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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 70815

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

of Applicant Kirk Egbert Phone 663 4505
Office address Po Box 87 Terreton ID 83450

PURPOSE OF TRANSFER

☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Concentrate diversion rate

Describe the reason for the proposed changes Please see attachment 1.

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

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>31-11410</u>	<u>1/14/1976</u>	<u>4.54 cfs</u>	<u>irr / mitigation</u>	<u>4/1 to 11/1</u>
<u>31-11414</u>	<u>1/14/1976</u>	<u>0.32 cfs</u>	<u>irr / mitigation</u>	<u>4/1 to 11/1</u>
<u>31-11428</u>	<u>1/14/1976</u>	<u>0.3 cfs</u>	<u>irr / mitigation</u>	<u>4/1 to 11/1</u>

Total amount of water being transferred 4.54 * cubic feet per second and/or 690 ** acre-feet per annum.

Source of water Ground Water tributary to _____

Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SE	NW	NW	1	7N	37E	Jefferson	
	SE	NW	NE	2	7N	37E	Jefferson	

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	
7N	37E	1					32	33	32	33									130
		2	25	25	25	25													100
			All lands are described both for irrigation and mitigation due to the need to rotate the fallowed acres for crop rotation purposes.																

Total Acres 230

* Original combined use limitation

** 230 acres x 3.0 afa

RECEIVED

APR 14 2004

Department of Water Resources
Eastern Region

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Transfer No. 70815

PART 1

General Information:

a. Description of diversion system Two wells, center pivots, interconnected
mainline

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

It will be no longer irrigated

d. Remarks:

Please see attached list of purposes of transfer and
mitigation analysis.

This is an amendment of a previous application. See previous
application for water right listings and fees.

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

T70815

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

Current Water Right No. 31-11410

Priority Date: 01/14/1976
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 11/01	4.54 CFS	774.0 AFA	
Total Diversion		4.54 CFS	774.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER NESESW 08N 36E 30 JEFFERSON

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	
08N 36E 30									40.0	28.0	37.0	40.0			39.0	1.0	185.0
										L 3	L 4						
08N 36E 31		21.0			35.0	17.0											73.0
						L 1											

Total Acres: 258

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. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 4.54 CFS. COMBINED RIGHT NOS.: 31-11410, 31-11414, AND 31-11428.
3. USE OF THIS RIGHT WITH RIGHT NO. 31-11428 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 272.8 ACRES IN A SINGLE IRRIGATION SEASON.
4. RIGHT NO. 31-11428 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
5. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 31-11366, 31-11368.

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

Transfer No. 70815
Receipt No. _____

Current Water Right No. 31-11410

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances? **NO**

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer **NO LONGER FARMED**

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? **NO**

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

Current Water Right No. 31-11414

Priority Date: 01/14/1976
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

Tributary to:

Beneficial Use	From To	Diversion Rate	Volume	Subuse Code
IRRIGATION	04/01 11/01	0.32 CFS	48.0 AFA	
Total Diversion		0.32 CFS	48.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER NESESW 08N 36E 30 JEFFERSON

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	
08N 36E 30																16.0	16.0

Total Acres: 16

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. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 4.54 CFS. COMBINED RIGHT NOS.: 31-11410, 31-11414, AND 31-11428.
3. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 31-11367, 31-11369.

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

Transfer No. 70815
Receipt No. _____

Current Water Right No. 31-11414

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances? NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer
NO longer farmed

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?
NO

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

Current Water Right No. 31-11428

Priority Date: 01/14/1976
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	0.30 CFS	51.8 AFA	
	Total Diversion	0.30 CFS	51.8 AFA	

Source and Point(s) of Diversion:

GROUND WATER NESESW 08N 36E 30 JEFFERSON

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	
08N 35E 25																1.7	1.7
08N 36E 30								3.5								9.6	13.1

Total Acres: 14.8

Conditions/Remarks:

1. THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.
2. 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.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 4.54 CFS. COMBINED RIGHT NOS.: 31-11410, 31-11414, AND 31-11428.
4. USE OF THIS RIGHT WITH RIGHT NO. 31-11410 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 272.8 ACRES IN A SINGLE IRRIGATION SEASON.
5. THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 31-11410 PURSUANT TO SECTION 42-1426, IDAHO CODE.

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

Transfer No. 70815
Receipt No. _____

Current Water Right No. 31-11428

6. THIS RIGHT IS FOR AN ENLARGEMENT OF 14.8 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances? NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

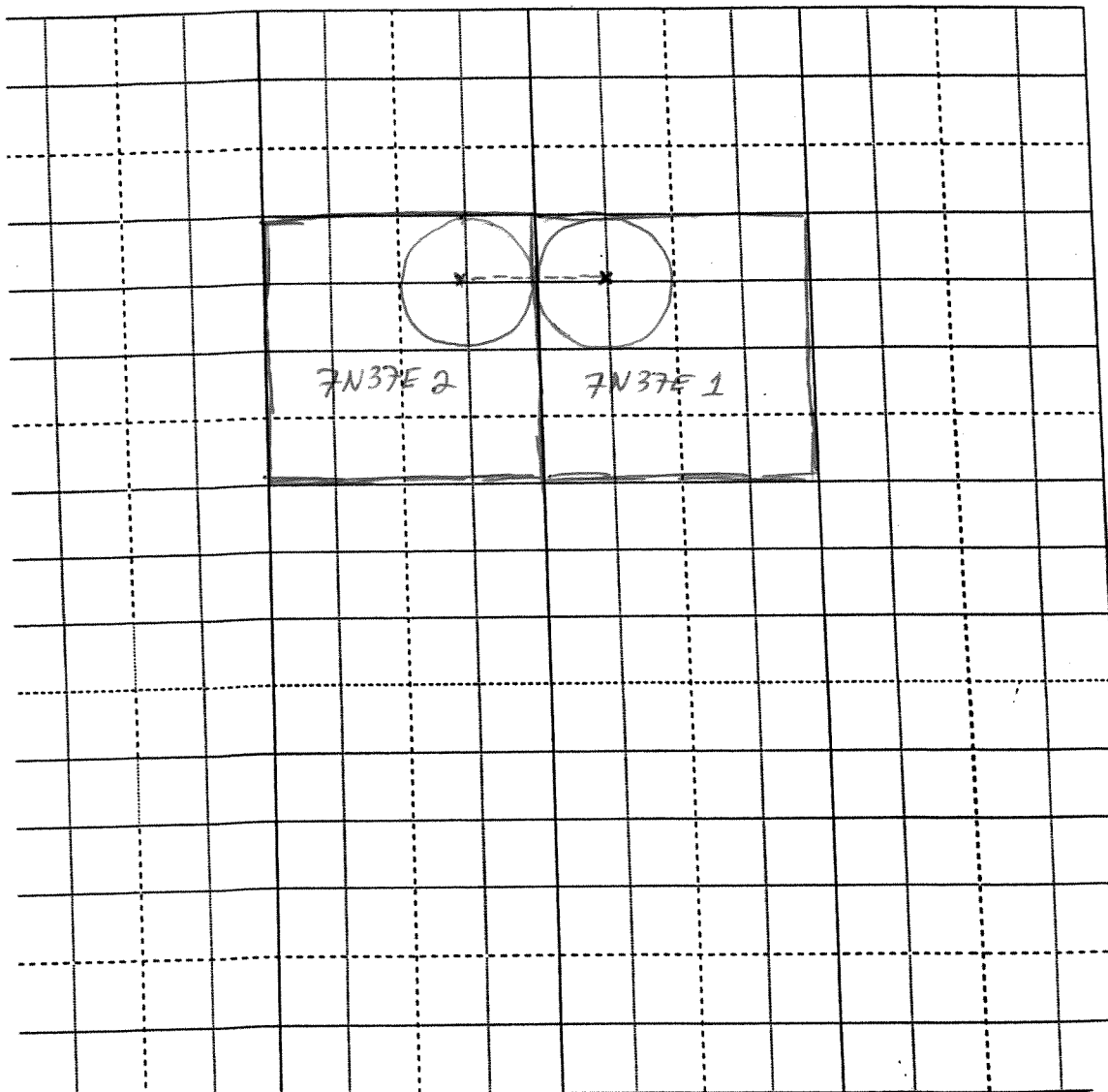
NO LONGER FARMED

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? NO

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DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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 equal 1 mile. Draw plan in ink.

