wells (22-7215B/22-7215C) discharge into the Curtis-Johnson Lateral of the Grand Teton Canal Co. & are re-diverted into the irrigation system. Right 22-7319 (Part) will be diverted from a new well on the golf course.
- 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 affect on the land now irrigated if the place of use is changed pursuant to this transfer: Both the original land from which these rights will be removed and the new place of use have Grand Teton Canal water appurtenant to them.
- d. Remarks: Rights 22-7319, 22-7215B & 22-7215C provide 4.09 cfs & 307 acres. Applicant wants to establish a permissible place of use since the subdivision final plat has not been finalized. The fair ground wells (22-7215B/22-7215C) discharge into the Curtis-Johnson Lateral of the Grand Teton Canal Co. & are re-diverted into the irrigation system (See attached transport agreement). The well for water right 22-7319 (Part) will be drilled at the new place of use. Acres in the NENW (9.7 ac), SENW (3.8 ac), NESW (5 ac) and the SESW (2.0 ac) Sec 26, T05N, R45E are parks within the City of Driggs. Change in ownership of 22-7319 attached. Change in ownership of 22-7215B & 22-7215C have been filed with IDWR.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 20__

for the Director

74231

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

WATER RIGHT NO. 22-7319 Adjudication Recommended Right Report

<u>Owner Type</u>	<u>Name and Address</u>	
Current Owner	FILLMORE FARMS LLC 500 HUNTSMAN WAY	SALT LAKE CITY, UT 84108 (801)584-5864

Priority Date: 02/20/1980 Basis: License Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	6.7 CFS	1970.5 AFA
Total Diversion			6.7 CFS	

Location of Point(s) of Diversion:

GROUND WATER NENW Sec. 19 Township 05N Range 46E TETON County

Place of Use Legal Description: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	13		NESE	39		NWSE	38		SWSE	39		SESE	40
		24		NENE	27		SWNE	22		SENE	40			
	46E	18		NESW	39		NWSW	39		SWSW	40		SESW	40
		19		NENW	40		NWNW	40		SWNW	40		SENW	40

Total Acres: 563

Conditions of Approval:

- 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.
1. C18
 2. E23 Use of water under this right is combined with water from Grand Teton Canal Co.

Dates:

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**Part 22-7319***(if the entire right is to be changed by the applicant, omit part B and C.)*

1. Amount 3.01 cfs for Irrigation purposed from 04/15 to 10/31

2. Points of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local Name for Diversion
		NE	NW	19	5N	46E	TETON	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
			¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	
5N	45E	13													6	5	6	6	23
		24	27		22	40													89
5N	46E	18									6	6	6	6					24
		19					17	40	40	20									117

Total Acres 253**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)* **Remainder 22-7319**

1. Amount 3.69 cfs for Irrigation purposed from 04/15 to 10/31

Amount _____ cfs for _____ purposed from _____ to _____

Amount _____ cfs for _____ purposed from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local Name for Diversion
		NE	NW	19	5N	46E	TETON	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
			¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	¼	
5N	45E	13													33	33	33	34	133
5N	46E	18									33	33	34	34					134
		19					23			20									43

Total Acres 310

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**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

WATER RIGHT NO. 22-7215B Adjudication Recommended Right Report

<u>Owner Type</u>	<u>Name and Address</u>	
Current Owner	HUNTSMAN SPRINGS INC	DRIGGS, ID 83422
	97 N HWY 33	(208)354-9660

Priority Date: 03/03/1977

Basis: License

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	4/15	10/15	0.68 CFS	102 AFA
Total Diversion			0.68 CFS	

Location of Point(s) of Diversion:

GROUND WATER NWSW Sec. 24 Township 05N Range 45E TETON County

Licensed Diversion Capacity: 2.64

Place of Use Legal Description: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	23		NESE 20			NWSE 10			SESE 4				

Total Acres: 34

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. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 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.

Dates:

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

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

WATER RIGHT NO. **22-7215C** Adjudication Recommended Right Report

Owner Type **Name and Address**
Current Owner HUNTSMAN SPRINGS INC
97 N HWY 33
DRIGGS, ID 83422
(208)354-9660

Priority Date: 03/03/1977 Basis: License Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use From To Diversion Rate Volume
IRRIGATION 04/15 10/15 0.4 CFS 78 AFA
Total Diversion 0.4 CFS

Location of Point(s) of Diversion:
GROUND WATER NWSW Sec. 24 Township 05N Range 45E TETON County

Place of Use Legal Description: IRRIGATION TETON County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres
05N 45E 24 NWSW 20

Total Acres: 20

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. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 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.

Dates:

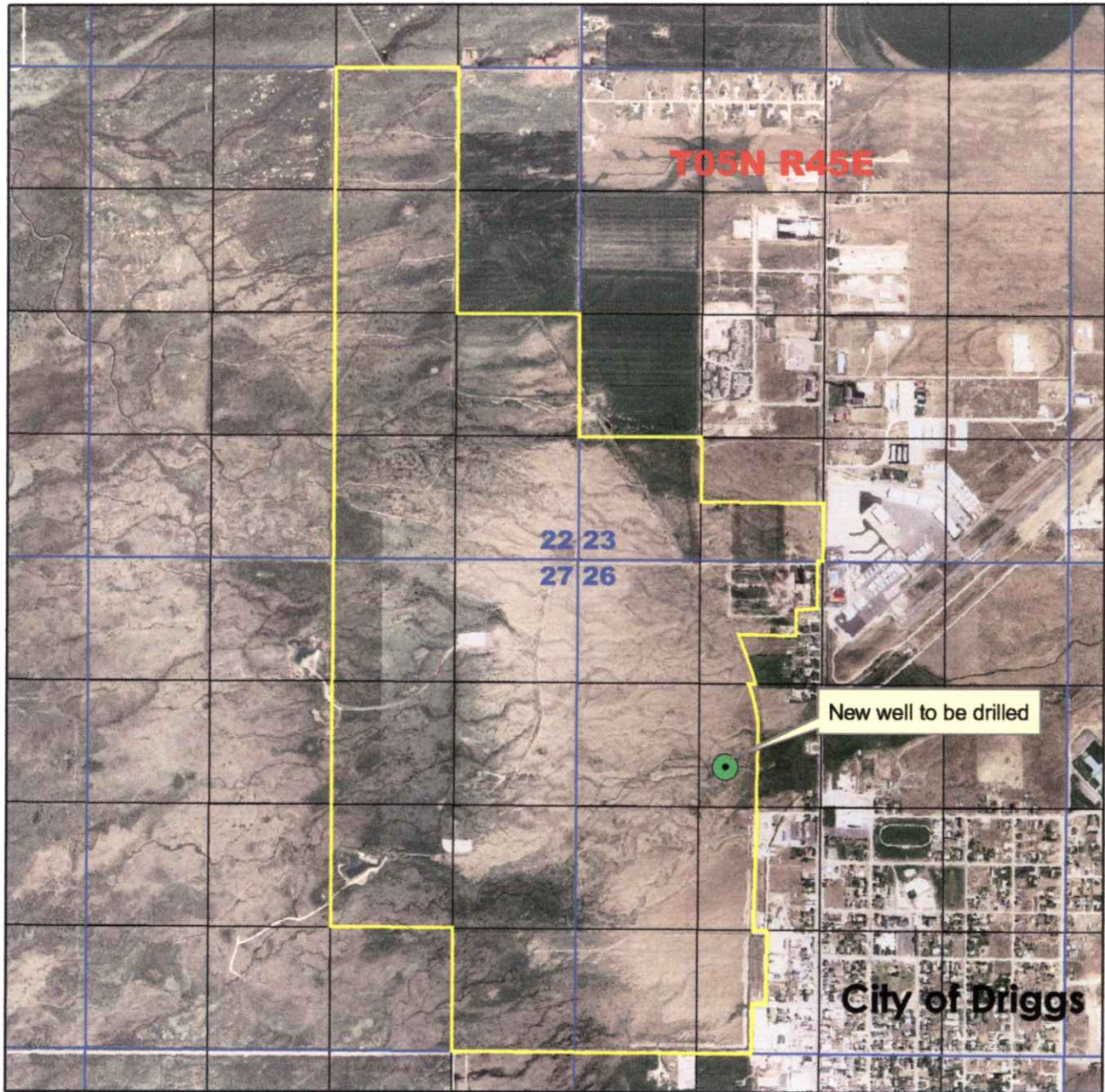
10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use? NO If yes, describe

