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MAY 22 2017

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 81732MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Tanner Lane Ranch LLLP

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☒ ☐ #10 Other. Please describe: Water Shares Lease Agreement

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Department of Water Resources
Eastern Region

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Tanner Lane Ranch LLLP Phone (208) 681-1039
Mailing address c/o Chris Drakos, P.O. Box 793, Blackfoot, ID 83221 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Robert L. Harris Phone (208) 523-0620
Mailing address P.O. Box 50130, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

Robert L. Harris
Signature of Applicant or Authorized Representative

Robert L. Harris, Attorney
Print Name and Title if applicable

May 19, 2017
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

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 your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.
The Applicant has entered into a lease agreement with the owners of Water Right No. 27-7003 (the Fieldings) to allow this water right to be used by the Applicant. A 289.2-acre PPOU is proposed, within which 271.8 acres will be irrigated.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	27-7003	5.24/1015	Irrigation	03/01 to 11/30	Ground Water
☐ ☐		0.09/1.4	Stockwater	9/15 to 12/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 5.24 cfs and/or 1016.4 acre-feet.

2. Total amount of water proposed to be transferred or changed 5.24 cubic feet per second and/or 1016.4 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		SW	SW	SE	27	02S	36E	Bingham	Ground Water	27-7549

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	36E	26									6.3	3.1							9.4
02S	36E	27				3.8									39	38	40	35	155.8
02S	36E	34	23	39	32	30													124
Total Acres (for irrigation use)																			289.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. 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:

Well and pump into center pivots.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Lands will be irrigated with surface water from the Idaho Irrigation District.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Voided Permit No. 27-7549 (currently being challenged).

- g. 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 leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Attachment No. 2a Water Right Ownership Documentation

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

5/19/2017

WATER RIGHT NO. 27-7003

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRYCE J FIELDING
Current Owner	MARY W FIELDING
	720 N 1100 E
	SHELLEY, ID 83274
	(208)357-3075
Original Owner	ARVEL W FIELDING
	1115 E 1200 N
	SHELLEY, ID 83274
	(208)357-7255

Priority Date: 03/19/1968

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/01	11/30	5.24 CFS	1015 AFA
STOCKWATER	9/15	12/15	0.09 CFS	1.4 AFA
Total Diversion			5.24 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENENE|Sec. 34|Township 02S|Range 36E|BINGHAM County

IRRIGATION Use:

Acre Limit: 271.8

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STOCKWATER Use:

Number of stock: 1

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02S	36E	26		NESW	28		NWSW	10		SWSW	26		SESW	40
			2	NWSE	5.2		SWSE	14.5						
		34		NENE	0.1		SENE	8.3						
				NESE	28.5									
		35		NWNE	0.6									
				NENW	30.2		NWNW	31.1	3	SWNW	40		SENW	30.3
			4	NESW	0.3		NWSW	21						

Place of Use Legal Description: STOCKWATER BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
02S	36E	26		NESW			NWSW			SWSW			SESW	
			2	NWSE			SWSE							
		34		NENE			SENE							
				NESE										
		35		NWNE										
				NENW			NWNW		3	SWNW			SENW	
			4	NESW			NWSW							

Total Acres: 314.1

Conditions of Approval:

1. X35 Rights 27-13B and 27-7003 when combined shall not exceed the irrigation of 314.1 acres. This right is limited to the irrigation of a specific 271.8 acres within the 314.1 acre place of use authorized by this right in a single irrigation season. The specific 271.8 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the Department. Before changing the 271.8 acres to be irrigated within the 314.1 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.
2. 206 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
3. R05 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
4. R02 Prior to the diversion and use of water under Transfer approval 80593, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with
5. 214

- Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. 213 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
7. R64 This right does not grant any right-of-way or easement across the land of another.
8. 004 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. T07 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. T08 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
11. T19

Dates:

Licensed Date:

Decreed Date: 11/16/2006

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector: AND/OR

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Attachment No. 3
Documentation of Authority -
Applicant NOT Water Right
Owner

Exhibit 2—CONSENT

May 22, 2017

To: Idaho Department of Water Resources
From: Bryce Fielding and Mary Fielding
Subject: Transfer of Water Right No. 27-7003.

We and Tanner Lane Ranch LLLP have entered into a written lease agreement for Water Right NO. 27-7003 to be used by Tanner Lane Ranch LLLP at its place of use while it pursues a challenge to the voiding of a water right permit. We consent to Tanner Lane Ranch LLLP's application for transfer to move Water Right No. 27-7003 for use on its property. The transfer will not result in the transfer of title to Water Right No. 27-7003. We will retain ownership of this water right.

