Form 42-248/42-1409(6) Rev. 6/22

RECEIVED

AUG 30 2023

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-7681	Yes ■	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-7681 22-14572	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Thomas E. Hill and Lexie G. Hill
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): LLKM Properties, LLC
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   5183 E 21st S — Mailing address
   Ammon — City
   ID — State
   83401 — Zip
   208-419-6280 — Telephone
   johnburtenshaw@hotmail.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ■ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: June 7, 2023.

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

     SUPPORT DATA
     IN FILE # 22-7681
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: John Burtenshaw — Signature of new owner/claimant
   Manager — Title, if applicable
   6/29/2023 — Date
   John Burtenshaw — Print name

   Signature: _____ — Signature of new owner/claimant
   _____ — Title, if applicable
   _____ — Date
   _____ — Print name

For IDWR Office Use Only:

$100. - for this app.

Receipted by JB Date E0494460 Receipt No. E0494460 Receipt Amt. $350. -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 8/31/2023

AUG 31 2023

Instrument # 1748280
Bonneville County, Idaho Falls, Idaho
06/08/2023 02:37:12 PM No. of Pages: 3
Recorded for: PIONEER TITLE CO OF BONNEVILLE CO LLC
Penny Manning Fee: $15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

PTC 831568

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

THOMAS E. HILL and LEXIE G. HILL, husband and wife, whose address is 1540 S 6000 W, Driggs, ID 83422 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **LLKM PROPERTIES, LLC,** an Idaho limited liability company, whose address is 5183 E 21st S, Ammon, Idaho 83401 (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 7th day of June, 2023.

SCANNED
AUG 31 2023

E-RECORDED simplifile

ID: 1748280

County: Bonneville

Date: 6-8-23 Time: 2:37 pm

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates, Inc.
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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 7th day of June, 2023.

SCANNED

AUG 31 2023

"GRANTOR"

Thomas E. Hill

Lexie G. Hill

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 31st day of May, 2023, by Lexie G. Hill.

BERTHA STAFFORD
COMMISSION NO. 7583
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
My Commission Expires: Residing at Idaho Falls
~~Expires 1/27/2029~~

STATE OF IDAHO)
)ss.
County of Teton)

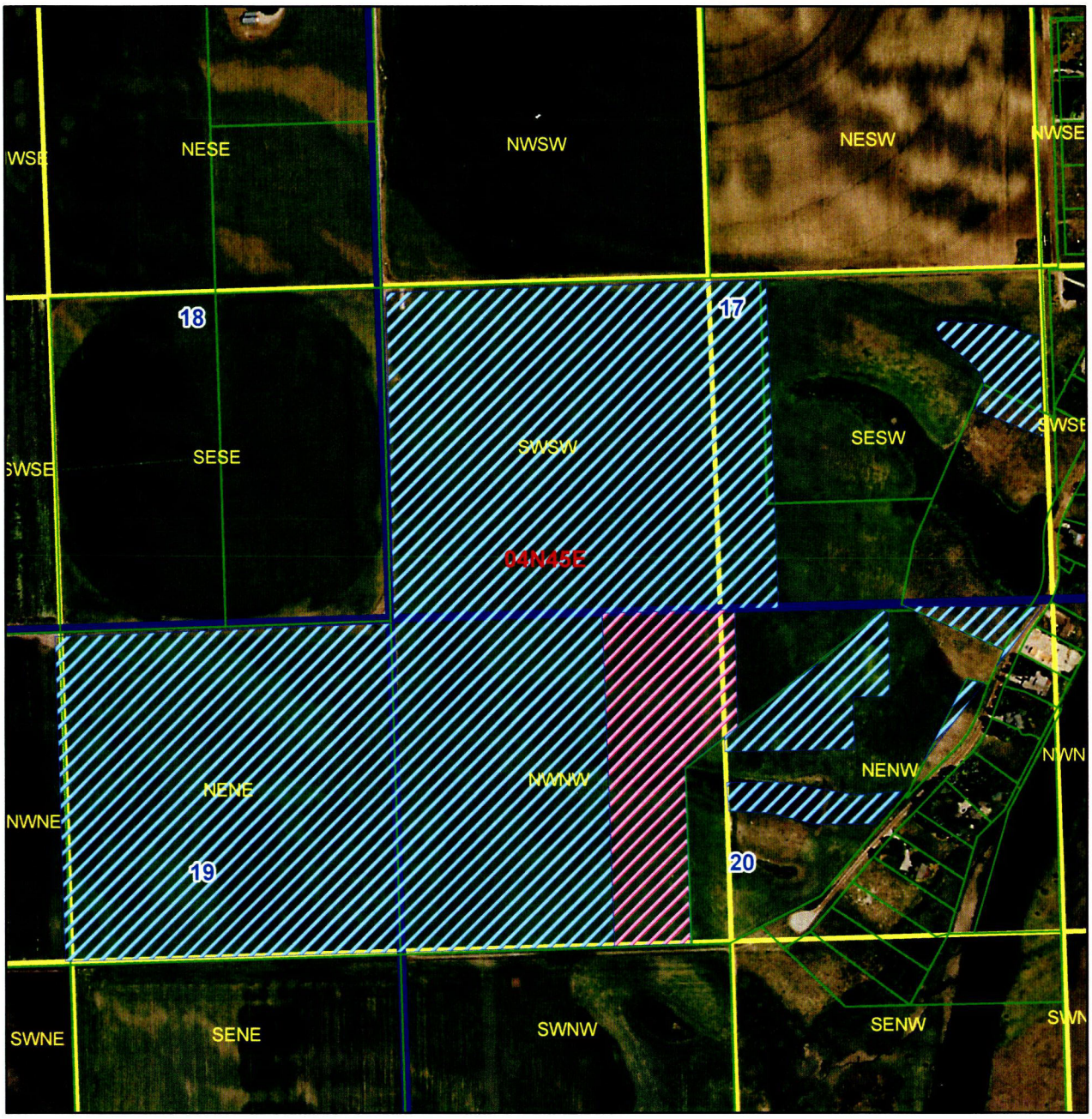
This record was acknowledged before me on the 7th day of June, 2023, by Thomas E. Hill.

