

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

AUG 31 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT OF WATER RESOURCES
SOUTHERN REGION

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
1-7022	Yes ☐	Yes ☐		Yes ☐	Yes ☐
1-7058	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dietrich Drop Hydro LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Big Wood Canal Company and American Falls Reservoir District No. 2
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 409 N Apple Street Shoshone ID 83352
Mailing address City State Zip
208-886-2331 manager@bigwoodcanal.com; miriah@tsorenson.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. Do you own the land identified as the water right place of use? Yes ☐ No ☒
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9

SUPPORT DATA

IN FILE # 1-7022

8. Signature: Carl Pendleton Board President, Big Wood Canal Company 8-25-23
Signature of new owner/claimant Title, if applicable Date
Carl Pendleton
Print name
- Signature: Ellis Gooch Board President, American Falls Reservoir Dist No. 2 8-25-23
Signature of new owner/claimant Title, if applicable Date
Ellis Gooch
Print name

Received by SG Date 8/31/2023 For IDWR Office Use Only: Receipt No. 5039921 Receipt Amt. \$50.00
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by KA Date 12-22-2023

ASSIGNMENT AGREEMENT AND BILL OF SALE

DIETRICH DROP HYDROELECTRIC PROJECT

This ASSIGNMENT AGREEMENT AND BILL OF SALE (this “**Agreement**”), dated as of [●], 2022 (the “**Effective Date**”), is entered into by and among Dietrich Drop Hydro, LLC, a Delaware limited liability company (“**Dietrich Drop**”), Big Wood Canal Company, a non-profit Idaho canal company (“**Big Wood**”) and American Falls Reservoir District No. 2, an Idaho Irrigation District (“**AFRD 2**”). Each of Dietrich Drop, Big Wood, and AFRD 2 are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

Capitalized terms used herein but not otherwise defined herein (including the Exhibits attached hereto) have the meanings set forth in the Original Lease Agreement (as defined below).

RECITALS

WHEREAS, Dietrich Drop is a party to that certain Assignment Agreement, dated as of December 18, 1987 (as amended, amended and restated, modified or otherwise supplemented from time to time in accordance with the terms thereof, the “**Original Lease Agreement**”), between Big Wood and Bonneville Pacific Corporation, a Delaware corporation (“**Bonneville**”), as assigned by an Assignment Agreement and Bill of Sale – Dietrich Drop Hydroelectric Project, dated April 20, 1989, by Bonneville to BP Hydro Associates, an Idaho partnership (“**BP Hydro**”) and as further assigned by an Assignment Agreement and Bill of Sale – Dietrich Drop Hydroelectric Project, dated March 27, 2015, by BP Hydro to Dietrich Drop;

WHEREAS, pursuant to the Original Lease Agreement, Dietrich Drop is obligated to convey to Big Wood all of its rights, titles, interests and obligations relating to or arising in connection with the Dietrich Drop Hydroelectric Facility located in Lincoln County, Idaho (the “**Project**”) at the end of the term of the Original Lease Agreement, which termination date is approximately August 31, 2023 (the “**Original Lease Termination Date**”);

WHEREAS, Dietrich Drop, with the express permission, authorization, and consent of Big Wood, desires hereby to assign, convey, transfer and quit claim to the AFRD 2, without warranty except as set forth herein, all of its rights, titles, interests and obligations relating to or arising in connection with the Project as more particularly set forth herein; and

