

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 23 2023

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) K. Darby Smith and Rachelle Smith Phone _____
Mailing address 30 N. 3900 E., Rigby, ID 83442 Email _____

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

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

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates, Inc. Phone 208-524-2353
Mailing address 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 Email kristin.rmea@gmail.com

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

OR

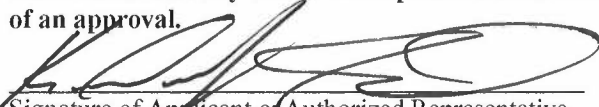
☒ Send original correspondence to the applicant and copies to the representative.

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

OR

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

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


Signature of Applicant or Authorized Representative

K. Darby Smith

Print Name and Title if applicable

5-18-2023
Date

Rachelle Smith
Signature of Applicant or Authorized Representative

Rachelle Smith

Print Name and Title if applicable

5/18/23
Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to [Idaho Code §42-221.O.8?](#)
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Applicant is contracted to purchase a portion of proposed ground water rights for irrigation. An existing well will be used to divert the transferred ground water rights. Ownership will be conveyed to an applicant upon approval of the transfer.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ All or Part					
☒	22-13797	0.03	Irrigation	4/01 to 10/31	Ground water
☒	22-13958	0.05	Irrigation	4/01 to 10/31	Ground water
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	

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

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

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N	3		NW	SW	31	4N	39E	Jefferson	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	
4N	39E	31										5.5							5.5
												L3							
Total Acres (for irrigation use)																			5.5

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Well to pump to irrigation system. Measuring device and lockable controlling works can be installed.
-
- b. Who owns the property at the point(s) of diversion? Applicant
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

-
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____
-
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Land now irrigated will be retired from irrigation.
-
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Existing POD/POU: no other water rights. Proposed POD: no recorded water rights, although this well is used to provide the domestic water right for the residence. Proposed POU: Harrison Canal & Irrigation Co. overlaps the property.
-
- 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:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/6/2023

Water Right 22-13797

Owner Type **Name and Address**
Current Owner B & B FARMS
 C/O BRADLEY JENSEN 2509 S 5500
 W
 REXBURG, ID 83440
 (208) 356-9890

Priority Date: 3/4/1974

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.680 CFS	289.9 AF
	<u>Total Diversion</u>		0.680 CFS	289.9 AF

Source and Point(s) of Diversion:

GROUND WATER SENWSW Sec. 32, Twp 06N, Rge 40E, MADISON County

Place Of Use:

IRRIGATION within MADISON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	40E	32					35.0	36.0	35.0	34.0		0.3							140.3

POU Total Acres: 140.3

Conditions of Approval:

1. 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.
2. 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.
3. 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.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/6/2023

- | | | |
|----|-----|--|
| 5. | R63 | point(s) of diversion in accordance with Department specifications.
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. |
| 6. | 004 | This right does not grant any right-of-way or easement across the land of another. |
| 7. | T07 | The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval. |
| 8. | 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. |
| 9. | 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 and Other Information:

Decreed Date: 4/6/2010
State or Federal: S
Owner Name Connector: AND
Water District Number: 100
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/6/2023

Water Right 22-13958

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	B & B FARMS C/O BRADLEY JENSEN 2509 S 5500 W REXBURG, ID 83440 (208) 356-9890

Priority Date: 1/25/1965

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.460 CFS	491.0 AF
	<u>Total Diversion</u>		1.460 CFS	491.0 AF

Source and Point(s) of Diversion:

GROUND WATER SENWSW Sec. 32, Twp 06N, Rge 40E, MADISON County

Place Of Use:

IRRIGATION within MADISON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	40E	32					35.0	36.0	35.0	34.0		0.3							140.3

POU Total Acres: 140.3

Conditions of Approval:

1. 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.
2. 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.
3. 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.
4. 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

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/6/2023

- measuring device.
5. 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.
6. K01 Right No. 22-13746 is an enlargement of this right pursuant to Idaho Code § 42-1426.
7. 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.
8. 004 This right does not grant any right-of-way or easement across the land of another.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. 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.
11. 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 and Other Information:

Decreed Date: 4/30/2010

State or Federal: S

Owner Name Connector: AND

Water District Number: 100

Mitigation Plan: False

Combined Use Limits:

Rate

1.460

Volume

619.7

Acres

Water Rights

22-13746 ,22-13958

SubCase:

N/A

Water Supply Bank:

N/A

JUN 08 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources
EIGHT Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2B

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

- ☐ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 22-13797

AMENDED

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	5.5
----------------------------------	-----

STATE OF IDAHO

Department of Water Resources
GHT Eastern Region

☐ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

AMENDED

[illegible][illegible]

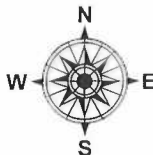
Total Acres (for irrigation use)	5.5
----------------------------------	-----



2021 NAIP

Legend

- Proposed POD QQ
- Proposed POU
- Twp & Rng
- Section



Attachment #7a Proposed Location

K. Darby & Rachelle Smith

RMEA # 23-0061

by: KM

Date: 5/16/2023



87995

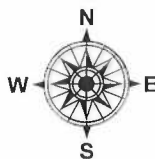


0 625 1,250 2,500 Feet

2021 NAIP

Legend

- POD 22-13797 etal
- Section
- POU 22-13797 etal
- QQ
- Purchase Acres
- Twp & Rng



Attachment #7b Existing Location

K. Darby & Rachelle Smith

RMEA # 23-0061

by: KM

Date: 5/16/2023



87995

Eastern Snake Plain Aquifer Modeling Analysis

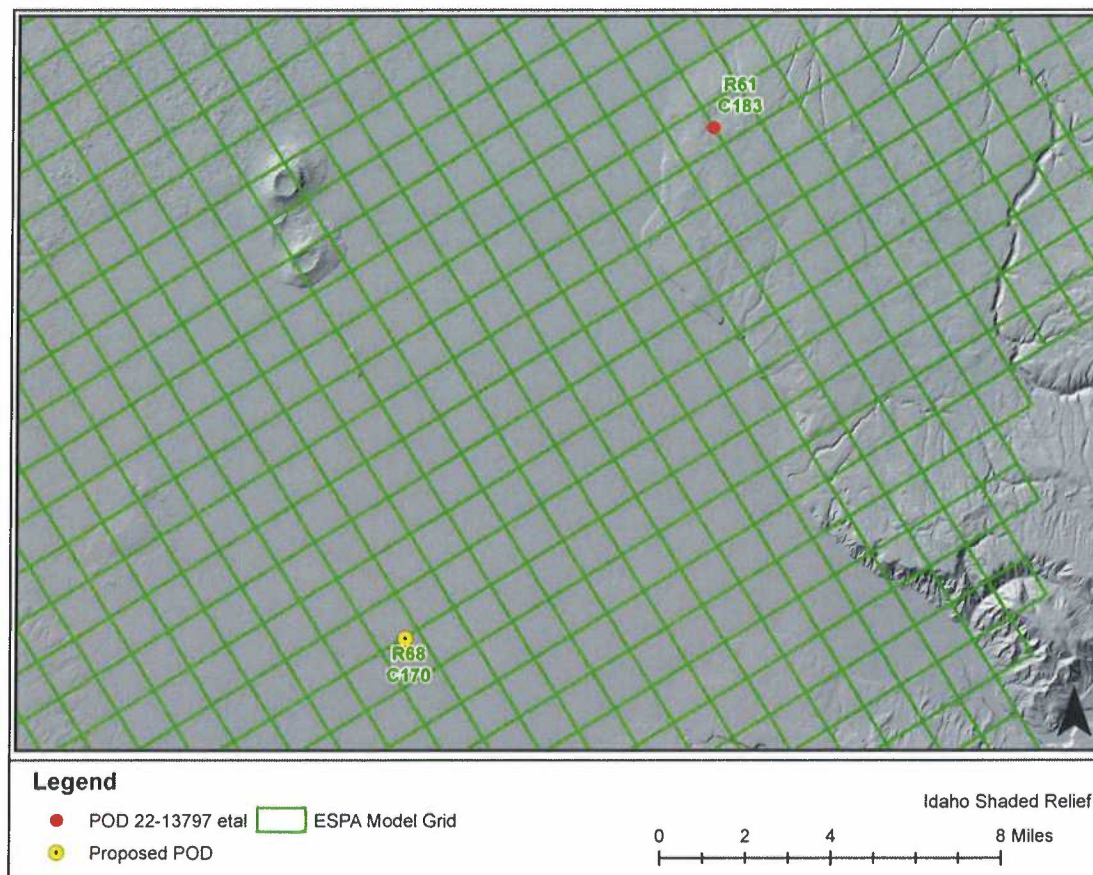
Jensen - Smith – Water Right 22-13958 and 22-13797

