

T4929 LARSEN

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**TRANSFER OF WATER RIGHT**

TRANSFER NO. 4929  
WATER RIGHT NO. 32-04001C

RECEIVED

FEB 26 1997

Department of  
Water Resources

This is to certify that: **BLAINE LARSEN**  
**P O BOX 188**  
**HAMER ID 83425**

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>DIVERSION RATE</u> | <u>ANNUAL VOLUME</u> |
|-----------------------|----------------------|-----------------------|----------------------|
| IRRIGATION            | 04/15 to 10/15       | 2.55 CFS              | 446.3 AF             |

SOURCE

GROUNDWATER

Priority: 02/01/1963

LOCATION OF POINT(S) OF DIVERSION:

SENE , Sec. 35, Township 10N, Range 34E  
CLARK County

PLACE OF USE: IRRIGATION

| <u>TWN RGE SEC</u> | <u>ACRES</u> | <u>ACRES</u>                     | <u>ACRES</u> | <u>TOTAL</u> |
|--------------------|--------------|----------------------------------|--------------|--------------|
| 10N 34E 35         | NENE 31.9    | NWNE 31.9                        | SWNE 31.9    | 127.5        |
|                    | SENE 31.8    |                                  |              | 127.5        |
|                    |              | Total number of acres irrigated: |              | 127.5        |

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
3. Approval of this transfer in no way confirms the right(s) claimed.
4. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
5. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

TRANSFER NO. 4929  
WATER RIGHT NO. 32-04001C

CONDITIONS OF APPROVAL AND REMARKS

6. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
7. The right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the amount of water diverted to the department.

Dated this 21<sup>st</sup> day of February, 1997.

  
Chief, Water Alloc. Bureau

MEMORANDUM

TO: FILE NO. 32-04001  
FROM: PAM SKAGGS/<sup>CS</sup>STATE OFFICE  
SUBJECT: TRANSFER NO. 4929  
DATE: February 19, 1997

RECEIVED  
FEB 26 1997  
Department of Water Resources  
Eastern District Office

=====

Transfer No. 4929 changes the point of diversion and place of use under a portion of Right No. 32-04001. The transferred portion is identified as 32-04001C.

The irrigated acres were confirmed through field exam reducing the claim to 304 total acres and the associated rate. Three simultaneous transfers will move the entire confirmed irrigation portion of the right to new locations. The irrigation portion of the right found not historically used will be identified on the last transfer to clarify the splits and new total balance.

This transfer is to develop a center pivot on new ground and a new well will be drilled. Recommended conditions include non-confirmation of claim, drilling permit requirements, measuring device/reporting, irrigation overlap and standard transfer requirements.

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?  
 No. \_\_\_\_\_ If yes, describe \_\_\_\_\_

**B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED** 32-04001

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

1. amount 2.55cfs for Irrigation purposes from 04/01 to 11/01  
 (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 127.5

**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)* See remarks Part 1 B.6.D.

1. amount \_\_\_\_\_ 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:

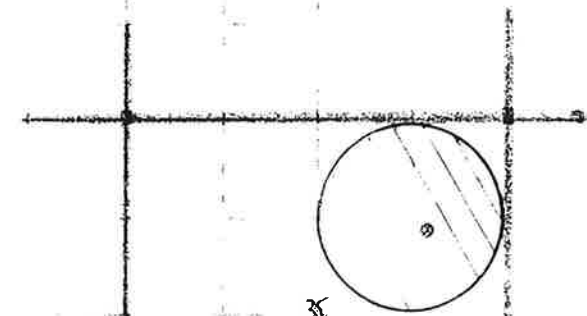
[illegible]

3. Lands irrigated or place of use:

[illegible]

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.



**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**

**PART 2**

(Attach one copy for each right) See attached proof of water right 32-04001.

**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. \_\_\_\_\_ 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 \_\_\_\_\_

3. Source of water \_\_\_\_\_ tributary to \_\_\_\_\_

4. Date or priority \_\_\_\_\_

5. Water is used for the following purpose:

amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_  
(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 \_\_\_\_\_ 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 |
|-----|---|---|---|------|------|------|--------|--------------------------|
|     |   |   |   |      |      |      |        |                          |
|     |   |   |   |      |      |      |        |                          |
|     |   |   |   |      |      |      |        |                          |

8. 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 |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |        |

Total acres \_\_\_\_\_

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

**PART 2****A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 32-04001

STAGE: STATUTORY CLAIM

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>DIVERSION RATE</u> |
|-----------------------|----------------------|-----------------------|
| IRRIGATION            | 04/01 to 11/01       | 6.40 CFS              |
| STOCKWATER            | 01/01 to 12/31       | 0.07 CFS              |
| DOMESTIC              | 01/01 to 12/31       | 0.04 CFS              |
|                       | Totals               | 6.51 CFS              |

