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JAN 21 2021
Department of Water Resources
Eastern Region

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Attorneys for Sunset Farm & Ranch LLC

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 83745 IN THE NAME OF
SUNSET FARM & RANCH LLC

**APPLICANT'S WITNESS
AND EXHIBIT LIST**

Applicant Sunset Farm & Ranch LLC ("Sunset"), by and through their attorneys of record, Holden, Kidwell, Hahn & Crapo, P.L.L.C., pursuant to Hearing Officer Cefalo's *Notice of Hearing and Scheduling Order* dated November 2, 2020, hereby submits *Applicant's Witness and Exhibit List* summarizing the witnesses that may testify at the hearing and the exhibits that may be offered as evidence by the Applicant at the hearing scheduled for the above-entitled matter on February 4-5, 2021.

WITNESSES

The following witnesses may be called by Sunset to testify at the hearing:

1. Michael Telford
2. Marc Hansen
3. Larry Quist
4. Thomas R. Wood, Ph.D. (expert witness)

5. Harvey Walker
6. Any of the protestants
7. Any of the protestants' witnesses

EXHIBITS

The following exhibits may be introduced at the hearing:

1. Amended Transfer Application (Transfer 83745)
2. Order Granting Motion for Summary Judgment, In Part (Transfer 83745)
3. Sunset Farm and Ranch LLC Water Rights Before and After Summary
4. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)
5. Well Driller's Log Well D0081297
6. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)
7. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)
8. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)
9. Larry Quist Water Rights Summary
10. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)
11. Agreement (Recorded as Instrument No. 7848, Butte County) (Well use agreement between Larry Quist and his parents)
12. Agricultural Lease Agreement between Larry Quist and Sunset Farm & Ranch LLC (Recorded as Instrument No. 057705, Butte County) for 2020
13. Agricultural Lease Agreement between Larry Quist and Sunset Farm & Ranch LLC for 2021
14. Illustrative GIS map (prepared by Sunset's counsel, Rob Harris)

Sunset also hereby provides notice that its counsel may use ArcMap, a GIS mapping program, and Google Earth for illustrative purposes to aid Sunset's description of various features that are relevant to the issues to be addressed at the hearing. The illustrative maps described above were prepared using ArcMap.

Sunset reserves the right to submit additional exhibits, such as those necessary for rebuttal of any witnesses or exhibits, and to use any official documents that are included within IDWR's files for the water rights identified at the hearing on this matter.

DATED this 21st day of January, 2021.



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2021, I served a true and correct copy of the following described pleading or document on the attorneys and/or individuals listed below by the method(s) indicated.

DOCUMENT SERVED: **APPLICANT'S WITNESS AND EXHIBIT LIST**

ORIGINAL TO: James Cefalo
 Hearing Officer
 900 N. Skyline Dr., Ste A
 Idaho Falls, ID 83402-1718
 James.Cefalo@idwr.idaho.gov

ATTORNEYS AND/OR INDIVIDUALS SERVED:

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Robert L. Harris, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
Transfer No. 83745
JUL 15 2020

AMENDED

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

Department of Water Resources
Eastern AMENDED

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Sunset Farm & Ranch LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☐ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Sunset Farm & Ranch LLC Phone 208-431-5957
Mailing address P.O. Box 827, Arco, ID 83213 Email telfordsunvalleyseed@gmail.c

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

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

☐ No Representative

Name of Representative Robert L. Harris Phone 208-523-0620
Mailing address 1000 Riverwalk Dr., Suite 200, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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

<u>Robert L. Harris</u> Signature of Applicant or Authorized Representative	<u>Robert L. Harris, Attorney</u> Print Name and Title if applicable	<u>July 15, 2020</u> Date
_____ Signature of Applicant or Authorized Representative	_____ Print Name and Title if applicable	_____ Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
 See additional page labeled Part 1A.3.

PART 1A.3

The first purpose of this transfer is to amend the points of diversion of some of the described water rights.

For the ground water rights, a well located in the NENESW, Sec. 25, 04N, 26E (the Middle Well) will be abandoned. The water right currently associated with this well (WR 34-2480B) will be amended to allow for the diversion of water under this right from two existing wells (one called the North Well (located in the SESENW, Sec. 03, 04N), 26E, and one called the South Well (located in the NWSWNW, Sec. 08, 03N, 27E)) and a new well that was just constructed with the original intent to be a replacement well, but now with the intent to be a new well because of its depth. This new well is referred to as the "400' Well". See attached well log (0081297). While this well was drilled to a depth of 800 feet, the lower part of the hole caved in, and the applicant anticipates setting the pump depth at approximately 400 feet.

It is estimated that the South Well and 400' Well will be used to divert 34-2480B 80% of the time, while the North Well will divert this right 20% of the time. The determination of actual operation of the wells will depend upon a variety of operational factors based on the current water conditions, conveyance loss allocation in the Big Lost River Irrigation District system, etc.

For the surface water rights, a point of diversion located downstream from the Arco Diversion on the Big Lost River will be added to these rights. This additional point of diversion has been labeled "Quist Pump #1" by IDWR and is the current point of diversion for WRs 34-7149 and 34-7225, which are rights that are owned by Larry Quist. Quist Pump #1 is located on land owned by the Applicant, and the Applicant has an ownership interest in the pump station.

The second purpose of this transfer is to change the place of use for water rights that are owned by the Applicant (which are associated with property formerly owned by the Sunset Trust Organization) to create a permissible place of use of 612 acres. Irrigation within the permissible place of use will be limited to the irrigation of 442 acres.

The place of use amendment requires additional explanation. After many years of litigation between the Sunset Trust (established by Arthur and Lenora Quist) and Larry Quist, the court decreed that a 400-acre parcel that Larry Quist asserted he owned was owned by the Trust. However, the court determined that the water rights on the same 400-acre parcel were owned by Larry Quist. These rights are WRs 34-12421, 34-7181, 34-10680, 34-7149, and 34-13414. A map depicting the 400-acre parcel is attached to the next page. This means that the water rights and land ownership for the 400 acres are separate.

For 2020, Larry Quist has agreed to lease his water rights appurtenant to the 400 acres to the Applicant for use on the 400 acres. However, the lease is only for one year, and there is no guarantee that the water rights will be leased to the Applicant in future years. To ensure there are water rights authorized to irrigate the 400 acres, this transfer is necessary. **With this transfer, the Applicant's water rights and Larry Quist's water rights (WRs 34-12421, 34-7181, 34-10680, 34-7149, and 34-13414) are NOT to be combined or stacked in any way.** To ensure this combination or stacking does not occur, it is requested that a condition be included in the approval

of this transfer that requires the Applicant to use WRs 34-12421, 34-7181, 34-10680, 34-7149, and 34-13414 on the 400 acres if such rights are legally available to the Applicant (i.e., leased) from the water right owner (Larry Quist) instead of using the Applicant's water rights.

Finally, while the water rights will allow for the irrigation of 442 acres within the 612-acre PPOU, for 2020, the Applicant intends to only irrigate 308 acres within the 612-acre PPOU to ensure they have enough water. Given that this will be the Applicant's first year operating the property as owners of the property and with a new irrigation system, their desire is to be conservative with the number of irrigated acres. For this reason, they are only proposing to irrigate 308 acres under their rights (rather than 442 acres), which are depicted on the map submitted with this transfer.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☐	SEE ATTACHED	SPREAD	SHEET	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____
☐ ☐	_____	_____	_____	_____ to _____	_____

Total authorized under rights 12.59 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 12.59 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
								SEE ATTACHED	SPREADSHEET	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
							SEE	ATT	ACH	ED	SPR	EAD	SHE	ET					
Total Acres (for irrigation use)																			615

 Prepared by: Robert L. Rynn		AMENDED TRANSFER 83745: SUNSET FARM & RANCH LLC WATER RIGHTS (BEFORE TRANSFER)											
Water Right No.	Water Utilization Page	Decree	Priority Date	Source	Beneficial Use	Individual Diversion Rate Limitation (GPM)	Combined Diversion Rate Limitation (GPM)	Individual Volume Limitation (AFY)	Combined Volume Limitation (AFY)	Impaired Area Limitation	Current Use Limitation	Part of Decree	Notes
34-14732	Sunset Farm Original Decree	Decreed	10/02/1885	Big Lost River	Irrigation Stockwater	1.45	9.23			74.7	339	SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-14732		Decreed	05/08/1944	Big Lost River	Irrigation	3.81				174.6		SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-14732		Decreed	06/01/1898	Big Lost River	Irrigation Stockwater	1.53				77.6		NW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-18722		Decreed	08/18/1974	Ground water	Irrigation	8.86	1253.0			35.9	442	SE1/4NW1/4 Sec 26, 04N, 26E Quilt Exchange Well NW1/4NW1/4 Sec 26, 04N, 26E Rediversion (Area Diversion)	POD Well Water Right
34-2277		Decreed	10/03/1945	Ground water	Irrigation	2				110		SW1/4NW1/4 Sec 26, 04N, 27E Quilt Well	POD Well Water Right
34-4002		Decreed	07/08/1954	Artesian Water	Irrigation Storage Stockwater			1				SE1/4NW1/4 Sec 08, 03N, 27E	
34-187A		Decreed	05/10/1897	Big Lost River	Irrigation	1.74						SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-193D		Decreed	06/01/1888	Big Lost River	Irrigation	0.18	3.36			16.5	442	SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-196C		Decreed	09/01/1896	Big Lost River	Irrigation	0.18				6.5		SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
34-1482B		Decreed	09/11/1966	Ground water	Irrigation	2		252		84		NE1/4NW1/4 Sec 25, 04N, 26E	WIDOLE WILL WATER RIGHT
34-2491G		Decreed	05/08/1944	Big Lost River	Irrigation	0.16				94		SW1/4NW1/4 Sec 26, 04N, 26E Area Diversion	
TOTALS						12.59				442			

SUNSET FARM & RANCH LLC WATER RIGHTS (AFTER TRANSFER)													
34-14732	Sunset Farm Original Decree	Decreed	10/02/1885	Big Lost River	Irrigation Stockwater	1.19	3.36	252	84	442	NW1/4NW1/4 Sec 26, 04N, 26E Area Diversion		
34-14732		Decreed	05/08/1944	Big Lost River	Irrigation	3.83					NW1/4NW1/4 Sec 17, 03N, 27E Quilt Pump #1		
34-14732		Decreed	06/01/1898	Big Lost River	Irrigation Stockwater	1.53					NW1/4NW1/4 Sec 25, 04N, 26E Area Diversion		
34-14732		Decreed	08/18/1974	Ground water	Irrigation	8.86					NW1/4NW1/4 Sec 17, 03N, 27E Quilt Pump #1		
34-14732		Decreed	10/03/1945	Ground water	Irrigation	2					SE1/4NW1/4 Sec 03, 04N, 26E Quilt Exchange Well		
34-14732		Decreed	07/08/1954	Artesian Water	Irrigation Stockwater Storage						NW1/4NW1/4 Sec 25, 04N, 26E Rediversion (Area Diversion)		
34-14732		Decreed	05/10/1897	Big Lost River	Irrigation	1.74					NW1/4NW1/4 Sec 26, 04N, 26E Area Diversion		
34-14732		Decreed	06/01/1888	Big Lost River	Irrigation	0.18					NW1/4NW1/4 Sec 17, 03N, 27E Quilt Pump #1		
34-14732		Decreed	09/01/1896	Big Lost River	Irrigation	0.18					NW1/4NW1/4 Sec 25, 04N, 26E Area Diversion		
34-14732		Decreed	09/11/1966	Ground water	Irrigation	2					NW1/4NW1/4 Sec 17, 03N, 27E Quilt Pump #1		
34-14732		Decreed	05/08/1944	Big Lost River	Irrigation	0.16					SE1/4NW1/4 Sec 03, 04N, 26E Quilt Exchange Well		
34-14732		Decreed	05/08/1944	Big Lost River	Irrigation	0.16					NW1/4NW1/4 Sec 25, 04N, 26E Rediversion (Area Diversion)		
TOTALS						12.59				442			

83745

SUNSET FARM & RANCH LLC TRANSFER -- PART B.4 -- PLACE OF USE DESCRIPTION AFTER PROPOSED CHANGES

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	27E	8	1	35	17	20			30	30	31	32			38	33	3	5	275
		9						32											32
		17	30	33	33	32					19	15			33	39	37	34	305
TOTAL																			512

83745

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Arco diversion is controlled by the BLRID and has a measuring device. Quist Pump #1 has a measuring device.
Ground water diversions already have measuring devices.

- b. Who owns the property at the point(s) of diversion? Applicant; 2ME Farms, LLC; Marilyn Lambert

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant owns land at south well & Quist Pump #1; 2ME Farms owns land at north well and this is an existing well with long established easement; Lambert owns land at Arco diversion where BLRID has easement.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Place of use is being amended to create permissible place of use and to accommodate new pivots.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

On the south 400 acres owned by Applicant, water rights that are currently appurtenant to this land or use the same points of diversion are owned by Larry Quist (WR Nos. 34-7149, 34-7181, 34-7225, 34-10678, 34-10679, 34-10680, 34-12421, and 34-13414).

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0081297

Drilling Permit No. D0081297

Water right or injection well # 34-2277

2. OWNER: Mike Telford

Name Mike Telford

Address 1450 w Hwy 24

City Paul State Idaho Zip 83347

3. WELL LOCATION:

Twp. 03 North ☒ or South ☐ Rge. 27 East ☒ or West ☐

Sec. 8 10 acres 1/4 SW 10 acres 1/4 NW 160 acres 1/4

Gov't Lot _____ County Butte

Lat. 43 36.3414 (Deg and Decimal minutes)

Long. 113 16.5774 (Deg and Decimal minutes)

Address of Well Site Corner of 2300 N. 2900 W.

City Butte City, Arco

Lot. _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☐ New well ☒ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☒ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
Cement	0	145	10 yds	tremie, pump

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
20	+2'	288	.250	steel	☒	☐	☐	☒
18	590	662	.375	steel	☒	☐	☐	☒

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 288

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☒ N Method _____

Manufactured screen ☐ Y ☒ N Type _____

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
-----------	---------	-----------	-----------	--------------------	----------	-------------------

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method
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11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 8' Static water level (ft) 440

Water temp. (°F) cold

Bottom hole temp. (°F) cold

Describe access port _____

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
	400 gpm	

Test method:

Pump	Bailer	Air	Flowing artesian
☒	☐	☐	☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
24"	0	5	soil		n
	5	15	course sand, large gravel	y	
	15	30	course sand and pea gravel	y	
	30	45	sandy clay	y	
	45	61	course sand	y	
	61	75	course sand and clay	y	
	75	84	course sand and pea gravel	y	
	84	102	sandy clay	y	
	102	108	clay		n
	108	145	basalt	y	
20	145	220	sandy clay	y	
	220	240	sand and pea gravel	y	
	240	288	sandy clay		n
	288	330	caving basalt (cemented)		n
	330	439	basalt		n
	439	595	basalt with small fractures	y	
	595	630	red ash sand and clay	y	
	630	640	sand and gravel	y	
18	640	662	sandy clay	y	
	662	800	Basalt with some small fractures	y	

Completed Depth (Measurable): 800

Date Started: 10-20-19

Date Completed: 3-30-2020

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were compiled with at the time the rig was removed.

Company Name Vollmer Well Drilling

Co. No. 383

*Principal Driller _____

Date 4-13-2020

*Driller _____

Date _____

*Operator II _____

Date _____

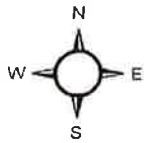
Operator I _____

Date _____

* Signature of Principal Driller and rig operator are required.

83745

SUNSET FARM & RANCH LLC TRANSFER



Legend

- North Well
- South Well
- ▲ Arco Diversion
- ◆ Quist Pump #1
- Middle Well POD
- Sunset Property with Quist Rights
- PPOU
- Township & Range
- Section
- Quarter quarters



Prepared by:
Robert L. Harris
Nov. 5, 2019

0 625 1,250 2,500 Feet

83745

Exhibit 01 Page 12

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-10484

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET TRUST ORGANIZATION C/O ARTHUR W QUIST MGR 2272 N 2900 W ARCO, ID 83213 2085273107
Attorney	RIGBY ANDRUS & MOELLER CHTD PO BOX 250 REXBURG, ID 83440 2083563633

Priority Date: 10/02/1885

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG LOST RIVER	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	1.54 CFS	
STOCKWATER	1/01	12/31	1 CFS	
Total Diversion			1.54 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER|NWNWNW|Sec. 26|Township 04N|Range 26E|BUTTE County

IRRIGATION Use:

Acre Limit: 77

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	8		NENE	21		NWNE	38		SENE	35			
				SWNW	35		SENE	30						
				NESW	39		NWSW	32						
				NESE	39		NWSE	27						
		9		NWNW	33		SWNW	19						
				NESW	21									

Place of Use Legal Description: STOCKWATER BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	8		NWNE										
				SENE										
		9		NWNW			SWNW							
				NWSE										
		15		SENE										

Total Acres: 369

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.51 CFS. COMBINED RIGHT NOS.: 34-02491E, 34-00796, 34-07075 AND 34-02277. THE APPROPRIATOR IS ENTITLED TO THE AMOUNT OF WATER DESCRIBED ABOVE FOR STOCKWATER PURPOSES AT A POINT OF MEASUREMENT IN T03N, R27E, S05, NWNWNW.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00796, 34-02277, 34-02491E, 34-04002 AND 34-07075. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 77 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
5. 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.
6. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
7. THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 34-00031 AND 34-00648. WATER IS DELIVERED THROUGH ARCO CANAL. STOCKWATER FOR 800 HEAD OF RANGE CATTLE

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 9.51

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2491E

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET TRUST ORGANIZATION C/O ARTHUR W QUIST MGR 2272 N 2900 W ARCO, ID 83213 2085273107
Original Owner	ARCO TRACT ASSN ARCO, ID 83213 2085273229

Priority Date: 05/08/1944

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG LOST RIVER	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	3.952 CFS	
Total Diversion			3.952 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER|NWNWNW|Sec. 26|Township 04N|Range 26E|BUTTE County

IRRIGATION Use:

Acre Limit: 180

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>

03N	27E	8	NENE	21	NWNE	38	SENE	35
			SWNW	35	SENE	30		
			NESW	39	NWSW	32		
			NESE	39	NWSE	27		
		9	NWNW	33	SWNW	19		
			NESW	21				

Total Acres: 369

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.51 CFS. COMBINED RIGHT NOS.: 34-00796, 34-10484, 34-02277, AND 34-07075.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00796, 34-10484, 34-02277, 34-04002 AND 34-07075. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 180 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. 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.
5. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
6. WATER IS DELIVERED THROUGH ARCO CANAL.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 9.51

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-796

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET TRUST ORGANIZATION C/O ARTHUR W QUIST MGR 2272 N 2900 W ARCO, ID 83213 2085273107

Original Owner: BLAINE STEWART

Original Owner: GEORGE E WALKER
, IDOriginal Owner: ARTHUR LARRY QUIST
2272 N 2900 W
ARCO, ID 83213

Priority Date: 06/01/1898

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG LOST RIVER	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	1.6 CFS	
STOCKWATER	1/01	12/31	0.14 CFS	
Total Diversion			1.6 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER|NWNWNW|Sec. 26|Township 04N|Range 26E|BUTTE County

IRRIGATION Use:

Acre Limit: 80

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	8		NENE	21		NWNE	38		SENE	35			
				SWNW	35		SENE	30						
				NESW	39		NWSW	32						
				NESE	39		NWSE	27						
		9		NWNW	33		SWNW	19						
				NESW	21									

Place of Use Legal Description: STOCKWATER same as IRRIGATION

Total Acres: 369

Conditions of Approval:

1. 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.
2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.51 CFS. COMBINED RIGHT NOS.: 34-02277, 34-02491E, 34-10484 AND 34-07075.
4. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-02277, 34-02491E, 34-04002, 34-10484 AND 34-07075. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 80 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5. 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.
6. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
7. WATER IS DELIVERED THROUGH ARCO CANAL.
8. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 9.51

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-7075

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET TRUST ORGANIZATION C/O ARTHUR W QUIST MGR 2272 N 2900 W ARCO, ID 83213 2085273107
Attorney	RIGBY ANDRUS & MOELLER CHTD PO BOX 250 REXBURG, ID 83440 2083563633
Original Owner	ARTHUR W QUIST RT 1 BOX 54 ARCO, ID 83213

Priority Date: 08/18/1974

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/15	10/15	7.07 CFS	
Total Diversion			7.07 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESENW	Sec. 03	Township 04N	Range 26E	BUTTE County
GROUND WATER Injection	NWNWNW	Sec. 26	Township 04N	Range 26E	BUTTE County
GROUND WATER Rediversion	NWNWNW	Sec. 26	Township 04N	Range 26E	BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	8		NENE	21		NWNE	38		SENE	35			
				SWNW	35		SENE	30						
				NESW	39		NWSW	32						
				NESE	39		NWSE	27						
		9		NWNW	33		SWNW	19						
				NESW	21									

Total Acres: 369

Conditions of Approval:

1. POINT OF INJECTION INTO AND REDIVERSION FROM THE BIG LOST RIVER.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-02277 IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1291.5 AF. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.51 CFS. COMBINED RIGHT NOS.: 34-02491E, 34-00796, 34-10484 AND 34-02277. THIS RIGHT AND RIGHT NO. 34-07181 ARE LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 7.07 CFS.
3. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
4. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-02491E, 34-00796, 34-10484, 34-02277 AND 34-04002.
5. 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.
6. WATER IS DELIVERED THROUGH THE ISLAND DITCH AND THE ARCO CANAL. RIGHT NO. 34-07181 IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Permit Proof Due Date: 10/1/1979

Permit Proof Made Date: 10/11/1979

Permit Approved Date: 10/9/1974

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date: 08/09/1974

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit: 1291.5

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2277

Owner Type	Name and Address
Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
Original Owner	BLAINE A QUIST ARCO, ID

Priority Date: 10/03/1946

Basis: Decreed

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	2 CFS	
Total Diversion			2 CFS	

Location of Point(s) of Diversion:

GROUND WATER | NWSWNW | Sec. 08 | Township 03N | Range 27E | BUTTE County

IRRIGATION Use:

Acre Limit: 110

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	8		NENE	11		NWNE	38		SENE	35			
				SWNW	35		SENE	30						
				NESW	39		NWSW	32						

NESE 39

NWSE 27

Total Acres: 286

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 34-07075 IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1291.5 AF. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.51 CFS.: COMBINED RIGHT NOS.: 34-02491E, 34-00796, 34-10484, AND 34-07075.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-02491E, 34-00796, 34-10484, 34-04002 AND 34-07075. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 110 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit: 1291.5

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-4002

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
Original Owner	ARTHUR W QUIST RT 1 BOX 203 ARCO, ID 83213

Priority Date: 07/08/1954

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	BIG LOST RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION STORAGE	5/01	10/15		5 AFA
IRRIGATION FROM STORAGE	5/01	10/15		5 AFA
STOCKWATER STORAGE	1/01	12/31		2.69 AFA
STOCKWATER FROM STORAGE	1/01	12/31		2.69 AFA
Total Diversion				5 AFA

Location of Point(s) of Diversion:

WASTE WATER|SESENW|Sec. 08|Township 03N|Range 27E|BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FROM STORAGE BUTTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	27E	8		NENE	11		NWNE	38		SENE	35			
				SWNW	35		SENE	30						

NESW	39
NESE	39

NWSW	32
NWSE	27

Place of Use Legal Description: STOCKWATER FROM STORAGE same as IRRIGATION FROM STORAGE

Total Acres: 286

Conditions of Approval:

1. THE PERIOD OF USE FOR IRRIGATION FROM STORAGE AND DIVERSION TO STORAGE 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.
2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 369 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-07075, 34-10484, 34-00796, 34-02491E, AND 34-02277.
4. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
5. 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.
6. STOCKWATER FOR 175 TO 200 RANGE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 369
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-187A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
Original Owner	PETER C MONSON
Original Owner	DARLINGTON LAND & IRRIGATION CO LTD US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL DENVER, CO 80294 3038441353
Original Owner	I W BOYER US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL ARCO, ID
Original Owner	US DEPT OF AGRICULTURE FARMERS HOME ADMINISTRATION 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650
Original Owner	UNITED STATES OF AMERICA ACTING THROUGH USDA FARM SERVICE AGENCY 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650

Priority Date: 05/10/1897

Basis: Decreed

Status: Active

Source | Tributary
BIG LOST RIVER | SINKS

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	5/01	10/15	1.74 CFS	
Total Diversion			1.74 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER | NWNWNW | Sec. 26 | Township 04N | Range 26E | BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	9		SWNW 12										
				NESW 9			NWSW 38			SWSW 25				

Total Acres: 84

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.36 CFS. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-02491G AND 34-02480B.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-02491G AND 34-02480B.
4. 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.
5. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 84

Combined Volume Limit:

Combined Rate Limit: 3.36

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-195D

<u>Owner Type</u>	<u>Name and Address</u>
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Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
---------------	---

Original Owner	PETER C MONSON
----------------	----------------

Original Owner	DARLINGTON LAND & IRRIGATION CO LTD US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL DENVER, CO 80294 3038441353
----------------	---

Original Owner	I W BOYER US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL ARCO, ID
----------------	---

Original Owner	US DEPT OF AGRICULTURE FARMERS HOME ADMINISTRATION 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650
----------------	--

Priority Date: 06/01/1888

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
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BIG LOST RIVER	SINKS
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<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
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IRRIGATION	5/01	10/15	0.33 CFS	
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Total Diversion | 0.33 CFS

Location of Point(s) of Diversion:

BIG LOST RIVER | NWNWNW | Sec. 26 | Township 04N | Range 26E | BUTTE County

IRRIGATION Use:

Acre Limit: 16.5

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	9		SWNW	12									
				NESW	9		NWSW	38		SWSW	25			

Total Acres: 84

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.36 CFS. COMBINED RIGHT NOS.: 34-00187A, 34-00196C, 34-02491G AND 34-02480B.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00187A, 34-00196C, 34-02491G AND 34-02480B. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 16.5 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. 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.
5. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 84

Combined Volume Limit:

Combined Rate Limit: 3.36

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-196C

<u>Owner Type</u>	<u>Name and Address</u>
-------------------	-------------------------

Current Owner	SUNSET FARM & RANCH LLC
---------------	-------------------------

1450 W HIGHWAY 24

PAUL, ID 83347-8666

Original Owner	PETER C MONSON
----------------	----------------

Original Owner	DARLINGTON LAND & IRRIGATION CO LTD
----------------	-------------------------------------

US DEPT OF JUSTICE

INDIAN RES SEC LAND & NATURAL RESOURCE

1961 STOUT ST 8TH FL

DENVER, CO 80294

3038441353

Original Owner	I W BOYER
----------------	-----------

US DEPT OF JUSTICE

INDIAN RES SEC LAND & NATURAL RESOURCE

1961 STOUT ST 8TH FL

ARCO, ID

Original Owner	US DEPT OF AGRICULTURE
----------------	------------------------

FARMERS HOME ADMINISTRATION

9173 W BARNES STE B

BOISE, ID 83709-1555

2083785650

Original Owner	UNITED STATES OF AMERICA ACTING THROUGH
----------------	---

USDA FARM SERVICE AGENCY

9173 W BARNES STE B

BOISE, ID 83709-1555

2083785650

Priority Date: 09/01/1896

Basis: Decreed

Status: Active

Source Tributary
BIG LOST RIVER SINKS

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	5/01	10/15	0.13 CFS	
Total Diversion			0.13 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER | NWNWNW | Sec. 26 | Township 04N | Range 26E | BUTTE County

IRRIGATION Use:

Acre Limit: 6.5

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03N	27E	9		SWNW 12										
				NESW 9			NWSW 38			SWSW 25				

Total Acres: 84

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.36 CFS. COMBINED RIGHT NOS.: 34-00195D, 34-00187A, 34-02491G AND 34-02480B.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00195D, 34-00187A, 34-02491G AND 34-02480B. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 6.5 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. 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.
5. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 84

Combined Volume Limit:

Combined Rate Limit: 3.36

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2480B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
Original Owner	PETER C MONSON
Original Owner	GLEN L PETERSON US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL DENVER, CO 80294 3038441353
Original Owner	FRED H BOYER US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL ARCO, ID 83213
Original Owner	US DEPT OF AGRICULTURE FARMERS HOME ADMINISTRATION 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650
Original Owner	UNITED STATES OF AMERICA ACTING THROUGH USDA FARM SERVICE AGENCY 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650

Priority Date: 09/11/1966

Basis: Decreed

Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	2 CFS	252 AFA
Total Diversion			2 CFS	252 AFA

Location of Point(s) of Diversion:

GROUND WATER | NENESW | Sec. 25 | Township 04N | Range 26E | BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	27E	9		SWNW 12										
				NESW 9			NWSW 38			SWSW 25				

Total Acres: 84

Conditions of Approval:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.36 CFS. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-02491G AND 34-00187A.
2. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-02491G AND 34-00187A.
3. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 84

Combined Volume Limit:

Combined Rate Limit: 3.36

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

IDAHO Department of Water Resources



WATER RIGHT REPORT

11/6/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2491G

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SUNSET FARM & RANCH LLC 1450 W HIGHWAY 24 PAUL, ID 83347-8666
Original Owner	PETER C MONSON US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL DENVER, CO 80294 3038441353
Original Owner	ARCO TRACT ASSN US DEPT OF JUSTICE INDIAN RES SEC LAND & NATURAL RESOURCE 1961 STOUT ST 8TH FL ARCO, ID 83213 2085273229
Original Owner	US DEPT OF AGRICULTURE FARMERS HOME ADMINISTRATION 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650
Original Owner	UNITED STATES OF AMERICA ACTING THROUGH USDA FARM SERVICE AGENCY 9173 W BARNES STE B BOISE, ID 83709-1555 2083785650

Priority Date: 05/08/1944

Basis: Decreed

Status: Active

Source Tributary
BIG LOST RIVER SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	1.16 CFS	
Total Diversion			1.16 CFS	

Location of Point(s) of Diversion:

BIG LOST RIVER|NWNWNW|Sec. 26|Township 04N|Range 26E|BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	27E	9		SWNW	12									
				NESW	9		NWSW	38		SWSW	25			

Total Acres: 84

Conditions of Approval:

1. 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.
2. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.36 CFS. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-00187A AND 34-02480B.
3. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 84 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-00195D, 34-00196C, 34-00187A AND 34-02480B.
4. 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.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 84

Combined Volume Limit:

Combined Rate Limit: 3.36

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Attachment No. 4

Power of Attorney

[Search again](#)**Results (as of 10/30/19)****Robert Lynn Harris****Status**

Active

Admittance Date

09/30/2004

Firm

Holden, Kidwell, Hahn & Crapo, PLLC

Mailing Address

PO Box 50130

Idaho Falls, ID 83405

Phone

(208) 523-0620

Phone Ext**Fax**

(208) 523-9518

Bar Email Address

rharris@holdenlegal.com

Website Address

www.holdenlegal.com

Court eService Email

efiling@holdenlegal.com

Need a correction?