PART 3

CHANGES IN NATURE OF USE

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
			to
			to

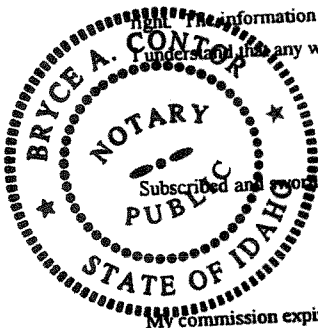
Quantity and quality of return flows and location of discharge:

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

Please see attached transfer analysis

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]

(Signature of Applicant)

Subscribed and sworn to before me this 14 day of April, 2004

[Signature]

(Notary Public)

My commission expires 10/14/2005

FOR DEPARTMENT USE ONLY

Transfer contains 10 pages and 37 attachments

Received by _____ Date _____ Protest filed by _____

Prelim. Check by _____ Fee _____

Receipted by _____ Date _____

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 _____

Attachment 1

Purposes of Transfer

Purposes of the transfer include:

1. Reduce impact of well pumping at the "From" place of use on the gaining reaches of Camas Creek and the Mud Lake Water Users wells. The applicant is a member of Mud Lake Water Users and will benefit by moving this irrigation further from these sensitive areas.
2. Reduce impacts of well pumping at the "From" place of use on the Shelley, Neeley, and Milner reaches of the Snake River. Spreadsheet "Egbert_Xfr_Impact.xls" on the enclosed data CD illustrates that this proposed transfer has significant modeled benefit to these reaches. Future activities of the applicant may benefit from this reduced impact.
3. To move irrigation water to lands better suited for crop production.
4. To concentrate diversion rate per acre to a standard 0.02 cfs per acre to facilitate the use of center pivot irrigation.

Water Resources Field Services

1571 N. 1100 E.

Terreton, ID 83450

208-663-4667

T70815

Analysis of Egbert "Big Grassy" Transfer

April 14, 2004

The proposed transfer moves three overlapping water rights from a 288.8 acre place of use in 8N 36E 30 (with some irrigation in adjacent sections) to a 288.8 acre place of use in 7N 37E 1 and 2. The new place of use will have two wells connected by a mainline, with two center-pivot irrigation systems. The mainline connection is for emergency use if one pump fails.

The transfer concentrates the diversion rate on 230 acres to allow a full 0.02 cfs/acre for center pivot operation. Fallowing some lands each year during the early years of the transfer provides mitigation. A pumping schedule is included in spreadsheet "BigGrassyXfer.xls" under the "IrrSchedule" tab. Because the fallowed land will alternate year-to-year from pivot to pivot, the entire place of use is described as both "mitigation" and "irrigation."

Location of System.

As shown in Figure 1, the "From" place of use borders the western edge of column 50 of the model grid (red lines in the figure), and is split between rows 36 and 37. The "To" place of use is at the western edge of column 53. The transfer tool calculations assume all activity occurs at the center of the grid cell identified. Because the distance between the "From" and "To" places of use is small relative to the model grid size, using the actual cells distorts the distance and the calculated mitigation requirement. By calculating the "From" cell as column 50, row 36 and the "To" cell as column 53, row 36, the distance used in calculations matches the actual physical distance the water right is proposed to be moved. The transfer tool models a depletion to the Ashton/Heise - Lorenzo reach and benefits to other reaches of the river. In addition, the transfer moves water away from Mud Lake, the wells of the Mud Lake Water Users, and from the interconnected reaches of Camas Creek. The Mud Lake area benefits are analyzed using analytical tools.

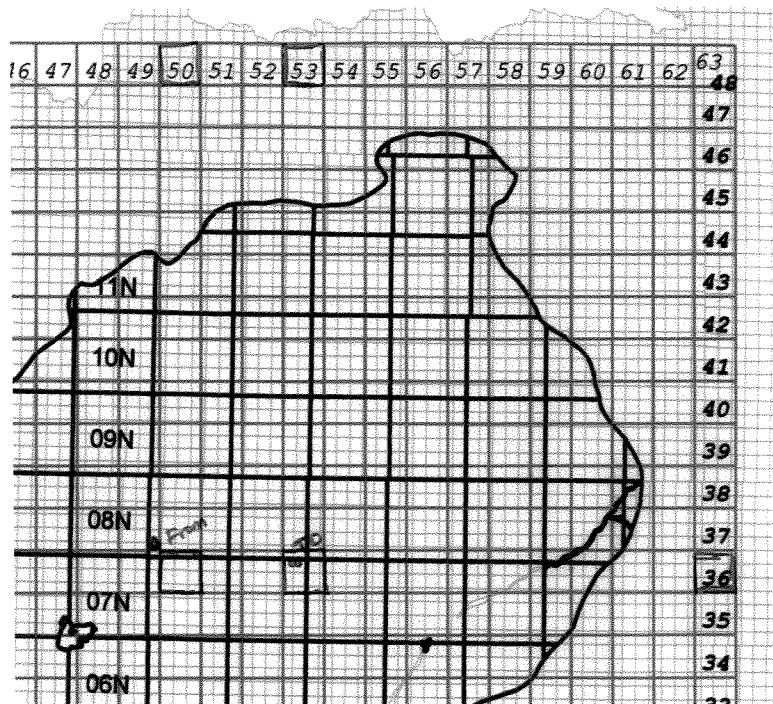


Figure 1. Model cells selected for evaluation; center-to-center distance equals approximate distance from old to new POD and POU.

Mitigation for Snake River Effects

Figure 2 from the spreadsheet shows that the mitigation plan prevents modeled impacts from ever exceeding "without transfer" impacts by more than five percent. At the end of the represented period, the model indicates that impacts to the Snake River are still declining.

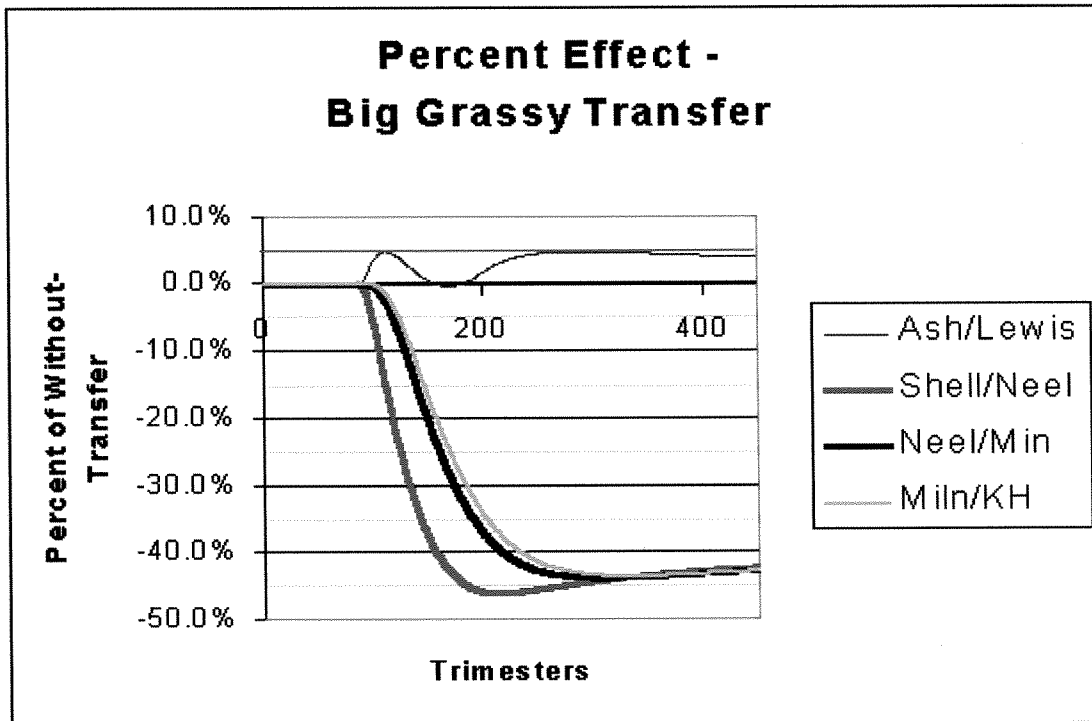


Figure 2. Modeled impacts to Snake River

The pumping schedule proposes following 110 acres of the 230 each year for three years. During the fourth through ninth years, five acres per year are added. Starting with the tenth year, three acres per year are added until 230 acres are irrigated each year.

This will be accomplished first by adding end guns to the pivots, then by operating one full pivot and one pivot on a partial rotation each year. One of the pivots will have a final acreage of 130 acres and the other will have a final acreage of 100 acres.

Effect on Mud Lake and Nearby Features

In the region of the "from" point of diversion are several features of concern that are sensitive to aquifer water levels. These include:

- The lower reach of Camas Creek, extending from 8N 36E 28 south and then east to Mud Lake. Stearns and Bryan identified this in a late 1930's USGS report as a gaining reach, influenced by aquifer

water levels.

- Mud Lake, at the intersection of 6N and 7N, and 34E and 35E. Stearns and Bryan (and local experience) document that springs arise in the northeast parts of the lake. The court decree "Bauerly v. Owsley" of the late 1940s asserts that the water supply of Mud Lake is "in part" from subterranean sources connected with the aquifer.
- The Mud Lake Water Users' Holley and Bybee wells in 7N 35E 25 and 26.
- The Mud Lake Water Users' North Lake wells in 7N 34E 13 and 7N 35E 19.

The aquifer modeling maps of Garabedian (USGS RASA Study, 1992) and the State of Idaho/University of Idaho suggest that transmissivity and storativity are fairly uniform throughout the region of interest. This is further suggested by the uniform gradient of the water table shown on aquifer water level maps of this area.

