

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 77510 RECEIVED

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

SEP 13 2011
Department of Water Resources
Eastern Region

Name of Applicant(s) Stan ^{and} Linn Hawkins Phone (208) 313-5995Mailing address PO Box 367, Ucon, ID 83454 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.

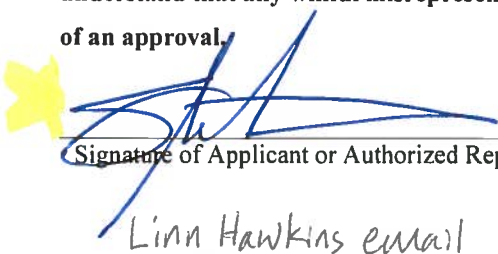
☐ No Representative

Name of Representative _____ Phone _____

Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


 Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

 Linn Hawkins email
 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**. Partial decree for 25-4056 listed the POD in the wrong section. This transfer will correct the POD to _____ identify the spring box that has been in existence for decades. The POU will be updated to identify the _____ entire parcel associated with the home.

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 ☒ ☐	25-4056	0.04 cfs **	Domestic	1/1 to 12/31	Spring trib to Canyon Creek
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.04 cfs and/or _____ ac-ft

2. Total amount of water proposed to be transferred or changed 0.04 cubic feet per second and/or _____ 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 #
		NE	NW	NW	29	01S	40E	Bonneville	Spring	

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	
01S	40E	20											X	X					N/A

Total Acres (for irrigation use) _____ N/A

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:

Concrete spring box piped to home with outside hydrants. System has been in place for decades.

- b. Who owns the property at the point(s) of diversion? Dale and Maria Meyer

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
2006 Agreement allows Applicant to use water from spring.

- 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:

No change. Water will continue to be used at the same POU (home). This transfer is simply meant to update water right record to reflect the historic use of the water right.

- 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:

None.

- 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:

77510

Hawkins Transfer



0 0.15 0.3 0.6
Miles

Legend

- Township/Range
- Sections
- QQ

2009 Aerial Photography
Map prepared on August 30, 2011



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

9/8/2011

WATER RIGHT NO. 25-4056

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ELSIE M ROBISON
Current Owner	THOMAS E ROBISON
	1210 ALAMEDA
	IDAHO FALLS, ID 83401

Priority Date: 05/01/1912

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	CANYON CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

SPRING|NWNW|Sec. 20|Township 01S|Range 40E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: DOMESTIC BONNEVILLE 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>
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01S | 40E | 20 | | SWSW | | | | | | | | | |

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP01S40E202401

Dates:

Licensed Date:

Decreed Date: 03/26/1999

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: AND

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre:

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

Cefalo, James

From: LINN HAWKINS [linnhawkins@prodigy.net]
Sent: Wednesday, September 14, 2011 5:29 PM
To: Cefalo, James

Dear Mr. Cefalo,

Anything regarding water right documents signed by my husband Stan Hawkins that require my signature are to be deemed as signed by me also.

Sincerely, Linn Hawkins

ROBERT L. CROWLEY, JR.
Attorney at Law
118 North Clark Street
P.O. Box 387
Rigby, Idaho 83442
(208) 745-6656

JUN 30 8 19 PM '89

DIST COURT
DIVISION
COUNTY
IDAHO

765
100
100
100

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

MAGISTRATES DIVISION

IN THE MATTER OF THE ESTATE OF

Case No. E-2771

DECREE VESTING ESTATE
IN SURVIVING SPOUSE

THOMAS E. ROBISON,

Deceased.

Upon consideration of the Petition for Summary Administration of
Estate in which Surviving Spouse is Sole Beneficiary filed by
ELSIE M. ROBISON on June 1, 1989, the Court finds
that:

1. The facts set forth in the Petition are true.
2. The required notice has been given or waived.
3. The decedent, THOMAS E. ROBISON, died on December 21, 1988,
domiciled in Bonneville County, Idaho.
4. Venue is proper.
5. The decedent and ELSIE M. ROBISON were duly married in
Pocatello, Bannock County, Idaho, on April 12, 1930, and
remained married until the date of decedent's death.
6. The surviving spouse, ELSIE M. ROBISON, is the sole heir
or devisee of the decedent.
7. The decedent died testate.
8. The schedule of property attached to this Decree is a full
and complete inventory of the property owned by the decedent
and properly characterizes the property as community or
separate property.

THEREFORE, it is ordered, adjudged and decreed as follows:

1. ELSIE M. ROBISON is the surviving spouse of the decedent and is the sole heir or devisee of the decedent.
2. The property of the decedent described on the schedule attached to this Decree is hereby vested in and distributed to ELSIE M. ROBISON free and clear of all right, title, claim, or demand of any person or persons claiming or attempting to claim under the estate of the decedent as heir, devisee, or otherwise, except as a proper creditor.
3. The surviving spouse shall assume and be liable for any and all indebtedness that might be a claim against the estate of the decedent.
4. There shall be no administration of the estate of the decedent.

