

(Internet)

MAR - 8 2002

Department of Water Resources
STATE OF IDAHO

Transfer No. 69649

Page 1 of 6

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Ward Land & Livestock - LLC Phone 677-3935
Post Office address 227 E 400 S Burley Id 83318

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 To provide water for all

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE	Maturity	Pay
1. <u>100% of the net proceeds of the sale of the property</u>		

- | 3. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE | | | | | Period of Use |
|--|----------|-----------------------|------------------|------|---------------|
| 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | | |
| 43-13067 | 03/16/63 | 0.07/14.1 | Stock/Com/Dom | 0/01 | to 12/31 |
| | | | | | to |
| | | | | | to |
| | | | | | to |

2. Total amount of water being transferred 0.07 cubic feet per second and/or 14.1 acre-feet per annum.
Groundwater tributary to _____

- 4. Point(s) of Diversion:**

4. Point(s) of Diversion:								
Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion
		NE	NE	15	11S	23E	Cassia	existing well
		NW	NE	15	11S	23E	Cassia	existing well
		NW	NE	15	11S	23E	Cassia	existing well
		NW	NE	15	11S	23E	Cassia	existing well

5. Lands irrigated or place of use:

[illegible]

Total acres _____

69649

PART 1

6. General Information:

a. Description of diversion system Well, pumps, pipes + distribution
System to service water troughs and barn
operations.

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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:

lands will be dried up and no longer irrigated

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 1

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

Current Water Right No. 43-13067

Priority Date: 03/16/1963
Origin: Adjudication Recommendation
Basis: License
Status: Active

Source: GROUND WATER

Trib

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.07 CFS	18.8 AFA	
Total Diversion		0.07 CFS	18.8 AFA	

Source and Point(s) of Diversion:

<u>Source</u>	<u>Twp</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>
GROUND WATER	12S	26E	10	NWNESW		CASSIA

PLACE OF USE: IRRIGATION

<u>Twp</u>	<u>Rge</u>	<u>Sec</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
12S	26E	10													4.7

Total Acres: 4.7

Conditions/Remarks:

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
2. 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.
3. 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.

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

Current Water Right No. 43-13067

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

lands will be dried up and no longer irrigated

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

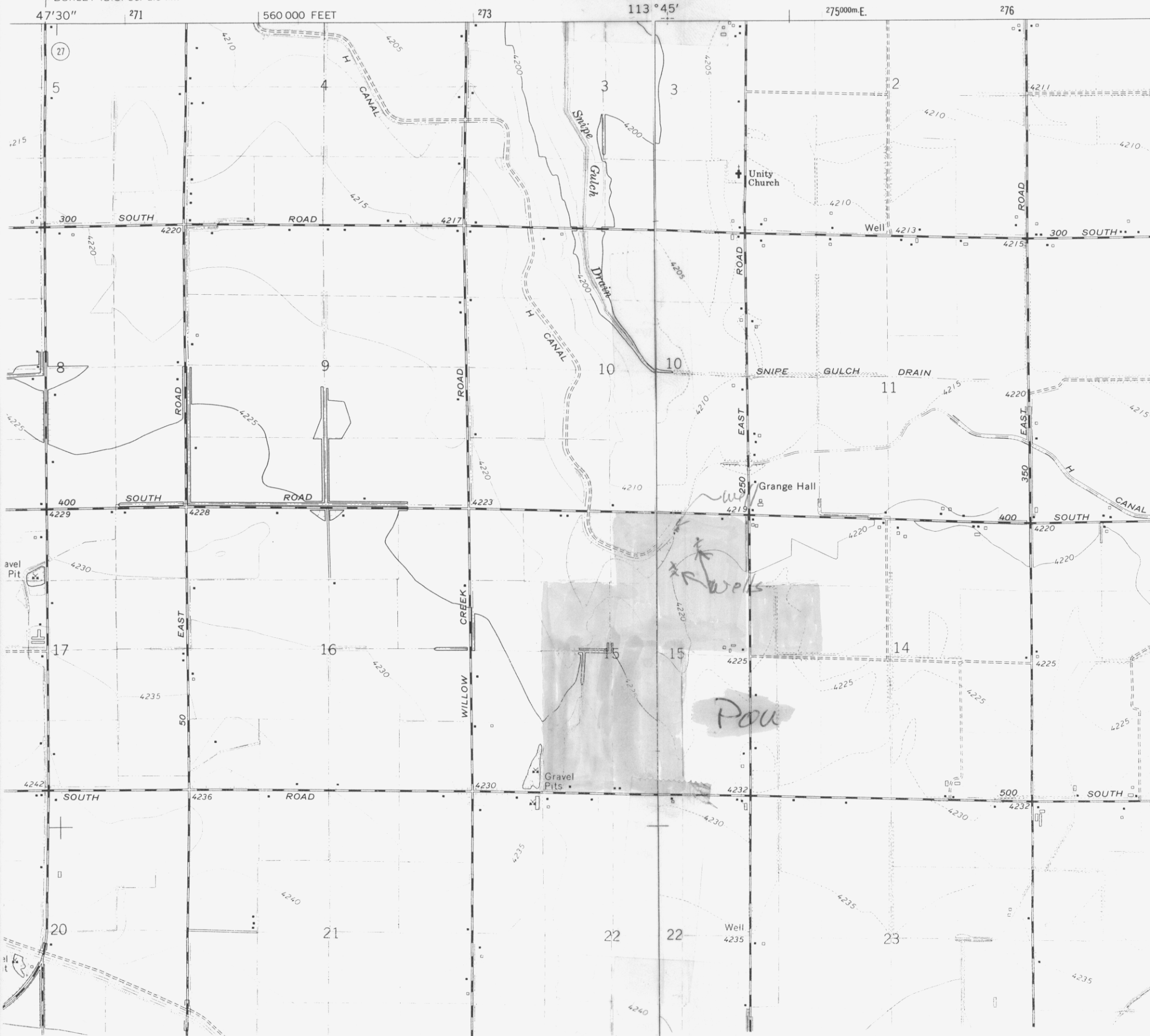
Ward's Land + Livestock
T11S R23E Sec 15

KENYON QUADRANGLE
IDAHO-CASSIA CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

T690

TWIN FALLS 42 MI.
BURLEY (U.S. 30) 2.5 MI.