The Applicant proposes to transfer 5.5 acres or 19.25 AFA of water right 22-13958 and 22-13797 to a new location. The points of diversion included in this modeling analysis are identified to be located in the following grid cells:

TO Well	R68 C170
FROM Well 1	R61 C183

The TO Well location is the proposed well location for the applicant's operation. An existing well is located here. The FROM Well 1 location is the existing well location for water right 22-13958 and 22-13797. Figure 1 below illustrates the locations of these two wells and grid cells.

Figure 1. ESPAM Grid Cells



The total volume used for the modeling simulation is based upon the standard consumptive use value for the FROM location of 2.5 afa/acre. Therefore, the data input reflects 13.75 AFA or 4.6 AF/trimester ($5.5 \text{ acres} \times 2.5 \text{ afa/ac} = 13.75 \text{ AFA}$) from the

original point of diversion to the proposed point of diversion. The TO location is within an area with higher standard consumptive use of 3.0 afa/acre. However, the proposed irrigation at the TO location will be for Pasture Grass, which has a consumptive use of less than 2.5 afa/acre. Therefore, the existing water right and consumptive use is sufficient for the proposed use.

The net affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.**

Figures 2-4 include excerpts from the ESPAM 2.1 simulation.

Figure 2. Data Entry

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

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON
TRANSFER NO: 22-13797
YEAR: 1964
SEASON: WINTER
TRANSFER NAME: Jensen - Smith

UPDATE DATES RUN MODEL GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	68	61	0	0
COLUMN	170	183	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
WIN 1964	0.00	4.60	4.60	0.00	0.00	0.00	0.00
SPR 1965	0.00	4.60	4.60	0.00	0.00	0.00	0.00
SUM 1965	0.00	4.60	4.60	0.00	0.00	0.00	0.00
WIN 1965	0.00	4.60	4.60	0.00	0.00	0.00	0.00
SPR 2022	0.00	4.60	4.60	0.00	0.00	0.00	0.00
SUM 2022	0.00	4.60	4.60	0.00	0.00	0.00	0.00
WIN 2022	0.00	4.60	4.60	0.00	0.00	0.00	0.00
SPR 2023	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2023	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2023	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2024	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2024	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2024	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2025	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2025	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2025	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2026	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2026	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2026	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2027	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2027	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2027	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2028	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2028	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2028	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2113	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2113	4.60	0.00	4.60	0.00	0.00	0.00	0.00
WIN 2113	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SPR 2114	4.60	0.00	4.60	0.00	0.00	0.00	0.00
SUM 2114	4.60	0.00	4.60	0.00	0.00	0.00	0.00