Is something not correct? Please use the [Address Change Form](#)

The information above is based on the Idaho State Bar records as of the date listed above. To send us an update on your own listing, please use the online [Address Change Form](#) or send an email to the Licensing Department. Please notify the Licensing Department if you find that another attorney's information is incorrect. Questions on attorney status and good standing should also be directed to the Licensing Department at (208) 334-4500.

Attachment No. 5

ESPA Analysis and Mitigation Plan

MODELING EXPLANATION

The water right associated with the Middle Well (WR 34-2480B) is being amended to be authorized to be diverted from the North Well and the South Well. While the actual operation of the North Well and South Well is not known, it is estimated that the South Well will be used 80% of the time while the North Well will be used 20% of the time. The determination of actual operation of the wells will depend upon a variety of operational factors based on the current water conditions, conveyance loss allocation in the Big Lost River Irrigation District system, etc.

Two model runs were performed, the first where 20% of WR 34-2480B is moved to the North Well, and the second where 80% of the same water right is moved to the South Well. The model run outputs were then combined. The summary of these model runs is the first attachment, and the results conclude that no mitigation is required. The second attachment is the map showing the well locations and model cells that were used in the model. The third attachment contains the model run documents for the North Well. The fourth attachment contains the model run documents for the South Well.

MODELING SUMMARY

**Steady State Summary of Modified Stream Depletions Following Transfer(s)
Impact by Reach (AF/Trimester)**

	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
1	0.1	0.3	0.8	2.4	0.1	0.3	0.3	0.1	0.1	0.1	0.0
2	0.0	-0.1	-0.2	-0.5	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Summary:	0.0	-0.1	-0.2	1.9	0.0	-0.1	-0.1	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: **SUM 3020**

Match 183 Match: 456

	AIR	HIS	SINB	NBIN	NIM	DWIB	BITS	TS	TSIM	M	MIB
Preexisting Effects @ SS (Last Time Step):	0.21	0.63	1.88	5.87	0.21	1.03	1.18	0.52	0.33	0.30	0.02
Steady State - Value of Dep. @ Last Time Step:	0.19	0.57	1.71	5.37	0.19	0.95	1.08	0.48	0.30	0.28	0.02
Preexisting Effects @ Transient State (Max Value Time Step):	0.21	0.63	1.88	5.87	0.21	1.03	1.18	0.52	0.33	0.30	0.02
Transient State - Max. Value of Dep After Transfer:	0.19	0.57	1.71	5.37	0.19	0.95	1.08	0.48	0.30	0.28	0.02
Steady State Change:	-0.02	-0.06	-0.16	-0.50	0.02	-0.08	-0.10	-0.04	-0.03	-0.03	0.00
Transient State Change:	-0.02	-0.06	0.16	-0.50	-0.02	-0.09	-0.10	-0.04	-0.03	-0.03	0.00

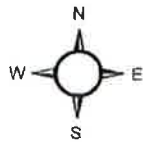
Enter First Time Step of Transfer: **SUM 2020**

Match: 163 Match: 456

	AIR	HIS	SINB	NBIN	NIM	DWIB	BITS	TS	TSIM	M	MIB
Preexisting Effects @ SS (Last Time Step)	0.96	2.52	7.50	23.50	0.83	4.14	4.71	2.09	1.32	1.21	0.08
Steady State - Value of Dep. @ Last Time Step	0.96	2.80	8.28	25.88	0.89	4.39	5.00	2.22	1.40	1.28	0.08
Preexisting Effects @ Transient State (Max Value Timestep)	0.86	2.52	7.50	23.50	0.83	4.14	4.71	2.09	1.32	1.21	0.08
Transient State - Max. Value of Dep. After Transfer	0.96	2.80	8.28	25.88	0.89	4.39	5.00	2.22	1.40	1.28	0.08
Steady State Change:	0.10	0.28	0.77	2.38	0.06	0.26	0.29	0.13	0.08	0.07	0.00
Transient State Change:	0.10	0.28	0.77	2.38	0.06	0.26	0.29	0.13	0.08	0.07	0.00

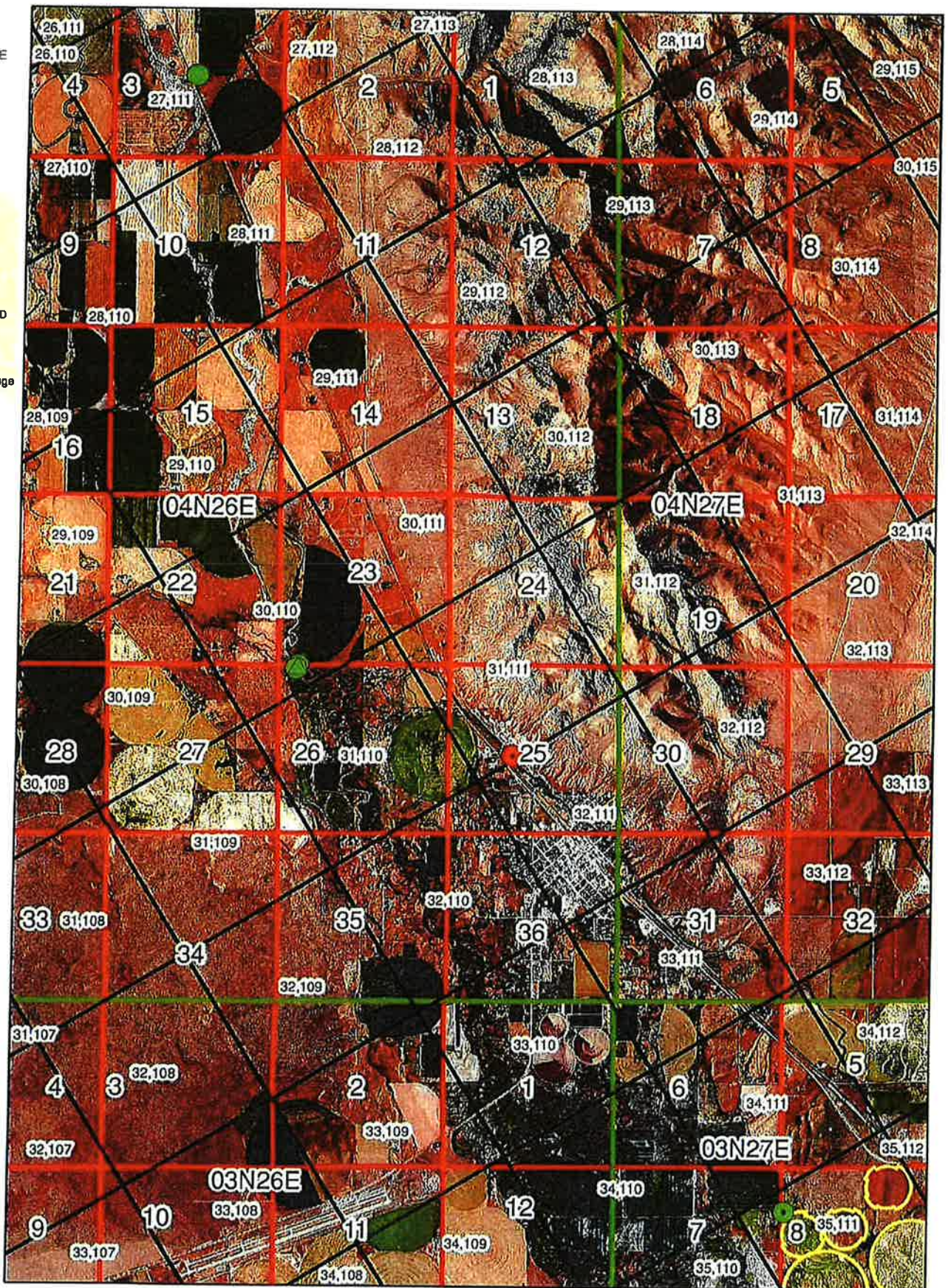
MODELING MAP

SUNSET FARM & RANCH LLC TRANSFER



Legend

- North Well
- South Well
- ▲ Arco Diversion
- Middle Well POD
- modelgrid
- PPOU
- Township & Range
- Section



Prepared by:
Robert L. Harris
Nov. 5, 2019

0 3,400 6,800 13,600 Feet

83745

Exhibit 01 Page 55

NORTH WELL MODELING DOCUMENTS

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

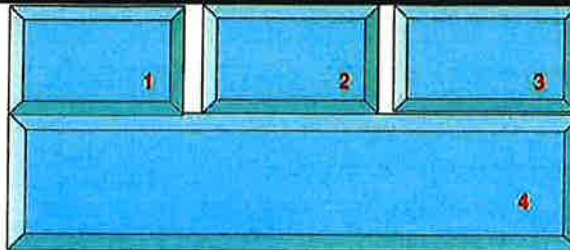
ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR 1966
SEASON SUMMER

TRANSFER NO:

TRANSFER NAME:

Sunset



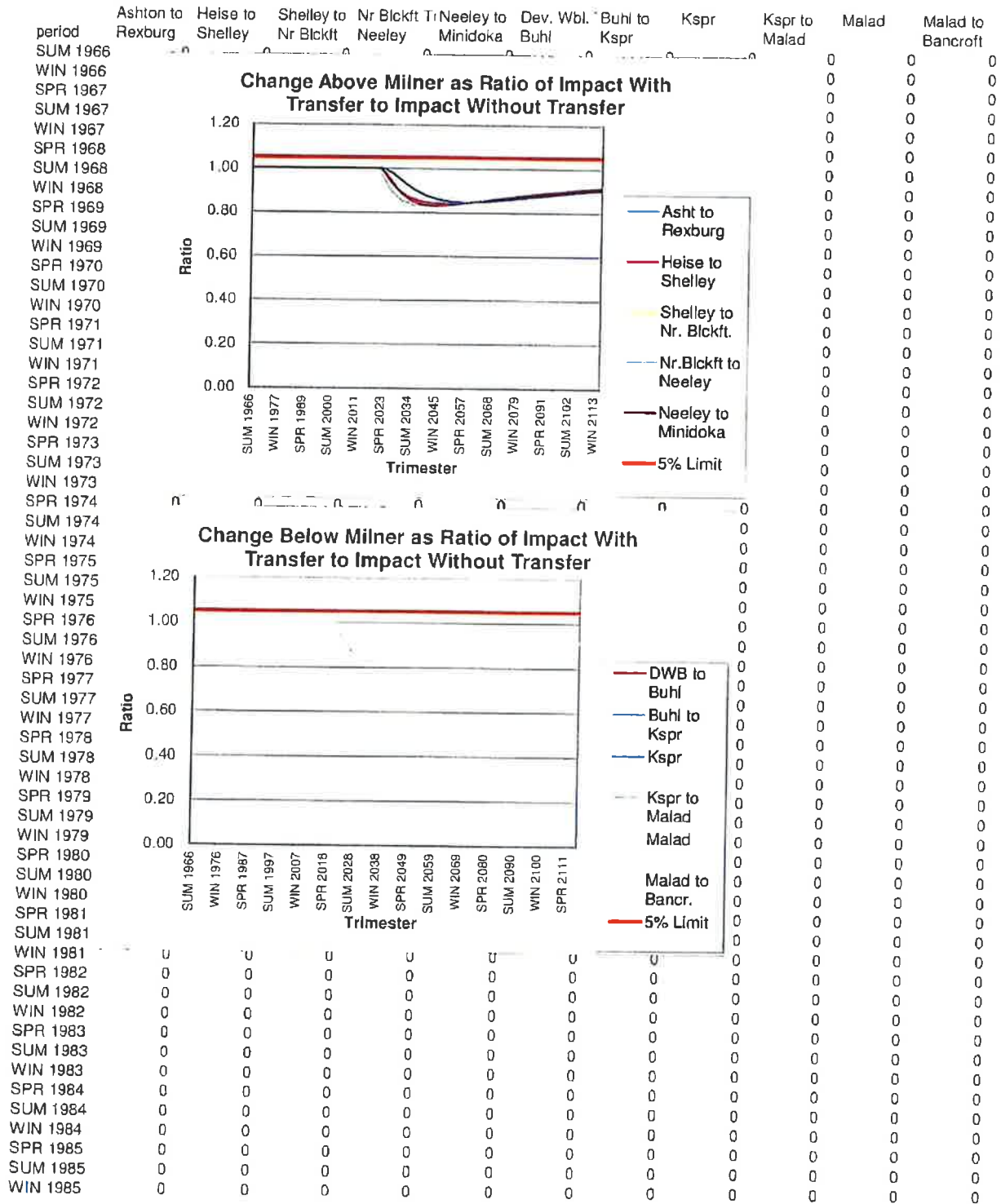
ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	27	31		
COLUMN	111	111		

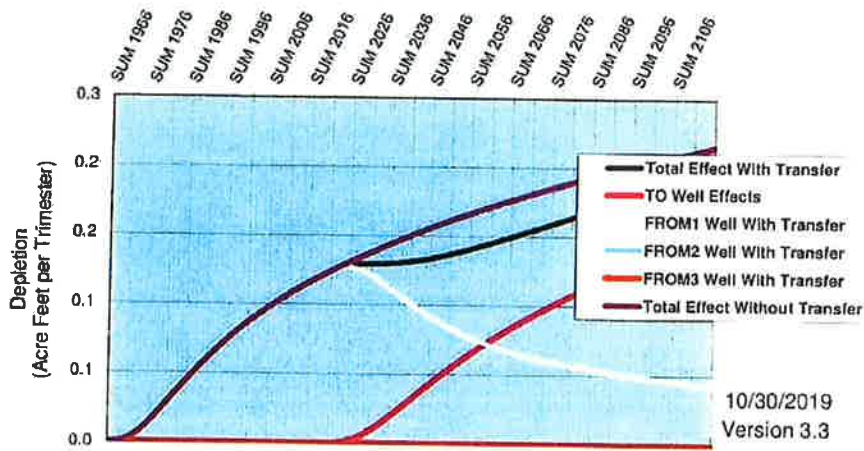
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1966	0	17	17	0	0	0	0
WIN 1966	0	17	17	0	0	0	0
SPR 1967	0	17	17	0	0	0	0
SUM 1967	0	17	17	0	0	0	0
WIN 1967	0	17	17	0	0	0	0
SPR 1968	0	17	17	0	0	0	0
SUM 1968	0	17	17	0	0	0	0
WIN 1968	0	17	17	0	0	0	0
SPR 1969	0	17	17	0	0	0	0
SUM 1969	0	17	17	0	0	0	0
WIN 1969	0	17	17	0	0	0	0
SPR 1970	0	17	17	0	0	0	0
SUM 1970	0	17	17	0	0	0	0
WIN 1970	0	17	17	0	0	0	0
SPR 1971	0	17	17	0	0	0	0
SUM 1971	0	17	17	0	0	0	0
WIN 1971	0	17	17	0	0	0	0
SPR 1972	0	17	17	0	0	0	0
SUM 1972	0	17	17	0	0	0	0
WIN 1972	0	17	17	0	0	0	0
SPR 1973	0	17	17	0	0	0	0
SUM 1973	0	17	17	0	0	0	0
WIN 1973	0	17	17	0	0	0	0
SPR 1974	0	17	17	0	0	0	0
SUM 1974	0	17	17	0	0	0	0
WIN 1974	0	17	17	0	0	0	0
SPR 1975	0	17	17	0	0	0	0
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WIN 1975	0	17	17	0	0	0	0
SPR 1976	0	17	17	0	0	0	0
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WIN 1976	0	17	17	0	0	0	0
SPR 1977	0	17	17	0	0	0	0
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WIN 1977	0	17	17	0	0	0	0
SPR 1978	0	17	17	0	0	0	0
SUM 1978	0	17	17	0	0	0	0
WIN 1978	0	17	17	0	0	0	0
SPR 1979	0	17	17	0	0	0	0

SPR 2003	0	17	17	0	0	0	0
SUM 2003	0	17	17	0	0	0	0
WIN 2003	0	17	17	0	0	0	0
SPR 2004	0	17	17	0	0	0	0
SUM 2004	0	17	17	0	0	0	0
WIN 2004	0	17	17	0	0	0	0
SPR 2005	0	17	17	0	0	0	0
SUM 2005	0	17	17	0	0	0	0
WIN 2005	0	17	17	0	0	0	0
SPR 2006	0	17	17	0	0	0	0
SUM 2006	0	17	17	0	0	0	0
WIN 2006	0	17	17	0	0	0	0
SPR 2007	0	17	17	0	0	0	0
SUM 2007	0	17	17	0	0	0	0
WIN 2007	0	17	17	0	0	0	0
SPR 2008	0	17	17	0	0	0	0
SUM 2008	0	17	17	0	0	0	0
WIN 2008	0	17	17	0	0	0	0
SPR 2009	0	17	17	0	0	0	0
SUM 2009	0	17	17	0	0	0	0
WIN 2009	0	17	17	0	0	0	0
SPR 2010	0	17	17	0	0	0	0
SUM 2010	0	17	17	0	0	0	0
WIN 2010	0	17	17	0	0	0	0
SPR 2011	0	17	17	0	0	0	0
SUM 2011	0	17	17	0	0	0	0
WIN 2011	0	17	17	0	0	0	0
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SPR 2013	0	17	17	0	0	0	0
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WIN 2015	0	17	17	0	0	0	0
SPR 2016	0	17	17	0	0	0	0
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WIN 2016	0	17	17	0	0	0	0
SPR 2017	0	17	17	0	0	0	0
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WIN 2017	0	17	17	0	0	0	0
SPR 2018	0	17	17	0	0	0	0
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WIN 2018	0	17	17	0	0	0	0
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WIN 2019	0	17	17	0	0	0	0
SPR 2020	17	0	17	0	0	0	0
SUM 2020	17	0	17	0	0	0	0
WIN 2020	17	0	17	0	0	0	0
SPR 2021	17	0	17	0	0	0	0
SUM 2021	17	0	17	0	0	0	0
WIN 2021	17	0	17	0	0	0	0
SPR 2022	17	0	17	0	0	0	0
SUM 2022	17	0	17	0	0	0	0
WIN 2022	17	0	17	0	0	0	0
SPR 2023	17	0	17	0	0	0	0
SUM 2023	17	0	17	0	0	0	0
WIN 2023	17	0	17	0	0	0	0
SPR 2024	17	0	17	0	0	0	0
SUM 2024	17	0	17	0	0	0	0
WIN 2024	17	0	17	0	0	0	0
SPR 2025	17	0	17	0	0	0	0
SUM 2025	17	0	17	0	0	0	0
WIN 2025	17	0	17	0	0	0	0
SPR 2026	17	0	17	0	0	0	0
SUM 2026	17	0	17	0	0	0	0
WIN 2026	17	0	17	0	0	0	0

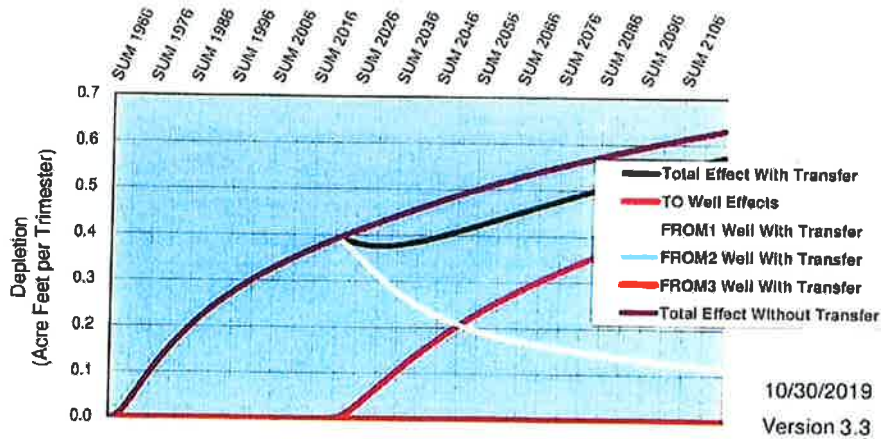
Net effect of transfer, acre feet



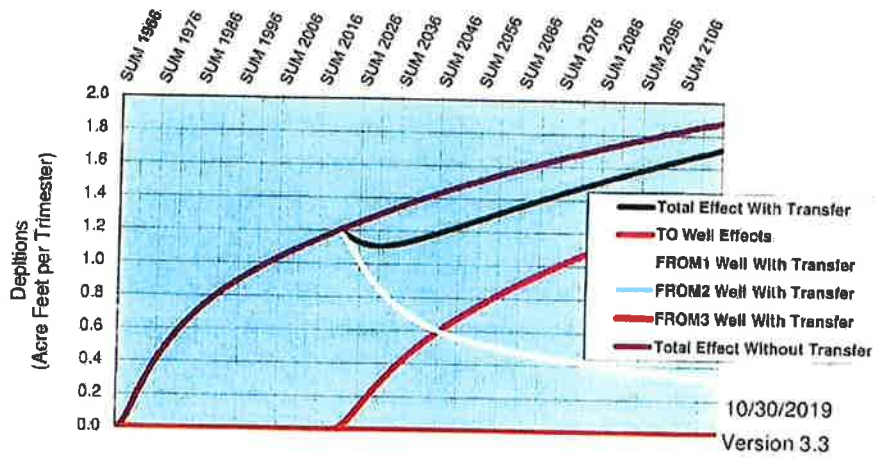
Hydrologic Response--Ashton to Rexburg
Customer Name: Sunset Transfer No:



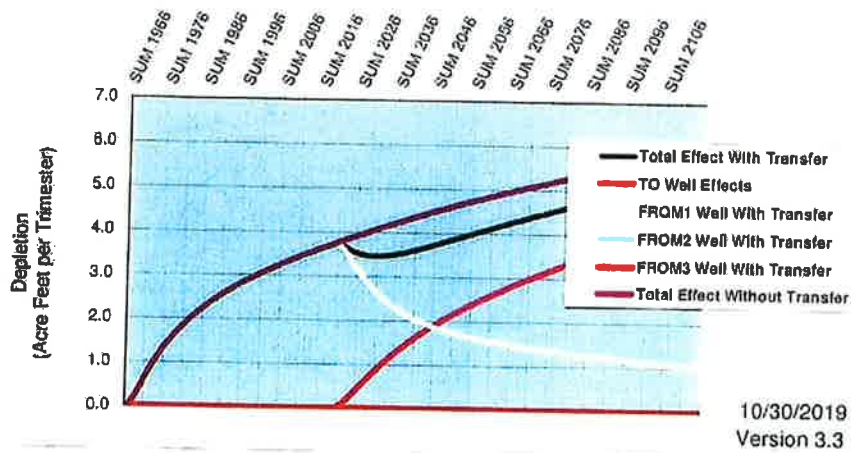
Hydrologic Response--Heise to Shelley
Customer Name: Sunset Transfer No:



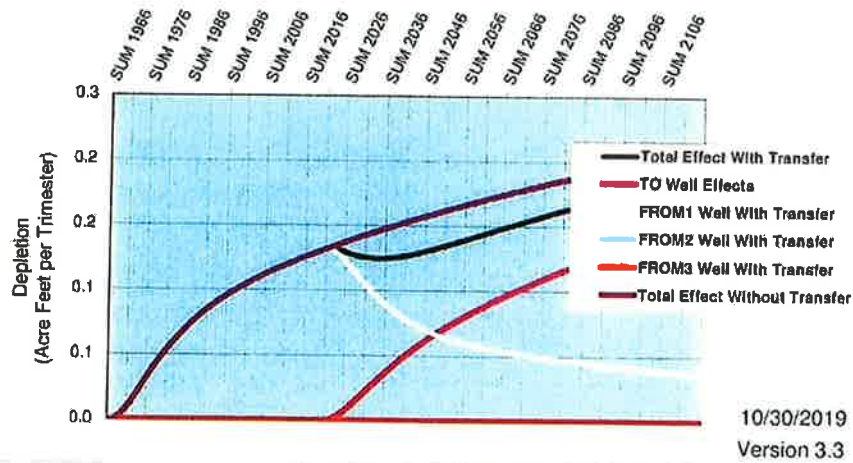
Hydrologic Response--Shelley to Near Blackfoot
Customer Name: **Sunset** Transfer No:



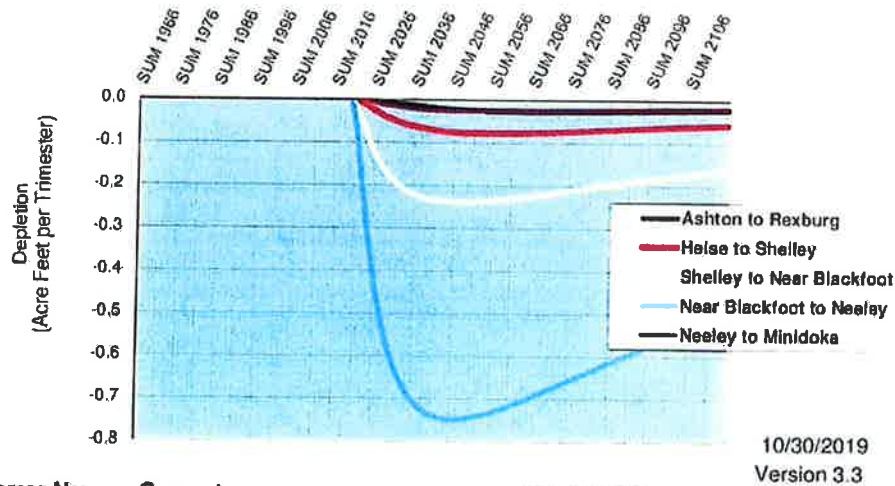
Hydrologic Response-- Near Blackfoot to Neeley
Customer Name: **Sunset** Transfer No:



Hydrologic Response-- Neeley to Minidoka
Customer Name: Sunset Transfer No:



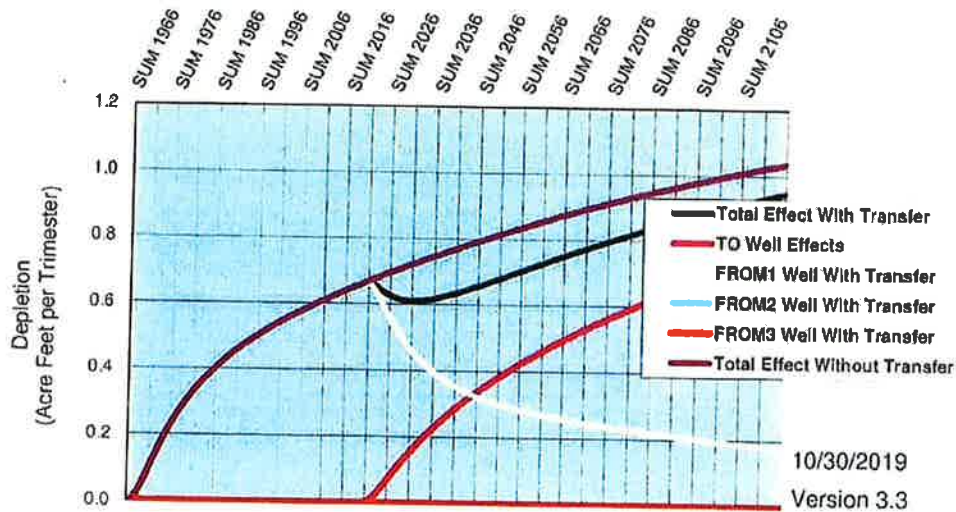
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



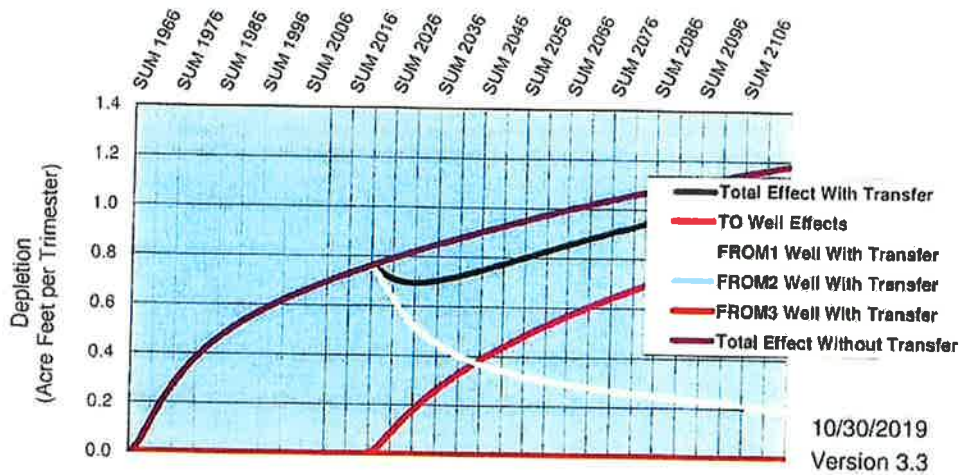
Customer Name: Sunset

Transfer No:

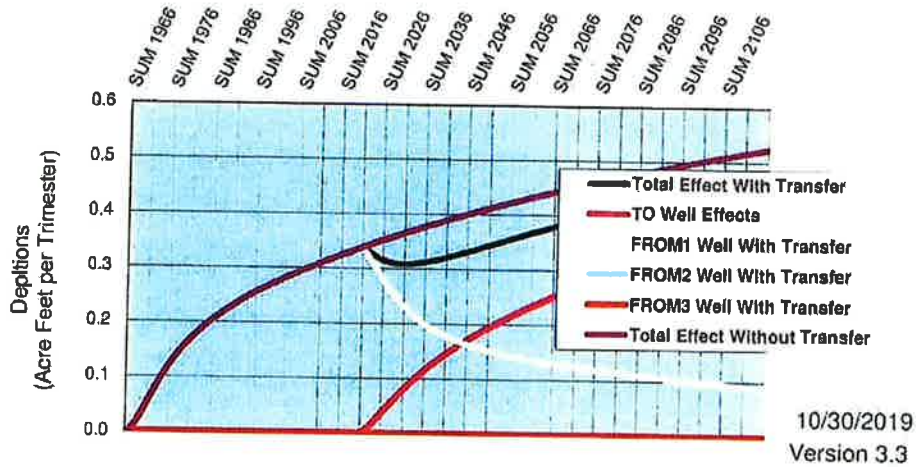
Hydrologic Response--Devil's Washbowl to Buhl
Customer Name: Sunset Transfer No:



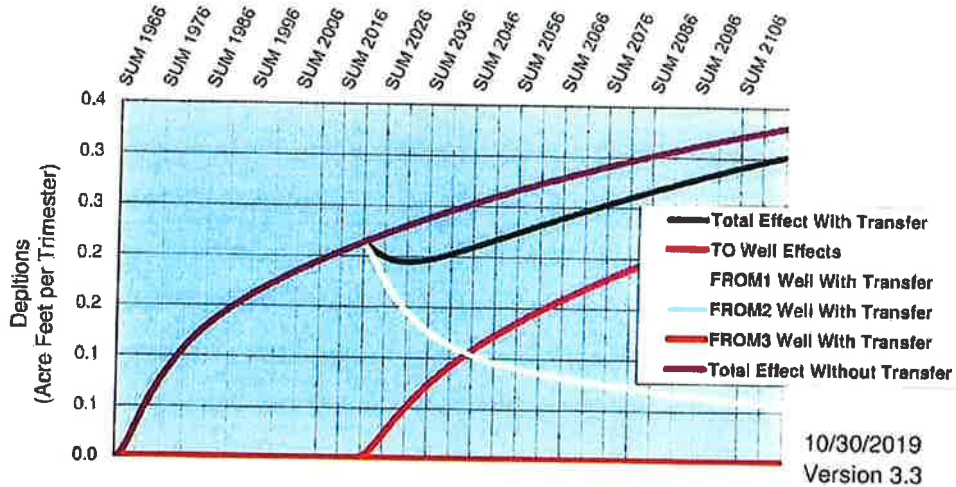
Hydrologic Response--Buhl to Thousand Springs
Customer Name: Sunset Transfer No:



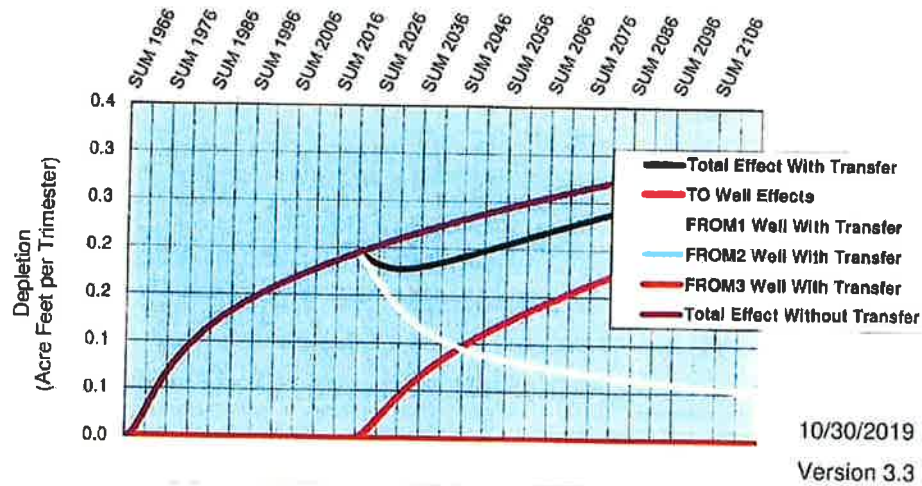
Hydrologic Response--Thousand Springs
Customer Name: Sunset Transfer No:



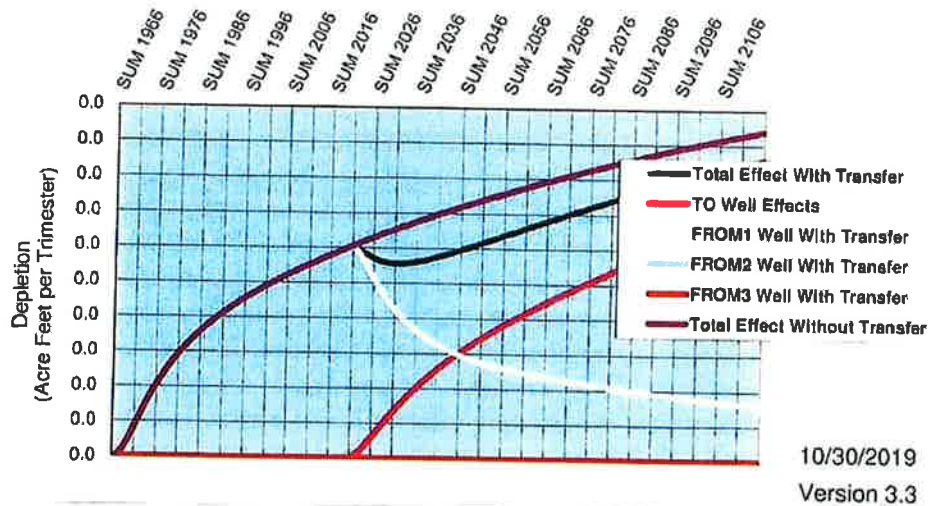
Hydrologic Response--Thousand Springs to Malad
Customer Name: Sunset Transfer No:



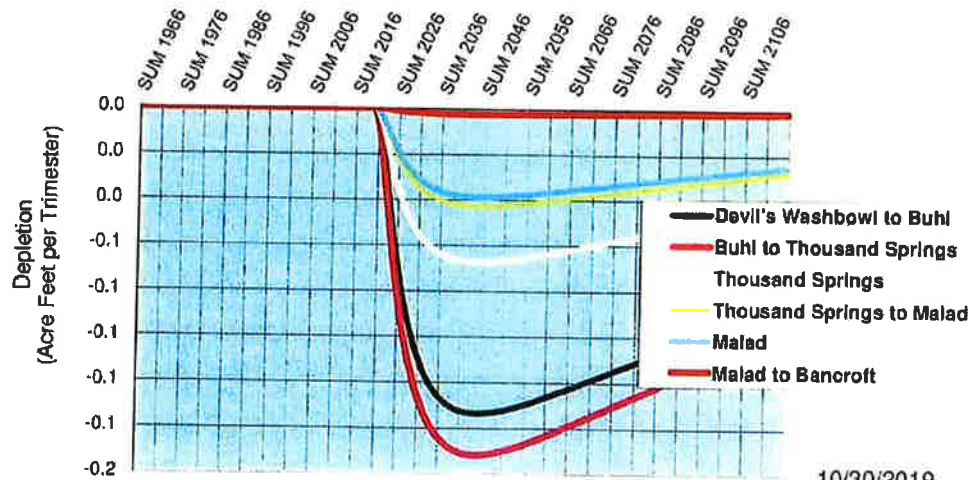
Hydrologic Response-- Malad
Customer Name: Sunset Transfer No:



Hydrologic Response-- Malad to Bancroft
Customer Name: Sunset Transfer No:



Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



10/30/2019
Version 3.3

Customer Name: **Sunset**

Transfer No:

SOUTH WELL MODELING DOCUMENTS

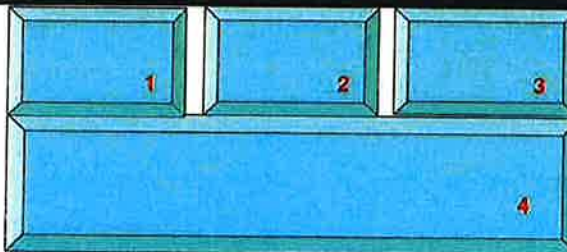
ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR: 1966
SEASON: SUMMER TRANSFER NO.:
TRANSFER NAME: Sunset



ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	35	31		
COLUMN	111	111		

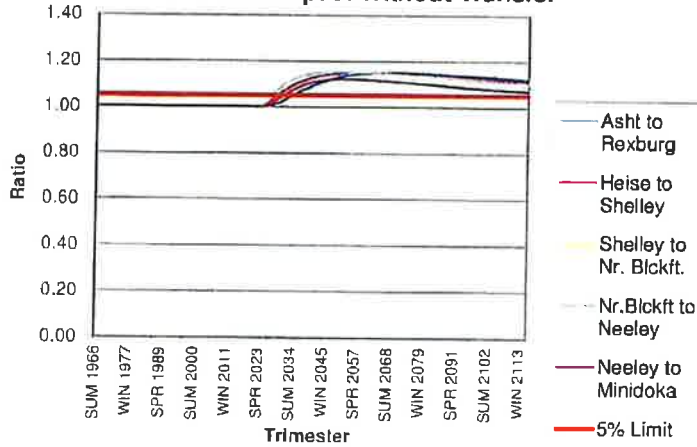
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1966	0	67	67	0	0	0	0
WIN 1966	0	67	67	0	0	0	0
SPR 1967	0	67	67	0	0	0	0
SUM 1967	0	67	67	0	0	0	0
WIN 1967	0	67	67	0	0	0	0
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SPR 1975	0	67	67	0	0	0	0
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WIN 1975	0	67	67	0	0	0	0
SPR 1976	0	67	67	0	0	0	0
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SPR 1978	0	67	67	0	0	0	0
SUM 1978	0	67	67	0	0	0	0
WIN 1978	0	67	67	0	0	0	0
SPR 1979	0	67	67	0	0	0	0

SPR 2003	0	67	67	0	0	0	0
SUM 2003	0	67	67	0	0	0	0
WIN 2003	0	67	67	0	0	0	0
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SPR 2021	67	0	67	0	0	0	0
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WIN 2021	67	0	67	0	0	0	0
SPR 2022	67	0	67	0	0	0	0
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WIN 2023	67	0	67	0	0	0	0
SPR 2024	67	0	67	0	0	0	0
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WIN 2024	67	0	67	0	0	0	0
SPR 2025	67	0	67	0	0	0	0
SUM 2025	67	0	67	0	0	0	0
WIN 2025	67	0	67	0	0	0	0
SPR 2026	67	0	67	0	0	0	0
SUM 2026	67	0	67	0	0	0	0
WIN 2026	67	0	67	0	0	0	0

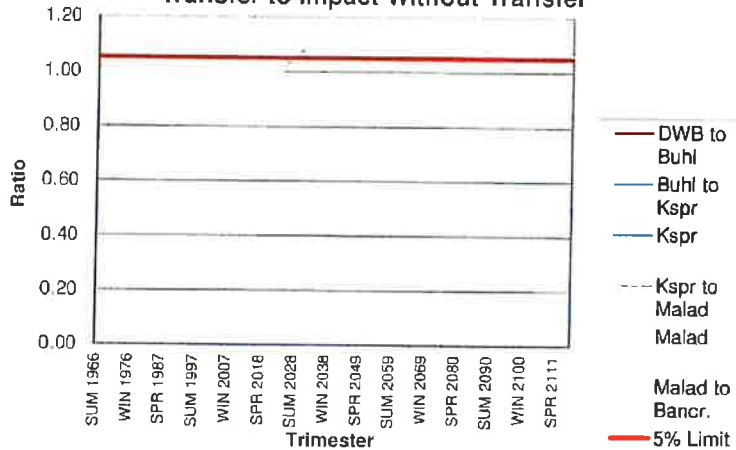
Net effect of transfer, acre feet

period	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft Neeley	Tr Neeley to Minidoka	Dev. Wbl. to Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
SUM 1966	0	0	0	0	0	0	0	0	0	0	0
WIN 1966	0	0	0	0	0	0	0	0	0	0	0
SPR 1967	0	0	0	0	0	0	0	0	0	0	0
SUM 1967	0	0	0	0	0	0	0	0	0	0	0
WIN 1967	0	0	0	0	0	0	0	0	0	0	0
SPR 1968	0	0	0	0	0	0	0	0	0	0	0
SUM 1968	0	0	0	0	0	0	0	0	0	0	0
WIN 1968	0	0	0	0	0	0	0	0	0	0	0
SPR 1969	0	0	0	0	0	0	0	0	0	0	0
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WIN 1969	0	0	0	0	0	0	0	0	0	0	0
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SPR 1971	0	0	0	0	0	0	0	0	0	0	0
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SPR 1972	0	0	0	0	0	0	0	0	0	0	0
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SPR 1973	0	0	0	0	0	0	0	0	0	0	0
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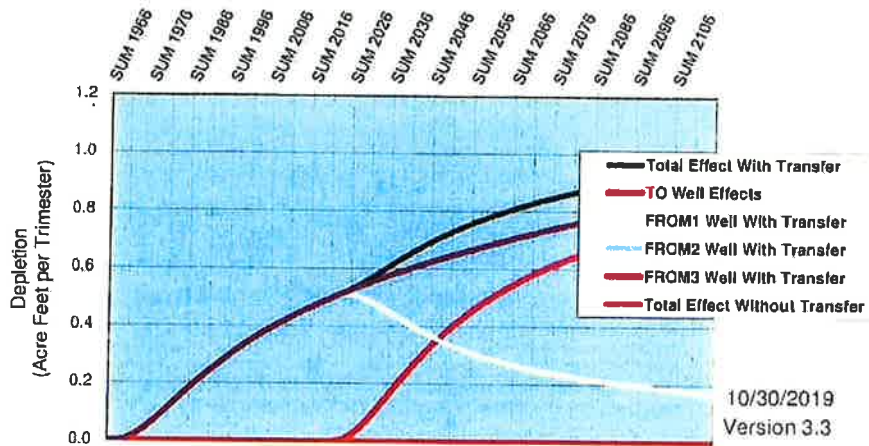
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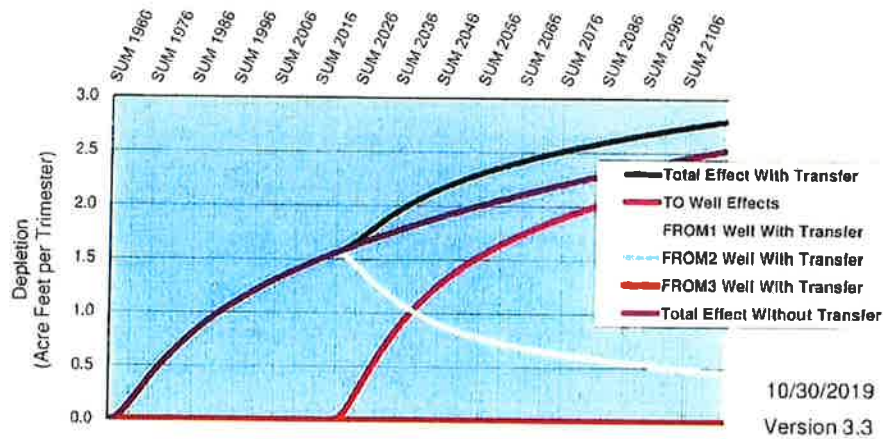
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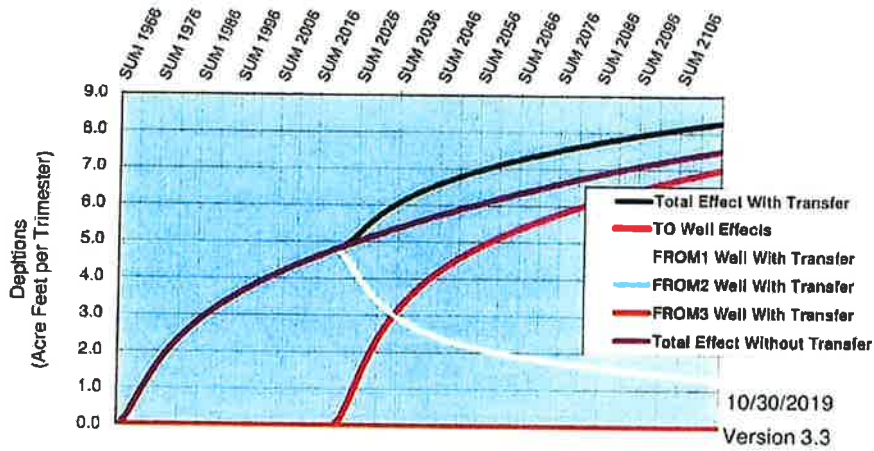
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Customer Name: Sunset Transfer No:



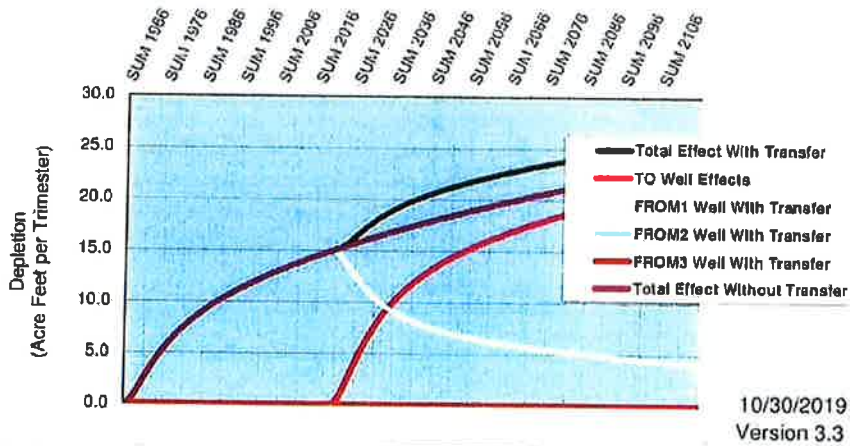
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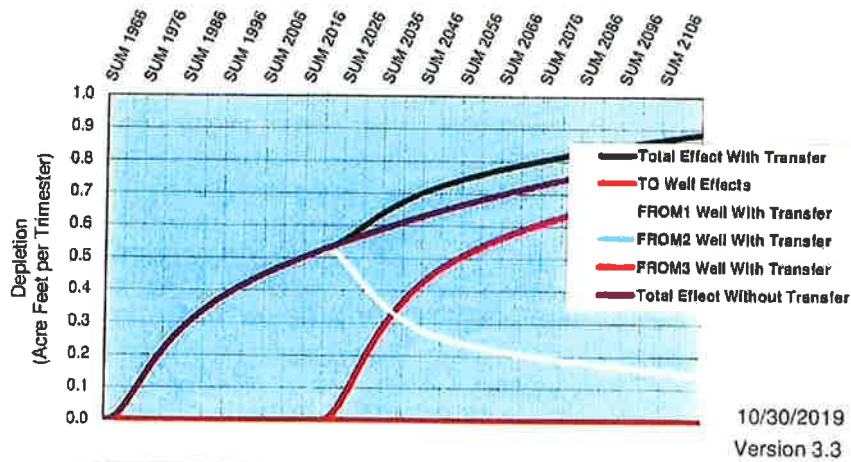
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Customer Name: **Sunset** Transfer No:



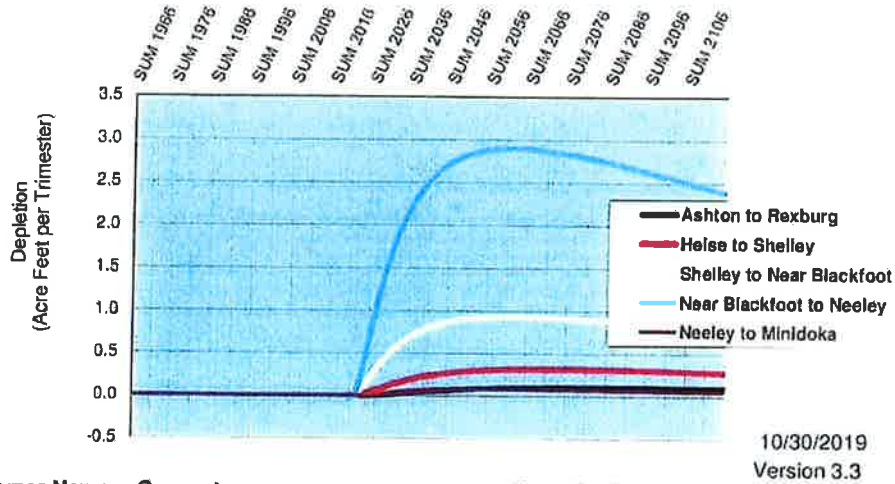
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Customer Name: **Sunset** Transfer No:



Hydrologic Response-- Neeley to Minidoka
Customer Name: Sunset Transfer No:



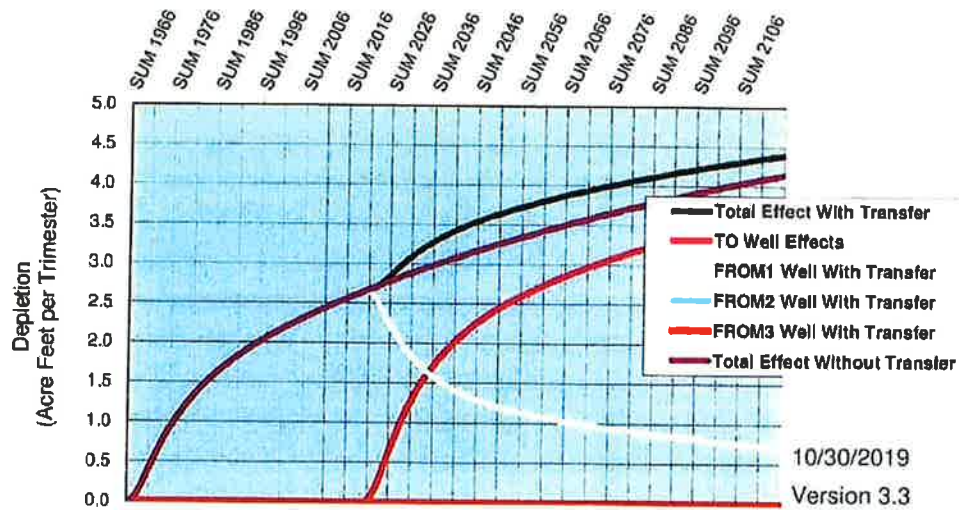
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(Total Effect With Transfer - Total Effect Without Transfer)



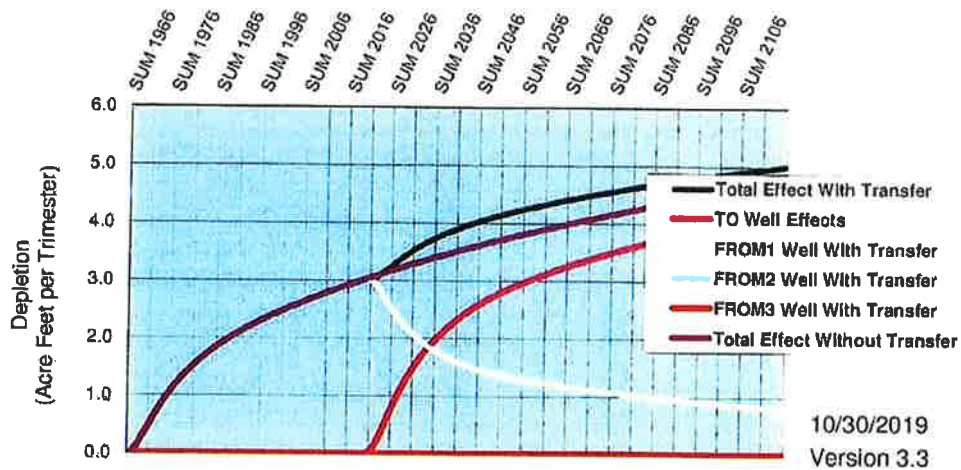
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Transfer No:

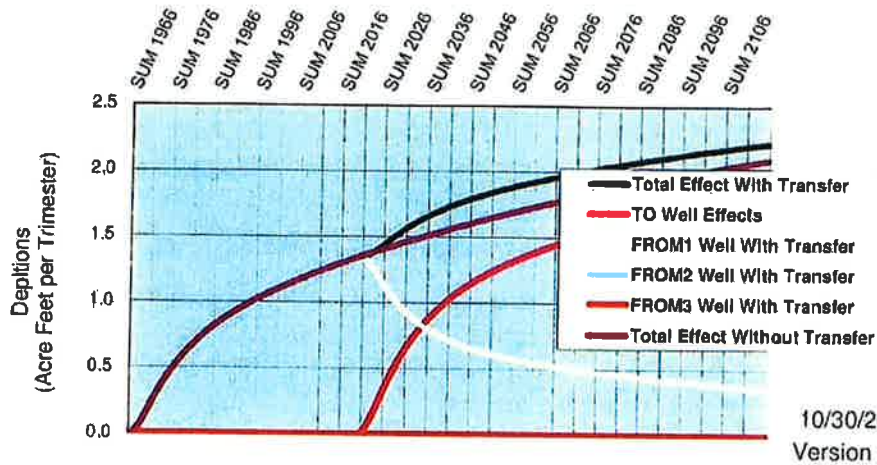
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Customer Name: **Sunset** Transfer No:



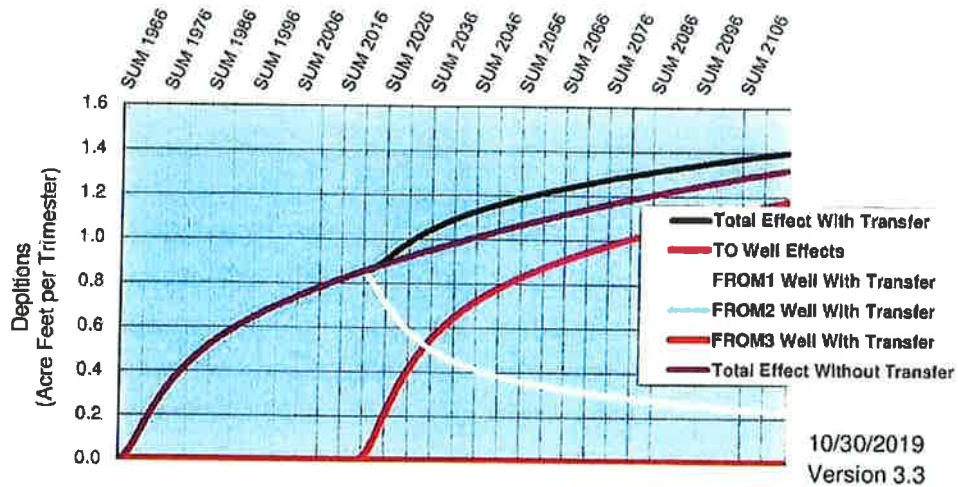
Hydrologic Response--Buhl to Thousand Springs
Customer Name: **Sunset** Transfer No:



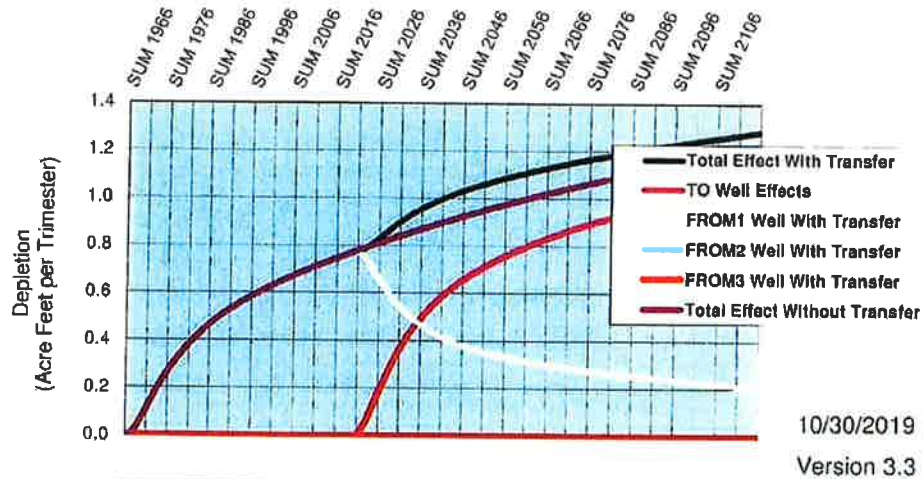
Hydrologic Response--Thousand Springs
Customer Name: Sunset Transfer No:



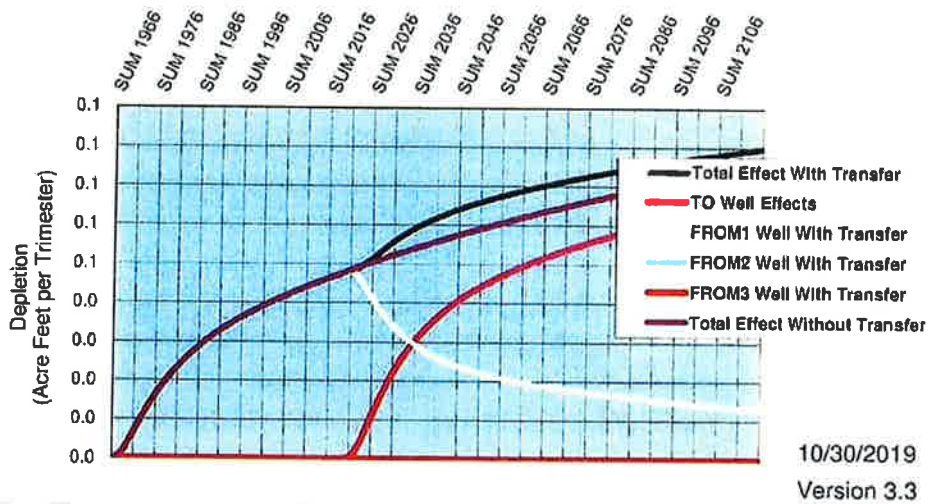
Hydrologic Response--Thousand Springs to Malad
Customer Name: Sunset Transfer No:



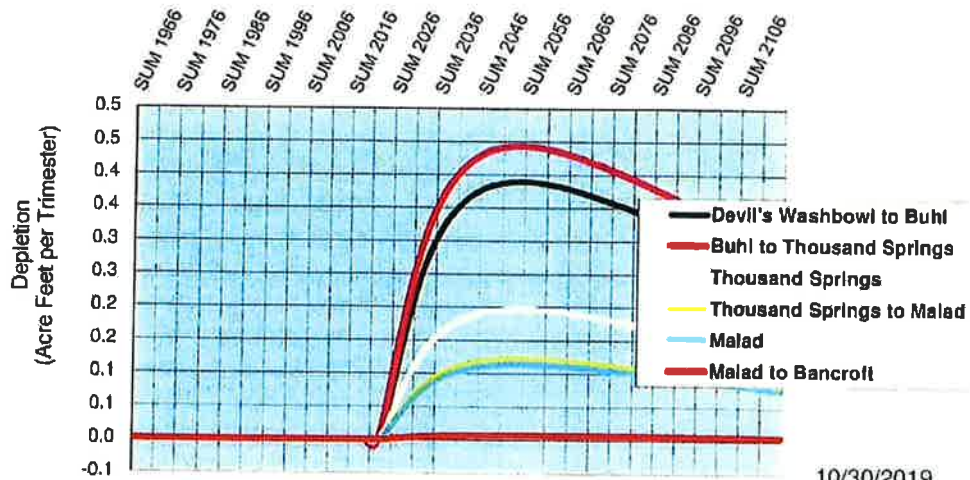
Hydrologic Response-- Malad
Customer Name: Sunset Transfer No:



Hydrologic Response-- Malad to Bancroft
Customer Name: Sunset Transfer No:



Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



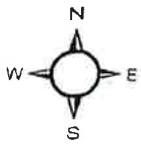
10/30/2019
Version 3.3

Customer Name: **Sunset**

Transfer No:

Attachment No. 7a Map

SUNSET FARM & RANCH LLC TRANSFER



Legend

- North Well
- South Well
- ▲ Arco Diversion
- ◆ Quist Pump #1
- Middle Well POD
- PPOU
- Township & Range
- Section
- Quarter quarters

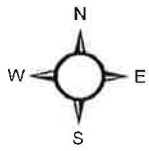


Prepared by:
Robert L. Harris
Nov. 5, 2019

83745

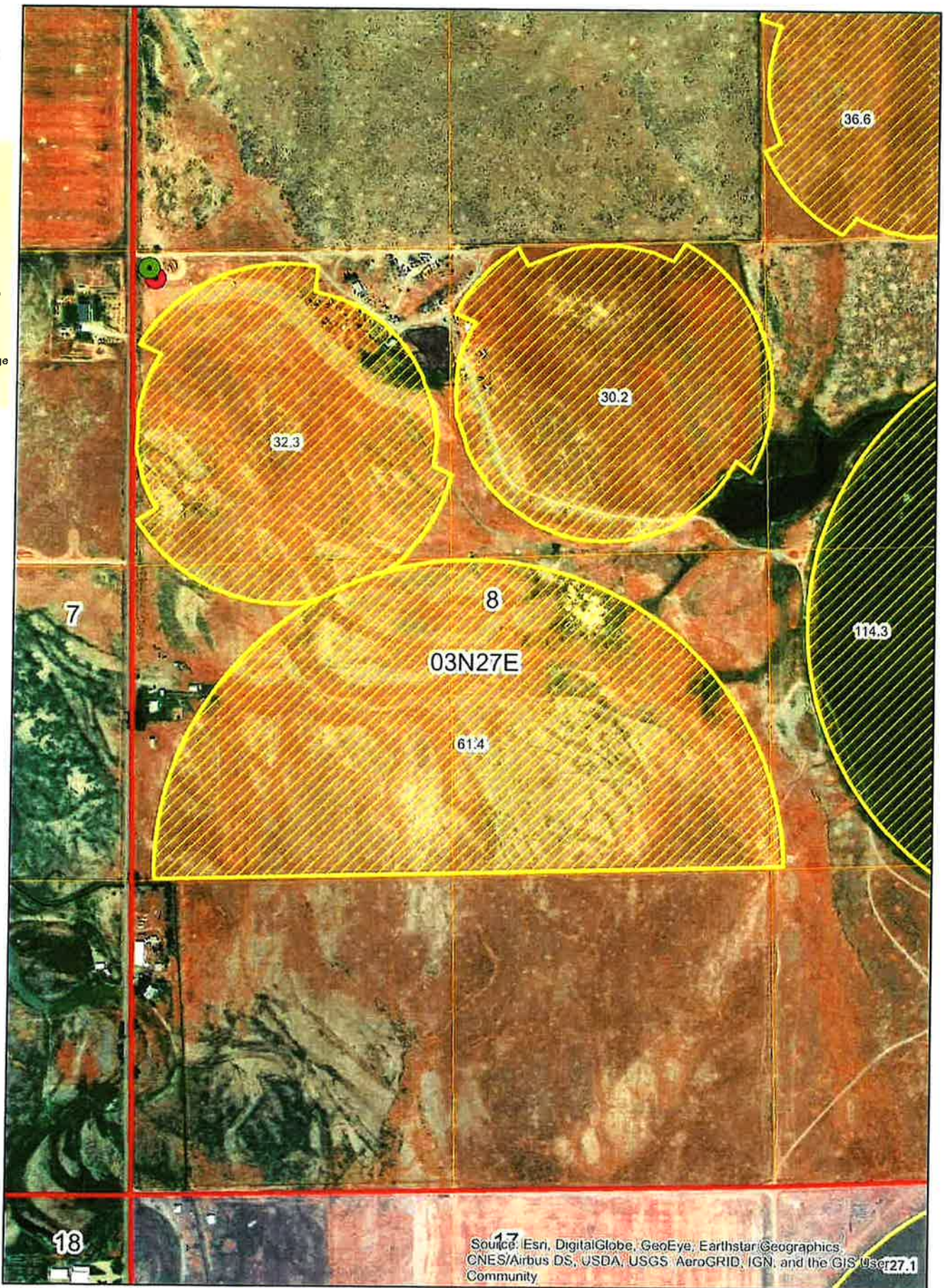
Exhibit 01 Page 79

SUNSET FARM & RANCH LLC TRANSFER

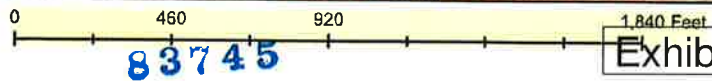


Legend

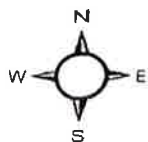
- North Well
- South Well
- 400' Well
- Arco Diversion
- Middle Well POD
- 308_Acre_POU
- PPOU
- Township & Range
- Section
- Quarter quarters



Prepared by:
Robert L. Harris
Jan. 27, 2020

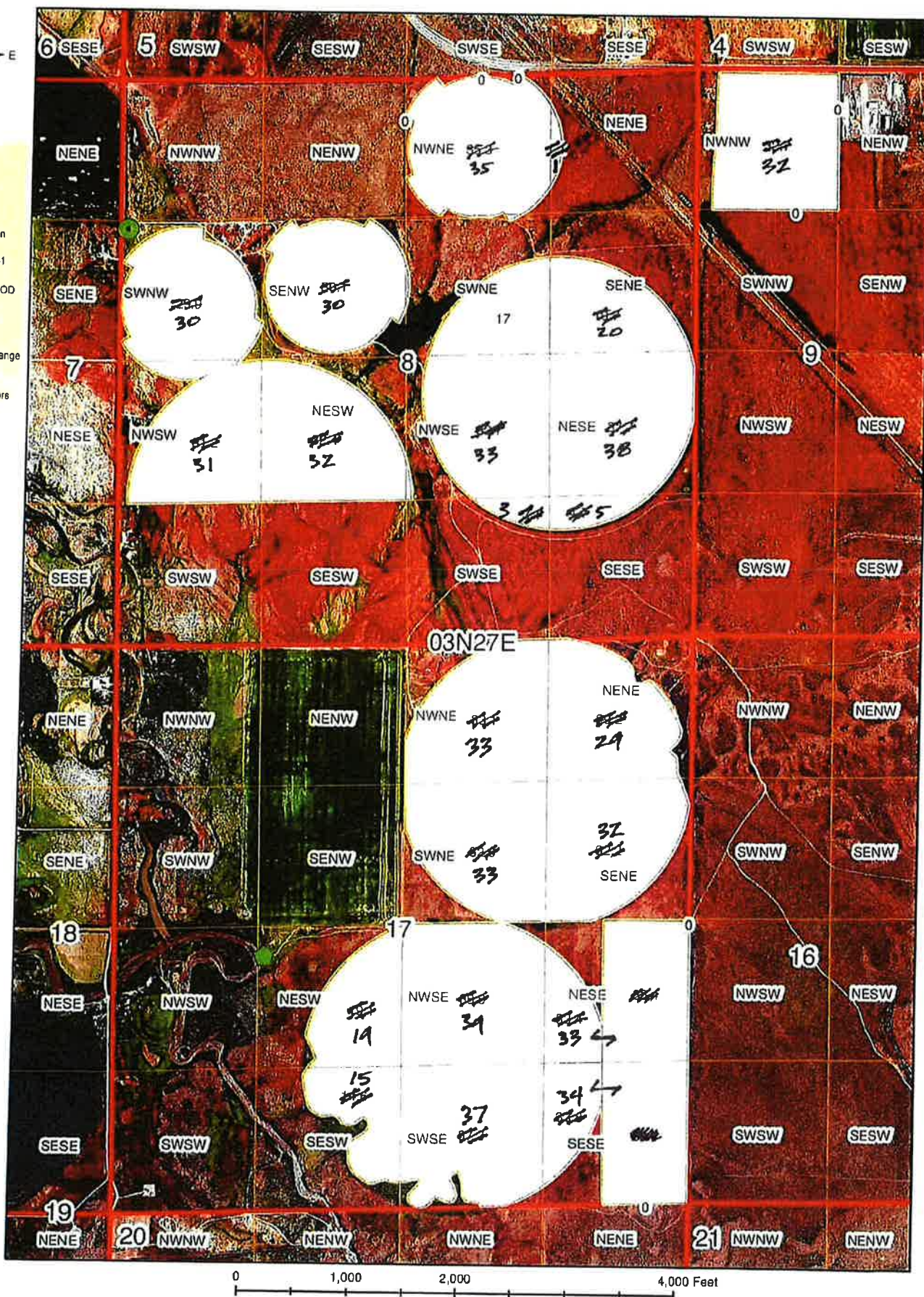


SUNSET FARM & RANCH LLC TRANSFER



Legend

- North Well
- South Well
- ▲ Arco Diversion
- ◆ Outst Pump #1
- Middle Well POD
- PPOU by QQ
- PPOU
- Township & Range
- Section
- Quarter quarters



Prepared by:
Robert L. Harris
Nov. 5, 2019

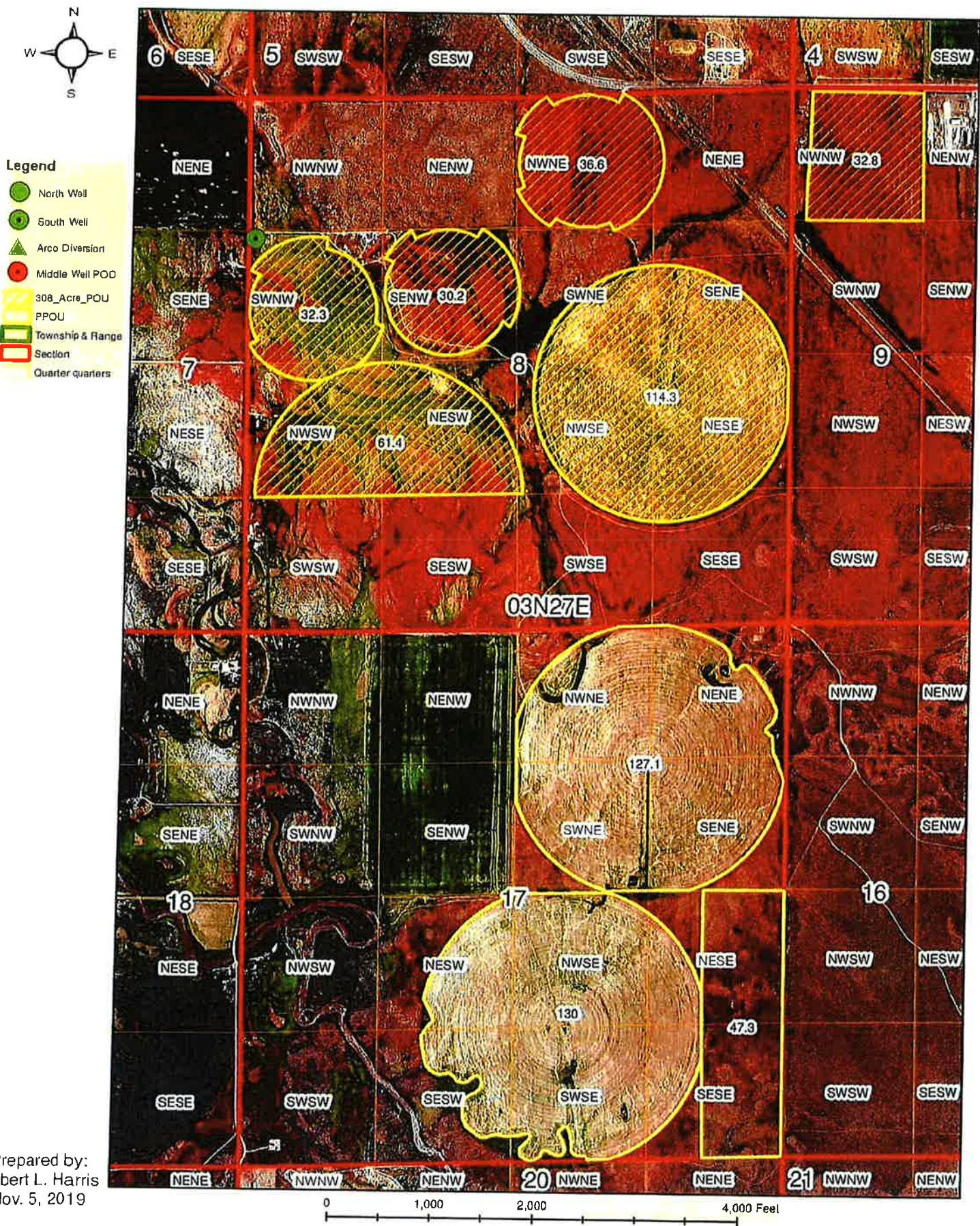
83745

Exhibit 01 Page 81

**Attachment No. 7b
Map (GIS shapefile)**

***GIS shapefile will be emailed
to IDWR agent.***

SUNSET FARM & RANCH LLC TRANSFER



Prepared by:
Robert L. Harris
Nov. 5, 2019

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION FOR)	ORDER GRANTING
TRANSFER NO. 83745 IN THE NAME OF)	MOTION FOR SUMMARY
<u>SUNSET FARM & RANCH LLC</u>)	JUDGMENT, IN PART

PROCEDURAL HISTORY

On November 6, 2019, Sunset Farm & Ranch LLC ("Sunset") filed Application for Transfer 83745 with the Idaho Department of Water Resources ("Department"), proposing to make changes to eleven water rights. The application was protested by Young Harvey Walker ("Walker"), Larry Quist ("Quist") and Karon Huggins ("Huggins"). Sunset filed an amended Application for Transfer 83745 ("Application 83745") on July 15, 2020. In response to the amended application, Huggins filed a revised protest on August 17, 2020.

On November 25, 2020, Sunset filed a *Motion for Summary Judgment and Memorandum in Support* ("Sunset Motion") pursuant to Rule 260 of the Department's Rules of Procedure (IDAPA 37.01.01). Sunset asks the Hearing Officer to adopt an approval condition subordinating Sunset's Big Lost River water rights to rights held by Quist and Huggins and to dismiss the remainder of the protests filed by Quist and Huggins. *Sunset Motion* at 17-18.

On December 9, 2020, Huggins filed an *Objection to Motion for Summary Judgment and Memorandum in Support* ("Huggins Response"). Also on December 9, 2020 Quist filed *Larry Quist's Opposition to Sunset Farm & Ranch LLC's Motion for Summary Judgment* ("Quist Response").

STANDARD OF REVIEW

The Department's Rules of Procedure (IDAPA 37.01.01) do not explicitly authorize the filing of motions for summary judgment. The rules do, however, authorize the filing of pre-hearing motions, which would naturally include motions for summary judgment. *See* IDAPA 37.01.01.260 and 37.01.01.565. Although the Idaho Rules of Civil Procedure generally do not apply to contested cases before the Department (*see* IDAPA 37.01.01.052), the Department relies on standards set forth in Rule 56 of the Idaho Rules of Civil Procedure and the associated case law as a guide for addressing motions for summary judgment. A motion for summary judgment may be granted if a hearing officer determines there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. *See* I.R.C.P. 56.

SUMMARY OF WATER RIGHTS

1. The following water rights are included in Application 83745:

Right No.	Priority	Source	Rate (cfs)	Volume (af)	Acre Limit	Total Acres
34-187A	5/10/1897	Big Lost River	1.74		84	84
34-195D	6/1/1888	Big Lost River	0.33		16.5	84
34-196C	9/1/1896	Big Lost River	0.13		6.5	84
34-2480B	9/11/1966	Ground Water	2.00	252		84
34-2491G	5/8/1944	Big Lost River	1.16			84
34-4002	7/8/1954	Waste Water		5.0		286
34-2277	10/3/1946	Ground Water	2.00		110	286
34-14770	6/1/1898	Big Lost River	1.55		77.6	358
34-14771	5/8/1944	Big Lost River	3.83		174.6	358
34-14772	8/18/1974	Ground Water	6.86			358
34-14773	10/2/1885	Big Lost River	1.49		74.7	358

2. Water rights 34-4002, 34-2277, 34-14770, 34-14771, 34-14772 and 34-14773, in combination, are limited to the irrigation of 358 acres.

3. Water rights 34-187A, 34-195D, 34-196C, 34-2480B and 34-2491G, in combination, are limited to the irrigation of 84 acres.

4. Application 83745 proposes to combine water rights 34-187A, 34-195D, 34-196C, 34-2480B, 34-2491G, 34-4002, 34-2277, 34-14770, 34-14771, 34-14772 and 34-14773 to irrigate 442 acres within a 612-acre permissible place of use. The proposed permissible place of use is located on Sunset property.

5. Water rights 34-187A, 34-195D, 34-196C, 34-2491G, 34-14770, 34-14771, and 34-14773 currently authorize one point of diversion: the Arco Canal ("Arco Diversion") located on the Big Lost River in the NWNWNW of Section 26, T04N, R26E. Application 83745 proposes to add a second point of diversion to the Big Lost River water rights: a pump station ("Sunset River Pump") in the NWNESW of Section 17, T03N, R27E.

6. The Sunset River Pump is an existing pump station on the Big Lost River and is located approximately seven miles downstream of the Arco Diversion.

7. The following water rights include authorized points of diversion from the Big Lost River between the Arco Diversion and the Sunset River Pump: 34-244A, 34-244C, 34-418B, 34-518, 34-607B, 34-13725, 34-14315 and 34-14317.

8. The following water rights include an authorized point of diversion from the Big Lost River at the Sunset River Pump: 34-7149 and 34-7225.

9. The following water rights include authorized points of diversion from the Big Lost River downstream of the Sunset River Pump: 34-7061A, 34-7061B, 34-12420, 34-13725, 34-13727 and 34-13729.

10. Quist is the current owner of record for water rights 34-7149, 34-7181, 34-10680, 34-12421 and 34-13414. The authorized irrigation place of use for these water rights includes property now owned by Sunset. The 612-acre permissible place of use proposed by Sunset overlaps the existing place of use for water rights 34-7149, 34-7181, 34-10680, 34-12421 and 34-13414.

ANALYSIS

Sunset asks the hearing officer to adopt an approval condition subordinating Sunset's Big Lost River rights to rights with authorized points of diversion between the Arco Diversion and the Sunset River Pump. Sunset argues that, if the subordination condition is adopted, Sunset will prevail on all of the issues of protest identified by Huggins and Quist. The various issues of protest raised by Huggins and Quist will be addressed separately in this order. For each issue of protest, the hearing officer must determine if there are genuine issues of material fact, if there are facts that should be construed in favor of Huggins or Quist, and whether Sunset is entitled to judgment as a matter of law.

Huggins Protest Issue 1 - Injury

The original protest filed by Huggins included the following statement of protest:

During a river split, the lower end receives rising water that can be used to irrigate. These senior water right transfers, would result in water not being available to the existing [junior] priority date water right holders. The transfer of these water rights priority dates need to be subordinate to the existing water rights in the lower end that are available during a river split where the lower end can currently irrigate during rising water.

Huggins protest is difficult to understand, but expresses a concern that the proposed change will injure junior water rights at the lower end of the Big Lost River (downstream of the Arco Diversion). Sunset's Big Lost River Rights (34-187A, 34-195D, 34-196C, 34-2491G, 34-14770, 34-14771 and 34-14773) currently authorize only one point of diversion from the Big Lost River: the Arco Diversion. Application 83745 proposes to divert the rights from a second point of diversion (the Sunset River Pump) located approximately seven miles downstream of the Arco Diversion. Application 83745; *Sunset Motion* at 4-6.

Sunset's Big Lost River rights are senior to many of the Big Lost River water rights downstream of the Arco Diversion. Therefore, if Sunset were to move its point of diversion to a downstream location, there is a potential that the change could injure junior water rights. If the transfer is approved, Sunset has agreed to subordinate its diversion from the Sunset River Pump to "all water rights with authorized points of diversion between the Arco Diversion and the [Sunset River Pump]." *Sunset Motion* at 5.

The subordination language proposed by Sunset is not sufficient to protect all downstream Big Lost River rights from injury. There are Big Lost River water rights with authorized points of diversion downstream of the Sunset River Pump. These water rights have historically had access to water passing the Arco Diversion or gains to the river downstream of the Arco Diversion. One way to fully protect downstream rights would be for Sunset to subordinate its diversion at the Sunset River Pump to all water rights downstream of the Arco Diversion, even those water rights with points of diversion downstream of the Sunset River Pump.¹ The *Sunset Motion* doesn't refer to the water rights with authorized points of diversion on the Big Lost River downstream of the Sunset River Pump. It is not clear from the pleadings or from the *Sunset Motion* whether Sunset is willing to subordinate its diversion at the pump station to all Big Lost River water rights downstream of the Arco Diversion. In the absence of a subordination to all water rights with authorized points of diversion on the Big Lost River downstream of the Arco Diversion, there continue to be genuine issues of material fact related to injury to Big Lost River water rights. Therefore, summary judgment on this question is not appropriate.

Huggins Protest Issue 2 – Enlargement / Constitutional Claims / Takings

The revised protest filed by Huggins quotes Article XV, Section 3 of the Idaho Constitution, which states:

The right to divert and appropriate the unappropriated waters of any natural stream to beneficial uses, shall never be denied, except that the state may regulate and limit the use thereof for power purposes. Priority of appropriation shall give the better right as between those using the water; but when the waters of any natural stream are not sufficient for the service of all those desiring the use of the same, those using the water for domestic purposes shall (subject to such limitations as may be prescribed by law) have the preference over those claiming for any other purpose; and those using the water for agricultural purposes shall have preference over those using the same for manufacturing purposes. And in any organized mining district those using the water for mining purposes or milling purposes connected with mining, shall have preference over those using the same for manufacturing or agricultural purposes. But the usage by such subsequent appropriators shall be subject to such provisions of law regulating the taking of private property for public and private use, as referred to in section 14 of article I of this Constitution.