KRISTIN MOORE
NOTARY
PUBLIC
Comm. No. 56353
STATE OF IDAHO

Notary Public for Idaho
My Commission Expires: Aug 1, 2028

SCANNED
AUG 31 2023

Idaho Department of Water Resources



Legend

- POU 22-14572
- POU 22-7681 After Split
- Parcels
- Township/Range
- Sections
- QQ

EXHIBIT A
WATER RIGHT DESCRIPTION

A portion of Idaho Irrigation Water Right No. 22-7681 appurtenant to the NENW (1 acre) and NWNW (11 acres) of Section 20, Township 4 North, Range 45 East, B.M. in the amount of 12 total acres with an associated rate of 0.15 cfs and volume of 42 afa, as depicted in the map below.



AUG 31 2023

IDAHO DEPARTMENT OF WATER RESOURCES **8/31/2023**

Proof Report

Water Right 22-7681 Before Split

Owner Type	**Name and Address**
Current Owner	THOMAS E HILL 1540 S 6000 W DRIGGS, ID 83422-4839 (208) 390-7170
Current Owner	LEXIE G HILL 1540 S 6000 W DRIGGS, ID 83422-4839 (208) 390-7170

Priority Date: 8/30/1990
Basis: License
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	4/15	10/31	1.720 CFS	472.5 AF
	Total Diversion		1.720 CFS	472.5 AF

Source and Point(s) of Diversion:

GROUND WATER NESWSW Sec. 17, Twp 04N, Rge 45E, TETON County

Place Of Use:

IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	17											38.0	12.7					50.7
04N	45E	19	39.0																39.0
04N	45E	20					8.0	37.3											45.3

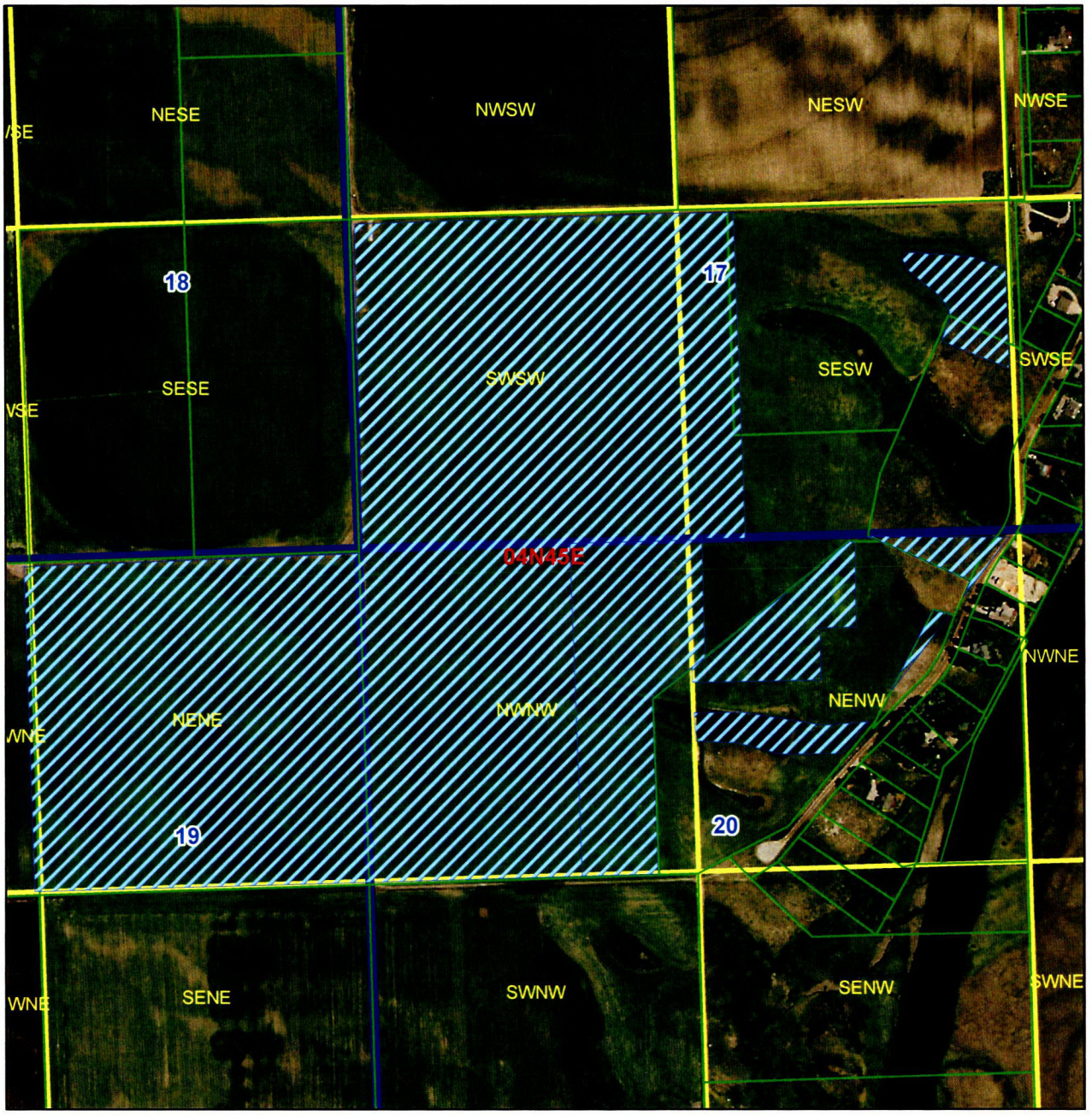
POU Total Acres: 135.0

Conditions of Approval:

