

Williams, Meservy & Larsen, LLP

Attorneys at Law

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APR 01 2019

DEPT. OF WATER RESOURCES
SOUTHERN REGIONAL



153 East Main
Post Office Box 168
Jerome, Idaho 83338-0168

JAMES C. MESERVY
BRIAN J. WILLIAMS
THEODORE R. LARSEN
KIMBERLY L. WILLIAMS - ASSOCIATE
BRANDON J. HESS - ASSOCIATE
ROBERT E. WILLIAMS - OF COUNSEL

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EUGENE D. FREDERICKSEN - RETIRED

March 27, 2019

Idaho Department of Water Resources
Gary Spackman, Director
322 E. Front St., Ste. 648
Boise, Idaho 83702-7371
gary.spackman@idwr.idaho.gov

Idaho Department of Water Resources
Southern Regional Office
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

RE: Transfer No. 83001 - Water Right No. 36-14604/Sergio Arroyo, Jr. and Julie DeWolfe Arroyo

Dear Director Spackman:

I represent James and Diane Meeks, predecessors in interest to Sergio and Julie Arroyo to Water Right No. 36-14604 and the real property to which it was appurtenant prior to approval of Transfer No. 83001.

In 2002 my clients sold their interest in Water Right No. 36-14604 and a portion of the land to which it was then appurtenant to Daniel Browne Borders and Elizabeth McKenzie Borders. The point of diversion for Water Right No. 36-14604 was a well located on the parcel acquired by Mr. and Mrs. Borders in the NENWNE quarter of Township 8 South, Range 18 East Boise Meridian, Section 21.

As part of the sale transaction the Meeks and Borders entered into an Agreement for Use of Water and Easement Agreement and Domestic Well Agreement memorializing their agreement that the well on the parcel acquired by Borders would continue to be the source of water for cattle on the parcels retained by the Meeks in conformance with the then existing place of use, purpose of use, and historic use. A Grant of Easement was also given by Borders to Meeks over and across the purchased parcels to ensure that Meeks would continue to have access to maintain their irrigation improvements. It was the intention of the parties that these agreements would be binding upon the successors in interest and would run with the land, as is clearly stated in the two agreements and the Grant of Easement which were recorded in the records of the Jerome County, Idaho

Recorder. I have enclosed copies of the Agreement for Use of Water and Easement Agreement, Domestic Well Agreement, and Grant of Easement for your reference.

The terms of the two Agreements continued to be honored by the successors in interest to Mr. Borders without interruption, until the Arroyos purchased the real property subject to the Agreements in 2018. In June of 2018 the Arroyos retained attorney Mark J. Guerry of Twin Falls, and the Meeks continued to try to clarify and resolve the matter via an exchange of correspondence with Mr. Guerry, including providing him with additional information and copies of the Agreements on June 25th, 2018. A copy of that correspondence is also enclosed for your information. The Arroyos have refused to honor the Agreements and commenced a pattern of interfering with and denying my clients use and delivery of the well water.

Without any notice to my clients, on February 8th, 2019, the Arroyos filed an Application for Transfer of Water Right No. 36-14604 seeking to effectively nullify the two Agreements by transferring the point of diversion for existing water right to a new well they had drilled on their residential parcel on July 30th, 2018, and changing the place of use to no longer include the Meeks property where the cattle have historically been watered.

No notice of the Application for Transfer was given to Meeks, published or otherwise, thus they were not afforded the opportunity to object as a clearly affected party. No copies of the existing Agreements were filed along with the Application for Transfer, which stated under section 5.c "No Adverse effect as a result of this transfer. POU changes describes entire parcel." The Idaho Department of Water Resources Memorandum dated February 12th, 2019, from Benny Walker further alludes to the deliberate misinformation provided by the Arroyos to the IDWR, as it states "Application proposes to correctly identify the place of use and point of diversion of the ground water right..." The existing POU and POD for the water right were in no way incorrect at the time of the filing of the Application for Transfer. (See also Memorandum of Benny Walker dated February 11th, 2019 "Re: Legal Notice Not Required".)

The Arroyos quietly waited until the time for requesting a hearing or filing a petition for reconsideration of the Preliminary Order issued February 21st, 2019 had expired, and then without explanation to the Meeks shut off the well on Friday, March 22nd 2019. When my clients attempted to discuss the matter with the Arroyos they were told to contact the Arroyos' attorney, Mr. Guerry, who ultimately advised my clients of the newly approved Transfer.

The Arroyos have intentionally misled and deceived the Idaho Department of Water Resources, and have violated the terms of the two Agreements pertaining to the provision of water to my clients. The resulting Approval of Transfer No. 83001 has not merely inconvenienced my clients, but it has caused and continues to cause them great expense and hardship. At the time the water was shut off there were pregnant and calving cattle located at the site of the real property owned by Meeks entitled to water under the Agreements. Denying water to those cattle has put the health of the cattle and calves at risk, and poses risk of a significant economic loss to the Meeks.

My clients respectfully request you Void the Preliminary Order issued by the Idaho Department of Water Resources February 21st, 2019, for Transfer No. 83001, Water Right No. 36-14604, pursuant to IDAPA 37.03.08.050.08, on the grounds that the Arroyos deliberately submitted false and misleading information on the application and supporting documents, and reinstate all attributes of Water Right No. 36-14604 as they previously existed.

Please feel free to contact me if you have any questions or wish to discuss this matter in further detail.

Very truly yours,

WILLIAMS MESERVY & LARSEN, LLP

A handwritten signature in black ink, appearing to read "K. Williams", with a stylized flourish at the end.

KIMBERLY L. WILLIAMS

KLW/mmb

Encl.

