

RECEIVED

OCT 31 2024

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 89454MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Yellowstone Cabins at the Ranch, LLCCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

89454

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Yellowstone Cabins at the Ranch, LLC Phone (360) 631-7776
Mailing address 6089 N. Roper Dr., Mountain Green, Utah 84050 Email scransen@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates Phone 208-524-2353
Mailing address 482 Constitution Way Suite 303 Idaho Falls, ID 83402 Email kristin.rmea@gmail.com

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.

☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

 Blake Hansen, Manager 10/28/2024
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Applicant proposes to transfer a purchased water right to provide irrigation water for the yards surrounding a group of small cabins. One well will deliver water through a common sprinkler system.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	35-13944	0.01 cfs	Irrigation	4/15 to 10/31	Ground water
☐ ☒	35-13946	0.01 cfs	Irrigation	4/15 to 10/31	Ground water
☐ ☒	35-13948	0.01 cfs	Irrigation	4/15 to 10/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.03 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.03 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			SW	SE	17	12 N	43 E	Fremont	Groundwater	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
12 N	43 E	17															1		1
Total Acres (for irrigation use)																			1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

A 6" existing well with pump will divert water into 2' mainline from which sprinkler systems will connect. A measuring device can be installed upon request.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
NA

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Land will be retired from irrigation under these rights. Any future irrigation would require a water right to be obtained.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Existing POD is shared by the following Water Rights: 35-14527, 35-14528, 35-14529, and 35-7534B. Proposed POU/POD only have a domestic exempted use.

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

Yes No

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

If yes, describe:

The portion of the rights proposed to be transferred has been enrolled in CRP. They were recently released.

See Attachment #10 for verification.

Close

Water Right Report : 35-13944(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 8/4/1979
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.08 CFS	
TOTAL			1.08 CFS	

Places of Use

[Placemark View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24			NW	NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	4.8
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acre Limit
129.80	

Conditions

Code Conditions

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-07534B, 35-13946 35-13948, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF. COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

- 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.

Dates

Licensed Date :

Decreed Date : 5/20/2002

Permit Proof Due Date :

Permit Proof Made Date :

Permit Approved Date :

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date:

Protest Deadline Date:

Other Information

State or Federal : S

Water District Number : 120

Generic Max Rate Per Acre : 0.02

Generic Max Volume Per Acre : 3.5

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

Close

Water Right Report : 35-13946(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 2/24/1953
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.94 CFS	207.60 AFA
TOTAL			0.94 CFS	207.60 CFS

Places of Use

[Printable View](#)
[Pagged View](#)

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24				NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	4.8
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acre Limit
129.80	51.90

Conditions

Code	Conditions
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USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13944 AND 35-13948. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 51.9 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

- C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-07534B, 35-13944, 35-13948, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF. COMBINED RIGHT NOS.: 35-13944 AND 35-13948.

- 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.

Dates

Licensed Date :
 Decreed Date : 4/30/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date:
 Protest Deadline Date:

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 3.5
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

Close

Water Right Report : 35-13948(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 6/7/1957
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.47 CFS	93.20 AFA
TOTAL			0.47 CFS	93.20 CFS

Places of Use

Printable View

Zoned View

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24			NW	NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	4.8
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acre Limit
129.80	23.30

Conditions

Code Conditions

C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

89454

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF, COMBINED RIGHT NOS.: 35-13944 AND 35-13946.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-07534B, 35-13944, 35-13946, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13944 AND 35-13946 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 23.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

- 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.

Dates

Licensed Date :
 Decreed Date : 5/20/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date:
 Protest Deadline Date:

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 3.5
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

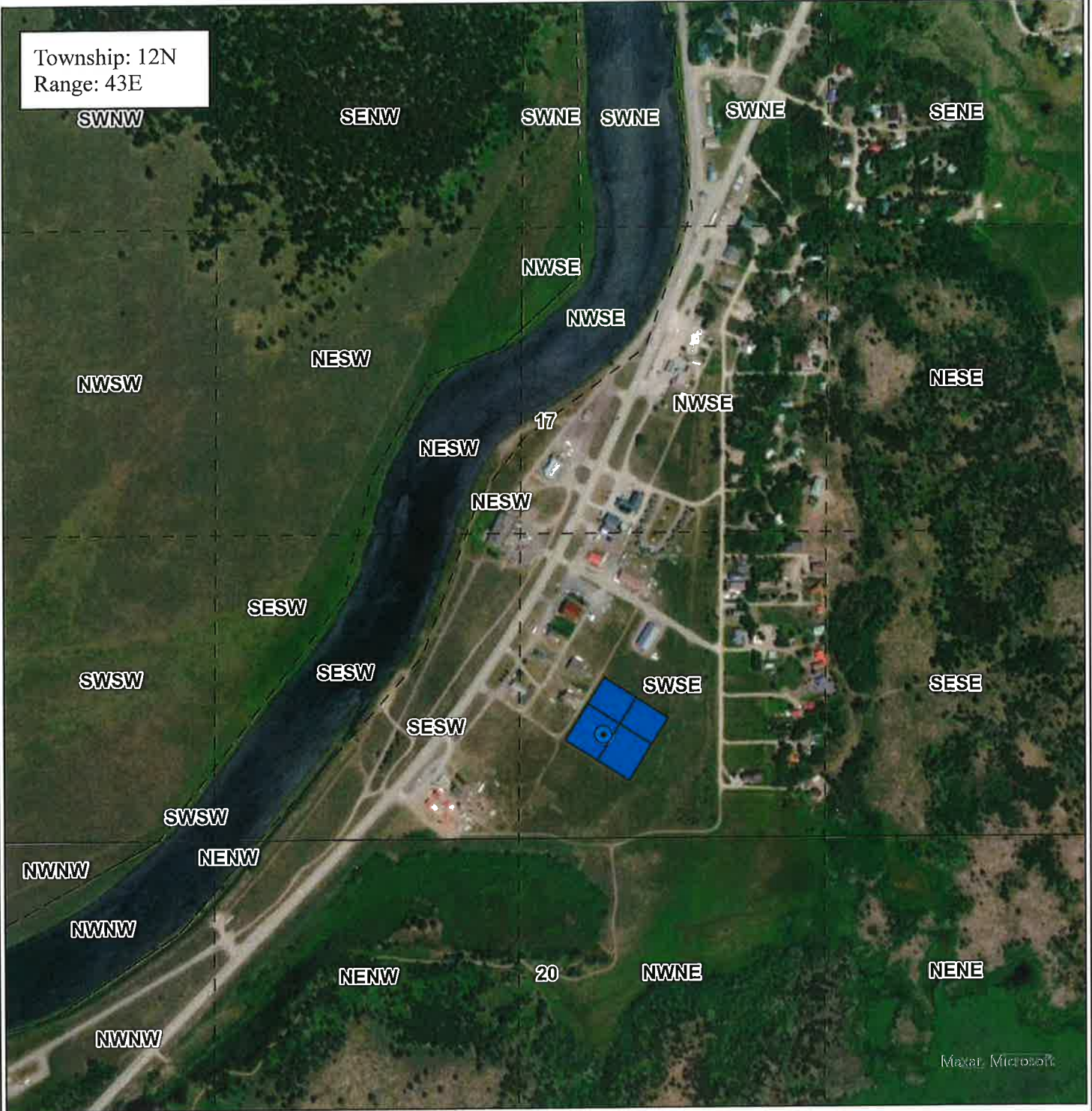
IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

