

RECEIVED

Rev. 10/09

APR 02 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 77841

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 <http://www.idwr.idaho.gov/>.

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 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 <u>only a portion</u> is proposed to be changed through this transfer application. Part 2B forms are available on the Department's website at: http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/PDFs_09/WaterRight_TransferApp_Part2B.pdf . |
| ☒ | ☐ | * 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 #1-9.

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☐ | ☒ | #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 transfer 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). |
| ☐ | ☒ | #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 http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/wrt_default.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. |
| ☐ | ☒ | #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.) |
| ☒ | ☐ | #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 Other. Please describe: <u>Idaho Annual Report Form for WG Farms, LLC and Sike's Act Agreement.</u> |

"Notice of Change in Water Right Ownership"

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77841

APR 02 2012

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

DEPT. OF WATER RESOURCES

Name of Applicant(s) SOUTHERN REGION USDI BLM; Idaho State OfficePhone (208) 373-4000Mailing address 1387 S. Vinnell Way; Boise, ID 83709-1657

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 RepresentativeName of Representative Fredric W. PricePhone (208) 373-4000Mailing address Same as aboveEmail fwprice@blm.gov☒ 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

Fredric W. Price, Water Rights Specialist
Print Name and Title if applicable03-22-2012

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. Place of use acres differ slightly from the claim in various quarter quarters.**

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 ☒ ☐	36-02415B	0.34cfs/98af	Irrigation	03-15 to 11-15	Groundwater
☐ ☐	36-15356B	0.02/6afy	Irrigation	03-15 to 11-15	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.34 cfs and/or 104 ac-ft

2. Total amount of water proposed to be transferred or changed 0.10 cubic feet per second and/or 16 acre-feet per annum.

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 #

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	
07S	25E	09		0.5	18.6		2.8	2.6											24.5

Total Acres (for irrigation use) 24.5

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/Pump

- b. Who owns the property at the point(s) of diversion? WG Farms, LLC (Steven Whitesides)

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: See attached Sike's Act agreement.

- 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: N/A

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

- e. 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: 36-15356B is limited to the irrigation of 1.5 acres within the place of use described above in a single irrigation season. 36-15356B is based upon an enlargement of right 36-02415B pursuant to section 42-1426, Idaho Code.

- f. 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:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: _____

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

[illegible]

Total Acres (for irrigation use) _____

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.

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**.

1. 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.: 36-15356B was an enlargement right for 1.5 acres. Post transfer irrigation of 24.5 acres means this water will not be utilized?

I.

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments.

Received by DB Date 4-2-2012 Prelim. Check by _____ Date _____

Fee Paid \$225- Date 4-2-2012 Received by WM Receipt # 5032453

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

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

3/22/2012

WATER RIGHT NO. 36-2415B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KENT M HARMAN 461A E 1500 N RUPERT, ID 83350 (208)312-4632
Current Owner	JACK M HARMAN 518 E 1400 N RUPERT, ID 83350 (208)532-4236
Directors Report Owner	RONALD S JONES 233 CRESCENT DR RUPERT, ID 83350 (208)436-0289

Priority Date: 02/18/1960

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	0.34 CFS	98 AFA
Total Diversion			0.34 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NESWNE	Sec. 08	Township 07S	Range 25E	MINIDOKA County
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IRRIGATION Use:
Acre Limit: 24.5

Place(s) of use:

Place of Use Legal Description: IRRIGATION MINIDOKA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07S	25E	9		NWNE	1		SWNE	15						
				NENW	5		NWNW	5						

Total Acres: 26

Conditions of Approval:

1.	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.
2.		Right 36-02415B is limited to the irrigation of 24.5 acres within the place of use described above in a single irrigation season. Rights 36-02415B and 36-15356B when combined shall not exceed a total diversion rate of 0.34 cfs and the irrigation of 26 acres. Pursuant to Section 42-1412(6), Idaho Code, these water rights are subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of a final unified decree.
3.	R64	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
4.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5.	T07	The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
6.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7.	067	The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.