SOURCE

GROUNDWATER

Priority: 02/01/1963

LOCATION OF POINT(S) OF DIVERSION:NWNW , Sec. 17, Township 08N, Range 33E  
JEFFERSON CountyPLACE OF USE: IRRIGATION

| <u>TWN RGE SEC</u> | <u>ACRES</u> | <u>ACRES</u>                     | <u>ACRES</u> | <u>TOTAL</u> |
|--------------------|--------------|----------------------------------|--------------|--------------|
| 08N 33E 17         | NENE 40      | NWNE 40                          | SWNE 40      |              |
|                    | SENE 40      | NENW 40                          | NWNW 40      |              |
|                    | SWNW 40      | SENW 40                          |              | 320          |
|                    |              | Total number of acres irrigated: |              | 320          |

PLACE OF USE: STOCKWATER, same as IRRIGATION usePLACE OF USE: DOMESTIC, same as IRRIGATION useCONDITIONS/REMARKS:

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. 4929

MAY 17 1996

Department of Water Resources  
Eastern District Office

## APPLICATION FOR TRANSFER OF WATER RIGHT

## PART 1

Name of applicant Blaine Larsen Phone (203) 662-5501  
Post Office address P.O. Box 188, Hamer, ID 83425

## A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use  
☐ Change nature of use ☐ Change period of use ☐ Other \_\_\_\_\_
- 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>32-04001 B</u> | <u>02/01/63</u> | <u>2.55cfs</u>     | <u>Irrigation</u> | <u>04/01</u> to <u>11/01</u> |
| _____             | _____           | _____              | _____             | _____ to _____               |
| _____             | _____           | _____              | _____             | _____ to _____               |
| _____             | _____           | _____              | _____             | _____ to _____               |

2. Total amount of water being transferred 2.55cfs cubic feet per second and/or 446.3AF acre-feet per annum.

3. Source of water Groundwater tributary to \_\_\_\_\_

4. Point(s) of Diversion:

| Lot | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Local name for diversion |
|-----|-----|-----|-----|------|------|------|--------|--------------------------|
|     |     | SE  | NE  | 35   | 10N  | 34E  | Clark  | Pivot 205.               |
|     |     |     |     |      |      |      |        |                          |
|     |     |     |     |      |      |      |        |                          |
|     |     |     |     |      |      |      |        |                          |

5. Lands irrigated or place of use:

| Twp. | Rge. | Sec. | NE 1/4 |        |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        | Totals |
|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|      |      |      | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 |        |
| 10N  | 34E  | 35   | 31.9   | 31.9   | 31.9   | 31.8   |        |        |        |        |        |        |        |        |        |        |        |        | 127.5  |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|      |      |      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

Total acres 127.5

**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:  
It will be dried up, no longer irrigated.
- d. Remarks:  
In a series of (3) transfers, all of water right 32-04001 will be transferred away  
from its present place of use. The other transfers are as follows: Pivot 204---125.8ac.  
2.52cfs and Pivot 206---<sup>50.7</sup>~~66.7~~ac. at <sup>1.01</sup>~~1.33~~cfs.

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

1 

| <u>New Nature of Use</u> | <u>Amount</u><br>(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.

Blaine Lorse  
(Signature of Applicant)

Subscribed and sworn to before me this 15 day of May, 19 96.

Mike Campbell  
(Notary Public)

My commission expires 4/17/2002

**FOR DEPARTMENT USE ONLY**

Transfer contains 7 pages and 1 attachments Second Mortgage 5 pages  
Received by KW Date 5-17-96 Protest filed by Ap America  
Prelim. check by \_\_\_\_\_ Fee 100.00 E022176  
Receipted by KW Date 5-17-96  
Published in Post Register Copies of protest forwarded by RB  
Pub. dates Oct 17-24-96 Hearing held by \_\_\_\_\_ Date \_\_\_\_\_  
Watermaster recommendation requested on \_\_\_\_\_ Recommended for ☐ approval ☐ denial  
\_\_\_\_\_ rec'd. \_\_\_\_\_ by \_\_\_\_\_  
Copy of transfer sent to lien holder \_\_\_\_\_

## FIRST AMERICAN TITLE

J18762

ORIGINAL

## SECOND MORTGAGE

This mortgage is made April 1, 1996, between GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, dealing with their community property, and who reside at 133 N Third East, Teton, Idaho, herein referred to collectively as mortgagor, and BLAINE LARSEN, herein referred to as mortgagee.

The purpose of this mortgage is to secure an indebtedness owed by mortgagor to mortgagee reflected in that certain Promissory Note of even date herewith and executed by mortgagor in favor of mortgagee. Said indebtedness as set forth in said Promissory Note and inclusive of principal and interest is due and payable in a single lump sum payment not later than January 1, 1997.

Mortgagor, in consideration of the above-stated obligation, hereby mortgages to mortgagee all of the following described property in Jefferson County, State of Idaho:

Township 8 North, Range 33 East of the Boise Meridian, Idaho  
Section 8: E1/2  
Section 17: N1/2

Together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, and all water rights pertaining thereto.

