

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT – POINTS OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for an entire water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right or to report an ownership change for a portion of a water right. See the *Application for Transfer Instructions* for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change Point of Diversion ☒ Add diversion point(s) ☐ Ownership change

1. **APPLICANT(S)** New Sweden Irrigation District Phone (208) 523-0175

2. **MAILING ADDRESS** 2350 W 1700 S City Idaho Falls

State Idaho Zip 83402 Email _____

c/o Keith C. Wilson Rocky Mountain Environmental Associates, Inc. Email kwilson@rockymountainenvironmental.com



Rocky Mountain
ENVIRONMENTAL
ASSOCIATES, INC.

482 Constitution Way, Ste 303, Idaho Falls ID 83402 (208) 524-2353 Fax (208) 524-1795

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☐ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional Fee(s) required for water right ownership changes; see fee Schedule.
- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. **LIST OF WATER RIGHT NUMBER(S)** 01-320

- ☒ Attach a copy of the water right(s) as recorded, available at www.idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 220.00* cubic feet per second and/or _____ acre-feet per annum
*Only 1.62 cfs of 220.00 cfs involved in transfer (diversion rate) (storage volume)

5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at www.idwr.idaho.gov, *Water Right Transfers, Online Resources*.

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local Name or tag #
New Point of Diversion:									
01N	37E	31			NE	NW	Bingham	Snake River	Oxbow Farm (New P/D)
Existing Points of Diversion									
02N	37E	12		NW	NE	NW	Bonneville	Snake River	Porter Canal
		25	7	SE	NE	NW	Bonneville	Snake River	Monroc-Lyons Pump
03N	37E	13	8		NW	NW	Bonneville	Snake River	Crandall Pump
		24	8		NE	NW	Bonneville	Snake River	Harmel Pump Wackerli Pump Lingo Pump Fowler Pump
		24	8		NE	NW	Bonneville	Snake River	
		24	8		NE	NW	Bonneville	Snake River	
		24	8		NE	NW	Bonneville	Snake River	
04N	37E	35			NE	NE	Jefferson	Snake River	Great Western Canal

6. 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:

OxBow Partners LLC. is the owner of property located in portions of the SE ¼ of Sec 30, T01N, R37E, B.M. (PLS) within the service area of New Sweden Irrigation District. The system will consist of a diversion pump in the Snake River with mainline to center pivot and laterals with sprinklers. A measuring device can be placed directly on the mainline near the pumping station. A gate valve could be used as the lockable controlling works. NOTE: Both New Sweden Irrigation District water and Woodville Canal water will be diverted through the proposed Point of Diversion.

- b. Who owns the property at the point(s) of diversion? OxBow Partners LLC

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

OxBow Partners LLC is a holder of 81 acres (1.62 cfs) of New Sweden Irrigation District Water rights. Maximum diversion rate of New Sweden Irrigation District water will be 1.62 cfs. New Sweden Irrigation District will commit to 3.0 ac-ft/ac (243 afa) of storage water to OxBow Partners LLC Point of Diversion. See attached agreement between New Sweden Irrigation District and OxBow Partners LLC. New Sweden Irrigation District will retain ownership of water right 01-0320.

- c. 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: _____

7. **MAP** – ☒ Attach a map of the diversion, measurement, control, and distribution system. Clearly label the map with township, range, section and ¼ ¼ of section information. The *Map Tool*, available at <http://maps.idwr.idaho.gov/TransferApplicationLayouts/> provides a satisfactory template for creating the required map.
8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Signature of applicant or authorized agent

Print Name and Title if applicable

Date

Signature of applicant or authorized agent

Print Name and Title if applicable

Date

9. **FEE** – ☒ The application filing fee provided in Section 42-221, Idaho Code, must be submitted with the application for transfer. The Application fee is based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The *Fee Schedule* is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the *Application for Transfer Instructions*.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages of attachments. Received by Km Date 3-8-2012
Fee Paid \$580.00 Date 3-8-2012 Received by Km Receipt # E031391
Preliminary review completed by Km Date 3-8-2012

APPLICATION FOR TRANSFER OF WATER RIGHT – NEW SWEDEN IRRIGATION DISTRICT

WATER RIGHT NO. **1-320**

Water Right Report

12/29/2011

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NEW SWEDEN IRRIGATION DIST
	2350 W 1700 S, IDAHO FALLS, ID 83402

Priority Date: 04/01/1939

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	220 CFS	
Total Diversion			220 CFS	

Location of Point(s) of Diversion:

SNAKE RIVER	NWNENW	Sec. 12	Township 02N	Range 37E	BONNEVILLE County
SNAKE RIVER	SENENW Lt 7	Sec. 25	Township 02N	Range 37E	BONNEVILLE County
SNAKE RIVER	NWNW Lt 8	Sec. 13	Township 03N	Range 37E	BONNEVILLE County
SNAKE RIVER	NENW Lt 8	Sec. 24	Township 03N	Range 37E	BONNEVILLE County
SNAKE RIVER	NENW Lt 8	Sec. 24	Township 03N	Range 37E	BONNEVILLE County
SNAKE RIVER	NENW Lt 9	Sec. 24	Township 03N	Range 37E	BONNEVILLE County
SNAKE RIVER	NENW Lt 9	Sec. 24	Township 03N	Range 37E	BONNEVILLE County
SNAKE RIVER	NENE	Sec. 35	Township 04N	Range 37E	JEFFERSON County