Huggins' revised protest summarizes the "priority for water rights" as "1) Domestic; 2) Mining, 3) Agriculture and 4) Manufacturing." Huggins Revised Protest at 1. Huggins then raises the following arguments related to Article XV, Section 3:

We cannot tell from a map where the place of use is for these water rights because the IDWR maps associated with this application on the IDWR site have not been

¹ A possible subordination condition could state: "The diversion of water under this right from the point of diversion located in the NWNESE, Sec. 17, T03N, R27E, shall be junior and subordinate to all water rights with existing, authorized points of diversion from the Big Lost River downstream of the Arco Diversion (located in the NWNWNW, Sec. 26, T04N, R26E).

downloading for the past couple of days, but his application may be resulting in an expansion of cropland on a water basin (Basin 34) that is already over appropriated (thus no water in the river or natural waterways to allow the number 1 State of Idaho priority, domestic wells, recharge water for their domestic home wells/water rights).

Emptying out the natural water ways and river at the lower end of the river is a "taking" from all of us from just above Arco on down (domestic wells) to the benefit of very specific individuals for crops (priority 3) at the expense of our domestic wells (priority 1) and property deeds. It is obvious that many individuals consider any water in natural water ways downstream from the West side and East side of the (manmade) river as an opportunity to use that water for their own crops by removing it from those waterways and transporting it through lined canals and piping systems. Additionally, emptying a river or natural stream is "a taking" of private property rights for those individuals who bought "river front property" on a flowing river or natural waterway before the State Adjudication process was completed who now have river or stream property with no water in those natural waterways, and those people need to be compensated for their losses that have occurred through these allowed past practices.

Huggins first argues that the proposed changes will result in an expansion of irrigated acres in Basin 34. Idaho Code § 42-222 requires the Department to evaluate whether a proposed change will result in an enlargement of the original rights. In conjunction with evaluating injury and enlargement, the Department must determine whether any portion of the water rights proposed to be changed have been lost or forfeited through non-use. The Sunset Motion did not include any information related to the historical use under the water rights included in Application 83745. Thus, there are genuine issues of material fact related to the historical use under Sunset's water rights. Without the development of the evidentiary record, it is unclear how the proposed irrigation compares to the historical irrigation occurring under Sunset's rights since the time partial decrees were issued for the Sunset rights in the Snake River Basin Adjudication ("SRBA"). Therefore, summary judgment is not appropriate for the enlargement concern raised by Huggins.

The question of enlargement is only one component of the Huggins revised protest. Huggins also suggests that the preference structure set forth in Article XV, Section 3 of the Idaho Constitution creates a type of super priority for certain water uses, which would make domestic uses superior to all other beneficial uses, regardless of priority dates. The Idaho Supreme Court has rejected this idea and has explained that the preference structure set forth in Article XV, Section 3 only applies to proposals to condemn water rights. See *Montpelier Milling Co. v. City of Montpelier*, 19 Idaho 212, 113 P. 741 (Idaho 1911). There is no evidence that Huggins proposes to condemn Sunset's irrigation water rights. Nor is there evidence that Sunset is seeking to condemn Huggins' irrigation or domestic water rights. Therefore, the beneficial use preferences set forth in Article XV, Section 3 of the Idaho Constitution are not relevant to this contested case.

Other parts of the Huggins revised protest are difficult to decipher. There are multiple allegations of takings, but it is unclear who has initiated the takings or what property has been taken. Huggins seems to allege that the SRBA constituted a taking of property rights. She also suggests

that any diversion of water from a natural watercourse constitutes a taking of the property rights for riverfront property owners. Ultimately, these questions of takings are beyond the scope of this contested case. Huggins also seems to argue that the processing of water rights transfers under Idaho Code § 42-222 constitutes a violation of the Idaho Constitution and the U.S. Constitution.

The hearing officer does not have the authority to grant summary judgment for any of these constitutional or takings questions. It is clear from the *Sunset Motion*, however, that Sunset is not asserting that it should prevail on these constitutional or takings challenges. Rather, Sunset is simply seeking a clear statement of the scope of this contested case. The hearing officer should adopt conclusions of law identifying any arguments raised by Huggins that are beyond the scope of this contested case. Doing so will help the parties focus their time and resources on issues that can lawfully be addressed by the hearing officer in this administrative proceeding.

Huggins Protest Issue 3 - Rights Delivered Through Arco Canal

In her revised protest, Huggins raises a concern about Sunset diverting its Big Lost River rights through the Arco Canal:

The revised application seems to allow the applicant to either take the rights from the river or to deliver them through the Arco Canal. By allowing these rights through the Arco Canal, it seems the applicants are using the Arco Canal delivery system to circumvent our original protest to their original application by taking water through the Arco Canal when the lower end of the river is dry (which seems to be the case throughout each summer/fall and even until spring melt now.) Additionally, by pulling those rights from the river at an upstream location from the natural waterways, it furtherer exacerbates the problem of domestic wells going dry downstream from the proposed point of diversion from the river.

Huggins argues that Sunset diverting its Big Lost River water rights through the Arco Canal will cause injury to local domestic wells. Huggins' protest proposes that Sunset should be required to divert its water rights only at the Sunset River Pump. Huggins argues that the Sunset's Big Lost River rights should no longer be diverted through the Arco Canal. Huggins Revised Protest at 2 ("Resolution . . . Disallow these transfers to be delivered through the Arco Canal."). This argument is a direct contradiction to Huggins' original argument, that the proposed change (adding the Sunset River Pump to Sunset's Big Lost River rights) should be denied because the change would injure downstream junior water rights.

Sunset's Big Lost River Rights (34-187A, 34-195D, 34-196C, 34-2491G, 34-14770, 34-14771 and 34-14773) currently authorize one point of diversion from the Big Lost River: the Arco Diversion. Therefore, if Application 83745 were denied, the water rights would continue to be diverted from the Big Lost River at the Arco Diversion. Application 83745 proposes to divert the water rights from the Sunset River Pump during times of the irrigation season when water is available at the pump.

Pursuant to Idaho Code § 42-222, the Department must evaluate whether the proposed change will cause injury. Diverting Sunset's Big Lost River water rights at the Arco Diversion is

not a change. Such use is already authorized by Sunset's water rights. The "change" proposed in Application 83745, among other things, is to divert Sunset's Big Lost River water rights at the Sunset River Pump during certain times of the year. According to Huggins, diversion from the pump station is preferred because of the positive impacts to local domestic wells. By Huggins own admission, Sunset choosing to divert its Big Lost River rights at the Sunset River Pump will benefit local domestic wells. Therefore, Sunset is entitled to judgment as a matter of law on this issue. The hearing officer concludes that adding the Sunset River Pump as an authorized point of diversion to water rights 34-187A, 34-195D, 34-196C, 34-2491G, 34-14770, 34-14771, and 34-14773 will not injure local domestic wells.

Quist Protest Issue 1 - Injury

The protest filed by Quist states a concern that the changes proposed in Application 83745 will injure his water rights. Quist is the owner of record for water rights with authorized points of diversion from the Big Lost River located downstream of the Arco Diversion. As noted above, there are genuine issues of material fact related to the impact of the proposed changes on water rights with points of diversion on the Big Lost River downstream of the Arco Diversion. Quist owns other water rights in Basin 34, including ground water rights that are diverted from one of the proposed ground water points of diversion described in Application 83745. The *Sunset Motion* does not address injury concerns related to any of the other water rights held by Quist. There are genuine issues of material fact related to injury to Quist's water rights. Therefore, summary judgment on the question of injury is not appropriate.

Quist Protest Issue 2 - Diminished Water Right Value

During the pre-hearing conference, Quist raised a concern that the changes proposed in Application 83745 will diminish the monetary value of his water rights. Sunset argues that the question of diminishment of water right value is outside of the scope of this contested case. Therefore, the question presented to the hearing officer through the *Sunset Motion* is whether diminishment of monetary value of water rights falls within any of the review criteria set forth in Idaho Code § 42-222.

Idaho Code § 42-222(1) sets forth the criteria the Department uses to evaluate transfer applications and states, in pertinent part:

The director of the department of water resources shall examine all the evidence and available information and shall approve the change in whole, or in part, or upon conditions, provided no other water rights are injured thereby, the change does not constitute an enlargement in use of the original right, the change is consistent with the conservation of water resources within the state of Idaho and is in the local public interest as defined in section 42-202B, Idaho Code, the change will not adversely affect the local economy of the watershed or local area within which the source of water for the proposed use originates, in the case where the place of use is outside of the watershed or local area where the source of water originates, and the new use is a beneficial use, which in the case of a municipal provider shall be

satisfied if the water right is necessary to serve reasonably anticipated future needs as provided in this chapter.

To better understand the scope of the injury review criterion, it is helpful to refer to the definition of injury used by the Department when evaluating applications for new water rights. Rule 45.01.a of the Department's Water Appropriation Rules (IDAPA 37.03.08) states in pertinent part:

A proposed use will be determined to reduce the quantity of water under an existing water right (i.e., injure another water right) if:

- i. The amount of water available under an existing water right will be reduced below the amount recorded by permit, license, decree or valid claim or the historical amount beneficially used by the water right holder under such recorded rights, whichever is less.
- ii. The holder of an existing water right will be forced to an unreasonable effort or expense to divert his existing water right. . . . ; or
- iii. The quality of the water available to the holder of an existing water right is made unusable for the purposes of the existing user's right, and the water cannot be restored to usable quality without unreasonable effort or expense.

The value of a water right is closely tied to the beneficial use authorized by the right, the quantity and quality of water available to fill the right, and the infrastructure needed to divert water. As noted in Rule 45.01, a water right is injured if a proposed use reduces the water supply for the existing right, makes it unreasonably expensive to divert water under the right, or reduces the quality of the available water supply. All of these factors could diminish the value of the affected, existing water rights. Diminishment of water right value, by itself, does not constitute injury to the water right. Rather, the diminishment of water right value is a likely consequence of the injury to the water right.

As noted above, summary judgement is not appropriate for the question of injury to Quist's water rights because there are genuine issues of material fact related to injury to Quist's water rights. Although diminishment of water right value, in isolation, does not constitute injury under Idaho Code § 42-222, because there continue to be issues of fact related to injury of Quist's water rights, evidence related to the monetary value of Quist's right may still be relevant. Without further development of the evidentiary record, it is unclear whether evidence of the value of Quist's rights is admissible. Therefore, the hearing officer is not willing to exclude evidence related to the monetary value of Quist's water rights at this time.

CONCLUSIONS OF LAW

Based on the elements of the relevant water rights, the issues of protest raised by Huggins and Quist in their respective pleadings, and the arguments set forth in the *Sunset Motion*, *Huggins Response* and *Quist Response*, the hearing officer adopts the following conclusions of law:

1. This contested case is not an eminent domain proceeding or an action to condemn water rights. Therefore, the preference structure set forth in Article XV, Section 3 of the Idaho Constitution does not apply to this contested case.
2. This contested case is not the proper forum to raise allegations that the SRBA, Idaho Code § 42-222, or the rules governing administration of water rights in Water District 34 are unconstitutional.
3. Arguments related to constitutional takings arising from the processing of claims in the SRBA, the evaluation of transfer applications under Idaho Code § 42-222, or the administration of water rights in Water District 34 are beyond the scope of this contested case and will not be addressed by the hearing officer.
4. Sunset's proposal to add the Sunset River Pump to its Big Lost River water rights will not injure domestic ground water rights in the Arco area.

Summary judgment is not appropriate for the other issues raised in the *Sunset Motion*. There are genuine issues of material fact related to questions of forfeiture, injury and enlargement. The parties should be given an opportunity to develop the administrative record on these issues in an administrative hearing.

ORDER

IT IS HEREBY ORDERED that the Sunset Motion is GRANTED, in part. This is an Interlocutory Order issued pursuant to Rule 710 (IDAPA 37.01.01).

Dated this 14th day of December 2020.



James Cefalo
Hearing Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of December 2020, true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid and properly addressed, to the following:

Document Served: Order Granting Motion for Summary Judgment, In Part

Sunset Farm & Ranch LLC
PO Box 827
Arco, ID 83213

Robert Harris
Holden Kidwell Hahn & Crapo
1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, ID 83405

Young Harvey Walker
2338 N 2930 W
Arco, ID 83213

Aaron M Worthen
Parsons Behle & Latimer
350 Memorial Drive, Suite 300
Idaho Falls, ID 83402

Larry Quist
2210 N 2900 W
Arco, ID 83213

Karon Huggins
c/o Matea McCray
3470 Cobblestone Lane
Idaho Falls, ID 83404

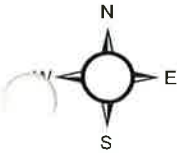


James Cefalo

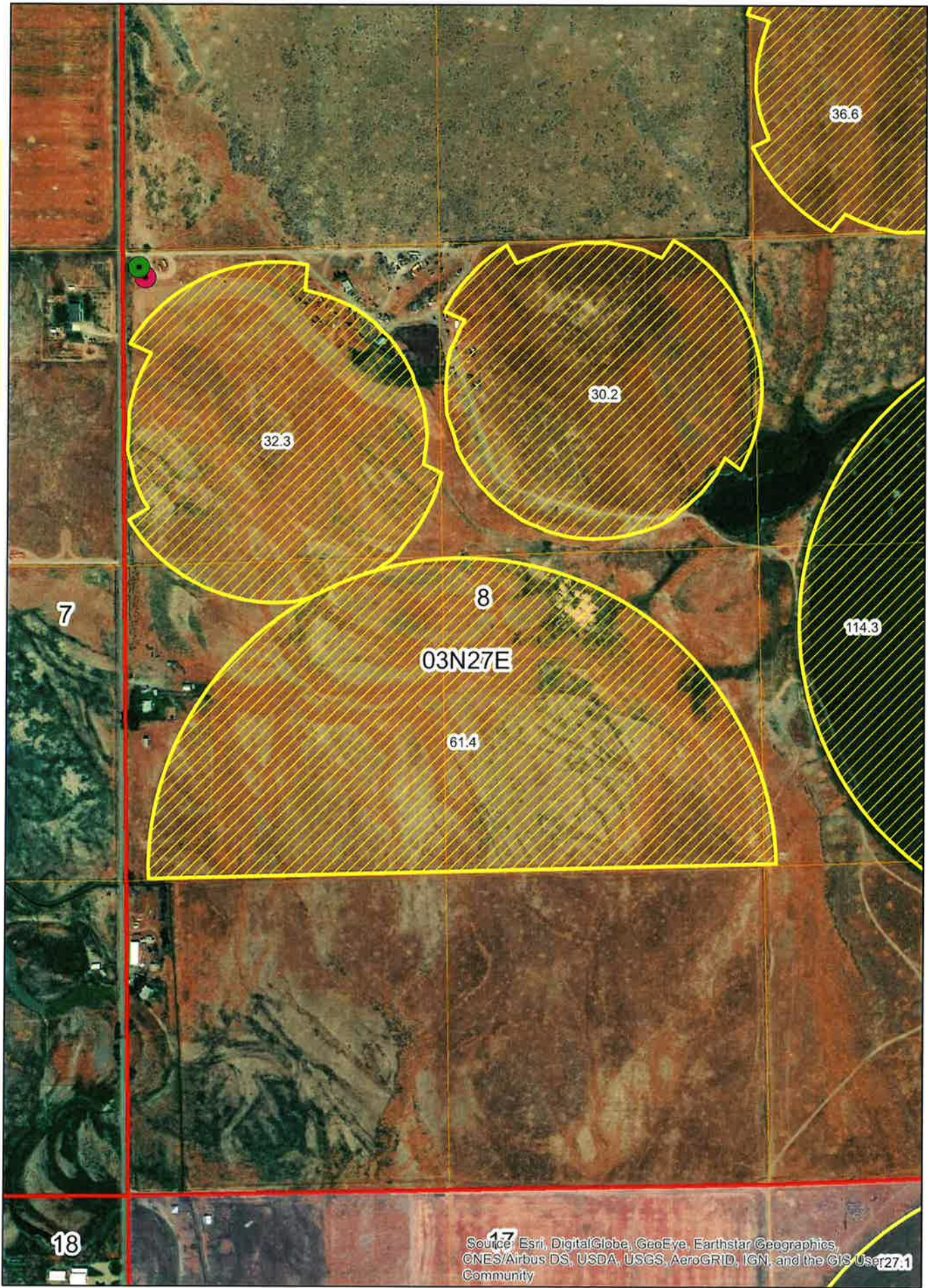
TK Prepared by: Robert L. Martin		AMENDED TRANSFER 83745: SUNSET FARM & RANCH LLC WATER RIGHTS (BEFORE TRANSFER)											
Water Right No.	Name on Water Right	Decr.	Priority Date	Source	Description	Individual Diversion Rate Limitation (cfs)	Combined Diversion Rate Limitation (cfs)	Individual Volume Limitation (AFY)	Combined Volume Limitation (AFY)	Individual Acre Limitation	Combined Acre Limitation	Point of Diversion	Notes
34-14733	Sunset Trust Organization	Decreed	10/02/1885	Big Lost River	Irrigation Stockwater	1.49	9.23			74.7	358	NWNWNW, Sec. 26, 04N, 26E Arco Diversion	UPPER WELL WATER RIGHT
34-14771		Decreed	05/08/1944	Big Lost River	Irrigation	3.83				174.6		NWNWNW, Sec. 26, 04N, 26E Arco Diversion	
34-14770		Decreed	06/01/1898	Big Lost River	Irrigation Stockwater	1.55				77.6		NWNWNW, Sec. 26, 04N, 26E Arco Diversion	
34-14772		Decreed	08/18/1974	Ground water	Irrigation	6.86			1253.0	358		SESENW, Sec. 03, 04N, 26E Quist Exchange Well NWNWNW, Sec. 26, 04N, 26E Injection NWNWNW, Sec. 26, 04N, 26E Redirection (Arco Diversion)	
34-2277		Decreed	10/03/1946	Ground water	Irrigation	2	3.36			110	84	NWNWNW, Sec. 08, 03N, 27E Quist Well	SOUTH WELL WATER RIGHT
34-4002		Decreed	07/08/1954	Waste Water	Irrigation Storage Stockwater			5				SESENW, Sec. 08, 03N, 27E	
34-1874		Decreed	05/10/1897	Big Lost River	Irrigation	1.74						NWNWNW, Sec. 26, 04N, 26E Arco Diversion	MIDDLE WELL WATER RIGHT
34-1950		Decreed	05/01/1888	Big Lost River	Irrigation	0.33				16.5		NWNWNW, Sec. 26, 04N, 26E Arco Diversion	
34-196C		Decreed	09/01/1898	Big Lost River	Irrigation	0.13				6.5		NWNWNW, Sec. 26, 04N, 26E Arco Diversion	
34-2480B		Decreed	09/11/1966	Ground water	Irrigation	2		252		84		NENESW, Sec. 25, 04N, 26E	
34-2491G		Decreed	05/08/1944	Big Lost River	Irrigation	1.16				84		NWNWNW, Sec. 26, 04N, 26E Arco Diversion	
TOTALS						12.59				442			

SUNSET FARM & RANCH LLC WATER RIGHTS (AFTER TRANSFER)													
34-14733	Sunset Trust Organization	Decreed	10/02/1885	Big Lost River	Irrigation Stockwater	1.49	9.23			74.7	358	NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
31-14771		Decreed	05/08/1944	Big Lost River	Irrigation	3.83				174.6		NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-14770		Decreed	06/01/1898	Big Lost River	Irrigation Stockwater	1.55				77.6		NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-14772		Decreed	08/18/1974	Ground water	Irrigation	6.86			1253.0	358		SESENW, Sec. 03, 04N, 26E Quist Exchange Well NWNWNW, Sec. 26, 04N, 26E Injection NWNWNW Sec. 26, 04N, 26E Redirection (Arco Diversion) NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-2277		Decreed	10/03/1946	Ground water	Irrigation	2	3.36			110	442	NWNWNW, Sec. 08, 03N, 27E Quist Well NWNWNW, Sec. 08, 03N, 27E 400' Well (Just drilled)	The well POD located in the NWNESW, Sec. 25, 04N, 26E where this right was originally developed is being abandoned
34-4002		Decreed	07/08/1954	Waste Water	Irrigation Storage Stockwater Storage			5				SESENW, Sec. 08, 03N, 27E	
34-1874		Decreed	05/10/1897	Big Lost River	Irrigation	1.74						NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-1953		Decreed	06/01/1888	Big Lost River	Irrigation	0.33				16.5		NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-196C		Decreed	09/01/1898	Big Lost River	Irrigation	0.13				6.5		NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
34-2480B		Decreed	09/11/1966	Ground water	Irrigation	2		252		84		SESENW, Sec. 03, 04N, 26E Quist Exchange Well NWNWNW, Sec. 26, 04N, 26E Injection NWNWNW Sec. 26, 04N, 26E Redirection (Arco Diversion) NWNESW, Sec. 17, 03N, 27E Redirection (Quist Pump #1) NWNESW, Sec. 08, 03N, 27E Quist Well NWNWNW, Sec. 08, 03N, 27E 400' Well (Just drilled)	
34-2491G		Decreed	05/08/1944	Big Lost River	Irrigation	1.16				84		NWNWNW, Sec. 26, 04N, 26E Arco Diversion NWNESW, Sec. 17, 03N, 27E Quist Pump #1	
TOTALS						12.59				442			

SUNSET FARM & RANCH LLC TRANSFER



- Legend**
- North Well
 - South Well
 - 400' Well
 - Arco Diversion
 - Middle Well POD
 - 308_Acre_POU
 - PPOU
 - Township & Range
 - Section
 - Quarter quarters



Prepared by:
Robert L. Harris
Jan. 27, 2020

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

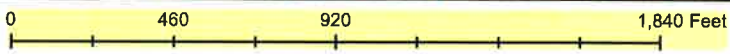


Exhibit 04

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

1. WELL TAG NO. D 0081297

Drilling Permit No. D0081297
Water right or injection well # 34-2277

2. OWNER: Mike Telford

Name Mike Telford
Address 1450 w Hwy 24
City Paul State Idaho Zip 83347

3. WELL LOCATION:

Twp. 03 North ☒ or South ☐ Rge. 27 East ☒ or West ☐
Sec. 8 10 acres 1/4 SW 1/4 NW 1/4 160 acres

Gov't Lot _____ County Butte
Lat. 43 36.3414 (Deg. and Decimal minutes)
Long. 113 16.5774 (Deg. and Decimal minutes)
Address of Well Site Corner of 2300 N. 2900 W.

(Give at least name of road + Distance to Road or Landmark)

City Butte City, Arco
Lot, _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☐ New well ☒ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☒ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method/procedure
Cement	0	145	10 yds	tremie, pump

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
20	+2'	288	.250	steel	☒	☐	☐	☒
18	590	662	.375	steel	☒	☐	☐	☒

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 288

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☒ N Method _____

Manufactured screen ☐ Y ☒ N Type _____

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft ³)	Placement method

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 8' Static water level (ft) 440

Water temp. (°F) cold Bottom hole temp. (°F) cold

Describe access port _____

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)
	400 gpm	

Test method:

Pump	Bailer	Air	Flowing artesian
☒	☐	☐	☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
24"	0	5	soil		n
	5	15	course sand, large gravel	y	
	15	30	course sand and pea gravel	y	
	30	45	sandy clay	y	
	45	61	course sand	y	
	61	75	course sand and clay	y	
	75	84	course sand and pea gravel	y	
	84	102	sandy clay	y	
	102	108	clay		n
	108	145	basalt	y	
20	145	220	sandy clay	y	
	220	240	sand and pea gravel	y	
	240	288	sandy clay		n
	288	330	caving basalt (cemented)		n
	330	439	basalt		n
	439	595	basalt with small fractures	y	
	595	630	red ash sand and clay	y	
	630	640	sand and gravel	y	
18	640	662	sandy clay	y	
	662	800	Basalt with some small fractures	y	

Completed Depth (Measurable): 800

Date Started: 10-20-19

Date Completed: 3-30-2020

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Vollmer Well Drilling Co. No. 383

*Principal Driller _____ Date 4-13-2020

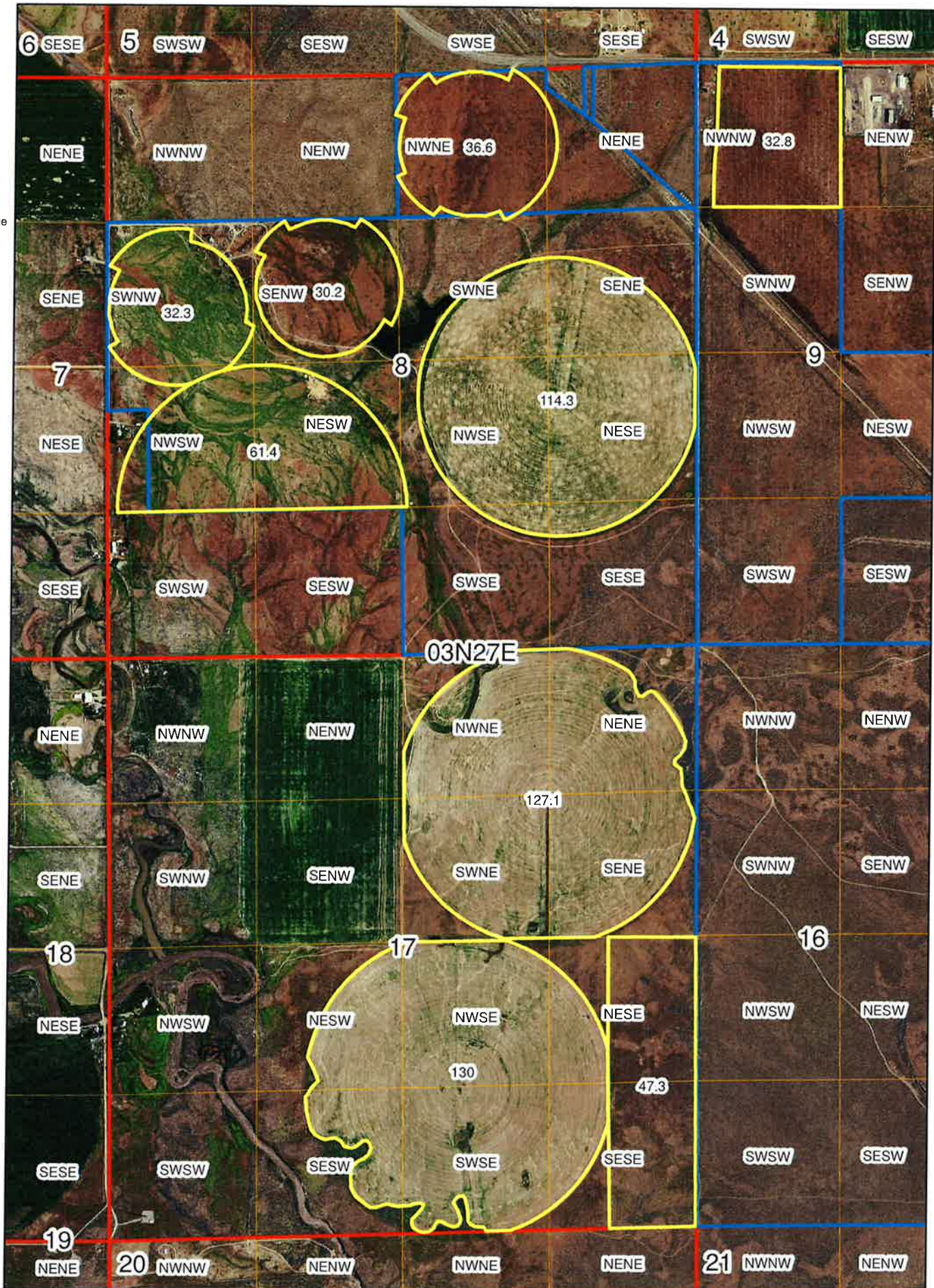
*Driller _____ Date _____

*Operator II _____ Date _____

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

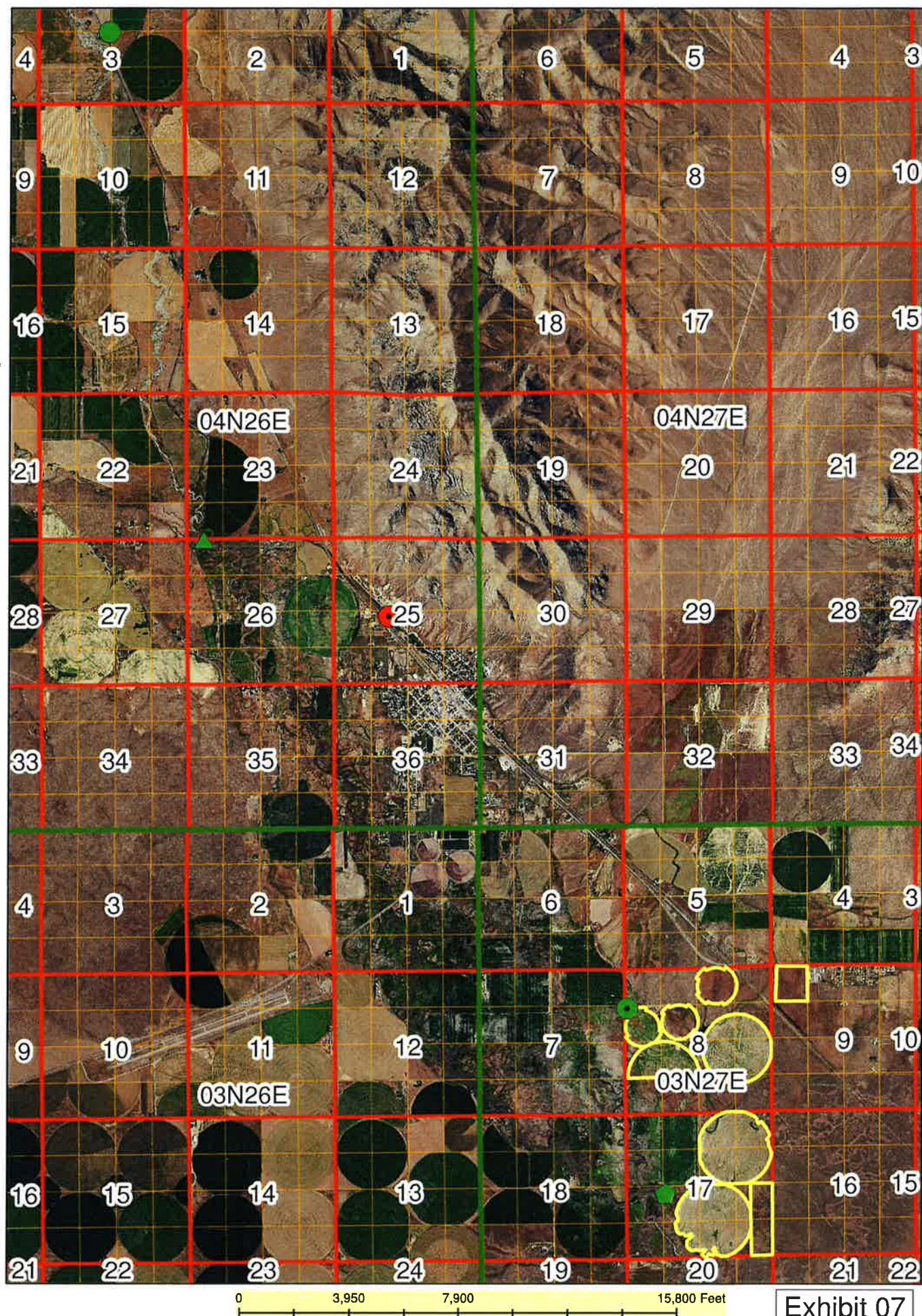
 PPOU
 Sunset Parcels
 Township & Range
 Section
 Quarter quarters



