

Transfer No. 70569
Receipt No.S025812

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information JEFF L WEBER
950 E 570 S
DIETRICH ID 83324
(208)544-2857

And

KERI JO WEBER
950 E 570 S
DIETRICH ID 83324
(208)544-2857

Will this transfer result in an ownership change? No

2. Current Water Right**Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
37-20848	WR/License	8.28	2,242.4	560.6	589.0	GROUND WATER
37-20850	WR/Beneficial Use	0.40	113.6	28.4	589.0	GROUND WATER

3. Purpose of Transfer (Change Proposed)**Part 3A Attached for Each Proposed Right****Part 3B Attached for Each Split Right**

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
37-20848	NO	NO	YES	NO	NO	NO
37-20850	NO	NO	YES	NO	NO	NO

Describe the reason for the proposed changes

The place of use has changed since 1987, so transfer is needed to show what land is now irrigated.
The application includes 43 acres of BLM land that are farmed under the Sikes Act: T. 7S R. 19E
Sec. 3; SE/SW 38 acres, SW/SE 5.0 acres.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

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

5. Total Amounts Transferred

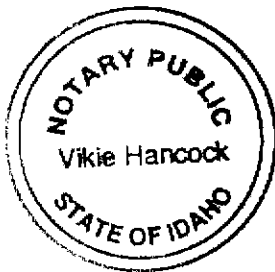
	Rate	Acre Limit	Total Acres	Volume
37-20848	8.28 cfs	560.6	634.0	2,242.4 af
37-20850	0.40 cfs	28.4	634.0	113.6 af
TOTAL	8.28 cfs	589.0	634.0	2,356.0 af

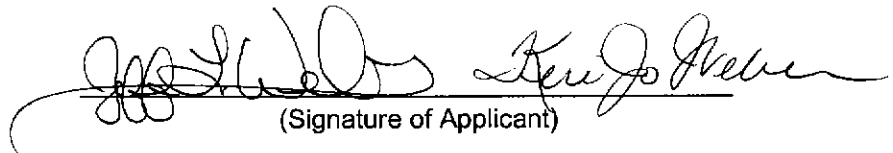
SCANNED
FEB 11 2004

Transfer No. 70569
Receipt No. S025812

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

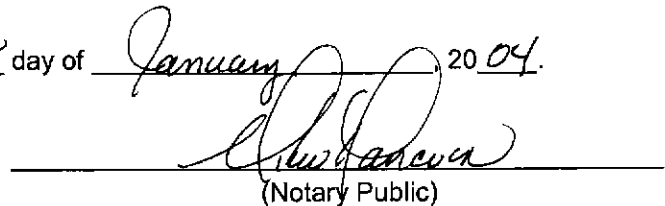
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application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




(Signature of Applicant)

(Title or Office)

Subscribed and sworn to before me this 15th day of January, 2004.


(Notary Public)

My commission expires 5/7/2009

SCANNED
FEB 11 2004

Transfer No. 70569
Receipt No. S025812

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

Current Water Right No. 37-20848

Priority Date: October 06, 1977
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	8.28 CFS	2,242.4 AFA	
	Total Diversion	8.28 CFS	2,242.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESENE	Sec. 3 Twp 07S Rge 19E LINCOLN County
GROUND WATER	NENESE	Sec. 3 Twp 07S Rge 19E LINCOLN 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	
07S	19E	2					19.0	39.0			32.0	38.0	39.0	23.0					190.0
							L4												
07S	19E	3	19.0	20.0	40.0	40.0	20.0	20.0	40.0	40.0	40.0				40.0	40.0		40.0	399.0
			L1	L2			L3	L4											

Total Acres: 589

Conditions/Remarks:

1. 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.
2. USE OF THIS RIGHT WITH RIGHT NO. 37-20850 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 8.28 CFS.
3. RIGHT NO. 37-20850 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO SECTION 42-1426, IDAHO CODE.
4. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 560.6 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5. USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL CO.

SCANNED
FEB 11 2004

Page 4

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?