Place(s) of use: Large POU Info

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.		The point of diversion authorized under Transfer 71806 located in Lot 7 (SENENW), S25, T02N, R37E (Monroc-Lyons Pump, Diversion # 13059490) shall not exceed a total diversion rate of 4.61 cfs, and a total annual maximum diversion volume of 691.8 af
3.		The points of diversion authorized under Transfer 69903 located in Lots 8 & 9 (NENW), S24, T3N, R37E shall not exceed a total diversion rate of 0.22 cfs, and a total annual maximum diversion volume of 39 af.

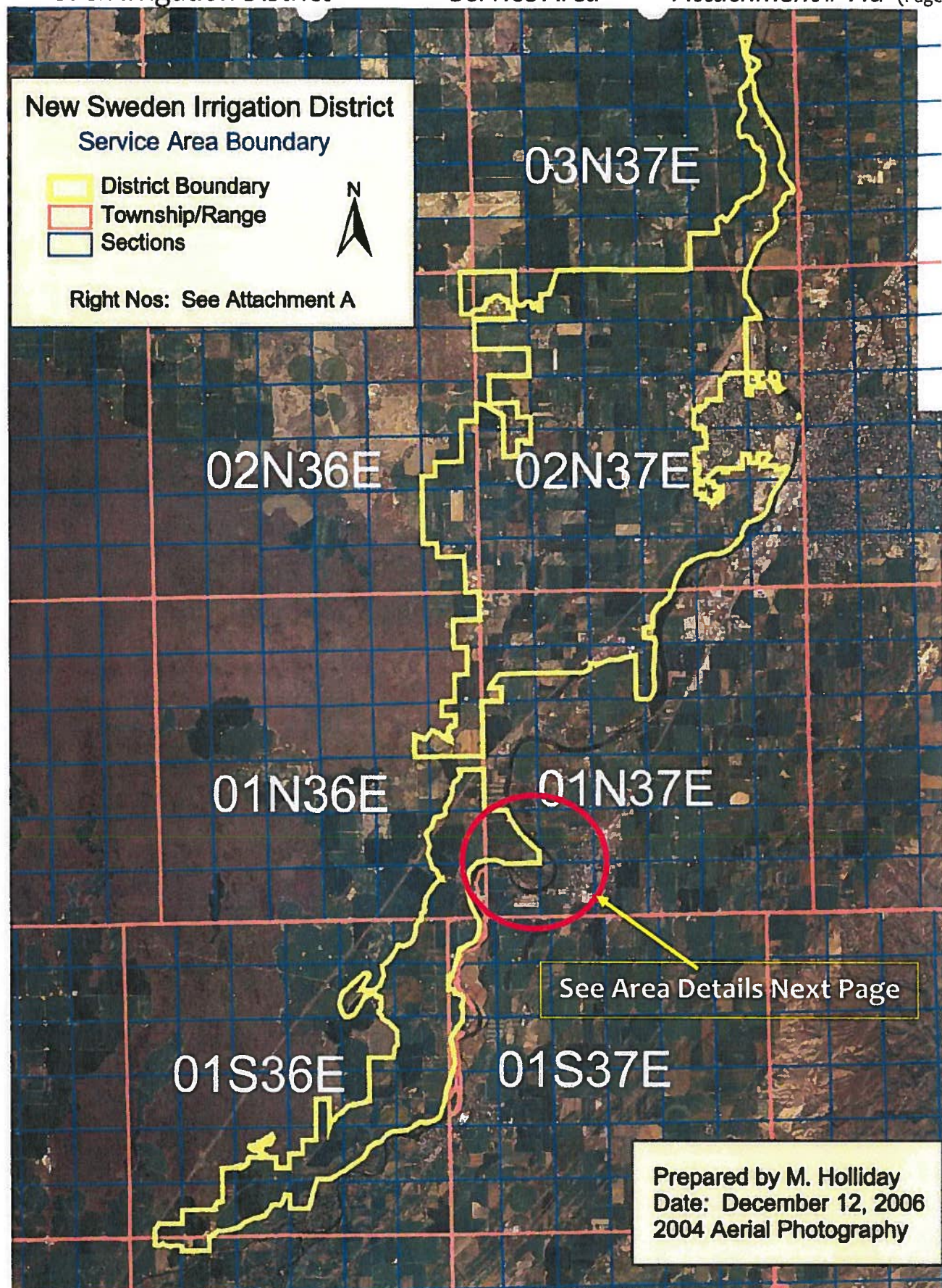
4.	179	The delivery of water to this right may be subject to procedures described in the United States Bureau of Reclamation "space holder" contracts and the Burley Irrigation Dist. v. Eagle, Supplemental Decree (Idaho 5th Jud. Dist., July 10, 1968) and Aberdeen-Springfield Canal Co. v. Eagle, Supplemental Decree (Idaho 7th Jud. Dist., March 12, 1969) together with the natural-flow and storage deliveries as calculated by the Idaho Department of Water Resources.
5.	135	The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.
6.	127	Place of use is within the boundary of New Sweden Irrigation District pursuant to Section 43-323, Idaho Code.
7.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. As of July 17, 2006, this water right is within State Water District No. 01.
8.	R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
9.	X23	When water is not available to fill this right, the right holder shall cease diversion, shall rent water from the Water District 01 Rental Pool, or shall otherwise mitigate the depletion of water caused by this water use.
10.	T07	The right holder shall accomplish the change authorized by transfer 71810 by July 17, 2007.
11.	T08	Failure of the right holder to comply with the conditions of transfer 71810 is cause for the Director to rescind approval of the transfer.
12.	F01	Water is delivered through Monroc-Lyons pump, Crandall pump, Harmel pump, Wackerli pump, Lingo pump, Fowler pump, Great Western Canal and Porter Canal.

