

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 72867APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Scott E Poulson Phone 394-4090Post Office address 2831 W. 1500 S. Aberdeen, Idaho

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 Leaser Poulson will use his well to irrigate this 39 acres. The church will also use the existing well.

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

1. Right Number 35-7022 Priority 1968 Amount (cfs/ac-ft) 0.78 Nature of Use IRR Period of Use 4/15 to 10/31
 _____ to _____
 _____ to _____
 _____ to _____

2. Total amount of water being transferred 0.78 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water GW tributary to _____

4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SE	SE	SE	21	5S	31E	Bingham	
	NW	SW	SE	21	5S	31E	Bingham	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5S	31E	21																39	39

Total Acres 39

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PART 1

6. General Information:

a. Description of diversion system WELL / PUMP TO PIVOTS

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 _____ Yes X 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:
NO change

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

Witness my hand this _____ day of _____, 20 _____.

 For the Director

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06/15/2006

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 35-7022 V1

WATER RIGHT NUMBER: 35-7022 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CORP OF THE PRESIDING BISHOP CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS 50 E NORTH TEMPLE ST SALT LAKE CITY, UT 84150 (801) 240-4074
Original Owner	CHURCH OF JESUS CHRIST OF THE LATTER DAY SAINTS ABERDEEN 2ND WARD ABERDEEN, ID 83210

Priority Date: 05/09/1968

Basis: License

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	4/15 to 10/31	0.780 CFS	156.00 AF
	<u>Total Diversion:</u>	0.780 CFS	156.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SE1/4SE1/4	Sec. 21, Twp 05S, Rge 31E, B.M.
BINGHAM 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	NE	NW	SW	SE	
05S	31E	21																39.0	39.0

Total Acres: 39

Conditions of Approval:

1. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. M01 A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.

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IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 35-7022 V1

4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

Comments:

1. DSMITH 3/29/1995 DATA ENTRY
Comment: CONFORMED CHURCH ADDRESS, DMS
2. AJU10-EC 11/19/1998 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C12 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

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: NONE RECEIVED
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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SubCase:

SubCase Number: 35-7022
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned: SARA C DENISTON
Adjudication Agent:
Basis of Claim: License
Date Filed: 11/30/2001 Objection Status: Active
Date Filed: 6/2/1999 Objection Status: Active
Date Filed: 6/2/1999 Objection Status: Active

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06/15/2006

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 35-7948 V1

WATER RIGHT NUMBER: 35-7948 V1

Owner Type Name and Address
Current Owner SCOTT E POULSON
 2831 W 1500 S
 ABERDEEN, ID 83210
 (208)397-5240

Priority Date: 02/06/1981

Basis: License

Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	1.440 CFS	288.00 AF
<u>Total Diversion:</u>		1.440 CFS	288.00 AF

Location of Point(s) of Diversion

GROUND WATER NW1/4SW1/4SE1/4 Sec. 21, Twp 05S, Rge 31E, B.M.
BINGHAM 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	NE	NW	SW	SE	
05S	31E	21															37.0	35.0	72.0

Total Acres: 72

Conditions of Approval:

1. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

Comments:

1. AJU10-EC 11/19/1998 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C12 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

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06/15/2006

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 35-7948 V1

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: NONE RECEIVED
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