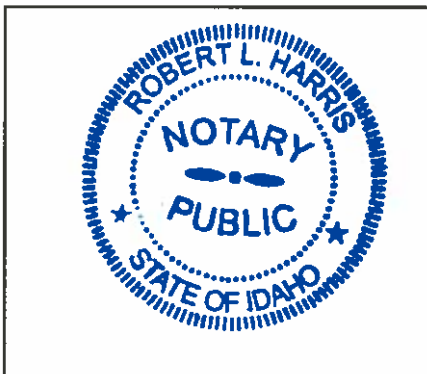
Bryce J. Fielding
Bryce Fielding

Mary Fielding
Mary Fielding

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 22nd day of May, 2017, before me, a Notary Public for said County and State, personally appeared Bryce Fielding and Mary Fielding, 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.



Robert L. Harris
Notary Public
Residing at Ammon, ID
My commission expires 11/18/2022

Attachment No. 4

Power of Attorney

Attorney Roster Search - Individual Attorney (as of 5/12/17)

Robert Lynn Harris

Address: PO Box 50130

Idaho Falls, ID 83405

Firm: Holden, Kidwell, Hahn & Crapo, PLLC

Phone: (208) 523-0620

Phone Ext:

Fax: (208) 523-9518

Email Address: rharris@holdenlegal.com

Website Address: www.holdenlegal.com

ISB Membership Number: 7018

Admittance Date: 09/30/2004

Status: Active

Address Change Form

The information above is based on the Idaho State Bar records as of the date of the online [Address Change Form](#) or send an email to the [Licensing Department](#) if the attorney's information is incorrect. Questions on attorney status and good standing can be called at 334-4500.

Current Status Definitions

Contact the [Bar Counsel's Office](#) at (208) 334-4500 to request a disciplinary hearing.

Information on former members of the Idaho State Bar is limited to names going back to approximately 1994. Records on former members from before 1994 are in the [Archives Department](#) for more information on former members.

P.O. Box 895 Boise Idaho 83701 ph:(208) 334-4500 fax:(208) 334-4515

[Idaho State Bar](#) | [Idaho Law Foundation](#) | [Idaho.gov](#) | [Site Map](#) | [Contact Us](#) | [f](#) [in](#) [t](#)