Analysis Tools. Well pumping on a feature of interest is proportionate to the drawdown it imposes at that location. There are a number of equations for calculating drawdown resulting from pumping a well. All share the feature that drawdown decreases with distance from the well, other factors being equal. A commonly accepted method for estimating transient impacts of wells on streams is the Jenkins Stream Depletion method, described by the USGS in 1968. The depletion on a stream is represented by a stream depletion factor, calculated as:

$$\text{Stream Depletion Factor} = a^2 S / T$$

where a = distance of well from stream
 S = storativity
 T = transmissivity

The Stream Depletion Factor represents the number of days for a pumping event to have a certain effect on the stream. Large stream depletion factors imply small effects on the stream. Transient effects reach the stream later, and more dampened in magnitude. The timing of the transient impact on a stream is inversely related to the square of the distance.

Analysis of Transient Effects

- Camas Creek. The "from" POD is two miles from the creek, and the "to" POD is 8.5 miles. The new effect on the creek will be

$$2^2 / 8.5^2 \text{ of the old effect, or about 5.5\%.}$$

The transfer reduces transient impact on Camas Creek by over 94%.

- Holley and Bybee Wells. The "from" distance is about five miles and the "to" distance is about thirteen miles. The new effect is

$$5^2 / 13^2 \text{ of the old effect, or about 15\%.}$$

The transfer reduces transient impact on the Holley and Bybee wells by about 85%.

- Mud Lake and the North Lake Wells. The "from" distance is about seven miles and the "to" distance is 17 miles. The new effect is

$$7^2 / 17^2 \text{ of the old effect, or about 17\%.}$$

The transfer reduces transient impact on Mud Lake and the North Lake Wells by about 83%.

Steady-state Impact

Steady-state impacts can be represented using the Theim equation for unconfined flow:

$$s_1^2 - s_2^2 = (2.3 Q / \pi K) \log (r_1/r_2) \quad (1)$$

where	s_1 and s_2	= drawdown at near and distant locations
	Q	= pumping rate
	K	= hydraulic conductivity
	r_1 and r_2	= distance to near and distant locations

In this case, the difference in impact is related to the ratio of the distances without squaring. The steady-state effects will be approximately:

- Camas Creek
2 / 8.5 ~ 24% of without-transfer impact
- Holly and Bybee Wells
5 / 13 ~ 38% of without-transfer impact
- Mud Lake and the North Lake Wells
7 / 17 ~ 41% of without-transfer impact

This transfer delays and dampens the transient effect of pumping on these sensitive features, and reduces the final steady-state effect.

Summary

The transfer permanently dries up 288.8 acres of irrigation at the "from" place of use and applies the full diversion rate to 230 acres of irrigation at the "to" place of use. Total pumping volume and total consumptive use are reduced. To mitigate for modeled impacts to the Snake River, a fallowing plan foregoes irrigation of 110 acres per year in the first three years, gradually decreasing until eventually 130 acres are irrigated on the east pivot and 100 acres are irrigated on the west pivot.

The proposed pumping plan and IDWR's transfer analysis spreadsheet show that the impacts of the transfer on the Snake River are within IDWR's five-percent confidence band for modeled effects. The transfer also reduces impact to Camas Creek, Mud Lake, and wells near the "from" place of use.


Bryce A. Contor

Pumping Schedule

Year	Fallow	Irrigated	Total
2005	110	120	230
2006	110	120	230
2007	110	120	230
2008	105	125	230
2009	100	130	230
2010	95	135	230
2011	90	140	230
2012	85	145	230
2013	80	150	230
2014	75	155	230
2015	72	158	230
2016	69	161	230
2017	66	164	230
2018	63	167	230
2019	60	170	230
2020	57	173	230
2021	54	176	230
2022	51	179	230
2023	48	182	230
2024	45	185	230
2025	42	188	230
2026	39	191	230
2027	36	194	230
2028	33	197	230
2029	30	200	230
2030	27	203	230
2031	24	206	230
2032	21	209	230
2033	18	212	230
2034	15	215	230
2035	12	218	230
2036	9	221	230
2037	6	224	230
2038	3	227	230
2039	0	230	230
2040 on	0	230	230

T70815

MAKE CHECK PAYABLE TO:
EANN MADSEN
EFFERSON COUNTY TREASURER
34 NORTH CLARK
IGBY, IDAHO 83442

2002 TAX BILL/RECEIPT

PARCEL NUMBER
RP08N36E310601A
22,986

1ST HALF DUE	2ND HALF DUE	FULL DUE	TOT MV	22,986
AX 142.08	TAX 142.08	TAX 284.16		
ATE	LATE	LATE		
NT	INT	INT		
DST	COST	COST		
OT	TOT	TOT	TOT ACS	462.590

SANDERS DAVID RAY FAMILY TR
% BROWN SID ETAL
2251 E 2350 N
HAMER ID 83425

TAXING DISTRICT	RATE	AMOUNT
STATE	.000000000	
COUNTY	.003160736	72.64
SCH DIST 253	.006986428	160.58
ROAD/BRIDGE	.000727624	16.72
WT JEFF CEM	.000101594	2.34
HAMER FIRE DI	.000813186	18.68
LIBRARY DIST	.000409785	9.42
W. JEFF AMB	.000164929	3.78
AMOUNT DUE	.012364282	284.16

LOTS 1,2,3,4; E2W2; W2E2;
LESS TAX # 1, IN SE CORNER
SW2SE4; SEC 31
TWP 8 NORTH RGE 36 EBM

MAKE CHECK PAYABLE TO:
EANN MADSEN
EFFERSON COUNTY TREASURER
34 NORTH CLARK
IGBY, IDAHO 83442

2002 TAX BILL/RECEIPT

PARCEL NUMBER
RP08N36E304800A
18,234

1ST HALF DUE	2ND HALF DUE	FULL DUE	TOT MV	18,234
AX 112.69	TAX 112.69	TAX 225.38		
ATE	LATE	LATE		
NT	INT	INT		
DST	COST	COST		
OT	TOT	TOT	TOT ACS	235.990

SANDERS DAVID RAY FAMILY TR
% BROWN SID ETAL
2251 E 2350 N
HAMER ID 83425

TAXING DISTRICT	RATE	AMOUNT
STATE	.000000000	
COUNTY	.003160736	57.62
SCH DIST 253	.006986428	127.38
ROAD/BRIDGE	.000727624	13.26
WT JEFF CEM	.000101594	1.84
HAMER FIRE DI	.000813186	14.82
LIBRARY DIST	.000409785	7.46
W. JEFF AMB	.000164929	3.00
AMOUNT DUE	.012364282	225.38

LOTS 3,4; E1/2SW1/4;
S1/2SE1/4; SEC 30
TWP 8 NORTH RGE 36 EBM

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
*** MONTHLY PAYMENTS ARE ACCEPTED ***

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

KEEP TOP PORTION FOR YOUR RECORDS.

PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

BRING THIS NOTICE FOR PROPER CREDIT
YOUR CHECK IS YOUR RECEIPT

T 70815
ATTACHMENT 9 OF 37

TO: IDWR

June 5, 2003

FROM: SID E. BROWN
2251 E2350 N
HAMER, ID 83425
(208) 662-5424

RE: WATER RIGHT OWNERSHIP 31-11410, 31-11414, & 31-11428

I, Sid E. Brown request the change in ownership of the above numbered water rights to:

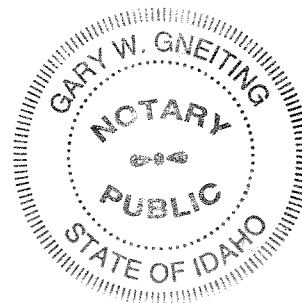
Kirk or Kathryn Egbert
1410 E 1300N
Terreton, ID 83450
(208) 663-4505

Water rights 31-11414 & 31-11428 are in the name of the USDI Bureau of Land Management. Currently I have Land Use Agreement (IDI-25450) with BLM. Attached is a letter dated February 1, 2002, allowing me to transfer associated water rights off of the BLM ground.

Sid E. Brown
Sid E. Brown

Subscribed and sworn to before me this 6th day of June, 2003
Gary W. Gneiting
(Notary Public)

My commission expires 4-14-05



REAL ESTATE MORTGAGE

THIS MORTGAGE, Made by Kirk Egbert and ^{KE} KATHERINE Egbert, husband and wife as MORTGAGOR, whose current address is: P.O. Box 87, Terreton, Idaho, 83450 and Elaine Saurey, a widow as MORTGAGEE, whose current address is 3778 North 2000 West, Rexburg, Idaho, 83440,

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Jefferson County, State of , to-wit:

Township 7 North, Range 37 E.B.M., Jefferson County, Idaho

Section 1: Lots 3 and 4,

S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 2: Lots 1 and 2,

S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM: Beginning at the NW Corner of Lot 2 of Section 2 and running thence East 300 feet; thence South 400 feet thence West 300 feet; thence North 400 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO a perpetual roadway easement 40 ft in width for ingress and egress of agricultural vehicles, machinery and equipment over and along an existing roadway located beginning at the junction of the Black Road with the Egin Hamer Road in Jefferson County, Idaho, which junction is assumed to be located at the SW corner of the SW $\frac{1}{4}$ of Section 2, Township 7 North, Range 37 East, Boise Meridian, Jefferson County, Idaho, and running thence in a northerly and easterly direction along the western boundary of said Section 2 to the northern boundary of said Section 2, to a point approximately 100 ft S of the NE corner of the NW $\frac{1}{4}$ of said Section 2 as granted by Easement recorded as Instrument No. 279329, records of Jefferson County.