89454

Township: 12N
Range: 43E



0 0.07 0.15 0.3 Miles

2021 NAIP

-  "To" Well
-  "To" POU
-  Section
-  QQ



Proposed Water Right

Yellowstone Cabins at the Ranch, LLC

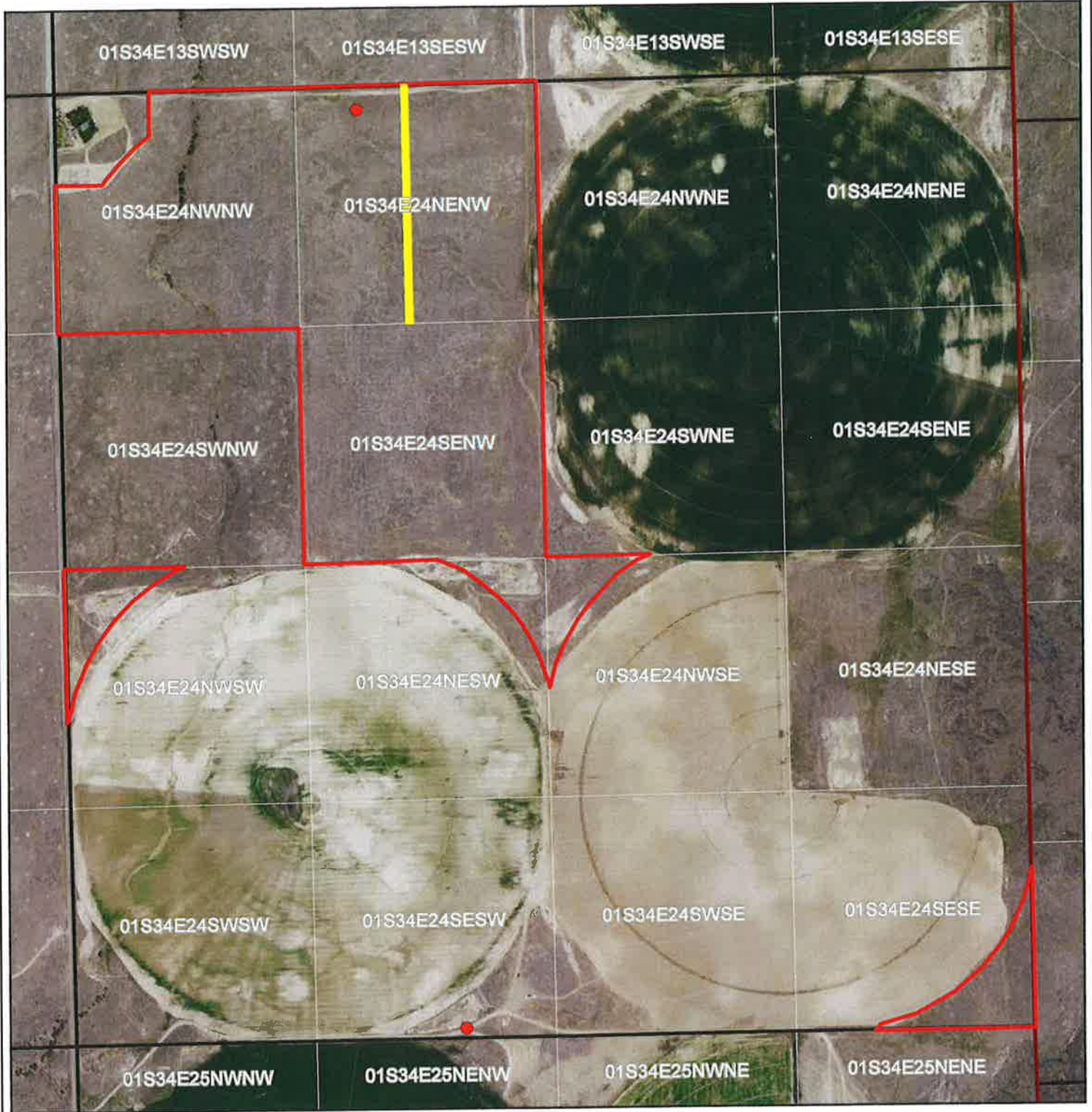
Project #: 23-0135

Drawn by: TK

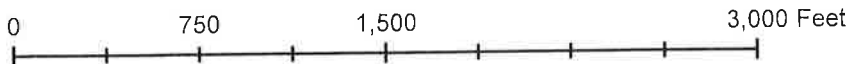
Date: 10/2/2023



Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.

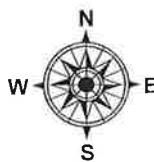


2021 NAIP



Legend

- WR POD 35-13944 et al
- Purchase Acres
- WR POU 35-13944 et al
- Section
- QQ
- Twp & Rng



Existing Water Right

Yellowstone Cabins at the Ranch, LLC

RMEA # 23-0135

by: KM

Date: 10/16/2024



89454

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Option Agreement") is made and entered to be effective as of the 3 day of May, 2024 (the "Effective Date"), by and between the following entities: June

1. **Foster Land and Cattle**, an Idaho general partnership, whose address is PO Box 40, Ririe, Idaho 83443, hereinafter "Seller";
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer"); and
3. Acting on behalf of Buyer, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **D'Wayne Coburn** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right Nos. 35-13944, 35-13946, and 35-13948 (the "Water Right"), which were decreed on May 20, 2002 or April 30, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of August 4, 1979, February 24, 1953, or June 7, 1957, respectively. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Buyer has inspected government records and reviewed other information pertaining to the Water Right. Seller desires to grant, and Buyer desires to obtain, an option to purchase the Water Right as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. **Option Granted.** Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, a **108-acre portion** of the Water Right, illustrated in **Exhibit 2** at any time on or before **June 1, 2026** (the "Option Period") if Buyer is not then in default of any provision of this Agreement.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 6/3/24 PAGE 1 OF 16

2. Payment for Option. Upon execution of the Option Agreement, Buyer shall pay to Seller a fee in the amount of \$ [REDACTED] as payment for the Option. This payment is nonrefundable, except in the case of Seller's default.
3. Transfer Application. During the Option Period, Buyer, in its sole discretion may elect to file with IDWR one or more applications for transfer ("Transfer" or "Transfer Application") for the Water Right. Seller hereby consents to such transfers. Buyer shall bear all costs associated with each Transfer and shall have the ability to file a Transfer as to any of the Water Rights. The Transfer applications may entail a change in any element or condition of the Water Rights or may entail use of the Water Rights for mitigation or some other similar purpose. **Buyer will make good faith effort to file transfers of smaller quantities totaling up to approximately half the total Water Right in a manner which would allow a common closing date to accommodate a 1031 exchange schedule on behalf of the Seller.**
4. Cooperation with Transfer Efforts. Seller shall cooperate fully with Buyer throughout with each Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing approval of the Transfer, including signing and notarizing Transfer Applications, authorizations, and other documents consistent with Buyer's rights under this Option Agreement, or ceasing irrigation of portions of the Water Right place of use if necessary. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. In the event that it is necessary to dry up acres in order to obtain transfer approval, Buyer will inform Seller of the need to dry up acres and shall identify which acres need to be dried up. Buyer shall not have the ability to require acres to be dried up if notice to dry up acres is provided to Seller after Seller has planted crops for the upcoming growing season, unless Buyer and Seller agree otherwise. Additionally, to the extent crop reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Water Right place of use.
5. Withdrawal of Transfer Application. At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer Application or file a new or revised Transfer Application.
6. Use and Protection of Water Rights. Prior to their conveyance to Buyer at Closing if the Option is exercised, Seller is authorized to continue to use any portion of the place of use of the Water Right that is not the subject of a Transfer. Seller shall keep Buyer fully advised of the status and use of the Water Rights during the Option Period. At no time during which this Option Agreement is in effect shall Seller take any action that diminishes the value or utility of the Water Right.
7. [REDACTED]

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 6/3/24 PAGE 2 OF 16

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date as follows:
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Option Agreement, and shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing if the Option is exercised and the Water Right is purchased by Buyer.
 - (b) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (c) Not Forfeited. No portion of the Water Right has been forfeited or abandoned in whole or in part.
 - (d) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Water Right, as follows:
- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
 - (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.
10. Broker.
- (a) 
 - (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: (1/1/24) DATE: 6/3/24 PAGE 3 OF 16

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election. (Make one election only.)**

Initials _____

**Limited Dual Agency
and / or
Assigned Agency**

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

_____/_____
Initials

Buyer **DOES NOT** want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

Single Agency

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 11/1/24 DATE: 6/3/24 PAGE 4 OF 16

11. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, by facsimile, or by email to the listed email address below. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Foster Land and Cattle Bradley Foster PO Box 40 Ririe, ID 83443	Rocky Mountain Water Exchange LLC 482 Constitution Way Ste. 303 Idaho Falls, ID 83402 rog.rmca@gmail.com
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Reed Nord 3525 Merlin Dr. Idaho Falls, ID 83404 nordpsa@gmail.com	Reed Nord 3525 Merlin Dr. Idaho Falls, ID 83404 nordpsa@gmail.com

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding this Option Agreement. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: B. L. Foster DATE: 6/3/24 PAGE 5 OF 16

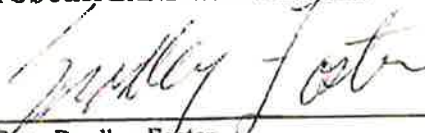
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Option Agreement.
- (k) Recording. The Parties may record a notice of this Option Agreement in the records of Bingham County, Idaho, in a form substantially like the form attached hereto as Exhibit 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

FOSTER LAND AND CATTLE


By: Bradley Foster
Its: Partner

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 11/26 DATE: 6/3/24 PAGE 6 OF 16

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**



By: W. Roger Warner
Its: Manager

"BROKER"

KELLER WILLIAMS EAST IDAHO



D'Wayne Coburn
By: Reed D. Nord, Agent for Broker

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

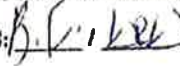
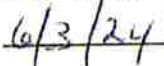
BUYER AND SELLER'S INITIALS:  **DATE:**  **PAGE 7 OF 16**

Exhibit 1 The "Water Right"

Water Right Report : 35-13944(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	HAILE	UT	84413 0040

Water Right Status

Priority Date 8/4/1974
 Date Decreed
 Status Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	14E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	14E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	10/31	1.08 CFS	
TOTAL			1.08 CFS	

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	14E	24			NE	NW	37
01S	14E	24			NW	NW	32
01S	14E	24			SE	NW	49
01S	14E	24			NE	SW	48
01S	14E	24			NW	SW	61
01S	14E	24			NW	SE	48
01S	14E	24			SE	SE	61

Irrigation Totals

Total Acres Acre Unit
 129.80

Conditions

Code Conditions

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-14679, 35-14680, 35-075340, 35-13946, 35-13948, 35-14527, 35-14528 AND 35-14529.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: B. K. K. K. DATE: 6/3/24 PAGE 8 OF 16

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF, COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON, COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

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 42-141.2(6), IDAHO CODE.

