

Cefalo, James

From: Cefalo, James
Sent: Wednesday, April 19, 2017 12:30 PM
To: 'Rob Harris'
Cc: Jordan, Blake
Subject: Initial Calculations for Application 22-7648 (Crapo)
Attachments: 22-7648 Consumptive Use Analysis.xlsx

Rob,

Attached is a spreadsheet which may serve as a starting point for evaluating the additional consumptive use resulting from the increased diversion rate proposed in Application 22-7648. I looked at the monthly evapotranspiration use for 2013 and 2016. These years are on the higher end of ET demand because they were unusually hot and dry. Ideally, we would have also use 2012, but the Department does not currently have METRIC data available for the 2012 season.

Using the actual monthly ET for 2013 and 2016, I estimated the expected monthly volume of consumptive use for the 831-acre property. I then calculated the maximum monthly volume the existing water rights could produce (diverting at 5.81 cfs continuously for the entire month). Ideally, we would evaluate ET on a daily or weekly timestep. However, the only actual ET data we have is on a monthly timestep. Based on the monthly data, the existing water rights are sufficient to satisfy the expected demand in April, May, September and October. The unmet demand occurs in June, July and August. Using the monthly timestep, the unmet consumptive use demand is 445 acre-feet.

I look forward to our discussion this Friday.

James Cefalo
Water Resources Program Manager
IDWR Eastern Region
(208) 525-7161

Cefalo, James

From: Cefalo, James
Sent: Tuesday, May 02, 2017 5:01 PM
To: 'Rob Harris'
Cc: Lance Crapo; Cade Crapo (cadecrapo12@gmail.com); Judd Crapo; Conn Crapo (conncrapo@gmail.com)
Subject: RE: Application for Permit No. 22-7648

Rob,

Please let this email confirm that the mitigation proposed for Application 22-7648 is acceptable.

The estimated increase in consumptive use (445 acre-feet), resulting from increasing the available water right diversion rate, is derived from METRIC data for 2013 and 2016 available on the Department's website. The 445 acre-foot value is conservative to the extent it does not account for any precipitation occurring on the property during those irrigation seasons. Although other methods may result in slightly higher or lower amounts, 445 acre-feet is supported by actual consumptive use data.

I was able to speak with Bryce Contour about his estimation of consumptive use occurring under water right 22-13019. The methods he used are acceptable. I have asked him to provide a summary of his calculations for the water right record. It will be helpful to have a record of how he calculated the soil moisture content throughout the years he analyzed.

You can proceed with acquiring 170 acres of water right 22-13019, if possible. You can also proceed with completing an assignment of Application 22-7648 to the current property owners.

As we discussed this morning, the Bureau of Reclamation ground will be excluded from the permit. This reduces the overlapping acres slightly. My calculations of the number of acres of overlap between Application 22-7648 and Crapo's existing water rights (excluding the USBR land) is 797.2 acres. Bringing the 797.2 acres to a full diversion rate (0.02 cfs/acre) will still cover the expected diversion rate for the total irrigation system.

James

From: Rob Harris [mailto:rharris@holdenlegal.com]
Sent: Friday, April 28, 2017 2:06 PM
To: Cefalo, James <James.Cefalo@idwr.idaho.gov>
Cc: Lance Crapo <lcrapo@mac.com>; Cade Crapo (cadecrapo12@gmail.com) <cadecrapo12@gmail.com>; Judd Crapo <juddcrapo@aol.com>; Conn Crapo (conncrapo@gmail.com) <conncrapo@gmail.com>
Subject: Application for Permit No. 22-7648

James:

Please see the attached letter and attachment regarding Application for Permit No. 22-7648. Please confirm that you received this email.

Call me if you have any questions.



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130
Phone: (208) 523-0620
Fax: (208) 523-9518
E-Mail: rharris@holdenlegal.com

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachments, all of which may be confidential and/or privileged, is intended only for the intended recipient. If you are not the intended recipient, any unauthorized use, disclosure or copying of this e-mail and its contents is strictly prohibited and may be unlawful. If you are not the intended recipient, please delete the original message and all copies from your system. Thank you.

