

RECEIVED
FEB 29 2008

WATER RESOURCES
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant: Glen Vander Woude and Rhea Vander Woude

Phone: (208) 895-7870

Post Office address: 5312 Ridgewood, Nampa, ID 83687

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: Applicant intends to construct and operate a new dairy facility on land currently irrigated with groundwater. Applicant wishes to transfer groundwater rights from irrigation use to stockwater and commercial use. Applicant intends to use the existing irrigation well for stockwater use and construct a new irrigation well

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	
63-7270B	10/07/1969	.84/ 382.4	Irrigation	04/01	to 11/15
		.24/ 75	Stock water	01/01	to 12/31
		.31/ 95.5	Commercial	01/01	to 12/31

2. Total amount of water being transferred 1.39 cubic feet per second and/or 552.9 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
		SE	SE	20	01 S	01 W	Ada	Stockwater/ Dairy Well (existing)
		NE	SE	20	01 S	01 W	Ada	New Irrigation Well

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	
01S	01W	20													35	10	9	6	60
															C	C	S,C	S,C	
		29	25																25
			C	C															
																			85

Total Acres Irrigated 85

AMENDED

PART 1**6. General Information:**

- a. Description of diversion system: Existing irrigation well will be refitted with pressure tanks and piping to provide stock water for 2000 cows, and commercial (process) water for the milking center. A new irrigation well will be constructed.
- 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: The land formerly irrigated has been used for corrals, structures and buildings associated with the dairy operation.
- d. Remarks: See Attached Documents:
- Attachments:** A. Proof of Ownership / Lien holder permission
B. Daily fresh water requirement for Dairy
C. Crop history and calculation of historic consumptive use and annual diversion
D. Flow, Volume, and Allocation Calculations
E. Aerial photo

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 _____.

Transfer No. 73927

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED

None

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

Amount (cfs/ac-ft)						
	for	Irrigation	purposes from	4/01	to	11/15
	for		purposes from		to	
	for		purposes from		to	
	for		purposes from		to	

[illegible][illegible]

Amount (cfs/ac-ft)					
	for		purposes from		to
	for		purposes from		to
	for		purposes from		to
	for		purposes from		to

[illegible][illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 73927

PART 3

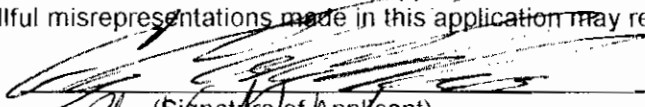
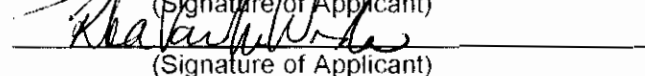
B. CHANGES IN NATURE OF USE

1. New Nature of use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use		
Stockwater	.24 / 75	365	01/01	to	12/31
Commercial	.31 / 95.5	365	01/01	to	12/31

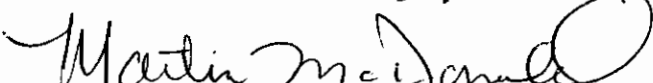
2. Quantity and quality of return flows and location of discharge: Process water in the amount of 95.5 afa will be collected and stored in a lagoon and land applied on the total irrigation PPU. Wastewater will be applied to growing crops.

3. Describe effects on other water uses resulting from the proposed change: No effect on other users.

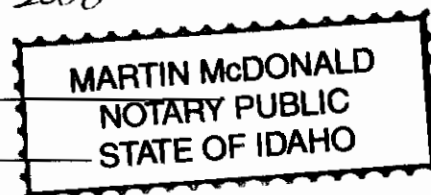
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.
I understand that any willful misrepresentations made in this application may result in voiding its approval.


(Signature of Applicant)

(Signature of Applicant)

Subscribed and sworn to before me this 29th day of Feb, 2008


(Notary Public)

My commission expires Sep. 15, 2011



FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 6 attachments

Received by DB Date 2/29/08 Protest filed by _____

Prelim. check by SL Fee \$296 PER original Appl.