DATED: June 30, 1917

MAGISTRATE

FILED
JUN 30 1917

Wm. M. McKay

DECREE
Page 2

SCHEDULE OF PROPERTY

All of the following described property is community property:

REAL PROPERTY:

That certain real property situate in Bonneville County, Idaho, which is more particularly described as follows, to-wit:

All in Township 1 South, Range 40 East Boise Meridian.

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, also a triangular tract in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows: Commencing at the center of said Section 17, thence North 933.38 feet, thence South 45° West 1320 feet to the half Section line; thence East on the half Section line 933.38 feet to the place of beginning.

Less the following: Beginning at a point that is North along the Section line 1510.66 feet from the SW Corner of Section 17, Township 1 South, Range 40 E.B.M., and running thence North 503.07 feet; thence North 60°29'41" East 469.13 feet; thence South 15°04'07" East 128.36 feet; thence South 49°48'13" West 646.26 feet to the point of beginning, containing 4.56 acres, more or less.

Section 19: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 20: W $\frac{1}{2}$ less the following: beginning at the Southwest Corner of Section 20, thence East 70 rods, thence North 23 rods, thence West 70 rods, thence South 23 rods to the point of beginning.

Also less:

Tract I: Beginning at a point North 89°49' West along the Section line 705 feet, and North 4°46' East, 220 feet from the South Quarter Corner of Section 20, Township 1 South, Range 40 E.B.M., thence North 4°46' East 117 feet, thence North 88°16' East 45.5 feet to the point of beginning, being part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, in Bonneville County, Idaho.

Tract II: Bonneville County, Idaho

Beginning at a point North 89°49' West, along the section line 705 feet and North 4°46' East 199 feet, from the South Quarter Corner of Section 20, Township 1 South, Range 40 E.B.M., thence North 4°46' East 188 feet, thence North 88°03' West 93 feet, thence South 5°20' West 192.5 feet, more or less, thence North

88°16' East 94.5 feet, more or less to the true point of beginning.

Value: \$217,400.00

That certain real property situate in Idaho Falls, Bonneville County, Idaho, which is more particularly described as follows, to-wit:

lot 4, Block 7, Bel Aire Subdivision #2

Value: \$23,000.00

PERSONAL PROPERTY:

Miscellaneous bank accounts and certificates of deposits

Miscellaneous household goods and furnishings

1977 Ford pick-up truck, VIN #F15JRY-07,729

1985 Buick Lesabre automobile, VIN #164BP69Y4FX488462

1954 Massey Ferguson 50 gasoline tractor

Miscellaneous equipment and tools, including but not limited to, John Deere lawn mower, weed sprayer, post hole digger, scraper, and push lawn mower

Miscellaneous personal belongings and effects

Horseshoe brand

SCHEDULE OF PROPERTY
Page 2

INSTRUMENT NO.	769572
DATE	6-30-89
INST CODE	340
FILE NO.	769572-01
FEE	10
STATE OF IDAHO) COUNTY OF BONNEVILLE) SS	
I hereby certify that the within instrument was recorded.	
Ranald Longmore, County Recorder	
By <i>Harsh</i>	
Request of <i>P</i>	

76.2.30.8

WARRANTY DEED

THIS INDENTURE, made this 7th day of November, 1989, between ELSIE M. ROBISON of 1210 Alameda, Idaho Falls, County of Bonneville, State of Idaho, the party of the first part; and BRENT ELKINGTON and SANDRA ELKINGTON, husband and wife, of 1316 Bone Road, Iona, County of Bonneville, State of Idaho, and KEITH ELKINGTON and CHERYL ELKINGTON, husband and wife, of 5080 E. Sunnyside, Idaho Falls, the parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS lawful money of the United States of America, and other good and valuable consideration to the party of the first part in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, and convey and confirm unto the said parties of the second part, and to the parties of the second parts' heirs and assigns forever all of the following described real estate situate in the County of Bonneville, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT "A" WHICH IS BY REFERENCE HERETO INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof, and all estate, right, title, and interest in and to said property, as well in law as in equity, of said party of the first part.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances unto the parties of the second part, and to parties of the second parts' heirs and assigns forever. And the said party of the first part, and said party of the first part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said parties of the second part, and parties of the second parts' heirs and assigns, against the said party of the first part, and the party of the first part's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereunto has set her hand.

Elsie M. Robison
ELSIE M. ROBISON

EXHIBIT "A"
(To Warranty Deed)

That certain real property situate in Bonneville County, Idaho, which is more particularly described as follows, to-wit:

All in Township 1 South, Range 40, East Boise Meridian.

