

T4093 LARSEN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 4093**APPROVED**
() Idaho Ag., Inc.

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

JAN 29 1993

PART 1

1.

Name of applicant Blaine Larsen, Blaine Larsen Farms, Inc. Phone Department of Water ResourcesPost Office address P.O. Box 188, Hamer, Idaho 83425

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes To provide irrigation water on crop land owned by Applicant for the 1993 irrigation season.

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>36-02398B</u> ✓	<u>7/30/1959</u>	<u>2.44 c.f.s.</u>	<u>irrigation</u>	<u>April 1</u> to <u>November 1</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 2.44 cubic feet per second and/or _____ acre-feet per annum.3. Source of water Groundwater tributary to Snake River4. Point(s) of Diversion: **See** Attachment 1 and Remarks on page 2.5. Lands irrigated or place of use: **See** Attachment 1 and Remarks on page 2.

Total acres _____

PART 1**6. General Information:**

- a. Description of diversion system wells and pumps with pivot and lateral irrigation systems

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes No.
If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The transfer replaces similar water rights transferred pursuant to the one year transfer approved in 1991, the two year transfer approved in 1990 and the one year transfer approved in 1990 of 36-02121. The points of diversion and places of use after changes are contained in attachments 1 and 2, respectively.

- d. Remarks:

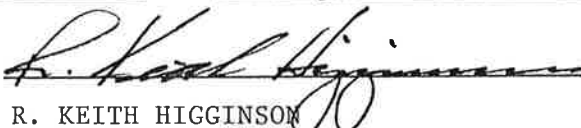
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 36-02398B

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

See attached Memorandum Decision and Order.

Witness my hand this 15 day of April, 1993


R. KEITH HIGGINSON
Director

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 36-02398 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Lease water rights for 1993

3. Source of water Groundwater tributary to Snake River

4. Date or priority 7/30/59

5. Water is used for the following purpose:

2.71
amount 2.4 c.f.s. for irrigation purposes from April 1 to Nov. 1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 2.71 cubic feet per second and/or _____ acre-feet per annum

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	13	7S	22E		

8. Lands irrigated or place of use.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE¼	NW¼	SE¼	SW¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7S	22E	12											9	30			5		44
7S	22E	13		25		15	34		8	12									94

Total acres 138

9. Describe any other water rights used for the same purpose as described above _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 2.44 for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use.

Twp.	Rge.	Sec.	NE ¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SE¼	SW¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7S	22E	12												30					30
7S	22E	13		25		15	34		8	12									94

Total acres 124**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 0.27 for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	13	7S	22E		

3. Lands irrigated or place of use.

Twp.	Rge.	Sec.	NE ¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SE¼	SW¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7S	22E	12											9				5		14

Total acres 14

PART 3

B. CHANGES IN NATURE OF USE

1	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Gerard J. Van, Attorney In Fact
(Signature of Applicant) for Blaine Larsen

Subscribed and sworn to before me this 27th day of January, 1993.

Sandra C. Huntington
(Notary Public)

My commission expires 6/4/93

FOR DEPARTMENT USE ONLY

Transfer Contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

ATTACHMENT 1: Points of Diversion after requested change

1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Pump
SE	SE	SE	4	7N	36E	Jefferson	49
SE	NW	SE	11	8N	36E	Jefferson	89
NE	SW	SW	11	8N	36E	Jefferson	90
NE	NE	NW	10	8N	36E	Jefferson	93
NE	NW	SW	3	8N	36E	Jefferson	94
SE	SW	SW	34	9N	36E	Clark	95
SE	SW	NW	34	9N	36E	Clark	96
SE	SE	NE	34	9N	36E	Clark	97
SE	NE	NW	34	9N	36E	Clark	98
NW	SE	SE	27	9N	36E	Clark	99
NW	SE	NE	27	9N	36E	Clark	100
NW	SE	NW	26	9N	36E	Clark	101
SE	NW	NE	26	9N	36E	Clark	102
NE	NW	NE	35	9N	36E	Clark	103
NW	SW	SE	24	9N	36E	Clark	104
SE	SE	SE	24	9N	36E	Clark	105
NW	NW	SW	22	9N	36E	Clark	106
NE	SW	NW	27	9N	36E	Clark	107
SE	SW	SW	27	9N	36E	Clark	108
SE	NW	NE	33	9N	36E	Clark	109
NW	SE	NW	28	9N	36E	Clark	110
NW	NW	SE	31	9N	36E	Clark	111
SE	NW	SE	33	10N	36E	Clark	112
NE	SW	SE	34	9N	36E	Clark	113
SW	NE	SW	25	9N	36E	Clark	119
SE	SW	NE	25	9N	36E	Clark	120
NW	SW	NW	13	8N	36E	Jefferson	123