Received by SL for DB Date 7/14/06 W034464

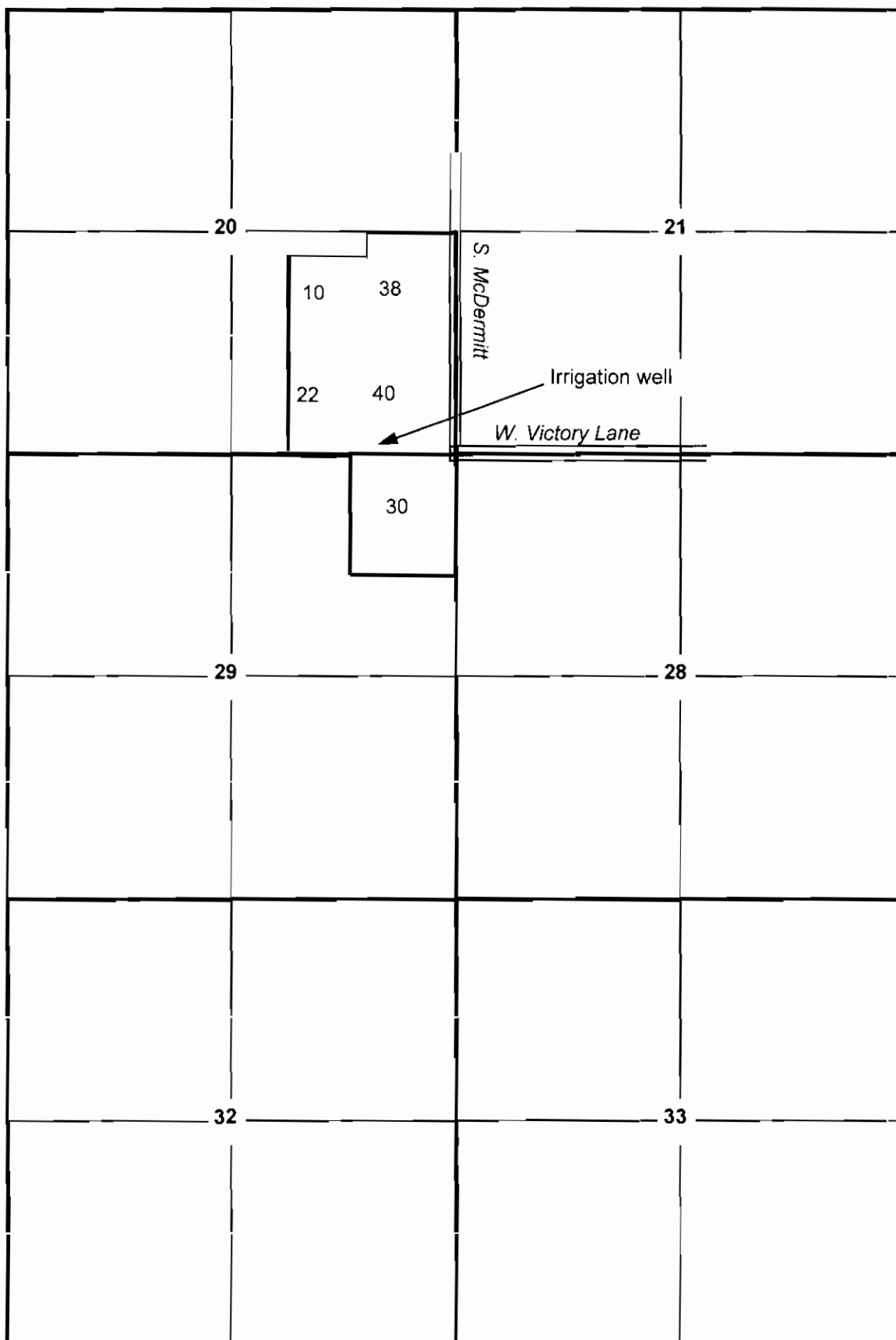
Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

