

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED
OCT 15 2004
Department of Water Resources
Southern Region

October 15, 2004

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Additional transfer application – Sturdivant

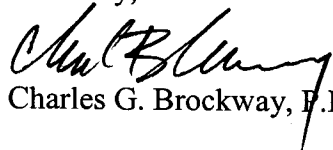
Dear Allen:

Enclosed is an additional transfer application for Peter Sturdivant, as I described in my recent e-mail. The transfer would move the entire remainder of the “Ellston” water, described as 36-16171 in the amount of 0.34 cfs and 6.4 acres, to Mr. Sturdivant’s land as shown on the attached aerial photo.

The point of diversion will be the west headgate from Billingsley Creek, not the Snake River as in the previous transfer. As you know, we negotiated with staff at the IDWR state office regarding appropriate conditions to place on the previous transfer of this water. I hope that we will not need to go over this same ground again.

Thank you and have a great day.

Sincerely,


Charles G. Brockway, P.E.

Enc.

cc: Peter Sturdivant
Patrick Brown, Atty.

CHARLES E.
BROCKWAY,
Ph.D., P.E.

CHARLES G.
BROCKWAY,
Ph.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

PART 1

6. General Information:

a. Description of diversion system West headgate to small irrigation pond, pipeline to
fish pond covered by other rights, pump from pond to irrigation.

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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:
6.4 acres will no longer be irrigated from any source.

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

Witness my hand this _____ day of _____, 19 _____.

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 36-16171 Decreed to _____
in case of SRBA 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. 70597 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 Billingsley Creek tributary to Snake River4. Date of priority 9/10/1884

5. Water is used for the following purpose:

Amount 0.34 for Irrigation purposes from 2/15 to 11/30
(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 0.34 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
	SE	SE	NE	11	7S	13E	Gooding	Buckeye Ditch

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	
7S	13E	14												12*					12*

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* Limited to 6.4 acres in any one irrigation season

Total acres 12*

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

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	

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

Total acres _____

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 _____



**STURDIVANT
SYSTEM MAP FOR TRANSFER #5- WATER RIGHT 36-16171
T07S., R13E, SECTION 11**

BROCKWAY ENGINEERING, PLLC.
ALR OCT. 6, 2004



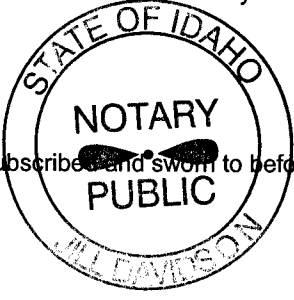
PART 3**B. CHANGES IN NATURE OF USE**

1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:
None
3. Describe the effects on other water uses resulting from the proposed change:
None

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.

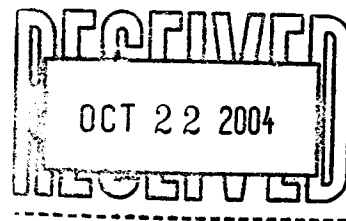
I understand that any willful misrepresentations made in this application may result in voiding its approval.


 Subscribed and sworn to before me this 15TH day of October, 2004.
Don L. Blum (Signature of Applicant) Power of Atty
Jill Davis (Notary Public)
 My commission expires 11-18-2010

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments
 Received by Aon Date 10/15/04 Protest filed by _____
 Prelim. check by _____ Fee \$250.00 5027119
 Receipted by Aon Date 10/15/04
 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 _____

②
PAI - THIS IS THE CENTER
PIECE I PURCHASED FROM
ECKLES. THIS IS WHERE
THE FISHERY IS LOCATED.



Deed for P/D & P/U

WARRANTY DEED

FOR VALUE RECEIVED, and as consideration as part of an IRC § 1031 tax-deferred exchange,

Calvin J. Eckles and Myrtle Eckles, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

Peter L. Sturdivant, a married man

The grantee, whose address is P. O. Box 606, Hailey, Id 83333

the following described premises, in GOODING COUNTY, IDAHO, to wit:

See Attached Exhibit "A" attached hereto and made a part hereof

Together with any and all water rights appurtenant thereto including, but not limited to, Water Rights Nos. 36-00037B, 36-07282 and 36-07314C as decreed in Re Snake River Basin Adjudication, Case No. 39576, Twin Falls District Court.

This transaction is a 1031 Exchange for the benefit of Calvin J. Eckles and Myrtle Eckles, husband and wife, as "Relinquished Property" and for Peter Sturdivant, a married man, as "Replacement Property".

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that the owner in fee simple of said premises, that they are free from all incumbrances and that will warrant and defend the same from all lawful claims whatsoever.