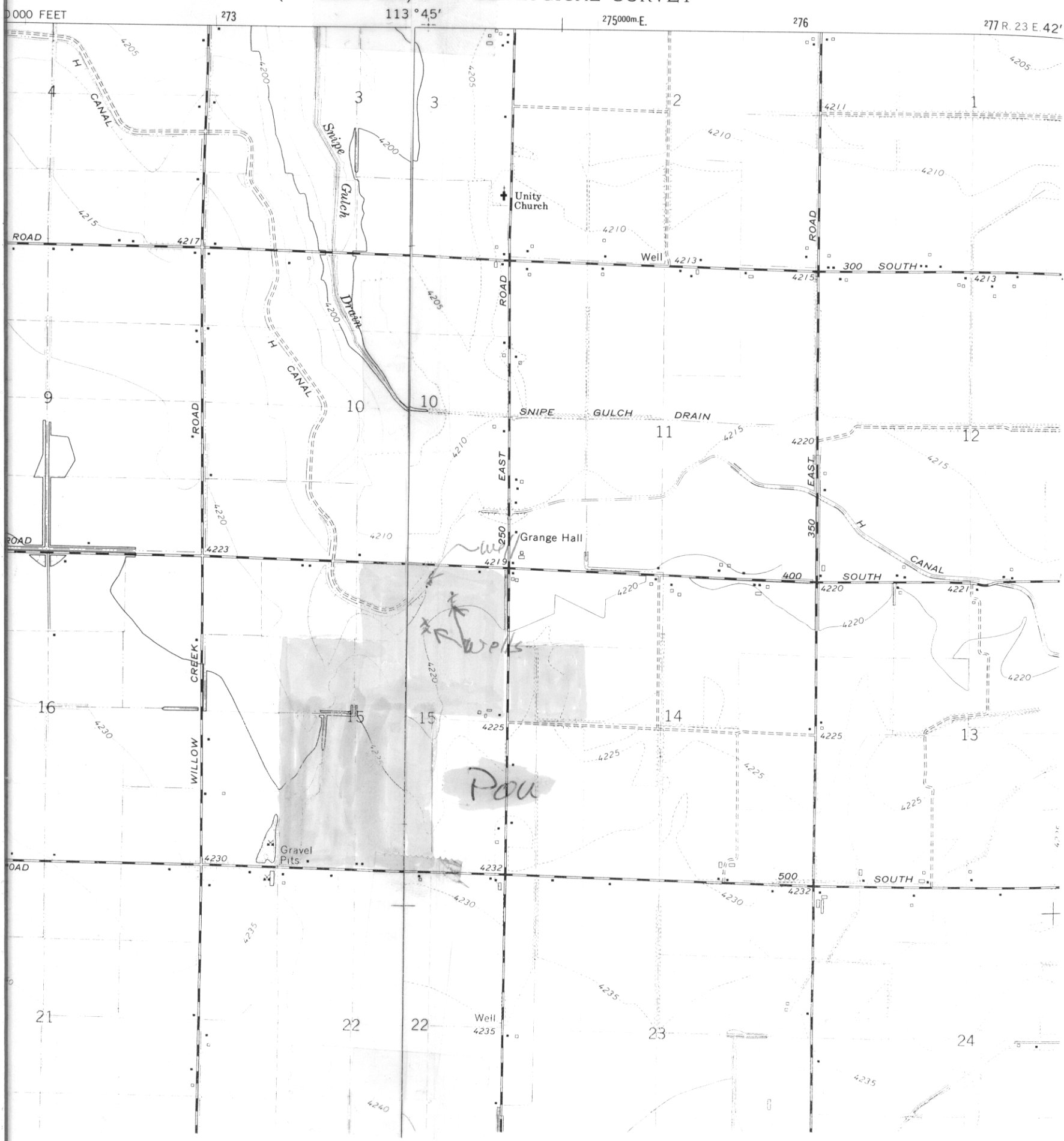


and Livestock

E Sec 15 KENYON QUADRANGLE
IDAHO-CASSIA CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

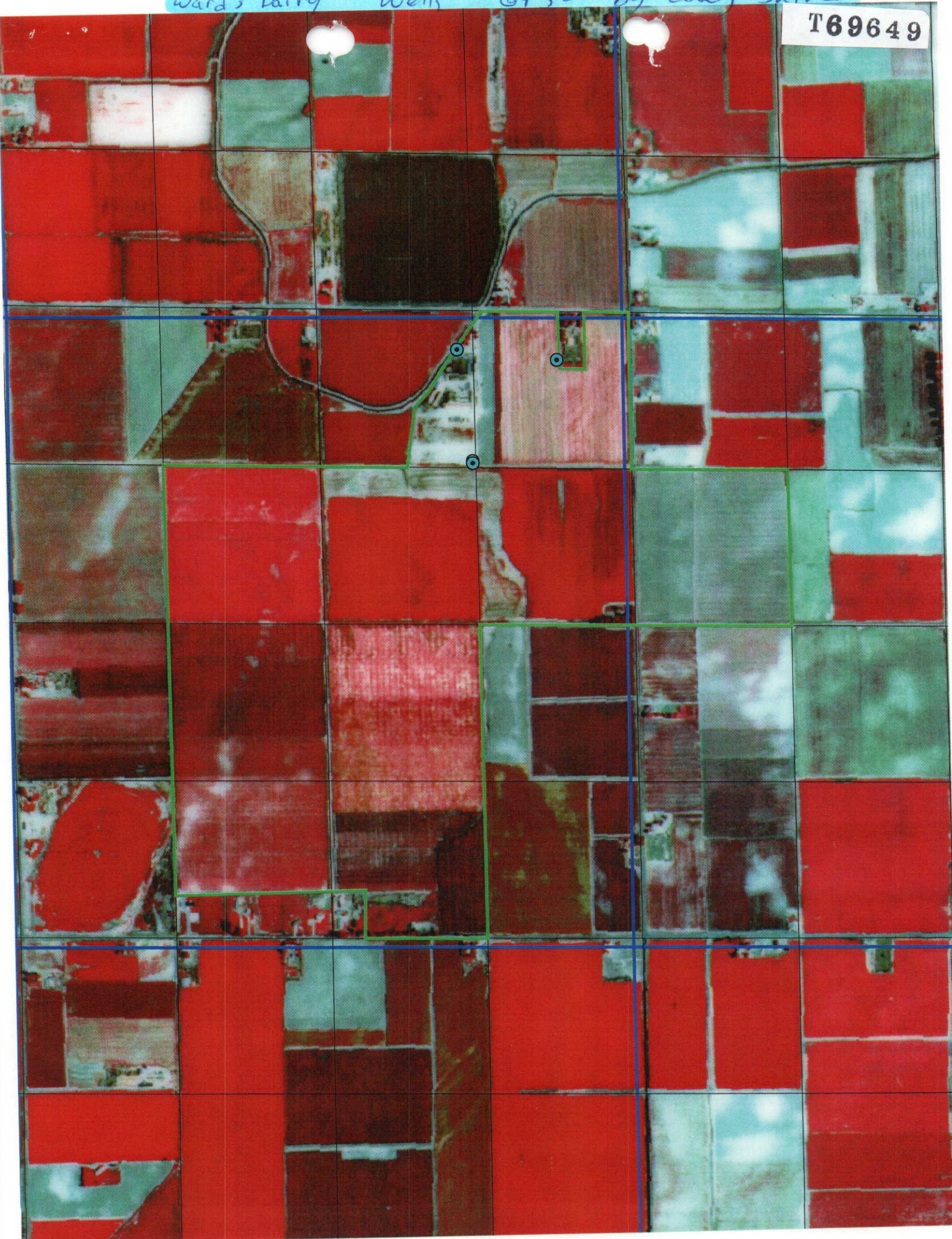
UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