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Application for Transfer of Water Rights

Hunstman Springs, Inc

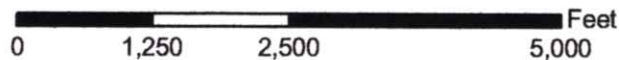
New Place of Use



Legend

- Golf Course POU
- QQ
- Section
- Township and Range

2006 NAIP Photography



Place of use boundary shown represents the entire golf course in which the irrigation will take place. However, only 307 acres of the described area will be irrigated.



RECEIVED

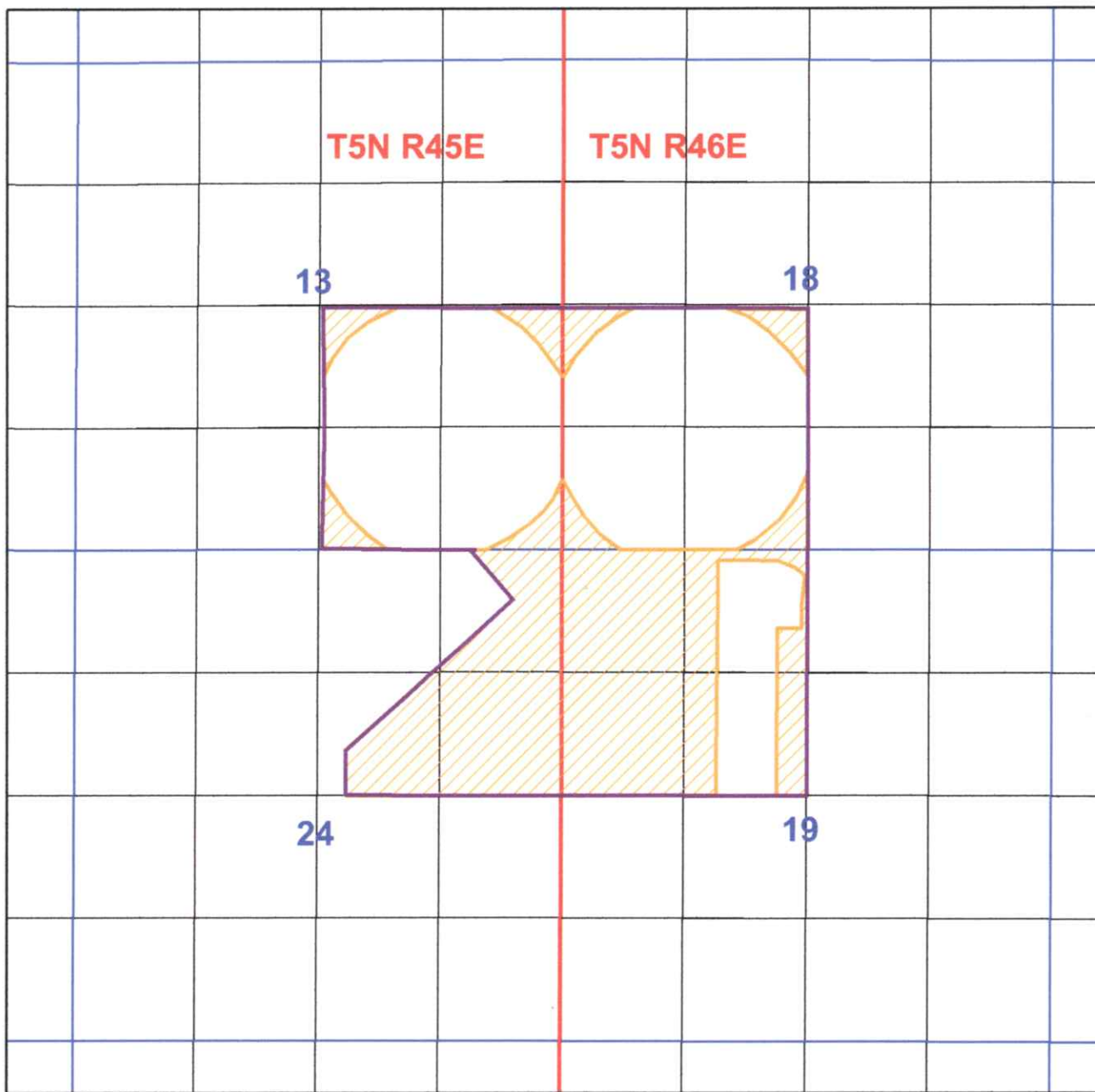
NOV 14 2007

Department of Water Resources
Eastern Region

Application for Transfer of Water Rights

Hunstman Springs, Inc

Former Place of Use
Acres of 22-7319 to be dried up



Legend

- Recommended POU 22-7319
- Lands From
- QQ
- Section
- Township and Range

0 1,250 2,500 5,000 Feet

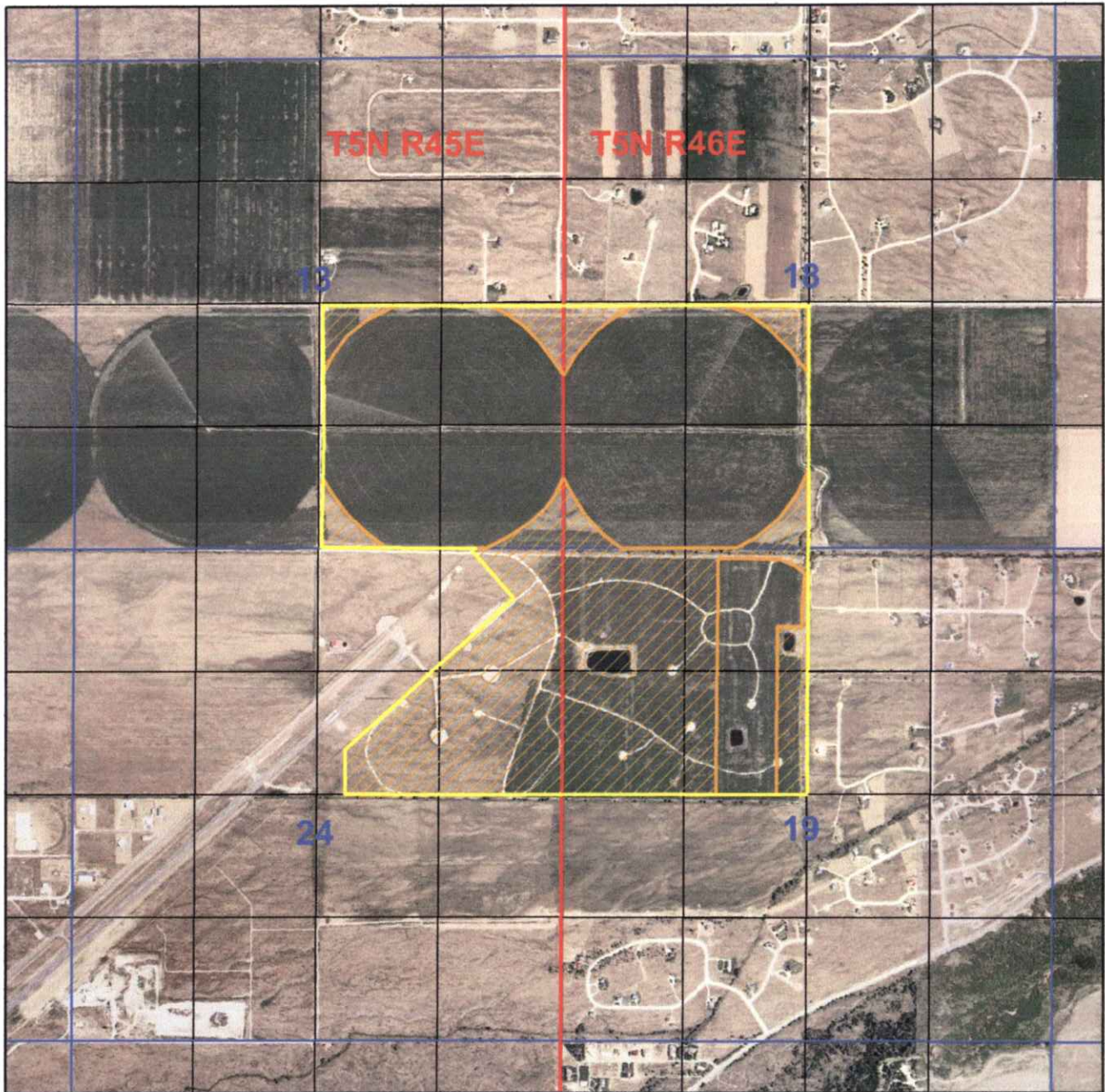


Recommended shape for 22-7319 includes 563 acres. The transfer proposes to dry up 253 acres of the original place of use.

Application for Transfer of Water Rights

Hunstman Springs, Inc

Former Place of Use
Acres of 22-7319 to be dried up



Legend

- Recommended POU 22-7319
 - Lands From
 - QQ
 - Section
 - Township and Range
- 2006 NAIP Photography

0 1,250 2,500 5,000 Feet



Recommended shape for 22-7319 includes 563 acres. The transfer proposes to dry up 253 acres of the original place of use.

PART 3

B. CHANGES IN NATURE OF USE N/A

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



Young H. Walker P.O.A.
(Signature of Applicant)

Young H. Walker P.O.A.
(Printed Name) (Title or Office)

Subscribed and sworn to before me this 30 day of Oct, 2007.

Dave Carlson
Notary Public

My Commission expires: 2/28/2008

FOR DEPARTMENT USE ONLY

Transfer contains 10 pages and 11 attachments
Received by _____ Date _____ Protest filed by _____
Prelim check by _____ Fee 410-
Receipted by _____ Date E033471 / E033472
Published in Teton Valley News Copies of protest forwarded by _____
Pub. Dates _____ Hearing held by _____ Date _____
Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial
_____ rec'd _____ By _____
Copy of transfer sent to lien holder _____

WATER TRANSPORT AGREEMENT

Grand Teton Canal Company Limited
Blackfoot Farms, L.C.

AGREEMENT effective this 19th day of June, 2007, between Grand Teton Canal Company Limited, an Idaho Corporation (hereinafter "the Canal Company"), and Blackfoot Farms, L.C., a Utah Limited Liability Company (hereinafter "Blackfoot Farms"), collectively referred to as the "parties."

RECITALS

A. WHEREAS, Blackfoot Farms owns Water Right Numbers 22-7215A, 22-7215B, and 22-7215C (hereinafter the "well water rights"), for which the point of diversion is a well located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East, Boise Meridian (hereinafter the "Blackfoot Farms well"); and

B. WHEREAS, Blackfoot Farms desires to change the place of use under its well water right numbers 22-7215A, 22-7215B, and 22-7215C to property located in the W $\frac{1}{2}$ of Section 26, Township 5 South, Range 45 East, B.M., and has filed with the Idaho Department of Water Resources an Application for Transfer to accomplish such change, which transfer remains pending and subject to unresolved objections in the SRBA Court to the number of acres under Water Right No. 22-7215A; and

