

2002

TC-34-22

BEFORE THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION )  
FOR TEMPORARY CHANGE OF A )  
WATER RIGHT 34-6926/13661/13659 )

ORDER AUTHORIZING  
TEMPORARY CHANGE

WHEREAS, a drought emergency has been declared for \_\_\_\_\_ counties to allow administrative actions to lessen the severe impacts of the drought conditions in the counties; 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 purpose of use for valid existing 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 6/21/02, Marc Hansen submitted the attached Temporary Change Application ("application") 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 right no(s). 34-13659  
34-006926  
34-13661 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 new 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

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

TEMPORARY CHANGE APPLICATION

(To change point of diversion, place of use or purpose of use)

Name of Applicant Marc Hansen Phone 527-8246

Post Office Address Box 63A Moore Ida 83255

A. PURPOSE OF TRANSFER

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

2. Describe the proposed change(s) and the reason(s) thereof Drought relief water will remain in Moore Canal and be delivered to place of use

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>3400692C</u>	<u>7-15-84</u>	<u>1.6</u>	<u>Irrigation</u>	<u>5-1</u> to <u>10-15</u>
<u>3413661</u>	<u>6-1-86</u>	<u>1.00</u>	<u>"</u>	<u>"</u> to <u>"</u>
<u>3413659</u>	<u>6-1-89</u>	<u>.97</u>	<u>"</u>	<u>"</u> to <u>"</u>

2. Total amount of water being transferred 3.57 cubic feet per second and/or        acre-feet per annum.

3. Source of water Irrigation Big Lost River tributary to Big Lost River SINKS

4. Point(s) of Diversion:

Ident No.	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NW	SE	SE	4	5N	26E		Moore Canal

5. Lands irrigated or place of use:

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	
<u>4N</u>	<u>26E</u>	<u>19</u>																	

\* as per telecon with Marc Hansen  
 \*\* total acres for these water rights

Total Acres 38 113\* 114\*\*

## 6. General Information:

- a. Who owns the water right to be changed? Acor
- b. Describe the arrangement allowing use of the right Leased Property
- c. Describe the affect on the land now irrigated if the change is approved pursuant to this application:  
Crop
- d. Has the water right sought to be transferred been used this year? NO If yes, explain. \_\_\_\_\_
- e. Absent the changes, how would the right be used for the remainder of the year? NO USE
- f. Describe other water rights used for the same purpose.  
NONE
- g. Remarks: \_\_\_\_\_

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.

Mae Hansen

(Signature of applicant)

## FOR DEPARTMENT USE ONLY

Received by Kaw Date 6/21/2002 Fee \$50.00

Receipted Kaw 6/28/02 # E027910 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. \_\_\_\_\_

And said application is hereby \_\_\_\_\_, subject to the following limitations and conditions:

Witness my hand this 28<sup>th</sup> day of June, 2002

Ralph D. Campbell  
For the Director

06/26/02 15:46 FAX 208 768 7894

ZIONS BANK BLACKFOOT BR

## LANDLORD'S CONSENT

Principal	Loan Date	Maturity	Loan No.
	09-18-2002	12-30-2002	9089

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

Borrower: MARC T. HANSEN  
TEENA M. HANSEN  
2861 NORTH 3520 WEST  
MOORE, ID 83255

Lender: ZIONS FIRST NATIONAL BANK  
BLACKFOOT  
1 RIVERSIDE PLAZA, P.O. BOX 845  
BLACKFOOT, ID 83221

THIS LANDLORD'S CONSENT is entered into among MARC T. HANSEN and TEENA M. HANSEN ("Borrower"), whose address is 2861 NORTH 3520 WEST, MOORE, ID 83255; ZIONS FIRST NATIONAL BANK ("Lender"), whose address is BLACKFOOT, 1 RIVERSIDE PLAZA, P.O. BOX 845, BLACKFOOT, ID 83221; and EUGENE T. ACAR ("Landlord"), whose address is 315 N. Yellow Pine Hwy.. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows:

**COLLATERAL DESCRIPTION.** The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Farm Products, Livestock (including all increase and supplies) and Farm Equipment, ALL LIVESTOCK, FEED, INCLUDING HAY AND SUPPLIES AND ALL PRODUCTS AND ALL OFFSPRING, REPLACEMENTS OR OTHER INCREASE THEREOF NOW OR HEREAFTER ACQUIRED, WHERE LOCATED AND ALL PROCEEDS THEREOF, DISTINGUISHING BRANDS OR MARKS OF THE COLLATERAL ARE SHOWN ON THE ATTACHED EXHIBIT "A" AND MADE PART OF THIS SECURITY AGREEMENT., together with the following property: All Crops.

