

T4963 LARSEN

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Blaine Larsen Phone (208) 662-5501Post 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 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>32-070814(0)</u>	<u>06/20/77</u>	<u>1.49cfs</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 1.49cfs 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
		NW	NE	33	9N	36E	Clark	Pivot 109.

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	33	12	35	35	12	14			14									122

Total acres 122

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 X 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 108 = 184.3 acres at 2.25cfs.
Pivot 109 = 122 acres at 1.49cfs.
Pivot 110 = 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

Transfer No. 4963

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

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

1. amount 1.49cfs for Irrigation purposes from ~~04/01~~04/15 to ~~11/01~~10/15
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
2. Point(s) of Diversion: _____

[illegible]

3. Lands irrigated or place of use:

[illegible]

Total acres 122

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

1. amount 2.67cfs 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 219

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Water Right No. 32-07081B

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	04/15 to 10/15	4.16 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

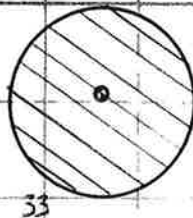
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>		<u>ACRES</u>		<u>ACRES</u>		<u>ACRES</u>	<u>TOTAL</u>
10N	35E	5	Lot 2 (NWNE)	28	SWNE	34	Lot 3 (NENW)	39	
			Lot 4 (NWNW)	39	SWNW	39	SENE	39	218
		6	Lot 1 (NENE)	37	Lot 2 (NWNE)	25	SWNE	37	
			SENE	24					123
					Total number of acres irrigated:				341

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. Right 32-07081A is also diverted at the point of diversion 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 described above.

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.



T: 9N

R: 3E

Point 100

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				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.

Blaine 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 KW Date 10/10/96 Protest filed by _____

Prelim. check by _____ Fee 100 - #E022649

Receipted by KW Date 10/10/96

Published in Post Register Copies of protest forwarded by _____

Pub. dates December 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.

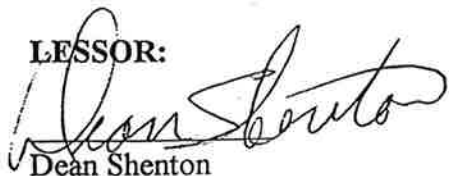
Lessor: Dean Shenton
Dubois, ID 83423

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

Dean Shenton

Dubois, ID 83423

SUPPLEMENT TO WATER LEASE AGREEMENT

I Dean Shenton agree to dry up 341 acres of irrigated land being irrigated by Water License 32-07081B. Legal descriptions of the land to be dried up are as follows:

10N 35E S5 NW4NE4 = 28, SW4NE4 = 34, NE4NW4 = 39, NW4NW4 = 39,
SW4NW4 = 39, SE4NW4 = 39.

10N 35E S6 NE4NE4 = 37, NW4NE4 = 25, SW4NE4 = 37, SE4NE4 = 24.

Furthermore, I understand that I cannot call for any surface water rights appurtenant to the above mentioned legal descriptions. These Water Decrees are as follows:

32-00020
32-00021
32-00022
32-00023
32-00024
32-00051 (Only the portion located in 10N 35E S6 NW4).

Signed

Dean Shenton
Dean Shenton

RECEIVED

DEC 10 1996

Department of Water Resources
Eastern Region

Subscribed and sworn to before me this 19 day of November, 1996.

Signed

William D. Quenneville
Notary Public

My commission expires

9-30-97

G JANUARY 1,
TAX AND PENALTY.

on any personal, manu-
and payable on the
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interest. A warrant of dis-
re no extensions given

emand. If no demand is
iber 20. If the tax is not
tax becomes delinquent
nt tax and penalty is cal-
the following year. If the
d on the remaining tax.

listfaint is Issued to the

schedule as manufac-

be collected in the same
it property, whichever is

ble for Internal Revenue

MAKE CHECK PAYABLE TO:
DONNIE G BURNS
CLARK COUNTY TAX COLLECTOR
PO BOX 266
DUBOIS, ID 83423 374-5455

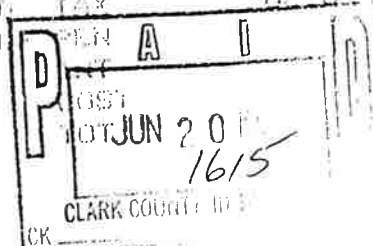
1ST
HALF
TAX
PEN
INT
COST
TOT

PAID
12-12-95

285.84
285.84
SHENTON DEAN H & JOANNA H
STAR RT
DUBOIS ID 83423

TAX BILL RECEIPT

TAX YEAR 1995



3-00

573

573

L

PARCEL NUMBER
RP40N35E050610A
71,612

TOT HV 71,612

571.68

TAX
PEN
INT
COST
TOT

TOT ACS 233.610

TAXING DISTRICT	RATE	AMOUNT
STATE	.000000000	339.04
COUNTY	.004594726	228.00
SCHOOL 3103	.003184028	7.12
CITY 1007	.000092542	7.52
LIBRARY	.000101072	571.68
SUBSET DUE	.007983368	

SEC 5 TWP 10 RGE 35
LOTS 2-4, SUNE, S7NW

★ ★ ★ IMPORTANT ★ ★ ★
PLEASE READ BOTH FRONT AND BACK
PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

COPY

HM = Homeowner

CHECK PAYABLE TO:

TAX BILL RECEIPT

ADD ADDA 13-00

PARCEL NUMBER

BURNS

COUNTY TAX COLLECTOR

TAX YEAR 1990

BILL NO

975

RP10N35E060010A

266

ID 83423 374-5455

38,845

105,374

14,295

158,514

35,710

486.20 2ND TAX

486.20 FULL TAX

852.40

121,804

HALF PER

PER

153,810

INT

INT

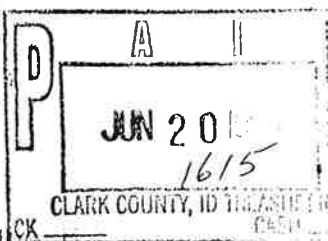
COST

COST

TOT

TOT

486.20



CLARK COUNTY, ID TREASURER'S OFFICE

AMOUNT DUE

SHENTON DEAN H & JOAN
STAR RT
DUBOIS ID 83423

COUNTY
SCHOOL 8121
CITY 0109-2541
LIBRARY 0109-01077
ZONING 0109-3340

00-000000
00-0594726 559.86
00-0164019 387.82
00-009-2541 12.12
00-01077 12.80
00-09-3340 972.40

SEC 6 TWP 10 RGE 35
LOTS 1 & 2, SERE, LESS TAX 1

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
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COPY