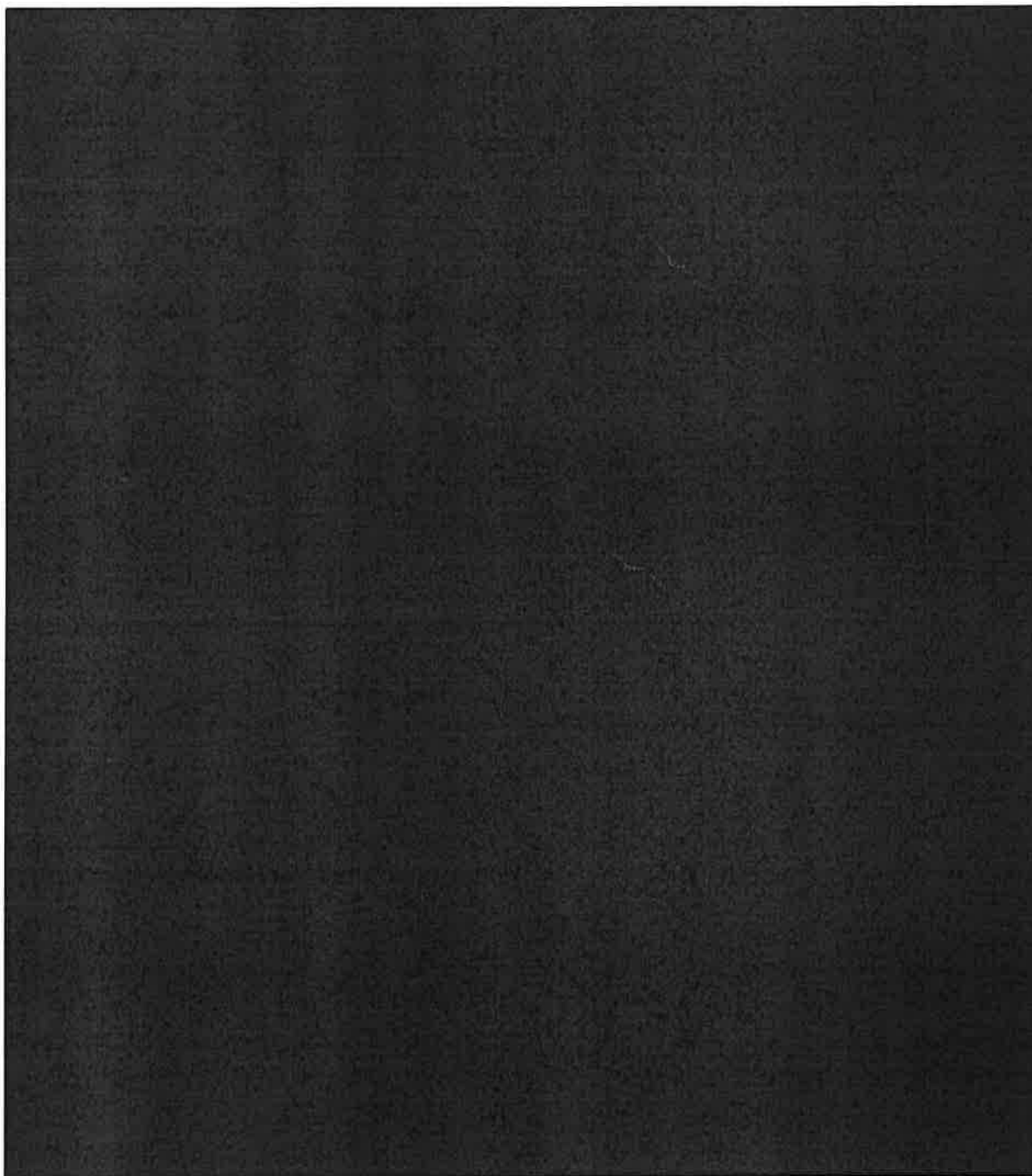
WHEREAS, AFRD 2 desires to accept the assignments and conveyances made in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and the mutual agreement and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I TERMINATION

Assignment Agreement

. Effective immediately as of the Closing Date, without further action required by any Party and notwithstanding anything to the contrary contained in the Original Lease Agreement, Dietrich Drop hereby assigns, transfers, conveys and quit claims to AFRD 2, without warranty, all of its rights, titles, interests and obligations relating to the Project including, but not limited to, those agreements, notes, security instruments, permits, authorizations and contracts set forth on Exhibit A attached hereto (collectively, the “**Assignments**”).



IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DIETRICH DROP HYDRO, LLC

By: 

Name: Matthew Stanley

Title: Vice President & General Manager

BIG WOOD CANAL COMPANY

By: _____

Name:

Title:

Carl Pendleton

CARL PENDLETON

MANAGER

AMERICAN FALLS RESERVOIR DISTRICT
NO. 2

By: Ellis Gooch
Name: ~~Glen~~ Ellis Gooch
Title: Chairman

Exhibit A

Assignment (AFRD 2)