ATTACHMENT 2: Places of use after requested change

[illegible]

ATTACHMENT 2: Places of use after requested change

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Pump	Acres
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼		
7N	35E	4													35			25		
9N	36E	25						12	16											
		26	37	10.9	17	40													#102	132.9
9N	36E	25											12							
		26															4	31		
		35	28	3															#103	83
		36						5												
9N	36E	24			3					6	40	14.6	16	39		36	35			
		25		3			6												#104	198.6
9N	36E	24																22.5		
		25	38			5														
	37E	19											19						#105	119.5
		30						33		2										
9N	36E	21				23									31			10		
		22							36	15	17	40	18	3.2					#106	193.2
9N	36E	27					20	39	40	33	8	17								
		28	14			23									2				#107	196
9N	36E	27									7	14	40	36						
		28													2.4			23		
		33	16																#108	199.4
		34					24	37												
9N	36E	33	10.2	37	39	14	12			15									#109	127.2
9N	36E	28					32	32	32	32									#110	128
9N	36E	31			19				5	39	39	5				19			#111	126
10N	36E	33				23.5									40			25		
		34							23			40	25						#112	176.5

ATTACHMENT 2: Places of use after requested change																				
Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Pump	Acres
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼		
7N	35E	4													35			25		
8N	36E	3	27	27																
9N	36E	34												7		2.4	39	25	#113	127.4
9N	36E	25									39.5	14	12	36		9	7		#119	117.5
9N	36E	25			30	35									26	23.4			#120	114.4
8N	36E	13						31.4												
		12											31.4						#123	62.8
																			TOTAL ACRES	4074.4

[illegible]

FEB 2 1993

LEASE OF WATER RIGHT

Department of Water Resources

THIS LEASE is entered into effective January 27, 1993 by and between Idaho Ag, Inc., an Idaho corporation ("Lessor"), and Blaine Larsen and Blaine Larsen Farms, Inc., an Idaho corporation, (collectively "Lessee").

1. **PROPERTY LEASED**: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain water right owned by Lessor and evidenced by license number 36-02398B, as further described on Exhibit A attached to this Lease (the "water right"). This Lease entitles Lessee to make complete use of the water right for agricultural purposes during the term of this Lease.

2. **TERM OF LEASE**: The term of this Lease shall be for one year commencing April 1, 1993. At Lessee's option this Lease may be extended for an additional year. Lessee shall notify Lessor in writing of Lessee's desire to extend this Lease for a one-year period no later than November 1, 1993. This Lease or an extension thereof entered into in the future cannot be terminated except upon written agreement by the Lessor and Lessee, or in the event of default.

3. **RENT**: Lessee shall pay to the Lessor as rent for said water rights a total of \$1,860 for the one-year lease period, and the same amount for any yearly extension thereof, which amount represents a lease fee of \$15 per acre for 124 acres of Lessor's land which is irrigated with the water right. The rent shall be paid by April 1, 1993 or within 10 days after approval by the Department of the temporary transfer described in paragraph 5 below, whichever occurs later. If lease payments are made on an annual basis because of the action of the Department as provided above, or if Lessee exercises its option to extend the lease for a successive year, Lessee's annual rental payment shall be paid by April 1 of the crop year in which the water is to be used or within 10 days after the Department's approval of such temporary transfer and use.

4. **OWNERSHIP AND VALIDITY OF WATER RIGHT**: Lessor covenants and represents that it is the true and lawful owner of the water right and that the right has not lapsed or been abandoned or forfeited either in whole or in part, and otherwise is currently not the subject of challenge or dispute by the Department or any person. Lessor makes no covenant or representation about the actual quantities of water that the Department may recognize for transfer or diversion under the water right, regardless of the amount stated in any claim or license.

5. **APPLICATION FOR TRANSFER**: Lessee shall at its sole expense file all necessary applications with the Department to transfer the water right's place of use and point(s) of diversion on a temporary basis. Lessor shall cooperate in securing such transfers and processing such application(s) and shall execute any documents necessary to achieving the transfer. This Lease is conditioned upon the Department's approval of a transfer of the water right from Lessor's present places of use and points of diversion to places of use and points of diversion located

on lands owned or leased by Lessee.

6. APPROVAL OF TRANSFER: This Lease and any extension hereof is conditioned upon the Department's approval of a transfer of the water right from Lessor's present places of use and points of diversion to places of use and points of diversion located on lands owned or leased by Lessee.