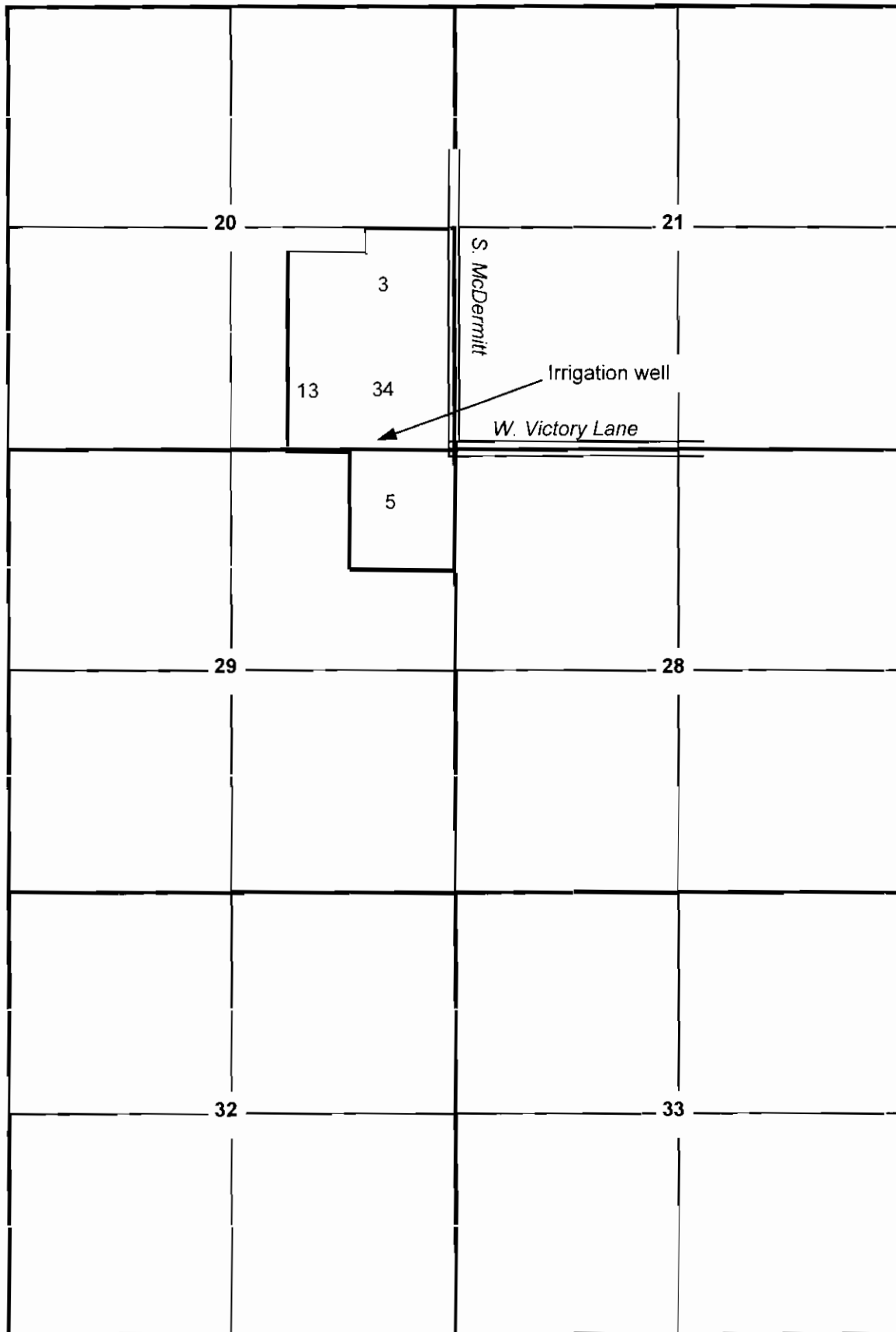
Watermaster recommendation requested on _____ Recommended for approval denial

_____ rec'd _____ by _____

Copy of transfer sent to lien holder _____



Glenn Vander Woude	Acres Irrigated before Transfer	
T 01S, R 01 W, portions of sec 20 and 29		Scale 3" = 1 mile
		Prepared by: Darwin Vander Stelt

