



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

January 22, 2024

NATURAL GUARDIAN LLC
PO BOX 50277
IDAHO FALLS ID 83405

RE: Change in Ownership Water Right No. 35-2721

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership on April 20, 2023, for the above-mentioned water rights. The Notice could not be processed because there was a parcel that previously was sold off and this parcel was not included in the split nor did the department have a release or agreement from the property to process the application. The department has been in contact with Holden Kidwell Hahn and Crapo working with them for a resolution. Since it has been 9 months since the department received this application, we can no longer justify holding on to this application and filing fees.

Because the department is returning your application you are entitled to a full refund. The department has initiated the refund and it should arrive from the state office in a couple of weeks.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Baily
Technical Records Specialist

cc: Holden Kidwell Hahn & Crapo

Baily, Jonie

From: Baily, Jonie
Sent: Monday, January 22, 2024 10:23 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt

Good afternoon!

I have a refund request as follows:

Receipt number: E049118
Amount: \$100.00
Payable to: HOLDEN KIDWELL HAHN & CRAPO
PO BOX 50130
IDAHO FALLS, ID 83405-0130

Reason: Ownership Change filed. Additional information was requested but not submitted. Therefore, the application is being returned unprocessed and the applicant is entitled to a full refund.

Let me know if you have any questions or need additional information. Have a great day!!!

 IDAHO DEPARTMENT OF
WATER RESOURCES
Jonie Baily | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov

Baily, Jonie

From: Baily, Jonie
Sent: Thursday, December 21, 2023 9:14 AM
To: Luke Marchant
Subject: RE: Natural Guardian

Just checking to see if you have an update on this or are close to a resolution. I will continue to hold for 30 days, then I will return the application unless you feel you are close to a resolution or request, I return it quicker. Thank you and Happy Holidays!

From: Baily, Jonie
Sent: Thursday, November 16, 2023 9:03 AM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: RE: Natural Guardian

Luke:

Do you have an update on this one?

From: Luke Marchant <lmarchant@holdenlegal.com>
Sent: Wednesday, September 20, 2023 2:26 PM
To: Baily, Jonie <Jonie.Baily@idwr.idaho.gov>
Subject: RE: Natural Guardian

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.

Jonie,

Please continue to hold it. I think we are close to a resolution.

Thanks.



Luke H. Marchant
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, Idaho 83405
Phone: (208) 523-0620
Fax: (208) 523-9518
Email: lmarchant@holdenlegal.com

Confidentiality Notice: The information contained in this e-mail and any accompanying attachments, all of which may be confidential and/or privileged, is intended only for use by the person or entity to whom it is addressed. If you are not the intended recipient, any unauthorized use, disclosure, or copying of this e-mail and its contents is strictly prohibited and may be unlawful. If you are not the intended recipient, please immediately notify me by return e-mail and/or telephone to 208-523-0620, and delete the original message and all copies from your system. Thank you.

From: Baily, Jonie <Jonie.Baily@idwr.idaho.gov>
Sent: Wednesday, September 20, 2023 2:25 PM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: RE: Natural Guardian

Mr. Marchant:

Please let me know how to proceed with this application. The department has been holding it for 5 months, if this is something we should return, and it can be refiled once all the issues are figured out let me know so we can get this processed. If you are close to a conclusion with this let me know and I will continue to hold it. Thank you.

From: Baily, Jonie
Sent: Friday, September 1, 2023 11:34 AM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: FW: Natural Guardian

Mr. Marchant:

I know you have been working on the issues associated with this ownership change. I just wanted to send you a reminder we are still waiting for additional information on this ownership change, before the department can process your request. Thank you.

From: Baily, Jonie
Sent: Wednesday, July 12, 2023 8:43 AM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: FW: Natural Guardian

I know you are working on this, just wanted to send a reminder. Thank you for your time.

From: Baily, Jonie
Sent: Thursday, June 1, 2023 9:14 AM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: FW: Natural Guardian

Luke:

Just a reminder we are still holding this one. Please let me know how you want me to proceed. I will hold for 30 more days, unless I hear something different from you. Thank you. Sorry to be a pain.

