

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

RECEIVED

JUN 08 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) Debbie Ellwein and Melvin J. Ellwein Testamentary QTIP Trust

Mailing Address PO Box 815 Boulder MT 59632

Email* _____ Phone _____

Name of Representative (if any) Greg Sullivan

Mailing Address 2016 N Washington St Ste 4 Twin Falls, ID 83301

Email* greg.sullivan@brockwayeng.com Phone 208-736-8543

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

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B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☐ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☒ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☐ N/A. This application does not propose to change the place of use or nature of use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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	
06S	26E	20									33			21					54.0

Total Irrigated Acres to be Changed: 54.0

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- | | |
|--|---|
| ☒ Change point(s) of diversion | ☒ Change place of use |
| ☐ Add point(s) of diversion | ☐ Change period of use |
| ☐ Change nature of use | ☐ Update water right ownership records |

B. Proposed Changes. Describe the proposed changes in narrative form:

The 54.0 acres will be dried up at the current place of use and no longer irrigated. The 54.0 acres will be diverted from a different POD on the Big Lost River system and delivered to property owned by Josh Felton.

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C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☐ ☒	34-856G	0.28/	Irrigation	5/01 to 10/15	Big Lost River
☐ ☒	34-228A	0.28/	Irrigation	5/01 to 10/15	Big Lost River
☐ ☒	34-360C	0.32/	Irrigation	5/01 to 10/15	Big Lost River
☐ ☒	34-14835	0.28/	Irrigation	5/01 to 10/15	Big Lost River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 1.16 cfs and/or _____ af.

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
	07N	24E	33			SW	NE	Custer	Big Lost River	

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

☐ N/A. This application does not propose to change the place of use.

Proposed Place of Use

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	
06N	25E	7			1.5	2.1									16	14	4.7	7.8	15.1
06N	25E	8										3	2.6						5.6
06N	25E	18	1.2	1.1															2.3

Total Irrigated Acres: 54.0

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

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Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☒ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.
34-830F et al.

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.
34-246 et al.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 34. ☐ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☒ Yes. ☐ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

34-228A, 34-360C, 34-14835

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

34-322, 34-323, 34-241, 34-533, 34-2324, 34-10461, and 34-12356

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

☒ No. The place of use for the portion to be changed will no longer be irrigated.

☐ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes	No
☐	☒

currently leased to the Water Supply Bank?

If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov). Label the Form as Attachment 4C-7.

☐	☒
☐	☒
☐	☒

currently used in a mitigation plan limiting the use of water under the right?

subject to an agreement not to divert (CREP)?

currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

Existing POD, existing delivery system to the property and existing pivot system.

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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.

<u>Debbie Ellwein</u> Debbie Ellwein / Jun 4, 2026 17:37:35 MDT	Debbie Ellwein	Jun 4, 2026
Signature of Applicant or Representative*	Print Name and Title, if applicable	Date
 Signature of Applicant or Representative*	 Print Name and Title, if applicable	 Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: \$ <u>80.00</u>	Receipt #: <u>E051697</u>	Date: <u>6-8-26</u>	Received by: <u>M. Pether</u>
Add'l Paid: \$ _____	Receipt #: _____	Date: _____	Received by: _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 34-856G

Current Owner: DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESAMENTARY QTIP TRUST
DEBBIE ELLWEIN

Priority Date: 4/30/1884

Origin: Water Right

Status: Active

Basis: Decreed

Source

BIG LOST RIVER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

5/01 to 10/15

Total Diversion

Diversion Rate

0.8 CFS

0.8 CFS

Annual Volume

Location of Point(s) of Diversion

BIG LOST RIVER

CUSTER County

SE1/4NW1/4NW1/4

Sec. 34, Twp 07N, Rge 24E B.M.

Place of Use

IRRIGATION Within BUTTE County

T06N R26E S20

NWNE

38.00

T06N R26E S20

NENW

39.00

T06N R26E S20

SENW

40.00

T06N R26E S20

NESW

38.00

Total Acres: 155

Attached approval document from Transfer
89891 contains actual place of use and
conditions of approval at the time of this
Transfer's (90129) submission.

WATER RIGHT NO. 34-856G

As Modified by Transfer No. 89891

In accordance with the approval of Transfer No. 89891, Water Right No. 34-856G is now described as follows:

Right Holder: DEBBIE ELLWEIN AND
MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST
PO BOX 815
BOULDER, MT 59632

Priority Date: 4/30/1884

Source: BIG LOST RIVER

Tributary: SINKS

BENEFICIAL USE
IRRIGATION

From 5/01 **To** 10/15

Diversion Rate
0.800 cfs
0.800 cfs

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER SENWNW Sec 34 Twp 07N Rge 24E CUSTER County

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	26E	20		34.0			33.0			34.0	33.0			21.0					155.0

Right Acre Limit: 40.0
POU Total Acres: 155.0

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 40 acres within the authorized place of use in a single irrigation season.
2. Rights 34-228A, 34-360C, 34-856G and 34-14835 when combined shall not exceed the irrigation of 155 acres.
3. 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. 34.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Transfer No. 89891

WATER RIGHT NO. 34-856G
As Modified by Transfer No. 89891

CONDITIONS OF APPROVAL

6. Water is delivered through the Burnett Ditch.
7. The period of use for irrigation described above may be extended in seasons of unusual characteristics to a beginning date of 04-20 and an ending date of 10-31 at the discretion of the Director of the Idaho Department of Water Resources.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. 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.

Transfer No. 89891

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 34-228A

Current Owner: MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST
DEBBIE ELLWEIN

Priority Date: 6/1/1884

Origin: Water Right

Status: Active

Basis: Decreed

Source

BIG LOST RIVER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

5/01 to 10/15

Diversion Rate

0.8 CFS

Annual Volume

Total Diversion

0.8 CFS

Location of Point(s) of Diversion

BIG LOST RIVER

SE1/4NW1/4NW1/4

Sec. 34, Twp 07N, Rge 24E B.M.

CUSTER County

Place of Use

IRRIGATION Within BUTTE County

T06N R26E S20	NWNE	34.00	T06N R26E S20	NENW	33.00
T06N R26E S20	SENE	34.00	T06N R26E S20	NESW	33.00
T06N R26E S20	SESW	21.00			

Total Acres: 155

Conditions of Approval:

1. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
2. 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.
3. F01 Water is delivered through Burnett Ditch.
4. X27 This right is limited to the irrigation of 40 acres within the authorized place of use in a single irrigation season.
5. 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.
6. S34 The period of use for irrigation described above may be extended in seasons of unusual characteristics to a beginning date of 04-20 and an ending date of 10-31 at the discretion of the Director of the Idaho Department of Water Resources.
7. 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. 34.
8. R59 This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. X35 Rights 34-228A, 34-360C, 34-856G and 34-14835 when combined shall not exceed the irrigation of 155 acres.

Decreed Date: 1/29/2002

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 34-360C

Current Owner: DEBBIE ELLWEIN
MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST

Priority Date: 6/1/1887

Origin: Water Right

Status: Active

Basis: Decreed

Source

BIG LOST RIVER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

5/01 to 10/15

Diversion Rate

0.92 CFS

Annual Volume

Total Diversion

0.92 CFS

Location of Point(s) of Diversion

BIG LOST RIVER

SE1/4NW1/4NW1/4

Sec. 34, Twp 07N, Rge 24E B.M.

CUSTER County

Place of Use

IRRIGATION Within BUTTE County

T06N R26E S20

NWNE

38.00

~~T06N R26E S20~~

NENW

39.00

T06N R26E S20

SENE

40.00

~~T06N R26E S20~~

NESW

38.00

Total Acres: 155

Attached approval document from Transfer 89891
Contains actual place of use and conditions of approval
at the time of this Transfer's (90129) submission.

WATER RIGHT NO. 34-360C
As Modified by Transfer No. 89891

In accordance with the approval of Transfer No. 89891, Water Right No. 34-360C is now described as follows:

Right Holder: DEBBIE ELLWEIN AND
MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST
PO BOX 815
BOULDER, MT 59632

Priority Date: 6/1/1887

Source: BIG LOST RIVER **Tributary:** SINKS

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
IRRIGATION	5/01	to 10/15	0.920 cfs 0.920 cfs

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER SENWNW Sec 34 Twp 07N Rge 24E CUSTER County

PLACE OF USE: IRRIGATION

			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	26E	20		34.0			33.0			34.0	33.0			21.0					155.0
Right Acre Limit:			46.0																
POU Total Acres:			155.0																

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 46 acres within the authorized place of use in a single irrigation season.
2. Rights 34-228A, 34-360C, 34-856G and 34-14835 when combined shall not exceed the irrigation of 155 acres.
3. 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. 34.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Transfer No. 89891

90129

WATER RIGHT NO. 34-360C
As Modified by Transfer No. 89891

CONDITIONS OF APPROVAL

6. The period of use for irrigation described above may be extended in seasons of unusual characteristics to a beginning date of 04-20 and an ending date of 10-31 at the discretion of the Director of the Idaho Department of Water Resources.
7. Water is delivered through Burnett Ditch.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. 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.

Transfer No. 89891

80129

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 34-14835

Current Owner: DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESAMENTARY QTIP TRUST
DEBBIE ELLWEIN

Priority Date: 6/1/1894

Origin: Water Right

Status: Active

Basis: Decreed

Source

BIG LOST RIVER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

5/01 to 10/15

Total Diversion

Diversion Rate

0.8 CFS

0.8 CFS

Annual Volume

Location of Point(s) of Diversion

BIG LOST RIVER

CUSTER County

SE1/4NW1/4NW1/4

Sec. 34, Twp 07N, Rge 24E B.M.

Place of Use

IRRIGATION Within BUTTE County

T06N R26E S20

NWNE

38.00

~~T06N R26E S20~~

NENW

39.00

T06N R26E S20

SENE

40.00

~~T06N R26E S20~~

NESW

38.00

~~Total Acres: 155~~

Attached approval document from Transfer 89891
contains actual place of use and conditions of approval
at the time of this Transfer's (90129) submission.

WATER RIGHT NO. 34-14835

As Modified by Transfer No. 89891

In accordance with the approval of Transfer No. 89891, Water Right No. 34-14835 is now described as follows:

Right Holder: DEBBIE ELLWEIN AND
MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST
PO BOX 815
BOULDER, MT 59632

Priority Date: 6/1/1894

Source: BIG LOST RIVER

Tributary: SINKS

BENEFICIAL USE
IRRIGATION

From 5/01 **To** 10/15

Diversion Rate
0.800 cfs
0.800 cfs

LOCATION OF POINT(S) OF DIVERSION

BIG LOST RIVER SENWNW Sec 34 Twp 07N Rge 24E CUSTER County

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	26E	20		34.0			33.0			34.0	33.0			21.0					155.0

POU Total Acres: 155.0

CONDITIONS OF APPROVAL

1. Rights 34-228A, 34-360C, 34-856G and 34-14835 when combined shall not exceed the irrigation of 155 acres.
2. 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. 34.
3. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
5. The period of use for irrigation described above may be extended in seasons of unusual characteristics to a beginning date of 04-20 and an ending date of 10-31 at the discretion of the Director of the Idaho Department of Water Resources.

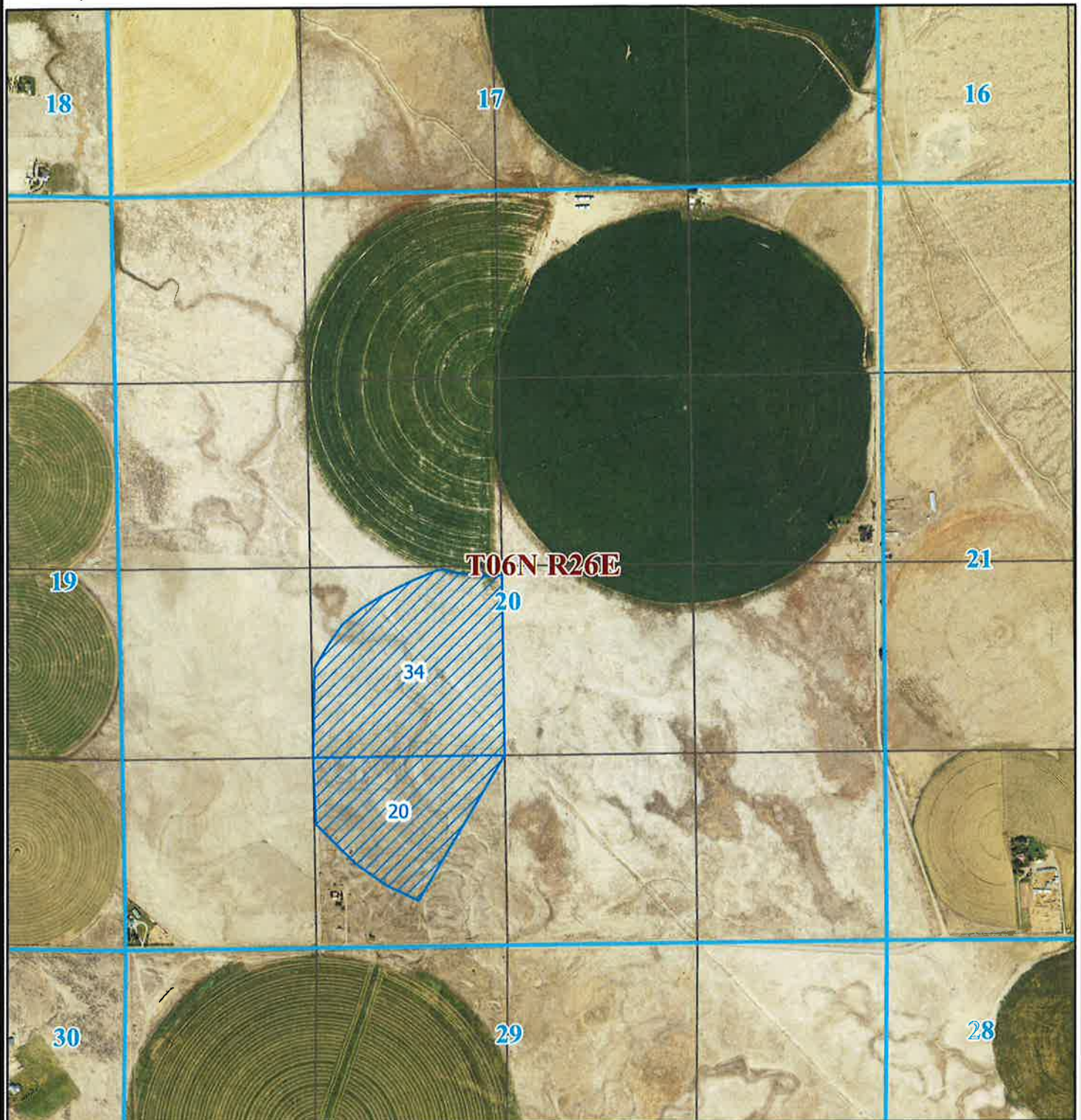
Transfer No. 89891

WATER RIGHT NO. 34-14835
As Modified by Transfer No. 89891

CONDITIONS OF APPROVAL

6. Water is delivered through the Burnett Ditch.
7. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. 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. 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.