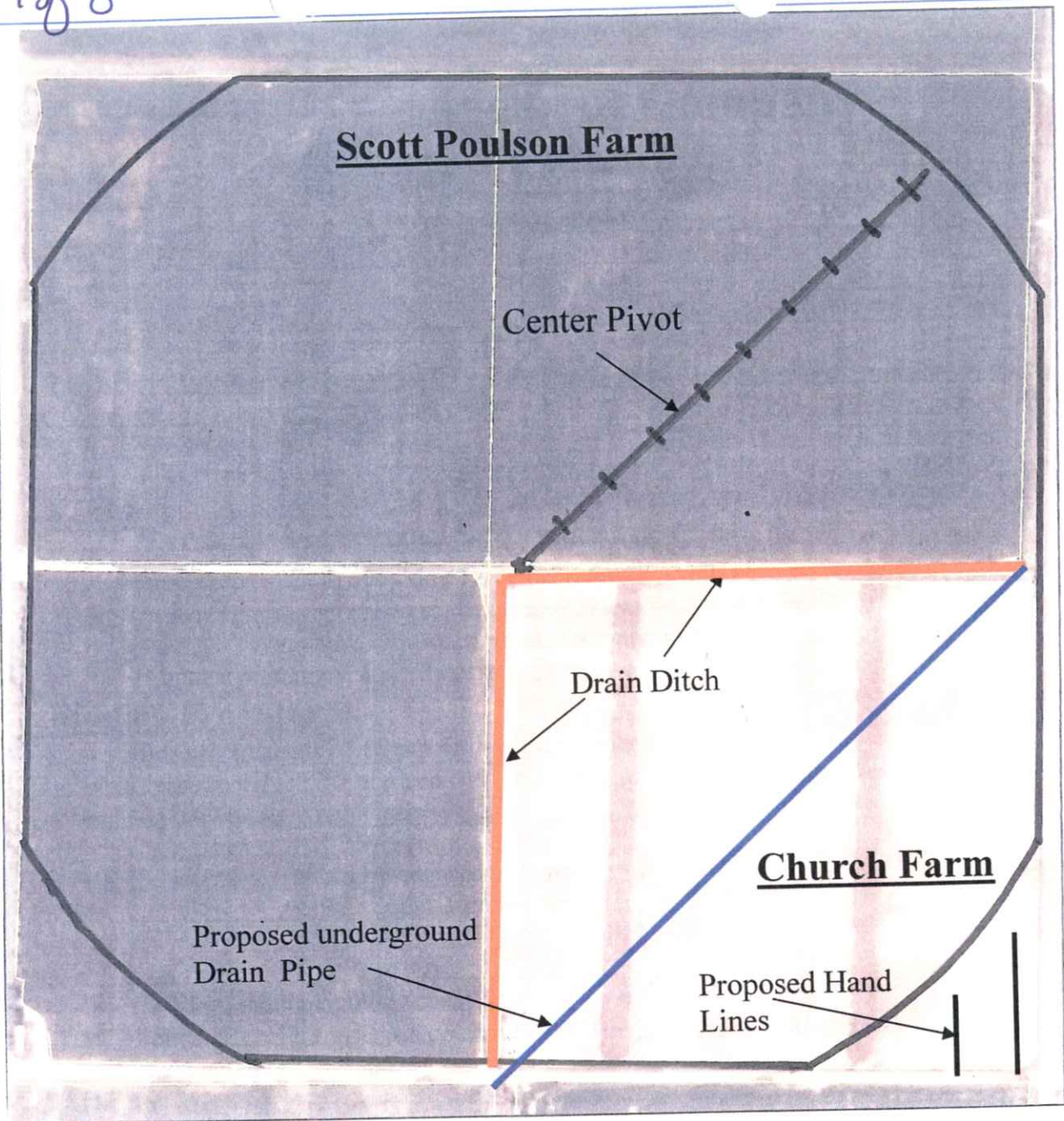
<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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SubCase:

SubCase Number: 35-7948
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned: SARA C DENISTON
Adjudication Agent:
Basis of Claim: License
Date Filed: 6/2/1999 Objection Status: Active
Date Filed: 11/30/2001 Objection Status: Active
Date Filed: 6/2/1999 Objection Status: Active

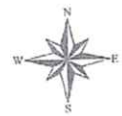
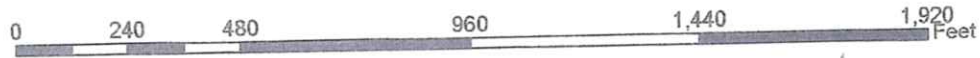
Water Supply Bank:

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Scott Poulson

Legend
clu_a_id011



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

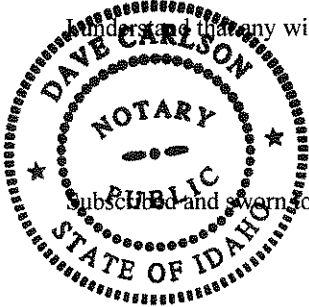
1.