RECEIVED
JUL 08 2017
Department of Water Resources
Eastern Region

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered into as of the latest date next to the signature lines below, by and between **John Zirker and Gerry Zirker**, husband and wife, whose address is 415 E. 1 N., Rexburg, Idaho 83440 (hereinafter "Seller"), and **Unit 2 LLC, Juniper View LLC, Fromover 9 LLC, RGC Farms LLC, and JKC Farms LLC**, all Idaho limited liability limited companies, which are collectively located at 1908 E. 500 N., Saint Anthony, Idaho 83445 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller is the owner of Water Right Nos. 22-7163 and 22-13019.¹ These water rights were decreed on November 24, 2008 and December 2, 2008, respectively, in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho.
- B. Water Right Nos. 22-7163 and 22-13019 collectively authorize the diversion of 4.17 cfs and 1,634.1 acre-feet for the irrigation of 466.9 acres.
- C. Water Right No. 22-7163 is a "base" water right and 22-13019 is an "enlargement" water right.² Water Right No. 22-13019 is referred to herein as the "Water Right." The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**. The Water Right authorizes the diversion of 804.6 acre-feet for the irrigation of 229.6 acres.
- D. The Water Right originally primarily covered land owned by the United States Bureau of Reclamation near the failed Teton Dam site. In 2013, the pivots that irrigated this property were removed, and the Reclamation land is no longer irrigated.
- E. On November 3, 2015, Seller filed for an *Application for Extension of Time to Avoid Forfeiture of a Water Right* with the Department for the Water Right, which was approved on December 16, 2015. The owner of the Water Right must resume use of the Water Right on or before October 31, 2020.

¹ Only John Zirker is listed on the records of the Idaho Department of Water Resources as the owner of Water Right No. 22-13019, but this was likely an oversight in the Snake River Basin Adjudication. Additionally, Gerry has a community property interest in Water Right No. 22-13019, and she is included in this Agreement accordingly.

² Enlargement water rights were decreed in the Snake River Basin Adjudication pursuant to the provisions of Idaho Code § 42-1426.

F. Buyer now desires to purchase the Water Right from Seller to be used by Buyer as a mitigation source for the issuance of a water right permit for Application for Permit No. 25-7648 (hereinafter simply "25-7648"). The Department has verbally represented that the Water Right will provide sufficient mitigation for the issuance of a permit for 25-7648.

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

AGREEMENTS:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the entirety of the Water Right, which consists of the following:

WATER RIGHT NO. 21-13019

<u>Diversion Rate:</u>	0.00 cfs
<u>Diversion Volume:</u>	804.6 acre-feet per year
<u>Irrigated Acres:</u>	229.9 acres

2. Property Retained. Seller reserves and retains unto Seller the entirety of Water Right No. 22-7163, together with any and all portions of any other water rights that may be appurtenant to the authorized place of use for the Water Right other than the Water Right. No land, easements, or other property interests are included in this Agreement.

3. Purchase Price. The purchase price for the Water Right is
) (the "Purchase Price"). In the event Buyer, or any one of them individually, purchases the property or a portion thereof to which Water Right No. 22-7163 is currently appurtenant, the Purchase Price set forth herein shall be credited towards the purchase price of the property.

4. Payment of Purchase Price. The Purchase Price for the Water Right shall be paid through increased lease payments for lease of Seller's farm ground currently under lease in the amount of

3

5. Closing.

(a) Closing Date. Closing on the Water Right shall occur within thirty (30) days of the issuance of a final order issuing a water right permit for Application for Permit No. 25-7648 (hereinafter simply "25-7648") approving use of the Water Right, or portion thereof, as mitigation associated with the issuance of 25-7648 to be pursued by Buyer (pursuant to paragraph 6 herein), and after the contingencies described in paragraph 7 are met. The closing shall occur at 1908 E. 500 N., Saint Anthony, Idaho 83445, or another place mutually agreed to by the Parties.

(b) Documents to be Delivered at Closing. At closing, Buyer and Seller shall execute (with acknowledgements, as needed) and/or deliver all instruments, documents and the balance of the Purchase Price necessary to complete the purchase and sale in accordance with this Agreement. The documents Seller shall deliver to Buyer at closing shall consist of: (i) a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 2**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances. The Parties acknowledge that title to the Water Right will be conveyed prior to full payment of the Purchase Price, and that payment of the Purchase Price shall continue after closing as described in Paragraph 4 above.