Dates

Licensed Date :
Decreed Date : 5/20/2002
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date :
Protest Deadline Date :

Other Information

State or Federal : S
Water District Number : 120
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.9
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
BUYER AND SELLER'S INITIALS: h.f. / k.w. DATE: 6/3/24 PAGE 9 OF 16

Water Right Report : 35-13946(Decreed/Active)**Water Right Owners**

Owner Type Name Address City State Postal Code
 Current Owner: FOSTER LAND AND CATTLE PO BOX 40 RIRIE ID 83443-0040

Water Right Status

Priority Date : 2/24/1953
 Basis : Decreed
 Status : Active

Water Source

Source Source Qualifier Tributary Tributary Qualifier
 GROUND WATER

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.94 CFS	207.60 AFA
TOTAL			0.94 CFS	207.60 CFS

Places of Use**Place of Use Legal Description : IRRIGATION (BINGHAM county)**

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24		NE	NW	37	
01S	34E	24		NW	NW	32	
01S	34E	24		SE	NW	39	
01S	34E	24		NE	SW	48	
01S	34E	24		NW	SW	6.1	
01S	34E	24		NW	SE	48	
01S	34E	24		SE	SE	6.1	

Irrigation Totals

Total Acres Acre Limit
 129.80 51.90

Conditions

Code Conditions

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 6/3/24 PAGE 10 OF 16

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13944 AND 35-13948. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 51.9 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

- C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-075340, 35-13944, 35-13948, 35-14527, 35-14528 AND 35-14529.
- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF. COMBINED RIGHT NOS.: 35-13944 AND 35-13948.
- 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.

Dates

Licensed Date :
 Decreed Date : 4/30/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approval Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Rereview Date :
 Protest Deadline Date :

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 3.5
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan Fails :

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 6/3/24 PAGE 11 OF 16

89454

Water Right Report : 35-13948(Decreed/Active)**Water Right Owners**

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 401	RIEF ID	B3441-IRND	

Water Right Status

Priority Date : 6/7/1957
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.47 CFS	93.20 AFA
TOTAL			0.47 CFS	93.20 CFS

Places of Use**Place of Use Legal Description : IRRIGATION (BINGHAM county)**

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24		NE	NW	37	
01S	34E	24		NW	NW	32	
01S	34E	24		SE	NW	39	
01S	34E	24		NE	SW	48	
01S	34E	24		NW	SW	6.1	
01S	34E	24		NW	SE	48	
01S	34E	24		SE	SE	6.1	

Irrigation Totals

Total Acres	Acres Limit
129.00	23.30

Conditions**Code Conditions**

C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] DATE: 6/3/24 PAGE 12 OF 16

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF, COMBINED RIGHT NOS.: 35-13944 AND 35-13946.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-075348, 35-13944, 35-13946, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON, COMBINED RIGHT NOS.: 35-13944 AND 35-13946 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 23.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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.

Dates

Licensed Date
Decreed Date : 5/20/2007
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Memorandum Expiration Date
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 120
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
OLE Act Number :
Cary Act Number :
Mitigation Plan: false

IDAHO DEPARTMENT OF WATER RESOURCES

1/22/2024

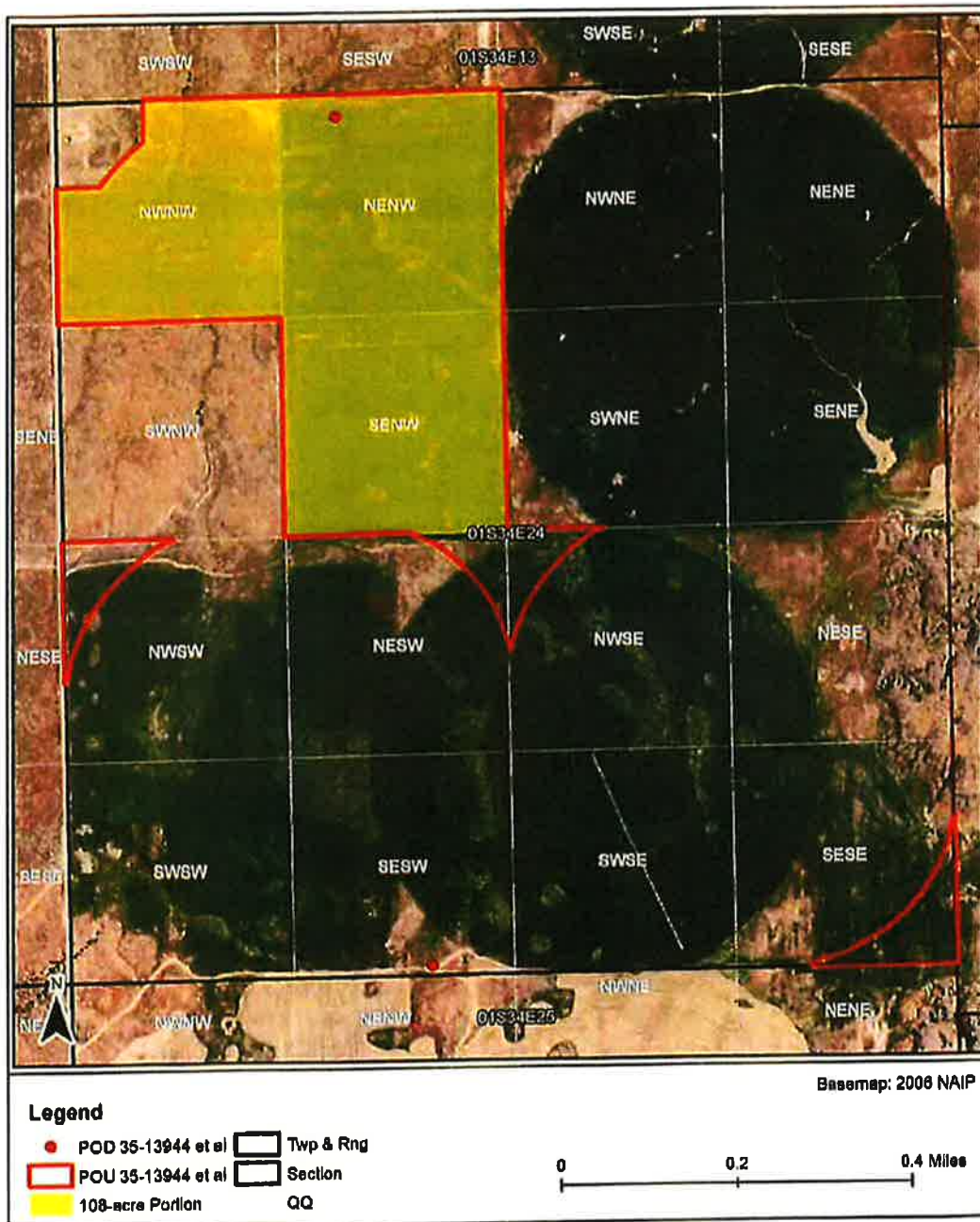
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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: 6/1/24 DATE: 6/3/24 PAGE 13 OF 16

89454

Exhibit 2
Map of the 108-acre Portion of the Water Right



OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: (Signature) DATE: 6/3/24 PAGE 14 OF 16

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 28 day of October, 2024 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **Yellowstone Cabins at the Ranch, LLC**, an Idaho limited liability company, whose address is 6089 N Roper Dr., Mountain Green, Utah 84050.