C. WHEREAS, the Canal Company owns and operates a lateral ditch commonly known as the "Curtis-Johnson Ditch," which passes adjacent to the Blackfoot Farms well and runs due west for a distance of approximately three-quarters ($\frac{3}{4}$) of a mile, at which point the ditch divides into two separate branches, with one branch flowing north (the "Johnson Branch") and one branch flowing south (the "Curtis Branch") to the proposed new place of use of Blackfoot Farms well water rights; and

D. WHEREAS, the parties desire to enter into this agreement to provide for the transport of Blackfoot Farms' well water rights via the Curtis-Johnson Ditch and Curtis branch upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transport.** Provided that the ditches have adequate capacity, the Canal Company agrees to transport Blackfoot Farms' well water rights via the Curtis-Johnson Ditch and Curtis Branch from the point at which the Curtis-Johnson Ditch passes the Blackfoot Farms well to a point on the Curtis Branch approximately $\frac{1}{4}$ mile south of where the Curtis-Johnson ditch divides. At that point Blackfoot Farms will divert its well water out of the Curtis Branch, for delivery to the new place of use in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East, B.M. The Canal Company's transport of said water rights will not establish any right or claim in such flows, nor be allowed to deprive or interfere with the prior right and obligation of the Canal Company to deliver water to its shareholders via the Curtis-Johnson Ditch.

2. **Measuring Devices.** Blackfoot Farms agrees to pay the cost of purchasing and installing three water flow measuring devices for the use and benefit of the Canal Company in measuring and controlling the transport of water, including Blackfoot Farms' well water rights, through the Curtis-Johnson Ditch and the Curtis Branch. One measuring device shall be installed in the Curtis-Johnson Ditch at a point west of Blackfoot Farms well, as near as practicable to said well, but within 200 feet of the well. A second measuring device shall be installed in the Curtis Branch, as near as practicable to and within 200 feet of the point at which the Curtis-Johnson Ditch divides into the Johnson Branch and the Curtis Branch. A third measuring device shall be installed as near as practicable to the head of the lateral ditch adjoining the Curtis Branch and flowing due west from its intersection with the Curtis Branch at a point approximately 400-600 feet south of where the Curtis-Johnson Ditch divides into the Johnson Branch and the Curtis Branch. The exact location, size and design of the measuring devices shall be approved by the Canal Company and shall belong to the Canal Company following installation.

3. **Water Master Services.** The water master of the Canal Company shall have the sole and exclusive authority and responsibility to measure and control the transport of Blackfoot Farms' well water rights through the Canal Company's ditches.