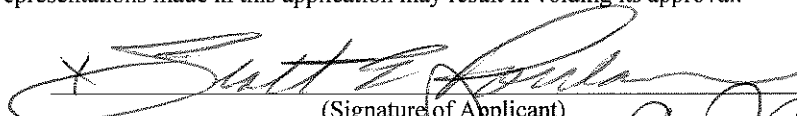
<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge: _____

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

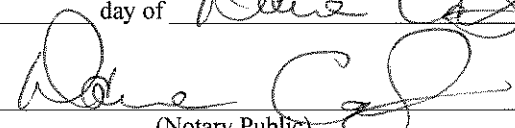
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

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





 (Signature of Applicant)

Subscribed and sworn to before me this 15 day of June, 2006.


 (Notary Public)

My commission expires 2/26/2008

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 5 attachments

Received by _____ Date _____ Protest filed by _____

Prelim. Check by DC Fee 250 6032021

Receipted by DC Date 6/26/2006

Published in Morning News Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

Supplemental Agreement to Agricultural Lease

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (Landlord) and **Scott E. Poulson, doing business as Scott E. Poulson Farms** (Tenant), hereby make the following Agreement.

1. BACKGROUND. On or about October 11, 2005 the parties made and entered into a lease (the "October 11 Lease") for 37 acres of land and associated water rights in Bingham County, Idaho. Landlord owns a well ("Landlord's Well") associated with the Leased Property permitted under Water Right No. 35-7022 ("Landlord's Water Right"). Tenant plans to incorporate the Leased Property into a larger parcel which Tenant will irrigate with a pivot and to establish a second point of diversion for Landlord's Water Right in the well owned by Tenant ("Tenant's Well") permitted under Water Right 35-7948 which Tenant will use to feed irrigation water to the pivot. The place of use of Landlord's Water Right will not change and will remain the land within the Leased Property that is covered by the pivot and portions of the Leased Property not under the pivot that may be irrigated by hand lines. The parties desire to make an agreement supplementing the October 11 Lease and providing additional terms and provisions applicable to the lease of Landlord's Water Right.

2. LANDLORD'S WATER RIGHT PART OF THE LEASED PROPERTY. The parties confirm that Landlord's Water Right is part of the Leased Property and that for the consideration required by the October 11 Lease Landlord has leased Landlord's Water Right to Tenant. Tenant's use of Landlord's Water Right shall be subject to the terms and conditions of the October 11 Lease, as amended by this Supplemental Agreement. The term of this Supplemental Agreement will be the same as the term of the October 11 Lease and if the October 11 Lease is renewed and extended the term of the Supplemental Agreement shall continue as long as Landlord continues to lease the Leased Property to Tenant.

3. ADDITIONAL POINT OF DIVERSION. It has been customary in past years to obtain temporary transfer permits for water rights held under leases but Idaho Department of Water Resources ("IDWR") has indicated that it will require the Landlord and Tenant to obtain approval from IDWR for a permanent change in point of diversion necessary under this Lease. Therefore Tenant will apply for a new and additional point of diversion for Landlord's Water Right in Tenant's well that will provide water to the pivot. The existing point of diversion of Landlord's Water Right will remain valid and available for the use in irrigating portions of Landlord's property not reached by Tenant's pivot. Tenant will submit any papers it files in relation to Landlord's Water Right to Landlord prior to submitting them to IDWR. Tenant will pay the fees required by IDWR for any such filings. Said filings shall be in the name of Landlord indicating Tenant has leased the land and water right.

4. REVERSION TO LANDLORD. Notwithstanding that Tenant is changing the point of diversion of the water to its own well it is agreed hereunder that at the termination of the October 11 Lease as renewed and extended, if necessary Landlord will have the right to apply for and obtain an order of IDWR terminating use of the Tenant's point of diversion. Tenant agrees

to cooperate and assist in obtaining IDWR approval of any transfers or reissue of permits needed by Landlord in regard to Landlord's Water Right at the termination of the October 11 Lease as renewed and extended.

5. USE. Tenant agrees to use the Water Rights for the sole purpose of farming and for no other purpose without the prior written consent of Owner. Tenant shall not use the leased property for any illegal purposes nor shall Tenant allow the leased property to be used for any illegal purpose.

6. CONDITION OF WATER RIGHTS AND TRANSPORTATION FACILITIES. Owner makes no commitment to supply easements for access to the source or point of diversion of any water right or for transportation facilities for the said water right other than as set forth herein. Tenant agrees to provide all easements for access and for ditches or other transportation facilities other than those provided by Owner. Tenant will prosecute and pay for any permits needed to allow for Tenant's use of the water.

