

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

2014

IN THE MATTER OF APPLICATION)
FOR TEMPORARY CHANGE OF A)
WATER RIGHT NO. 34-2397A, 34-299)

**ORDER AUTHORIZING
TEMPORARY CHANGE**

TC-34-104

WHEREAS, a drought emergency has been declared for Butte County to allow administrative actions to lessen the severe impacts of the drought conditions in the county; and

WHEREAS, section 42-222A, Idaho Code, provides that upon declaration of a drought emergency, the director of the Department of Water Resources ("Department") is authorized to allow temporary changes in the point of diversion, the place of use, and the purposes of use for valid existing water rights or temporary exchanges of water authorized under water rights when the director determines that such changes can be accomplished in accordance with the provisions of section 42-222A, Idaho Code; and

WHEREAS, on May 5, 2014, Joel Andersen submitted the attached temporary change application TC-34-104 to the Department; and

WHEREAS, the Department has reviewed the application and has determined the application can be approved with certain conditions;

ORDER

IT IS HEREBY ORDERED that the application is APPROVED subject to the following conditions:

- 1. Diversion and use of the transferred portion of right nos. 34-2397A and 34-299 is authorized only at the point of diversion and place of use described on the application.**
- 2. This temporary change approval does not authorize construction of a new well as a point of diversion.**
- 3. The applicant assumes all risk of curtailment or mitigation should the diversion and use of water under the temporary change approval cause injury to other water rights, constitute an enlargement in use of the original right, be inconsistent with the conservation of water resources within the state of Idaho, or not be in the local public interest.**
- 4. This temporary change approval may only be used to provide a replacement water supply to lands or other uses that normally have a full water supply, except for the drought conditions. This temporary change approval may not be used to provide water for new development or to allow expansion of the use of water under existing water rights.**

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**ORDER AUTHORIZING
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5. Right(s) 34-299 and 34-2397A are limited to a total combined diversion rate of 3.12 cfs and to the irrigation of a combined total of 120 acres in a single irrigation season.
6. This temporary approval does not authorize the use of diversion works or a delivery system owned by or managed by a corporation or an irrigation district without the written consent of such corporation or irrigation district.
7. The applicants agree to hold the director and the state of Idaho harmless from all liability on account of the diversion and use of water under this temporary change approval.
8. This temporary change does not grant any right-of-way or easement to use the diversion works or conveyance works of another person or entity.
9. The applicant is subject to all conditions and limitations listed on the application under the section titled "ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES".
10. The Watermaster of Water District No. 34 is authorized to administer the temporary change approval.
11. This temporary change approval expires on October 31, 2014 unless rescinded or extended by the director. Thereafter, the water right shall revert to the point of diversion, place of use, and nature of use existing prior to the temporary change approval.

DATED this 6th day of May, 2014.



Lyle Swank
Eastern Regional Manager

TC-34-104

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TEMPORARY CHANGE APPLICATION

(To change point of diversion, place of use, or purpose of use of a water right upon declaration of a drought emergency in accordance with Section 42-222A, Idaho Code.)

Name of Applicant Joel Andersen Phone 589-0019
Mailing Address 2791 North 3375 West, Moore, ID 83255 Email andersenangus@gmail

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change purpose of use ☐ Other

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Department of Water Resources
Eastern Region

2. Describe the proposed change(s) and explain the reason(s) they are needed.
I am leasing ground from Lon Haney. The two rights on the property are good for 120 acres of irrigation. I will only irrigate 48 acres under the rights at the decreed place of use. I would like to move the remaining acres to another property on the same ditch.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>34-299</u>	<u>6/1/1896</u>	<u>1.44</u>	<u>Irrigation</u>	<u>5/1</u> to <u>10/15</u>
<u>34-2397A</u>	<u>2/20/1931</u>	<u>1.44</u>	<u>Irrigation</u>	<u>4/1</u> to <u>11/1</u>
<u></u>	<u>Combined</u>	<u>1.87</u>	<u></u>	<u></u> to <u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u> to <u></u>

2. Total amount of water being transferred 1.87 cubic feet per second and/or acre-feet per annum.
3. Source of water Ground Water tributary to
4. Point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag number
4N	26E	4		NE	NW	NW	Butte	Ground Water	
05N	26E	4		NW	SE	SE	Butte	Big Lost River	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	26E	9						35	37										72

Total Acres 72

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6. General Information:

- a. Who owns the water right to be changed? Lonnie Haney
- b. Describe the arrangement allowing use of the right. I lease the Haney place and will fallow 72 acres under water rights 34-299 and 34-2397A during the 2014 irrigation season.
- c. Describe the affect on the land now irrigated if the change is approved pursuant to this application:
It will remain dry during the 2014 irrigation season. The remaining 48 acres under the right will still be used.
- d. Has the water right sought to be transferred been used this year? ☐ Yes ☒ No If yes, explain. _____
- e. Absent the changes, how would the right be used for the remainder of the year? This right could be used in full at the decreed place of use.
- f. Describe other water rights used for the same purpose 34-783 and 34-13953
- g. Remarks: There will be no enlargement of acres because 72 acres will be dried up for the entire season at the decreed place of use for rights 34-299 and 34-2397A.