(a) Said water master shall keep such records as he deems sufficient of the days the well is operating and the quantity of water delivered pursuant to this Agreement during the irrigation season.

(b) Blackfoot Farms agrees to compensate the Canal Company Five Thousand Dollars (\$5,000.00) for the first year that the Canal Company transports water pursuant to this Agreement. After the first irrigation season, the parties shall establish by mutual agreement, the amount to be paid by Blackfoot Farms to Canal Company for each additional season during which the Canal Company agrees to transport water pursuant hereto.

(c) The sum of Five Thousand Dollars (\$5,000.00) for the first season's Water Master services shall be paid by Blackfoot Farms to Canal Company upon the execution of this agreement, receipt whereof is hereby acknowledged by Canal Company. Thereafter, the amount agreed to for any subsequent season shall be paid by Blackfoot Farms to Canal Company on or before the first day of May of the season for which such Water Master services will be provided by Canal Company.

4. **Easement and Access.** Blackfoot Farms shall grant to the Canal Company all easements and access necessary for the water master's access, for control, and observation of the well and measuring devices and through with Blackfoot Farms' well water rights are transported and diverted to insure the proper measurement and delivery of water to Blackfoot Farms and the Canal Company shareholders.

5. **Indemnification.** Blackfoot Farms agrees to indemnify and hold the Canal Company harmless from any and all claims arising out of the design, construction and installation of the measuring devices and other facilities by Blackfoot Farms and the transport of Blackfoot Farms' well water rights under this Agreement.

6. **Blackfoot Farms Representative.** Blackfoot Farms agrees to designate one person to represent Blackfoot Farms in all dealings with the Canal Company and to act as a liaison between the parties.

7. **Additional Documents.** The parties will execute such additional deeds, releases and other documents and instruments as may be required to carry out the purpose and intent of the foregoing Agreement.

8. **Cooperation.** The parties will cooperate, communicate and act in good faith with each other as may be reasonable and necessary in exercising their rights and performing their responsibilities pursuant to this Agreement.

9. **Default.** In the event any party fails to perform any of the terms, conditions or provisions of this agreement, and fails to cure such default within thirty (30) days of receipt of written notice of default, the non-defaulting party may elect any one of the following remedies, which are the sole and exclusive remedies available.

- (a) to terminate this Agreement; or
- (b) to obtain specific performance of this Agreement.

10. **Legal Fees.** In the event legal action is undertaken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

11. **Binding Effect.** All of the terms, conditions and covenants of this Agreement shall be binding upon the parties and shall inure to the benefit of all successors and assigns of the parties hereto.

12. **Assignment of this Agreement.** This Agreement shall be assignable by Blackfoot Farms to the homeowner's association of Huntsman Springs upon completion of that development.

13. **Modification or Revocation.** This Agreement may be modified or revoked in writing upon the mutual consent of all the parties hereto, or their successors in interest.

14. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions unless the dispute is one which is subject to a requirement in an insurance policy in force between the Canal Company and its insurer that gives such insurance company control over such issues:

- (a) **Mediation.** The parties shall designate a mediator and appear before the mediator and attempt to mediate a settlement of the dispute.
- (b) **Arbitration.** In the event the dispute between the parties cannot be settled as a result of mediation as above described, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall elect a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The

arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.

- (c) Litigation. Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's decision resulting from arbitration.
- (d) Injunctive Relief. Either party may request a Court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after mediation or arbitration is commenced. The temporary or interim relief shall remain in effect pending the outcome of the mediation or arbitration. No such request shall be a waiver of the right to submit any dispute to mediation or arbitration.
- (e) Arbitration and Mediation Costs. The parties shall share equally in all expenses and costs and fees of the mediator and arbitrator. Each party shall be responsible for its own costs, attorney fees and witness fees, if any. However, the arbitrator may award reasonable attorney fees to the prevailing party.
- (f) Choice of Law. This Agreement and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the laws of the State of Idaho.

15. Notices. All notices required to be given pursuant to this Agreement shall be served upon the parties by certified mail, return receipt requested, at the following addresses:

Grand Teton Canal Company
PO Box 1099
Driggs, ID 83422

Blackfoot Farms, LLC
97 North Highway 33
Driggs, Id 83422

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

GRAND TETON CANAL COMPANY

Lavell Johnson
By: Lavell Johnson, President

BLACKFOOT FARMS, LLC

Mike Stears X
By: Mike Stears, Managing Member
PARTNER

John Letham
By: John Letham, Secretary

GW\DATA\KWR\1040 GRAND TETON CANAL CO\Water Transport Agreement.wpd.docx

LIMITED POWER OF ATTORNEY

HUNTSMAN SPRINGS, INC, DAVID HUNTSMAN, President, of 97 North Highway 33, Driggs, Idaho 83422, designate and appoint HARVEY WALKER of 2338 North 2930 West, Arco, ID 83213, as our attorney in fact and agent (subsequently called "agent") to act in our name and for our benefit. We grant to our agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as we might or could do if personally present and fully competent, hereby ratifying and confirming all that our agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

Specific Powers

Our agent shall have and may exercise the following specific power:

- a. To handle all affairs and do all that needs done, including signing of documents, pertaining to water rights, wells and all water issues.

Revocability

This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by us or our agent and delivered to such person or institution.

Interpretation

This instrument is to be construed and interpreted as a limited power of attorney.

Disability of Principal

This Limited Power of Attorney shall not be affected by disability of the principal.

Third-Party Reliance

Third parties may rely upon the representations of our agent as to all matters relating to any power granted to our agent, and no person who may act in reliance upon the representations of our agent or the authority granted to our agent shall incur any liability to us or our estate as a result of permitting our agent to exercise any power.

Expiration

Unless sooner revoked in the manner above provided, this Limited Power of Attorney shall expire at midnight on April 30, 2008.

Governing Law

This Limited Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

IN WITNESS WHEREOF, we have executed this Limited Power of Attorney this 16th day of October, 2007.

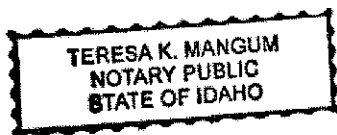
HUNTSMAN SPRINGS, INC

By _____

DAVID HUNTSMAN, President

STATE OF IDAHO)
) ss.
County of Teton)

On this 16th day of October, 2007, personally appeared before me DAVID HUNTSMAN, who, being by me first duly sworn, declared that he is the President of HUNTSMAN SPRINGS, INC, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Teresa K. Mangum
Notary Public for Idaho
My Commission Expires: 07-24-09

WATER RIGHTS DEED

TO ALL CONCERNED:

On this day of October 16th, 2007, for TEN Dollars (\$10.00) and other valuable consideration, Fillmore Farms, LC, 500 Huntsman Way, Salt Lake City, UT 84108, do hereby convey to Huntsman Springs, LLC, 97 North Highway 33, Driggs, ID 83422, certain rights described below of the Grantor to divert the water appurtenant to land situated in the County of Teton, State of Idaho, bearing Idaho Water Right Number #22-7319, from 253 acres described as follows:

See attached Exhibit A

Said water and water rights being conveyed herein total an amount not to exceed **885.5** acre-feet per irrigation season at 3.01 cubic feet per second in accordance with the crosshatch identified as "nonirrigated" on **Exhibit "B"** attached.

