

T4964 LARSEN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 4964

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Blaine Larsen Phone (208) 662-5501
Post Office address P.O. Box 188 Hamer, ID 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 The ground being transferred to, currently has no water rights. This transfer will allow for a center pivot to irrigate the ground and produce a viable crop.

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>32-07081B</u>	<u>06/20/77</u>	<u>2.25cfs</u>	<u>Irrigation</u>	<u>04/15</u> to <u>10/15</u> <u>04/01</u> to <u>11/01</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 2.25cfs cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion: _____

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SW	27	9N	36E	Clark	Pivot 108.

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
9N	36E	27									5	12	40	34					91
9N	36E	28													1.3			21	22.3
9N	36E	33	14																14
9N	36E	34					22	35											57
																			/

Total acres 184.3

PART 1

6. General Information:

- a. Description of diversion system Groundwater well to a center pivot.
- 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 ground will be dried up, not irrigated.
- d. Remarks: Water right 32-07081B is going to (3) pivots as follows:
Pivot 103 = 184.3 acres at 2.25cfs.
Pivot 109 = 122 acres at 1.49cfs.
Pivot 118 = 34.7 acres at .42cfs.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. T32-07081C

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	04/15 to 10/15	2.67 CFS

SOURCE

GROUNDWATER

Priority: 06/20/1977

LOCATION OF POINT(S) OF DIVERSION: Lot 2 (NWNE), Sec. 6, Township 10N, Range 35E
CLARK County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
10N	35E	5	Lot 2 (NWNE) 28	SWNE 34	Lot 3 (NENW) 39	
			Lot 4 (NWNW) 39	SWNW 39	SENE 5.3	184.3
		6	SWNE 10.7	SENE 24		34.7
Total number of acres irrigated:						219

CONDITIONS/REMARKS:

1. This right when combined with all other rights shall provide no more than 3.5 afa per acre for the lands above.
2. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
3. no more than .02 cfs per acre nor exceed a combined annual diversion volume of 1193.5 af for the lands above.
4. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased, or used on any other place of use.
5. This right when combined with all other rights shall provide Right 32-07081A is also diverted at the point of diversion described above.
6. SPLIT BY T4963

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 Yes. If yes, describe This ground was enrolled in the CRP Program 1986-1996.

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED 32-07081B.

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

1. amount 2.25cfs for Irrigation purposes from 04/01 04/15 to 11/01 10/15
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

[illegible]

3. Lands irrigated or place of use:

[illegible]

Total acres 184.3

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)* 32-07081B.

1. amount 1.91cfs for Irrigation purposes from ~~04/01~~ 04/15 to ~~11/01~~ 10/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

[illegible]

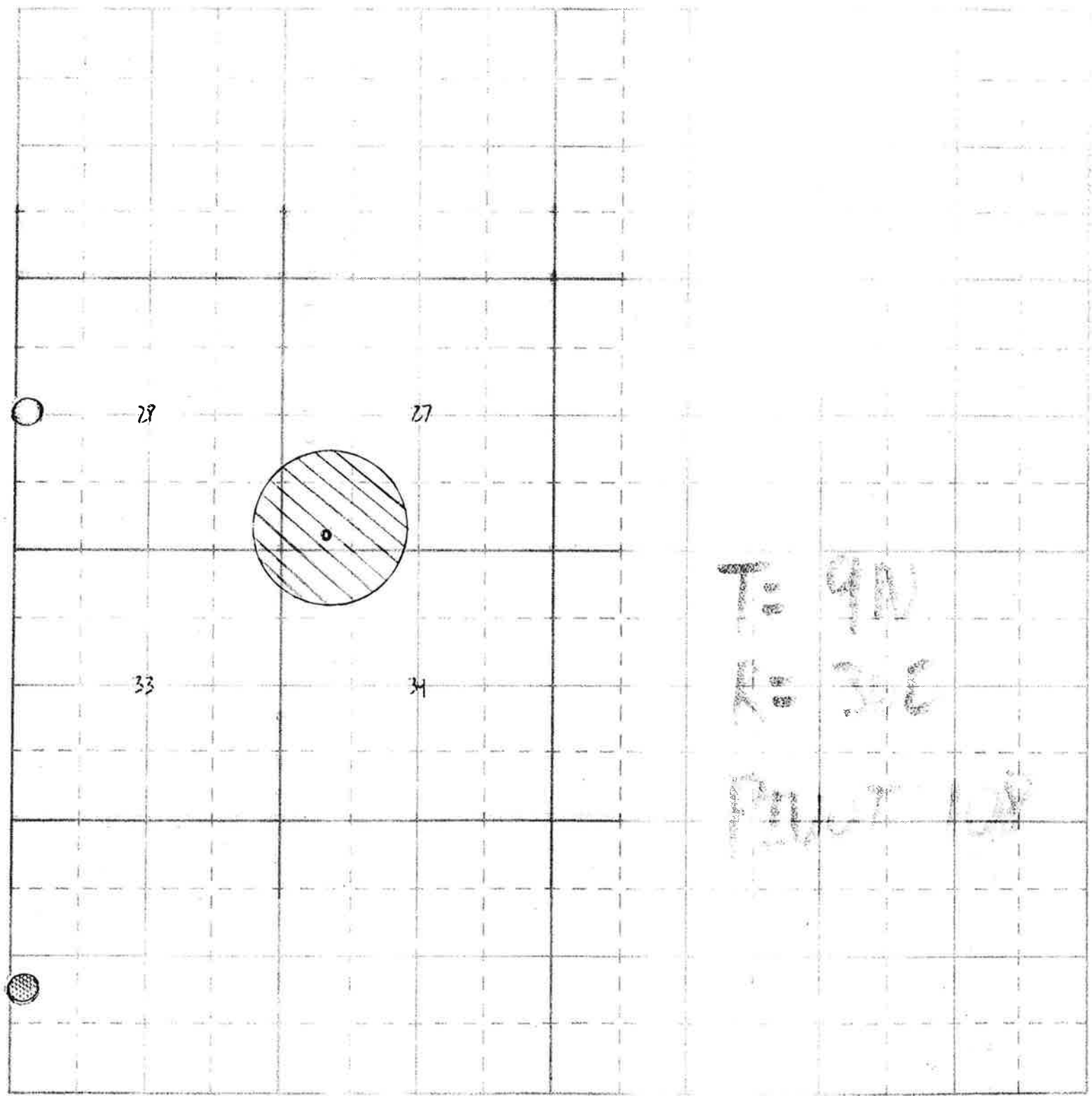
3. Lands irrigated or place of use:

[illegible]

Total acres 156.7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<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.

Blaire Larsen
(Signature of Applicant)

Subscribed and sworn to before me this 8th day of October, 19 96.

Mike Campbell
(Notary Public)

My commission expires 4-17-2002

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 1 attachments

Received by KCW Date 10/10/96

Protest filed by _____

Prelim. check by _____ Fee 100⁰⁰ E022649

Receipted by KCW Date 10/10/96

Published in Post Register

Copies of protest forwarded by _____

Pub. dates Dec. 5 & 12 - 1996

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

LEASE OF WATER RIGHT

Dean Shenton, hereinafter called "Lessor", hereby leases to Blaine Larsen, hereinafter called "Lessee", all of Lessor's rights, title and interest in and to water evidenced by permit number 32-07081B, itemized as follows:

Permit #: 32-07018B
Irrigated Acres: 341
Priority: 08/22/77
Point of Diversion: 10N 35E S6 NW4 NE4
Place of Use: 10N 35E S5 NW4 NE4 = 28, SW4 NE4 = 34, NE4 NW4 = 39, NW4
NW4 = 39, SW4 NW4 = 39 & SE4 NW4 = 39.
10N 35E S6 NE4 NE4 = 37, NW4 NE4 = 25, SW4 NE4 = 37 & SE4 NE4
= 24.
Diversion Amount: 4.16 cfs
Diversion Volume: 1200.5 afa

1. TERM OF THE LEASE:

The term of this lease shall be for one year, commencing April 1, 1997 and ending November 1, 1997. This lease shall contain a clause that, provided both parties are in agreement, allows for a year to year renewal. During the term of this lease, the Lessee is entitled to make complete use (for agricultural purposes) of the afore mentioned water right.

2. LEASING RATE:

Lessee shall pay the Lessor as rent for said water right \$25.00/Acre for a yearly sum of \$8,525.00. The lease payment is due on or before April 1 or the contractual year or (10) days after approval by the Idaho Department of Water Resources, of the transfer described in paragraph (4) below, whichever occurs later.

3. OWNERSHIP AND VALIDITY OF WATER RIGHT:

Lessor covenants and represents that he 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 a 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.

4. APPLICATION FOR TRANSFER:

Lessee shall at its sole expense file all the necessary applications with the Department to transfer the water right's place(s) of use and point(s) of diversion. 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 transfer(s) from Lessor's present place(s) of use and point(s) of diversion to Lessee's designated place(s) of use and point(s) of diversion.

5. APPROVAL OF TRANSFER:

This lease is conditioned upon the Department's approval of the transfer(s) of the water right from the Lessor's place(s) of use and point(s) of diversion to the Lessee's place(s) of use and point(s) of diversion.

6. BENEFICIAL USE FOR IRRIGATION:

Lessee's purpose upon entering into this Lease is to obtain water for use upon land owned or leased by Lessee. During the term of this Lease and during any extension thereof, Lessee shall put to beneficial use all the water he is entitled to receive under the water right and any approved transfer.

7. NON-LIABILITY OF LESSOR:

Lessor shall not be liable for any damage to Lessee sustained by reason of any action of the Department affecting the shutdown or curtailment of some or all of the Lessee's irrigation operations.

8. 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 water right and transfer it back to Lessor's property with all costs charged to 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.

9. NOTICES:

Any notice 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: Dean Shenton
Dubois, ID 83423

Lessee: Blaine Larsen
P.O. Box 188
Hamer, ID 83425

10. 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.

LESSOR:


Dean Shenton

LESSEE:


Blaine Larsen