Transfer No. 89891



DEBBIE ELLWEIN

54.0 ACRE TRANSFER
NAIP 2025 AERIAL

Legend

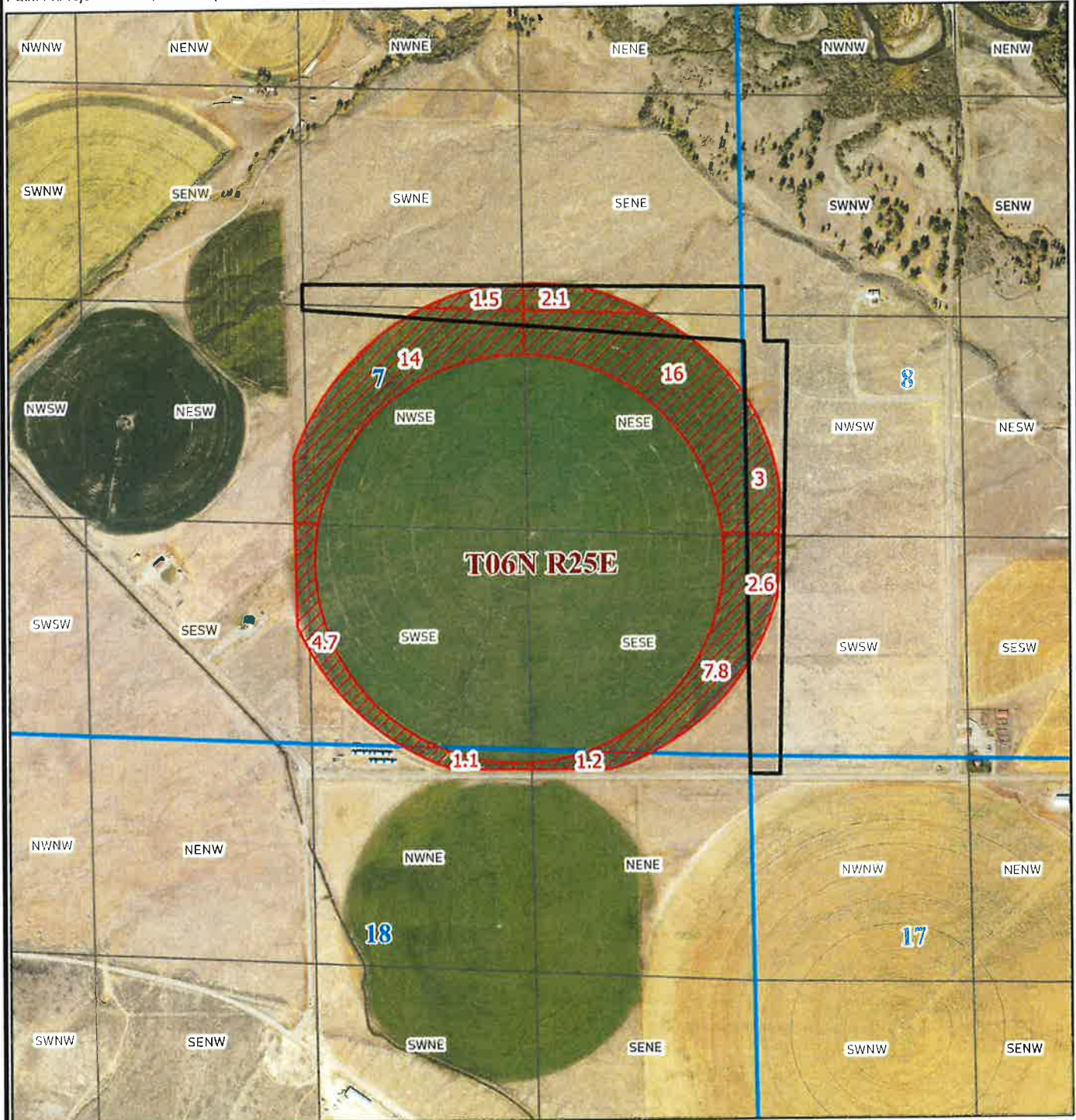
 34-856G_Transfer_FROM



BROCKWAY
ENGINEERING
PLLC

0 500 1,000 Feet

90129



RECEIVED
AUG 12 2026

PT. OF WATER RESOURCES
EASTERN REGION

BROCKWAY
ENGINEERING
P.L.L.C.

0 500 1,000 Feet

JOSH FELTON-GOFF PROPERTY

54.0 ACRE TRANSFER

Additional property described by
Instrument #263114 in Custer County
NAIP 2025 AERIAL

Legend

34-856G

29.64 Acres Purchased in 2022



BROCKWAY
ENGINEERING
ELL.C.

JOSH FELTON-GOFF PROPERTY

54.0 ACRE TRANSFER
NAIP 2025 AERIAL

0 500 1,000 Feet

Legend

 34-856G

90129

CONSENT TO WATER RIGHT TRANSFER

To Whom It May Concern,

I, Jonathan ToeWS, as the Deacon of the Lost River Valley Mennonite Church Inc., give permission to Debbie Ellwein, individually and as the personal representative of the Estate of Melvin J. Ellwein, or her legal representative, to transfer 23.0 acres of irrigation water from water rights 34-228A, 34-360C, 34-856G and 34-14835 to property located at Township 06 North Range 26 East Section 20 SESW. Water rights 34-228A, 34-360C, 34-856G and 34-14835 were used to irrigate via pivot said property during the irrigation season for the years 2019 and 2020. The Lost River Valley Mennonite Church Inc. now owns the described property and acknowledges that it does not have any legal claim on water rights 34-228A, 34-360C, 34-856G and 34-14835.

I, the undersigned, as the duly authorized representative of Lost River Valley Mennonite Church Inc., formally give consent to any transfer of these herein described water rights on or off of the herein described property at any time.

Lost River Valley Mennonite Church Inc.

By: _____

Jonathan ToeWS

Its: _____

Lost River Valley Menn. Church Inc

Date: _____

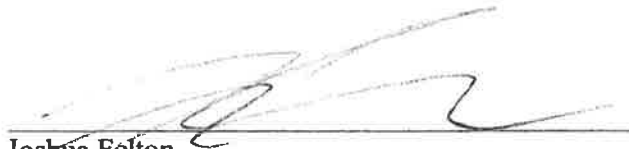
2-14-2025

CONSENT TO WATER RIGHT TRANSFER

To Whom It May Concern,

I, Joshua Felton, give permission to DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST or her legal representative to transfer 54.0 acres of irrigation water from water rights 34-856G, 34-228A, 34-360C and 34-14835 to property that I own located at Township 06 North Range 25 East Section 7, Section 8 and Section 18 associated of Custer County.

I formally give my consent to a 54.0 acre irrigation transfer to property I own or control.


Joshua Felton

Date: 8/12/26

RECEIVED

AUG 12 2026

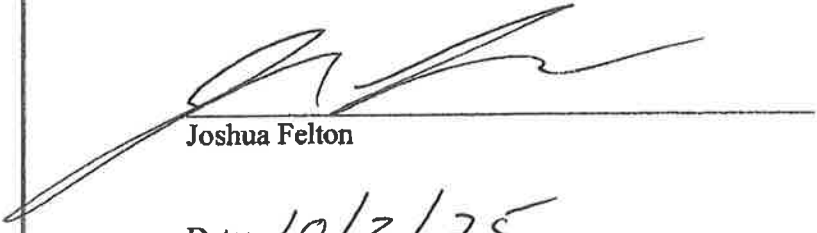
DEPT. OF WATER RESOURCES
EASTERN REGION

CONSENT TO WATER RIGHT TRANSFER

To Whom It May Concern,

I, Joshua Felton, give permission to DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST or her legal representative to transfer 23.0 acres of irrigation water from water rights 34-856G to property that I own located at Township 06 North Range 25 East Section 7, Section 8 and Section 18 associated of Custer County.

I formally give my consent to a 23.0 acre irrigation transfer to property I own or control.



Joshua Felton

Date:

10/3/25


TitleOne
a title & escrow co.
Order Number: 287731

251177

Custer County Rec. of

Title One

Time 2:21 p M Date 11/16, 2015

Lura H. Baker, Clerk:

Deputy

Warranty Deed

Cheryl Cook \$13.00
Deputy

For value received, **Magee Family Trust**

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua B.J. Felton Gabiola, aka Joshua Felton, an unmarried man

whose current address is **4058 N. 4080 W., Mackay, ID 83251**

the grantee, the following described premises, in Custer County, Idaho, to wit:

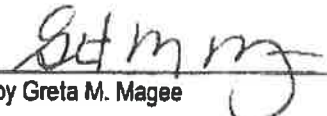
See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: November 9, 2015

Magee Family Trust


by Francis P. Magee


by Greta M. Magee

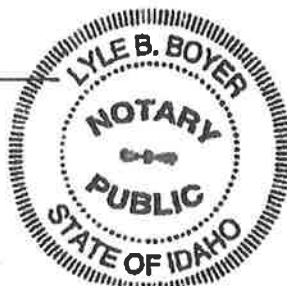
State of Idaho

ss.

County of Butte

On this 9th day of November in the year of 2015, before me, the undersigned, a notary public in and for said state personally appeared Francis P. Magee and Greta M. Magee, known or identified to me to be the person whose name is subscribed to the within instrument, as trustees of the Magee Family Trust and acknowledged to me that they executed the same as trustees.


Notary Public
Residing at:
My Commission Expires:



251177

EXHIBIT "A"

287731

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho
Section 7: Southeast Quarter

Section 18: Northwest Quarter Northeast Quarter; Southeast Quarter Northeast Quarter;
Southwest Quarter Northeast Quarter

ALSO: The West Half Northeast Quarter Northeast Quarter, Section 18, Township 6 North,
Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence North $88^{\circ}59'48''$ West 679.75 feet along the North line of Section 18 to the Northeast Corner of the West Half Northeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}38'53''$ East 1350.86 feet to the Southeast Corner of said West Half Northeast Quarter Northeast Quarter; thence North $89^{\circ}20'20''$ West 676.43 feet to the Southwest Corner of said West Half Northeast Quarter Northeast Quarter; thence North $00^{\circ}47'02''$ West 1355.00 feet to the Northwest Corner of said West Half Northeast Quarter Northeast Quarter; thence South $88^{\circ}59'48''$ East 679.75 feet to the point of beginning.

Excepting therefrom: The East Half Southeast Quarter Northeast Quarter Section 18, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence South $00^{\circ}30'40''$ East 1346.73 feet along the Section line to the Northeast Corner of the East Half Southeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}30'40''$ East 1346.73 feet to the Southeast Corner of said East Half Southeast Quarter Northeast Quarter; thence North $89^{\circ}41'04''$ West 673.13 feet to the Southwest Corner of said East Half Southeast Quarter Northeast Quarter; thence North $00^{\circ}38'52''$ West 1350.86 feet to the Northwest Corner of said East Half Southeast Quarter Northeast Quarter; thence South $89^{\circ}20'20''$ East 676.42 feet to the point of beginning.



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kelly C. Stevenson
4058 N. 4080 W.
Mackay, Idaho 83251

Instrument # 263114

CHALLIS, CUSTER, IDAHO
08-03-2022 12:17:52 No. of Pages: 2
Recorded for: JONES WILLIAMS FUHRMAN GOURLEY, P
Lura H. Baker Fee: \$15.00
Ex-Officio Recorder Deputy: KW

(Space Above for Recorder's Use)

WARRANTY DEED

For valuable consideration given, Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust ("Grantors"), hereby convey, grant and warrant unto Joshua B. Felton, an unmarried man, ("Grantee"), whose address is 4058 N. 4080 W., Mackay, Idaho 83251, and the Grantee's successors and assigns forever, the following described real property located in Custer County, Idaho, to wit:

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Commencing at the SE 1/4 corner, alongside the East line of section 7 to the Point of Beginning; Thence, along the West line of section 8, N 00° 32' 38" W 2643.99 feet; Thence, N 85° 23' 15" W 2709.10 feet; Thence, towards the North line of section 7, N 00° 10' 32" W 156.67 feet; Thence, towards the East line of section 7, S 89° 08' 30" E 2820.12 feet; Thence, S 00° 40' 50" E 333.06 feet; Thence, S 89° 56' 25" W 139.91 feet; Thence S 01° 12' 40" W 2647.15 feet; Thence, N 88° 57' 44" W 181.85 feet to the Point of Beginning

Containing 29.64 acres more or less.

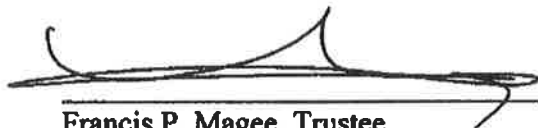
SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. Further, the Grantors covenant to the Grantee that Grantors are the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 30 day of July, 2022.

GRANTORS

MAGEE FAMILY TRUST

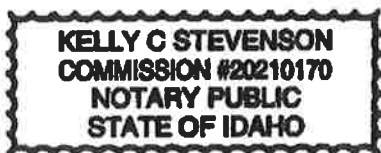

Francis P. Magee, Trustee

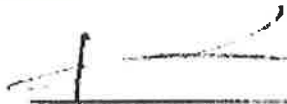

Greta M. Magee, Trustee

STATE OF IDAHO)
) ss.
County of Custer)

On this 30th day of July, 2022, before me the undersigned notary public, personally appeared Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires 1-14-27

TERMINATION AND PURCHASE AND SALE AGREEMENT

This Termination and Purchase and Sale Agreement (this "Agreement") is dated as of July 30, 2022 (the "Effective Date"), by and between Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust ("Magee"), and Joshua B. Felton ("Felton"). Magee and Felton may be referred to herein singularly as "Party" and collectively as "Parties" as appropriate.

RECITALS:

A. WHEREAS, Magee and Felton entered into that certain Purchase and Sale Agreement dated September 15, 2015 (the "PSA"), whereby Magee agreed to sell and Felton agreed to buy the real property as more particularly described in Appendix A of the PSA (the "Goff Property"), which PSA and its appendixes are attached hereto as Exhibit A, and incorporated herein by this reference;

B. WHEREAS, the PSA states that Magee gave Felton a first right of refusal to purchase adjoining ground to the Goff Property;

C. WHEREAS, the PSA states that Magee gave Felton the right to purchase additional ground at [REDACTED] per acre if Felton is able to obtain additional water;

D. WHEREAS, after Felton purchased the Goff Property in 2015, he hired the Irrigation Center in Arco, Idaho to design and install a new pivot irrigation system to irrigate the Goff Property;

E. WHEREAS, the pivot the Irrigation Center designed and installed irrigates nine (9) acres, more or less, of real property then and currently owned by Magee;

F. WHEREAS, Felton installed a fence along the north side of the Goff Property and Magee installed a fence along the east side of the Goff Property and the fence currently encloses real property owned in majority by Felton and in part by Magee;

G. WHEREAS, Felton has utilized and irrigated nine (9) acres, more or less, of real property owned by Magee since approximately 2015 and utilized twenty (20) acres, more or less, for pasture for cattle since approximately 2018;

H. WHEREAS, Felton obtained a survey to describe and further detail the land ownership and fence location discrepancy in 2022, and which survey is attached hereto as Exhibit B, and incorporated herein by this reference;

I. WHEREAS, Magee agrees to sell and Felton agrees to buy the 29.64 acres, more or less, owned by Magee within the fence line depicted on Exhibit B and more accurately described in Exhibit C (the "Property") for [REDACTED] per acre; and

J. WHEREAS, Magee and Felton desire to enter into this Agreement in order to terminate the PSA and the terms therein and detail the agreement for sale and purchase of the Property, subject to the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Magee and Felton hereby agree as follows:

1. Defined Terms. Unless modified herein, all terms previously defined and capitalized in the PSA shall have the same meaning for the purposes of this Agreement.

2. Termination of the PSA. Magee and Felton hereby agree to terminate the remaining terms contained in the PSA, including all terms therein related to rights of first refusal and rights to purchase additional ground. Accordingly, the termination of the PSA contemplated under this Agreement shall be as of the Effective Date and Felton shall have no further right or interest in rights to purchase or rights of first refusal of land owned by Magee as set forth in the PSA (the "Termination Date").

4. Termination Compensation. In consideration for the Parties' execution of this Agreement and for compensation for Felton's use of the Property from 2015 to present, Felton shall rent to Magee the real property more particularly described in Exhibit D, attached hereto and incorporated herein by this reference (the "Lambert Property"), for pasturage of Magee's cattle for the remaining calendar year of 2022 (the "Termination Compensation"). Magee and Felton hereby acknowledge and agree that this Termination Compensation consists of compensation for this termination of the PSA and Felton's use of the Property, and that Magee shall have no further rights with respect to compensation for Felton's use of the Property from 2015 to the Termination Date and that the Parties shall have no further rights with respect to the PSA.

5. Purchase of the Property. Magee agrees to sell and convey to Felton, and Felton agrees to purchase and accept from Magee, upon the terms and conditions set forth in this Agreement, the Property. The agreed "Purchase Price" for the Property is [REDACTED] Dollars [REDACTED], calculated at the rate of [REDACTED] per acre of land identified in Exhibit C.

A. Sale Deliverables. Magee shall complete the following and deliver to Felton within a reasonable time of the Effective Date:

i. Deed. A warranty deed executed and acknowledged by Magee, in substantially the same form as set forth in Exhibit E, attached hereto and incorporated herein by this reference; and

ii. Other Documents. Such other documents as are customarily required to be signed by buyers or sellers in the closing of a real estate transaction in Custer County, Idaho, in form reasonably approved by Magee and Felton, as applicable.

B. Costs of Sale. Closing costs and prorations shall be paid as follows:

i. Real Estate Taxes. Felton shall be responsible for all taxes and assessments currently due and owing on the Property and any incurred after the Effective Date; and

ii. Other. Felton shall be responsible for all other bills or charges incident to his purchase of the Property, including other recording fees, any state or local documentary stamps, transfer taxes or fees, and assessments for improvements currently due and owing on the Property and any incurred after the Effective Date.

C. Possession. Possession of the Property shall be delivered to Felton after his receipt of the deed contemplated in Section 5(A)(i) herein.

D. Representations and Warranties. Magee hereby represents and warrants to Felton, as of the Effective Date, that:

i. Ownership and Transfers. Neither Magee nor any of their agents (including without limitation employees, agents, shareholders or any other representatives of Magee) have sold, assigned, transferred, leased, subleased, granted any option rights with respect to, or encumbered in any way any of Magee's interest in or to the Property to or for the benefit of any party other than Felton;

ii. Authority. Magee has full power and authority to execute this Agreement and perform Magee's obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

iii. Fee Simple. Magee is the owner of the Property in fee simple, as described in the official records of the recorder's office in Custer County and has good and marketable title to the Property.