YES

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

Transfer describes how land is presently 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

SCANNED
FEB 11 2004

Transfer No. 70569
Receipt No. S025812

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

Current Water Right No. 37-20850

Priority Date: March 15, 1983
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.40 CFS	113.6 AFA	
	Total Diversion	0.40 CFS	113.6 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESENE	Sec. 3 Twp 07S Rge 19E LINCOLN County
GROUND WATER	NENESE	Sec. 3 Twp 07S Rge 19E LINCOLN 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	
07S	19E	2					19.0	39.0		32.0	38.0	39.0	23.0						190.0
07S	19E	3	19.0	20.0	40.0	40.0	20.0	20.0	40.0	40.0	40.0			40.0	40.0		40.0		399.0
			L1	L2			L3	L4											

Total Acres: 589

Conditions/Remarks:

1. THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.
2. 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.
3. USE OF THIS RIGHT WITH RIGHT NO. 37-20848 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 8.28 CFS.

SCANNED
FEB 11 2004

Page 6

4. THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 37-20848 PURSUANT TO SECTION 42-1426, IDAHO CODE.
5. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 28.4 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
6. THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-20738.
7. USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL CO.

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?

YES

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

Transfer describes land as it is presently 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

SCANNED
FEB 11 2004

Transfer No. 70569
Receipt No. S025812

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 37-20848

Priority Date: October 06, 1977

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	8.28 CFS	2,242.4 AFA	
	Total Diversion	8.28 CFS	2,242.4 AFA	

Source and Point(s) of Diversion:

GROUND WATER SESENE Sec. 3 Twp 07S Rge 19E LINCOLN County

GROUND WATER NENESE Sec. 3 Twp 07S Rge 19E LINCOLN County

Describe the proposed diversion system

Point of Diversion # 1 Well, pump, 350 hp motor, mainline to sprinklers

Point of Diversion # 2 Well, pump, 350 hp motor, mainline to sprinklers

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	
06S	19E	33																	11.0
07S	19E	2					12.0	12.0	37.0	35.0	20.0	35.0	39.0	24.0					214.0
07S	19E	3	20.0	10.0	35.0	40.0	16.0	10.0	34.0	40.0	40.0	5.0		38.0	36.0	40.0	5.0	40.0	409.0
			L 1	L 2			L 3	L 4											

Total Acres: 634

SCANNED
FEB 11 2004

Transfer No. 70569
Receipt No. S025812

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 37-20850

Priority Date: March 15, 1983

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15 11/15	0.40 CFS	113.6 AFA	
	Total Diversion	0.40 CFS	113.6 AFA	

Source and Point(s) of Diversion:

GROUND WATER SESENE Sec. 3 Twp 07S Rge 19E LINCOLN County

GROUND WATER NENESE Sec. 3 Twp 07S Rge 19E LINCOLN County

Describe the proposed diversion system

Point of Diversion # 1 Well, pump, 350 hp motor, mainline to sprinklers

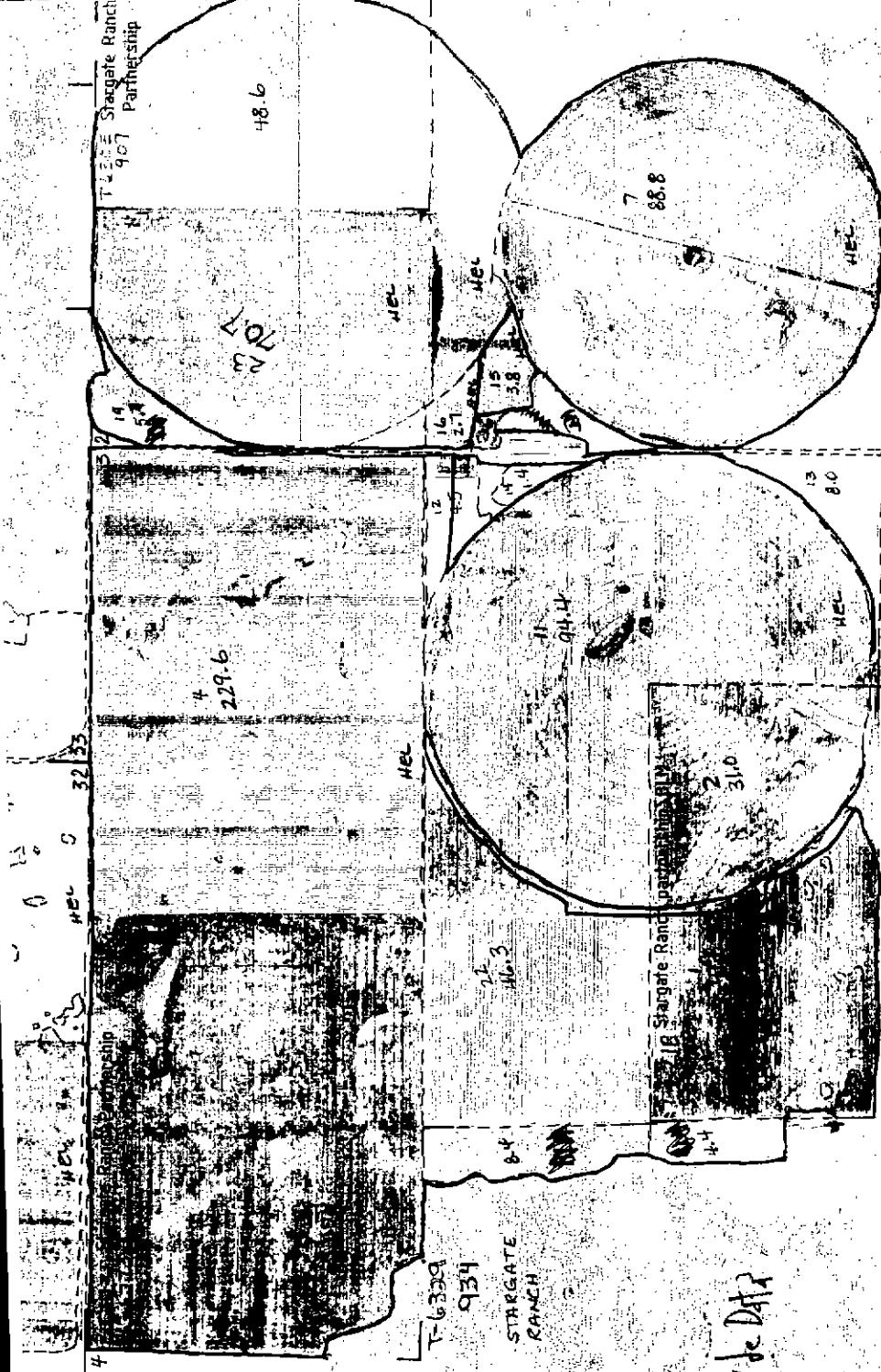
Point of Diversion # 2 Well, pump, 350 hp motor, mainline to sprinklers

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	
06S 19E 33																	11.0
07S 19E 2					12.0	12.0	37.0	35.0	20.0	35.0	39.0	24.0					214.0
07S 19E 3	20.0	10.0	35.0	40.0	L3	L4											
	L1	L2			L3	L4			40.0	5.0		38.0	36.0	40.0	5.0	40.0	409.0

