

DEPARTMENT OF WATER RESOURCES

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) Fair Dinkum Developments, LLC

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

Yes **N/A** * Means the item is always required and must be included with the application.

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Fair Dinkum Developments, LLC

Phone 208-313-9113

Mailing address 7550 S 35th W Idaho Falls, ID 83402-5711

Email waderumsey@gmail.com

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

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

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates

Phone 208-524-2353

Mailing address 482 Constitution Way Suite 303 Idaho Falls, ID 83402

Email thane.rmea@gmail.com

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

OR

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

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

OR

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

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

Terry Vance Jr
Signature of Applicant or Authorized Representative

Terry Vance Jr
Print Name and Title if applicable

12-13-23
Date

Wade Rumsey
Signature of Applicant or Authorized Representative

Wade Rumsey
Print Name and Title if applicable

12-13-23
Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Applicant proposes a new development consisting of 31 single-family units, 37 town-home units, and 12 small units designated for work force that will use a community water system. This application proposes to transfer a purchased water right to provide in-house culinary ground water for the new uses. See narrative for more details.

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APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	22-13797	0.02 cfs	Domestic	01/01 to 12/31	Groundwater
		6.3 afa	Domestic	to	
☐ ☐					
☐ ☒	22-13958	0.05 cfs	Domestic	01/01 to 12/31	Groundwater
		10.7 afa	Domestic	to	
☐ ☐					
☐ ☐					
☐ ☐					
☐ ☐					
☐ ☐					
☐ ☐					

Total authorized under rights 0.07 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.07 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 #
Yes			SW	SW	19	14 N	44 E	Fremont	Groundwater	

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

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

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14 N	44 E	19											D						
		30						D											
Total Acres (for irrigation use)																			NA

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APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

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

The well will be constructed on the property and will connect to housing units via pipeline. Measurement devices can be attached to well during construction.

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

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

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

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

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

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

If yes, ☐ complete Attachment WSB.

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

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

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

Existing POD: Right 22-13746 is an enlargement right that pertains to a different POU. This has not been delivered for many years. Existing POU: none. Proposed POD/POU: none.

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

Yes No

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

If yes, describe:

NA

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

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:

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

Transfer contains _____ pages and _____ attachments.

Received by MH Date 12/13/23 Preliminary check by _____ Date _____

Fee paid \$1000 (\$450 THIS APP) Date 10/10/23 Received by MP Receipt # E049538

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

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

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 25 day of August, 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. **Fair Dinkum Developments, LLC**, an Idaho limited liability company, whose address is 7550 S 35th W, Idaho Falls, Idaho 83402 (hereinafter "Buyer");

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

RECITALS:

- A. Seller currently has the legal right and option to sell Water Right No. 22-13797 and 22-13958 (the "Water Right"), which were decreed on April 6, 2010 and April 30, 2010 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with priority dates of March 4, 1974 and January 25, 1965, respectively. The current description of the Water Right is more fully set forth in the reports obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy 4.5 acres of the Water Right. Buyer has agreed to purchase 4.5 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:

Water Right No.:	22-13797
Purpose:	Irrigation

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WR FL DATE: 8-25-2023 PAGE 1 OF 17

Priority: March 4, 1974
 Quantity (Diversion Rate): 0.02 cfs of the total authorized 0.68 cfs
 Quantity (Volume): 9.3 acre-feet per annum
 Place of Use (Acreage): 4.5 acres of the 140.3 authorized acres identified on **Exhibit 2.**

Water Right No.: 22-13958
 Purpose: Irrigation
 Priority: January 25, 1965
 Quantity (Diversion Rate): 0.05 cfs of the total authorized 1.46 cfs
 Quantity (Volume): 15.8 acre-feet per annum
 Place of Use (Acreage): 4.5 acres of the 140.3 authorized acres identified on **Exhibit 2.**

Combined Elements of 22-13797 + 22-13958
 Quantity (Diversion Rate): 0.07 cfs
 Quantity (Volume): 15.8 acre-feet per annum
 Place of Use (Acreage): 4.5 acres identified on **Exhibit 2.**

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

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WR / PL DATE: 8-25-2023 PAGE 2 OF 17

completion.

6. Transfer Contingencies.

- (a) Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. 22-13746, are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. 22-13746.
- (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect, and Buyer shall return the Earnest Money to Buyer.
- (c) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 4.5 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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DATE: 8-25-2023 PAGE 3 OF 17

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 another location mutually agreed by the Parties.

- (c) Documents to be delivered at Closing.

(1)

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

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

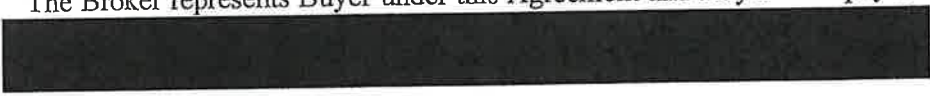
8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be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

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

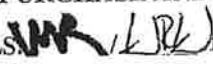
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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- (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
 - (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
 - (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:
- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
 - (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
12. Broker.
- (a) The Broker represents Buyer under this Agreement and Buyer shall pay a 
 - (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS  DATE: 8-25-2023 PAGE 5 OF 17

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

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

_____/_____
Initials

Limited Dual Agency and / or
Assigned Agency

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

OR

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

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88696

WR / _____
Initials

hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

Single Agency

13. Miscellaneous.

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

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC	Fair Dinkum Developments, LLC
482 Constitution Way Suite 303	7550 S 35 th W
Idaho Falls, ID 83402	Idaho Falls, ID 83402-5711
Email: rog.rmea@gmail.com	Email: waderumsey@gmail.com
	Or terryvancejr@aol.com
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
Reed Nord	
3525 Merlin Dr.	
Idaho Falls, ID 83404	
Email: rgnord@ida.net	

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WR / LD DATE: 8-25-2023 PAGE 7 OF 17

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

- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.

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

"SELLER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**



By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



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

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"BUYER"

FAIR DINKUM DEVELOPMENTS LLC



By: Wade Rumsey

Its: Member

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Exhibit 1

The "Water Right"

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

Water Right Owners

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

Water Right Status

Priority Date : 3/4/1974
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	06N	40E	32	0	SF	NW	SW	MADISON	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.68 CFS	289,90 AFA
TOTAL			0.68 CFS	289,90 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (MADISON county)

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

Irrigation Totals

Total Acres	Acre Limit
140.30	

Conditions

Code Conditions

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WJL WJL DATE: 8-25-2023 PAGE 10 OF 17

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

Dates

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

Other Information

State or Federal : S
 Water District Number : 100
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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

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

Water Right Status

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

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

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

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.46 CFS	491.00 AFA
TOTAL			1.46 CFS	491.00 CFS

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

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

Irrigation Totals

Total Acres	Acres Limit
140.30	

Conditions**Code Conditions**

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WV KL DATE: 8-25-2023 PAGE 12 OF 17

- 214 Prior to the diversion and use of water under Transfer approval 06273, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
- K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
- O01 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

Licensed Date :
 Decreed Date : 4/30/2010
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date :
 Protest Deadline Date :

Other Information

State or Federal : S
 Water District Number : 100
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Combined Acre Limit :
 Combined Volume Limit : 619.70
 Combined Rate Limit : 1.16
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DIF Act Number :
 Cary Act Number :
 Mitigation Plan: false

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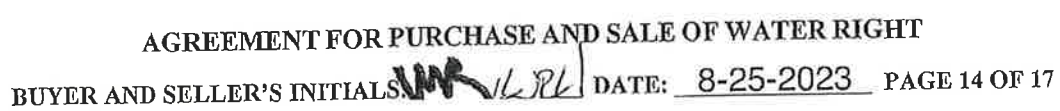


**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

BRADLEY B. JENSEN, dba B & B FARMS, whose address is 5975 West 3800 South, Rexburg, Idaho 83440 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **FAIR DINKUM DEVELOPMENTS, LLC**, an Idaho limited liability company, whose address is 7550 S 35th W, Idaho Falls, Idaho 83402 (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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WR / PL DATE: 8-25-2023 PAGE 15 OF 17

"GRANTOR"

B&B FARMS

Bradley B. Jensen, Managing Member

STATE OF IDAHO)
)ss.
County of _____)

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

Notary Public for Idaho
My Commission Expires: _____

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: WR DATE: 8-25-2023 PAGE 17 OF 17

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

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

1. **B & B Farms, c/o Bradley G. Jensen**, whose address is 2509 S 5500 W, Rexburg, ID 83440 (hereinafter "Seller"); and
2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Exchange"); and
3. **Keller Williams Realty East Idaho**, an Idaho limited liability partnership acting on behalf of Exchange, whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with D'Wayne Coburn as broker and Reed D. Nord acting as agent for the broker (hereinafter the "Broker").

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

RECITALS:

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

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

- C. Seller [] HAS NOT historically used any other water entitlements or other supply (such as water from a canal company or irrigation district) to irrigate the place of use or any portion thereof of the place of use described on the Water Right or [] HAS historically used another water supply to irrigate the place of use or any portion thereof of the place of use described on the Water Right, with such other water supply described as follows:
-
- D. A legally necessary step associated with the sale of Idaho water rights to others for use on their property or properties is to change one or more certain elements of such water rights² pursuant to Idaho Code § 42-222 and its associated IDWR memoranda and other binding authority. The administrative process to amend water rights in Idaho is called a "transfer."
- E. Water right transfers are complicated because they are subject to consistently changing policies and procedures of the Department.³ Water right transfers are also uncertain because transfer applications are advertised to allow for protests against the application. A protest triggers a contested case proceeding before a hearing officer of the Department.
- F. Transfers of the point(s) of diversion of ground water rights within or close to the Eastern Snake Plain Aquifer (the "ESPA") also require "an attachment with the application that sets forth the time series of calculated depletions (transient to steady-state) to reaches of the Snake River that are hydraulically-connected to the ESPA using or based on the department's current ground water model for the ESPA, or other equivalent analysis acceptable to the department." *Administrator's Memorandum, Transfer Processing No. 24., Transfer Processing Policies and Procedures*, December 21, 2009, at 12 (hereinafter the "Transfer Memo"). The Excel[®] spreadsheet-based interface that runs IDWR's most recent iteration of its ground water model (ETRAN) is called the "Transfer Tool."⁴
- G. Because of the complexity associated with water right transfers, Exchange is engaged in the business of matching sellers of water rights with interested buyers of water rights where the water rights are capable of being transferred to a buyer's place of use or for a buyer's desired purposes. Under the provisions of this Agreement, Seller desires to designate a minimum purchase price it desires to receive for the Water Right, and to authorize Exchange to market the Water Right and perform other necessary work for potential buyers to enter into a contract to purchase the Water Right.

² These elements are point of diversion, place of use, period of use, and nature of use.

