

Receipt# E042999
for \$ 160.00
Rev 0115

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 08 2017

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Jay and DeAnn Jensen Phone 208 390 2093
Mailing address 3320 West 2800 North Moore ID 83255 Email jensen@netzero.net

- ☐ 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 _____ Phone _____
Mailing address _____ Email _____

- ☐ 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.

Jay V. Jensen
Signature of Applicant or Authorized Representative

Jay V. Jensen
Print Name and Title if applicable

5/5/17
Date

DeAnn Jensen
Signature of Applicant or Authorized Representative

DeAnn Jensen
Print Name and Title if applicable

5/5/17
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.

I am moving my water to a well closer to my place of use to avoid conveyance losses. A run of the ESPAM2 model did not predict an effect of >10% of historical impact on any modeled reaches of the ESPA

8/6/11
AMENDED

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:

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

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:

- 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:

New POD: 34-7233, 34-2386; Pre-Transfer POD: 34-2357B; Place of Use: 34-7116, 34-852C

- 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:

We have pumped the full volume of our water right to help offset the high conveyance loss in our canal system. Which enables us to have adequate water at the place of use.

**IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report**

4/14/2017

Water Right 34-7055

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DE ANN N JENSEN 3320 W 2800 N MOORE, ID 83255 (208)554-2093
Current Owner	UNITED STATES OF AMERICA ACTING THROUGH USDA FARM SERVICE AGENCY 9173 W BARNES STE B BOISE, ID 83709-1555 (208)378-5650
Current Owner	JAY V JENSEN 3320 W 2800 N MOORE, ID 83255 (208)554-2093

Priority Date: 12/20/1973

Basis: Decreed

Status: Active

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION

From

4/01

To

11/01

Diversion Rate

4.800 CFS

Volume

Total Diversion

4.800 CFS

Source and Point(s) of Diversion

GROUND WATER	NWNWNW	Sec. 26, Twp 04N, Rge 26E, BUTTE County(R)
GROUND WATER	SWSWSW	Sec. 27, Twp 05N, Rge 26E, BUTTE County
GROUND WATER	NWNWNW	Sec. 26, Twp 04N, Rge 26E, BUTTE County(I)

Place Of Use

IRRIGATION within BUTTE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	26E	13									40.0	39.0	33.0	39.0			40.0		191.0
03N	26E	24					39.0	38.0	39.0										116.0

Right Acre Limit: 240.0

POU Total Acres: 307.0

Conditions of Approval:

1. POINT OF INJECTION INTO AND POINT OF REDIVERSION FROM BIG LOST RIVER.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/14/2017

2. USE OF THIS RIGHT WITH RIGHT NO. 34-10923 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 4.80 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1074.5 AF.
3. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 240 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 307 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 34-10923, 34-00852C AND 34-07116.
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
5. RIGHT NO. 34-10923 IS AN EXPANSION OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
RIGHT NO. 34-10923 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.
WATER IS DELIVERED THROUGH ISLAND DITCH AND MUNSEY DITCH.
THE AMOUNT OF WATER DIVERTED FROM THE BIG LOST RIVER SHALL BE REDUCED WHEN NECESSARY TO PREVENT INJURY TO APPROPRIATORS DOWNSTREAM FROM THE POINT OF REDIVERSION.
A MEASURING DEVICE AND LOCKABLE CONTROLLING WORKS OF A TYPE ACCEPTABLE TO IDWR SHALL BE PERMANENTLY INSTALLED AND MAINTAINED AS A PART OF THE DIVERTING WORKS.
6. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
4.800	1,074.5	
34-10923 ,34-7055		
<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		307.0
34-10923 ,34-7116 ,34-7055 ,34-852C		

SubCase:

N/A

Water Supply Bank:

N/A

4/14/2017

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAY V JENSEN 3320 W 2800 N MOORE, ID 83255 (208)554-2093

816114

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/14/2017

5. ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE. RIGHT NO. 34-07055 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.
THE AMOUNT OF WATER REDIVERTED FROM BIG LOST RIVER SHALL BE REDUCED WHEN NECESSARY TO PREVENT INJURY TO APPROPRIATORS OF WATER DOWNSTREAM FROM THE POINT OF REDIVERSION.
6. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
7. K02 THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 34-07055 PURSUANT TO SECTION 42-1426, IDAHO CODE.

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
4.800	1,074.5	
34-10923 ,34-7055		
<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		307.0
34-10923 ,34-7116 ,34-7055 ,34-852C		

SubCase:

N/A

Water Supply Bank:

N/A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it Attachment #7a.
- ☐ 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. Label it Attachment #7b.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it Attachment #8a.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it Attachment #8b.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