1. [Approved Applications for Water Permits Nos. 01-7022 and 01-7058 issued to American Falls Reservoir District No. 2 and assigned by (a) Assignment of Permit dated November 3, 1986 between American Falls Reservoir District No. 2 and Big Wood Canal Company, (b) transfer to Stewart Title Company of Idaho evidenced by letter from Idaho Department of Water Resources dated April 26, 1988;]
2. Firm Energy Sales Agreement, dated as of July 13, 1987, between Bonneville and Idaho Power Company, as assigned by Bonneville to BP Hydro on April 20, 1989 and as further assigned by BP Hydro to Dietrich Drop on March 27, 2015. (as amended, amended and restated, modified or otherwise supplemented from time to time in accordance with the terms thereof, the **"Firm Energy Sales Agreement"**);
3. [Contract between the United States of America and Big Wood dated December 18, 1987, being Contract No. 7-07-10-P-0019, as assigned by Big Wood to Bonneville on December 18, 1987; as further assigned by Bonneville to BP Hydro on April 20, 1989 and as further assigned by BP Hydro to Dietrich Drop on March 27, 2015. March 27, 2015];
4. Federal Energy Regulatory Commission (**"FERC"**) License for Project No. 8909; and
5. Original Lease Agreement, regarding the property described on the next page:

PARCEL A - Intake, Flume, Penstock & Powerhouse Switchyard Easement

A 400 foot wide intake, flume, penstock, powerhouse switchyard easement being situate in a portion of the Northeast 1/4 of Section 7, Township 7 South, Range 19 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a POINT OF BEGINNING which lies South 19 degrees 30'18" West, 2729.18 feet from the Northeast corner of said Section 7, and running thence North 6 deg. 09'03" East, 357.50 feet; thence North 1 deg. 50'56" West, 192.50 feet; thence North 6 deg. 24'06" East, 950.00 feet; and thence North 13 deg. 47'29" East, 500.00 feet to a point which lies South 47 deg. 42'11" West, 884.22 feet from the Northeast corner of said Section 7.

PARCEL B - Power Transmission Line Easement

A 50 foot (50') wide POWER TRANSMISSION LINE EASEMENT being situate in a portion of the NE 1/4 NE 1/4 of Section 7, and the SE 1/4 SE 1/4 of Section 6 AND the West 1/2 West 1/2 of Section 5 all within Township 7 South, Range 19 East, Boise Meridian, Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at the Northeast corner of Section 7, said point being a standard BLM Brass Cap; thence South 51 deg. 02'24" West, 950.43 feet to the TRUE POINT OF BEGINNING, said point lies South 72 deg. 23'01" East, 1993.20 feet from the North One Quarter Corner of said Section 7, said point being a standard BLM Brass Cap; thence along the centerline of said easement North 8 deg. 13'49" East, 605.23 feet to a point on the South line of said Section 6, said point lies North 89 deg. 52'41" West, 652.40 feet from said Northeast corner of Section 7; thence along the centerline of said easement in Section 6, North 8 degrees 13'49" East, 542.42 feet to an angle point; thence along the centerline of said easement North 42 deg. 28'4T" East, 853.82 feet to a point on the West line of said Section 5, said point lies North 00 deg. 05'26" East, 1167.95 feet from the Southwest corner of said Section 5; thence along the centerline of said easement in Section 5, North 42 deg. 28'42" East, 598.24 feet to an angle point; thence along the centerline of said easement North 00 deg. 35'32" East, 3021.69 feet to the South boundary line of Section 36, T. 6 S., R. 18 E., said point lies South 89 deg. 43'38" East, 427.44 feet from the Northwest corner of said Section 5, said point being a standard BLM Brass Cap, the POINT OF TERMINUS.

PARCEL C - Canal and Access Road Easement

A 200 foot wide canal and access road easement, being situate in a portion of the Northeast 1/4 of Section 7, the Southeast 1/4 of Section 6; the Southwest 1/4 of Section 5 all in Township 7 South, Range 19 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a point of beginning which lies South 47 deg. 42'11" West, 884.22 feet from the Northeast corner of said Section 7 and running thence North 16 deg. 05' 58" East, 1184.69 feet; thence North 47 deg. 26'48" East, 1045.00 feet; and thence North 34 deg. 12'57" East, 180.00 feet to a point on the centerline of the Milner-Gooding Canal, said point lies North 21 deg. 18'21" East, 1501.34 feet from the Northeast corner of said Section 7.