C: Client

Mark Guerry

\\KLW\Clients\M-P\Meeks, James & Diane\Arroyo\IDWR 2019.03.27.docx

MARK J. GUERRY
ATTORNEY AT LAW
P.O. Box 2749
Twin Falls, Idaho 83316
Ph: 208.308.1725
Fax: 208.537.6755
I.S.B. # 4192

received
6-22-18
am

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APR 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

Re: Julie DeWolfe Arroyo and Sergio Arroyo Domestic Well

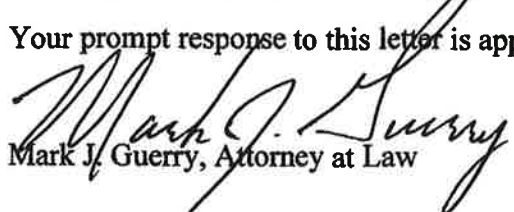
To: Meeks Family Limited Partnership
6 South 800 East
Jerome, Idaho 83338

I have been retained by Julie DeWolfe Arroyo and Sergio Arroyo to contact you regarding your claim to use the well located on their property to water cattle. My clients have been in contact with the Idaho Department of Water Resources which has identified a ground water right that may apply to the Meeks Family Partnership, number 36-14604, although the Department also advised my clients it does not know to which well the right may attach.

Accordingly, would you please identify in writing the ground water right, including the number, and specific well including its exact location, through which you claim a right to water livestock. Please include in your response the number of livestock you maintain you are permitted to water pursuant to your claimed water right and the maximum number of gallons of water you are permitted to use per day as well as the actual number of gallons per day your livestock require.

For your information, my clients are not waiving any claims they have to all water which is appurtenant to or which is pumped on their property. Further, my clients are not waiving any rights to dispute your claims which you may assert against their water. The current situation is extremely detrimental to them, since they often do not have enough water pressure at their home to satisfy even their most basic household needs due to the amount of water which you are diverting from their well to water your cattle

Your prompt response to this letter is appreciated.


Mark J. Guerry, Attorney at Law

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APR 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

6-25-18

Mark J. Guerry, Attorney at Law

P.O. Box 2749

Twin Falls, Idaho 83316

We are responding to your letter post marked 6-20-18 regarding Julie and Sergio Arroyo.

We understand that this issue may be confusing. We are happy to clarify any questions that you may have.

We refer you to three documents filed and recorded in Jerome County; all of which are dated November 14, 2003: instrument #: 2037467, instrument # 2037468 and instrument # 2037466.

The well that enables us to water our cattle is Julie and Sergio's "domestic well", not an irrigation well. Also, clarified, is that we utilize our irrigation water, pump and electricity to water their pasture and yard.

We believe that a review of these three instruments, will answer all of your questions.

Should you have other concerns or questions, do not hesitate to let us know.

Thank You,

Jim and Diane Meeks

800 east 06 south

Jerome, Idaho 83338

cc: Sergio & Julie

TF36441

**AGREEMENT FOR USE OF WATER AND
EASEMENT AGREEMENT**

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APR 01 2019

This Agreement is made and entered into this 14 day of Nov, 2003, by and between the **MEEKS FAMILY LIMITED PARTNERSHIP**, an Idaho limited partnership, JAMES D. MEEKS, General Partner, hereinafter referred to as "MEEKS" and **DANIEL BROWNE BORDERS** and **ELIZABETH MCKENZIE BORDERS**, husband and wife, hereafter referred to as "BORDERS".

RECITALS

- A. The parties are presently owners of contiguous tracts of real property located in Jerome County, Idaho.
- B. The parties wish to enter into an agreement whereby BORDERS shall have access to and the use of sufficient irrigation water from a mainline irrigation pipe owned by MEEKS but traversing a portion of the real property owned by BORDERS, to irrigate a lawn and pasture within the real property owned by BORDERS.
- C. The parties further wish to agree upon terms and conditions whereby MEEKS will allow BORDERS ingress and egress over a portion of MEEKS' real property in order to allow BORDERS access to a canal bridge owned by MEEKS over the main canal of the North Side Canal Company, Ltd.

IT IS THEREFORE AGREED in consideration of these recitals and the mutual promises and covenants hereafter contained as follows:

1. USE OF IRRIGATION WATER. MEEKS hereby grants to BORDERS the right to use irrigation water pumped from a location in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 21, Township 8 South, Range 18 EBM, Jerome County, Idaho, through a mainline pipe owned by MEEKS that presently crosses the real property of BORDERS which is more fully described on EXHIBIT "A" attached hereto.

This right of use shall be confined to the irrigation of the lawn and approximately three (3) acres of pasture now located on the real property of BORDERS. The right of use shall only obtain at such time as MEEKS pumps irrigation water through the mainline pipe, the timing and duration of which shall be the sole right of MEEKS. BORDERS agrees to access the irrigation water through one or more of the valves in the mainline pipe on their property. BORDERS' use of the irrigation water shall be confined to those amounts

reasonably necessary for the proper irrigation of the lawn and pasture and shall not exceed the volumes permitted for the use of such water on an annual basis. under the laws of the State of Idaho.

2. **GRANT OF EASEMENT.** MEEKS hereby grants and conveys to BORDERS an easement for ingress and egress over and across real property consisting of a parcel ten feet (10') in width along the section line between Section 21 and Section 16 in Township 8 South, Range 18 EBM, Jerome County, Idaho, commencing at the Southeast boundary of the real property described on EXHIBIT "A", continuing east along the section line to its point of intersection with the main canal of the North Side Canal Company, Ltd.; thence in a southwesterly direction along the west bank of the main canal of the North Side Canal Company, Ltd., to a foot bridge crossing the main canal of the North Side Canal Company, Ltd., which foot bridge is located in the SE $\frac{1}{4}$ of Section 21, Township 8 South, Range 18 EBM, Jerome County, Idaho. The easement granted herein shall be for the benefit of the real property owned by BORDERS more particularly described EXHIBIT "A" attached hereto. The foot bridge shall be used for traffic for human beings, horses and small all terrain vehicles only. BORDERS assumes all liability for the use of the bridge, and agree to hold harmless and indemnify MEEKS from all liability for themselves and third parties for the use of the easement and bridge.

