

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 71070

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant Superior L&L LLC Phone
Post Office address 3100W 1000S Aberdeen, ID 83210

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 _____

☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe the reason for the proposed changes JELLING 5 AC OF GW RIGHT
TO : CARL HENSEN/TINA HENSEN
PO BOX 125
ABERDEEN, ID 83210 328-2461

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
35-13491	1977	0.08	IRR	4/1 to 11/01
		0.08		to
				to
				to
				to

2. Total amount of water being transferred 0.0 cubic feet per second and/or 20 acre-feet per annum.

3. Source of water GW 0.08 tributary to _____

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

SCANNED

Total acres

5Ae

PINGREE 2

Chrysomelidae

4.5A2

T71070

PART 1

6. General Information:

a. Description of diversion system WELL/PUMP TO SPRINKLER

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:
IT WILL BE DRY

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 _____.

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Page 1

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-13491

WATER RIGHT NUMBER: 35-13491

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	RONALD R BARTHOLOMA 2893 W 2200 S ABERDEEN, ID 83210-1850 (208)226-7730
Original Owner	THOMAS R BARTHOLOMA 2891 W 2200 S ABERDEEN, ID 83210-1850 (208)226-7277
Current Owner	SUPERIOR L & L LLC 3100 W 1000 S ABERDEEN, ID 83210

Priority Date: 06/09/1977

Basis: Decreed

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	04/01 to 11/01	0.080 CFS	20.00 AF
	<u>Total Diversion:</u>	0.080 CFS	20.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NW1/4	Sec. 29, Twp 04S, 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	
04S	31E	29							2.0										2.0
04S	31E	30				2.0									1.0				3.0

Total Acres: 5

Conditions of Approval:

1. 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:

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T71070

Caldwell Lane



POD

T2140

5063

2

26.4



POD

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MAR 22 2004

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

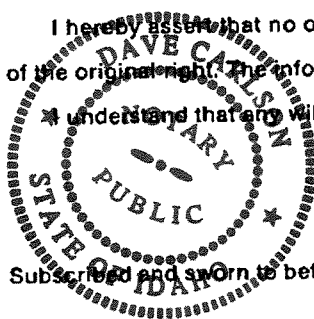
1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

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

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.

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



Paul S. Sapp Manager - Sapp Bros LTL
(Signature of Applicant)

Subscribed and sworn to before me this 5 day of Feb, 192004

Dave Carlson
(Notary Public)

My commission expires

2/28/2004**FOR DEPARTMENT USE ONLY**Transfer contains 5 pages and 6 attachmentsReceived by _____ Date 2/5/04

Protest filed by _____

Prelim. check by DC Fee 100ED29517

Received by _____ Date _____

Published in Morning News

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☒ approval ☐ denial

_____ rec'd.

by DC

Copy of transfer sent to lien holder _____

T71070

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MAR 7 2 2004



Idaho Secretary of State Viewing Business Entity

[[New Search](#)] [[Back to Summary](#)]

[[Get a certificate of existence for SUPERIOR L & L, LLC](#)]

SUPERIOR L & L, LLC

3100 W 1000 S
ABERDEEN, ID 83210

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING 26 Dec 2003

State of Origin: IDAHO

Date of 26 Dec 2003

Origination/Authorization:

Current Registered Agent: REID STEWART
3100 W 1000 S
ABERDEEN, ID 83210

File Number: W27550

Date of Last Annual Report: N/A

Amendments:

Amendment 0 filed 26 Dec 2003 ARTICLES OF
ORGANIZATION

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[Online](#)
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[format\)](#)

[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

73

SCANNED

MAR 22 2006

ATTACHMENT T 71070
1 OF 6

348482

WARRANTY DEED

For Value Received LOVINA K. BARTLETT YOUNG, formerly LOVINA K. BARTLETT, and
TRACY YOUNG, wife and husband

the grantor^s, do hereby grant, bargain, sell and convey unto

CARL K. HENSEN

whose current address is Box 125, Aberdeen, ID 83210

the grantees, the following described premises, in BINGHAM County Idaho, to wit:

TOWNSHIP 4 SOUTH, RANGE 33 E.B.M., Section 11, County of Bingham,
State of Idaho described as: W¹/₂NE¹/₄SW¹/₄SW¹/₄

SUBJECT to taxes and assessments for the year 1986 and thereafter, to roads,
easements and right of way, to building and zoning ordinances and use
regulations and restrictions and to liens and encumbrances suffered, assumed
or occasioned by the Grantees...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor^s do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: June 2, 1986

Tracy Young
TRACY YOUNG

Lovina K. Bartlett
LOVINA K. BARTLETT YOUNG, formerly
LOVINA K. BARTLETT

STATE OF IDAHO, COUNTY OF Bingham
On this 2nd day of June, 1986,
before me, a notary public in and for said State, personally
appeared Lovina K. Bartlett Young,
formerly Lovina K. Bartlett,
and Tracy Young

known to me to be the persons whose name are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Karin Burwell
Notary Public
Residing at Blackfoot
Comm. Expires 10/25/86

348482

RECORDED

20 85

1986 JUN -2 PM 4:48

CK Hansen

MAR 7 2 2001

ATTACHMENT

T 71070
2 OF 6

Furnished by the AMERICAN LAND TITLE CO

389173

DEED OF COUNTY PROPERTY

THIS INDENTURE, made and entered into this 17 th day of April, 1990 by and between the County of BINGHAM, State of IDAHO party of the first part and Carl K. Hensen of Box 125, Aberdeen, ID., 83210, party of the second part.

WITNESSETH: That whereas, by an order duly given, made and entered by the Board of County Commissioners of said County, in meeting assembled on the 8th day of January 1990, it was found and determined that the certain parcel of land belonging to said County and hereinafter particularly described, was not necessary for the use of said County, and that the same should, pursuant to the provisions of Sec. 31-808, Idaho Code Annotated, as amended, be sold at public auction on the 5 th day of March 1990, and

WHEREAS, Pursuant to said order and the statute in such case made and provided, the sale was advertised on the February 2, 9, 16, 23 & March 2, 1990, being 30 days prior thereto, in the Morning News, a daily newspaper published in said County; affidavit of such publication which has been duly filed with the Clerk of the Board of County Commissioners of said County, and

WHEREAS, At the time advertised for said sale the said land was, by the Clerk of said Board, sold at public auction to the party of the second part herein, who was the highest bidder therefor, for the sum of \$150.00, (One Hundred Fifty Dollars) cash, lawful money of the United States of America, which said sum party of the second part has paid to the Treasurer of said BINGHAM County.

NOW, THEREFORE, For and in consideration of the said sum hereinbefore mentioned thus paid, and pursuant to the law in such cases made and provided, the party of the first part herein does grant, bargain, sell and confirm unto the party of the second part, his heirs and assigns forever, but without warranty of title, all that certain parcel of land situated in the County of BINGHAM, State of IDAHO, and more particularly described as follows:

STATE OF IDAHO, COUNTY OF BINGHAM,
T4 S, R33 E, Sec 11.
W2SESW.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the same unto the party of the second part, his heirs and assigns forever.

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MAR 22 2004 T 71070

ATTACHMENT 3 OF 6

349225

536226

WARRANTY DEED

For Value Received Ronald R. Bartholoma and Julie L. Bartholoma, husband and wife
 Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Superior L & L LLC

whose address is: 3100 West 1000 South, Aberdeen, ID 83210

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Township 4 South, Range 31 E.B.M., Bingham County, Idaho

Section 29: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 30: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: January 2, 2004

Ronald R. Bartholoma
 Ronald R. Bartholoma

Julie L. Bartholoma
 Julie L. Bartholoma

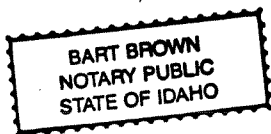
FIRST AMERICAN TITLE COMPANY

2004 JAN - 5 PM 4:19
 RECORDED AT THE REQUEST OF
 BINGHAM COUNTY RECORDER
 BUCKHOOD, IDAHO
 FEE \$ 085

STATE OF Idaho)
) ss.
 COUNTY OF Power)