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, also a triangular tract in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows: Commencing at the center of said Section 17, thence North 933.38 feet, thence South 45° West 1320 feet to the half Section line, thence East on the half Section line 933.38 feet to the place of beginning.

Less the following: Beginning at a point that is North along the Section line 1510.66 feet from the SW Corner of Section 17, Township 1 South, Range 40 E.B.M., and running thence North 503.07 feet; thence North 60°29'41" East 469.13 feet; thence South 15°04'07" East 328.30 feet; thence South 49°48'13" West 646.26 feet to the point of beginning.

Section 19: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 20: W $\frac{1}{2}$ less the following: beginning at the Southwest Corner of Section 20, thence East 70 rods, thence North 23 rods, thence West 70 rods, thence South 23 rods to the point of beginning.

ALSO LESS:

Beginning at a point North 89°49' West, along the section line 705 feet and North 4° 46' East 199 feet, from the South Quarter Corner of Section 20, Township 1 South, Range 40 E.B.M., thence North 4°46' East 188 feet, thence North 88°03' West 93 feet, thence South 5°20' West 192.5 feet, more or less, thence North 88°16' East 94.5 feet, more or less, to the true point of beginning.

SUBJECT TO:

Accruing general taxes and assessments.

Easements and Rights of Way for highways, roads, ditches, canals, pole, power, and transmission lines as they exist.

Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.

All patent reservations and all protective covenants, zoning ordinances, building codes, laws and regulations which affect the described premises.

STATE OF IDAHO)

County of Bonneville)

: ss.

On this 7th day of November, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ELSIE M. ROBISON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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 written.



[Signature]
Notary Public for Idaho
Residing at: Rigby, Idaho
My Commission Expires: 4/10/92

INSTRUMENT NO.	<u>962365</u>
DATE	<u>3-6-91</u>
INST CODE	<u>205</u>
FIGURE NO.	<u>13457-35</u>
FEES	<u>9.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss.	
I hereby certify that the within instrument was recorded.	
Recorded Longman	
by <i>[Signature]</i> Deputy	
Request of <i>[Signature]</i>	

WARRANTY DEED
Page 2

38 PM 5 AM 10 21

BONNEVILLE COUNTY
RECORDER

962808

1316 Tony R. d. Vol. 13427

WARRANTY DEED

KEITH ELKINGTON and CHERYL ELKINGTON, husband and wife, and BRENT ELKINGTON and SANDRA ELKINGTON, husband and wife, as GRANTOR

for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

JASON WILDE, a married man, as GRANTEE,
whose address is 1540 N. Yellowstone, Idaho Falls, Id 83401 and Charles's successors and assigns, all of the following described real property, to-wit:

Beginning at the Southwest Corner of Section 20, Township 1 South, Range 40 East of the Boise Meridian, Bonneville County, Idaho, said point being a G.L.O. Iron Pipe and Brass Cap, recorded as Instrument No. 670713, records of Bonneville County, Idaho; thence S89°46'44"E along the South line of said section 1155.00 feet to the POINT OF BEGINNING; thence N06°13'16"E 528.31 feet; thence S89°46'44"E 1030.86 feet to the centerline of the now existing Bone Road; thence following said centerline of road S50°37'48"W 9.77 feet; thence S46°03'17"W 51.48 feet; thence S37°51'54"W 51.38 feet; thence S31°03'43"W 50.81 feet; thence S28°14'23"W 14.63 feet; thence leaving centerline of road S89°37'53"W 201.12 feet; thence S5°22'16"W 192.50 feet; thence N88°18'16"E 94.50 feet; thence S89°46'44"E 53.22 feet to the centerline of the now existing Bone Road; thence following said centerline of road S13°05'46"W 36.60 feet; thence S13°07'03"W 51.35 feet; thence S10°35'27"W 50.67 feet; thence S9°06'31"W 50.70 feet; thence S7°49'16"W 12.81 feet to a point on the South line of Section 20; thence N89°46'44"W along South line of said Section 813.12 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Beginning at a point that is S89°46'44"E along the Section line 1155.00 feet from the Southwest Corner of Section 20, Township 1 South, Range 40 East of the Boise Meridian, Bonneville County, Idaho; running thence S89°46'44"E 782.36 feet to point on the West right of way line of the Bone Road that is N89°46'44"W along said Section line 703.80 feet from the South Quarter Corner of said Section 20; thence N4°48'16"E along said Bone Road a distance of 199.00 feet; thence S88°18'16"W 94.50 feet; thence N5°22'16"E 192.50 feet; thence S89°37'53"W 721.03 feet; thence S0°13'16"W 379.50 feet to the point of beginning.

SUBJECT TO the 2004 and subsequent years general taxes and assessments, all existing patent reservations, easements, right-of-ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

Grantor, for himself and his successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and the Grantee has hereunto set his hand and seal, this 28th day of May, 2004.