PARCEL D - Access Road Easement

A 50 foot wide road easement on the West bank of the Milner-Gooding Canal, being situate in a portion of the West 1/2 of Section 5, Township 7 South, Range 19 East, and the East 1/2 of Section 36, Township 6 South, Range 18 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a point which lies North 18 deg. 38'14" East, 1520.10 feet from the Southwest corner of said Section 5, and running

thence North 34 deg. 54'38" East, 1608.04 feet;

thence North 12 deg. 21'59" West, 957.21 feet;

thence North 43 deg. 25'28" West, 686.00 feet;

thence North 16 deg. 13'29" West, 1070.42 feet;

thence North 15 deg. 47'45" East, 1008.06 feet;

thence North 5 deg. 44'26" West, 1641.70 feet;

thence North 38 deg. 22'37" East, 573.25 feet;

thence North 19 deg. 18'14" West, 1186.59 feet;

thence North 48 deg. 30'50" West, 570.95 feet; and

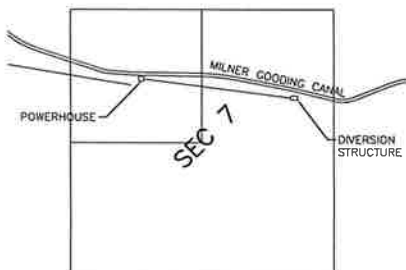
thence North 6 deg. 45'00" West, 98.74 feet to a point on the South boundary fence of a county road, said point lies South 87 deg. 40'50" East, 2743.85 feet from the Northwest corner of said Section 36, said corner being monumented with a 1/2" iron rebar with surveyors cap marked "PELS 3260".

PARCEL E- Whittaker Right of Way Powerline

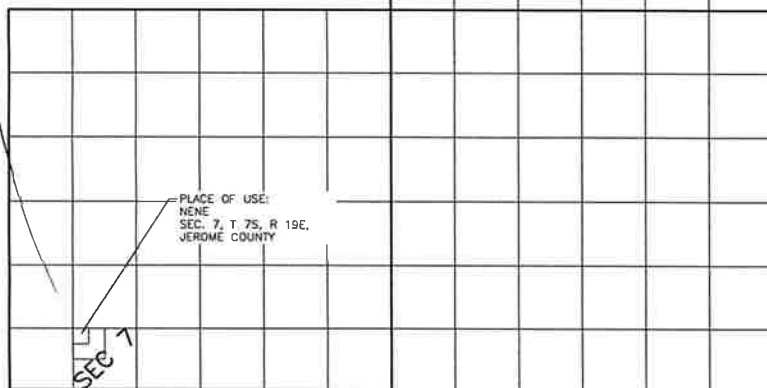
A 50 foot wide power transmission line easement being situated in a portion of the W 1/2 SE 1/4 and N 1/2 SW 1/4 and W 1/2 NW 1/4 of Section 36, Township 6 South, Range 18 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at the South One Quarter Corner of said Section 36, said point being a standard BLM Brass Cap, thence along the Southerly boundary of said Section 36, South 89 degrees 44'49" East, 84.24 feet to the Northwest Corner of Section 5, T. 7 S., R. 19 E., B.M., Lincoln County, Idaho, said corner being a standard BLM Brass Cap; thence along the Southerly boundary of said Section 36, South 89 degrees 43'32" East, 402.47 feet to the TRUE POINT OF BEGINNING, said point lies North 89 degrees 43'32" West 2150.84 feet from the Southwest Corner of said Section 36; thence along the centerline of said easement North 12 degrees 08'35" East, 9.82 feet to an existing power pole; thence along said existing power line North 08 degrees 38'31" West,

632.26 feet to an existing power pole; thence along said existing power line North 21 degrees 33'01" East, 762.24 feet; thence North 59 degrees 28'53" West, 3805.83 feet to a point which lies 25.00 feet easterly of the westerly boundary of said Section 36; thence parallel to and 25.00 feet Easterly from the Westerly boundary line of said Section 36, North 00 degrees 07'48" East, 2000 feet to the POINT OF TERMINUS of said easement, said point lies South 89 degrees 43'38" East, 25.00 feet from the Northwest Corner of said Section 36.