3. **DEFAULT.** If default be made by either party hereto in keeping or performing any of the covenants, conditions, or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions, or agreements herein contained, then and in such event the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

4. **APPURTENANT EASEMENT; BINDING ON HEIRS AND ASSIGNS.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns. The benefit and burden of each and every covenant set forth in this agreement shall run with the two parcels of real property described hereinabove.

5. **COUNTERPARTS.** This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"MEEKS"

James D. Meeks
JAMES D. MEEKS

STATE OF IDAHO)
) ss:
County of Jerome)

On this 14th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES D. MEEKS, General Partner of the MEEKS FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Brenda S. Bittler
NOTARY PUBLIC for Idaho

Residing at: Booming

Commission Expires: 3/5/2004

EASEMENT AGREEMENT - 3

E:\DATA\MEEKS\BORDERS - EASEMENT 2 11 12 03.WPD

"BORDERS"


DANIEL B. BORDERS

ELIZABETH MCKENZIE BORDERS

STATE OF IDAHO)
County of Canyon) ss:

On this 19th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL BROWNE BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



STATE OF IDAHO
County of Canyon

Debra J. Saleh
NOTARY PUBLIC for Idaho
Residing at: Nampa
Commission Expires: 11-27-08

On this 19th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELIZABETH MCKENZIE BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Debra J. Salek
NOTARY PUBLIC for Idaho
Residing at: Wampa
Commission Expires: 11-27-08

EASEMENT AGREEMENT 4
E:\DATA\MECKS\BORDERS - EASEMENT 2 11 12 03.WPD

EXHIBIT A

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;
Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;
Thence South 00°00'00" West for a distance of 25.00 feet;
Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;
Thence South 00°00'00" West for a distance of 50.00 feet;
Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;
Thence South 09°42'04" West for a distance of 129.26 feet;
Thence North 88°44'45" West for a distance of 578.74 feet;
Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;
Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;
Thence North 04°33'02" East for a distance of 849.21 feet;
Thence South 31°39'19" East for a distance of 431.80 feet;
Thence South 31°49'09" East for a distance of 122.99 feet;
Thence South 45°17'18" East for a distance of 55.72 feet;
Thence South 60°22'22" East for a distance of 627.63 feet;
Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Common address: 874 East Road, Jerome, Idaho

EXHIBIT B

TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME
COUNTY, IDAHO

Section 16: $S\frac{1}{2}NE\frac{1}{4}$; $SE\frac{1}{4}$; $SE\frac{1}{4}SW\frac{1}{4}$

Section 21: $N\frac{1}{2}NE\frac{1}{4}$

EXCEPTING THEREFROM:

A parcel of land located in the $SE\frac{1}{4}$ of Section 16 and $NE\frac{1}{4}$ of Section 21 of
Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho
and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from
which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears
North $90^{\circ}00'00''$ West - 2630.82 feet;
Thence North $90^{\circ}00'00''$ West along the Section line common to said Sections 16
and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;
Thence continuing North $90^{\circ}00'00''$ West along the Section line common to
Sections 16 and 21 for a distance of 430.99 feet;
Thence South $00^{\circ}00'00''$ West for a distance of 25.00 feet;
Thence North $90^{\circ}00'00''$ West parallel with the North boundary of the $NE\frac{1}{4}$ of said
Section 21 for a distance of 137.99 feet;
Thence South $00^{\circ}00'00''$ West for a distance of 50.00 feet;
Thence North $90^{\circ}00'00''$ East parallel with the North boundary of the $NE\frac{1}{4}$ of said
Section 21 for a distance of 36.00 feet;
Thence South $09^{\circ}42'04''$ West for a distance of 129.26 feet;
Thence North $88^{\circ}44'45''$ West for a distance of 578.74 feet;
Thence North $00^{\circ}05'33''$ West for a distance of 189.74 feet to a point on the
North boundary of the $NE\frac{1}{4}$ of said Section 21;
Thence North $90^{\circ}00'00''$ East along the North boundary of the $NE\frac{1}{4}$ of said
Section 21 for a distance of 189.67 feet;
Thence North $04^{\circ}33'02''$ East for a distance of 849.21 feet;
Thence South $31^{\circ}39'19''$ East for a distance of 431.80 feet;
Thence South $31^{\circ}49'09''$ East for a distance of 122.99 feet;
Thence South $45^{\circ}17'18''$ East for a distance of 55.72 feet;
Thence South $60^{\circ}22'22''$ East for a distance of 627.63 feet;
Thence South $00^{\circ}00'00''$ East for a distance of 25.00 feet to the TRUE POINT OF
BEGINNING.

RECEIVED

APR 01 2019

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Instrument # 2037467

JEROME COUNTY, JEROME, IDAHO

2003-11-21

04:25:22 No. of Pages: 6

Recorded for : FIRST AMERICAN TITLE

CHERYL WATTS

Fee: 18.00

Ex-Officio Recorder Deputy

Burch

TF 36441

DOMESTIC WELL AGREEMENT

THIS AGREEMENT, made this 14 day of November, 2003, by and between **MEEKS FAMILY LIMITED PARTNERSHIP**, an Idaho general partnership, James D. Meeks, General Partner, hereinafter referred to as "MEEKS", and **DANIEL BROWNE BORDERS and ELIZABETH MCKENZIE BORDERS**, husband and wife, hereinafter referred to "BORDERS",

RECITALS:

- A. The parties are owners of contiguous tracts of real property located in Jerome County, Idaho.
- B. Located on the tract of property belonging to BORDERS is a domestic water well.
- C. The parties wish to agree upon a basis for MEEKS' use of sufficient water from said domestic well located on the property of BORDERS to water MEEKS' cattle located on MEEKS' real property.

IT IS THEREFORE AGREED, in consideration of these recitals and the mutual promises and covenants hereafter contained, as follows:

1. MEEKS shall have the right to use sufficient water from the domestic well on the property of BORDERS to adequately provide stock water for MEEKS' livestock on the North and South sides of 800 East Road.