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

SCANNED
AUG 31 2023

Idaho Department of Water Resources



Legend

- POU 22-7681 Before Split
- Parcels
- Township/Range
- Sections
- QQ

AUG 31 2023

IDAHO DEPARTMENT OF WATER RESOURCES **8/31/2023**
Proof Report

Water Right 22-14572

Owner Type	**Name and Address**
Current Owner	LLKM PROPERTIES 5183 E 21ST S AMMON, ID 83401-8053

Priority Date: 8/30/1990
Basis: License
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	4/15	10/31	0.150 CFS	42.0 AF
	Total Diversion		0.150 CFS	42.0 AF

Source and Point(s) of Diversion:
GROUND WATER NESWSW Sec. 17, Twp 04N, Rge 45E, TETON County

Place Of Use:
IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	20					1.0	11.0											12.0

POU Total Acres: 12.0

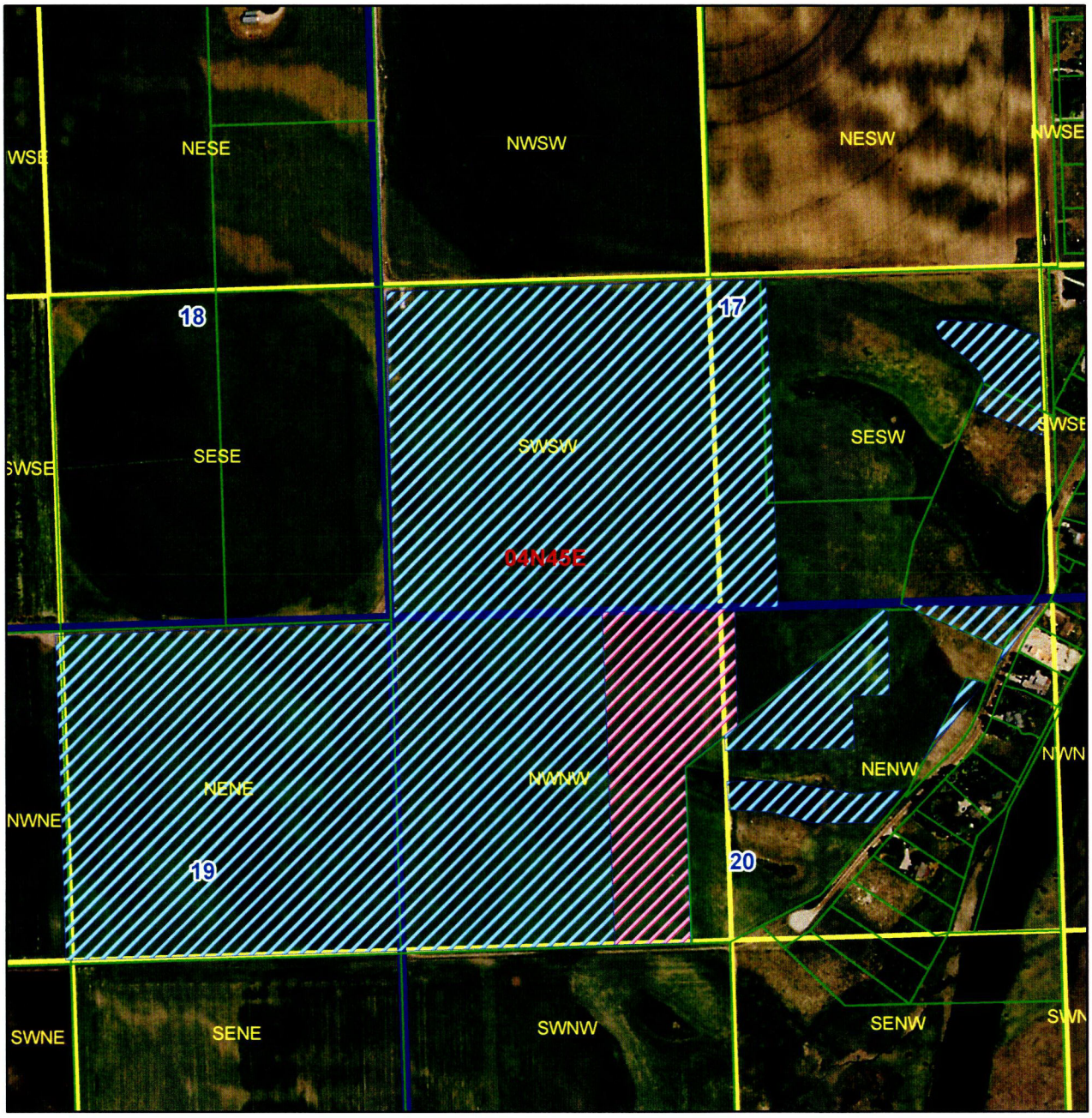
Conditions of Approval:

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

Comments:
1 jbaily 8/31/2023 Ownership Change
water right 22-7681 was split into 22-7681 and 22-14572.