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

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

H. Accordingly, the Parties hereby agree as follows.

AGREEMENTS:

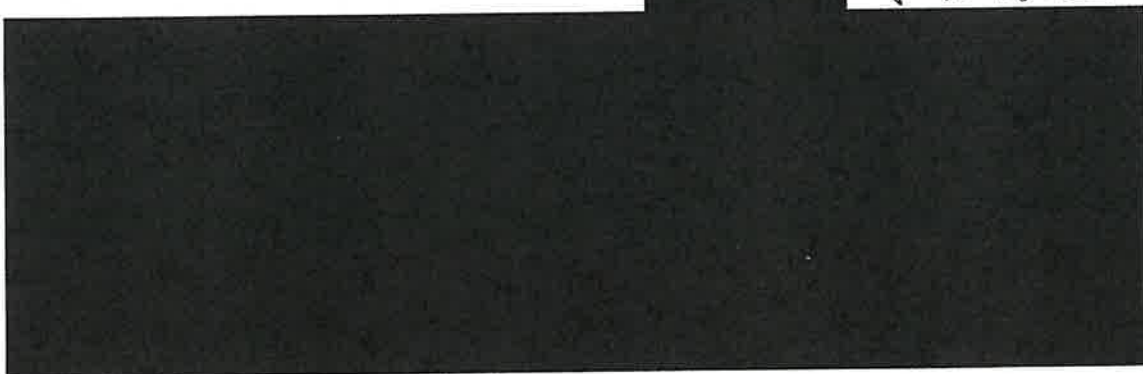
1. EXCLUSIVE RIGHT TO SELL.

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

2. TERM OF AGREEMENT.

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

3. DESIGNATION OF PURCHASE PRICE.



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

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

4. SELLER REPRESENTATIONS AND WARRANTIES.

Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:

- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement and has good marketable title to the Water Right in fee simple or discloses that the Water Right is subject to the following liens, encumbrances, or other title defects: (list each lien holder's name, address and account number, if known: *(write NONE if there are no liens or encumbrances and initial on right side of contract: None*)

- (b) Removal of Liens and Encumbrances. Seller (at its expense) shall remove all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing. Additionally, Seller authorizes Exchange to request the above lien holder(s) to release information to Exchange concerning the above lien(s). Seller agrees to indemnify and hold Exchange harmless in the event of any legal action because of any undisclosed liens, encumbrances, or title defects.
- (c) Conveyance. At Closing, Seller shall then convey the Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**. Accordingly, Seller agrees to obtain a partial release of mortgage from any lien holder(s) prior to Closing.
- (d) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (e) Not Forfeited. No portion of the Water Right has been forfeited through five years of nonuse or abandoned in whole or in part, unless the Water Right has been protected through an acceptable method under Idaho law and/ IDWR standards.
- (f) Entity Representation. If Seller is a corporation, limited liability company, partnership, or other form of entity other than an individual, the undersigned represents and warrants that it is an agent of Seller and is authorized and empowered by the Seller to execute this Agreement on behalf of the Seller.

- (g) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

5. EXCHANGE REPRESENTATIONS AND WARRANTIES.

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

6. WARRANTIES TO SURVE CLOSING.

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

7. CLOSING.

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

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

- (c) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
 - (1) At Closing, Exchange shall deliver the Purchase Price.
 - (2) At Closing, Seller shall deliver to Exchange, or, if a simultaneous closing is preferred by Exchange, to the buyer of the Water Right or any portion thereof, the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 4** for the Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of preparing and recording the Deed shall be paid by Buyer. All other closing fees shall be paid by Exchange and/or a buyer of the Water Right or portion thereof. All other expenses not specifically referenced in this Agreement but related to the transfer or transfers and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8. DEFAULT.

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

9. INQUIRIES.

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

10. MARKETING EFFORTS.

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

11. MISCELLANEOUS.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (c) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (d) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (e) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (g) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (h) Essence of Time. Time is of the essence in this Agreement.

12. REPRESENTATION CONFIRMATION.

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

Section 1:

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

Section 2:

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

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

13. STATEMENT OF UNDERSTANDING.

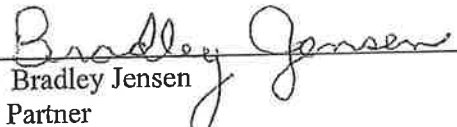
If you do not understand any statement in this Agreement, do not sign below. If you understand this Agreement, initial here: _____.

[SIGNATURES ON FOLLOWING PAGE]

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

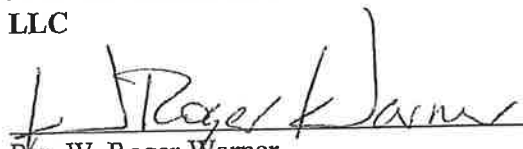
"SELLER"

B & B FARMS


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

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO

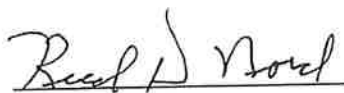

D'Wayne Coburn
By: Reed D. Nord, Agent for Broker

EXHIBIT 1

WATER RIGHT REPORT

Close

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

Water Right Owners

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

Water Right Status

Priority Date : 3/4/1974
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

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

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.68 CFS	289.90 AFA
TOTAL			0.68 CFS	289.90 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (MADISON county)

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

Irrigation Totals

Total Acres	Acres Limit
140.30	

Conditions

Code Conditions

X35 Rights 22-13797 and 22-13958 when combined shall not exceed a total annual maximum diversion volume of 491 af at the field headgate, and the Irrigation of 140.3 acres.

R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 100.

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

Dates

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

Other Information

State or Federal : S
 Water District Number : 100
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

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Close

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

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

Water Right Status

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

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

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

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.46 CFS	491.00 AFA
TOTAL			1.46 CFS	491.00 CFS

Places of Use
[Fullsize View](#)
[Pager View](#)
Place of Use Legal Description : IRRIGATION (MADISON county)

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

Irrigation Totals

Total Acres	Acres Limit
140.30	

Conditions**Code Conditions**

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

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

Dates

Licensed Date :
 Decreed Date : 4/30/2010
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date :
 Protest Deadline Date :

Other Information

State or Federal : S
 Water District Number : 100
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Combined Acre Limit :
 Combined Volume Limit : 619.70
 Combined Rate Limit : 1.46
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan : False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

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EXHIBIT 4

SPECIAL WARRANTY DEED FOR WATER RIGHT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

_____[NAME OF SELLER], _____[TYPE OF
ENTITY], whose address is _____[ADDRESS]
(hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto
_____[NAME OF BUYER], _____
[TYPE OF ENTITY], whose address is _____[ADDRESS], (hereinafter "Grantee")
and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right
described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

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

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

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

DATED this _____ day of _____, 20____.

"GRANTOR"

STATE OF IDAHO)
)ss.
County of _____)

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

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

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

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A

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

Attachment #5: Hydrologic Analysis

Dinkum Developments, LLC

Applicant proposes to transfer 10.6 acre-feet annually (afa) from a well located near Rexburg in NWSW, Section 32, T06N R440E ("From" Well; model-grid cell row 61 column 183) to a location outside of the Eastern Snake River Plain Aquifer Model version 2.2 (ESPAM2.2) grid. The location is north of Island Park in SWSW Section 19, T14N R44E ("To" Well; see Figure A below). The purpose of this report is to quantify the changes to reaches of the Snake River that would result from the proposed transfer.

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



Analysis of Effects at "To" Well Location

Due to the distance of the "To" Well from the ESPAM2.2 boundary, Idaho Department of Water Resources' (IDWR's) Transfer Analysis Spreadsheet version 3.4 (Transfer Tool) could not evaluate the depletionary effects at the "To" Well. Instead, Rocky Mountain Environmental Associates (RMEA) applied a modified Jenkins method of computing the fraction of stream (or river) depletion by wells (Jenkins, 1968). The original Jenkins method provides tools that simplify the computations first introduced by Glover and Balmer (1954). The modified method used for this analysis was designed to specifically apply to wells located between two rivers (Contor, 2011), as is the case here (See Figure B). By conservation of mass, the pumping volume of 10.6 acre feet annually (afa) eventually will propagate to the Henry's Fork River and its tributaries, equilibrating to **3.52 acre feet (af)/trimester on average**.

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



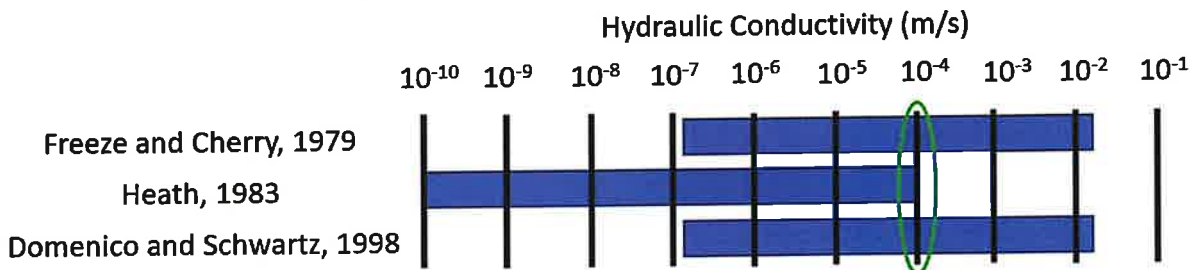
The modified Jenkins analysis provides estimates of the timing of accrual of effects to the Henry's Fork and its tributaries, and is compatible with the conservation of mass approach; in Jenkins and the

modification, the river(s) are the sole source of water to the aquifer and therefore all effects eventually are indicated to come from the river(s). A detailed description of methods are as follows:

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

- *Distance of pumping from the river:* The proposed well location is approximately 1,900 feet (ft) south of an unnamed stream tributary to the Henry's Fork and 6,700 ft north of Henry's Fork itself.
- *Specific yield of the aquifer:* The driller's report (also known as well logs) for eight (8) surrounding wells suggest that the aquifer is largely composed of fractured basalt (Driller's Reports in Appendix; IDWR, 2023). Thus, a specific yield of 0.05, which is normal for fractured basalts (Woessner and Poeter, 2020), should adequately represent the aquifer.
- *Transmissivity of the aquifer:* RMEA calculated transmissivity for this analysis by multiplying the aquifer's estimated hydraulic conductivity by its estimated saturated thickness. The result was a transmissivity of approximately 2,267 square feet per day (ft²/day). The following provides a more detailed description of the hydraulic conductivity of the aquifer and of its saturated thickness:
 - As explained above, the driller's reports from surrounding wells suggest that the aquifer is composed of fractured basalt. Estimates of hydraulic conductivity for fractured basalt range from approximately 10^{-10} to approximately 10^{-2} meters per second (m/s; See Figure C). A value for hydraulic conductivity (K) of 10^{-4} meters per second (m/s) or 28.3 feet per day (ft/day) was chosen because it represents a value intermediate between the low and high values (on a logarithmic scale) suggested by reference sources. Additionally, the value chosen falls within a range that all three (3) reference sources cited agree could reasonably represent the aquifer. However, high estimates of hydraulic conductivity generally predict more rapid propagation of depetionary effects and some references suggest that actual hydraulic conductivity may be orders of magnitude higher than the value used in this analysis.
 - The driller's reports suggest a static water level of approximately 30 ft below ground surface (BGS). One well (owned by Charles Lundeen; see Appendix) indicates a confining clay layer at a depth of approximately 110 ft BGS. Thus, RMEA used a saturated thickness (b) of 80 ft (110 ft BGS - 30 ft BGS = 80 ft BGS).
 - $\text{Transmissivity} = Kb = (28.3 \text{ ft/day})(80 \text{ ft}) = 2,267 \text{ ft}^2/\text{day}$

