

RECEIVED

OCT 31 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) Rocky Mountain Water Exchange, 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 <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #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: Authorization to use City of Rexburg municipal system to deliver water right

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Rocky Mountain Water Exchange, LLC Phone (208) 524-2353  
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email rog.rmea@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.

[Signature]  
Signature of Applicant or Authorized Representative

W. Roger Warner, Managing member  
Print Name and Title if applicable

10/31/24  
Date

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title if applicable

\_\_\_\_\_  
Date

### A. PURPOSE OF TRANSFER

- ☒ Change point of diversion  
☒ Change nature of use
 ☐ Add diversion point(s)  
☒ Change period of use
 ☒ Change place 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 convert the described portion of water rights 22-13797 and 22-13958 for municipal purposes to be delivered through the City of Rexburg's municipal 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.**

| 1.                                                                       | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|--------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| <input type="checkbox"/> All or <input checked="" type="checkbox"/> Part | 22-13958     | 0.52 cfs              | Municipal     | 1/1 to 12/31  | Ground water       |
| <input type="checkbox"/> <input checked="" type="checkbox"/>             | 22-13797     | 0.24 cfs              | Municipal     | 1/1 to 12/31  | Ground water       |
| <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 0.76 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.76 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 # |
|---------------------------------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|                                 |     |   |   |   |     |     |     |        |        |                     |
| See supplemental list attached. |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |

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 |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Municipal Service Area of the City of Rexburg |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Total Acres (for irrigation use)              |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |

## Ident. No. \_\_\_\_\_

Attachment to: ☐ Application for Permit to Appropriate Water ☒ Application for Transfer\*\* ☐ Adjudication Claim  
☐ Application for Amendment of Permit ☐ Beneficial Use Field Report ☐ Statutory Claim

| New<br>POD?                  | Twp | Rge | Sec | Govt<br>Lot | ¼ | ¼  | ¼  | County  | Source       | Local name or<br>well/diversion tag # |
|------------------------------|-----|-----|-----|-------------|---|----|----|---------|--------------|---------------------------------------|
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | NORTH WELL                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | WELL 8                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 20  |             |   | SW | SW | MADISON | GROUND WATER | SMITH PARK                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 1                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 6                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | SE | NW | MADISON | GROUND WATER | PORTER PARK                           |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | NE | SE | MADISON | GROUND WATER | BYUI                                  |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 5                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 7                                |
| <input type="checkbox"/> Yes | 6N  | 39E | 26  |             |   | SE | SE | MADISON | GROUND WATER | WELL 9                                |

6N 39E 26

SE SE MADISON

## GROUND WATER

WELL 10

- [illegible]

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:

The City has 10 active municipal wells and 1 well that is under construction that connects to a series of mainlines for delivery. Each of the City's wells have existing measuring devices and lockable controlling works.

- b. Who owns the property at the point(s) of diversion? The City of Rexburg and BYUI.

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

See the attached authorization letter from the City. The City also leases the BYUI well, which is located on property owned by BYUI. This well is included as a POD in the application since the City has a current lease.

- 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, or authorized to be irrigated will be dried up and will no longer receive irrigation water from this water right.

- 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:

Proposed POU/POD: City of Rexburg municipal water rights share the same delivery system.

Existing POU/POD: Right 22-13746 is an enlargement right that pertains to a different POU. This has not been delivered for many years.

- 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:

NA

Close

## Water Right Report : 22-13797( Decreed/Active)

### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 3/4/1974  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 11/01 | 0.63 CFS       | 269.20 AFA |
| <b>TOTAL</b>   |       |       | 0.63 CFS       | 269.20 AFA |

### Places of Use

[Printable View](#)
[Paged View](#)

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

| Total Acres | Acre Limit |
|-------------|------------|
| 130.30      |            |

### Conditions

#### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

#### Dates

Licensed Date :  
 Decreed Date : 4/6/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

8/6/2024

Close

## Water Right Report : 22-13958( Decreed/Active)

### Water Right Owners

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 1/25/1965  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 10/31 | 1.36 CFS       | 456.00 AFA |
| <b>TOTAL</b>   |       |       | 1.36 CFS       | 456.00 AFA |

### Places of Use

Printable View

Paged View

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

| Total Acres | Acre Limit |
|-------------|------------|
| 130.30      |            |

### Conditions

#### Code Conditiions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.36 cfs, and a total annual maximum diversion volume of 577.3 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

### Dates

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit :  
 Combined Volume Limit: 619.70  
 Combined Rate Limit: 1.46  
 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

8/6/2024







**ROCKY MOUNTAIN WATER EXCHANGE, LLC  
NET WATER RIGHT LISTING CONTRACT  
WITH EXCLUSIVE RIGHT TO SELL**

THIS NET WATER RIGHT LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL (this "Agreement") is made and entered to be effective as of the 11 day of November 2022 (the "Effective Date"), by and between the following parties:

1. **B & B Farms, c/o Bradley G. Jensen**, whose address is 2509 S 5500 W, Rexburg, ID 83440 (hereinafter "Seller"); and
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Exchange"); and
3. **Keller Williams Realty East Idaho**, an Idaho limited liability partnership acting on behalf of Exchange, 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 the "Broker").

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

**RECITALS:**

- A. Seller owns Water Right Nos. 22-13958 and 22-13797, (collectively the "Water Right") which were decreed on April 30, 2010 and April 6, 2010, respectively in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority dates of January 25, 1965 and March 4, 1974. The current description of the Water Right is 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 the [ ☒ ] entire above-identified water right or [ ☐ ] a \_\_\_\_\_-acre portion of the water right. If a portion is designated for sale, such portion is described on **Exhibit 2** attached hereto and the specific acres of the water right portion Seller desires to sell are depicted on the map attached as **Exhibit 3**. Whether the entire above-described water right or a portion thereof is designated for sale, either is referred to hereinafter in this Agreement simply as the "Water Right".<sup>1</sup>

<sup>1</sup> If a portion of the water right identified in Recital A is designated for sale under this Agreement, Seller reserves and retains unto Seller all remaining portions of said water right and any other water rights and/or water entitlements (i.e., shares in a canal company or irrigation district acres) that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests are included in this Agreement.

- C. Seller [ ] HAS NOT historically used any other water entitlements or other supply (such as water from a canal company or irrigation district) to irrigate the place of use or any portion thereof of the place of use described on the Water Right or [ ] HAS historically used another water supply to irrigate the place of use or any portion thereof of the place of use described on the Water Right, with such other water supply described as follows:
- 
- D. A legally necessary step associated with the sale of Idaho water rights to others for use on their property or properties is to change one or more certain elements of such water rights<sup>2</sup> pursuant to Idaho Code § 42-222 and its associated IDWR memoranda and other binding authority. The administrative process to amend water rights in Idaho is called a "transfer."
- E. Water right transfers are complicated because they are subject to consistently changing policies and procedures of the Department.<sup>3</sup> Water right transfers are also uncertain because transfer applications are advertised to allow for protests against the application. A protest triggers a contested case proceeding before a hearing officer of the Department.
- F. Transfers of the point(s) of diversion of ground water rights within or close to the Eastern Snake Plain Aquifer (the "ESPA") also require "an attachment with the application that sets forth the time series of calculated depletions (transient to steady-state) to reaches of the Snake River that are hydraulically-connected to the ESPA using or based on the department's current ground water model for the ESPA, or other equivalent analysis acceptable to the department." *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, at 12 (hereinafter the "Transfer Memo"). The Excel<sup>®</sup> spreadsheet-based interface that runs IDWR's most recent iteration of its ground water model (ETRAN) is called the "Transfer Tool."<sup>4</sup>
- G. Because of the complexity associated with water right transfers, Exchange is engaged in the business of matching sellers of water rights with interested buyers of water rights where the water rights are capable of being transferred to a buyer's place of use or for a buyer's desired purposes. Under the provisions of this Agreement, Seller desires to designate a minimum purchase price it desires to receive for the Water Right, and to authorize Exchange to market the Water Right and perform other necessary work for potential buyers to enter into a contract to purchase the Water Right.

---

<sup>2</sup> These elements are point of diversion, place of use, period of use, and nature of use.

<sup>3</sup> IDWR describes these policies and procedures in various written memoranda which are subject to amendment and updating. See, e.g., *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, available at <http://www.idwr.idaho.gov/files/water-rights/transfer-process-24-transfer-processing-policies-and-procedures.pdf> (last visited October 11, 2018).

<sup>4</sup> In the event a model run using the Transfer Tool results in increased impacts to any reach of the Snake River less than 10% of the evaluated water right's historical impact to any one of the Snake River reaches (during either the transient or steady-state time periods), or if the impacts are more than 10% of historical impact but less than or equal to two acre-feet per trimester in magnitude (again during either the transient or steady-state time periods), the transfer will continue to be processed by the Department. Conversely, if either one of these parameters is not satisfied through use of the Transfer Tool, IDWR will not process the transfer application unless full mitigation of these impacts (generally through drying up acres and giving up water rights or water right portions) is proposed in the transfer application.

H. Accordingly, the Parties hereby agree as follows.

### AGREEMENTS:

#### 1. EXCLUSIVE RIGHT TO SELL.

Seller hereby authorizes Exchange to sell the Water Right upon the terms and conditions set forth in this Agreement and grants Exchange the exclusive right to sell the Water Right during the term identified in paragraph 2 herein. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the Term.

#### 2. TERM OF AGREEMENT.

The term of this Agreement shall commence on 11-11-22 and shall expire at 11:59 p.m. on 11-15-24 (the "Term") unless renewed or extended by the Parties in writing. Provided, however, that the Term shall automatically extend if the Water Right, or a portion thereof, is subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof. This automatic extension does not apply to any portion of the Water Right that is not subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof.

#### 3. DESIGNATION OF PURCHASE PRICE.



In the event any of the transfers of the Water Right are protested by a third party, and there is a proposal or discussion of a proposal where, in exchange for a stipulation to allow some portion of the Water Right to be approved for transfer, there is a proposal to (1) sell a portion of the Water Right at a reduced price to the protestant; (2) designate some of the Water Right portion described in the transfer as mitigation acres that will be dried up; or (3) any other scenario that affects the number of acres that will be approved under the protested transfer, Seller and Exchange agree to negotiate, in good faith, an amendment to this Agreement to

address such proposals to resolve the protested transfer(s), including a possible reduction in the Purchase Price per acre or other allocation of expenses associated with the transfer protest resolution.

#### 4. SELLER 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 has good marketable title to the Water Right in fee simple or discloses that the Water Right is subject to the following liens, encumbrances, or other title defects: (list each lien holder's name, address and account number, if known: *(write NONE if there are no liens or encumbrances and initial on right side of contract: None*)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (b) Removal of Liens and Encumbrances. Seller (at its expense) shall remove all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing. Additionally, Seller authorizes Exchange to request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action because of any undisclosed liens, encumbrances, or title defects.
- (c) Conveyance. At Closing, Seller shall then convey the 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**. Accordingly, Seller agrees to obtain a partial release of mortgage from any lien holder(s) prior to Closing.
- (d) 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.
- (e) Not Forfeited. No portion of the Water Right has been forfeited through five years of nonuse or abandoned in whole or in part, unless the Water Right has been protected through an acceptable method under Idaho law and/ IDWR standards.
- (f) Entity Representation. If Seller is a corporation, limited liability company, partnership, or other form of entity other than an individual, the undersigned represents and warrants that it is an agent of Seller and is authorized and empowered by the Seller to execute this Agreement on behalf of the Seller.

- (g) 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.

## 5. EXCHANGE REPRESENTATIONS AND WARRANTIES.

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform buyer's obligations hereunder. The undersigned represents and warrants that it is an agent of Exchange and is authorized and empowered by Exchange to execute this Agreement on behalf of Exchange.
- (b) Exchange's Due Diligence. Exchange and Exchange's consultants have had a full opportunity to review all documents, records and other information made available to Exchange by Seller and/or otherwise reasonably available to Exchange 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 Exchange and/or a potential buyer, and the suitability or fitness of the Water Right for Exchange's intended purposes
- (c) Escrow Account. Exchange is authorized to accept, give receipt for, and hold all funds paid or deposited. Deposits will be held in an escrow account of Pioneer Title Company. In the event of any escrow deposit dispute, and Exchange is in doubt as to the disbursement of escrow funds, Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of Exchange's compensation to Exchange.

## 6. WARRANTIES TO SURVE 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.

## 7. CLOSING.

- (a) Multiple Closings. Seller understands and acknowledges that Exchange may contract to sell portions of the Water Right to buyers, and as a result, there may be multiple closings under this Agreement. The provisions set forth below apply to all closings associated with the Water Right or portions thereof.
- (b) Closing Date. Once IDWR issues a transfer approval associated with the Water Right or any portion thereof (that Exchange has under contract to purchase the Water Right or any portion thereof) that is acceptable to a buyer, then closing on the Water Right with Seller (the "Closing") shall occur within 28 days after the date

of the transfer approval at a date and time agreed to by the parties, but if no date and time can be agreed upon, then Closing shall occur at 10:00 a.m. 28 days after the transfer approval. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.

- (c) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
  - (1) At Closing, Exchange shall deliver the Purchase Price.
  - (2) At Closing, Seller shall deliver to Exchange, or, if a simultaneous closing is preferred by Exchange, to the buyer of the Water Right or any portion thereof, the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 4** for the Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of preparing and recording the Deed shall be paid by Buyer. All other closing fees shall be paid by Exchange and/or a buyer of the Water Right or portion thereof. All other expenses not specifically referenced in this Agreement but related to the transfer or transfers 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.

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.

## 9. INQUIRIES.

Seller agrees to refer to Exchange all inquiries from brokers or others interested in the Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

## 10. MARKETING EFFORTS.

Exchange does not guarantee the sale of the Water Right, or any portion thereof. Exchange will engage in commercially reasonable efforts to market the Water Right for sale to potential buyers.

## 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) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (g) 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.
- (h) Essence of Time. Time is of the essence in this Agreement.

## 12. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

## Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

## Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

13. **STATEMENT OF UNDERSTANDING.**

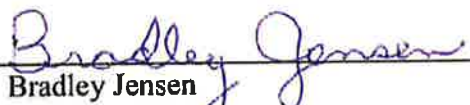
If you do not understand any statement in this Agreement, do not sign below. If you understand this Agreement, initial here: \_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on Effective Date.

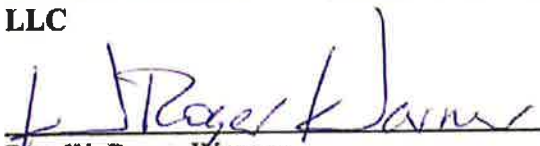
**"SELLER"**

**B & B FARMS**

  
By: Bradley Jensen  
Its: Partner  
horizon ag farms@hotmail.com

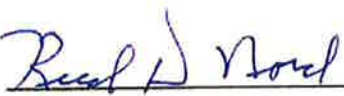
**"BUYER"**

**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

# EXHIBIT 1

## WATER RIGHT REPORT

### Water Right Report : 22-13797( Decreed/Active)

#### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

#### Water Right Status

Priority Date : 3/4/1974  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

#### Water Uses

| Beneficial Use | From  | To    | Diversion Rate  | Volume            |
|----------------|-------|-------|-----------------|-------------------|
| IRRIGATION     | 04/01 | 11/01 | 0.68 CFS        | 289.90 AFA        |
| <b>TOTAL</b>   |       |       | <b>0.68 CFS</b> | <b>289.90 CFS</b> |

#### Places of Use

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 34  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

#### Irrigation Totals

Total Acres Acre Limit  
 140.30

#### Conditions

##### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afn per acre at the field headgate for irrigation of the place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unfilled decree entered 08/26/2014.

**Dates**

Licensed Date :  
 Decreed Date : 4/6/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

11/3/2022

© 2021 - ExternalSearch - [Privacy](#)

**Water Right Report : 22-13958( Decreed/Active)****Water Right Owners**

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

**Water Right Status**

Priority Date : 1/25/1965  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

**Water Uses**

| Beneficial Use | From  | To    | Diversion Rate  | Volume            |
|----------------|-------|-------|-----------------|-------------------|
| IRRIGATION     | 04/01 | 10/31 | 1.46 CFS        | 491.00 AFA        |
| <b>TOTAL</b>   |       |       | <b>1.46 CFS</b> | <b>491.00 CFS</b> |

**Places of Use**

[Enlarge map](#) [Page History](#)

**Place of Use Legal Description : IRRIGATION (MADISON county)**

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 06N      | 40E   | 32      |     |     | NE | NW | 35    |
| 06N      | 40E   | 32      |     |     | NW | NW | 36    |
| 06N      | 40E   | 32      |     |     | SW | NW | 35    |
| 06N      | 40E   | 32      |     |     | SE | NW | 34    |
| 06N      | 40E   | 32      |     |     | NW | SW | 0.3   |

**Irrigation Totals**

| Total Acres | Acres Limit |
|-------------|-------------|
| 140.30      |             |

**Conditions****Code Conditions**

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.46 cfs, and a total annual maximum diversion volume of 619.7 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afu per acre at the field headgate for irrigation of the place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

**Dates**

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit:  
 Combined Volume Limit: 619.70  
 Combined Rate Limit: 1.46  
 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

11/3/2022

© 2021 - ExternalSearch - Privacy

**EXHIBIT 4****SPECIAL WARRANTY DEED FOR WATER RIGHT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Rocky Mountain Water Exchange LLC  
482 Constitution Way Ste 303  
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

**SPECIAL WARRANTY DEED FOR WATER RIGHTS**

\_\_\_\_\_[NAME OF SELLER], \_\_\_\_\_[TYPE OF  
ENTITY], whose address is \_\_\_\_\_[ADDRESS]  
(hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto  
\_\_\_\_\_[NAME OF BUYER], \_\_\_\_\_  
[TYPE OF ENTITY], 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\_\_\_\_.

**"GRANTOR"**

\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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

## Eastern Snake Plain Aquifer Modeling Analysis

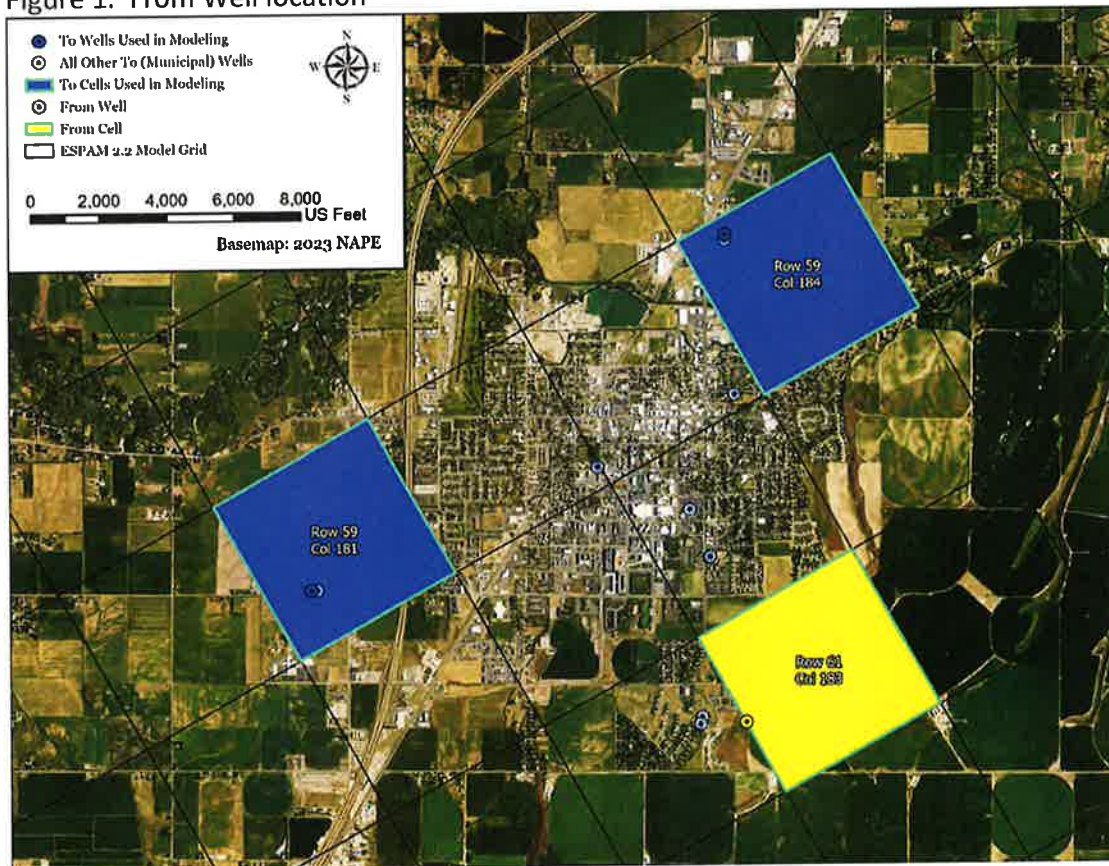
Rocky Mountain Water Exchange, LLC

The Applicant proposes to transfer 50 acres from water rights 22-13958 and 22-13797 to the Rexburg municipal system, which includes 11 wells. Herein is shown two simulations that represent the most extreme scenarios:

- Western Simulation: From the From Well located at model grid cell Row 61 Column 183 to the Westernmost Well located at Row 59 Column 181; and
- Northern Simulation: From the From Well to the Northernmost Well located at Row 59 Column 184.

The well locations and associated model grid cells are shown in Figure 1.

Figure 1. From Well location



As per Attachment #8a, 121 (40.33 af/trimester) will be transferred in each scenario. Each scenario will begin with the earliest priority date of the transferred water rights (Winter 1964).

Using ESPAM 2.2 to simulate the depletions associated with this transfer, the affects do not exceed the threshold of 2.0 af/trimester and **no mitigation is required**.

Figures 2-5 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Western Simulation.

Figure 2. Data Entry

**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: 1964  
SEASON: WINTER  
TRANSFER NAME: Westernmost We

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | TO' CELL | FROM1' CELL | FROM2' CELL | FROM3' CELL |
|--------|----------|-------------|-------------|-------------|
| ROW    | 59       | 61          | 0           | 0           |
| COLUMN | 181      | 183         | 0           | 0           |

| TRIMESTER OF ACTIVITY | TO WELL                    | FROM1 WELL                 |                               | FROM2 WELL                 |                               | FROM3 WELL                 |                               |
|-----------------------|----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                       | Projected Use AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER |
| WIN 1984              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1985              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1985              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1985              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1986              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1986              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1986              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2114              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2114              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |

Figure 3. Net Transfer Graphs

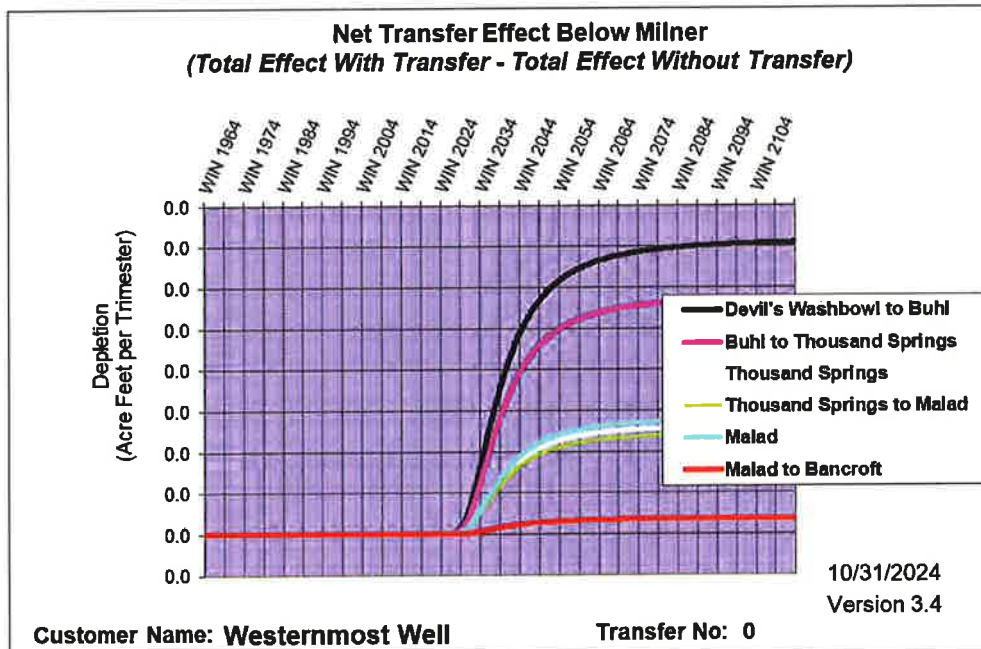
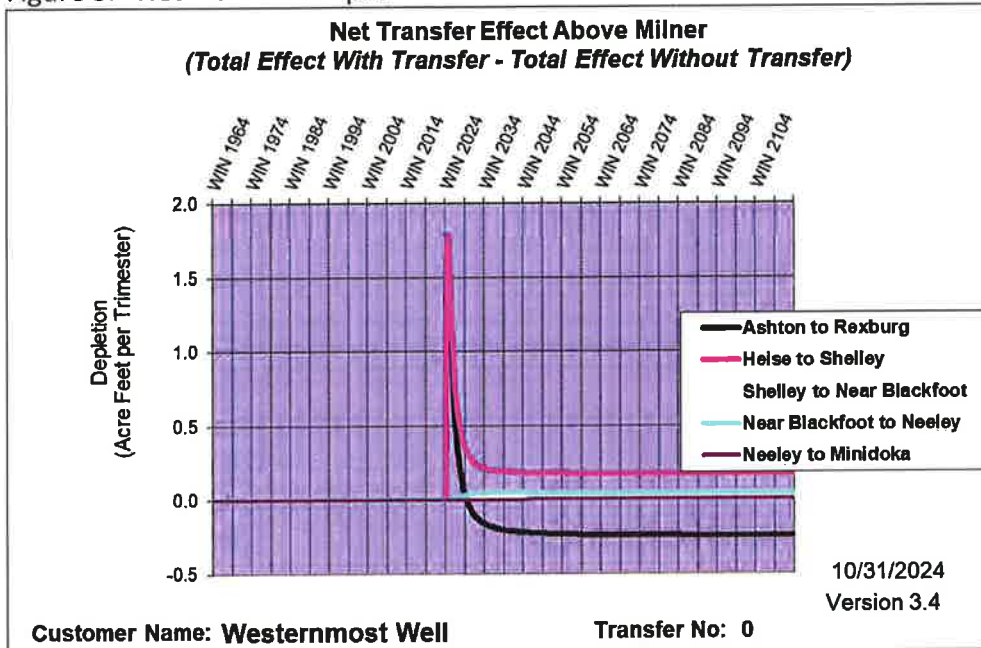


Figure 4. Calculated Effects.