Figure 3. Net Transfer Graphs

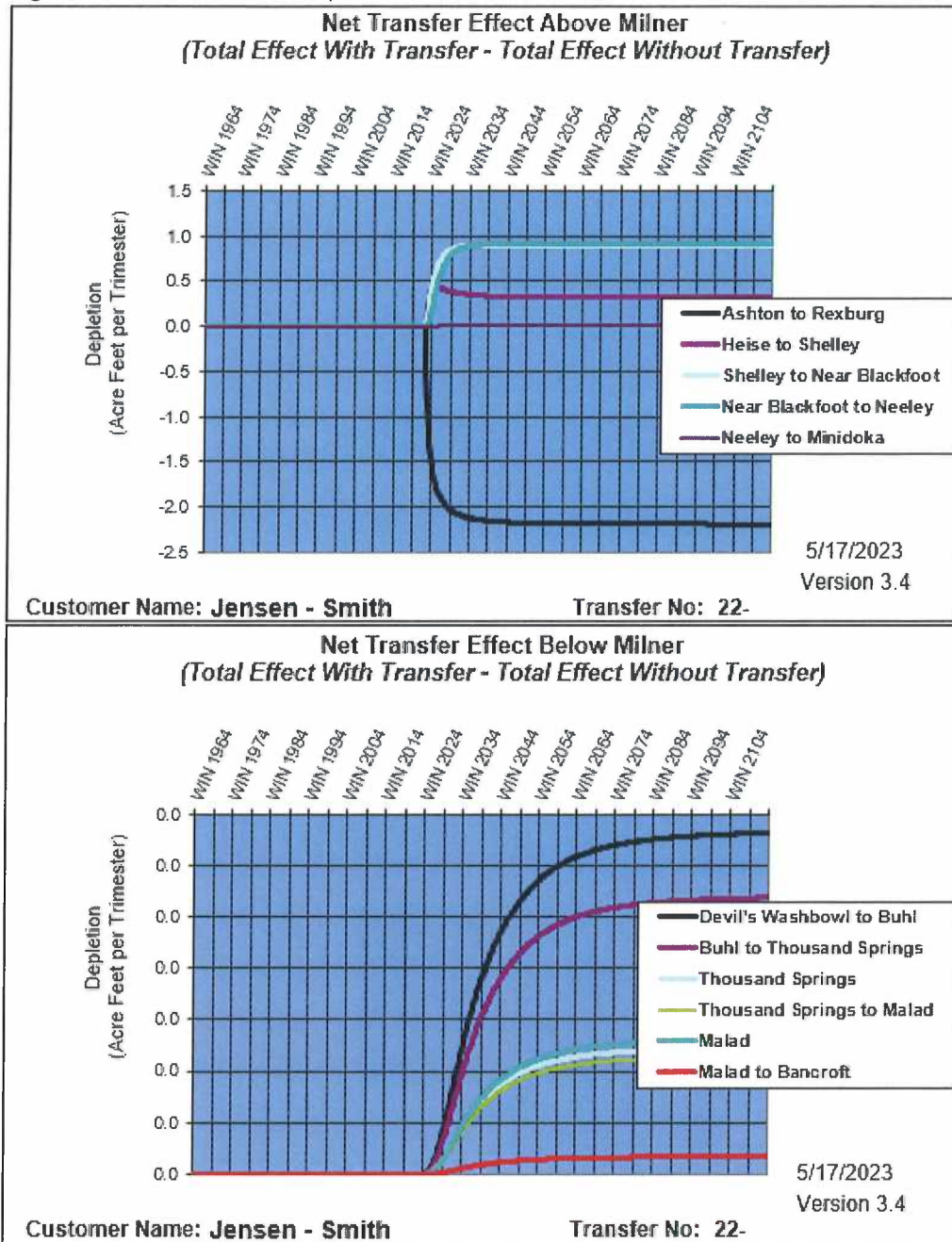


Figure 4. Calculated Effects.

	Net Transfer Effect (AF/four months)										
	Ashton to	Heise to	Shelley to	Nr Bickft	Neeley to	Dev. Wbl.	Buhl to	Kspr	Kspr to	Malad	Malad to
	Rexburg	Shelley	Nr Bickft	Neeley	Minidoka	Buhl	Kspr		Malad		Bancroft
WIN 1964	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1965	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1966	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 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	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2023	-0.9	0.2	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	-1.1	0.3	0.2	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	-1.3	0.4	0.3	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	-1.4	0.4	0.4	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	-1.5	0.4	0.5	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	-1.6	0.4	0.5	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	-1.7	0.4	0.6	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	-1.8	0.4	0.6	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	-1.8	0.4	0.7	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	-1.8	0.4	0.7	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	-1.9	0.4	0.7	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	-1.9	0.4	0.8	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	-1.9	0.4	0.8	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2027	-1.9	0.4	0.8	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2028	-2.0	0.4	0.8	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2028	-2.0	0.4	0.8	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2028	-2.0	0.4	0.8	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2029	-2.0	0.4	0.8	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2029	-2.0	0.4	0.9	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2029	-2.0	0.4	0.9	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2030	-2.0	0.4	0.9	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2030	-2.1	0.4	0.9	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2021	-2.1	0.4	0.9	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2022	-2.1	0.4	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2112	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2112	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2112	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2113	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2113	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2113	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2114	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2114	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SPR 2023													
Match:		176	Match:		456								
	AtR	HtS	StNB	NBtN	NtM	DWtB	BtTS	TS	TStM	M	MtB	Total	
Preexisting Effects @ SS (Last Time Step):	2.36	1.95	0.09	0.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.60	Total Effect
Steady State - Value of Dep. @ Last Time Step:	0.18	2.27	0.99	1.11	0.02	0.02	0.01	0.01	0.01	0.01	0.00	4.60	Total Effect
Transient State (Max Value Timestep):	2.36	1.95	0.09	0.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.60	Total Effect
Transient State - Max. Value of Dep. After Transfer:	1.86	2.40	0.99	1.11	0.02	0.02	0.01	0.01	0.01	0.01	0.00	6.42	Total Effect
Steady State Change:	-2.19	0.32	0.90	0.92	0.01	0.01	0.01	0.00	0.00	0.01	0.00		
Transient State Change:	-0.50	0.45	0.90	0.92	0.01	0.01	0.01	0.00	0.00	0.01	0.00		

