

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 81268

MINIMUM 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) Mitchell D. Sorensen and Elaine R. Sorensen

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

- | Yes | N/A | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | * Means the item is <u>always required</u> 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 <u>Part 2A</u> report describing each water right in the transfer as currently recorded. |
| ☐ | ☒ | * Complete and attach an Application for Transfer <u>Part 2B</u> for each water right for which <u>only a portion</u> 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. (<u>Fee schedule</u> 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 <u>not</u> 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 (<u>GIS</u>) 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 lease 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 <u>fee schedule</u> . |
| ☐ | ☒ | #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. (<u>Attachment WSB</u>) |
| ☐ | ☒ | #10 Other. Please describe: _____ |

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

Name of Applicant(s) Mitchell D. Sorensen and Elaine R. Sorensen Phone _____
Mailing address 3871 W 2500 N, Moore, ID 83255 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 Luke H. Marchant Phone (208) 523-0620
Mailing address P.O. Box 50130, Idaho Falls, ID 83405 Email lmarchant@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.

 Luke H. Marchant, Attorney 09/28/2016
Signature of Applicant or Authorized Representative Print Name and Title if applicable 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 purpose of this Application for Transfer is to change the point of diversion for Water Right No. 34-2424B. This transfer is necessary because the Applicant does not have authorization from the owner of the well where the point of diversion is currently located to divert his water right from that well. This transfer also proposes to rearrange the place of use of the water right.

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
☒ ☐	34-2424B	2.27 cfs	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.27 cfs and/or 371 acre-feet.

2. Total amount of water proposed to be transferred or changed 2.27 cubic feet per second and/or 371 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 #
Y		NE	NE		05	04N	26E	Butte	Ground Water	
		Because the two points of diversion are in adjacent model grid cells, it is not necessary to do an ESPA analysis as per Transfer Memo #24, Part 12.								

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	
04N	26E	5	32.1	35.2	38.7														106
Total Acres (for irrigation use)																			106

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 closed pipeline system.

- 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:

The place of use is being rearranged to match current irrigation practices. There will be no changes to the land that is actually irrigated.

- 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:

Water Right No. 34-2424A is diverted at the current point of diversion.

- 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:

[Close](#)**IDAHO DEPARTMENT OF WATER RESOURCES**
Water Right Report

9/28/2016

WATER RIGHT NO. 34-2424B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ELAINE R SORENSEN
Current Owner	MITCHELL D SORENSEN
	3871 W 2500 N
	MOORE, ID 83255
	(208)527-3271
Original Owner	LORRAINE TAYLOR
	501 N 400 E
	FIRTH, ID 83236
	(208)785-3439
Original Owner	RICHARD T TAYLOR
	501 N 400 E
	MOORE, ID 83255
Original Owner	DONALD S HYMAS
	3041 N 3350 W
	MOORE, ID 83255
	(208)554-2511
Original Owner	GEORGANNA C HYMAS
	3041 N 3350 W
	MOORE, ID 83255
	(208)554-2511
Security Interest	IDAHO AG CREDIT FLCA
	PO BOX 386
	REXBURG, ID 83440-0386
	(800) 632-8821

Priority Date: 06/13/1961

Basis: Decreed

Status: Active

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

8 1 2 6 8

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	2.27 CFS	371 AFA
Total Diversion			2.27 CFS	

Location of Point(s) of Diversion:

GROUND WATER Rediversion | NWSESE | Sec. 04 | Township 05N | Range 26E | BUTTE County
GROUND WATER | SWSWNW | Sec. 33 | Township 05N | Range 26E | BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE 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>
04N	26E	5	1	NENE	39	2	NWNE	28		SWNE	39			