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller currently has the legal right and option to a portion of Water Rights No. 35-13944, 35-13946, and 35-13948 (the "Water Right"), of which No. 35-13944 was decreed on May 20, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of August 4, 1979. Water Right No. 35-13946 was decreed on April 30, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of February 24, 1953. Water Right No. 35-13948 was decreed on May 20, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of June 7, 1957. The current descriptions of the Water Rights are more fully set forth in the reports obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy 1.0 acres of the Water Right. Buyer has agreed to purchase 1.0 acres of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JA/LR DATE: 10/28/2024 PAGE 1 OF 19

89454

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portions of the Water Rights:

Water Right No. 35-13944

Purpose:	Irrigation
Priority:	<u>August 4, 1979</u>
Quantity (Diversion Rate):	<u>0.01</u> cfs of the total authorized <u>1.08</u> cfs
Quantity (Volume):	<u>4.0</u> acre-feet per annum
Place of Use (Acreage):	<u>1.0</u> acres

Water Right No. 35-13946

Purpose:	Irrigation
Priority:	<u>February 24, 1953</u>
Quantity (Diversion Rate):	<u>0.01</u> cfs of the total authorized <u>0.94</u> cfs
Quantity (Volume):	<u>1.6</u> acre-feet per annum
Place of Use (Acreage):	<u>0.4</u> acres

Water Right No. 35-13948

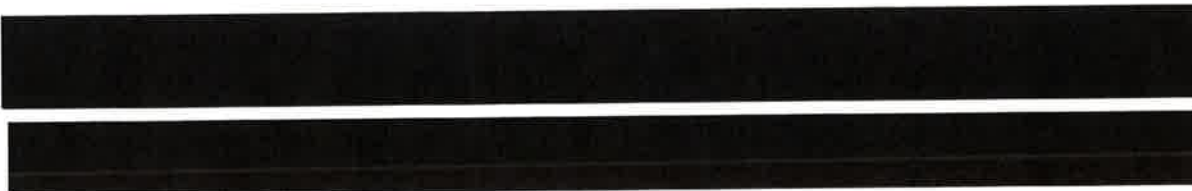
Purpose:	Irrigation
Priority:	<u>June 7, 1957</u>
Quantity (Diversion Rate):	<u>0.01</u> cfs of the total authorized <u>0.47</u> cfs
Quantity (Volume):	<u>0.7</u> acre-feet per annum
Place of Use (Acreage):	<u>0.2</u> acres

Combined Total of the Water Right

Quantity (Diversion Rate):	<u>0.03</u> cfs of the total authorized <u>2.49</u> cfs
Quantity (Volume):	<u>4.0</u> acre-feet per annum
Place of Use (Acreage):	<u>1.0</u> acres of the <u>129.8</u> authorized acres identified on Exhibit 2.

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA LRL DATE: 10/28/2024 PAGE 2 OF 19

5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s). The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer and/or defending against a protest to the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
- (a) [IF APPLICABLE] Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. _____, are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. _____.
 - (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect, and Buyer shall return the Earnest Money to Buyer.
 - (c) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 1.0 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.
 - (d) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.
 - (e) Option Agreement. If Seller is unable to obtain title to the Water Right through the exercise of Seller's option to purchase the Water Right because of a breach by

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA/LDL DATE: 10/28/2024 PAGE 3 OF 19

the other party to the Option Agreement, Seller may elect to terminate this Agreement within 180 days of the breach. In such event, Closing on this Agreement shall be stayed for said 180 days pending resolution of the dispute over the Option Agreement or termination by Seller.

7. Closing.

- (a) Closing Date. If (1) the Water Right is unstacked as provided in paragraph 6(a); and (2) no protest to the Transfer is filed with IDWR; or (3) IDWR issues a transfer approval acceptable to Buyer without the conditions of paragraph 6(c) present, then Closing on the Purchased Water Right shall occur in coordination with a 1031 Exchange on behalf of the water right holder. All remaining monies and documents will be made available and signed with Pioneer Title in a preliminary closing within 30 days of the approved Transfer, with a final closing date to be determined at that time. If a protest or other objection to the Transfer is filed with IDWR, or there is a dispute over the Option Agreement, and Buyer does not elect to terminate the Agreement as set forth in paragraph 6(d) of this Agreement, the Closing shall occur within 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, Idaho 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.

(2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as Exhibit 3 for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.

- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LPL DATE: 10/28/2024 PAGE 4 OF 19

89454

bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:

- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
- (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LPL DATE: 10/28/2024 PAGE 5 OF 19

11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
12. Broker.

(b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

(c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LRL DATE: 10/28/2024 PAGE 6 OF 19

showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)

_____/_____
Initials

Limited Dual Agency and / or Assigned Agency

Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

OR

BA / ____
Initials

Single Agency

Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

13. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC	Yellowstone Cabins at the Ranch, LLC
482 Constitution Way Ste 303	6089 N Roper Dr.
Idaho Falls, ID 83402	Mountain Green, UT 84050
Email: rog.rmea@gmail.com	Email: scransen@gmail.com
<u>Seller's Representative</u>	<u>Buyer's Representative</u>

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LR DATE: 10/28/2024 PAGE 7 OF 19

Reed Nord
 3525 Merlin Dr.
 Idaho Falls, ID 83404
 Email: rgnord@ida.net

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

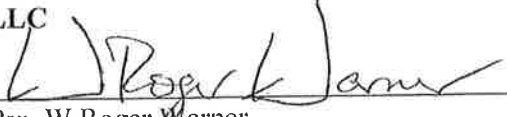
BUYER AND SELLER'S INITIALS: BA / LNL DATE: 10/28/2024 PAGE 8 OF 19

89454

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

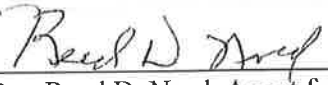
"SELLER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W Roger Warner
Its: Partner

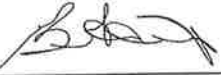
"BROKER"

KELLER WILLIAMS EAST IDAHO


By: Reed D. Nord, Agent for Broker

"BUYER"

YELLOWSTONE CABINS AT THE RANCH, LLC
By: Blakeblakeblake, LLC, a Utah limited liability company, Its Manager,


By: Blake Hansen
Its: Manager

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

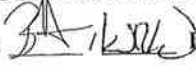
BUYER AND SELLER'S INITIALS:  DATE: 10/28/2024 PAGE 9 OF 19

Exhibit 1 The "Water Right"

Water Right Report : 35-13944(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 8/4/1979
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.08	CFS
TOTAL			1.08	CFS

Places of Use

Find a Place of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24			NW	NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	48
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acres Limit
129.80	

Conditions

Code Conditions

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-075348, 35-13946 35-13948, 35-14527, 35-14528 AND 35-14529.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA 1/22 DATE: 10/28/2024 PAGE 10 OF 19

89454

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF, COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13946 AND 35-13948.

- 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.

Dates

Licensed Date :
Decreed Date : 5/20/2002
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date :
Protest Deadline Date :

Other Information

State or Federal : 5
Water District Number : 120
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LVL DATE: 10/28/2024 PAGE 11 OF 19

Water Right Report : 35-13946(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 2/24/1953
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.94 CFS	207.60 AFA
TOTAL			0.94 CFS	207.60 CFS

Places of Use

[Edit this View](#) [Print View](#)

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24				NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	48
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acre Limit
129.80	51.90

Conditions

Code Conditions

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA 7/6/24 DATE: 10/28/2024 PAGE 12 OF 19

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13944 AND 35-13948. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 51.9 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-07534B, 35-13944, 35-13948, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF. COMBINED RIGHT NOS.: 35-13944 AND 35-13948.

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.

Dates

Licensed Date :
Decreed Date : 4/30/2002
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date :
Protest Deadline Date :

Other Information

State or Federal : S
Water District Number : 120
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2024

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA 1/2/24 DATE: 10/28/2024 PAGE 13 OF 19

Water Right Report : 35-13948(Decreed/Active)**Water Right Owners**

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FOSTER LAND AND CATTLE	PO BOX 40	RIRIE	ID	83443-0040

Water Right Status

Priority Date : 6/7/1957
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01S	34E	24	0	NE	NE	NW	BINGHAM	
GROUND WATER	01S	34E	24	0	SE	SE	SW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.47 CFS	93.20 AFA
TOTAL			0.47 CFS	93.20 CFS

Places of Use

[Printable View](#) [Page View](#)

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01S	34E	24			NE	NW	37
01S	34E	24			NW	NW	32
01S	34E	24			SE	NW	39
01S	34E	24			NE	SW	4.8
01S	34E	24			NW	SW	6.1
01S	34E	24			NW	SE	4.8
01S	34E	24			SE	SE	6.1

Irrigation Totals

Total Acres	Acre Limit
129.80	23.30

Conditions**Code Conditions**

C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LW DATE: 10/28/2024 PAGE 14 OF 19

89454

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 519.2 AF, COMBINED RIGHT NOS.: 35-13944 AND 35-13946.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 35-13677, 35-13679, 35-13681, 35-07534B, 35-13944, 35-13946, 35-14527, 35-14528 AND 35-14529.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 129.8 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 35-13944 AND 35-13946 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 23.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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.