Enter Information for First Transfer Here

WR No.	Div. Rate	Con. Vol.	No. of Irr.	Priority	POD	Dedicated Vol.	Model
22-13958	0.08	19.2	5.5	3/4/1974	Location	AFA/ AFT	Node

Transfer 1: Input Water Right Conditions Prior to Transfer

Transfer 1: Input Water Right Conditions Following Transfer

0	0	0	0	1/0/1900	0	0	0.0
---	---	---	---	----------	---	---	-----

AF/Trimester: 4.6

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
2.36	1.95	0.09	0.19	0	0	0	0	0	0	0
0.18	2.27	0.99	1.11	0.02	0.02	0.01	0.01	0.01	0.01	0
2.36	1.95	0.09	0.19	0	0	0	0	0	0	0
1.86	2.4	0.99	1.11	0.02	0.02	0.01	0.01	0.01	0.01	0

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	-92.4%	16.4%	1000.0%	484.2%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%
	Mitigation Check 2: > 2 AF/T:	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total:	3.9%	49.0%	21.4%	24.0%	0.4%	0.2%	0.2%	0.2%	0.2%	0.0%
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	-2.2	0.3	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis	Mitigation Check 1 - >10% of Historical:	-21.2%	23.1%	1000.0%	484.2%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%
	Mitigation Check 2: > 2.01 AF/T:	-0.5	0.5	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	-0.5	0.5	0.9	0.9	0.0	0.0	0.0	0.0	0.0	0.0

Read Me

Enter Information for 2nd Transfer Here

WR No.	Div. Rate	Con. Vol.	No. of Irr.	Priority	POD	Dedicated Vol.	Model
22-13958	0.08	19.2	5.5	3/4/1974	Location	AFA/ AFT	Node

Transfer 2: Input Water Right Conditions Prior to Transfer

Transfer 2: Input Water Right Conditions Following Transfer

0	0	0	0	1/0/1900	0	0	0.0
---	---	---	---	----------	---	---	-----

AF/Trimester: 6.4

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
3.29	2.71	0.12	0.26	0	0	0	0	0	0	0
0.24	3.15	1.37	1.54	0.02	0.02	0.02	0.01	0.01	0.01	0
3.29	2.71	0.12	0.26	0	0	0	0	0	0	0
2.59	3.33	1.37	1.54	0.02	0.02	0.02	0.01	0.01	0.01	0

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	-92.7%	16.2%	1041.7%	492.3%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%
	Mitigation Check 2: > 2 AF/T:	-3.1	0.4	1.3	1.3	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total:	3.8%	49.3%	21.4%	24.1%	0.3%	0.3%	0.2%	0.2%	0.2%	0.0%
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	-3.1	0.4	1.3	1.3	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis	Mitigation Check 1 - >10% of Historical:	-21.3%	22.9%	1041.7%	492.3%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%
	Mitigation Check 2: > 2.01 AF/T:	-0.7	0.6	1.3	1.3	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	-0.7	0.6	1.3	1.3	0.0	0.0	0.0	0.0	0.0	0.0