Dates:

Licensed Date:

Decreed Date: 08/27/2001

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:
Owner Name Connector:
Water District Number: 130
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Combined Acres Limit: 26
Combined Volume Limit:
Combined Rate Limit: 0.34
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

[Close](#)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

In Re SRBA

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Case No. 39576

Water Right 36-15356B

FILED

2003 NOV 19 PM 2 07

NAME AND ADDRESS: UNITED STATES OF AMERICA
USDI BUREAU OF LAND MANAGEMENT
IDAHO STATE OFFICE
1387 S VINNELL WAY
BOISE, ID 83709-1657

SOURCE: GROUNDWATER

QUANTITY: 0.02 CFS
6.00 AFY

RIGHTS 36-02415B AND 36-15356B WHEN COMBINED SHALL NOT EXCEED
A TOTAL DIVERSION RATE OF 0.34 CFS.

PRIORITY DATE: 06/30/1973

THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A
PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED
AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS
BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION
42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR
RIGHT.

POINT OF DIVERSION: T07S R25E S08 NESWNE Within Minidoka County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Irrigation 03-15 TO 11-15 0.02 CFS
6.00 AFY

PLACE OF USE: Irrigation Within Minidoka County
T07S R25E S09 NWNE 1.0 SWNE 15.0
NENW 5.0 NWNW 5.0
26.0 Acres Total

RIGHT 36-15356B IS LIMITED TO THE IRRIGATION OF 1.5 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
RIGHTS 36-02415B AND 36-15356B WHEN COMBINED ARE LIMITED TO THE
IRRIGATION OF 26 ACRES.

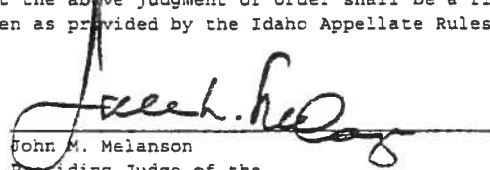
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

RIGHT 36-15356B IS BASED UPON AN ENLARGEMENT OF RIGHT 36-02415B
PURSUANT TO SECTION 42-1426, IDAHO CODE.

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. I.C. SECTION 42-1412(6).