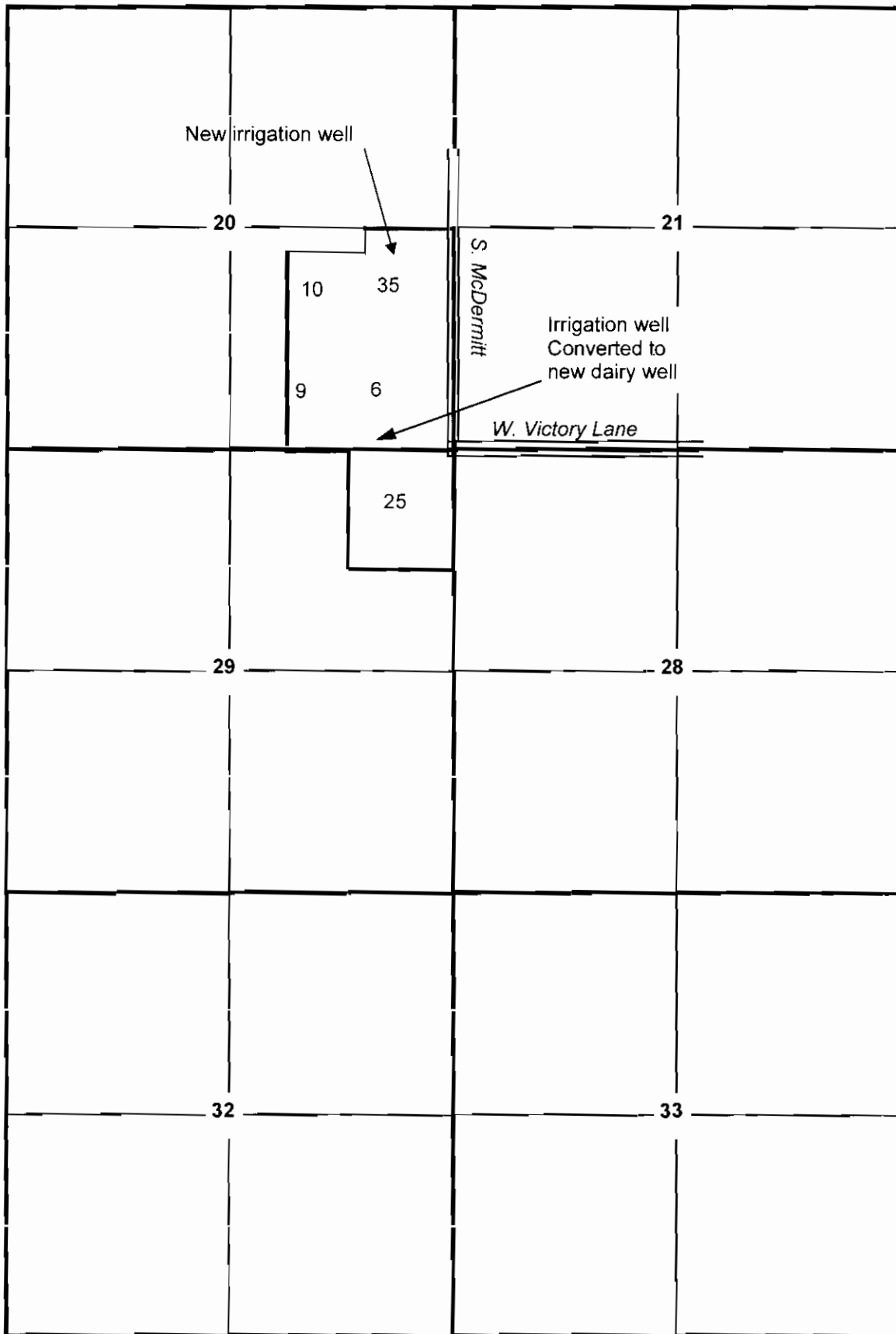


Glenn Vander Woude	Acres Dried up and transferred to Stock Water and Commercial	
T 01S, R 01 W, portions of sec 20 and 29		Scale 3" = 1 mile
		Prepared by: Darwin Vander Stelt

State of Idaho
 Application for Transfer of Water Right

Dept of Water Resources
 Part 3

Transfer no. _____



Glenn Vander Woude	Acres Irrigated After Transfer	
T 01S, R 01 W, portions of sec 20 and 29		Scale 3" = 1 mile
		Prepared by: Darwin Vander Stelt

Attachment A

WARRANTY DEED

FOR VALUE RECEIVED DUANE PANCHERI and LAURA ELLEN PANCHERI, the Grantors, does hereby grant, bargain, sell and convey unto GLENN F. VANDER WOUDE and RHEA H. VANDER WOUDE, the Grantees, whose address is 5312 Ridgewood, Nampa, Idaho 83687, the following described premises, including any homestead claim pursuant to the Idaho Homestead Law, Idaho Code, Section 55-1001, et seq., to-wit:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 29, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho.