Figure C: Hydraulic conductivity by literary reference with selected value circled



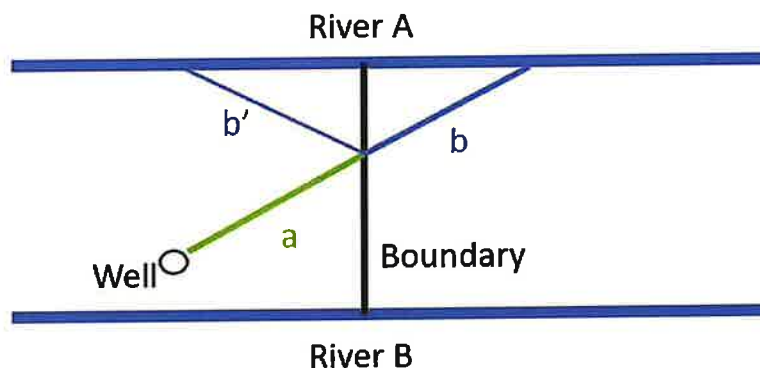
All uses and modifications of the Jenkins method includes several assumptions about aquifer and river systems when modeling river depletion. Referring to these assumptions, Jenkins states, "The usefulness of the tools presented in this report will depend to a large extent on the degree to which the user recognizes departures from ideal conditions, and on how well he [or she] understands the effects of these departures on stream depletion." To understand the effects of the assumptions made in this analysis, RMEA will discuss three of the assumptions that were not met and how they will affect the results.

1. The Jenkins method assumes that rivers are strait lines. Thus, to perform this analysis, RMEA drew two assumed-strait-line rivers that generally followed the course of the actual river. In places where the actual river is closer to the well than the assumed-straight-line river, the estimates produced by the analysis will be lower than actual values. In cases where the river is further from the proposed well than the assumed-strait-line river is, the estimates produced by the analysis will be higher than actual values. Conceptually, the underestimates for nearer locations should be approximately offset by the overestimates for farther locations.
2. The modification that uses two rivers assumes that the rivers parallel to each other or equidistant from each other at all locations along their course. Though this scenario fails to honor the assumption of parallel rivers, RMEA does not expect that the numerical results will be biased larger or smaller than actual values. RMEA established this expectation because locations where the rivers are closer together than the modified Jenkins method assumes (in this case, the portion of the rivers east of the proposed well location) are offset by locations where the rivers are further apart than the modified Jenkins method assumes (in this case, the portion of the rivers west of the proposed well location). Another way of thinking about the scenario is that the distance between the rivers increases to the west at the same rate that it decreases to the east. However, it should be remembered that even though the numerical value is unchanged, the eastern portion of the rivers will have greater depletions than the western portions and the effects will accrue more rapidly.
3. The Jenkins method assumes that the aquifer is semi-infinite in space meaning that the only aquifer recharge boundary is the river included in the analysis, and extending this to the two-rivers modification would imply an assumption that the strip of aquifer lying between the two streams extends infinitely to the east and to the west. The modified method documents MODFLOW modeling and image-well reasoning that show only

trivial consequences from the violation of this assumption when the lateral terminations are no-flow boundaries. In this case, the east lateral termination is the Henry's Fork itself, which is a recharge boundary. Compared to the semi-infinite model or the no-flow-boundary model, effects of pumping that reach this eastern recharge boundary will be expressed immediately at that location, rather than at the more distant actual (semi-infinite) or reflected (no-flow-boundary) distances. As illustrated in Figure D, the result will be that actual propagation to the Henry's Fork will be somewhat more rapid than the propagation estimated by the modified method; effects in the semi-infinite case will propagate along distance $(a + b)$, in the no-flow-boundary case along numerically-equal distance $(a + b')$, but in the recharge-boundary case along shorter distance (a) . In the specific case illustrated here, the east-boundary segment of the Henry's Fork can be compared to the segments of the Henry's Fork and the tributary that are east of the proposed well and west of the east-boundary segment.

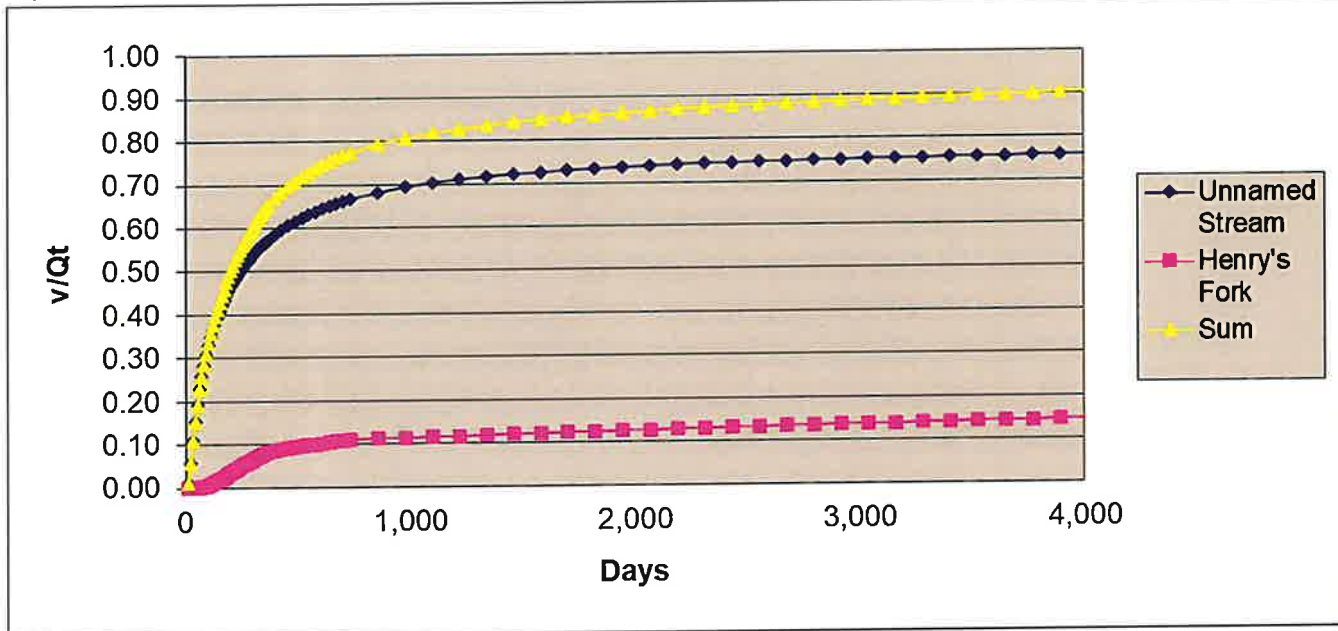
Conceptually considering a circle that extends far enough from the well to encompass the full length of the east-boundary segment of the Henry's fork, that segment is visually estimated to be approximately one-sixth to one-eighth of the length of streams captured within that circle. The temporal representation of five-sixths to seven-eighths of the effect will be correct, and about one-sixth to one-eighth of the effect will accrue somewhat faster than indicated. This will not affect the inherent condition of the Jenkins and modified Jenkins methods that 100% of pumping eventually will be indicated to accrue to the stream(s), but it does affect estimates of timing.

Figure D: Conceptual diagram of lateral recharge boundary



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

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



Analysis of Effects at "From" Well Location

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

$$\text{Equation 1: } \frac{10.6 \text{ afa}}{3 \text{ trimesters}} = 3.53 \text{ af per trimester}$$

By retiring the proposed 10.6 afa at the "from" Well, a benefit is created in the reaches of the Snake River, including a benefit in the Henry's Fork. In the Ashton to Rexburg reach, transient effects begin at 0.00 af/trimester and progress gradually to **1.82 af/trimester at steady state**.

Net Effects of Proposed Transfer

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

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

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

$$\begin{aligned} \text{Equation 3: } 3.53 \frac{\text{af}}{\text{tri}} \text{ due to proposed pumping} - 1.82 \frac{\text{af}}{\text{tri}} \text{ due to cessation of pumping} = \\ 1.71 \frac{\text{af}}{\text{tri}} \text{ net effects to the Henry's Fork} \end{aligned}$$

Because 1.71 af/trimester is less than the IDWR-defined-de minimis threshold of two (2) af/trimester, **no mitigation is required for this transfer when modeled at steady state.**

As with the steady state calculations, transient effects were calculated using Equation 2 and its associated sign convention. The calculations and results are shown in Table 1. Because the transient accruals due to the cessation of pumping increase as pumping continues, Table 1 only shows the net effects out to five (5) years, at which point the difference between steady state depletions (equivalent to maximum depletions) due to pumping and transient accruals is always less than the *de minimis* threshold.

Table 1:

Trimester	Proposed Pumping	Cessation of Pumping	Net Effects
SPR 2024	1.328	0.382	0.946
SUM 2024	1.940	0.666	1.274
WIN 2024	2.313	0.863	1.451
SPR 2025	2.503	1.005	1.498
SUM 2025	2.639	1.113	1.526
WIN 2025	2.741	1.197	1.544
SPR 2026	2.803	1.265	1.538
SUM 2026	2.851	1.320	1.531
WIN 2026	2.891	1.367	1.524
SPR 2027	2.923	1.406	1.517
SUM 2027	2.951	1.440	1.511
WIN 2027	2.975	1.469	1.506
SPR 2028	2.996	1.494	1.502
SUM 2028	3.015	1.517	1.498
WIN 2028	3.031	1.537	1.495

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

Assumptions and Conclusions

In this analysis, calculations are made with the assumption that the cessation of pumping occurs at the same time as the new proposed pumping. However, the cessation of pumping began in 2023, approximately a year before the new proposed pumping will begin. Additionally, the proposed pumping is associated with housing development that will take place gradually over an extended period of time. This will result in a gradual increase in pumping rather than an instantiations increase in 2024 as was assumed in this analysis. Had these nuances (i.e., cessation of pumping in 2023 and gradual increase in proposed pumping) been included in this analysis, the results of transient analysis would have revealed smaller (or potentially beneficial) net effects. **Thus, the results of the transient analysis likely overestimate actual effects to the Henry's.**

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

this analysis have two opposite effects. Assumptions concerning the nature of the Henry's Fork (i.e., the assumed strait line streams and the lateral boundary) may have biased the calculated depletions to be lower than actual depletions will be. Conversely, the assumption of uniform timing (i.e. cessation began in the same season as proposed pumping) may have biased the calculated depletions to be higher than actual depletions will be.