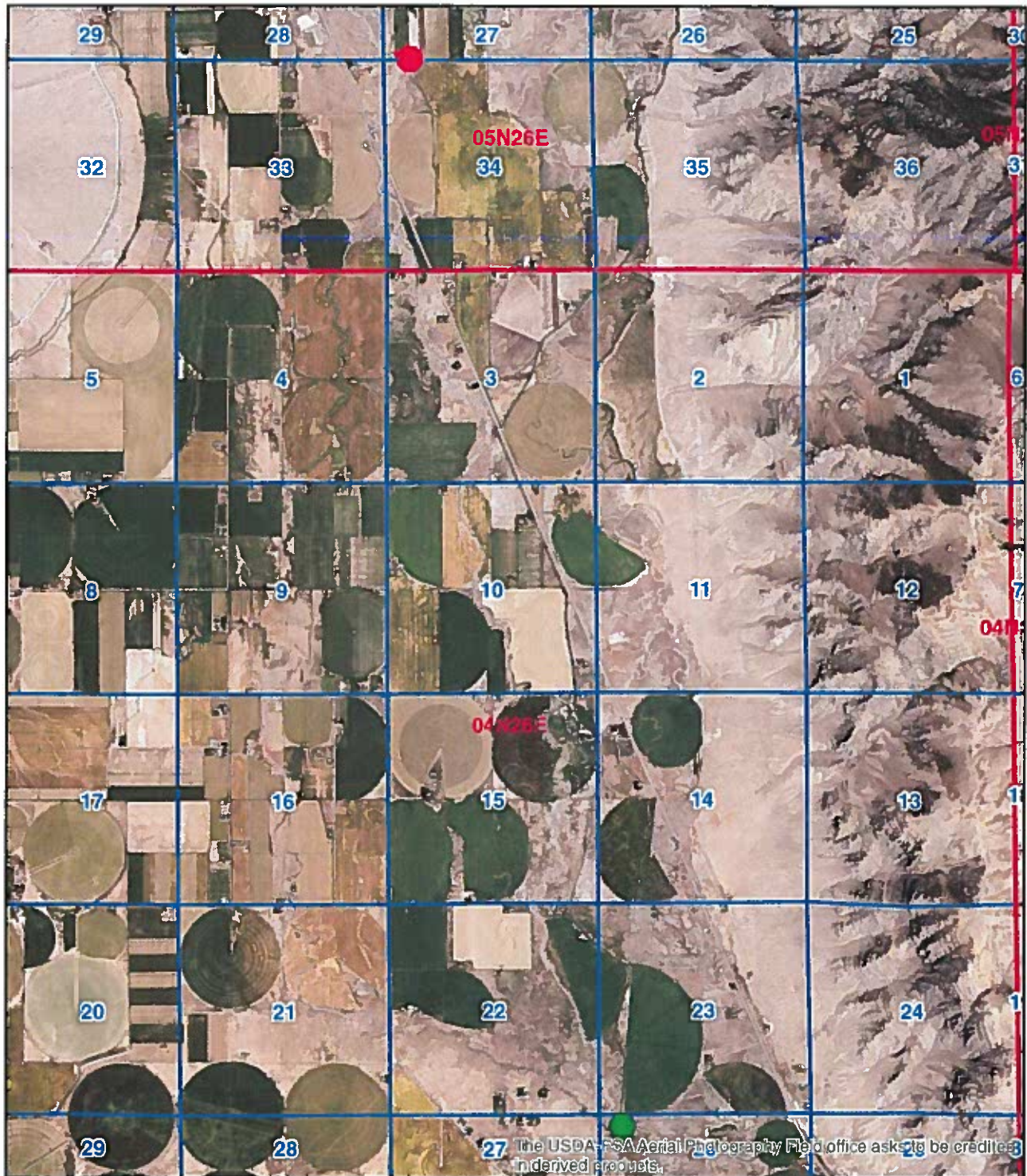
FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by SC Date 4/21/17 Preliminary check by _____ Date _____
 Fee paid \$60.00 Date 4/21/17 Received by SC Receipt # 8042949
 Add'l fee paid \$160 Date 5/18/17 Received by SC Receipt # E042999

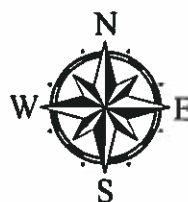
Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Jensen Point of Diversion Transfer



Legend

- Pre-Transfer_POD
- Post-Transfer_POD
- Township/Range
- Sections



0 0.75 1.5 3 Miles

ENHANCED GROUND-WATER RIGHTS TRANSFER SPREADSHEET

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF WATER

Cells this color are set up for user entries

ENTER STARTING DATE FOR

SIMULATION. THEN PUSH

"UPDATE DATES" BUTTON

TRANSFER NO:

Unassigned

YEAR

1973

TRANSFER NAME:

SEASON

WINTER

Jenson

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	30	26		
COLUMN	110	112		

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
WIN 1973	0	138	138	0	0	0	0
SPR 1974	0	138	138	0	0	0	0
SUM 1974	0	138	138	0	0	0	0
WIN 1974	0	138	138	0	0	0	0
SPR 1975	0	138	138	0	0	0	0
SUM 1975	0	138	138	0	0	0	0
WIN 1975	0	138	138	0	0	0	0
SPR 1976	0	138	138	0	0	0	0
SUM 1976	0	138	138	0	0	0	0
WIN 1976	0	138	138	0	0	0	0
SPR 1977	0	138	138	0	0	0	0
SUM 1977	0	138	138	0	0	0	0
WIN 1977	0	138	138	0	0	0	0
SPR 1978	0	138	138	0	0	0	0
SUM 1978	0	138	138	0	0	0	0
WIN 1978	0	138	138	0	0	0	0
SPR 1979	0	138	138	0	0	0	0
SUM 1979	0	138	138	0	0	0	0
WIN 1979	0	138	138	0	0	0	0
SPR 1980	0	138	138	0	0	0	0

Entering Dates

Enter the starting year and season of the analysis period. (Spring

Summer is Jul, Aug, Sep and Oct)