SCANNED
AUG 31 2023

Idaho Department of Water Resources



Legend

- POU 22-14572
- POU 22-7681 After Split
- Parcels
- Township/Range
- Sections
- QQ

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 88070

This is to certify that: JEFF S JEPPESEN AND
KODY JEPPESEN
4505 N 4500 W
TETONIA, ID 83452-4810

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

Water Right	Origin/Basis	Priority Date	Diversion Rate	Diversion Volume	Acre Limit	Total Acres	Source
22-7681	WR/LICENSE	8/30/1990	1.800 cfs	493.5 af	N/A	141.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
22-7681	YES	YES	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

Existing Right	New No. (Changed Portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
22-7681	22-14550	0.080 cfs	21.0 af	N/A	6.0	22-7681	1.720 cfs	472.5 af	N/A	135.0
COMBINED TOTALS		**0.080 cfs**	**21.0 af**	**N/A**	**6.0**		**N/A**	**N/A**	**N/A**	**N/A**

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 4th day of August, 2023.

Regional Manager

Transfer No. 88070

SUPPORT DATA
IN FILE # 22-7681

SCANNED
AUG 07 2023

WATER RIGHT NO. 22-7681

As Modified by Transfer No. 88070

In accordance with the approval of Transfer No. 88070, Water Right No. 22-7681 is now described as follows:

Right Holder: THOMAS E HILL AND
LEXIE G HILL
1540 S 6000 W
DRIGGS, ID 83422-4839

Priority Date: 8/30/1990

Source: GROUND WATER

BENEFICIAL USE	From		To	Diversion Rate	Diversion Volume
IRRIGATION	4/15	to	10/31	1.720 cfs	472.5 af
				1.720 cfs	472.5 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NESWSW Sec 17 Twp 04N Rge 45E TETON County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	17											38.0	12.7					50.7
04N	45E	19	39.0																39.0
04N	45E	20					8.0	37.3											45.3

POU Total Acres: 135.0

CONDITIONS OF APPROVAL

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

Transfer No. 88070

SCANNED
AUG 07 2023

WATER RIGHT NO. 22-14550

As Modified by Transfer No. 88070

In accordance with the approval of Transfer No. 88070, Water Right No. 22-14550 is now described as follows:

Right Holder: THOMAS E HILL AND
LEXIE G HILL
1540 S 6000 W
DRIGGS, ID 83422-4839

Priority Date: 8/30/1990

Source: GROUND WATER

BENEFICIAL USE	From		To	Diversion Rate	Diversion Volume
IRRIGATION	4/15	to	10/31	0.080 cfs	21.0 af
				0.080 cfs	21.0 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SENE Sec 6 Twp 05N Rge 45E TETON County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	45E	6				6.0													6.0

POU Total Acres: 6.0

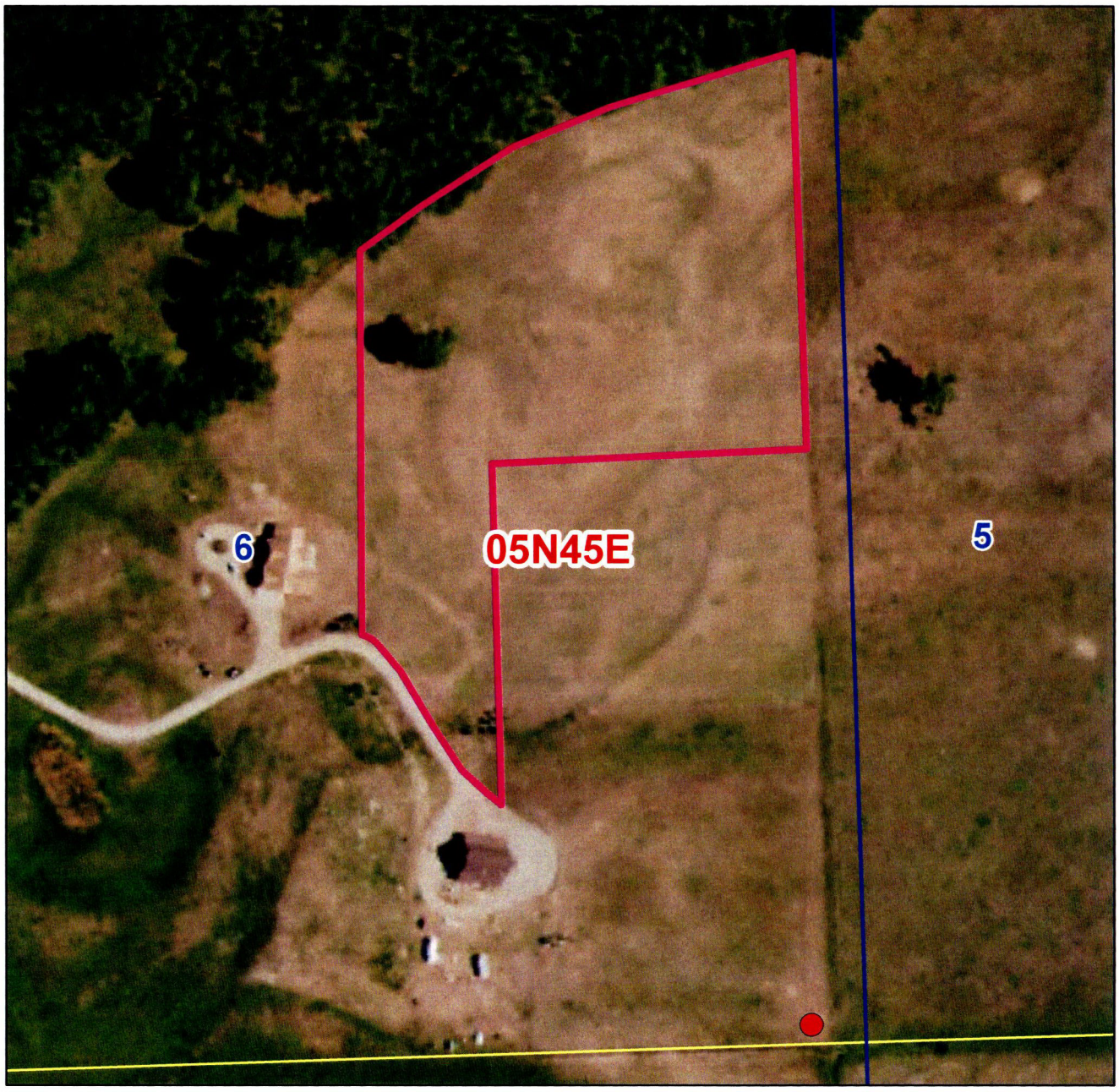
CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
2. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

SCANNED
AUG 07 2023

Attachment to Transfer Approval 88070

This map depicts the place of use boundary at the time of this transfer approval and is attached to the approval document solely for illustrative purposes.