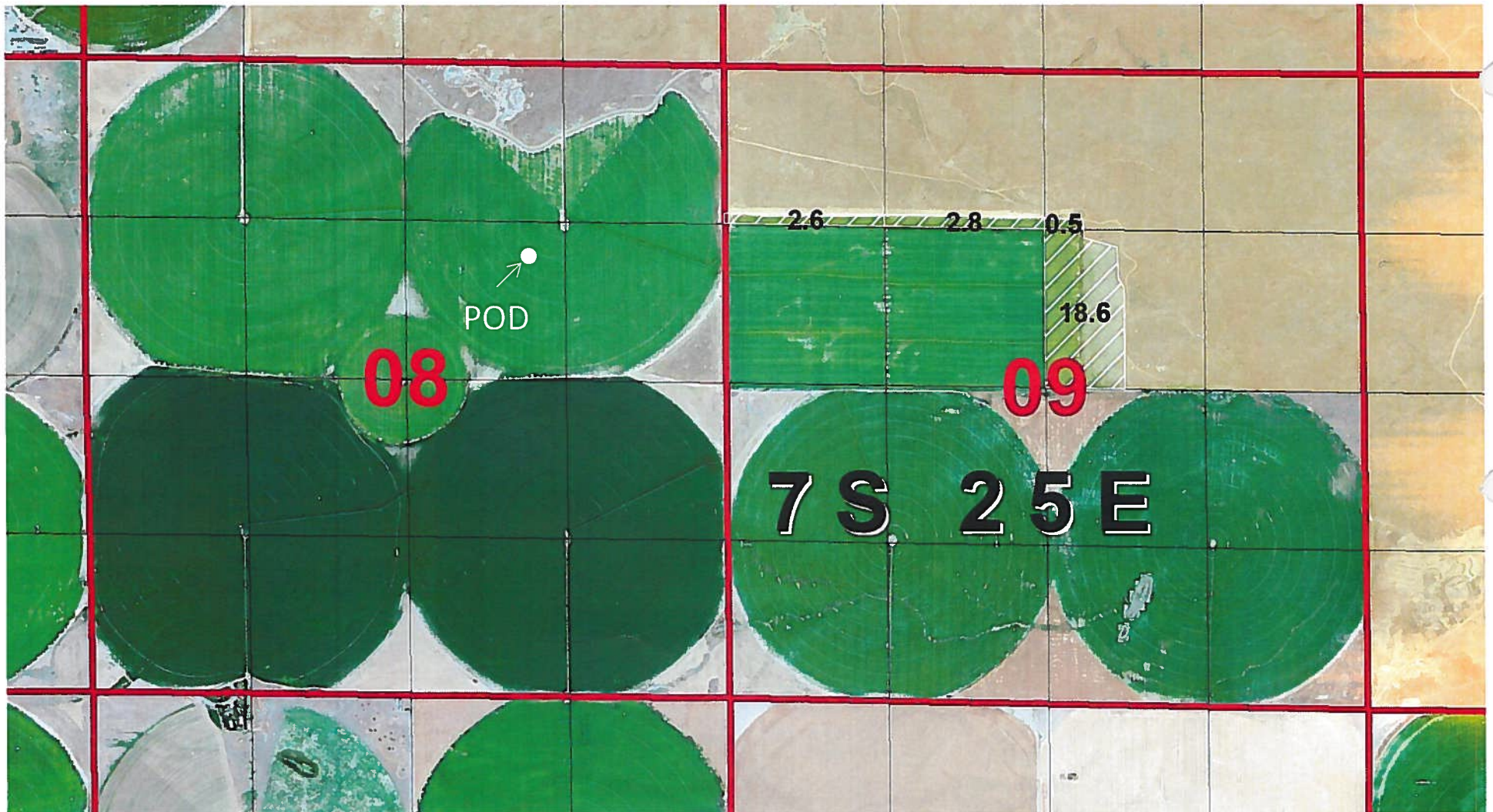
RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

36-02415B & 36-15356B
Application for Transfer
Attachment #7b & #8b



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Notice of Change in Water Right Ownership

APR 02 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-02415B	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kent M. and Jack M. Harman
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): U.S.A. Acting Through U.S.D.I Bureau of Land Management
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
- 1387 S. Vinnell Way
- Mailing address
- Boise ID 83709-1657
City State ZIP
- (208) 373-4000 fwpice@BLM.gov
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 03-14-2012
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] Water Right Specialist 03-16-2012
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DB Date 4.6.2012 Receipt No. SOB2471 Receipt Amt. \$25 -
Approved by _____ Processed by _____ Date _____

ASSIGNMENT OF WATER RIGHT
To Change ownership of the Water Right

I, Jack and Kent Harman, hereby assign to the United States of America, acting through U.S.D.I., Bureau of Land Management, Idaho State Office

All my (our) right(s), title, and interest in and to water right number 36-02415B to appropriate the public waters of the State of Idaho.

Made this 14 day of March, ~~2004~~ 2012

Jack Harman
Jack Harman (Water Right Holder)

Kent Harman
Kent Harman (Water Right Holder)

State of Idaho)

S.S.

County of M. W. D. K. A.