Once you have entered the starting date

The date only needs to be updated once

Modifying the date does not automatically

Entering Well Locations

Enter the row and column location for

the 'TO' well. Enter the row and column

location for the 'FROM1' well. Enter the

row and column location for the 'FROM2'

well. If the 'FROM2' well is not to be used

If the 'FROM3' well is not to be used

The 'FROM3' well cannot be used if the

Running the Model

Once the model cells have been set up

the 'RUN MODEL' button to generate the

model output. The model needs to be re-run

if the location of the wells has been

changed. This prepares the model for

the next simulation. This prepares the

model for the next simulation. This

prepares the model for the next

simulation. This prepares the model

for the next simulation. This

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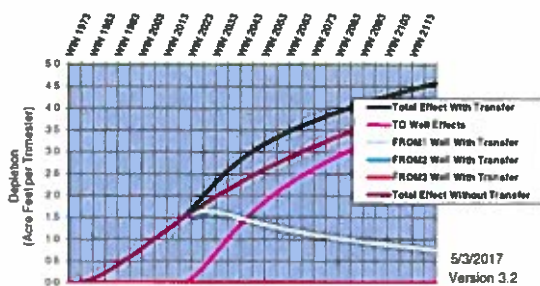
simulation. This prepares the model

for the next simulation. This

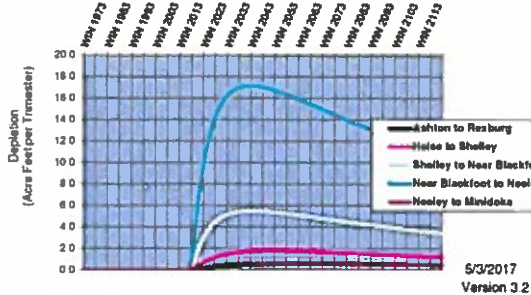
SUM 1980	0	138	138	0	0	0	0	0	0	With Transfer' water use shou
WIN 1980	0	138	138	0	0	0	0	0	0	should cease or be reduced at
SPR 1981	0	138	138	0	0	0	0	0	0	
SUM 1981	0	138	138	0	0	0	0	0	0	Entering 'FROM' Well 'Without
WIN 1981	0	138	138	0	0	0	0	0	0	The 'Without Transfer' Use for
SPR 1982	0	138	138	0	0	0	0	0	0	The projected use should refle
SUM 1982	0	138	138	0	0	0	0	0	0	Enter the 'Without Transfer' wa
WIN 1982	0	138	138	0	0	0	0	0	0	for the second 'FROM' well in C
SPR 1983	0	138	138	0	0	0	0	0	0	Prior to the expected date of tra
SUM 1983	0	138	138	0	0	0	0	0	0	
WIN 1983	0	138	138	0	0	0	0	0	0	If only one 'FROM' well is to be
SPR 1984	0	138	138	0	0	0	0	0	0	If only two 'FROM' wells are be
SUM 1984	0	138	138	0	0	0	0	0	0	Projected water use in the 'TO'
WIN 1984	0	138	138	0	0	0	0	0	0	effect to the river reaches caus
SPR 1985	0	138	138	0	0	0	0	0	0	
SUM 1985	0	138	138	0	0	0	0	0	0	Calculating Effect of the Transf
WIN 1985	0	138	138	0	0	0	0	0	0	After all of the above steps hav
SPR 1986	0	138	138	0	0	0	0	0	0	of the eleven hydraulically conr
SUM 1986	0	138	138	0	0	0	0	0	0	CALCULATE EFFECTS' butto
WIN 1986	0	138	138	0	0	0	0	0	0	the model runs) times the wate
SPR 1987	0	138	138	0	0	0	0	0	0	After the multiplication has bee
SUM 1987	0	138	138	0	0	0	0	0	0	worksheet. Here one graph is
WIN 1987	0	138	138	0	0	0	0	0	0	illustrates the net effects on all
SPR 1988	0	138	138	0	0	0	0	0	0	EFFECTS worksheet. See the
SUM 1988	0	138	138	0	0	0	0	0	0	
WIN 1988	0	138	138	0	0	0	0	0	0	
SPR 1989	0	138	138	0	0	0	0	0	0	
SUM 1989	0	138	138	0	0	0	0	0	0	
WIN 1989	0	138	138	0	0	0	0	0	0	
SPR 1990	0	138	138	0	0	0	0	0	0	
SUM 1990	0	138	138	0	0	0	0	0	0	
WIN 1990	0	138	138	0	0	0	0	0	0	
SPR 1991	0	138	138	0	0	0	0	0	0	
SUM 1991	0	138	138	0	0	0	0	0	0	
WIN 1991	0	138	138	0	0	0	0	0	0	
SPR 1992	0	138	138	0	0	0	0	0	0	
SUM 1992	0	138	138	0	0	0	0	0	0	
WIN 1992	0	138	138	0	0	0	0	0	0	
SPR 1993	0	138	138	0	0	0	0	0	0	
SUM 1993	0	138	138	0	0	0	0	0	0	
WIN 1993	0	138	138	0	0	0	0	0	0	
SPR 1994	0	176	176	0	0	0	0	0	0	
SUM 1994	0	176	176	0	0	0	0	0	0	
WIN 1994	0	176	176	0	0	0	0	0	0	
SPR 1995	0	176	176	0	0	0	0	0	0	
SUM 1995	0	176	176	0	0	0	0	0	0	

