

RECEIVED

OCT 03 2024

DEPT. OF WATER RESOURCES  
EASTERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. \_\_\_\_\_

MINIMUM 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](http://idwr.idaho.gov).

Name of Applicant(s) Tankgockey IDRE LLC

**Check 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](http://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: \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Tankgockey IDRE LLC Phone (307) 203-5873  
Mailing address PO Box 1768 Wilson, WY 83014 USA Email wrtnolan@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, Inc Phone 208-524-2353  
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email thane.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.**

 Theodore Nolan 10/03/2024  
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

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

2. 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 **Part1A.2**.

3. 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 is purchasing a portion of water right 22-7681 to be used for irrigation on their property. The water right will continue to be diverted from the same well. The well owner currently leases the proposed POU.

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.**

| 1.                                                                          | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input type="checkbox"/> <input checked="" type="checkbox"/> | 22-7681      | 0.05                  | Irrigation    | 4/15 to 10/31 | Groundwater        |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights 0.05 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.05 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 # |
|-------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |
|       |     |   |   |   |     |     |     |        |        |                     |

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 |             |
| 4N                               | 45E | 20  |      |    |    |    | 4.2  |    |    |    |      |    |    |    |      |    |    |    | 4.2         |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Total Acres (for irrigation use) |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    | 4.2         |

STATE OF IDAHO  
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**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:  
The POD is a well with an installed measuring devise with mainline extending across both the existing POU and the proposed POU. The POD will not change as a result of this Transfer.

- b. Who owns the property at the point(s) of diversion? Thomas Hill and Lexie Hill  
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:  
Applicant has an agreement with Tom Hill to use the POD. Tom Hill is also the individual selling the water right and leasing the land that serves as the POU to the Applicant.

- 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: NA

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:  
The land now irrigated will be retired from irrigation. The irrigation system has been reconfigured with each sale of this water right and converted to dry farm.

- 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:  
Water Right splits of 22-7681 include 22-14572 and 22-14606, which still share the POD with current Water Right 22-7681. As the POD will not change as a result of this transfer, the new split of this water right will also share the POD.

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

**Yes No**

- |                          |                                     |                                                                                               |
|--------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use,                              |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently leased to the Water Supply Bank,                                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently used in a mitigation plan limiting the use of water under the right, or             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

**If yes**, describe:

## Water Right Report : 22-7681( License/Active)

### Water Right Owners

| Owner Type    | Name           | Address       | City   | State | Postal Code |
|---------------|----------------|---------------|--------|-------|-------------|
| Current Owner | HILL, LEXIE G  | 1540 S 6000 W | DRIGGS | ID    | 83422-4839  |
| Current Owner | HILL, THOMAS E | 1540 S 6000 W | DRIGGS | ID    | 83422-4839  |

### Water Right Status

Priority Date : 8/30/1990  
 Basis : License  
 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 | 04N      | 45E   | 17      | 0         | NE  | SW | SW | TETON  |                |

### Water Uses

| Beneficial Use | From | To    | Diversion Rate | Volume     |
|----------------|------|-------|----------------|------------|
| IRRIGATION     | 4/15 | 10/31 | 1.09 CFS       | 301.00 AFA |
| <b>TOTAL</b>   |      |       | 1.09 CFS       | 301.00 AFA |

### Places of Use

#### Place of Use Legal Description : IRRIGATION (TETON county)

| Township | Range | Section | Lot | QQQ | QQ | Q | Acres |
|----------|-------|---------|-----|-----|----|---|-------|
| 04N      | 45E   | 17      |     | SW  | SW |   | 27    |
| 04N      | 45E   | 17      |     | SE  | SW |   | 6     |
| 04N      | 45E   | 19      |     | NE  | NE |   | 39    |
| 04N      | 45E   | 20      |     | NE  | NW |   | 7     |
| 04N      | 45E   | 20      |     | NW  | NW |   | 7     |

### Irrigation Totals

Total Acres    Acre Limit  
 86.00

### Conditions

#### Code    Conditions

- 050    Diversion and use of water under this right is subject to rules that may subsequently be promulgated for existing rights used for supplemental purposes.
- 048    The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
- R63    This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
- 049    The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.

