

RECEIVED

JUN 05 2017

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☒ Change diversion point(s) ☐ Add diversion point(s) ☒ Ownership change ☐ Ownership split

1. **APPLICANT(S)** Jane K. Lodato, Trustee of the Jane Lodato Trust dated 10/21/2013 Phone (415) 987-9677

2. MAILING ADDRESS 106 Elderberry Lane City Bellevue

State Idaho Zip 83313 Email jane.lodato@gmail.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☒ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 37-22124

- ☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 0.07 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

5. POINT OF DIVERSION – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, *Water Right Transfers, Online Resources*.

[illegible]

6. 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:

Pump in Broadford Slough with Watermaster approved flow meter and locking device; buried mainline to sprinkler irrigation system

- b. Who owns the property at the point(s) of diversion? Broadford Polo Subdivision Block 3 Homeowners Association, Inc.

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Irrigation Diversion Works and Pipeline Easement Agreement - copy attached.

- c. 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 used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a [Lessor Designation](#) form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** - ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and $\frac{1}{4}$ $\frac{1}{4}$ of section information. The *Map Tool*, available at maps.idwr.idaho.gov/TransferApplicationLayouts/ provides a satisfactory template for creating the required map.

8. **SIGNATURE** - The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Jane K. Lodato
Signature of applicant or authorized agent

Jane K. Lodato, Trustee
Print name and title if applicable

5/30/2017
Date

Signature of applicant or authorized agent

Print name and title if applicable

Date

9. **FEE** - ☒ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The [Fee Schedule](#) is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the [Application for Transfer Instructions](#).

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments.

Received by AM

Date 6-5-2017

Fee paid \$200- Date 6-5-2017

Received by AM

Receipt # 50361162

Preliminary review by _____

Date _____

Active in the Water Supply Bank? Yes ☐ No ☐

W-9 received? Yes ☐ No ☒

Name on W-9 _____

W-9 forwarded to fiscal? Yes ☐ No ☐

(Do NOT scan the W-9 - confidential information is held by fiscal only)

JANE LODATO
37-22124

PLACE OF USE -
LOT 3, BLK 3,
BROADFORD
POLO
SUBDIVISION

POINT OF DIVERSION FROM
BROADFORD SLOUGH

0	47.6 meters
---	-------------

QUITCLAIM DEED

Instrument # 582181

HAILEY, BLAINE, IDAHO
11-09-2010 11:38:18 AM No. of Pages: 1
Recorded for: SUN VALLEY TITLE CO.
JOLYNN DRAGE Fee: \$10.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

For Value Received

JANE K. LODATO, an unmarried woman

Do hereby convey, release, remise and forever quitclaim unto

JANE K. LODATO, TRUSTEE OF THE JANE LODATO TRUST DATED OCTOBER 21, 2003

Whose current address is

314 Wyndham Drive, Portola Valley, CA 94028

The following described premises, to-wit:

Lot 3, Block 3 of BROADFORD POLO SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, recorded September 13, 1985, as Instrument No. 266544, records of Blaine County, Idaho.

Together with their appurtenances.

Dated this 5th day of November, 2010.

THIS INSTRUMENT FILED FOR RECORD
BY SUN VALLEY TITLE CO.
ACCOMMODATION ONLY. IT HAS
BEEN EXAMINED AS TO ITS FORM
OR AS TO ITS EFFECT UPON THE TITLE.

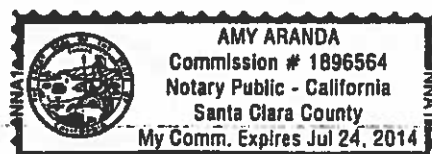
pd

Jane K. Lodato
Jane K. Lodato

State of: California
County of: Santa Clara

On this 5th day of November, 2010, before me, the undersigned, a Notary Public, in and for said State, personally appeared JANE K. LODATO, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Amy Aranda
Notary Public
Residing at: _____
Commission Expires: July 24, 2014



COPY

Recording Requested By and
When Recorded Return to:
James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P.O. Box 987
Ketchum, ID 83340