Figure 1. Calculated 2025

| Net Transfer Effect (AF/four months)        |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
|---------------------------------------------|----------------------|---------------------|------------------------|--------------------|-----------------------|-------------------|-----------------|--------------|------------------|----------------|----------------------|-------|---------------|
|                                             | Ashton to<br>Rexburg | Heise to<br>Shelley | Shelley to<br>Nr Bickt | Nr Bickt<br>Neeley | Neeley to<br>Minidoka | Dev. Wbl.<br>Buhl | Buhl to<br>Kspr | Kspr<br>Kspr | Kspr to<br>Malad | Malad<br>Malad | Malad to<br>Bancroft |       |               |
| WIN 1964                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1967                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1967                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1967                                    | 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                                    | 1.8                  | 1.7                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2025                                    | 1.8                  | 1.8                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2025                                    | 1.5                  | 1.5                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2026                                    | 1.2                  | 1.3                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2026                                    | 0.9                  | 1.1                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2026                                    | 0.7                  | 0.9                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2027                                    | 0.6                  | 0.8                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2027                                    | 0.4                  | 0.7                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2027                                    | 0.3                  | 0.6                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2028                                    | 0.3                  | 0.5                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2028                                    | 0.2                  | 0.5                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2028                                    | 0.1                  | 0.4                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| SPR 2112                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2112                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2112                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2113                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2113                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2113                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2114                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2114                                    | -0.2                 | 0.2                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Enter First Time Step of Transfer: SPR 2025 |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Match: 182 Match: 456                       |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
|                                             | AtR                  | HtS                 | StNB                   | NBtN               | NIM                   | DWtB              | BtTS            | TS           | TStM             | M              | MtB                  | Total |               |
| sting Effects @ SS (Last Time Step):        | 20.73                | 17.10               | 0.75                   | 1.65               | 0.02                  | 0.02              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| te - Value of Dep. @ Last Time Step:        | 20.49                | 17.27               | 0.77                   | 1.69               | 0.02                  | 0.03              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| ansient State (Max Value Timestep):         | 20.73                | 17.10               | 0.75                   | 1.65               | 0.02                  | 0.02              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| a - Max. Value of Dep. After Transfer:      | 22.48                | 18.87               | 0.77                   | 1.69               | 0.02                  | 0.03              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 43.91 | Total Effect: |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Steady State Change:                        | -0.24                | 0.17                | 0.02                   | 0.05               | 0.00                  | 0.00              | 0.00            | 0.00         | 0.00             | 0.00           | 0.00                 |       |               |
| Transient State Change:                     | 1.74                 | 1.77                | 0.02                   | 0.05               | 0.00                  | 0.00              | 0.00            | 0.00         | 0.00             | 0.00           | 0.00                 |       |               |

Figure 5. Excerpt from Mitigation Analysis Tool

| Key                        | POD Location | Dedicated Vol AFA/ AFT | Model Node | Impact by Reach (AF/Trimester)           |                  |                      |                     |                    |                  |              |               |                   |      |      |      |      |  |
|----------------------------|--------------|------------------------|------------|------------------------------------------|------------------|----------------------|---------------------|--------------------|------------------|--------------|---------------|-------------------|------|------|------|------|--|
|                            |              |                        |            | Ashlon to Rexburg                        | Heise to Shelley | Shelley to Nr Bickft | Nr Bickft To Neeley | Neeley to Minidoka | Dev. Vol To Buhl | Buhl to Kopr | Kopr to Maled | Maled to Bancroft |      |      |      |      |  |
|                            |              |                        |            |                                          |                  |                      |                     |                    |                  |              |               |                   |      |      |      |      |  |
| Impacts following Transfer |              |                        |            | 20.73                                    | 17.10            | 0.75                 | 1.65                | 0.02               | 0.02             | 0.02         | 0.01          | 0.01              | 0.01 | 0.00 |      |      |  |
| 960                        | 8526E-3      | 275.6                  | 91.9       | SP082075                                 | 20.49            | 17.27                | 0.77                | 1.69               | 0.02             | 0.03         | 0.02          | 0.01              | 0.01 | 0.01 | 0.01 | 0.00 |  |
| Impacts following Transfer |              |                        |            | 20.73                                    | 17.10            | 0.75                 | 1.65                | 0.02               | 0.02             | 0.02         | 0.01          | 0.01              | 0.01 | 0.01 | 0.00 |      |  |
| 960                        | 8526E-3      | 275.6                  | 91.9       | SP082075                                 | 22.48            | 18.87                | 0.77                | 1.69               | 0.02             | 0.03         | 0.02          | 0.01              | 0.01 | 0.01 | 0.01 | 0.00 |  |
| 960                        | 8526E-3      | 275.6                  | 91.9       | SP086066                                 |                  |                      |                     |                    |                  |              |               |                   |      |      |      |      |  |
| Steady State Analysis      |              |                        |            | Mitigation Check 1 - > 10% of Historical | -1.2%            | 1.0%                 | 2.9%                | 2.9%               | 2.9%             | 2.6%         | 2.6%          | 2.6%              | 2.6% | 2.6% | 2.6% | 2.6% |  |
|                            |              |                        |            | Mitigation Check 2 - > 2 AF/T            | -0.2             | 0.2                  | 0.0                 | 0.0                | 0.0              | 0.0          | 0.0           | 0.0               | 0.0  | 0.0  | 0.0  | 0.0  |  |
|                            |              |                        |            | Mitigation Check 3 - > 10% of Total      | 50.8%            | 42.8%                | 1.9%                | 4.2%               | 0.1%             | 0.1%         | 0.1%          | 0.0%              | 0.0% | 0.0% | 0.0% | 0.0% |  |
|                            |              |                        |            | Mitigation Required?                     | NO               | NO                   | NO                  | NO                 | NO               | NO           | NO            | NO                | NO   | NO   | NO   | NO   |  |
|                            |              |                        |            | Mitigation Vol Req'd (ac-ft)             | -0.2             | 0.2                  | 0.0                 | 0.0                | 0.0              | 0.0          | 0.0           | 0.0               | 0.0  | 0.0  | 0.0  | 0.0  |  |
| Transient State Analysis   |              |                        |            | Mitigation Check 1 - > 10% of Historical | 6.4%             | 10.4%                | 2.9%                | 2.9%               | 2.9%             | 2.6%         | 2.6%          | 2.6%              | 2.6% | 2.6% | 2.6% | 2.6% |  |
|                            |              |                        |            | Mitigation Check 2 - > 2.01 AF/T         | 1.7              | 1.8                  | 0.0                 | 0.0                | 0.0              | 0.0          | 0.0           | 0.0               | 0.0  | 0.0  | 0.0  | 0.0  |  |
|                            |              |                        |            | Mitigation Required?                     | NO               | NO                   | NO                  | NO                 | NO               | NO           | NO            | NO                | NO   | NO   | NO   | NO   |  |
|                            |              |                        |            | Mitigation Vol Req'd (ac-ft)             | 1.7              | 1.8                  | 0.0                 | 0.0                | 0.0              | 0.0          | 0.0           | 0.0               | 0.0  | 0.0  | 0.0  | 0.0  |  |

Figures 6-9 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Northern Simulation.

Figure 6. Data Entry

**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: 1964

SEASON: WINTER

TRANSFER NAME: Northernmost We

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |
|--------|----------|--------------|--------------|--------------|
| ROW    | 59       | 61           | 0            | 0            |
| COLUMN | 184      | 183          | 0            | 0            |

| TRIMESTER OF ACTIVITY | TO WELL                    | FROM1 WELL                 |                               | FROM2 WELL                 |                               | FROM3 WELL                 |                               |
|-----------------------|----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                       | Projected Use AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER |
| WIN 1964              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1965              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1965              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1965              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1966              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1966              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1966              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1967              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1967              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1967              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2023              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2024              | 0.00                       | 40.33                      | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2025              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2026              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2027              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2028              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2112              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2113              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2114              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2114              | 40.33                      | 0.00                       | 40.33                         | 0.00                       | 0.00                          | 0.00                       | 0.00                          |

Figure 7. Net Transfer Graphs

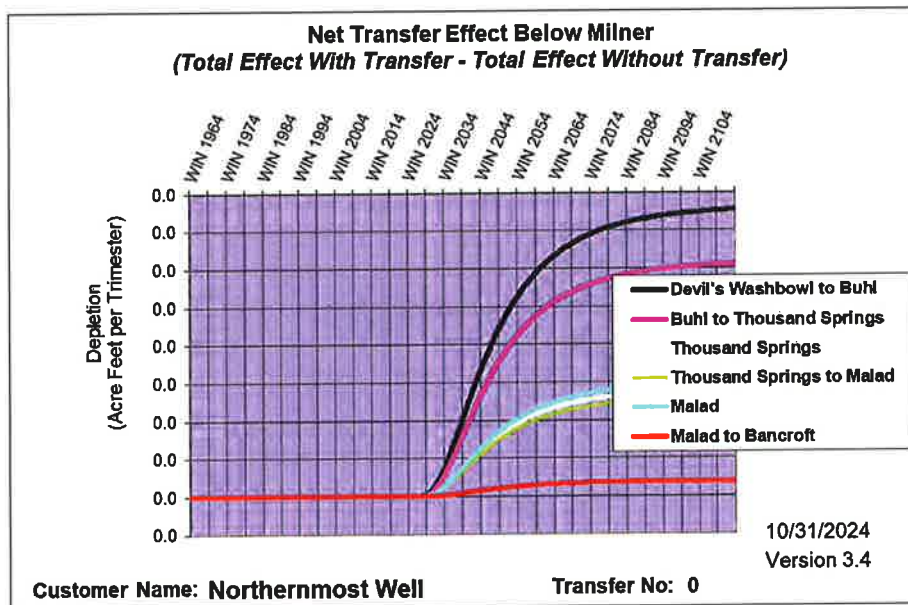
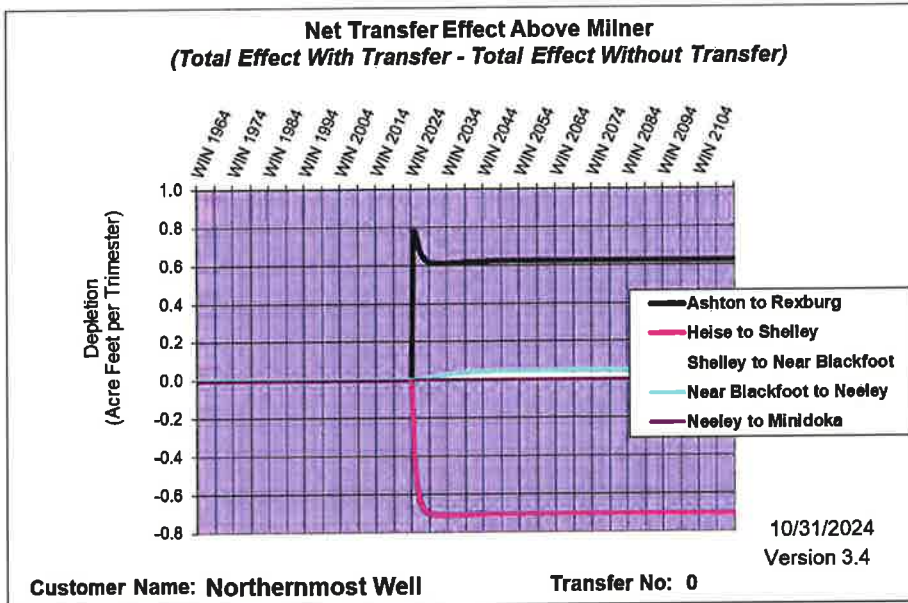


Figure 8. Calculated Effects.

| Net Transfer Effect (AF/four months)        |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
|---------------------------------------------|----------------------|---------------------|------------------------|--------------------|-----------------------|-------------------|-----------------|--------------|------------------|----------------|----------------------|-------|---------------|
|                                             | Ashton to<br>Rexburg | Heise to<br>Shelley | Shelley to<br>Nr Bckft | Nr Bckft<br>Neeley | Neeley to<br>Minidoka | Dev. Wbl.<br>Buhl | Buhl to<br>Kspr | Kspr<br>Kspr | Kspr to<br>Malad | Malad<br>Malad | Malad to<br>Bancroft |       |               |
| WIN 1964                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1965                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1966                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 1967                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 1967                                    | 0.0                  | 0.0                 | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 1967                                    | 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                                    | 0.6                  | -0.3                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2025                                    | 0.8                  | -0.4                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2025                                    | 0.8                  | -0.5                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2026                                    | 0.8                  | -0.6                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2026                                    | 0.7                  | -0.6                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2026                                    | 0.7                  | -0.6                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2027                                    | 0.7                  | -0.6                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2027                                    | 0.7                  | -0.7                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2027                                    | 0.6                  | -0.7                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2028                                    | 0.6                  | -0.7                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2028                                    | 0.6                  | -0.7                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2028                                    | 0.6                  | -0.7                | 0.0                    | 0.0                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| SPR 2112                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2112                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2112                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2113                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2113                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| WIN 2113                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SPR 2114                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
| SUM 2114                                    | 0.6                  | -0.7                | 0.0                    | 0.1                | 0.0                   | 0.0               | 0.0             | 0.0          | 0.0              | 0.0            | 0.0                  |       |               |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Enter First Time Step of Transfer: SPR 2025 |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Match: 182      Match: 456                  |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
|                                             | AtR                  | HtS                 | SiNB                   | NBtN               | NtM                   | DWtB              | BtTS            | TS           | TSiM             | M              | MtB                  | Total |               |
| sting Effects @ SS (Last Time Step):        | 20.73                | 17.10               | 0.75                   | 1.65               | 0.02                  | 0.02              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| le - Value of Dep. @ Last Time Step:        | 21.36                | 16.40               | 0.77                   | 1.70               | 0.02                  | 0.03              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| ansient State (Max Value Timestep):         | 20.73                | 17.10               | 0.75                   | 1.65               | 0.02                  | 0.02              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.33 | Total Effect: |
| 3 - Max. Value of Dep. After Transfer:      | 21.46                | 16.83               | 0.77                   | 1.70               | 0.02                  | 0.03              | 0.02            | 0.01         | 0.01             | 0.01           | 0.00                 | 40.88 | Total Effect: |
|                                             |                      |                     |                        |                    |                       |                   |                 |              |                  |                |                      |       |               |
| Steady State Change:                        | 0.63                 | -0.70               | 0.02                   | 0.05               | 0.00                  | 0.00              | 0.00            | 0.00         | 0.00             | 0.00           | 0.00                 |       |               |
| Transient State Change:                     | 0.75                 | -0.27               | 0.02                   | 0.05               | 0.00                  | 0.00              | 0.00            | 0.00         | 0.00             | 0.00           | 0.00                 |       |               |

Figure 9. Excerpt from Mitigation Analysis Tool

| City                       | POD Location | Dedicated Vol. AFA/ AFT | Model Node | Impact by Reach (AFT/Trimester)         |                  |                        |                        |                     |                   |              |      |               |       |                   |      |
|----------------------------|--------------|-------------------------|------------|-----------------------------------------|------------------|------------------------|------------------------|---------------------|-------------------|--------------|------|---------------|-------|-------------------|------|
|                            |              |                         |            | Ashton to Rexburg                       | Heise to Shelley | Shelley to H.R. Bickel | H.R. Bickel to Neesley | Neesley to Minidoka | Dev. Vol. To Buhl | Buhl to Kopr | Kopr | Kopr to Malad | Malad | Malad to Bancroft |      |
|                            |              |                         |            |                                         |                  |                        |                        |                     |                   |              |      |               |       |                   |      |
| Impacts following Transfer |              |                         |            |                                         |                  |                        |                        |                     |                   |              |      |               |       |                   |      |
| 960                        | SS26E-3      | 275.6                   | 91.9       | SP082075                                | 20.73            | 17.10                  | 0.75                   | 1.65                | 0.02              | 0.02         | 0.02 | 0.01          | 0.01  | 0.01              | 0.00 |
| 960                        | SS26E-3      | 275.6                   | 91.9       | SP088086                                | 21.36            | 16.40                  | 0.77                   | 1.70                | 0.02              | 0.03         | 0.02 | 0.01          | 0.01  | 0.01              | 0.00 |
| Impacts following Transfer |              |                         |            |                                         |                  |                        |                        |                     |                   |              |      |               |       |                   |      |
| 960                        | SS26E-3      | 275.6                   | 91.9       | SP082075                                | 20.73            | 17.10                  | 0.75                   | 1.65                | 0.02              | 0.02         | 0.02 | 0.01          | 0.01  | 0.01              | 0.00 |
| 960                        | SS26E-3      | 275.6                   | 91.9       | SP088086                                | 21.48            | 16.83                  | 0.77                   | 1.70                | 0.02              | 0.03         | 0.02 | 0.01          | 0.01  | 0.01              | 0.00 |
| Steady State Analysis      |              |                         |            | Mitigation Check 1 - >10% of Historical | 3.0%             | -4.1%                  | 3.0%                   | 3.1%                | 3.1%              | 3.0%         | 3.0% | 3.0%          | 3.0%  | 3.0%              | 3.0% |
|                            |              |                         |            | Mitigation Check 2 - > 2 AFT/           | 0.6              | -0.7                   | 0.0                    | 0.1                 | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |
|                            |              |                         |            | Mitigation Check 3 - >10% of Total      | 63.0%            | 40.7%                  | 1.9%                   | 4.2%                | 0.1%              | 0.1%         | 0.0% | 0.0%          | 0.0%  | 0.0%              | 0.0% |
|                            |              |                         |            | Mitigation Required?                    | NO               | NO                     | NO                     | NO                  | NO                | NO           | NO   | NO            | NO    | NO                | NO   |
|                            |              |                         |            | Mitigation Vol. Req'd (ac-ft)           | 0.6              | -0.7                   | 0.0                    | 0.1                 | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |
| Transient State Analysis   |              |                         |            | Mitigation Check 1 - >10% of Historical | 3.0%             | -1.6%                  | 3.0%                   | 3.1%                | 3.1%              | 3.0%         | 3.0% | 3.0%          | 3.0%  | 3.0%              | 3.0% |
|                            |              |                         |            | Mitigation Check 2 - > 2.01 AFT/        | 0.7              | -0.3                   | 0.0                    | 0.1                 | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |
|                            |              |                         |            | Mitigation Required?                    | NO               | NO                     | NO                     | NO                  | NO                | NO           | NO   | NO            | NO    | NO                | NO   |
|                            |              |                         |            | Mitigation Vol. Req'd (ac-ft)           | 0.7              | -0.3                   | 0.0                    | 0.1                 | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |

## Conversion of Nature of Use

*Rocky Mountain Water Exchange, LLC*

Applicant proposes to convert a portion of existing water rights 22-13958 and 22-13797 from irrigation to be used for municipal purposes. The combined total of these water rights is irrigation for 50 acres.

Historically, the above listed water rights have most recently been used to irrigate Alfalfa – Less Frequent Cuttings. Using ET-IDWR 2021<sup>1</sup>, and based upon information gathered at the Rexburg Ricks College station (NWS – USC00107644), Alfalfa – Less Frequent Cuttings has a precipitation deficit of 739 mm/year, or 2.42 af/year, for the growing season. **Therefore, 50 acre of irrigation water right would convert to a total of 121 afa** (50 ac x 2.42 afa/ac) available for municipal use.

Excerpts of the ET IDWR 2021 precipitation deficits are included in Figure 1 below.