**BORROWER'S ASSIGNMENT OF LEASE.** Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that the assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

**CONSENT OF LANDLORD.** Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

**LEASE DEFAULTS.** Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

**DISCLAIMER OF INTEREST.** Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in the Agreement.

**ENTRY ONTO PREMISES.** Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

**REAL PROPERTY.** THIS REAL PROPERTY IS LOCATED IN Bulla COUNTY, STATE OF IDAHO COMMONLY KNOWN AS Blue Hill Acres.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If Lender is other than an individual, any agent or other person executing this Agreement on behalf of Lender represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without effecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan, including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

**AMENDMENTS.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**NO WAIVER BY LENDER.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand



# LANDLORD'S CONSENT (Continued)

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Loan No: 9001

strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

**Borrower.** The word "Borrower" means MARC T. HANSEN and TEENA M. HANSEN, and all other persons and entities signing the Note in whatever capacity.

**Collateral.** The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Landlord.** The word "Landlord" means \_\_\_\_\_, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

**Lease.** The word "Lease" means that certain lease of the Premises, dated \_\_\_\_\_, between Landlord and Borrower.

**Lender.** The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

**Premises.** The word "Premises" means the real property.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 19, 2002.

BORROWER:

x Marc T. Hansen  
MARC T. HANSEN, individually

x Teena M. Hansen  
TEENA M. HANSEN, individually

LANDLORD:

By: Ernest J. Allen, Jr.  
Authorized Signer for

By: \_\_\_\_\_  
Authorized Signer for

LENDER:

ZIONS FIRST NATIONAL BANK

x Leslie A. Bue  
Authorized Officer

## IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 34-692C

WATER RIGHT NUMBER: **34-692C**

Owner Type                      Name and Address  
 Current Owner                      EVERETT T ACOR JR  
    3196 N YELLOWSTONE HWY  
    IDAHO FALLS, ID 83401  
    (208)524-5138

Priority Date: 07/15/1884                      Basis: Decreed                      Status: Active

Source    Tributary  
 BIG LOST RIVER                                      SINKS

Beneficial Use                      From    To                      Diversion Rate                      Annual Volume  
 IRRIGATION                                      5/01 to 10/15                      1.600 CFS

Total Diversion:                      1.600 CFS

Location of Point(s) of Diversion

BIG LOST RIVER                                      NE1/4SE1/4SE1/4                      Sec. 4,    Twp 05N,    Rge 26E, B.M.  
    BUTTE County

Place of Use                      IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 26E 9					35.0	35.0											70.0

Total Acres: 70

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. 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.
3. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.

Remarks:

1. Explanatory WATER DELIVERED THROUGH THE MOORE DIVERSION, WESTSIDE DITCH.
2. Place of Use USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
 - Irrigation OF A COMBINED TOTAL OF 2307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-13663, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077, 34-07120, 34-00618, 34-02330B, 34-13659 AND 34-13661.

Comments:

Comment: **4.0 CFS OF RIGHT NO. 34-07077 IS LIMITED TO USE FOR CONVEYANCE LOSSES** IN DELIVERY OF THIS RIGHT AND ALL RIGHTS PREVIOUSLY LISTED.