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

IRRIGATION DIVERSION WORKS AND PIPELINE EASEMENT AGREEMENT

THIS IRRIGATION DIVERSION WORKS AND PIPELINE EASEMENT AGREEMENT ("**Agreement**") is made and entered into on the date of the last signature hereto, by and among BROADFORD POLO SUBDIVISION BLOCK 3 HOMEOWNERS ASSOCIATION, INC., whose address is c/o Lloyd Barnes, 206 Polo Club Lane, Bellevue, Idaho, 83313 ("**Association**"), and JANE K. LODATO, TRUSTEE OF THE JANE LODATO TRUST DATED 10/21/2013, whose address is 106 Elderberry Lane, Bellevue, Idaho, 83313 ("**Lodato**").

RECITALS

A. Association is the owner of Open Space Lot A and Elderberry Lane, Block 3, Broadford Polo Subdivision, Blaine County, Idaho, according to the official plat thereof recorded September 13, 1985 as Instrument No. 266544 in the records of Blaine County, Idaho (the "**Association Property**").

B. Lodato is the owner of Lot 3, Block 3, Broadford Polo Subdivision, Blaine County, Idaho, according to the official plat thereof recorded September 13, 1985 as Instrument No. 266544 in the records of Blaine County, Idaho ("**Lot 3**"). Lodato is also the owner of Water Right 37-22124 for the diversion of 0.07 cfs from the Broadford Slough of the Big Wood River for the irrigation of 1.5 acres on Lot 3 (the "**Water Right**")

C. Lodato desires to obtain an easement over a portion of the Association Property (the "**Easement Premises**") consisting of a twenty (20) foot wide strip of land to construct, install, use, operate, maintain, repair and, if necessary, replace, a diversion structure, measuring device and buried pipeline (the "**Diversion Works**") to divert water out of the Broadford Slough pursuant to the Water Right and deliver it to a point along the boundary line shared by Lot 3 and Elderberry Lane as depicted on **Exhibit A** attached hereto. Association is willing to grant this easement for that sole purpose on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions hereof and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference. In addition, all exhibits to this Agreement are incorporated into the terms and conditions of this Agreement.

2. **Easement for Diversion Works and Pipeline.** Association hereby grants to Lodato a perpetual, non-exclusive easement over, across and through the Easement Premises for the delivery of water from Broadford Slough to Lot 3 pursuant to the Water Right, and the use, operation, maintenance, repair, inspection, alteration, replacement, and removal of the Diversion Works, together with the right and privilege of ingress, and egress to and for Lodato, her employees, agents, contractors, sub-contractors, successors, and assigns, for purposes of reasonable access to the Diversion Works. This easement shall be subject to the following conditions.

(a) The Diversion Works and any appurtenance, accessory or property installed, maintained, removed or replaced by Lodato pursuant to this Agreement shall at all times be and remain the sole personal property of Lodato and shall be deemed to be personal property and not permanently affixed to the realty so as to become fixtures.

(b) Association shall have no rights with respect to use of the Easement Premises except as specifically set forth herein.

3. **Governing Law.** This Agreement shall be construed and governed by and in accordance with the laws of the State of Idaho.

4. **Recording.** This Agreement shall be recorded in the records of Blaine County, Idaho for the specific purpose of providing record notice to any and all persons obtaining or acquiring an interest in or to the subsequent to the date of recording. Lodato shall be responsible for such recording, shall pay the recording fees, and shall provide a copy of the recorded instrument to Association.

5. **Necessary Acts and Further Assurances.** Each party will, whenever and as often as may be requested so to do by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurances, approvals, consents and any all such further instruments and documents as may be necessary, expedient or proper in order to better assure, convey, transfer and confirm among the parties the rights now or hereafter intended to be granted to them and to complete any and all conveyances, transfers, sales, assignments, security measures herein provided, and to do any all other acts and to execute,

acknowledge and deliver any and all documents as so requested in order to carry out the intent and purposes of this Agreement and transaction.