AND

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 20, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 20 from which the South $\frac{1}{4}$ corner bears North $89^{\circ}30'13''$ West, 2642.46 feet,

thence North $00^{\circ}01'51''$ West along the East boundary of said Section for a distance of 2641.80 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 20;

thence North $89^{\circ}25'17''$ West along the North boundary of said Southeast $\frac{1}{4}$ for a distance of 1421.36 feet;

thence South $05^{\circ}12'34''$ West for a distance of 38.65 feet;

thence North $88^{\circ}15'57''$ West for a distance of 124.70 feet;

T. 73927 ATTACHMENTS
A-F

RECORDED A,

thence South 33°19'21" West for a distance of 193.66 feet;

thence South 70°24'36" West for a distance of 191.47 feet;

thence South 00°18'56" East for a distance of 2379.69 feet to the South boundary of said Section 20;

thence South 89°30'13" East for a distance of 1824.59 feet to the POINT OF BEGINNING.

Together with all water rights appurtenant thereto.

Reserving unto the Grantors an easement for ingress and egress with vehicles, equipment, and livestock over and across the North 9 feet of the above described real property located in Section 29, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho, and over and across the South 9 feet of the above described real property located in Section 20, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho. This easement shall be appurtenant to the following real property owned by the Grantors, to-wit:

North ½ of Section 27, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho.

Northeast ¼, Southeast ¼, Section 27, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho.

Northeast ¼, Section 28, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho.

SUBJECT TO United States patent restrictions and/or State of Idaho deed restrictions;

SUBJECT TO all taxes and assessments for the year 2006 and all subsequent years;

SUBJECT TO any easements or rights-of-way of record and/or usage.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns, forever. And the Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that said premises are free from all encumbrances save and except as above set forth; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 12 day of January, 2006.

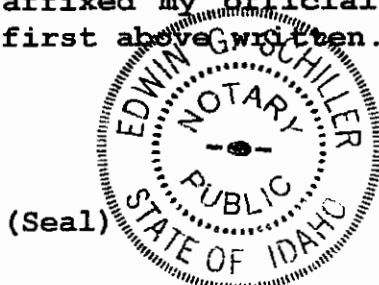
Duane Pancheri
DUANE PANCHERI

Laura Ellen Pancheri
LAURA ELLEN PANCHERI

STATE OF IDAHO)
 : ss
County of Canyon)

On this 12 day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE PANCHERI and LAURA ELLEN PANCHERI, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing 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.



[Signature]
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission expires: 4/7/2011

WARRANTY DEED - 3

A3

Attachment B

Daily Fresh Water Requirement For Dairy Facility Worksheet

For: **Glen VW**

Drinking Water Estimates (see Table 1 & 2):

Holstein weight	100%	1400
Jersey	71%	1000

	Number	Use/day	Size Adjustment 100%	Use/day	Total Gal/Day	Total Gals/Yr.	Acre-feet/Yr (Af/a)
Milking Cows	1700	37	37.0	62900	62900		
Dry Cows	300	15	15.0	4500	4500		
Total Cows	2000				67400	24,601,000	
Total Herd Drinking Water							75.50

Milk House and Parlor Estimate (from Idaho Oneplan)

Dairy Water Values

Dairy Process Water:	1600	Milk Parlor Cleaning Water:	4700			
Dairy Parlor Water:	800	Hose Volume:	2000			
Bulk Tank Water:	800	Flush Volume:	0			
Cow Prep Water:	680	Deck Flush Volume:	2700			
Automatic Backflush:	0	Other Volume:	0			
Sprinkler Volume:	0	Holding Pen Cleaning Water:	16000			
Manual Cow Prep:	680	Hose Volume:	0			
Dairy Equipment Water:	47651	Flush Volume:	16000			
Compressor Water:	0	Other Volume:	0			
Vacuum Pump Water:	18000	Freestall/Alley Flush:	0			
Pre-Cooler Water:	29651	Excess Water				
Glycol Chiller Water:	0	Cow Water:	0			
Miscellaneous Equipment Water	429	Group 1:	47651			
Washing Machine Water:	229	Group 2:	20700			
Miscellaneous Water:						
Milkhouse Water	200	Total Dairy (Commercial) Water:	50360	18,381,400		56.41
The Oneplan software nets out recycled water used first in the pre-cooler etc.						