Dates and Other Information:

Licensed Date:  
 Decreed Date: 5/29/2001  
 Water Supply Bank Enrollment Accepted:  
 Water Supply Bank Enrollment Removed:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Formal Action Date:  
 State or Federal: S  
 Owner Name Connector: OR  
 Water District Number: 34  
 Generic Max Rate Per Acre:

Generic Max Volume Per Acre:  
 Decree Defendant:  
 Decree Plaintiff:  
 Civil Case Number: 39576  
 Judicial District: FIFTH  
 Swan Falls Trust or Nontrust:  
 Swan Falls Dismissed:  
 DLE Act Number:  
 Carey Act Number:  
 Mitigation Plan: False

## IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 34-13661 V1

WATER RIGHT NUMBER: 34-13661 V1

Owner Type                      Name and Address  
 Current Owner                      EVERETT T ACOR JR  
     3196 N YELLOWSTONE HWY  
     IDAHO FALLS, ID 83401  
     (208)524-5138

Priority Date: 06/01/1896

Basis: Decreed

Status: Active

Source                                      Tributary  
 BIG LOST RIVER                              SINKS

Beneficial Use                      From    To                      Diversion Rate                      Annual Volume  
 IRRIGATION                              05/01 to 10/15                      1.000 CFS

Total Diversion: 1.000 CFSLocation of Point(s) of Diversion

BIG LOST RIVER                              NW1/4SE1/4SE1/4                      Sec. 4,    Twp 05N,    Rge 26E, B.M.  
                                  BUTTE County

Place of Use    IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	26E	28											7.0	36.0					43.0

Total Acres: 43

Remarks:

1. Place of Use - Irrigation USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 2277 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-13663, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077, 34-07120, 34-00618, 34-00692C, 34-02330B AND 34-13659.  
 USE OF THIS RIGHT WITH RIGHT NO. 34-13659 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 43 ACRES IN A SINGLE IRRIGATION SEASON.
2. Explanatory WATER DELIVERED THROUGH THE MOORE DIVERSION, WESTSIDE CANAL
3. Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 34-00416.

Comments:Dates and Other Information:

Decreed Date:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Defendant:  
 Plaintiff:  
 Civil Case Number:  
 Judicial District:  
 Notice of Error Flag:  
 State or Federal:    S  
 Owner Name Connector:    OR  
 Water District Number:    34  
 Generic Max Rate Per Acre:  
 Generic Max Volume Per Acre:  
 Swan Falls Trust or Nontrust:  
 Swan Falls Dismissed:  
 DLE Act Number:  
 Carey Act Number:  
 Mitigation Plan:        False

## IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 34-13659 V1

WATER RIGHT NUMBER: 34-13659 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	EVERETT T ACOR JR 3196 N YELLOWSTONE HWY IDAHO FALLS, ID 83401 (208)524-5138

Priority Date: 06/01/1889	Basis: Decreed	Status: Active
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<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>Annual Volume</u>
IRRIGATION	05/01	10/15	0.970 CFS	

<u>Total Diversion:</u>	0.970 CFS
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Location of Point(s) of Diversion

BIG LOST RIVER	NW1/4SE1/4SE1/4	Sec. 4,	Twp 05N,	Rge 26E, B.M.
BUTTE County				

<u>Place of Use</u>	IRRIGATION
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Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	26E	28											7.0	36.0					43.0

Total Acres: 43

Remarks:

- Place of Use - Irrigation USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 2277 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-12376, 34-13663, 34-07080B, 34-07121A, 34-07121B, 34-07092, 34-07179, 34-07077, 34-07120, 34-00618, 34-00692C, 34-02330B AND 34-13661.  
USE OF THIS RIGHT WITH RIGHT NO. 34-13661 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 43 ACRES IN A SINGLE IRRIGATION SEASON.
- Explanatory WATER DELIVERED THROUGH THE MOORE DIVERSION, WESTSIDE CANAL
- Explanatory THIS RIGHT IS A SPLIT FROM FORMER RIGHT 34-256.