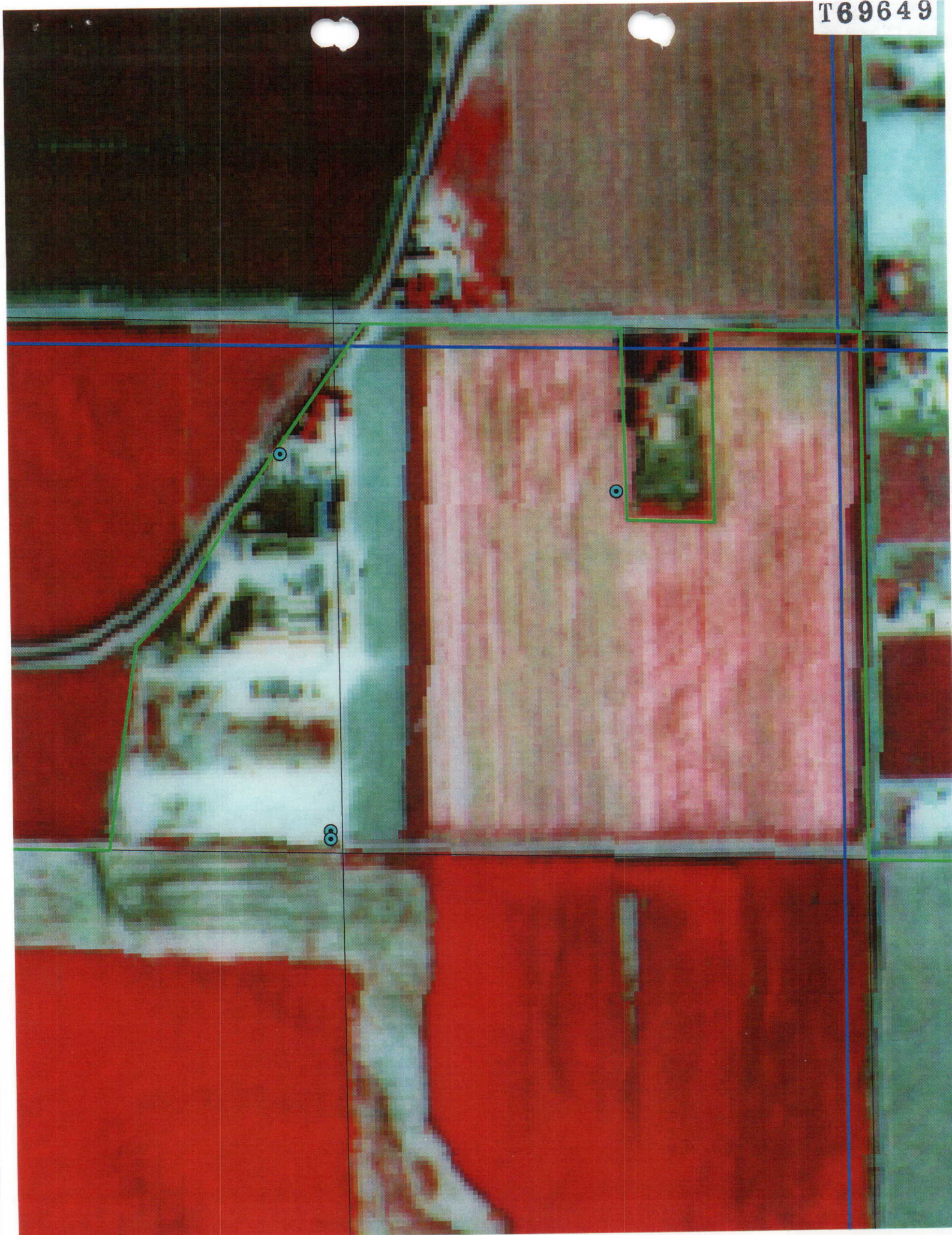
T69649



Ward's Dairy Wells - GPS'd by Corey Skinner

T69649





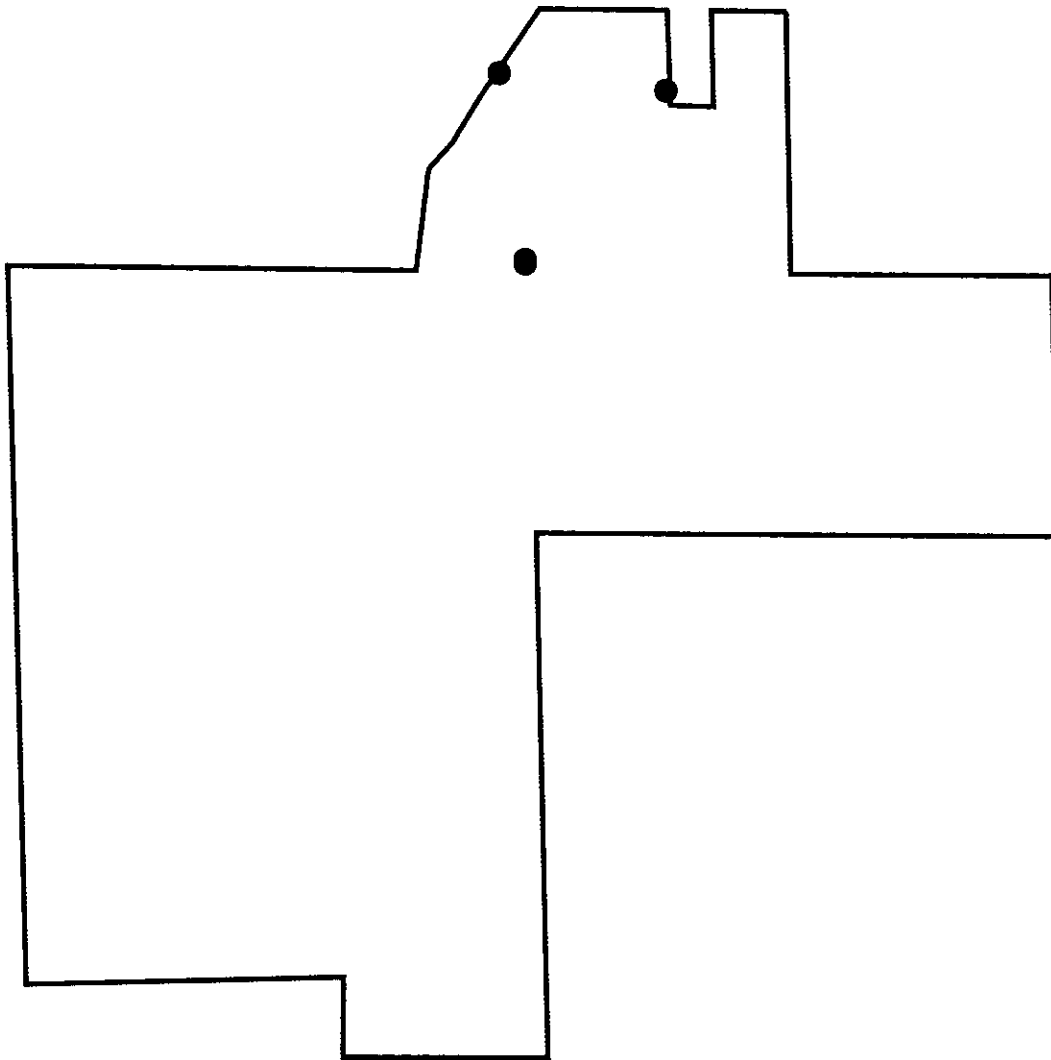
T69649

A0010110

A0010099

A0010099 1st Fr
A0010097 S.M.

T69649



PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of Use Stockwater Commercial Amount (cfs/ac-ft) 0.07/14.1 Hours/days/year as needed Period of Use 0/1/01 to 12/31

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

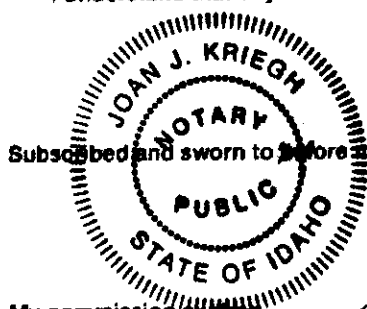
All waters to remain on property

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

Should be 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

31

day of

October

2001

Shawn A Ward Pres World Dairy
(Signature of Applicant)

Joan J. Kriegh
(Notary Public)

My commission expires

1-1-2004

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 7 attachments

Received by J.F.

Date 11/7/01

Protest filed by

None

Prelim. check by J.F.

Fee 250.00

Received by J.F.

Date 11/7/01

(Note on 11/16/01 transfer was amended for less flow... \$150 to be refunded)

Published in South Id. Press

Copies of protest forwarded by

Pub. dates 2/11 & 2/18/02

Hearing held by _____ Date _____

Watermaster recommendation requested on N/A

Recommended for ☐ approval ☐ denial

rec'd.