On this 5 day of January, 2004, before me the undersigned, personally appeared Ronald R. Bartholoma, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

Bart Brown
 Notary Public of Idaho
 Residing at American Falls
 Commission Expires: 1-5-05

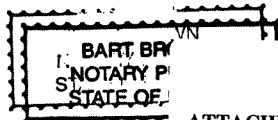


STATE OF Idaho)
) ss.
 COUNTY OF Power)

536226

On this 5 day of January, 2004, before me the undersigned, personally appeared Julie L. Bartholoma, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

Bart Brown
 Notary Public of Idaho
 Residing at American Falls
 Commission Expires: 1-5-05



ATTACHMENT 4 OF 6

SCANNED

MAR 7 2 2004

WATER RIGHT SALE AGREEMENT

Reid Stewart, manager, Superior L&L, LLC. (Seller)
Agrees to sell to

Carl K. Hensen and Tina M. Hensen, husband and wife, (Buyer):

15 acres of # 35-7677 together with .23 CFS

5 acres from NE NW S 29 4S 31E

5 acres from NW NW S 29 4S 31 E

2 acres from SW NW S 29 4S 31 E

2 acres from SE NE S30 4S 31E

1 acre from NE SE S 30 4S 31 E

15 Acres total @ \$500.00 per acre for a total of \$7,500.00 to be paid within TEN days of Idaho Department of Water Resources approval, if the Idaho Department of Water Resources approves said transfer within ONE year of the application. If the Idaho Department of Water Resources did not approve transfer of said rights within ONE year of the application, the parties will renegotiate this agreement, with the option to not renew.

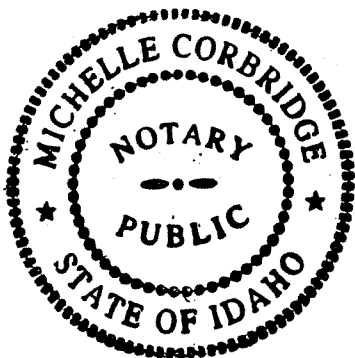
It is agreed that payment will be made, in full, within TEN days of the approval of the transfer of said water rights. Should payment not be made as agreed, the buyer will be responsible for all costs of collection, and the cost of fees for the return of the water rights to the seller, and the sale shall be null and void. The seller will have a first mortgage position on the water rights and the land appurtenant to until paid in full.

DATED AND SIGNED this 2nd day of February, 2004

Carl K. Hensen
Carl K. Hensen

Tina M. Hensen
Tina M. Hensen

SUBSCRIBED AND SWORN to before me this 2nd day of February, 2004.



Michelle Corbridge

NOTARY PUBLIC FOR IDAHO

Residing at: Abundant

My commission expires: 08/28/2009

SCANNED

MAR 7 2 2004

T 71070
ATTACHMENT 5 OF 6

WATER RIGHT SALE AGREEMENT

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Agrees to sell to

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5 acres from NW NW S 29 4S 31 E

2 acres from SW NW S 29 4S 31 E

2 acres from SE NE S30 4S 31E

1 acre from NE SE S 30 4S 31 E

15 Acres total @ \$500.00 per acre for a total of \$7,500.00 to be paid within TEN days of Idaho Department of Water Resources approval, if the Idaho Department of Water Resources approves said transfer within ONE year of the application. If the Idaho Department of Water Resources did not approve transfer of said rights within ONE year of the application, the parties will renegotiate this agreement, with the option to not renew.

It is agreed that payment will be made, in full, within TEN days of the approval of the transfer of said water rights. Should payment not be made as agreed, the buyer will be responsible for all costs of collection, and the cost of fees for the return of the water rights to the seller, and the sale shall be null and void. The seller will have a first mortgage position on the water rights and the land appurtenant to until paid in full.

DATED AND SIGNED this 5 day of Feb, 2004

Reid Stewart

Reid Stewart

SUBSCRIBED AND SWORN to before me this 5 day of Feb, 2004.



Dave Carlson

NOTARY PUBLIC FOR IDAHO

Residing at: Rigby, Id

My commission expires: 2/28/2008

SCANNED

MAR 7 2 2004 T 71070

ATTACHMENT 6 OF 6