Dates

Licensed Date :
Decreed Date : 5/20/2002
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date :
Protest Deadline Date :

Other Information

State or Federal : S
Water District Number : 120
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

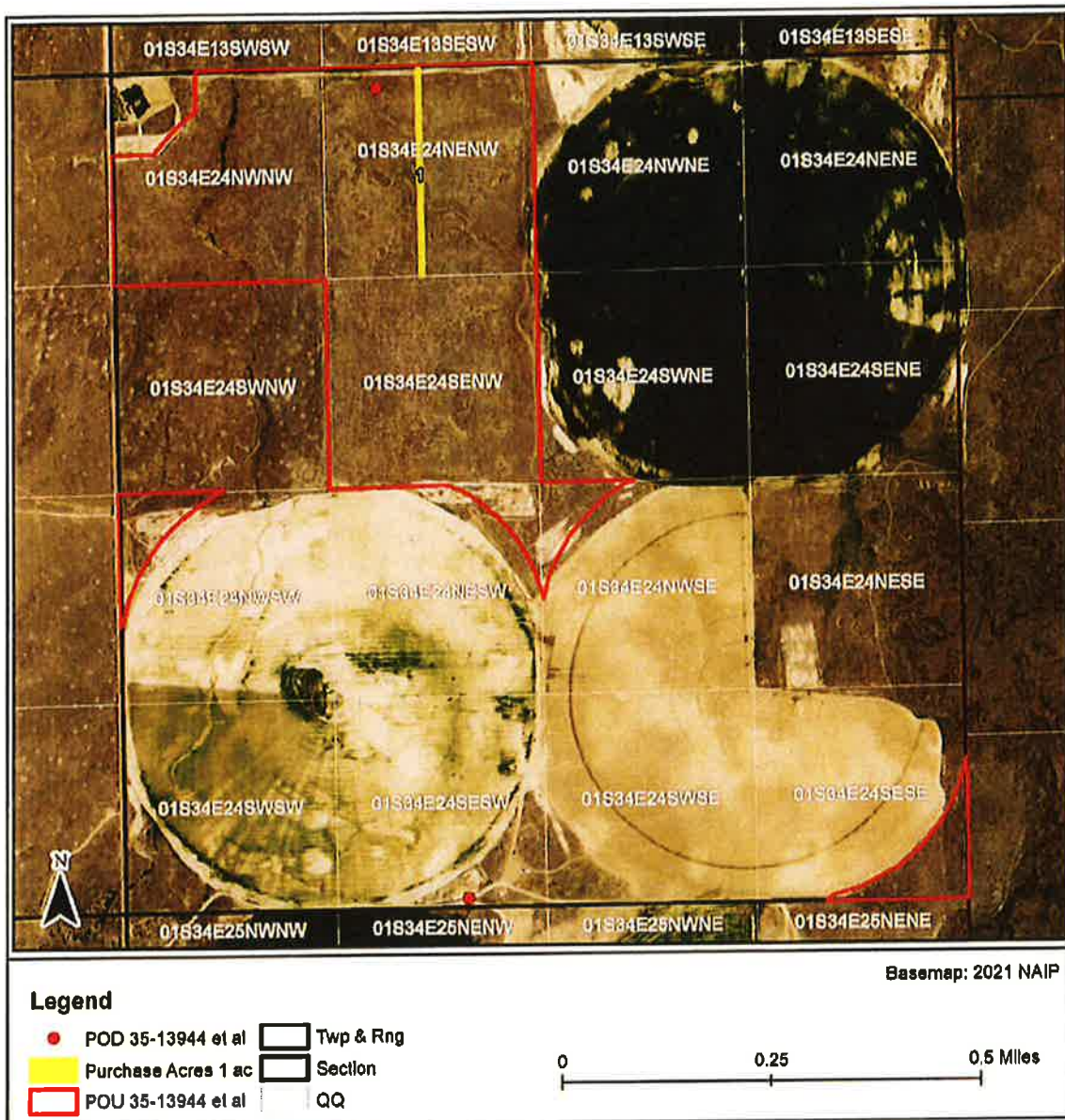
4/22/2024

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: SA / LRL DATE: 10/28/2024 PAGE 15 OF 19

89454

Exhibit 2
Map of 1.0 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LSE DATE: 10/28/2024 PAGE 16 OF 19

**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates, Inc.
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

_____ [SELLER], an Idaho general partnership, whose address is _____ [ADDRESS] (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto _____ [GRANTEE], an Idaho limited liability company, whose address is _____ [ADDRESS] (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

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

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 20____.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JA / KR DATE: 10/28/2024 PAGE 17 OF 19

"GRANTOR"

FOSTER LAND AND CATTLE

By: Bradley Foster
Its: Partner

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
20____ by _____.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LPL DATE: 10/28/2024 PAGE 18 OF 19

89454

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BA / LRS **DATE:** 10/28/2024 **PAGE 19 OF 19**

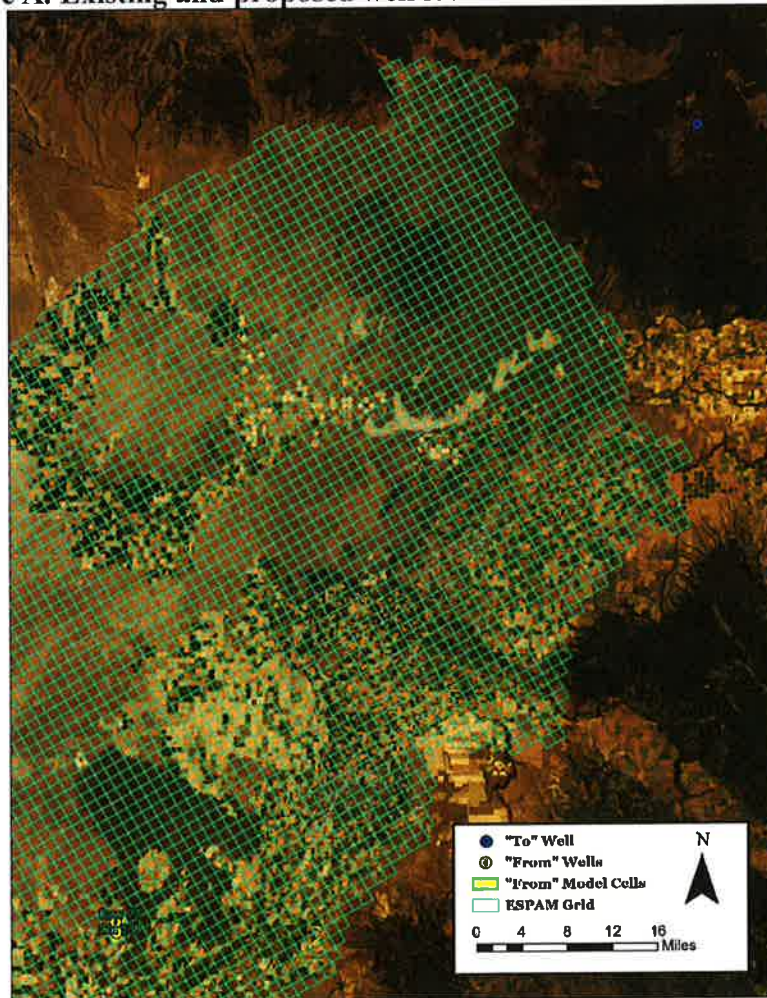
89454

Attachment #5: Hydrologic Analysis

Yellowstone Cabins at the Ranch, LLC

Applicant proposes to transfer 3 acre-feet annually (afa) from two wells located north of Blackfoot in Section 24, T01N R138E ("From" Wells; model-grid cells row 73 column 138 and row 74 column 137) to a proposed location outside of the Eastern Snake River Plain Aquifer Model version 2.2 (ESPAM2.2) grid. The location is south of Island Park in SWSE Section 17, T12N R43E ("To" Well; see Figure A below). The purpose of this report is to quantify the changes to reaches of the Snake River that would result from the proposed transfer.