On this 14 day of March, in the year of 20 12, before me
Ray Steagall, personally appeared Jack and Kent Harman, proved to
Notary's Name

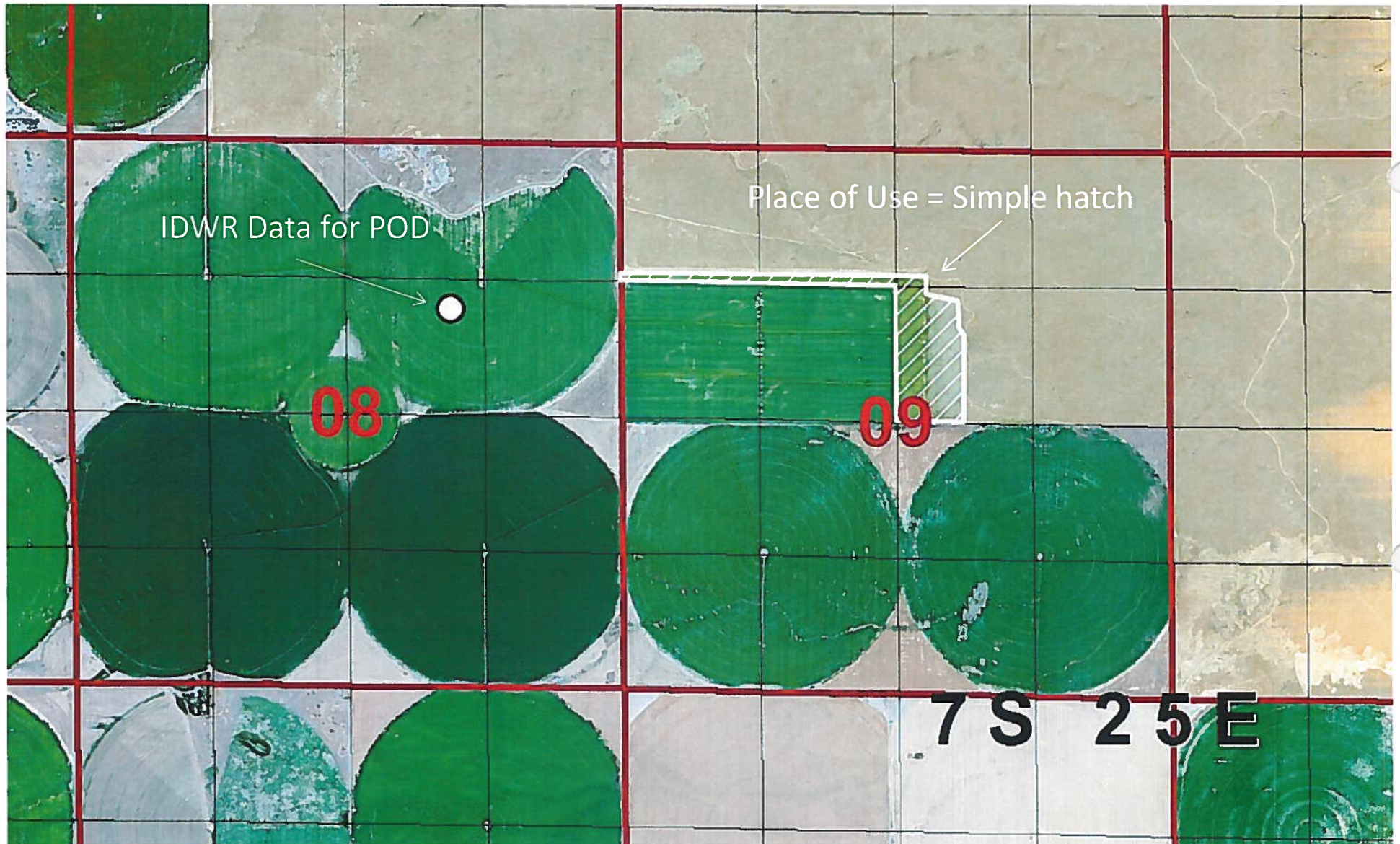
me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.