**Figure 1. ET Values for Alfalfa – less frequent cuttings at Rexburg Ricks College (NWS-USC00107644)**



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

Evapotranspiration and Consumptive  
Irrigation Water Requirements  
for Idaho

### ET-IDWR

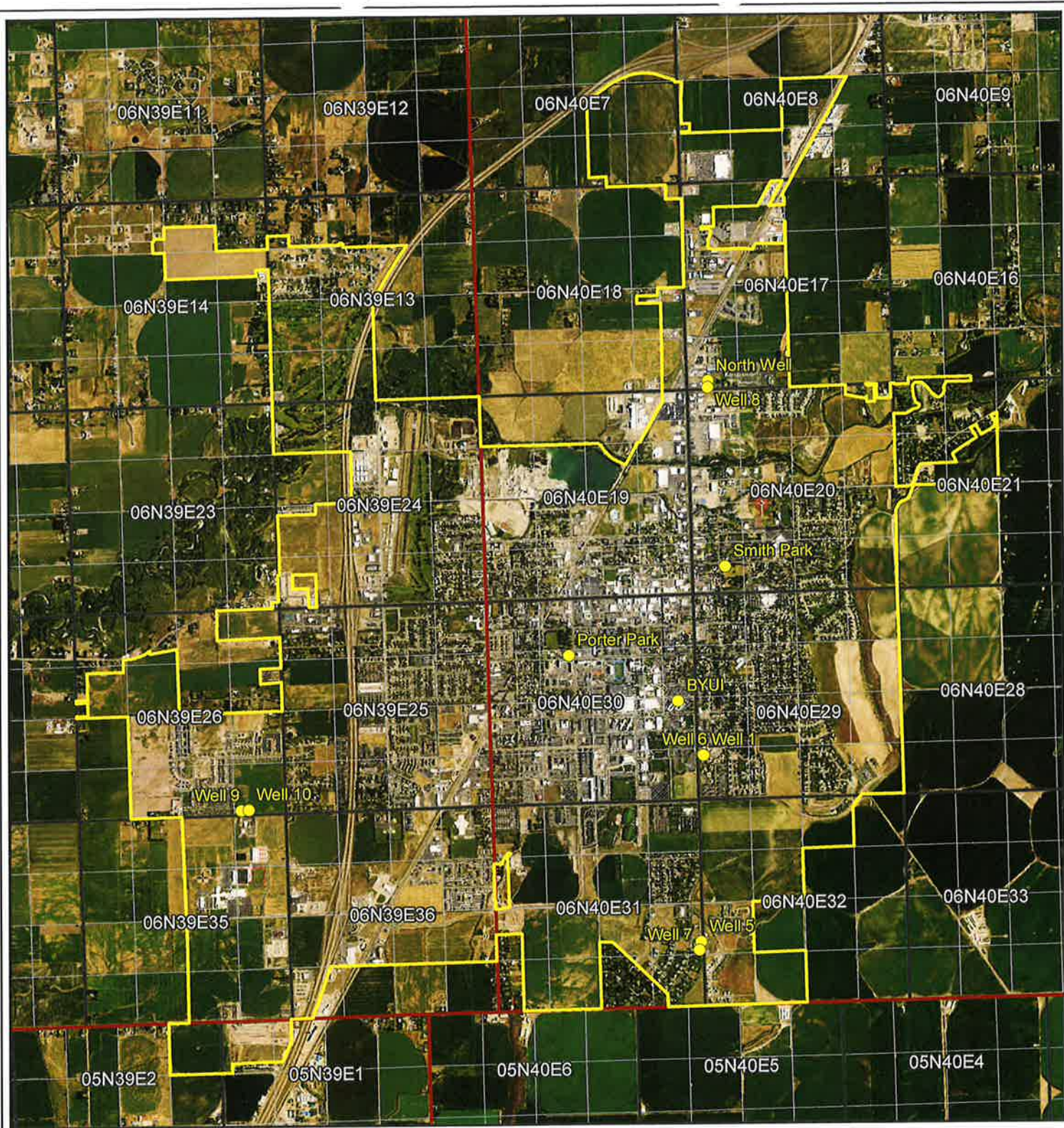
[Rexburg Ricks College \(NWS -- USC00107644\)](#)  
Statistics based on thirty year normal spans 1989 to 2021 years

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

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

| Alfalfa - less frequent cuttings                                 |       |       |      |      |      |      |      |      |      |      |       |       | Growing Season <sup>a</sup> | Non Growing Season <sup>b</sup> | Annual |
|------------------------------------------------------------------|-------|-------|------|------|------|------|------|------|------|------|-------|-------|-----------------------------|---------------------------------|--------|
| Precipitation Deficit ( <a href="#">Click here for a graph</a> ) |       |       |      |      |      |      |      |      |      |      |       |       | mm                          |                                 |        |
| Mean <sup>1</sup>                                                | Jan   | Feb   | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov   | Dec   |                             |                                 |        |
| Monthly <sup>c</sup>                                             | -0.45 | -0.08 | 0.16 | 0.66 | 3.32 | 5.22 | 5.46 | 4.82 | 3.39 | 1.25 | -0.25 | -0.53 | 739                         | -35                             | 703    |

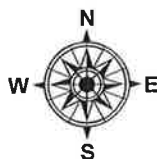
<sup>1</sup> <https://et-idwr.idaho.gov/stcivrstats.py?station=1101&cover=3&stats=Deficit>



Basemap: 2023 NAIP

### Legend

- Proposed POD
- Municipal Boundary
- Twp & Rng
- Section
- QQ



## Attachment #7a. Proposed Locations

Rocky Mountain Water Exchange, LLC

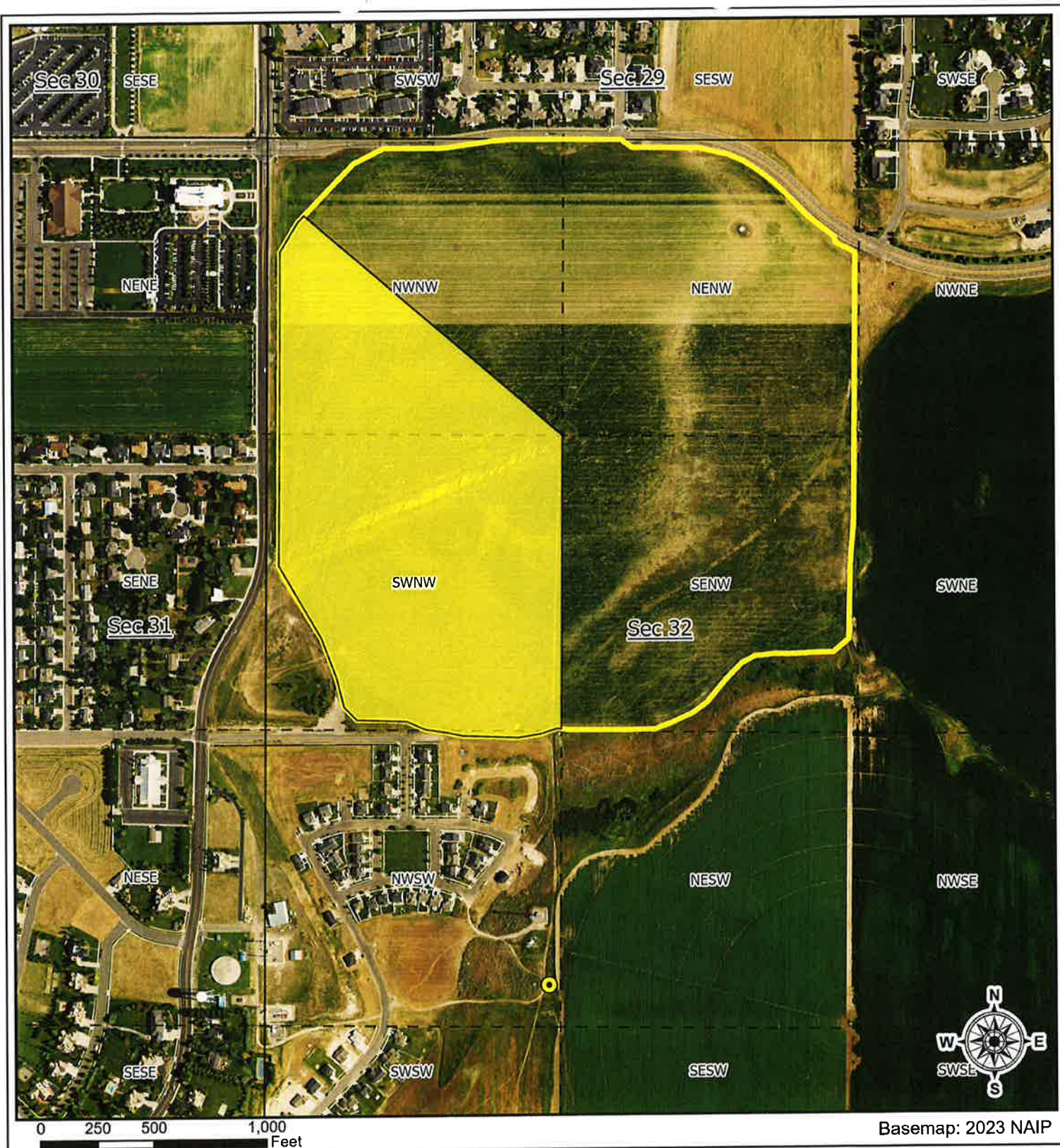
RMEA #24-0175

by: KM

Date: 10/21/2024



89500



## Attachment #7b. Existing Locations of Water Rights 22-13797 and 22-13958

### Legend

- WRs 22-13797 & 22-13958
- WRs 22-13797 & 13958
- Acres to be Transferred
- QQ
- Section
- Township & Range

**Rocky Mountain Water  
Exchange, LLC**  
**482 Constitution Way Suite #303**  
**Idaho Falls, ID 83402-3552**  
**Transfer Application**

Date: 10/31/2024

RMEA #: 17-0142

Drafted by: TK





(208) 359-3020  
35 North 1<sup>st</sup> East  
Rexburg, ID 83440  
Rexburg.org | Engage.Rexburg.org

October 31, 2024

Idaho Department of Water Resources  
900 N Skyline Dr A  
Idaho Falls, ID 83402

RE: Transfer of Water Rights 22-13958 and 22-13797 (Rocky Mountain Water Exchange, LLC)

To whom it may concern:

The City of Rexburg authorizes the transfer of 50 acres of water rights 22-13958 and 22-13797 from B & B Farms to the City of Rexburg and authorizes this portion of the water right be converted to municipal use and diverted through the City's municipal water system.

Please let us know if you have any additional questions.

Respectfully,

A handwritten signature in blue ink that reads "Jerry Merrill". The signature is fluid and cursive, with the first name "Jerry" and last name "Merrill" clearly visible.

Mayor Jerry Merrill

*America's Family Community.*

89500

RECEIVED

OCT 31 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) Rocky Mountain Water Exchange, 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 <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #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: Authorization to use City of Rexburg municipal system to deliver water right

89500

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Rocky Mountain Water Exchange, LLC Phone (208) 524-2353  
Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402 Email rog.rmea@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.

[Signature]  
Signature of Applicant or Authorized Representative

W. Tsager Warner  
Managing Member  
Print Name and Title if applicable

10/29/24  
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

### A. PURPOSE OF TRANSFER

- ☒ Change point of diversion  
☒ Change nature of use
 ☐ Add diversion point(s)  
☒ Change period of use
 ☒ Change place of use  
☐ Other \_\_\_\_\_
- Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?  
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 convert the described portion of water rights 22-13797 and 22-13958 for municipal purposes to be delivered through the City of Rexburg's municipal 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<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input type="checkbox"/> <input checked="" type="checkbox"/> | 22-13958     | 0.08 cfs              | Municipal     | 1/1 to 12/31  | Ground water       |
| <input type="checkbox"/> <input checked="" type="checkbox"/>                | 22-13797     | 0.03 cfs              | Municipal     | 1/1 to 12/31  | Ground water       |
| <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 0.11 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.11 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<br>?                        | Lot | ¼ | ¼ | ¼ | Sec | Twp | Rge | County | Source | Local name or tag # |
|---------------------------------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|                                 |     |   |   |   |     |     |     |        |        |                     |
| See supplemental list attached. |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |

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<br>Totals |
|-----------------------------------------------|-----|-----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|----------------|
|                                               |     |     | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW | SW | SE | NE   | NW | SW | SE |                |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
| Municipal Service Area of the City of Rexburg |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |
| Total Acres (for irrigation use)              |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |                |

## Ident. No. \_\_\_\_\_

Attachment to: ☐ Application for Permit to Appropriate Water ☒ Application for Transfer\*\* ☐ Adjudication Claim  
☐ Application for Amendment of Permit ☐ Beneficial Use Field Report ☐ Statutory Claim

| New<br>POD?                  | Twp | Rge | Sec | Govt<br>Lot | ¼ | ¼  | ¼  | County  | Source       | Local name or<br>well/diversion tag # |
|------------------------------|-----|-----|-----|-------------|---|----|----|---------|--------------|---------------------------------------|
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | NORTH WELL                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | WELL 8                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 20  |             |   | SW | SW | MADISON | GROUND WATER | SMITH PARK                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 1                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 6                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | SE | NW | MADISON | GROUND WATER | PORTER PARK                           |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | NE | SE | MADISON | GROUND WATER | BYUI                                  |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 5                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 7                                |
| <input type="checkbox"/> Yes | 6N  | 39E | 26  |             |   | SE | SE | MADISON | GROUND WATER | WELL 9                                |

6N 39E 26

SE SE MADISON

GROUND WATER

WELL 10

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.

[illegible]

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:  
The City has 10 active municipal wells and 1 well that is under construction that connects to a series of mainlines for delivery. Each of the City's wells have existing measuring devices and lockable controlling works.
- b. Who owns the property at the point(s) of diversion? The City of Rexburg and BYUI.  
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:  
See the attached authorization letter from the City. The City also leases the BYUI well, which is located on property owned by BYUI. This well is included as a POD in the application since the City has a current lease.
- 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, or authorized to be irrigated will be dried up and will no longer receive irrigation water from this water right.
- 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:  
Proposed POU/POD: City of Rexburg municipal water rights share the same delivery system.  
Existing POU/POD: Right 22-13746 is an enlargement right that pertains to a different POU. This has not been delivered for many years.
- 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:  
NA

Close

## Water Right Report : 22-13797( Decreed/Active)

### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 3/4/1974

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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 11/01 | 0.63 CFS       | 269.20 AFA |
| <b>TOTAL</b>   |       |       | 0.63 CFS       | 269.20 AFA |

### Places of Use

Printable View

Paged View

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

| Total Acres | Acre Limit |
|-------------|------------|
| 130.30      |            |

### Conditions

#### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

#### Dates

Licensed Date :  
 Decreed Date : 4/6/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

8/6/2024

Close

## Water Right Report : 22-13958( Decreed/Active)

### Water Right Owners

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 1/25/1965  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 10/31 | 1.36 CFS       | 456.00 AFA |
| <b>TOTAL</b>   |       |       | 1.36 CFS       | 456.00 AFA |

### Places of Use

Printable View

Paged View

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

| Total Acres | Acre Limit |
|-------------|------------|
| 130.30      |            |

### Conditions

#### Code Conditiions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.36 cfs, and a total annual maximum diversion volume of 577.3 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

#### Dates

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit :  
 Combined Volume Limit: 619.70  
 Combined Rate Limit: 1.46  
 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

8/6/2024







**ROCKY MOUNTAIN WATER EXCHANGE, LLC  
NET WATER RIGHT LISTING CONTRACT  
WITH EXCLUSIVE RIGHT TO SELL**

THIS NET WATER RIGHT LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL (this "Agreement") is made and entered to be effective as of the 11 day of November 2022 (the "Effective Date"), by and between the following parties:

1. **B & B Farms, c/o Bradley G. Jensen**, whose address is 2509 S 5500 W, Rexburg, ID 83440 (hereinafter "Seller"); and
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Exchange"); and
3. **Keller Williams Realty East Idaho**, an Idaho limited liability partnership acting on behalf of Exchange, 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 the "Broker").

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

**RECITALS:**

- A. Seller owns Water Right Nos. 22-13958 and 22-13797, (collectively the "Water Right") which were decreed on April 30, 2010 and April 6, 2010, respectively in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority dates of January 25, 1965 and March 4, 1974. The current description of the Water Right is 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 the [ ☒ ] entire above-identified water right or [ ☐ ] a \_\_\_\_\_-acre portion of the water right. If a portion is designated for sale, such portion is described on **Exhibit 2** attached hereto and the specific acres of the water right portion Seller desires to sell are depicted on the map attached as **Exhibit 3**. Whether the entire above-described water right or a portion thereof is designated for sale, either is referred to hereinafter in this Agreement simply as the "Water Right".<sup>1</sup>

<sup>1</sup> If a portion of the water right identified in Recital A is designated for sale under this Agreement, Seller reserves and retains unto Seller all remaining portions of said water right and any other water rights and/or water entitlements (*i.e.*, shares in a canal company or irrigation district acres) that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests are included in this Agreement.

- C. Seller [ ] HAS NOT historically used any other water entitlements or other supply (such as water from a canal company or irrigation district) to irrigate the place of use or any portion thereof of the place of use described on the Water Right or [ ] HAS historically used another water supply to irrigate the place of use or any portion thereof of the place of use described on the Water Right, with such other water supply described as follows:
- 
- D. A legally necessary step associated with the sale of Idaho water rights to others for use on their property or properties is to change one or more certain elements of such water rights<sup>2</sup> pursuant to Idaho Code § 42-222 and its associated IDWR memoranda and other binding authority. The administrative process to amend water rights in Idaho is called a "transfer."
- E. Water right transfers are complicated because they are subject to consistently changing policies and procedures of the Department.<sup>3</sup> Water right transfers are also uncertain because transfer applications are advertised to allow for protests against the application. A protest triggers a contested case proceeding before a hearing officer of the Department.
- F. Transfers of the point(s) of diversion of ground water rights within or close to the Eastern Snake Plain Aquifer (the "ESPA") also require "an attachment with the application that sets forth the time series of calculated depletions (transient to steady-state) to reaches of the Snake River that are hydraulically-connected to the ESPA using or based on the department's current ground water model for the ESPA, or other equivalent analysis acceptable to the department." *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, at 12 (hereinafter the "Transfer Memo"). The Excel<sup>®</sup> spreadsheet-based interface that runs IDWR's most recent iteration of its ground water model (ETRAN) is called the "Transfer Tool."<sup>4</sup>
- G. Because of the complexity associated with water right transfers, Exchange is engaged in the business of matching sellers of water rights with interested buyers of water rights where the water rights are capable of being transferred to a buyer's place of use or for a buyer's desired purposes. Under the provisions of this Agreement, Seller desires to designate a minimum purchase price it desires to receive for the Water Right, and to authorize Exchange to market the Water Right and perform other necessary work for potential buyers to enter into a contract to purchase the Water Right.

---

<sup>2</sup> These elements are point of diversion, place of use, period of use, and nature of use.

<sup>3</sup> IDWR describes these policies and procedures in various written memoranda which are subject to amendment and updating. See, e.g., *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, available at <http://www.idwr.idaho.gov/files/water-rights/transfer-process-24-transfer-processing-policies-and-procedures.pdf> (last visited October 11, 2018).

<sup>4</sup> In the event a model run using the Transfer Tool results in increased impacts to any reach of the Snake River less than 10% of the evaluated water right's historical impact to any one of the Snake River reaches (during either the transient or steady-state time periods), or if the impacts are more than 10% of historical impact but less than or equal to two acre-feet per trimester in magnitude (again during either the transient or steady-state time periods), the transfer will continue to be processed by the Department. Conversely, if either one of these parameters is not satisfied through use of the Transfer Tool, IDWR will not process the transfer application unless full mitigation of these impacts (generally through drying up acres and giving up water rights or water right portions) is proposed in the transfer application.

H. Accordingly, the Parties hereby agree as follows.

### AGREEMENTS:

#### 1. EXCLUSIVE RIGHT TO SELL.

Seller hereby authorizes Exchange to sell the Water Right upon the terms and conditions set forth in this Agreement and grants Exchange the exclusive right to sell the Water Right during the term identified in paragraph 2 herein. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the Term.

#### 2. TERM OF AGREEMENT.

The term of this Agreement shall commence on 11-11-22 and shall expire at 11:59 p.m. on 11-15-24 (the "Term") unless renewed or extended by the Parties in writing. Provided, however, that the Term shall automatically extend if the Water Right, or a portion thereof, is subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof. This automatic extension does not apply to any portion of the Water Right that is not subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof.

#### 3. DESIGNATION OF PURCHASE PRICE.



In the event any of the transfers of the Water Right are protested by a third party, and there is a proposal or discussion of a proposal where, in exchange for a stipulation to allow some portion of the Water Right to be approved for transfer, there is a proposal to (1) sell a portion of the Water Right at a reduced price to the protestant; (2) designate some of the Water Right portion described in the transfer as mitigation acres that will be dried up; or (3) any other scenario that affects the number of acres that will be approved under the protested transfer, Seller and Exchange agree to negotiate, in good faith, an amendment to this Agreement to

address such proposals to resolve the protested transfer(s), including a possible reduction in the Purchase Price per acre or other allocation of expenses associated with the transfer protest resolution.

#### 4. SELLER 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 has good marketable title to the Water Right in fee simple or discloses that the Water Right is subject to the following liens, encumbrances, or other title defects: (list each lien holder's name, address and account number, if known: *(write NONE if there are no liens or encumbrances and initial on right side of contract: None*)  


---

---

---

---
- (b) Removal of Liens and Encumbrances. Seller (at its expense) shall remove all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing. Additionally, Seller authorizes Exchange to request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action because of any undisclosed liens, encumbrances, or title defects.
- (c) Conveyance. At Closing, Seller shall then convey the 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**. Accordingly, Seller agrees to obtain a partial release of mortgage from any lien holder(s) prior to Closing.
- (d) 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.
- (e) Not Forfeited. No portion of the Water Right has been forfeited through five years of nonuse or abandoned in whole or in part, unless the Water Right has been protected through an acceptable method under Idaho law and/ IDWR standards.
- (f) Entity Representation. If Seller is a corporation, limited liability company, partnership, or other form of entity other than an individual, the undersigned represents and warrants that it is an agent of Seller and is authorized and empowered by the Seller to execute this Agreement on behalf of the Seller.

- (g) 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.

## 5. EXCHANGE REPRESENTATIONS AND WARRANTIES.

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform buyer's obligations hereunder. The undersigned represents and warrants that it is an agent of Exchange and is authorized and empowered by Exchange to execute this Agreement on behalf of Exchange.
- (b) Exchange's Due Diligence. Exchange and Exchange's consultants have had a full opportunity to review all documents, records and other information made available to Exchange by Seller and/or otherwise reasonably available to Exchange 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 Exchange and/or a potential buyer, and the suitability or fitness of the Water Right for Exchange's intended purposes
- (c) Escrow Account. Exchange is authorized to accept, give receipt for, and hold all funds paid or deposited. Deposits will be held in an escrow account of Pioneer Title Company. In the event of any escrow deposit dispute, and Exchange is in doubt as to the disbursement of escrow funds, Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of Exchange's compensation to Exchange.

## 6. WARRANTIES TO SURVE 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.

## 7. CLOSING.

- (a) Multiple Closings. Seller understands and acknowledges that Exchange may contract to sell portions of the Water Right to buyers, and as a result, there may be multiple closings under this Agreement. The provisions set forth below apply to all closings associated with the Water Right or portions thereof.
- (b) Closing Date. Once IDWR issues a transfer approval associated with the Water Right or any portion thereof (that Exchange has under contract to purchase the Water Right or any portion thereof) that is acceptable to a buyer, then closing on the Water Right with Seller (the "Closing") shall occur within 28 days after the date

of the transfer approval at a date and time agreed to by the parties, but if no date and time can be agreed upon, then Closing shall occur at 10:00 a.m. 28 days after the transfer approval. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.

- (c) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
  - (1) At Closing, Exchange shall deliver the Purchase Price.
  - (2) At Closing, Seller shall deliver to Exchange, or, if a simultaneous closing is preferred by Exchange, to the buyer of the Water Right or any portion thereof, the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 4** for the Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of preparing and recording the Deed shall be paid by Buyer. All other closing fees shall be paid by Exchange and/or a buyer of the Water Right or portion thereof. All other expenses not specifically referenced in this Agreement but related to the transfer or transfers 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.

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.

## 9. INQUIRIES.

Seller agrees to refer to Exchange all inquiries from brokers or others interested in the Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

## 10. MARKETING EFFORTS.

Exchange does not guarantee the sale of the Water Right, or any portion thereof. Exchange will engage in commercially reasonable efforts to market the Water Right for sale to potential buyers.

## 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) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (g) 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.
- (h) Essence of Time. Time is of the essence in this Agreement.

## 12. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

## Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

## Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

## 13. STATEMENT OF UNDERSTANDING.

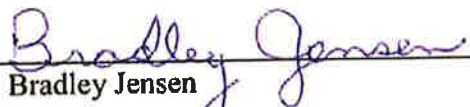
If you do not understand any statement in this Agreement, do not sign below. If you understand this Agreement, initial here: \_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on Effective Date.

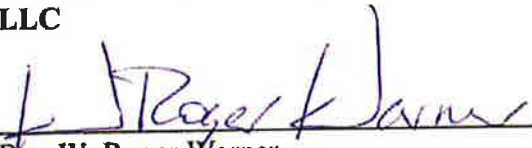
**"SELLER"**

**B & B FARMS**

  
By: Bradley Jensen  
Its: Partner  
horizon ag farms@hotmail.com

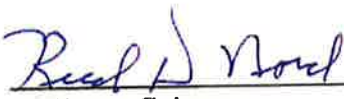
**"BUYER"**

**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

# EXHIBIT 1

## WATER RIGHT REPORT

### Water Right Report : 22-13797( Decreed/Active)

#### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

#### Water Right Status

Priority Date : 3/4/1974  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

#### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 11/01 | 0.68 CFS       | 289.90 AFA |
| <b>TOTAL</b>   |       |       | 0.68 CFS       | 289.90 CFS |

#### Places of Use

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 34  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

#### Irrigation Totals

Total Acres Acre Limit  
 140.30

#### Conditions

##### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afn per acre at the field headgate for irrigation of the place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

**Dates**

Licensed Date :  
 Decreed Date : 4/6/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

11/3/2022

© 2021 • ExternalSearch - [Privacy](#)

**Water Right Report : 22-13958( Decreed/Active)****Water Right Owners**

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

**Water Right Status**

Priority Date : 1/25/1965

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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

**Water Uses**

| Beneficial Use | From  | To    | Diversion Rate  | Volume            |
|----------------|-------|-------|-----------------|-------------------|
| IRRIGATION     | 04/01 | 10/31 | 1.46 CFS        | 491.00 AFA        |
| <b>TOTAL</b>   |       |       | <b>1.46 CFS</b> | <b>491.00 CFS</b> |

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

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 06N      | 40E   | 32      |     |     | NE | NW | 35    |
| 06N      | 40E   | 32      |     |     | NW | NW | 36    |
| 06N      | 40E   | 32      |     |     | SW | NW | 35    |
| 06N      | 40E   | 32      |     |     | SE | NW | 34    |
| 06N      | 40E   | 32      |     |     | NW | SW | 0.3   |

**Irrigation Totals**

| Total Acres | Acres Limit |
|-------------|-------------|
| 140.30      |             |

**Conditions****Code Conditions**

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.46 cfs, and a total annual maximum diversion volume of 619.7 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afu per acre at the field headgate for irrigation of the place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

**Dates**

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit:  
 Combined Volume Limit: 619.70  
 Combined Rate Limit: 1.46  
 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

11/3/2022

© 2021 - ExternalSearch - [Privacy](#)

**EXHIBIT 4****SPECIAL WARRANTY DEED FOR WATER RIGHT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Rocky Mountain Water Exchange LLC  
482 Constitution Way Ste 303  
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

**SPECIAL WARRANTY DEED FOR WATER RIGHTS**

\_\_\_\_\_[NAME OF SELLER], \_\_\_\_\_[TYPE OF  
ENTITY], whose address is \_\_\_\_\_[ADDRESS]  
(hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto  
\_\_\_\_\_[NAME OF BUYER], \_\_\_\_\_  
[TYPE OF ENTITY], 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\_\_\_\_.