Decreed Date: 12/13/2007

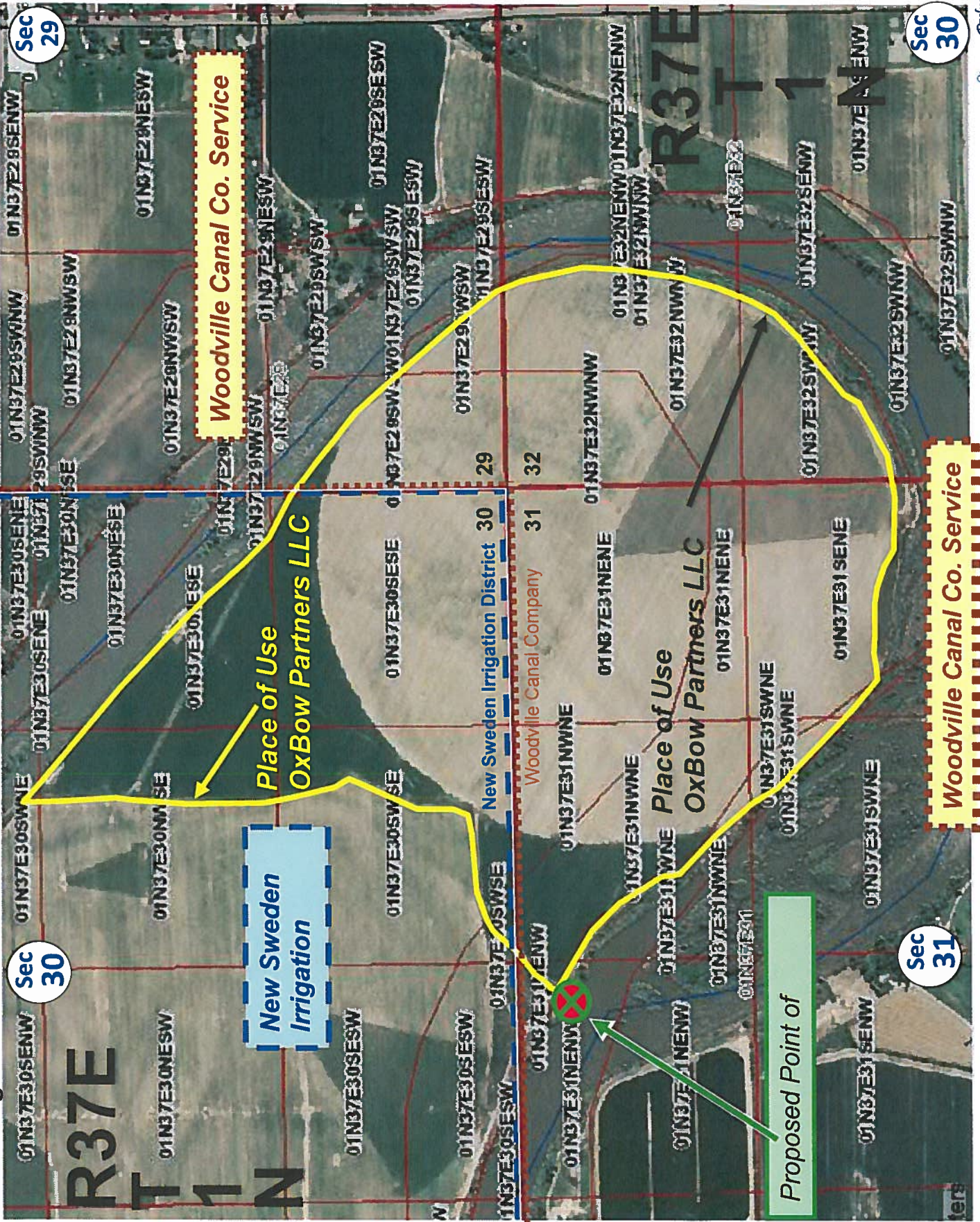
Water District Number: 01

Generic Max Rate per Acre: 0.02

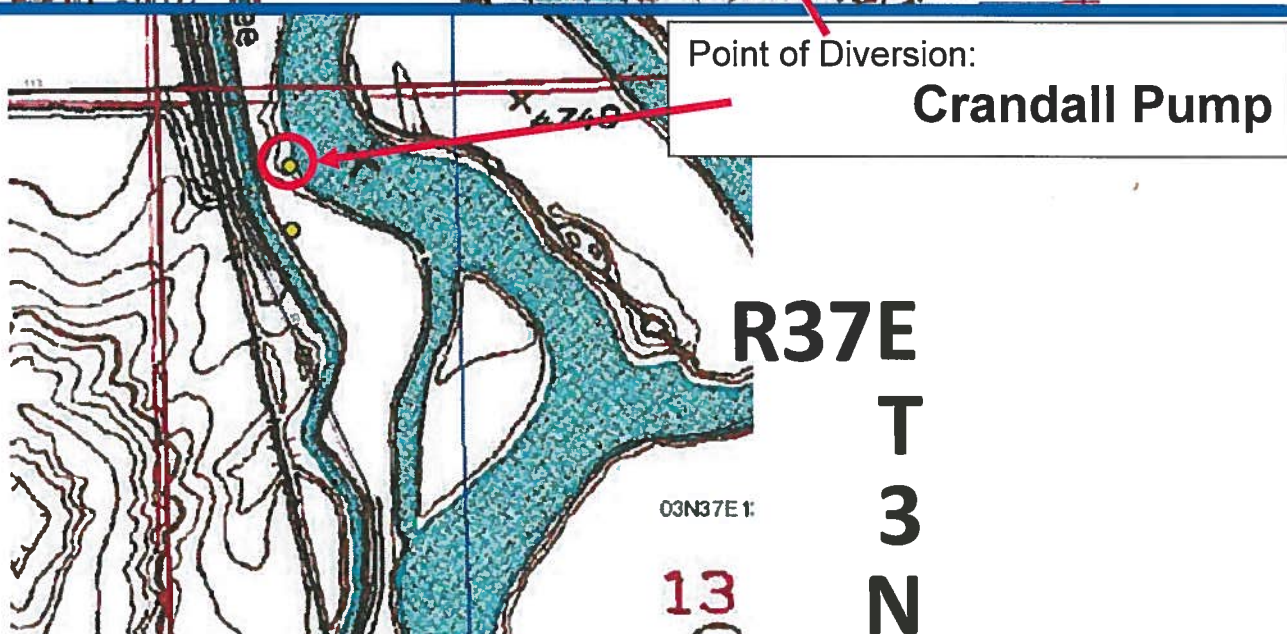
Generic Max Volume per Acre: 4



77804

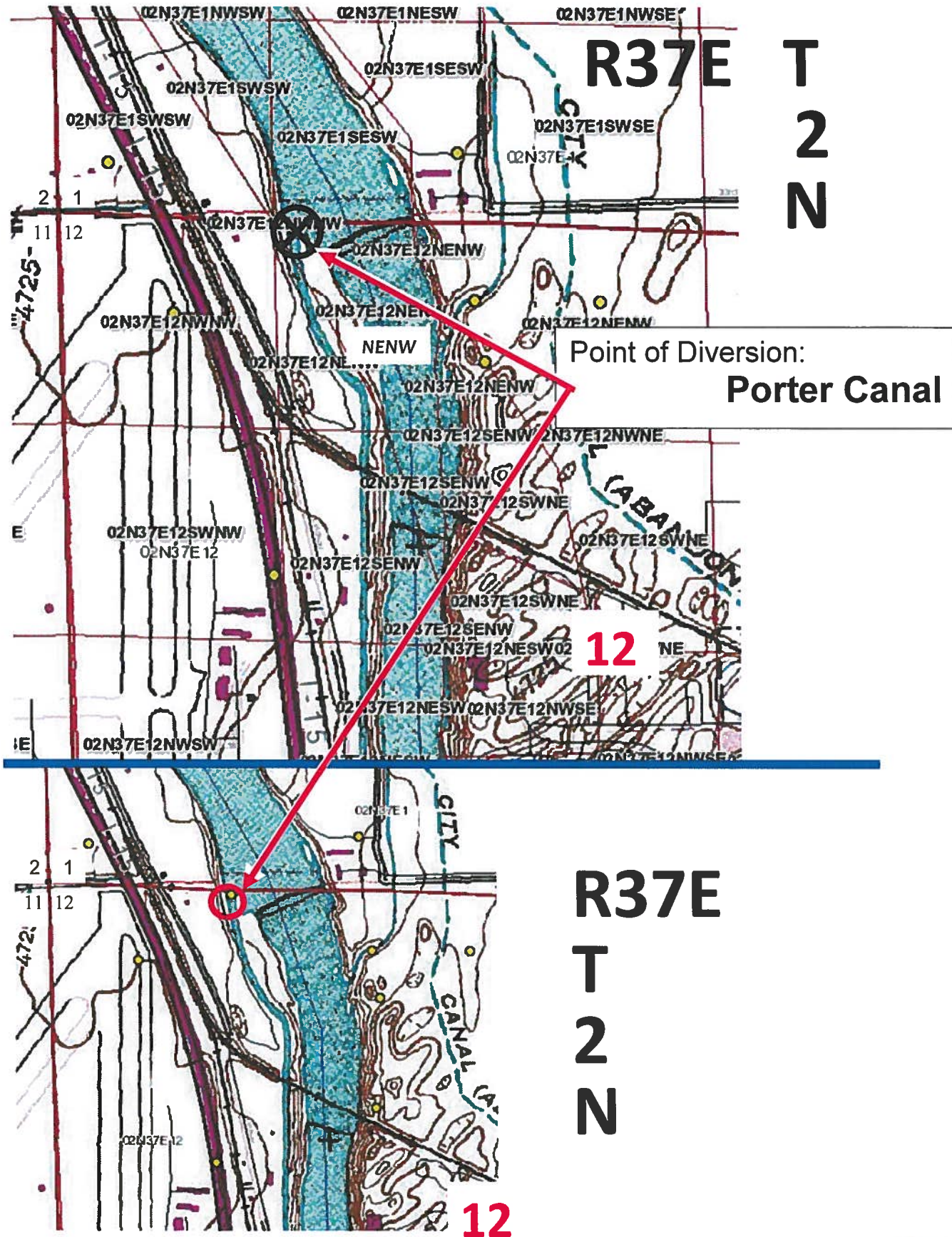




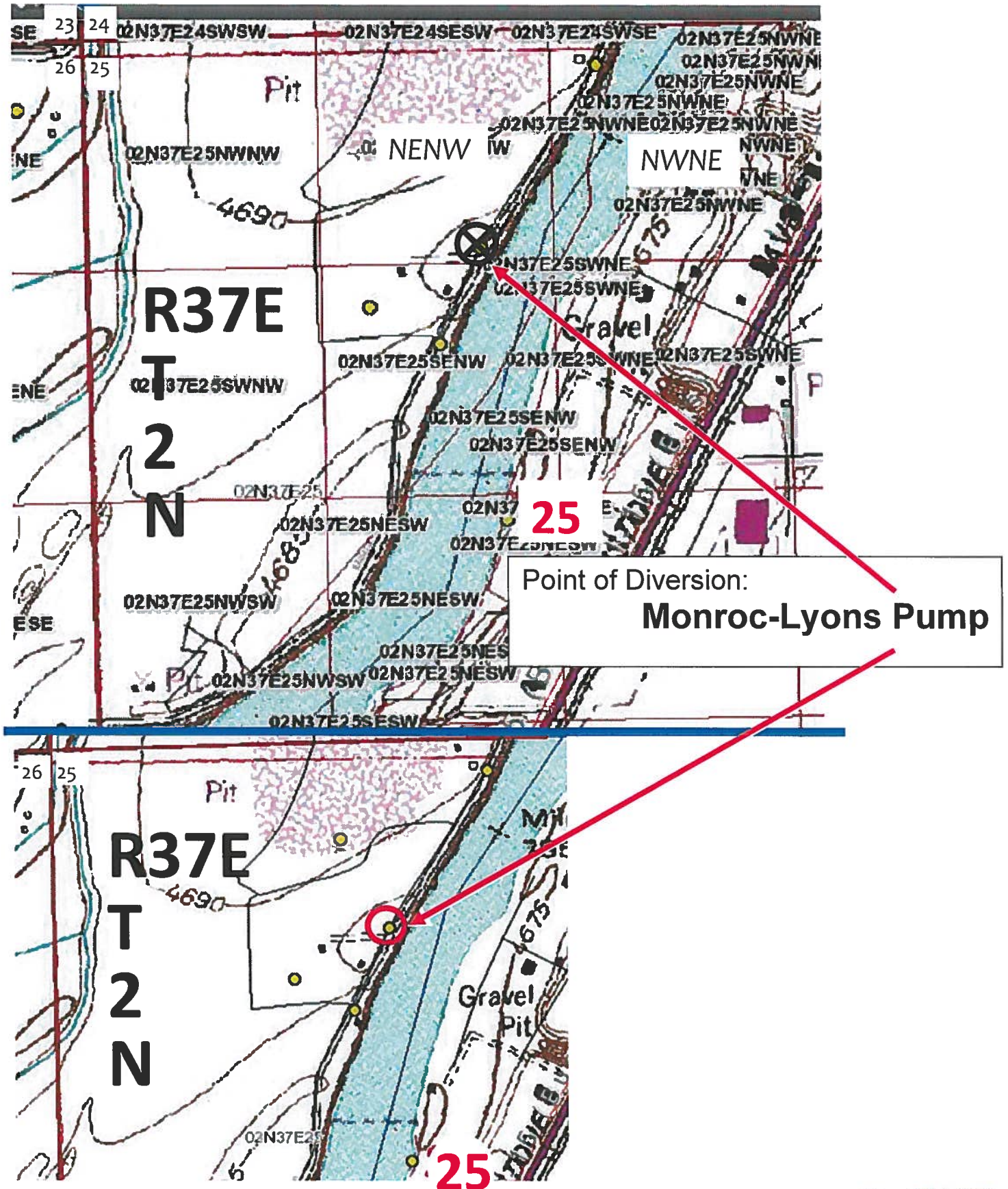




POINTS OF DIVERSION – NEW SWEDEN IRRIGATION DISTRICT

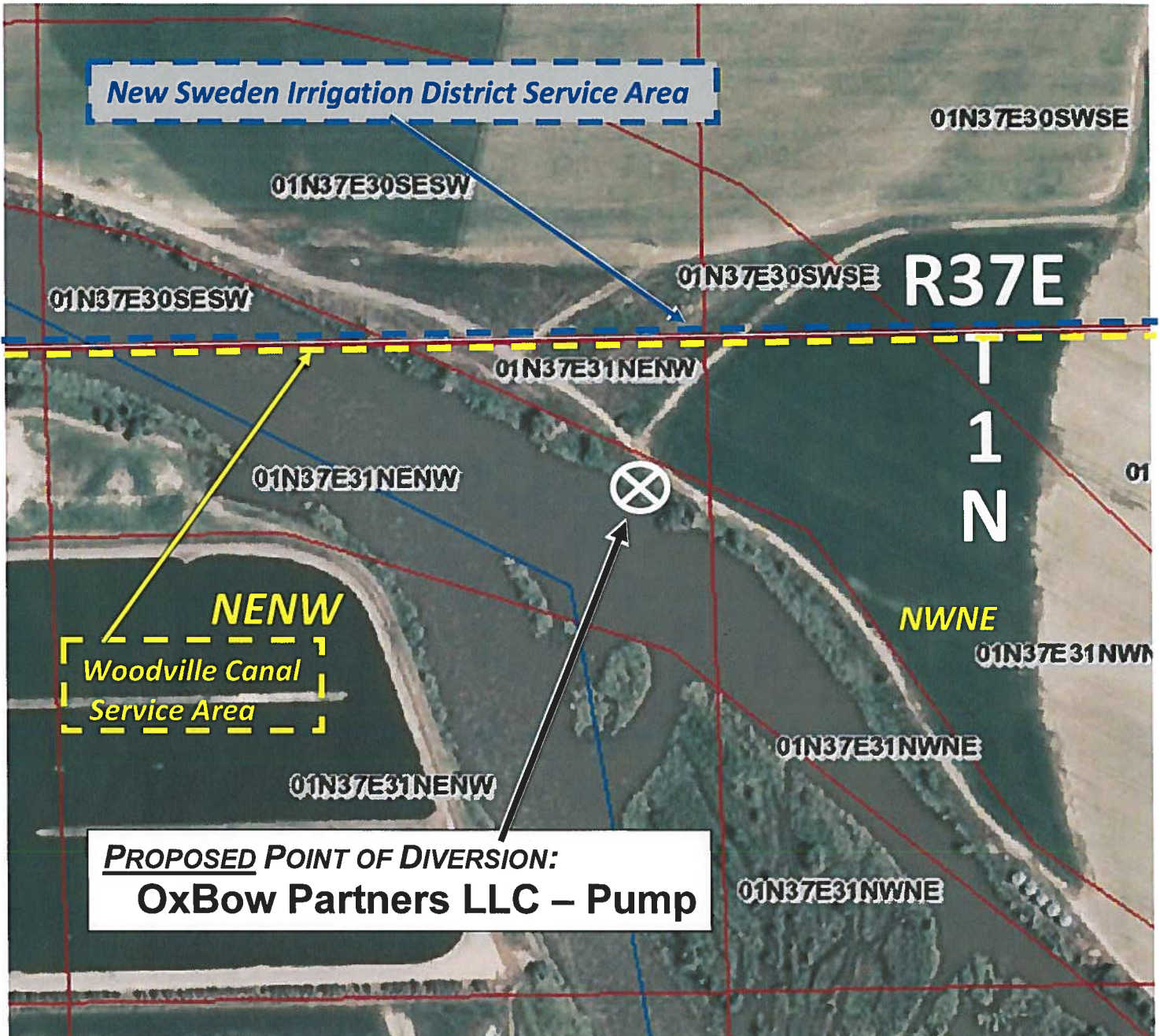


POINTS OF DIVERSION – NEW SWEDEN IRRIGATION DISTRICT





PROPOSED - POINT OF DIVERSION – NEW SWEDEN IRRIGATION DISTRICT