Total Acres: 634

SCANNED
FEB 11 2004



2000 Slide Data

L-13

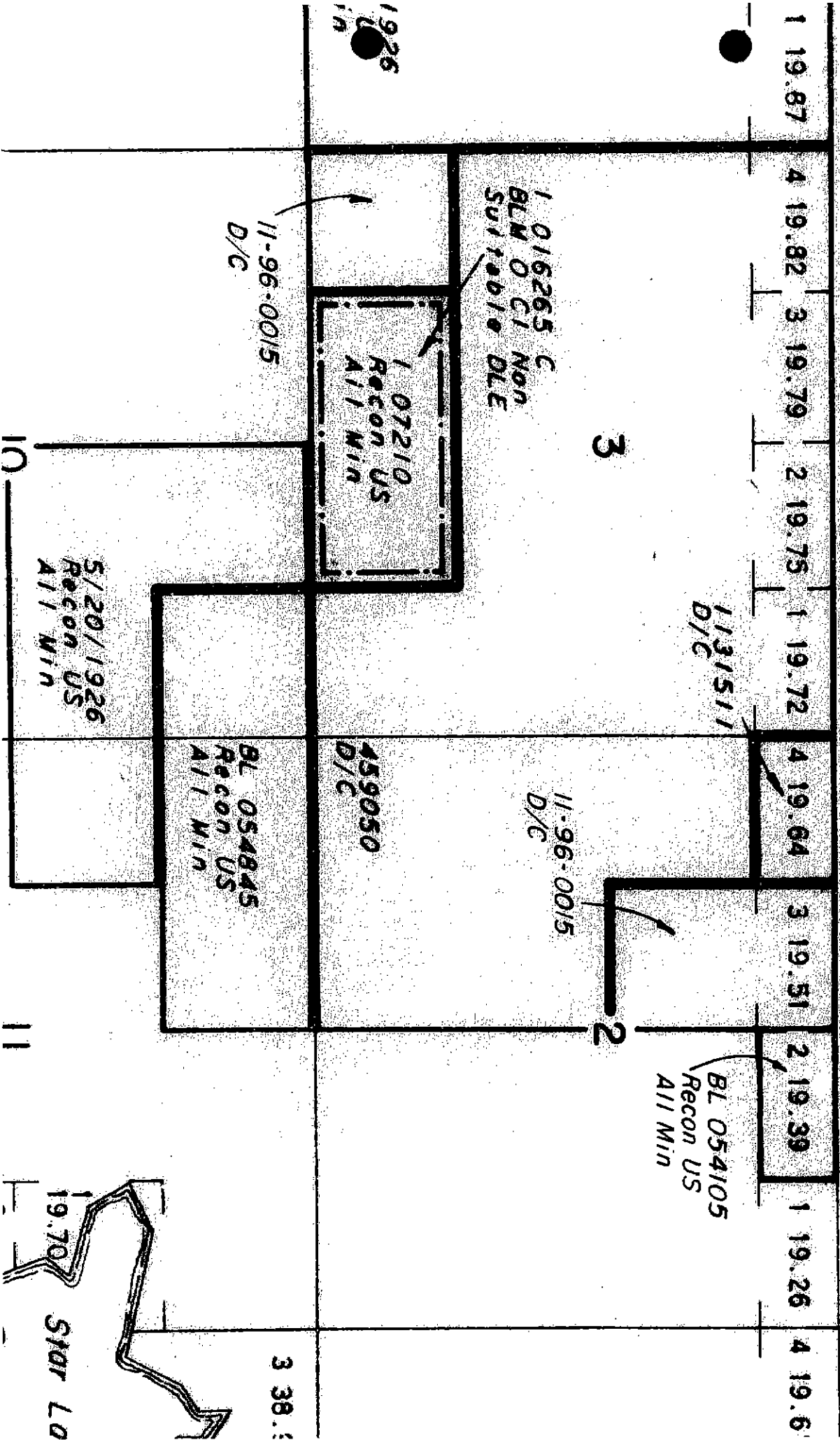
43
910

3002 7000

T.7S, R. 19E.

SCANNED
FEB 19 2003

T # T70569



T70569

R 19E

T70569 Weber

T 6S

T 7S

POD

POD

COOPERATIVE WILDLIFE HABITAT-FARMING
DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 2nd day of March, 2001, by and between the Idaho Department of Fish and Game, acting by and through its Director, hereinafter referred to as the Department and the Bureau of Land Management, acting by and through its Field Office Manager, hereinafter referred to as BLM, and Jeff Weber of 950 East, 570 South, Dietrich, Idaho 83324 herinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Department and BLM have entered into a cooperative agreement under the authority of the Sikes Act (Public Law 93-452) on those lands known as Shoshone BLM Isolated Tracts: Area L-4 and further described as follows:

Public Lands: T7S, R19E, Sec. 3: SW1/4 SE1/4, SE1/4SW1/4 (80 acres)

Private Lands: T6S, R19E, Sec 33: E1/2 SE1/4 (80 acres)

WHEREAS, the Department and BLM desire to have portions of the above-described lands farmed to produce wildlife habitat.

WHEREAS, LESSEE is willing, capable and desires to farm said lands and to comply with the promises herein contained.

NOW, THEREFORE, the parties to this agreement in consideration of the mutual benefits accruing under this agreement to each of them, hereby covenant, contract and agree:

The term length of this agreement shall begin March 2, 2001, and end December 30,
2005.

LESSEE agrees to do the following:

1. To farm approximately 80 acres of the above-described lands, as shown in attachment A item 1 according to the following farming schedule:

Normal crop rotation.

2. In exchange for the above farm production values received, to provide 80 acres of dryland wildlife habitat, as shown in attachment A item 2.

3. To maintain wildlife habitat areas and any food patches in good condition as shown in attachment A, item 2.

4. In those years that grain is grown, an unharvested strip of grain shall be left throughout the winter in such amounts and locations as shown in attachment A, item NA.