**“GRANTOR”**

\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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

## Eastern Snake Plain Aquifer Modeling Analysis

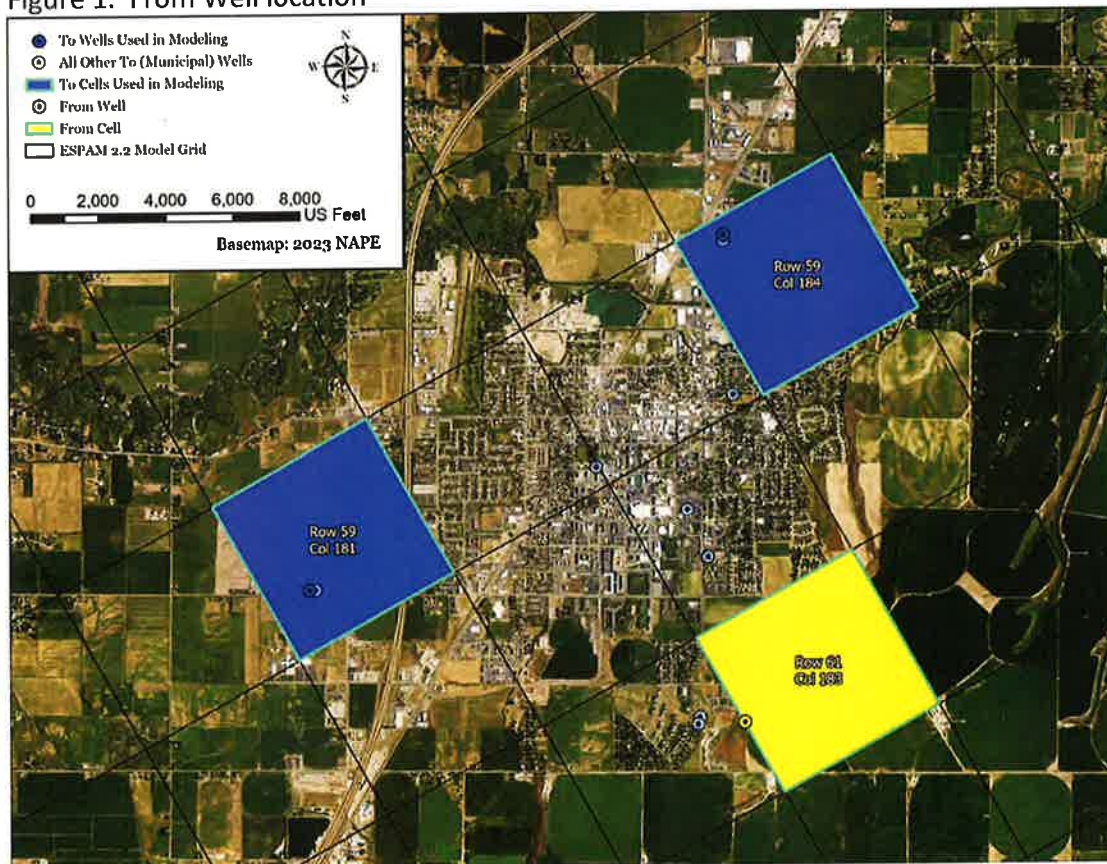
Rocky Mountain Water Exchange, LLC

The Applicant proposes to transfer 7.5 acres from water rights 22-13958 and 22-13797 to the Rexburg municipal system, which includes 11 wells. Herein is shown two simulations that represent the most extreme scenarios:

- Western Simulation: From the From Well located at model grid cell Row 61 Column 183 to the Westernmost Well located at Row 59 Column 181; and
- Northern Simulation: From the From Well to the Northernmost Well located at Row 59 Column 184.

The well locations and associated model grid cells are shown in Figure 1.

Figure 1. From Well location



As per Attachment #8a, 18.5 afa (0.81 af/trimester) will be transferred in each scenario. Each scenario will begin with the earliest priority date of the transferred water rights (Winter 1964).

Using ESPAM 2.2 to simulate the depletions associated with this transfer, the affects do not exceed the threshold of 2.0 af/trimester and **no mitigation is required**.

Figures 2-5 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Western Simulation.

Figure 2. Data Entry

**ENHANCED GROUND-WATER RIGHTS TRANSFER**  
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 0

YEAR: 1964

SEASON: WINTER

TRANSFER NAME: Westernmost Well

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |
|--------|----------|--------------|--------------|--------------|
| ROW    | 59       | 61           | 0            | 0            |
| COLUMN | 181      | 183          | 0            | 0            |

| TRIMESTER OF ACTIVITY | TO WELL<br>Projected Use<br>AF/TRIMESTER | FROM1 WELL                    |                                  | FROM2 WELL                    |                                  | FROM3 WELL                    |                                  |
|-----------------------|------------------------------------------|-------------------------------|----------------------------------|-------------------------------|----------------------------------|-------------------------------|----------------------------------|
|                       |                                          | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER |
| WIN 1964              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 1965              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 1965              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 1965              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 1966              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 1966              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 1966              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
|                       |                                          |                               |                                  |                               |                                  |                               |                                  |
| SPR 2022              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2022              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2022              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2023              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2023              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2023              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2024              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2024              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2024              | 0.00                                     | 6.17                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2025              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2025              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2025              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2026              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2026              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2026              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2027              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
|                       |                                          |                               |                                  |                               |                                  |                               |                                  |
| SPR 2111              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2111              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2111              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2112              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2112              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2112              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2113              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2113              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2113              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2114              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2114              | 6.17                                     | 0.00                          | 6.17                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |

Figure 3. Net Transfer Graphs

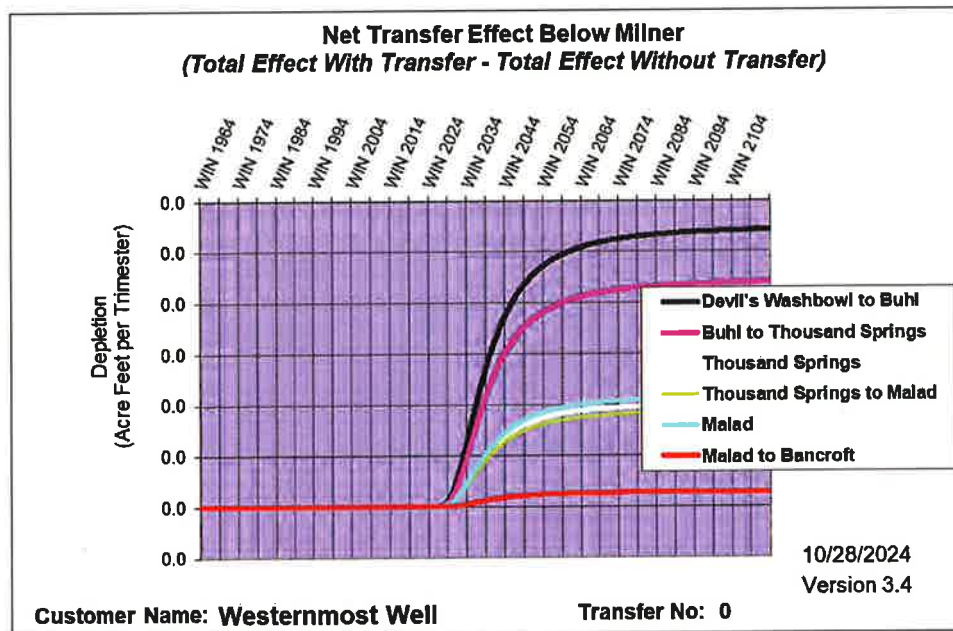
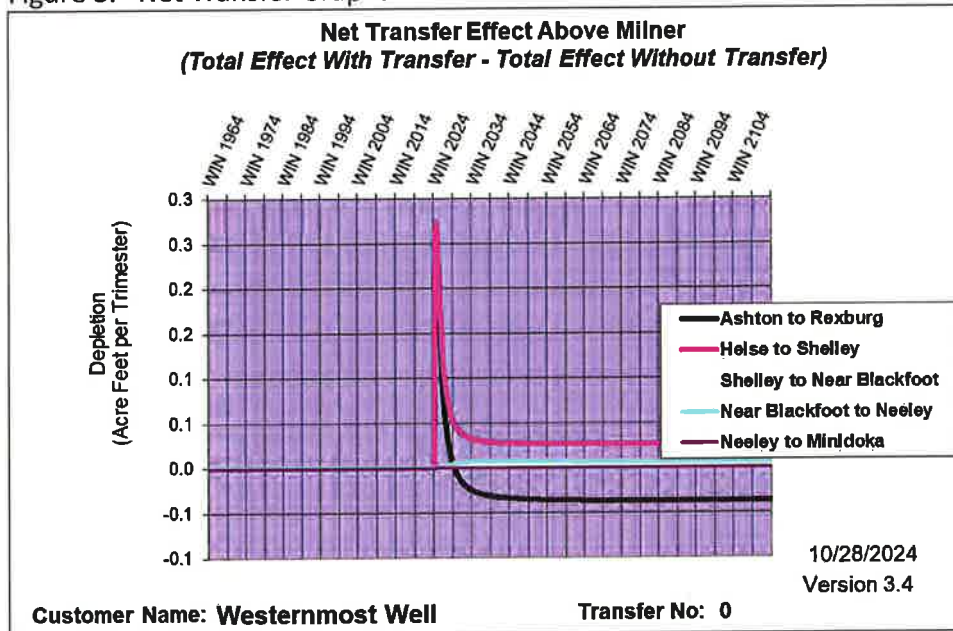


Figure 4. Calculated Effects.

| Net Transfer Effect (AF/four months) |                      |                     |                         |                     |                       |                   |                 |      |                  |       |                      |
|--------------------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-------------------|-----------------|------|------------------|-------|----------------------|
|                                      | Ashton to<br>Rexburg | Heise to<br>Shelley | Shelley to<br>Nr Bickit | Nr Bickit<br>Neeley | Neeley to<br>Minidoka | Dev. Wbl.<br>Buhl | Buhl to<br>Kspr | Kspr | Kspr to<br>Malad | Malad | Malad to<br>Bancroft |
| WIN 1964                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1967                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1967                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1967                             | 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 | 0.3 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2025 | 0.3 | 0.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2025 | 0.2 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2026 | 0.2 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2026 | 0.1 | 0.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2026 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2027 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2027 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2027 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2028 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2028 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2028 | 0.0 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

|          |     |     |     |     |     |     |     |     |     |     |     |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| SPR 2112 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2112 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2112 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2113 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2113 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2113 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2114 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2114 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

|                                             |       |        |      |      |      |      |      |      |      |      |      |       |              |
|---------------------------------------------|-------|--------|------|------|------|------|------|------|------|------|------|-------|--------------|
| Enter First Time Step of Transfer: SPR 2025 |       |        |      |      |      |      |      |      |      |      |      |       |              |
| Match:                                      | 182   | Match: | 456  |      |      |      |      |      |      |      |      |       |              |
|                                             | AtR   | HtS    | StNB | NBN  | NuM  | DWtB | BtTS | TS   | TStM | M    | MtB  | Total |              |
| sting Effects @ SS (Last Time Step):        | 3.17  | 2.61   | 0.11 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  | Total Effect |
| te - Value of Dep. @ Last Time Step:        | 3.13  | 2.64   | 0.12 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  | Total Effect |
| ansient State (Max Value Timestep):         | 3.17  | 2.61   | 0.11 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  | Total Effect |
| s - Max. Value of Dep. After Transfer:      | 3.44  | 2.89   | 0.12 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.71  | Total Effect |
|                                             |       |        |      |      |      |      |      |      |      |      |      |       |              |
| Steady State Change:                        | -0.04 | 0.03   | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |              |
| Transient State Change:                     | 0.27  | 0.27   | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |              |

Figure 5. Excerpt from Mitigation Analysis Tool

| By #                                    | POD Location | Dedicated Vol AFA/ AFT | Model Node | Impact by Reach (AF/Trimester) |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
|-----------------------------------------|--------------|------------------------|------------|--------------------------------|------------------|----------------------|---------------------|--------------------|-------------------|--------------|------|---------------|-------|-------------------|------|------|
|                                         |              |                        |            | Ashlon to Rexburg              | Heise to Shelley | Shelley to Nr Bickft | Nr Bickft To Neeley | Neeley to Minidoka | Dev. Wbl. To Buhl | Buhl to Kspr | Kspr | Kspr to Malad | Malad | Malad to Bancroft |      |      |
|                                         |              |                        |            |                                |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
| Impacts following Transfer              |              |                        |            |                                |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
| #60                                     | 6S26E-3      | 275.6                  | 91.9       | SP082675                       | 3.17             | 2.61                 | 0.11                | 0.25               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              | 0.00 | 0.00 |
| #60                                     | 6S26E-3      | 275.6                  | 91.9       | SP066066                       | 3.13             | 2.64                 | 0.12                | 0.28               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              | 0.00 | 0.00 |
| Impacts following Transfer              |              |                        |            |                                |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
| #60                                     | 6S26E-3      | 275.6                  | 91.9       | SP082675                       | 3.17             | 2.61                 | 0.11                | 0.25               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              | 0.00 | 0.00 |
| #60                                     | 6S26E-3      | 275.6                  | 91.9       | SP066066                       | 3.44             | 2.69                 | 0.12                | 0.26               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              | 0.00 | 0.00 |
| Steady State Analysis                   |              |                        |            |                                |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
| Mitigation Check 1 - >10% of Historical |              |                        |            | -1.2%                          | 1.0%             | 2.9%                 | 2.9%                | 2.9%               | 2.8%              | 2.8%         | 2.6% | 2.6%          | 2.6%  | 2.6%              | 2.6% |      |
| Mitigation Check 2 - > 2 AFT:           |              |                        |            | 0.0                            | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |      |
| Mitigation Check 3 - >10% of Total:     |              |                        |            | 50.6%                          | 42.6%            | 1.9%                 | 4.2%                | 0.1%               | 0.1%              | 0.1%         | 0.0% | 0.0%          | 0.0%  | 0.0%              | 0.0% |      |
| Mitigation Required?                    |              |                        |            | NO                             | NO               | NO                   | NO                  | NO                 | NO                | NO           | NO   | NO            | NO    | NO                | NO   |      |
| Mitigation Vol. Req'd (ac-ft):          |              |                        |            | 0.0                            | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |      |
| Transient State Analysis                |              |                        |            |                                |                  |                      |                     |                    |                   |              |      |               |       |                   |      |      |
| Mitigation Check 1 - >10% of Historical |              |                        |            | 6.4%                           | 10.4%            | 2.9%                 | 2.9%                | 2.9%               | 2.8%              | 2.8%         | 2.6% | 2.6%          | 2.6%  | 2.6%              | 2.6% |      |
| Mitigation Check 2 - > 2.01 AFT:        |              |                        |            | 0.3                            | 0.3              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |      |
| Mitigation Required?                    |              |                        |            | NO                             | NO               | NO                   | NO                  | NO                 | NO                | NO           | NO   | NO            | NO    | NO                | NO   |      |
| Mitigation Vol. Req'd (ac-ft):          |              |                        |            | 0.3                            | 0.3              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               | 0.0  |      |

Figures 6-9 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Northern Simulation.

Figure 6. Data Entry

**ENHANCED GROUND-WATER RIGHTS TRANSFER TOOL**  
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 0

YEAR: 1964

SEASON: WINTER

TRANSFER NAME: Northernmost Well

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | TO CELL | FROM1 CELL | FROM2 CELL | FROM3 CELL |
|--------|---------|------------|------------|------------|
| ROW    | 59      | 61         | 0          | 0          |
| COLUMN | 184     | 183        | 0          | 0          |

| TRIMESTER OF ACTIVITY | TO WELL                    | FROM1 WELL                 |                               | FROM2 WELL                 |                               | FROM3 WELL                 |                               |
|-----------------------|----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                       | Projected Use AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER |
| WIN 1964              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1965              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1965              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1965              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 1966              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 1966              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 1966              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2023              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2023              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2023              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2024              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2024              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2024              | 0.00                       | 6.17                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2025              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2025              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2025              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2026              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2026              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2026              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2027              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2027              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2027              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2028              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2028              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2028              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2112              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2112              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2112              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2113              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2113              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| WIN 2113              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SPR 2114              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |
| SUM 2114              | 6.17                       | 0.00                       | 6.17                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |

Figure 7. Net Transfer Graphs

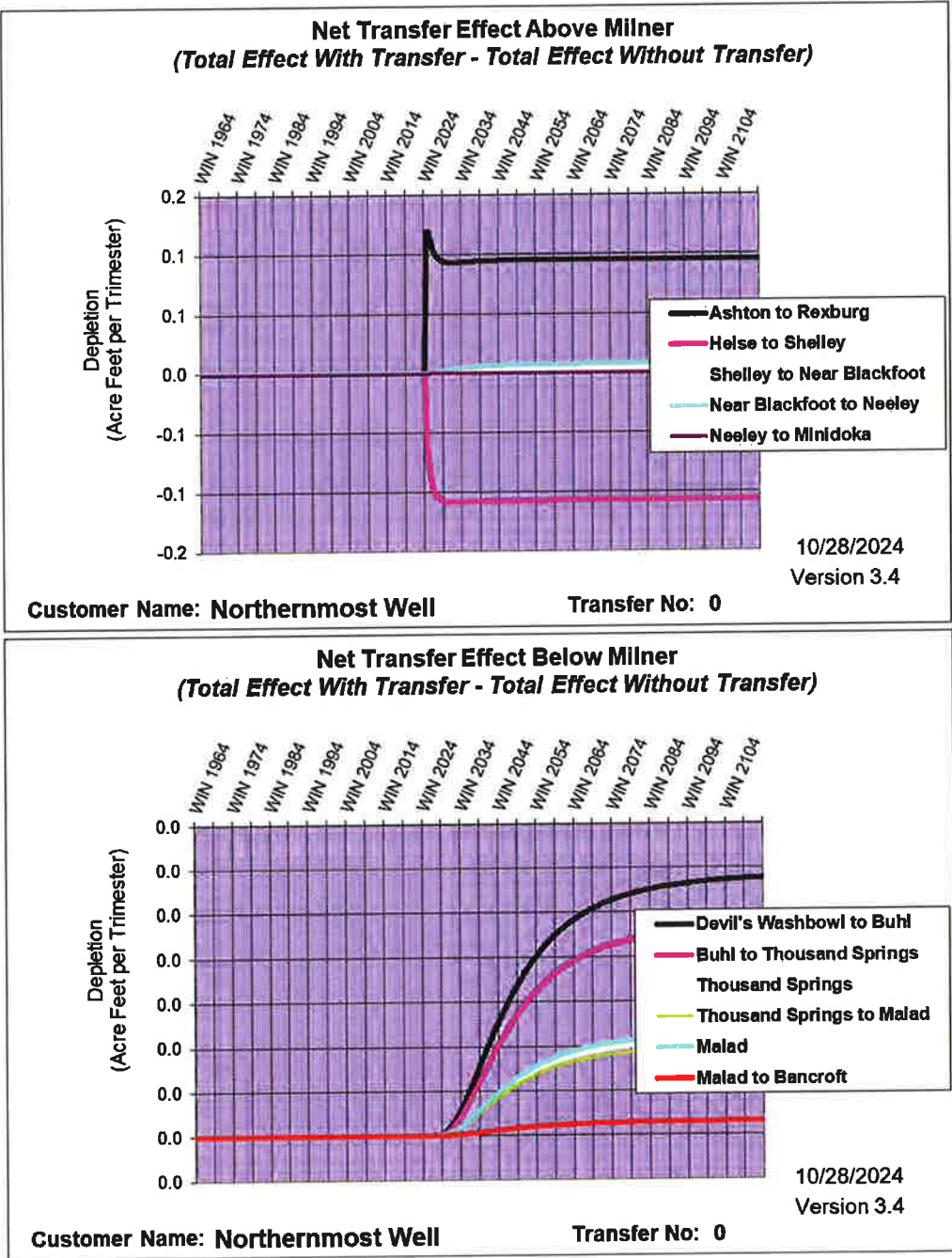


Figure 8. Calculated Effects.

| Net Transfer Effect (AF/four months) |                      |                     |                         |                     |                       |                   |                 |      |                  |       |                      |
|--------------------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-------------------|-----------------|------|------------------|-------|----------------------|
|                                      | Ashton to<br>Rexburg | Heise to<br>Shelley | Shelley to<br>Nr Bickft | Nr Bickft<br>Neeley | Neeley to<br>Minidoka | Dev. Wbl.<br>Buhl | Buhl to<br>Kspr | Kspr | Kspr to<br>Malad | Malad | Malad to<br>Bancroft |
| WIN 1964                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1965                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1966                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1967                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1967                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1967                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SPR 1968                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| SUM 1968                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |
| WIN 1968                             | 0.0                  | 0.0                 | 0.0                     | 0.0                 | 0.0                   | 0.0               | 0.0             | 0.0  | 0.0              | 0.0   | 0.0                  |