Prepared by:
Robert L. Harris
Nov. 5, 2019

Exhibit 06

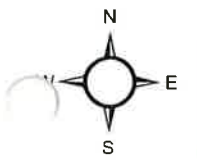
-  North Well
-  South Well
-  Arco Diversion
-  Quist Pump #1
-  Middle Well POD
-  PPOU
-  Township & Range
-  Section
-  Quarter quarters



Prepared by:
Robert L. Harris
Nov. 5, 2019

Exhibit 07

SUNSET FARM & RANCH LLC TRANSFER



- Legend**
- North Well
 - South Well
 - Arco Diversion
 - Middle Well POD
 - 308_Acre_POU
 - PPOU
 - Township & Range
 - Section
 - Quarter quarters

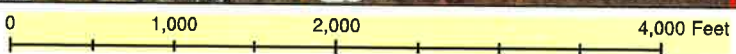
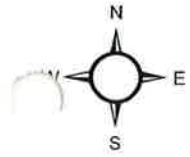


Exhibit 08

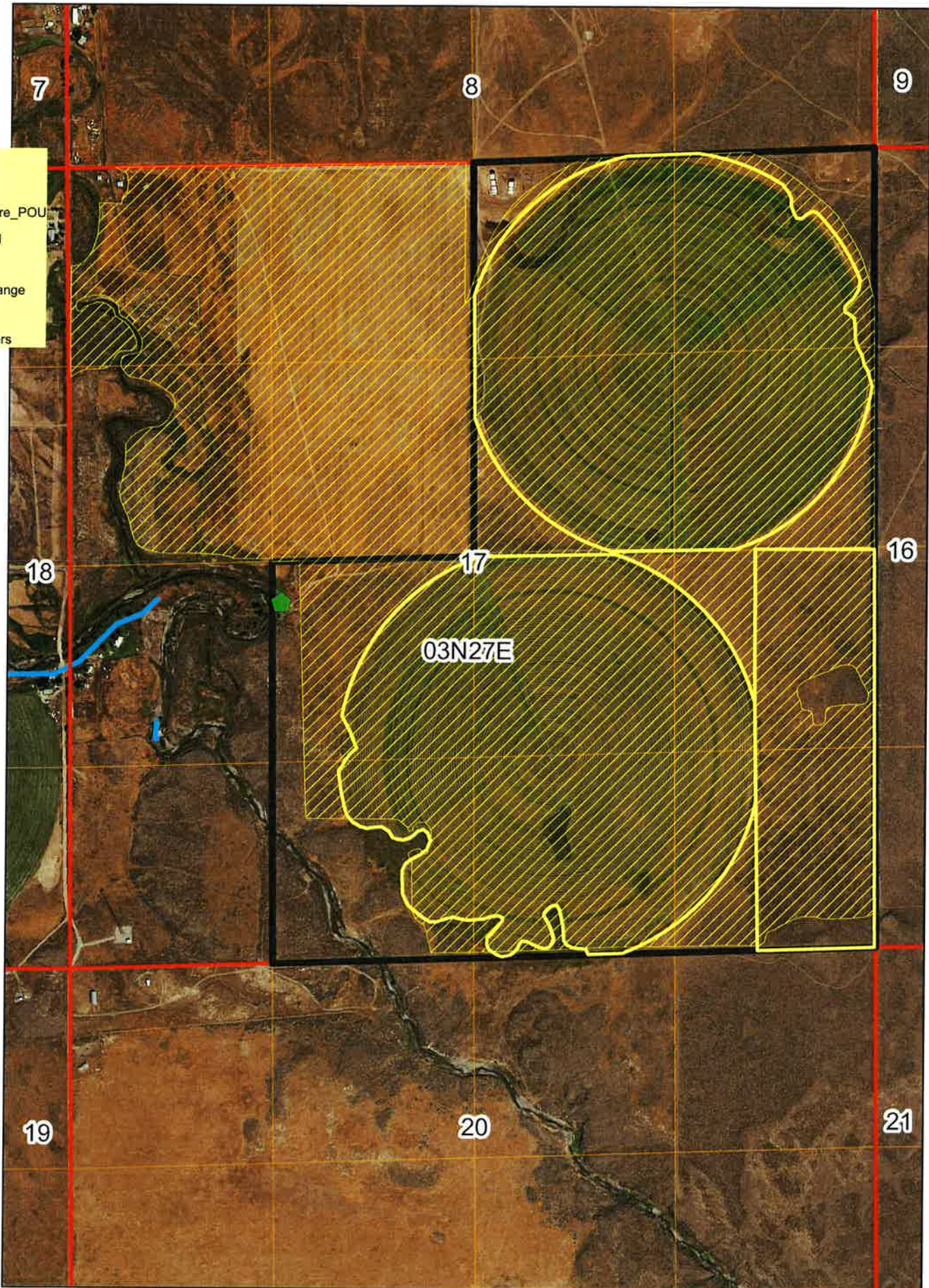
LARRY QUIST WATER RIGHTS

Type	Basin	Sequence	Water Use	Basis	Priority Date	Source	Individual Div. Rate (cfs)	Combined Diversion Rate (cfs)		Combined Volume Limitation (AFA)	Individual Acre Limitation	Combined Acre Limitation	Notes
WR	34	13414	IRRIGATION	Decreed	3/16/1923	FERRIS SLOUGH	2	4.8				160	
WR	34	10680	IRRIGATION, STOCKWATER	Decreed	10/2/1885	BIG LOST RIVER	3.2						
WR	34	7181	IRRIGATION	Decreed	4/19/1977	GROUND WATER	7.07	7.07	12.98	2475	400	495	Exercise of this right is subject to a well use agreement. Enlargement of 34-7181
WR	34	12421	IRRIGATION	Decreed	5/30/1987	GROUND WATER	2.15						
WR	34	7149	IRRIGATION	Decreed	6/14/1976	BIG LOST RIVER	7				350		
WR	34	7225	IRRIGATION	Decreed	1/4/1979	BIG LOST RIVER	2.18				109		



Legend

- PPOU
- Quist_495_Acre_POU
- Quist Pump #1
- 400 Acres
- Township & Range
- Section
- Quarter quarters



AGREEMENT

THIS AGREEMENT made and entered into this 30th day of March, 1979, by and between ARTHUR W. QUIST and LENORA W. QUIST, his wife, of Arco, Idaho, "First Parties", and A. LARRY QUIST, of Arco, Idaho, "Second Party",

WITNESSETH:

WHEREAS, First Parties are the owners of an easement for construction, operation and maintenance of an irrigation well and pump, obtained from one James S. Babcock, and located in the Southeast Quarter of the Northwest Quarter of Section 3, Township 4 North, Range 26 E.B.M., in Butte County, Idaho; and

WHEREAS, First Parties have constructed a well upon said easement and have installed a pump and the necessary facilities for the diversion of subterranean waters which are pumped into a canal known as the Island Canal located adjacent to said well and conveyed through a system of canals and ditches to First Parties' land for the irrigation thereof; and

WHEREAS, First Parties have a water right under which said well was constructed and under which water is diverted from said well and used upon the land of First Parties, the amount of which right is 8.0 cfs (400 miner's inches); and

WHEREAS, First Parties and Second Party jointly applied for and obtained a permit, No. 34-7181, from the Idaho Department of Water Resources for an additional 9.0 cfs from said well for the irrigation of some ⁴⁴⁴ 400 acres of Second Party's land located in Section 17, Township 3 North, Range 27 E.B.M., Butte County, Idaho, and described as the Northeast Quarter, the East Half of the Southwest Quarter, and the Southeast Quarter of said section and township; and

WHEREAS, First Parties and Second Party have agreed upon

the terms and conditions under which Second Party may obtain water under his right through use of the above mentioned well, pump and facilities for the irrigation of Second Party's lands, and now desire to reduce that agreement in writing;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. That Second Party does and shall have the right to the use of First Parties' well, pump and attendant facilities for the purpose of diverting the water rights which they are entitled to appropriate under Permit No. 34-7181 subject to the terms and conditions of this Agreement. The right to such use by Second Party shall be perpetual and shall be an appurtenance of and run with Second Party's land described above.

2. It is understood that the right of Second Party to appropriate and divert water from said well is junior to the right of First Party to divert water from said well, and that Second Party shall be entitled to have his water pumped and diverted by means of said well only at the times and in the amounts that the same can be done without curtailment of or interference with First Parties' use of the well for the diversion of First Parties' senior water right.

3. First Parties agree to operate said well, pump and attendant facilities and shall make all necessary decisions concerning such operation, as well as necessary maintenance, repairs, replacement and the like. Second Party agrees to notify First Parties as far in advance as practicable of the times and amounts when he desires to use water from the well, and to the extent that such request by Second Party will not interfere with the use by First Parties of their prior right, First Parties agree to operate said well, pump and attendant facilities to provide the

water requested by Second Party at the times and in the amounts requested.

4. Second Party agrees to pay First Parties for the use of said well, pump and attendant facilities as described above, the following:

- a. 50% of all maintenance costs, including all repairs and any replacement of the well, casing, pump, (including but not limited to the pump panel, the motor and bowls) metering devices, and all attendant facilities and equipment used in the operation of said well for the production of water under the water rights listed above.
- b. The proportionate share of all power and related costs, including demand charges, based upon the amount of water used by Second Party compared to the total amount of water used from said well in any given season.
- c. An amount during each irrigation season equal to the amount due under subparagraph b. of this paragraph as compensation to First Parties for the use of their well and pump.

First Parties agree to notify Second Party promptly after any expenses mentioned in subparagraphs a. and b. of this paragraph are incurred and Second Party shall pay his share of such charges within 30 days from the date of such notice. All adjustments in the total amount due based upon the actual use of water by the parties shall be made on or before November 1, of each year and all amounts due under subparagraph c. of this paragraph shall also be paid by Second Party to First Parties by such date.

5. First Parties shall not be liable nor responsible to Second Party, and Second Party hereby waives any rights or claims

which may accrue against First Parties, for damages resulting to Second Party for mechanical or other failures in said well and pump which may result in failure to produce water pursuant to Second Party's request, even if such are the proximate result of First Parties' negligence.

6. The failure of either party to comply with the terms of this contract will oblige that party to pay all expense, including a reasonable attorneys fee incurred by the other party because of such failure.

7. It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature excepting those set forth in writing in this Agreement.

8. The provisions and stipulations hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, personal representatives, assigns or successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

No. 11-1019

FILED

APR 09 1979

AM 3 30 P.M.
BUTTE COUNTY RECORDER

Searched . . .	✓
Compared . . .	✓
Indexed . . .	✓

FIRST PARTIES:

Arthur W. Quist
Arthur W. Quist
Lenora W. Quist
Lenora W. Quist

SECOND PARTY:

A. Larry Quist
A. Larry Quist

STATE OF IDAHO)
) ss.
County of Butte)

On this 30th day of March, 1979, before me, the undersigned, a Notary Public in and for said state, personally appeared ARTHUR W. QUIST and LENORA W. QUIST, his wife, known 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

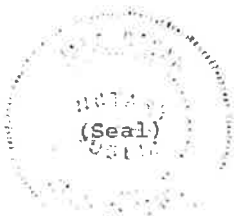


Jane Cagar
Notary Public for Idaho
Residing at: Arco, Idaho
My Commission Expires: 8-24-82
Bond

STATE OF IDAHO)
) ss.
County of Butte)

On this 30th day of March, 1979, before me, the undersigned, a Notary Public in and for said state, personally appeared A. LARRY QUIST, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jane Cagar
Notary Public for Idaho
Residing at: Arco, Idaho
My Commission Expires: 8-24-82
Bond

**AGRICULTURAL
LEASE AGREEMENT**
(Cash Rent)

BUTTE COUNTY
Recorded for:
AMANDA DARLAND
3:39:20 PM 12-18-2019
0000-057705
No. Pages: 6 Fee: \$ 25.00
SHELLY BLACKNER
County Clerk
Deputy: **BILLEE**

THIS AGRICULTURAL LEASE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 1st day of October 1, 2019 (the "Effective Date"), by and between **Larry Quist**, a single man, whose address is 2210 North 2900 West Arco ID 83213 (hereinafter, "Lessor"); and **Sunset Farm & Ranch LLC**, an Idaho limited liability company, whose address is 1450 W. Highway 24, Paul, ID 83347-8666 (hereinafter the "Lessee"). Lessor and Lessee are individually a "Party" and together the "Parties".

RECITALS:

- A. Lessor is the owner of farm property and certain water rights. Lessor desires to lease all his water rights and a portion of his farm property consisting of approximately one hundred eighty (180) acres to Lessee. The property and water rights are described as:

SW1/4SW1/4 and SE1/4SW1/4, Section 8, Township 03N., Range 27E.B.M.

East 100 acres of the NW1/4, Section 17, Township 03N., Range 27E.B.M.

Water Right Nos. 34-7149, 34-7181, 34-7225, 34-10678, 34-10679, 34-10680, 34-12421, and 34-13414; Storage water from the Big Lost River Irrigation District associated with the above-described property.

A map depicting the above-described land is attached hereto as **Exhibit 1**. The above-described property and water rights are referred to hereafter in this Agreement as the "Leased Property".

- B. Lessor desires to lease to Lessee the Leased Property pursuant to the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. **Leased Property.** Upon and subject to the terms and conditions of this Agreement, the Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor, the Leased Property.
2. **Term.** Subject to the renewal provisions of this paragraph, the initial term for this Agreement is for one (1) year and three (3) months commencing on the Effective Date and terminating on December 31, 2020. ~~This Agreement will automatically renew for subsequent one (1) year terms (commencing on January 1st of each subsequent year and terminating on December 31st of the same year) unless either Party provides written notice to the other Party received on or before September 1st of such lease year of the intent to terminate this Agreement.~~ *Parties to Agree no later than Sept 1*

Oct 24-19 MT Oct 24-19

Exhibit 12

3. **Possession.** Lessee shall, during the lease term, be entitled to possession of the Leased Property, subject to compliance with the terms and conditions of this Agreement and payment of the rent set forth in paragraph 4 hereof.
4. **Rent.** In consideration of the leasing, occupancy, and use of the Leased Property, Lessee hereby promises and agrees to pay, yield, and deliver cash rent in the amount of **Thirty Thousand Dollars (\$30,000.00)**.
5. **Rent Payment.** Rent shall be paid to Lessor in two equal payments. One-half of the rent set forth in Paragraph 4 (**\$15,000.00**) shall be paid upon execution of this Agreement, and the other one-half (**\$15,000.00**) shall be paid on or before November 1, 2020. If this Agreement is automatically renewed for 2021 and thereafter, the first one-half of the rent payment shall be paid on or before April 1st and the second one-half of the rent payment shall be paid on or before November 1st of the same year.
6. **Irrigation Equipment.** The 100-acre portion of the Leased Property is currently irrigated with two one-half mile wheel lines. Lessee shall be entitled to use these wheel lines as part of this Agreement and, at its sole cost and expense, shall maintain, lubricate, service, and care for the two wheel lines.
7. **Water and Power Charges.** The Lessor agrees that all the water rights described in this Agreement shall be made available to Lessee for irrigation. Lessee shall have the right to vote and control any water right and irrigation district entitlements associated with these water rights. Lessee shall be responsible to pay, and shall promptly pay, levies, and assessments from the Big Lost River Irrigation District and Water District No. 34.
8. **Condition of Leased Property.**
 - a. Lessee accepts the Leased Property in its present condition, "AS IS."
 - b. The Lessor makes no representation or warranty with respect to the condition of the Leased Property or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein.
9. **Other Agreements.**
 - a. **Wheel Lines:** The Parties agree that Lessee is (1) the owner of an electric wheel line located on property in the southeast corner of property recently acquired by Lessee; and (2) the owner of a Wade Rain ¼ mile wheel line. Lessor shall remove all wheel lines owned by Lessor located upon Lessee's property (located adjacent to the Leased Property) on or before April 1, 2020.
 - b. **Fence Repair.** Lessee will repair the fence disturbed by prior ditch work performed by Lessee.
 - c. **Grazing on 60 Acres.** This Agreement does not include leasing of the property owned by Lessor west of the 100-acre portion of the Leased Property (consisting of approximately 60 acres). If the 60-acre portion is

Exhibit 12

not leased by Lessee from Lessor under a separate agreement, and in the event Lessee decides to graze cattle on the 100-acre portion of the Leased Property, Lessor shall fence out the 60 acres if he desires to keep Lessee's cattle off the 60 acres.

- d. **Alfalfa Seed.** Wherever Lessee decides to plant alfalfa on the Leased Property, Lessor shall pay for all alfalfa seed planted on the Leased Property and shall also pay for 50% of the fertilizer used in the seeding process. The type and quantity of alfalfa seed shall be determined by Lessee after consultation with the Lessor.

- e. **Thorton Pivot.** Lessor shall be responsible to remove items located on the 80-acre portion of the Leased Property (including, but not limited to, all items at the east end of the Thorton north fence) in order to allow the Thorton pivot to complete a full circle. Such work shall be completed on or before April 1, 2020.

[Handwritten initials]

Oct 24-19

- lower the wires MT 10-24*
f. **Thorton Fence.** Lessor shall be responsible for ~~removing~~ of the Thorton north fence and all mainline along the Thorton fence. Such work shall be completed on or before April 1, 2020.

- g. **Transfer of Lessee's Water Rights.** Lessee owns certain water rights appurtenant to property now owned by Lessee previously owned by the Sunset Trust.¹ Lessee intends to transfer (amend) these water rights (or portions thereof) pursuant to Idaho Code § 42-222. Lessor shall not protest or object to Lessee's transfer of these water rights (or portions thereof), and further, shall also not encourage others to protest or object to transfers of these water rights.

10. **Payment of Taxes and Utilities.**

- a. Real and personal property taxes and any other ad valorem charge on the Leased Property shall be paid by the Lessor prior to becoming due and delinquent for all such taxes assessed against the Leased Property.
- b. Lessee shall pay all utility charges, including but not limited to all electrical charges, rendered to and used in connection with the Leased Property.

11. **Government Programs and Crop Residue.**

- a. ~~In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all government program payments relative to crops grown on the Leased Property.~~

[Handwritten initials]

Oct 24-19

¹ These water rights are Water Right Nos. 34-10484, 34-2491E, 34-796, 34-7075, 34-2277, 34-4002, 34-187A, 34-195D, 34-196C, 34-2480B, 34-2491G, and 34-10491.

b. In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all crop residue, including but not limited to straw from crops grown on the Leased Property.

12. **Inspection.** The Lessor may enter the Leased Property at any time for the purpose of inspecting the same.
13. **Indemnification and Insurance.** Lessee will protect, indemnify and save harmless the Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon, incurred by, or asserted against the Lessor or the Leased Property by reason of the operations conducted by Lessee on the Leased Property or as a result of any failure on the part of Lessee to perform or comply with any of the terms of this Agreement. The obligations of Lessee under this section shall survive any termination of this Agreement. Lessee agrees, during the terms of this Agreement or any renewals thereof, to carry general liability insurance for personal injury and property damage liability. Such insurance shall provide for property damage liability coverage of at least \$100,000.00 and personal injury coverage of at least \$1,000,000.00 for each occurrence and in the aggregate.
14. **Default and Reentry.** Faithful performance of the terms and conditions of this Agreement are expressly made the essence of this Agreement. If Lessee shall default in the payment of the rent, or shall fail to perform or shall materially violate any of the terms or provisions of this Agreement, and such default shall continue for fourteen (14) days after notice in writing is given to Lessee by the Lessor, or the Lessor's authorized representative, to comply with the relevant terms and provisions, then, the Lessor may declare that the Agreement has ended. The Lessor may take possession of all growing crops and continue their cultivation and harvest, and shall be entitled to all proceeds from said crops, provided, however, that the Lessor shall reimburse Lessee's actual expenses of planting, growing, maturing, harvesting, transporting, or storing said crops. Nothing herein shall give the Lessor the right to take harvested crops from a prior year for default in the current year.
15. **Quiet Enjoyment.** The Lessor covenants with Lessee that upon Lessee's entry into the Leased Property and Lessee's performance of the terms and conditions of this Agreement, Lessee shall have full freedom and use of the Leased Property in accordance with the terms set forth herein.
16. **Notices.** Any notices provided for herein shall be in writing and sent by registered or certified mail to the Parties at the following addresses, or to such other address as shall be supplied in writing by either Party to the other:

a. **Lessor (Larry Quist):** 2210 N. 2900 West Area T3 83013

b. **Lessee (Sunset Farm & Ranch LLC):** 1450 W. Highway 24, Paul, ID 83347-8666

17. **Provisions of Agreement Subject to Applicable Law.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this

Exhibit 12

Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

18. **End of Lease Term and Surrender of Leased Property.** Upon expiration or other termination of the term of this Agreement, Lessee shall immediately quit and surrender to the Lessor the Leased Property in good order and condition, ordinary wear and tear expected, and shall remove all of Lessee's farming equipment. Lessee shall restore any material damage to the Leased Property caused by the removal of Lessee's farming equipment. Expiration or termination of this Agreement shall relieve Lessee of its liabilities and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto, effective as of the date and year first above written, have caused this *Agricultural Lease Agreement* to be executed in duplicate.

"Lessor"


Larry Quist 10-24-19

"Lessee"

Sunset Farm & Ranch LLC


Michael Telford
Member 10-24-19

Exhibit 12

EXHIBIT 1
(Illustrative Map of the Leased Property)

QUIST AND SUNSET FARM & RANCH LLC LEASE



Exhibit 12

Agricultural Lease Agreement

(Cash Rent)

THIS AGRICULTURAL LEASE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 1st day of October, 2019 (the "Effective Date"), by and between Larry Quist, a single man whose address is 2210 North 2900 West, Arco, Idaho 83213 (hereinafter, "Lessor"); and Sunset Farm & Ranch LLC, an Idaho limited liability company, whose address is 1450 W. Highway 24, Paul, Idaho 83347 (hereinafter the "Lessee"). Lessor and Lessee are individually a "Party" and together the "Parties".

RECITALS:

- A. Lessor is the owner of farm property and certain water rights. Lessor desires to lease all his water rights and a portion of his farm property consisting of approximately one hundred eighty (180) acres to Lessee. The property and water rights are described as:

SW1/4SW1/4 and SE1/4SW1/4, Section 8, Township 03N., Range 27E.B.M.

East 100 Acres of the NW1/4, Section 17, Township 03N., Range E.B.M.

Water Right No's. 34-7149, 34-7181, 34-7225, 34-10678, 34-10679, 34-10680, 34-12421, and 34-13414; Storage water from the Big Lost River Irrigation District associated with the above-described property.

A map depicting the above-described land is attached hereto as Exhibit 1. The above-described property and water rights are referred to hereafter in the Agreement as the "Leased Property".

- B. Lessor desires to lease to Lessee the Leased Property pursuant to the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. **Leased Property:** Upon and subject to the terms and conditions of this Agreement, the Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor, the Leased Property.
2. **Term:** Subject to the renewal provisions of this paragraph, the term for this Agreement is for an effective date of January 1, 2021, terminating on December 31st, 2021. Parties to agree no later than September 1, 2021 for renewal of lease.

3. **Possession:** Lessee shall, during the lease term, be entitled to possession of the Leased Property, subject to compliance with the terms and conditions of this Agreement and payment of the rent set forth in paragraph 4 hereof.
4. **Rent:** In consideration of the leasing, occupancy, and use of the Leased Property, Lessee hereby promises and agrees to pay, yield, and deliver cash rent in the amount of **Thirty Two Thousand Dollars (\$32,000.00)**.
5. **Rent Payment:** Rent shall be paid to Lessor in two equal payments. One-half of the rent set forth in Paragraph 4 (**\$16,000.00**) shall be paid upon execution of this Agreement, and the other one-half (**\$16,000.00**) shall be paid on or before November 1, 2021. If this Agreement is renewed for 2022 and thereafter, the first one-half of the rent payment shall be paid on or before April 1st, and the second one-half of the rent payment shall be paid on or before November 1st of the same year.
6. **Irrigation Equipment:** The 100-acre portion of the Leased Property is currently irrigated with three one-half mile wheel lines. Lessee shall be entitled to use these wheel lines as part of this Agreement and, at its sole cost and expense, shall maintain, lubricate, service, and care for the two wheel lines.
7. **Water and Power Charges:** The Lessor agrees that all the water rights described in the Agreement shall be made available to Lessee for irrigation. Lessor shall have the right to vote and control any water right and irrigation entitlements associated with these water rights. Lessee shall be responsible to pay, and shall promptly pay, levies, and assessments from the Big Lost River Irrigation District and Water District No. 34.
8. **Condition of Leased Property:**
 - A. Lessee accepts the Leased Property in its present condition "AS IS".
 - B. The Lessor makes no representation or warranty with respect to the condition of the Leased Property or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein.
 - C. **Fence Repair:** Lessee will repair the fence disturbed by prior ditch work performed by Lessee.
 - D. **Grazing on 60 Acres:** This Agreement does not include leasing of the property owned by Lessor west of the 100-acre portion of the Leased Property (consisting of approximately 60-acres). If the 60-acre portion is not leased by Lessee from Lessor under a separate agreement, and in the event Lessee decides to graze cattle on the 100-acre portion of the Leased Property, Lessor shall fence out the 60-acres if he desires to keep Lessee's cattle off the 60-acres.