2. The real property of BORDERS upon which the domestic well is located is more particularly described on **EXHIBIT "A"** attached hereto.

3. The real property of MEEKS to be served by the domestic well located on the real property of BORDERS is more particularly described on **EXHIBIT "B"** attached hereto.

4. Responsibility for all costs, power, maintenance, repairs, and replacement with regard to any common water lines, pumps, motors, and/or the well itself owned by and located on the real property of BORDERS shall be borne by BORDERS.

5. The parties recognize that this Agreement formalizes a verbal agreement made between the parties at the time that Borders purchased the real property described on Exhibit A attached hereto from Meeks.

6. If default be made by either party hereto in keeping or performing any of the covenants, conditions, or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions, or agreements herein contained, then and in such event the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns. The benefit and burden of each and every covenant set forth in this agreement shall run with the two parcels of real property described hereinabove.

8. This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"MEEKS"


JAMES D. MEEKS

STATE OF IDAHO)
) ss:
County of Jerome)

On this 14th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES D. MEEKS, General Partner of the MEEKS FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Brenda S. Butler
NOTARY PUBLIC for Idaho
Residing at: Coeur d'Alene
Commission Expires: 3/5/2004

"BORDERS"

Daniel B. Borders
DANIEL B. BORDERS

Elizabeth McKenzie Borders
ELIZABETH MCKENZIE BORDERS

STATE OF IDAHO)
 ss:
County of Canyon)

On this 19th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL BROWNE BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Debra J. Salek
NOTARY PUBLIC for Idaho
Residing at: Wampa
Commission Expires: 11-27-03

STATE OF IDAHO)
 ss:
County of Canyon)

On this 19th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELIZABETH MCKENZIE

BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Debra J. Salek

NOTARY PUBLIC for Idaho

Residing at: Nampa

Commission Expires: 11-27-08

EXHIBIT A

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;

Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;

Thence South 00°00'00" West for a distance of 25.00 feet;

Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;

Thence South 00°00'00" West for a distance of 50.00 feet;

Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;

Thence South 09°42'04" West for a distance of 129.26 feet;

Thence North 88°44'45" West for a distance of 578.74 feet;

Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;

Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;

Thence North 04°33'02" East for a distance of 849.21 feet;

Thence South 31°39'19" East for a distance of 431.80 feet;

Thence South 31°49'09" East for a distance of 122.99 feet;

Thence South 45°17'18" East for a distance of 55.72 feet;

Thence South 60°22'22" East for a distance of 627.63 feet;

Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Common address: 874 East Road, Jerome, Idaho

EXHIBIT B

TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM:

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;
Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;
Thence South 00°00'00" West for a distance of 25.00 feet;
Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;
Thence South 00°00'00" West for a distance of 50.00 feet;
Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;
Thence South 09°42'04" West for a distance of 129.26 feet;
Thence North 88°44'45" West for a distance of 578.74 feet;
Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;
Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;
Thence North 04°33'02" East for a distance of 849.21 feet;
Thence South 31°39'19" East for a distance of 431.80 feet;
Thence South 31°49'09" East for a distance of 122.99 feet;
Thence South 45°17'18" East for a distance of 55.72 feet;
Thence South 60°22'22" East for a distance of 627.63 feet;
Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

TF 36441

GRANT OF EASEMENT

Instrument # 2037468
JEROME COUNTY, JEROME, IDAHO
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Recorded for: FIRST AMERICAN TITLE
CHERYL WATTS
Ex-Officio Recorder Deputy Fee: 12.00

APR 01 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

FOR VALUE RECEIVED,

DANIEL BROWNE BORDERS and **ELIZABETH MCKENZIE BORDERS**, husband and wife, hereinafter referred to as "Grantors", do hereby convey to the **MEEKS FAMILY LIMITED PARTNERSHIP**, hereinafter referred to as "Grantee", an easement over, across and under the following described real property located in Jerome County, Idaho, to-wit:

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;
Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;
Thence South 00°00'00" West for a distance of 25.00 feet;
Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;
Thence South 00°00'00" West for a distance of 50.00 feet;
Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;
Thence South 09°42'04" West for a distance of 129.26 feet;
Thence North 88°44'45" West for a distance of 578.74 feet;
Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;
Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;
Thence North 04°33'02" East for a distance of 849.21 feet;
Thence South 31°39'19" East for a distance of 431.80 feet;
Thence South 31°49'09" East for a distance of 122.99 feet;
Thence South 45°17'18" East for a distance of 55.72 feet;
Thence South 60°22'22" East for a distance of 627.63 feet;
Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Common address: 874 East Road, Jerome, Idaho

The foregoing parcel is the Servient Estate.

This easement is for the purpose of providing ingress and egress to, and for maintaining a ditch, culvert, pivot and pump and for other farming and ranching operations on the following described real property owned by the GRANTEE:

TOWNSHIP 8 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 16: S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM:

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;

Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 430.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;

Thence South 00°00'00" West for a distance of 25.00 feet;

Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;

Thence South 00°00'00" West for a distance of 50.00 feet;

Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;

Thence South 09°42'04" West for a distance of 129.26 feet;

Thence North 88°44'45" West for a distance of 578.74 feet;

Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;

Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;

Thence North 04°33'02" East for a distance of 849.21 feet;

Thence South 31°39'19" East for a distance of 431.80 feet;

Thence South 31°49'09" East for a distance of 122.99 feet;

Thence South 45°17'18" East for a distance of 55.72 feet;

Thence South 60°22'22" East for a distance of 627.63 feet;

Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

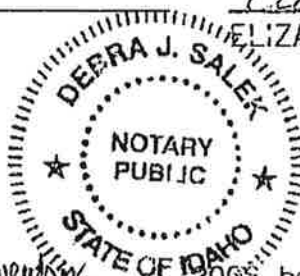
The foregoing parcel is the Dominant Estate.

Dated this 19th day of November, 2003.