6. **Notice.** All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth below, or (iii) sent by facsimile or electronic mail to the facsimile number or electronic mail address set forth below with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or electronic mail on the date so sent.

Association:

c/o Lloyd Barnes

206 Polo Club Lane

Bellevue, Idaho, 83313

Fax: N/A - 208-7884559

E-mail: No email

Lodato:

106 Elderberry Lane

Bellevue, Idaho, 83313

Fax: N/A

E-mail: jane.lodato@gmail.com

415 987-9677

7. **Entire Agreement and Amendments.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by a party or its officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto. The parties each agree that the terms, covenants and conditions of this Agreement shall supersede any and all such prior negotiations and agreements, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. This Agreement may not be amended, modified, altered, terminated, or canceled in any respect whatsoever, except in writing duly executed by each of the parties hereto. No waiver or release of any right or obligation set forth herein shall be valid unless made in writing and executed by each of the parties hereto. Failure of one party to exercise a right upon any default of the other party shall not be construed as a waiver of the right to insist upon full performance of all the terms and conditions of this Agreement.

8. **Captions.** The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

9. **Partial Invalidity.** In the event any provision of this Agreement or any part thereof shall be determined by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

10. **No Joint Venture.** This Agreement shall not be deemed to create an agency, joint venture, partnership or any other similar relationship between the parties hereto. This Agreement is a contractual relationship only for the limited purposes specified herein.

11. **No Third Party Beneficiaries.** This Agreement is not intended nor shall it be interpreted to create or confer any rights upon third parties not a party to this Agreement.

12. **Authority to Execute.** Each of the persons executing this Agreement represents and warrants to the other parties that he or she has the lawful and binding authority and authorization from their respective entity set forth below to execute this Agreement for and on behalf of said entity.

13. **Counterparts.** This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their names.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Jane K Lodato
JANE K. LODATO, Trustee

irrigation diversion works & pipeline easement agreement v. l
5/29/2017

BROADFORD POLO SUBDIVISION BLOCK
3 HOMEOWNERS ASSOCIATION, INC., an
Idaho non-profit corporation