Dated: May 28, 2004

Keith Elkington
Keith Elkington

Brent Elkington
Brent Elkington

Cheryl Elkington
Cheryl Elkington

Sandra Elkington
Sandra Elkington

STATE OF IDAHO

COUNTY OF Bonneville

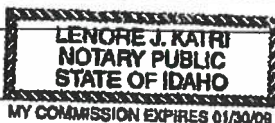
On May 28, 2004

, before me, the undersigned, personally appeared Keith Elkington and Cheryl Elkington, Brent Elkington and Sandra Elkington

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Ronald Longworth
Notary Public for the State of Idaho

Commission Expires Date: _____



INSTRUMENT NO.	1154173
DATE	6/2/04
INST. CODE	305
PAYED FEE	\$0
FEE	\$0
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded	
Ronald Longworth, County Recorder	
By	<i>R. Longworth</i>
Deputy	
Request of	<i>amt</i>

AmeriTitle

WARRANTY DEED

COPY

GARY ADAMS and MARILYN ADAMS, husband and wife
as GRANTOR,

for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
JASON WILDE, a married man, as GRANTEE,

whose address is _____, and Grantee's successors and assigns, all of the following described real property, to-wit:

Beginning at a point that is S89°46'44"E along the Section line 1155.00 feet from the Southwest Corner of Section 20, Township 1 South, Range 40 East of the Boise Meridian, Bonneville County, Idaho; running thence S89°46'44"E 782.26 feet to point on the West right of way line of the Bone Road that is N89°46'44"W along said Section line 705.00 feet from the South Quarter Corner of said Section 20; thence N4°48'16"E along said Bone Road a distance of 199.00 feet; thence S88°18'16"W 94.50 feet; thence N5°22'16"E 192.50 feet; thence S89°37'53"W 721.03 feet; thence S0°13'16"W 379.50 feet to the point of beginning.

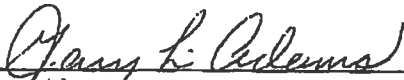
SUBJECT TO the 2004 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

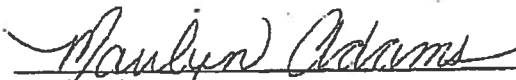
Grantor, for himself and his successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated: May 28, 2004



Gary Adams



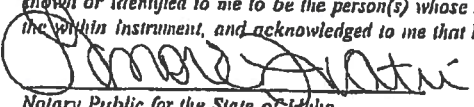
Marilyn Adams

STATE OF IDAHO)

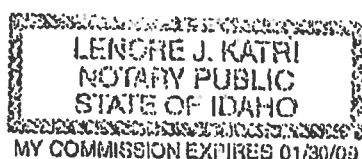
COUNTY OF Bonneville) ss

On May 28, 2004, before me, the undersigned, personally appeared
Gary Adams and Marilyn Adams

known or identified to me to be the person(s) whose name(s) is/are subscribed to
the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public for the State of Idaho
Commission Expiration Date: _____



AmeriTitle

77510

GRANT DEED

THIS INDENTURE is made this 13 day of September, 2011, by JASON WILDE and KATIE WILDE, husband and wife, collectively the "Grantor", to STAN HAWKINS and LINN HAWKINS, husband and wife, whose mailing address is P.O. Box 367, Ucon, Idaho 83454, collectively the "Grantee".

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, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described real property in the County of Bonneville, State of Idaho, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 40, EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID POINT BEING A G.L.O. IRON PIPE AND BRASS CAP, RECORDED AS INSTRUMENT NO. 670713, RECORDS OF BONNEVILLE COUNTY, IDAHO; THENCE SOUTH 89°46'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 1155.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°13'16" EAST 528.31 FEET; THENCE SOUTH 89°46'44" EAST 1030.86 FEET TO THE CENTERLINE OF THE NOW EXISTING BONE ROAD; THENCE FOLLOWING SAID CENTERLINE OF ROAD SOUTH 50°37'48" WEST 9.77 FEET; THENCE SOUTH 46°03'17" WEST 51.48 FEET; THENCE SOUTH 37°51'54" WEST 51.38 FEET; THENCE SOUTH 31°03'43" WEST 50.81 FEET; THENCE SOUTH 28°14'23" WEST 14.63 FEET; THENCE LEAVING CENTERLINE OF ROAD SOUTH 89°37'53" WEST 201.12 FEET; THENCE SOUTH 5°22'16" WEST 192.50 FEET; THENCE NORTH 88°18'16" EAST 94.50 FEET; THENCE SOUTH 89°46'44" EAST 53.22 FEET TO THE CENTERLINE OF THE NOW EXISTING BONE ROAD; THENCE FOLLOWING SAID CENTERLINE OF ROAD SOUTH 13°05'46" WEST 36.60 FEET; THENCE SOUTH 13°07'03" WEST 51.35 FEET; THENCE SOUTH 10°35'27" WEST 50.67 FEET; THENCE SOUTH 9°06'31" WEST 50.70 FEET; THENCE SOUTH 7°49'16" WEST 12.81 FEET TO A POINT ON THE SOUTH LINE OF SECTION 20; THENCE NORTH 89°46'44" WEST ALONG SOUTH LINE OF SAID SECTION 813.12 FEET TO THE POINT OF BEGINNING.