### Dates

Licensed Date : 10/19/2000

### Other Information

State or Federal :

89378

Decreed Date :

Permit Proof Due Date : 2/1/1999

Permit Proof Made Date : 2/4/1999

Permit Approved Date : 1/25/1991

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date: 8/27/1990

Protest Deadline Date:

Water District Number : EXC

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

9/4/2024



**A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)**

- If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

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.

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid \$200.00 Date 10/3/24 Received by Cydh Receipt # E050403

Add'l fee paid \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

**OPERATING AGREEMENT  
OF  
Tankgockey IDRE, LLC**

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**ARTICLE I**

**Introduction**

1.1. **MEMBERSHIP.** This operating agreement may have been adopted by a single member of this limited liability company ("Company"). This operating agreement has nevertheless been prepared with an understanding that, should the Company ever have more than one member, its provisions shall remain fully applicable to set forth the rights and obligations of the members and the Company. The owners of the Company are referred to herein, whether one or more, as the "Members."

1.2. **FORMATION OF COMPANY.** The undersigned Member(s) hereby form a Limited Liability Company subject to the provisions of Wyoming law as currently in effect as of this date as the same may be modified from time to time. The Members heretofore or hereafter shall have caused the filing of Articles of Organization, and this operating agreement shall be effective as of the date Articles of Organization of the Company are submitted for filing with the Wyoming Secretary of State provided that the same shall be accepted for filing.

1.3. **TERMINATION OF THE COMPANY.** The Company shall continue until the expiration of its term of existence as may have been set forth in its Articles of Organization, if any, unless sooner terminated upon the occurrence of the following:

- (a) A determination by the Members that the Company should be terminated and dissolved; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) Any other event causing dissolution of this Limited Liability Company under applicable Wyoming law.

1.4. **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company.

1.5. **PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to carry out the Company's objectives, excluding banking and insurance.

1.6. **THE MEMBERS.** The name and address of each Member are listed below at Certification of Members. The Members are the owners of the Company.

1.7. **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

## **ARTICLE II**

### **Capital**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the Company shall keep record of the amount each contributed.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as expressly provided otherwise herein, no Member shall be obligated to make any additional contribution to the Company's capital. Loans or services by any Member to the Company shall not be considered contributions to the capital of the Company unless otherwise agreed by all Members and the Company shall be obligated to pay no interest upon any such loans nor compensation for any such services except as the Members otherwise agree.

2.3 **CAPITAL ACCOUNTS.** The Company shall maintain a Capital Account for each Member which shall consist of the amount of: (a) cash contributed, plus (b) the fair market value of any property such Member has contributed, net of any liabilities assumed by the Company, plus (c) the amount of profits, income or gain allocated to such Member, (d) less the amount of losses and deductions allocated to such Member, less (e) the amount of all cash distributed to such Member, less (f) the fair market value of any property distributed to such Member, net of any liability assumed by such Member or to which such property is subject, less (g) such Member's share of other expenses not otherwise deductible by the Company for federal income tax purposes or which are not allowable as additions to the basis of the Company property, and (h) shall otherwise be subject to such other adjustments as may be required under the applicable Treasury Regulations. Such Capital Accounts shall determine each Member's relative capital interest in the Company.

## **ARTICLE III**

### **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, in accordance with applicable Treasury Regulations.

**3.2 DISTRIBUTIONS.** Unless the Members unanimously agree otherwise, the Company shall cause to be distributed no later than April 15 of each year an amount equal to the maximum tax liability to which each of the Members may reasonably be expected to be subject on account of the profits and capital gains of the Company, assuming the application of the highest federal and state income tax bracket of the Member living in the highest income tax-imposing state. The Members shall otherwise distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive Capital Account balances pursuant to applicable Treasury Regulations. To the extent a Member shall have a negative Capital Account balance, there shall be a qualified income offset, as set forth in the applicable Treasury Regulations.