Date: May 30, 2017

By: [Signature]
Lloyd Barnes, President

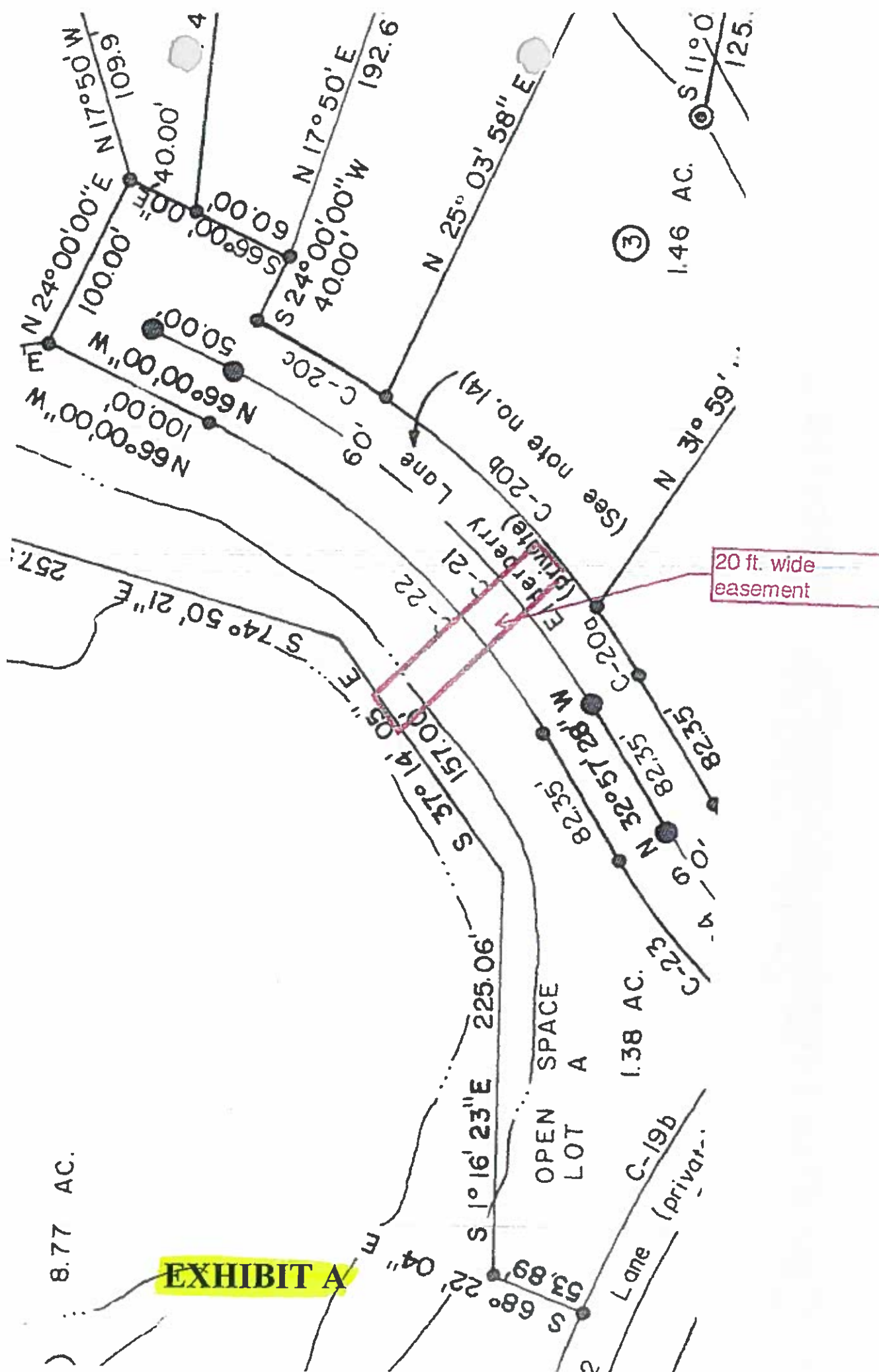
STATE OF IDAHO)
) ss.
County of Blaine)

On this 30 day of May, 2017, before me, a Notary Public in and for said State, personally appeared Lloyd Barnes, known or identified to me to be the President of BROADFORD POLO SUBDIVISION BLOCK 3 HOMEOWNERS ASSOCIATION, INC., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



[Signature] / Mirella J. Marroquin
Notary Public for Idaho
Residing at Blaine
My commission expires 02/24/2020





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 29, 2017

JANE LODATO TRUST
C/O JANE K LODATO
106 ELDERBERRY LN
BELLEVUE, ID 83313

RE: Transfer No. 81727
Water Right No(s). 37-22124

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **7/5/2017 and 7/12/2017**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **July 24, 2017**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in cursive script that reads "Denise Maline".

Denise Maline
Administrative Assistant

cc:

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM, ID 83340

Maline, Denise

From: Maline, Denise
Sent: Thursday, June 29, 2017 5:07 PM
To: Kevin Lakey (WD 37); Cyndi WD37
Subject: Comment Letters - Lodato & Belle Ranch
Attachments: Transfer 81435 Belle Ranch.pdf; Transfer 81727 Lodato.pdf; Comment Letter to WM37 for 81435 & 81727.docx

Kevin,

Attached are copies of (2) applications for transfer within your district, which are currently being processed. Please review the information and provide any necessary comments within 21 days.

Thank you in advance,

Denise @ IDWR

*Denise Maline
Administrative Assistant I
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov*



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 29, 2017

WATER DISTRICT #37
KEVIN LAKEY
107 W 1ST ST
SHOSHONE ID 83352

via e-mail

RE: Transfer No. 81435
Water Right No(s). 37-22728, 37-22730, 37-22732, 37-22734, 37-2668, 37-501E,
37-597A

RE: Transfer No. 81727
Water Right No(s). 37-22124

Dear Kevin:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, June 29, 2017 12:18 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.doc

Attached please find (1) legal notice being submitted for publication on July 5th & 12th, 2017. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 29, 2017