7. OPERATION. Tenant shall pay all operating expenses other than those expressly assumed by owner in this lease. Tenant shall further comply with all laws, rules, regulations and ordinances of Federal, State and local jurisdictions with regard to the use and condition of the Water Rights. .

8. BENEFICIAL USE. Tenant agrees to keep the Landlord's Water Right in full and complete beneficial use for the life of the October 11 Lease as renewed and extended, and at the end of each irrigation season Tenant will provide to Landlord a report showing the use of the water for the prior year.

9. LIABILITY AND INDEMNITY

(a) TENANT hereby indemnifies Landlord, its officers, employees, servants, agents, subsidiaries or affiliates and agrees to hold them harmless against all claims, demands, damages, personal injury, illness, death, property damage or loss incurred by any person, animal, fish, plant or geological or meteorological feature as a result of or in connection with TENANT's use of the Water Rights or TENANT's use of LANDLORD's land in connection herewith or activities of TENANT hereunder or disposal of water derived from the Water Rights.

(b) TENANT shall comply with all laws and regulations, whether of federal, state or local jurisdictions, applicable to the subject matter of this Agreement. TENANT shall have sole responsibility to dispose of water it produces hereunder. TENANT shall not inject or permit to be injected any water or other substance or elements into any underground formation through wells on LANDLORD's property or through wells which are connected hydrologically with the existing wells.

10. SCOPE OF THIS SUPPLEMENTAL AGREEMENT. In all other respects the lease of Landlord's Water Right shall be governed by the October 11 Lease. The October 11 Lease remains in effect except where it differs from this agreement, in which event this agreement shall govern.

Corporation of the Presiding Bishop of The
Church of Jesus Christ of Latter-Day Saints, a
Utah corporation sole

Scott E. Poulson
Scott E. Poulson, doing business as Scott E.
Poulson Farms
Date 4/13/2006

By [Signature]
Name Paul C. Genho
Title Authorized Agent
Date April 10, 2006

STATE OF IDAHO)
: ss
COUNTY OF BINGHAM)

On the 3 day of April, 2006, personally appeared before me Scott E. Poulson who
acknowledged that he executed the foregoing.

[Signature]
Notary Public

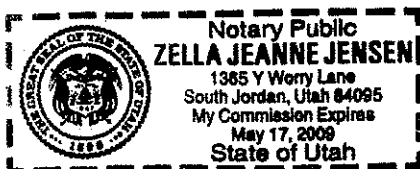
My commission expires: 03/28/2012 Residing at: Aberdeen, ID

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 10th day of April, 2006, personally appeared before me
Paul C. Genho, personally known to me to be the Authorized Agent of
the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a
Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as
Authorized Agent for said Corporation, that the seal impressed on the within instrument is the
seal of said corporation, and the said Paul C. Genho acknowledged to me
that the said Corporation executed the same.

[Signature]
Notary Public

My commission expires: 5/17/2009 Residing at: South Jordan, Utah



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865942/01

T 72867
ATTACHMENT 3 OF 5

AGRICULTURAL LEASE

between

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints,
A Utah Corporation Sole

as Landlord

AND

Scott E. Poulson Farms

an Individual

as Tenant

Date: October 11, 2005
Lease No.: 428-2-6
Property No.: 509-2515
Property Name: ID Aberdeen

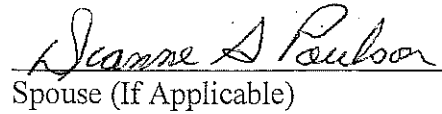
ATTACHMENT T 72867
4 OF 5

IN WITNESS WHEREOF, this Lease has been executed as of the date first above written.

"TENANT"



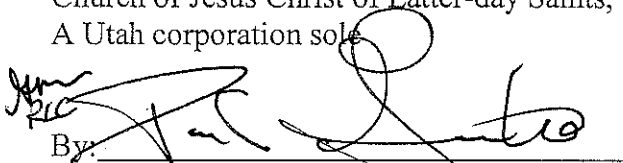
Scott E. Poulson Date

 10-26-05

Spouse (If Applicable) Date

"LANDLORD"

Corporation of the Presiding Bishop of the
Church of Jesus Christ of Latter-day Saints,
A Utah corporation sole


By: _____
Paul C. Genho, Authorized Agent