87995

87995

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 17 day of May, 2023 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **D'Wayne Coburn** as Broker and **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **K. Darby Smith and Rachelle Smith**, husband and wife, whose address is 30 N. 3900 E., Rigby, ID 83442 (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 5.5 acres of the Water Right. Buyer has agreed to purchase 5.5 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: RS / 5/17/23 DATE: KDL PAGE 1 OF 17

Priority: March 4, 1974
 Quantity (Diversion Rate): 0.03 cfs of the total authorized 0.68 cfs
 Quantity (Volume): 11.4 acre-feet per annum
 Place of Use (Acreage): 5.5 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): 19.3 acre-feet per annum
 Place of Use (Acreage): 5.5 acres of the 140.3 authorized acres identified on Exhibit 2.

Combined Elements of 22-13797 + 22-13958
 Quantity (Diversion Rate): 0.08 cfs
 Quantity (Volume): 19.3 acre-feet per annum
 Place of Use (Acreage): 5.5 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. The purchase price for the Purchased Water Right is [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to *Pioneer Title Co., 1655 Elk Creek Dr. #100, Idaho Falls, ID 83401* earnest money in the amount of [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s) at the buyers designated place of use. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS / 5/17/15 DATE: 5/17/15 PAGE 2 OF 17

87995

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 5.5 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: RSKDS / 5/17/13 DATE: LRL PAGE 3 OF 17

87995

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) At Closing, Buyer shall deliver the Purchase Price plus Buyer's Premium less the Earnest Money [REDACTED]
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
 - (d) Fees and Costs of Closing. The fees and costs of processing the closing including recording the deed after closing and preparation and fee for Change of Ownership application shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.
8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
- (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS ^{KDS} / 5/17/20 DATE: LRL PAGE 4 OF 17

87995

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS / 5/17/23 DATE: 5/17/23 RL PAGE 5 OF 17

87995

KRS / _____
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> Rocky Mountain Water Exchange, LLC 482 Constitution Way Suite 303 Idaho Falls, ID 83402 Email: rog.rmea@gmail.com	<u>Buyer</u> Darby and Rachelle Smith 30 N. 3900 E. Rigby, ID 83442 Email: kds@ida.net
<u>Seller's Representative</u> Reed Nord 3525 Merlin Dr. Idaho Falls, ID 83404 Email: rgnord@ida.net	<u>Buyer's Representative</u> None

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KRS / RL DATE: 5-17-23 PAGE 7 OF 17

67995

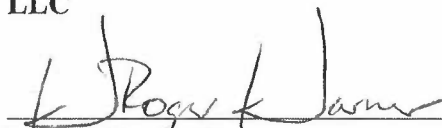
of all such rights and remedies may be exercised at the same time or separately as desired.

- (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**

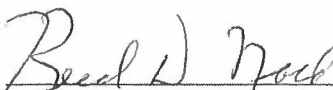


By: W. Roger Warner

Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO



D'Wayne Coburn

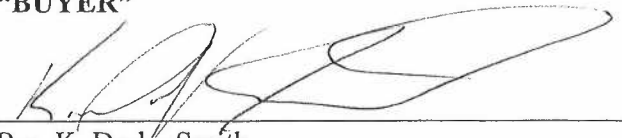
By: Reed D. Nord, Agent for Broker

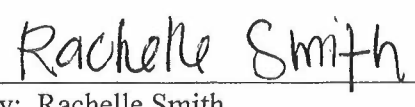
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS ^{KDS} 16RL DATE: 5/17/23 PAGE 8 OF 17

87995

"BUYER"


By: K. Darby Smith


By: Rachelle Smith

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ^{KDS}
RS 1/18/23 DATE: 5/17/23 PAGE 9 OF 17
87995

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 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

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

Place of Use Legal Description : IRRIGATION (MADISON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06N	40E	32		NE	NW	35	
06N	40E	32		NW	NW	36	
06N	40E	32		SW	NW	35	
06N	40E	32		SE	NW	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: RS ^{KBS} 1 LRL DATE: 5/17/23 PAGE 10 OF 17