Total Acres: 106

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 34-10319 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.12 CFS.
WATER DIVERTED UNDER THIS RIGHT IS EXCHANGED BY INJECTING WATER DIVERTED UNDER THIS RIGHT INTO WESTSIDE CANAL, AND DIVERTING AN EQUAL AMOUNT FROM THE BIG LOST RIVER AT THE POINT OF REDIVERSION DESCRIBED ABOVE. WATER MAY BE REDIVERTED FROM THE BIG LOST RIVER ONLY WHEN THERE IS CURRENT DEMAND FOR THE WATER INJECTED INTO THE WESTSIDE CANAL BY WESTSIDE CANAL WATER USERS WITH CURRENTLY DELIVERABLE PRIORITIES BELOW THE POINT OF INJECTION.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-10319 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 116 ACRES IN A SINGLE IRRIGATION SEASON.
3. 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.
4. C18 RIGHT NO. 34-02424A IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE. WATER IS DELIVERED THROUGH MOORE DIVERSION, MOORE CANAL.
- 5.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

8 1 2 6 8

Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal: S
Owner Name Connector:
Water District Number: 34
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 116
Combined Volume Limit:
Combined Rate Limit: 3.12
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

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 right(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:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$ 660.00 Date 3/3/2016 Received by SB Receipt # E041886

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

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

Attachment No. 7a

GIS Maps

8 12 68



- 8 12 68



Prepared by:
Luke H. Marchant
09/28/2016

Attachment No. 7b
GIS Shapefile

**(Will be sent via email upon
request from IDWR)**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
MAR 03 2016

Department of Water Resources
Eastern Region

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) Mitchell D. Sorensen and Elaine R. Sorensen

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 specific location and/or acres to be idled at the new, proposed place of use to satisfy lease 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: _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

Name of Applicant(s) Mitchell D. Sorensen and Elaine R. Sorensen Phone _____

Mailing address 3871 W 2500 N, Moore, ID 83255 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 Luke H. Marchant Phone (208) 523-0620

Mailing address P.O. Box 50130, Idaho Falls, ID 83405 Email lmarchant@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.


Signature of Applicant or Authorized Representative

Luke H. Marchant, Attorney
Print Name and Title if applicable

03/01/2016
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 purpose of this Application for Transfer is to change the point of diversion for Water Right No. 34-2424B. This transfer is necessary because the Applicant does not have authorization from the owner of the well where the point of diversion is currently located to divert his water right from that well.

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 ☒ ☐	34-2424B	2.27 cfs	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 2.27 cfs and/or 371 acre-feet.

2. Total amount of water proposed to be transferred or changed 2.27 cubic feet per second and/or 371 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 #
Y			NE	SE	29	05N	26E	Butte	Ground Water	
		Because the two points of diversion are in adjacent model grid cells, it is not necessary to do an ESPA analysis as per Transfer Memo #24, Part 12.								

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	
Total Acres (for irrigation use)																			

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 close pipeline system. A measuring device and controlling works will be installed as necessary.

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

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

See attached purchase and sale agreement. The applicant is also trying to obtain a formal easement from the Brownes.

- 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:

Water Right No. 34-2424A is diverted at the current point of diversion.

- 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

3/1/2016

WATER RIGHT NO. 34-2424B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ELAINE R SORENSEN
Current Owner	MITCHELL D SORENSEN 3871 W 2500 N MOORE, ID 83255 (208)527-3271
Original Owner	LORRAINE TAYLOR 501 N 400 E FIRTH, ID 83236 (208)785-3439
Original Owner	RICHARD T TAYLOR 501 N 400 E MOORE, ID 83255
Original Owner	DONALD S HYMAS 3041 N 3350 W MOORE, ID 83255 (208)554-2511
Original Owner	GEORGANNA C HYMAS 3041 N 3350 W MOORE, ID 83255 (208)554-2511
Security Interest	IDAHO AG CREDIT FLCA PO BOX 386 REXBURG, ID 83440-0386 (800) 632-8821

Priority Date: 06/13/1961

Basis: Decreed

Status: Active

SourceTributary

8 1 2 6 8

GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	2.27 CFS	371 AFA
Total Diversion			2.27 CFS	

Location of Point(s) of Diversion:

GROUND WATER Rediversion | NWSESE | Sec. 04 | Township 05N | Range 26E | BUTTE County
GROUND WATER | SWSWNW | Sec. 33 | Township 05N | Range 26E | BUTTE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BUTTE 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>
04N	26E	5	1	NENE	39	2	NWNE	28		SWNE	39			