Figure F. Excerpt of Data Entry Page.

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPA

Cells this color are set up for user entries

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

TRANSFER NO:

YEAR:

SEASON: TRANSFER NAME:

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	27	61	0	0
COLUMN	204	183	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1974	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1974	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1974	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1975	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1975	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1975	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1976	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1976	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1976	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1977	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1977	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1977	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1978	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1978	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1978	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1979	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 1979	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 1979	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 1980	0.00	3.53	3.53	0.00	0.00	0.00	0.00

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

SPR 2020	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 2020	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 2020	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 2021	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 2021	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 2021	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 2022	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 2022	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 2022	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 2023	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SUM 2023	0.00	3.53	3.53	0.00	0.00	0.00	0.00
WIN 2023	0.00	3.53	3.53	0.00	0.00	0.00	0.00
SPR 2024	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2024	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2024	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2025	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2025	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2025	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2026	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2026	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2026	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2027	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2027	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2027	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2028	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2028	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2028	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2029	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2029	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2029	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2030	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2115	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2115	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2115	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2116	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2116	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2116	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2117	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2117	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2117	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2118	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2118	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2118	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2119	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2119	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2119	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2120	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2120	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2120	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2121	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2121	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2121	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2122	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2122	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2122	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SPR 2123	0.00	0.00	3.53	0.00	0.00	0.00	0.00
SUM 2123	0.00	0.00	3.53	0.00	0.00	0.00	0.00
WIN 2123	0.00	0.00	3.53	0.00	0.00	0.00	0.00

Figure G. Net Transfer Graph

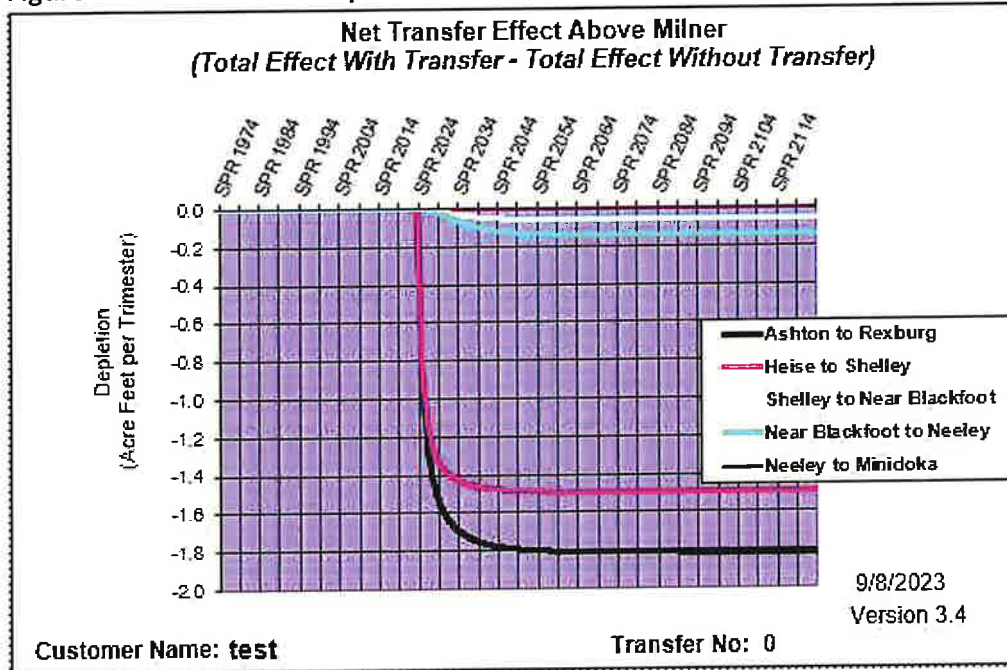


Figure H. Excerpt of Calculated Effects.

	Net Transfer Effect (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blackft	Nr Blackft Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SPR 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1978	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1979	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1980	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Figure H. Excerpt of Calculated Effects (continued).

SPR 2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2022	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	-0.4	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	-0.7	-0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	-0.9	-0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	-1.0	-0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	-1.1	-1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	-1.2	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	-1.3	-1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	-1.3	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	-1.4	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	-1.4	-1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	-1.4	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	-1.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	-1.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	-1.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	-1.5	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	-1.6	-1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	-1.6	-1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	-1.6	-1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	-1.6	-1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2115	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2115	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2115	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2116	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2116	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2116	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2117	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2117	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2117	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2118	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2118	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2118	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2119	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2119	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2119	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2120	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2120	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2120	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2121	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2121	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2121	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2122	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2122	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2122	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2123	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2123	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2123	-1.8	-1.5	-0.1	-0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Figure H. Excerpt of Calculated Effects (continued).

Enter First Time Step of Transfer: SPR 2024													
Month:	161	Month: APR											
	ARR	HHS	SNB	NBN	NM	OWB	RTS	TS	TSM	M	MB	Total	
Preexisting Effects @ SS (Last Time Step)	1.82	1.50	0.07	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83	Total Effects without Transfer - Last Time Step
Steady State - Value of Dep. @ Last Time Step	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Total Effects with Transfer - Last Time Step
Preexisting Effects @ Transient State (Max Value Time Step)	1.82	1.50	0.07	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83	Total Effects without Transfer - Cumulative to Max Value from Total Effects with Transfer
Transient State - Max. Value of Dep. After Transfer	1.43	1.14	0.05	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.78	Total Effects with Transfer - Max Value from Start of Transfer to Last Time Step
Steady State Change:	-1.82	-1.50	-0.07	-0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Transient State Change:	-0.38	-0.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

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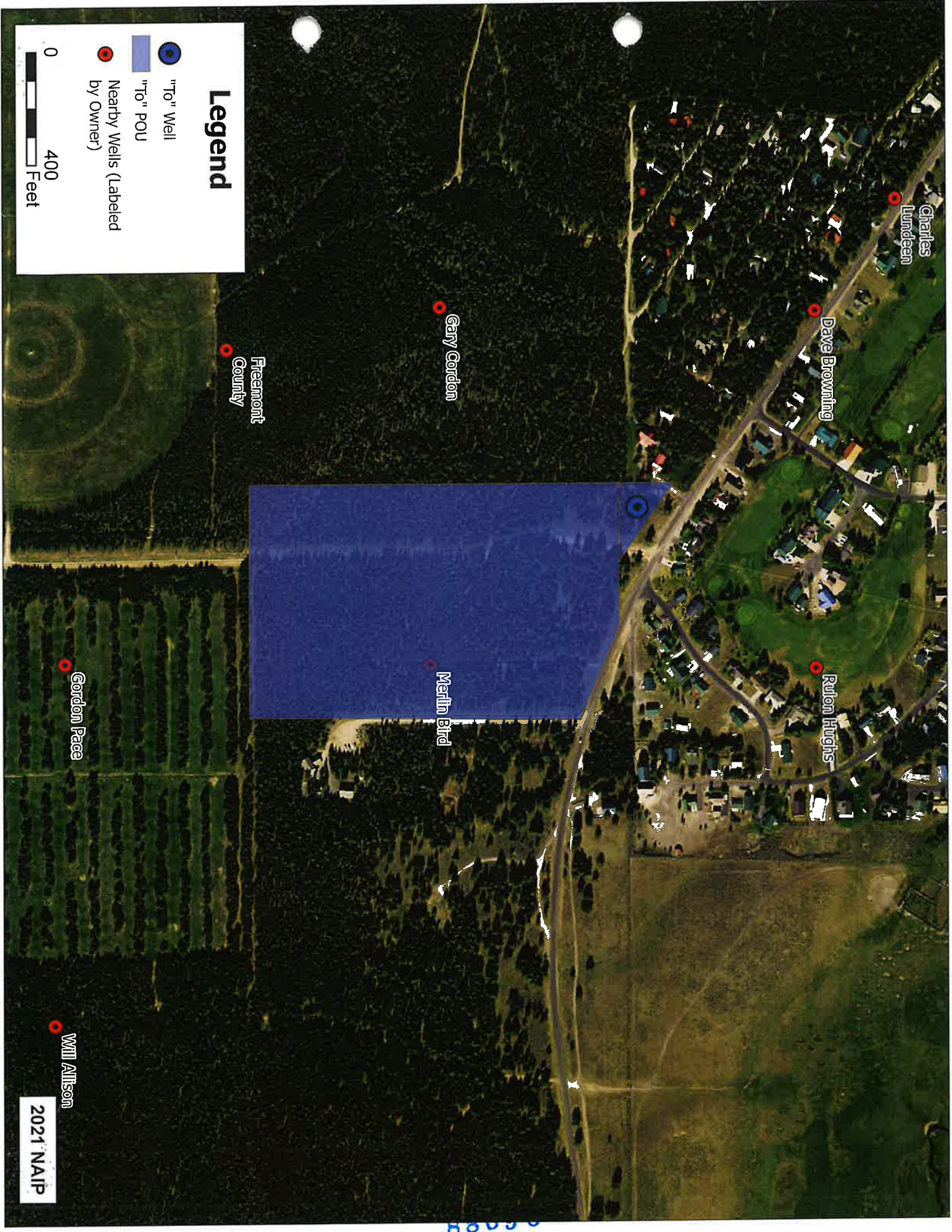
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Appendix: Nearby Well Logs



Legend

-  "To" Well
-  "To" POU
-  Nearby Wells (Labeled by Owner)

0 400 Feet

OCT 19 1972

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Administration within 30 days after the completion or abandonment of the well.