6. Release of Liability. Except for the obligations under this Agreement and the representations and warranties made herein by Magee and Felton, Magee and Felton hereby fully and unconditionally release and discharge each other and each other's successors, assigns, agents, representatives, shareholders, officers, directors, trusts, trustees, beneficiaries, managers, members, and attorneys, subject to the representations and warranties made herein, from all demands, charges, claims, accounts or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the Parties under the PSA with respect to the Property or with respect to Felton's use of the Property prior to the Effective Date.

Each Party acknowledges that he/she has had the opportunity to obtain the advice of legal counsel with respect to the aforementioned waiver and understands the terms thereof.

7. Attorney's Fees. Should any dispute arise between the Parties or their legal representatives, successors, and assigns concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute. Each Party shall be responsible for their own attorneys' fees, if any, incurred in connection with the preparation and negotiation of this Agreement.

8. Governing Law. This Agreement shall be governed and construed under the laws of the State of Idaho.

9. Digital Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same agreement. The Parties agree that a digital image of this Agreement as fully-executed (such as in a portable document format (.pdf)) when sent to the email address of Felton or Magee, his/her respective broker (if any), his/her respective attorney (if any), or his/her respective authorized agent (if any) shall be deemed delivery of a true and correct original of this Agreement.

10. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective legal representatives, successors, and assigns.

11. Time of the Essence. Time is of the essence of this Agreement and the provisions contained herein.

12. Voluntary Agreement. The Parties have read this Agreement and mutual release as contained herein, and each has freely and voluntarily entered into this Agreement.

IN WITNESS WHEREOF, Magee and Felton have executed this Agreement as of Effective Date.

"MAGEE"

"FELTON"

MAGEE FAMILY TRUST

A stylized, cursive signature of Francis P. Magee in black ink, written over a horizontal line.

FRANCIS P. MAGEE, TRUSTEE

A stylized, cursive signature of Joshua B. Felton in black ink, written over a horizontal line.

JOSHUA B. FELTON

A stylized, cursive signature of Greta M. Magee in black ink, written over a horizontal line.

GRETA M. MAGEE, TRUSTEE

EXHIBIT A
PSA

PURCHASE AND SALE AGREEMENT

This letter is to serve as THE Purchase and Sale Agreement between the Magee Family Trust (Seller), PO Box 55, Mackay ID 83251 and Joshua Felton (Buyer).

Seller is the sole owner of approximately 280 acres commonly known as the "Goff Property" that is being offered for sale to the Buyer. Sale includes, as is, all structures, fences and improvements on the property. A map and legal description attached in Appendix A.

Sale includes all current water rights appurtenant to the property as well as water rights that have been recently purchased by Seller and expect to be transferred by the IDWR within 90 days. Seller will be responsible to assure the transfer of these additional water rights. The details of the water rights appurtenant to this property are described in Appendix B.

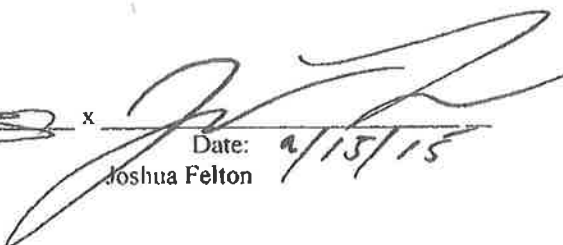
Purchase price is [REDACTED] to be paid in cash upon closing. Closing to occur within 90 days of this Purchase Agreement.

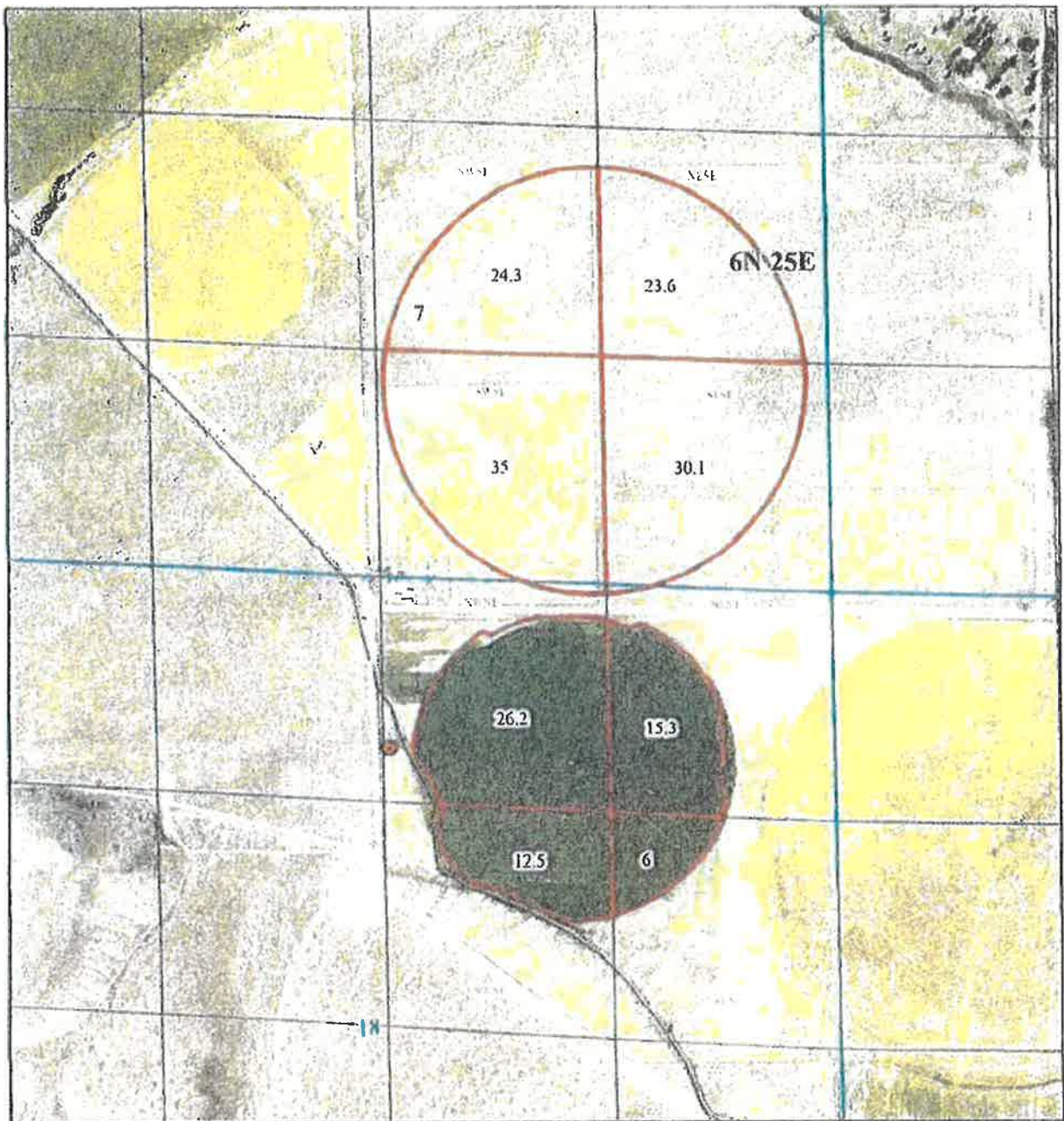
Mr. Magee gives Mr. Felton a first right of refusal to purchase adjoining ground to the 280 acres commonly known as the "Goff River Piece."

Mr. Magee also gives Mr. Felton the right to purchase additional ground that is part of the Goff Property at [REDACTED] acre if Mr. Felton is able to obtain additional water in the future.

In the Event of Joshua Felton obtaining financing and finalizing the purchase of the said property Mr. Felton will be receiving the right to "run" 100 head of cattle within Mr. Magee's and Mr. Tigert's Blackford Registered cattle operation. A brief summary of the cattle livestock agreement include but are not limited to Mr. Felton selling his current cattle livestock at market price sometime before December 1, 2015 and sometime between April and May purchasing at market price (excluding value of calves), 50 head of late calver pairs from the Blackford herd. Mr. Magee and Mr. Tigert will choose these 50 head and retain ownership of the calves. Sometime between May and June Mr. Felton will take possession of the 50 head and take them to summer pasture which he will provide. Some time between July and August Mr. Magee and Mr. Tigert will wein their calves from Mr. Felton's 50 head of cows and take them to a different pasture. Sometime between September and October Mr. Felton will remove his 50 head from summer pasture and take them to the ground that is part of this purchase and sale agreement and a farm that Mr. Felton has leased there they will join Mr. Magee and Mr. Tigert's cattle. Sometime in December Mr. Felton's 50 head will be breed by Mr. Magee's and Mr. Tigert's bulls. In a sentence Mr. Felton will have a fall calving herd.

Mr. Magee and Mr. Tigert agree to supply all bulls, veterinary needs, cattle heardsman advice, marketing of calves, etc. to Mr. Felton's cattle so long as he gives them the right to graze his fall aftermath of said properties and gives Mr. Magee and Mr. Tigert genetic control of his cattle.

X		x	
Date:	9/15/15	Date:	9/15/15
Francis Magee		Joshua Felton	
Magee Family Trustee			



MAGEE, FRAN
TRANSFER MAP - POU WR'S
34-12356, 34-2324, 34-533, 34-10461, 34-241
NAIP 2013 AERIAL

0 250 500 1,000 Feet

BROCKWAY ENGINEERING, PLLC
 ALR - Date: 6/30/2015

(NOTE: 1 POD NOT SHOWN)

Legend

- REV_POU_6-30-15
- WR_POD
- twshp
- Sections
- ladesc



August 13, 2015

Mr. Fran Magee
Magee Family Trust
P.O. Box 425
Ketchum, Idaho 83340

Re: Goff water right review
Project No. 1065-01-2009

Dear Fran:

The Goff Farm currently has six water rights applicable to the property. Five of the water rights are for irrigation of 135 acres. The sixth water right is a domestic and stockwater right.

There are three surface water rights with the Big Lost River as their source (34-241, 34-533 and 34-10461). The two other rights (34-2324 and 34-12356) are ground water rights. The total combined irrigable limit of these water rights is 135 acres.

Surface water rights are as follows: Water right 34-241 has a diversion rate of 1.6 CFS, 34-533 has a diversion rate of 0.6 CFS and 34-10461 has a diversion rate of 3.8 CFS.

Ground water rights are 34-2324 with a diversion rate of 2.44 CFS and 34-12356, which is an expansion water right, with a diversion rate of 0.45 CFS. The combined diversion limit for these two water rights is 2.44 CFS and a combined volume limit of 472.5 AFA.

There is a small domestic and stock water right (34-10114) that has a total diversion limit of 0.07 CFS. The water diverted under this right cannot exceed 13000 gal/day. The stock water provides water to 65 cattle.

The surface water rights are delivered through the Darlington Ditch. The total combined diversion rate is 6.0 CFS (2700 gpm). However, this number is high due to the conveyance loss in Darlington Ditch canal and original conveyance system of the farm distribution system.

In February of 2015, James Cefalo from the Idaho Department of Water Resources mailed you letter indicating that the place of use (POU) of water rights

34-241, 34-533, 34-10461, 34-2324 and 34-12356 did not match the current irrigation practices on the farm. James requested a transfer be filed to correct the POU of the irrigation water rights.

Additional Big Lost River irrigation has been secured in the amount of 38.0 additional acres new acres to be irrigated and 32.0 acres of stacked water.

A transfer will soon be processed by IDWR that will correct the place of use of the water rights and allow the irrigation of 173.0 acres of farm ground. The transfer will lay out a 60.0 acre and a 113.0 acre pivot.

Sincerely,

Greg Sullivan, M.S., Engineer

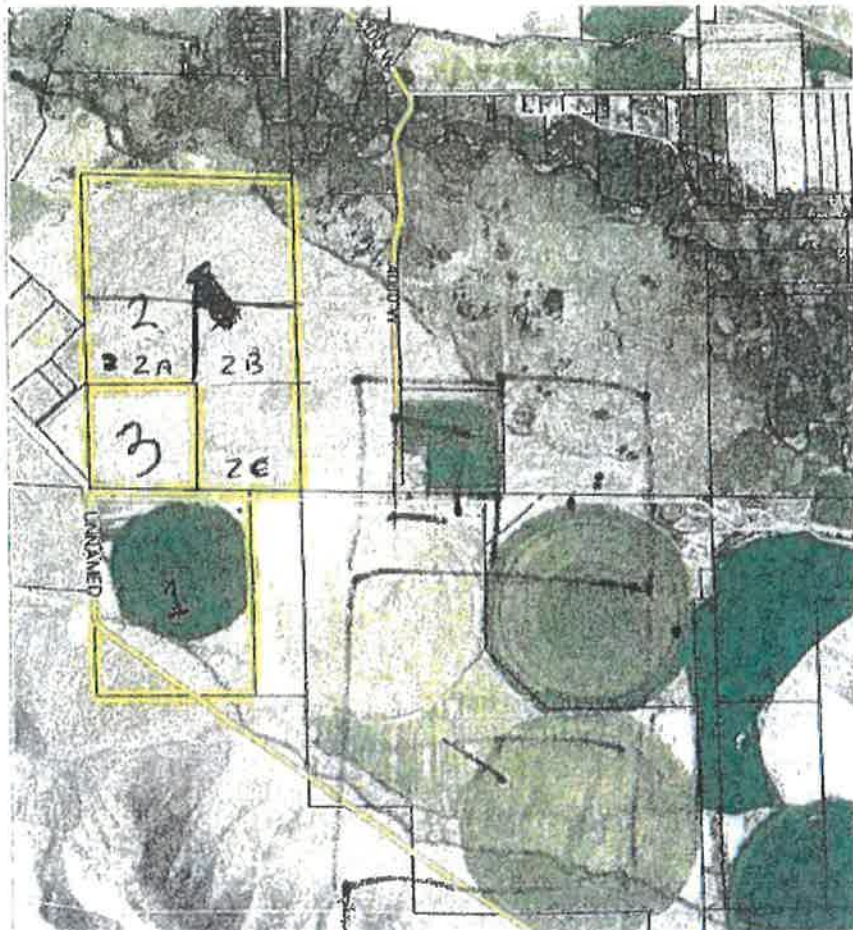
3. **Gamma**

- FBI, APCM41E07840; Priority Code
- Owner, HARVEY KAREL FAUST & MAUER, FRANKS D
- Mail Stop PO BOX 35
- Main Appt. MURKIN, 12/11/53
- SS ADD: 41 84 MUN (OHS)
- Location SR 4554 SEC 7 16N P17E
- Tel: PO# 25000; 660500
- Tax Cuto Affy: 66200

- Assn. APOL DISPOSITION Expiring Policy
- Owner: MAGIE FAMILY TRUST & NICEI, S/RW:16 P
- Insured: JOE RAY CC
- Named: MURRAY, JOSEPH
- Local Amt: 570000/22500000 SEC 7 18.9250
- Tax Ret Amount: 200 0000
- Tax Code Amt: 90000

- ~~W-9: 4400752100001~~ ~~FRANCIS D~~
- ~~THIRD: MAGEE FAMILY TRUST & MAGEE, FRANCIS D~~
- ~~Map Addr: PO BOX 18~~
- ~~Map Addr: MACRAY, 10 83751~~
- ~~Location: 196000, 19500000 TRACT 13-32 SEC 10 T4N42E~~
- ~~File Ref Acct No. 130 0003~~
- ~~Tax Code Area: 95000~~

2000年4月10日



~ Highways
 ~ County Road
 ~ Other Road
 ~ BLN
 ~ US Forest Service
 ~ State of Idaho
 ~ Cities
 ~ 2013 Aerial Photography

NORTH

The mapdata is provided by Custer County, Idaho is for display purposes only. Custer County warrants no accuracy and governmental immunity in allowing access to or use of the data, and makes no warranties as to the validity and assumes no liability associated with the use or misuse of the information.

0 1100 2200 3300 ft

8/25/2015

Enter text you would like to print here. This layout is designed for 8 1/2"x11" portrait printing. You can change page size and scale by clicking on the scale bar.

