

Should questions arise during the processing of this application please contact:
Steve Hannula - ERO Resources Corp. (208) 373-7983

RECEIVED

MAR 16 2004

Department of Water Resources

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
AS 02-10209					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Cottonwood Mutual Canal Co.
c/o Ringert Clark Chartered
P.O. Box 2773
Boise, Idaho 83701-2773
4. New Owner/Claimant(s) Mark A. McDonough
Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address P.O. Box 74
- City, State and ZIP Code Melba, Idaho 83641
- New Telephone Number (208) 495-9801
5. Date you acquired the property July 8, 2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Mark A. McSorrough

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by OK to change Date 7-30-04 WR _____ Date _____

updated 11 and 1-31-04

COPY

RECEIVE

MAR 16 2004

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement is made this 31 day of October, 2001, between Cottonwood Mutual Canal Company, an Idaho corporation, also known as Cottonwood Canal Company, 455 South Third Street, P.O. Box 2733, Boise, Idaho 83701 (hereinafter "Seller"), and Mark McDonough, a single man, 6638 57th Ave. NE, Seattle, Washington 98115 (hereinafter "Buyer").

Department of Water Resc

WHEREAS, Seller is the original owner of the water right evidenced by Water License No. 30990/02-2209 (hereinafter "Water Right") for 79.70 cubic feet per second (cfs) of water that originally was appurtenant to lands in Township 6 South, Ranges 10 and 11 East, Elmore County (a copy of the license is attached hereto as Exhibit A and by this reference made a part hereof);

WHEREAS, after conveyances of portions of the water right and the claim by the United States of America acting through the Department of Interior, Bureau of Land Management, Seller retains undisputed ownership of 34.1806 cfs of the Water Right (Seller's undisputed portion of the Water Right is hereinafter referred to as "Seller's Water Right") that originally was appurtenant to lands in Township 6 South, Ranges 10 and 11 East, Elmore County;

WHEREAS, on November 14, 1988, the Idaho Department of Water Resources ("IDWR") approved Seller's Application for Extension of Time to Avoid Forfeiture for the Water Right, including Seller's Water Right, attached hereto as Exhibit B and by this reference made a part hereof, extending the time for resumption of beneficial use of the Water Right to July 1, 1991;

WHEREAS, pursuant to a March 22, 1991, resolution, attached hereto as Exhibit C and by this reference made a part hereof, the Idaho Water Resource Board accepted and has retained 58.10 cfs of the Water Right, including Seller's Water Right, in the Water Supply Bank for leasing, thereby protecting this portion of the Water Right from forfeiture pursuant to Idaho Code Section 42-1764(2);

WHEREAS, IDWR confirmed Seller's ownership and the validity of Seller's Water Right through its May 12, 1998, approval of Seller's transfer of 2.4 cfs of the Water Right to the City of Glens Ferry, attached hereto as Exhibit D and by this reference made a part hereof;

WHEREAS, IDWR confirmed Seller's ownership and the validity of Seller's Water Right through its August 4, 2000, approval of Seller's transfer of 12.16 cfs of the Water Right to the J R Simplot Revocable Trust, attached hereto as Exhibit E and by this reference made a part hereof;

WHEREAS, the parties have reached agreement on the terms and conditions for the purchase and sale of said portion of Seller's Water Right,

NOW, THEREFORE, in and for the consideration hereinafter recited, Seller and Buyer agree as follows:

1. Purchase and Sale of Rights. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller .22 cfs (11 miners inches) of Seller's Water Right (hereinafter referred to as the Purchase Water Right).

2. Purchase Price and Payment. Buyer shall pay to Seller as consideration for the Purchase Water Right _____, hereinafter referred to as the "Purchase Price"). Buyer agrees to deliver to Seller's Attorneys, Ringert Clark, Chartered, one-half (1/2) of the Purchase Price, an amount of _____ to be deposited and held in Ringert Clark, Chartered's Trust Account, and subsequently disbursed to Seller pursuant to the instructions of paragraph 5 herein upon execution of this Agreement. The remainder of the purchase price, an amount of _____ shall be deposited and held in the Trust Account of Buyers' attorneys, Moore, Smith, Buxton & Turcke, Chartered, and subsequently disbursed pursuant to the instructions of paragraph 5 herein upon execution of this agreement.

3. Conveyance of Title. Seller agrees to execute a Deed to a Water Right conveying the Purchase Water Right to Buyer and to deliver such deed to Buyer within seven (7) days after the completion and approval of the transfer described in paragraph 4 herein, and as further provided for in paragraph 5(d) herein.