Total Acres: 106

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 34-10319 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.12 CFS.
WATER DIVERTED UNDER THIS RIGHT IS EXCHANGED BY INJECTING WATER DIVERTED UNDER THIS RIGHT INTO WESTSIDE CANAL, AND DIVERTING AN EQUAL AMOUNT FROM THE BIG LOST RIVER AT THE POINT OF REDIVERSION DESCRIBED ABOVE. WATER MAY BE REDIVERTED FROM THE BIG LOST RIVER ONLY WHEN THERE IS CURRENT DEMAND FOR THE WATER INJECTED INTO THE WESTSIDE CANAL BY WESTSIDE CANAL WATER USERS WITH CURRENTLY DELIVERABLE PRIORITIES BELOW THE POINT OF INJECTION.
2. USE OF THIS RIGHT WITH RIGHT NO. 34-10319 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 116 ACRES IN A SINGLE IRRIGATION SEASON.
3. 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.
4. C18 SECTION 42-1412(6), IDAHO CODE.

RIGHT NO. 34-02424A IS ALSO DIVERTED THROUGH POINT OF DIVERSION

8 12 68

5: DESCRIBED ABOVE. WATER IS DELIVERED THROUGH MOORE DIVERSION, MOORE CANAL.

Dates:

Licensed Date:

Decreed Date: 12/14/2001

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: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 116

Combined Volume Limit:

Combined Rate Limit: 3.12

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 Owner of
Property at Proposed POD

COPY

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and executed this 14th day of ~~May~~^{June}, 2006, by and between Jerry L. Browne and Teresa L. Browne, husband and wife, of 3041 N. 3350W., Moore, Idaho 83255, hereafter "SELLERS", and Mitchell D. Sorensen and Elaine R. Sorensen, husband and wife, of 2871W. 2500 N., Moore, Idaho 83213, hereafter "BUYERS":

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein set forth, the SELLERS hereby agree to sell to BUYERS and BUYERS hereby agree to purchase from SELLERS the real property described herein on the terms and conditions herein set forth.

1. **Real Property.** The real property to be sold by SELLERS to BUYERS is located in Butte County, Idaho, and is described as follows:

Township 4 North, Range 26 E.B.M., Section 5: Lots 1 (NENE) and 2 (NWNE); SWNE; together with any and all appurtenances thereunto belonging or in anyway appertaining.

2. **Water Rights.** The water rights appurtenant to the above described real property include groundwater right number 34-2424B, for 2.27 cfs of groundwater with a priority date of June 13, 1961, which, when combined with water right number 34-10319 is limited to a total combined diversion rate of 3.12 cfs and the irrigation of 116 total acres in a single irrigation season. The point of diversion for such water right is a well located in the SWSWNW, Section 33, T5N., R26E., in Butte County, Idaho. However, the parties hereto agree that BUYERS shall not divert water from said well but shall, at their own cost and expense, commence a proceeding before the Idaho Department of Water Resources to transfer the point of diversion to another location satisfactory to BUYERS. SELLERS hereby agree and consent to said Application for Transfer by BUYERS and to cooperate in every appropriate way to the end that said Application for Transfer may be granted by the Idaho Department of Water Resources at the earliest possible time. As mentioned, the other water right appurtenant to the above described real property is number 34-10319 which is a surface water right in Big Lost River in the total amount of 3.0 cfs with a priority date of March 23, 1900, restricted when used with right number 34-2424B as described above. There is also

a storage water allocation for the above described real property through the Big Lost River Irrigation District within the boundaries of which, the above described real property is located, and this sale and purchase includes such storage allocation which shall also be assigned to BUYERS by SELLERS.

3. **Purchase and Sale of Real Property.** This agreement is a binding agreement between BUYERS and SELLERS for the purchase and sale of the above described real property on the terms, conditions and provisions set forth in this agreement. This agreement supercedes all other written or oral agreements between BUYERS and SELLERS concerning said transaction. BUYERS are not assuming or taking any responsibility for any of SELLERS' liabilities, debts or obligations of any nature related to the above described property, and SELLERS shall at all times indemnify and hold BUYERS harmless of and from any claim or claims therefore.