5. In those years that grain is grown, stubble or stubble mulch will be left as shown in attachment NA, item _____.

6. To till and in all respects cultivate the farmland of the above-described premises during the term of this lease in a good and farmlike manner and agree to pay all costs associated with the farming operations of these lands.

7. To maintain all existing ditches, canals, laterals, and sprinkling systems in such condition as to provide for maximum flow of waters therein.

8. To use only pesticides and herbicides which have been approved beforehand by the Department and BLM, and to use these in such a manner as to not damage wildlife habitat and still effectively control noxious weeds in the areas shown in attachment A, item 3.

9. To maintain all fences and not to graze any wildlife habitat and to immediately remove any trespass livestock from said lands as shown in attachment A, item 2.

10. To not assign this agreement without written permission from the Department or

BLM.

11. To immediately notify BLM of any wildfire on the agreement area or adjacent BLM lands.

12. To indemnify, save harmless and defend the Department and BLM from any and all liability, claims, loss, cost, damage or expenses arising by reason of any personal injury including death to any person or damage to any property of whatsoever ownership occurring on the hereinabove described lands arising in connection with his use or occupation thereof.

13. All water applied on lands administered by the BLM shall consist of ground water or surface waters which have been delivered to the place of use for irrigation purposes. No water applied on the public lands contained in this agreement shall originate on, or be part of, an effluent or waste disposal system.

14. Title to water associated with this agreement shall continue to be legally authorized by the Idaho State Department of Water Resources (IDWR). Failure of the agreement party to remain in compliance with the IDWR requirements regarding the use of water to the satisfaction of the Bureau of Land Management Authorized Officer will result in the termination of this agreement. No rights to the public lands accrue due to their description as the place of use in conjunction with a water right beyond those described specifically by this agreement, nor beyond the term of this agreement.

It is mutually agreed and understood by LESSEE, the Department and BLM that:

1. Any personnel of the Department or BLM shall have the right to enter and pass across the hereinabove described lands at any time and that at no time shall the public in general be excluded from the lands as shown in attachment A, item 1 & 2 for the purpose of lawful hunting or other recreational purposes which do not conflict with the wildlife habitat-farming development.

2. This agreement may be terminated or cancelled due to noncompliance with the terms of this agreement or to a reclassification of BLM lands on Area # L 4 as a result of a change in national need. Any noncompliance as determined by the Department Director and BLM Field Office Manager or their duly authorized agents will be just cause for cancellation or termination of

all provisions of this agreement and trespass action may be taken by BLM.

3. If LESSEE's use of the public lands, should cease, whether voluntarily or involuntarily, LESSEE will rehabilitate, at his own expense, all public lands used for irrigated agricultural crops. The lands must be seeded to a mixture of perennial grasses, forbs and shrubs specified by the BLM Field Office Manager.

4. The law of the landlord and tenant as construed by the courts of the State of Idaho shall apply to this agreement and that any strip or waste committed by LESSEE shall void this agreement upon the option of the Department and BLM.

5. This agreement may be reviewed by all parties annually prior to the use season. The terms of this agreement may be amended by mutual consent of all parties hereto. Any mutually accepted changes will be drafted by the Department, signed by all parties and attached hereto and will become legal and binding parts of the agreement.

6. Idaho Code, Section, 36-1604--Limitation of Liability of Landowner--will apply to the land herein described (see attached.)

7. This agreement and all of the terms and covenants hereof shall not enure to the benefit of and be binding upon the heirs, assigns, or other successors in the interest of the respective parties hereto during the pendency of the Cooperative Wildlife Habitat-Farming Development Agreement on above mentioned lands.

8. All Federal lands involved in this agreement will not be subject to any Federal subsidized program, either direct or indirect, including but not limited to set-aside, soil bank, ASCS cost sharing; nor will Federal acreage be used in determining "normal crop acreage" (NCA), unless mutually agreed upon by LESSEE, BLM and the Department.

9. The measured boundaries and/or acreages referred to in attachment A are approximate and do not prohibit subsequent adjustments of said measurements upon legal survey; provided, however, such adjustments will not alter previously established acreage ratios between irrigated wildlife habitat and crop land as enumerated, herein.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the last
date written below.