Dated: April 29, 1998


Calvin J. Eckles


Myrtle Eckles

STATE OF Idaho

COUNTY OF:

On this 30th day of April, 1998
before me a Notary Public in and for said State,
personally appeared Calvin J. Eckles and Myrtle Eckles
known or identified to me to be the persons whose
names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Notary Public



Residing at: Twin Falls, Idaho
Term expires: 11-26

175322

STATE OF IDAHO COUNTY OF GOODING
Filed for record at the Office of the County Clerk on this 30th day of April, 1998.
at 10 min. past 4 o'clock P.m. this 30th day of April, 1998.
at 10 min. past 4 o'clock P.m. this 30th day of April, 1998.

CONTINUATION - SCHEDULE A

Order Number: G-26747

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 11: A parcel of land located in Lots 2 and 3 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more specifically described as follows:

Commencing at the West quarter corner of Section 11, Township 7 South,
Range 13, East Boise Meridian;

Thence South 89°41'17" East, 292.03 feet along the Southerly boundary of Lot
3 said Section 11 to THE REAL POINT OF BEGINNING;

Thence North 22°08'13" East, 1606.63 feet;

Thence South 78°13'14" East, 1167.80 feet to a point on the top of a rim rock;

Thence Southerly along the top of the rim rock the following 5 courses and
distances:

South 0°43'44" East, 258.93 feet;

South 3°18'49" East, 111.59 feet;

South 18°15'14" East, 103.89 feet;

South 10°14'13" West, 84.98 feet;

South 1°42'19" East, 136.93 feet to a point of intersection with the

Northwesterly channel of Billingsley Creek;

Thence along the centerline of the Northwesterly channel of Billingsley Creek
the following 6 courses and distances:

North 65°13'30" West, 32.94 feet;

North 24°13'28" West, 173.16 feet;

North 59°11'06" West, 49.87 feet;

South 48°03'34" West, 376.98 feet;

South 3°04'09" East, 242.39 feet;

South 28°41'48" West, 308.09 feet to a point in the Southerly boundary of
the SE $\frac{1}{4}$ NW $\frac{1}{4}$ said Section 11;

Thence North 89°41'17" West, 1221.61 feet along the Southerly boundary of
the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 3 of said Section 11 to THE REAL POINT OF
BEGINNING.

SUBJECT TO a 15 foot wide access easement along the Northerly boundary.

TOGETHER WITH a 15 foot wide access easement adjacent to the Northerly
boundary and a 50 foot wide roadway easement being 25 feet each side of the
following described centerline:

Commencing at the Northeast corner of the above described parcel of land:

Thence North 78°13'14" West, 97.51 feet;

Thence South 19°07'42" West, 3.22 feet to THE POINT OF BEGINNING;

Thence North 19°07'42" West, 321.01 feet;

Thence North 12°23'03" West, 236.55 feet;

Thence North 13°28'00" West, 66.69 feet;

Thence North 3°53'01" West, 50.22 feet to THE POINT OF ENDING.

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Peter Sturdivant, hereby nominate and appoint
Charles G. Brockway as my attorney-in-fact with full authority to
act for and on my behalf to undertake any and all acts or matters pertaining to water right
transfers or permit applications before the Idaho Department of Water Resources for the
following water right transactions:

Water right transfers for Right Nos. 36-0037A, 37-0037B, 36-106, ~~36-0037A~~
and 36-7314C.

in Gooding County, Idaho. Additionally, I hereby ratify and confirm any
and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said
instruments of writing that may be necessary or proper to carry into execution and effect the
applications, and transfers above-mentioned. Further, I hereby declare that each and every
application, transfer, agreement, receipt, or payment which shall be by my said agent given,
made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had
been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at
all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or
concerning the said premises by virtue of these present. This Limited Power of Attorney will
become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 12 day of Nov 2001.

Signature

Signature

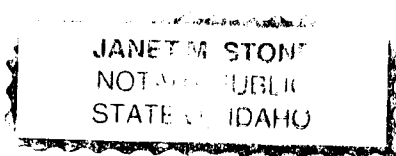
State of Idaho)

County of Blaine) ss.

On this 12th Day of Nov, 2001, before me, a Notary Public
in and for said County and State, personally appeared Peter Sturdivant,
known or identified to me to be the individual whose name and subscription 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.

S
E
A
L



Janet M Stone
Notary Public
In and for said State and County

5/10/04
My Commission Expires

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OCT 13 2004

WATER PURCHASE AGREEMENT

SELLER: Christina Ellston
923 East 2625 South
Hagerman, Idaho 83332

RECEIVED

OCT 15 2004

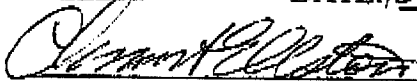
BUYERS: Peter & Jane Sturdivant
P. O. Box 968
Hailey, Idaho 83333

Department of Water Resources
Southern Region

The purpose of this agreement is to set forth the terms and conditions concerning the sale and transfer of water.