SUM 2012	0	176	176	0	0	0	0
WIN 2012	0	176	176	0	0	0	0
SPR 2013	0	176	176	0	0	0	0
SUM 2013	0	176	176	0	0	0	0
WIN 2013	0	176	176	0	0	0	0
SPR 2014	0	176	176	0	0	0	0
SUM 2014	0	176	176	0	0	0	0
WIN 2014	0	176	176	0	0	0	0
SPR 2015	0	176	176	0	0	0	0
SUM 2015	0	176	176	0	0	0	0
WIN 2015	0	176	176	0	0	0	0
SPR 2016	0	176	176	0	0	0	0
SUM 2016	0	176	176	0	0	0	0
WIN 2016	0	176	176	0	0	0	0
SPR 2017	0	176	176	0	0	0	0
SUM 2017	176	0	176	0	0	0	0
WIN 2017	176	0	176	0	0	0	0
SPR 2018	176	0	176	0	0	0	0
SUM 2018	176	0	176	0	0	0	0
WIN 2018	176	0	176	0	0	0	0
SPR 2019	176	0	176	0	0	0	0
SUM 2019	176	0	176	0	0	0	0
WIN 2019	176	0	176	0	0	0	0
SPR 2020	176	0	176	0	0	0	0
SUM 2020	176	0	176	0	0	0	0
WIN 2020	176	0	176	0	0	0	0
SPR 2021	176	0	176	0	0	0	0
SUM 2021	176	0	176	0	0	0	0
WIN 2021	176	0	176	0	0	0	0
SPR 2022	176	0	176	0	0	0	0
SUM 2022	176	0	176	0	0	0	0
WIN 2022	176	0	176	0	0	0	0
SPR 2023	176	0	176	0	0	0	0
SUM 2023	176	0	176	0	0	0	0
WIN 2023	176	0	176	0	0	0	0
SPR 2024	176	0	176	0	0	0	0
SUM 2024	176	0	176	0	0	0	0
WIN 2024	176	0	176	0	0	0	0
SPR 2025	176	0	176	0	0	0	0
SUM 2025	176	0	176	0	0	0	0
WIN 2025	176	0	176	0	0	0	0
SPR 2026	176	0	176	0	0	0	0
SUM 2026	176	0	176	0	0	0	0
WIN 2026	176	0	176	0	0	0	0
SPR 2027	176	0	176	0	0	0	0
SUM 2027	176	0	176	0	0	0	0
WIN 2027	176	0	176	0	0	0	0
SPR 2028	176	0	176	0	0	0	0
SUM 2028	176	0	176	0	0	0	0
WIN 2028	176	0	176	0	0	0	0

Hydrologic Response--Ashton to Rexburg
Customer Name: Jensen Transfer No: 81611



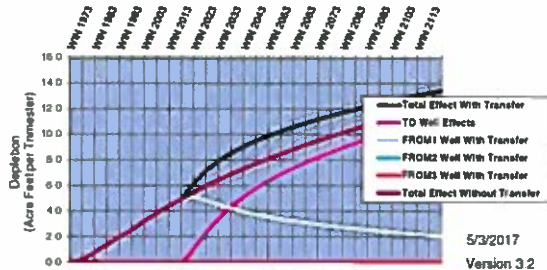
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



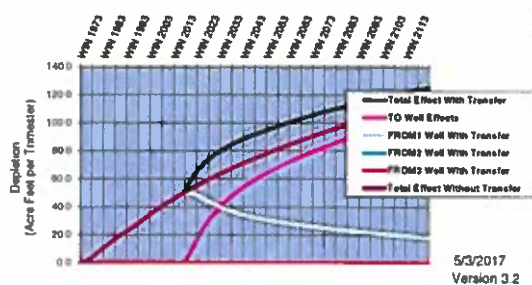
Customer Name: Jensen

Transfer No: 81611

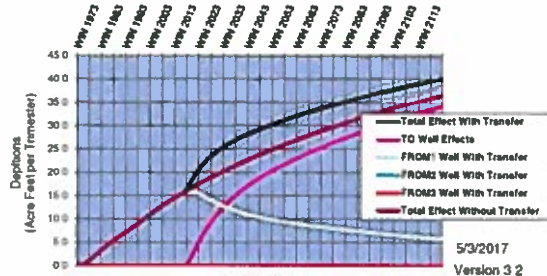
Hydrologic Response--Heise to Shelley
Customer Name: Jensen Transfer No: 81611



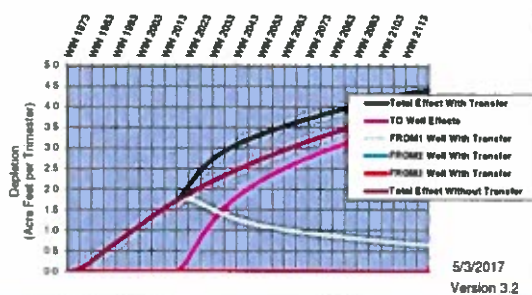
Hydrologic Response--Near Blackfoot to Neeley
Customer Name: Jensen Transfer No: 81611



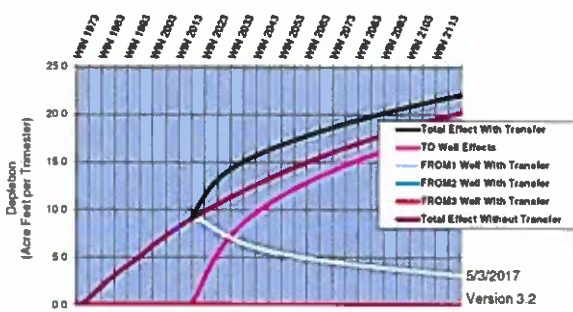
Hydrologic Response--Shelley to Near Blackfoot
Customer Name: Jensen Transfer No: 81611