7995

- 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	Other Information
Licensed Date:	State or Federal: S
Decreed Date: 4/6/2010	Water District Number: 100
Permit Proof Due Date:	Generic Max Rate Per Acre: 0
Permit Proof Made Date:	Generic Max Volume Per Acre: 0
Permit Approved Date:	Civil Case Number:
Permit Moratorium Expiration Date:	Decree Plaintiff:
Enlargement Use Priority Date:	Decree Defendant:
Enlargement Statute Priority Date:	Swan Falls Trust or Nontrust:
Application Received Date:	Swan Falls Dismissed:
Protest Deadline Date:	DLE Act Number:
	Cary Act Number:
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

© 2021 - ExternalSearch - [Privacy](#)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS ^{KDS} 1/18 DATE: 5/17/23 PAGE 11 OF 17

8799

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

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (MADISON county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
06N	40E	32			NE	NW	35
06N	40E	32			NW	NW	36
06N	40E	32			SW	NW	35
06N	40E	32			SE	NW	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: RS ^{KVS} LR DATE: 5/17/23 PAGE 12 OF 17

87995

- 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 cfs 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 unfiled decree entered 08/26/2014.

Dates	Other Information
Licensed Date :	State or Federal : S
Decreed Date : 4/30/2010	Water District Number : 100
Permit Proof Due Date :	Generic Max Rate Per Acre : 0
Permit Proof Made Date :	Generic Max Volume Per Acre : 0
Permit Approved Date :	Combined Acre Limit :
Permit Moratorium Expiration Date :	Combined Volume Limit: 619.70
Enlargement Use Priority Date :	Combined Rate Limit: 1.46
Enlargement Statute Priority Date :	Civil Case Number :
Application Received Date:	Decree Plaintiff :
Protest Deadline Date:	Decree Defendant :
	Swan Falls Trust or Nontrust :
	Swan Falls Dismissed :
	OLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