4. Water Right Transfer. The parties acknowledge and agree that diversion of the Purchase Water Right for use on the McDonough property will require IDWR approval of an Application for Transfer of Water Right. Buyer agrees to prepare and file an Application for Transfer to change the point of diversion and the place of use that is acceptable to both Seller and Buyer. Buyer agrees to be primarily responsible for monitoring the status of the transfer, and for maintaining contact with both IDWR and Seller regarding the status of the transfer. Seller agrees to participate as applicant and advocate for the transfer in all administrative and judicial proceedings necessary to obtain final approval of the Application for Transfer. For purposes of this Agreement, final approval shall mean approval of the Application for Transfer on terms and conditions that are acceptable to both Seller and Buyer after all administrative and judicial remedies are exhausted. Costs and attorney fees in preparing, filing, and obtaining final approval of the Application for Transfer shall be paid by Seller and Buyer as follows:

a. Seller shall be responsible for all costs and attorneys fees incurred in responding to issues regarding the validity and Seller's ownership of the Purchase Water Right, and Buyer shall be responsible for his costs and attorneys fees incurred in responding to all other issues regarding the proposed transfer not to exceed Two Thousand Five Hundred Dollars (\$2,500). Upon

Buyer's expenditure of Two Thousand Five Hundred Dollars (\$2,500) pursuant to this paragraph 4.a, Seller and Buyer may extend or terminate this agreement and either withdraw or continue with the Application for Transfer.

5. Release of Payment and Deed Instructions. The parties hereby agree that Buyer's Attorneys, Moore Smith Buxton & Turcke, Chartered, and Seller's Attorneys, Ringert Clark, Chartered, will each hold and release ½ of the Purchase Price and that Seller will release the Deed to a Water Right pursuant to the following instructions and any additional written instructions signed by both parties hereto.

a. The Purchase Price, together with any interest accrued thereon, shall be released to Seller only upon: (1) approval by the IDWR of the application(s) for transfer of the point of diversion and place of use for the Purchase Water Right, (2) the expiration of all administrative and judicial periods for appeal, and (3) the written approval by Buyer of any conditions placed on the transfer(s) by the IDWR. Buyer's approval shall not unreasonably be withheld, and shall be provided within thirty (30) days after delivery of notice of such conditions by Seller. Failure by Buyer to respond within thirty (30) days shall be deemed written approval.

b. Seller and Buyer shall use good faith, best efforts to complete the agreed upon transfer as described herein on or before December 31, 2002. This agreement shall terminate December 31, 2002, unless extended by the parties by mutual agreement. Upon termination of this agreement, Seller shall authorize its attorneys to release immediately the ½ of the Purchase Price held by such attorneys in their Trust Account, together with any accrued interest earned thereon, to Buyer or to the lender of Buyer pursuant to written instructions to such attorneys from Buyer and the lender to Buyer. The parties may, by mutual agreement and written notification, extend the term of this agreement.

c. Should Seller and Buyer complete timely and full performance of the transfer described above, Buyer shall immediately supply a letter of confirmation thereof from Buyer to Seller's attorneys and Buyer's attorneys, and said attorneys shall release the Purchase Price and accrued interest thereon to Seller.

d. The Deed to a Water Right shall be released to Buyer upon release of the purchase price and all accrued interest to Seller.

6. Water Supply Bank. The Buyer acknowledges that the Purchase Water Right is currently included in the State of Idaho Water Supply Bank. The parties acknowledge that neither Seller nor Buyer may divert, deliver, or use the Purchase Water Right while it is in the Water Supply Bank. The parties further acknowledge that, pursuant to Idaho Code Section 42-1764(2) and the aforementioned Application for Extension of Time to Avoid Forfeiture of a Water Right (Exhibit B), beneficial use of the Purchase Water Right must resume within ninety-nine (99) days after the Purchase Water Right is withdrawn from the Water Supply Bank (the period of time remaining under the Extension of Time as of March 22, 1991, the date of the Resolution accepting License No. 02-

02209 into the Water Supply Bank (copy attached hereto as Exhibit C)) in order to avoid forfeiture pursuant to Idaho Code Section 42-222. Withdrawal from the Water Supply Bank requires a written withdrawal request by the record owner of the Purchase Water Right to the Idaho Water Resource Board and/or IDWR and a resolution by the Idaho Water Resource Board.