Attachment No. 5

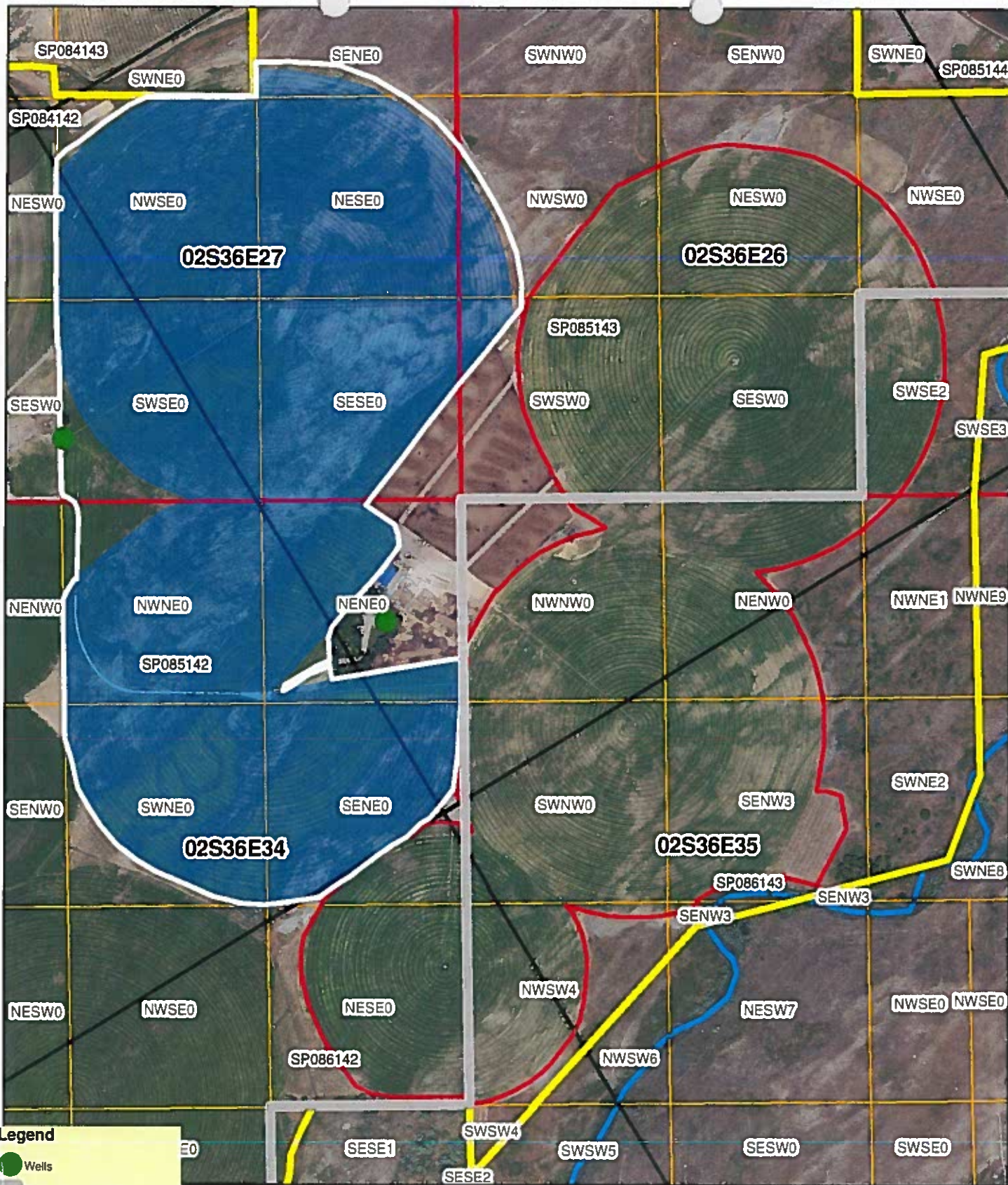
ESPA Analysis and Mitigation Plan

ESPA ANALYSIS

Per Transfer Memo No. 24, Part 12 is not necessary to run an ESPA analysis because 27-7003 is being transferred to a point of diversion in a model grid cell adjacent to the current point of diversion. The adjacent cells are 85, 143 (from well) and 85, 142 (to well).

Attachment No. 7a

Map



- Legend**
- Wells
 - Blackfoot_Irr_Co_SA
 - New 27-7003 PPOU
 - 27-7003 POU
 - Current 27-7003 PPOU
 - Tanner_Lane_Pship_Boundary
 - Blackfoot River Stretches
 - modelgrid
 - gcdb_sections
 - gcdb_qq