APPENDIX A

All of Parcel 1 - 120 acres

All of Parcel 3 - 40 acres

120 acre portion of Parcel 2 indicated by 3-40 acre parcels 2A, 2B and 2C

Total = 280 acres

EXHIBIT B
Survey of the Property

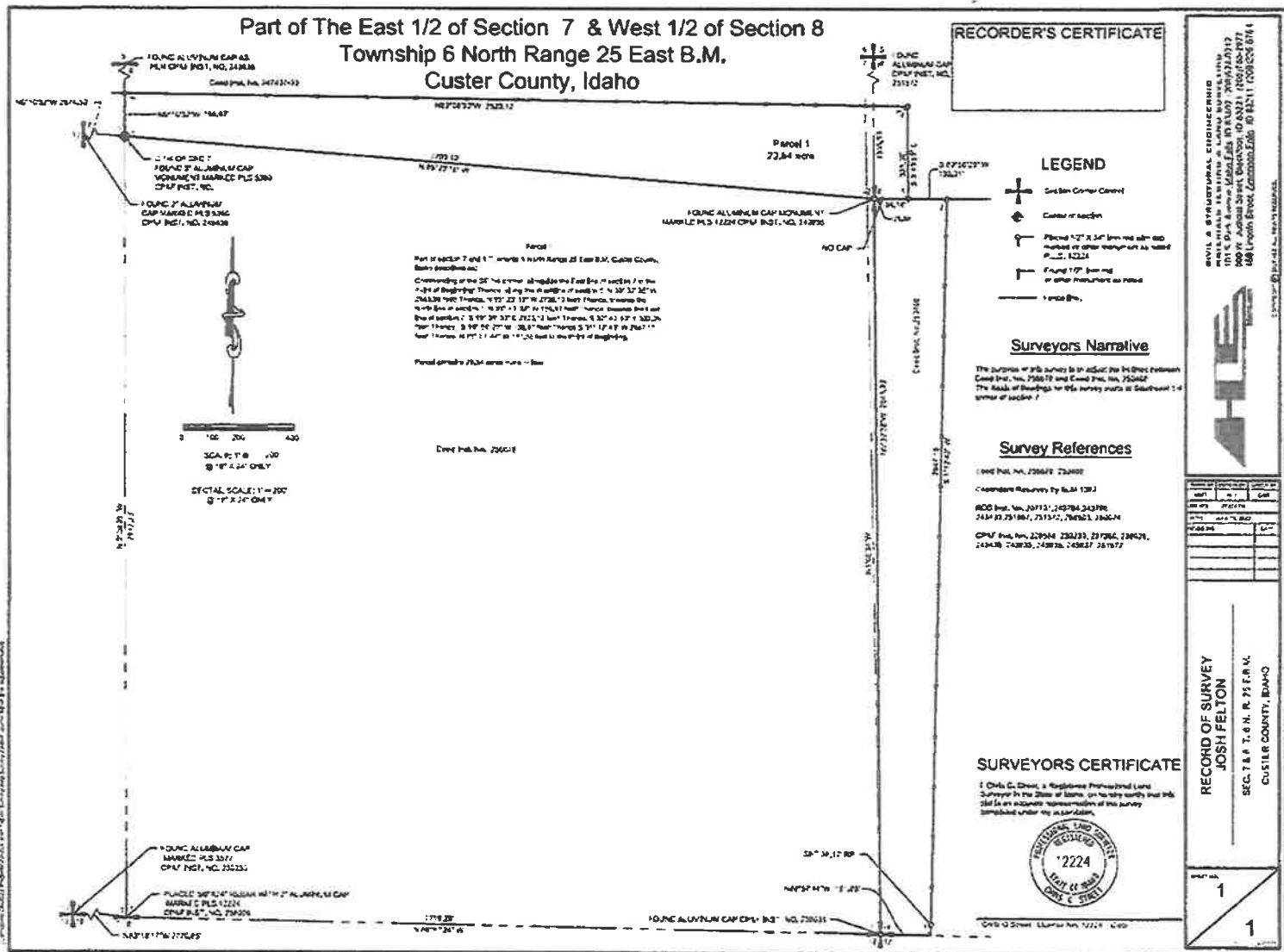


EXHIBIT C
Legal Description of the Property

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Beginning at the SE corner of said Section 7; Thence N 00° 32' 38" W 2643.99 feet to the E ¼ corner of said Section 7; Thence N 85° 23' 15" W 2709.10 feet to the C1/4 corner of said Section 7; Thence N 00° 10' 32" W 156.67 feet along the North-South Center section line to an existing fence line; Thence along said fence line S 89° 08' 30" E 2820.12 feet; Thence S 00° 40' 50" E 333.06 feet to an existing fence line; Thence along said fence line N 89° 56' 25" E 139.91 feet to a fence corner; Thence S 01° 12' 40" W 2647.15 feet along an existing fence and said fence line extended to the south line of Section 8; Thence along said south line N 88° 57' 44" W 181.85 feet to the Point of Beginning

Containing 29.64 acres more or less.

EXHIBIT D
Legal Description of Lambert Property

The Northeast Quarter of the Southwest Quarter, part of the East half of the Northwest Quarter lying East of a County Road (4080 W.) and South of the Big Lost River, part of the West half of the West half of the Northeast Quarter lying South of the Big Lost River and part of the West half of the Northwest Quarter of the Southeast Quarter, Section 8, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, more particularly described as:

Commencing at the South Quarter corner of Section 8, being marked by a half inch iron rod referenced as Corner Perpetuation and Filing Record Instrument No. 238030, from which the Southeast corner of said section bears North 89°38'31" East 2695.11 feet, being marked by a 1 inch pipe with plastic cap stamped PLS 3577, referenced as Corner Perpetuation and Filing Record Instrument No. 225461, the basis of bearings for this description;

THENCE North 01°23'02" West 1339.44 feet along the West line of the Southeast Quarter to the Southeast corner of the Northeast Quarter of the Southwest Quarter, being marked by a half inch iron rod with cap stamped PLS 12222 and being the POINT OF BEGINNING;

thence North 89°19'44" West 1337.17 feet along the South Line of said Northeast Quarter of the Southwest Quarter to the Southwest corner thereof, being marked by a

half inch iron rod with cap stamped PLS 12222;
thence North 00°58'00" West 1330.50 feet along the West line of said Northeast Quarter of the Southwest Quarter to the Northwest corner thereof, being marked by a half inch iron rod with cap stamped PLS 12222;
thence on or along the Easterly right of way fence of a County Road (4080 W.) the following 4 courses:

- 1) North 01°41'57" East 686.56 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 2) North 14°25'22" East 396.64 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 3) North 02°31'52" West 366.12 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 4) North 04°33'24" West 617.58 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;

thence leaving said right of way fence, North 33°40'29" East 54.61 feet to the approximate centerline of the Big Lost River, as it flows November 21, 2015;
THENCE along said centerline of the Big Lost River the following 13 courses:

- 1) South 56°19'31" East 115.96 feet;
- 2) South 57°21'29" East 148.69 feet;
- 3) South 65°35'47" East 123.13 feet;
- 4) South 73°53'22" East 74.13 feet;
- 5) North 77°05'25" East 46.03 feet;
- 6) North 40°07'32" East 177.65 feet;
- 7) North 29°33'47" East 172.67 feet;
- 8) North 51°21'38" East 93.93 feet;
- 9) North 73°18'44" East 98.73 feet;
- 10) South 81°52'33" East 133.75 feet;
- 11) South 73°53'53" East 250.10 feet;
- 12) South 63°00'30" East 295.84 feet;
- 13) South 49°30'27" East 78.45 feet to a point being the intersection of said centerline and an existing fence line extended, said point being referenced by a half inch iron rod with cap stamped PLS 12222 which bears South 01°45'31" West 177.10 feet;

thence along said fence line following 2 courses:

- 1) South 01°45'31" West 896.93 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
 - 2) South 01°25'43" West 2441.29 feet to the intersection of said fence line extended and the South line of the Northwest Quarter of the Southeast Quarter of said section;
THENCE South 89°58'49" West 149.79 feet along said South Line to the POINT OF BEGINNING.
-


TitleOne
a title & escrow co.
Order Number: 287731

251177

Custer County Reg. of

Title One

Time 2:29 P M Date 11/16/2015

Lara H. Baker, Clerk

Deputy

Warranty Deed

Cherry Crest \$ 13.00

For value received, **Magee Family Trust**

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua B.J. Felton Gablola, aka Joshua Felton, an unmarried man

whose current address is **4058 N. 4080 W., Mackay, ID 83251**

the grantee, the following described premises, in **Custer County, Idaho**, to wit:

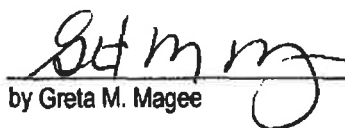
See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: November 9, 2015

Magee Family Trust


by Francis P. Magee

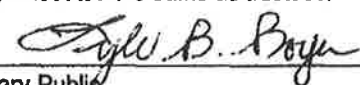

by Greta M. Magee

State of Idaho

ss.

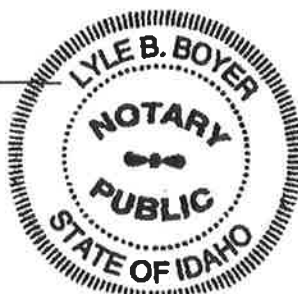
County of Butte

On this 9th day of November in the year of 2015, before me, the undersigned, a notary public in and for said state personally appeared Francis P. Magee and Greta M. Magee, known or identified to me to be the person whose name is subscribed to the within instrument, as trustees of the Magee Family Trust and acknowledged to me that they executed the same as trustees.


Notary Public

Residing at:

My Commission Expires:



251177

EXHIBIT "A"

287731

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho
Section 7: Southeast Quarter

Section 18: Northwest Quarter Northeast Quarter; Southeast Quarter Northeast Quarter;
Southwest Quarter Northeast Quarter

ALSO: The West Half Northeast Quarter Northeast Quarter, Section 18, Township 6 North,
Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence North $88^{\circ}59'48''$ West 679.75 feet along the North line of Section 18 to the Northeast Corner of the West Half Northeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}38'53''$ East 1350.86 feet to the Southeast Corner of said West Half Northeast Quarter Northeast Quarter; thence North $89^{\circ}20'20''$ West 676.43 feet to the Southwest Corner of said West Half Northeast Quarter Northeast Quarter; thence North $00^{\circ}47'02''$ West 1355.00 feet to the Northwest Corner of said West Half Northeast Quarter Northeast Quarter; thence South $88^{\circ}59'48''$ East 679.75 feet to the point of beginning.

Excepting therefrom: The East Half Southeast Quarter Northeast Quarter Section 18, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence South $00^{\circ}30'40''$ East 1346.73 feet along the Section line to the Northeast Corner of the East Half Southeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}30'40''$ East 1346.73 feet to the Southeast Corner of said East Half Southeast Quarter Northeast Quarter; thence North $89^{\circ}41'04''$ West 673.13 feet to the Southwest Corner of said East Half Southeast Quarter Northeast Quarter; thence North $00^{\circ}38'52''$ West 1350.86 feet to the Northwest Corner of said East Half Southeast Quarter Northeast Quarter; thence South $89^{\circ}20'20''$ East 676.42 feet to the point of beginning.



EXHIBIT E
Warranty Deed

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

*Kelly C. Stevenson
4058 N. 4080 W.
Mackay, Idaho 83251*

(Space Above for Recorder's Use)

WARRANTY DEED

For valuable consideration given, Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust ("Grantors"), hereby convey, grant and warrant unto Joshua B. Felton, an unmarried man ("Grantee"), whose address is 4058 N. 4080 W., Mackay, Idaho 83251, and the Grantee's successors and assigns forever, the following described real property located in Custer County, Idaho, to wit:

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Commencing at the SE 1/4 corner, alongside the East line of section 7 to the Point of Beginning; Thence, along the West line of section 8, N 00° 32' 38" W 2643.99 feet; Thence, N 85° 23' 15" W 2709.10 feet; Thence, towards the North line of section 7, N 00° 10' 32" W 150.67 feet; Thence, towards the East line of section 7, S 89° 08' 30" E 2820.12 feet; Thence, S 00° 40' 50" E 333.06 feet; Thence, S 89° 56' 25" W 139.91 feet; Thence S 01° 12' 40" W 2647.15 feet; Thence, N 88° 57' 44" W 181.85 feet to the Point of Beginning.

Containing 29.64 acres more or less.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. Further, the Grantors covenant to the Grantee that Grantors are the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this ____ day of July, 2022.

GRANTORS

MAGEE FAMILY TRUST

Francis P. Magee, Trustee

Greta M. Magee, Trustee

STATE OF IDAHO)
) ss.
County of Custer)

On this ____ day of July, 2022, before me the undersigned notary public, personally appeared Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of May 7, 2026 (the "**Effective Date**"), by and among DEBBIE ELLWEIN, individually, as Trustee of the Melvin J Ellwein Testamentary QTIP Trust dated March 3, 2022, and as Personal Representative of the Estate of Melvin Ellwein ("**Seller**"), and JOSHUA FELTON, an individual, or his designee ("**Buyer**").

Recitals

A. Seller owns the water rights listed in Exhibit A, as reflected in the records of the Idaho Department of Water Resources ("**IDWR**") and Big Lost River Irrigation District (collectively, the "**Water Rights**" or each a "**Water Right**").

B. Seller desires to sell and Buyer desires to purchase the Water Rights upon the terms and conditions herein.

Agreement

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale Agreement.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase, the Water Rights.

2. **Purchase Price.** The total purchase price for the Water Rights is [REDACTED] (the "**Purchase Price**"). Buyer shall deliver the Purchase Price to Escrow Agent in immediately available funds on or before the Closing. Escrow Agent shall hold the Purchase Price and shall disburse the same to Seller only upon satisfaction of the conditions to Closing set forth in this Agreement and upon recordation of the deed in the official records of Custer County and Butte County, Idaho.

3. **Escrow.** The parties shall establish an escrow for the Closing with Custer County Title, Inc., Attn: Ryan Millick, 724 E. Main Ave (physical), PO Box 370 (mailing), Challis, Idaho 83226, 208-879-4424, cctitle@custertel.net ("**Escrow Agent**"). Escrow Agent shall act as escrow holder for the transaction and shall be authorized to receive and disburse funds and documents in accordance with this Agreement. The parties agree to execute such additional escrow instructions as may be reasonably required by Escrow Agent, provided that such instructions are consistent with the terms of this Agreement. In the event of any conflict between this Agreement and the escrow instructions, the terms of this Agreement shall control.

4. **Due Diligence.** Buyer shall have a period of time following the Effective Date to conduct due diligence with respect to the Water Rights, including, without limitation, review of title, priority, historical use, and to pursue, in Buyer's discretion, any applications, filings, or approvals with IDWR necessary or desirable in connection with the transfer of the Water Rights, and any other matters Buyer deems appropriate (the "**Due Diligence Period**"). Buyer may terminate this Agreement at any time and for any reason during the Due Diligence Period by written notice to Seller, upon which termination this Agreement shall be of no further force or effect.

5. Closing.

5.1. Closing Notice. Buyer may elect to proceed to the closing of the purchase and sale of the Water Rights (the “**Closing**”) at any time by delivering written notice to Seller of such election (the “**Closing Notice**”). The Closing Notice shall specify the Closing date and shall include drafts of the proposed closing documents and any additional information reasonably necessary for the parties to proceed with Closing. Upon delivery of the Closing Notice, the parties shall promptly coordinate with Escrow Agent to facilitate the Closing in accordance with this Agreement.

5.2. Closing Date. The Closing shall occur on the date specified in the Closing Notice, which date shall be no earlier than five (5) days following delivery of the Closing Notice.

5.3. Closing Deliveries.

5.3.1. Buyer’s Deliveries. Buyer shall deliver the Purchase Price to Escrow Agent in accordance with Section 2.

5.3.2. Seller’s Deliveries. Seller shall deliver to Escrow Agent (i) a fully executed special warranty deed in the form attached hereto as Exhibit B, (ii) any required water right transfer documentation, and (iii) a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code (FIRPTA affidavit).

5.3.3. Escrow Agent. Escrow Agent shall hold the Purchase Price and the executed deed and shall (i) record the deed in the official records of Custer County and Butte County, Idaho, and (ii) upon such recordation and satisfaction of the conditions set forth in this Agreement, disburse the Purchase Price to Seller.

6. Condition to Closing. Buyer’s obligation to proceed to Closing is expressly conditioned upon (i) Buyer’s satisfaction, in Buyer’s sole discretion, with any required approvals, filings, or actions with IDWR, including the form and substance of any conditions imposed in connection therewith, (ii) approval by IDWR of the transfer of the Water Rights to Buyer or Buyer’s designee, and (iii) Seller not being in default under this Agreement. Notwithstanding the foregoing, Buyer may, in its sole discretion, waive any of the foregoing conditions and proceed to Closing.

7. Seller Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and as of Closing, as follows:

7.1. Seller has full power and authority to enter into this Agreement, to perform Seller’s obligations hereunder, and to consummate the transactions contemplated hereby.

7.2. This Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

7.3. Seller is the lawful owner of the Water Rights, has good and marketable title thereto, and has the right to convey the same to Buyer.

