

TC-37-62

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 03 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

TEMPORARY CHANGE APPLICATION

(To change point of diversion, place of use, or purpose of use of a water right upon
declaration of a drought emergency in accordance with Section 42-222A, Idaho Code.)Name of Applicant Aaron Andrews Phone 208-727-7151
Mailing Address 85 Late View, Carey Id. 83320 Email _____

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change purpose of use ☐ Other

2. Describe the proposed change(s) and explain the reason(s) they are needed. Drought has reduced
water in ditch. Need to move water to where
I can manage it. what little water is left
efficiently.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.	Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
Fish Creek Spring	37-738	3/30/1883	2.0	irrigation	4/15 to 10/31
	37-749C	3/30/1883	3.2	"	" to "
	37-2443	8/29/1931	2.0	"	" to "

2. Total amount of water being transferred 7.2 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Fish Creek tributary to Little Wood River.
4. Point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag number
1N	22E	33		SE	NE	SE	Blaine	Fish Creek	
1S	21E	14		SE	SE	SE	Blaine	Fish Creek	

5. Lands irrigated or place of use:

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	
1S	22E	7								38	33			18		37	18		144
1S	22E	17									39	39				39			117
1S	22E	18												8					8

Total Acres 269

6. General Information:

- a. Who owns the water right to be changed? Maurice Ellsworth
- b. Describe the arrangement allowing use of the right. 4 year lease
- c. Describe the affect on the land now irrigated if the change is approved pursuant to this application:
It won't be irrigated
- d. Has the water right sought to be transferred been used this year? ☒ Yes ☐ No If yes, explain. _____
- e. Absent the changes, how would the right be used for the remainder of the year? Irrigate other property crops.
- f. Describe other water rights used for the same purpose. _____
- g. Remarks: _____

I hereby assume all risk in accordance with Section 42-222A, Idaho Code, and assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

[Signature]
Signature of Applicant

5-3-13
Date

FOR DEPARTMENT USE ONLY

Received by greeder Date 5/3/13 \$50 fee received by greeder Receipt No. 5033291
Recommend: ☒ approve ☐ deny Watermaster recommendation 6/4/13 approved via phone

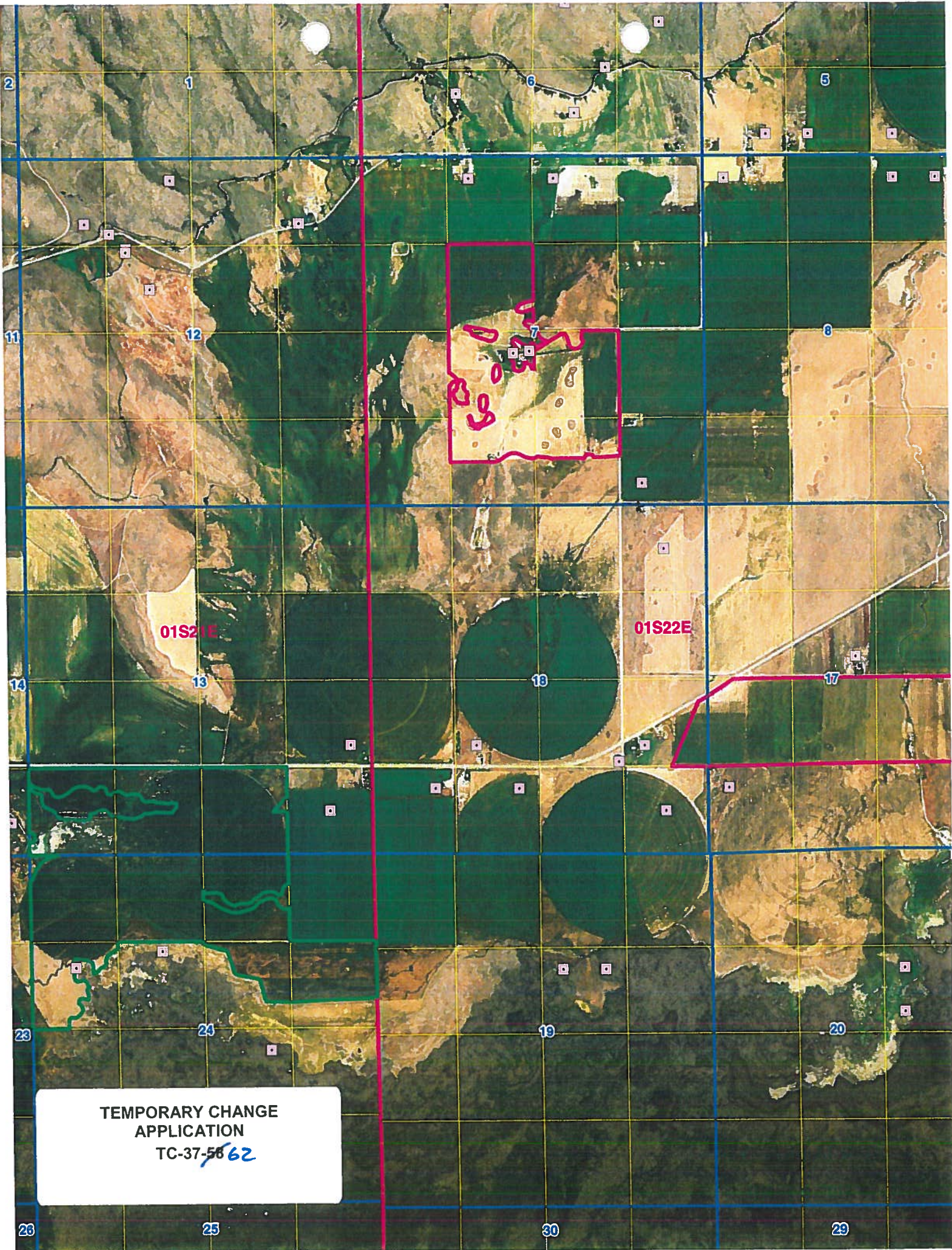
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Temporary Change Application No. TC-37-62, and said application is hereby approved, subject to the following limitations and conditions:
See attached order dated 6/5/2013.