Daniel Browne Borders
DANIEL BROWNE BORDERS

STATE OF IDAHO)
County of Canyon)
SS:

Elizabeth McKenzie Borders
ELIZABETH MCKENZIE BORDERS



On this 19th day of November, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL BROWNE BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Debra A. Salik
NOTARY PUBLIC for Idaho
Residing at: Nampa
Commission Expires: 11-27-08

STATE OF IDAHO)
County of Canyon)
SS:

On this 19th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELIZABETH MCKENZIE BORDERS, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Debra J. Salter
NOTARY PUBLIC for Idaho
Residing at: Dampa
Commission Expires: 11-27-08

'GRANTEE'

JAMES D. MEEKS

STATE OF IDAHO)
) ss:
County of Jerome)

On this 14th day of November, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES D. MEEKS, General Partner of MEEKS FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed same on behalf of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho

Residing at:

Commission Expires:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 83001

RECEIVED
APR 01 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

This is to certify that: JULIE DEWOLFE ARROYO
SERGIO ARROYO JR
874 EAST RD.
JEROME, ID 83338

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
36-14604	WR/DECREED	12/1/1928	0.040 cfs	N/A	N/A	N/A	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
36-14604	NO	YES	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
36-14604	36-14604	0.040 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		0.040 cfs	N/A	N/A	N/A		N/A	N/A	N/A	N/A

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 20th day of February, 2019.


Southern Region Manager

Transfer No. 83001

WATER RIGHT NO. 36-14604
As Modified by Transfer No. 83001

In accordance with the approval of Transfer No. 83001, Water Right No. 36-14604 is now described as follows:

Right Holder: SERGIO ARROYO JR AND
 JULIE DEWOLFE ARROYO
 874 EAST RD.
 JEROME, ID 83338

Priority Date: 12/1/1928

Source: GROUND WATER

BENEFICIAL USE

DOMESTIC
 STOCKWATER

From

1/01
 1/01

To

to 12/31
 to 12/31

Diversion Rate

0.040 cfs
 0.020 cfs
 0.040 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSE Sec 16 Twp 08S Rge 18E JEROME County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16															X	X	

PLACE OF USE: STOCKWATER

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16															X	X	

CONDITIONS OF APPROVAL

1. The quantity of water under this right shall not exceed 13,000 gallons per day.
2. The quantity of water decreed for this water right is not a determination of historical beneficial use.
3. The irrigation occurring under this domestic use shall not exceed 1/2 acre.
4. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Transfer No. 83001

WATER RIGHT NO. 36-14604
As Modified by Transfer No. 83001

CONDITIONS OF APPROVAL

6. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

State of Idaho
Department of Water Resources
Attachment to Transfer # 83001
36-14604

This map depicts the DOMESTIC & STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.035 0.07 0.14 Miles



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FEB 08 2019

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 83001

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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 <http://www.idwr.idaho.gov/>.

Name of Applicant(s) SERGIO ARROYO JR; JULIE DEWOLFE ARROYO

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 #1-9.

- ☐ ☒ #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 transfer 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).
- ☒ ☐ #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 <http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm>.
- ☐ ☒ #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.
- ☐ ☒ #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.)
- ☐ ☒ #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 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

FEB 08 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant SERGIO ARROYO JR Phone (208) 404-2416
Mailing Address 874 EAST RD., JEROME ID 83338 Email _____
Name of Applicant JULIE DEWOLFE ARROYO Phone (208) 404-2416
Mailing Address 874 EAST RD., JEROME ID 83338 Email _____

- ☐ 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 _____ Phone _____
Mailing Address _____ Email _____

- ☐ 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.

 Signature of Applicant or Authorized Representative
Sergio Arroyo Jr Print Name and Title if applicable
2-8-19 Date

 Signature of Applicant or Authorized Representative
Julie Dewolfe Arroyo Print Name and Title if applicable
2-8-19 Date

A. PURPOSE OF TRANSFER

1.	Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
	36-14604	No	Yes	Yes	No	No	No

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

2. 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.2**

Application proposes to change the point of diversion and place of use.

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

1. Detailed Water Right Description(s) Attached labeled Part 1.

Summary of Water Rights After the Approved Change

Transferred Right (All or Part)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	Original Right (Remaining Portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
36-14604	0.040 cfs	N/A	N/A	N/A		N/A	N/A	N/A	N/A

**COMBINED
TOTALS**

0.040 cfs N/A N/A N/A N/A N/A N/A N/A N/A

2. Total amount of water proposed to be transferred or changed 0.04 cubic feet per second and/or _____ acre-feet per annum

3. Points(s) of Diversion:

☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)

☒ As shown in Part 1.

☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

4. Place of Use:

☐ No changes to place of use are proposed. (Proceed to #5.)

☒ As shown in Part 1.

☐ See Attachment.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Transfer Right After Requested Changes**

Proposed Water Right No. 36-14604

Current Water Right Owner

SERGIO ARROYO JR
874 EAST RD.
JEROME, ID 83338

AND

JULIE DEWOLFE ARROYO
874 EAST RD.
JEROME, ID 83338

Priority Date: 12/1/1928

Origin: Water Right

Basis: Decreed

Status Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Subuse Code</u>
DOMESTIC	1/01	12/31	0.040 CFS	
STOCKWATER	1/01	12/31	0.020 CFS	
Total Diversion			0.040 CFS	

Source and Point(s) of Diversion:

GROUND WATER

SWSE

Sec. 16 Twp 08S Rge 18E JEROME County

Describe the proposed diversion system

WELL, PUMP

Place of Use: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16															X	X	

Place of Use: STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16															X	X	

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
Domestic Well

b. Who owns the property at the point(s) of diversion

Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
N/A

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
No, ☐ 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: N/A. No Adverse effect as a result of this transfer. POU changes describes entire parcel.