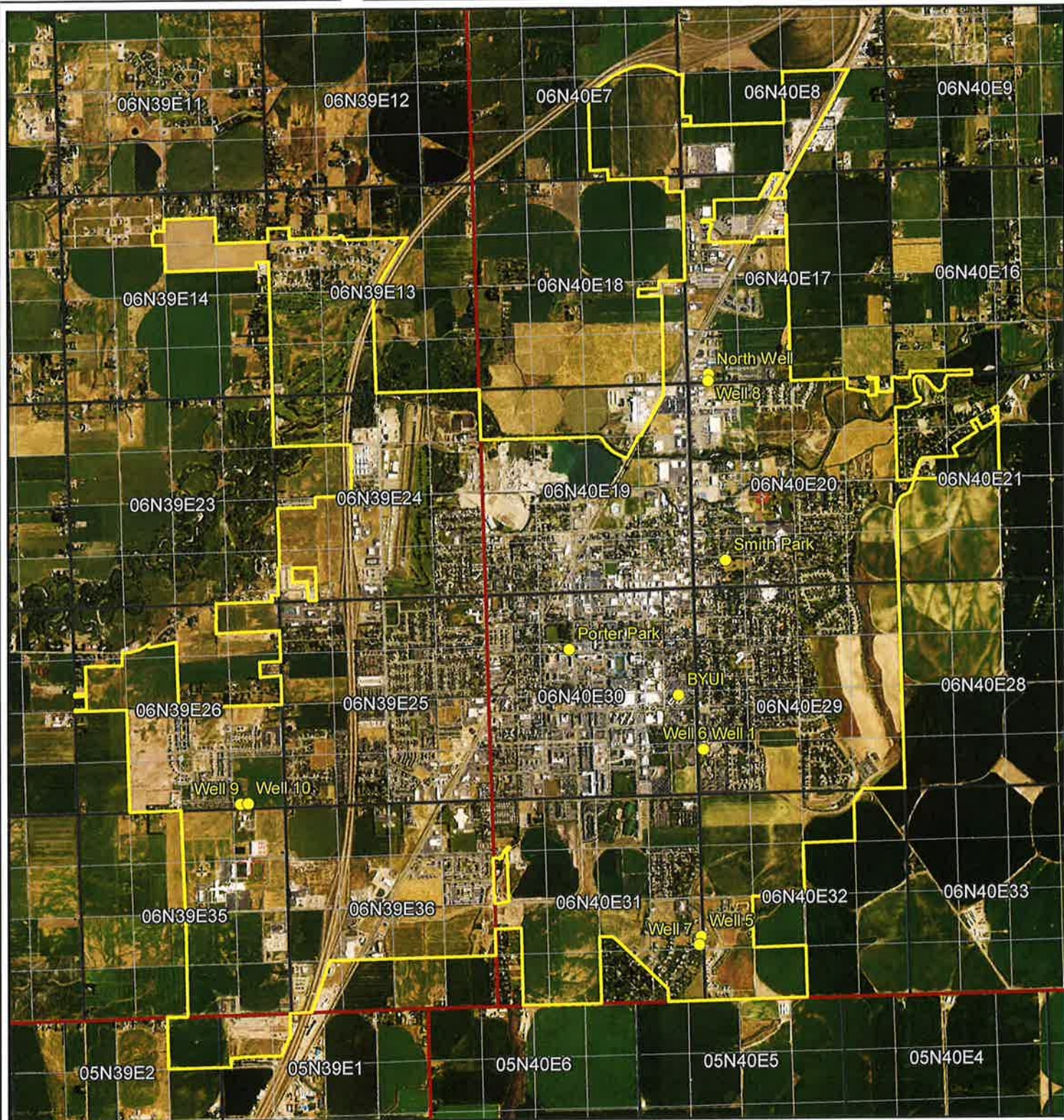
|          |     |      |     |     |     |     |     |     |     |     |     |
|----------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| SPR 2023 | 0.0 | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2023 | 0.0 | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 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 | 0.1 | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2025 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2025 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2026 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2026 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2026 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2027 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2027 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2027 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2028 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2028 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2028 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

|          |     |      |     |     |     |     |     |     |     |     |     |
|----------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| SPR 2111 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2111 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2111 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2112 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2112 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2112 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2113 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2113 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2113 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2114 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2114 | 0.1 | -0.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

|                                             |      |        |      |      |      |      |      |      |      |      |      |       |
|---------------------------------------------|------|--------|------|------|------|------|------|------|------|------|------|-------|
| Enter First Time Step of Transfer: SPR 2025 |      |        |      |      |      |      |      |      |      |      |      |       |
| Match:                                      | 182  | Match: | 456  |      |      |      |      |      |      |      |      |       |
|                                             | AtR  | HtS    | SnB  | NbTn | Nm   | DWtB | BtTS | TS   | TSuM | M    | MtB  | Total |
| sting Effects @ SS (Last Time Step):        | 3.17 | 2.61   | 0.11 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  |
| te - Value of Dep. @ Last Time Step:        | 3.27 | 2.51   | 0.12 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  |
| ansient State (Max Value TimeStep):         | 3.17 | 2.61   | 0.11 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.17  |
| e - Max. Value of Dep. After Transfer:      | 3.28 | 2.57   | 0.12 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.25  |
| Steady State Change:                        | 0.10 | -0.11  | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |
| Transient State Change:                     | 0.11 | -0.04  | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |

Figure 9. Excerpt from Mitigation Analysis Tool

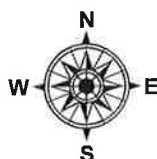
| Key                        | POD Location | Dedicated Vol AFAJ AFT | Model Node | Impact by Reach (AF/Trimester)          |                  |                      |                      |                     |                   |              |               |                   |      |
|----------------------------|--------------|------------------------|------------|-----------------------------------------|------------------|----------------------|----------------------|---------------------|-------------------|--------------|---------------|-------------------|------|
|                            |              |                        |            | Ashlon to Rexburg                       | Reise to Shelley | Shelley to Hix Bluff | Hix Bluff to Neesley | Neesley to Minidoka | Dev. Wbl. To Buhl | Buhl to Kopr | Kopr to Maled | Maled to Bancroft |      |
| Impacts following Transfer |              |                        |            |                                         |                  |                      |                      |                     |                   |              |               |                   |      |
| 960                        | 8S26E-3      | 275.6                  | 91.9       | SP062075                                | 3.17             | 2.61                 | 0.11                 | 0.25                | 0.00              | 0.00         | 0.00          | 0.00              | 0.00 |
| 960                        | 8S26E-3      | 275.6                  | 91.9       | SP066056                                | 3.27             | 2.51                 | 0.12                 | 0.26                | 0.00              | 0.00         | 0.00          | 0.00              | 0.00 |
| Impacts following Transfer |              |                        |            |                                         |                  |                      |                      |                     |                   |              |               |                   |      |
| 960                        | 8S26E-3      | 275.6                  | 91.9       | SP062075                                | 3.17             | 2.61                 | 0.11                 | 0.25                | 0.00              | 0.00         | 0.00          | 0.00              | 0.00 |
| 960                        | 8S26E-3      | 275.6                  | 91.9       | SP066056                                | 3.26             | 2.57                 | 0.12                 | 0.26                | 0.00              | 0.00         | 0.00          | 0.00              | 0.00 |
| Steady State Analysis      |              |                        |            | Mitigation Check 1 - >10% of Historical | 3.0%             | -4.1%                | 3.0%                 | 3.1%                | 3.1%              | 3.0%         | 3.0%          | 3.0%              | 3.0% |
|                            |              |                        |            | Mitigation Check 2 - > 2 AF/T           | 0.1              | -0.1                 | 0.0                  | 0.0                 | 0.0               | 0.0          | 0.0           | 0.0               | 0.0  |
|                            |              |                        |            | Mitigation Check 3 - >10% of Total      | 53.0%            | 40.7%                | 1.9%                 | 4.2%                | 0.1%              | 0.1%         | 0.0%          | 0.0%              | 0.0% |
|                            |              |                        |            | Mitigation Required?                    | NO               | NO                   | NO                   | NO                  | NO                | NO           | NO            | NO                | NO   |
|                            |              |                        |            | Mitigation Vol. Req'd (ac-ft)           | 0.1              | -0.1                 | 0.0                  | 0.0                 | 0.0               | 0.0          | 0.0           | 0.0               | 0.0  |
| Transient State Analysis   |              |                        |            | Mitigation Check 1 - >10% of Historical | 3.6%             | -1.6%                | 3.0%                 | 3.1%                | 3.1%              | 3.0%         | 3.0%          | 3.0%              | 3.0% |
|                            |              |                        |            | Mitigation Check 2 - > 2.01 AF/T        | 0.1              | 0.0                  | 0.0                  | 0.0                 | 0.0               | 0.0          | 0.0           | 0.0               | 0.0  |
|                            |              |                        |            | Mitigation Required?                    | NO               | NO                   | NO                   | NO                  | NO                | NO           | NO            | NO                | NO   |
|                            |              |                        |            | Mitigation Vol. Req'd (ac-ft)           | 0.1              | 0.0                  | 0.0                  | 0.0                 | 0.0               | 0.0          | 0.0           | 0.0               | 0.0  |



Basemap: 2023 NAIP

## Legend

- Proposed POD
- Municipal Boundary
- Twp & Rng
- Section
- QQ



## Attachment #7a. Proposed Locations

Rocky Mountain Water Exchange, LLC

RMEA #24-0175

by: KM

Date: 10/21/2024



**Rocky Mountain**  
**ENVIRONMENTAL**  
ASSOCIATES, INC.

89500



## Attachment #7b. Existing Locations of Water Rights 22-13797 and 22-13958

### Legend

- WtPOD\_22-13797\_13958
- Purchased Acres
- WR 22-13797 and 22-13958 POU
- QQ
- Section

Rocky Mountain Water  
Exchange, LLC  
482 Constitution Way Suite #303  
Idaho Falls, ID 83402-3552  
Transfer Application

Date: 10/28/2024

RMEA #: 24-0175

Drafted by: TK



## Conversion of Nature of Use

*Rocky Mountain Water Exchange, LLC*

Applicant proposes to convert a portion of existing water rights 22-13958 and 22-13797 from irrigation to be used for municipal purposes. The combined total of these water rights is irrigation for 7.5 acre.

Historically, the above listed water rights have most recently been used to irrigate Alfalfa – Less Frequent Cuttings. Using ET-IDWR 2021<sup>1</sup>, and based upon information gathered at the Rexburg Ricks College station (NWS – USC00107644), Alfalfa – Less Frequent Cuttings has a precipitation deficit of 739 mm/year, or 2.42 af/year, for the growing season. **Therefore, 7.5 acre of irrigation water right would convert to a total of 18.5 afa (7.5 ac x 2.42 afa/ac) available for municipal use.**

Excerpts of the ET IDWR 2021 precipitation deficits are included in Figure 1 below.

**Figure 1. ET Values for Alfalfa – less frequent cuttings at Rexburg Ricks College (NWS-USC00107644)**



**ET-IDWR**

Evapotranspiration and Consumptive  
Irrigation Water Requirements  
for Idaho

[Rexburg Ricks College \(NWS -- USC00107644\)](#)  
Statistics based on thirty year normal spans 1989 to 2021 years

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

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

| Alfalfa - less frequent cuttings                                 |        |       |      |      |      |      |      |      |      |      |       |       |                                 |
|------------------------------------------------------------------|--------|-------|------|------|------|------|------|------|------|------|-------|-------|---------------------------------|
| Precipitation Deficit ( <a href="#">Click here for a graph</a> ) |        |       |      |      |      |      |      |      |      |      |       |       |                                 |
|                                                                  | Jan    | Feb   | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov   | Dec   | Growing Season <sup>a</sup>     |
|                                                                  |        |       |      |      |      |      |      |      |      |      |       |       | Non Growing Season <sup>b</sup> |
| Mean <sup>1</sup>                                                | mm/day |       |      |      |      |      |      |      |      |      |       |       | Annual                          |
| Monthly <sup>c</sup>                                             | -0.45  | -0.08 | 0.16 | 0.66 | 3.32 | 5.22 | 5.46 | 4.82 | 3.39 | 1.25 | -0.25 | -0.53 | 739                             |
|                                                                  |        |       |      |      |      |      |      |      |      |      |       |       | -35                             |
|                                                                  |        |       |      |      |      |      |      |      |      |      |       |       | 703                             |

<sup>1</sup> <https://et-idwr.idaho.gov/stcivrstats.py?station=1101&cover=3&stats=Deficit>



(208) 359-3020  
35 North 1<sup>st</sup> East  
Rexburg, ID 83440  
Rexburg.org | Engage.Rexburg.org

October 29, 2024

Idaho Department of Water Resources  
900 N Skyline Dr A  
Idaho Falls, ID 83402

RE: Transfer of Water Rights 22-13958 and 22-13797 (Rocky Mountain Water Exchange, LLC)

To whom it may concern:

The City of Rexburg authorizes the transfer of 7.5 acres of water rights 22-13958 and 22-13797 from B & B Farms to the City of Rexburg and authorizes this portion of the water right be converted to municipal use and diverted through the City's municipal water system.

Please let us know if you have any additional questions.

Respectfully,

A handwritten signature in blue ink that reads "Jerry Merrill". The signature is fluid and cursive, with the first name "Jerry" and last name "Merrill" clearly legible.

Mayor Jerry Merrill

## DEPARTMENT OF WATER RESOURCES

OCT 28 2024

Department of Water Resources  
Eastern Region**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) IRIE Property Holdings, 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 <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #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: Authorization to use City of Rexburg municipal system to deliver water right

OCT 28 2024

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1Name of Applicant(s) IRIE Property Holdings, LLC

Phone \_\_\_\_\_

Mailing address 407 South 3rd East, Rexburg ID, 83440Email sephlindaric@icloud.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 RepresentativeName of Representative Rocky Mountain Environmental Associates, Inc.Phone (208) 524-2353Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402Email 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.

Signature of Applicant or Authorized Representative

Sephlin Hepworth

Print Name and Title if applicable

10/22/24

Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

## A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion☒ Change nature of use☐ Add diversion point(s)☒ Change period of use☒ Change place 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 **Part 1A.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 proposes to convert the described portion of water rights 22-13797 and 22-13958 for municipal purposes to be delivered through the City of Rexburg's municipal 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.**

| 1.                                                                       | Right Number | Amount<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|--------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| <input type="checkbox"/> All or <input checked="" type="checkbox"/> Part | 22-13958     | 0.01                  | Municipal     | 1/1 to 12/31  | Ground water       |
| <input type="checkbox"/> <input checked="" type="checkbox"/>             | 22-13797     | 0.01                  | Municipal     | 1/1 to 12/31  | Ground water       |
| <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 0.02 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 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 # |
|---------------------------------|-----|---|---|---|-----|-----|-----|--------|--------|---------------------|
|                                 |     |   |   |   |     |     |     |        |        |                     |
| See supplemental list attached. |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |
|                                 |     |   |   |   |     |     |     |        |        |                     |

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 |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Municipal Service Area of the City of Rexburg |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                               |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Total Acres (for irrigation use)              |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |

## Ident. No. \_\_\_\_\_

Attachment to: ☐ Application for Permit to Appropriate Water ☒ Application for Transfer\*\* ☐ Adjudication Claim  
☐ Application for Amendment of Permit ☐ Beneficial Use Field Report ☐ Statutory Claim

| New<br>POD?                  | Twp | Rge | Sec | Govt<br>Lot | ¼ | ¼  | ¼  | County  | Source       | Local name or<br>well/diversion tag # |
|------------------------------|-----|-----|-----|-------------|---|----|----|---------|--------------|---------------------------------------|
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | NORTH WELL                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 17  |             |   | SW | SW | MADISON | GROUND WATER | WELL 8                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 20  |             |   | SW | SW | MADISON | GROUND WATER | SMITH PARK                            |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 1                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 29  |             |   | SW | SW | MADISON | GROUND WATER | WELL 6                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | SE | NW | MADISON | GROUND WATER | PORTER PARK                           |
| <input type="checkbox"/> Yes | 6N  | 40E | 30  |             |   | NE | SE | MADISON | GROUND WATER | BYUI                                  |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 5                                |
| <input type="checkbox"/> Yes | 6N  | 40E | 31  |             |   | NE | SE | MADISON | GROUND WATER | WELL 7                                |
| <input type="checkbox"/> Yes | 6N  | 39E | 26  |             |   | SE | SE | MADISON | GROUND WATER | WELL 9                                |
|                              | 6N  | 39E | 26  |             |   | SE | SE | MADISON | GROUND WATER | WELL 10                               |

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.

[illegible]

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:  
The City has 10 active municipal wells and 1 well that is under construction that connects to a series of mainlines for delivery. Each of the City's wells have existing measuring devices and lockable controlling works.

- b. Who owns the property at the point(s) of diversion? The City of Rexburg and BYU-Idaho.  
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:  
See the attached authorization letter from the City. The City also leases the BYUI well, which is located on property owned by BYUI. This well is included as a POD in the application since the City has a current lease.

- 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, or authorized to be irrigated will be dried up and will no longer receive irrigation water from this water right.

- 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:  
Proposed POU/POD: City of Rexburg municipal water rights share the same delivery system.  
Existing POU/POD: Right 22-13746 is an enlargement right that pertains to a different POU. This has not been delivered for many years.

- 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:

NA

## Water Right Report : 22-13797( Decreed/Active)

### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 3/4/1974  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 11/01 | 0.63 CFS       | 269.20 AFA |
| <b>TOTAL</b>   |       |       | 0.63 CFS       | 269.20 AFA |

### Places of Use



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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

Total Acres    Acre Limit  
 130.30

### Conditions

#### Code    Conditions

- X35    Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- R05    Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

### Dates

Licensed Date :  
 Decead Date : 4/6/2010  
 Permit Proof Due Date :  
 Permit Proof Made Date :  
 Permit Approved Date :  
 Permit Moratorium Expiration Date :  
 Enlargment Use Priority Date :  
 Enlargement Statute Priority Date :  
 Application Received Date:  
 Protest Deadline Date:

### Other Information

State or Federal : S  
 Water District Number : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

8/6/2024



Close

## Water Right Report : 22-13958( Decreed/Active)

### Water Right Owners

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 1/25/1965  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 10/31 | 1.36 CFS       | 456.00 AFA |
| <b>TOTAL</b>   |       |       | 1.36 CFS       | 456.00 AFA |

### Places of Use

Page 1 of 1

Page 1 of 1

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 24  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

### Irrigation Totals

| Total Acres | Acre Limit |
|-------------|------------|
| 130.30      |            |

### Conditions

#### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.36 cfs, and a total annual maximum diversion volume of 577.3 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- 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 place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

### Dates

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit :  
 Combined Volume Limit: 619.70  
 Combined Rate Limit: 1.46  
 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

8/6/2024





## 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 24 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 **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **IRIE Property Holdings, LLC**, whose address is 407 South 3<sup>rd</sup> East., Rexburg, ID 83440 (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. 22-13797 and 22-13958 (the "Water Right"), which were decreed on April 6, 2010 and April 30, 2010 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with priority dates of March 4, 1974 and January 25, 1965, respectively. The current description of the Water Right is 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 acre of the Water Right. Buyer has agreed to purchase 1.0 acre 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:

|                  |               |
|------------------|---------------|
| Water Right No.: | 22-13797      |
| Purpose:         | Irrigation    |
| Priority:        | March 4, 1974 |

### AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LRH JDH DATE: 24 Sept 2024 PAGE 1 OF 17

Quantity (Diversion Rate): 0.01 cfs of the total authorized 0.63 cfs  
 Quantity (Volume): 2.1 acre-feet per annum  
 Place of Use (Acreage): 1.0 acre of the 130.3 authorized acres identified on Exhibit 2.

Water Right No.: 22-13958  
 Purpose: Irrigation  
 Priority: January 25, 1965  
 Quantity (Diversion Rate): 0.01 cfs of the total authorized 1.36 cfs  
 Quantity (Volume): 3.5 acre-feet per annum  
 Place of Use (Acreage): 1.0 acre of the 130.3 authorized acres identified on Exhibit 2.

Combined Elements of 22-13797 + 22-13958  
 Quantity (Diversion Rate): 0.02 cfs  
 Quantity (Volume): 3.5 acre-feet per annum  
 Place of Use (Acreage): 1.0 acre identified on Exhibit 2.

The above-described portions of the Water Rights are 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. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Pioneer Title Co., 1655 Elk Creek Dr. #100, Idaho Falls, ID 83401 earnest money in the amount of [REDACTED] (the "Earnest Money"). 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.

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

BUYER AND SELLER'S INITIALS: LYL JDL DATE: 24 Sept 2024 PAGE 2 OF 17

6. Transfer Contingencies.

- (a) Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. 22-13746, 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. 22-13746.
- (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 Seller 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 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.

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LSL JDH DATE: 24 Sept 2024 PAGE 3 OF 17

- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Co., 1655 Elk Creek Dr. #100, Idaho Falls, ID 83401, or another location mutually agreed by the Parties.
- (c) Documents to be delivered at Closing.
- (1) 
- (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 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.

# AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LJL / JKH DATE: 24 Sept 2024 PAGE 4 OF 17

- (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.
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]
  - (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

# AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DR / JH DATE: 24 Sept 2024 PAGE 5 OF 17

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 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

Buyer DOES NOT want to be introduced to Seller client's property and

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

BUYER AND SELLER'S INITIALS: LRD / JDH DATE: 24 Sept 2024 PAGE 6 OF 17

JDH  
Initials

hercby 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 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:

Seller

Rocky Mountain Water Exchange, LLC  
482 Constitution Way Suite 303  
Idaho Falls, ID 83402  
Email: rog.rmea@gmail.com

Buyer

IRIE Property Holdings, LLC  
407 South 3<sup>rd</sup> East  
Rexburg, ID 83440  
Email:

Seller's Representative

W. Roger Warner  
Rocky Mountain Water Exchange, LLC  
482 Constitution Way Suite 303  
Idaho Falls, ID 83402  
Email: rog.rmea@gmail.com

Buyer's Representative

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: JDH DATE: 24 Sept 2024 PAGE 7 OF 17

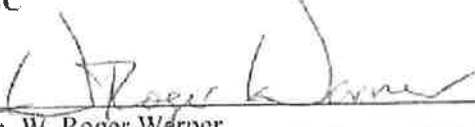
of all such rights and remedies may be exercised at the same time or separately as desired.

- (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.

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

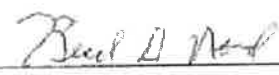
**"SELLER"**

**ROCKY MOUNTAIN WATER EXCHANGE,  
LLC**

  
By: W. Roger Warner  
Its: Managing Member

**"BROKER"**

**KELLER WILLIAMS EAST IDAHO**

  
By: Reed D. Nord,  
Its: Agent for Broker

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

BUYER AND SELLER'S INITIALS: LLC DD DATE: 24 Sept 2024 PAGE 8 OF 17

**"BUYER"**

**IRIE PROPERTY HOLDINGS, LLC**

By: \_\_\_\_\_ Jay Davis Hepworth  
Its: Managing Member

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

BUYER AND SELLER'S INITIALS: LSH JDH DATE: 24 Sept 2024 PAGE 9 OF 17

# Exhibit 1 The "Water Right"

## Water Right Report : 22-13797( Decreed/Active)

### Water Right Owners

| Owner Type    | Name            | Address                          | City    | State | Postal Code |
|---------------|-----------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT | CAMPBELL AW CMTD PO BOX 1711538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS     | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

### Water Right Status

Priority Date : 3/4/1974  
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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

### Water Uses

| Beneficial Use | From To       | Diversion Rate | Volume     |
|----------------|---------------|----------------|------------|
| IRRIGATION     | 04/01 - 11/01 | 0.63 CFS       | 269.20 AFA |
| TOTAL          |               | 0.63 CFS       | 269.20 AFA |

### Paces of Use

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

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 06N      | 40E   | 32      |     |     | NE | NW | 35    |
| 06N      | 40E   | 32      |     |     | NW | NW | 35    |
| 06N      | 40E   | 32      |     |     | SW | NW | 35    |
| 06N      | 40E   | 32      |     |     | SE | NW | 24    |
| 06N      | 40E   | 32      |     |     | NW | SW | 0.3   |

### Irrigation Totals

Total Acres Acre Limit  
130.30

### Conditions

#### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the field headgate, and the irrigation of 130.3 acres.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LDL JDH DATE: 24 Sept 2024 PAGE 10 OF 17

- 214 Prior to the diversion and use of water under Transfer approval 85773, the right holder shall install and maintain acceptable measuring devices (i) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved device from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 215 Upon specific notification of the Department, the right holder shall install and maintain data logging in record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- 216 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 1.5 cfs at the field headgate for irrigation of the place of use.
- 217 This right does not grant any right-of-way or easement across the land of another.
- 218 The right holder shall accept and the change authorized by this transfer within one year of the date of this approval.
- 219 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- 220 Pursuant to Idaho Code 42-1412(5) this water right is subject to such general provisions necessary for the definition of the right(s) or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

#### Dates

Licensed Date :  
 Decreed Date : 4/6/2010  
 Permit Proof Due Date :  
 Permit Proof Made Date :  
 Permit Approval Date :  
 Permit Modification 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 : 100  
 General Max Rate Per Acre : 0  
 General Max Multiple Per Acre : 0  
 Civil Case Number  
 Decree Plaintiff :  
 Decree Defendant :  
 Swan Falls Trust or Nontrust  
 Swan Falls Designated :  
 DLE Act Number :  
 Carg Act Number :  
 Allocation Plan, False

IDAHO DEPARTMENT OF WATER RESOURCES

9/17/2024

© 2021 - IdahoISearch - IDWR

### AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DRS/SDH DATE: 24 Sept 2024 PAGE 11 OF 17

89500

## Water Right Report : 22-13958( Decreed/Active)

## Water Right Owners

| Owner Type    | Name        | Address                           | City    | State | Postal Code |
|---------------|-------------|-----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | 600 BRADLEY IEN 45N 250N S 5300 W | REXBURG | ID    | 83440       |

## Water Right Status

Priority Date : 1/25/1965  
 Basis : Decreed  
 Status : Active

## Water Source

| Source      | Source Qualifier | Tributary | Tributary Qualifier |
|-------------|------------------|-----------|---------------------|
| GROUNDWATER |                  |           |                     |

## Points Of Diversion (Location)

| Source      | Township | Range | Section | Govt. Lot | QQQ | QQ | Q  | County  | Diversion Type |
|-------------|----------|-------|---------|-----------|-----|----|----|---------|----------------|
| GROUNDWATER | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

## Water Uses

| Beneficial Use | From To     | Diversion Rate | Volume     |
|----------------|-------------|----------------|------------|
| IRRIGATION     | 04/01 10/31 | 1.36 CFS       | 456.00 AFA |
| TOTAL          |             | 1.36 CFS       | 456.00 AFA |

## Places of Use

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

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 06N      | 40E   | 32      |     | SE  | NW | SW | 35    |
| 06N      | 40E   | 32      |     | NW  | NW | SW | 36    |
| 06N      | 40E   | 32      |     | SW  | NW | SW | 35    |
| 06N      | 40E   | 32      |     | SE  | NW | SW | 34    |
| 06N      | 40E   | 32      |     | NW  | SW | SW | 0.3   |

## Irrigation Totals

Total Acres : 130.30  
 130.30

## Conditions

## Code Conditions

- X35 Rights 22-13787 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 456 af at the head headgate, and the irrigation of 130.3 acres
- X35 Rights 22-13745 and 22-13958 when combined shall not exceed a total diversion rate of 1.36 cfs, and a total annual maximum diversion volume of 527.3 af at the head headgate

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LRL / JDH DATE: 24 Sept 2024 PAGE 12 OF 17

- PP5 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.
- 214 Prior to the diversion and use of water under Transfer approval #6273, the right holder shall install and maintain access/easement (including delivery) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- R01 Right No. 72-11748 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- R03 This right when combined with all other rights shall provide no more than 6.02 cfs per acre nor more than 3.5 cfs per acre at the field headgate for irrigation at the place of use.
- R04 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind an approval of this transfer.
- T09 Pursuant to Idaho Code § 42-1414(2)(b), this water right is subject to such general provisions necessary for the definition of the right set for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final court of decision entered 08/26/2014.