Because the Dairy footprint plus feed storage plus run-off containment is approximately 55 acres, and because quantities actually used may be higher, the applicant wishes to transfer additional water to commercial use:

	Total Gals/(Day, year, afa)	85000	31,025,000	95.21
Relative percentage needed:			rounded	
Stock water needed	75.5	44.2%	44%	
Commercial water needed	95.2	55.8%	56%	

Acres to be taken out of production @ 3.1 afa/acre 55.00 acres (from Attachment D)
 Round to **55** acres x's 3.1 170.5 afa

Acres out for stock water	44% x 55=	24.2	x's 3.1	75.0 afa
Acres out for Commercial	56% x 55=	30.8	x's 3.1	95.5 afa
		55.0 acres		170.5 afa

Attachment C Flow, Volume, and Allocation Calculations

Amount of water (afa) to be transferred			170.5	(From Dairy worksheet, Attachment A)
	%	Volume	Acres to dry	
Stockwater	44%	75.0	24.2	(volume needed/consumptive use/acre)
Commercial	56%	95.5	30.8	(volume needed/consumptive use/acre)
Historic consumptive use per acre			3.10	(From Attachment C. Crop history etc)
Acres to dry up in Section 20 & 29			55	(From Dairy worksheet, Attachment A)

Acres irrigated and flow WR # 63-7270- before transfer:

Priority	Acres	Flow (cfs)	Flow/ acre (cfs)	Total Diversion	Tot. Div. /acre
10/7/1969	142	1.41	0.010	639.3	4.50
Allocation of flow under license			63-7270	after transfer:	
acres irrigable				87	(142 - 55 acres out of production)
flow for irrigation				0.86	(acres irrigable X's licensed flow/acre)
acres out for stockwater				24.2	(from dairy worksheet)
flow for stock water				0.24	(acres out X's licensed flow/acre)
acres out for Commercial				30.8	(from dairy worksheet)
flow for Commercial				0.31	(acres out X's licensed flow/acre)
total flow after transfer				1.41	cfs (total of the three flows)

Allocation of Volume after transfer:

Total Diversion:			
irrigation (afa)	391.5	(87 ac x's 4.5)	
commercial (afa)	95.5	(from dairy worksheet)	
stockwater (afa)	75.0	(from dairy worksheet)	
Total allowable diversion after transfer	562		

Attachment D Crop history

Glen Vander Woude

Field	Acres	2005 Crop	% Total				
All	142	Alfalfa	100.0%				
142			100%	-			
Allen and Brockway report site:			Kuna				
Crop	Acres	Method	App. Eff. %**	IR for Crop mm/season	Crop Div Vol AF/Ann	Crop CU AF/Ann	
Alfalfa Hay	142.00	sprinkler	70%	946	629.60	440.72	
Totals			142		630	440.72	

Summary for typical 5 year period:

Average Acres Irrigated	142	Acres	Average Diversion Vol/acre	4.43
Total Diversion	630	AF/ann	Average Consumptive Use/acre	3.10
Total Consumptive Use	441	AF/ann		

RECEIVED

JUL 06 2006

WATER RESOURCES
WESTERN REGION

To Whom It May Concern:

I, Duane Pancheri, approve of the proposed change of water rights from irrigation use to stockwater use on WR # 63-7270. I am currently carrying the loan on the land for Glenn and Rhea Vander Woude. Thank you.