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

e. Describe the use of any other water right(s) for the same purpose or land, or same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
None

f. 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
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No. 36-14604

Current Water Right Owner

MEEKS FAMILY LTD
 PARTNERSHIP
 6 SOUTH 800 EAST
 JEROME, ID 83338

Priority Date: 12/1/1928

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Subuse Code</u>
DOMESTIC	1/01	12/31	0.040 CFS	
STOCKWATER	1/01	12/31	0.020 CFS	
Total Diversion			0.040 CFS	

Source and Point(s) of Diversion:
 GROUND WATER

NENWNE

Sec. 21 Twp 08S Rge 18E JEROME County

Describe the proposed diversion system

WELL, PUMP

Place of Use: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16																X	0.0

Place of Use: STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	18E	16																X	0.0

Conditions/Remarks:

1. THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.
3. THE QUANTITY OF WATER DECREEED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. PARCEL NO. RL08S18E161201 STOCKWATER/50 BEEF CATTLE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
☐ 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. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.: _____

N/A

FOR DEPARTMENT USE ONLY

Transfer Contains 7 pages and _____ attachments.

Received By BW Date 2/8/17 Prelim. Check By _____ Date _____

Fee Paid 4225 Date 2/8/17 Received By AI Receipt # 5037154

Add'l Fee Paid _____ Date _____ Received By _____ Receipt # _____

THIS DOCUMENT IS ELECTRONICALLY RECORDED - DO NOT
RECORD IN THE COUNTY CLERK'S OFFICE
AS IT IS NOT A "COMPLETED AS
A COPY OF THE ORIGINAL DOCUMENT"

Instrument # 21730
JEROME COUNTY, JEROME
04-04-2018 02:49:01 PM 0 of Pages: 2
Recorded for: TITLEFACT, INC.
MICHELLE EMERSON Fee: \$15.00
Ex-Officio Recorder Deputy: jvw
Electronically Recorded by Simplifile

Case No. 71376-Jjb

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED WILLIAM J. SCHMAHL and CHRISTINE K. SCHMAHL, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto SERGIO ARROYO JR and JULIE DeWOLFE ARROYO, husband and wife, hereinafter called Grantee, whose address is: PO Box 5824 Twin Falls, ID 83303, the following described premises in Jerome County, Idaho; to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 28, 2018

William J. Schmahl
WILLIAM J. SCHMAHL

Christine K. Schmahl
CHRISTINE K. SCHMAHL

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 4th day of April, 2018, before me, a Notary Public in and for said State, personally appeared WILLIAM J. SCHMAHL and CHRISTINE K. SCHMAHL, known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Jessica Bowser
Notary Public for Idaho
Residing at Buhl, ID
Commission expires 2/13/2023

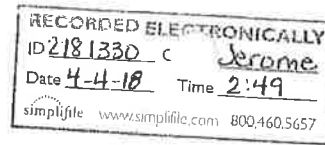


TRANSFER 83001

Case No. 71376-Jjb

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

*** SPACE ABOVE FOR RECORDER ***



WARRANTY DEED

FOR VALUE RECEIVED **WILLIAM J. SCHMAHL and CHRISTINE K. SCHMAHL, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **SERGIO ARROYO JR and JULIE DeWOLFE ARROYO, husband and wife**, hereinafter called Grantee, whose address is: PO Box 5824 Twin Falls, ID 83303, the following described premises in Jerome County, Idaho; to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 28, 2018


WILLIAM J. SCHMAHL

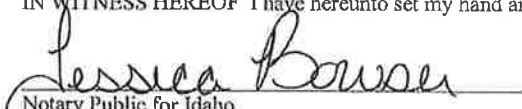
CHRISTINE K. SCHMAHL

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 4th day of April, 2018, before me, a Notary Public in and for said State, personally appeared **WILLIAM J. SCHMAHL and CHRISTINE K. SCHMAHL**, known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.


Notary Public for Idaho
Residing at Buhl, ID
Commission expires 2/13/2023



TRANSFER 83001

Exhibit "A"

Parcel 1:

Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho

Section 21: A parcel of land located in the Northeast Quarter, and being more particularly described as follows:

COMMENCING at the Northeast corner of Section 21, from which the North one-quarter corner of said Section 21 bears North 90°00'00" West, 2630.82 feet;

Thence North 90°00'00" West along the North boundary of the Northeast Quarter of said Section 21 for a distance of 1261.98 feet to the TRUE POINT OF BEGINNING;

Thence South 00°00'00" West for a distance of 25.00 feet to a point on the South easement boundary of a county road;

Thence North 90°00'00" West along the South easement boundary of the county road for a distance of 137.99 feet;

Thence South 00°00'00" West for a distance of 50.00 feet;

Thence North 90°00'00" East parallel with the North boundary of the Northeast Quarter of said Section 21 for a distance of 36.00 feet;

Thence South 09°42'04" West for a distance of 129.26 feet;

Thence North 88°44'45" West for a distance of 578.74 feet;

Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the Northeast Quarter of said Section 21;

Thence North 90°00'00" East along the North Boundary of the Northeast Quarter of said Section 21 for a distance of 702.68 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho

Section 16: A parcel of land located in the Southeast Quarter and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 16, from which the South one-quarter corner of said Section 16 bears North 90°00'00" West, 2630.82 feet;

Thence North 90°00'00" West along the South boundary of the Southeast Quarter of said Section 16 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 90°00'00" West along the South boundary of the Southeast Quarter of said Section 16 for a distance of 944.00 feet;

Thence North 04°33'02" East for a distance of 849.21 feet;

Thence South 31°39'19" East for a distance of 431.80 feet;

Thence South 31°49'09" East for a distance of 122.99 feet;

Thence South 45°17'18" East for a distance of 55.72 feet;

Thence South 60°22'22" East for a distance of 627.63 feet to a point on the North easement boundary of the county road;

Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

Instrument # 2037461
JEROME COUNTY, JEROME, IDAHO
2003-11-21 08:17:25 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE
CHERYL WATTS Fee: 6.00
Ex-Officio Recorder Deputy *CBunch*