Department of Water Administration

1. WELL OWNER Name <u>Rulon Hughs</u> Address <u>ISLAND PARK, Idaho</u> Owner's Permit No. _____	7. WATER LEVEL Static water level <u>20</u> feet below land surface Flowing? ☐ Yes ☒ No G.P.M. flow _____ Temperature <u>50</u> ° F. Quality <u>Good</u> Artesian closed-in pressure _____ p.s.i. Controlled by ☐ Valve ☐ Cap ☐ Plug																																																	
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning) _____	8. WELL TEST DATA <u>No Test</u> ☐ Pump ☐ Bailor ☐ Other Discharge G.P.M. _____ Draw Down _____ Hours Pumped _____																																																	
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock	9. LITHOLOGIC LOG <table border="1"><thead><tr><th rowspan="2">Hole Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>6</td><td>0</td><td>1-6"</td><td>Soil</td><td></td><td>X</td></tr><tr><td rowspan="4">6</td><td>1-6'</td><td>6'</td><td>Gravel, clay + Boulders</td><td></td><td>X</td></tr><tr><td>6</td><td>45</td><td>sand, some clay</td><td></td><td>X</td></tr><tr><td>45</td><td>54</td><td>Gravel</td><td></td><td>X</td></tr><tr><td>54</td><td>59</td><td>Clay</td><td></td><td>X</td></tr><tr><td>6</td><td>59</td><td>65</td><td>Clay & Gravel</td><td></td><td>X</td></tr><tr><td>6</td><td>65</td><td>66</td><td>Gravel</td><td>X</td><td></td></tr></tbody></table>	Hole Diam.	Depth		Material	Water		From	To	Yes	No	6	0	1-6"	Soil		X	6	1-6'	6'	Gravel, clay + Boulders		X	6	45	sand, some clay		X	45	54	Gravel		X	54	59	Clay		X	6	59	65	Clay & Gravel		X	6	65	66	Gravel	X	
Hole Diam.	Depth		Material	Water																																														
	From	To		Yes	No																																													
6	0	1-6"	Soil		X																																													
6	1-6'	6'	Gravel, clay + Boulders		X																																													
	6	45	sand, some clay		X																																													
	45	54	Gravel		X																																													
	54	59	Clay		X																																													
6	59	65	Clay & Gravel		X																																													
6	65	66	Gravel	X																																														
4. METHOD DRILLED ☒ Cable ☐ Rotary ☐ Dug ☐ Other																																																		
5. WELL CONSTRUCTION Diameter of hole <u>6</u> inches Total depth <u>66</u> feet Casing schedule: ☐ Steel ☐ Concrete Thickness _____ Diameter _____ From _____ To _____ <u>.250</u> inches <u>6</u> inches + <u>1</u> feet <u>66</u> feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet _____ inches _____ inches _____ feet _____ feet Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch Size of perforation _____ inches by _____ inches Number _____ From _____ To _____ _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No Size of gravel _____ Placed from _____ feet to _____ feet Surface seal? ☒ Yes ☐ No To what depth <u>18</u> feet Material used in seal ☐ Cement grout ☒ Puddling clay																																																		
6. LOCATION OF WELL Sketch map location must agree with written location. County <u>Fremont</u> <u>SW 1/4 SW 1/4 Sec. 19, T. 14 N, R. 44 E</u>	10. Work started <u>July 20, 71</u> finished <u>July 21, 72</u> 11. DRILLER'S CERTIFICATION <u>4423</u> This well was drilled under my supervision and this report is true to the best of my knowledge. <u>Hopkins Brothers</u> <u>32</u> Driller's of Firm's Name Number <u>Thornton, Idaho</u> <u>83453</u> Address <u>Shawn D. Hopkins</u> <u>9/5/72</u> Signed By Date																																																	

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE, BLUE, AND PINK COPIES TO THE DEPARTMENT

8696

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

OCT 15 1985

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

88696

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

RECEIVED
MAY 22 1970

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY

88696

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

RECEIVED
MAY 14 1960
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY

8696

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0063430

Drilling Permit No. _____

Water right or injection well # _____

2. OWNER: Fremont County - well #1

Name IPWWTP 56 Edstrom Construction

Address 125 N. Bridge Street, Suite #3

City St. Anthony State ID Zip 83445

3. WELL LOCATION:

Twp. 14 North ☒ or South ☐ Rge. 43 East ☒ or West ☐

Sec. 25 1/4 SE 1/4 NE 1/4

Gov't Lot _____ County Fremont

Lat. _____ (Deg. and Decimal minutes)

Long. _____ (Deg. and Decimal minutes)

Address of Well Site Forest Service Road - Building

4125 City Marcks Inn

Lot. _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☒ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☒ New well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method/procedure
Bentonite	50	59	5 bags	Pow
Bentonite	4	40	22 bags	Pow

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
10"	+2	5	Sch 20	Steel	☒	☐	☐	☐
2"	+2	70	Sch 40	PVC	☒	☒	☒	☐
2"	+2	50	Sch 40	PVC	☒	☒	☒	☐

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☒ N Method _____

Manufactured screen ☒ Y ☐ N Type 2" Sch 40 PVC Screen

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
60	70	.020		2"	PVC	Sch. 40
40	50	.020		2"	PVC	Sch. 40

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method
Colorado Sands	59	70	19 bags	Pow
Colorado Sands	40	50	11 bags	Pow

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 45 Static water level (ft) 45

Water temp. (°F) _____ Bottom hole temp. (°F) _____

Describe access port _____

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)

Test method:

Pump ☐ Baller ☐ Air ☐ Flowing artesian ☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
10	0	5	Overburden		
	5	9	Soft drilling Rock		
	9	30	Grey Rock		
	30	40	Purple, Fast drilling soft Rock		
	40	47	Grey Rock		
	47	60	Solid Rock - Light Grey		
	60	67	Rock w/ some fractures		
	67	70	Broken Rock		

RECEIVED

FEB 18 2014

Department of Water Resources
Eastern Region

Completed Depth (Measurable): 70'

Date Started: 11-1-13

Date Completed: 11-6-13

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Danning Drilling Co. No. 518

*Principal Driller [Signature] Date 2-13-14

*Driller [Signature] Date _____

*Operator II [Signature] Date 11-12-13

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>DAVE Browning</u> Address <u>975 8th Idaho Falls</u> Drilling Permit No. <u>21-91-E-041000</u> Water Right Permit No. _____	7. WATER LEVEL Static water level <u>34'</u> feet below land surface. Flowing? ☐ Yes ☐ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ °F. Quality _____ Describe artesian or temperature zones below. _____																																
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☐ Air ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 33%;">Discharge G.P.M.</th> <th style="width: 33%;">Pumping Level</th> <th style="width: 33%;">Hours Pumped</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped																													
Discharge G.P.M.	Pumping Level	Hours Pumped																															
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG 80173 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th rowspan="2">Water Yes No</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td> </td> <td>0</td> <td>5</td> <td>Clay Soil Some Rocks</td> <td> </td> </tr> <tr> <td> </td> <td>5</td> <td>60</td> <td>Black Rock w/ salt</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>Spots + hard layers</td> <td> </td> </tr> <tr> <td> </td> <td>60</td> <td>80</td> <td>Rock w/ layers</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td>Water started showing</td> <td> </td> </tr> </tbody> </table>	Bore Diam.	Depth		Material	Water Yes No	From	To		0	5	Clay Soil Some Rocks			5	60	Black Rock w/ salt					Spots + hard layers			60	80	Rock w/ layers					Water started showing	
Bore Diam.	Depth		Material	Water Yes No																													
	From	To																															
	0	5	Clay Soil Some Rocks																														
	5	60	Black Rock w/ salt																														
			Spots + hard layers																														
	60	80	Rock w/ layers																														
			Water started showing																														
4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____	 AUG 2 1991 Department of Water Resources Eastern District Office																																
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>1.250 inches</td> <td>6 inches</td> <td>1 feet</td> <td>60 feet</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation _____ inches by _____ inches <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th>Number</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>18'</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Pudding clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____		Thickness	Diameter	From	To	1.250 inches	6 inches	1 feet	60 feet													Number	From	To									
Thickness	Diameter	From	To																														
1.250 inches	6 inches	1 feet	60 feet																														
Number	From	To																															
6. LOCATION OF WELL Sketch map location <u>must</u> agree with written location. Subdivision Name _____ Lot No: _____ Block No. _____ County <u>Fremont</u> SE ¼ SE ¼ Sec. <u>24</u>, T. <u>14</u> S R. <u>43</u> W	11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>Denning Drilling</u> Firm No. <u>10</u> Address <u>Box 462 Clook</u> Date _____ Signed by (Firm Official) <u>Denning Drilling</u> and (Operator) <u>Denning Drilling</u>																																

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT

88696

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

86988

1. WELL TAG NO. D 0068414

Drilling Permit No. _____
Water right or injection well # _____

2. OWNER:
Name Charles Lundeen
Address 4182 North Big Springs Loop Road
City Island Park ID 83429

3. WELL LOCATION:
City Island Park
Address 4182 North Big Springs Loop Road
State ID Zip 83429

4. USE:
Gov't Lot _____
County Fremont
Address of Well Site 4182 North Big Springs Loop
City Island Park

5. TYPE OF WORK:
☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ New well ☒ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other

6. DRILL METHOD:
☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other

7. SEALING PROCEDURES:
Soil material From (ft) To (ft) Quantity (lbs or ft³) Placement method/procedure
Bentonite 0' -95' 2350 lbs Poured

8. CASING/LINER:
Diameter (nominal) From (ft) To (ft) Gauge Schedule Material
6" +2' -95' 250 Steel
Casing Liner Threaded Welded

9. PERFORATIONS/SCREENS:
Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____
Perforations ☐ Y ☒ N Method _____
Manufactured screen ☐ Y ☒ N Type _____
Method of installation _____

10. FILTER PACK:
Filter Material From (ft) To (ft) Quantity (lbs or ft³) Placement method
Length of Headpipe _____
Length of Tailpipe _____
Packer ☐ Y ☒ N Type _____

11. FLOWING ARTESIAN:
Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____
Describe control device _____

12. STATIC WATER LEVEL AND WELL TESTS:

Depth first water encountered (ft) 28' Static water level (ft) 28'

Water temp (°F) _____ Bottom hole temp (°F) _____

Describe access point Well Cap

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
30+	60	

Water quality test or comments:

13. LITHOLOGIC LOG and/or repairs or abandonment:
Bore From (ft) To (ft) Remarks, lithology or description of repairs or abandonment, water temp.