From: Baily, Jonie
Sent: Tuesday, April 25, 2023 12:04 PM
To: Luke Marchant <lmarchant@holdenlegal.com>
Subject: Natural Guardian

I was getting ready to complete the ownership change for Natural Guardian for 35-2721, when I notice a parcel in the NE quarter that has been sold off according to the parcel data it is owned by Gerald Butikofer (.2 acres) and Juan Arellano (4.8 acres). The department will need a copy of the deed showing the water right was withheld from the sale or an agreement they have no interest in the water right. Also, the property owner will need to be sent a letter informing them of the ownership change per Idaho Code. Let me know if you have any questions. Thank you.

Jonie Baily

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Dr Ste A
Idaho Falls ID 83402
Phone number: (208)525-7161
Email address: jonie.baily@idwr.idaho.gov



Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

Established in 1896

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405
Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
lmarchant@holdenlegal.com

RECEIVED

APR 20 2023

Department of Water Resources
Eastern Region

April 20, 2023

Jonie Baily
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Notice of Change in Ownership of WR 35-2721

Dear Jonie:

Enclosed for processing is a change in ownership and split of WR 35-2721. I have included the necessary conveyance documents as well as a map showing how the water right is to be split. If you would like me to email the shapefile for the split, I can do so.

If you have any questions or need any additional information, do not hesitate to contact me.

Best regards,

Luke H. Marchant
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

g:\wpdata\lhm\11692 natural guardian\040 robison wr 35-2721\2023.04.20 ltr to baily.docx

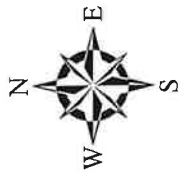
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

- | Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|-----------------------|---|------------------------------|-----------------------|------------------------------|------------------------------|
| 35-2721 <i>OK</i> | Yes ☒ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

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

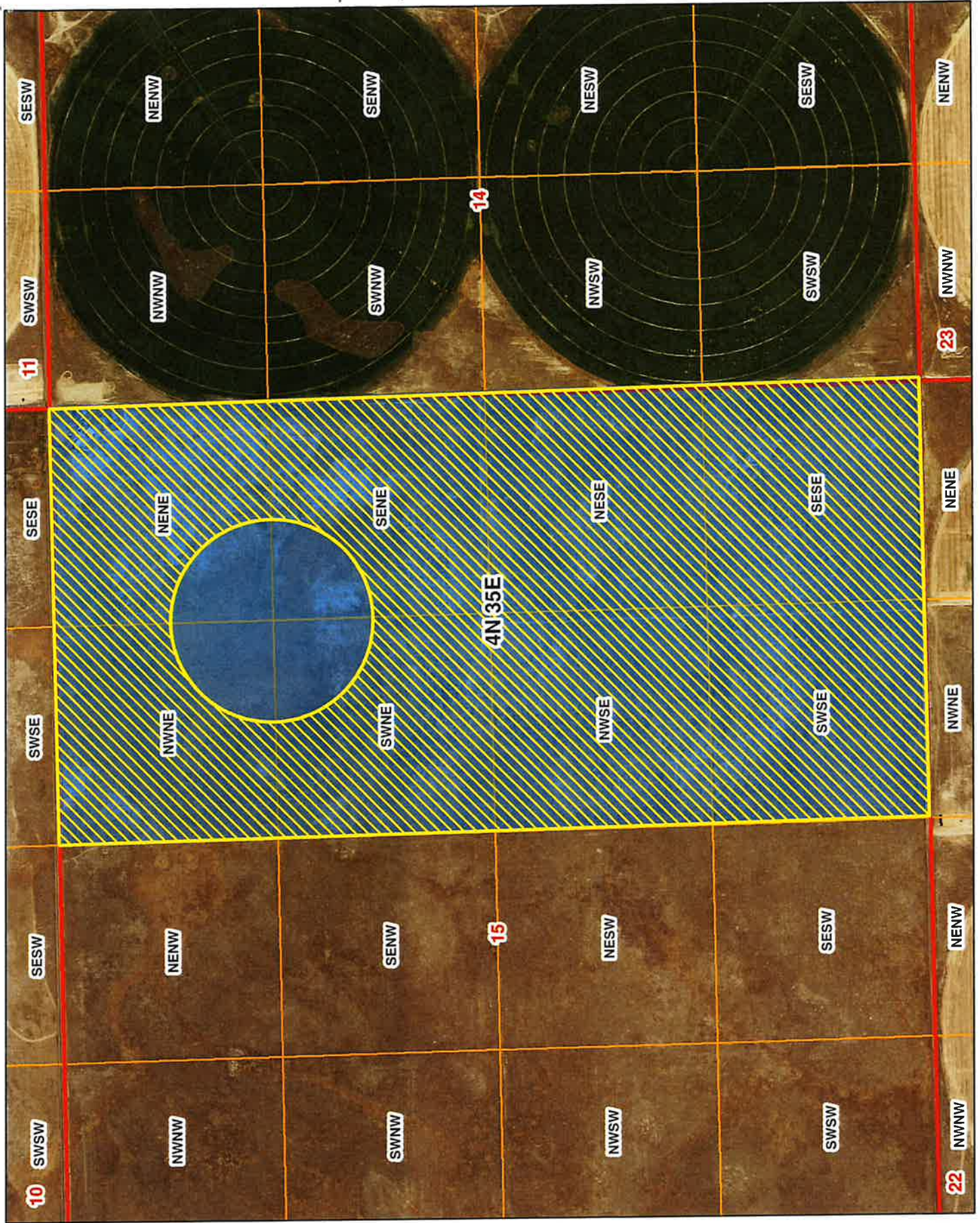
Approved by _____ Processed by _____ Date _____
 Refund Requested 1/22/2024/ Returned Unprocessed.