by _____

Copy of transfer sent to lien holder _____

T69649

Ward Land & Livestock LLC

T 11S R 23E

Sec 15 well/s well Sec 14

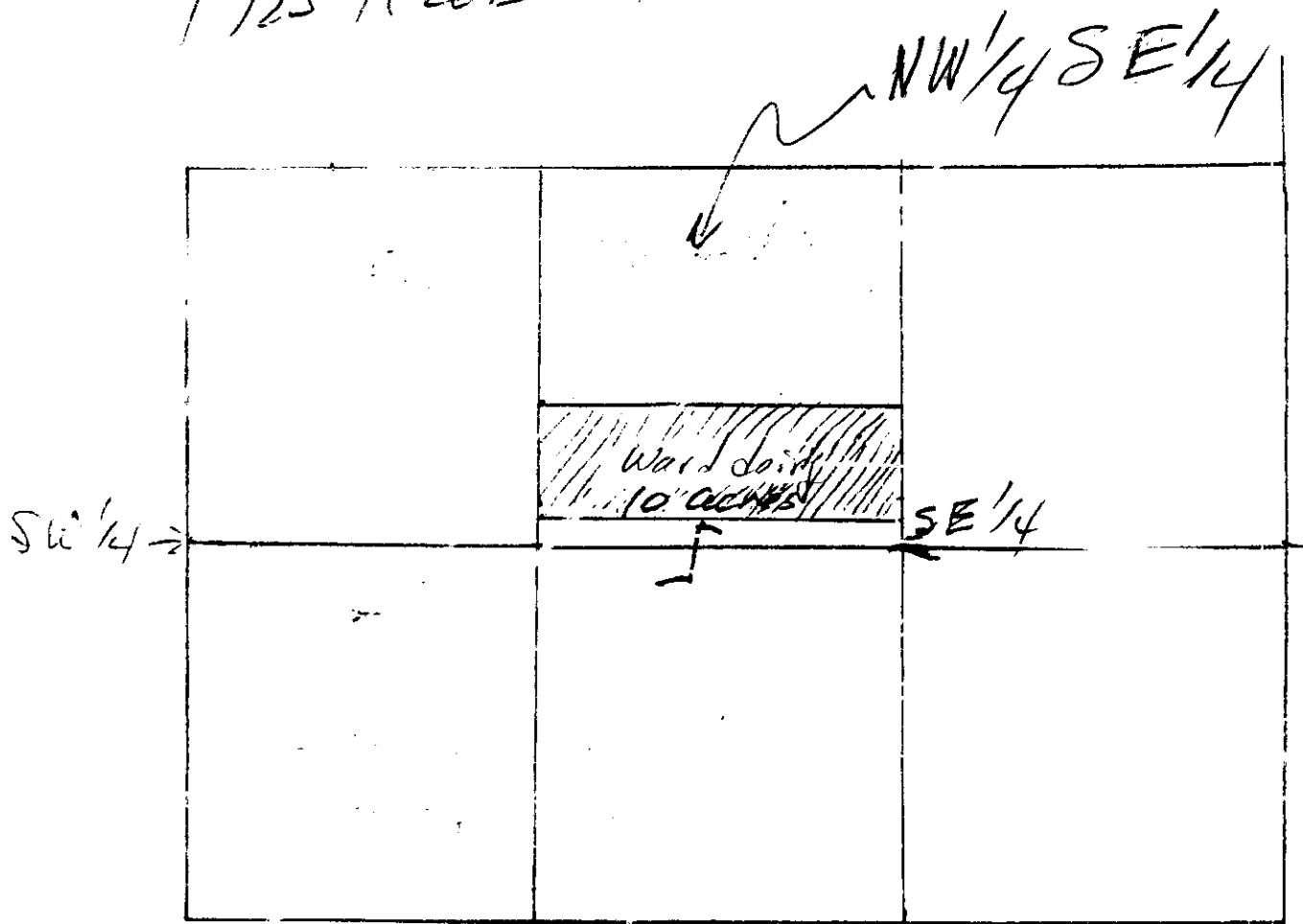
S/C NWNE
S/C NENE

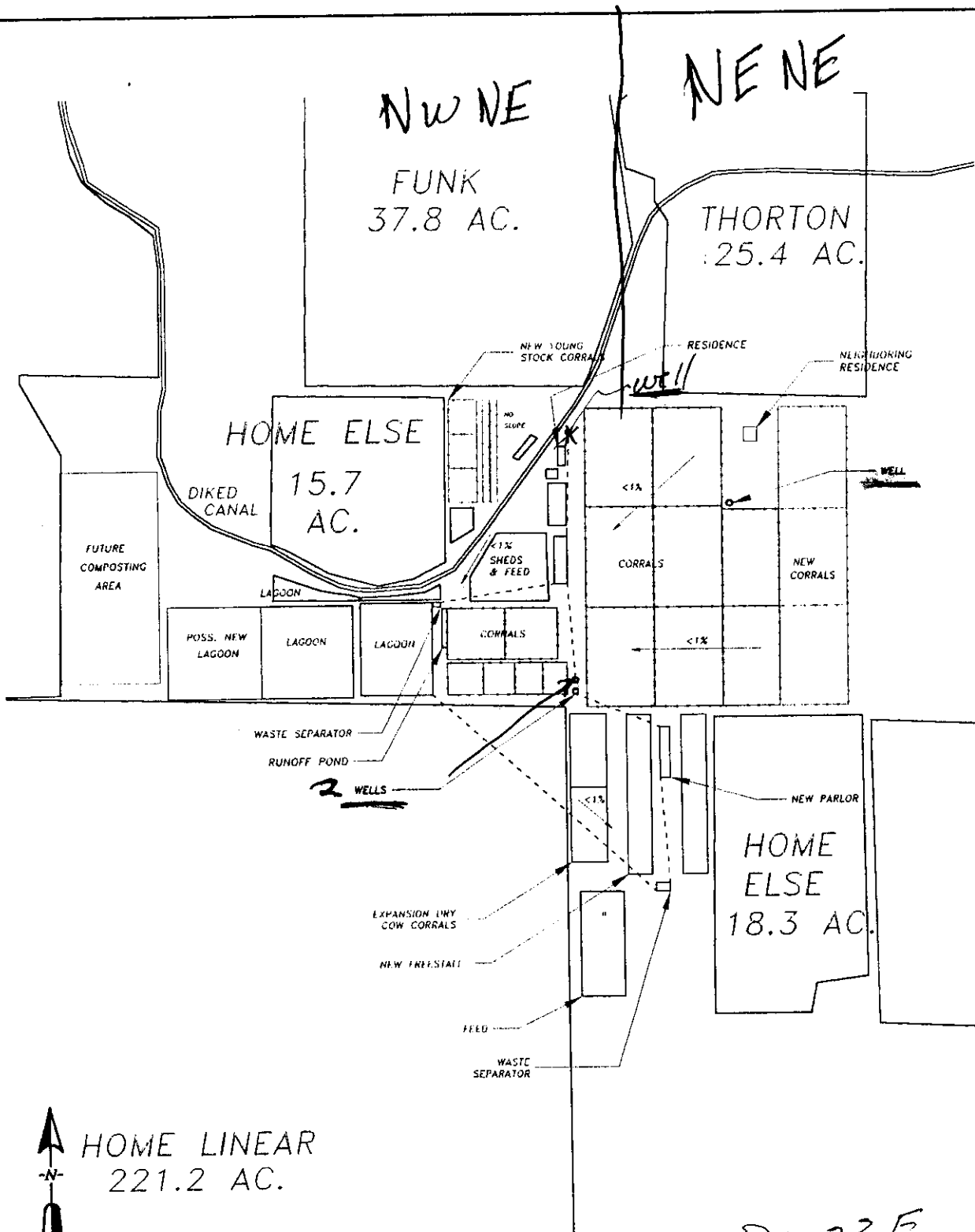
	C	C	C/S	C			
	C	C					
	C	C					

T69649

Transfer log

T12S R26E S10





WARD DAIRY
SITE PLAN

Sec 15 T 115 R 23 E

SCALE 1" = 660'

----- WASTE PIPELINE
----- CLEAN PIPELINE

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTTHIS AGREEMENT is made and entered into this 9/26/08by and between Del Hahdz
(hereinafter "Seller"), and Ward Dairy - Glenn Ward
(hereinafter "Buyer").**TERMS AND CONDITIONS**

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyers do hereby agree to buy from the Sellers 30 acre feet of Idaho Water right # 43-2559 and the water appurtenant thereto, for \$2 per acre foot transferable to buyer.

2. The total purchase price shall be \$ _____. The entire purchase price shall be paid on the closing date described in paragraph 5 below, less 15% finders fee and down payment paid at signing: at signing -

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department. If the application is not approved, this Agreement shall become null and void. A copy of the Application for Transfer of Water Right is attached hereto as Exhibit "A" and incorporated herein by said reference.

4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price to Seller shall take place at the law offices of Ling, Nielsen and Robinson, 615 H Street, Rupert, Idaho, within thirty days of Buyer's receipt of approval from the Department of the application for transfer.