ALSO TOGETHER WITH a perpetual roadway easement 40 ft in width for ingress and egress of agricultural vehicles, machinery and equipment over and along an existing roadway located beginning at a point approximately 100 ft S of the NE corner of the NW $\frac{1}{4}$ of said Section 2, T7N, R37E and running thence easterly 300 feet to the property herein conveyed.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of One Hundred Fifteen Thousand and no/100, \$115,000.00, lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated June 28, 2002, with final payment due June 28, 2007.

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alternations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;

ATTACHED LEGAL DESCRIPTION

Order No.: RI23164

Township 7 North, Range 37 E.B.M., Jefferson County, Idaho

Section 1: Lots 3 and 4,

S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 2: Lots 1 and 2,

S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM: Beginning at the NW Corner of Lot 2 of Section 2 and running thence East 300 feet; thence South 400 feet thence West 300 feet; thence North 400 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO a perpetual roadway easement 40 ft in width for ingress and egress of agricultural vehicles, machinery and equipment over and along an existing roadway located beginning at the junction of the Black Road with the Egin Hamer Road in Jefferson County, Idaho, which junction is assumed to be located at the SW corner of the SW $\frac{1}{4}$ of Section 2, Township 7 North, Range 37 East, Boise Meridian, Jefferson County, Idaho, and running thence in a northerly and easterly direction along the western boundary of said Section 2 to the northern boundary of said Section 2, to a point approximately 100 ft S of the NE corner of the NW $\frac{1}{4}$ of said Section 2 as granted by Easement recorded as Instrument No. 279329, records of Jefferson County.

ALSO TOGETHER WITH a perpetual roadway easement 40 ft in width for ingress and egress of agricultural vehicles, machinery and equipment over and along an existing roadway located beginning at a point approximately 100 ft S of the NE corner of the NW $\frac{1}{4}$ of said Section 2, T7N, R37E and running thence easterly 300 feet to the property herein conveyed.

ALTA Plain Language Commitment Legal Description
(RI23164.PFD/RI23164/15)

BURLEY FIELD OFFICE
BURLEY, IDAHO

FORM APPROVED
OMB NO. 1004-0009
Expires: October 31, 2001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAND USE APPLICATION AND PERMIT
(Sec. 302(b) of P.L. 94-579, October 21, 1976, 43 U.S.C. 1732)

FOR BLM USE ONLY

Application Number

IDI-25450

RENEWAL

APPLICATION

Name (first, middle initial, and last)

Sid Brown

Address (include zip code)

2251 E. 2350 N.

Hamer, ID 83425

Phone (include area code)

(208) 662-5424

Attach map or sketch showing public lands for which you are applying

Proposed date(s) of use: from Jan. 1, 2003 to Dec. 31, 2005

Give legal basis for holding interest in lands in
the State of IDAHO

(Check appropriate box at right and explain.)

☐ Resident

☐ Corporation

☐ Local Government

☐ Other

☒ Partnership

☐ County

☐ State Government

6. Are the lands now improved, occupied, or used? ☒ Yes ☐ No (If "yes," describe improvements and purposes, identify users and occupants.)

Public lands are crossed by a pivot irrigation system.

5. Do you need access to the land? ☐ Yes ☒ No (Describe needed or existing access)

7a. What do you propose to use the lands for?

Continue to cross public land with an irrigation pivot.

b. What improvements and/or land development do you propose? (To complete application processing, engineering and construction drawings may be required.)

No additional improvements.

c. What is the estimated capital cost?

\$ N/A

d. What is the source of water for the proposed use?

Private Well

I CERTIFY That the information given by me in this application is true, complete, and correct to the best of my knowledge and belief and is given in good faith.

Sid Brown
(Signature of Applicant)

12/8/02
(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

ATTACHMENT T-70815
13 OF 37

PERMIT

Permission is hereby granted to **Sid E. Brown**
2251 East 2350 North - Hamer, ID 83425
 use the following-described lands:

Permit Number
IDI-25450 RENEWAL

TOWNSHIP	RANGE	SECTION	SUBDIVISION
----------	-------	---------	-------------

8 North 36 East 30 NW 1/4 SE 1/4

Meridian	State	County	Acres (number)
Boise	Idaho	Jefferson	25.0

for the purpose of

PIVOT IRRIGATION SYSTEM

- This permit is issued for the period specified below. It is revocable at the discretion of the authorized officer of the Bureau of Land Management, at any time upon notice. This permit is subject to valid adverse claims heretofore or hereafter acquired.
- This permit is subject to all applicable provisions of the regulations (43 CFR 2920) which are made a part hereof.
- This permit may not be assigned without prior approval of the authorized officer of the Bureau of Land Management.
- Permittee shall not enclose roads or trails commonly in public use.
- Authorized representatives of the Department of the Interior, other Federal agencies, and State and local law officials shall at all times have the right to enter the premises on official business.
- Permittee shall pay the United States for any damage to its property resulting from the use.
- Permittee shall notify the authorized officer of address change immediately.
- Permittee shall observe all Federal, State, and local laws and regulations applicable to the premises and to erection or maintenance of signs or advertising displays including the regulations for the protection of game birds and game animals, and shall keep the premises in a neat, orderly, and sanitary condition.
- Permittee shall pay the authorized officer, in advance, the lump sum of \$ 150.00 (+\$25.00 renewal fee) and subject to the following conditions:
 for the period of use authorized by this permit or \$, annually, as rental or such other sum as may be required if a rental adjustment is made.
- Use or occupancy of land under this permit shall commence within months from date hereof and shall be exercised at least days each year.
- Permittee shall take all reasonable precautions to prevent and suppress forest, brush, and grass fires and prevent pollution of waters on or in the vicinity of the lands.
- Permittee shall not cut any timber on the lands or remove other resources from the land without prior written permission from the authorized officer. Such permission may be conditioned by a requirement to pay fair market value for the timber or other resources.
- Permittee agrees to have the serial number of this permit marked or painted on each advertising display or other facility erected or maintained under the authority of such permit.
- This permit is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the Equal Opportunity clauses. A copy of this order may be obtained from the signing officer.
- Permittee acknowledges, by signing below, that he/she knows, understands and accepts the terms and conditions under which this permit is issued.
- Special conditions (*attach additional sheets, if necessary*)
 See Exhibit "A" - Map
 See Exhibit "B" - Stipulations

Permit issued for period

From **December 31, 2002**

To **December 31, 2005**

Sid E. Brown
 (Permittee)

Glen Hewitt
 (Authorized Officer)

acting **Field Office Manager**
 (Title)

(Date)