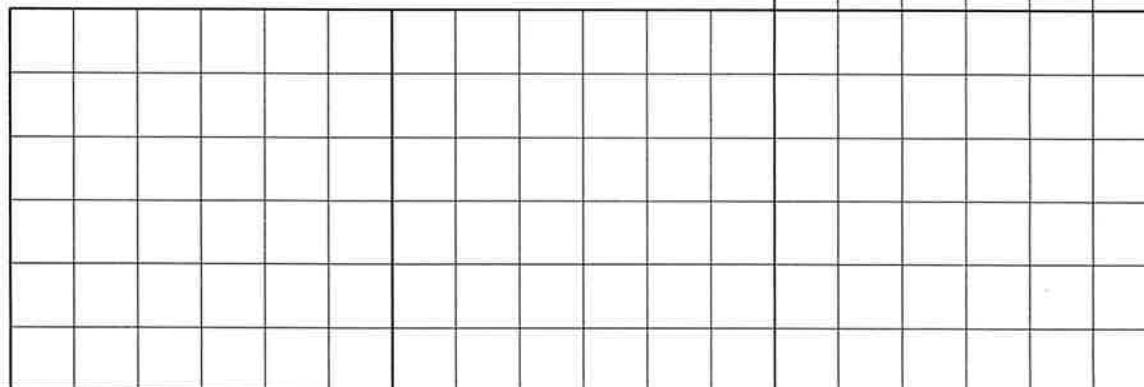
TOWNSHIP 7 S



PLACE OF USE:
NONE
SEC. 7, T. 7S, R. 19E,
JEROME COUNTY

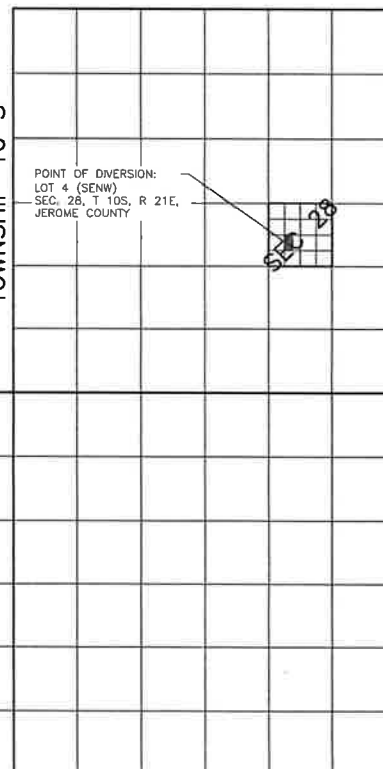
RANGE 20 E

TOWNSHIP 8 S



RANGE 21 E

TOWNSHIP 10 S



POINT OF DIVERSION:
LOT 4 (SESW)
SEC. 28, T. 10S, R. 21E,
JEROME COUNTY

EXHIBIT "A"
WATER RIGHT NO. 01-07022
WATER RIGHT NO. 01-07058





IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 22, 2023

BIG WOOD CANAL COMPANY
AMERICAN FALLS RESERVOIR DISTRICT #2
409 N APPLE ST
SHOSHONE ID 83352-5415

Re: Change in Ownership for Water Right No(s): 01-7022, 01-7058

Dear Water Right Holder(s):

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

You will notice that Idaho Power Company is copied on the letter, because the company is listed as a lienholder on water right 01-7058. The Department can remove the lienholder from this water right record upon written request from you.

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 293-9916.

Sincerely,

Kent Aasa
Water Resource Agent, Senior

Enclosure(s)
WOOD HYDRO LLC
WD 01

Wood Hydro LLC
711 E Turtle Point Drive
Ivins, UT 84738

August 28, 2023

RECEIVED

AUG 31 2023

DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858

To Whom it May Concern,

Enclosed please find the Notice of Change in Water Right Ownership for Water Rights No. I-7011 and I-7058 (the "Water Rights"). This letter is to provide additional explanation to support this Notice of Change of in Water Right Ownership. Also enclosed please find an Assignment Agreement and Bill of Sale related to the Dietrich Drop Hydroelectric Project ("Assignment Agreement"). The current record holder of the Water Rights, Deitrich Drop Hydro LLC, was a lessee of the property associated with the Water Rights under a prior agreement between the parties listed in the Assignment Agreement. Big Wood Canal Company was the lessor under that prior agreement. The enclosed Assignment Agreement makes it clear that the lease is over and that all rights, including the Water Rights, revert to Big Wood Canal Company and its affiliated entity, American Falls Reservoir District No. 2.

Please do not hesitate to reach out with any questions or concerns.

Sincerely,



Ted S. Sorenson, PE
On Behalf of Big Wood Canal Company
and American Falls Reservoir District
No. 2

ted@tsorenson.net

miriah@tsorenson.net