6	95	120	
10	0	95	
6	95	120	
0	6	16	Dirt
16	28	16	Dirt & Boulders Lost Returns
28	38	28	Hard Rhoyllite
38	63	38	Soft Rhoyllite
63	82	63	Clay
82	86	82	Soft Rhoyllite
86	91	86	Medium Rhoyllite
91	114	91	Hard Rhoyllite
114	118	114	Hard Rhoyllite
118	120	118	Brown Clay & Gray Sand
120		120	Hard Rhoyllite

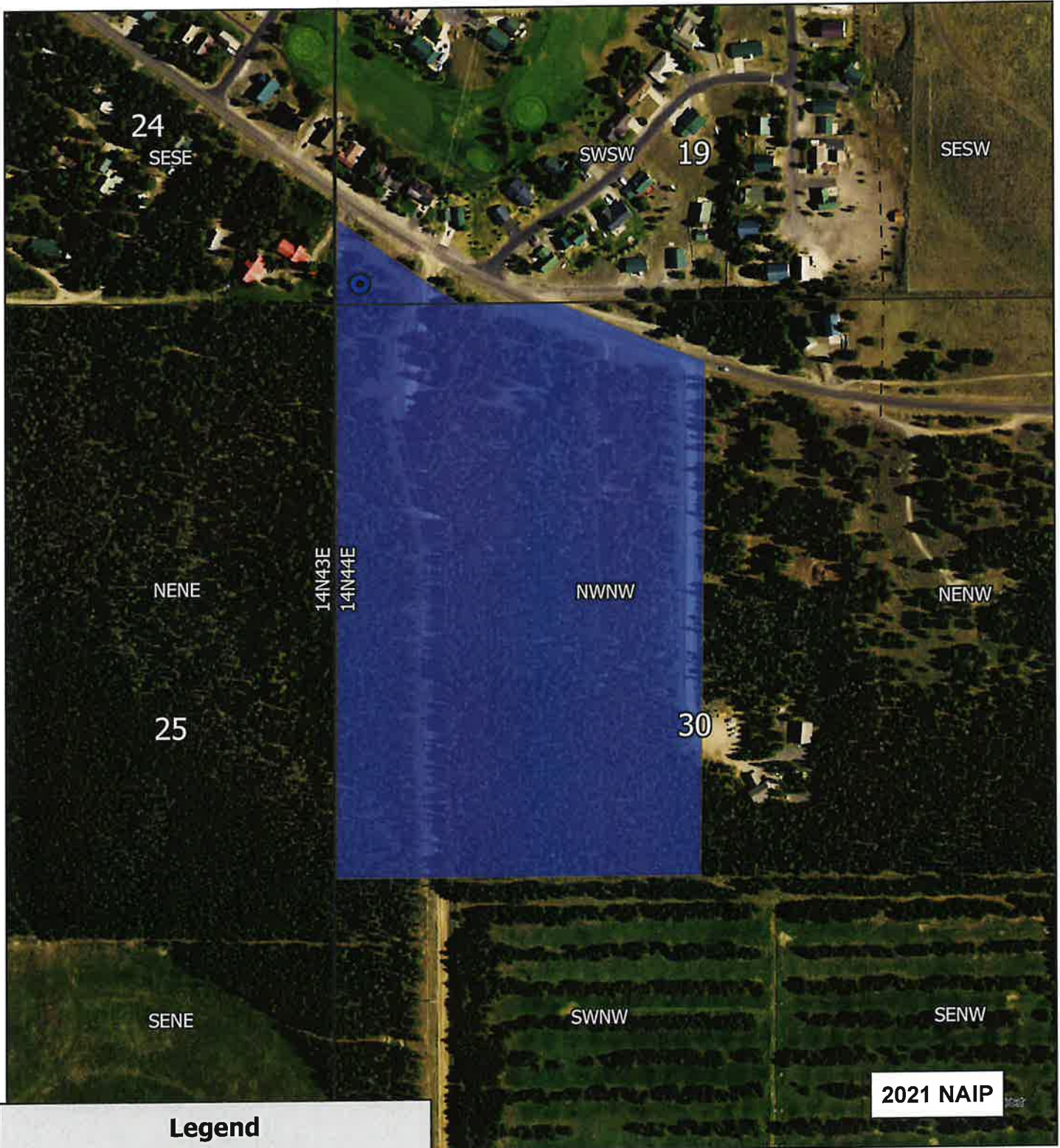
RECEIVED
SEP 23 2015
Department of Water Resources
Eastern Region

Completed Depth (Measurable): 120'
Date Started: Sep 14, 2015
Date Completed: Sep 15, 2015

14. DRILLER'S CERTIFICATION:
I/We certify that all minimum well construction standards were complied with at the time the rig was removed

Company Name Independent Drilling/RJH
Co No 343
Date Sep 15, 2015

* Principal Driller _____
* Driller _____
* Operator II _____
* Operator I _____
Date _____
Date _____
Date _____
Signature of Principal Driller and rig operator are required



2021 NAIP

Legend

-  Proposed POD
-  QQ
-  TR
-  Section
-  Proposed POU

0 300 Feet

Attachment 7a: POU and POD after Completed Transfer

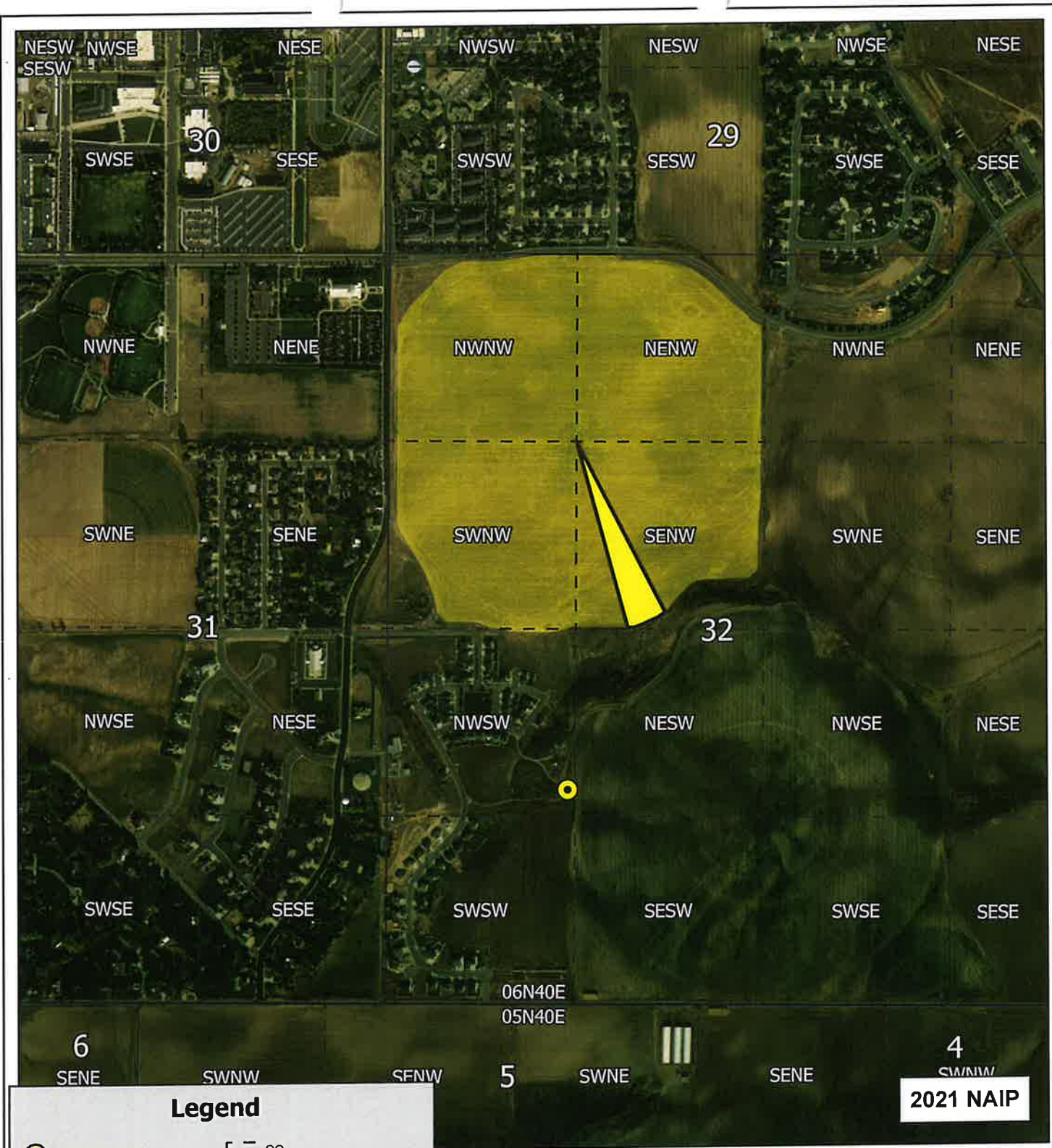


Fair Dinkum Developments, LLC
Water Right Transferred
To Fremont County, Idaho

Date: 9/13/2023

Project #: 22-0158

Drawn by: TK



Legend

-  Existing POD
-  Purchased Acres
-  Unpurchased Acres
-  QQ
-  TR
-  Section

0  2,000 Feet



Attachment 7b: Purchased Acres to be Transferred



Fair Dinkum Developments, LLC
Water Right Transferred
From Madison County, Idaho

Date: 9/12/2023

Project #: 22-0158

Drawn by: TK

88696

Conversion of Nature of Use

Fair Dinkum Developments, LLC

Applicant proposes to convert a portion of existing water rights 22-13797 and 22-13958 from irrigation to be used for domestic purposes at a new development near Island Park, ID.

Water rights 22-13797 and 22-13958 have historically been used to irrigate alfalfa hay – less frequent cuttings. Information gathered at the Rexburg Ricks College (NWS -- USC00107644) station shows that Alfalfa – less frequent cuttings has a precipitation deficit of 723 mm/year, or 2.37 af/year, for the growing season. A conversion of 4.5 acres from irrigation would therefore enable 10.6 afa (4.5 ac x 2.85 afa/ac) to be used for a fully consumptive domestic purpose.

Excerpts of the ET Idaho 2017 precipitation deficits are included in Figure 1.

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

NEWS -- USC00107044)

Alfalfa - less frequent cuttings															
Precipitation Deficit (Click here for a graph)															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean ^j	mm/day												mm		
Monthly ^c	-0.30	0.00	0.16	0.68	3.52	5.38	4.74	4.86	3.12	1.27	-0.24	-0.40	723	-25	696

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between
 FREMONT-MADISON IRRIGATION DISTRICT, an Idaho Irrigation District of P.O. Box 15,
 St. Anthony, ID 83445 (hereinafter "FMID") and, Fair Dinkum Developments, 755 S 35 W Idaho
 Falls, ID 83402-5711 (hereinafter "Developer"), to-wit:

Recitals:

Whereas, Developer made an application for a water right as more fully described in that certain application No. (hereinafter "Application") which intends to develop and pump ground water appurtenant to 115 acres in Island Park, Fremont County, Idaho for the purpose of providing potable water to a subdivision known), and

Whereas, FMID would file a protest against the Application based upon its position that said application impacts and injures its prior valid and decreed storage water rights; and

Whereas, the parties desire to settle FMID's protest in a manner which fully mitigates the impacts and injury to FMID's valid water rights; and

Whereas, it is understood that IDWR may not add the terms of this Agreement to the approved permits and subsequent licenses to be granted to Developer (hereinafter "License") except perhaps to refer to this Agreement if it is recorded in Fremont County, where the diversion(s) are to take place;

Now Therefore, it is agreed by and between the Parties as follows:

Developer shall comply with the following terms:

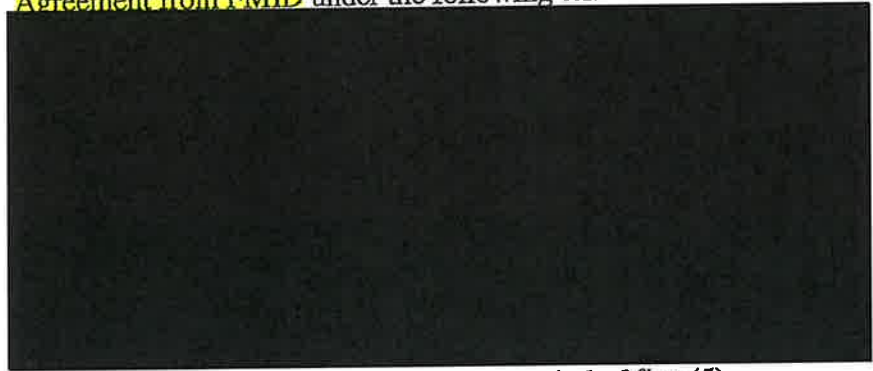
1. Developer agrees that this Agreement shall be recorded in the official records of Fremont County, Idaho and that its terms and conditions shall apply to the use and diversion of any permit or eventually approved License resulting from the Application as applied to the lands described in Exhibit "A" attached hereto.
2. Prior to any diversion to be made from the approved permit and subsequent License, in addition to all other conditions required by IDWR, full mitigation must be made to FMID for all consumptive uses including wastewater that is used for irrigation as hereinafter determined:

A. Developer shall immediately install an approved flow meter on each of the pumps approved in the permit in order to determine the amount of mitigation required under this Agreement. For the first year, it is agreed that mitigation to FMID is determined to be 10.6-acre feet of "wet water". Thereafter, the amount of water pumped as determined by the said flow

meter(s) for the previous year shall determine the amount of mitigation required for the following year.