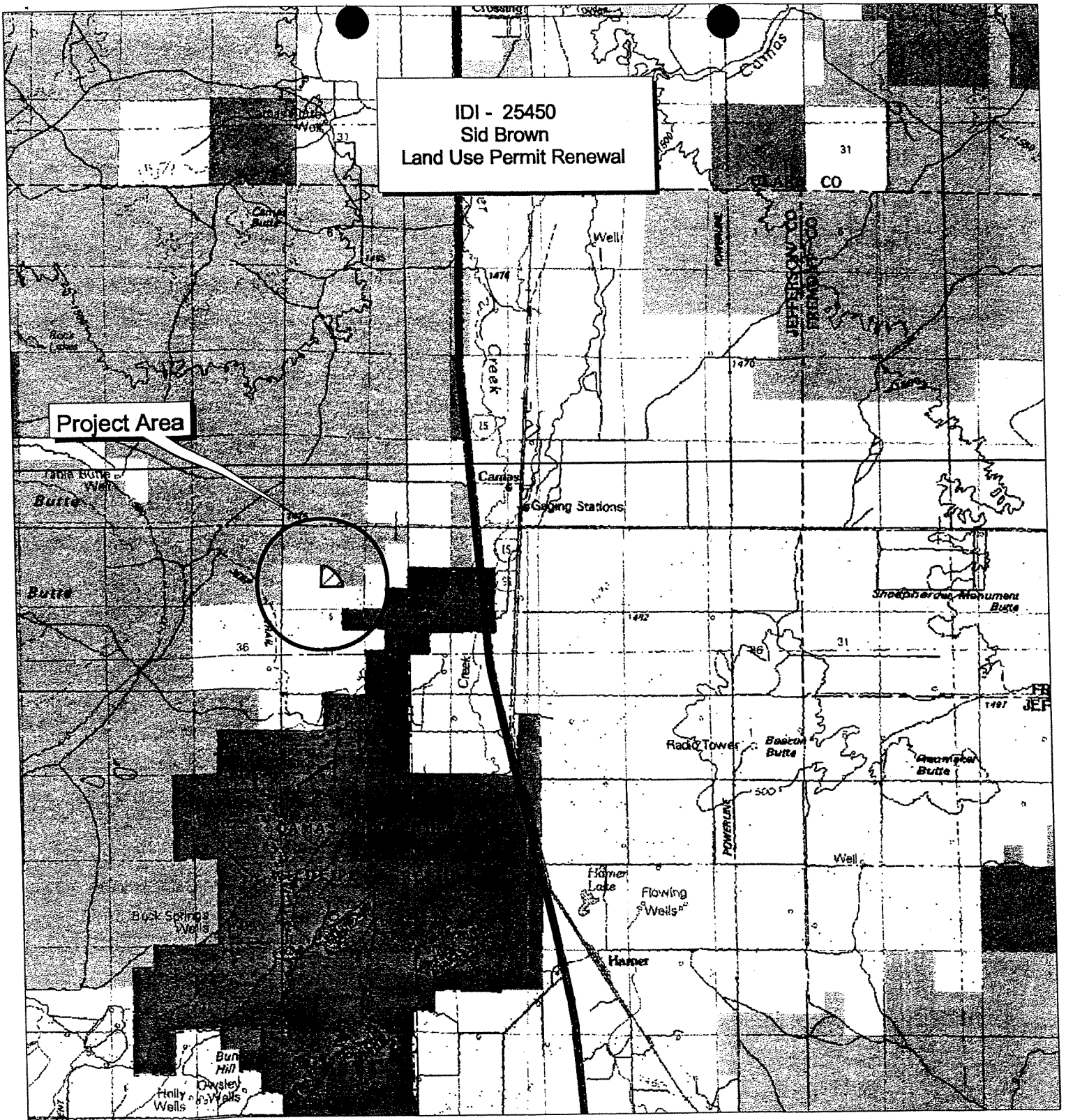
INSTRUCTIONS

- Submit, in *duplicate*, to any local office of the Bureau of Land Management having jurisdiction of the lands.
- Applications for Land Use Permits will not be accepted unless a notification of the availability of the land for non-BLM use (*Notice of Realty Action*) has been published in the Federal Register and for 3 weeks thereafter in a newspaper of general circulation. This provision does not apply in those situations where the publication of a (*Notice of Realty Action*) has been waived by the authorized officer.
- If the annual rental exceeds \$250 dollars per year; costs of processing the application *must* be paid by the applicant in advance.
- The authorized officer may require additional information to process an application. Processing will be deferred until the required information is furnished by the applicant.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
 Information is needed to process application for land use authorizations, pursuant to 43 CFR Section 2920.
 Information shows if the applicant and proposed use meet the requirements of 43 CFR Section 2920.1.
 Applicant *must* respond before he/she can be granted an authorization to use public lands.

STIPULATIONS
LAND USE PERMIT

1. The property line boundary between the public land authorized by this Land Use Permit and the permittee's private land shall be physically and continuously marked with fence posts or by other means acceptable to the BLM authorized officer.
2. The permittee shall allow free and unrestricted public access to and upon the permit area for all lawful purposes.
3. The permittee shall maintain title to water associated with this Land Use Permit solely in the name of the United States during the term of the permit.
4. The permittee shall be responsible for weed control within the limits of the Land Use Permit. The permittee is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.
5. The permittee shall prevent any contamination of the public land authorized by this Land Use Permit including spillage or leakage of transmission fluids, gear oils, or other contaminants.
6. **Ninety days prior to termination of the Land Use Permit** the permittee shall contact the BLM authorized officer to initiate one of the following actions:
 - a. make arrangements with the authorized officer for renewal of the permit
 - b. make arrangements for a joint inspection of the permit area to agree to an acceptable termination and rehabilitation plan. This plan shall include, but is not limited to, removal of facilities, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the permittee's commencement of any termination activities.



T. 8 N., R. 36 E., sec. 30, NW1/4SE1/4.
 USGS 7.5' Quadrangle, "RAY'S LAKE"
 BLM Surface Management Map, "CIRCULAR BUTTE"

Scale 1:100000

DRAFT MAP

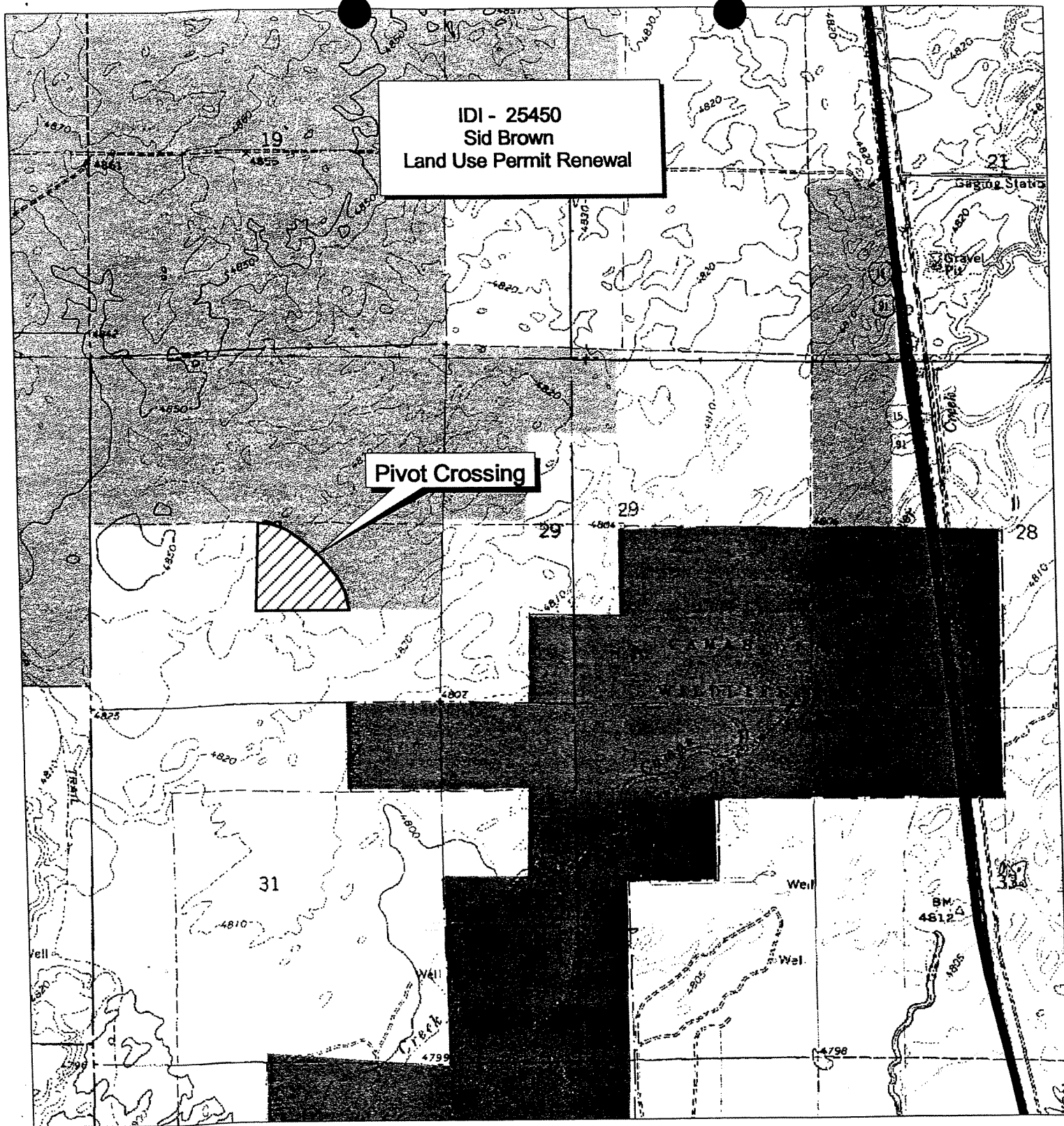
No warranty is made by the Bureau of Land Management
 for use of this data for purposes not intended by BLM. No
 warranty is made for the accuracy and completeness of this data.
 Map created December 2001.



Land Status

- BIA
- BLM
- DOE
- MIL
- NPS
- PRIVATE
- STATE
- USFS
- USFWS
- WATER

ATTACHMENT 16 OF 37



IDI - 25450
Sid Brown
Land Use Permit Renewal

Pivot Crossing

T. 8 N., R. 36 E., sec. 30, NW1/4SE1/4.
USGS 7.5' Quadrangle, "RAY'S LAKE"
BLM Surface Management Map, "CIRCULAR BUTTE"



Scale 1:24000

DRAFT MAP

No warranty is made by the Bureau of Land Management
for use of this data for purposes not intended by BLM. No
warranty is made for the accuracy and completeness of this data.
Map created December 2001.