Duane Pancheri

E,

15. DOCUMENTS IN ESCROW

Enclosed are the following Documents to be placed in escrow:

Promissory Note, Mortgage, Satisfaction of Mortgage, Security Agreement
UCC-1, Financing Statement and UCC-3 Termination Statement

16. PAYMENTS OF PRINCIPAL AND INTEREST

A. Interest is to be calculated at the rate of 7 % per annum and shall commence on 1-1-2006 and shall be computed on the unpaid principal balance to date of payment each time a payment is made.

B. Principal and interest (including balloon payments) shall be payable as follows:

Regular monthly payments of accrued interest due on the last day January, 2006, and like payments due on the last day of each and every month thereafter in addition annual payments of \$19,305.00 due with the first payment due December 31, 2006 and like payments on the 31st day of December of each and every year thereafter until December 31, 2025 when the entire principal balance

C. Check one: ☐ All payments shall be credited first to the interest then due, and the balance to the principal. plus accrued interest is due.
☐ Interest shall be paid in addition to principal payments.

17. When you receive the unpaid principal of \$386,100.00, and interest for SELLER, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instruction, to BUYER, or his order, and thereby, close your escrow.

18. BUYER: ☐ MAY ☒ MAY NOT assign their Interest in documents without written consent of Seller.
☒ MAY ☐ MAY NOT prepay at any time.

19. REMITTANCE INSTRUCTIONS

Until further written notice by Seller, payments as received on this escrow shall be remitted as follows:

☐ Checking account ☐ Savings account Account No. _____ In Name of: _____
Financial Institution _____ Address: _____
Other instructions: _____

20. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

21. It shall be the sole responsibility of the buyer and seller to see that insurance is kept in force on the property and that Real Property taxes are paid in the proper manner and the escrowholder shall have no responsibility or liability for lack or insufficiency of insurance or lack of payment of taxes.

22. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs or expenses due it hereunder.

23. In case any party shall assign his rights under any documents deposited hereunder, or should any party create in a third party any right, interest, lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions, if such assignment or creation of rights in a third party is made without payment of the escrowholder's filing fee, the escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party and shall under no circumstances and in no manner be liable to the parties hereto on any third party, for any damages arising out of or related to its acts connected with such assignment or creation of rights. The escrowholder shall not be held to notice of any restrictions upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder.

24. We have read the foregoing instructions, understand the contents thereof, and agree that Pioneer Title Company, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said company and the same be accepted by it in writing.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the _____ day of _____.

25. SIGNATURES:

COMPLETE ADDRESS (Please Print):

x Diana Sanchez _____
Social Security Number _____ Telephone: (208) 495-2513
x Laura G. Sanchez _____
Social Security Number _____ Telephone: 208-495-2513
x [Signature] _____
Social Security Number _____ Telephone: 208-895-7870
x Rita Vanda Wanda _____
Social Security Number _____ Telephone: 5312 Ridgewood Rd. Nampa, ID 83853
x _____
Social Security Number _____ Telephone: same as above
x _____
Social Security Number _____ Telephone: _____
x _____
Social Security Number _____ Telephone: _____

25. The undersigned company hereby acknowledges receipt of the documents described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

PIONEER TITLE COMPANY OF CANYON COUNTY:

Date Received _____ By _____
Received from: _____

E2

SRBA

PARTIAL DECREE 63-07270B

Issued on 04-11-2007.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS:	GLENN VANDER WOUDE RHEA VANDER WOUDE 5312 RIDGEWOOD RD NAMPA, ID 83687		
SOURCE:	GROUND WATER		
QUANTITY:	1.39 CFS 629.90 AFY		
PRIORITY DATE:	10/07/1969		
POINT OF DIVERSION:	T01S R01W S20	NESE	Within Ada County
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE Irrigation	PERIOD OF USE 04-01 TO 11-15	QUANTIT 1.39 C 629.90
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE EXCEEDED. THE USE OF WATER BEFORE APRIL 1 UNDER THIS REMA SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE D PARTIAL DECREE IS ENTERED FOR THIS RIGHT.			
PLACE OF USE:	Irrigation		Within Ada Cou
	T01S R01W S20	NESE 38.0	NWSE 10.0
		SWSE 22.0	SESE 40.0
	S29	NENE 30.0	
	140.0 Acres Total		

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIO
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFI
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN T
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

[Return to SRBA Home Page](#)

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