3. The source of the Mitigation shall be by whatever legal means available to Developer providing it results in what is deemed "wet water" to FMID's storage rights. However, unless otherwise provided by Developer, it shall provide mitigation to FMID as follows:

- A. Unless Developer obtains an additional source, Developer shall be granted the right to "rent" the mitigation required under this Agreement from FMID under the following terms:



- B. The above rental terms shall apply for a period of five (5) years from the date the Licenses are granted. After which, the rental terms shall be renegotiated or terminated by either party with the recognition that the Developer must continue to mitigate fully for all diversion as recorded by the flow meters in order to divert any water under the approved permit and subsequent License.
 - C. This Agreement shall, by it recording, become a covenant running with the lands and homes of and/or as watered by the Licenses and shall bind all successors or assigns of Developer.
4. If at any time the Developer or Subdivision believe their wastewater is no longer being consumptively used i.e., the Island Park Wastewater Facility discontinues using the treated water for irrigation, it shall be the responsibility of the Developer or Subdivision to prove that mitigation is no longer needed. If the Developer or Subdivision provide sufficient evidence as determined by the FMID Board of Directors that their groundwater diversion is having no impact on FMID electors, mitigation shall no longer be required.
5. Upon execution of this Agreement by all parties to Developer's Application, and the recording of this Agreement which shall be conditioned in any permit and approved license based upon the Application, FMID shall not protest/object.

6. Should Developer thereafter divert without providing the mitigation required herein, or otherwise fail to comply with the terms and limitation of acres required by this Agreement, Developer shall be in default of this Agreement and FMID shall have the right to cause Developer's diversion to be curtailed immediately, by whatever legal means possible, including, but not limited to locking Developers' pumps either by IDWR or by FMID's water master.
7. If either party defaults in performance of any of the terms of this Agreement, then the non-defaulting party, without in any manner limiting its legal and equitable remedies, may provide the defaulting party a telephonic followed by immediate written notice (including email) requiring it to cause such default to be corrected immediately. Unless within 5 days after such notice to the defaulting party, such default shall be corrected or arrangements for the correction shall be made, the non-defaulting party may immediately exercise its rights against the defaulting party, including but not limited to injunctive relief, and the defaulting party shall be liable to the non-defaulting party for any related costs or expenses. The non-defaulting party may exercise any rights, claims, or demands which the defaulting party may have against third persons in connection with its default and the defaulting party does hereby assign, transfer, and set over unto the non-defaulting party all such rights, claims, and demands it may have to assist the non-defaulting party to cure a default by the defaulting party.
8. Neither party may assign its rights or obligations within this Agreement to a third party without the express written consent of the other party.
9. This Agreement shall inure to and be binding upon the parties hereto and their successors and assignees, including the successors and assigns of the lands upon which the permit and License is authorized as its place of use. The Parties represent that each has the right, power and authority to enter into this Agreement without further contingent requirements than those set forth hereinabove.
10. This Agreement and related documents specifically contemplated by this Agreement constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.
11. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

'FMID''

Jeff Raybould
 By: Jeff Raybould
 Its: Chairman

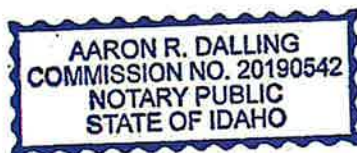
"Fair Dinkum Developments"

Wade Runsey
 By: Wade Runsey
 Its: Member

STATE OF IDAHO)
)ss.
 County of Fremont)

On this 5th day of October, 2023 before me a notary public in and for said State, personally appeared Jeff Raybould known to be the Chairman of the irrigation district that executed the instrument or the person who executed this instrument on behalf of said irrigation district and acknowledged to me that such irrigation district executed the same.

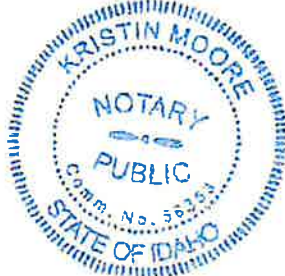
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Aaron Dalling
 Notary Public for Idaho
 Residing at: St. Anthony ID
 My commission expires: 3-14-25

STATE OF IDAHO)
)ss.
 County of Bannock)

On this 2 day of October, in the year 2023, before me, the undersigned, a Notary Public, personally appeared, Wade Runsey of Dinkum Developments LLC, known or identified to me to be the person who executed the instrument.



Kristin Moore
 Notary Public for Idaho
 Residing at: Idaho, ID
 My Commission Expires: Aug 1, 2024



December 8, 2023

RMEA Project 23-0079

RECEIVED

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

DEC 13 2023

Re: Narrative for Application for Transfer submitted on behalf of Fair Dinkum Developments, LLC

Department of Water Resources
Eastern Region

Dear Idaho Department of Water Resources (IDWR) Representatives:

Attached to this letter is an *Application for Transfer of Water Right* submitted by Rocky Mountain Environmental Associates (RMEA) on behalf of Fair Dinkum Developments, LLC (Applicant). The purpose of this transfer is to grant the Applicant water for a new housing development to be built in T14N R44E Sections 19 and 30, in Fremont County. In lieu of an Application for Permit that would provide the Applicant with a higher diversion rate, Paul Scoresby, a professional engineer employed by the Applicant, has proposed a system with a storage tank that will be installed to accommodate the low diversion rate. The engineering calculations for the proposed system are attached to this application. The remainder of this letter describes some of the nuances of the revised Transfer.

Transfer Application Overview

The Applicant intends to develop 62 housing units within the water system:

- 13 will be rented single-family-housing units averaging four (4) bedrooms;
- 37 will be rented townhome units consisting of three (3) bedrooms;
- Eight (8) will serve as single-resident-workforce housing consisting of two (2) bedrooms; and
- Four (4) will serve as workforce housing consisting of one bedroom.

The Applicant expects the rented units (single-family-housing and townhome units) to be occupied approximately 220 days per year and workforce housing to be occupied from April 1 to November 30 (240 days per year). RMEA expects **the new development will consumptively use 10.6 acre-feet annually (afa)**. The Applicant will construct a new well from which all water will be diverted.

To provide water for the consumptive use, the Applicant is contracted to purchase 4.5 acres of irrigation use water rights with a consumptive use of 2.37 feet per acre, **resulting in a total of 10.6 afa**. The required 10.6 afa was calculated using the following equation:

$$\text{Equation 1: } \text{Consumptive Use} = \text{Annual Waste Water Flow Requirement} \times \text{Yearly Percent Occupancy} \times \text{Number of Units}$$

The following descriptions, in conjunction with Table 1, are provided to further explain how consumptive use was calculated. Values in **bold text** are direct inputs to Equation 1 while all other values are intermediate values used to calculate the direct inputs.

Table 1: Input Values used to calculate consumptive use.

	<u>Single Family</u>	<u>Townhome Units</u>	<u>Two Resident Workforce</u>	<u>Single Resident Workforce</u>	<u>Total</u>
Description of Units	4 Bed	3 Bed	2 Bed	1 Bed	
Number of Units	13	37	8	4	62
Days Occupied per Year	222	222	240	240	NA
Yearly Percent Occupancy	60.8%	60.8%	65.8%	65.8%	NA
Waste Water Flow Requirement (gal/day)	300	250	200	150	NA
Annual Waste Water Flow Requirement (afa)	0.34	0.28	0.22	0.17	NA
Consumptive Use (afa)	2.66	6.30	1.18	0.44	<u>10.6</u>

- Description of Units is a brief description of what each type of unit will include.
- Number of Units represents the number of each type of unit the Applicant will build at the place of use.
- Days Occupied per Year is an intermediate value used to calculate yearly percent occupancy. The value represents the expected number of days that each unit will be occupied by owners, guests, and/or renters.
- Yearly Percent Occupancy is calculated as the number of days the unit will be occupied divided by the number of days in a year (365).
- Waste Water Flow Requirement is estimated based on Idaho Department of Environmental Quality's (IDEQ's) standard of 250 gallons of waste water flow requirement per day per three-bedroom unit plus or minus 50 gallons per day for extra or less bedrooms.
- Annual Waste Water Flow Requirement is the waste water flow requirement value converted to afa.
- Development Waste Water Flow Requirement is an intermediate value. It is calculated as the number of units multiplied by the annual waste water flow requirement and the yearly percent occupancy. The value shown in the column labeled "Total" represents the annual amount of water consumed by the development before a contingency factor is applied.
- Consumptive Use is the total water needed by the development for each unit type. Put another way, this value is the result of Equation 1 using the values in the rest of the table. The underlined value shown in the column labeled "Total" represents the total amount of water transferred to the place of use to cover consumptive uses of the development.

The proposed transfer application will provide all consumptive water right components for the new development. The resulting "Domestic" right will be fully consumptive.

No irrigation is planned within this development, and therefore, no portion of the water right will remain for irrigation purposes.

RMEA appreciates the opportunity to submit these applications. Please feel free to contact us if there are questions or if refinement of the applications is required.

Thanks,

A handwritten signature in blue ink that reads "Thane R. Kindred". The signature is fluid and cursive, with the first name "Thane" being more prominent.

Thane Kindred
Staff Geologist
Rocky Mountain Environmental

Reviewed by

A handwritten signature in blue ink that reads "Kristin Moore". The signature is cursive and elegant, with the first name "Kristin" being more prominent.