## ARTICLE IV

### Management

**4.1 MEMBER OR MANAGER FORM OF MANAGEMENT.** The authority to manage the business of the Company is vested in the Members until such time as the Members may unanimously elect one or more Managers. Upon election of one or more Managers, the responsibilities and authority of the Members with respect to management of the Company shall become the responsibilities and authority of the Manager(s). The Members may appoint one Designated Member who shall have such authority as is otherwise provided herein.

**4.2 MEMBER AUTHORITY AND LIABILITY.** The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company. Any legally binding agreement must be signed by the requisite number of the Members or shall be based upon the written approval of the requisite number of the other Members for one specific Member to sign the binding agreement. The requisite number of Members required to act on behalf of the Company shall be determined as follows:

- (a) Any decision that involves a sale of the business, a loan, an acquisition of another company, a merger of the Company with any other entity, or the amendment of this Agreement must have the unanimous consent of all Members.
- (b) A Member can be expelled only upon a unanimous vote of all other Members.
- (c) All day-to-day decisions and management of the Company will predominantly be made by the Designated Member, if any, but may be made by any Member(s) in compliance with their duties as Members to the extent the Members by resolution shall delegate specific duties to specific Members.
- (d) If a Member disagrees with the Designated Member's decision or proposed decision, a Member may call a vote to decide the course of action. A simple majority vote must be completed to take an action on behalf of the Company in accordance with this Agreement. The vote must be in writing and

the percentage of votes shall be based upon the Members' interests in the capital of the Company and shall not be per capita.

**4.3 POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (x) all checks, drafts and other orders for the payment of the Company's funds; (y) all promissory notes, loans, security agreements and other similar documents; and, (z) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

**4.4 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

**4.5 COMPANY INFORMATION.** Upon request, the Designated Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Designated Members possession regarding the Company or its activities. The exercise of the rights contained in this section shall be at the requesting Member's expense.

**4.6 EXCULPATION.** Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith and which is not opposed to the best interests of the Company, shall not subject the Members to any liability to the Members or the Company.

**4.7 INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best

interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the

Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

**4.8 RECORDS.** The Members shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

## ARTICLE V

### Compensation

**5.1 MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all Members may unanimously agree.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company if unanimously agreed upon by all Members.

## ARTICLE VI

### Records

**6.1 BOOKS.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The Company's accounting period shall be the calendar year.

**6.2 REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## ARTICLE VII

### Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, the transferee shall be an assignee and shall not have the rights of a Member unless all other Members unanimously consent. An assignee does not have any rights of the Member nor have the ability to be involved in management of the Company or the right to dissolve the Company except to the extent such rights are granted by the transferring Member and as unanimously agreed by the other Members. The new assignee is only granted rights to the share of profits and entitlements to the distributions of the Member's interest.

7.2 **PERMITTED TRANSFERS.** Notwithstanding the provisions set forth above, no consent shall be required for the transfer by a Member to a revocable trust provided that the transferor shall be the trustee thereof. The change of trusteeship of any such trust shall cause the successor trustee to become an assignee and not a Member.

## ARTICLE VIII

### Dissolution

8.1 **DISSOLUTION.** The Members may dissolve the Company at any time. Upon dissolution the Company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. Distributions to the Members shall first be with respect to their share of the profits and other compensation by way of income, and then shall be in respect of their contributions to capital. The dissolution may only be approved by the Members, not by assignees of the Members' interests.

### CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge, and certify to adopt this Operating Agreement.

The Nolan Family Trust, dated September 15, 2022



By: WR Theodore Nolan, Trustee      August 8, 2023



By: Pamela Jean Nolan, Trustee      August 8, 2023

November 27, 2023

To: Idaho Department of Water Resources  
From: Thomas E. Hill and Lexie G. Hill  
Subject: Applications for Water Right #22-7681

Thomas E. Hill and Lexie G. Hill ("Hills") are the owner of Water Right No(s). 22-7681 The Hills and Rocky Mountain Water Exchange, LLC ("RMWE") have entered into an agreement wherein RMWE is authorized to contract with third parties to sell the above-described water right(s), or portions thereof, and file transfer applications associated with said water right(s) through December 31, 2024.