## Dates

Licensed Date:  
 Quered Date: 4/30/2010  
 Permit Proof Due Date:  
 Permit Proof Made Date:  
 Permit Approved Date:  
 Permit Administration 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: 100  
 Generic Max Rate Per Acre: 0  
 Generic Max Volume Per Acre: 0  
 Combined Acre Limit:  
 Combined Volume Limit: 618,70  
 Combined Rate Limit: 2.46  
 Civil Case Number:  
 Decree Plaintiff:  
 Decree Defendant:  
 Swan Falls Trust or Beneficiary:  
 Swan Falls Disposed:  
 DLE Act Number:  
 Eury Act Number:  
 Mitigation Price: False

IDaho DEPARTMENT OF WATER RESOURCES

9/17/2024

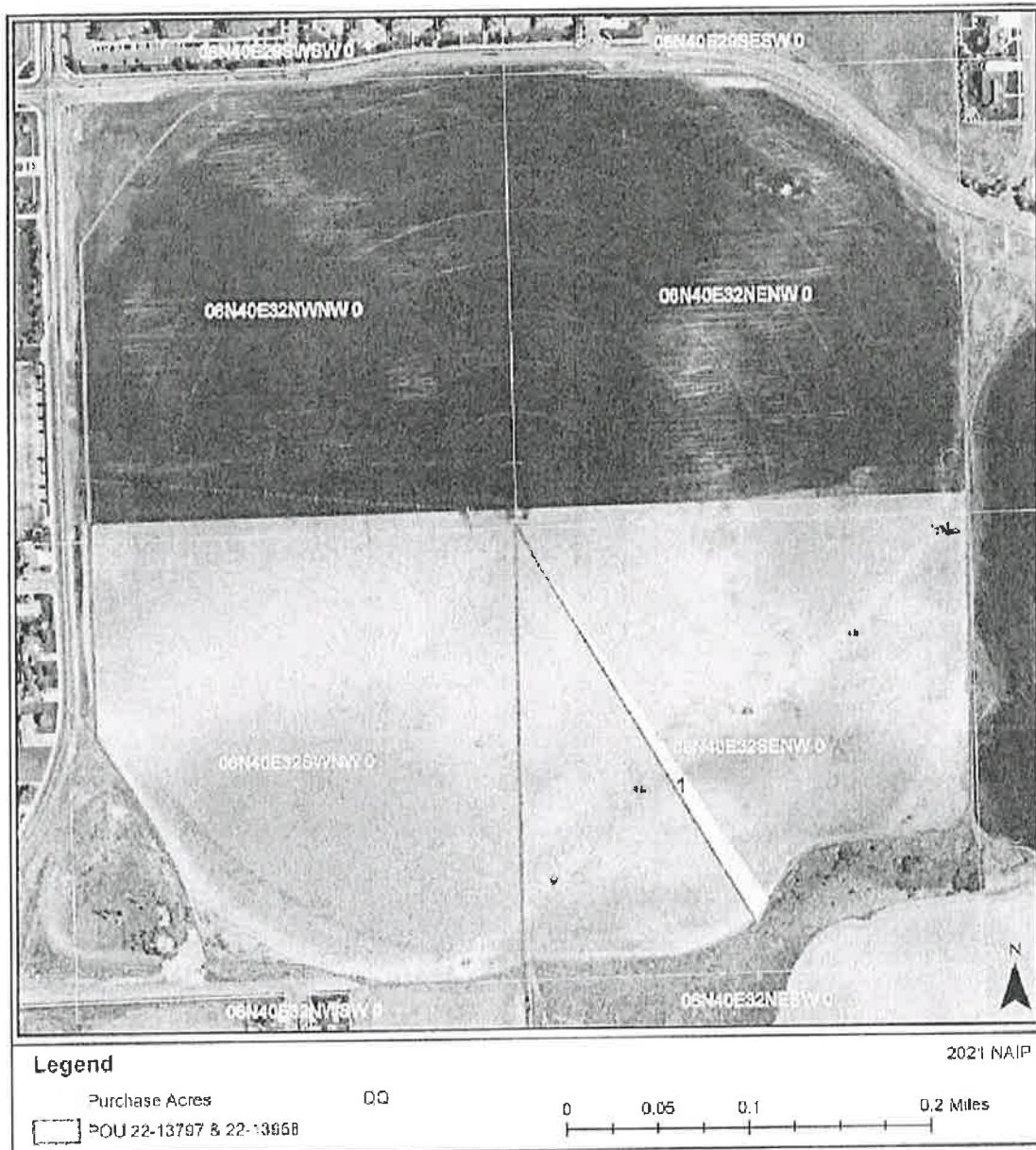
© 2023 - ExternalSearch - E203

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LSR / JDA DATE: 24 Sept 2024 PAGE 13 OF 17

89500

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



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

BUYER AND SELLER'S INITIALS: LSL JDH DATE: 24 Sept 2024 PAGE 14 OF 17

**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**

**BRADLEY B. JENSEN**, dba **B & B FARMS**, whose address is 5975 West 3800 South, Rexburg, Idaho 83440 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **IRIE PROPERTY HOLDINGS, LLC**, whose address is 407 South 3<sup>rd</sup> East, Rexburg, Idaho 83440 (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 \_\_\_\_\_, 2024.

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

BUYER AND SELLER'S INITIALS: LR / JH DATE: 24 Sep 2024 PAGE 15 OF 17

"GRANTOR"

B&B FARMS

\_\_\_\_\_  
Bradley B. Jensen, Managing Member

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

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_.

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LR / JDH DATE: 24 Sept 2024 PAGE 16 OF 17

89500

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

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

BUYER AND SELLER'S INITIALS: LSK / JDA DATE: 24 Sept 2004 PAGE 17 OF 17

**ROCKY MOUNTAIN WATER EXCHANGE, LLC  
NET WATER RIGHT LISTING CONTRACT  
WITH EXCLUSIVE RIGHT TO SELL**

THIS NET WATER RIGHT LISTING CONTRACT WITH EXCLUSIVE RIGHT TO SELL (this "Agreement") is made and entered to be effective as of the 11 day of November 2022 (the "Effective Date"), by and between the following parties:

1. **B & B Farms, c/o Bradley G. Jensen**, whose address is 2509 S 5500 W, Rexburg, ID 83440 (hereinafter "Seller"); and
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Exchange"); and
3. **Keller Williams Realty East Idaho**, an Idaho limited liability partnership acting on behalf of Exchange, 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 the "Broker").

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

**RECITALS:**

- A. Seller owns Water Right Nos. 22-13958 and 22-13797, (collectively the "Water Right") which were decreed on April 30, 2010 and April 6, 2010, respectively in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority dates of January 25, 1965 and March 4, 1974. The current description of the Water Right is 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 the [ ☒ ] entire above-identified water right or [ ☐ ] a \_\_\_\_\_-acre portion of the water right. If a portion is designated for sale, such portion is described on **Exhibit 2** attached hereto and the specific acres of the water right portion Seller desires to sell are depicted on the map attached as **Exhibit 3**. Whether the entire above-described water right or a portion thereof is designated for sale, either is referred to hereinafter in this Agreement simply as the "Water Right".<sup>1</sup>

<sup>1</sup> If a portion of the water right identified in Recital A is designated for sale under this Agreement, Seller reserves and retains unto Seller all remaining portions of said water right and any other water rights and/or water entitlements (i.e., shares in a canal company or irrigation district acres) that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests are included in this Agreement.

- C. Seller [ ] HAS NOT historically used any other water entitlements or other supply (such as water from a canal company or irrigation district) to irrigate the place of use or any portion thereof of the place of use described on the Water Right or [ ] HAS historically used another water supply to irrigate the place of use or any portion thereof of the place of use described on the Water Right, with such other water supply described as follows:
- 
- D. A legally necessary step associated with the sale of Idaho water rights to others for use on their property or properties is to change one or more certain elements of such water rights<sup>2</sup> pursuant to Idaho Code § 42-222 and its associated IDWR memoranda and other binding authority. The administrative process to amend water rights in Idaho is called a "transfer."
- E. Water right transfers are complicated because they are subject to consistently changing policies and procedures of the Department.<sup>3</sup> Water right transfers are also uncertain because transfer applications are advertised to allow for protests against the application. A protest triggers a contested case proceeding before a hearing officer of the Department.
- F. Transfers of the point(s) of diversion of ground water rights within or close to the Eastern Snake Plain Aquifer (the "ESPA") also require "an attachment with the application that sets forth the time series of calculated depletions (transient to steady-state) to reaches of the Snake River that are hydraulically-connected to the ESPA using or based on the department's current ground water model for the ESPA, or other equivalent analysis acceptable to the department." *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, at 12 (hereinafter the "Transfer Memo"). The Excel<sup>®</sup> spreadsheet-based interface that runs IDWR's most recent iteration of its ground water model (ETRAN) is called the "Transfer Tool."<sup>4</sup>
- G. Because of the complexity associated with water right transfers, Exchange is engaged in the business of matching sellers of water rights with interested buyers of water rights where the water rights are capable of being transferred to a buyer's place of use or for a buyer's desired purposes. Under the provisions of this Agreement, Seller desires to designate a minimum purchase price it desires to receive for the Water Right, and to authorize Exchange to market the Water Right and perform other necessary work for potential buyers to enter into a contract to purchase the Water Right.

<sup>2</sup> These elements are point of diversion, place of use, period of use, and nature of use.

<sup>3</sup> IDWR describes these policies and procedures in various written memoranda which are subject to amendment and updating. See, e.g., *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, available at <http://www.idwr.idaho.gov/files/water-rights/transfer-process-24-transfer-processing-policies-and-procedures.pdf> (last visited October 11, 2018).

<sup>4</sup> In the event a model run using the Transfer Tool results in increased impacts to any reach of the Snake River less than 10% of the evaluated water right's historical impact to any one of the Snake River reaches (during either the transient or steady-state time periods), or if the impacts are more than 10% of historical impact but less than or equal to two acre-feet per trimester in magnitude (again during either the transient or steady-state time periods), the transfer will continue to be processed by the Department. Conversely, if either one of these parameters is not satisfied through use of the Transfer Tool, IDWR will not process the transfer application unless full mitigation of these impacts (generally through drying up acres and giving up water rights or water right portions) is proposed in the transfer application.

H. Accordingly, the Parties hereby agree as follows.

### AGREEMENTS:

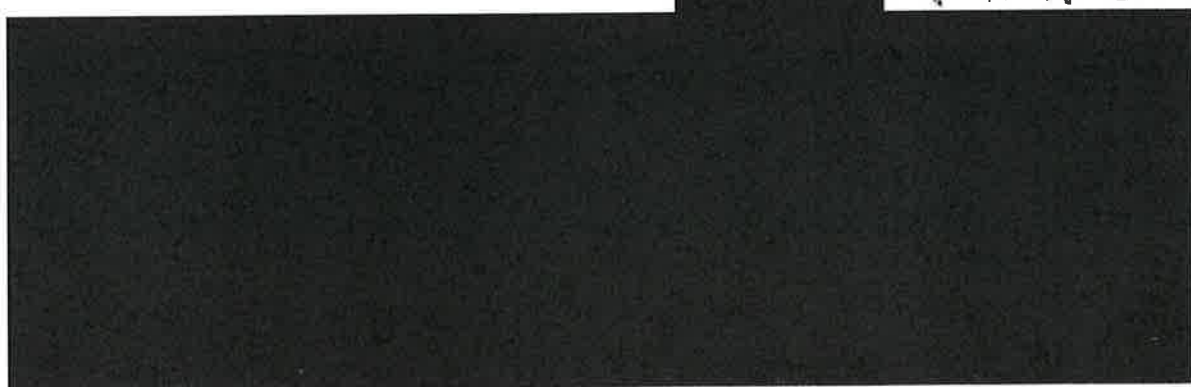
#### 1. EXCLUSIVE RIGHT TO SELL.

Seller hereby authorizes Exchange to sell the Water Right upon the terms and conditions set forth in this Agreement and grants Exchange the exclusive right to sell the Water Right during the term identified in paragraph 2 herein. Seller agrees to conduct all negotiations to sell the Water Right through Exchange, and to refer to Exchange all inquiries or leads received in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the Term.

#### 2. TERM OF AGREEMENT.

The term of this Agreement shall commence on 11-11-22 and shall expire at 11:59 p.m. on 11-15-24 (the "Term") unless renewed or extended by the Parties in writing. Provided, however, that the Term shall automatically extend if the Water Right, or a portion thereof, is subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof. This automatic extension does not apply to any portion of the Water Right that is not subject to an existing purchase and sale agreement and/or there is a filed transfer or transfers of the Water Right or any portion thereof.

#### 3. DESIGNATION OF PURCHASE PRICE.



In the event any of the transfers of the Water Right are protested by a third party, and there is a proposal or discussion of a proposal where, in exchange for a stipulation to allow some portion of the Water Right to be approved for transfer, there is a proposal to (1) sell a portion of the Water Right at a reduced price to the protestant; (2) designate some of the Water Right portion described in the transfer as mitigation acres that will be dried up; or (3) any other scenario that affects the number of acres that will be approved under the protested transfer, Seller and Exchange agree to negotiate, in good faith, an amendment to this Agreement to

address such proposals to resolve the protested transfer(s), including a possible reduction in the Purchase Price per acre or other allocation of expenses associated with the transfer protest resolution.

#### 4. SELLER 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 has good marketable title to the Water Right in fee simple or discloses that the Water Right is subject to the following liens, encumbrances, or other title defects: (list each lien holder's name, address and account number, if known: *(write NONE if there are no liens or encumbrances and initial on right side of contract: None*)  


---


---


---
- (b) **Removal of Liens and Encumbrances.** Seller (at its expense) shall remove all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing. Additionally, Seller authorizes Exchange to request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action because of any undisclosed liens, encumbrances, or title defects.
- (c) **Conveyance.** At Closing, Seller shall then convey the 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**. Accordingly, Seller agrees to obtain a partial release of mortgage from any lien holder(s) prior to Closing.
- (d) **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.
- (e) **Not Forfeited.** No portion of the Water Right has been forfeited through five years of nonuse or abandoned in whole or in part, unless the Water Right has been protected through an acceptable method under Idaho law and/ IDWR standards.
- (f) **Entity Representation.** If Seller is a corporation, limited liability company, partnership, or other form of entity other than an individual, the undersigned represents and warrants that it is an agent of Seller and is authorized and empowered by the Seller to execute this Agreement on behalf of the Seller.

- (g) 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.

## 5. EXCHANGE REPRESENTATIONS AND WARRANTIES.

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform buyer's obligations hereunder. The undersigned represents and warrants that it is an agent of Exchange and is authorized and empowered by Exchange to execute this Agreement on behalf of Exchange.
- (b) Exchange's Due Diligence. Exchange and Exchange's consultants have had a full opportunity to review all documents, records and other information made available to Exchange by Seller and/or otherwise reasonably available to Exchange 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 Exchange and/or a potential buyer, and the suitability or fitness of the Water Right for Exchange's intended purposes
- (c) Escrow Account. Exchange is authorized to accept, give receipt for, and hold all funds paid or deposited. Deposits will be held in an escrow account of Pioneer Title Company. In the event of any escrow deposit dispute, and Exchange is in doubt as to the disbursement of escrow funds, Exchange shall have the right to release the money to a Court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute, but in no case will the action waive the Seller's responsibility of the payment of Exchange's compensation to Exchange.

## 6. WARRANTIES TO SURVE 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.

## 7. CLOSING.

- (a) Multiple Closings. Seller understands and acknowledges that Exchange may contract to sell portions of the Water Right to buyers, and as a result, there may be multiple closings under this Agreement. The provisions set forth below apply to all closings associated with the Water Right or portions thereof.
- (b) Closing Date. Once IDWR issues a transfer approval associated with the Water Right or any portion thereof (that Exchange has under contract to purchase the Water Right or any portion thereof) that is acceptable to a buyer, then closing on the Water Right with Seller (the "Closing") shall occur within 28 days after the date

of the transfer approval at a date and time agreed to by the parties, but if no date and time can be agreed upon, then Closing shall occur at 10:00 a.m. 28 days after the transfer approval. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.

- (c) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
  - (1) At Closing, Exchange shall deliver the Purchase Price.
  - (2) At Closing, Seller shall deliver to Exchange, or, if a simultaneous closing is preferred by Exchange, to the buyer of the Water Right or any portion thereof, the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 4** for the Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of preparing and recording the Deed shall be paid by Buyer. All other closing fees shall be paid by Exchange and/or a buyer of the Water Right or portion thereof. All other expenses not specifically referenced in this Agreement but related to the transfer or transfers 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.

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.

#### 9. INQUIRIES.

Seller agrees to refer to Exchange all inquiries from brokers or others interested in the Water Right. Seller gives Exchange the sole and exclusive control of the sale of the Water Right from this date and further binds himself not to interfere in the sale of the Water Right during the term of this contract, and any extensions hereof.

#### 10. MARKETING EFFORTS.

Exchange does not guarantee the sale of the Water Right, or any portion thereof. Exchange will engage in commercially reasonable efforts to market the Water Right for sale to potential buyers.

## 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) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (g) 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.
- (h) Essence of Time. Time is of the essence in this Agreement.

## 12. REPRESENTATION CONFIRMATION.

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the Broker/Exchange involved had the following relationship(s) with the BUYER(S) and SELLER(S).

## Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

## Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER (S) is acting as a LIMITED DUAL AGENT for the SELLER (S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER (S).
- ☒ D. The brokerage working with the SELLER (S) is acting as a NONAGENT for the SELLER (S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

## 13. STATEMENT OF UNDERSTANDING.

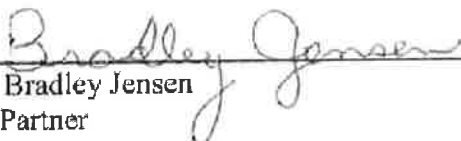
If you do not understand any statement in this Agreement, do not sign below. If you understand this Agreement, initial here: \_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on Effective Date.

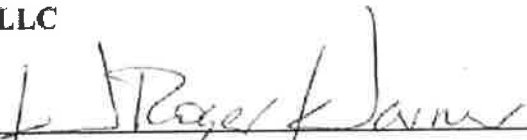
**"SELLER"**

**B & B FARMS**

  
By: Bradley Jensen  
Its: Partner  
horizon ag farms@hotmail.com

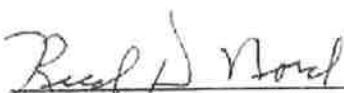
**"BUYER"**

**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

# EXHIBIT 1

## WATER RIGHT REPORT

### Water Right Report : 22-13797( Decreed/Active)

#### Water Right Owners

| Owner Type    | Name              | Address                          | City    | State | Postal Code |
|---------------|-------------------|----------------------------------|---------|-------|-------------|
| Attorney      | CAMPBELL, SCOTT L | CAMPBELL LAW CHTD PO BOX 170538  | BOISE   | ID    | 83717       |
| Current Owner | B & B FARMS       | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

#### Water Right Status

Priority Date : 3/4/1974  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

#### Water Uses

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 11/01 | 0.68 CFS       | 289.90 AFA |
| <b>TOTAL</b>   |       |       | 0.68 CFS       | 289.90 CFS |

#### Places of Use

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

| Township | Range | Section | Lot | QQQ | QQ | Q   | Acres |
|----------|-------|---------|-----|-----|----|-----|-------|
| 06N      | 40E   | 32      |     | NE  | NW | 35  |       |
| 06N      | 40E   | 32      |     | NW  | NW | 36  |       |
| 06N      | 40E   | 32      |     | SW  | NW | 35  |       |
| 06N      | 40E   | 32      |     | SE  | NW | 34  |       |
| 06N      | 40E   | 32      |     | NW  | SW | 0.3 |       |

#### Irrigation Totals

Total Acres: Acre Limit  
 140.30

#### Conditions

##### Code Conditions

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- R03 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afu per acre at the field headgate for irrigation of the place of use.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(5), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

**Dates**

Licensed Date :  
 Decreed Date : 4/6/2010  
 Permit Proof Due Date :  
 Permit Proof Made Date :  
 Permit Approved Date :  
 Permit Monitoring 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 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

11/3/2022

© 2021 - External Search - Private

**Water Right Report : 22-13958( Decreed/Active)****Water Right Owners**

| Owner Type    | Name        | Address                          | City    | State | Postal Code |
|---------------|-------------|----------------------------------|---------|-------|-------------|
| Current Owner | B & B FARMS | C/O BRADLEY JENSEN 2509 S 5500 W | REXBURG | ID    | 83440       |

**Water Right Status**

Priority Date : 1/25/1965  
 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 | 06N      | 40E   | 32      | 0         | SE  | NW | SW | MADISON |                |

**Water Uses**

| Beneficial Use | From  | To    | Diversion Rate | Volume     |
|----------------|-------|-------|----------------|------------|
| IRRIGATION     | 04/01 | 10/31 | 1.46 CFS       | 491.00 AFA |
| <b>TOTAL</b>   |       |       | 1.46 CFS       | 491.00 CFS |

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

| Township | Range | Section | Lot | QQQ | QQ | Q  | Acres |
|----------|-------|---------|-----|-----|----|----|-------|
| 06N      | 40E   | 32      |     |     | NE | NW | 35    |
| 06N      | 40E   | 32      |     |     | NW | NW | 36    |
| 06N      | 40E   | 32      |     |     | SW | NW | 35    |
| 06N      | 40E   | 32      |     |     | SE | NW | 34    |
| 06N      | 40E   | 32      |     |     | NW | SW | 0.3   |

**Irrigation Totals**

Total Acres: Acre Limit:  
 140.30

**Conditions****Code Conditions**

- X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the irrigation of 140.3 acres.
- X35 Rights 22-13746 and 22-13958 when combined shall not exceed a total diversion rate of 1.46 cfs, and a total annual maximum diversion volume of 619.7 af at the field headgate.
- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

- 214 Prior to the diversion and use of water under Transfer approval 86273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afu per acre at the field headgate for irrigation of the place of use.
- O04 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights and for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 06/26/2014.

#### Dates

Licensed Date :  
 Decreed Date : 4/30/2010  
 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 : 100  
 Generic Max Rate Per Acre : 0  
 Generic Max Volume Per Acre : 0  
 Combined Acre Limit :  
 Combined Volume Limit : 619.70  
 Combined Rate Limit : 1.46  
 Civil Case Number :  
 Decree Plaintiff :  
 Decree Defendant :  
 Swan Falls Trust or Nontrust :  
 Swan Falls Dismissed :  
 DUE Act Number :  
 Cury Act Number :  
 Mitigation Plan : False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

© 2021 - ExternalSearch - [Privacy](#)

**EXHIBIT 4****SPECIAL WARRANTY DEED FOR WATER RIGHT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Rocky Mountain Water Exchange LLC  
482 Constitution Way Ste 303  
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

**SPECIAL WARRANTY DEED FOR WATER RIGHTS**

\_\_\_\_\_[NAME OF SELLER], \_\_\_\_\_[TYPE OF  
ENTITY], whose address is \_\_\_\_\_[ADDRESS]  
(hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto  
\_\_\_\_\_[NAME OF BUYER], \_\_\_\_\_  
[TYPE OF ENTITY], 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\_\_\_\_.