I hereby assume all risk in accordance with Section 42-222A, Idaho Code, and assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

[Signature]
Signature of Applicant

5-15-14
Date

FOR DEPARTMENT USE ONLY

Received by SC Date 5/5/14 \$50 fee receipted by SC Receipt No. 2039799
Recommend: ☐ approve ☐ deny Watermaster recommendation _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Temporary Change Application No. TC-34-104, and said application is hereby _____, subject to the following limitations and conditions:

Temporary Change Expiration Date _____

Signed this _____ day of _____, _____.

For the Director

12/99

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECOMMENDATION OF WATERMASTER

Application No: TC-34-104Applicant's Name: JOEL ANDERSEN

Watermaster's Recommendation:

- a) ☒ I do not oppose approval of this application.
- b) ☐ I do not oppose approval of this application if it is conditioned as follows:

- c) ☐ I oppose approval of this application for the following reasons:

- d) ☐ Additional Comment:

Dated this 6 day of MAY 2014Water District No: 34cm Todd Parker
Watermaster's Signature

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**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATERMASTER**

Application No: TC-34-104Applicant's Name: JOEL ANDERSEN

Watermaster's Recommendation:

- a) X I do not oppose approval of this application.
- b) I do not oppose approval of this application if it is conditioned as follows: _____

- c) I oppose approval of this application for the following reasons: _____

- d) Additional Comment: _____

Dated this 6 day of May, 2014.Water District No: 34J. R. Rifflich
Watermaster's Signature

my B2R17

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Lon Haney LEASE

Agriculture Farm Lease 2014

This Farm lease is between Lon Haney owner and Joel and Belva Andersen lessee for 120 acres in Butte County Sec 04N Township 04N Range 26E. All water rights to this property are in the control of lessee for this 2014 irrigation season. Lessee is putting approximately 48.5 acres into production and 71.5 acres will remain fallow. Terms of this lease are cash rent due by November 1, 2014 in the sum of \$~~20,000.00~~

All other terms of the lease are the same as in all prior leases.

Lon Haney

4-22-2014

Joel Andersen

4-15-2014

Belva Andersen

4-15-2014

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MAY 07 2014

Shannon Cowley LEASE

Cash Farm Lease

True Copy

This lease is entered into this 15th day of March 2011 between Shannon Cowley of 2875 N 3375 W Moore Idaho, hereafter known as "Landlord" and Joel Andersen of 2791 N 3375 W Moore Idaho, spouse of Belva Andersen, hereafter known as "Tenant."

I. Property Description

Landlord hereby leases to tenant, to use for agricultural and related purposes, the property at 2875 N 3375 W Moore Idaho, consisting of approximately 35 acres (not including approximately 2 acres of land, out buildings and residence directly adjacent to residence), situated in Butte County, Idaho.

II. General Terms of Lease

-  A. Time Period Covered - The provisions of this agreement shall be in effect for approximately 5 years commencing on the 15th day of March in the year 2011 and ending November 1, 2015.
- B. Review of Lease - A verbal request is required for a general review of the lease or for consideration of proposed changes by either party at least sixty days prior to April 1st of each year the lease is in force.
- C. Amendments and Alterations - Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.
- D. No Partnership Intended - It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.
- E. Transfer of Property - If Landlord shall sell or otherwise transfer title to the property he will do so subject to the provisions of this lease.
- F. Right of Entry - Landlord reserves the right for himself, his agents, his employees, or his assigns to enter the property at any reasonable time to: a) consult with Tenant and b) make repairs, improvements, and inspections.
- G. No Right to Sublease - Landlord does not convey to Tenant the right to lease or sublease any part of the property or water rights associated with the property, or to assign the lease to any person or persons whomsoever.
- H. Binding on Heirs - The provisions of this lease shall be binding upon the heirs, executors, administrators and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement.

III. Land Use

- A. General Provisions - 35 acres of alfalfa shall be planted for duration of lease. If it is deemed impractical to follow this plan appropriate adjustments will be made by mutual agreement between the parties before planting a different crop.
- B. Government Programs - All government compensation for farm and conservation programs are reserved for landlord excepting those that are reserved specifically for the crop producer.