The Hills hereby consent to any transfer or transfers filed by RMWE for the above-described water right(s), with the intent that this single consent may be submitted as proof of authorization for any transfer(s) of the above-described water right(s). This consent shall be valid and may be submitted for any transfer of the above-described water right(s) up until December 31, 2024.

The parties acknowledge and understand that for each transfer that is approved, the above-described water right(s) will be amended, with the understanding that title to the water right(s) can only be transferred upon execution and recording of a deed for the water right(s).

I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct. Idaho Code § 9-1406; Idaho Rule of Civil Procedure 2.7.



Printed Name: Thomas E. Hill

Date: 11-27-23



Printed Name: Lexie G. Hill

Date: 11-27-23

## 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 10th day of September, 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 **D'Wayne Coburn** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **Tankgokey IDRE, LLC**, a Wyoming limited liability company, whose address is 680 S Cache Street, Suite 100-12200, Jackson, Wyoming 83001 (hereinafter "Buyer");

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

### RECITALS:

- A. Seller currently has the legal right and option to sell Water Right No. 22-7681 (the "Water Right"), which was licensed on October 19, 2000 for irrigation purposes with a priority date of August 30, 1990. 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. Seller desires to sell, and Buyer desires to buy 4.2 acres of the Water Right. Buyer has agreed to purchase 4.2 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:

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 portion of the Water Right:

|                            |                                           |
|----------------------------|-------------------------------------------|
| Purpose:                   | Irrigation                                |
| Priority:                  | August 30, 1990                           |
| Quantity (Diversion Rate): | 0.05 cfs of the total authorized 1.12 cfs |

### AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: TN / LR DATE: 09/10/2024 PAGE 1 OF 14

Quantity (Volume): 14.7 acre-feet per annum  
 Place of Use (Acreage): 4.2 acres of the 88 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.
3. Purchase Price. [REDACTED] (the "Purchase Price") [REDACTED] as described in Paragraph 12(a).
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to *Holden, Kidwell, Hahn, and Crapo, P.L.L.C.* earnest money in the amount of [REDACTED] (the "Earnest Money"). Checks can be made out to "HKHC Trust Account" or information can be provided for a wire transfer. The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
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) at the buyers designated place of use. 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. 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) Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. 22-86B, 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. 22-86B.
  - (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

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

BUYER AND SELLER'S INITIALS: IN 1/1/20 DATE: 09/10/2024 PAGE 2 OF 14

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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 4.2 acres worth of water right 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 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 within 30 days after the date all the above items are satisfied. 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 Holden, Kidwell, Hahn, and Crapo, P.L.L.C., 1000 Riverwalk Drive, Suite 200, Idaho Falls, ID 83405, or at another location mutually agreed by the Parties.
- (c) Documents to be delivered at Closing.
  - (1) At Closing, Buyer shall deliver the Purchase Price plus Buyer's Premium less the Earnest Money [REDACTED]
  - (2) At Closing, Seller shall deliver to Buyer the Special Warranty

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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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 fees and costs of processing the closing including recording the deed after closing and preparation and fee for Change of Ownership application 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 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.

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

BUYER AND SELLER'S INITIALS: TN / LPL DATE: 09/10/2024 PAGE 4 OF 14

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- (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.
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.
- (a) The Broker represents Buyer under this Agreement and Buyer shall pay a Buyer's Premium of [REDACTED] of the sale price at closing.
- (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

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BUYER AND SELLER'S INITIALS: TN / LRL DATE: 09/10/2024 PAGE 5 OF 14

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 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  
Initial  
TN  
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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: TN 1/2/24 DATE: 09/10/2024 PAGE 6 OF 14

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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><br>Rocky Mountain Water Exchange, LLC<br>482 Constitution Way Suite 303<br>Idaho Falls, ID 83402<br>Email: rog.rmea@gmail.com | <u>Buyer</u><br>Tankgokey IDRE LLC<br>Attn: Ted Nolan<br>680 S Cache Street, Suite 100-12200<br>Jackson, Wyoming 83001<br>Email: wrtnolan@gmail.com |
| <u>Seller's Representative</u><br>Reed Nord<br>3525 Merlin Dr.<br>Idaho Falls, ID 83404<br>Email: rgnord@ida.net                            | <u>Buyer's Representative</u><br>None                                                                                                               |

- (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.