WATER RIGHT NO. 35-2721 - Ownership Change



Legend

- Natural Guardian
- Acres
- 35-2721 POU
- TR Lines
- Section Lines
- Quarter Quarters



2021 NAIP Photo



Prepared by:
Luke H. Marchant
01/18/2023

Instrument # 1700545
Bonneville County, Idaho Falls, Idaho
09/22/2021 08:57:43 AM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Luke H. Marchant
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Ronald D Robison, whose address is 1949 E Wasatch Blvd, Sandy, UT 84092 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto and **Natural Guardian, LLC**, an Idaho limited liability company, whose address is PO Box 50277, Idaho Falls, ID 83405 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest to the portions of Water Right No. 35-2721 described below (hereinafter the "Water Right"):

Source:	Ground water
Purpose:	Irrigation
Priority:	February 6, 1963
Quantity (Diversion Rate):	4.46 cfs
Quantity (Volume):	1192 acre-feet per annum
Place of Use (Acreage):	298 acres

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.

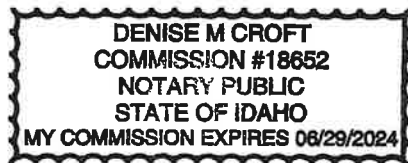
IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed.

DATED this 21st day of September, 2021.

Ronald D Robison
Ronald D Robison

STATE OF IDAHO
County of Bonneville ss.

This record was acknowledged before me on the
RONALD D ROBISON.



21st day of Sept, 2021, by
[Signature]
Notary Public for [Signature]
My Commission Expires: 06/29/24

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 6 day of Aug, 2021 (the "Effective Date"), by and between **Ronald D Robison**, whose address is 1949 E Wasatch Blvd, Sandy, UT 84092 (hereinafter "Seller"), and **Natural Guardian, LLC**, an Idaho limited liability company, whose address is PO Box 50277, Idaho Falls, ID 83405 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller is the owner of Water Right No. 35-2721 (the "Water Right"), which is a water right that was decreed on January 31, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho for irrigation purposes with a priority date of February 6, 1963. The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller now desires to sell, and Buyer desires to buy and transfer to Buyer's intended place of use the Water Right. Buyer has agreed to purchase 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.

Source:	Ground water
Purpose:	Irrigation
Priority:	February 6, 1963
Quantity (Diversion Rate):	4.46 cfs of the total authorized 4.76 cfs
Quantity (Volume):	1192 acre-feet per annum
Place of Use (Acreage):	298 acres of the 318 authorized acres

The above-described portion of the Water Right is referred to 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 Purchased Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.