7.4. Upon Closing, Buyer shall receive good and marketable title to the Water Rights, free and clear of all liens, encumbrances, claims, and interests of third parties.

7.5. The execution, delivery, and performance of this Agreement by Seller do not and will not violate any agreement, judgment, order, or applicable law binding upon Seller or the Water Rights.

7.6. There are no actions, suits, proceedings, or investigations pending or, to Seller's actual knowledge, threatened that would adversely affect Seller's ability to convey the Water Rights or complete the transactions contemplated herein.

7.7. To Seller's actual knowledge, the Water Rights are valid and in good standing in the records of the Idaho Department of Water Resources, and Seller has not received written notice of any pending forfeiture, abandonment, or other adverse claim affecting the Water Rights.

7.8. Seller has not taken any action that would materially impair the Water Rights or their transferability.

7.9. Seller has not previously assigned, transferred, or conveyed any portion of the Water Rights, except as disclosed in writing to Buyer.

7.10. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

7.11. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of Seller or any of the Water Rights or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

7.12. The representations and warranties of Seller set forth in this Section shall survive Closing and shall not merge into any deed or other instrument delivered at Closing.

8. Buyer Representations and Warranties. Buyer represents and warrants to Seller, as of the Effective Date and as of Closing, as follows:

8.1. Buyer has full power and authority to enter into this Agreement, to perform Buyer's obligations hereunder, and to consummate the transactions contemplated hereby.

8.2. This Agreement constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms.

8.3. The execution, delivery, and performance of this Agreement by Buyer do not and will not violate any agreement, judgment, order, or applicable law binding upon Buyer.

8.4. Buyer has the financial ability to perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

8.5. No consent, approval, or authorization of any third party is required for Buyer to enter into this Agreement or consummate the transactions contemplated hereby, except for such consents as have been obtained or will be obtained prior to Closing.

8.6. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of Buyer or any of Buyer's property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

8.7. The representations and warranties of Buyer set forth in this Section shall survive Closing and shall not merge into any deed or other instrument delivered at Closing.

9. Cooperation. Seller shall reasonably cooperate with Buyer and shall promptly execute and deliver all applications, documents, and other instruments, and take such further actions as may be reasonably requested by Buyer, to effectuate the transfer of the Water Rights and obtain any required approvals from the Idaho Department of Water Resources. Seller's obligations under Section 9 shall survive Closing.

10. Costs. Buyer shall be responsible for all costs and expenses associated with the transfer of the Water Rights, including, without limitation, any fees, costs, or expenses charged by the Idaho Department of Water Resources, engineering or consulting fees, and all costs incurred by Buyer in connection with its due diligence. Buyer shall also be responsible for the costs of recording the Deed. Seller shall be responsible for all assessments, charges, and obligations associated with the Water Rights through Closing. Except as specifically provided otherwise herein, each party shall pay its own costs in connection with the negotiation, preparation, execution, and performance of this Agreement.

11. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement (including, without limitation, any Closing Notice) shall be in writing and shall be deemed given when (a) delivered personally, (b) sent by nationally recognized overnight courier, or (c) sent by email (with confirmation of transmission), to the parties at the following addresses:

If to Seller:

Debbie Ellwein
P.O. Box 815
Boulder, MT 59632
idaхоqueen.wolf@gmail.com

With a copy to:

Jones Williams Fuhrman Gourley P.A.
Attn: Kelly C. Stevenson
225 N. 9th Street, Suite 820
Boise, Idaho 83702
kstevenson@idalaw.com

If to Buyer:

Joshua Felton
4058 N. 4080 W.
Mackay, Idaho 83251
joshuafelton64@gmail.com

With a copy to:

Kirton McConkie P.C.
Attn: Samuel Parry
1100 W. Idaho St., Ste. 930
Boise, Idaho 83702
sparry@kmclaw.com

If Buyer or Seller designates a post office box as its notice address, any Notice properly addressed to such post office box and deposited in the United States mail (postage prepaid, certified or registered) shall be deemed delivered upon deposit in the mail, regardless of when or whether the addressee actually retrieves such Notice.

12. Default; Remedies.

12.1. Event of Default. An “**Event of Default**” shall occur under this Agreement if any party fails to perform its obligations hereunder when those obligations are due and the defaulting party has not performed the delinquent obligations within twenty (20) days following delivery to the delinquent party of written notice of such delinquency.

12.2. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all rights and remedies available at law and in equity, including injunctive relief and specific performance. In support of the remedy of specific performance, the Parties acknowledge that their obligations under this Agreement are unique, and defaults may not necessarily be compensated by purely monetary damages. All rights and remedies shall be cumulative.

13. Miscellaneous.

13.1. Time is of the Essence. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

13.2. Construction. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho. All section titles or captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement may be specifically enforced. Each party has carefully reviewed and approved this Agreement and, accordingly, the general rule that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13.3. Waiver. No failure or delay in exercising any right, power or privilege under this Agreement on the part of any party shall operate as a waiver thereof. No waiver shall be binding

unless executed in writing by the party making the waiver.

13.4. Assignment. Neither party shall assign in whole or in part its interest in this Agreement without the prior written consent of the other party, which consent may be granted or withheld in the non-assigning party's sole and absolute discretion; provided, however, that Buyer may, without Seller's consent, assign this Agreement to an entity controlling, controlled by, or under common control with Buyer, or to an entity formed for the purpose of taking title to the Water Rights.

13.5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, administrators, successors and assigns.

13.6. Attorneys' Fees. The parties agree that should either party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement.

13.7. Limitation of Liabilities. The parties expressly agree that in no event shall either of them, or their directors, officers, employees, agents, affiliates, successors in interest, or assigns, be liable for any consequential or punitive damages, including, but not limited to, damages related to loss of profits, income or business that may arise out of, or be based in any way on, this Agreement, however caused, under any theory of liability in law or equity or pursuant to any claims of any and every kind and description.

13.8. Entire Agreement. This Agreement (together with its Exhibits) represents the entire agreement by and between the parties and supersedes all prior discussions, negotiations, statements, representations and agreements by and between the parties. This Agreement may not be amended or supplemented except by an instrument in writing signed by both parties.

13.9. Survival. Only as specifically provided will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations in this Agreement, and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

13.10. Incorporation of Recitals and Exhibits. The recitals stated above and the exhibits hereto are incorporated herein by this reference and made material terms of this Agreement.

13.11. Severability. If any term of this Agreement is deemed invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term, or any other term hereof, as each term of this Agreement will be deemed severable from all other provisions so long as removing the severed portion does not materially alter the overall intent of this Agreement.

13.12. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision or any other provision, nor shall any waiver constitute a continuing waiver. The provisions of this Agreement may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach

hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13.13. Counterparts. This Agreement may be executed in multiple counterparts, which when compiled, shall constitute one and the same document. This Agreement may be executed and delivered by facsimile or other form of electronic transmission.

[signatures and exhibit follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Seller:


j (May 7, 2026 13:07:42 MDT)

DEBBIE ELLWEIN, individually, as Trustee of the Melvin J Ellwein Testamentary QTIP Trust dated March 3, 2022, and as Personal Representative of the Estate of Melvin Ellwein

Buyer:


Joshua Felton (May 7, 2026 12:43:00 MDT)

JOSHUA FELTON, an individual

EXHIBIT A
WATER RIGHTS

34-856G	34-228A	34-360C	34-14835
4/30/1884	6/1/1884	6/1/1887	6/1/1894

0.28 cfs	0.28 cfs	0.32 cfs	0.28 cfs
1.16 cfs			

13.9 acres	13.9 acres	16.0 acres	54.0 acres
54.0 acres			

EXHIBIT B

FORM OF DEED

WHEN RECORDED MAIL TO:

Joshua Felton
4058 N. 4080 W.
Mackay, Idaho 83251

Water Right Nos. _____

SPECIAL WARRANTY DEED

(Water Rights)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DEBBIE ELLWEIN, individually, as Trustee of the Melvin J Ellwein Testamentary QTIP Trust dated March 3, 2022, and as Personal Representative of the Estate of Melvin Ellwein, whose address is P.O. Box 815, Boulder, MT 59632 (“**Grantor**”), hereby conveys and warrants against all who claim by, through, or under Grantor to JOSHUA FELTON, an individual (“**Grantee**”), whose address is 4058 N. 4080 W., Mackay, Idaho 83251, the water rights in Butte and Custer Counties, State of Idaho identified in Exhibit A, attached hereto and incorporated herein, as identified in the records of the Idaho Department of Water Resources (the “**Water Rights**”).

TOGETHER with all elements and attributes of the Water Rights.

[signature, acknowledgement, and exhibit follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this ____ day
of _____ 2026.

Exhibit only—not for execution at this time

DEBBIE ELLWEIN, individually, as Trustee of the Melvin J Ellwein Testamentary QTIP Trust
dated March 3, 2022, and as Personal Representative of the Estate of Melvin Ellwein

**[EXHIBIT A AND ACKNOWLEDGEMENT TO BE ADDED TO EXECUTION VERSION
OF THE DEED]**

RECEIVED

OCT 10 2025

DEPT. OF WATER RESOURCES
EASTERN REGION

SUPERCEDED



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

October 8, 2025

James Cefalo
Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Re: Debbie Ellwein and Melvin J. Ellwein Testamentary QTIP Trust

Dear Mr. Cefalo:

Debbie Ellwein desires to transfer 23.0 acres of 34-856G to a new irrigation place of use and to an existing point of diversion. The beneficial use, period of use and ownership of this 23.0 acre portion will not be changing with this transfer.

This transfer will provide additional water to an existing irrigation system that is dependent on storage water from the Mackay Reservoir.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Debbie Ellwein, Kelly Stevenson via email

Enc: Transfer Application, Aerial Maps, Two Letters of Consent to Water Right Transfer, Deeds and Legal Documents, Brockway Engineering Check # ~~18753~~ for \$500.00

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

BROCKWAYENG.COM

90129

OCT 10 2025

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) Debbie Ellwein and Melvin J. Ellwein Testamentary QTIP TrustMailing Address PO Box 815 Boulder MT 59632

Email* _____ Phone _____

Name of Representative (if any) Greg SullivanMailing Address 2016 N Washington St Ste 4 Twin Falls, ID 83301Email* greg.sullivan@brockwayeng.com Phone 208-736-8543

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

Transfer No. 90129 Page 1

90129

B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☐ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☒ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☐ **N/A.** This application does not propose to change the place of use or nature of use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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	
06D	26E	20									2			21					23

Total Irrigated Acres to be Changed: 23.0

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- | | |
|--|---|
| ☒ Change point(s) of diversion | ☒ Change place of use |
| ☐ Add point(s) of diversion | ☐ Change period of use |
| ☐ Change nature of use | ☐ Update water right ownership records |

B. Proposed Changes. Describe the proposed changes in narrative form:

The 23.0 acres will be dried up at the current place of use and no longer irrigated. The 23.0 acres will be diverted from a different POD on the Big Lost River system and delivered to property owned by Josh Felton.

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☐ ☒	34-856G	0.46	Irrigation	5/01 to 10/15	Big Lost River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 0.46 cfs and/or _____ af.

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
	07N	24E	33			SW	NE	Custer	Big Lost River	

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

☐ N/A. This application does not propose to change the place of use.

Proposed Place of Use

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	
06N	25E	7														2.6	4.7	7.8	15.1
06N	25E	8										3	2.6						5.6
06N	25E	18	1.2	1.1															2.3

Total Irrigated Acres: 23.0

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☒ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.
34-830F et al.

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.
34-246 et al.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 34. ☐ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☒ Yes. ☐ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

34-228A, 34-360C, 34-14835

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

34-322, 34-323, 34-241, 34-533, 34-2324, 34-10461, and 34-12356

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

☒ No. The place of use for the portion to be changed will no longer be irrigated.

☐ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes

No

☐

☒

currently leased to the Water Supply Bank?

If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov).

Label the Form as Attachment 4C-7.

☐

☒

currently used in a mitigation plan limiting the use of water under the right?

☐

☒

subject to an agreement not to divert (CREP)?

☐

☒

currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

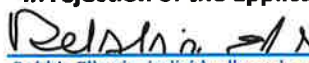
Existing POD, existing delivery system to the property and existing pivot system.

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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.

		10/06/25
Debbie Ellwein, individually and as trustee of the Melvin J. Ellwein QTIP Trust (Oct 6, 2025 20:33:06 MDT)		
Signature of Applicant or Representative*	Print Name and Title, if applicable	Date
 _____ Signature of Applicant or Representative*	 _____ Print Name and Title, if applicable	 _____ Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: \$ <u>500.00</u>	Receipt #: <u>E051205</u>	Date: <u>10/10/25</u>	Received by: <u>CTH</u>
Add'l Paid: \$ _____	Receipt #: _____	Date: _____	Received by: _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 34-856G

Current Owner: DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESAMENTARY QTIP TRUST
DEBBIE ELLWEIN

Priority Date: 4/30/1884

Origin: Water Right

Status: Active

Basis: Decreed

Source

BIG LOST RIVER

Tributary

SINKS

Beneficial Use

IRRIGATION

From To

5/01 to 10/15

Diversion Rate

0.8 CFS

Annual Volume

Total Diversion

0.8 CFS

Location of Point(s) of Diversion

BIG LOST RIVER

SE1/4NW1/4NW1/4

Sec. 34, Twp 07N, Rge 24E B.M.

CUSTER County

Place of Use

IRRIGATION Within BUTTE County

T06N R26E S20	NWNE	38.00	T06N R26E S20	NENW	39.00
T06N R26E S20	SENE	40.00	T06N R26E S20	NESW	38.00

Total Acres: 155

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. WATER IS DELIVERED THROUGH BURNETT DITCH.
3. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
4. X35 Rights 34-228A, 34-360C, 34-856G and 34-14835 when combined shall not exceed the irrigation of 155 acres.
5. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. X27 This right is limited to the irrigation of 40 acres within the authorized place of use in a single irrigation season.

Page _____ of _____

Decreed Date: 2/4/2002



0 500 1,000 Feet

DEBBIE ELLWEIN WATER RIGHT POU TRANSFER

NAIP 2023 NAIP

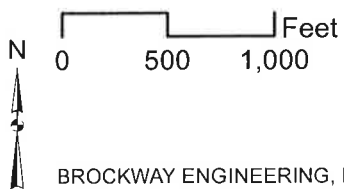
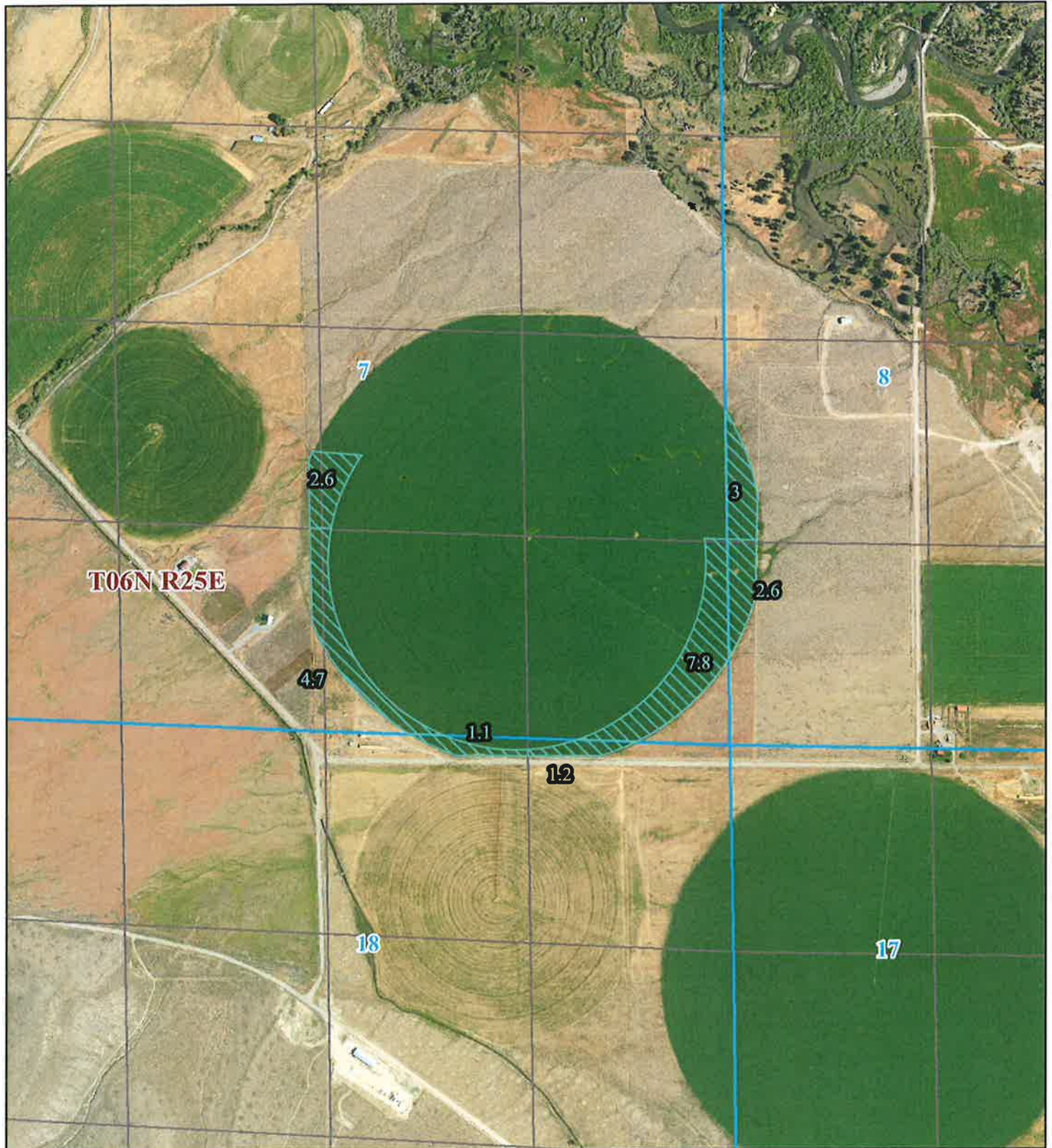
Legend

 34-856G_Transfer_FROM



BROCKWAY ENGINEERING, PLLC.
GWS - Date: 2/27/2025

90129



JOSH FELTON - GOFF PROPERTY
23.0 ACRE TRANSFER
NAIP 2023 AERIAL

Legend
34-856G

CONSENT TO WATER RIGHT TRANSFER

To Whom It May Concern,

I, Jonathan Toeus, as the Deacon of the Lost River Valley Mennonite Church Inc., give permission to Debbie Ellwein, individually and as the personal representative of the Estate of Melvin J. Ellwein, or her legal representative, to transfer 23.0 acres of irrigation water from water rights 34-228A, 34-360C, 34-856G and 34-14835 to property located at Township 06 North Range 26 East Section 20 SESW. Water rights 34-228A, 34-360C, 34-856G and 34-14835 were used to irrigate via pivot said property during the irrigation season for the years 2019 and 2020. The Lost River Valley Mennonite Church Inc. now owns the described property and acknowledges that it does not have any legal claim on water rights 34-228A, 34-360C, 34-856G and 34-14835.