IDAHO DEPARTMENT OF FISH AND GAME

By David Q. Parrish

Regional Supervisor

Date: 4/27/01

BUREAU OF LAND MANAGEMENT

By [Signature]

Field Office Manager

Date: 12/27/01

LESSEE

[Signature]

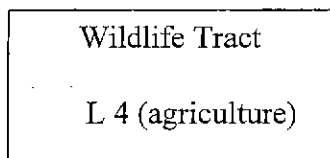
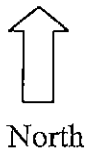
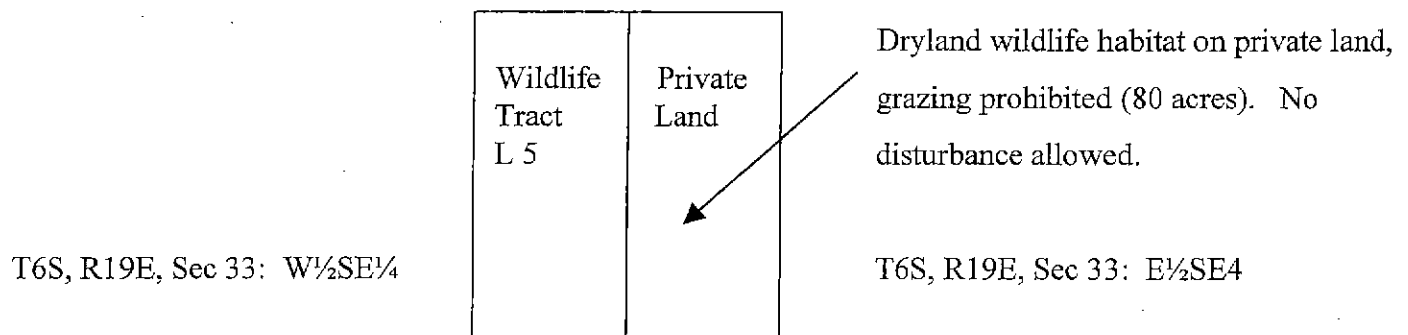
Date: 12/27/01

ATTACHMENT A
COOPERATIVE WILDLIFE HABITAT-FARMING DEVELOPMENT AGREEMENT

Cooperator: Jeff Weber

Agreement Dates: 2 March 2001 through 30 December 2005

<u>Item</u>	<u>Acres</u>	<u>Treatment</u>
1	80	Agriculture on public land (Wildlife tract L-4)
2	80	Dryland wildlife habitat on private land, grazing prohibited
3	160	Noxious weed control



T7S, R19E, Sec. 3: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Star Lake – Wildlife Tract L 26

36-1604. LIMITATIONS OF LIABILITY OF LANDOWNER. (a) Statement of Purpose. The purpose of this section is to encourage owners of land to make private land and water areas available to the public without charge or recreational purposes by limiting their liability toward persons entering thereon for such purposes.

(b) Definitions. As used in this section:

1. "Land" means private land, roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty.
2. "Owner" means the possessor of a fee interest, a tenant, lessee, occupant or person in control of the premises.
3. "Recreational Purposes" includes, but is not limited to, any of the following or any combinations thereof: Hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving, nature study, water skiing, winter sports, and viewing or enjoying historical, archeological, scenic, or scientific sites, when done without charge of the owner.

(c) Owner Exempt from Warning. An owner of land owes no duty of care to keep the premises safe for entry by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on such premises to persons entering for such purposes.

(d) Owner Assumes No Liability. An owner of land who either directly or indirectly invites or permits without charge any person to use such property for recreational purposes does not thereby:

1. Extend any assurance that the premises are safe for any purpose.
2. Confer upon such person the legal status of an invitee or licensee to whom a duty or care is owed.
3. Assume responsibility for or incur liability for any injury to person or property caused by an act of omission of such persons.

(e) Provisions Apply to Leased Public Land. Unless otherwise agreed in writing, the provisions of this section shall be deemed applicable to the duties and liability of an owner of land leased to the state or any subdivision thereof for recreational purposes.

(f) Owner not Required to Keep Land Safe. Nothing in this section shall be construed to:

1. Create a duty of care or ground of liability for injury to persons or property.
2. Relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this section to exercise care in his use of such land and in his activities thereon, or from legal consequences for failure to employ such care.
3. Apply to any person or persons who for compensation permits the land to be used for recreational purposes.

(g) User Liable for Damages. Any person using the land of another for recreational purposes, with or without permission, shall be liable for any damage to property, livestock or crops which he may cause while on said property.