(c) Fees and Costs of Closing. The cost of recording the Deed shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to 25-7648 and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

6. 25-7648.

(a) Mitigation for 25-7648. It is understood and agreed that after execution of this Agreement, Buyer shall pursue issuance of a permit for 25-7648, with the Water Right or a portion thereof, used to mitigate for 25-7648. Seller and Buyer agree to cooperate in obtaining Department approval of the permit for 25-7648.

(b) Costs. Seller shall be responsible for the costs to pursue the permit for 25-7648, including all consultant fees and calculation of mitigation, and Buyer shall be responsible for the costs of prosecuting and defending the permit for 25-7648, including all attorney fees, in the event the issuance of the permit is protested and the subsequent administrative process associated with such protest(s) begins. Buyer and Seller shall use best efforts to obtain timely permit approval.

7. Contingencies and Conditions Precedent.

(a) Satisfactory Permit Issuance Contingency. The Parties expressly acknowledge and agree that performance under this Agreement is fully contingent upon the issuance of a permit for 25-7648 in a manner satisfactory to Buyer, unless such contingency is waived by the Buyer.

8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the closing as follows:

(a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Water Right in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before closing.

(b) Conveyance. Provided that the contingencies in Paragraph 7 are satisfied, Seller shall then convey the Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right record contained in **Exhibit 1** and in the approval of 25-7648 issued by the Department.

(c) Appurtenance. The Water Right is appurtenant to and have been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.

(d) Not Forfeited. The Water Right has not been forfeited or abandoned in whole or in part.

(e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

10. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the effective date of this Agreement and again as of the closing for the Water Right, as follows:

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting its use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.

11. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing.

12. Representation of Holden, Kidwell, Hahn & Crapo, P.L.L.C. The Parties have each requested that this Agreement be prepared by Robert L. Harris of Holden, Kidwell, Hahn & Crapo, P.L.L.C. on behalf of the Parties. By signing below, the Parties hereby give their informed consent to have Mr. Harris prepare this Agreement on behalf of the Parties as required under Rule 1.7 of the Idaho Rules of Professional Conduct and hereby waive any conflicts concerning this joint representation under Idaho law.

13. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the Parties at their addresses listed on the first page of this Agreement.

(c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(f) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(g) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(h) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(j) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(k) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the latest of the dates set forth below.

"SELLER"

Date: 6-9-17

John Zirker
John Zirker

Date: June 9, 2017

Gerry Zirker
Gerry Zirker

"BUYER"

Date: 6-12-17

Richard Crapo

Unit 2 LLC

By: Richard Crapo, Manager

Date: 6-12-17

Bruce K. Crapo

Juniper View LLC

By: Bruce Crapo, Manager

Date: 6-12-17

David Crapo

Fromover 9 LLC

By: David Crapo, Manager

Date: 6-12-17

Ryan Crapo

RGC Farms LLC

By: Ryan Crapo, Manager

Date: 6-12-17

Judd K Crapo

JKC Farms LLC

By: Judd Crapo, Manager

Exhibit 1 Water Right

5/15/2017

Water Right Report

Close

IDAHO DEPARTMENT OF WATER RESOURCES Water Right Report

5/15/2017

WATER RIGHT NO. 22-13019

Owner Type	Name and Address
Current Owner	JOHN R. ZIRKER 415 E I N REXBURG, ID 83440 (208)356-6951

Priority Date: 04/01/1987
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	4.01 CFS	804.6 AFA
Total Diversion			4.01 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW Lt 1|Sec. 19|Township 07N|Range 42E|FREMONT County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FREMONT County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	41E	13		SWNE	39		SENE	39						
	42E	19		NENE	28		NWNE	33		SWNE	40		SENE	35
				NENW	40	1	NWNW	37	2	SWNW	37		SENW	40
				NESE	27		NWSE	40		SWSE	31		SESE	0.9

<http://www.idwr.idaho.gov/apps/ExtSearchRightReportAJ.asp?BasinNumber=22&SequenceNumber=13019&SplitSuffix=%20%20&TypeWaterRight=True>

1/3

5/15/2017

Water Right Report

Total Acres: 466.9

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E51 Right Nos. 22-7163 and 22-13019 are limited to a total combined diversion rate of 4.17 cfs.
3. K02 This right is for irrigation of land leased from the Bureau of Reclamation under Lease of Land Contract #0-07-14-LA178 and based upon an enlargement of Right No. 22-7163 pursuant to Section 42-1426, Idaho Code.
4. C11 This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.
5. E55 Right Nos. 22-7163 and 22-13019 are limited to the irrigation of a combined total of 466.9 acres in a single irrigation season.
6. K09 This right is for an enlargement of 229.9 acres within the place of use described for this right.