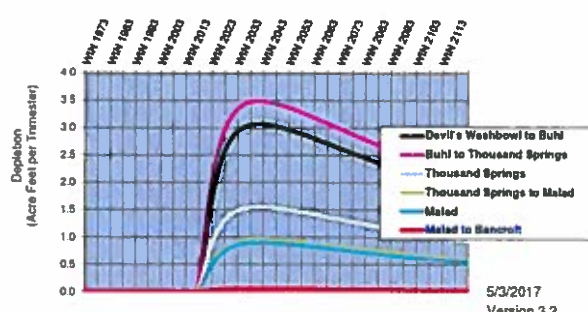
Hydrologic Response--Neeley to Minidoka
Customer Name: Jensen Transfer No: 81611



Hydrologic Response—Devil's Washbowl to Buhl
Customer Name: Jensen Transfer No: 81611



Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)

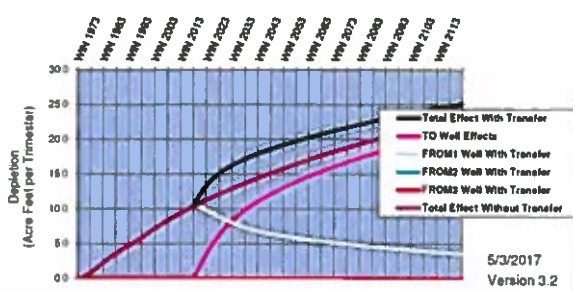


Customer Name: Jensen

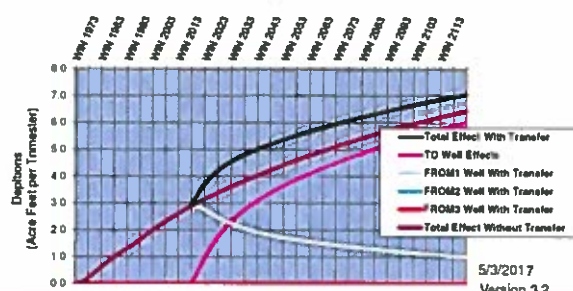
Transfer No: 81611

5/3/2017
Version 3.2

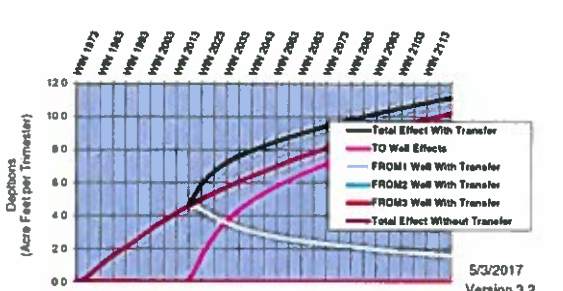
Hydrologic Response—Buhl to Thousand Springs
Customer Name: Jensen Transfer No: 81611



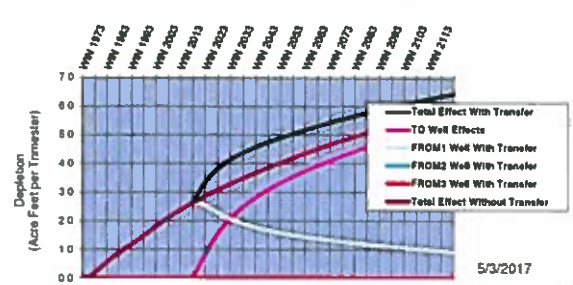
Hydrologic Response—Thousand Springs to Malad
Customer Name: Jensen Transfer No: 81611



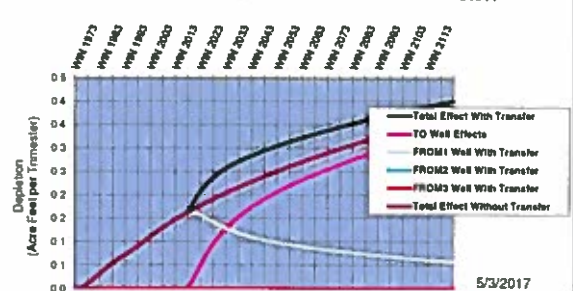
Hydrologic Response—Thousand Springs
Customer Name: Jensen Transfer No: 81611



Hydrologic Response—Malad
Customer Name: Jensen Transfer No: 81611



Hydrologic Response—Malad to Bancroft
Customer Name: Jensen Transfer No: 81611



One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer 1: Proposed Steady State Impacts following Transfer							
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP068066
Transfer 1: Worst Case Transient State Impacts following Transfer							
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6 91.9	SP068066

Impact by Reach (AF/Annum)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickit	Nr Bickit To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
4.13	12.24	36.59	114.60	4.04	20.21	23.01	10.21	6.44	5.89	0.37
4.57	13.43	39.97	125.16	4.42	22.05	25.10	11.14	7.03	6.43	0.40
4.13	12.24	36.59	114.60	4.04	20.21	23.01	10.21	6.44	5.89	0.37
4.57	13.43	39.97	125.16	4.42	22.05	25.10	11.14	7.03	6.43	0.40

