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MAY 06 2004

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 71086Page 1 of 6APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant

Chris Doyle

Phone

208-455 7644

Post Office address

Po Box 1480 Caldwell, ID, 83605

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 the reason for the proposed changes TRANSFER Ground water From Licensed Ground
Back to Original Licensed Acres + well this transfer will Reverse
Transfer NO. 69050

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63-31214</u>	<u>4/26/1971</u>	<u>1.3/292.5</u>	<u>IRR.</u>	<u>4/15</u> to <u>10/15</u>
<u>63-31216</u>	<u>9/14/1989</u>	<u>2/45</u>	<u>IRR.</u>	<u>3/15</u> to <u>11/15</u>
				to
				to

2. Total amount of water being transferred 1.5 cubic feet per second and/or 337.5 acre-feet per annum.

3. Source of water Ground water tributary to

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SW	SW	~~6~~ 5	~~2~~ 5N	2W	Canyon	ORIGINAL Licensed P/O

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5N	2W	5											25	25			15		65.13-31214
5N	2W	5											1	7			2		10(63-31216)

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MAR 11 2 2004Total acres 75

PART 1

6. General Information:

a. Description of diversion system

Well Pump Sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

LEASE HAS EXPIRED ACRES WILL NO LONGER BE IRRIGATED

d. Remarks:

MILSE WAGNER LEASED THE 25 ACRES SUBJECT TO CHANGED FROM BRAD LITTLE AND THE WATER FROM THE APPLICANT SINCE THE LEASE AGREEMENT HAS EXPIRED THIS TRANSFER PROPOSAL REVERSES TRANSFER NO. 69050

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2 *See Attachments To This Part*
(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED**1. Right evidenced by:**

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

9. Describe any other water rights used for the same purpose as described above _____

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WATER RIGHT NUMBER: 63-31214 V1

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

Location of Point(s) of Diversion

Place of Use
IRRIGATION

Total Acres: 75

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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31214 V1

1. X27 Right 63-31214 is limited to the irrigation of 65.0 acres within the place of use described above in a single irrigation season.
2. WB4 The total instantaneous diversion of water from all points of diversion under Rights 63-31214 and 63-31216 shall not exceed 1.50 cfs, nor total combined annual volume of 337.5 af.
3. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
4. T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
5. 01Q After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/15 and after 10/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
7. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. 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.
9. T09 Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Remarks:Comments:

1. PSKAGGS 6/25/2001 1:30:27 PM Transferred Right
Comment: This is now a approved transfer, transfer number = 69050

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre: 0.02
 Generic Max Volume Per Acre: 4.5
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

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 MAR 02 2004

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-31216

WATER RIGHT NUMBER: 63-31216

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	D J SHAWVER 2710 ESQUIRE DR BOISE, ID 83704 (208)375-2477
Original Owner	C L SHAWVER 2710 ESQUIRE DR BOISE, ID 83704 (208)375-2477
Current Owner	CHRISTOPHER E DOYLE PO BOX 1480 CALDWELL, ID 83606 (208)941-6777
Current Owner	TRACY DOYLE PO BOX 1480 CALDWELL, ID 83606 (208)941-6777

Priority Date: 09/14/1989

Basis:

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>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.200 CFS	45.00 AF
	<u>Total Diversion:</u>	0.200 CFS	45.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4NE1/4	Sec. 35, Twp 05N, Rge 02W, B.M.
CANYON County		
GROUND WATER	SE1/4NW1/4NW1/4	Sec. 35, Twp 05N, Rge 02W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE			NW			SW			SE			Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	02W	26				38.0									75.0

Total Acres: 75

Conditions of Approval:

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-31216

1. X27 Right 63-31216 is limited to the irrigation of 10.0 acres within the place of use described above in a single irrigation season.
2. WB4 The total instantaneous diversion of water from all points of diversion under Rights 63-31214 and 63-31216 shall not exceed 1.50 cfs, nor total combined annual volume of 337.5 af.
3. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
4. T17 Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
5. 01Q After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 and is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
7. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
8. 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.