I, the undersigned, as the duly authorized representative of Lost River Valley Mennonite Church Inc., formally give consent to any transfer of these herein described water rights on or off of the herein described property at any time.

Lost River Valley Mennonite Church Inc.

By: _____

Jonathan Toeus

Its: Lost River Valley Menn. Church Inc

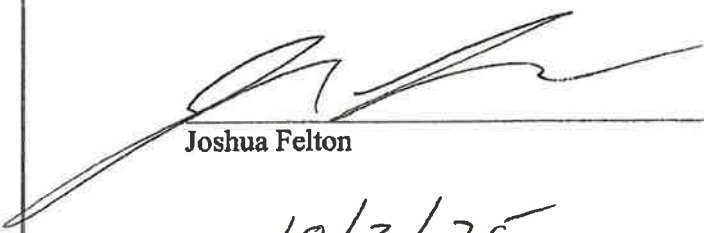
Date: 2-14-2025

CONSENT TO WATER RIGHT TRANSFER

To Whom It May Concern,

I, Joshua Felton, give permission to DEBBIE ELLWEIN AND MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST or her legal representative to transfer 23.0 acres of irrigation water from water rights 34-856G to property that I own located at Township 06 North Range 25 East Section 7, Section 8 and Section 18 associated of Custer County.

I formally give my consent to a 23.0 acre irrigation transfer to property I own or control.



Joshua Felton

Date: 10/3/25


TitleOne
a title & escrow co.
Order Number: 287731

251177

Custer County Rec. of

Title One

Time 2:29 P.M. Date 11/16/2015

Lara H. Baker, Clerk

Warranty Deed

Deputy

For value received, **Magee Family Trust**

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua B.J. Felton Gabiola , aka Joshua Felton, an unmarried man

whose current address is **4058 N. 4080 W., Mackay, ID 83251**

the grantee, the following described premises, in Custer County, Idaho, to wit:

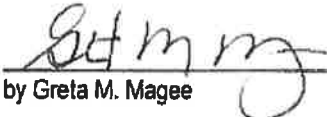
See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: November 9, 2015

Magee Family Trust


by Francis P. Magee

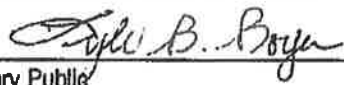

by Greta M. Magee

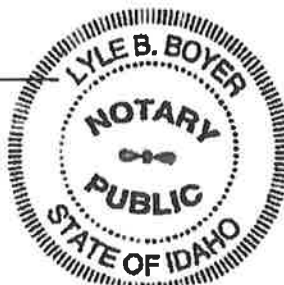
State of Idaho

ss.

County of Butte

On this 9th day of November in the year of 2015, before me, the undersigned, a notary public in and for said state personally appeared Francis P. Magee and Greta M. Magee, known or identified to me to be the person whose name is subscribed to the within instrument, as trustees of the Magee Family Trust and acknowledged to me that they executed the same as trustees.


Notary Public
Residing at:
My Commission Expires:



90129

251177

EXHIBIT "A"

287731

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho
Section 7: Southeast Quarter

Section 18: Northwest Quarter Northeast Quarter; Southeast Quarter Northeast Quarter;
Southwest Quarter Northeast Quarter

ALSO: The West Half Northeast Quarter Northeast Quarter, Section 18, Township 6 North,
Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

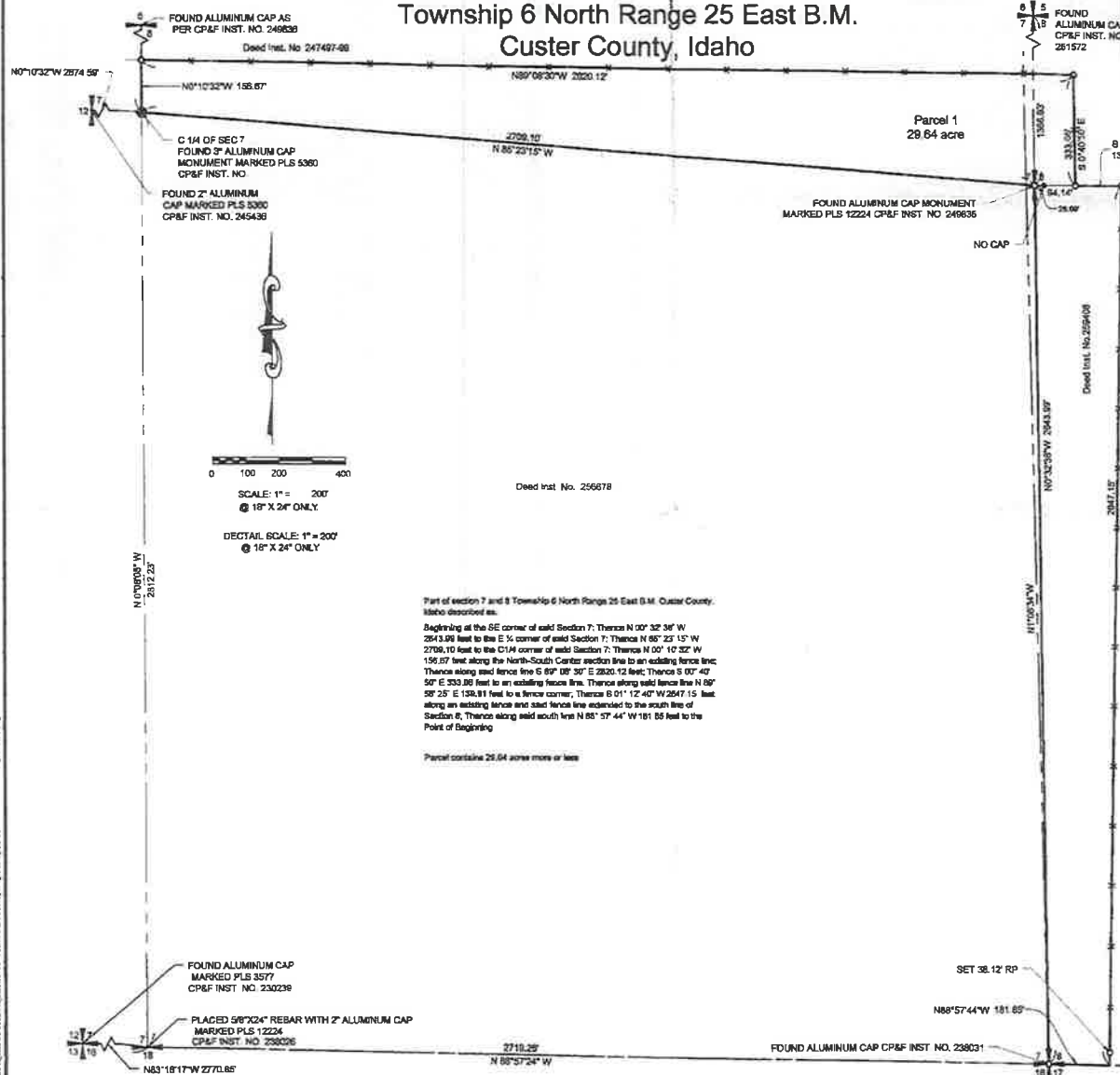
Commencing at the Northeast Corner of Section 18; thence North $88^{\circ}59'48''$ West 679.75 feet along the North line of Section 18 to the Northeast Corner of the West Half Northeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}38'53''$ East 1350.86 feet to the Southeast Corner of said West Half Northeast Quarter Northeast Quarter; thence North $89^{\circ}20'20''$ West 676.43 feet to the Southwest Corner of said West Half Northeast Quarter Northeast Quarter; thence North $00^{\circ}47'02''$ West 1355.00 feet to the Northwest Corner of said West Half Northeast Quarter Northeast Quarter; thence South $88^{\circ}59'48''$ East 679.75 feet to the point of beginning.

Excepting therefrom: The East Half Southeast Quarter Northeast Quarter Section 18, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence South $00^{\circ}30'40''$ East 1346.73 feet along the Section line to the Northeast Corner of the East Half Southeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}30'40''$ East 1346.73 feet to the Southeast Corner of said East Half Southeast Quarter Northeast Quarter; thence North $89^{\circ}41'04''$ West 673.13 feet to the Southwest Corner of said East Half Southeast Quarter Northeast Quarter; thence North $00^{\circ}38'52''$ West 1350.86 feet to the Northwest Corner of said East Half Southeast Quarter Northeast Quarter; thence South $89^{\circ}20'20''$ East 676.42 feet to the point of beginning.



Part of The East 1/2 of Section 7 & West 1/2 of Section 8
Township 6 North Range 25 East B.M.
Custer County, Idaho



RECORDER'S CERTIFICATE
262923
Custer County, Idaho
HIL
Time 10:45 AM Date 6/14/22
Chris G. Street, PLS
Custer County, Idaho

- LEGEND**
- Section Corner Control
 - Center of section
 - Placed 1/2" X 3/4" Iron rod with cap marked or other monument as noted P.L.S. 12224
 - Found 1/2" iron rod or other monument as noted
 - Fence line

Surveyors Narrative

The purpose of this survey is to adjust the lot lines between Deed Inst. No. 258578 and Deed Inst. No. 259405. The Basis of Bearings for this survey starts at Southeast 1/4 corner of Section 7.

Survey References

Deed Inst. No. 258578, 259405,
Dependent Resurvey by BLM 1882
ROS Inst. No. 207781, 243784, 243786,
246489, 251507, 251572, 258503, 258024
CP&F Inst. No. 228584, 230230, 237390, 238028,
245436, 249635, 249636, 249837, 251572

SURVEYORS CERTIFICATE

I, Chris G. Street, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plot is an accurate representation of the survey completed under my supervision.



Chris G. Street License No. 12224 Date 6/14/22

CIVIL & STRUCTURAL ENGINEERING SURVEYING & LAND SURVEYING 101 S. Park Avenue, Idaho Falls, ID 83402, (208) 524-2212 803 W. Jackson Street, Blackfoot, ID 83221, (208) 955-2977 460 Lincoln Street, Ararat, ID 83211, (208) 226-2764 info@cses.com cses.com	
DRAWN BY JMF DATE 2022-04 CHECKED BY JMF DATE 2022-04	DESIGNED BY JMF DATE 2022-04 CHECKED BY JMF DATE 2022-04
RECORD OF SURVEY JOSH FELTON SEC. 7 & 8, T. 6 N., R. 25 E. B.M. CUSTER COUNTY, IDAHO SHEET NO. 1 OF 1	

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

*Kelly C. Stevenson
4058 N. 4080 W.
Mackay, Idaho 83251*

Instrument # 263114

CHALLIS, CUSTER, IDAHO

08-03-2022

12:17:52

No. of Pages: 2

Recorded for: JONES WILLIAMS FUHRMAN GOURLEY, P

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: KW

(Space Above for Recorder's Use)

WARRANTY DEED

For valuable consideration given, Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust ("Grantors"), hereby convey, grant and warrant unto Joshua B. Felton, an unmarried man, ("Grantee"), whose address is 4058 N. 4080 W., Mackay, Idaho 83251, and the Grantee's successors and assigns forever, the following described real property located in Custer County, Idaho, to wit:

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Commencing at the SE 1/4 corner, alongside the East line of section 7 to the Point of Beginning; Thence, along the West line of section 8, N 00° 32' 38" W 2643.99 feet; Thence, N 85° 23' 15" W 2709.10 feet; Thence, towards the North line of section 7, N 00° 10' 32" W 150.07 feet; Thence, towards the East line of section 7, S 89° 08' 30" E 2820.12 feet; Thence, S 00° 40' 50" E 333.06 feet; Thence, S 89° 56' 25" W 139.91 feet; Thence S 01° 12' 40" W 2647.15 feet; Thence, N 88° 57' 44" W 181.85 feet to the Point of Beginning

Containing 29.64 acres more or less.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. Further, the Grantors covenant to the Grantee that Grantors are the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

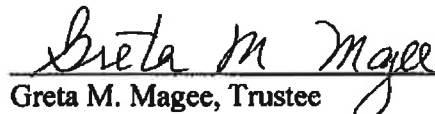
IN WITNESS WHEREOF, the Grantors have executed this instrument on this 30 day of July, 2022.

GRANTORS

MAGEE FAMILY TRUST



Francis P. Magee, Trustee

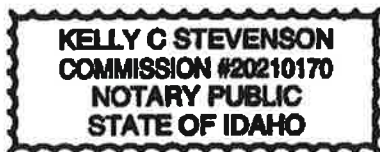


Greta M. Magee, Trustee

STATE OF IDAHO)
) ss.
County of Custer)

On this 30th day of July, 2022, before me the undersigned notary public, personally appeared Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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





NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires 1-14-27

TERMINATION AND PURCHASE AND SALE AGREEMENT

This Termination and Purchase and Sale Agreement (this "**Agreement**") is dated as of July 30, 2022 (the "**Effective Date**"), by and between Francis P. Magee and Greta M. Magee, Trustees of the **Magee Family Trust ("Magee")**, and **Joshua B. Felton ("Felton")**. Magee and Felton may be referred to herein singularly as "**Party**" and collectively as "**Parties**" as appropriate.

RECITALS:

A. WHEREAS, Magee and Felton entered into that certain Purchase and Sale Agreement dated September 15, 2015 (the "**PSA**"), whereby Magee agreed to sell and Felton agreed to buy the real property as more particularly described in Appendix A of the PSA (the "**Goff Property**"), which PSA and its appendixes are attached hereto as Exhibit A, and incorporated herein by this reference;

B. WHEREAS, the PSA states that Magee gave Felton a first right of refusal to purchase adjoining ground to the Goff Property;

C. WHEREAS, the PSA states that Magee gave Felton the right to purchase additional ground at [REDACTED] per acre if Felton is able to obtain additional water;

D. WHEREAS, after Felton purchased the Goff Property in 2015, he hired the Irrigation Center in Arco, Idaho to design and install a new pivot irrigation system to irrigate the Goff Property;

E. WHEREAS, the pivot the Irrigation Center designed and installed irrigates nine (9) acres, more or less, of real property then and currently owned by Magee;

F. WHEREAS, Felton installed a fence along the north side of the Goff Property and Magee installed a fence along the east side of the Goff Property and the fence currently encloses real property owned in majority by Felton and in part by Magee;

G. WHEREAS, Felton has utilized and irrigated nine (9) acres, more or less, of real property owned by Magee since approximately 2015 and utilized twenty (20) acres, more or less, for pasture for cattle since approximately 2018;

H. WHEREAS, Felton obtained a survey to describe and further detail the land ownership and fence location discrepancy in 2022, and which survey is attached hereto as Exhibit B, and incorporated herein by this reference;

I. WHEREAS, Magee agrees to sell and Felton agrees to buy the 29.64 acres, more or less, owned by Magee within the fence line depicted on Exhibit B and more accurately described in Exhibit C (the "**Property**") for [REDACTED] per acre; and

J. WHEREAS, Magee and Felton desire to enter into this Agreement in order to terminate the PSA and the terms therein and detail the agreement for sale and purchase of the Property, subject to the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Magee and Felton hereby agree as follows:

1. Defined Terms. Unless modified herein, all terms previously defined and capitalized in the PSA shall have the same meaning for the purposes of this Agreement.