For these reasons, the parties agree that no portion of the Purchase Water Right shall be withdrawn from the Water Supply Bank until the Buyer is prepared to divert and beneficially use the portion of the Purchase Water Right to be withdrawn as provided in the approved Application for Transfer of a Water Right within ninety-nine (99) days after an Idaho Water Resource Board resolution removing the portion of the Purchase Water Right from the Water Supply Bank.

7. Entire Agreement. This Agreement contains the entire understanding of the parties. Any changes or modifications to this Agreement must be in writing signed by both parties.

8. Heirs, Successors, and Assigns. The Covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective heirs and successors and assigns.

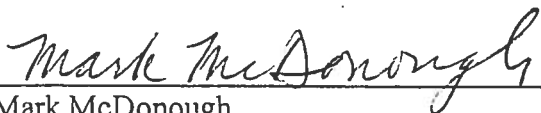
COTTONWOOD MUTUAL CANAL
COMPANY, an Idaho corporation

By 
DANIEL V. STEENSON, President

ATTEST:


CHARLES L. HONSINGER, Board Member

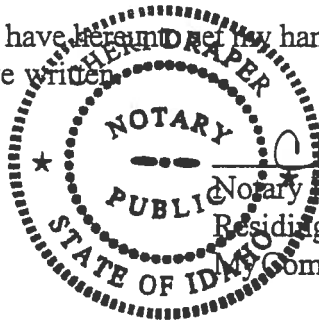
MARK MCDONOUGH,
A single man


Mark McDonough

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of October, 2001, before me, Cheri Draper, the undersigned, a notary public in and for said state, personally appeared Daniel V. Steenson and Charles L. Honsinger, known or identified to me to be the President and a Board Member, respectively, of Cottonwood Mutual Canal Company, the Idaho corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.



Cheri Draper
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires 12-23-03

STATE OF WASHINGTON)
) ss.
County of King)

On this 31st day of October, 2001, before me, Dena Skagen, the undersigned, a notary public in and for said state, personally appeared MARK McDONOUGH, a single man who executed the foregoing 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.



Dena Skagen
Notary Public for Washington
Residing at Seattle, Washington
My Commission Expires May 12th, 2004

U, FEB 24, 2000, 3:09 PM

DE:F ACTION:L PRESS (01 RETURN) TO VIEW ANOTHER ACCOUNT TRQK101

REAL PROPERTY INQUIRY

01 OR28216-000- -0 176-00 SCH136	01	31,800	55.00
	05	300	24.00

MC DONOUGH, ROXY E ETAL

6638 57TH AVE NE
SEATTLE WA 98115

06-1S-2W NE
LT 2, SENE

TOTAL 32,400 79.00

MAP ROCK RD, ME

SEE R28215

SURVEY INST
DRAIN DR VALUE APPR MKB
CLASS REAP 99 MAN UNIT 0
PARCEL OR01S02W061800 H/O N C/B N
PRIOR ACCOUNT 9R28216-000- -0
02 MH on Property NO
03 Traits 04 Companion Sheet

LOGON ID: PLAT.TAX

PORT ID: 255

GROUP: USERA

QUICK709E L4 TRQK101() QDESIGN709E HP2392 (c) COGNOS INCORPORATED.

REAL PROPERTY INQUIRY

01 4R28632-000- -0 163-00 SCH1361 05 6,300 179.36

MC DONOUGH, MARK A

P O BOX 74

MELBA ID 80841

31-1N-2W SW

LTS 3,4,5, & S 1/2 SE L5 TX 98450

& L5 TX 98660

MAP ROCK RD, ME

TOTAL 6,300 179.36

SURVEY INST 200309578

DRAIN DR VALUE APPR CTR

CLASS REAP 03 RAN UNIT 0

PARCEL 4501N02W31S150 H/O N C/B N

PRIOR ACCOUNT 6R28632-000- -0

02 MH on Property NO

03 Traits 04 Companion Sheet

REAL PROPERTY INQUIRY

01 4R28210-000- -0 176-00 SCH136 05 12,900 369.52

MC DONOUGH, MARK A

P O BOX 74

MELBA

ID 23841

05-18-2W NE

LTS 2, 3, 4, S 1/2 NE, GENW,

N 1/2 SE, SWSE

MAP ROCK RD. NE

SEE R28211

TOTAL	12,900	369.52
=====		
SURVEY	INST	
DRAIN	DR VALUE	APPR CTR
CLASS	REF 03 MAN	UNIT 0
PARCEL	4R01602W050900	H/D N C/B N
PRIOR ACCOUNT	5R28210-000- -0	
02 MH on Property NO		
03 Tracts 04 Compaction Sheet		



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 31, 2003

MARK A MC DONOUGH
PO BOX 74
MELBA ID 83641

MARK A MC DONOUGH
6638 57TH AVE NE
SEATTLE WA 98115

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 02-10209

Dear Mr. Mc Donough:

Per information in our records, we have noted that the above referenced water right should show you as the current owner.