Remarks:Comments:

1. pskaggs 6/25/2001 1:30:00 PM Transferred Right
Comment: This is now an approved transfer, transfer number = 69050

Dates and Other Information:

Licensed Date:
 Decreed Date:
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector: And
 Water District Number:
 Generic Max Rate Per Acre: 0.02
 Generic Max Volume Per Acre: 4.5
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

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 MAR 02 2004

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
no If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

SCANNED

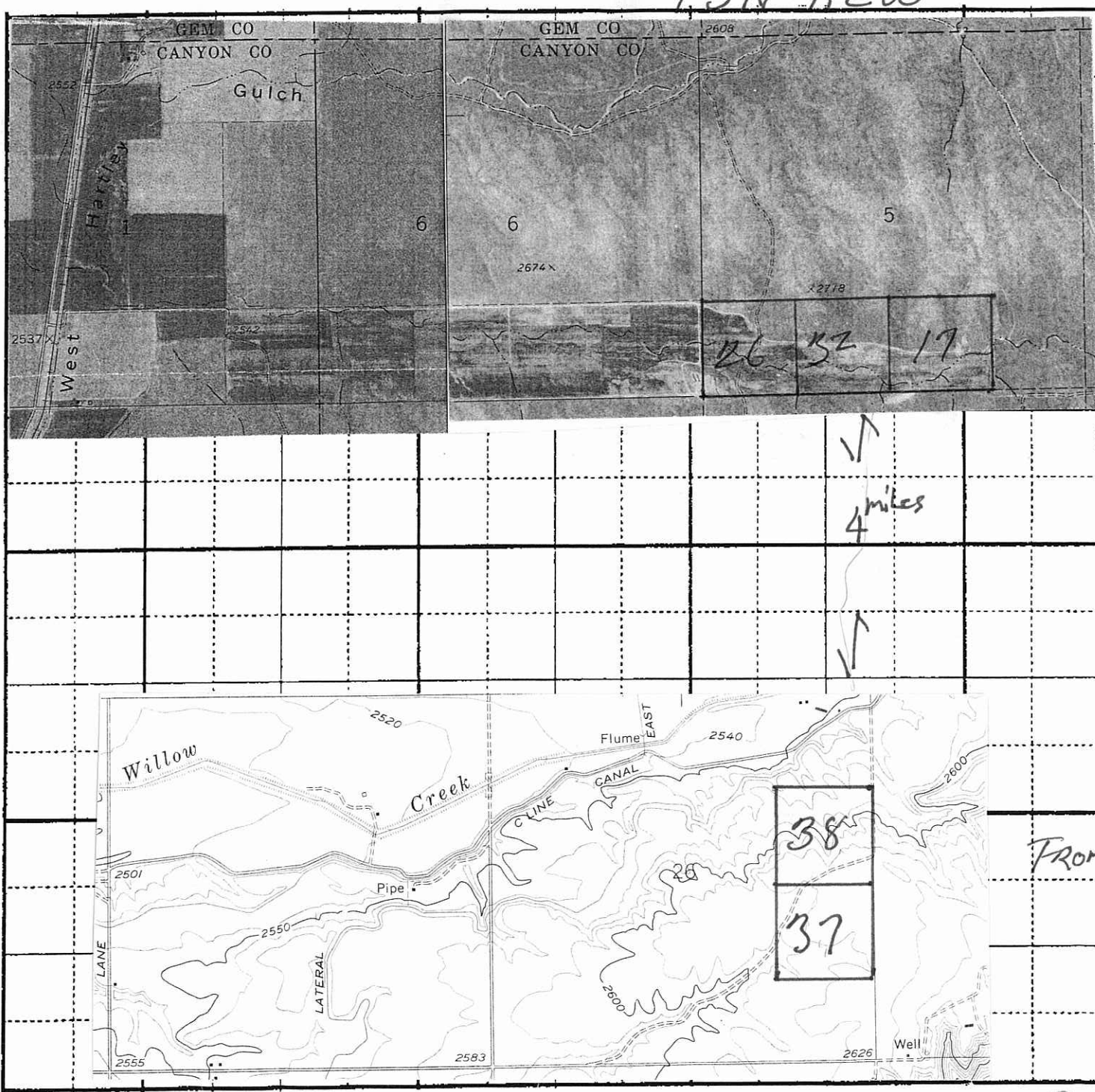
Total acres _____

MAR 02 2004

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

T5N R2W



PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

N/A

3. Describe effects on other water uses resulting from the proposed change:

NONE ANTICIPATED.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this

25

day of

March15 2003

(Signature of Applicant)

Lori Harris

(Notary Public)

My commission expires

12-8-06**FOR DEPARTMENT USE ONLY**Transfer contains 6 pages and 3 attachmentsReceived by 6 Date 12/12/03 Protest filed by _____Prelim. check by 6 Fee 290 W031184Received by 6 Date 12/12/03Published in PRESS TRIBUNE Copies of protest forwarded by _____Pub. dates 4-15 & 22-04 Hearing held by _____ Date _____Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

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MODE:F ACTION:

11-05PM

PSS (01 RETURN) TO VIEW ANOTHER

UNIT

NO.202 P.2/5

TRQK101

REAL PROPERTY INQUIRY

 01 0R37368-000- -0 031-00 SCH134+ 01 32,400 60.00

 05 1,925 59.00
 10 16,000 1.00

DOYLE, CHRISTOPHER E &

DOYLE, TRACY-H/W

P O BOX 1480

CALDWELL

ID 83606

05-5N-2W SW

S 1/2 SW, SWSE

+ TOTAL 50,325 120.00

+ SURVEY INST 9633071

+ DRAIN DR VALUE APPR KGE

+ CLASS REAP 97 MAN UNIT 0

+ PARCEL 0R05N02W056000 H/O N C/B N

+ PRIOR ACCOUNT 9R37368-000- -0

+ 02 MH on Property NO

TRQK318

MODE:F ACTION:

TRAITS INQUIRY

ACCOUNT NUMBER R37368000 0

UNIT 001

TOTAL UNITS

SITE EMMETT RD

CA

SEC/TWN/RNG 05-5N-2W

ASSESSED VALUE 50,325

ACREAGE 120.00

SUB/PARK NAME

YEAR/MAKE

CLASS NO BUILDING CLASS

SPACE

LOT

BLOCK

YR BUILT 0

AIR COND

AIR - NONE

CARPORT

N

STORY NO BLDG

HEATING

CARPORT SQ FT

FIRST SQ FT 0

EXTERIOR

UNKNOWN

DECK/PATIO? N

SECOND SQ FT

ROOF

UNKNOWN

POOL? N

BEDS 0

BSMT SQ FT

SPA? N

BATHS .00

* BSMT FIN

LOT SIZE

FRPLC 0

GARAGE

N

NEIGHBORHOOD

0

GARAGE SQ FT

COMMENTS

MOBILE HOME ONLY

WIDTH/LENGTH

EXPANDO

REAL ACCOUNT

SCANNED
MAR 02 2004

365-4615

RENTAGRE.i01
Rental Agreement
12/13/91

THIS AGREEMENT was made this 1st day of April, 2001, between Chris Doyle, hereinafter referred to as the "Owner" and MIKE WAGNER, hereinafter referred to as the "Renter".

WITNESSETH, that the Owner, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Renter has demised and leased to the Renter the farm land and buildings described:

Farm Land consisting of SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 1
TSN R 3W S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 4, S $\frac{1}{2}$ SW $\frac{1}{4}$
SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 5 TSN R 2W a total of 320 AC.

LENGTH OF TENURE: The term of this lease shall be from this day to the 31st day of December, 2001

RENT AND TIME OF PAYMENT: The Renter agrees to pay the Owner share of the income from the crop(s) raised on the rented acreage during the 2001 crop season.

OWNER'S OBLIGATIONS: Owner agrees to furnish the described property and to pay the items of expense listed below:

1. Taxes on the land and improvements leased hereunder for the term of the lease.
2. Owner agrees that the Renter shall have the right of Ingress and Egress to said land at all times over any existing entrances and structures, for all of the purposes related to the farming of the crops for the term of this lease.
- 3.

RENTER'S OBLIGATIONS: The Renter covenants and agrees as follows:

1. To farm the said premises and whole thereof throughout the said term in keeping with the best practice of husbandry and not allow or suffer any damage or waste thereto.
2. Not to remove or change existing fences, buildings, roadways, and irrigation system, without prior consent of the Owner. A conscious attempt will be made to minimize soil erosion.
3. To keep ditch banks, fence rows and roadsides reasonably free of weeds; also, to eradicate gophers and weeds and comply with the statutes of the State of Idaho to that end.
4. To permit the Owner and her Farm Manager, her agent or agents, to enter into and upon the said premises and each and every portion thereof, at any reasonable time or times, for the inspection thereof and any necessary repairs and/or improvements.
5. To keep and save harmless the said premises and the crops grown thereon, and the Owner herein, from any liens against the same on account of bills, debts for labor or materials incurred by the Renter.
6. To carry adequate public liability and property damage insurance on the premises, and will hold the Owner harmless for any suit or action arising out of the duties or activities of the Renter under this lease or his agents or servants.
- 7.
8. If the Renter fails to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease, or shall assign the lease or underlet said premises, or any part thereof, then this lease shall, at the election of the Owner, be null and void and the Owner's legal representative shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damage growing out of the failure to perform any of the covenants in this lease, shall be added to and become a part of the rent recoverable as rent. The covenants and agreement herein contained shall extend to, and be binding upon, the heirs, executors, administrators, and successors of the parties to this lease.

