

RECEIVED

AUG 08 2023

Rev. 07/18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Chris Pratt, LLC an Idaho limited liability company Phone 208-709-1645
Mailing address P.O. Box 833, Aberdeen, Idaho 83210 Email chrisgreengold@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

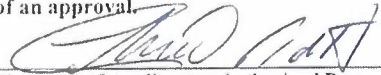
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Thomas J. Budge, Attorney Phone 208-232-6101
Mailing address PO Box 1391, Pocatello, Idaho 83204-1391 Email tj@racineolson.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.


Signature of Applicant or Authorized Representative

Chris Pratt, Manager
Print Name and Title if applicable

8-3-2023
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

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. Is this a transfer for changes pursuant to Idaho Code §42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Change the POU, POD, and ownership of WR#35-13848.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☒ All or Part	35-13848	0.22 cfs/ 38.5 AFA	Irrigation	04/01 to 11/01	Grondwater
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	

Total authorized under rights 0.22 cfs and/or 38.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.22 cubic feet per second and/or 38.5 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NW	SW		27	04S	31E	Bingham	Groundwater	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	27									7	4							11
Total Acres (for irrigation use)																			11

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Upon approval of the transfer a groundwater well will be drilled. It will be equipped with a measuring device and will have the capability to be locked.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Current POU has not been irrigated since taken out of CRP in 2019. Will continue to be non-irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

NA

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☐ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

Land was enrolled in CRP from September 1, 2008 through September 30, 2019.

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

Transfer contains pages and attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$525.00 Date 8/9/23 Received by Cx bh Receipt # E049410

Add'l fee paid	Date	Received by	Receipt #
----------------	------	-------------	-----------

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

ATTACHMENT 2a
WATER RIGHT REPORT AND MAP

Close

Water Right Report : 35-13848(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	STEWART, REID G	2500 W NEW RIVER RD	PHOENIX	AZ	85087

Water Right Status

Priority Date : 5/9/1979
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04S	30E	24	0				NW SW BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.22 CFS	38.50 AFA
TOTAL			0.22 CFS	38.50 CFS

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
04S	30E	23			NE	SE	4
04S	30E	23			SE	SE	7

Irrigation Totals

Total Acres	Acre Limit
11.00	

Conditions

Code Conditions

R30 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

Dates

Licensed Date : 2/12/1991
 Decreed Date :
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date :
 Protest Deadline Date :

Other Information

State or Federal :
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 3.5
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