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, restrictive covenants and matters of record, all applicable zoning

ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

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 said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the property and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing this 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.

GRANTOR:



JASON WILDE



KATIE WILDE

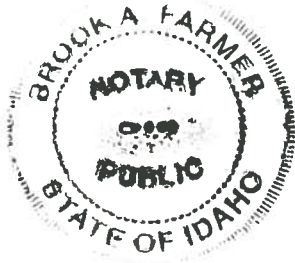
G:\WPDATA\CAH\16190 - BONE STORE\Grant Deed_Wilde to Hawkins v01.wpd

STATE OF IDAHO)
County of Donnville)ss.

On the 13 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared JASON WILDE, known or identified 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 the day and year in this certificate first above written.

(seal)



Brook A. Farmer
Notary Public for Idaho
Residing at Idaho Falls ID 83401
My Commission Expires: 9-17-2016

STATE OF IDAHO)
County of Donnville)ss.

On the 13 day of September, 2011, before me the undersigned, a notary public in and for said State, personally appeared KATIE WILDE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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)



Brook A. Farmer
Notary Public for Idaho
Residing at Idaho Falls ID 83401
My Commission Expires: 9-17-2016

C13-5995
Stan Hawkins

ATTN:

Cade

TNEVILLE COUNTY RECORDER
1215433 FEB22'06 AM1047

525-7177

WATER RIGHT SETTLEMENT AGREEMENT

CADE

THIS WATER RIGHT SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 3rd day of February, 2006, by and between JASON C. WILDE and KATIE WILDE, husband and wife, and STAN HAWKINS and LINN HAWKINS, husband and wife (hereinafter referred to as "Hawkins") and DALE and MARLA MEYER and GREEN VALLEY RANCH, INC., an Idaho corporation with its principal place of business located at 1415 Bone Road, Iona, Idaho 83427 (hereinafter collectively referred to as "GVR"). The foregoing are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

A. The Parties' water rights are presently being adjudicated in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, Case No. 39576 in the Matter of the Snake River Basin Adjudication ("SRBA").

B. The Parties (or their predecessors) have each submitted water right claims within Basin 25 in the pending SRBA. IDWR was submitted Water Right Recommendations in the Basin 25 Director's Report filed with the SRBA District Court with respect to each of said claims and certain parties have filed objections thereto.

C. The Parties claim certain domestic and stock water rights: GVR rights are those described in Water Right Nos. 25-14078 in the amount of .04 cfs and 25-13831 in the amount of .02 cfs and 25-04040 in the amount of .02 cfs; GVR's principals, Dale and Marla Meyer, also have claimed rights as described in Water Right No. 25-04099 in the amount of .04 cfs and 25-04098, in the amount of .02 cfs; and Hawkins' rights are those described in Water Right No. 25-4058⁶ in the amount of .04 cfs (hereinafter collectively "Claims").

D. Even though Parties have received partial decrees upon most of these rights, it has now been claimed that some of the Parties' water right records may be incorrect insofar as "point of diversion" and "places of use" are concerned. Furthermore, there has arisen a dispute between the Parties as to whether the Parties' predecessors in interest had made certain agreements of

subordination as to priority rights of the respective claims and whether all of the claims are valid or have been forfeited.

E. The Parties desire to enter into this Agreement for the purpose of fully compromising and settling the Parties' pending claims and objections in Basin 25 and to describe the rights and responsibilities each Party has in the present concrete spring box upon Canyon Creek, a tributary of Willow Creek (hereinafter "Spring").

F. The legal description of the properties of Green Valley Ranch, Inc., to which this Agreement applies and to which the water herein is appurtenant is as follows:

Section 29: Township 1 South, Range 40 East, Bonneville County, Idaho:
NE1/4 NW1/4 NW1/4

Section 20: SE1/4SW1/4SW1/4

G. The legal description of the property for Stan Hawkins, to which this Agreement applies and to which the water is appurtenant is attached hereto as Exhibit "A", and by this reference made a part hereof as though fully set forth herein.

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED among the Parties as follows:

★ 1. Joint Use of Single Point of Diversion.