Chris Doyle Big Valley Ranch
Owner

Mike Wagner
Mike Wagner, Renter

SCANNED
MAR 02 2004

Apr 06 01 03:11a

Mike Wagner

58139

p.2

Apr 06 01 02:30p

TITLE CATTLE CO.

(208) 365-4615

p.1

Apr 06 01 03:03a

Mike Wagner

5853139

p.1

365-4615

RENTAGRE.101
Rental Agreement
12/13/91

THIS AGREEMENT was made this 1st day of April, 2001, between
hereinafter referred to as the "Owner" and MIKE WAGNER, hereinafter referred to
as the "Renter".

WITNESSETH, that the Owner, for and in consideration of the covenants and agreements hereinafter mentioned
to be kept and performed by the Renter has devised and leased to the Renter the farm land and buildings
described:

Farm Ground in the NE1/4 of SE1/4 and
SE1/4 of NE1/4 of Section 26 Township 5
North, Range 2 West of the Boise
meridian Approx 80 AC

LENGTH OF TERM: The term of this lease shall be from this day to the 31st day of December, 2001

RENT AND TIME OF PAYMENT: The Renter agrees to pay the Owner share of the income from the crop(s) raised
on the rented acreage during the 2001 crop season.

OWNER'S OBLIGATIONS: Owner agrees to furnish the described property and to pay the items of expense listed
below:

1. Taxes on the land and improvements leased hereunder for the term of the lease.
2. Owner agrees that the Renter shall have the right of Ingress and Egress to said land at all times over
any existing entrances and structures, for all of the purposes related to the farming of the crops for
the term of this lease.
- 3.

RENTER'S OBLIGATIONS: The Renter covenants and agrees as follows:

1. To farm the said premises and whole thereof throughout the said term in keeping with the best practice
of husbandry and not allow or suffer any damage or waste thereto.
2. Not to remove or change existing fences, buildings, roadways, and irrigation system, without prior
consent of the Owner. A conscious attempt will be made to minimize soil erosion.
3. To keep ditch banks, fence rows and roadsides reasonably free of weeds; also, to eradicate gophers and
weeds and comply with the statutes of the State of Idaho to that end.
4. To permit the Owner and her Farm Manager, her agent or agents, to enter into and upon the said premises
and each and every portion thereof, at any reasonable time or times, for the inspection thereof and any
necessary repairs and/or improvements.
5. To keep and save harmless the said premises and the crops grown thereon, and the Owner herein, from any
liens against the same on account of bills, debts for labor or materials incurred by the Renter.
6. To carry adequate public liability and property damage insurance on the premises, and will hold the Owner
harmless for any suit or action arising out of the duties or activities of the Renter under this lease or
his agents or servants.
7. Provide water through Transfer and Irrigation System from existing wells.
8. If the Renter fails to cultivate said premises as herein agreed, or shall fail to keep any of the covenants
contained in this lease, or shall assign the lease or underlet said premises, or any part thereof, then
this lease shall, at the election of the Owner, be null and void and the Owner's legal representative shall
have the right to take possession of said premises, using such force as may be necessary with or without
process of law, and all damage growing out of the failure to perform any of the covenants in this lease,
shall be added to and become a part of the rent recoverable as rent. The covenants and agreement herein
contained shall extend to, and be binding upon, the heirs, executors, administrators, and successors of the
parties to this lease.

Owner
Owner

Mike Wagner
Mike Wagner, Renter

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MAR 02 2004

To Whom it may concern;

In 2001

~~Little~~ ~~Highland~~ Cattle Co Transferred

Acknowledgment
of X-fer from
Brad Little

7 Acres described as ^{part} NE 1/4 of SE 1/4
1/4 of section 26 R2W T5N on

Mike Wagner -
farmer of leased
and in S26
Brad Little -
Property owner
of leased land
in S26

1/2 west of Star Idaho. The Water

was transferred from Chris Doyle for the

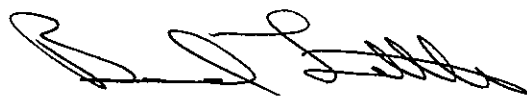
2001 and that year from May

4 water was pumped to this Property
irrigation system and mainline and pumps

From Mike Wagner with the point of Diversion

in the SW corner of the NE 1/4 of NE 1/4 of Section
35 R2W T5N and for the year 2001 only

Water was not used on this property Prior to
2001 and has not been used on this Property
Since. a map showing property and irrigated
portion with this letter.

 Little Cattle Co

SCANNED
MAR 02 2004

SCANNED
MAR 02 2004

Irrigated 2001

SW 1/4 of
NW 1/4 of
SW 1/4

W. 1/2 of
SW 1/4 of
SW 1/4