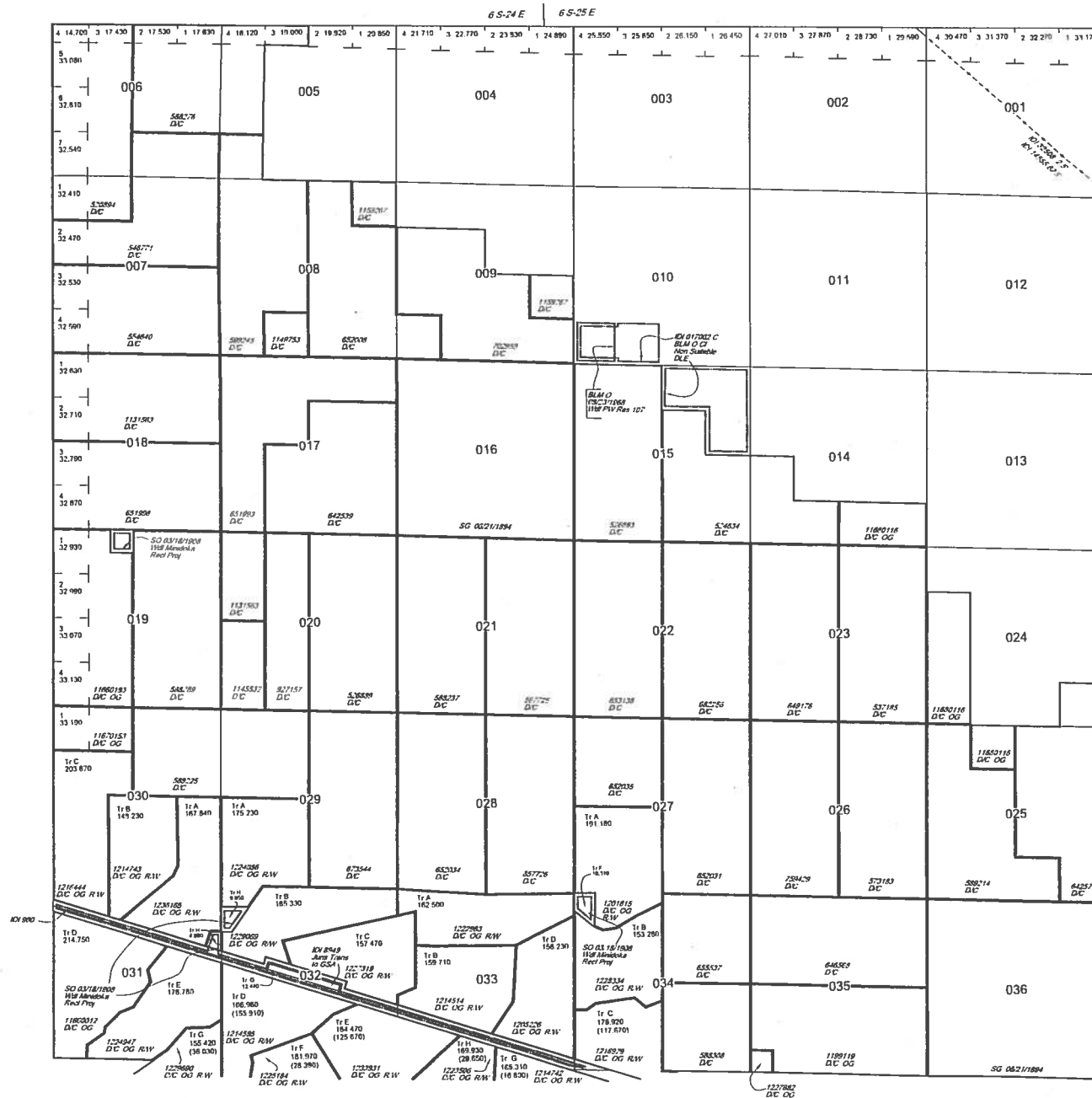
Ray Steagall
Notary Public

My Commission Expires on: 5-29-2013

36-02415B



MINIKOKA COUNTY 067
TWIN FALLS DISTRICT SEC 3

MT PLAT[illegible]

FOR ORDERS EFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LAND REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS

FILE REF: 008007023256.sml100000c.dwg	
CREATED TWT: 06/04/2007	BY: DWB
LAST UPDATED: 05/23/2008	BY: JCB
QADC #1:	QADC #2:
POSTED TO PUBLIC RECORDS: May 20, 2008	
BY:	
PUBLIC LAND SURVEY SYSTEM (PLSS)	
BLM GCOS ACQUIRED: 06/05/2005	
OTHER: N/A	
PROJECTED COORDINATE SYSTEM: UTM Zone 12N, NAD 1983	
NOTES:	
USE PLATS:	



U.S. Bureau of Land Management - Idaho State Office
1387 S. Vinnell Way Boise, Idaho 83709
(208) 373-4000



DISCLAIMER:

This plot is only a graphic display of the Bureau of Land Management's (BLM) Record of Title and township survey data. Records hereon do not reflect title changes which may have been affected by lateral movements of river or other bodies of water. Refer to cadastral surveys for official information.

The notation shown on withdrawals represent the last action taken, but may not be the effective date. See the historical index for the date of original withdrawal order.

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed.

Boise Mer
T. 7 S
R. 25 E

No. W 70942	Due no later than Jan 31, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. WG FARMS, LLC STEVE WHITESIDES 719 A E 700 N RUPERT ID 83350		STEVEN WHITESIDES 719 A E 700 N RUPERT ID 83350	
			3. <u>New</u> Registered Agent Signature:*	
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.				
Office Held MEMBER	Name STEVEN WHITESIDES	Street or PO Address 719 A E 700 N	City RUPERT	State Country Postal Code ID USA 83350
5. Organized Under the Laws of: ID W 70942		6. Annual Report must be signed.* Signature: Steve Whitesides Date: 11/04/2011 Name (type or print): Steve Whitesides Title: Manager		
Processed 11/04/2011		* Electronically provided signatures are accepted as original signatures.		

COOPERATIVE WILDLIFE HABITAT-FARMING
DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 29 day of April, 1999, by and between the Idaho Department of Fish and Game, acting by and through its Director, hereinafter referred to as the Department and the Bureau of Land Management, acting by and through its District Manager, hereinafter referred to as BLM, and Bob Harman of Rupert, Idaho, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Department and BLM have entered into a cooperative agreement under the authority of the Sikes Act (Public Law 93-452) on those lands know as Isolated Tracts: Area N/A and further described as follows:

Public Lands: T7S, R25E Sec 9. W $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$

Private Lands: N/A

WHEREAS, the Department and BLM desire to have portions of the above-described lands farmed to produce wildlife habitat.

WHEREAS, LESSEE is willing, capable and desires to farm said lands and to comply with the promises herein contained.

NOW, THEREFORE, the parties to this agreement in consideration of the mutual benefits accruing under this agreement to each of them, hereby covenant, contract and agree:

The term length of this agreement shall begin 15 April 1999, and end 15 April 2009.

LESSEE agrees to do the following:

1. To farm approximately 13.6 acres of the above-described lands, as shown in Attachment A item 1.
2. In exchange for the above farm production values received, to provide 10 acres of irrigated wildlife habitat as shown in Attachment A item 2.
3. To not store irrigation or other farm materials on areas shown in Attachment A item 2 during the hunting seasons or use the site as a turn-around location for farming machinery.
4. To till and in all respects cultivate the farmland of the above-described premises during the term of this lease in a good and farmlike manner and agree to pay all costs associated with the farming operations of these lands.
5. To maintain all existing ditches, canals, laterals, and sprinkling systems in such condition as to provide for maximum flow of waters therein.
6. All irrigated wildlife habitat in Attachment A must be irrigated adequately to promote healthy and vigorous stands.
7. To use only pesticides and herbicides which have been approved beforehand by the Department and BLM, and to use these in such a manner as to not damage wildlife habitat and still effectively control noxious weeds in the areas shown in Attachment A item 2.
8. To maintain all fences and not to graze any wildlife habitat and to immediately remove any trespass livestock from said lands as shown in Attachment A, item 2.
9. To not assign this agreement without written permission from the Department or BLM.
10. To notify the BLM of any wildfire on the agreement area or adjacent BLM lands.