Temporary Change Expiration Date 10/30/2013

Signed this 5th day of June, 2013

[Signature]
For the Director



TEMPORARY CHANGE
APPLICATION
TC-37-5662

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JUL 20 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

fax

DURABLE POWER OF ATTORNEY

1. Designation. The undersigned (the "Principal") designates **Maurice O. Ellsworth** as attorney-in-fact for the Principal. If **Maurice O. Ellsworth** at any time declines, fails, or is unable to act as attorney-in-fact for the Principal, the Principal designates **R. Spence Ellsworth** as attorney-in-fact for the Principal.

2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Powers. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Idaho. These powers shall include, without limitation, the power and authority specified below.

3.1 Real Property. The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 Personal Property. The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers and withdrawals with respect to all such accounts.

3.4 United States Treasury Bonds. The attorney-in-fact shall have the authority to purchase United States Treasury Bonds, which may be redeemed at par in payment of federal estate tax.

3.5 Moneys Due. The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments, including Social Security, Veterans Disability, and any other federal or state government payments to the extent allowed by state and federal law, due the Principal.

3.6 Claims Against Principal. The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7 Legal Proceedings. The attorney-in-fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include:

- (a) Actions for attachment, execution, eviction, foreclosure, indemnity and any other proceeding for equitable or injunctive relief; and
- (b) Legal proceedings in connection with the authority granted in this instrument.

SCANNED
JUL 19 2012

3.8 Written Instruments. The attorney-in-fact shall have authority to sign, seal, execute, deliver and acknowledge all written instruments, and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact, as fully as the Principal could do if personally present.

3.9 Safe Deposit Box. The attorney-in-fact shall have authority to enter any safe deposit box in which the Principal has a right of access.

3.10 Transfers to Trust. The attorney-in-fact shall have authority to transfer assets of all kinds to the trustee of the Maurice C. Ellsworth trust of which the Principal is both grantor and trustee.

3.11 Disclaimer. The attorney-in-fact shall have authority to disclaim any interest in any property to which the Principal would otherwise succeed, and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.12 Gifts. The attorney-in-fact shall have authority to make gifts outright or in trust, to or for the benefit of the Principal's children, their issue and the spouses of Principal's children, not to exceed Eleven Thousand and No/100 (\$11,000.00) Dollars, in the aggregate in any one calendar year to or for any one person.

3.13 Health Care Decisions. If at any time the Principal is unable to communicate rationally regarding health care decisions, the attorney-in-fact shall have authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in Idaho Code §39-4505.

4. Limitations on Powers. Except for the authority specifically stated in Article 3, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to make any gifts of such property or to exercise any power of appointment.

5. Termination. This power of attorney may be terminated by:

- (a) The Principal, by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder of the place where the power was recorded;
- (b) A conservator of the estate of the principal after court approval of such revocation; or
- (c) The death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

6. Accounting. Upon request of the Principal or the conservator of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney, shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

8. Indemnity. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

DURABLE POWER OF ATTORNEY - 7
<mc> 6/17/10

9. Nomination of Conservator and Guardian. The Principal nominates Maurice O. Ellsworth as conservator of the Principal's estate and guardian of the Principal's person, if protective proceedings for the Principal's person or estate are ever commenced.

10. Applicable Law. The laws of the State of Idaho shall govern this power of attorney.
Dated this 18 day of June, 2010.

Maurice C. Ellsworth
Maurice C. Ellsworth, Principal

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 18 day of June, 2010, before me the undersigned, personally appeared Maurice C. Ellsworth, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Jaxinta Parra
NOTARY PUBLIC FOR ARIZONA
Residing at Maricopa County
My Commission Expires 2/4/2014



Reeder, Jana

From: maurice ellsworth [maurice.ellsworth@gmail.com]
Sent: Monday, June 03, 2013 7:43 PM
To: Reeder, Jana
Subject: Re: Temporary Transfer of Water Right of 37-735, 37-749C and 37-2443

Yes, I give permission, is this email adequate or is something else needed? Thank you -- Maurie Ellsworth

On Mon, Jun 3, 2013 at 3:10 PM, Reeder, Jana <Jana.Reeder@idwr.idaho.gov> wrote:

Hi Maury,

Aaron Andrews was in the office this afternoon requesting for a Emergency Temp Change of Water Rights 37-735, 37-749C and 37-2443 . It is the same scenario as last year. could you please send me verification that you give permission for this change.

Thank you,

Jana