7. TRANSFER OF WATER RIGHT UPON TERMINATION OF LEASE: Upon the termination of this Lease for any reason, the Lessee shall surrender to Lessor the water right covered by this Lease. Lessee shall pay such cost promptly and pursue any action necessary to transfer the water right back to the Lessor's original place of use.

8. BENEFICIAL USE FOR IRRIGATION: Lessee's purpose in entering into this Lease is to obtain water for use upon land owned or leased by Lessee. During the term of the Lease and during any extension hereof, Lessee shall place to the beneficial use for irrigation purposes all water he is entitled to receive under the water right and any approved transfer.

9. NON-LIABILITY OF LESSOR: Lessor shall not be liable for any damage to Lessee sustained by reason of any action of the Department effecting the shutdown or curtailment of some or all of Lessee's irrigation operations.

10. REMEDY ON DEFAULT: In the event Lessee defaults in the performance of any of the covenants or conditions of this Lease, and remains in default for a period of thirty (30) days after receiving written notice of said default from the Lessor, the Lessor may, at its option, terminate this Lease, repossess the leased water right and transfer it back to Lessor's property at the cost of the Lessee. This remedy is not exclusive and the Lessor shall have any other remedy available to it at law or in equity, including the right to recover rental payments and damages caused by the breach of the Lease. Lessee shall have the same rights for any default by Lessor.

11. NOTICES: Any notices required or desired to be given by one party to the other may be given by placing the same in a sealed envelope and mailing the same, postage prepaid, in the United States Mail to the other party at the address hereinafter set forth.

Lessor: Randy A. Bauscher, President
Idaho Ag, Inc.
P.O. Box 123
Rupert, Idaho 83350

Lessee: Blaine Larsen
P.O. Box 188
Hamer, Idaho 83245

12. ATTORNEY FEES: In the event suit is instituted by either party to enforce any provisions of this Lease, the successful party shall be entitled to recover its costs of suit and a reasonable attorney fee in such amount as the court may set.

13. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSOR:

IDAHO AG, INC.

By: 

Randy A. Bauscher
President

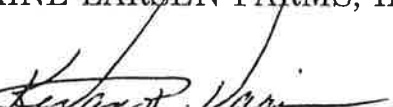
LESSEE:

BLAINE LARSEN

By: 

Blaine Larsen, by Kevan Varin,
Attorney-in-fact

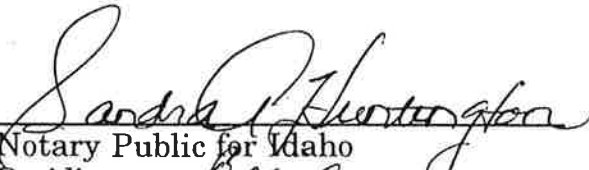
BLAINE LARSEN FARMS, INC.

By: 

Blaine Larsen, President, by
Kevan Varin, Attorney-in-fact

State of Idaho)
) SS
County of Ada)

On this 27th day of January, in the year of 1993, before me, a Notary Public in and for said State, personally appeared KEVAN VARIN, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of BLAINE LARSEN, and acknowledged to me that he subscribed the name of BLAINE LARSEN thereto as principal, and his own name as attorney in fact.


Notary Public for Idaho
Residing at Bose
My Commission expires 6/4/93

State of Idaho)
County of Ada) SS

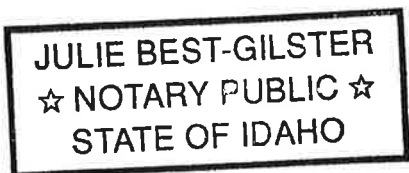
On this 27th day of January, in the year of 1993, before me, a Notary Public in and for said State, personally appeared KEVAN VARIN, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of BLAINE LARSEN, President of BLAINE LARSEN FARMS, INC., and acknowledged to me that he subscribed the name of BLAINE LARSEN, President of BLAINE LARSEN FARMS, INC. thereto as principal in his corporate capacity, and his own name as attorney in fact.

Sandra C. Huntington
Notary Public for Idaho
Residing at Boise
My Commission expires 6/4/93

State of Idaho)
County of Ada) ss.

On this 27th day of Jan., 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared RANDY A. BAUSCHER, president of IDAHO AG, INC., an Idaho corporation, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

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



Julie Best-Gilster
Notary Public for Idaho
Residing at Boise, ID
My commission expires: 4-21-95

EXHIBIT A

to Lease between Idaho Ag, Inc. and Larsen