Comments:Dates and Other Information:

Decreed Date:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Defendant:  
 Plaintiff:  
 Civil Case Number:  
 Judicial District:  
 Notice of Error Flag:  
 State or Federal: S  
 Owner Name Connector: OR  
 Water District Number: 34  
 Generic Max Rate Per Acre:  
 Generic Max Volume Per Acre:  
 Swan Falls Trust or Nontrust:  
 Swan Falls Dismissed:  
 DLE Act Number:  
 Carey Act Number:  
 Mitigation Plan: False



## IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 34-315 V2

WATER RIGHT NUMBER: 34-315 V2

Owner Type                      Name and Address  
 Current Owner                      MARC T or TEENA HANSEN  
    RT 1 BOX 63A  
    MOORE, ID 83255  
    (208)527-8246

Priority Date: 03/27/1899

Basis: Decreed

Status: Active

Source                                      Tributary  
 BIG LOST RIVER                              SINKS

Beneficial Use                      From      To                      Diversion Rate                      Annual Volume  
 IRRIGATION                              5/01 to 10/15                              0.585 CFS

Total Diversion: 0.585 CFS

Location of Point(s) of Diversion

BIG LOST RIVER                              NW1/4SE1/4SE1/4                              Sec. 4,      Twp 05N,      Rge 26E, B.M.  
                                  BUTTE County

Place of Use      IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 26E 19									36.0			38.0		38.0	38.0		150.0
04N 26E 29						3.0	9.0										12.0
04N 26E 30	39.0			28.0													67.0

Total Acres: 229

Remarks:

- Purpose of Use      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 WATERMASTER FOR WATER DISTRICT 34.
- Place of Use      USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
 - Irrigation      OF A COMBINED TOTAL OF 229 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED  
 RIGHT NOS.: 34-10832, 34-02358D AND 34-02417B. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 29.25 ACRES  
 WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
- Explanatory      WATER DELIVERED THROUGH THE MOORE DIVERSION, MOORE CANAL.

Dates and Other Information:

Decreed Date:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Defendant:  
 Plaintiff:  
 Civil Case Number:  
 Judicial District:  
 Notice of Error Flag:      NONE RECEIVED  
 State or Federal:      S  
 Owner Name Connector:  
 Water District Number:      34  
 Generic Max Rate Per Acre:  
 Generic Max Volume Per Acre:  
 Swan Falls Trust or Nontrust:  
 Swan Falls Dismissed:  
 DLE Act Number:  
 Carey Act Number:  
 Mitigation Plan:      False

## IDAHO DEPARTMENT OF WATER RESOURCES

## Adjudication Recommendation Report 34-2417B V2

WATER RIGHT NUMBER: 34-2417B V2

Owner Type                      Name and Address  
 Current Owner                      MARC T or TEENA HANSEN  
    RT 1 BOX 63A  
    MOORE, ID 83255  
    (208)527-8246

Priority Date: 05/29/1961

Basis: License

Status: Active

SourceTributary

GROUND WATER

Beneficial Use                      From      To                      Diversion Rate                      Annual Volume  
 IRRIGATION                      4/01 to 10/31                      1.790 CFS

Total Diversion:      1.790 CFSLocation of Point(s) of Diversion

GROUND WATER                      NW1/4NE1/4SW1/4                      Sec. 8,      Twp 04N,      Rge 26E, B.M.  
    BUTTE County

Place of Use      IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	26E	19									36.0			38.0		38.0	38.0		150.0
04N	26E	29					3.0	9.0											12.0
04N	26E	30	39.0			28.0													67.0

Total Acres: 229

Remarks:

- Quantity      USE OF THIS RIGHT WITH RIGHT NO. 34-02358D IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 547.4 AF.
- Place of Use      USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION  
 - Irrigation      OF A COMBINED TOTAL OF 229 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-10832, 34-02358D AND 34-00315. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 89.4 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
- Explanatory      RIGHT NO. 34-02417A IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE. WATER DELIVERED THROUGH THE MOORE CANAL.