Legend

- WR POD
- WR POU
- Township/Range
- Sections
- QQ

0 125 250 500 Feet

N
W E
S

Date: 8/4/2023

SCANNED
AUG 07 2023

Rev. 07/18

RECEIVED
MAY 23 2023
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 88070

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.

Name of Applicant(s) Jeff Jeppesen and Kody Jeppesen

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

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

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

☐	☑	#1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
☐	☑	#2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
☐	☑	#2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).** ** Additional fee(s) required for water right ownership changes; see fee schedule.
☑	☐	#3 Documentation of authority to make the change if the applicant is not the water right owner.
☐	☑	#4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
☐	☑	#5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
☐	☑	#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: _____

SCANNED
JUN 21 2023

Rev. 07/18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 23 2023
Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Jeff Jeppesen and Kody Jeppesen Phone 307-413-6199

Mailing address 4505 N 4500 W Tetonia, ID 83452 Email jeff@rchjh.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, Suite 303, Idaho Falls, Idaho 83402 Email kristin.rmea@gmail.com

☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☑ Send original correspondence to the applicant and copies to the representative.

☑ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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

Signature of Applicant or Authorized Representative — Jeff Jeppesen (Print Name and Title if applicable) — 5-8-23 (Date)

Signature of Applicant or Authorized Representative — Kody Jeppesen (Print Name and Title if applicable) — 5-8-23 (Date)

A. PURPOSE OF TRANSFER

1. ☑ Change point of diversion ☐ Add diversion point(s) ☑ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
   If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
   Applicant is contracted to purchase a portion of ground water right 22-7681 for the purpose of irrigation. Proposed location has existing surface water rights from South Leigh Creek. An existing well will be used to divert the transferred ground water rights. Ownership will be conveyed to applicant upon approval of the transfer.

88070

SCANNED
JUN 21 2023

Rev. 07/18

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. All or Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ ☑	22-7681	0.08	Irrigation	4/15 to 10/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.08 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.08 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			SE	NE	6	5N	45E	Teton	Groundwater	D0091563

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	
5N	45E	6				6													6

Total Acres (for irrigation use) 6

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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:
Well to pump to irrigation system. Measuring device and lockable controlling works are already installed.

b. Who owns the property at the point(s) of diversion? Applicant
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

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:

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

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Land now irrigated will be retired from irrigation.

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Existing POD/POU: no other water rights. Proposed POD/POU: Surface water right 22-12257 overlaps the proposed POU and ground water right 22-14429 is diverted from the proposed POD.

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:

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Close

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

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HILL, LEXIE G	1540 S 6000 W	DRIGGS	ID	83422-4839
Current Owner	HILL, THOMAS E	1540 S 6000 W	DRIGGS	ID	83422-4839
Original Owner	DRAKE BROTHERS	647 S 450 W	VICTOR	ID	83455
Previous Owner	SMITH, BOYD CHARLES	301 COLERIDGE AVE	PALO ALTO	CA	94301
Previous Owner	SMITH, JILL JOHNSON	301 COLERIDGE AVE	PALO ALTO	CA	94301
Previous Owner	SMITH TETON VALLEY LLC	3201 ASH ST	PALO ALTO	CA	94306-2240

Water Right Status

Priority Date : 8/30/1990
Basis : License
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	45E	17	0	NE	SW	SW	TETON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/15	10/31	1.80 CFS	493.50 AFA
TOTAL			1.80 CFS	493.50 CFS

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (TETON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
04N	45E	17			SW	SW	38
04N	45E	17			SE	SW	13
04N	45E	19			NE	NE	39
04N	45E	20			NE	NW	14
04N	45E	20			NW	NW	37

Irrigation Totals

Total Acres Acre Limit

141.00

Conditions

Code Condtions

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049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.

050 Diversion and use of water under this right is subject to rules that may subsequently be promulgated for existing rights used for supplemental purposes.

R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

Dates

Licensed Date : 10/19/2000
Decreed Date :
Permit Proof Due Date : 2/1/1999
Permit Proof Made Date : 2/4/1999
Permit Approved Date : 1/25/1991
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date: 8/27/1990
Protest Deadline Date:

Other Information

State or Federal :
Water District Number : EXC
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☑ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 22-7681

1. amount 0.08 (cfs/ac-ft) for Irrigation purposes from 4/15 to 10/31
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

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	
04N	45E	20					6												6

Total Acres (for irrigation use) 6

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

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

☑ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.

☑ 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. Label it **Attachment #7b.**

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

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

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

FOR DEPARTMENT USE ONLY Receipt total $400.- $200.- for this app.

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid $200.- Date 5/23/2023 Receipted by JB Receipt # E049208

Add'l fee paid _____ Date _____ Receipted by _____ Receipt # _____

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

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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 17 day of May, 2023 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and

2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **D'Wayne Coburn** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").

3. **Jeff Jeppesen and Kody Jeppesen,** husband and wife, whose address is 4505 N. 4500 W., Tetonia, ID 83452 (hereinafter "Buyer");

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

RECITALS:

A. Seller currently has the legal right and option to sell Water Right No. 22-7681 (the "Water Right"), which was licensed on October 19, 2000 for irrigation purposes with a priority date of August 30, 1990. The current description of the Water Right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.