OxBow Farm is the owner of property located in portions of the SE ¼ of Sec 30, T01N, R37E, B.M. (PLS) within the service area of New Sweden

Original Place of Use Deed - OxBow Partners LLC

QUITCLAIM DEED

FOR VALUE RECEIVED, Cannon Shelley Property Limited Partnership

Do(es) hereby convey, release, remise and forever quit claim unto

Oxbow Partners LLC, an Idaho limited Liability Company

whose current address is: P.O. Box 3093, Idaho Falls, ID. 83403

the following described premises:

Parcel I:

Lot 7, a portion of Lot 4 in Section 29, Lot 8, a portion of Lots 7, 9, 14 and a portion of SE¼SE¼ and NW¼SE¼ of Section 30, Lots 8 and 10 and a portion of Lot 9 in Section 31, Lots 4, 5 and 6 in Section 32, Township 1 North, Range 37, East Boise Meridian, Bingham County, Idaho, more particularly described as follows:

Beginning at a Point on the Northerly bank of the Snake River that is West along the Section line 2810.67 feet and South 215.96 feet from the Northeast corner of said Section 31, thence North 48°39'33" East 527.25 feet; thence North 61°05'58" East 185.75 feet; thence North 87°20'28" East 507.75 feet; thence North 6°38'58" East 306.10 feet; thence North 23°57'25" East 424.00 feet; thence North 44°39'57" West 113.70 feet; thence North 9°24'52" West 461.20 feet; thence North 2°45' East 796.30 feet; thence North 4°06'35" West 436.10 feet; thence North 59°28'25" East to the Southwesterly bank of the Snake River 49.0 feet; thence following the Westerly bank of the Snake River as it curves or meanders Southeasterly, thence Southerly, thence Southwesterly, thence Westerly, and thence Northwesterly to the Point of Beginning.