- E. Thornton Fence:** If lease is not renewed, the Thornton North fence will be replaced by Lessee within 6 months of termination of lease.
- 9. Payment of Utilities:** Lessee shall pay all utility charges, including but not limited to all electrical charges, rendered to and used in connection with the Leased Property.
- 10. Government Programs and Crop Residue:**
- a. In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all government program payments relative to crops grown on the Lease Property.
 - b. In consideration of the cash rent being paid hereunder, Lessee shall be entitled to all crop residue, including but not limited to straw from crops grown on the Leased Property.
- 11. Inspection:** The Lessor may enter the Lease Property at any time for the purpose of inspecting the same.
- 12. Indemnification and Insurance:** Lessee will protect, indemnify and save harmless the Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorney's fees and expenses) imposed upon, incurred by, or asserted against the Lessor or the Leased Property by reason of the operations conducted by Lessee on the Leased Property or as a result of any failure on the part of Lessee to perform or comply with any terms of this Agreement. The obligations of Lessee under this section shall survive any termination of this Agreement. Lessee agrees, during the terms of this Agreement or any renewals thereof, to carry general liability insurance for personal injury and property damage liability. Such insurance shall provide for property damage liability coverage of at least \$100,000.00 and personal injury coverage of at least \$1,000,000.00 for each occurrence and in the aggregate.
- 13. Default and Reentry:** Faithful performance of the terms and conditions of this Agreement have expressly made the essence of this Agreement. If Lessee shall default in the payment of the rent, or shall fail to perform or shall materially violate any of the terms or provisions of this Agreement, and such default shall continue for fourteen (14) days after notice in writing is given to Lessee by the Lessor, or the Lessor's authorized representative, to comply with the relevant terms and provisions, then, the Lessor may declare that the Agreement has ended. The Lessor may take possession of all growing crops and continue their cultivation and harvest, and shall be entitled to all proceeds from said crops, provided, however, that the Lessor shall reimburse Lessee's actual expenses of planting, growing, maturing, harvesting, transporting, or storing said crops. Nothing herein shall give the Lessor the right to take harvested crops from a prior year for default in the current year.

14. Quiet Enjoyment:

- a. The Lessor covenants with Lessee that upon Lessee's entry into the Leased Property and Lessee's performance of the terms and conditions of this Agreement, Lessee shall have full freedom and use of the Leased Property in accordance with the terms set forth herein.
- b. Lessee's make no claim of right of way through the private property of Lessor.

15. Notices: Any notices provided herein shall be in writing and sent by registered or certified mail to the Parties at the following addresses, or to such other addresses shall be supplied in writing by either Party to the other:

- a. Lessor (Larry Quist): 2210 N. 2900 West – Arco, Idaho 83213
- b. Lessee (Sunset Farm & Ranch LLC): 1450 W Hwy 24 – Paul, Idaho 83347

16. Provisions of Agreement Subject to Applicable Law: All rights, powers and remedies provided herein may be exercised only to the extent the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

17. End of Lease Term and Surrender of Leased Property: Upon expiration or other termination of the term of this Agreement, Lessee shall immediately quit and surrender to the Lessor the Leased Property in good order and condition, ordinary wear and tear expected, and shall remove all the Lessee's farming equipment. Lessee shall restore any material damage to the Leased Property caused by the removal of Lessee's farming equipment. Expiration or termination of this Agreement shall relieve Lessee of its liabilities and obligations hereunder.

Agricultural Lease Agreement

(Cash Rent)

IN WITNESS WHEREOF, the Parties hereto, effective as of the date and year first above written, have caused the *Agricultural Lease Agreement* to be executed in duplicate.

"Lessor"

Larry Quist

Larry Quist 10-24-20

"Lessee"

Michael Telford - Sunset Farm & Ranch LLC

Michael Telford 10-26-20

STATE OF IDAHO } ss.
COUNTY OF BUTTE }

On this _____ day of _____
in the year 20_____, before me, a Notary Public,
personally appeared _____
known or identified to me to be the person whose name
subscribed to the within instrument, and acknowledged
to me that he executed the same.

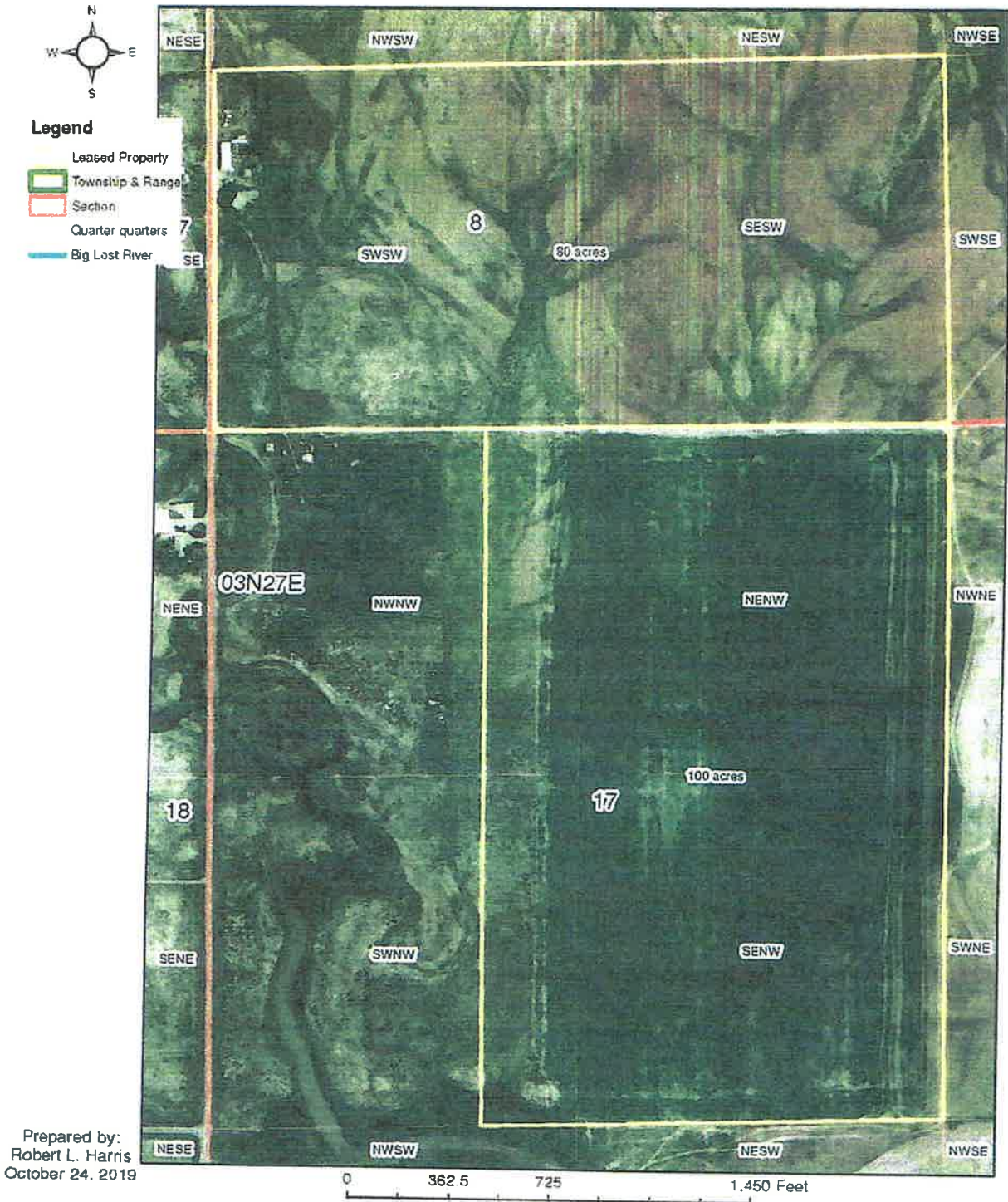
Notary Public _____

Residing at _____, Idaho

Commission Expires _____

EXHIBIT 1
(Illustrative Map of the Leased Property)

QUIST AND SUNSET FARM & RANCH LLC LEASE



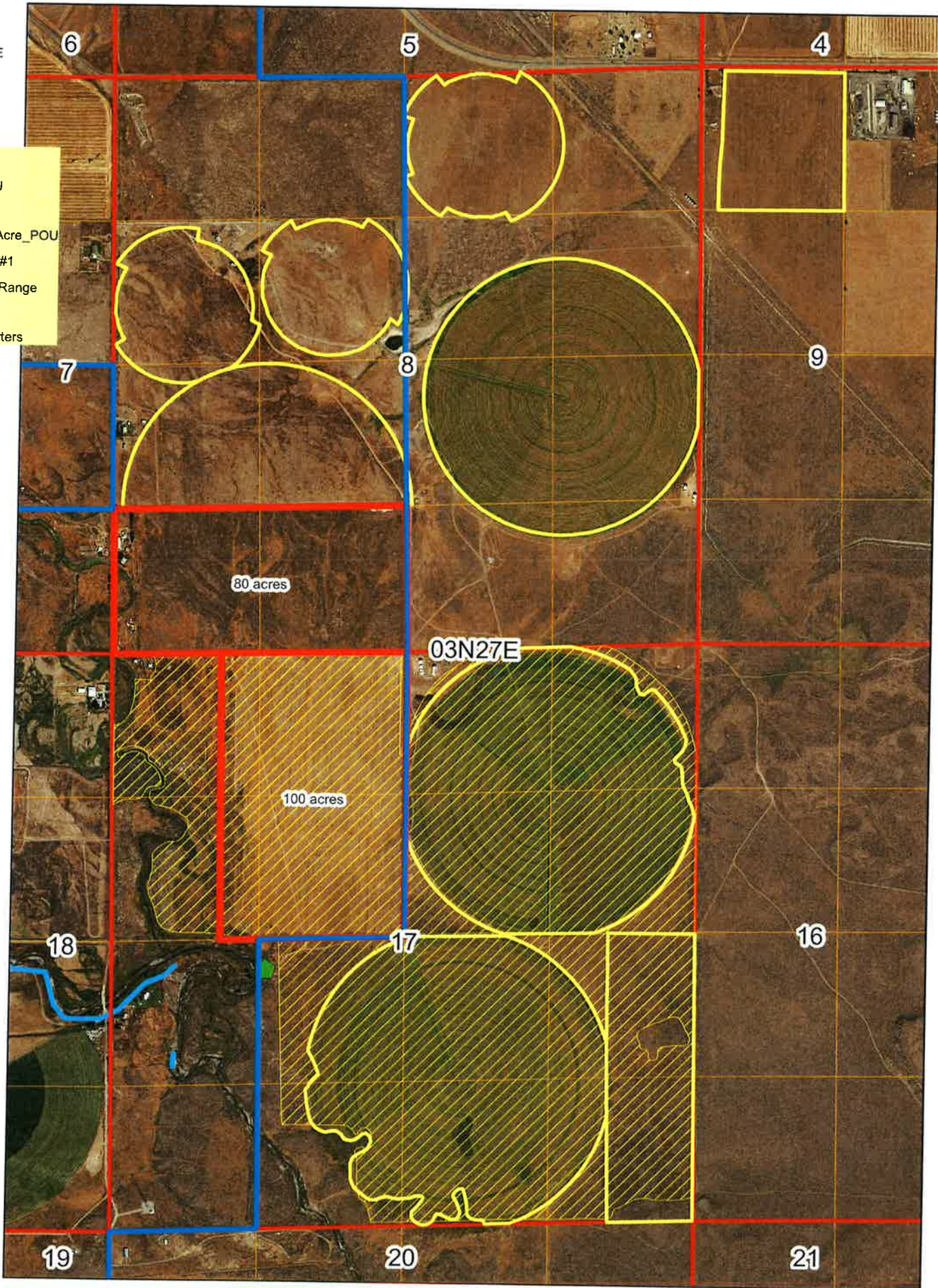
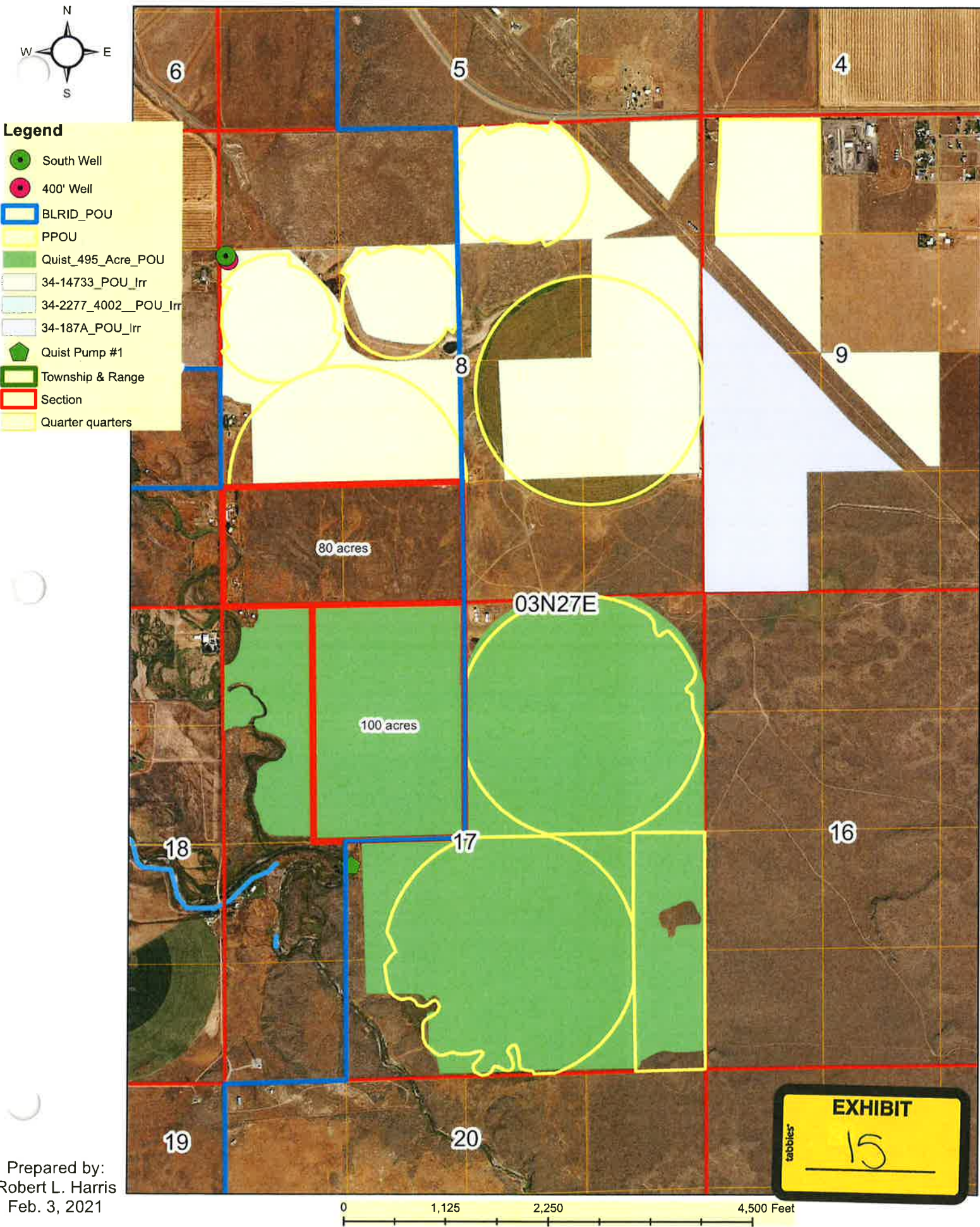
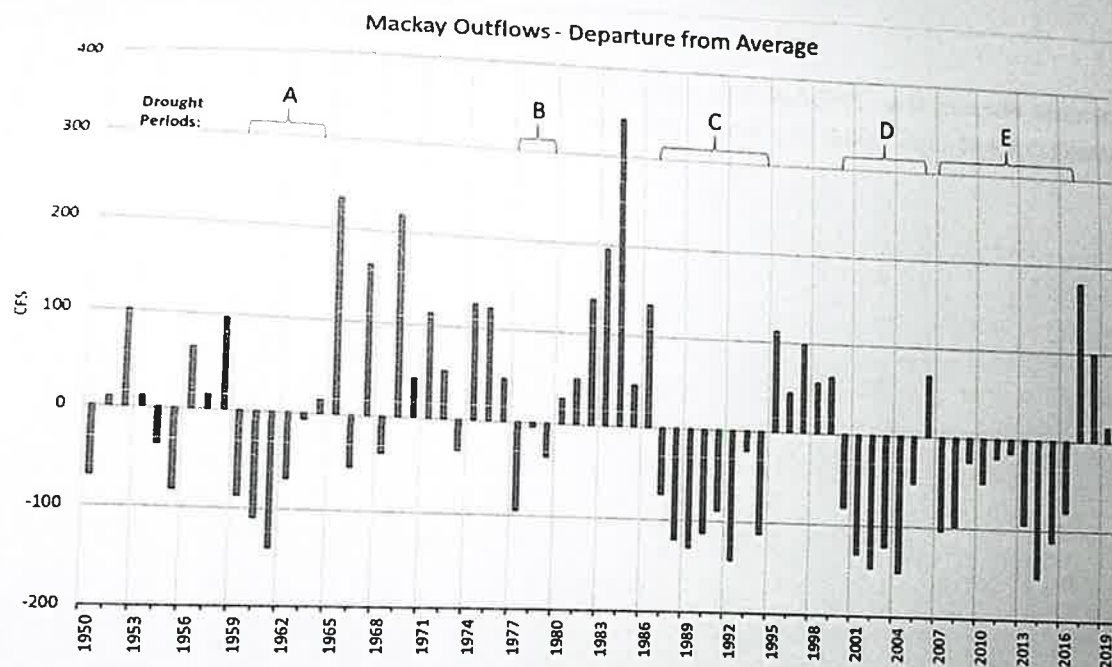


Exhibit 14

SUNSET FARM & RANCH LLC TRANSFER





Adapted from Owsley: Big Lost Aquifer System presentation Dec 10, 2014

As the result of a petition filed with IDWR to create a Critical Groundwater Area in the Big Lost River Valley, a partnership between the BLRGWD and local citizens represented by Rose Bernal was formed. The primary function of this partnership is to perform aquifer management projects with the intent to provide aesthetic and recreational enhancements in the lower valley.

EXHIBIT

tabbles®

16

Video Deposition

1

1 IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
2 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE
3

4 A. LARRY QUIST, an individual,)

5 Plaintiff,)

6 vs.)

7 JAMES MILLIGAN, as trustee of the)
8 SUNSET TRUST ORGANIZATION, and as)
9 trustee of the RICHARD SWIFT)
10 COMPANY TRUST, and as personal)
11 representative of the ESTATE OF)
12 LENORA W. QUIST AND ARTHUR W.)
13 QUIST,)

14 Defendants.)

15 IN THE MATTER OF THE ESTATES OF)

16 LENORA W. QUIST, a/k/a LENORA L.)
17 QUIST, and ARTHUR W. QUIST,)

18 Both Deceased.)

19 VIDEO DEPOSITION OF A. LARRY QUIST

20 Friday, February 28, 2014, 9:15 a.m.

21 Arco, Idaho

22 BE IT REMEMBERED that the deposition of A.
23 Larry Quist was taken by the attorney for the
24 defendants at the Butte County Courthouse, located at
25 260 West Grand Avenue, Arco, Idaho, before Shantae
Miller, Court Reporter and Notary Public, in and for
the State of Idaho, in the above-entitled matter.

A P P E A R A N C E S

For James Milligan as Trustee and Personal
Representative:

RIGBY, ANDRUS & RIGBY LAW, PLLC
BY: TYLER J. SALVESEN
25 North Second East
Rexburg, Idaho 83440
(208) 356-3633

For the Plaintiff:

SAWTOOTH LAW OFFICE, PLLC
BY: DAVID P. CLAIBORNE
1101 West River Street, Suite 110
Post Office Box 7985
Boise, Idaho 83707
(208) 629-7447

Also Present:

John Terrill (videographer)

E X A M I N A T I O N

A. LARRY QUIST	Page
BY MR. SALVESEN.....	5
BY MR. CLAIBORNE.....	228

E X H I B I T S

No.		Page
Exhibit A	Summons and Complaint.....	4
Exhibit B	Answer to Complaint, ... Counterclaim, and Demand for Jury Trial	4
Exhibit C	Beneficiary A. Larry Quist's ... Responses to Successor Personal Representative's First Set of Interrogatories, Request for Production for Documents, and Request for Admissions	4
Exhibit D	Estate Tax Returns.....	4
Exhibit E	Exhibit to Estate Tax Return....	4
Exhibit F	Forest Service Permits 2012.....	4
Exhibit G	BLM Grazing Documents.....	4
Exhibit H	Brand Information.....	4
Exhibit I	Map 1.....	4
Exhibit J	Aerial Map.....	4
Exhibit K	Tax Inquiry and Title Report....	4
Exhibit L	Sunset Trust.....	4
Exhibit M	Richard Swift Trust.....	4
Exhibit N	Trust Certificates.....	4
Exhibit O	Water rights.....	4
Exhibit P	Letters to Larry.....	4
Exhibit Q	Railroad Documents.....	4
Exhibit R	Copies of the backs of miscellaneous checks	4
Exhibit S	Arthur Quist Properties, ... Lenora Quist Properties, and Sunset Trust Properties	4

Video Deposition

4

1 (The deposition proceeded at 9:15 a.m. as follows:)

2
3 (EXHIBITS-A THOUGH -S WERE PREMARKED FOR
09:10AM 4 IDENTIFICATION)

09:10AM 5
09:12AM 6 VIDEOGRAPHER: We will now go on the record.

09:15AM 7 My name is John Terrill, the video
09:15AM 8 technician, and Shantae Miller is the court reporter
09:15AM 9 from T&T Reporting at 477 Shoup Avenue, Suite 105,
09:15AM 10 Idaho Falls, Idaho.

09:15AM 11 We are here today, February 28th, 2014,
09:15AM 12 at approximately 9:15 a.m., Mountain Time, at the
09:15AM 13 Butte County Courthouse, 260 West Grand Avenue, Arco,
09:15AM 14 Idaho, to videotape the deposition of A. Larry Quist
09:15AM 15 as an individual being taken in the instance of the
09:15AM 16 defendants in the matter of Larry A. Quist,
09:15AM 17 Plaintiff, versus James Milligan as Trustee of the
09:15AM 18 Sunset Trust organization and as Trustee of the
09:15AM 19 Richard Swift Company Trust, and as a personal
09:15AM 20 representative of the Estate of Lenora -- how do you
09:16AM 21 say that?

09:16AM 22 MR. SALVESEN: Lenora.

09:16AM 23 VIDEOGRAPHER: Lenora W. Quist and Arthur W.
09:16AM 24 Quist, Defendants, case numbers CV-2013-75 and
09:16AM 25 CV-2002-116 in the District Court of the Seventh

Video Deposition

5

09:16AM 1 Judicial District in the state of Idaho in and for
09:16AM 2 the County of Butte.

09:16AM 3 The court reporter will now swear the
09:16AM 4 witness, and then counsel will introduce themselves
09:16AM 5 and the parties they represent.

09:16AM 6 (Whereupon, the witness was sworn in.)

09:16AM 7 MR. SALVESEN: Okay. My name is Tyler
09:16AM 8 Salvesen. I represent the defendant, Jim Milligan,
09:16AM 9 in this case.

09:16AM 10 MR. CLAIBORNE: My name is David Claiborne,
09:16AM 11 and I represent the plaintiff.

09:16AM 12 VIDEOGRAPHER: Okay. Go ahead and proceed.

09:16AM 13 EXAMINATION

09:16AM 14 BY MR. SALVESEN:

09:16AM 15 Q. Mr. Quist, this is a deposition in which
09:16AM 16 I will ask you questions and you must answer them
09:17AM 17 truthfully. Although no judge is present, this is a
09:17AM 18 formal legal proceeding just like testifying in
09:17AM 19 court, and you are under the same legal obligation to
09:17AM 20 tell the truth, the whole truth, and nothing but the
09:17AM 21 truth.

09:17AM 22 If you do not understand any of my
09:17AM 23 questions, feel free to say so, and I will rephrase
09:17AM 24 it.

09:17AM 25 Before the deposition can be used in

09:47AM 1 that it mentions in there.

09:47AM 2 Q. Okay. Describe the efforts you took to
09:47AM 3 take care of the farming operations on behalf of the
09:47AM 4 Trust.

09:47AM 5 A. There were a lot of bills to pay, plant,
09:47AM 6 harvest.

09:47AM 7 Q. Okay. I understand that. So you just
09:47AM 8 planted crops. What were the results? Were you
09:47AM 9 successful at those results?

09:47AM 10 A. I did what I could do with the water
09:47AM 11 that there was.

09:47AM 12 Q. Okay. Well, did you -- was there a
09:47AM 13 profit on the land?

09:47AM 14 A. Probably not much, if anything.

09:47AM 15 Q. Okay. Describe the efforts you took to
09:47AM 16 take care of the cattle operations on behalf of the
09:48AM 17 Trust.

09:48AM 18 A. Well, there were a lot of water hauling,
09:48AM 19 a lot of -- a lot of work. Feed them in the winter,
09:48AM 20 raise the hay to feed them.

09:48AM 21 Q. Okay. And what -- how was the outcome?
09:48AM 22 Were you able to turn a profit, or were there profits
09:48AM 23 or losses on the cattle operation?

09:48AM 24 A. I don't know. It's not too profitable.
09:48AM 25 There is a lot of water. That's expensive to haul.

09:48AM 1 Q. Okay.

09:48AM 2 A. There was labor, there was hay to fed
09:48AM 3 [sic] them.

09:48AM 4 Q. Okay. Describe the efforts you took to
09:48AM 5 properly take care of the water rights associated
09:48AM 6 with the property titled in the name of the Trust.

09:48AM 7 A. I used what there was.

09:48AM 8 Q. Did you -- when you used the water
09:48AM 9 rights, were they always associated with the land
09:48AM 10 that the water right was pertinent to?

09:48AM 11 A. No.

09:48AM 12 Q. What do you mean by that?

09:48AM 13 A. I mean no.

09:49AM 14 Q. Okay. How did you not use it correctly?

09:49AM 15 A. Well, sometimes it was used down on my
09:49AM 16 property even when my dad was alive. He let me use
09:49AM 17 it.

09:49AM 18 Q. Okay. So --

09:49AM 19 A. I used it wherever it was necessary.
09:49AM 20 Wherever it was most beneficial.

09:49AM 21 Q. Okay.

09:49AM 22 A. And vice versa. Mine was used up there
09:49AM 23 with a huge contribution to his place because I
09:49AM 24 actually have more water than he does.

09:49AM 25 Q. Okay. But it wasn't used on the land it

09:49AM 1 was associated with?

09:49AM 2 A. I don't know too many people that do.

09:49AM 3 Q. Okay.

09:49AM 4 A. It was used some on the land. It was
09:49AM 5 used where it was being -- where the crop was, I
09:49AM 6 guess.

09:49AM 7 Q. All right. Describe the efforts you
09:49AM 8 have taken to maintain Trust farm equipment and
09:49AM 9 vehicles, tools, fences and buildings belonging to
09:50AM 10 the Trust.

09:50AM 11 A. It was a considerable expense. I've
09:50AM 12 paid a lot of repairs, a lot of tires, a lot of fuel,
09:50AM 13 oil.

09:50AM 14 Q. Okay. All right. And now as far as --
09:50AM 15 now we're going talk a little bit about the Estate
09:50AM 16 and your efforts as personal representative. Is it
09:50AM 17 okay to you if I refer to your parents' Estate, the
09:50AM 18 Estate of Lenora and Arthur Quist as just "the
09:50AM 19 Estate"?

09:50AM 20 A. Go ahead. I don't know.

09:50AM 21 Q. Well, is that fine with you? Will you
09:50AM 22 understand that I'm referring to your parents'
09:50AM 23 Estate?

09:50AM 24 A. Yeah.

09:50AM 25 Q. Okay. Do you know why you were removed

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real estate taxes and assessment?

A. Well, the last three years were due.

Q. So 2012, 2011, 2009, '10?

A. Whatever they are.

Q. So at least the last three years you didn't pay timely taxes -- you didn't pay the taxes or the assessments?

A. Oh, I think I paid them in the last three years.

Q. Okay. Well, tell me what years did you not pay them, then.

A. Well, the last three years haven't been paid, but...

Q. Okay.

A. Kind of hard to farm with no water, and there is no water. There is bad droughts.

Q. Okay. Did you ever close the Estate?

A. I don't think so.

Q. Why not?

A. Well, I went to Ray Rigby for ten years. Time and time again, I got nothing from him. Why didn't he do something? I don't know.