B. Seller desires to sell, and Buyer desires to buy 6.0 acres of the Water Right. Buyer has agreed to purchase 6.0 acres of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

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

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

Purpose:	Irrigation
Priority:	August 30, 1990
Quantity (Diversion Rate):	0.08 cfs of the total authorized 1.8 cfs
Quantity (Volume):	21 acre-feet per annum

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Place of Use (Acreage): 6.0 acres of the 141 authorized acres identified on **Exhibit 2.**

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

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

3. Purchase Price. 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.

6. Transfer Contingencies.

   (a) [IF APPLICABLE] Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No._____, are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. _____.

   (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect, and Buyer shall return the Earnest Money to Buyer.

   (c) No Protests. If no protests or other objections to the Transfer are filed with

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IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 6.0 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.

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

(c) Documents to be delivered at Closing.

(1) At Closing, Buyer shall deliver the Purchase Price plus Buyer's Premium less the Earnest Money [redacted]

(2) At Closing, Seller shall deliver to Buyer the Special Warranty 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

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the conveyance of the Purchased Water Right free and clear of encumbrances.

(d) Fees and Costs of Closing. The fees and costs of processing the closing including recording the deed after closing and preparation and fee for Change of Ownership application shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

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

(a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.

(b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.

(c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.

(d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.

(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.

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

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.

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

12. Broker.

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

(b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned 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

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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

_____ / _____
Initials

Single Agency

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

13. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

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(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	Buyer
Rocky Mountain Water Exchange, LLC 482 Constitution Way Suite 303 Idaho Falls, ID 83402 Email: rog.rmea@gmail.com	Jeff Jeppsen and Kody Jeppesen 4505 N 4500 W Tetonia, ID 83452 jeff@rchjh.com
Seller's Representative	**Buyer's Representative**
Reed Nord 3525 Merlin Dr. Idaho Falls, ID 83404 Email: rgnord@ida.net	None

(c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

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(g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(j) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

ROCKY MOUNTAIN WATER EXCHANGE, LLC

By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO

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

"BUYER"

By: Jeff Jeppesen

By: Kody Jeppesen

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Exhibit 1

The "Water Right"

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

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HILL, LEXIE G	1540 S 6000 W	DRIGGS	ID	83422-4839
Current Owner	HILL, THOMAS E	1540 S 6000 W	DRIGGS	ID	83422-4839
Original Owner	DRAKE BROTHERS	647 S 450 W	VICTOR	ID	83455
Previous Owner	SMITH, BOYD CHARLES	301 COLERIDGE AVE	PALO ALTO	CA	94301
Previous Owner	SMITH, JILL JOHNSON	301 COLERIDGE AVE	PALO ALTO	CA	94301
Previous Owner	SMITH TETON VALLEY LLC	3201 ASH ST	PALO ALTO	CA	94306-2240

Water Right Status

Priority Date : 8/30/1990
Basis : License
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	45E	17	0	NE	SW	SW	TETON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/15	10/31	1.80 CFS	493.50 AFA
TOTAL			1.80 CFS	493.50 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (TETON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
04N	45E	17			SW	SW	38
04N	45E	17			SE	SW	13
04N	45E	19			NE	NE	39
04N	45E	20			NE	NW	14
04N	45E	20			NW	NW	37

Irrigation Totals

Total Acres	Acre Limit
141.00	

Conditions

Code	Conditions

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JUN 21 2023

049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.

050 Diversion and use of water under this right is subject to rules that may subsequently be promulgated for existing rights used for supplemental purposes.