2. Termination of the PSA. Magee and Felton hereby agree to terminate the remaining terms contained in the PSA, including all terms therein related to rights of first refusal and rights to purchase additional ground. Accordingly, the termination of the PSA contemplated under this Agreement shall be as of the Effective Date and Felton shall have no further right or interest in rights to purchase or rights of first refusal of land owned by Magee as set forth in the PSA (the "Termination Date").

4. Termination Compensation. In consideration for the Parties' execution of this Agreement and for compensation for Felton's use of the Property from 2015 to present, Felton shall rent to Magee the real property more particularly described in Exhibit D, attached hereto and incorporated herein by this reference (the "Lambert Property"), for pasturage of Magee's cattle for the remaining calendar year of 2022 (the "Termination Compensation"). Magee and Felton hereby acknowledge and agree that this Termination Compensation consists of compensation for this termination of the PSA and Felton's use of the Property, and that Magee shall have no further rights with respect to compensation for Felton's use of the Property from 2015 to the Termination Date and that the Parties shall have no further rights with respect to the PSA.

5. Purchase of the Property. Magee agrees to sell and convey to Felton, and Felton agrees to purchase and accept from Magee, upon the terms and conditions set forth in this Agreement, the Property. The agreed "Purchase Price" for the Property is [REDACTED] Dollars [REDACTED], calculated at the rate of [REDACTED] per acre of land identified in Exhibit C.

A. Sale Deliverables. Magee shall complete the following and deliver to Felton within a reasonable time of the Effective Date:

i. Deed. A warranty deed executed and acknowledged by Magee, in substantially the same form as set forth in Exhibit E, attached hereto and incorporated herein by this reference; and

ii. Other Documents. Such other documents as are customarily required to be signed by buyers or sellers in the closing of a real estate transaction in Custer County, Idaho, in form reasonably approved by Magee and Felton, as applicable.

B. Costs of Sale. Closing costs and prorations shall be paid as follows:

i. Real Estate Taxes. Felton shall be responsible for all taxes and assessments currently due and owing on the Property and any incurred after the Effective Date; and

ii. Other. Felton shall be responsible for all other bills or charges incident to his purchase of the Property, including other recording fees, any state or local documentary stamps, transfer taxes or fees, and assessments for improvements currently due and owing on the Property and any incurred after the Effective Date.

C. Possession. Possession of the Property shall be delivered to Felton after his receipt of the deed contemplated in Section 5(A)(i) herein.

D. Representations and Warranties. Magee hereby represents and warrants to Felton, as of the Effective Date, that:

i. Ownership and Transfers. Neither Magee nor any of their agents (including without limitation employees, agents, shareholders or any other representatives of Magee) have sold, assigned, transferred, leased, subleased, granted any option rights with respect to, or encumbered in any way any of Magee's interest in or to the Property to or for the benefit of any party other than Felton;

ii. Authority. Magee has full power and authority to execute this Agreement and perform Magee's obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

iii. Fee Simple. Magee is the owner of the Property in fee simple, as described in the official records of the recorder's office in Custer County and has good and marketable title to the Property.

6. Release of Liability. Except for the obligations under this Agreement and the representations and warranties made herein by Magee and Felton, Magee and Felton hereby fully and unconditionally release and discharge each other and each other's successors, assigns, agents, representatives, shareholders, officers, directors, trusts, trustees, beneficiaries, managers, members, and attorneys, subject to the representations and warranties made herein, from all demands, charges, claims, accounts or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the Parties under the PSA with respect to the Property or with respect to Felton's use of the Property prior to the Effective Date.

Each Party acknowledges that he/she has had the opportunity to obtain the advice of legal counsel with respect to the aforementioned waiver and understands the terms thereof.

7. Attorney's Fees. Should any dispute arise between the Parties or their legal representatives, successors, and assigns concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute. Each Party shall be responsible for their own attorneys' fees, if any, incurred in connection with the preparation and negotiation of this Agreement.

8. Governing Law. This Agreement shall be governed and construed under the laws of the State of Idaho.

9. Digital Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same agreement. The Parties agree that a digital image of this Agreement as fully-executed (such as in a portable document format (.pdf)) when sent to the email address of Felton or Magee, his/her respective broker (if any), his/her respective attorney (if any), or his/her respective authorized agent (if any) shall be deemed delivery of a true and correct original of this Agreement.

10. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective legal representatives, successors, and assigns.

11. Time of the Essence. Time is of the essence of this Agreement and the provisions contained herein.

12. Voluntary Agreement. The Parties have read this Agreement and mutual release as contained herein, and each has freely and voluntarily entered into this Agreement.

IN WITNESS WHEREOF, Magee and Felton have executed this Agreement as of Effective Date.

"MAGEE"

"FELTON"

MAGEE FAMILY TRUST



FRANCIS P. MAGEE, TRUSTEE



JOSHUA B. FELTON



GRETA M. MAGEE, TRUSTEE

EXHIBIT A
PSA

PURCHASE AND SALE AGREEMENT

This letter is to serve as THE Purchase and Sale Agreement between the Magee Family Trust (Seller), PO Box 55, Mackay ID 83251 and Joshua Felton (Buyer).

Seller is the sole owner of approximately 280 acres commonly known as the "Goff Property" that is being offered for sale to the Buyer. Sale includes, as is, all structures, fences and improvements on the property. A map and legal description attached in Appendix A.

Sale includes all current water rights appurtenant to the property as well as water rights that have been recently purchased by Seller and expect to be transferred by the IDWR within 90 days. Seller will be responsible to assure the transfer of these additional water rights. The details of the water rights appurtenant to this property are described in Appendix B.
Purchase price is [REDACTED] to be paid in cash upon closing. Closing to occur within 90 days of this Purchase Agreement.

Mr. Magee gives Mr. Felton a first right of refusal to purchase adjoining ground to the 280 acres commonly known as the "Goff River Piece."

Mr. Magee also gives Mr. Felton the right to purchase additional ground that is part of the Goff Property at [REDACTED] acre if Mr. Felton is able to obtain additional water in the future.

In the Event of Joshua Felton obtaining financing and finalizing the purchase of the said property Mr. Felton will be receiving the right to "run" 100 head of cattle within Mr. Magee's and Mr. Tigert's Blackford Registered cattle operation. A brief summary of the cattle livestock agreement include but are not limited to Mr. Felton selling his current cattle livestock at market price sometime before December 1, 2015 and sometime between April and May purchasing at market price (excluding value of calves), 50 head of late calver pairs from the Blackford herd. Mr. Magee and Mr. Tigert will choose these 50 head and retain ownership of the calves. Sometime between May and June Mr. Felton will take possession of the 50 head and take them to summer pasture which he will provide. Some time between July and August Mr. Magee and Mr. Tigert will wein their calves from Mr. Felton's 50 head of cows and take them to a different pasture. Sometime between September and October Mr. Felton will remove his 50 head from summer pasture and take them to the ground that is part of this purchase and sale agreement and a farm that Mr. Felton has leased there they will join Mr. Magee and Mr. Tigert's cattle. Sometime in December Mr. Felton's 50 head will be breed by Mr. Magee's and Mr. Tigert's bulls. In a sentence Mr. Felton will have a fall calving herd.

Mr. Magee and Mr. Tigert agree to supply all bulls, veterinary needs, cattle heardsman advice, marketing of calves, etc. to Mr. Felton's cattle so long as he gives them the right to graze his fall aftermath of said properties and gives Mr. Magee and Mr. Tigert genetic control of his cattle.

X

Date:

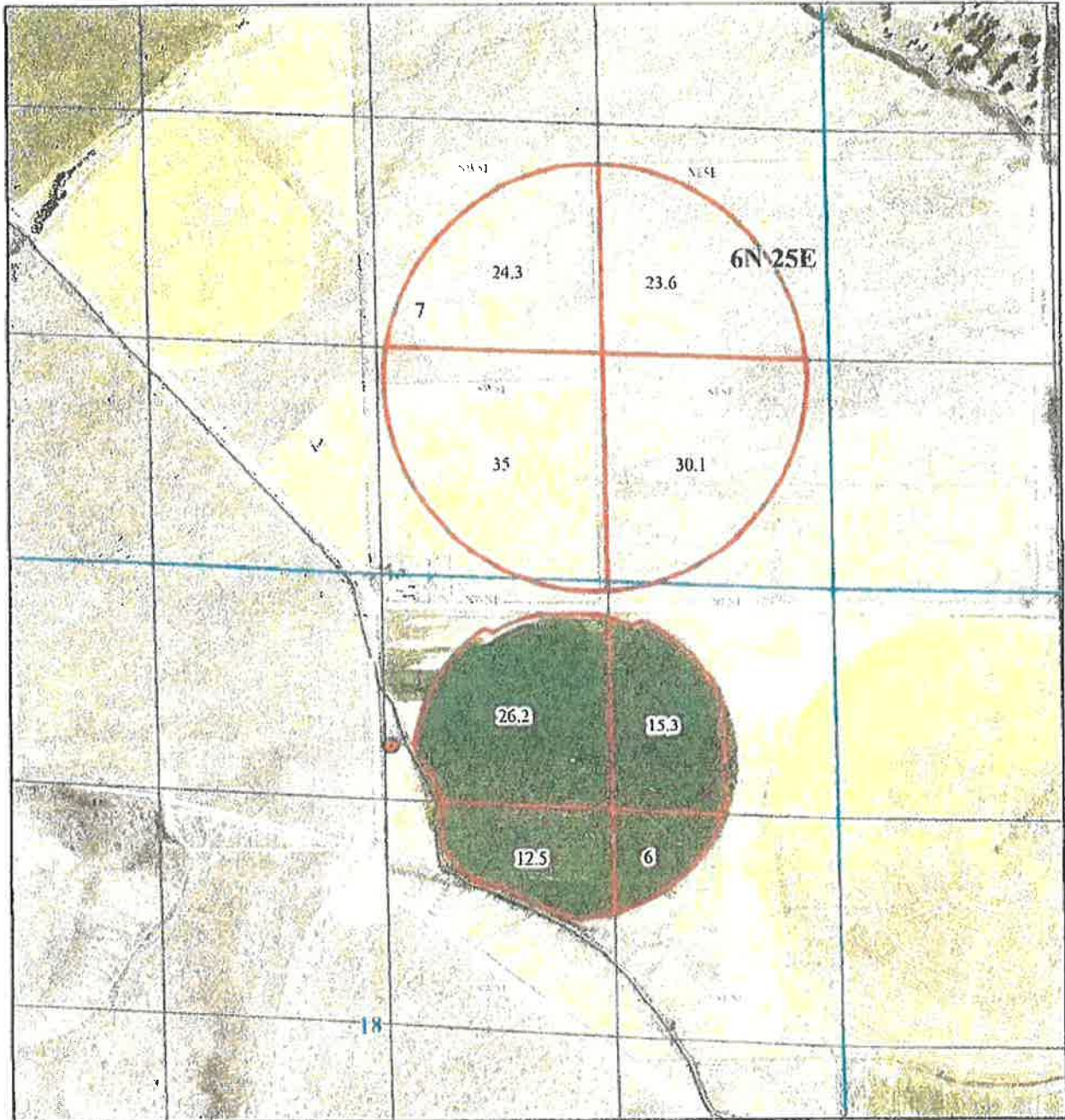
Francis Magee

Magee Family Trustee

x

Date:

Joshua Felton



MAGEE, FRAN
TRANSFER MAP - POU WR'S
34-12356, 34-2324, 34-533, 34-10461, 34-241
NAIP 2013 AERIAL

0 250 500 1,000 Feet

BROCKWAY ENGINEERING, PLLC
ALR - Date: 6/30/2015

(NOTE: 1 POD NOT SHOWN)

Legend

- REV_POU_6-30-15
- WR_POD
- twshp
- Sections
- ladesc



August 13, 2015

Mr. Fran Magee
Magee Family Trust
P.O. Box 425
Ketchum, Idaho 83340

Re: Goff water right review
Project No. 1065-01-2009

Dear Fran:

The Goff Farm currently has six water rights applicable to the property. Five of the water rights are for irrigation of 135 acres. The sixth water right is a domestic and stockwater right.

There are three surface water rights with the Big Lost River as their source (34-241, 34-533 and 34-10461). The two other rights (34-2324 and 34-12356) are ground water rights. The total combined irrigable limit of these water rights is 135 acres.

Surface water rights are as follows: Water right 34-241 has a diversion rate of 1.6 CFS, 34-533 has a diversion rate of 0.6 CFS and 34-10461 has a diversion rate of 3.8 CFS.

Ground water rights are 34-2324 with a diversion rate of 2.44 CFS and 34-12356, which is an expansion water right, with a diversion rate of 0.45 CFS. The combined diversion limit for these two water rights is 2.44 CFS and a combined volume limit of 472.5 AFA.

There is a small domestic and stock water right (34-10114) that has a total diversion limit of 0.07 CFS. The water diverted under this right cannot exceed 13000 gal/day. The stock water provides water to 65 cattle.

The surface water rights are delivered through the Darlington Ditch. The total combined diversion rate is 6.0 CFS (2700 gpm). However, this number is high due to the conveyance loss in Darlington Ditch canal and original conveyance system of the farm distribution system.

In February of 2015, James Cefalo from the Idaho Department of Water Resources mailed you letter indicating that the place of use (POU) of water rights

34-241, 34-533, 34-10461, 34-2324 and 34-12356 did not match the current irrigation practices on the farm. James requested a transfer be filed to correct the POU of the irrigation water rights.

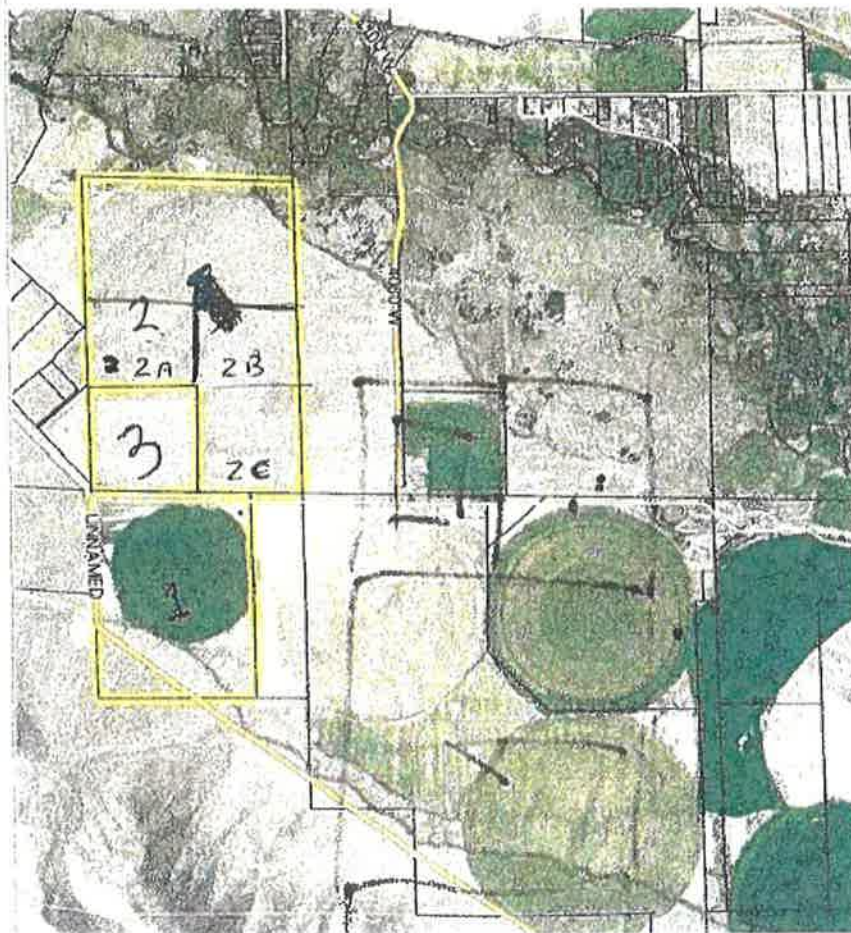
Additional Big Lost River irrigation has been secured in the amount of 38.0 additional acres new acres to be irrigated and 32.0 acres of stacked water.