**“GRANTOR”**

\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

**EXHIBIT A**

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

## Eastern Snake Plain Aquifer Modeling Analysis

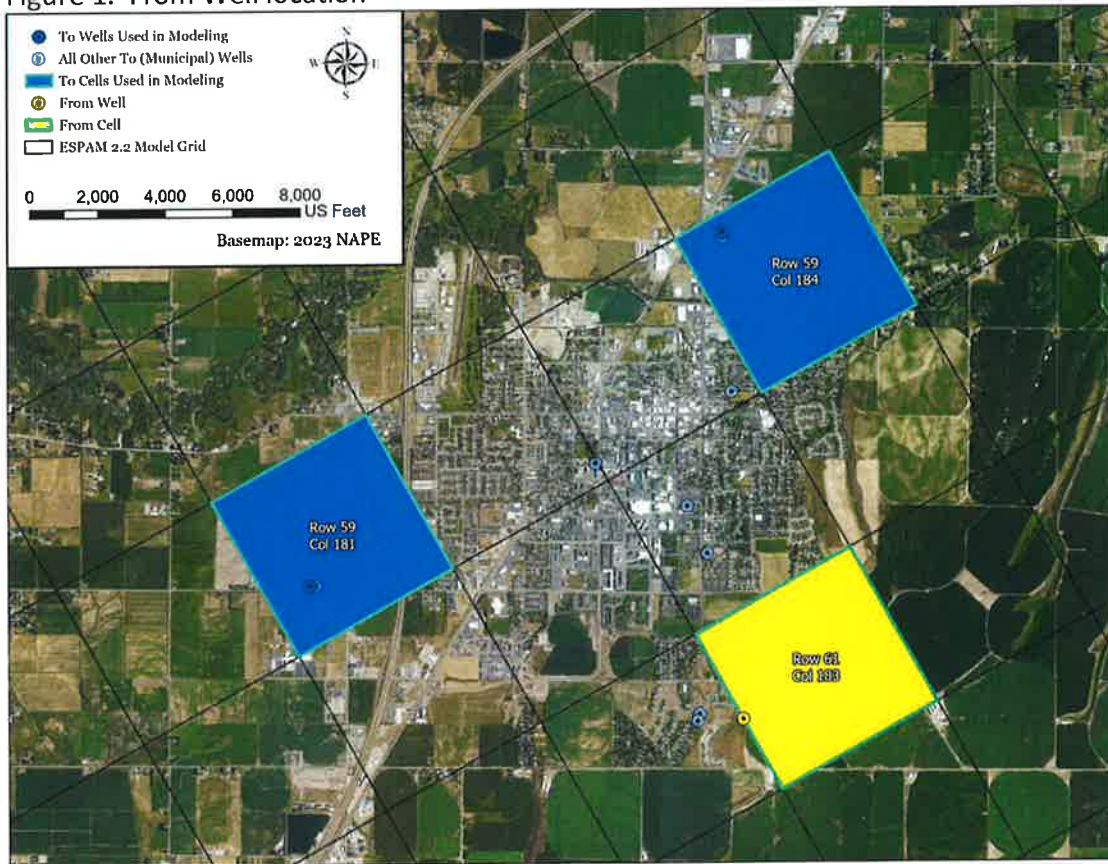
IRIE Property Holdings, LLC

The Applicant proposes to transfer 1.0 acre from water rights 22-13958 and 22-13797 to the Rexburg municipal system, which includes 11 wells. Herein is shown two simulations that represent the most extreme scenarios:

- Western Simulation: From the From Well located at model grid cell Row 61 Column 183 to the Westernmost Well located at Row 59 Column 181; and
- Northern Simulation: From the From Well to the Northernmost Well located at Row 59 Column 184.

The well locations and associated model grid cells are shown in Figure 1.

Figure 1. From Well location



As per Attachment #8a, 2.42 afa (0.81 af/trimester) will be transferred in each scenario. Each scenario will begin with the earliest priority date of the transferred water rights (Winter 1964).

Using ESPAM 2.2 to simulate the depletions associated with this transfer, the affects do not exceed the threshold of 2.0 af/trimester and **no mitigation is required**.

Figures 2-5 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Western Simulation.

Figure 2. Data Entry

**ENHANCED GROUND-WATER RIGHTS TRANSFER**  
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 0

YEAR: 1964

SEASON: WINTER

TRANSFER NAME: Westernmost We

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | 'TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |
|--------|-----------|--------------|--------------|--------------|
| ROW    | 59        | 61           | 0            | 0            |
| COLUMN | 181       | 183          | 0            | 0            |

| TRIMESTER OF ACTIVITY | TO WELL                    |                            | FROM1 WELL                    |                            | FROM2 WELL                    |                            | FROM3 WELL                    |  |
|-----------------------|----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|--|
|                       | Projected Use AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER |  |
| WIN 1964              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 1965              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 1965              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 1965              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 1966              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 1966              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2024              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2024              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2024              | 0.00                       | 0.81                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2025              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2025              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2025              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2026              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2026              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2026              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2027              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2027              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2027              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2028              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2028              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2028              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2029              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2029              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2029              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2030              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2030              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2030              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2031              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2112              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2112              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2113              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2113              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| WIN 2113              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SPR 2114              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |
| SUM 2114              | 0.81                       | 0.00                       | 0.81                          | 0.00                       | 0.00                          | 0.00                       | 0.00                          |  |

Figure 3. Net Transfer Graphs

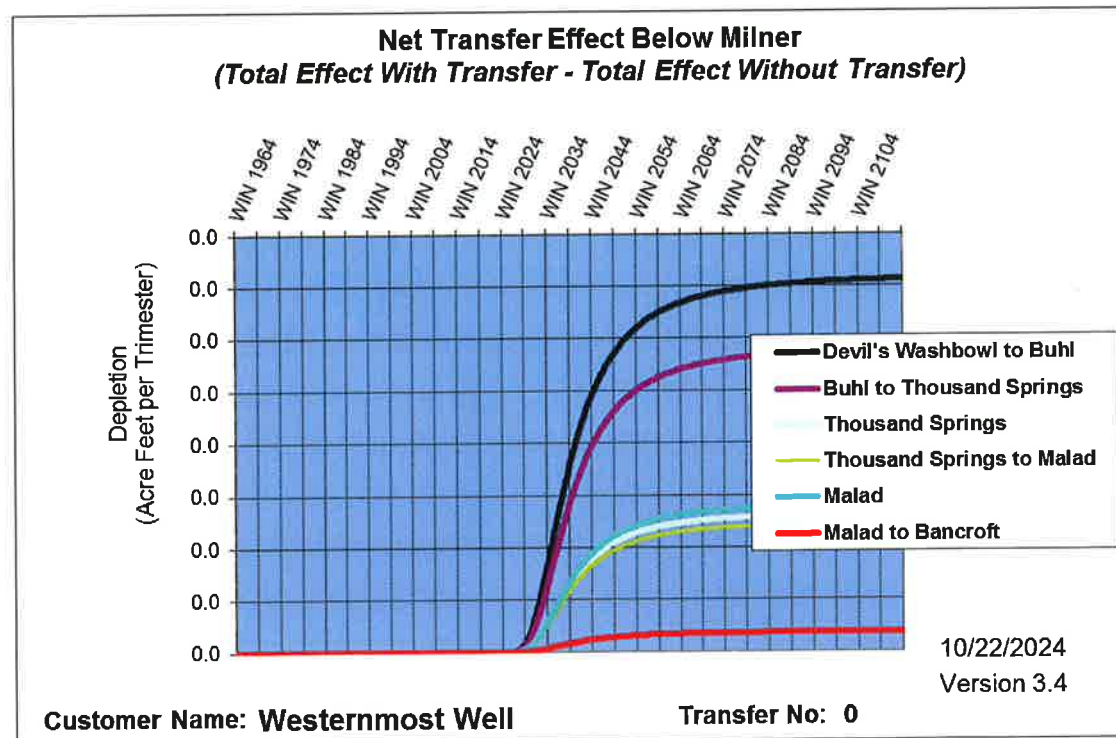
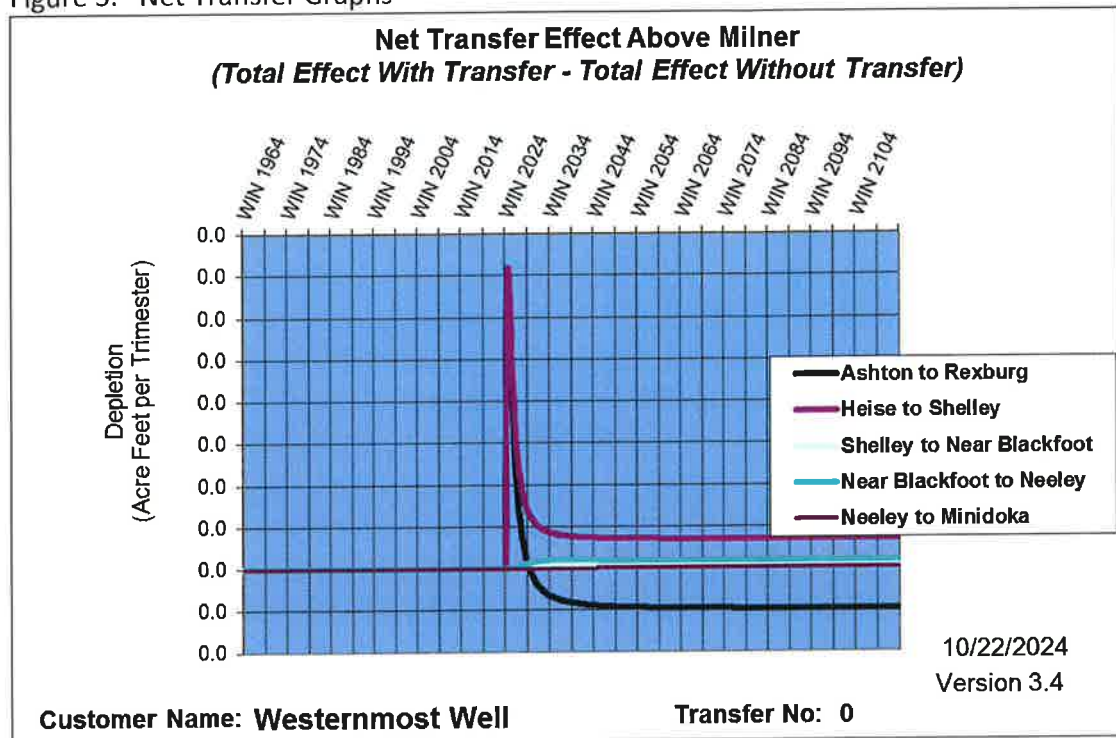


Figure 4. Calculated Effects.

|          | Net Transfer Effect (AF/four months) |          |            |          |           |           |         |       |          |       |          |
|----------|--------------------------------------|----------|------------|----------|-----------|-----------|---------|-------|----------|-------|----------|
|          | Ashton to                            | Heise to | Shelley to | Nr Bckft | Neeley to | Dev. Wbl. | Buhl to | Kspr  | Kspr to  | Malad | Malad to |
|          | Rexburg                              | Shelley  | Nr Bckft   | Neeley   | Minidoka  | Buhl      | Kspr    | Malad | Bancroft |       |          |
| WIN 1964 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 1965 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 1965 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 1965 | 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      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2025 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2025 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2026 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2026 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2026 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2027 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2027 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2027 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2028 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2028 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2028 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2029 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2029 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2111 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2112 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2112 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2112 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2113 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2113 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2113 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2114 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2114 | 0.0                                  | 0.0      | 0.0        | 0.0      | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |

|                                                    |      |        |      |      |      |      |      |      |      |      |      |       |
|----------------------------------------------------|------|--------|------|------|------|------|------|------|------|------|------|-------|
| Enter First Time Step of Transfer: <b>SPR 2025</b> |      |        |      |      |      |      |      |      |      |      |      |       |
| Match:                                             | 182  | Match: | 456  |      |      |      |      |      |      |      |      |       |
|                                                    | AtR  | HIS    | StNB | NBtN | NIM  | DWtB | BtTS | TS   | TSIM | M    | MIB  | Total |
| Preexisting Effects @ SS (Last Time Step):         | 0.42 | 0.34   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  |
| dy State - Value of Dep. @ Last Time Step:         | 0.41 | 0.35   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  |
| ts @ Transient State (Max Value Timestep):         | 0.42 | 0.34   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  |
| nt State - Max. Value of Dep. After Transfer:      | 0.45 | 0.38   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.88  |
| Steady State Change:                               | 0.00 | 0.00   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |
| Transient State Change:                            | 0.03 | 0.04   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |

Figure 5. Excerpt from Mitigation Analysis Tool

|                                         |          |               |       | Impact by Reach (AF/Trimester)           |          |            |             |           |              |         |       |          |       |          |
|-----------------------------------------|----------|---------------|-------|------------------------------------------|----------|------------|-------------|-----------|--------------|---------|-------|----------|-------|----------|
| Priority                                | POD      | Dedicated Vol | Model | Ashton to                                | Heise to | Shelley to | Nr Bckft To | Neeley to | Dev. Wbl. To | Buhl to | Kspr  | Kspr to  | Malad | Malad to |
| Date                                    | Location | AFA/ AFT      | Node  | Rexburg                                  | Shelley  | Nr Bckft   | Neeley      | Minidoka  | Buhl         | Kspr    | Malad | Bancroft |       |          |
| <b>Impacts following Transfer</b>       |          |               |       |                                          |          |            |             |           |              |         |       |          |       |          |
| 1/1/1960                                | 8S26E-3  | 275.6         | 91.9  | SP082075                                 | 0.42     | 0.34       | 0.02        | 0.03      | 0.00         | 0.00    | 0.00  | 0.00     | 0.00  | 0.00     |
| 1/1/1960                                | 8S26E-3  | 275.6         | 91.9  | SP068066                                 | 0.41     | 0.35       | 0.02        | 0.03      | 0.00         | 0.00    | 0.00  | 0.00     | 0.00  | 0.00     |
| <b>State Impacts following Transfer</b> |          |               |       |                                          |          |            |             |           |              |         |       |          |       |          |
| 1/1/1960                                | 8S26E-3  | 275.6         | 91.9  | SP082075                                 | 0.42     | 0.34       | 0.02        | 0.03      | 0.00         | 0.00    | 0.00  | 0.00     | 0.00  | 0.00     |
| 1/1/1960                                | 8S26E-3  | 275.6         | 91.9  | SP068066                                 | 0.45     | 0.38       | 0.02        | 0.03      | 0.00         | 0.00    | 0.00  | 0.00     | 0.00  | 0.00     |
| <b>Steady State Analysis</b>            |          |               |       | Mitigation Check 1 - >10% of Historical: | -1.2%    | 1.0%       | 2.9%        | 2.9%      | 2.9%         | 2.8%    | 2.8%  | 2.8%     | 2.8%  | 2.8%     |
|                                         |          |               |       | Mitigation Check 2: > 2 AF/T:            | 0.0      | 0.0        | 0.0         | 0.0       | 0.0          | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
|                                         |          |               |       | Mitigation Check 3 - >10% of Total:      | 50.8%    | 42.8%      | 1.9%        | 4.2%      | 0.1%         | 0.1%    | 0.0%  | 0.0%     | 0.0%  | 0.0%     |
|                                         |          |               |       | Mitigation Required?:                    | NO       | NO         | NO          | NO        | NO           | NO      | NO    | NO       | NO    | NO       |
|                                         |          |               |       | Mitigation Vol. Req'd (ac-ft):           | 0.0      | 0.0        | 0.0         | 0.0       | 0.0          | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| <b>Transient State Analysis</b>         |          |               |       | Mitigation Check 1 - >10% of Historical: | 8.4%     | 10.4%      | 2.9%        | 2.9%      | 2.9%         | 2.8%    | 2.8%  | 2.8%     | 2.8%  | 2.8%     |
|                                         |          |               |       | Mitigation Check 2: > 2.01 AF/T:         | 0.0      | 0.0        | 0.0         | 0.0       | 0.0          | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
|                                         |          |               |       | Mitigation Required?:                    | NO       | NO         | NO          | NO        | NO           | NO      | NO    | NO       | NO    | NO       |
|                                         |          |               |       | Mitigation Vol. Req'd (ac-ft):           | 0.0      | 0.0        | 0.0         | 0.0       | 0.0          | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |

Figures 6-9 include excerpts from the ESPAM 2.2 simulation (using IDWR's Transfer Tool) and from the Mitigation Analysis Tool associated with the Northern Simulation.

Figure 6. Data Entry

**ENHANCED GROUND-WATER RIGHTS TRANSFER TOOL**  
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 0

YEAR: 1964

SEASON: WINTER

TRANSFER NAME: Northernmost Well

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

|        | 'TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |
|--------|-----------|--------------|--------------|--------------|
| ROW    | 59        | 61           | 0            | 0            |
| COLUMN | 184       | 183          | 0            | 0            |

| TRIMESTER OF ACTIVITY | TO WELL<br>Projected Use<br>AF/TRIMESTER | FROM1 WELL                    |                                  | FROM2 WELL                    |                                  | FROM3 WELL                    |                                  |
|-----------------------|------------------------------------------|-------------------------------|----------------------------------|-------------------------------|----------------------------------|-------------------------------|----------------------------------|
|                       |                                          | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER | With Transfer<br>AF/TRIMESTER | Without Transfer<br>AF/TRIMESTER |
| WIN 1964              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 1965              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 1965              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 1965              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 1966              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 1966              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 1966              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 1967              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2024              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2024              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2024              | 0.00                                     | 0.81                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2025              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2025              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2025              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2026              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2026              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2026              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2027              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2027              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2027              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2028              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2028              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2028              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2029              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2029              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2029              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2030              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2112              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2112              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2112              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2113              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2113              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| WIN 2113              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SPR 2114              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |
| SUM 2114              | 0.81                                     | 0.00                          | 0.81                             | 0.00                          | 0.00                             | 0.00                          | 0.00                             |

Figure 7. Net Transfer Graphs

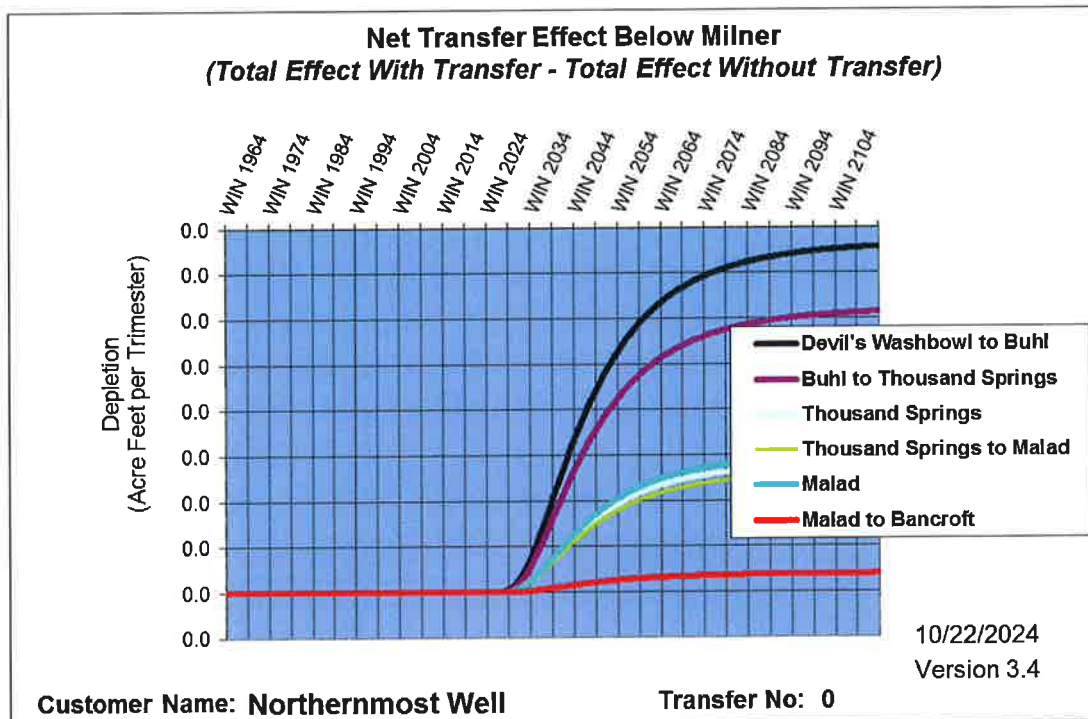
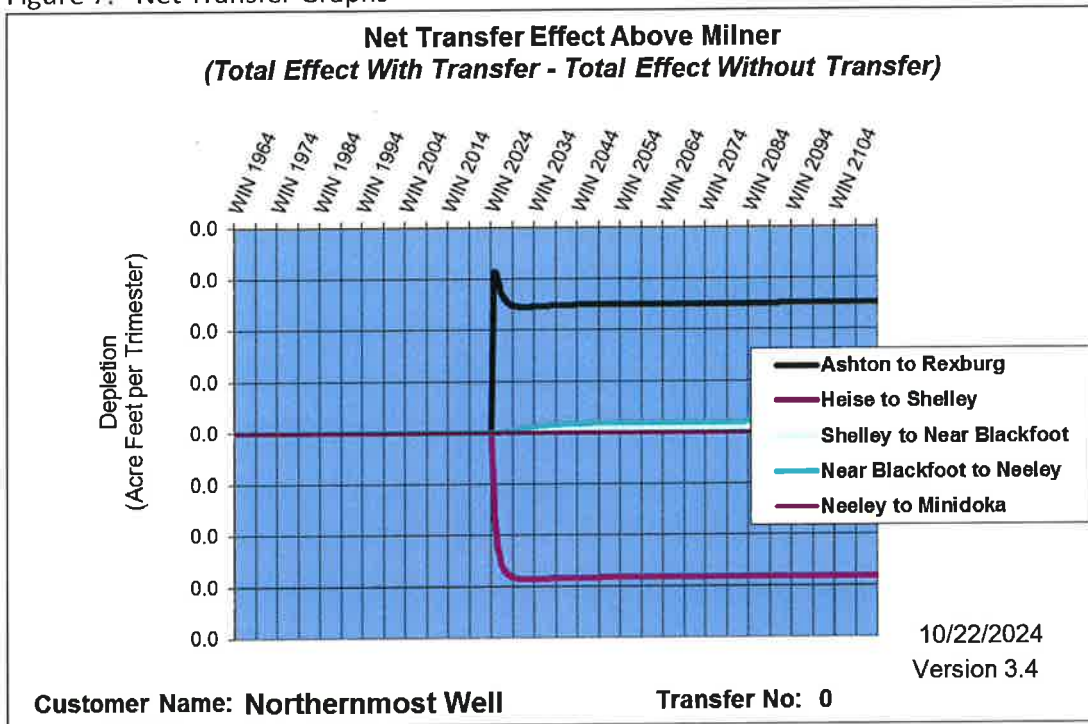


Figure 8. Calculated Effects.