R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

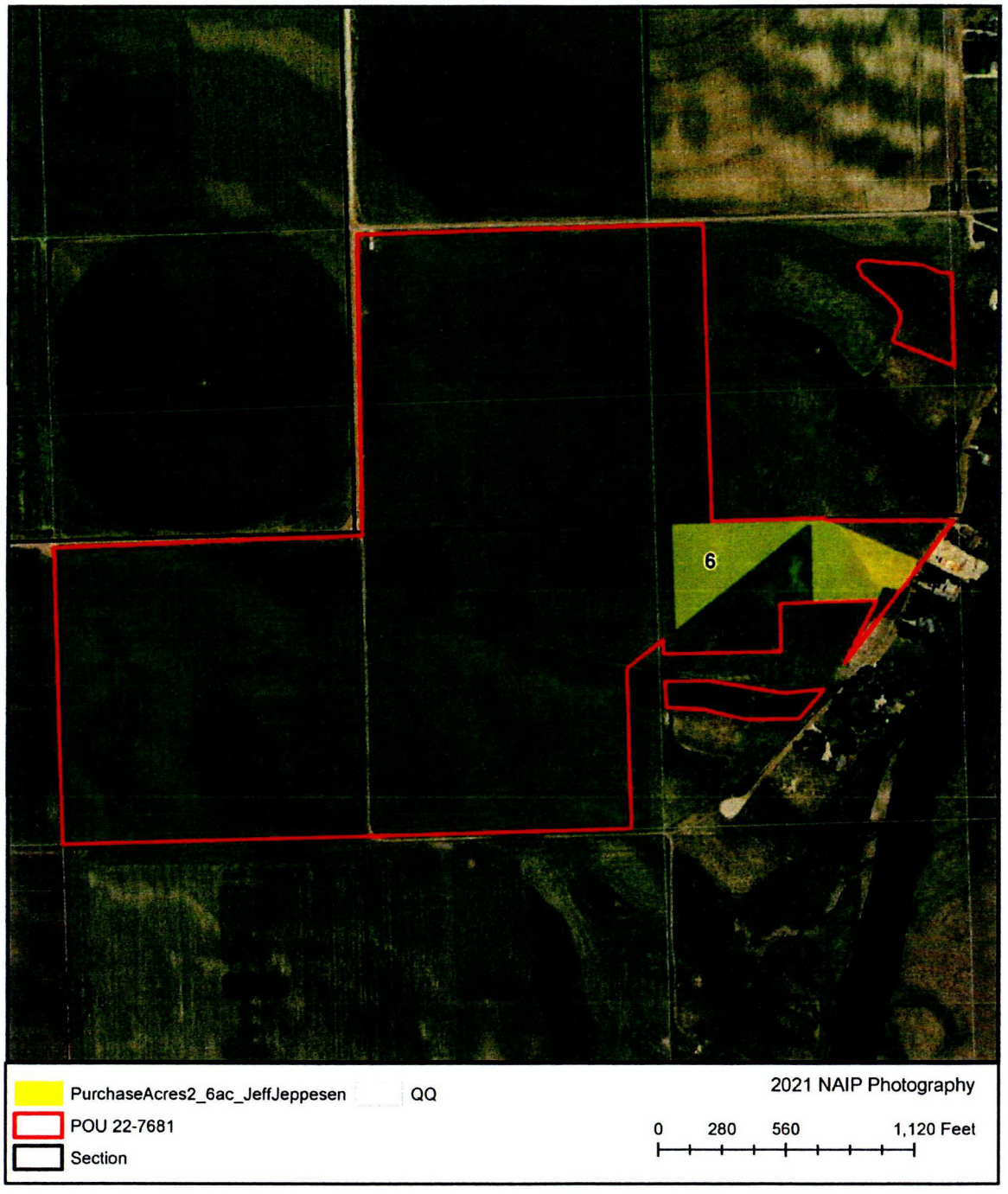
Dates	Other Information
Licensed Date : 10/19/2000	State or Federal :
Decreed Date :	Water District Number : EXC
Permit Proof Due Date : 2/1/1999	Generic Max Rate Per Acre : 0
Permit Proof Made Date : 2/4/1999	Generic Max Volume Per Acre : 0
Permit Approved Date : 1/25/1991	Civil Case Number :
Permit Moratorium Expiration Date :	Decree Plantiff :
Enlargment Use Priority Date :	Decree Defendant :
Enlargement Statute Priority Date :	Swan Falls Trust or Nontrust :
Application Recevied Date: 8/27/1990	Swan Falls Dismissed :
Protest Deadline Date:	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES 4/24/2023

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JUN 21 2023

Exhibit 2
Map of 6 Acres—the "Purchased Water Right"



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JUN 21 2023

Exhibit 3
Form of the Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

THOMAS E. HILL and LEXIE G. HILL, husband and wife, whose address is 1540 S 6000 W, Driggs, ID 83422 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **JEFF JEPPESEN AND KODY JEPPESEN,** husband and wife, whose address is 4505 N 4500 W, Tetonia, ID 83452 (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 _____, 2023.

SCANNED
JUN 21 2023

"GRANTOR"

_____
Thomas E. Hill

_____
Lexie G. Hill

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:_____

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:_____

SCANNED
JUN 21 2023

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

SCANNED
JUN 21 2023



2021 NAIP

0 250 500 1,000 Feet

Legend

- Proposed POD
- Proposed POU
- Existing GW POU 22-14429
- Twp & Rng
- Section
- QQ

N W E S

Attachment #7a Proposed Location

Jeff Jeppesen

RMEA # 22-0107	
by: KM	
Date: 4/27/2023	

Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.

88070



Legend

- POD 22-7681
- Purchased Acres
- POU 22-7681
- Twp & Rng
- Section
- QQ

N W E S

Attachment #7b Existing Location

Jeff Jeppesen

RMEA # 22-0107	
by: KM	
Date: 4/27/2023	

Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.

88070

RECEIVED JUN 21 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

August 31, 2023

LLKM PROPERTIES
5183 E 21ST S
AMMON ID 83401-8053

Re: Change in Water Right Ownership: 22-7681 (Split into 22-7681 and 22-14572)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: THOMAS E HILL
LEXIE G HILL
ROCKY MOUNTAIN ENVIRONMENTAL

SCANNED
AUG 31 2023

IDAHO DEPARTMENT OF WATER RESOURCES **8/31/2023**

Proof Report

Water Right 22-7681 After Split

Owner Type	**Name and Address**
Current Owner	THOMAS E HILL 1540 S 6000 W DRIGGS, ID 83422-4839 (208) 390-7170
Current Owner	LEXIE G HILL 1540 S 6000 W DRIGGS, ID 83422-4839 (208) 390-7170

Priority Date: 8/30/1990
Basis: License
Status: Active

Source	**Tributary**
GROUND WATER	

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	4/15	10/31	1.570 CFS	430.5 AF
	Total Diversion		1.570 CFS	430.5 AF

Source and Point(s) of Diversion:
GROUND WATER NESWSW Sec. 17, Twp 04N, Rge 45E, TETON County

Place Of Use:
IRRIGATION within TETON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	45E	17											38.0	12.7					50.7
04N	45E	19	39.0																39.0
04N	45E	20					7.0	26.3											33.3

POU Total Acres: 123.0

Conditions of Approval:

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

Comments:
17 jbaily 8/31/2023 Ownership Change
Water right 22-7681 was split into 22-7681 and 22-14572.

SCANNED
AUG 31 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

August 04, 2023

JEFF S JEPPESEN
KODY JEPPESEN
4505 N 4500 W
TETONIA ID 83452-4810

Re: Transfer No: 88070
Water Right No(s).: 22-7681

Transfer Approval Notice

Dear Water Right Holder:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

SCANNED
AUG 07 2023

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a $100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 525-7161.