Before we can modify our records to reflect your ownership of this water right, we need to have the enclosed Notice of Change of Water Right Ownership form completed. Please follow the instructions included with this form and return to our office with all of the required information.

If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

LH:1
Enclosures

12/15/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 2-10209

NAME AND ADDRESS: COTTONWOOD MUTUAL CANAL CO
C/O RINGERT CLARK CHARTERED
PO BOX 2773
BOISE ID 83701

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 0.220 CFS
36.800 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 90.24 CFS. COMBINED RIGHT NOS.: 2-103, 2-4021, AND
ALL PARTS OF BASE RIGHT 2-2209 INCLUDING 2-2209B, 2-2209C, 2-2209E,
2-10187, 2-10189, 2-10191, 2-10196, 2-10208, & 2-10209.

The total instantaneous diversion of water from all points of diversion under
Right 2-10209 shall not exceed 0.22 cfs, nor total combined annual volume of
36.8 af.

PRIORITY DATE: 02/25/1963

POINT OF DIVERSION:

T01N R02W S31 SESWSW Lot 4 Within CANYON County

T01S R02W S6 NWSE Lot 2 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.220 CFS 36.80 AFY

The period of use for the irrigation described in this approval may be
extended to a beginning date of 3/1 and an ending date of 11/15 provided
that beneficial use of the water can be shown and other elements of the
right are not exceeded. The use of water before 4/1 and after 10/31 is
subordinate to all water rights having no subordinated early or late
irrigation use and a priority date earlier than the date of the originating
approval.

PLACE OF USE: IRRIGATION Within CANYON County

T01N R02W S31 Lot 5 SESW	5.0	T01S R02W S05 Lot 4 NWNW	2.0
T01S R02W S06 Lot 4 NENE	4.0		

11 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: License

12/15/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION LOCATED AT T01S R02W SEC 6 LOT 2 (NWSE): 2-2240, 2-2431, AND 2-10209.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 2-10195.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

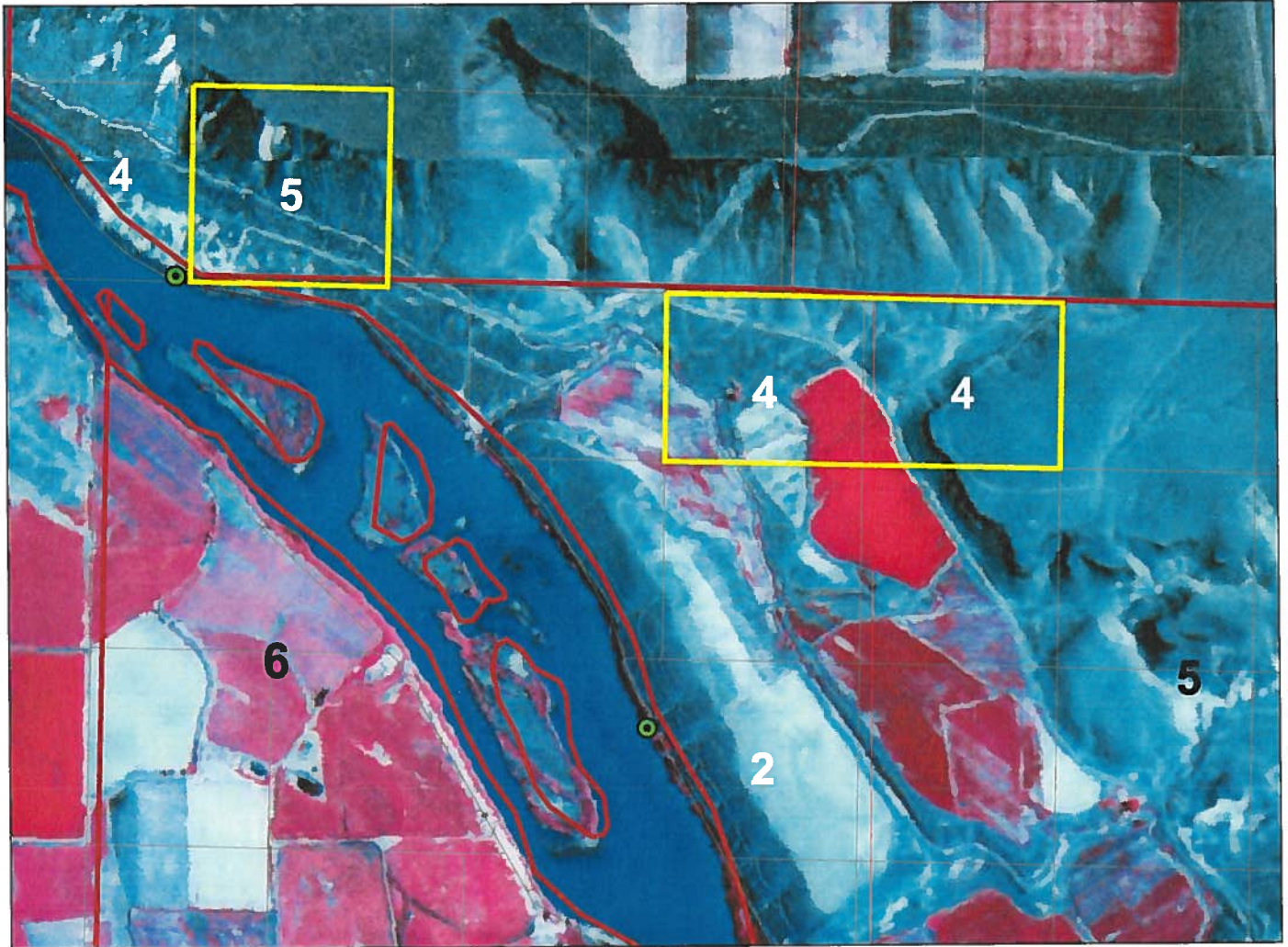
The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of Transfer No. 69980 is cause for the Director to rescind approval of the transfer.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