1. **DESCRIPTION OF WATER:** The amount of water to be sold and transferred is 0.34 cubic feet per second from Idaho Department of Water Resources water right number 36-16171 being all of this water right.
2. **PRICE:** The total price to be paid for said 0.34 cfs is \$4,250.00. The Buyers will deposit with Jensen Real Estate said sum at the time this agreement is executed. These funds are to be released to the Seller upon the approval of the transfer by the Board of Directors of the Buckeye Ditch Company and the Idaho Department of Water Resources.
3. **POSSESSION:** Buyers shall be entitled to possession of said water rights as soon as all parties have approved the water transfer.
4. **CONDITIONS:** That all costs associated with the sale and transfer shall be the responsibility of the Buyers. That the Seller shall pay all prior assessments, including but not limited to the 2004 assessment, concerning IDWR water right #36-16171 to the Buckeye Ditch Company. It is also agreed that Peter Sturdivant shall sign this agreement as Buyer.
5. **STAND STILL:** Seller shall not initiate or carry on negotiations for the sale of said water to another party unless the Buyers fail to perform and/or both Seller and Buyers agree in writing to abandon this agreement.

This letter reflects our mutual understanding and sets forth the terms and conditions for said water transfer.

SELLER: DATE: 10-8-04**BUYER:**DATE: 10-12-04

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on this 7th day of October, 2004

CHRISTINA M. ELLSTON

whose address is: 923 East 2625 South, Box 404, Hagerman, Id. 83332

the party(s) of the first part, for and in consideration of the sum of \$ 4,250.00

to me/us in hand paid by

PETER L. STURDIVANT

whose address is: P. O. Box #968, Hailey, Id. 83333-0968

the party(s) of the second part, the receipt whereof is hereby acknowledged, do(es) by these presents Grant, Bargain, Sell and Convey unto the said party(s) of the second part, his/her/their executors, administrators and assigns

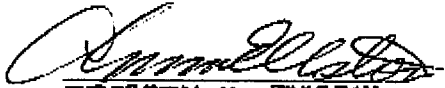
0.34 CFS being all of the irrigation water from the Buckeye Ditch Company concerning Idaho Department of Water Resources water right number 36-16171.

TO HAVE AND TO HOLD The same to the said party(s) of the second part, his/her/their executors, administrators and assigns, forever, and the said party(s) of the first part do(es) for his/her/their heirs, executors and administrators, covenants and agree to and with the said party(s) of the second part, his/her/their executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made, unto the said party(s) of the second part, his/her/their executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party(s) of the first party(s) hereto set his/her/their hand(s) and seal(s) the day and year first above written.

Date:

10-8-04

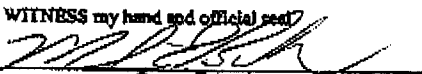

CHRISTINA M. ELLSTON

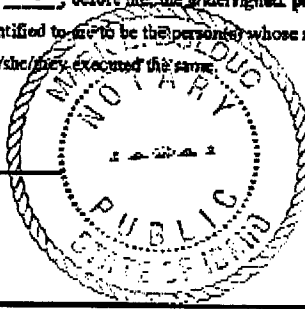
State of IDAHO)

County of Gooding) ss.

On this 7th day of October, in the year 2004, before me, the undersigned, personally appeared Christina M. Ellston, 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.

WITNESS my hand and official seal


Notary Public for State of Idaho
Residing At: Hagerman, Idaho
Commission Expires: 6-08-2006



Page 2 of 4

WATER RIGHT NO. 36-16171
As Modified by Transfer No. 70597

In accordance with the approval of Transfer No. 70597, Water Right No. 36-16171 is now described as follows.

Right Holder: CHRISTINA M ELLSTON
 923 EAST 2625 SOUTH
 HAGERMAN ID 83332

Priority Date: September 10, 1884

Source: BILLINGSLEY CREEK

Tributary: SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	02/15	11/30	0.34 CFS	
			0.34 CFS	

LOCATION OF POINT(S) OF DIVERSION:

BILLINGSLEY CREEK SESENE Sec. 11 Twp 07S Rge 13E GOODING County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
07S 13E 14																	12.0

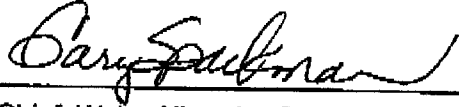
Total Acres: 12

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 5.4 acres within the place of use described above in a single irrigation season.
2. Water is delivered through the Buckeye Ditch.
3. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 12th day of July, 2004


 Chief, Water Allocation Bureau