Figure A. Existing and proposed well locations with ESPAM Grid cells

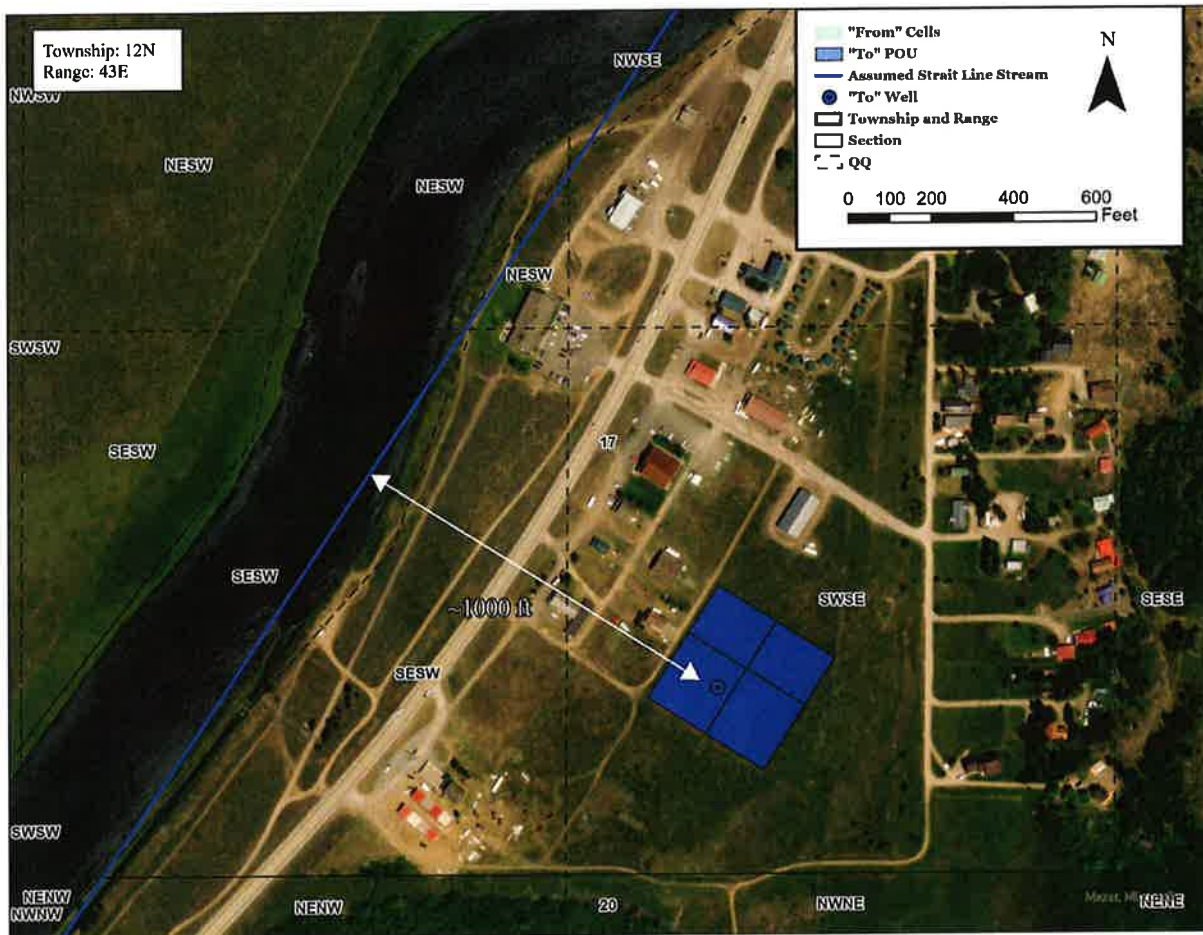


Analysis of Effects at "To" Well Location

Due to the distance of the "To" Well from the ESPAM2.2 boundary, Idaho Department of Water Resources' (IDWR's) Transfer Analysis Spreadsheet version 3.4 (Transfer Tool) could not evaluate the depletionary effects at the "To" Well. Instead, Rocky Mountain Environmental Associates (RMEA) applied conservation of mass and the Jenkins method of computing the fraction of stream (or river)

depletion by wells (Jenkins, 1968). The Jenkins method provides tools that simplify the computations first introduced by Glover and Balmer (1954). By conservation of mass, the pumping volume of 3 acre feet annually (afa) will eventually propagate to the Henry's Fork River and its tributaries, **equilibrating to 1.00 acre feet (af)/trimester on average.**

Figure B: Location of proposed well relative to assumed-strait-line rivers used in Jenkins method



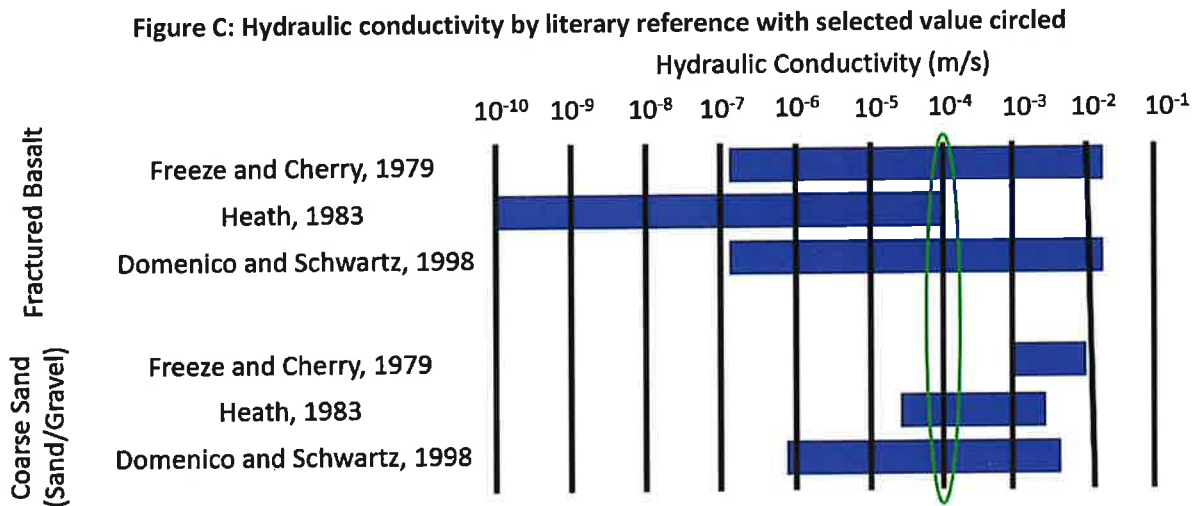
The Jenkins analysis provides estimates of the timing of accrual of effects to the Henry's Fork and its tributaries, and is compatible with the conservation of mass approach; in Jenkins, the river is the sole source of water to the aquifer and therefore all effects eventually are indicated to come from the river. A detailed description of methods are as follows:

The input data requirements of the Jenkin's method are as follows:

- *Distance of pumping from the river:* The proposed well location is approximately 1,000 feet (ft) east of the Henry's Fork.
- *Specific yield of the aquifer:* The driller's report (also known as well logs) for ten (10) surrounding wells suggest that the aquifer is composed of a heterogeneous mixture of fractured basalt and sand/gravel (Driller's Reports in Appendix; IDWR, 2023).

Sand/Gravel, which is assumed to be similar to coarse sand, typically has a specific yield between 18 and 43 percent and fractured basalt typically has a specific yield between two (2) and ten (10) percent (Woessner and Poeter, 2020). Thus, RMEA used an intermediate specific yield of 20 percent to represent the aquifer.

- *Transmissivity of the aquifer:* RMEA calculated transmissivity for this analysis by multiplying the aquifer's estimated hydraulic conductivity by its estimated saturated thickness. The result was a transmissivity of approximately 2,267 square feet per day (ft²/day). The following provides a more detailed description of the hydraulic conductivity of the aquifer and of its saturated thickness:
 - As explained above, the driller's reports from surrounding wells suggest that the aquifer is composed of a heterogeneous mixture of fractured basalt and sand/gravel. RMEA used a value for hydraulic conductivity (K) of 10⁻⁴ meters per second (m/s) or 28.3 feet per day (ft/day), which, according to reference sources (see Figure C), represents a value intermediate between the low and high values (on a logarithmic scale) for both fractured basalt and coarse sand.
 - The majority of examined driller's reports suggest a static water level of approximately 10 ft below ground surface (BGS) and have the deepest wells show a thin clay layer at approximately 90 ft bgs. Thus, RMEA used a saturated thickness (b) of 80 ft (90 ft BGS - 10 ft BGS = 80 ft BGS) to represent the aquifer.
 - $\text{Transmissivity} = Kb = (28.3 \text{ ft/day})(80 \text{ ft}) = 2,267 \text{ ft}^2/\text{day}$



The Jenkins method includes seven assumptions about aquifer and river systems when modeling stream depletion. The assumptions are:

1. Transmissivity is constant with respect to time;
2. Temperature is constant with respect to time and surface water temperature is equal to aquifer temperature;
3. The aquifer is isotropic, homogeneous, and semi-infinite in the area of interest;
4. The stream from which the aquifer is drawing water from is straight and fully penetrates the aquifer;
5. Groundwater is instantly released from aquifer storage;
6. The well completely penetrates and is open to the whole saturated thickness of the aquifer;
7. The pumping rate does not change with respect to time.