11. To indemnify, save harmless and defend the Department and BLM from any and all liability, claims, loss, cost, damage or expenses arising by reason of any personal injury including death to any person or damage to any property of whatsoever ownership occurring on the hereinabove described lands arising in connection with his use or occupation thereof.
12. Title of water associated with this agreement shall continue to be legally authorized by the Idaho State Department of Water Resources (IDWR). Failure of the agreement party to remain in compliance with IDWR requirements regarding the use of water to the satisfaction of the Bureau of Land Management Authorized Officer will result in the automatic termination of this agreement. No rights to the public lands accrue due to their description specifically by this agreement, nor beyond the term of this agreement.
13. Evidence of application with the Idaho State Department of Water Resources (IDWR) for water associated with this agreement has been submitted. As soon as IDWR action on the water application has been taken, the agreement party shall notify the Bureau of Land Management Authorized Officer and provide a copy of the IDWR water authorization, or will accept termination of this Sikes agreement if IDWR rejects the application for water.
14. The Lessee shall cause title to water associated with this agreement to be transferred to the sole name of the United States within 3 (three) years from the issuing date of this agreement if the use is to continue under this or a renewed authorization.

It is mutually agreed and understood by LESSEE, the Department and BLM that:

1. Any personnel of the Department or BLM shall have the right to enter and pass across the hereinabove described lands at any time and that at no time shall the public in

general be excluded from the lands as shown in Attachment A, item 1 and 2 for the purpose of lawful hunting or other recreational purposes which do not conflict with the wildlife habitat-farming development.

2. This agreement may be terminated or cancelled due to noncompliance with the terms of this agreement or to a reclassification of BLM lands as a result of a change in national need. Any noncompliance as determined by the Department Director and BLM District Manager or their duly authorized agents will be just cause for cancellation or termination of all provisions of this agreement and trespass action may be taken by BLM.
3. The Department will provide seed for the grass/forb mix identified in Attachment A item 2.
4. If LESSEE defaults on this agreement or fails to renew it within 12 months of the expiration date, LESSEE will rehabilitate, at his own expense, all public lands used for irrigated agricultural crops. The lands must be seeded to a mixture of perennial grasses, forbs and shrubs specified by the BLM District Manager.
5. The law of the landlord and tenant as construed by the courts of the State of Idaho shall apply to this agreement and that any strip or waste committed by LESSEE shall void this agreement upon the option of the Department and BLM.
6. This agreement may be reviewed by all parties annually prior to the use season. The terms of this agreement may be amended by mutual consent of all parties hereto. Any mutually accepted changes will be drafted by the Department, signed by all parties and attached hereto and will become legal and binding parts of the agreement.
7. Idaho Code, Section, 36-1604--Limitation of Liability of Landowner--will apply to the land herein described (see attachment B).

8. This agreement and all of the terms and covenants hereof (shall, shall not [strike one])
enure to the benefit of and be binding upon the heirs, assigns, or other successors in the
interest of the respective parties hereto during the pendency of the Cooperative Wildlife
Habitat-Farming Development Agreement on above mentioned lands.
9. All Federal lands involved in this agreement will not be subject to any Federal
subsidized program, either direct or indirect, including but not limited to set-aside, soil
bank, ASCS cost sharing; nor will Federal acreage be used in determining "normal crop
acreage" (NCA), unless mutually agreed upon by LESSEE, BLM and the Department.
10. The measured boundaries and/or acreages referred to in Attachment A are approximate
and do not prohibit subsequent adjustments of said measurements upon legal survey;
provided, however, such adjustments will not alter previously established acreage ratios
between irrigated wildlife habitat and crop land as enumerated, herein.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the
last date written below.

IDAHO DEPARTMENT OF FISH AND GAME

By: Carl H. Zell

REGIONAL SUPERVISOR

Date: 04/28/99

BUREAU OF LAND MANAGEMENT

By: Harmon F. Skilling, Acting

Date: 4-29-99

LESSEE HAZMAN LAND Ranch

By: Jack H. Harmon

Date: 4-26-99