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Transfer No. 81435
Water Right No(s): 37-22728, 37-22730, 37-22732, 37-22734, 37-2668, 37-501E, 37-597A

RE: Transfer No. 81727
Water Right No(s): 37-22124

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before July 24, 2017. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 81435**

BELLE RANCH LLC, 733 N MAINE ST STE G, BELLEVUE, ID 83313; has filed Application No. 81435 for changes to the following water rights within BLAINE County(s): Right No(s). 37-22728, 37-22730, 37-22732, 37-22734, 37-2668, 37-501E, 37-597A. The purpose of the transfer is to change a portion of the above rights as follows: Application proposes transferring a 0.43 cfs portion of a groundwater right and six Big Wood River rights totaling 0.39 cfs that are used to irrigate 21.5 acres on a farm located approximately 5.6 to 6.7 miles south and 1.5 to 2.6 miles east of Bellevue to a farm located approximately 4.4 to 4.7 miles east and 1.5 to 1.8 miles east of Bellevue. The transferred ground water portion (0.43 cfs) will be diverted from an existing well located adjacent to the proposed new place of use. The Big Wood River rights 0.39 cfs will continue to be diverted via the District 45 canal diversion.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 81727**

JANE LODATO TRUST, C/O JANE K LODATO, 106 ELDERBERRY LN, BELLEVUE, ID 83313; has filed Application No. 81727 for changes to the following water rights within BLAINE County(s): Right No(s). 37-22124. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes moving a point of diversion (POD) for a 0.07 cfs Big Wood River irrigation right currently diverted from the Broadford Slough at a location approximately 0.5 miles west and 0.05 miles south of the intersection of the Broadford Road and Highway 75 in Bellevue. The application proposes moving the POD to a new location located approximately 0.1 miles upstream on the Broadford Slough.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or to see a full description of these rights and/or the proposed transfers, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls ID 83301 together with a protest fee of \$25.00 for each application on or before **July 24, 2017**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on July 5th & 12th, 2017

TRANSFER PROPOSAL

Date: June 19, 2017
To: Transfer 81727 File
From: Bill Mills
Re: Transfer Application Proposal

Application for transfer proposes moving a point of diversion (POD) for a 0.07 cfs Big Wood River irrigation right currently diverted from the Broadford Slough at a location approximately 0.5 miles west and 0.05 miles south of the intersection of the Broadford Road and Highway 75 in Bellevue. The application proposes moving the POD to a new location located approximately 0.1 miles upstream on the Broadford Slough.

Proposed POD, current POD and place of use (POU) are all located in Water District 37 and watermaster comments will be solicited.

MEMORANDUM

Date: June 19, 2017
To: Transfer 81727
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #81727 were based on the on the current transfer fee schedule and included \$200.00 for the 0.07 cfs being transferred in the application. (Receipt No.S036162). An additional \$25.00 fee was paid on 6/14/2017 (Receipt #S036179) for a change of ownership requested in the transfer application.

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS

JAMES P. SPECK
jim@speckandaanestad.com
DOUGLAS J. AANESTAD
doug@speckandaanestad.com

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

June 12, 2017

RECEIVED

JUN 14 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

Mr. William Mills
Idaho Department of Water Resources
650 Addison Ave. W., Suite 500
Twin Falls, ID 83301

**Re: *Application for Transfer of Water Right - Point(s) of Diversion - 37-22124;
Change of Ownership Filing Fee***

Dear Mr. Mills:

Enclosed you will find our firm's check payable to the Department for the \$25 change of ownership filing fee which was omitted from our June 1, 2017 correspondence in the above-referenced matter.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
Jeanne Farnea, Assistant to
James P. Speck

Enclosure

#25- pd 6-14-2017 5036179 DM

Mills, William

From: James Speck <jim@speckandaanestad.com>
Sent: Friday, June 09, 2017 8:00 AM
To: Mills, William
Cc: Jeanne Farnea; Opal Davis
Subject: Re: Lodato Transfer Application, Water Right 37-22124

Bill,

Thanks for catching that and, yes, use the map I sent you earlier. I will have my assistant send the \$25 next week when I return to the office.