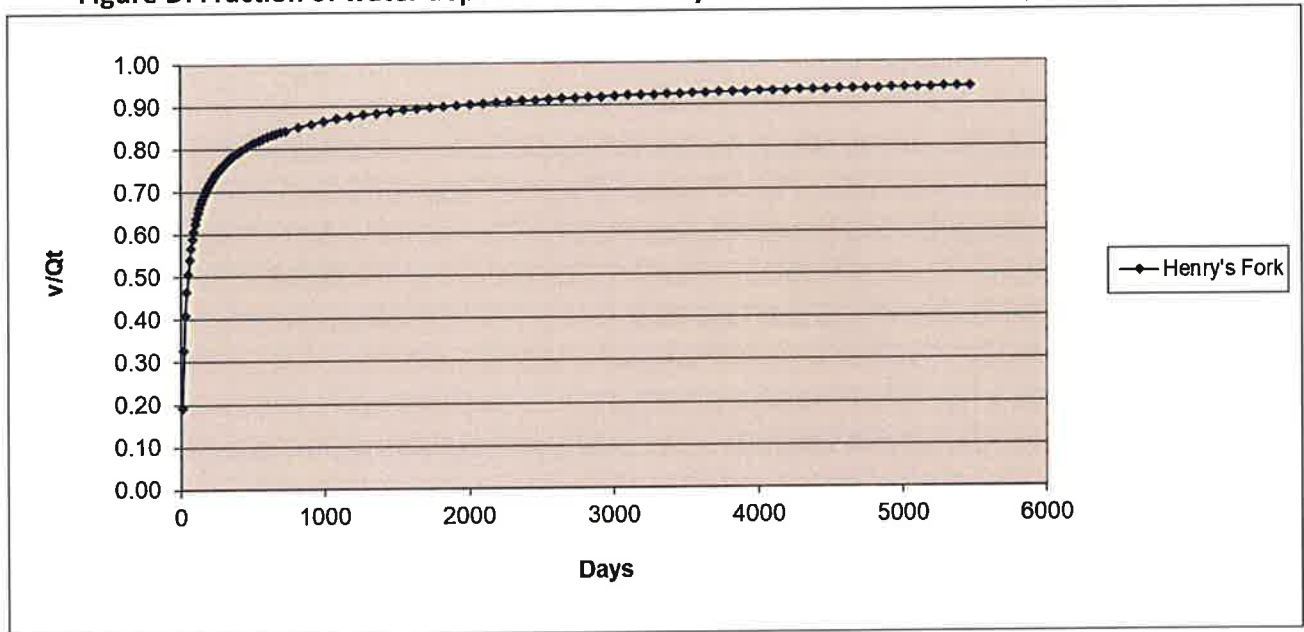
However, referring to these assumptions, Jenkins states, "The usefulness of the tools presented in this report will depend to a large extent on the degree to which the user recognizes departures from ideal conditions, and on how well he [or she] understands the effects of these departures on stream depletion." It is RMEA's opinion that this analysis reasonably meets each of these assumption with the following exceptions:

- Assumption 2: In reality, aquifer temperatures are likely to vary seasonally, and surface water temperature is likely to vary both daily and seasonally. During the irrigation season, the river water will likely be warmer than groundwater and therefore have lower viscosity. If so, the actual depletions would be slightly larger than this method would estimate.
- Assumption 4: To perform this analysis, RMEA drew an assumed-strait-line river that generally followed the course of the actual river. In places where the actual river is closer to the well than the assumed-strait-line river, the estimates produced by the analysis will be lower than actual values. In cases where the river is further from the proposed well than the assumed-strait-line river is, the estimates produced by the analysis will be higher than actual values. Because of the location of the "To" Well near

a bend in the Henry's Fork, the actual depletions will likely be somewhat smaller than this method would estimate.

Attached Figure E shows the indicated ratio " v/Q " (where v indicates the volume of withdrawal from the river and Q represents the volume of pumping from the diversion) for the analysis conducted. These values can be scaled to any volume simply by multiplying the fraction by said volume.

Figure D: Fraction of water depleted from nearby rivers after the onset of pumping



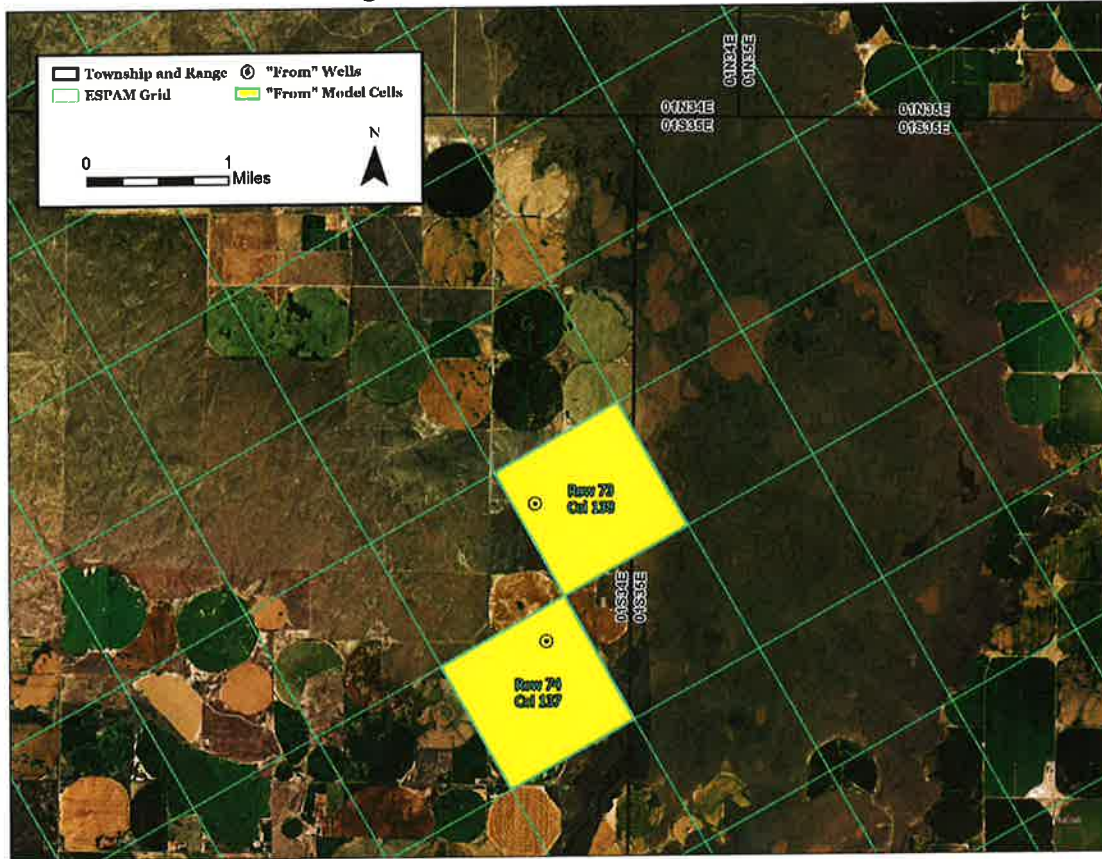
Analysis of Effects at "From" Well Location

To evaluate the beneficial effects of the cessation of pumping at the "From" Wells, shown in Figure E, IDWR's Transfer Tool was used. Excerpts of the model run are included as Figures F-H. The analysis was performed based on consumptive use values. Input values for each of the "From" Wells were determined as follows:

$$\text{Equation 1: } \frac{3 \text{ afa}}{3 \text{ trimesters}} \div 2 \text{ wells} = 0.5 \text{ af per trimester per well}$$

By retiring the proposed three (3) afa at the "from" Well, a benefit is created in the reaches of the Snake River, including a benefit in the Henry's Fork. In the Ashton to Rexburg reach, transient effects begin at less than 0.03 af/trimester in the spring of 2025 and progress gradually to **0.59 af/trimester at steady state.**

Figure E: Location of "From" Wells



Net Effects of Proposed Transfer

Using both of the analyses described above, the net effects can be calculated by subtracting the benefits accrued by the cessation of pumping from the impacts of the proposed pumping as in Equation 2 below. Since 100% of the proposed pumping will accrue to the Henry's Fork, only net effects to the Henry's Fork are calculated. All net effects to other reaches of the Snake River are *de minimis* amounts below IDWR's mitigation threshold and at steady state are beneficial to the reaches.

$$\text{Equation 2: Net Effects to the Henry's Fork} = \text{Depletory Effects of Proposed Pumping} - \text{Accruals Created by the Cessation of Pumping}$$

In Equation 2, the sign convention dictates that a positive number represents a depletion from the river and a negative number represents an accrual to the river. When applied to the steady state calculations, Equation 2 yields the following results:

$$\begin{aligned} \text{Equation 3: } 1.00 \frac{af}{tri} \text{ due to proposed pumping} - 0.59 \frac{af}{tri} \text{ due to cessation of pumping} = \\ 0.41 \frac{af}{tri} \text{ net effects to the Henry's Fork} \end{aligned}$$

Because 0.41 af/trimester is less than the IDWR-defined-de minimis threshold of two (2) af/trimester, **no mitigation is required for this transfer when modeled at steady state.**

As with the steady state calculations, transient effects were calculated using Equation 2 and its associated sign convention. The calculations and results are shown in Table 1. All trimester results are shown out to three (3) years after which only spring trimester results are shown.