5. The Buyers shall be given possession and use of the water right and the appurtenant thereto, upon closing.

6. In the event that the Buyers are unable to close this transaction for any reason, the Buyers agree that they will execute any documents necessary to transfer the water permit back to the Sellers. Non-payment of this contract and refusal by the buyer to transfer the water right back to the seller constitutes a lien on the property to which the water is transferred.

7. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

8. Each party agrees to pay one-half of any costs incurred in executing this document. *Not more than \$15000*

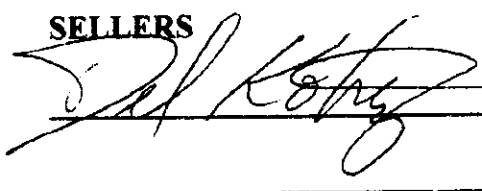
9. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

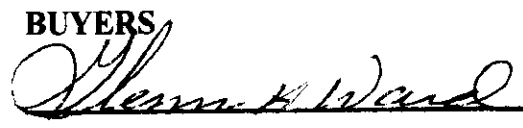
10. Buyer understands that if Kohtz is not at fault for the failure of his transfer due to protests or other factors beyond his control, Kohtz shall charge an hourly fee of ~~\$50.00~~ *Not more than \$75000* for the preparation and presentation of the application for transfer. This includes travel time and attendance of hearings on buyers behalf. These monies will come out of the finders fee charged at signing. If transfer is accomplished no hourly fee will be charged. If Kohtz does not find a water right that will transfer to buyer all monies will be refunded. *DK*

11. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money I (we) have to pay or the amount of water I (we) receive.

Other Provisions

IN WITNESS WHEREOF the parties have caused their names to be subscribed on the
dates set forth above.

SELLERS


BUYERS


AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this May 19, 2000

by and between Mark Baker
(hereinafter "Seller"), and Del Koltz (hereinafter "Buyer").

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyers do hereby agree to buy from the Sellers 77ACW5 or 300AFA DK MB ~~75~~ inches of Idaho Water

License # 43-2559 and the water appurtenant thereto, for

\$ 1000, or ~~less~~ 9000 ^{DK MB} ² ^{DK MB}

2. The total purchase price shall be \$ ~~7500~~ ^{DK MB}. The entire purchase price shall be paid on the closing date described in paragraph 5 below, less earnest money paid.

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department. If the application is not approved, this Agreement shall become null and void. A copy of the Application for Transfer of Water Right is attached hereto as Exhibit "A" and incorporated herein by said reference.

4 The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price to Seller shall take place at the law offices of Ling, Nielsen and Robinson, 615 H Street, Rupert, Idaho, within thirty days of Buyer's receipt of approval from the Department of the application for transfer.

5 The Buyers shall be given possession and use of the water license and the water appurtenant thereto, upon closing.

6 In the event that the Buyers are unable to close this transaction for any reason, the Buyers agree that they will execute any documents necessary to transfer the water license back to the Sellers.

7 In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

8 Each party agrees to pay one-half of any costs incurred in executing this document.

9 This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

OTHER PROVISIONS

It is understood Mark Baker has sold
a certain amount of Water Right 43-2559
To the State of Idaho. The remainder
is being sold to Koniz & Howard at
the rate on this contract.

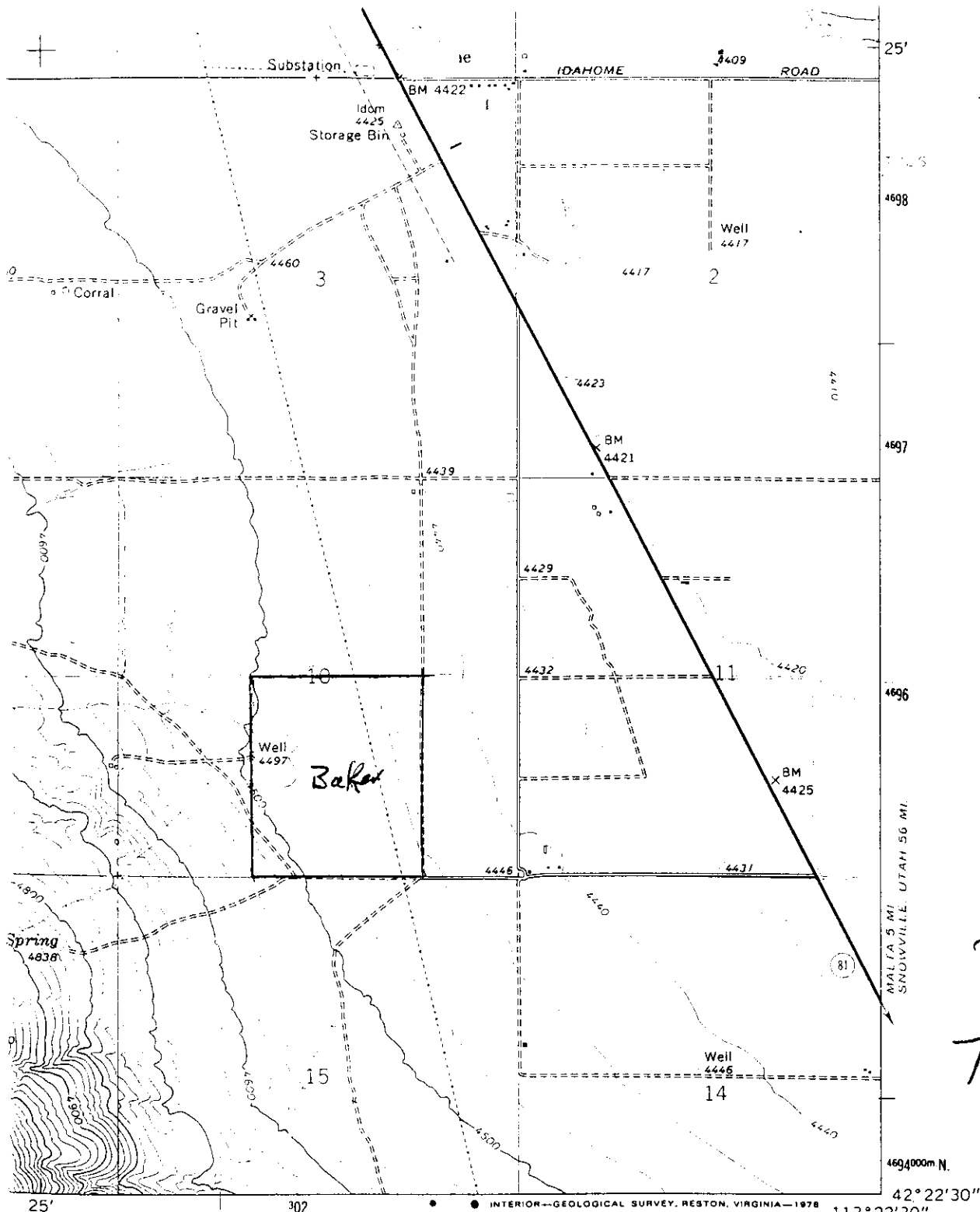
IN WITNESS WHEREOF the parties have caused their names to be
subscribed on the dates set forth above.