TF36611

WARRANTY DEED

For Value Received **Daniel B. Borders**, also shown of record as **Daniel Borders**, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Bill Schmahl and Christine Schmahl, husband and wife

whose address is: *875 East Rd. Jerome ID 83338*

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho:

See Legal description attached hereto and made a part of

Together with 1 Share of Northside Canal Company Water Stock

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with the appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except covenants, taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises; and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: November 18, 2003

Daniel B. Borders
Daniel B. Borders, also shown of record as Daniel Borders

STATE OF Idaho
Jss.
COUNTY OF Canyon

On this 20th day of November, 2003, before me, the undersigned, personally appeared Daniel B. Borders, also shown of record as Daniel Borders, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

Debra J. Salek
Notary Public of State of Idaho
Residing at: Idaho
Commission Expires: 11-27-08



TRANSFER 83001

Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho

Section 21: A parcel of land located in the NE $\frac{1}{4}$, and being more particularly described as follows:

COMMENCING at the Northeast corner of Section 21, from which the North one-quarter corner of said Section 21 bears North 90°00'00" West, 2630.82 feet;
Thence North 90°00'00" West along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 1261.98 feet to the TRUE POINT OF BEGINNING;
Thence South 00°00'00" West for a distance of 25.00 feet to a point on the South easement boundary of a county road;
Thence North 90°00'00" West along the South easement boundary of the county road for a distance of 137.99 feet;
Thence South 00°00'00" West for a distance of 50.00 feet;
Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;
Thence South 09°42'04" West for a distance of 129.26 feet;
Thence North 88°44'45" West for a distance of 578.74 feet;
Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;
Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 702.68 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: A 25.0 foot wide county road easement along the Northerly boundary of the before described parcel.

Township 8 South, Range 18, East of the Boise Meridian, Jerome County, Idaho

Section 16: A parcel of land located in the SE¼ and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 16, from which the South one-quarter corner of said Section 16 bears North 90°00'00" West, 2630.82 feet;

Thence North 90°00'00" West along the South boundary of the SE¼ of said Section 16 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 90°00'00" West along the South boundary of the SE¼ of said Section 16 for a distance of 944.00 feet;

Thence North 04°33'02" East for a distance of 849.21 feet;

Thence South 31°39'19" East for a distance of 431.80 feet;

Thence South 31°49'09" East for a distance of 122.99 feet;

Thence South 45°17'18" East for a distance of 55.72 feet;

Thence South 60°22'22" East for a distance of 627.63 feet to a point on the North easement boundary of the county road;

Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: A 25.0 foot wide county road easement along the South boundary of the before described parcel.

WARRANTY DEED

#J-30973

Instrument # 2021602

JEROME COUNTY, JEROME, IDAHO

2002-04-02 04 10 30 No. of Pages: 3

Recorded for: LAND TITLE & ESCROW

CHERYL WATTS

Fee: \$ 00

Ex-Officio Recorder Deputy

For Value Received

JAMES D. MEEKS and DIANE SAWYER MEEKS, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

DANIEL BROWNE BORDERS, ^{DOB: 01/11} ~~a single man~~ an unmarried man
Address: P O Box 434, Jerome, ID 83338

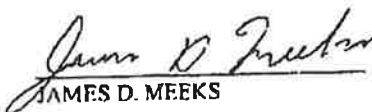
Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"**SUBJECT TO:****All reservations in patents or deeds in the chain of title.**

2002 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.**Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.****Power Line Easement given by William Wilcox, a single man, to Idaho Power Company, a corporation, dated October 30, 1957, recorded May 8, 1958 in Book 2 Page 581 as Instrument Number 135719, Jerome County records, affecting W $\frac{1}{2}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16, Township 8 South, Range 18, East Boise Meridian.****Easement for transmission line purposes as South Idaho Telephone Company may have under Act March 4, 1911 (36 Stat. 1253) as amended, notice of which is contained in Patent from the United States of America, to William Wilcox, dated March 16, 1955, recorded February 3, 1969 in Book 182 Page 1181 as Instrument Number 179433, Jerome County records.****Power Line Easement given by William R. Bradley and Tessa M. Bradley, husband and wife to Idaho Power Company, a corporation, dated December 9, 1969, recorded March 19, 1970 in Book 184 Page 340 as Instrument Number 184132, Jerome County records, affecting the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 8 South, Range 18, East Boise Meridian.****Power Line Easement given by to Idaho Power Company, a corporation, dated F. Roy Dobson and Sharon K. Dobson, his wife, recorded October 5, 1982 as Instrument Number 268116, Jerome County records, affecting the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho.****Subject to county road easement running through said property as disclosed by inspection.****TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 5.0 shares of capital stock in North Side Canal Company, Ltd.****TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.**

Dated: April 1, 2002


JAMES D. MEEKS**TRANSFER 83001**

Diane Sawyer Meeks
 DIANE SAWYER MEEKS

STATE OF IDAHO)
) ss.
 COUNTY OF JEROME)

On this 1st day of April, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES D. MEEKS and DIANE SAWYER MEEKS, 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.

SANDRA MOORE
 NOTARY PUBLIC
 STATE OF IDAHO

Sandra Moore
 Notary Public
 Residing at: Jerome
 My Commission expires: 02-15-06