Dates:

Licensed Date:

Decreed Date: 12/02/2008

Enlargement Use Priority Date:

Enlargement Statute Priority Date: 4/12/1994

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:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 466.9

Combined Volume Limit: 1634.2

Combined Rate Limit: 4.17

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

Close

<http://www1dwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=13019&Suffix=%20%20&TypeWaterRight=True>

2/3

Exhibit 2—FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

John Zirker and Gerry Zirker, husband and wife, whose address is 415 E. 1 N., Rexburg, Idaho 83440, ("**Grantor**") does hereby grant, bargain, sell, assign, and convey unto **Unit 2 LLC, Juniper View LLC, Fromover 9 LLC, RGC Farms LLC, and JKC Farms LLC**, all Idaho limited liability limited companies, which are collectively located at 1908 E. 500 N., Saint Anthony, Idaho 83445 ("**Grantee**") and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in the water right described on Exhibit A hereto (the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed the Water Right or any portion thereof to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this 9th day of June, 2017.

Date: June 9, 2017

John Zirker
John Zirker

Date: June 9, 2017

Gerry Zirker
Gerry Zirker

STATE OF IDAHO)
) ss.
County of Madison)

On this 9th day of June, 2017, before me the undersigned notary public in and for said state, personally appeared **John Zirker** and **Gerry Zirker**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I set my hand and affixed my official seal the day and year above written.

Tina M Stowers
Notary Public for Idaho

Residing at: Saint Anthony

My commission expires: 10-17-2022

(seal)



EXHIBIT A

5/15/2017

Water Right Report

Close

IDAHO DEPARTMENT OF WATER RESOURCES Water Right Report

5/15/2017

WATER RIGHT NO. 22-13019

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOHN R. ZIRKER 415 E 1 N REXBURG, ID 83440 (208)356-6951

Priority Date: 04/01/1987
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	04/01	10/31	4.01 CFS	804.6 AFA
Total Diversion			4.01 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW Lt 1|Sec. 19|Township 07N|Range 42E|FREMONT County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FREMONT 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>
07N	41E	13		SWNE	39		SENE	39						
	42E	19		NENE	28		NWNE	33		SWNE	40		SENE	35
				NENW	40	1	NWNW	37	2	SWNW	37		SENE	40
				NESE	27		NWSE	40		SWSE	31		SESE	0.9

<http://www.idwr.idaho.gov/apps/ExtSearchRightReportAJ.asp?BasinNumber=22&SequenceNumber=13019&SplitSuffix=%20%20&TypeWaterRight=True>

1/3

8/15/2017

Water Right Report

Total Acres: 466.9

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E51 Right Nos. 22-7163 and 22-13019 are limited to a total combined diversion rate of 4.17 cfs.
3. K02 This right is for irrigation of land leased from the Bureau of Reclamation under Lease of Land Contract #0-07-14-LA178 and based upon an enlargement of Right No. 22-7163 pursuant to Section 42-1426, Idaho Code.
4. C11 This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.
5. E55 Right Nos. 22-7163 and 22-13019 are limited to the irrigation of a combined total of 466.9 acres in a single irrigation season.
6. K09 This right is for an enlargement of 229.9 acres within the place of use described for this right.

Dates:

Licensed Date:

Decreed Date: 12/02/2008

Enlargement Use Priority Date:

Enlargement Statute Priority Date: 4/12/1994

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:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 466.9

Combined Volume Limit: 1634.2

Combined Rate Limit: 4.17

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

Close

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=22&SequenceNumber=13018&SplitSuffix=%20%20&TypeWaterRight=True>

2/3