Table 1: Effects to the Ashton to Rexburg reach shown in af/trimester.

Trimester	Proposed Pumping	Cessation of Pumping	Net Effects
SPR 2025	0.34	0.00	0.34
SUM 2025	0.48	0.00	0.48
WIN 2025	0.56	0.00	0.55
SPR 2026	0.60	0.00	0.60
SUM 2026	0.64	0.00	0.64
WIN 2026	0.66	0.00	0.66
SPR 2027	0.68	0.00	0.68
SUM 2027	0.69	0.00	0.69
WIN 2027	0.71	0.00	0.71
SPR 2028	0.72	0.00	0.72
SPR 2029	0.74	0.00	0.74
SPR 2030	0.76	0.01	0.76
SPR 2031	0.78	0.01	0.77
SPR 2032	0.79	0.03	0.77
SPR 2033	0.80	0.04	0.76
SPR 2034	0.81	0.06	0.76
SPR 2035	0.82	0.08	0.74
SPR 2036	0.83	0.10	0.73
SPR 2037	0.83	0.12	0.71
SPR 2038	0.84	0.14	0.70
SPR 2039	0.85	0.17	0.68
SPR 2040	0.85	0.19	0.66
SPR 2041	0.85	0.21	0.64

Because the net effects at transient state are never greater than the IDWR-defined-de minimis threshold of (2) af/trimester, **no mitigation is required for this transfer when modeled at transient state.**

Assumptions and Conclusions

In summary, this analysis used the Jenkin's method and IDWR's Transfer Tool to calculate the net effects to the Henry's Fork that will result due to the proposed transfer. **The results suggest that the transfer analysis requires no mitigation at both transient and steady states.**

Figure F. Excerpt of Data Entry Page.

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPA

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO: 0

YEAR: 1979

SEASON: SPRING

TRANSFER NAME: test

ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	41	73	74	0
COLUMN	202	138	137	0

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1979	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 1979	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 1979	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 1980	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 1980	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 1980	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 1981	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 1981	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 1981	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 1982	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 1982	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 1982	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 2022	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 2022	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 2022	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 2023	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 2023	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 2023	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 2024	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SUM 2024	0.00	0.50	0.50	0.50	0.50	0.00	0.00
WIN 2024	0.00	0.50	0.50	0.50	0.50	0.00	0.00
SPR 2025	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SUM 2025	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2025	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SPR 2026	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SUM 2026	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2026	1.00	0.00	0.50	0.00	0.50	0.00	0.00

Figure F. Excerpt of Data Entry Page (continued).

SUM 2125	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2125	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SPR 2126	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SUM 2126	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2126	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SPR 2127	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SUM 2127	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2127	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SPR 2128	1.00	0.00	0.50	0.00	0.50	0.00	0.00
SUM 2128	1.00	0.00	0.50	0.00	0.50	0.00	0.00
WIN 2128	1.00	0.00	0.50	0.00	0.50	0.00	0.00

Figure G. Net Transfer Graph

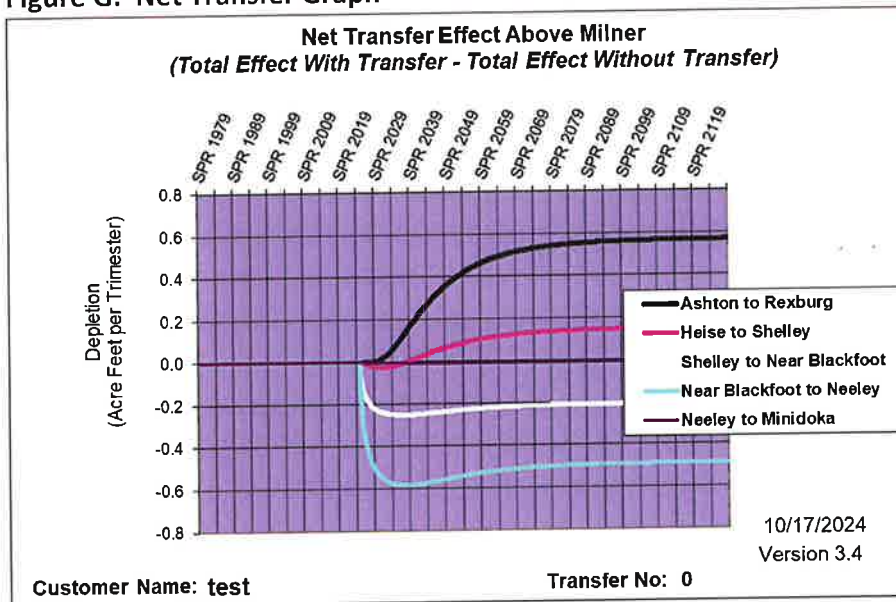


Figure H. Excerpt of Calculated Effects.

	Net Transfer Effect (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blackft	Nr Blackft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1981	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1982	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Figure H. Excerpt of Calculated Effects (continued).

SPR 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.0	0.0	-0.1	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	0.0	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	0.0	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	0.0	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	0.0	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	0.0	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.0	0.0	-0.2	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2030	0.0	0.0	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0

SPR 2124	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2124	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2124	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2125	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2125	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2125	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2126	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2126	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2126	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2127	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2127	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2127	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2128	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2128	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2128	0.6	0.1	-0.2	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Figure H. Excerpt of Calculated Effects (continued).

Enter First Time Step of Transfer: SPR 2025											
Match: 139			Match: 456								
	AtR	HtS	SoNB	NbIN	NIM	DWbB	BiTS	TS	TSIM	M	MbB
Preexisting Effects @ SS (Last Time Step)	0.03	0.05	0.27	0.62	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Steady State - Value of Dep. @ Last Time Step	0.59	0.20	0.06	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preexisting Effects @ Transient State (Max Value Time Step)	0.03	0.05	0.27	0.62	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Transient State - Max. Value of Dep. After Transfer	0.59	0.20	0.21	0.51	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Steady State Change:	0.57	0.15	-0.21	-0.49	-0.01	-0.01	-0.01	0.00	0.00	0.00	0.00
Transient State Change:	0.57	0.15	-0.06	-0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.00										
Total Effects	0.99										
Total Effects	1.00										
Total Effects	1.54										

Sources

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Heath, Ralph C. 1983. *Basic groundwater-hydrology*, U.S. Geological Survey Water-Supply Paper 2220, pp 86.

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Jenkins, C.T., 1968. *Computation of Rate and Volume of Stream Depletion by Wells*. Techniques of Water-Resource Investigations of the United States Geological Survey, Book 4 Chapter D1.

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IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 5, 2024

YELLOWSTONE CABINS AT THE RANCH, LLC
6089 N ROPER DR
MOUNTAIN GREEN, UT 84050

RE: Transfer No. 89454
Water Right No(s). 35-13944, 35-13946, 35-13948

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the BINGHAM NEWS CHRONICLE on 12/11/2024 and 12/18/2024. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
ROCKY MOUNTAIN ENVIRONMENTAL ASSOC INC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Thursday, December 5, 2024 2:50 PM
To: legalnotices@postregister.com
Subject: Legal Notice for News Chronicle
Attachments: 89454 News Chronicle.docx

LEGAL NOTICE DEPARTMENT
BINGHAM NEWS CHRONICLE
PO BOX 70
BLACKFOOT, ID 83221-0070

RE: Transfer No. 89454
Water Right No(s). 35-13944, 35-13946, 35-13948

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/30/2024. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 89454**

YELLOWSTONE CABINS AT THE RANCH, LLC, 6089 N ROPER DR, MOUNTAIN GREEN, UT 84050 has filed Application No. 89454 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-13944, 35-13946, 35-13948; to see a full description of these rights and the proposed transfer, please see

<https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: Change the point of diversion and change the place of use. The point of diversion is in SWSE, Section 17, T12N, R43E from ground water for 0.03 cfs. The place of use is in SWSE, Section 17, T12N, R43E for 1.0 acre.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 12/30/2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 12/13/2024 and 12/20/2024