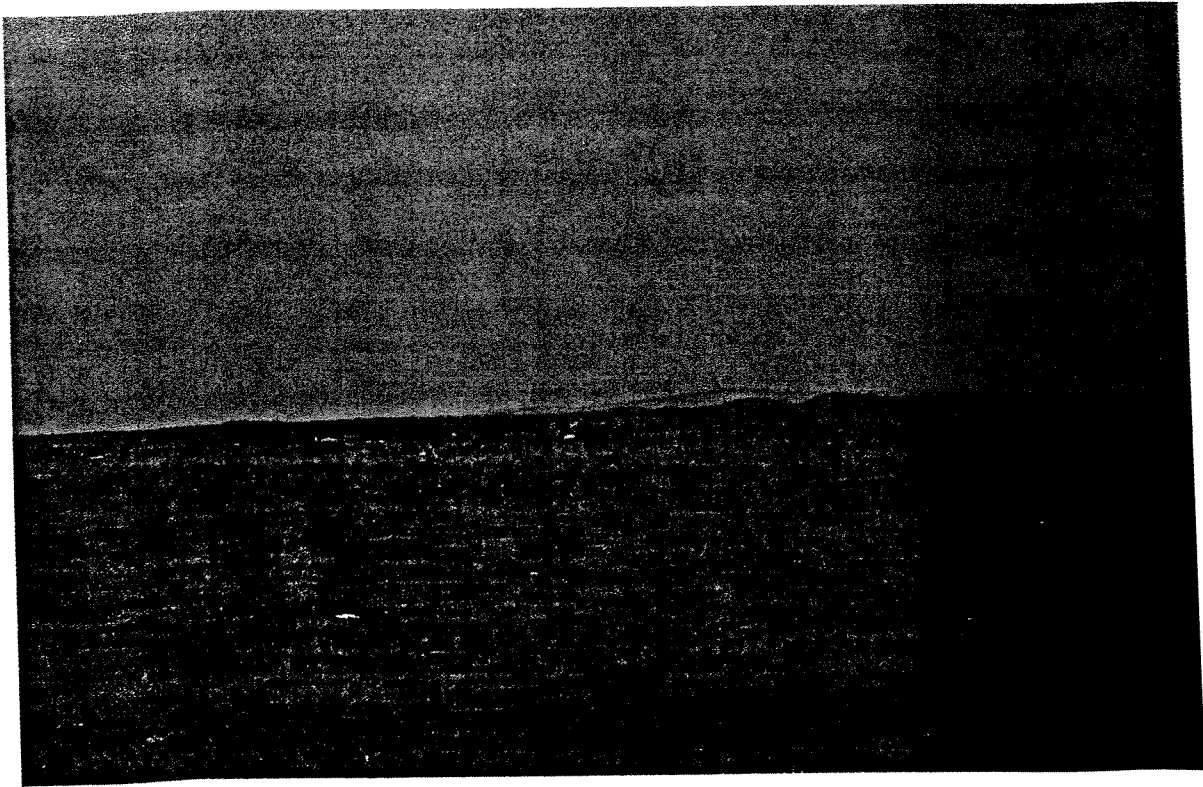
Land Status

- BIA
- BLM
- DOE
- MIL
- NPS
- PRIVATE
- STATE
- USFS
- USFWS
- WATER

T 70815

ATTACHMENT 17 OF 37

IDI - 25450
Sid Brown
Land Use Permit Renewal



Facing southwesterly toward pivot center
Across irrigated ground

United States Department of the Interior
Bureau of Land Management
BURLEY FIELD OFFICE
15 EAST 200 SOUTH
BURLEY, ID 83318
Phone: 208 677-6641

Receipt	
No.	605774

Transaction #: 631829
Date of Transaction: 12/12/2002

CUSTOMER: SID BROWN

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LANDS & REALTY MANAGEMENT / LANDS USE PERMIT / NONREFUNDABLE RENEWAL FEE \$25 (670) CASES: IDI 025450/\$25.00		- n/a -	25.00
2	1.00	LANDS & REALTY MANAGEMENT / LANDS USE PERMIT / PD ANNUAL RENTAL (680) CASES: IDI 025450/\$150.00 <i>Paid for terms.</i>		- n/a -	150.00
TOTAL:					\$175.00

PAYMENT INFORMATION			
1	AMOUNT	\$175.00	POSTMARKED 12/11/2002
	TYPE	CHECK	RECEIVED 12/12/2002
	CHECK NO.	1336	
	NAME	TABLE BUTTE CATTLE COMPANY	

REMARKS

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

CONTRACT OF SALE OF A WATER RIGHT

THIS AGREEMENT, Made and entered into this 30th day of April, 2004, by and between SID E. BROWN and JAN A. BROWN, husband and wife, of 2251 E. 2350 N., Hamer, Idaho, 83425; BLAKE N. KIRKPATRICK and LISA M. KIRKPATRICK, husband and wife, of P. O. Box 1, Hamer, Idaho, 82345; SPENCER E. BROWN and KAMI L. BROWN, husband and wife, of 2259 E. 2350 N., Hamer, Idaho, 83425, hereinafter called "sellers", and KIRK S. EGBERT and KATHRYN H. EGBERT, husband and wife, of 1402 E. 1300 N., Terreton, ID 83450, hereinafter called "buyers".

WITNESSETH:

1. Property.

Sellers agree to sell to Buyers, and Buyers agree to buy from Sellers, on the terms and conditions herein specified, the following water rights, to-wit:

Idaho Department of Water Resources Rights No. 31-11410 for 4.54 CFS, 31-11414* for 0.32 CFS, and 31-11428* for 0.3 CFS

*** Consent to transfer these rights has been approved in writing by US BLM**

Source: Ground Water

Quantity: 4.54 CFS

690 AFY

Use of these rights are limited to a total combined diversion rate of 4.54 CFS.

Priority Date: 01/14/1976

Points of Diversion: SENWNW in Sec.1, and SENWNE in Sec.2, all in T07N R37E

Purpose and Period of Use:

Purpose of Use

Irrigation

Period of Use

04-01 11-01

Quantity

4.54 CFS

690.0 AFY

Place of Use:

Irrigation within Jefferson County

T08N R36E S30	SESE 1	T08N R36E S30	NESW 40
T08N R36E S30	SWSE 39	T08N R36E S30	SESW 40
T08N R36E S30 Lot 3	NWSW 28	T08N R36E S30 Lot 4	SWSW 37
T08N R36E S31	NWNE 21	T08N R36E S31	NENW 35
T08N R36E S31 Lot 1	(NWNW) 17		
258 Acres Total			

2. Price.

Buyers shall pay Sellers for said water right a purchase price of \$346,560.00, payable as follows:

The sum of \$6,000.00 heretofore paid by Buyers to Sellers; and the sum of \$88,000.00 cash paid down on execution hereof, receipt of which is hereby acknowledged; providing however, said \$88,000.00 shall be held in the Client Trust Fund of RIGBY, THATCHER, ANDRUS, RIGBY & MOELLER, Chartered, with the following instructions:

- a. In the event said Egbert's should abandon or terminate in any way the proceedings to transfer said water right from its present place of use, and restore it in all particulars to its present place of use, then said funds held in this said trust account shall be returned to the persons and/or entities making payment thereof.
- b. In the event said water right transfer is granted, even for a lesser quantity of water, which is acceptable to the said Egbert's, that said \$88,000.00 shall be paid to the Sellers herein.
- c. If any valid question of interpretation or disputes arise as to the payment of said \$88,000.00 to said Sellers or the return of said \$88,000.00 to the Buyers thereof, the said Law Firm of RIGBY, THATCHER, ANDRUS, RIGBY & MOELLER, Chartered, may withhold payment thereof until clarification and agreement is obtained from the parties, and if no such agreement is obtained, than from a court of competent jurisdiction. In either event, the \$6,000.00 initial payment will be retained by Sellers

The balance of \$252,560.00 principal, plus accruing interest on the unpaid balance at the rate of five and three-fourths per cent (5.75%) per annum from date hereof, until paid, shall be payable directly to Seller, in the following manner: In ten equal annual amortized installment of principle and interest, each in the sum of \$33,909.53 (see amortization schedule labeled Exhibit "A" and attached hereto) with the first installment due and owing on April 25, 2005, and a like installment due and owing on April 25, of each year thereafter until April 25, 2014, when all interest and principal shall have been paid in full.

All payments shall be applied first to accrued interest and the balance to principle. Buyers shall not have the privilege of making additional payments of any size at any time, without the express written consent of the Sellers.