SELLERS

Mark Baker
1000 S 2050 E Declo Id.

BUYERS

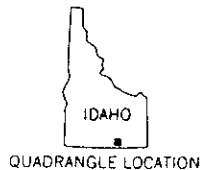
11/11
William Koniz
William Howard



T69649

*Baker
T12S R26E*

1 MILE
3



ROAD CLASSIFICATION

Primary highway, all weather, hard surface Light-duty road, all weather, improved surface

Unimproved road, fair or dry weather

Interstate Route U. S. Route State Route

IDAHOME, IDAHO
N4222.5—W11322 5/7.5

1968
PHOTOREVISED 1978
AMS 3368 IV NW—SERIES V893

10/31/2001
14:31:10

UNIFORM ASSESSMENT DEVELOPMENT
SOFTWARE SYSTEMS

PMB001
NUMERIC ROLL
BY SPECIFIC NAME

** PARCEL KEY **
TYPE PARCEL NO STATUS
CODE OLD PARCEL NO
MAP NUMBER

NAME/ADDRESS

LEGAL DESCRIPTION

CAT

QUANTITY

MH 12S26E104800 A
017-00 MH10S26E104800A

BAKER, MARK
& BAKER, DIANE
1000 SOUTH 2050 EAST
DECLD ID 83323

1999 OAKWOOD 28X72

46

INSP YR: 2001

PROPERTY ADDRESS: 1000 SO 2050 EAST 83323

RP 12S26E099000 A
017-00 RP12S26E097200T

BAKER, MARK
& BAKER, DIANE H/W
1000 SOUTH 2050 EAST
DECLD ID 83323

SESE
S 9 T 12 R 26

5

40.000

239689
211793
199912
177214
166365

PROPERTY ADDRESS:

40.000

INSP YR: 2000

RP 12S26E106750 A
017-00

BAKER, MARK
& BAKER, DIANE H/W
1000 SOUTH 2050 EAST
DECLD ID 83323

SWSW, W1/2SESW
S 10 T 12 R 26

5

61.250

239689

PROPERTY ADDRESS:

61.250

INSP YR: 2001

RP 12S26E107800 A
017-00 RP12S26E106000T

BAKER, MARK
& BAKER, DIANE H/W
1000 SOUTH 2050 EAST
DECLD ID 83323

W1/2SE LESS T 8285
S 10 T 12 R 26

1

59.660

10

1.000

239689
211793
199912
177214
166365

PROPERTY ADDRESS:

60.660

INSP YR: 2001

RP 12S26E154200 A
017-00 RP12S26E154200T

BAKER, MARK
& BAKER, DIANE H/W

S1/2NW S 15 T 12 R 26

5

80.000

LEGAL DESCRIPTION		CAT	QUANTITY	UNIT	MARKET	REVIEW YEAR
1999 OAKWOOD 28X72		46			64,057	2001
AST ID 83323						
1000	SD 2050 EAST	83323		**	64,057 ***	*HD*
SESE S 9 T 12 R 26		5	40.000	AC	1,280	2000
H/W AST ID 83323						
			40.000 **		1,280 ***	
SWSW, W1/2SESW S 10 T 12 R 26		5	61.250	AC	1,960	2001
H/W AST ID 83323						
			61.250 **		1,960 ***	
W1/2SE LESS T 8285 S 10 T 12 R 26		1 10	59.660 1.000	AC AC	20,284 4,600	2001 2001
H/W AST ID 83323						
			60.660 **		24,884 ***	
S1/2NW S 15 T 12 R 26		5	80.000	AC	2,560	2000
H/W						

10/31/2001
14:30:30

UNIFORM ASSESSMENT DEVELOPMENT
SOFTWARE SYSTEMS
PMB001
NUMERIC ROLL
BY SPECIFIC NAME

** PARCEL KEY **
TYPE PARCEL NO STATUS NAME/ADDRESS LEGAL DESCRIPTION CAT QUANTITY
CODE OLD PARCEL NO
MAP NUMBER

248372 32
192992

PROPERTY ADDRESS: 227 E 400 SOUTH 40.000
INSP YR: 2001

RP 11S23E151201 A WARD LAND & LIVESTOCK LLC S1/2NE LESS T 7164 1 78.350
006-00 RP11S23E151201T 227 EAST 400 SOUTH S 15 T 11 R 23 19 .650
252361
240436

PROPERTY ADDRESS: 79.000
INSP YR: 2001

RP 11S23E154200 A WARD LAND & LIVESTOCK LLC SENW; W1/2SE LESS SO 33' 1 118.000
006-00 RP11S23E154200T 227 EAST 400 SOUTH S 15 T 11 R 23 10 1.000
248372 31
221469 32
221468

PROPERTY ADDRESS: 200 E 500 SOUTH 83318 119.000
INSP YR: 2001

RP 11S23E154800 A WARD LAND & LIVESTOCK, LLC T 4104A, T 7389, T 7390 1 68.940
006-00 RP11S23E154800T 227 EAST 400 SOUTH S 15 T 11 R 23 (E1/2SW)
246701
246700
246699
220006
99761

PROPERTY ADDRESS: 940
INSP

RP 11S23E143600 A WARD LAND & LIVESTOCK LLC SWNW 1 39.25
006-00 RP11S23E143600T 227 EAST 400 SOUTH S 14 T 11 R 23 19 .75
248372
105395