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

BUYER AND SELLER'S INITIALS: TN / JN DATE: 09/10/2024 PAGE 7 OF 14

- (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.

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**



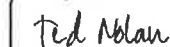
D'Wayne Coburn

By: Reed D. Nord, Agent for Broker

**"BUYER"**

**TANKGOCKEY IDRE, LLC**

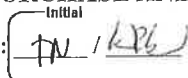
Signed by:



By: Ted Nolan

Its: Manager

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

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## Exhibit 1

## The "Water Right"

## IDAHO DEPARTMENT OF WATER RESOURCES

## WATER RIGHT REPORT

6/5/2024

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 22-7681

| Owner Type    | Name and Address                                                      |
|---------------|-----------------------------------------------------------------------|
| Current Owner | LEXIE G HILL                                                          |
| Current Owner | THOMAS E HILL<br>1540 S 6000 W<br>DRIGGS, ID 83422-4839<br>2083907170 |

Priority Date: 08/30/1990

Basis: License

Status: Active

| Source       | Tributary |
|--------------|-----------|
| GROUND WATER |           |

| Beneficial Use  | From | To    | Diversion Rate | Volume  |
|-----------------|------|-------|----------------|---------|
| IRRIGATION      | 4/15 | 10/31 | 1.12 CFS       | 308 AFA |
| Total Diversion |      |       | 1.12 CFS       | 308 AFA |

Location of Point(s) of Diversion:

GROUND WATER | NESWSW | Sec. 17 | Township 04N | Range 45E | TETON County

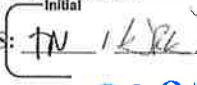
Licensed Diversion Capacity: 2.22

Place(s) of use:

Place of Use Legal Description: IRRIGATION TETON County

| Township | Range | Section | Lot | Tract   | Acres | Lot | Tract  | Acres | Lot | Tract | Acres | Lot | Tract | Acres |
|----------|-------|---------|-----|---------|-------|-----|--------|-------|-----|-------|-------|-----|-------|-------|
| 04N      | 45E   | 17      |     | SWSW 29 |       |     | SESW 6 |       |     |       |       |     |       |       |
|          |       | 19      |     | NENE 39 |       |     |        |       |     |       |       |     |       |       |
|          |       | 20      |     | NENW 7  |       |     | NWNW 7 |       |     |       |       |     |       |       |

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:  DATE: 09/10/2024 PAGE 9 OF 14

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Total Acres: 88

Conditions of Approval:

1. 050 Diversion and use of water under this right is subject to rules that may subsequently be promulgated for existing rights used for supplemental purposes.
2. 049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
3. 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
4. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Dates:

Licensed Date: 10/19/2000

Decreed Date:

Permit Proof Due Date: 2/1/1999

Permit Proof Made Date: 2/4/1999

Permit Approved Date: 1/25/1991

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 08/27/1990

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: EXC

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

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

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Exhibit 2

Map of 4.2 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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**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**

**THOMAS E. HILL and LEXIE G. HILL**, husband and wife, whose address is 1540 S 6000 W, Driggs, ID 83422 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **TANKGOCKEY IDRE, LLC**, a Wyoming limited liability company, whose address is 680 S Cache Street, Suite 100-12200, Jackson, Wyoming 83001 (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 10 day of September, 2024.