3. Right of Transfer.

It is understood and agreed, by and between the parties, that Buyers intend to immediately file an application with the Idaho Department of Water Resources to transfer this water right to real property now owned by Buyers and located about 6 miles in an Easterly direction from the present place of use of this water right, and to, thereby, remove this water right entirely from its present place of use described above. Sellers do hereby grant to Buyers permission to make said transfer and agree to sign any documentation to that effect required by the Idaho Department of Water Resources, pertaining to said transfer. All matters pertaining to said transfer, including the application therefore, with the Idaho Department of Water Resources, shall be the responsibility of Buyers. Furthermore, if the Idaho Department of Water Resources should grant said transfer, but should also reduce the quantity of the said water right it would allow to be transferred, and Buyers should accept said reduction required by said Department,

and continue with the transfer, than the amount of the reduction of the water right will be borne by the buyers, without any reimbursement by the Sellers to the Buyers. Providing, however, at any time during the transfer process, Buyers may, for their own reasons, determine not to proceed with said transfer proceedings. In such event, buyers shall notify Sellers in writing of such decision, and said contract shall be terminated totally, with all interest in said water right invested/reinvested in Sellers subject to the terms and conditions contained in that certain Contract of Sale, hereinafter referred to as the Sander's Contract; and said \$88,000.00 paid by Buyers to Sellers, on this contract, shall be repaid to Buyers, dollar for dollar, without interest, with the Sellers retaining the initial \$6,000.00 paid to Sellers by Buyers herein and this contract shall be terminated and held for naught, as if never entered into by the parties.

4. Possession.

Sellers shall furnish whatever information Sellers have, including documents pertaining to said water right, and shall cooperate with Buyers in advocating the transfer thereof to Buyers of said water right, and execute the ordinary documentation required by the Idaho Department of Water Resources for the transfer of said water right. In any event, Sellers reserve the right to use said water for the entire 2004 irrigation season.

5. Maintenance.

Buyers agree that they will, at their own expense, maintain and keep in full force and effect said water right and the validity thereof, and advise Sellers of any documentation, decisions, orders and agreements received or made by Buyers from any person or entity.

6. Taxes.

Sellers shall pay all of the 2003 taxes and assessments, if any, and all prior taxes and

assessments levied and assessed against the said water right, if any, and Buyers shall pay all of the 2004 and all subsequent taxes and assessments levied and assessed against the said water right, if any, when the same are due and payable and before the same shall become delinquent.

7. Deed.

Sellers shall execute a good and sufficient Warranty Deed to Buyers to the water right, free from all encumbrances except any placed thereon by Buyers, and the deed shall be delivered to Buyers when the purchase price has been fully paid to Sellers, unless the Idaho Department of Water Resources or other regulatory agency shall require title to said water right be in Buyers, in which event, said deed shall be delivered to Buyers and Buyers agree to execute and deliver to Sellers, a good and sufficient mortgage upon said water right, in securing the payment of this contract of sale

8. Default Remedies.

Time and punctuality of payment are the essence and material part of this contract; and in the event Buyers shall default in the performance of the terms of this agreement, Sellers may cause notice in writing to be given to Buyers, specifying the matters in which such default occurred. The notice shall be served upon Buyers by depositing the same in any United States Post Office, addressed to Buyers at their addresses shown above, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyers shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Sellers may elect to:

- A. Declare the entire unpaid balance on the contract including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Sellers to be immediately due and

owing, and

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyers to Sellers, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyers of election to pursue this remedy is required prior to suit, or,

(2) Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated, and Buyers shall forfeit all rights to said water right, and all payments made hereon shall be retained by Sellers as liquidated damages for the breach of this contract. In that event Buyers agree to immediately surrender possession of the said water right, Buyers shall immediately sign back to Sellers said water right, and if necessary the Idaho Department of Water Resources may use this Contract of Sale as consent by the Buyers to reassign said water right to Sellers. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyers agree to thereafter claim no interest in and to said water right.

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

9. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the

enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyers, Buyers agree to pay attorneys' fees of Sellers in issuing notice of default, or otherwise enforcing the contract without suit.

10. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

11. Costs of Transaction.

The parties shall share equally the attorneys' fees for the preparation of the contract and other documents, and all escrow fees.

12. Transfer Restricted.

It is expressly agreed that no sale of the water right or any assignment of this contract shall be valid or binding unless same is in writing and has been approved in writing by Sellers, and Buyers agree that they shall not mortgage said water right nor allow any liens upon same without the written permission of Sellers. Provided, however, consent to assignment of this contract or sale of the water right to responsible parties shall not be unreasonably withheld.

13. Inspection; Disclaimer of Warranty.

Buyers covenant that they have thoroughly and carefully researched the status of said water right.

IN WITNESS WHEREOF, The parties have executed this contract.

Sellers

Sid E Brown
Sid E. Brown

Jan A. Brown
Jan A. Brown

Blake N. Kirkpatrick
Blake N. Kirkpatrick

Lisa M. Kirkpatrick
Lisa M. Kirkpatrick

Spencer E. Brown
Spencer E. Brown

Kami L. Brown
Kami L. Brown

Buyers

Kirk S. Egbert
Kirk S. Egbert

Kathryn H. Egbert
Kathryn H. Egbert

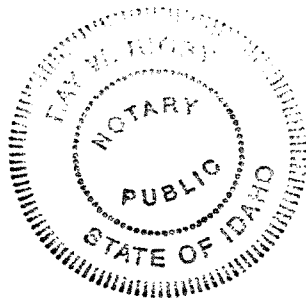
STATE OF IDAHO,)

ss.

County of Madison.)

On this 30th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Sid E. Brown and Jan A. Brown, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



Ray W. Regby
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-12-05

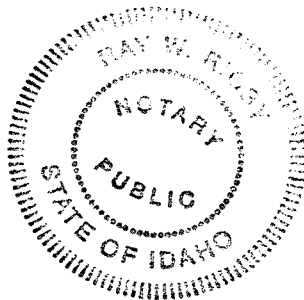
STATE OF IDAHO,)

ss.

County of Madison.)

On this 30th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Blake N. Kirkpatrick & Lisa M. Kirkpatrick, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



Ray W. Regby
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-12-05

Contract of Sale of Water Right- Page 9
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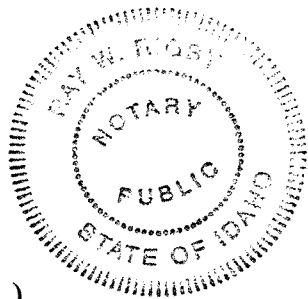
STATE OF IDAHO,)

ss.

County of Madison.)

On this 30th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Spencer E. Brown and Kami L. Brown, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



Lay W. Ryberg
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-12-05

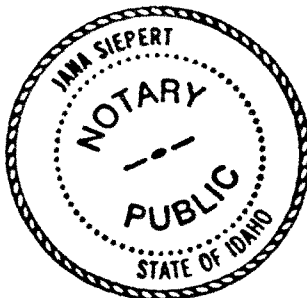
STATE OF IDAHO,)

ss.

County of Madison.)

On this 30th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Kirk S. Egbert and Kathryn H. Egbert, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



Dana Siepert
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 3-15-2007

Contract of Sale of Water Right- Page 10
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ATTACHMENT 29 OF 37

CONSENT

1. On February 11, 1999, a Contract of Sale was entered into, the material part of which is set forth as follows:

THIS AGREEMENT, Made and entered this 11th day of February, 1999, by and between THE DAVID RAY SANDERS FAMILY TRUST, c/o Geneva Sanders, Trustee, of Hamer, Idaho, hereinafter called "Seller," and SID E. BROWN and JAN A. BROWN, husband and wife, of 2251 E. 2350 N., Hamer, Idaho, 83425; BLAKE N. KIRKPATRICK and LISA M. KIRKPATRICK, husband and wife, of P. O. Box 1, Hamer, Idaho, 82345; SPENCER E. BROWN and KAMI L. BROWN, husband and wife, of 2259 E. 2350 N., Hamer, Idaho, 83425, hereinafter called "Buyers,"

WITNESSETH:

1. Property.

Seller agrees to sell to Buyers, and Buyers agree to buy from Seller, on the terms and conditions herein specified, the following described real property situated in Jefferson County, State of Idaho, to-wit:

PARCEL NO. 1:

The NW1/4 of the SW1/4 in Section 4, Twp. 7 N., Rge. 36 E.B.M.

PARCEL NO. 2:

Lots 1 and 5 in Section 1 of Twp. 7 N., Rge. 35 E.B.M.

PARCEL NO. 3:

Lots 1, 2, 3, and 4; E1/2 of the W1/2; W1/2 of the E1/2, all Sec. 31, Twp. 8 N., Rge. 36 E.B.M.

PARCEL NO. 4:

Lots 3, 4, and 5, and the SE1/4 of the NW1/4, all in Sec. 6, Twp. 7 N., Rge. 36 E.B.M.

LESS THE FOLLOWING: Beginning at the SE corner of the NW quarter of Twp. 7 N., Rge. 36 E.B.M., Sec. 6, and running thence N. 275 feet; thence West 1043 feet; thence in a Southeasterly direction, more or less, 334.82 feet to a point 852 feet West of the point of beginning; thence East 852 feet to the point of beginning.

PARCEL NO. 5:

Lots 3 and 4; the E1/2 of the SW1/4; and the S1/2 of the SE1/4; all in Sec. 30, Twp. 8 N., Rge. 36 E.B.M.