Grantor(s) does hereby represent said water rights to be free and clear of all liens and encumbrances. The terms of this deed shall be binding upon the heirs, successors and assigns of the signatory parties hereto.

Grantor has hereunto set its hand on the day and year first above written.

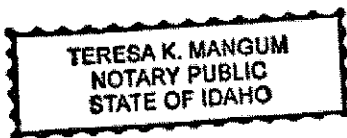


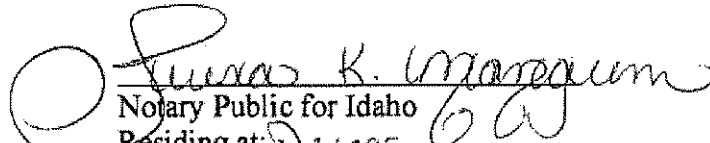
David Huntsman, Grantor
Member, Huntsman Springs, LLC

ATTACHMENT T 74231
9 OF 11

STATE OF IDAHO)
 : ss.
County of Teton)

On this 16 day of October, in the year of 2007, before me, a Notary Public in and for said State, personally appeared DAVID HUNTSMAN, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.




Notary Public for Idaho
Residing at: Driggs
My Commission Expires: 07-24-09

22-7215B
7215C
POB



NWSW

sec 24

5N 45E

ATTACHMENT T 74231
11 OF 11

Transfer No. 74231

Name of Applicant Huntsman Springs LC * Phone 208-354-9660

Post Office address 97 N. Hwyway 33 Driggs, ID 83422

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 We are drying up acres under several ground water rights to provide water for a golf course, ponds and irrigation water for house lots.

<u>1. Right Number</u>	<u>Priority</u>	<u>Amount (cfs/ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
22-7319 (part)	2/20/1980	3.01 cfs	Irres + Div. to Storage	4/15 to 10/31
			" "	" to "
22-7215 B	3/03/1977	0.68 cfs	" "	" to "
22-7215 C	3/03/1977	0.40 cfs	" "	" to "
		170.9 af	Storage for Aesthetics	1/1 to 12/31

2. Total amount of water being transferred 4.09 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Groundwater tributary to

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NW	NW	24	5N	45E	Teton	Fair grounds well - see transportation agreement
	SW	SE	NW	26	5N	45E	Teton	New well to be drilled.

5. Lands irrigated or place of use: See Attachment

[illegible]

REC-2025

Oct 9 2007

Department of Health and Human Services
Washington, D.C. 20492

Total Acres 228.8

PART 1**6. General Information:**

a. Description of diversion system The two Fairgrounds well rights are pumped into the Curtis-Johnson lateral of the Grand Teton canal + then to the ponds on the Golf course. Right 22-7319(part) will be delivered from a new well on the Golf course.

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:

These acres will still use Grand Teton Canal water. The new place of use also has Grand Teton Canal water

d. Remarks:

The dominant crop on the P.O.U. for right 22-7319 has been alfalfa. Fillmore Farms now owns the P.O.U. for right 22-7319. Send all inquiries to; HARVEY WALKER, 2338 N. 2930 W. Arco, ID 83212 cell phone - 520-7880

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

Adjudication Recommendation Report 22-7319 V1

WATER RIGHT NUMBER: 22-7319 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	FILLMORE FARMS LLC 500 HUNTSMAN WAY SALT LAKE CITY, UT 84108 (801)584-5864
Original Owner	THE ALLEN BALL & CONNIE BALL LIVING TRUST 5465 S 5TH W IDAHO FALLS, ID 83404 (208)523-2977
Original Owner	MORITZ O BERGMAYER GRAND TARGEE ALTA, WY 83422 (307)353-2304

Priority Date: 02/20/1980

Basis: License

Status: Active

SUPERCEDED

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	6.700 CFS	1,970.50 AF
	<u>Total Diversion:</u>	6.700 CFS	1,970.50 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NW1/4	Sec. 19, Twp 05N, Rge 46E, B.M.
TETON County		

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	
05N	45E	13													39.0	38.0	39.0	40.0	156.0
05N	45E	24	27.0																89.0
05N	46E	18									39.0	39.0	40.0	40.0					158.0
05N	46E	19					40.0	40.0	40.0	40.0									160.0

Total Acres: 563

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 22-7319 V1

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. E23 Use of water under this right is combined with water from Grand Teton Canal Co.

Remarks:

Comments:

1. dcarlson 3/9/2006 as licensed
Comment: as licensed

SUPERCEDED

Water Supply Bank:

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 3.01 cfs for Irrigation purposes from 4/15 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	NW	19	5N	46E	Teton	

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	
5N	45E	13													5	5.5	6.6	5.5	22.6
		24	27		22	40													89.0
5N	46E	18									6.1	5	4.7	5.2					21.0
		19					19.2	40	40	21.2									120.4

Total Acres 253

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

1. amount 3.69 cfs for Irrigation purposes from 4/15 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	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	NW	19	5N	46E	Teton	

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	
5N	45E	13													34	32.5	32.4	34.5	133.4
5N	46E	18									32.9	34	35.3	34.8					137
		19					20.8			18.8									39.6

Total Acres 310

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: _____

SUPERCEDED

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.

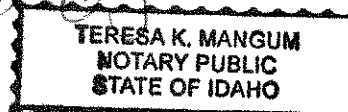
I understand that any willful misrepresentations made in this application may result in voiding its approval.

[Signature] VP Fallmore Farnung & Henderson Springs
(Signature of Applicant)

Subscribed and sworn to before me this 19th day of September, 2007

[Signature] K. Mangum
(Notary Public)

My commission expires 07-24-09

**FOR DEPARTMENT USE ONLY**

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. Check by _____ Fee 410.00

Received by _____ Date 10/9/07 E033471 & E033472

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 _____

Huntsman Springs LC Golf Course Calculations

A/ Irrigated acres - 228.8

B/ Golf pond Surface acres - 24.95 acres @ 2.8' av depth
(70.28 af volume)

C/ Wetlands (shallow ponds) - 18.21 acres @ 1.5' av
depth (27.3 af volume)

Filling the shallow + golf ponds requires a volume of 97.6 af. Using the Precipitation Deficit Chart for Driggs, ID (Alfalfa hay frequent cuttings), I find a requirement of 667mm/season/acre or 2.2afa.

Therefore $\frac{97.6 \text{ af pond volume}}{2.2 \text{ afa}} = 44.4 \text{ acres needed for mitigation.}$

To calculate the mitigation acres needed because of pond evaporation, I used the Precipitation Deficit chart for Shallow Ponds. I added in the minus numbers for the months of Nov, Dec + January. This gave a number of 514mm/year or 1.7afa.

Therefore $43.2 \text{ surface pond acres} \times 1.7 \text{afa} = 73.4 \text{afa}$

$\frac{73.4 \text{afa}}{2.2 \text{afa}} = 33.4 \text{acres needed for mitigation.}$

For this transfer, I have 228.8 irrigated acres + 33.4 acres (Pond surface mitigation) + 44.4 acres (Pond fill Mitigation) yielding 306.6 acres required.