The Parties to this Agreement agree that regardless of the location which is described in each of their present claims or which have been partially decreed by the Court from said claims, each claim's point of diversion has actually been accomplished from the location described below where the present concrete spring box structure exists:

Section 29: Township 1 South, Range 40 East, Bonneville County, Idaho:
NE1/4 NW1/4 NW1/4, GS N 43°18'39.6"; W 111°47'54.8"

2. Claims to be Amended with Correct Points of Diversion and Places of Use.

Each of the Parties' claims will be amended to meet the terms of this Agreement as to the correct points of diversion (the above described concrete spring box) as well as places of use, and thereafter submitted to the Court for its approval. The said amended claims are hereby approved by

and among the Parties as per the terms and conditions herein, and shall include only domestic and stock water rights with periods of use commencing January 1 through December 31 of each year, which should be partially decreed by the Court accordingly.

3. Priority Dates of Claims to Remain the Same. Yet Subordinated to Equality of Rights.

Each Party's claims have their own unique and differing quantities and priority dates based upon its historical beginning of use. Notwithstanding this fact, the Parties hereby agree that the water rights of the Parties shall be diverted and delivered in the following manner:

Hawkins' water right no. 4056 shall be allowed to divert water up to the cumulative total of GVR's water rights no. 25-14078, no. 25-13831 and 25-04040 (when combined with all other rights described in paragraph C in the Recitals above including Dale and Marla Meyer's right numbers 45-04098 and 45-04099 are allowed to divert (and vice versa), up to the lesser of one half of the capacity of the spring or one half of the maximum diversion allowed by law under the combined rights. In other words, each Party, regardless of a water rights' priority date and total quantity which they presently own, may only divert the same amount of water from the concrete spring box as the other Party is allowed to divert. In effect, this agreement could result in a delivery of water to Hawkins that may be deliverable under GVR and/or Meyer's water rights providing the higher diversion rates, and could also result in a delivery of water to GVR and Meyers that is only available under Hawkins' water right that has an earlier priority date.

Neither Party has the right to make a "call" upon the other Party unless the other Party is taking more than half of the water available from the concrete spring box. Further, the Parties hereby declare the spring to be fully appropriated, and agree to make no further claim to water, or initiate a transfer, or take any action that may diminish the water available for diversion at this location. The Parties agree to actively oppose any third party claims that may be initiated at this point of diversion or anywhere else that can be shown to affect the volume of water available for diversion at the spring box.

4. Reconstruction of Concrete Spring Box.

The Parties understand and agree that in order to provide for the terms of this Agreement, the concrete spring box must be reconstructed in a manner which will put the Parties on equal

footing for diversion rights and which will allow for potable water use from the spring. Therefore, the Parties agree to hire Mountain River Engineering or other agreed on firm to develop a plan for the said reconstruction of the concrete spring box, which shall follow the following basic rules:

- a1. Providing potable water.
- a2. Providing a stock water trough that doesn't conflict with potable water.
- a3. Providing sustainability of the improvements.
- b. The historical configuration of this spring development has been to provide water to three diversion pipes on a "demand" basis with the excess overflowing from an overflow pipe and immediately flowing away down gradient. The historical configuration will continue except that only two pipes will receive water.
- c. Two 2" domestic pipes capable of providing the equal water rights of the Parties shall be provided in the box in such a manner so as to allow both parties to draw equally from the water arising within the box from the spring while at the same time maintaining the historical water elevation as evidenced by the present overflow pipe. An overflow pipe shall be maintained at the top of the box to allow excess water to drain out into the natural channel of the spring down gradient from the box or recaptured by GVR for stock water trough purposes in a manner consistent with Paragraph 4(a) above.
- d. Subject to complying with any water quality laws and the engineering requirements, the present box shall be modified or replaced to eventually provide for a sealed cap over the present concrete box with a manhole placed there to allow human access. The outside of the box shall then be buried with earth.
- e. Subject to engineering requirements, a "seal" will be constructed, to capture the water produced at the spring, down gradient from the spring. A berm of earth shall be placed around the perimeter of the spring and the box in such a manner so as to divert any contaminating surface drainage around the box and the spring above the box.
- f. A fence shall be constructed around the spring outside of the berm and around and above the box itself in such a manner so as to keep cattle and others from damaging or interfering with the quality of water in the box. The fence shall be of no more in radius from the box

than what is recommended by the engineer or twenty-five (25) feet, whichever is less. The sole exception to the radius requirement is below the box which shall be no greater than eight (8) feet, unless additional distance is required by the approved engineering firm.

g. The construction of the box, fence, and earth fill, together with all other incidental costs incurred in the reconstruction described above shall be borne by the Parties equally. It is anticipated to begin in the spring of 2006. Before any construction may occur, the plans therefor must be agreed upon by the Parties and a written outline drafted and provided to the Parties' respective legal counsel. In order to reduce costs, the Parties may agree to perform work themselves, provided all Parties agree and provide notice to their respective legal counsel, prior to any such work being performed. If at any time in the future, modifications to this plan are necessary to meet the requirements of quality or quantity of water available under this agreement, the Parties agree to cooperate to effect those modifications.

h. Except for the limited rights that pertain to the water right held by Hawkins, Hawkins is not given any other right of access to GVR's property without the express consent of GVR's principal owners. Access to the fenced area around the spring box is allowed as outlined in this Agreement, while all other access to GVR property by Hawkins is expressly not allowed.