LESS THE FOLLOWING FROM THE ABOVE DESCRIBED PARCELS:

LESSED-OUT PARCEL NO. A:

T7N R 35 E and R.36 E, BOISE MERIDIAN

BEGINNING at the 1/4 Section Corner of Sections 1 and 6, a found 3" concrete post with a U.S. Biological Survey brass cap marked T7N R35E R36E 1/4 S1 S6 1936" from which point the Northwest corner of Township 7 North, Range 36 East, a found stone 10 x 6 inches, projecting 4 inches above the ground, with visible marks "7N" visible on South face, "3 " visible on East face and six notches visible on the Southeast corner, bears North 0°14'07" East, 2318.95 feet, and from which point U.S. Coast and Geodetic Survey Triangulation Station "REFUGE, 1959", a found 3 1/2" brass tablet bears South 48°45'48" East, 6899.44 feet;

thence in Township 7 North, Range 35 East, along the now and former land of UNITED STATES OF AMERICA and the East and West centerline of Section 1, North 89°44' 59" West, 172.45 feet, to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "153, TR 83, 1998", from which point the Center-West 1/16 Section Corner of Section 1, Township 7 North, Range 35 East, a found 3" concrete post with a U.S. Biological Survey brass cap marked C-C W1/16, S1, 1936 ", at the Corner of a fence which runs South and East, bears North 89°44'59" West, 3695.40) feet;

thence, through the land of Sanders,

North 22°56'40", East, 196.33 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked
"109, TR 83, 1998";

thence,

North 50°57' 56" East, 631.50 feet,
passing the line between Township 7 North, Ranges 35 and 36 East at 124.85 feet;

North 50°57'56" East, 506.65 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked
"110, TR 83, 1998";

thence, continuing through Township 7 North, Range 36 East,
South 89°59' 50" East, 758.64 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked
"112, TR 83, 1998";

thence, along an existing fence line,
South 81°18'14" East, 331.43 feet.
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked
"117, TR 83, 1998";

thence, along an existing fence line
South 19°11'30" East 256.71 feet

to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap
marked "151, TR 83, 1998", common with the Northwest corner of F.B. Downs,
as described in the Warranty Deed from The David Ray Sanders Family Trust
c/o David Ray Sanders and Geneva Sanders, Trustees, to J. William and Sylvia
Kay Edington, dated July 16, 1984, being recorded in the Official Records of
Jefferson County, Idaho, as instrument number 225328;

thence, along the westerly boundary of F.B. Downs, and an existing fence line,

South 34°41'17" East, 332.70 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap
marked "152, TR 83, 1998", common with the Southwest corner of F.B. Downs,
on the East and West centerline of Section 6, from which point the center 1/4
section corner of Section 6, a found 3" concrete post with a U.S. Biological
Survey brass cap marked "T7S, R36E, C1/4, S6, 1936", bears N. 89°34'20" E.,
852.00 feet;

thence, along the land now and formerly of UNITED STATES OF AMERICA

and the East and West centerline of Section 6
South 89°34' 20" West, 1754.66 feet,

to the point of BEGINNING, containing 19.88 acres, more or less, and,

LESSED-OUT PARCEL NO. B:

BEGINNING at the 1/4 Section Corner of sections 1 and 6, a found 3" concrete post with a U.S. Biological Survey brass cap marked T7N R35E R36E 1/4 S1 S6 1936" from which point the Northwest corner of Township 7 North, Range 36 East, a found stone 10 x 6 inches, projecting 4 inches above the ground, with visible marks "7N" visible on South face, "3 " visible on East face and six notches visible on the Southeast corner, bears North 0°14'07" East, 2318.95 feet, and from which point U.S. Coast and Geodetic Survey Triangulation Station "REFUGE, 1959", a found 3 1/2" brass tablet bears South 48°45'48" East, 6899.44 feet;

thence in Township 7 North, Range 35 East, along the now and former land of UNITED STATES OF AMERICA and the East and West centerline of Section 1,
North 89°44' 59" West, 172.45 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "153, TR 83, 1998", from which point the Center-West 1/16 Section Corner of Section 1, Township 7 North, Range 35 East, a found 3" concrete post with a U.S. Biological Survey brass cap marked C-C W1/16, S1, 1936 ", at the Corner of a fence which runs South and East, bears North 89°44'59" West, 3695.40) feet;

thence, through the land of Sanders,
North 22°56'40", East, 196.33 feet,
to a set 5/8" rebar with a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "109, TR 83, 1998";

thence,
North 50°57' 56" East, 631.50 feet,
passing the line between Township 7 North, Ranges 35 and 36 East at 124.85 feet to the true point of beginning, thence,

South 89°59'50" East, 758.64 feet, thence,
South 81°18'14" East 331.43 feet, thence,
South 19°11'30" East 256.71 feet, thence,
North 89°24'20" East, 1043 feet, thence,

North 00°20'38" East, 994.20 feet, thence,
South 89°34'20" West, 2220.00 feet, thence,
South 00°20'38"W, 700 feet,

to the true point of BEGINNING.

TOGETHER WITH all water rights, and irrigation equipment, including but not limited to, all wells, motors, pumps, panels, pivots, main lines, pipes, and sprinkler heads.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

AND TOGETHER WITH an access easement, 30 feet in width, across the entire southerly side of the property described as "Lessed-out Property No. B".

SUBJECT TO easements, if any, of record or in existence for roads streets, ditches, canals, pipelines and utilities.

2. Price.

Buyer shall pay Seller for said property a purchase price of \$400,000.00, payable as follows:

The sum of \$50,000.00 cash paid down on execution hereof, receipt of which is hereby acknowledged.

The balance of \$350,000.00 principal, plus accruing interest on the unpaid balance at the rate of seven and one-half per cent (7.5%) per annum from date hereof, until paid, shall be payable directly to Seller, in the following manner: The sum of \$13,400.53 principle plus \$23,301.37 interest on January 1, 2000 and fourteen (14) equal annual amortized installments of principle and interest, each in the sum of \$39,650.53, with the first of said fourteen installments of \$39,650.53 due and owing on January 1, 2001, and like sum payable on the first day of

January of each year thereafter until January 1, 2014, when all principle and interest shall have been paid in full.

All payments shall be applied first to accrued interest and the balance to principle.

Buyers shall not have the privilege of making additional payments of any size at any time, without the express written consent of the Seller.

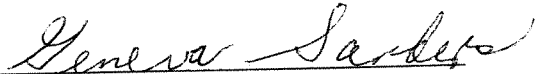
II. One of the water rights included in the property sold by said Contract of Sale between the said DAVID RAY SANDERS FAMILY TRUST as Seller, and the Buyers above named, (hereinafter referred to as the Sanders Contract) was **Idaho Department of Water Resources Water Right No. 31-11410**, which is fully described in the said Contract of Sale of Water Right,(referred to as the Brown Contract heretofore and heretoafter) set out above.

III. That for and in consideration of the sum of \$25,000.00, half of which is to be paid by the Buyers in said Sanders Contract, and one half thereof to be paid by the Buyers (Egbert's) in the Brown Contract, the said Geneva Sanders, trustee of the DAVID RAY SANDERS FAMILY TRUST, does hereby consent to the sale and transfer to Kirk S. Egbert and Kathryn H. Egbert, by the Buyers in said Sanders Contract of said **Idaho Department of Water Resources Water Right No. 31-11410**, and further consents to the transfer of said water right by the said Egbert's from the present place of use to real property owned by the said Egbert's, and will execute whatever documents are deemed necessary by the Idaho Department of Water Resources to make said transfer.

IV. It is understood and agreed by the undersigned that said \$25,000.00 is to be paid

upon the execution of these documents to the client trust fund of RIGBY, THATCHER, ANDRUS, RIGBY, & MOELLER, Chartered with the following instructions:

- a. In the event said Egbert's should abandon or terminate in any way the proceedings to transfer said water right from its present place of use, and restore it in all particulars to its present place of use, then said funds held in said trust account shall be returned to the persons and/or entities making payment thereof.
- b. In the event said water right transfer is granted, even for a lesser quantity of water, which is acceptable to the said Egbert's, that said \$25,000.00 shall be paid to the said DAVID RAY SANDERS FAMILY TRUST, in C/O Geneva Sanders, trustee.
- c. If any valid question of interpretation or disputes arise as to the payment of said \$25,000.00 to said trust or the return of said \$25,000.00 to the payers thereof, the said Law Firm of RIGBY, THATCHER, ANDRUS, RIGBY & MOELLER, Chartered, may withhold payment thereof until clarification and agreement is obtained from the parties, and if no such agreement is obtained, then from a court of competent jurisdiction.


Geneva Sanders, as Trustee of the
David Ray Sanders Family Trust

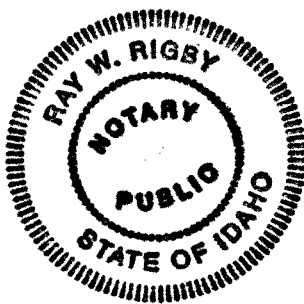
STATE OF IDAHO,)

ss.

County of Madison.)

On this 30th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Geneva Sanders, known to me to be the person whose name is subscribed to the within instrument as Trustee of the David Ray Sanders Family Trust, and acknowledged to me that she executed the same as such Trustee of said Trust.

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



Ray W. Rigby
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 3-12-05