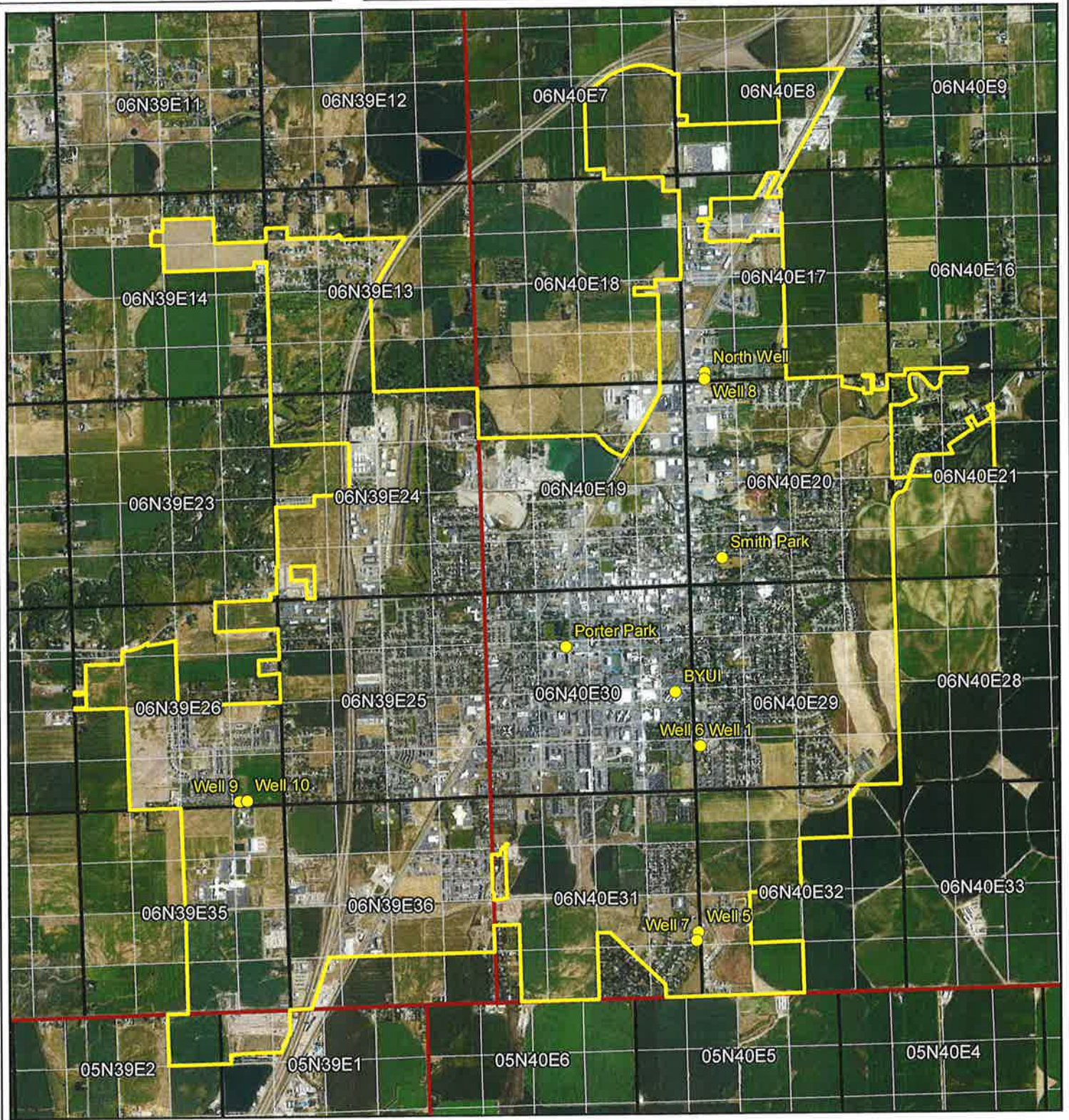
|          | Net Transfer Effect (AF/four months) |          |            |           |           |           |         |       |          |       |          |
|----------|--------------------------------------|----------|------------|-----------|-----------|-----------|---------|-------|----------|-------|----------|
|          | Ashton to                            | Heise to | Shelley to | Nr Bickft | Neeley to | Dev. Wbl. | Buhl to | Kspr  | Kspr to  | Malad | Malad to |
|          | Rexburg                              | Shelley  | Nr Bickft  | Neeley    | Minidoka  | Buhl      | Kspr    | Malad | Bancroft |       |          |
| WIN 1964 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 1965 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 1965 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 1965 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 1966 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 1966 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 1966 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 1967 | 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      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2025 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2025 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2026 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2026 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2026 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2027 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2027 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2027 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2028 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2028 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2028 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2029 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2112 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2113 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2113 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| WIN 2113 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SPR 2114 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |
| SUM 2114 | 0.0                                  | 0.0      | 0.0        | 0.0       | 0.0       | 0.0       | 0.0     | 0.0   | 0.0      | 0.0   | 0.0      |

Enter First Time Step of Transfer: **SPR 2025**

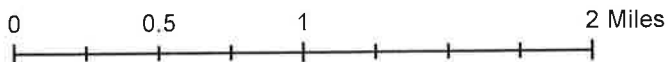
|                                               |      |        |      |      |      |      |      |      |      |      |      |       |              |
|-----------------------------------------------|------|--------|------|------|------|------|------|------|------|------|------|-------|--------------|
| Match:                                        | 182  | Match: | 456  |      |      |      |      |      |      |      |      |       |              |
|                                               | AtR  | HtS    | StNB | NBIN | NIM  | DWtB | BtTS | TS   | TSIM | M    | MtB  | Total |              |
| Preexisting Effects @ SS (Last Time Step):    | 0.42 | 0.34   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  | Total Effect |
| dy State - Value of Dep. @ Last Time Step:    | 0.43 | 0.33   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  | Total Effect |
| ts @ Transient State (Max Value Timestep):    | 0.42 | 0.34   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.81  | Total Effect |
| nt State - Max. Value of Dep. After Transfer: | 0.43 | 0.34   | 0.02 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.82  | Total Effect |
| Steady State Change:                          | 0.01 | -0.01  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |              |
| Transient State Change:                       | 0.02 | -0.01  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |       |              |

Figure 9. Excerpt from Mitigation Analysis Tool

|                                           |              |                         |      |            | Impact by Reach (AF/Trimester) |                   |                  |                      |                     |                    |                   |              |      |               |       |                   |
|-------------------------------------------|--------------|-------------------------|------|------------|--------------------------------|-------------------|------------------|----------------------|---------------------|--------------------|-------------------|--------------|------|---------------|-------|-------------------|
| Priority Date                             | POD Location | Dedicated Vol. AFA/ AFT |      | Model Node |                                | Ashton to Rexburg | Heise to Shelley | Shelley to Nr Bickft | Nr Bickft To Neeley | Neeley to Minidoka | Dev. Wbl. To Buhl | Buhl to Kspr | Kspr | Kspr to Malad | Malad | Malad to Bancroft |
| Impacts following Transfer                |              |                         |      |            |                                |                   |                  |                      |                     |                    |                   |              |      |               |       |                   |
| 1/1/1960                                  | 8S26E-3      | 275.6                   | 91.9 | SP082075   | Pre-SS                         | 0.42              | 0.34             | 0.02                 | 0.03                | 0.00               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              |
| 1/1/1960                                  | 8S26E-3      | 275.6                   | 91.9 | SP068066   | Post-SS                        | 0.43              | 0.33             | 0.02                 | 0.03                | 0.00               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              |
| State Impacts following Transfer          |              |                         |      |            |                                |                   |                  |                      |                     |                    |                   |              |      |               |       |                   |
| 1/1/1960                                  | 8S26E-3      | 275.6                   | 91.9 | SP082075   | Pre-TS                         | 0.42              | 0.34             | 0.02                 | 0.03                | 0.00               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              |
| 1/1/1960                                  | 8S26E-3      | 275.6                   | 91.9 | SP068066   | Post-TS                        | 0.43              | 0.34             | 0.02                 | 0.03                | 0.00               | 0.00              | 0.00         | 0.00 | 0.00          | 0.00  | 0.00              |
| Steady State Analysis                     |              |                         |      |            |                                |                   |                  |                      |                     |                    |                   |              |      |               |       |                   |
| Mitigation Check 1 - > 10% of Historical: |              |                         |      |            |                                | 3.0%              | -4.1%            | 3.0%                 | 3.1%                | 3.1%               | 3.0%              | 3.0%         | 3.0% | 3.0%          | 3.0%  | 3.0%              |
| Mitigation Check 2 - > 2 AF/T:            |              |                         |      |            |                                | 0.0               | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               |
| Mitigation Check 3 - > 10% of Total:      |              |                         |      |            |                                | 53.0%             | 40.7%            | 1.9%                 | 4.2%                | 0.1%               | 0.1%              | 0.1%         | 0.0% | 0.0%          | 0.0%  | 0.0%              |
| Mitigation Required?:                     |              |                         |      |            |                                | NO                | NO               | NO                   | NO                  | NO                 | NO                | NO           | NO   | NO            | NO    | NO                |
| Mitigation Vol. Req'd (ac-ft):            |              |                         |      |            |                                | 0.0               | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               |
| Transient State Analysis                  |              |                         |      |            |                                |                   |                  |                      |                     |                    |                   |              |      |               |       |                   |
| Mitigation Check 1 - > 10% of Historical: |              |                         |      |            |                                | 3.6%              | -1.6%            | 3.0%                 | 3.1%                | 3.1%               | 3.0%              | 3.0%         | 3.0% | 3.0%          | 3.0%  | 3.0%              |
| Mitigation Check 2 - > 2.01 AF/T:         |              |                         |      |            |                                | 0.0               | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               |
| Mitigation Required?:                     |              |                         |      |            |                                | NO                | NO               | NO                   | NO                  | NO                 | NO                | NO           | NO   | NO            | NO    | NO                |
| Mitigation Vol. Req'd (ac-ft):            |              |                         |      |            |                                | 0.0               | 0.0              | 0.0                  | 0.0                 | 0.0                | 0.0               | 0.0          | 0.0  | 0.0           | 0.0   | 0.0               |

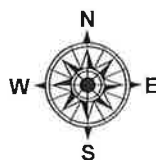


Basemap: 2023 NAIP



## Legend

- Proposed POD
- Municipal Boundary
- Twp & Rng
- Section
- QQ



## Attachment #7a. Proposed Locations

IRIE Property Holdings, LLC

RMEA #24-0169

by: KM

Date: 10/21/2024



8950 0

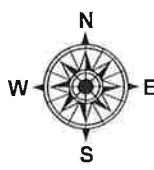


0 500 1,000 2,000 Feet

2023 NAIP

### Legend

- POD
- Purchase Acres
- POU
- Twp & Rng
- Section
- QQ



## Attachment #7b. Existing Locations of Water Right 22-13797 and 22-13958 IRIE Property Holdings, LLC

RMEA # 24-0169  
by: KM  
Date: 10/22/2024



89500

## Conversion of Nature of Use

*IRIE Property Holdings, LLC*

Applicant proposes to convert a portion of existing water rights 22-13958 and 22-13797 from irrigation to be used for municipal purposes. The combined total of these water rights is irrigation for 1.0 acre.

Historically, the above listed water rights have most recently been used to irrigate Alfalfa – Less Frequent Cuttings. Using ET-IDWR 2021<sup>1</sup>, and based upon information gathered at the Rexburg Ricks College station (NWS – USC00107644), Alfalfa – Less Frequent Cuttings has a precipitation deficit of 739 mm/year, or 2.42 af/year, for the growing season. **Therefore, 1.0 acre of irrigation water right would convert to a total of 2.42 afa** (1 ac x 2.42 afa/ac) available for municipal use.

Excerpts of the ET IDWR 2021 precipitation deficits are included in Figure 1 below.

**Figure 1. ET Values for Alfalfa – less frequent cuttings at Rexburg Ricks College (NWS-USC00107644)**



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

Evapotranspiration and Consumptive  
Irrigation Water Requirements  
for Idaho

### ET-IDWR

#### Rexburg Ricks College (NWS -- USC00107644)

Statistics based on thirty year normal spans 1989 to 2021 years

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

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

| Alfalfa - less frequent cuttings               |        |       |      |      |      |      |      |      |      |      |       |       |                             |                                 |        |
|------------------------------------------------|--------|-------|------|------|------|------|------|------|------|------|-------|-------|-----------------------------|---------------------------------|--------|
| Precipitation Deficit (Click here for a graph) |        |       |      |      |      |      |      |      |      |      |       |       |                             |                                 |        |
|                                                | Jan    | Feb   | Mar  | Apr  | May  | Jun  | Jul  | Aug  | Sep  | Oct  | Nov   | Dec   | Growing Season <sup>a</sup> | Non Growing Season <sup>b</sup> | Annual |
| Mean <sup>j</sup>                              | mm/day |       |      |      |      |      |      |      |      |      |       |       | mm                          |                                 |        |
| Monthly <sup>c</sup>                           | -0.45  | -0.08 | 0.16 | 0.66 | 3.32 | 5.22 | 5.46 | 4.82 | 3.39 | 1.25 | -0.25 | -0.53 | 739                         | -35                             | 703    |

<sup>1</sup> <https://et-idwr.idaho.gov/stcivrstats.py?station=1101&cover=3&stats=Deficit>



(208) 359-3020  
35 North 1<sup>st</sup> East  
Rexburg, ID 83440  
Rexburg.org | Engage.Rexburg.org

October 23, 2024

Idaho Department of Water Resources  
900 N Skyline Dr A  
Idaho Falls, ID 83402

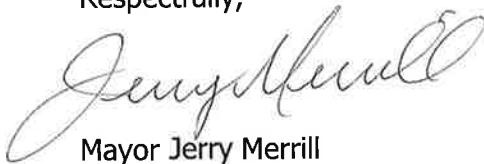
RE: Transfer of Water Rights 22-13958 and 22-13797 (Founders Square Phase 3)

To whom it may concern:

The City of Rexburg authorizes the transfer of 1 acre of water rights 22-13958 and 22-13797 from B & B Farms to the City of Rexburg and authorizes this portion of the water right be converted to municipal use and diverted through the City's municipal water system.

Please let us know if you have any additional questions.

Respectfully,



Mayor Jerry Merrill



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**

December 31, 2024

ROCKY MOUNTAIN WATER EXCHANGE, LLC  
482 CONSTITUTION WAY STE 303  
IDAHO FALLS, ID 83402-3552

IRIE PROPERTY HOLDINGS LLC  
407 S 3RD E  
REXBURG, ID 83440

RE: Transfer No. 89500  
Water Right No(s). 22-14630, 22-14632

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 REXBURG STANDARD JOURNAL on 1/10/2025 and 1/17/2025. 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

## Henman, Christina

---

**From:** Henman, Christina  
**Sent:** Tuesday, December 31, 2024 2:07 PM  
**To:** legalnotices@postregister.com  
**Subject:** Legal Notice for Rexburg Standard Journal  
**Attachments:** 89500 Standard Journal.docx

LEGAL NOTICE DEPARTMENT  
REXBURG STANDARD JOURNAL  
PO BOX 10  
REXBURG, ID 83440

RE: Transfer No. 89500  
Water Right No(s). 22-14630, 22-14632

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 1/27/2025. 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. 89500**

ROCKY MOUNTAIN WATER EXCHANGE, LLC, 482 CONSTITUTION WAY STE 303, IDAHO FALLS, ID 83402-3552; IRIE PROPERTY HOLDINGS LLC, 407 S 3RD E, REXBURG, ID 83440 has filed Application No. 89500 for changes to the following water rights within MADISON County(s): Right No(s). 22-14630, 22-14632; 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 Rexburg from 1/1 to 12/31. Proposed points of diversion are 2 in SESE Sec 26 T06N R39E; 2 in SWSW Sec 17, SWSW Sec 20, 2 in SWSW Sec 29, SENW and NESE Sec 30, and 2 in NESE Sec 31, T06N R40E for 0.89 cfs from Ground Water.

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 1/27/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 1/10/2025 and 1/17/2025

## Henman, Christina

---

**From:** Henman, Christina  
**Sent:** Monday, December 23, 2024 3:14 PM  
**To:** IdwrPayable  
**Cc:** Holliday, Michael  
**Subject:** Refund Request: E050457, E050469

Hello,

Please issue a refund for the following:

Amount: \$450.00  
Receipt: E050457

Amount: \$450.00  
Receipt: E050469

**Total Refund: \$900.00**

Reason: Filed 3 separate applications when only one was needed- returning excess filing fees for two of them.

Recipient:  
ROCKY MOUNTAIN ENVIRONMENTAL  
482 CONSTITUTION WAY STE 303  
IDAHO FALLS ID 83402-3552

Thank You,



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

## Holliday, Michael

---

**From:** Kristin Moore <kristin.rmea@gmail.com>  
**Sent:** Monday, December 9, 2024 11:25 AM  
**To:** Holliday, Michael  
**Subject:** Re: Rexburg municipal transfers  
**Attachments:** Etransfer\_V3\_4\_B&B to Rexburg.xlsm; PurchaseAcres\_1.0\_Sephlin\_PartA.dbf; PurchaseAcres\_1.0\_Sephlin\_PartA.sbn; PurchaseAcres\_1.0\_Sephlin\_PartA.cpg; PurchaseAcres\_1.0\_Sephlin\_PartA.sbx; PurchaseAcres\_1.0\_Sephlin\_PartA.prj; PurchaseAcres\_1.0\_Sephlin\_PartA.shp; PurchaseAcres\_1.0\_Sephlin\_PartA.shx; PurchaseAcres\_7.5\_LDSCChurch.cpg; PurchaseAcres\_7.5\_LDSCChurch.sbn; PurchaseAcres\_7.5\_LDSCChurch.prj; PurchaseAcres\_7.5\_LDSCChurch.sbx; PurchaseAcres\_7.5\_LDSCChurch.dbf; PurchaseAcres\_7.5\_LDSCChurch.shp; PurchaseAcres\_7.5\_LDSCChurch.shx; CityLimits.sbn; CityLimits.cpg; CityLimits.dbf; CityLimits.sbx; CityLimits.prj; CityLimits.shx; CityLimits.shp; CityLimits.shp.xml; PurchaseAcres\_50ac.cpg; PurchaseAcres\_50ac.sbn; PurchaseAcres\_50ac.dbf; PurchaseAcres\_50ac.sbx; PurchaseAcres\_50ac.prj; PurchaseAcres\_50ac.shx; PurchaseAcres\_50ac.shp; PurchaseAcres\_50ac.shp.xml; Map\_CentroidLocation.pdf; MunicipalWell\_20241209\_Centroid.CPG; MunicipalWell\_20241209\_Centroid.dbf; MunicipalWell\_20241209\_Centroid.prj; MunicipalWell\_20241209\_Centroid.sbn; MunicipalWell\_20241209\_Centroid.sbx; MunicipalWell\_20241209\_Centroid.shx; MunicipalWell\_20241209\_Centroid.shp; MunicipalWells\_20240703.cpg; MunicipalWells\_20240703.prj; MunicipalWells\_20240703.dbf; MunicipalWells\_20240703.sbn; MunicipalWells\_20240703.sbx; MunicipalWells\_20240703.shx; MunicipalWells\_20240703.shp

**CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

---

Michael,

See the attached map of the centroid location. I calculated the centroid using the most current capacities I have, which are three years old. They probably haven't changed much. The capacities came from the City and were average capacities. Even if there are small variations of the exact numbers, I don't think it would change the model cell of the centroid. It lies in the adjacent cell to the FROM well location. Just for fun, I ran the model anyway and I have attached the model spreadsheet.

Also attached are the shapefiles requested.

- The Municipal City Limits is a shapefile provided to me from the City of Rexburg this summer and is the most current municipal service area.
- Purchase Acres for 1.0 ac for Sephlin is for the IRIE Property Holdings transfer application.
- Purchase Acres for 7.5 ac for the LDS Church is for the transfer in the name of Rocky Mountain Water Exchange that will ultimately benefit the LDS Church.
- Purchase Acres for 50 ac in the name of Rocky Mountain Water Exchange is the transfer filed collaboratively with the water right holder.
- The Municipal Wells shapefile started as a download of the IDWR WR POD layer, but then I added a field for capacities. This layer was downloaded and edited this summer in preparation for one of

the first transfers we submitted to the City. I don't think the points are exactly on the well locations, after having reviewed them, but they are close enough that the difference in centroid location would be negligible.

- Municipal Wells - Centroid is calculated based on the Municipal Wells layer, weighted by capacities. Dated today.

Does this give you what you need?

## Kristin Moore

Water Rights Analyst

482 Constitution Way, Ste 303, Idaho Falls, ID 83402

E-Mail: [kristin.rmea@gmail.com](mailto:kristin.rmea@gmail.com)

VOICE: 208-524-2353 ||| FAX: 208-524-1795



CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email to the sender or collect telephone call to (208) 524-2353. Thank you.

On Fri, Dec 6, 2024 at 3:01 PM Holliday, Michael <[Michael.Holliday@idwr.idaho.gov](mailto:Michael.Holliday@idwr.idaho.gov)> wrote:

Kristin,

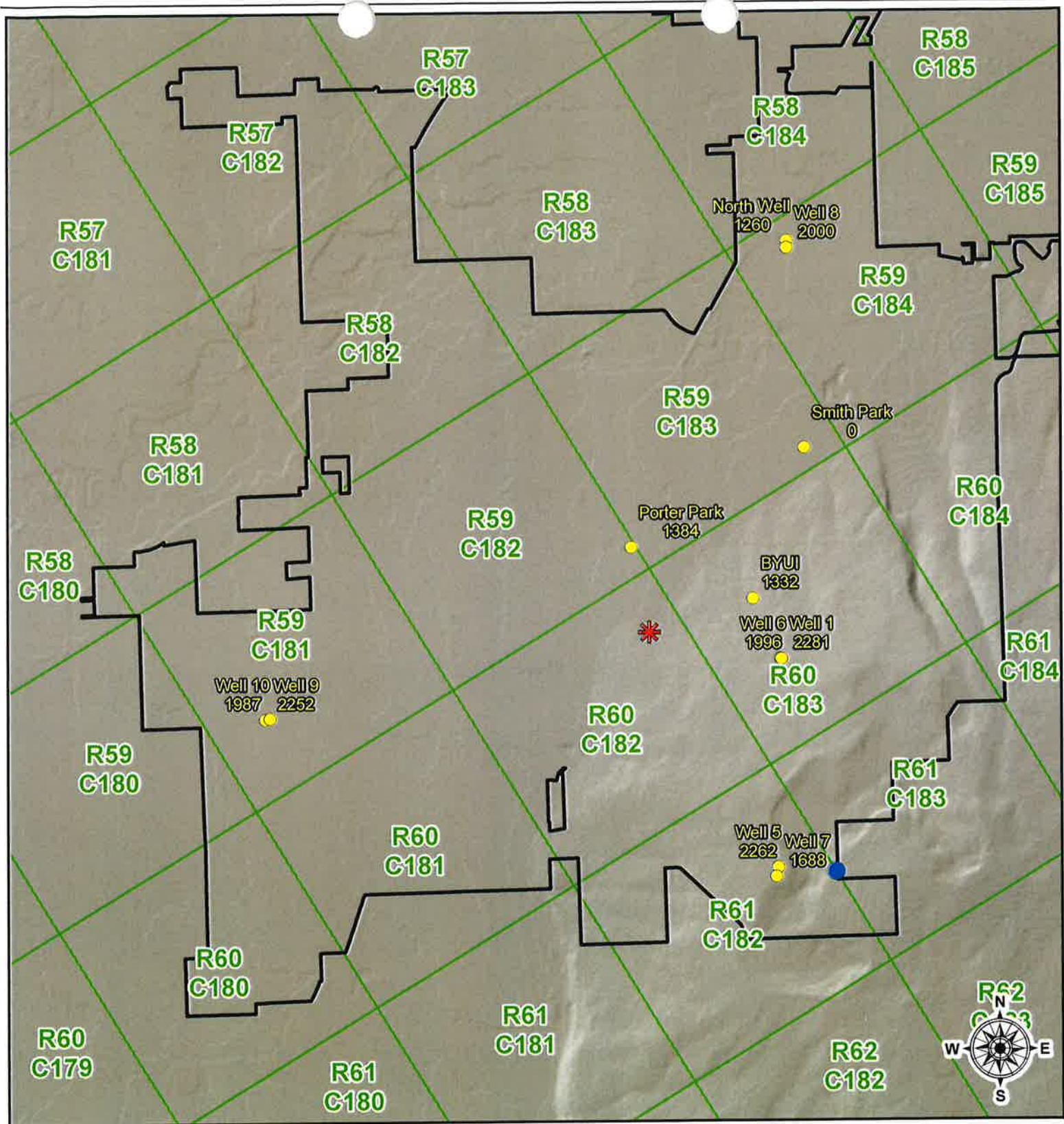
Roger told me you were out today. Could you please call me next week about these transfers? Thanks.



**Michael Holliday | Water Rights Supervisor**

900 N Skyline Dr, Ste A, Idaho Falls, ID 83402

(208) 525-7161 | [www.idwr.idaho.gov](http://www.idwr.idaho.gov)



Basemap: Idaho Shaded Relief

## Modeling Centroid for City of Rexburg

### Legend

-  MunicipalWell\_20241209\_Centroid
-  WrPOD\_22-13797\_13958
-  MunicipalWells\_20240703
-  Municipal Service Area
-  ESPa Model Grid

**Applications for Transfer of Rights:**  
**22-13797 & 22-13958**  
**IRIE Property Holdings, LLC and**  
**Rocky Mountain Water Exchange, LLC**

Date: 12/9/2024

RMEA #: 17-0142

Drafted by: KM