5. Maintenance and Notice of Access to Concrete Spring Box.

Upon the completion of the initial construction of the concrete spring box, any and all required maintenance and construction to maintain the spring and improvements for their intended use, shall be borne equally between the Parties. Equal access shall be given to the Parties to the area within and around the proposed fence for normal maintenance, inspection and operations. However, neither Party shall access the area within the fence to be constructed around the box with the intent to service, modify, change, or otherwise perform reconstruction work on either the spring, or other improvements without first giving reasonable prior notice to the other party of the reason for access and the intended result sought by the access. Any work that may necessarily involve the use of a backhoe or other heavy equipment requires the Parties' prior consultation and agreement. Agreement and consent to necessary access may not be unreasonably withheld for necessary work required to keep the spring in a condition that will meet the intent of this Agreement. The Parties

may each independently "check" the spring box whenever there is a problem with flow or pressure or there is a problem visually obvious, and do seasonal start and stop flow operations; provided, it is done without vehicular access by Hawkins.

Should access be required due to a plug or other condition requiring immediate attention, in either Party's delivery system and the other Party is unreachable by phone and not otherwise immediately available for any reason, then the accessing party may access the spring box and restore water delivery providing it doesn't cause undue disturbance to the water quality of the spring box. Once the water delivery is restored, the accessing Party shall properly replace all covers and notify the other Party as soon as practicably possible of the access and work performed.

6. Diversion Pipe Maintenance and Modifications.

The Parties are fully responsible for construction costs for improvements necessary on their own property for their own needs including their own construction, repair, maintenance or replacement costs incurred by the diversionary pipes leading from the spring box to the Parties' individual places of use; provided, however, that the method of diversion out of the spring box will be provided in such a way to maintain the historical elevation of the water in the spring box while providing equal water quantities to the Parties' 2" delivery pipes in order to insure that neither Party may draw more water from the spring box 2" pipes than the other Party. Any plan to replace a pipe to Hawkins' property which must necessarily be buried on lands owned by GVR outside of the fenced area must be installed with the consideration that the natural character of the grounds must not be disturbed any more than is absolutely necessary, and initially done during the construction stage.

7. Withdrawal of Objections.

All objections of all parties to all water right claims, as modified to conform to the terms of this Agreement, are hereby withdrawn.

8. Partial Decrees.

All of the Parties' water right claims, as modified to conform with the terms of this Agreement, shall be presented to the Court as reflected in the decree or claims referred to herein. It is intended the "Other Provisions Necessary" of the Parties' claims as finally decreed shall

contain a reference to this recorded Agreement and administered accordingly.

9. Capacity to Execute Agreement.

The Parties warrant and represent that the person executing this Agreement is empowered to do so on behalf of each company or entity and thereby binds such entity by signing this Agreement.

10. Waivers.

The failure to object to any breach of any term or condition in this Agreement shall not constitute a waiver and no failure to object shall be deemed a waiver of any prior or subsequent breach.

11. Entirety of Agreement.

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and oral agreements. No promise or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance on any statement or representation by any other Party or their agent.

12. Cooperation.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force to the basic terms and intent of this Agreement.

13. Modification.

This Agreement may be amended or modified only by a written agreement signed by each of the Parties to this Agreement.

14. Covenant Running with the Lands of the Parties.

It is understood and agreed that this Agreement shall be a covenant running with the lands of the Parties, which lands are described in the attached Exhibit "A", and shall inure to the benefit of said lands. This Agreement shall be recorded in the official records of Bonneville County, Idaho.

15. Signatures and Binding Effect.

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly-authorized representatives, have executed this Agreement and certify that they have read, understood, and agree

to the terms and conditions of this Agreement as set forth herein and that they are the titled owner of the respective lands described in Exhibit "A".

This Agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

16. Attorney's Fees.

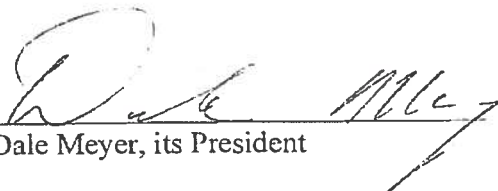
In the event either Party hereto shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting Party agrees to pay the prevailing Party's reasonable attorney's fees.