Jim

Sent from Jim's iPad

From: Mills, William <William.Mills@idwr.idaho.gov>
Sent: Wednesday, June 7, 2017 6:36:22 PM
To: James Speck
Subject: Lodato Transfer Application, Water Right 37-22124

Jim,
I've reviewed the Lodato, 37-22124 transfer application and the provided map doesn't indicate the locations of the current and proposed POD. However, the map you provided in your email on 5/22/2017 does indicate the POD locations, so with your permission I'll use that map to satisfy the requirements of Section 7 of the transfer application. Additionally, the ownership change box was checked on the application, but the \$25.00 dollar fee for change of ownership wasn't included with the transfer application fees, so we'll need the additional \$25.00 as well.
Thanks,
Bill

RECEIVED

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DEPT OF WATER RESOURCES
SOUTHERN REGION

SPECK & AANESTAD
A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

JAMES P. SPECK
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June 1, 2017

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave. W., Suite 500
Twin Falls, ID 83301

Re: Application for Transfer of Water Right - Point(s) of Diversion - 37-22124

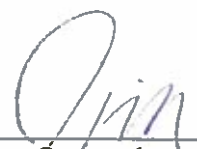
Dear Corey:

Enclosed you will find the original and one copy of the above-referenced Application for Transfer of Water Right - Point(s) of Diversion together with my firm's check payable to the Department for the \$200 filing fee. This application includes a change of ownership of this water right and I have included a copy of the Quitclaim Deed that conveys the property to the Applicant. Since the new point of diversion is located on property owned by the Broadford Polo Subdivision Block 3 Homeowners Association, Inc., I have included an Irrigation Diversion Works and Pipeline Easement Agreement that provides the Applicant access to the new point of diversion. The map attached to this Agreement should also suffice as the map required by Section 7 of the Application.

✓ DM Please receipt date-stamp the copy and return it to me in the postage prepaid self-addressed envelope included for that purpose. Contact me if you have any questions, comments or concerns about this Application.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

Enclosures
cc: Client w/encl.

Mills, William

From: Mills, William
Sent: Wednesday, May 24, 2017 10:06 AM
To: 'James Speck'
Subject: RE: 37-22124 - Jane Lodato

Jim,

I can certainly expedite the processing of the application if it is submitted to me. However, the Department will require that the transfer application is advertised.

Thanks,

Bill

-----Original Message-----

From: James Speck [mailto:jim@speckandaanestad.com]
Sent: Tuesday, May 23, 2017 5:28 PM
To: Mills, William <William.Mills@idwr.idaho.gov>
Cc: Jane Lodato (janelodato@gmail.com) <janelodato@gmail.com>
Subject: RE: 37-22124 - Jane Lodato

Hi Bill,

OK. Can you waive the advertising requirement? I'm pretty sure there are no other diversions between the existing and new POD's. Thanks.

Jim

-----Original Message-----

From: Mills, William [mailto:William.Mills@idwr.idaho.gov]
Sent: Tuesday, May 23, 2017 3:43 PM
To: James Speck
Subject: RE: 37-22124 - Jane Lodato

Jim,

I pitched the idea of not requiring a transfer for this change of POD to Corey and then we mulled it over. He also chatted with the Watermaster and administrative folks at the state office. The conclusion was reached that the Department would prefer your client file a POD transfer prior to making any changes.

I hope that helps,

Bill

-----Original Message-----

From: James Speck [mailto:jim@speckandaanestad.com]
Sent: Monday, May 22, 2017 2:14 PM
To: Mills, William <William.Mills@idwr.idaho.gov>
Subject: 37-22124 - Jane Lodato

Hi Bill,

I represent Jane Lodato who owns 37-22124 to divert from Broadford Slough to her Lot 3 in the Boradford Polo Subdivision. I have created a map showing the existing POD and a possible new POD much closer to her lot. Both appear to be in the SWNE of S.35, T2N, R18E. If so, can she make this move without an approved POD transfer? Thanks.

Jim

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