TANNER LANE RANCH LLLP TRANSFER

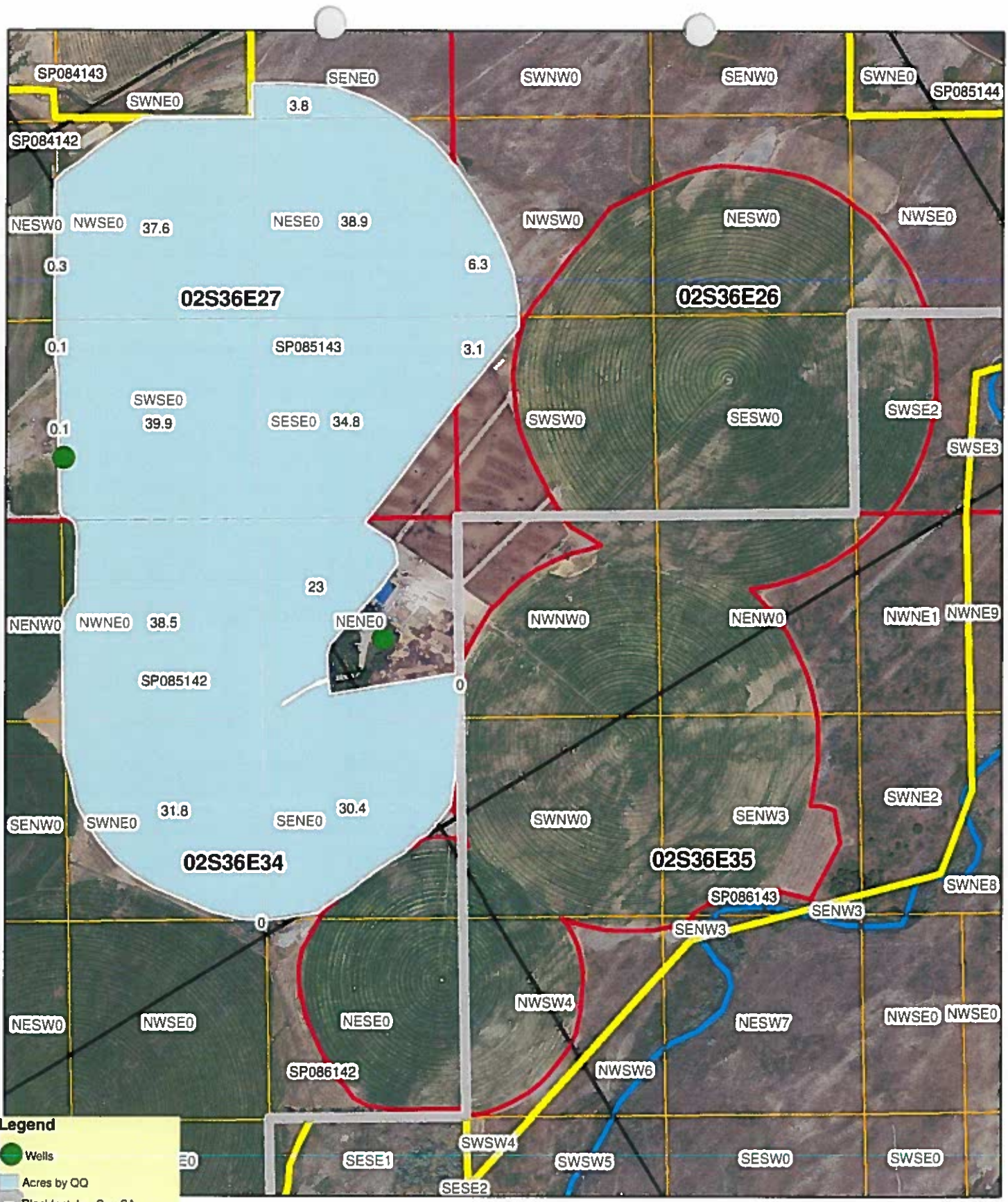
0 0.15 0.3 0.6 Miles

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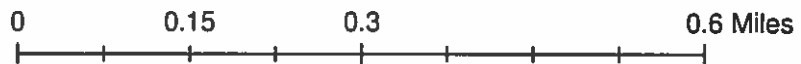


**Attachment No. 7b
Map (GIS shapefile)**

***GIS shapefile will be emailed
to IDWR agent.***



TANNER LANE RANCH LLP TRANSFER



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Attachment No. 10

Other

WATER SHARES LEASE AGREEMENT

THIS WATER SHARE LEASE AGREEMENT (this "Agreement") is made and entered into to be effective as of the 1st day of April, 2017 (the "Effective Date"), by and between Dean Dreher, a single man, whose address is 97 East 200 North, Blackfoot, Idaho 83221 (hereinafter "Lessor"), and Tanner Lane Ranch L.L.P., an Idaho limited liability limited partnership, whose address is P.O. Box 793, Blackfoot, ID 83221 (hereinafter "Lessee"). Lessee and Lessor are individually a "Party" and together the "Parties".

RECITALS:

A. Lessor is the owner of 1,049 shares of stock in the Blackfoot Irrigation Company (the "Company"). One share of stock in the Company provides sufficient water to irrigate one acre of land.

B. Lessor desires to lease 300 shares (the "Shares") to Lessee for use on Lessee's property located within the Company's service area. Lessee's property is located primarily within the SE1/4 of Section 27, Township 2S., Range 36E. Boise Meridian, and the NE1/4 of Section 34 of the same township and range.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. Property Leased. Lessor hereby agrees to lease to Lessee the Shares for the Term described below.
2. Term: The Term of this Agreement shall be from the Effective Date until December 31, 2019.
3. Property Retained. Lessor reserves and retains unto Lessor all remaining other water shares and other water rights owned by Lessor. No land, easements, or other property interests are included in this Agreement.
4. Lease Price. 1
5. Lessor's Representations and Warranties. Lessor hereby represents and warrants to Lessee as of the Effective Date of this Agreement as follows:

(a) Authority. Lessor has the full legal right, power and authority to enter into and perform this Agreement.

(b) No Representation or Warranty Concerning Suitability for Lessee's Intended Use. Lessor has not made, and hereby makes, no representation or warranty to Lessee except as expressly contained in this Agreement.

6. Lessee's Representations and Warranties. Lessee hereby represents and warrants to Lessor as of the Effective Date of this Agreement as follows:

(a) Authority. Lessee has the legal power, right and authority to enter into this Agreement and to perform Lessee's obligations hereunder.

7. Miscellaneous.

(a) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Shares. Neither Lessee nor Lessor shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(b) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(c) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(d) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(e) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(g) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(h) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

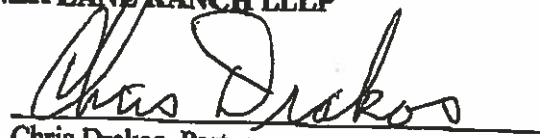
"LESSOR"


Dean Dreher

"LESSEE"

TANNER LANE RANCH LLLP

By:


Chris Drakos, Partner

WATER SHARES LEASE AGREEMENT - 3

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