17. Binding Agreement.

Should for any reason IDWR and/or SRBA Court reject any substantive term, neither Party shall be bound by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

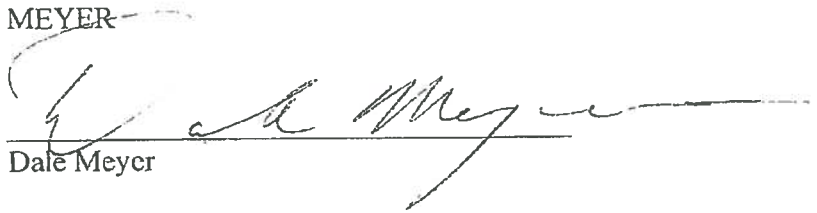
GVR


By: Dale Meyer, its President

Attest:

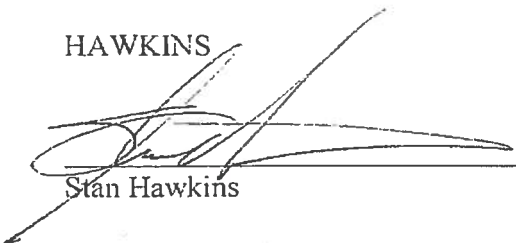

By: Marla Meyer, its Secretary

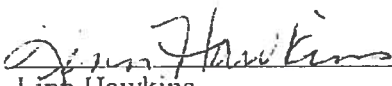
MEYER

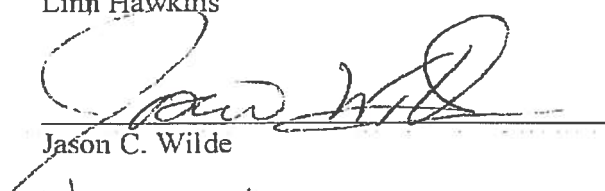

Dale Meyer

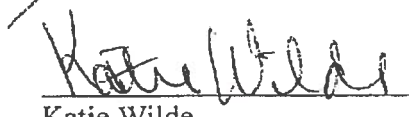

Marla Meyer

HAWKINS


 Stan Hawkins


 Linn Hawkins

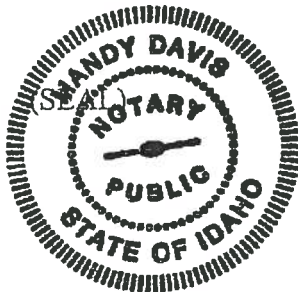

 Jason C. Wilde


 Katie Wilde

STATE OF IDAHO)
 :SS
 County of Blaine)

On this 7 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE W. MEYER and MARLA L. MEYER, known to me to be the President and Secretary of GREEN VALLEY RANCH, INC., the corporation that executed the foregoing instrument and acknowledged to me that such corporation 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.



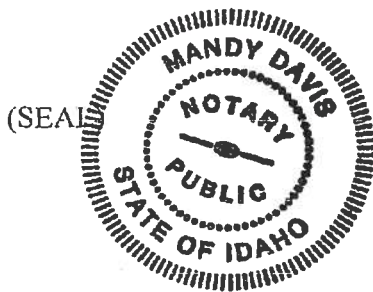
 Notary Public for Idaho
Residing at: ST Anthony, IDMy Commission Expires: 6-24-11

INSTRUMENT NO.	1215433
DATE	2-22-06
UNIT CODE	819
AMOUNT FOR	11
FEE	33.00
STATE OF IDAHO	
COUNTY OF BLAINE	
I hereby certify that the will in instrument was executed.	
Record Language, County Recd	
By <u>Rigby Thatcher</u>	
PO Box <u>250</u>	
Reubens ID. 83440	

STATE OF IDAHO)
 :SS
County of Madison)

On this 7 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE MEYER and MARLA MEYER, husband and wife, known to me to be the persons 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:

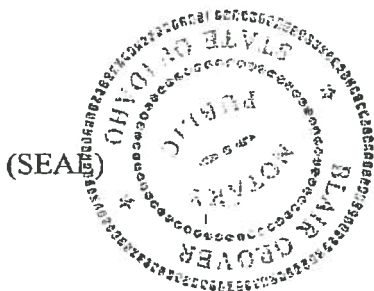


Mandy Davis
Notary Public for Idaho
Residing at: St. Anthony, ID
My Commission Expires: 02-24-11

STATE OF IDAHO)
)
 :SS
 County of Jefferson)

On this 6th day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared STAN HAWKINS and LINN HAWKINS, husband and wife, known to me to be the persons 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.

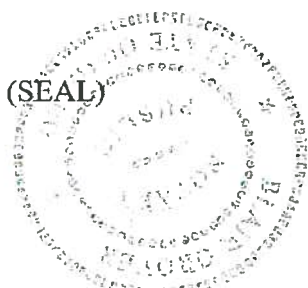


Blair Grover
 Notary Public for Idaho
 Residing at: Rigby, Idaho
 My Commission Expires: 10/24/2009

STATE OF IDAHO)
)
 :SS
 County of Jefferson)

On this 6th day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JASON C. WILDE and KATIE WILDE, husband and wife, known to me to be the persons 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.



Blair Grover
 Notary Public for Idaho
 Residing at: Rigby, Idaho
 My Commission Expires: 10/24/2009

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

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: _____