Sincerely,

Christina Henman
Administrative Assistant

Enclosure
CC:

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

THOMAS E HILL
LEXIE G HILL
1540 S 6000 W
DRIGGS ID 83422-4839

SCANNED
AUG 07 2023

CERTIFICATE OF SERVICE

I hereby certify that on August 04, 2023 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 88070
Water Right No(s).: 22-7681

JEFF S JEPPESEN
KODY JEPPESEN
4505 N 4500 W
TETONIA ID 83452-4810

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

THOMAS E HILL
LEXIE G HILL
1540 S 6000 W
DRIGGS ID 83422-4839

Christina Henman
Administrative Assistant

SCANNED
AUG 07 2023

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

SCANNED
AUG 07 2023

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) The petition for reconsideration is disposed of; or
> (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

SCANNED
AUG 07 2023

MEMORANDUM

Date: July 20, 2023

To: Transfer 88070

From: Brian Normandeau

Re: Review & Evaluation of Sufficiency of Information

This transfer proposes to change the point of diversion and place of use for a 6-acre split portion of water right 22-7681. The new water right (split portion) has been assigned water right number 22-14550.

Authority to File:

Thomas and Lexie Hill are the current owners of record of water right 22-7681. The application included an Agreement for Purchase and Sale of Water Right between Rocky Mountain Water Exchange (RMWE) and the applicants, Jeff and Kody Jeppesen, for the 6-acre portion of the right. In the agreement it states in part that RMWE has the legal right and option to sell water right 22-7681. The applicant is the property owner at the proposed place of use and point of diversion per Teton County parcel data.

Water Right Validity:

Water right 22-7681 was licensed in 2000. Aerial imagery does not clearly demonstrate any 5-year period of non-use for the six acres proposed to be changed by this application. No forfeiture issues identified.

Injury to Other Water Rights:

The proposed point of diversion is not located near any currently existing production wells. The application was not protested. No issues identified.

Enlargement of Use:

Approval of this transfer does not result in an increase to diversion rate, total volume or total irrigated acres covered by this water right. No issues of enlargement identified.

Local Public interest:

No issues identified.

Beneficial Use/Conservation of Water Resources:

No issues identified.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

SCANNED
AUG 07 2023

PROOF OF PUBLICATION
Teton Valley News

RECEIVED

JUL 10 2023

Department of Water Resources
Eastern Region

State of Idaho
County of Teton

I, ~~Dawn Giannini, or~~ Collins Crapo first being duly sworn, depose and say: That I am the ~~Classified Manager, or~~ Processing Clerk employed by Adams Publishing Group of the Rockies LLC, publishers of the Teton Valley News, a newspaper of general circulation, published 1 day, Wednesday at Driggs, Idaho.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Teton Valley News and on IdahoPublicNotices.com for 1 day(s), first publication having been made on 06/28/2023 last publication having been made on 07/05/2023, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

Subscribed and sworn to before me, on this 5th day of July, 2023

BETH CROSSLEY
68167
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/28/28

Notary Public
My commission expires:

_____ attached jurat _____

STATE OF IDAHO

ss.

COUNTY OF TETON

On this 5th day of July, 2023 before me, the undersigned, a Notary public for said state, personally appeared ~~Dawn Giannini or~~ Collins Crapo, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she/they executed the same,

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

BETH CROSSLEY
68167
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/28/28

Notary Public for APG of the Rockies
Residing: Idaho Falls, Idaho
Commission expires:

389276

SCANNED

JUL 19 2023

AD# 389276AD#

NOTICE OF PROPOSED CHANGE OF WATER RIGHT TRANSFER NO. 88070

JEFF S JEPPESEN and KODY JEPPESEN, 4505 N 4500 W, TETONIA, ID 83452-4810 has filed Application No. 88070 for changes to the following water rights within TETON County(s): Right No(s). 22-7681; 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 point of diversion and place of use. Proposed point of diversion is in SENE Sec 6 T05N R45E for 0.08 cfs from ground water. Proposed place of use is in SENE Sec 6 T05N R45E for 6 acres.

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 7/17/2023. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN
Director

Published: June 28, & July 5, 2023 (TVN10320-389276)

SCANNED
JUL 19 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718
Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

June 21, 2023

JEFF S JEPPESEN
KODY JEPPESEN
4505 N 4500 W
TETONIA, ID 83452-4810

RE: Transfer No. 88070
Water Right No(s). 22-7681

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the TETON VALLEY NEWS on 6/28/2023 and 7/5/2023. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

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

SCANNED
JUN 21 2023

Henman, Christina

From: Henman, Christina
Sent: Wednesday, June 21, 2023 3:02 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Teton Valley News
Attachments: 88070 Teton Valley News.docx

LEGAL NOTICE DEPARTMENT
TETON VALLEY NEWS
80 E LITTLE AVE
DRIGGS, ID 83422

RE: Transfer No. 88070
Water Right No(s). 22-7681

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 7/17/2023. Your cooperation is appreciated.

Thank You,

IDAHO DEPARTMENT OF WATER RESOURCES

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

SCANNED
JUN 21 20...

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 88070

JEFF S JEPPESEN and KODY JEPPESEN, 4505 N 4500 W, TETONIA, ID 83452-4810 has filed Application No. 88070 for changes to the following water rights within TETON County(s): Right No(s). 22-7681; 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 point of diversion and place of use. Proposed point of diversion is in SENE Sec 6 T05N R45E for 0.08 cfs from ground water. Proposed place of use is in SENE Sec 6 T05N R45E for 6 acres.

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 7/17/2023. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/28/2023 and 7/5/2023

SCANNED
JUN 21 2023