

**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 17th day of OCTOBER 2022 (the "Effective Date"), by and between the following parties:

1. **John Branca (also known as John Branca III)**, a single man, 1625 Rover Dr., Jackson, WY 83001-8850, whose address is 1625 Rover Dr., Jackson, WY 83001-8850 (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. 1-10684 and 35-14650, which was decreed on September 14, 2007 and January 12, 2004 (respectively) in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for Irrigation purposes with a priority date of March 14, 1978 and April 22, 1979 (respectively). The current description of the above-identified water right is more fully set forth in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell the [**X**] 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 [X] 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.

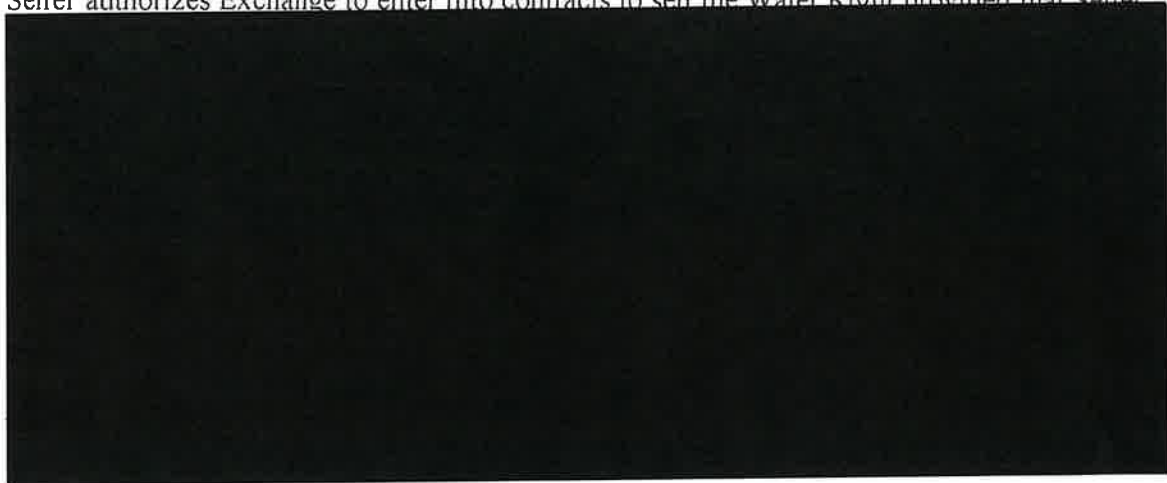
Seller hereby authorizes Exchange to sell the Water Right upon the terms and conditions set forth in this Agreement and grants Exchange the exclusive right to sell the Water Right during the term identified in paragraph 2 herein. Seller agrees to conduct all negotiations to sell the Water Right through 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 October 1, 2022 and shall expire at 11:59 p.m. on October 1, 2023 (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.

Seller authorizes Exchange to enter into contracts to sell the Water Right provided that Seller



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:* _____)
- _____
- _____
- _____
- (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).

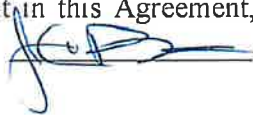
Section 2:

- ☐ 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.

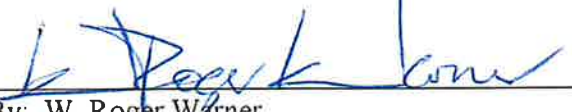
"SELLER"



John Branca, a.k.a John Branca III

"BUYER"

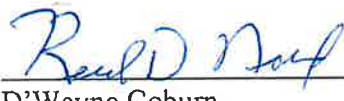
**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**



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
IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

8/29/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 1-10687

Owner Type Name and Address

Current Owner JOHN C BRANCA III

1625 RIVER DR

JACKSON, WY 83001-8850

3077337208

Original Owner BURLEIGH TOMCHAK

Original Owner MABEL TOMCHAK

202 BASSETT RD

ROBERTS, ID 83444

2082286871

Priority Date: 03/14/1978

Basis: Decreed

Status: Active

Source Tributary

SNAKE RIVER COLUMBIA RIVER

Beneficial Use From To Diversion Rate Volume

IRRIGATION 4/01 10/31 0.34 CFS

Total Diversion 0.34 CFS

Location of Point(s) of Diversion:

SNAKE RIVER NWNWSE Lt 13 Sec. 03 Township 04N Range 37E JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	37E	3	8	NWNE	6.5	11	NWNE	4	7	SWNE	6	12	SWNE	3.5

Total Acres: 20

Conditions of Approval:

1. 001 A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.
2. 005 Use of water under this right is subject to control by the watermaster of State Water District No. 1, Snake River.
3. C18 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. Section 42-1412(6), Idaho Code.
4. R18 The right holder must obtain adequate supplemental water for the irrigation season that natural flow is not available.
5. F01 Water is delivered through Tomchak B #1 pump.
6. E55 Right Nos. 1-10687 and 35-14650 are limited to the irrigation of a combined total of 20 acres in a single irrigation season.

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 20

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:



IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

8/29/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 35-14650

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOHN C BRANCA III 1625 RIVER DR JACKSON, WY 83001-8850 3077337208
Directors Report Owner	BURLEIGH TOMCHAK 202 BASSETT RD ROBERTS, ID 83444 2082286871
Directors Report Owner	MABEL TOMCHAK 458 BASSETT RD ROBERTS, ID 83444 2082286871

Priority Date: 04/22/1979

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.4 CFS	
Total Diversion			0.4 CFS	

Location of Point(s) of Diversion:

GROUND WATER SWSW Lt 5 Sec. 03 Township 04N Range 37E JEFFERSON County

GROUND WATER NWSE Sec. 04 Township 04N Range 37E JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County



Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	37E	3	8	NWNE 12.7	7	SWNE 7.3								

Total Acres: 20

Conditions of Approval:

1. C18 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. SECTION 42-1412(6), IDAHO CODE.
2. E55 USE OF THIS RIGHT WITH RIGHT NO. 01-10687 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 20 ACRES IN A SINGLE IRRIGATION SEASON.
3. E53 USE OF THIS RIGHT WITH ALL OTHER RIGHTS IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 80 AF AT THE FIELD HEADGATE FOR THE LANDS BELOW.

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 20

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

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)**