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	10.6%	9.7%	9.3%	9.2%	9.4%	9.1%	9.1%	9.1%	9.1%	9.1%	9.2%
Mitigation Check 2 - > 6 AF/A:	0.4	1.2	3.4	10.6	0.4	1.8	2.1	0.9	0.6	0.5	0.0
Mitigation Check 3 - >10% of Total:	1.8%	5.2%	15.4%	48.2%	1.7%	8.5%	9.7%	4.3%	2.7%	2.5%	0.2%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.4	1.2	3.4	10.6	0.4	1.8	2.1	0.9	0.6	0.5	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	10.6%	9.7%	9.3%	9.2%	9.4%	9.1%	9.1%	9.1%	9.1%	9.1%	9.2%
Mitigation Check 2 - > 6 AF/A:	0.4	1.2	3.4	10.6	0.4	1.8	2.1	0.9	0.6	0.5	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.4	1.2	3.4	10.6	0.4	1.8	2.1	0.9	0.6	0.5	0.0

Read Me

Not Used

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer: Proposed Steady State Impacts following Transfer							
Transfer 1: Worst Case Transient State Impacts following Transfer							
0	0	0	0	1/0/1900	0	0.0 0	0
0	0	0	0	1/0/1900	0	0.0 0	0

Impact by Reach (AF/Annum)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickit	Nr Bickit To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 6 AF/A:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 6 AF/A:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Not Used

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
Transfer: Proposed Steady State Impacts following Transfer							
35-12915	0.41	110.9	27.7	10/31/1988	0	110.9 37.0	SP053158
35-12915	0.41	110.9	27.7	10/31/1988	0	110.9 37.0	SP081159
Transfer: Worst Case Transient State Impacts following Transfer							
35-12915	0.41	110.9	27.7	10/31/1988	0	110.9 37.0	SP053158
35-12915	0.41	110.9	27.7	10/31/1988	0	110.9 37.0	SP081159

Impact by Reach (AF/Annum)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickit	Nr Bickit To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 6 AF/A:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mitigation Check 2 - > 6 AF/A:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

81611

MAR 23 2015

WATER RIGHT, WELL, & EASEMENT AGREEMENT

A.M. 1:00 P.M.

BENNET COUNTY RECORDER
Kim Hammett

THIS WATER RIGHT, WELL, & EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of September, 2014 (the "Effective Date"), by and between MARILYN MOWREY LAMBERT, whose address is 2524 N. 3300 W., Arco, Idaho 83213 (hereinafter "Lambert"), and JAY AND DEANN JENSEN, husband and wife, whose address is 3320 W. 2800 N., Moore, Idaho 83255 (hereinafter "Jensens"). Lambert and Jensens are individually a "Party" and together the "Parties".

RECITALS:

A. Lambert is the owner of certain real property located approximately two and half (2.5) miles northwest of Arco, Idaho (the "Lambert Property").

B. Water Right Nos. 34-2386 and 34-7233, both ground water rights, (the "Water Rights") are appurtenant to the Lambert Property. The Water Rights were decreed on December 14, 2001 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho. The Water Rights are more fully described in the reports obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as Exhibit 1.

C. A well located in the NW1/4NW1/4NW1/4, of Sec. 26, 04N, 26E serves as the authorized point of diversion for the Water Rights. Another well located in the SE1/4NW1/4NW1/4, of Sec. 26, 04N, 26E serves as an additional authorized point of diversion for Water Right No. 34-7233.

D. The wells described in paragraph C above (the "Wells") have fallen into a state of disrepair and as a result, are unable to produce the water necessary for the Water Rights. Lambert has no desire to replace the Wells or to utilize the Water Rights. Instead, Lambert desires to obtain additional surface water for the irrigation of the Lambert Property.

E. Jensens farm land to the north and south of the Lambert Property for which they desire to obtain additional ground water rights.

F. Jensens are entitled to ten thousand (10,000) inches¹ of storage water from Mackay Reservoir through their membership in the Big Lost River Irrigation District, each year.

G. Lambert desires to convey the Water Rights to Jensens in exchange for _____ inches of their storage water described above in paragraph F.

¹ This unit of measurement is used locally in the Big Lost River Valley and it is understood that 50 inches of water equals 2 acre-feet of water. Thus, Jensens' 10,000 inches equals 200 acre-feet of water at the reservoir. After water is released from the Mackay reservoir there are conveyance losses in the system resulting in the loss of sometimes significant amounts of water before it reaches the field headgate. As a result, 10,000 inches of water in the reservoir does not equal 10,000 inches of water at the field. Furthermore, the availability of all 10,000 inches is dependent on water supplies each year, and it is understood that in dry years, not all 10,000 inches of water will be available. For example, if the reservoir only fills to 80% of capacity, Jensens are entitled to 80% of 10,000 inches, or 8,000 inches.

H. Jensens desire to drill a new well (the "Replacement Well") to replace the Wells in order to pump the Water Rights for delivery to their farm ground.

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

AGREEMENTS:

1. First Contingency (Replacement Well Construction).

(a) This Agreement is contingent upon development of a successful Replacement Well. Lambert hereby consents to allow Jensens to construct the Replacement Well on the Lambert Property, at Jensens' sole cost and expense, and to provide access to the Lambert Property for purposes of constructing the Replacement Well.

(b) In the event that the Replacement Well is not successful, the determination of which shall be made by Jensens in their sole discretion, this Agreement shall be null and void and neither party will be under any further obligations to perform under this Agreement. In the event the Replacement Well is not successful, Jensens will not be entitled to any reimbursement of costs to drill the Replacement Well from Lambert.