Mortgagor covenants and agrees as follows:

SECTION ONE  
PAYMENT OF INDEBTEDNESS

Mortgagor shall pay the indebtedness as hereinbefore provided and according to the terms of the Promissory Note referenced herein.

SECTION TWO  
WARRANTY OF OWNERSHIP

Mortgagor warrants that they are lawfully seised of the above described property in fee simple, subject only to a priority first mortgage lien in favor of Farm Credit Services, and further subject to certain power line easements, unpaid taxes, and oil, gas and mineral rights which appear of record.

1 - SECOND MORTGAGE

Microfilm No. 280271  
4 Nov 1996  
At 3:18 O'clock P.M.  
CONNIE M. KELLER  
Jefferson Co. Recorder  
Fee \$ 15.00 54 Deputy  
Recorded at Request of  
fater

### SECTION THREE TAXES AND ASSESSMENTS

Mortgagor shall pay all taxes and assessments. In default thereof, mortgagee may pay such taxes and assessments and mortgagor shall reimburse mortgagee therefor.

### SECTION FOUR REMOVAL OR DEMOLITION OF BUILDINGS

No building on the premises shall be removed or demolished without mortgagee's consent.

### SECTION FIVE ACCELERATION OF PRINCIPAL AND INTEREST

The full amount of the principal sum and interest shall become due at the option of mortgagee after default in the payment of any instalment of principal or of interest under the terms of the Promissory Note referenced herein; or after default in the payment of any tax or assessment for 120 days after notice to mortgagor by mortgagee, and demand by mortgagee to mortgagor for payment.

### SECTION SIX APPOINTMENT OF RECEIVER

The holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

### SECTION SEVEN SALE ON FORECLOSURE

In case of a foreclosure sale, the premises, or so much thereof as may be affected by this mortgage, shall be sold pursuant to the provisions of Idaho Code section 6-101 et seq, in effect on the date of this mortgage.

### SECTION EIGHT PAYMENT OF EXPENSES

If any action or proceeding is commenced, except an action to foreclose this mortgage or to collect the debt secured hereby, in which it is necessary to defend or assert the lien of this mortgage, whether or not the mortgagee is made or becomes a party to any such action or proceeding, all of mortgagee's expenses incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by mortgagor, and if not so paid promptly on request, shall be added to the debts secured hereby and

become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage, and shall bear interest at the rate provided for the obligations secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

#### SECTION NINE CONDEMNATION OF PREMISES

If the premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change of grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this mortgage, up to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if it is insufficient to pay the entire amount thereof, it may, at the option of the holder of this mortgage, be applied to the last maturing installment. The balance of such damages and awards, if any, shall be paid to mortgagor. Mortgagee and subsequent holders of this mortgage are hereby given full power, right, and authority to receive and receipt for all such damages and awards.

#### SECTION TEN BANKRUPTCY

If mortgagor or any obligor on the note secured hereby: (1) files a voluntary petition in bankruptcy under the Bankruptcy Act of the United States, or (2) is adjudicated a bankrupt under such act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of such conditions, at the option of mortgagee, the entire balance of the principal sum secured hereby, together with all accrued interest thereon, shall become immediately due and payable.

#### SECTION ELEVEN WASTE

Mortgagor shall not commit, suffer, or permit any waste, impairment, or deterioration of the premises or of any improvement thereon and shall maintain the premises and all improvements thereon in good condition and repair. If mortgagor fails or neglects to make any necessary repair or replacement in any improvement for 90 days after notice to do so from mortgagee,

mortgagee may effect such repair or replacement and the cost thereof shall be added to the debt secured hereby, shall bear interest at the rate provided in the note secured hereby, and shall be covered by this mortgage and the lien hereof.

**SECTION TWELVE  
COMPLIANCE WITH LAWS AND REGULATIONS**

Mortgagor shall comply with all statutes, ordinances, and governmental requirements that affect the premises. If mortgagor neglects or refuses to so comply and such failure or refusal continues for 90 days, then, at mortgagee's option, the entire balance of the principal sum secured hereby, together with all accrued interest, shall become immediately due and payable.

Wherever the sense of this mortgage so requires, the word "mortgagor" shall be construed as if read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees". The word "holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. Unless otherwise provided, any notice and demand or request specified in this mortgage shall be made in writing and may be served in person or by mail.

In witness whereof, this mortgage has been duly executed by mortgagor the day and year first written above.

  
GARNER E. SIMMONS

  
JOYCE S. SIMMONS

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO )

County of Jefferson )

ss.

On this <sup>3rd day</sup> ~~1st~~ day of April in the year of 1996 before me a Notary Public, personally appeared GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Sonja L. Monson  
Notary Public for IDAHO  
Residing at: IDAHO Falls ID  
My Commission Expires: 07-17-96