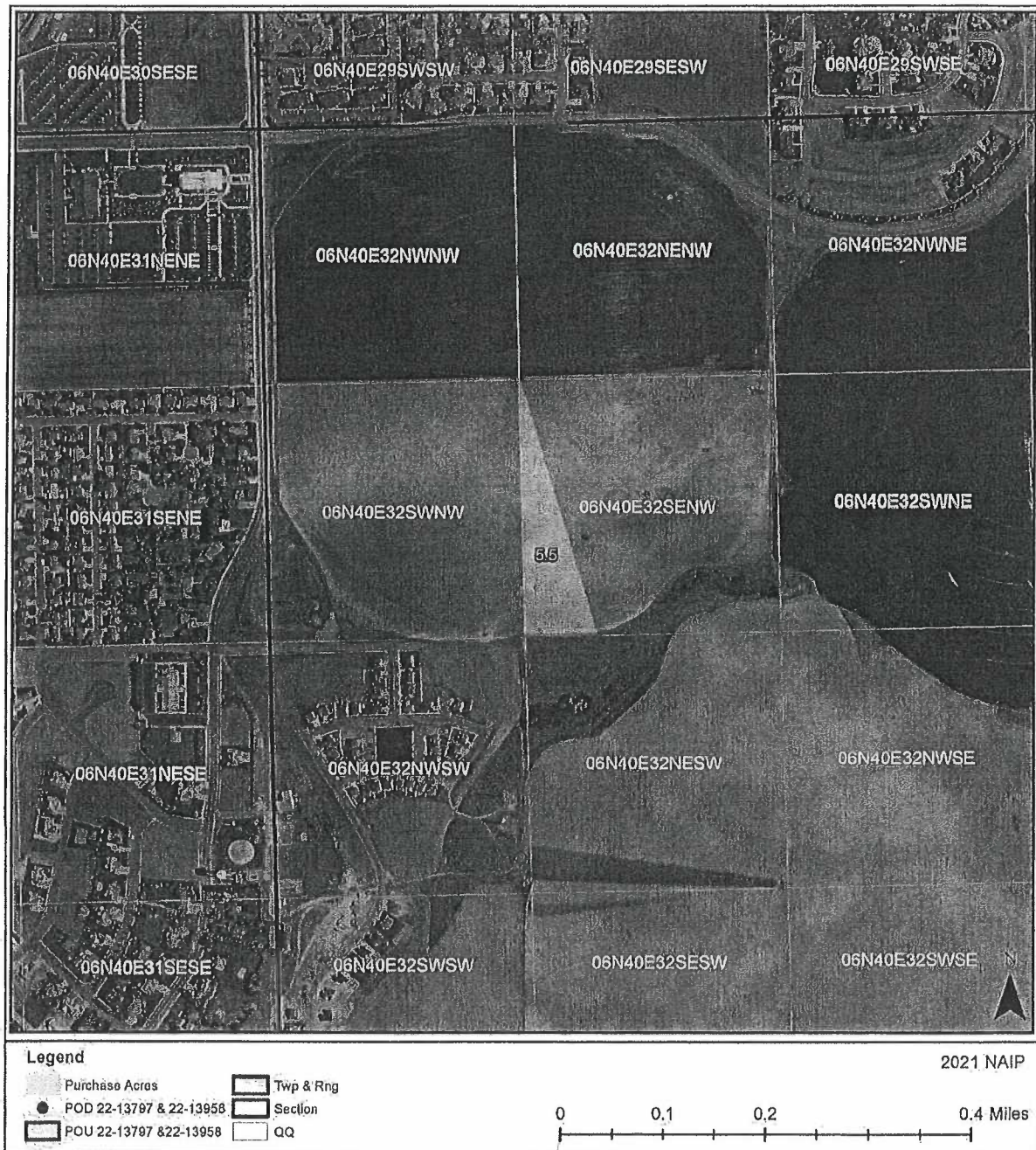
© 2021 - ExternalSearch - Privacy

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS ^{K07} / LPL DATE: 5/17/23 PAGE 13 OF 17

87995

Exhibit 2
Map of 5.5 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS KDS / LRL DATE: 5/17/23 PAGE 14 OF 17

87995

**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 **K. DARBY SMITH and RACHELLE SMITH**, husband and wife, whose address is 30 N 3900 E, Rigby, Idaho 83442 (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: RS 1/26 DATE: 5/17/23 PAGE 15 OF 17

87995

"GRANTOR"

B&B FARMS

Bradley B. Jensen, Managing Member

STATE OF IDAHO)
)ss.
County of _____)

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

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS / LYL DATE: 5/17/23 PAGE 16 OF 17

87995

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS^{KPS} / LRL DATE: 5/17/23 PAGE 17 OF 17

87995

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.)

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.

_____/_____
Initials

Limited Dual Agency
and / or
Assigned Agency

OR

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RS / 5/12/23 DATE: LRK PAGE 6 OF 17

87995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2B

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

☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 22-13958

purposes from 04/01 to 10/31

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	5.5
----------------------------------	-----

87995



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

June 7, 2023

DARBY SMITH
RACHELLE SMITH
30 N 3900 E
RIGBY, ID 83442

RE: Transfer No. 87995
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 6/16/2023 and 6/23/2023. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

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

Henman, Christina

From: Henman, Christina
Sent: Wednesday, June 7, 2023 3:38 PM
To: legalnotices@postregister.com
Subject: RE: Legal Notice for Standard Journal
Attachments: 87995 Standard Journal.docx

Hello,

My apologies. I just realized that the system glitched and set a protest end date of 2/1/2023. Attached is a corrected version- the ONLY change made is in the final paragraph to update the date to 7/3/2023 (highlighted below.)Please replace the existing notice with this corrected one.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/3/2023. The protestant must also send a copy of the protest to the applicant.

The affidavit and bill should be sent to this office by 7/3/2021 as well.

Thank You,

Christina Henman
Administrative Assistant

From: Henman, Christina
Sent: Wednesday, June 7, 2023 3:02 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Standard Journal

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

RE: Transfer No. 87995
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 2/1/2023. Your cooperation is appreciated.

Thank You,

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 87995**

DARBY SMITH and RACHELLE SMITH, 30 N 3900 E, RIGBY, ID 83442 has filed Application No. 87995 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 and place of use. Proposed point of diversion is in Lot 3 (NWSW) Sec 31 T04N R39E for 0.08 cfs from ground water. Proposed place of use is in Lot 3 (NWSW) Sec 31 T04N R39E for 5.5 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/3/2023. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/16/2023 and 6/23/2023