(c) Upon a determination by the Jensens that the Replacement Well is successful, Lambert agrees to grant a perpetual easement (the "Easement") granting all necessary access to the Replacement Well to the Jensens. Furthermore, Lambert agrees to execute an easement document substantially in the form attached to this Agreement as **Exhibit 2** to convey the Easement to the Jensens.

(d) The Parties agree that nothing in this agreement shall be construed to give Lambert any interest, ownership or otherwise, in the Replacement Well. Furthermore, the parties agree that performance under these paragraphs is not subject to Paragraph 2 below.

2. Second Contingency (Amendment of Water Rights Through Transfer).

(a) Satisfactory Transfer Approval Contingency. Upon a determination by the Jensens that the Replacement Well is successful, Jensens shall file an application for transfer of a water right under Idaho law ("Application for Transfer" or "Transfer") of the Water Rights with the Department amending the Water Rights to be authorized to irrigate Jensens' farm or other property of Jensens' choosing. Because of the uncertainty associated with possibility of protest of the Transfer or other conditions that may be imposed by the Department through the Transfer (including a determination of forfeiture of some or all of the Water Rights), the Parties expressly acknowledge and agree that further performance under this Agreement (except for Paragraph 1 above) is also fully contingent upon the approval of the Application for Transfer by the Department in a manner satisfactory to the Jensens, unless such contingency is waived by the Jensens.

(b) Transfer Application Submission to the Department. Lambert and Jensens agree to cooperate in obtaining Department approval of the Transfer. Jensens shall be responsible for the costs associated with the Transfer, including all consultant fees for

preparation of the Transfer application and calculation of mitigation, as well as the costs of filing and prosecuting and defending the Transfer application, including all attorney fees, in the event the Transfer is protested and the subsequent administrative process associated with such protest(s). The Parties shall use best efforts to obtain timely Transfer approval.

3. Conveyance of the Water Rights and Assignment of Storage Water. If the Transfer described in Paragraph 2 is approved in a manner satisfactory to Jensens, then the Parties will proceed to close this transaction with the conveyance of the following:

(a) Water Rights to Jensens: Lambert shall convey the Water Rights to the Jensens. Lambert agrees to execute a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as Exhibit 3 to convey the Water Rights to the Jensens.

(b) Assignment of Storage Water to Lambert. In exchange for the Deed and the Easement, Jensens agree to convey _____ inches of their storage water described above in paragraph F to Lambert by executing a document substantially in the form attached to this Agreement as Exhibit 4.

4. Lambert's Representations and Warranties. Lambert hereby represents and warrants to Jensens, as of the effective date of this Agreement as follows:

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

(b) Conveyance. Provided that the contingencies in Paragraph 3 are satisfied, Lambert shall then convey the Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right records contained in Exhibit 1 and in the Transfer approved by the Department.

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

5. Jensens' Representations and Warranties. Jensens hereby represent and warrant to Lambert as of the effective date of this Agreement as follows:

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

(b) Jensens' Due Diligence. Jensens and Jensens' consultants and counsel have had a full opportunity to review all documents, records and other information made available to Jensens by Lambert and/or otherwise reasonably available to Jensens through public or other sources, related to the nature and extent of the Water Rights, the laws and rules affecting their transfer and use by Jensens, and the suitability or fitness of the Water Right for Jensens' intended purposes.

6. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Lambert

Marilyn Mowrey Lambert
2524 N. 3300 W.
Arco, ID 83213
(208) 604-1480

Jensens

Jay and DeAnn Jensen
3320 W. 2800 N.
Moore, ID 83255
(208) 390-2093

Jensens' Representative

Luke H. Marchant
Holden, Kidwell, Hahn & Crapo,
P.L.L.C.
P.O. Box 50130
Idaho Falls, ID 83405
(208) 523-0620

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

(d) 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.

(e) 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.

(f) 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.

(g) Counterparts. This Agreement may be executed in any number of counterparts for 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.

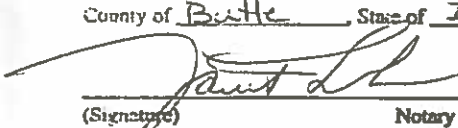
(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) 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.

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

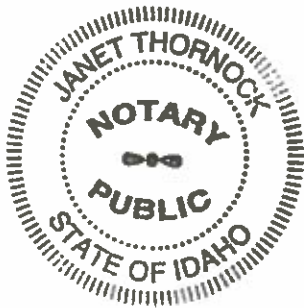
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"LAMBERT"

I am Daniel and sworn to before me in my
office, this 18th day of September
2014, a Notary Public in and for the
County of Battle, State of Idaho

(Signature) Notary Public


Marilyn Mowrey Lambert

My Commission expires 9-16-2020



"JENSENS"


Jay Jensen


DeAnn Jensen

G:\WPDATA\RLH\17425 Jensen, Jay & DeAnn\01 General Water Rights\Agreement_Final.docx

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

RECEIVED
APR 21 2017
Department of Water Resources
Eastern Region

Name of Applicant(s) Jay and De Ann Jensen Phone 208 390 2093
Mailing address 3320 West 2800 North Moore ID 83255 Email jensen@netzero.net

- ☐ 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 _____ Phone _____
Mailing address _____ Email _____

- ☐ 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.