A transfer will soon be processed by IDWR that will correct the place of use of the water rights and allow the irrigation of 173.0 acres of farm ground. The transfer will lay out a 60.0 acre and a 113.0 acre pivot.

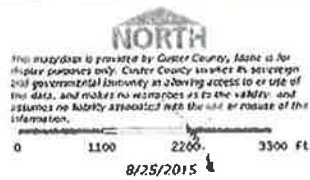
Sincerely,

Greg Sullivan, M.S., Engineer

[illegible]



- ~ Highways
- County Road
- Other Road
- BLM
- US Forest Service
- State of Idaho
- Cities
- 2013 Aerial Photography



Enter text you would like to print here. This layout is designed for 8 1/2"x11" portrait printing. You can change page size and scale by clicking on the scale bar.

APPENDIX A

All of Parcel 1 - 120 acres

All of Parcel 3 - 40 acres

120 acre portion of Parcel 2 indicated by 3-40 acre parcels 2A, 2B and 2C

Total = 280 acres

EXHIBIT B

Survey of the Property

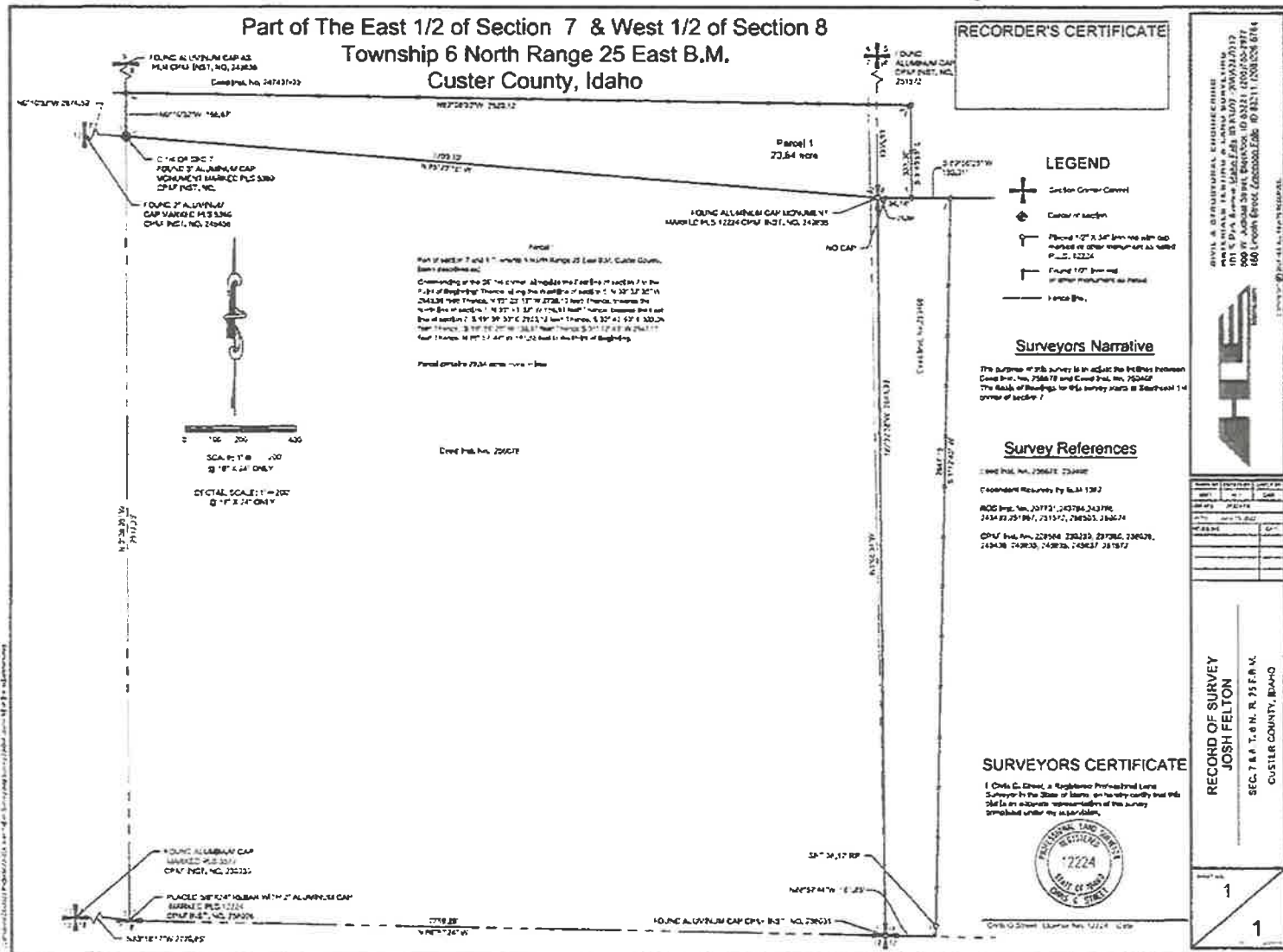


EXHIBIT C
Legal Description of the Property

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Beginning at the SE corner of said Section 7; Thence N 00° 32' 38" W 2643.99 feet to the E ¼ corner of said Section 7; Thence N 85° 23' 15" W 2709.10 feet to the C1/4 corner of said Section 7; Thence N 00° 10' 32" W 156.67 feet along the North-South Center section line to an existing fence line; Thence along said fence line S 89° 08' 30" E 2820.12 feet; Thence S 00° 40' 50" E 333.06 feet to an existing fence line; Thence along said fence line N 89° 56' 25" E 139.91 feet to a fence corner; Thence S 01° 12' 40" W 2647.15 feet along an existing fence and said fence line extended to the south line of Section 8; Thence along said south line N 88° 57' 44" W 181.85 feet to the Point of Beginning

Containing 29.64 acres more or less.

EXHIBIT D
Legal Description of Lambert Property

The Northeast Quarter of the Southwest Quarter, part of the East half of the Northwest Quarter lying East of a County Road (4080 W.) and South of the Big Lost River, part of the West half of the West half of the Northeast Quarter lying South of the Big Lost River and part of the West half of the Northwest Quarter of the Southeast Quarter, Section 8, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, more particularly described as:

Commencing at the South Quarter corner of Section 8, being marked by a half inch iron rod referenced as Corner Perpetuation and Filing Record Instrument No. 238030, from which the Southeast corner of said section bears North 89°38'31" East 2695.11 feet, being marked by a 1 inch pipe with plastic cap stamped PLS 3577, referenced as Corner Perpetuation and Filing Record Instrument No. 225461, the basis of bearings for this description;

THENCE North 01°23'02" West 1339.44 feet along the West line of the Southeast Quarter to the Southeast corner of the Northeast Quarter of the Southwest Quarter, being marked by a half inch iron rod with cap stamped PLS 12222 and being the POINT OF BEGINNING;

thence North 89°19'44" West 1337.17 feet along the South Line of said Northeast Quarter of the Southwest Quarter to the Southwest corner thereof, being marked by a

half inch iron rod with cap stamped PLS 12222;
thence North 00°58'00" West 1330.50 feet along the West line of said Northeast Quarter of the Southwest Quarter to the Northwest corner thereof, being marked by a half inch iron rod with cap stamped PLS 12222;
thence on or along the Easterly right of way fence of a County Road (4080 W.) the following 4 courses:

- 1) North 01°41'57" East 686.56 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 2) North 14°25'22" East 396.64 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 3) North 02°31'52" West 366.12 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
- 4) North 04°33'24" West 617.58 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;

thence leaving said right of way fence, North 33°40'29" East 54.61 feet to the approximate centerline of the Big Lost River, as it flows November 21, 2015;
THENCE along said centerline of the Big Lost River the following 13 courses:

- 1) South 56°19'31" East 115.96 feet;
- 2) South 57°21'29" East 148.69 feet;
- 3) South 65°35'47" East 123.13 feet;
- 4) South 73°53'22" East 74.13 feet;
- 5) North 77°05'25" East 46.03 feet;
- 6) North 40°07'32" East 177.65 feet;
- 7) North 29°33'47" East 172.67 feet;
- 8) North 51°21'38" East 93.93 feet;
- 9) North 73°18'44" East 98.73 feet;
- 10) South 81°52'33" East 133.75 feet;
- 11) South 73°53'53" East 250.10 feet;
- 12) South 63°00'30" East 295.84 feet;
- 13) South 49°30'27" East 78.45 feet to a point being the intersection of said centerline and an existing fence line extended, said point being referenced by a half inch iron rod with cap stamped PLS 12222 which bears South 01°45'31" West 177.10 feet;

thence along said fence line following 2 courses:

- 1) South 01°45'31" West 896.93 feet to a point being marked by a half inch iron rod with cap stamped PLS 12222;
 - 2) South 01°25'43" West 2441.29 feet to the intersection of said fence line extended and the South line of the Northwest Quarter of the Southeast Quarter of said section;
THENCE South 89°58'49" West 149.79 feet along said South Line to the POINT OF BEGINNING.
-


TitleOne
a title & escrow co.
Order Number: 287731

251177

Custer County Rec. of

Title One

Time 2:29 P M Date 11/16, 2015

Lara H. Baker, Clerk

Warranty Deed

Cherry Crest \$ 13.00
Deputy

For value received, **Magee Family Trust**

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua B.J. Felton Gabiola , aka Joshua Felton, an unmarried man

whose current address is **4058 N. 4080 W., Mackay, ID 83251**

the grantee, the following described premises, in Custer County, Idaho, to wit:

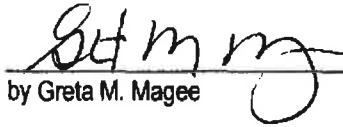
See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: November 9, 2015

Magee Family Trust


by Francis P. Magee


by Greta M. Magee

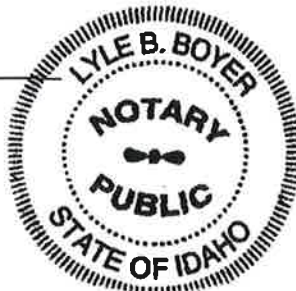
State of Idaho

ss.

County of Butte

On this 9th day of November in the year of 2015, before me, the undersigned, a notary public in and for said state personally appeared Francis P. Magee and Greta M. Magee, known or identified to me to be the person whose name is subscribed to the within instrument, as trustees of the Magee Family Trust and acknowledged to me that they executed the same as trustees.


Notary Public
Residing at:
My Commission Expires:



90129

EXHIBIT "A"

287731

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho
Section 7: Southeast Quarter

Section 18: Northwest Quarter Northeast Quarter; Southeast Quarter Northeast Quarter;
Southwest Quarter Northeast Quarter

ALSO: The West Half Northeast Quarter Northeast Quarter, Section 18, Township 6 North,
Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence North $88^{\circ}59'48''$ West 679.75 feet along the North line of Section 18 to the Northeast Corner of the West Half Northeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}38'53''$ East 1350.86 feet to the Southeast Corner of said West Half Northeast Quarter Northeast Quarter; thence North $89^{\circ}20'20''$ West 676.43 feet to the Southwest Corner of said West Half Northeast Quarter Northeast Quarter; thence North $00^{\circ}47'02''$ West 1355.00 feet to the Northwest Corner of said West Half Northeast Quarter Northeast Quarter; thence South $88^{\circ}59'48''$ East 679.75 feet to the point of beginning.

Excepting therefrom: The East Half Southeast Quarter Northeast Quarter Section 18, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 18; thence South $00^{\circ}30'40''$ East 1346.73 feet along the Section line to the Northeast Corner of the East Half Southeast Quarter Northeast Quarter, and the point of beginning. Thence South $00^{\circ}30'40''$ East 1346.73 feet to the Southeast Corner of said East Half Southeast Quarter Northeast Quarter; thence North $89^{\circ}41'04''$ West 673.13 feet to the Southwest Corner of said East Half Southeast Quarter Northeast Quarter; thence North $00^{\circ}38'52''$ West 1350.86 feet to the Northwest Corner of said East Half Southeast Quarter Northeast Quarter; thence South $89^{\circ}20'20''$ East 676.42 feet to the point of beginning.

EXHIBIT E
Warranty Deed

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

*Kelly C. Stevenson
4058 N. 4080 W.
Mackay, Idaho 83251*

(Space Above for Recorder's Use)

WARRANTY DEED

For valuable consideration given, Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust ("Grantors"), hereby convey, grant and warrant unto Joshua B. Felton, an unmarried man ("Grantee"), whose address is 4058 N. 4080 W., Mackay, Idaho 83251, and the Grantee's successors and assigns forever, the following described real property located in Custer County, Idaho, to wit:

Part of section 7 and 8 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Commencing at the SE 1/4 corner, alongside the East line of section 7 to the Point of Beginning; Thence, along the West line of section 8, N 00° 32' 38" W 2643.99 feet; Thence, N 85° 23' 15" W 2709.10 feet; Thence, towards the North line of section 7, N 00° 10' 32" W 156.67 feet; Thence, towards the East line of section 7, S 89° 08' 30" E 2820.12 feet; Thence, S 00° 40' 50" E 333.06 feet; Thence, S 89° 58' 25" W 139.91 feet; Thence S 01° 12' 40" W 2847.15 feet; Thence, N 88° 57' 44" W 181.85 feet to the Point of Beginning.

Containing 29.64 acres more or less.

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. Further, the Grantors covenant to the Grantee that Grantors are the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this ____ day of July, 2022.

GRANTORS

MAGEE FAMILY TRUST

Francis P. Magee, Trustee

Greta M. Magee, Trustee

STATE OF IDAHO)
) ss.
County of Custer)

On this ____ day of July, 2022, before me the undersigned notary public, personally appeared Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at

My Commission Expires



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

BROCKWAYENG.COM

RECEIVED

JUN 08 2026

DEPT. OF WATER RESOURCES
EASTERN REGION

AMENDED

June 5, 2026

Copper Fritz
Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Re: Debbie Ellwein and Melvin J. Ellwein Testamentary QTIP Trust

Dear Mr. Fritz:

Debbie Ellwein desires to transfer 54.0 acres of 34-856G, 34-228A, 34-360C and 34-14835 to a new irrigation place of use and to an existing point of diversion. The beneficial use, period of use and ownership of this 54.0 acre portion will not be changing with this transfer.

This transfer will provide additional water to an existing irrigation system that is dependent on storage water from the Mackay Reservoir.

No ESPA Model analysis was performed because on surface water from the Big Lost River is proposed to be changed.

A check from Brockway Engineering was received by IDWR on October 10, 2025 for \$500.00. A check for an additional \$80 is attached to this letter.

Please copy our office on all correspondence regarding this application.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Debbie Ellwein, Kelly Stevenson via email

Enc: Transfer Application, Aerial Maps, Two Letters of Consent to Water Right Transfer, Deeds and Legal Documents, Brockway Engineering Check # 19108 for \$80.00

90129

90129



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Mathew Weaver

July 1, 2026

MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST
DEBBIE ELLWEIN
PO BOX 815
BOULDER, MT 59632

RE: Transfer No. 90129
Water Right No(s). 34-14835, 34-228A, 34-360C, 34-856G

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 CHALLIS MESSENGER, ARCO ADVERTISER on 7/9/2026 and 7/16/2026. 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:
BROCKWAY ENGINEERING
C/O GREG SULLIVAN
2016 WASHINGTON ST N STE 4
TWIN FALLS, ID 83301-3082

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 1, 2026 2:46 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Challis Messenger
Attachments: 90129 Arco Advertiser, Challis Messenger.docx

LEGAL NOTICE DEPARTMENT
CHALLIS MESSENGER
PO BOX 405
CHALLIS, ID 83226-0405

RE: Transfer No. 90129
Water Right No(s). 34-14835, 34-228A, 34-360C, 34-856G

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 7/27/2026. Your cooperation is appreciated.

Thank You,



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

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 1, 2026 2:46 PM
To: 'arcoadv@aol.com'
Subject: Legal Notice for Arco Advertiser
Attachments: 90129 Arco Advertiser, Challis Messenger.docx

LEGAL NOTICE DEPARTMENT
ARCO ADVERTISER
PO BOX C
ARCO, ID 83213

RE: Transfer No. 90129
Water Right No(s). 34-14835, 34-228A, 34-360C, 34-856G

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 7/27/2026. Your cooperation is appreciated.

Thank You,



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

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 90129**

DEBBIE ELLWEIN and MELVIN J. ELLWEIN TESTAMENTARY QTIP TRUST, PO BOX 815, BOULDER, MT 59632 has filed Application No. 90129 for changes to the following water rights within CUSTER County(s): Right No(s). 34-14835, 34-228A, 34-360C, 34-856G; 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 SWNE Sec 33 T07N R24E for 1.16 cfs from Big Lost River. Proposed place of use is in Sec 7, 8, and 18 T06N R25E for 54 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 7/27/2026. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 7/9/2026 and 7/16/2026