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Initial

IV. Amount and Payment of Rent

- A. Cash Rental Rates – Tenant agrees to pay as cash rent the amount of \$[REDACTED] per acre or \$[REDACTED] total due on the 10th day of April each year the lease is in force.
- B. Adjustments – Any adjustment to rental rates must be mutually agreed upon and in writing before March 1st of each year the lease is in force.
- C. Failure to submit rent on due date constitutes cancelation of this agreement and will result in immediate eviction and forfeiture of any un-harvested crop remaining on the property.

V. Operation and Maintenance of Property

A. Tenant Agrees:

- To provide the labor necessary to maintain the property and its improvements including but not limited to: all irrigation equipment, water delivery infrastructure (that the Lost River Irrigation Company is not responsible for), the 20HP water pump and all electrical equipment attached to it, the underground and above ground water lines, all sprinkler wheel lines and spare pieces of sprinkler lines.
- To provide his own motor to operate the sprinkler irrigation lines, be solely responsible for the well being of said motor and not to hold landlord responsible for damage or theft of motor.
- To supply parts specifically for the operation, repair and maintenance of the irrigation sprinkling lines beyond the buried main lines.
- To use diligence to prevent noxious weed infestations including prevention programs and handle eradication as per Idaho State guidelines.
- Control soil erosion as completely as practicable, keeping in good repair all ditch banks, open ditches, tile drain inlets and outlets, and ponds.
- To prevent and repair any water leaks from ditches or errant water sprays immediately so as to prevent flooding or mud holes along established access ways or to prevent eroding irrigation infrastructure.
- Not to impede the easement of the Big Lost River Irrigation Company ditches.
- That upon termination of this lease all equipment will remain in place and function properly, with the exception of the sprinkler line motors.
- To compensate landlord immediately for any damages or repairs to property or equipment caused by himself, his agents or employees.
- To notify and consult with Landlord before applying any herbicides, pesticides or poisons to any part of property.
- To provide Landlord with alfalfa hay at a discount rate commensurate with his costs to produce and not for purposes of resale.
- To pay all costs of operation except those specifically referred to in Section 5-B.

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B. Landlord Ag

- To promptly pay all property taxes, irrigation fees and pump demand charge to the extent of his financial abilities.

* - To reimburse Tenant for materials purchased for purposes of repair and maintenance of irrigation pump and main water lines damaged during normal operation or caused by inhabitants or guests of inhabitants of residence on property but not due to negligence, accident or neglect by Tenant.

- Let tenant make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the property, at the Tenant's expense.

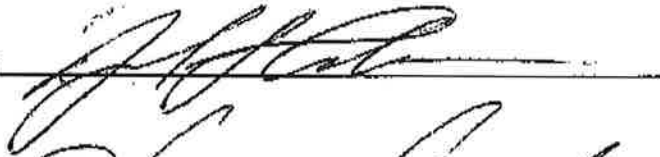
C. Both Agree:

- Neither party shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party in writing. Neither party shall be responsible for debts or liabilities incurred or caused by the other party.

VI. Arbitration of Differences

* Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement shall be submitted for arbitration to a committee of three non-vested persons acceptable to both parties.

Signature Tenant:



Date:

4-12-11

Signature Landlord:



Date:

3-28-11

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MAY 27 2011

Farm Lease Agreement

This lease agreement is between Thomas and Francis Perkes, Joel and Belva Andersen. Terms of the agreement are as follows.

This lease is a cash lease and is due by April 10th of each year. The lease amount is for [REDACTED] for 15 acres. This lease is for 5 years, 2012 through 2017. Tenant is responsible for the following.

- Thomas is paid [REDACTED] for moving wheel lines if his health and will permits
- Power demand and consumption charges with Lost River Electric.
- Keeping irrigation system in good working order
- Responsible for repairs on irrigation pump, panel, Pivot, mainline etc,
- Keeping all noxious weeds sprayed and the farm in good appearance and condition
- Tenant is responsible for all production cost associated with the crops
- Tenant is entitled to USDA payment for production
- If USDA changes plans for production payments, Tenant and Landlord will discuss which options should be decided on. (Mutual Agreement)
- Landlord is to notify Lost River Electric of Tenant change and so the Power bill will be sent to Joel or Belva Andersen at 2791 N. 3375 W. Moore, ID 83255
- Landlord is responsible for all property taxes, water assessments.

Thomas Perkes

Francis Perkes

Joel Andersen

9-18-2011

9-18-2011

9-18-2011

9-18-2011

SCANNED
AUG 27 2013