Comments:

1. CLAIM IS FILED FOR THE 40% PORTION OF THIS LICENSE THAT CLAIMANT PURCHASED. ALSO CLAIMING AS AN ACCOMPLISHED TRANSFER IN PLACE OF USE. WATER DELIVERED THROUGH THE MOORE DIVERSION, MOORE CANAL. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 572.5 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 229 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-10832, 34-02358D AND 34-02417B. WATER DELIVERED THROUGH THE AIKELE STUB CANAL. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 572.5 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 229 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-10832, 34-00315 AND 34-02417B. USE OF THIS RIGHT WITH RIGHT NO. 34-02417B IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 469.2 AF. RIGHT NO. 34-02358E IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE, AND THE TOTAL COMBINED RATE OF DIVERSION OF THESE RIGHTS IS LIMITED TO 3.42 CFS. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 67 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

Dates and Other Information:

Decreed Date:  
 Enlargement Use Priority Date:  
 Enlargement Statute Priority Date:  
 Defendant:  
 Plaintiff:  
 Civil Case Number:  
 Judicial District:  
 Notice of Error Flag:

# Idaho Department of Water Resources Receipt

Receipt ID E027910

Payment Amount  Date Received  Region  Status


Payment Type  Check Number

Payer Comment 

TC-34-22

## Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$50.00	TRANSFERS	0229	21	63105	1155

  
Signature Line (Dept. Representative)

TIME: 10:14:48

## VALUATION SUMMARY SHEET

PAGE 1  
DATE: 6/27/2002

PARCEL NUMBER: RP 05N26E28A001 A PROPERTY ADDRESS:

EFFECTIVE DATE: 01/01/2002

EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 00400

NAME: ACOR, EVERETT T JR

LEGAL: FR SW4SW4 T# 2-62 LESS T#27863  
FR SE4SW4 T# 265  
SEC 28

ADDRESS: 3196 N YELLOWSTONE HWY

IDAHO FALLS ID 83401-1746 OLD PARCEL #: RP05N26E28A001T

CAT	SHI	RY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	GR VALUE	OTHER EXEMP
-----	-----	----	----------	----	--------------	----------	-----------	----------	-------------

1		2002	46.100	AC	17,979				
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10		2002	1.000	AC	4,000				
----	--	------	-------	----	-------	--	--	--	--

19		2002	2.900	AC					
----	--	------	-------	----	--	--	--	--	--

32		2002			20,310				
----	--	------	--	--	--------	--	--	--	--

TOTALS: 50.000 42,289

DEED REFERENCES:  
DATE: 00/00/0000

RELATED PARCELS: SUB-SYSTEMS:

RL  
RC

HOMEOWNERS: NONE

ZONING:

PHOTO NUMBER:

MAP NUMBER:

INSP YEAR: 2002

SQ UNITS:

SQ TYPES:

PARCEL TYPE:

LOCATION CODE: 0000

CAMA AREA#:

TAX SPECIALS:

COMMENTS: M#27863

CONVERTED\* 2001/10/17-11:54:47

TIME: 10:14:38

VALUATION SUMMARY SHEET

PAGE 1  
DATE: 6/27/2002

PARCEL NUMBER: RP 04N26E092400-A PROPERTY ADDRESS:

EFFECTIVE DATE: 01/10/1998

EXPIRATION DATE: 00/00/0000

TAX CODE AREA: 00400

NAME: ACOR, EVERETT T JR

LEGAL: NE4NW4 LESS T#37669  
FR NW4NW4 T# 22-52  
(EXCEPT T# 61-79)  
SEC 9

*Marc Hansen  
Arco, Idaho*

ADDRESS: 3196 N YELLOWSTONE HWY

IDAH0 FALLS ID 83401-1746 OLD PARCEL #: 9P04N26E092400A

CAI	SHI	BY	QUANTITY	UN	MARKET VALUE	HO VALUE	HO EXEMPT	CB VALUE	CIHER EXEMP
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1	1998		72.740	AC	28,369				
19	1998		1.150	AC					
32	1998				1,490				

TOTALS: 73.690 29,859

DEED REFERENCES: RELATED PARCELS: SUB-SYSTEMS:

DATE: 00/00/0000

37669

RL  
RC

40MEOWERS: NONE

ZONING:

CAMA AREA#:

PHOTO NUMBER:

MAP NUMBER:

INSP YEAR: 1998

SW UNITS:

SW TYPES:

PARCEL TYPE:

LOCATION CODE: 0000

TAX SPECIALS:

993