3. Due Diligence Period, Sufficiency Determination, and Right to Cancellation of Agreement. Buyer will have thirty (30) days from the Effective Date, to perform due diligence on the Purchased Water Right to determine, in Buyer's sole discretion, whether the Purchased Water Right will be sufficient and suitable for Buyer's intended purposes (the "Due Diligence Period"). Without limitation, Seller will cooperate with Buyer's due diligence efforts if requested by: 1) Providing Seller with the assigned water right numbers in IDWR's records and any other relevant information necessary to a determination that the Purchased Water Right will be sufficient for Buyer's intended use; 2) Ensuring that agents, employees, consultants, and representatives of Buyer have reasonable access to the lands on which the Purchased Water Right is currently diverted, transported, and used, at reasonable times, to investigate the suitability of the Purchased Water Right for Buyer's purposes; 3) providing to agents, employees, consultants, and representatives of the Buyer information regarding the historical use of the Purchased Water Right including, without limitation, information relating to the lands irrigated with the Purchased Water Right, any other water rights that may have been used to irrigate the lands upon which the Purchased Water Right has been used, or other uses made by the Purchased Water Right; and 4) providing to agents, employees, consultants, and representatives of the Buyer copies of any deeds, reports, photographs, records of use, correspondence with State or local water officials, or other documents or information that pertain to the validity or historical use of the Purchased Water Right, whether or not in Seller's possession or control.

(a) Completion of Due Diligence. Upon or before expiration of the Due Diligence Period, if the Buyer in its sole discretion, has determined that the Purchased Water Right will be sufficient and suitable for its intended purposes, the Buyer will provide Seller with written notice that Buyer has completed its due diligence and intends to proceed with purchase of the Purchased Water Right contemplated by this Agreement.

(b) Cancellation during Due Diligence. Buyer may cancel and choose not to purchase the Purchased Water Right during the Due Diligence Period, if Buyer determines, in its sole discretion, that the Purchased Water Right will not be sufficient or suitable for Buyer's intended purposes, or for any other reason arising from Buyer's due diligence investigation of the Purchased Water Right. Buyer will communicate Buyer's decision to cancel this Agreement in writing upon or before the expiration of the Due Diligence Period, and upon delivery of such writing this Agreement will immediately terminate and be of no further force or effect.

4. Purchase Price. The purchase price for the Purchased Water Right is **One Million Four Hundred Sixty Thousand Two Hundred dollars (\$1,460,200.00)** (the "Purchase Price").

5. Closing. Closing on the Purchased Water Right will occur within ten (10) days after the completion of the Due Diligence Period contemplated by this agreement. The Closing will occur at the offices of Pioneer Title in Idaho Falls, or at another location convenient to the Parties.

Buyer will have sole possession of and rights to use the Purchased Water Right upon Closing. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.

(a) Documents to be Delivered at Closing.

(1) At Closing, Buyer shall deliver the Purchase Price.

(2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 2** 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.

(b) Fees and Costs of Closing. Any fees charged by Pioneer Title with respect to the Closing shall be paid by Seller. The cost of recording the Deed after Closing, and any associated fees for changing water right ownership with IDWR, 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.

6. 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 has good marketable title to the Purchased Water Right in fee simple, and 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.

(b) Conveyance. Seller shall 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 description set forth on **Exhibit 1**.

(c) 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.

(d) Not Forfeited. No portion of the Purchased Water Right has not 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.

7. 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.
8. 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.
9. 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:

To Seller:

Ronald D Robison
1949 E Wasatch Blvd
Sandy, UT 84092

To Buyer:

Natural Guardian, LLC
PO Box 50277
Idaho Falls, ID 83405

Buyer's Representative:

Luke H. Marchant
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
1000 Riverwalk Dr., Ste. 200
P.O. Box 50130
Idaho Falls, ID 83405

- (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) Broker.
- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.
- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge—other than to Broker—with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

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

[SIGNATURES ON NEXT PAGE]

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

"SELLER"



Ronald D Robison

"BUYER"

NATURAL GUARDIAN, LLC



By: Dustin Barton
Its: Manager's President