PLACE of USE
Attachment

Table T1: Huntsman Springs Area Land Use Breakdown by qtr/ qtr (acres)

T5N: R45E	Available in qtr/qtr	Man-Made wetlands (irrigated)	Golf Pond	Golf grass	Lawn grass	Bunker sand	Dry land	Paved roads	Cabin irrigated	Cabin nonirr.	Custom irrigated	Custom nonirr.	Total Irrigated Acres	Total Non- Irrigated Acres	Total pond volume (acft)	Total Acres
SECTION 23																
NWNW	20.38	0.00	0.00	0.00	0.00	0.00	20.38	0.00	0.00	0.00	0.00	0.00	0.00	20.38		20.38
NENW	9.69	0.00	0.00	0.00	0.00	0.00	9.69	0.00	0.00	0.00	0.00	0.00	0.00	9.69		9.69
SESW	19.59	0.00	0.00	11.52	0.66	0.21	4.74	0.23	1.44	0.96	0.00	0.00	13.62	6.14		19.76
SWSW	39.81	1.15	2.51	3.78	5.91	0.32	8.56	4.63	7.04	4.69	0.25	0.50	18.13	18.70	11.20	36.83
SECTION 22																
NWNW	6.97	0.00	0.00	0.00	0.67	0.00	0.64	0.34	0.00	0.00	1.58	3.21	2.25	4.39		6.64
SWNE	13.83	0.00	0.00	0.00	1.41	0.00	3.09	1.05	0.00	0.00	2.72	5.51	4.13	9.65		13.78
NESE	36.21	0.29	0.20	1.22	4.56	0.13	11.83	3.43	0.00	0.00	4.84	9.82	10.91	26.21		36.12
NWSE	10.36	0.00	0.00	0.00	0.68	0.00	1.50	0.53	0.00	0.00	2.51	5.09	3.19	7.12		10.31
SESE	38.25	1.74	1.70	6.36	3.20	0.82	10.75	1.86	3.36	2.24	1.78	3.62	16.44	19.29	1.60	35.73
SWSE	26.36	0.00	0.00	5.68	1.90	2.27	9.97	1.00	2.74	1.82	0.31	0.64	10.63	15.70		26.33
SECTION 26																
NENW	26.38	0.00	0.00	0.00	9.67	0.00	16.26	0.48	0.00	0.00	0.00	0.00	9.67	16.74		26.41
NWNW	37.38	2.18	6.14	12.35	0.55	1.43	9.12	0.41	0.00	1.11	0.80	1.61	17.54	13.69		31.23
SENV	18.04	0.00	0.00	0.00	3.75	0.00	14.20	0.00	0.00	0.00	0.00	0.00	3.75	14.20		17.95
SWNW	36.81	2.01	4.04	3.83	2.97	0.51	10.16	1.93	0.00	4.46	0.00	0.00	15.51	17.06	8.94	32.57
NESW	18.00	0.00	0.00	0.00	5.00	0.00	13.00	0.00	0.00	0.00	0.00	0.00	5.00	13.00		18.00
NWSW	36.18	2.32	2.99	5.02	1.87	0.34	9.65	1.41	5.34	3.56	1.21	2.46	15.76	17.42	2.69	33.18
SESW	19.88	0.00	0.00	0.00	1.98	0.00	17.91	0.00	0.00	0.00	0.00	0.00	1.98	17.91		19.89
SWSW	36.66	0.92	2.36	2.66	1.61	0.00	23.61	0.81	0.71	0.48	0.91	1.85	6.81	26.75	1.56	33.56
SECTION 27																
NENE	40.07	1.42	0.95	0.24	4.68	0.01	5.98	3.13	0.00	0.00	7.80	15.84	14.14	24.96	7.78	39.10
NWNE	16.06	0.34	0.00	5.35	0.34	0.58	5.51	0.10	0.81	0.54	0.81	1.63	7.65	8.36	0.12	16.01
SENE	40.00	2.27	1.79	10.64	2.06	0.75	9.62	1.35	4.09	2.72	1.55	3.14	20.60	17.59	0.17	38.19
SWNE	15.30	0.64	0.00	3.87	0.12	0.76	8.28	0.07	0.89	0.59	0.00	0.00	5.52	9.70	4.11	15.22
NESE	37.44	1.76	2.27	2.42	3.41	0.19	7.96	2.29	3.45	2.30	3.72	7.54	14.76	20.28	22.67	35.04
NWSE	8.76	0.75	0.00	3.04	0.00	1.06	3.90	0.00	0.00	0.00	0.00	0.00	3.79	4.96	9.44	8.75
SESE	15.74	0.42	0.00	2.65	0.77	1.00	5.14	0.52	3.17	2.12	0.00	0.00	7.01	8.78		15.79
TOTALS	624.15	18.21	24.95	80.63	57.77	10.38	241.45	25.77	41.40	27.60	30.77	62.48	228.78	367.68	70.28	596.46

Pond
acres

irrigated
acres

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

09/04/2007

WATER RIGHT NO. 22-7215C

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLACKFOOT FARMS LLC 500 HUNTSMAN WAY SALT LAKE CITY, UT 84108 (801)589-5864
Directors Report Owner	AIR ASSN PO BOX 81 DRIGGS, ID 83422 (208)254-1269

Priority Date: 03/03/1977
Basis: License
Status: Active

SUPERCEDED

<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	04/15	10/15	0.4 CFS	78 AFA
Total Diversion			0.4 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWSW|Sec. 24|Township 05N|Range 45E|TETON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05N	45E	24		NWSW	20									

Total Acres: 20

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. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 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.

Dates:

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

SUPERCEDED

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

09/04/2007

WATER RIGHT NO. 22-7215B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLACKFOOT FARMS LLC 500 HUNTSMAN WAY SALT LAKE CITY, UT 84108 (801)589-5864
Directors Report Owner	THOMAS M UNDERHILL 6017 W CASTLEGATE DR #F15 CASTLEROCK, CO 80108
Original Owner	JAMES E HATCH PO BOX 2 DRIGGS, ID 83422 (208)354-8248

SUPERCEDED

Priority Date: 03/03/1977
Basis: License
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	4/15	10/15	0.68 CFS	102 AFA
Total Diversion			0.68 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWSW|Sec. 24|Township 05N|Range 45E|TETON County

Licensed Diversion Capacity: 2.64

Place(s) of use:

Place of Use Legal Description: IRRIGATION TETON County

Township	Range	Section	Lot	Tract Acres	Lot	Tract Acres	Lot	Tract Acres	Lot	Tract Acres
05N	45E	23		NESE 20		NWSE 10		SESE 4		

Total Acres: 34

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. S37 The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 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.

Dates:

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

SUPERCEDED

ET *Idaho* --- Evapotranspiration and Consumptive Irrigation

Water Requirements for Idaho

Please send suggestions for improving this site to robison at kimberly dot uidaho dot edu Copyright 2007, University of Idaho.