Parcel II:

Right-of-way for Ingress and egress twenty-five (25) feet across the south half of the southwest quarter and Lots 14 and 15 in Section 30 and Lot 9 in Section 31, Township 1 North, Range 37 East, R.M., Bingham County, Idaho, as more particularly set forth in that certain Warranty Deed dated February 27, 1976 recorded in the records of Bingham County, Idaho, as Instrument No. 209343.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 2/17/2012

Seth A. Cannon
Seth A. Cannon

State of Idaho

}

} ss.

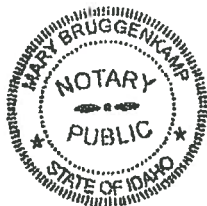
County of

}

On this 17 day of February 2012, before me, a Notary Public in and for said state, personally appeared Seth A. Cannon known or identified to me to be the partner(s) that executed the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

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

Notary Public for the State of

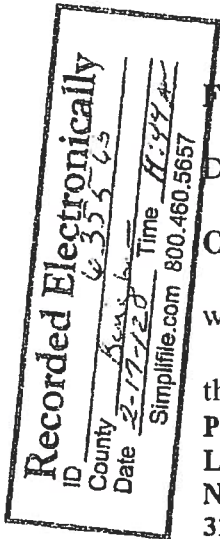
Residing at Idaho Falls, IdahoCommission Expires: 5/1/14

Alliance
Alliance Title & Escrow Corp.
1070 Riverwalk Dr., Ste. 100
P.O. Box 50842
Idaho Falls, ID 83405-0842

Instrument # 635565
BINGHAM COUNTY, IDAHO
2012-02-17 11:44:18 AM No. of Pages: 1
Recorded for ALLIANCE TITLE - BOISE PRODUCT
SARA J. STAUB
Ex-Officio Recorder Deputy Robinson
Fee: \$10.00
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

Original Place of Use Deed - Oxbow Partners LLC

QUITCLAIM DEED



FOR VALUE RECEIVED, Cannon Shelley Property Limited Partnership

Do(es) hereby convey, release, remise and forever quit claim unto

Oxbow Partners LLC, an Idaho limited Liability Company

whose current address is:: P.O. Box 3093, Idaho Falls, ID. 83403

the following described premises:

Parcel I:

Lot 7, a portion of Lot 4 in Section 29, Lot 8, a portion of Lots 7, 9, 14 and a portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Lots 8 and 10 and a portion of Lot 9 in Section 31, Lots 4, 5 and 6 in Section 32, Township I North, Range 37, East Boise Meridian, Bingham County, Idaho, more particularly described as follows:

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TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 2/17/2012

Seth A. Cannon
Seth A. Cannon

Keith C. Wilson
 ROCKY MOUNTAIN ENVIRONMENTAL ASSOCIATES, INC.
 482 Constitution Way, Suite 303
 Idaho Falls, Idaho 83402
 Telephone: (208) 524-2353
 Facsimile: (208) 524-1795

OXBOW PARTNERS LLC AND NEW SWEDEN IRRIGATION DISTRICT USER AGREEMENT

THIS USER AGREEMENT (the "Agreement") is made and entered into as of the 27th day of February, 2012, by and between OxBow Partners LLC, an Idaho Limited Liability Company, whose address is P.O. Box 3093, Idaho Falls, ID 83403, (hereinafter, the "OxBow Farm"), and New Sweden Irrigation District, whose address is 2350 W 1700 S, Idaho Falls, ID 83402 (hereinafter, "New Sweden"). Collectively, the above entities are hereinafter referred to as the "Parties."

RECITALS:

1. OxBow Farm is the owner of property located in portions of the SE ¼ of Sec 30, T01N, R37E, B.M. (PLS) within the service area of New Sweden. The property has historically been irrigated from canals of New Sweden. OxBow Farm maintains annual assessments for New Sweden for continued irrigation of the property.
2. Irrigation through ditches from the New Sweden canal has proven to be inefficient. Oxbow Farm desires to eliminate the inefficiency of the ditches from the canal and resolve the inefficiency of their current pressurized sprinkler irrigation system.
3. OxBow Farm proposes to install a pump directly on the Snake River from which to divert its portion of New Sweden water.
4. New Sweden requires that a lockable controlling works be installed and that New Sweden be allowed access to and the ability to control the pump in the case that assessments are not paid according to the bylaws of the irrigation district.
5. An additional point of diversion on the Snake River for diversion of New Sweden's water rights will require the approval of an Application for Transfer from the Idaho Department of Water Resources.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties agree as follows:

1. PURSUIT OF THE APPLICATION. As a condition precedent to the performance of any provision under this agreement, OxBow Farm shall, at its sole cost and expense, pursue and receive approval of the application for transfer (hereinafter "Application") and any amendments thereto. To the extent the Application is denied, and OxBow Farm exhausts all administrative and legal remedies it may pursue at its sole discretion and the Application remains denied, then this agreement shall be null and void and of no further effect. Furthermore, to the extent the Application is approved with conditions unacceptable to OxBow Farm, OxBow Farm may, in its sole discretion, voluntarily withdraw or surrender the Application and its associated permit, and this Agreement shall likewise be of no further force or effect.
2. OWNERSHIP. Ownership of water right(s) will be retained by New Sweden. Oxbow Farm will continue and remain current on assessments with the New Sweden.
3. INFRASTRUCTURE. OxBow Farm, at its sole cost and expense, shall install and maintain in working order, all infrastructures necessary for the delivery of water to the subject property, including, but not limited to, lockable controlling works, pumps, pipelines, measuring devices, headgates, etc.
4. WATER MEASUREMENT. Water diversion measurements shall be made available daily or as is agreeable to Parties. Diversion shall not exceed 1.62 cfs, and a total maximum diversion volume of 243 AFA.
5. INDEMNIFICATION AND ASSUMPTION OF LIABILITY:
 - a. Indemnification: To the extent OxBow Farm's Point of Diversion causes any property damage, injury, or death, Oxbow Farm hereby agrees to defend and indemnify New Sweden against and to hold New Sweden harmless from any and all claims and demands, including but not limited to, claims or demands for loss of or damage to property or injury or death to any person from any cause whatsoever from OxBow Farm use of the Point of Diversion.
 - b. Indemnification for Environmental Harm or Injury: To the extent OxBow Farm's Point of Diversion causes environmental harm, Oxbow Farm hereby agrees to defend and indemnify New Sweden against and to hold New Sweden harmless from any and all claims or demands for environmental damage from any cause whatsoever from Oxbow Farm use of the Point of Diversion
6. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement. It supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement, and it cannot be altered or amended except by an instrument in writing, signed by the Parties.

7. REVOCABILITY. Parties may revoke this agreement by mutual consent through an instrument in writing, signed by the Parties.
8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Parties and their respective heirs, legal representatives, agents, successors in interest and assigns and shall inure to the benefit of such persons.
9. COOPERATION. Each party agrees to cooperate with the other in preparing and filing the necessary documents, or taking other actions, to properly achieve the purposes of this Agreement.
10. HEADINGS. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
11. NOTICES. Any notice given in connection with the Agreement must be in writing and must be given by personal delivery, overnight delivery, confirmed facsimile or United States certified or registered mail, addressed to the Parties at the following addresses:

OXBOW FARM: OxBow PARTNERS LLC
 P.O. BOX 3093
 IDAHO FALLS, ID 83403

WITH A
 COPY TO:

NEW SWEDEN: NEW SWEDEN IRRIGATION DISTRICT
 2350 W 1700 S
 IDAHO FALLS, ID 83402

Notice is deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused.

12. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
13. COUNTERPARTS/FACSIMILE. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

14. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
15. ATTORNEYS' FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.
16. GOVERNING LAW. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the Parties have each caused their names and seals to be appropriately affixed by duly authorized representatives the day and year first above written.

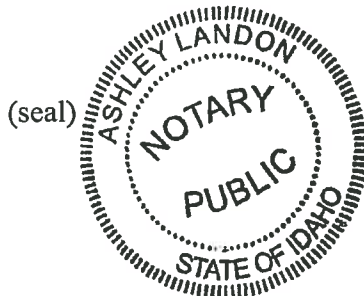
OXBOW PARTNERS LLC

By: Seth Cannon
 Its: _____

STATE OF IDAHO)
)ss.
 County of Bonneville)

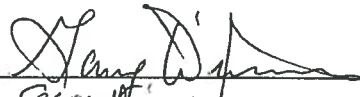
On this 22 day of February, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Seth Adam Cannon, known or identified to me to be the partner(s) of OxBow Partners LLC, an Idaho Limited Liability Company, who executed this instrument on behalf of said Limited Liability Company and acknowledged to me that such company 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.



Ashley Landon
 Notary Public for Idaho
 Residing at: Boise, ID
 My commission expires: 11/10/17

NEW SWEDEN IRRIGATION DISTRICT

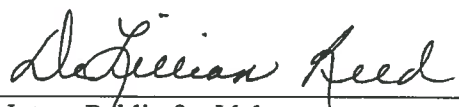

 By: Gary Dixon
 Its: Vice-chairman

STATE OF IDAHO)
)ss.
 Counties- Bingham &
 County of Bonneville)

On this 27th day of February, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Gary Dixon, known or identified to me to be the Vice-chairman of the New Sweden Irrigation District who executed this instrument on behalf of said Irrigation District and acknowledged to me that such Irrigation District 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.




 Notary Public for Idaho
 Residing at: Idaho Falls, Idaho
 My commission expires: 1/24/2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____
New Sweden Irr. Dist.

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 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 #1-9.

- ☐ ☒ #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 transfer applicant as the current water right owner. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #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 <http://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.
- ☐ ☒ #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 Other. Please describe: Oxbow Partners LLC Dept 8 Agreement with New Sweden Irrigation District

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