Kristin Moore
Senior Water-Rights Analyst
Rocky Mountain Environmental

Big Springs Water System

Water Supply Calculations

Connections

Existing homes =	0 residences
Homes =	13 residences
Commercial spaces =	0 units
Apartments =	37 units
Apartments =	5.33 equivalent units
Apartments =	1.33 equivalent units
Total	56.67 equivalent units

Assume sizes average 3-bedrooms/home

37 3-bedroom units
8 2-bedroom units
4 1-bedroom units

Irrigated land = 0.00 acres

Assume 1/2 acre/home per the attached water right report and none for commercial

Water Right

Total water right =	0.07 cfs
Maximum pumping rate =	31.4 gpm
Allowed volume =	15.8 AF

See attached water right reports
See attached water right reports
See attached water right reports

Flow Requirements (40 psi min at at peak hour flow)

Estimated average daily flow (in-house) =	10.8 gpm
Estimated average daily flow for irrigation =	0.0 gpm

IDAPA 58.01.08.552.01.b.v

Average 3-bedroom home per Table given in 00.7.08 of IDAPA 58.01.03 (250 gal/home/day*1.1)

Assume 1"/acre/week for 26 weeks/year

Average daily flow= 10.8 gpm

Annual average including irrigation spread over the entire year

Maximum daily flow (in-house) =	800 gpd/home
	31.5 gpm
Maximum daily flow (irrigation) =	0.0 gpm
Maximum daily flow =	31.5 gpm
Max day/average day factor =	2.91

IDAPA 58.01.08.552.01.a

Conservative factor in the absence of flow data

Peak hour flow =	63 gpm
Peak hour/average day factor =	5.82
Peak hour/max day factor =	2.00

This is the design flow for the booster pump design normal operation.

Conservative estimate in the absence of flow data

Water Well Supply

Well 1 Capacity =	31.4 gpm
Well 2 Capacity =	31.4 gpm

Match water right flowrate limit
Redundant and future if system ever converts to community water system status

Booster Pumping (40 psi min at at peak hour flow)

Pump 1	63 gpm
Pump 2	63 gpm

Redundant pump per IDAPA 58.01.08.541.04.c

Storage Tank Design

Equalization storage =	4,732 gal
Operational storage =	2,000 gal
Total =	6,732 gpm

Calculation per DEQ guidance for Determining Equalization Storage for Public Water Systems document for pumping with demand.

Estimated
Use min. 7,000 gallon tank

*Accommodation
Recording
MWT*

WARRANTY DEED

GRANTORS, Bradley B. Jensen and Byron G. Jensen dba B&B Farms, 5975 West 3800 South, Rexburg, County of Madison, State of Idaho, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto Rexburg Hill Properties, LLC., whose mailing address is 2882 North 55th West, Idaho Falls, County of Bonneville, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in Madison County, Idaho:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 40 EBM, MADISON COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 31, FROM WHICH POINT THE SE CORNER OF SAID SECTION 31 BEARS S. 00 DEGREES 00'00" E. A DISTANCE OF 790.00 FEET ALONG THE EASTERLY LINE OF SAID SECTION 31 TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, N. 26 DEGREES 00'00" W. A DISTANCE OF 478.18 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH 2nd EAST (SKYVIEW DRIVE); THENCE N. 19 DEGREES 06'26" E. A DISTANCE OF 640.38 FEET TO A POINT ON THE EASTERLY LINE OF SAID SECTION 31; THENCE ALONG SAID EASTERLY LINE, S. 00 DEGREES 00'00" W. A DISTANCE OF 1034.88 FEET (FORMERLY 1128.17 FEET) TO THE POINT OF BEGINNING.

EXCEPT FOR THE FOLLOWING DESCRIBED PARCELS B, C, AND D:

PARCEL B:

A PARCEL OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN, MADISON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 31, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 31 BEARS SOUTH 00°00'00" WEST A DISTANCE OF 1305.72 FEET; THENCE RUNNING NORTH 00°00'00" EAST A DISTANCE OF 790.00 FEET ALONG THE EASTERLY LINE OF SAID SECTION 31 TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, NORTH 26°00'00" WEST A DISTANCE OF 478.18 FEET TO A POINT ON THE

-1-

Instrument # 347174

REXBURG, MADISON, IDAHO

7-10-2008

10:11:00 No. of Pages: 3

Recorded for: MOUNTAIN WEST TITLE

MARILYN R. RASMUSSEN

Fee: 9.00

Ex-Officio Recorder Deputy

SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH 2ND EAST (SKYVIEW DRIVE); THENCE NORTH 19°06'26" EAST A DISTANCE OF 143.10 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 89°44'43" EAST A DISTANCE OF 162.78 FEET TO THE EAST BOUNDARY LINE OF SAID SECTION 31; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 31, SOUTH 00°00'00" WEST A DISTANCE OF 565.72 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN, MADISON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 32 BEARS SOUTH 00°00'00" WEST A DISTANCE OF 1305.72 FEET; THENCE RUNNING NORTH 00°00'00" EAST A DISTANCE OF 700.00 FEET ALONG THE WESTERLY LINE OF SAID SECTION 32 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°00'00" EAST A DISTANCE OF 605.72 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°48'04" EAST A DISTANCE OF 1321.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, SOUTH 00°03'47" WEST A DISTANCE OF 1308.81 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, SOUTH 89°56'06" WEST A DISTANCE OF 815.68 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 33°01'12" WEST A DISTANCE OF 834.16 FEET (FORMERLY NORTH 33°00'00" WEST 834.51 FEET); THENCE NORTH 90°00'00" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32.

PARCEL D:

A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT NO. 293667 RECORDED ON JANUARY 24, 2002, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID SECTION 32 BEARS SOUTH 00°00'00" WEST A DISTANCE OF 1305.72 FEET; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 89°56'06" EAST A DISTANCE OF 1320.24 FEET; THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, NORTH 00°03'47" EAST A DISTANCE OF 607.16 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 89°58'26" WEST A DISTANCE OF 40.46 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID WARRANTY DEED; THENCE SOUTH 00°01'34" WEST (FORMERLY SOUTH 00°14'15" EAST) A DISTANCE OF 150.00 FEET; THENCE NORTH 89°58'26" WEST (FORMERLY SOUTH 89°45'45" WEST) A DISTANCE OF 150.00 FEET; THENCE NORTH 00°01'34"

EAST (FORMERLY NORTH 00°14'15" WEST) A DISTANCE OF 150.00 FEET;
THENCE SOUTH 89°58'26" EAST (FORMERLY NORTH 89°45'45" EAST) A
DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS CONTAINED IN WARRANTY DEED INSTRUMENT NO.
293667 RECORDED ON JANUARY 24, 2002.

Grantors, for themselves, and assigns do hereby covenant,
warrant and shall defend the quiet and peaceable possession of
said premises by the grantee, its assigns forever against the
claims of all persons. Grantors covenant to execute such
correction deeds as may be necessary to convey all real property
owned by Grantors which is contiguous with the above described
real property, or to otherwise correct the above stated legal
description.

Grantors expressly retain all water rights to the above
described property including, but not limited to, Water Right No.
22-7088 V1 equal to 2.130 CFS.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their
names to this instrument this 25 day of May, 2006.

Bradley B. Jensen
Bradley B. Jensen

Byron G. Jensen
Byron G. Jensen

SUBSCRIBED AND SWORN to before me this 25 day of May,
2006.

Mark R. Fuller
Notary public for Idaho
Residing at Idaho Falls
My commission expires 06-22-09
STATE OF IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 22-13746

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

APR - 5 2010

NAME AND ADDRESS:

B & B FARMS
C/O BYRON JENSEN
5975 W 3800 S
REXBURG, ID 83440

SOURCE:

GROUND WATER

QUANTITY:

0.42 CFS
140.00 AFY

By

Clerk

Deputy Clerk

Right Nos. 22-13958 and 22-13746 are limited to a total combined diversion rate of 1.46 cfs and to a total combined annual diversion volume of 619.7 AF.

PRIORITY DATE:

01/25/1965

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF DIVERSION:

T06N R40E S32 SENWSW Within Madison County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Irrigation

PERIOD OF USE

04-01 TO 10-31

QUANTITY

0.42 CFS

140.00 AFY

PLACE OF USE:

Irrigation
T06N R40E S32 SWSE 40.0
40.0 Acres Total

Within Madison County

3.5 af/ac

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This right is based upon an enlargement of Right No. 22-13958 pursuant to Section 42-1426, Idaho Code.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 22-13958

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

APR 30 2010

By

Clerk
Deputy Clerk

NAME AND ADDRESS: B & B FARMS
C/O BYRON JENSEN
5975 W 3800 S
REXBURG, ID 83440

SOURCE: GROUND WATER

QUANTITY: 1.46 CFS
491.00 AFY

Right Nos. 22-13797 and 22-13958 are limited to a total combined
annual diversion volume of 491 AF.

Right Nos. 22-13958 and 22-13746 are limited to a total combined
diversion rate of 1.46 cfs and to a total combined annual
diversion volume of 619.7 AF. → volume based on rate limit

PRIORITY DATE: 01/25/1965

POINT OF DIVERSION: T06N R40E S32 SENWSW Within Madison County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	1.46 CFS 491.00 AFY

PLACE OF USE:	Irrigation	Within Madison County
	T06N R40E S31	SENE 1.8
	S32	NESE 0.5
		NWNW 38.0
		SWNW 38.0
		SENW 35.0
		NWSW 27.0
	140.3 Acres Total	

3.5 af/ac

Right Nos. 22-13797 and 22-13958 are limited to the irrigation
of a combined total of 140.3 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication



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 17, 2024

FAIR DINKUM DEVELOPMENTS, LLC
7550 SOUTH 35TH WEST
IDAHO FALLS, ID 83402

RE: Transfer No. 88696
Water Right No(s). 22-13797, 22-13958

Dear Applicant:

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

A legal notice of the application has been prepared and is scheduled for publication in the REXBURG STANDARD JOURNAL on 1/26/2024 and 2/2/2024. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

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

Henman, Christina

From: Henman, Christina
Sent: Wednesday, January 17, 2024 11:50 AM
To: legalnotices@postregister.com
Subject: Legal Notice for Standard Journal
Attachments: 88696 Standard Journal.docx

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

RE: Transfer No. 88696
Water Right No(s). 22-13797, 22-13958

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 2/12/2024. Your cooperation is appreciated.

Thank You,



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

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 88696**

FAIR DINKUM DEVELOPMENTS, LLC, 7550 SOUTH 35TH WEST, IDAHO FALLS, ID 83402 has filed Application No. 88696 for changes to the following water rights within MADISON County(s): Right No(s). 22-13797, 22-13958; 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, place of use, nature of use, and period of use. Proposed point of diversion is in Lot 12 (SWSW) Sec 19 T14N R44E for 0.07 cfs from ground water. Proposed place of use is in Lot 12 (SWSW) Sec 19 and Lot 3 (NWNW) Sec 30 T14N R44E for domestic use from 1/1 to 12/31.

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 2/12/2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 1/26/2024 and 2/2/2024