Idaho Department of Water Resources

Place of Use Layout 2-10209



0 0.25 0.5 Miles

Township 1N Range 2W Section 31
Township 1S Range 2W Sections 5 & 6



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: October 28, 2003

	Point of Diversion
	Place of Use
	PLSS Township
	PLSS Section Lines
	PLSS quarter-quarter lines

MEMO TO FILE

To: 2-10209
From: Scott King
Date: October 28, 2003

Subject: Review & recommendations

This right is a portion of 2-2209 from Cottonwood Mutual Canal Company transferred downstream to another place of use. Transfer No. 69980 was approved July 8, 2003. A total of 11 acres was moved. The approved transfer lists three tracts. In addition, documents in the transfer file indicate that this right is intended to supply water to lands not covered under existing rights, including 2-2431 and 2-2240.

My review and recommendations for 2-2240 and 2-2431 find only 2 acres irrigated in T1S R2W Section 5 Lot 4 (NWNW). Transfer No. 69980 indicates 2 acres at this same location. I was unable to prepare a shapefile for 2-10209 that indicated 2 acres in Section 5 Lot 4 that were exclusive of lands already included in 2-2431 and 2-2240. In addition, it is unclear exactly which acres are to be irrigated in the other two tracts identified in the transfer. Therefore, the shapefile created for 2-10209 is comprised of nominal shapes for the three tracts identified.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 2-10209 V1

WATER RIGHT NUMBER: 2-10209 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	COTTONWOOD MUTUAL CANAL CO C/O RINGERT CLARK CHARTERED PO BOX 2773 BOISE, ID 83701 (208)342-4591

Priority Date: 02/25/1963

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.220 CFS	36.80 AF
	<u>Total Diversion:</u>	0.220 CFS	36.80 AF

Location of Point(s) of Diversion

SNAKE RIVER	L4 (SE1/4SW1/4SW1/4)	Sec. 31, Twp 01N, Rge 02W, B.M.
CANYON County		
SNAKE RIVER	L2 (NW1/4SE1/4)	Sec. 6, Twp 01S, Rge 02W, B.M.
CANYON County		

Place of UseIRRIGATION Within CANYON County

T01N R02W S31 Lot 5 SESW 5.0 T01S R02W S05 Lot 4 NWNW 2.0

T01S R02W S06 Lot 4 NENE 4.0

Total Acres: 11

Conditions of Approval:

1. 01Q After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
2. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
4. 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.
5. T09 Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
6. T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 2-10209 V1

7. WB4 The total instantaneous diversion of water from all points of diversion under Right 2-10209 shall not exceed 0.22 cfs, nor total combined annual volume of 36.8 af.
8. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of the originating approval.

Remarks:

Comments:

1. scurtis 7/9/2003 9:44:10 AM Transferred Right
Comment: This is now a approved transfer, transfer number = 69980