Driggs (NWS NOAA--102676)

Statistics based on 30 years between 1971 to 2004

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Alfalfa - less frequent cuttings														
Precipitation Deficit (Click here for a graph)														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	mm/day												mm	
Monthly ^b	0.32	-0.02	0.24	0.65	2.28	5.90	4.93	5.52	2.52	0.72	-0.29	-0.43	667	664
15-Day Moving Average ^c	0.32	-0.11	0.29	0.59	2.28	5.89	4.59	5.57	2.30	0.78	-0.28	-0.33		
7-Day Moving Average ^d	0.32	-0.08	0.25	0.59	2.29	5.87	4.77	5.57	2.40	0.76	-0.31	-0.37		
3-Day Moving Average ^e	0.32	-0.04	0.24	0.62	2.26	5.90	4.89	5.54	2.48	0.72	-0.29	-0.42		
Standard Deviation	mm/day												mm	
Monthly	0.65	0.52	0.67	0.32	1.82	1.33	1.07	1.36	0.90	1.21	0.45	0.65	105	116
15-Day Moving Average	0.69	0.70	0.58	0.51	1.66	1.90	1.45	1.37	1.34	1.08	0.67	0.57		
7-Day Moving Average	0.93	1.02	0.94	0.93	2.28	2.44	2.19	1.74	1.94	1.52	1.00	0.88		
3-Day Moving Average	1.30	1.40	1.47	1.52	3.13	3.09	2.88	2.24	2.71	2.15	1.47	1.38		
20% Exceedance	mm/day												mm	
Monthly	0.13	0.35	0.57	0.92	3.22	7.06	5.75	6.40	3.39	1.23	0.09	-0.02	730	748
15-Day Moving Average	0.51	0.62	1.10	1.49	5.14	8.11	7.22	7.28	4.35	2.18	0.57	0.36		
7-Day Moving Average	0.73	1.18	1.65	2.63	6.59	9.10	8.41	7.92	6.17	3.26	1.10	0.82		
3-Day Moving Average	0.97	1.50	2.46	3.72	7.69	9.82	9.05	8.61	7.04	4.05	1.75	1.15		
80% Exceedance	mm/day												mm	
Monthly	0.75	-0.62	0.00	0.37	1.10	4.66	4.21	4.62	1.85	0.20	-0.81	-0.83	574	561

ET_{Idaho} --- Evapotranspiration and Consumptive Irrigation

Water Requirements for Idaho

Please send suggestions for improving this site to robison at kimberly dot uidaho dot edu Copyright 2007, University of Idaho.

Driggs (NWS NOAA--102676)

Statistics based on 30 years between 1971 to 2004

For a different land cover or crop click on the above link.

You can highlight this table and copy via the clipboard to a Microsoft Excel or OpenOffice spreadsheet to plot or otherwise work with this data.

Open water - shallow systems (ponds, streams)														
Precipitation Deficit (Click here for a graph)														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Annual
Mean	17.46											2.117.98	mm	
Monthly ^b	0.58	0.00	0.47	1.29	2.03	3.31	3.35	3.17	2.02	1.13	-0.07	-0.58	476	476
15-Day Moving Average ^c	0.61	-0.14	0.49	1.26	2.11	3.23	3.29	3.17	1.90	1.23	-0.04	-0.47	514.	
7-Day Moving Average ^d	0.61	-0.08	0.46	1.25	2.05	3.22	3.30	3.18	1.96	1.17	-0.08	-0.51	1.6 @ Apr	
3-Day Moving Average ^e	0.58	-0.02	0.46	1.28	2.02	3.28	3.33	3.18	2.00	1.13	-0.07	-0.57		
Standard Deviation	mm/day												mm	
Monthly	0.88	0.68	1.07	0.92	1.47	1.00	1.32	0.93	1.04	1.32	0.66	1.17	129	129
15-Day Moving Average	0.89	0.94	0.92	1.24	1.52	1.56	1.17	1.05	1.32	1.22	0.86	0.88		
7-Day Moving Average	1.17	1.28	1.23	1.74	2.21	2.10	1.67	1.41	1.81	1.65	1.17	1.18		
3-Day Moving Average	1.56	1.68	1.77	2.35	3.13	2.68	2.40	1.94	2.55	2.29	1.63	1.68		
20% Exceedance	mm/day												mm	
Monthly	0.04	0.59	1.13	1.76	2.87	4.26	4.32	3.69	2.89	1.69	0.38	0.02	572	572
15-Day Moving Average	0.52	0.77	1.80	2.77	4.07	4.84	4.83	4.37	3.39	2.75	1.04	0.54		
7-Day Moving Average	0.72	1.38	2.23	3.75	5.04	5.51	5.16	4.89	4.16	3.27	1.62	0.77		
3-Day Moving Average	0.97	1.64	2.73	4.45	5.64	5.90	5.48	5.34	4.47	3.67	1.97	1.02		
80% Exceedance	mm/day												mm	

WATER TRANSPORT AGREEMENT

Grand Teton Canal Company Limited
Blackfoot Farms, L.C.

AGREEMENT effective this 19th day of June, 2007, between Grand Teton Canal Company Limited, an Idaho Corporation (hereinafter "the Canal Company"), and Blackfoot Farms, L.C., a Utah Limited Liability Company (hereinafter "Blackfoot Farms"), collectively referred to as the "parties."

RECITALS

A. WHEREAS, Blackfoot Farms owns Water Right Numbers 22-7215A, 22-7215B, and 22-7215C (hereinafter the "well water rights"), for which the point of diversion is a well located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East, Boise Meridian (hereinafter the "Blackfoot Farms well"); and

B. WHEREAS, Blackfoot Farms desires to change the place of use under its well water right numbers 22-7215A, 22-7215B, and 22-7215C to property located in the W1/2 of Section 26, Township 5 South, Range 45 East, B.M., and has filed with the Idaho Department of Water Resources an Application for Transfer to accomplish such change, which transfer remains pending and subject to unresolved objections in the SRBA Court to the number of acres under Water Right No. 22-7215A; and

C. WHEREAS, the Canal Company owns and operates a lateral ditch commonly known as the "Curtis-Johnson Ditch," which passes adjacent to the Blackfoot Farms well and runs due west for a distance of approximately three-quarters ($\frac{3}{4}$) of a mile, at which point the ditch divides into two separate branches, with one branch flowing north (the "Johnson Branch") and one branch flowing south (the "Curtis Branch") to the proposed new place of use of Blackfoot Farms well water rights; and

D. WHEREAS, the parties desire to enter into this agreement to provide for the transport of Blackfoot Farms' well water rights via the Curtis-Johnson Ditch and Curtis branch upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transport.** Provided that the ditches have adequate capacity, the Canal Company agrees to transport Blackfoot Farms' well water rights via the Curtis-Johnson Ditch and Curtis Branch from the point at which the Curtis-Johnson Ditch passes the Blackfoot Farms well to a point on the Curtis Branch approximately $\frac{1}{4}$ mile south of where the Curtis-Johnson ditch divides. At that point Blackfoot Farms will divert its well water out of the Curtis Branch, for delivery to the new place of use in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East, B.M. The Canal Company's transport of said water rights will not establish any right or claim in such flows, nor be allowed to deprive or interfere with the prior right and obligation of the Canal Company to deliver water to its shareholders via the Curtis-Johnson Ditch.

2. **Measuring Devices.** Blackfoot Farms agrees to pay the cost of purchasing and installing three water flow measuring devices for the use and benefit of the Canal Company in measuring and controlling the transport of water, including Blackfoot Farms' well water rights, through the Curtis-Johnson Ditch and the Curtis Branch. One measuring device shall be installed in the Curtis-Johnson Ditch at a point west of Blackfoot Farms well, as near as practicable to said well, but within 200 feet of the well. A second measuring device shall be installed in the Curtis Branch, as near as practicable to and within 200 feet of the point at which the Curtis-Johnson Ditch divides into the Johnson Branch and the Curtis Branch. A third measuring device shall be installed as near as practicable to the head of the lateral ditch adjoining the Curtis Branch and flowing due west from its intersection with the Curtis Branch at a point approximately 400-600 feet south of where the Curtis-Johnson Ditch divides into the Johnson Branch and the Curtis Branch. The exact location, size and design of the measuring devices shall be approved by the Canal Company and shall belong to the Canal Company following installation.