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

BUYER AND SELLER'S INITIALS

TH LE DATE: 09/10/2024 PAGE 12 OF 14

89378

**"GRANTOR"**

\_\_\_\_\_  
Thomas E. Hill

\_\_\_\_\_  
Lexie G. Hill

STATE OF IDAHO            )  
                                      )ss.  
County of \_\_\_\_\_)

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      )ss.  
County of \_\_\_\_\_)

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2024, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

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

BUYER AND SELLER'S INITIALS: TH / LH DATE: 09/10/2024 PAGE 13 OF 14

**89378**

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

**AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT**  
BUYER AND SELLER'S INITIALS: <sup>Initial</sup> TN / LR DATE: 09/10/2024 PAGE 14 OF 14



0 500 1,000 Feet

2021 NAIP

|                                                                                                            |                                                                       |  |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--|
| <p>  POD<br/>  Proposed POU<br/>  Water Right 22-7681<br/>  QQ<br/>  Section                 </p> <p> </p> | <p><b>Water Right Transfer</b></p> <p><b>Tankgockey IDRE, LLC</b></p> |  |
|                                                                                                            | <p>Project #: 24-0105</p>                                             |  |
|                                                                                                            | <p>Drawn by: TK</p>                                                   |  |
|                                                                                                            | <p>Date: 9/23/2024</p>                                                |  |



0 500 1,000 Feet

2021 NAIP

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| <div><div><div><div></div></div><div>POD</div></div><div><div><div></div></div><div>WR 22-7681</div></div><div><div><div></div></div><div>Purchased Acres (4.2)</div></div><div><div><div></div></div><div>QQ</div></div><div><div><div></div></div><div>Section</div></div></div> <div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>W</div><div>N</div><div>E</div><div>S</div></div></div></div> | <div><div><div>Water Right Transfer</div><div>Tankgockey IDRE, LLC</div></div><div><div><div><div>Project #: 24-0105</div><div>Drawn by: TK</div><div>Date: 9/23/2024</div></div><div><div><div><div></div><div></div></div><div><div>Rocky Mountain</div><div>ENVIRONMENTAL</div><div>ASSOCIATES, INC.</div></div></div></div></div></div></div> |
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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](mailto:easterninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

**Governor Brad Little**

**Director Mathew Weaver**

October 16, 2024

TANKGOCKEY IDRE LLC  
PO BOX 1768  
WILSON, WY 83014

RE: Transfer No. 89378  
Water Right No(s). 22-14618

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 TETON VALLEY NEWS on 10/23/2024 and 10/30/2024. 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 ASSOCIATES INC  
482 CONSTITUTION WAY STE 303  
IDAHO FALLS, ID 83402-3552

## Henman, Christina

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**From:** Henman, Christina  
**Sent:** Wednesday, October 16, 2024 12:31 PM  
**To:** 'legalnotices@postregister.com'  
**Subject:** Legal Notice for News Chronicle  
**Attachments:** 89385 Bingham News Chronicle.docx

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

RE: Transfer No. 89385  
Water Right No(s). 27-4H

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 11/12/2024. 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. 89378**

**TANKGOCKEY IDRE LLC**, PO BOX 1768, WILSON, WY 83014 has filed Application No. 89378 for changes to the following water rights within TETON County(s): Right No(s). 22-14618; 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 place of use. Proposed place of use is in NENW Sec 20 T04N R45E for 4.2 acres. Right 22-14618 is a proposed split of 0.05 cfs from ground water right 22-7681.

**TRANSFER NO. 89379**

**TETON FLATS LLC**, 155 W 2ND S, REXBURG, ID 83440 has filed Application No. 89379 for changes to the following water rights within TETON County(s): Right No(s). 22-14619; 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 nature of use, place of use, period of use and point of diversion, and add points of diversion. Proposed use is Municipal within the service area of the City of Driggs from 1/1 to 12/31. Proposed points of diversion are in NESW Sec 23, SWNW Sec 25, NENW and NESE Sec 26, and NWNE Sec 35, T05N R45E; and NWSE Sec 19 and NESW Sec 20, T05N R46E for 0.11 cfs from Ground Water. Right 22-14619 is a proposed split from right 22-7681.

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 11/12/2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 10/23/2024 and 10/30/2024