Q. Did you ask him to close the Estate?

A. I asked him a lot of questions. I got no answers.

10:49AM 1 provided any of those records to your attorney or to
10:49AM 2 opposing counsel, correct?

10:49AM 3 A. No.

10:49AM 4 Q. Okay. If I can refer you to Schedule A,
10:49AM 5 it's going to be Schedule A, page 4 in the document.
10:49AM 6 And then underneath it says, "Chappell1000004."

10:50AM 7 Okay. It lists "Dry Grazing Acreage"
10:50AM 8 and the value of death -- at the value at your
10:50AM 9 father's death at \$165,930.

10:50AM 10 What acreage is associated with the dry
10:50AM 11 grazing acreage?

10:50AM 12 A. Oh, there is about 2,000 acres of
10:50AM 13 sagebrush grazing.

10:50AM 14 Q. Okay. And then as far as the
10:50AM 15 "Irrigation Acreage" in the amount of 425,733, how
10:50AM 16 many acres of that are we talking about?

10:50AM 17 A. Oh, between 4- and 500.

10:50AM 18 Q. Okay.

10:50AM 19 A. It has water rights, but it doesn't
10:50AM 20 really have the water because the water rights are
10:50AM 21 not that good and --

10:50AM 22 Q. Because of the drought situation?

10:50AM 23 A. Well, it doesn't matter if there is a
10:50AM 24 drought. If there's some late water rights there, it
10:50AM 25 doesn't matter. And even on the good years, there is

10:50AM 1 not going to be water for it.

10:51AM 2 The shrink in the canal is now

10:51AM 3 50 percent. So even if you got -- there's times when

10:51AM 4 I had 600 inches of the water at the head of the

10:51AM 5 canal, and they cut it to 300 inches out of my ditch,

10:51AM 6 so...

10:51AM 7 Q. Gotcha. So -- and then as far as "Other
10:51AM 8 Property," do you know what that's referring to?

10:51AM 9 A. It says see attached exhibit,
10:51AM 10 explanation.

10:51AM 11 MR. CLAIBORNE: It's the next page.

10:51AM 12 Q. (BY MR. SALVESEN) Okay. So the "Rural
10:51AM 13 Homesite" -- when you say "Rural Homesite," what are
10:51AM 14 you referring to?

10:51AM 15 A. The house my parents lived in, I guess.

10:51AM 16 Q. And is that the house you live in now?

10:51AM 17 A. Yes.

10:51AM 18 Q. Okay. And then there is -- it also says
10:52AM 19 "Home," is that the real property on top of the rural
10:52AM 20 homesite -- or the house that's on top of the rural
10:52AM 21 homesite?

10:52AM 22 A. I don't know. I doubt it.

10:52AM 23 Q. Okay. And do you know what "Other
10:52AM 24 Improvements" means?

10:52AM 25 A. No.

12:51PM 1 A. Prevented planning.

12:51PM 2 MR. SALVESEN: Okay.

12:51PM 3 MR. CLAIBORNE: What was the answer?

12:51PM 4 THE WITNESS: Prevented planning.

12:51PM 5 MR. SALVESEN: Okay.

12:51PM 6 THE WITNESS: It's a drought declaration.

12:51PM 7 There wasn't water to plant a lot of the acres.

12:51PM 8 Q. (BY MR. SALVESEN) What policy was it

12:51PM 9 from?

12:51PM 10 A. There is a policy to Sunset Trust.

12:51PM 11 Q. Okay. And was the name of the insurance

12:51PM 12 company as well, the Multi-Peril?

12:51PM 13 A. Yes.

12:51PM 14 Q. Okay. And what was the name of the

12:51PM 15 representative that helped you with that?

12:51PM 16 A. Well, there was more than one involved

12:52PM 17 in doing the crop inspection and --

12:52PM 18 Q. Yeah. What were their names?

12:52PM 19 A. They come in from other places. I don't

12:52PM 20 remember the name right now.

12:52PM 21 Q. Okay. And --

12:52PM 22 A. By the way, you're jeopardizing that

12:52PM 23 check big time. It already was jeopardized all along

12:52PM 24 because it could have been issued much, much earlier,

12:52PM 25 and you've held it up, and it may be lost.

02:19PM 1 well? It's water right -- will you read the water
02:19PM 2 right number, Larry?

02:19PM 3 A. 34-7441. 34 is our water district
02:19PM 4 number, and we're water district number 34.

02:20PM 5 Well, the place of use has changed a
02:20PM 6 little bit.

02:20PM 7 Q. Okay. Can you show me how on the map?

02:20PM 8 A. Well, this isn't water and this is. The
02:20PM 9 pivots changed. It's a pivot.

02:20PM 10 Q. Okay.

02:20PM 11 A. It still waters a hundred acres, but
02:20PM 12 it's a different hundred acres than the -- the
02:20PM 13 corners are out of it, and it goes out past this line
02:20PM 14 here.

02:20PM 15 Q. Okay.

02:20PM 16 A. I think it could go to that ground there
02:20PM 17 too. And probably to --

02:21PM 18 Q. So you're just saying that the way it's
02:21PM 19 been used is not fitting in with the description
02:21PM 20 that's on the --

02:21PM 21 A. Yes.

02:21PM 22 Q. It's more appropriate to say that where
02:21PM 23 the pivot is now, where we can see that circle, is
02:21PM 24 where it's used presently?

02:21PM 25 A. Yes.

02:47PM 1 A. Well, it was the Big Butte Cattle
02:47PM 2 Association and Sunset trust allotment -- or Sunset
02:47PM 3 Allotment.

02:47PM 4 Q. Okay.

02:47PM 5 A. They were both -- we ran in there in
02:47PM 6 common. I mean, we didn't -- we both had AUMs in
02:47PM 7 there. We used the AUMs, and it wasn't really matter
02:47PM 8 whose they were.

02:47PM 9 Q. Okay. What about the water rights? You
02:47PM 10 described that you would share water rights and try
02:47PM 11 to get -- sometimes use his for your property and
02:47PM 12 sometimes he would use yours for his property. Was
02:48PM 13 that essential to the farm operation?

02:48PM 14 A. We used it where we thought it was the
02:48PM 15 best advantage to use it.

02:48PM 16 Q. Okay.

02:48PM 17 A. He gave me some water to help me out.
02:48PM 18 He knew I had a mortgage payment and stuff. And
02:48PM 19 there are other things that I won't mention, but he
02:48PM 20 basically turned the well over to me, and I used it.
02:48PM 21 It was licensed to either property. I could decide
02:48PM 22 where it needed to be used.

02:48PM 23 Q. Okay. And given that, is the way your
02:48PM 24 farm -- the way your property is associated around
02:48PM 25 with the property that's in the Sunset Trust, if you

02:48PM 1 were to take away -- or separate that property out,
02:48PM 2 would the farm become ineffective?

02:48PM 3 A. Yes.

02:48PM 4 Q. Okay. Why do you believe that?

02:48PM 5 A. It was put together as one unit, water
02:49PM 6 rights and -- well, for one thing, I just mentioned,
02:49PM 7 it could be used on either place. If it's separated
02:49PM 8 out, it makes one place or the other -- pretty big
02:49PM 9 effect on the value.

02:49PM 10 Q. Okay. Okay. You allege in your
02:49PM 11 Complaint that your sisters invested in their own --
02:49PM 12 invested their own income to advance farm and ranch
02:49PM 13 operations. Can you explain that?

02:49PM 14 A. They invested in their own. They've got
02:49PM 15 their own place. From what I hear, the one in
02:49PM 16 Aberdeen's place is probably worth a million dollars,
02:49PM 17 and they're up here after me, after more from me, to
02:49PM 18 destroy my life.

02:49PM 19 Q. Well, no. What I'm saying, though, is:
02:49PM 20 You say in your Complaint that your sisters invested
02:49PM 21 their own income to advance the Estate and Trust farm
02:49PM 22 operations?

02:49PM 23 THE WITNESS: Well, did we say that?

02:49PM 24 MR. CLAIBORNE: Where are you reading from?

02:49PM 25 THE WITNESS: We lied.

03:00PM 1 to you that you were able to make a living over the
03:00PM 2 last 40 or 50 years?

03:00PM 3 A. It's a horrible deal to work all those
03:00PM 4 years and contribute what I contributed and divide it
03:00PM 5 up equal. That's -- they're a nutcase to even think
03:00PM 6 that they should do that. The living was, like, a
03:00PM 7 fraction of what they were living on. I know that
03:01PM 8 for a fact.

03:01PM 9 Q. Okay.

03:01PM 10 A. Because I contributed, and I invested
03:01PM 11 back what I made.

03:01PM 12 Q. Okay. In your Complaint you allege that
03:01PM 13 you --

03:01PM 14 A. I probably made what you make in, like,
03:01PM 15 today, you probably make more than what I practically
03:01PM 16 lived on in some years, and so...

03:01PM 17 Q. All right. Let's move on.

03:01PM 18 In your Complaint, you allege that you
03:01PM 19 have a right to participate in any profits realized
03:01PM 20 by the alleged joint venture. What profits are there
03:01PM 21 to share in?

03:01PM 22 A. Well, mostly you gain some equity, pay
03:01PM 23 off the mortgage, and stuff like that. You gain
03:01PM 24 equity, and hopefully you make some profit. But with
03:01PM 25 the water situation and the price of crops weren't

03:01PM 1 always that good, it's -- there may not have been any
03:01PM 2 profit.

03:01PM 3 Q. All right. And you also allege that
03:01PM 4 Defendants should pay for -- and this is why I'm
03:01PM 5 confused is because in this case you're saying that
03:02PM 6 Jim Milligan should pay for any expenses and losses
03:02PM 7 of the -- any alleged joint venture?

03:02PM 8 MR. SALVESEN: Can we go off the record
03:02PM 9 again?

03:02PM 10 VIDEOGRAPHER: Sure.

03:02PM 11 THE WITNESS: I can answer that.

03:02PM 12 VIDEOGRAPHER: Off the -- do you want him to
03:02PM 13 answer first?

03:02PM 14 MR. SALVESEN: No.

03:02PM 15 VIDEOGRAPHER: Okay. We're off the record.

03:04PM 16 (Whereupon, a break was taken.)

03:04PM 17 VIDEOGRAPHER: We're now on the record.

03:04PM 18 Q. (BY MR. SALVESEN) Okay. How have you
03:04PM 19 and -- how has the Defendant breached the alleged
03:04PM 20 joint venture?

03:04PM 21 A. Are you talking Mr. Milligan?

03:04PM 22 Q. That's what your Complaint says, so I'm
03:04PM 23 just asking.

03:04PM 24 A. Well, he produced zero last year, could
03:04PM 25 have been produced -- there was crop there, didn't

03:05PM 1 Q. Well, isn't it true that he couldn't
03:05PM 2 have farmed it anyway due to the lack of water?

03:05PM 3 A. I could have produced \$50,000 worth of
03:05PM 4 hay. He has some wrong information. He has the
03:05PM 5 information that the water never got below
03:05PM 6 Darlington. And I said, "Well, it was down here to
03:05PM 7 the Arco diversion and even down past my place all --
03:06PM 8 for a long time last spring."

03:06PM 9 I don't know where he gets his
03:06PM 10 information like that from. I think it's somebody
03:06PM 11 who is trying to devalue the property or something, I
03:06PM 12 don't know. No, that's not true. It's absolutely
03:06PM 13 false.

03:06PM 14 I would have had that watered before
03:06PM 15 there was even water come down the valley in the
03:06PM 16 canal and had a crop, same as I did the year before.
03:06PM 17 It would have been \$50,000 or so, could have paid
03:06PM 18 some bills. And there would have been some expenses,
03:06PM 19 but...

03:06PM 20 Q. Well, you were trustee of the Trust
03:06PM 21 until August of 2013, so why didn't you farm it
03:06PM 22 anyway?

03:06PM 23 A. If you go to the power company and ask
03:06PM 24 them even how much it takes to turn on those pumps,
03:06PM 25 they won't talk to you because he had put them in his

03:06PM 1 name. He had put the water rights in his name. I
03:07PM 2 couldn't say, "I want those water rights delivered."

03:07PM 3 He put his name on them before he was
03:07PM 4 appointed trustee -- before he was appointed trustee.
03:07PM 5 And that blocked me from turning on a pump and
03:07PM 6 watering it or ordering the water.

03:07PM 7 Q. Okay.

03:07PM 8 A. I could have leased it to two different
03:07PM 9 people and made some money. That would have paid the
03:07PM 10 expenses and there would have been a pretty sizeable
03:07PM 11 amount of money, at least my own. And there was more
03:07PM 12 than one interested in it, and the one that leased
03:07PM 13 it, for one, and others besides.

03:07PM 14 Q. All right. Do you want to wind up the
03:07PM 15 alleged partnership?

03:07PM 16 A. I don't think so.

03:07PM 17 Q. Why? Well, why?

03:07PM 18 A. Well, I don't know what you mean by wind
03:07PM 19 it up, I guess.

03:07PM 20 Q. Well --

03:07PM 21 A. Is that a legal term, "wind up"?

03:07PM 22 Q. You allege in your Complaint that you
03:07PM 23 would like to wind up the partnership. And, yes, I
03:07PM 24 guess it is a legal term. But to close the
03:08PM 25 partnership or to end the partnership.

03:08PM 1 A. No. I want -- it just changes the share
03:08PM 2 of the -- I'm not the one trying to sell it.

03:08PM 3 Q. Well, do you want to wind up the
03:08PM 4 partnership as stated in your Complaint?

03:08PM 5 A. I don't think so.

03:08PM 6 Q. Okay. You stated that --

03:08PM 7 A. But there is no partnership between me
03:08PM 8 and all of those girls.

03:08PM 9 Q. Okay. In your Complaint you allege that
03:08PM 10 a contract was breached by the Defendant. What
03:08PM 11 contract are you talking about?

03:08PM 12 A. Well, when he takes over the ground, he
03:08PM 13 should have some responsibility to -- they took it
03:08PM 14 over. They should have raised the crop and done
03:08PM 15 something with it.

03:08PM 16 Q. So you're talking just since August of
03:09PM 17 2013 when you were removed as trustee?

03:09PM 18 A. They took it over before then. They
03:09PM 19 were -- they blocked me from doing anything possible.
03:09PM 20 I already told you that I couldn't do -- the power
03:09PM 21 company wouldn't even give me the time of day because
03:09PM 22 their name was on that pump bill. I couldn't turn
03:09PM 23 those pumps on. And I couldn't water that crop, and
03:09PM 24 I couldn't order the water from the irrigation
03:09PM 25 district.

03:14PM 1 Estate to farm it?

03:14PM 2 A. Well, we'll see --

03:14PM 3 MR. CLAIBORNE: Are you asking him if he'll
03:14PM 4 lease from the Estate?

03:14PM 5 MR. SALVESEN: Yeah.

03:15PM 6 MR. CLAIBORNE: The Estate ground, and he'll
03:15PM 7 farm it?

03:15PM 8 MR. SALVESEN: Uh-huh.

03:15PM 9 MR. CLAIBORNE: Okay. I just want to make
03:15PM 10 sure I understood what you were asking.

03:15PM 11 THE WITNESS: Well, they didn't even talk to
03:15PM 12 me last year.

03:15PM 13 Q. (BY MR. SALVESEN) I'm asking, though, if
03:15PM 14 in 2014 would you be willing to do so?

03:15PM 15 A. I wasn't assuming that was an option
03:15PM 16 from the way they've handled things in just trying to
03:15PM 17 destroy me, so that seemed to be their mission. I
03:15PM 18 don't know. I'll think about it.

03:15PM 19 Q. Okay. And then is there any reason why
03:15PM 20 Jim couldn't lease out the property to another farmer
03:15PM 21 if you didn't want to do it?

03:15PM 22 A. Yeah.

03:15PM 23 Q. Why?

03:15PM 24 A. Because they're going to have a hard
03:15PM 25 time getting any water. I think that was part of the

03:15PM 1 problem last year. They had -- if they were going to
03:15PM 2 go out there and spend money and plant crop, they
03:15PM 3 want water, and they could see that they didn't have
03:15PM 4 a lot of it.

03:15PM 5 Q. Okay. Fair enough. But aside from the
03:15PM 6 water, would there be any -- he decided that
03:15PM 7 perhaps --

03:15PM 8 A. They don't understand that water. They
03:15PM 9 don't understand that shared well. They don't get
03:16PM 10 it. That place doesn't get it.

03:16PM 11 Q. Well --

03:16PM 12 A. It's been turned over to me.

03:16PM 13 Q. What I'm asking you, though, is: Is
03:16PM 14 there any reason we couldn't lease it out to -- that
03:16PM 15 you would object to leasing it out?

03:16PM 16 A. Well, it causes problems, yeah.

03:16PM 17 Q. What causes problems?

03:16PM 18 A. Well, the water, for one thing.

03:16PM 19 Q. I know, and you mentioned that. But is
03:16PM 20 there any objection you have otherwise, if it were
03:16PM 21 able to work, to be leased out?

03:16PM 22 A. I think there is, yeah.

03:16PM 23 Q. What are those?

03:16PM 24 A. Well, I want to know what their
03:16PM 25 intentions are on the equipment. As far as I'm

1 IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL
 2 DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
 3 COUNTY OF BUTTE

4 * * * * *

5 IN THE MATTER OF THE ESTATE OF)
 6)
 7 LENORA W. QUIST, a/k/a LENORA)
 8 QUIST, and ARTHUR W. QUIST,)
 9)
 10 Both Deceased.)

11 MATTHEW C. DARRINGTON, Personal)
 12 Representative,)

CASE NO.:
 CV-2002-216

13 Petitoner,)

14 vs.)

15 LARRY QUIST, SHIRLEY CHAPPELL,)
 16 JEANINE QUIST, and LILLIAN)
 17 SCHMIDT,)

18 Respondents.)
 19)

20 DEPOSITION OF LARRY QUIST

21 Monday, July 31, 2017; 10:00 o'clock a.m.

22 BE IT REMEMBERED that the deposition of
 23 LARRY QUIST was taken by the attorney for the
 24 Respondents, S. Chappell, J. Quist, and L. Schmidt,
 25 at the Butte County District Courtroom, Butte County
 Memorial Annex, 326 West Grand Avenue, Arco, Idaho,
 before DiAnn Erdman Prock, Court Reporter and Notary
 Public, in and for the State of Idaho, in the
 above-entitled matter.

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I N D E X

E X A M I N A T I O N

WITNESS	PAGE
LARRY QUIST	
Examination by Mr. Homer	5
Examination by Mr. Darrington	214

I N D E X

E X H I B I T S

NUMBER	PAGE
1 Order for Informal Probate of Intestate .	62
Estates, Appointment of Personal	
Representative and Joinder of Estates	
in a Single Proceedings	
2 Letters of Administration	74
3 Excerpt of Interrogatories.	82
4 Notice to Creditors	106
5 Excerpt of Accounting and Petition for. .	108
Settlement and Distribution of Estates	
6 United States Estate Tax Return Form 706.	132
7 State of Idaho Deed	161
8 State of Idaho Deed	161
9 Land Sale Documents	171
10 Order Removing Personal Representative. .	182
Larry Quist and Appointing Successor.	
Personal Representative	
11 Map	184
12 Idaho Department of Water Resources . . .	210
Water Right Report	

1 (The deposition proceeded at 10:00 a.m.
2 as follows:)

3
4 WHEREUPON,

5 LARRY QUIST, having been first duly sworn
6 to tell the truth, the whole truth and nothing but
7 the truth, testified as follows:

8 * * * * *

9 EXAMINATION

10 BY MR. HOMER:

11 Q. Just so we have it for the record, state
12 your full name, please.

13 A. Arthur Larry Quist.

14 Q. Okay. And I believe you've had your
15 deposition taken before; is that correct?

16 A. Yes.

17 Q. And so you understand the procedure?

18 A. Yeah. Spent a lot of money eating up
19 the estate, asking me a bunch of questions none of
20 which will benefit me, throw them back at you later,
21 whatever.

22 Q. If I ask you any questions today that
23 you don't understand, feel free to let me know so I
24 can ask them differently.

25 Is that okay?

1 answer.

2 A. I know I raised some hay out on his
3 ground with my water, and he told me to do it and
4 take the hay, and I went ahead and let him have the
5 money from the hay and whatever else. There was
6 other things similar to that, too. Hay wouldn't
7 have been raised without my water.

8 Q. And was there any money from hay that
9 also he let you have it that was grown on his
10 land?

11 A. Not that I know of. It wasn't done that
12 way. It was just expenses that were paid or
13 something would be the way that it was --

14 Q. Okay. So it was your testimony today
15 the expenses were commingled, but not income?

16 A. There could have been some income, too.
17 I don't remember.

18 Q. Well, was there income commingled, so
19 some went to you and some went to your father?

20 A. Yes.

21 Q. Okay. And so that would tell me that
22 some of the income from your father's farm
23 operations went to you; is that correct?

24 A. Well, mostly I paid a lot of expenses.

25 Q. I'm not asking about expenses. I'm

1 correct?

2 A. Correct.

3 Q. And you decided where to use that
4 water?

5 A. I did.

6 Q. And you also put some of that water on
7 your dad's land and some on your land, correct?

8 A. Wherever it needed to be watered.

9 Q. Okay. And how did you handle the
10 income?

11 A. Paid money to be paid.

12 Q. Where did you deposit the money?

13 A. Well, I have a checking account, and my
14 dad had a checking account.

15 Q. Okay. And did you commingle the
16 money?

17 A. Yes.

18 Q. So you'd sell crops that came from your
19 dad's land and crops that came from your land and
20 that money would be commingled; is that correct?

21 A. Could have been.

22 Q. So, I interpret that as being that's a
23 yes answer.

24 Am I interpreting that wrong?

25 A. I think it was. I don't know.

1 purchased from?

2 A. I don't think it was all from the same
3 place. Some of it was from Parkinson.

4 Q. Okay. Anybody else?

5 A. It seemed like there might have been
6 some others, but I don't know.

7 Q. Is Parkinson the only one you recall?

8 A. I think we got some from Randy Woodbury,
9 too.

10 Q. Okay. And were they given checks for
11 that hay?

12 A. Yes.

13 Q. And what account were those checks
14 from?

15 A. Well, I didn't have the trust account,
16 so it didn't come from that one.

17 Q. So it would have came just from your
18 account?

19 A. Oh, yeah.

20 Q. Okay. And --

21 A. Some of it was traded for, I think.

22 Q. What do you mean by that?

23 A. Traded for some of it.

24 Q. What did you trade?

25 A. Water for one year.

1 Q. You gave them water, they gave you
2 hay?

3 A. For the amount of the value of the
4 water, the price of the water.

5 Q. Okay. And was this water that was in
6 your name or the estate's name?

7 A. In my name.

8 Q. Do you have any records documenting
9 those transactions?

10 A. I'd have to ask him what he's got in his
11 file, I guess.

12 Q. When you say "him," who are you talking
13 about?

14 A. Mr. Parkinson.

15 Q. Okay.

16 A. He did some figuring and whatever kept
17 track of the amount of water and whatever, the days
18 that he used it.

19 Q. Do you know if you filed any written
20 claim with the court on that fifty-eight thousand,
21 five hundred dollars?

22 A. It was an adjustor's lien.

23 Q. Well, you recorded some type of lien; is
24 that correct?

25 A. No. It wasn't recorded.

1 A. Yes.

2 Q. And have you reviewed those records?

3 A. Pardon?

4 Q. Have you reviewed the records Department
5 of Water Resources has?

6 A. Well, a while back.

7 Q. Okay. So if you saw those records,
8 you'd recognize what they have as far as what they
9 show in regard to the water rights and the estate's
10 name or the trust's name?

11 A. Pretty much.

12 Q. And the water rights that are shown by
13 the Department of Water Resources in the name of the
14 trust, and the name of the estate, have those water
15 rights historically been used?

16 A. Did you say have they?

17 Q. I said: How have they historically been
18 used?

19 A. They were probably commingled with mine.
20 There was times when my water was used up on the
21 estate ground, and whatever, they didn't have a
22 problem. I had water in my account. They would
23 deliver it where I told them to, what ditch I told
24 them to. Sometimes it was up on the estate ground,
25 not technically what it was licensed to

1 Q. And was there water also in the name of
2 the estate that was used on your property?

3 A. Oh, not so much.

4 Q. Okay. So primarily, all the estate
5 property water has been used on the estate land; is
6 that correct?

7 A. It might have been used down there.
8 Even when my dad was around, we pumped three wells,
9 tried to get down there one time, and all, you know,
10 it didn't make it, so probably three wells.

11 Q. Well, so my question was: Has that
12 water that's in the hands of the estate or the trust
13 primarily been used on the estate or the trust
14 land?

15 A. Primarily possibly, but not necessarily.
16 It couldn't have been commingled down to the other
17 property and that was even when my dad was alive.

18 Q. Okay. So occasionally it was moved down
19 to your property.

20 A. Well, I think I got better water rights
21 than them so it wasn't necessary very much.

22 Q. Okay. And then while you were the
23 personal representative, was it commingled and
24 sometimes used on your property?

25 A. I don't remember.

1 Q. Okay.

2 A. It's been -- a lot of water rights
3 haven't been on for a long, long time. There wasn't
4 much water to very much acreage, so...

5 Q. Was it fair to say that the water rights
6 in the estate's name and the trust's name while you
7 were the personal representative were primarily used
8 on the trust or the estate land?

9 A. Primarily.

10 Q. Okay. So when the judge has to
11 determine what water rights are owned by the estate
12 or the trust and divide them up, can he look at
13 what's shown by the records of the Idaho Department
14 of Water Resources?

15 A. To some extent.

16 Q. Okay. What do you mean by "to some
17 extent"?

18 A. Well, I guess we'll just be blunt,
19 there's a feud going over of the well. It could go
20 to either property. I think it was turned over to
21 me, and so....

22 Q. Okay. You're talking about what we call
23 the Moore well?

24 A. Yes.

25 Q. Okay. Setting aside the Moore well for

1 a minute, what about the other water rights? Would
2 it be appropriate for the judge to take everything
3 that's in the name of the estate or the trust and
4 treat that as an estate asset?

5 A. He could.

6 Q. Well, do you have an opinion as to
7 whether or not it should or should not?

8 A. Well, they have their water rights, I
9 guess that's the way it would go what they're
10 licensed to.

11 Q. Okay. So you would agree that if the
12 Department of Water Resources shows it's in the name
13 of the trust or the estate, other than the Moore
14 well, that's who it should go, the estate property
15 or the trust property?

16 A. Yeah.

17 Q. And if he looks at those water rights
18 and has to determine what portion of the water right
19 goes with what piece of property, would it be
20 appropriate for him to just use the Department of
21 Water Resources records where it shows the water is
22 being used and allocated to those pieces?

23 A. Yes.

24 Q. Okay. Let's talk about the Moore well
25 for a minute. Where is that located? Whose

1 A. I did.

2 Q. And did that have the same priority, or
3 did it have a later priority?

4 A. It was after that so of course his
5 priority is different.

6 Q. Okay. So if the well couldn't produce
7 enough water to fill both water rights, did the one
8 in the name of the estate or the trust have priority
9 over your water right?

10 A. It depended on what we agreed to.

11 Q. Okay. Well, what did you agree to?

12 A. Whatever was necessary. If I needed the
13 water, which he had put my name a long, long time
14 ago, so I had control of the well, and if I needed
15 it, it was used on my ground --

16 Q. Okay.

17 A. -- out of priority or whatever you want
18 say.

19 Q. And that was oral agreement with your
20 father?

21 A. It was.

22 Q. And has water from that well also been
23 used on estate property?

24 A. At times.

25 Q. Well, how often?

1 correct?

2 A. Well, I used it down on my ground so I
3 could make my payments and whatever.

4 Q. Okay. And --

5 A. It's a lot of expense. I suppose he
6 didn't want to shell out five thousand dollars. So
7 whatever.

8 Q. I didn't understand your answer. What
9 are you talking about on five thousand dollars?

10 A. That's what it would have cost for him
11 to turn it on and use it, so he didn't want to shell
12 it out. He told me go ahead and do it.

13 Q. So he turned over the decision-making
14 process to you; is that correct?

15 A. Pretty much turned over the well to
16 me.

17 Q. Well, did he agree that you owned the
18 well?

19 A. Yes.

20 Q. And that's -- was any of that in
21 writing?

22 A. No. Other than the power contract is
23 put in my name. If he didn't want it in my name, he
24 could have objected or said that wasn't -- not how
25 we do it.