EXHIBIT "A"**Order Number: J-30973**

A parcel of land located in the SE $\frac{1}{4}$ of Section 16 and NE $\frac{1}{4}$ of Section 21 of Township 8 South, Range 18 East, Boise Meridian, Jerome County, Idaho and more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, from which the one quarter ($\frac{1}{4}$) corner common to Sections 16 and 21 bears North 90°00'00" West - 2630.82 feet;
Thence North 90°00'00" West along the Section line common to said Sections 16 and 21 for a distance of 830.99 feet to the TRUE POINT OF BEGINNING;
Thence continuing North 90°00'00" West along the Section line common to Sections 16 and 21 for a distance of 430.99 feet;
Thence South 00°00'00" West for a distance of 25.00 feet;
Thence North 90°00'00" West parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 137.99 feet;
Thence South 00°00'00" West for a distance of 50.00 feet;
Thence North 90°00'00" East parallel with the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 36.00 feet;
Thence South 09°42'04" West for a distance of 129.26 feet;
Thence North 88°41'45" West for a distance of 578.74 feet;
Thence North 00°05'33" West for a distance of 189.74 feet to a point on the North boundary of the NE $\frac{1}{4}$ of said Section 21;
Thence North 90°00'00" East along the North boundary of the NE $\frac{1}{4}$ of said Section 21 for a distance of 189.67 feet;
Thence North 04°33'02" East for a distance of 849.21 feet;
Thence South 31°39'10" East for a distance of 431.80 feet;
Thence South 31°49'09" East for a distance of 122.99 feet;
Thence South 45°17'18" East for a distance of 55.72 feet;
Thence South 60°22'22" East for a distance of 627.63 feet;
Thence South 00°00'00" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Copy

1. WELL TAG NO. D D0078105

Drilling Permit No. 886912

Water right or injection well #

2. OWNER:

Name SERGIO & JULIE ARROYO

Address 875 EAST ROAD

City JEROME State ID Zip 83338

3. WELL LOCATION:

Twp. 6 North ☐ or South ☒ Rge. 18 East ☒ or West ☐

Sec. 16 1/4 SE 1/4 SE 1/4

Gov't Lot County JEROME

Lat 42 43.342/7 (Deg. and Decimal minutes)

Long. 114 21.032 (Deg. and Decimal minutes)

Address of Well Site 875 EAST ROAD

City JEROME

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)	Placement method/procedure
BENTONITE	0	39	21 BAGS	DRY POUR

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Linear	Threaded	Welded
6	+1	39	25	STEEL	☒	☐	☐	☒

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

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)	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) 264 Static water level (ft) 264

Water temp. (°F) <85 Bottom hole temp. (°F) <85

Describe access port WELL CAP

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Seals	Air	Flowing artesian
BLEW	20+	50	☐	☐	☒	☐
320'			☐	☐	☐	☐

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
10	0	10	TOP SOIL		
10	10	31	BL LAVA		
10	31	55	RD LAVA		
6	55	68	RD ASH		
6	68	88	BL LAVA		
6	88	93	BL LAVA W/BREAKS		
6	93	143	BL LAVA		
6	143	172	RD LAVA		
6	172	185	BR CLAY		
6	185	211	BL LAVA		
6	211	226	RD LAVA		
6	226	237	BL LAVA-HARD		
6	237	253	RD LAVA		
6	253	306	BL LAVA		
6	306	318	RD LAVA- SOFT WATER		
6	318	323	RD LAVA- HARD		
6	323	338	BL LAVA-MED HARD		
6	338	345	BL LAVA - HARD		

Completed Depth (Measurable): 340

Date Started: 7.29.2018

Date Completed: 7.29.2018

14. DRILLER'S CERTIFICATION:

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

Company Name D&C DRILLING

Co. No. 755

*Principal Driller

Date 7.30.2018

*Driller

Date

*Operator II

Date

Operator I

Date

* Signature of Principal Driller and rig operator are required.

TRANSFER 83001

Jan 11 19:06:10p



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: www.idwr.idaho.gov • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 21, 2019

SERGIO ARROYO JR
JULIE DEWOLFE ARROYO
874 EAST RD
JEROME ID 83338

Re: Transfer No: 83001
Water Right No(s): 36-14604

Transfer Approval Notice

Dear Water Right Holder:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 736-3033.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey Skinner', is written over a horizontal line.

Corey Skinner
Southern Regional Manager

Enclosure

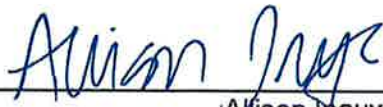
CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2019 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 83001

Water Right No(s): 36-14604

SERGIO ARROYO JR
JULIE DEWOLFE ARROYO
874 EAST RD.
JEROME ID 83338

A handwritten signature in blue ink, appearing to read "Allison Inouye", is written over a horizontal line.

Allison Inouye
Water Resource Agent

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

Date: February 12, 2019
To: Transfer # 83001 File
From: Benny Walker
Re: Evaluation of Sufficiency of Information Submitted

Application proposes to correctly identify the place of use and point of diversion of the ground water right located approximately 8.5-8.75 miles east of Jerome. The proposed changes are within contiguous lands of the water right. This application also proposes to change the ownership of the water right.

The right involved with the application is located within Water District #130, however the order for 130 specifically excluded domestic water rights. Therefore watermaster comments will not be solicited.

Application does not require public notice and protest processing.

- **Authority to File:**
The applicant submitted the necessary deeds allowing for the transfer and ownership change of water right 36-14604.
- **Water Right Validity:**
The right involved with this transfer was decreed in the SRBA. Aerial photography indicates that the water right has been used in recent years.
- **Injury to Other Water Rights:**
None anticipated. Existing domestic water right.
- **Enlargement of Use:**
None anticipated. Domestic limitations
- **Local Public Interest:**
The application does not appear to change the effect on the original or hydraulically connected water source or affect other water rights. No advertisement required.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on Economy of the Local Area:**
No issues anticipated
- **Effect of the Agricultural Base of the Local Area:**
None anticipated.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

MEMORANDUM

TO: Transfer #83001 File

FROM: Benny Walker

DATE: February 11, 2019

SUBJECT: Filing Fee

The filing fee of, \$225.00, for this transfer is based on the amount of water proposed to be transferred or changed, 0.04 cfs. The transfer fee schedule for a transfer involving 0.00-0.20 cfs indicates that the filing fee is \$200.00. This application also changes the ownership of the water right, therefore a fee of \$25.00 is required for change in ownership of the water right, for a total of \$225.00. The applicant, submitted the fee of \$225.00 receipt S037154.

MEMORANDUM

Date: February 11, 2019
To: Transfer 83001
From: Benny Walker
Re: Legal Notice Not Required

Legal Notice Not Required
2/11/2019

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.