3. **Water Master Services.** The water master of the Canal Company shall have the sole and exclusive authority and responsibility to measure and control the transport of Blackfoot Farms' well water rights through the Canal Company's ditches.

(a) Said water master shall keep such records as he deems sufficient of the days the well is operating and the quantity of water delivered pursuant to this Agreement during the irrigation season.

(b) Blackfoot Farms agrees to compensate the Canal Company Five Thousand Dollars (\$5,000.00) for the first year that the Canal Company transports water pursuant to this Agreement. After the first irrigation season, the parties shall establish by mutual agreement, the amount to be paid by Blackfoot Farms to Canal Company for each additional season during which the Canal Company agrees to transport water pursuant hereto.

(c) The sum of Five Thousand Dollars (\$5,000.00) for the first season's Water Master services shall be paid by Blackfoot Farms to Canal Company upon the execution of this agreement, receipt whereof is hereby acknowledged by Canal Company. Thereafter, the amount agreed to for any subsequent season shall be paid by Blackfoot Farms to Canal Company on or before the first day of May of the season for which such Water Master services will be provided by Canal Company.

4. **Easement and Access.** Blackfoot Farms shall grant to the Canal Company all easements and access necessary for the water master's access, for control, and observation of the well and measuring devices and through with Blackfoot Farms' well water rights are transported and diverted to insure the proper measurement and delivery of water to Blackfoot Farms and the Canal Company shareholders.

5. **Indemnification.** Blackfoot Farms agrees to indemnify and hold the Canal Company harmless from any and all claims arising out of the design, construction and installation of the measuring devices and other facilities by Blackfoot Farms and the transport of Blackfoot Farms' well water rights under this Agreement.

6. **Blackfoot Farms Representative.** Blackfoot Farms agrees to designate one person to represent Blackfoot Farms in all dealings with the Canal Company and to act as a liaison between the parties.

7. **Additional Documents.** The parties will execute such additional deeds, releases and other documents and instruments as may be required to carry out the purpose and intent of the foregoing Agreement.

8. **Cooperation.** The parties will cooperate, communicate and act in good faith with each other as may be reasonable and necessary in exercising their rights and performing their responsibilities pursuant to this Agreement.

9. **Default.** In the event any party fails to perform any of the terms, conditions or provisions of this agreement, and fails to cure such default within thirty (30) days of receipt of written notice of default, the non-defaulting party may elect any one of the following remedies, which are the sole and exclusive remedies available.

- (a) to terminate this Agreement; or
- (b) to obtain specific performance of this Agreement.

10. **Legal Fees.** In the event legal action is undertaken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

11. **Binding Effect.** All of the terms, conditions and covenants of this Agreement shall be binding upon the parties and shall inure to the benefit of all successors and assigns of the parties hereto.

12. **Assignment of this Agreement.** This Agreement shall be assignable by Blackfoot Farms to the homeowner's association of Huntsman Springs upon completion of that development.

13. **Modification or Revocation.** This Agreement may be modified or revoked in writing upon the mutual consent of all the parties hereto, or their successors in interest.

14. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions unless the dispute is one which is subject to a requirement in an insurance policy in force between the Canal Company and its insurer that gives such insurance company control over such issues:

- (a) **Mediation.** The parties shall designate a mediator and appear before the mediator and attempt to mediate a settlement of the dispute.
- (b) **Arbitration.** In the event the dispute between the parties cannot be settled as a result of mediation as above described, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall elect a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The

arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.

- (c) Litigation. Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's decision resulting from arbitration.
- (d) Injunctive Relief. Either party may request a Court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after mediation or arbitration is commenced. The temporary or interim relief shall remain in effect pending the outcome of the mediation or arbitration. No such request shall be a waiver of the right to submit any dispute to mediation or arbitration.
- (e) Arbitration and Mediation Costs. The parties shall share equally in all expenses and costs and fees of the mediator and arbitrator. Each party shall be responsible for its own costs, attorney fees and witness fees, if any. However, the arbitrator may award reasonable attorney fees to the prevailing party.
- (f) Choice of Law. This Agreement and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the laws of the State of Idaho.

15. Notices. All notices required to be given pursuant to this Agreement shall be served upon the parties by certified mail, return receipt requested, at the following addresses:

Grand Teton Canal Company
PO Box 1099
Driggs, ID 83422

Blackfoot Farms, LLC
97 North Highway 33
Driggs, Id 83422

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

GRAND TETON CANAL COMPANY

Lavell Johnson
By: Lavell Johnson, President

BLACKFOOT FARMS, LLC

Mike Stears X
By: Mike Stears, Managing Member
PARTNER

John Letham
By: John Letham, Secretary

G:\WPDATA\KWF\1040 GRAND TETON CANAL CO\Water Transport Agreement.wpd:cdv

SUPERCEDED

WATER TRANSPORT AGREEMENT - 6

09/26/2007 14:57 FAX

Huntsman Springs

003

STATE OF IDAHO)

: ss.

County of Teton)

On this 28 day of September, in the year of 2007, before me, a Notary Public in and for said State, personally appeared David Huntsman, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Teresa K. Mangum
Notary Public for Idaho
Residing at: Driggs ID

commission expires 07-24-09

TERESA K. MANGUM
NOTARY PUBLIC
STATE OF IDAHO

SUPERCEDED

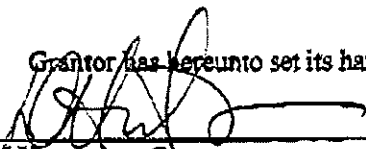
WATER RIGHTS DEED

TO ALL CONCERNED:

On this day of October 5, 2007, for TEN Dollars (\$10.00) and other valuable consideration, Blackfoot Farms, LLC, 500 Huntsman Way, Salt Lake City, UT 84108, do hereby convey to Huntsman Springs, LLC, 97 North Highway 33, Driggs, ID 83422, certain rights described below of the Grantor to divert the water appurtenant to land situated in the County of Teton, State of Idaho, bearing Idaho Water Right Number #22-7215B and Idaho Water Right Number #22-7215C.

Grantor(s) does hereby represent said water rights to be free and clear of all liens and encumbrances. The terms of this deed shall be binding upon the heirs, successors and assigns of the signatory parties hereto.

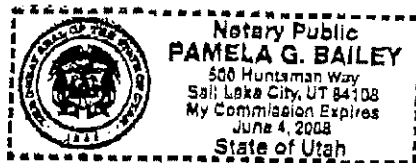
Grantor has hereunto set its hand on the day and year first above written.

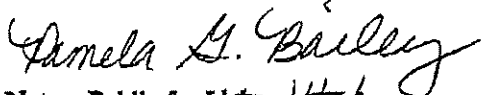


David Huntsman, Grantor
Member, Blackfoot Farms, LLC

STATE OF ^{Utah} ~~Idaho~~)
County of ^{Salt Lake} ~~Teton~~) ss.

On this 5 day of October, in the year of 2007, before me, a Notary Public in and for said State, personally appeared David Huntsman known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.




Notary Public for ~~Idaho~~ Utah
Residing at: Salt Lake City, Utah