Jay V. Jensen
Signature of Applicant or Authorized Representative

Jay V. Jensen
Print Name and Title if applicable

4-20-17
Date

DeAnn Jensen
Signature of Applicant or Authorized Representative

DeAnn Jensen
Print Name and Title if applicable

Apr. 20, 2017
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.

I am moving my water to a well closer to my place of use to avoid conveyance losses. A run of the ESMAP2 model predicted a maximum reach impact for both Steady State and Transient State of 5.2 AFA on the Nr Blkft to Neeley Reach.

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 ☐ ☒	34-7055	2.36	Irrigation	04/01 to 11/01	Ground Water
☐ ☒	34-10923	0.52	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.36 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 2.36 cubic feet per second and/or _____ 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.

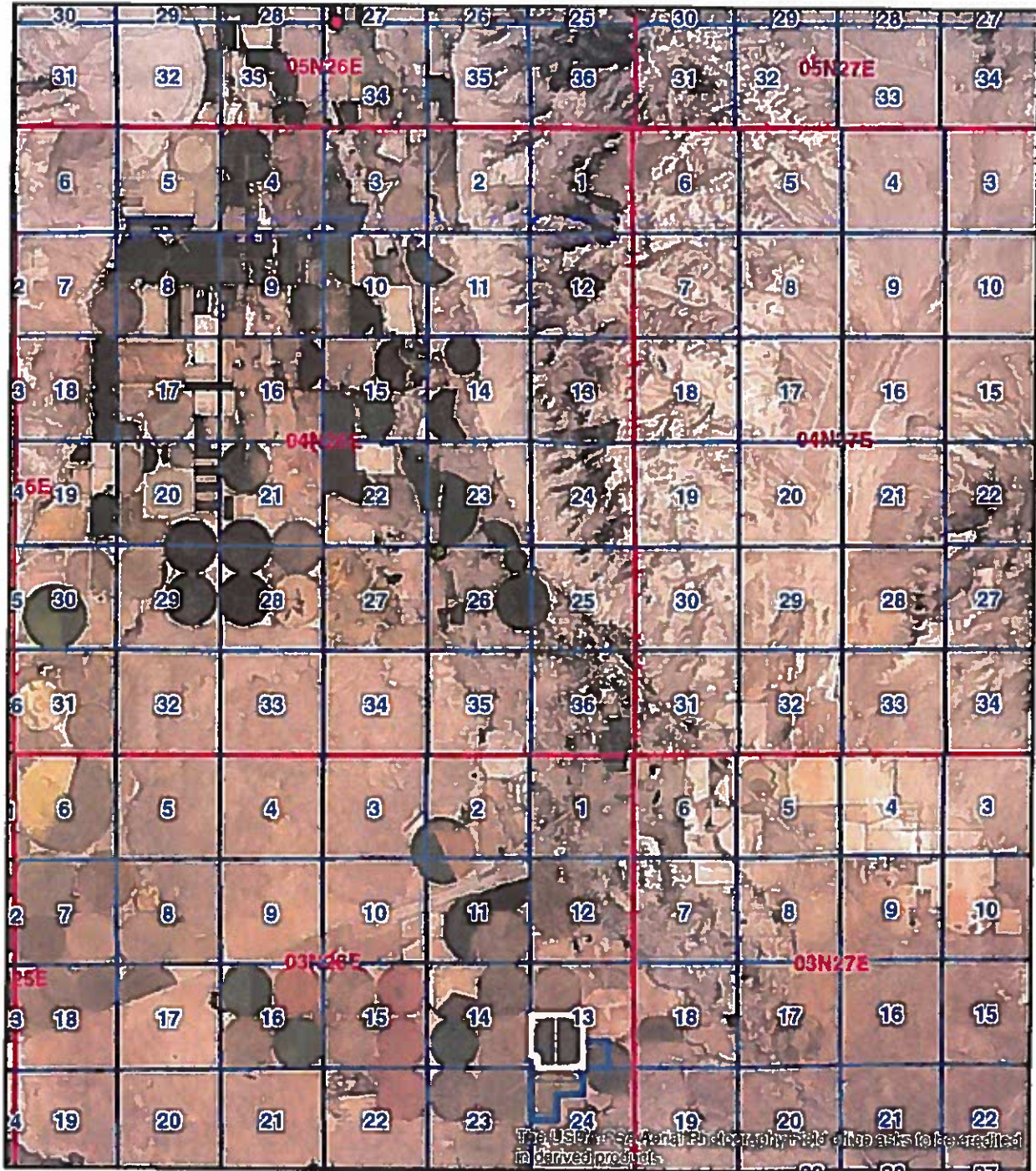
New ?	Lot	%	%	%	Sec	Twp	Rge	County	Source	Local name or tag #
		NW	NW	NW	26	04N	26E	Butte	Ground Water	Lambert Well

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	26E	13					40.0	39.0	33.0	39.0									151.0
Total Acres (for irrigation use)																			151.0

Jay Jenson Point of Diversion Transfer

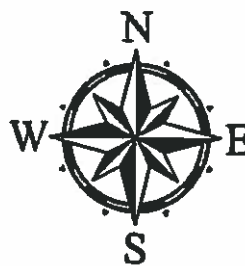


The USGS and Aerial Photography Field Unit are to be credited in derived products.

2015 Imagery
Map by Cooper Fritz

Legend

- Pre-Transfer_POD
- Post-Transfer_POD
- Water Right POU
- Split_POU_Portion
- Township/Range
- Sections



0 1.25 2.5 5 Miles

81611