4. **Purchase Price and Method of Payment.** The purchase price for said property is One Hundred Fifty-one Thousand Four Hundred Eighteen Dollars (\$151,418.00), lawful money of the United States, payable as follows:

The sum of One Thousand Dollars (\$1,000.00), cash, has been paid by BUYERS to SELLERS as an earnest money deposit, to be credited against the total purchase price. The balance of the purchase price, or One Hundred Fifty Thousand Four Hundred Eighteen Dollars (\$150,418.00), lawful money of the United States, shall be paid by BUYER to SELLERS at closing. If for any reason, this purchase and sale cannot be closed, through no fault of BUYERS, the earnest money deposit shall be returned to BUYERS.

5. **Title Insurance.** SELLERS agree to provide BUYERS, at SELLERS' cost, at the time of closing, an ALTA extended owner's policy of title insurance in the amount of One Hundred Fifty-one Thousand Four Hundred Eighteen Dollars (\$151,418.00), insuring title to the real property described herein in BUYERS, free and clear of any lien or encumbrance, excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYERS and excepting the usual exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights-of-way of public record. Promptly upon the execution of this agreement, SELLERS shall request and

provide to BUYERS a commitment for title insurance with respect to the property disclosing all matters of record, committing to issue to BUYERS an ALTA extended owners policy of title insurance with respect to the property, and providing legible copies of all instruments referred to in the commitment. If BUYERS do not approve the commitment or object to the conditions and the same continues for five (5) days after BUYERS receipt of said written commitment, then the condition of title to the property reflected on said commitment will be deemed disapproved and this agreement and BUYERS' obligation to purchase shall be automatically terminated. SELLERS shall attempt to eliminate the matters covered by the title objections by or before the closing date.

6. **Closing.** The closing of this transaction shall take place at the offices of _____, on the _____ day of July, 2006. At closing, SELLERS shall deliver to BUYERS a warranty deed in the form of Exhibit "B" attached to this agreement, fully executed and properly acknowledged by SELLERS, conveying the property to BUYERS in fee simple. At closing, BUYERS shall deliver to SELLERS the balance of the purchase price provided in paragraph 4 of this agreement. SELLER shall also pay at closing the standard policy premium for the title policy and the closing costs will be split equally between BUYERS And SELLERS. Real property taxes and assessments and other items customarily pro-rated in the county will be pro-rated as of the closing date based on the latest available figures. Each party shall bear its own costs (including attorney's fees) in connection with the negotiation, due diligence and investigation.
7. **Possession.** BUYERS have already received possession of the above described real property and shall continue in such possession on and after the closing date.
8. **Sellers' Representations and Warranties.** SELLERS represent and warrant to BUYERS that:
 - a. SELLERS have full power and authority to enter into this agreement and to complete the transaction.
 - b. Upon SELLERS' execution of this agreement, this agreement will be binding and enforceable against SELLERS in accordance with its terms and upon SELLERS' execution of the additional documents contemplated by this agreement, such terms shall be binding and enforceable against SELLERS in accordance with such terms.
 - c. SELLERS have fee title to the above described real property, there are no unrecorded

agreements, leases, or encumbrances which may affect title to said property. SELLERS shall not, prior to any termination of this agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the real property described above without BUYERS' prior written consent.

- d. SELLERS have not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the above described real property from any person, authority or agency having jurisdiction over said real property. SELLERS are not in default under the terms of any written agreement by SELLERS pertaining to said real property, nor do SELLERS have knowledge that any event has occurred which, with notice or passage of time, or both, would constitute a default by SELLERS under any such agreement, nor have SELLERS received notice of any default under any agreement or encumbrance to which the property, or any portion of said property is subject.

9. Buyers Representations and Warranties. BUYERS represent and warrant to SELLERS that:

- a. BUYERS have full power and authority to enter into this agreement and to complete the transaction.
- b. Upon BUYERS execution of this agreement, the same shall be binding and enforceable against BUYERS in accordance with its terms.

All representations and warranties by BUYERS set forth in this agreement shall survive the consummation of this agreement and the delivery and recordation of the deed describe above.