PROPERTY ADDRESS: 40.000
INSP YR: 2000

LEGAL DESCRIPTION	CAT	QUANTITY	UNIT	MARKET	REVIEW YEAR
	32			536,342	2001
E 400 SOUTH		40.000	**	731,592	***
S 1/2NE LESS T 7164	1	78.350	AC	55,629	2001
S 15 T 11 R 23	19	.650	AC		2001
		79.000	**	55,629	***
SENW; W 1/2SE LESS SO 33'	1	118.000	AC	83,780	2001
S 15 T 11 R 23	10	1.000	AC	6,600	2001
	31			100,764	2001
	32			8,900	2001
E 500 SOUTH	83318	119.000	**	200,044	*** *HD*
T 4104A, T 7389, T 7390	1	68.940	AC	48,947	2001
S 15 T 11 R 23 (E 1/2SW)					
		68.940	**	48,947	***
S 1/4NW	1	39.250	AC	27,868	2000
S 14 T 11 R 23	19	.750	AC		2000
		40.000	**	27,868	***

RP 11S23E153600 A	WARD, DANIEL G	SWNW SEC 15 T 11 R 23	1	39.25
006-00 RP11S23E153600T	& WARD, KARLA H/W		19	.75
	227 EAST 400 SOUTH			
	BURLEY ID 83318			

261675
244972
209503
209502
209501

INSP YR: 2001

PROPERTY ADDRESS:

40.00

RP 11S23E150000 A	WARD LAND & LIVESTOCK LLC	NENE LESS T 3927	1	35.920
006-00 RP11S23E150000T	227 EAST 400 SOUTH	S 15 T 11 R 23	10	1.000
	BURLEY ID 83318		19	1.400

248372
117544
117543
117542
88916

PROPERTY ADDRESS:

38.320

INSP YR: 2000

RP 11S23E150600 A	WARD LAND & LIVESTOCK LLC	NWNE	1	36.000
006-00 RP11S23E150600T	227 EAST 400 SOUTH	S 15 T 11 R 23	10	1.000
	BURLEY ID 83318	PERS PROP MOVED TO PP#15936	19	3.000
			31	

WNW SEC 15 T 11 R 23

1	39.250	AC	27,868	2001
19	.750	AC		2001

40.000 **

27,868 ***

NE LESS T 3927
5 T 11 R 23

1	35.920	AC	25,503	2000
10	1.000	AC	6,600	2000
19	1.400	AC		2000

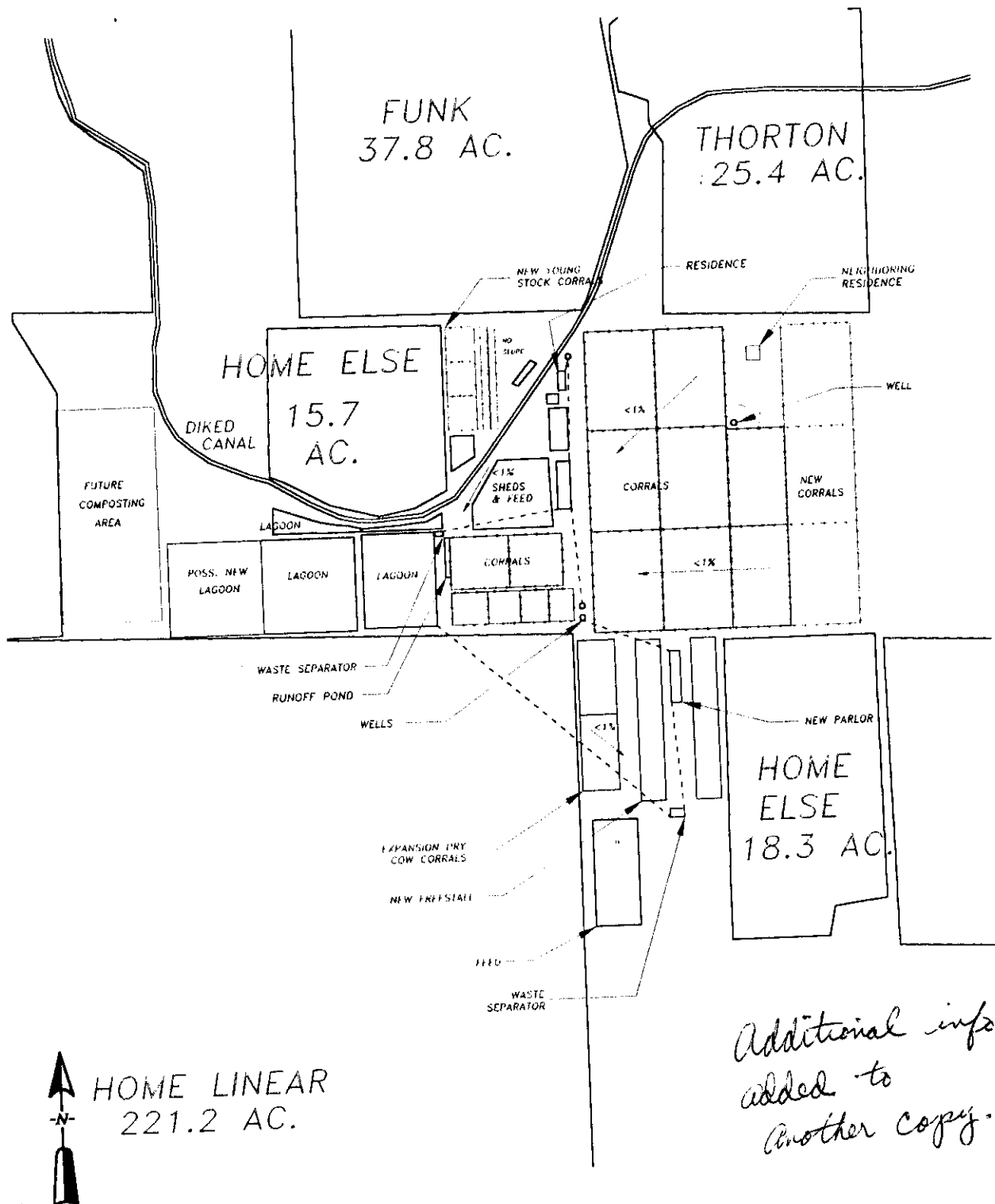
38.320 **

32,103 ***

E
5 T 11 R 23
S PROP MOVED TO PP#15936

1	36.000	AC	25,560	2001
10	1.000	AC	9,200	2001
19	3.000	AC		2001
31			160,490	2001

T69649



WARD DAIRY SITE PLAN

SCALE 1" = 660'

----- WASTE PIPELINE
 ----- CLEAN PIPELINE