10. Risk of Loss. This risk of loss will be upon SELLERS until closing. In the event of any loss or damage to or condemnation of the above described real property prior to closing, BUYERS may terminate this agreement. Upon and after the date of closing, all risk of loss shall be upon the BUYERS.

11. Enforcement. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on

appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise. The parties agree to execute promptly all other documents and perform all other acts reasonably necessary to carry out the purpose and intent of this agreement.

12. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.
13. **Governing Law.** This agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLERS:

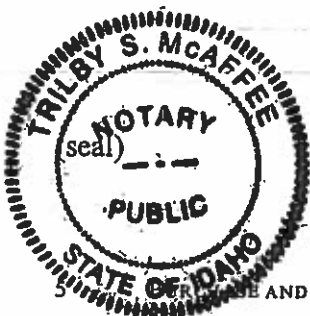
Jerry L. Browne
Jerry L. Browne

Teresa L. Browne
Teresa L. Browne

STATE OF IDAHO)
County of Butte)ss.

On this 14 day of ~~May~~ ^{June}, 2006, before me a notary public in and for said State, personally appeared Jerry L. Browne and Teresa L. Browne known or identified to me (or proved to me on the oath of Jerry L. Browne and Teresa L. Browne) to be the person whose name is 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.



Trilby S. McAfee
Notary Public for Idaho
Residing at: Arco Idaho
My commission expires: 1-27-2009

BUYERS:

Mitchell D. Sorensen
Mitchell D. Sorensen

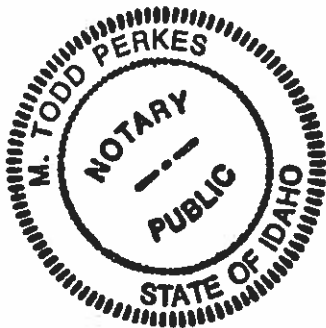
Elaine R. Sorensen
Elaine R. Sorensen

STATE OF IDAHO)
County of Butte)ss.

On this 14 day of May, 2006, before me a notary public in and for said State, personally appeared Mitchell D. Sorensen and Elaine H. Sorensen known or identified to me (or proved to me on the oath of Mitchell D. Sorensen and Elaine H. Sorensen) to be the person whose name is 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.

(seal)



M. Todd Perkes
Notary Public for Idaho
Residing at: Moore Idaho
My commission expires: 3/25/08

EXHIBIT "A"

WARRANTY DEED

THIS INDENTURE is made this 14th day of June, 2006, by Jerry L. Browne and Teresa L. Brown, husband and wife, the "Grantors", and Mitchell D. Sorensen and Elaine Sorensen, whose mailing address is 2871 W. 2500 N., Moore, Idaho 83255, the "Grantees".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Butte, State of Idaho, to-wit:

Township 4 North, Range 26 E.B.M., Section 5: Lots 1 (NENE) and 2 (NWNE); SWNE; together with any and all appurtenances thereunto belonging or in anyways appertaining.

SUBJECT to all existing easements or claims of easement, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Jerry L. Browne
Jerry L. Browne, Grantor

Teresa L. Browne
Teresa L. Browne, Grantor

STATE OF IDAHO)
County of Butte)ss.

On the this 14 day of ^{June} ~~May~~, 2006, before me, the undersigned, a notary public, in and for said State, personally appeared Jerry L. Browne and Teresa L. Browne, known or identified to me to be the person 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.



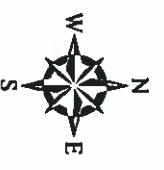
Trilby S. McAfee
Notary Public for Idaho
Residing at: Arco Idaho
My Commission Expires: 1-27-2009

G:\WPDA\AKW\774-01-2006\NOTARY\NOTCH04 Browne Matter\Purchase and Sale Agreement\Browne.2.wpd:cdr

Attachment No. 7a

GIS Map

WATER RIGHT NO. 34-2424B APPLICATION FOR TRANSFER



Legend

- Current POD (Blue dot)
- Proposed POD (Green dot)
- Section Lines (Red outline)
- Quarter Quarters (Yellow outline)

2015 NAIP Photo



Prepared by:
Luke H. Marchant
03/01/2016