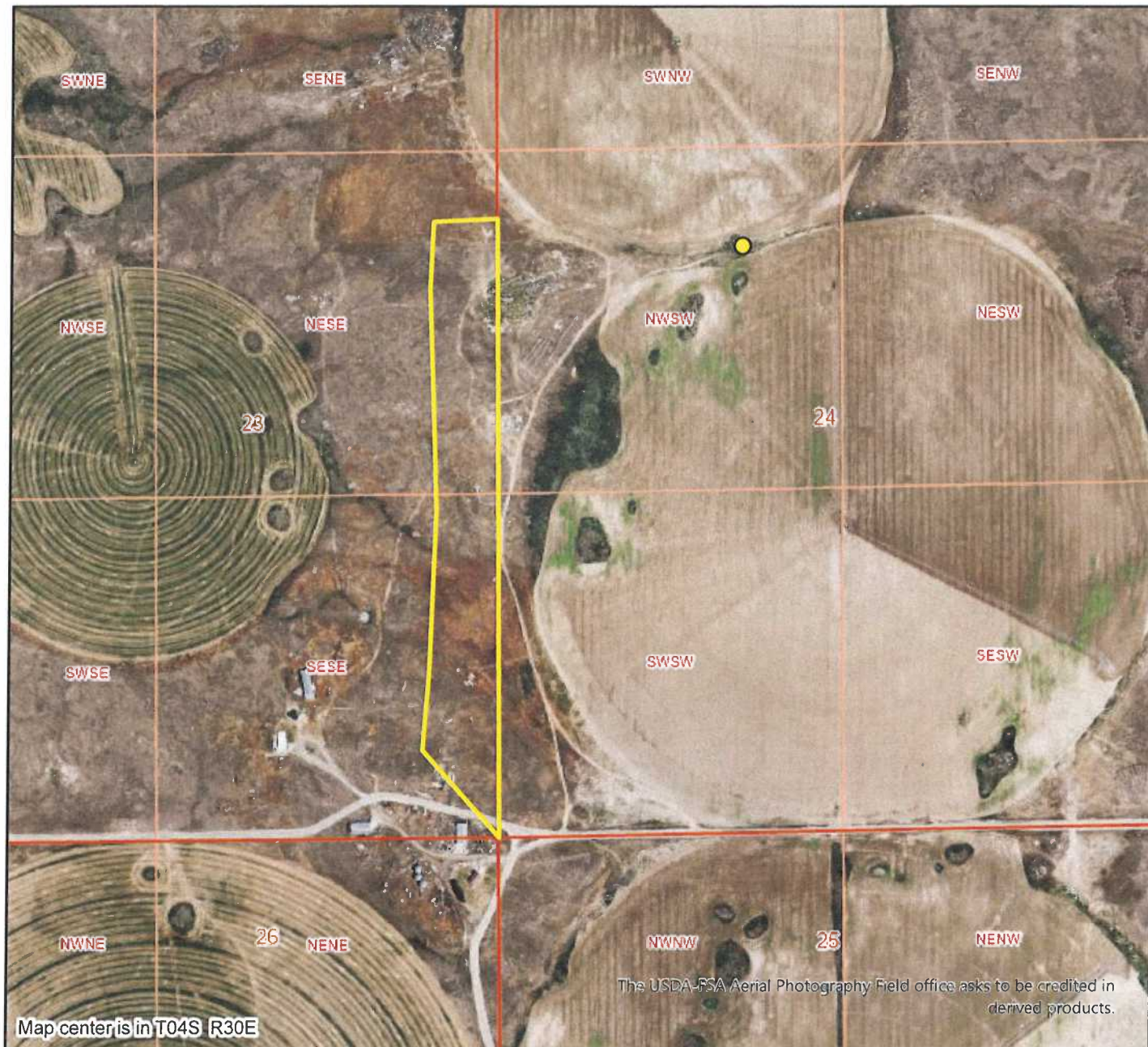
State of Idaho
Department of Water Resources

Water Right

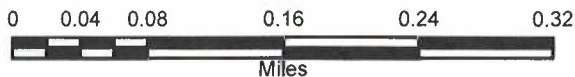
35-13848

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 7/31/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



88602

ATTACHMENT 2a, 2b, and 3
WATER RIGHT PURCHASE AND SALE AGREEMENT

WATER RIGHT PURCHASE AND SALE AGREEMENT

Seller: Superior L&L, LLC, an Idaho limited liability company
3100 W. 1000 S.
Aberdeen, Idaho 83210
c/o Reid Stewart
reidgstewart@yahoo.com

Buyer: Chris Pratt, LLC, an Idaho limited liability
P.O. Box 833
Aberdeen, Idaho 83210
chrisgreengold@gmail.com

This Water Right Purchase and Sale Agreement ("Agreement") is entered into between the above-identified Seller and Buyer. Seller and Buyer are referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Effective Date.** This Agreement shall take effect on the date that both Seller and Buyer have signed this Agreement, as evidenced by the last signature date set forth below ("Effective Date"). A fully executed copy of this Agreement shall be delivered to both Parties on the Effective Date.
2. **Sale of Water Right.** Seller agrees to sell and transfer to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions herein, all of Seller's right, title, and interest in Idaho water right no. 35-13848 as described in *Exhibit A* attached hereto (the "Water Right").
3. **Purchase Price.** The total purchase price to be paid by Buyer for the Water Right is [REDACTED], due and payable in full at Closing in immediately available funds.
4. **Transfer of Water Right.** Within 30 days after the Effective Date, Buyer will file an Application for Transfer of Water Right ("Transfer Application") with the Idaho Department of Water Resources (IDWR) to change the point of diversion and place of use for the Water Right to Buyer's property located in the Southwest Quarter of Section 27, Township 4 South, Range 31 East, Boise Meridian.
 - 4.1 Buyer shall be responsible for the costs associated with accomplishing the transfer of the Water Right to Buyer's property.
 - 4.2 Seller shall cooperate with Buyer in processing the Transfer Application, and shall execute any documents necessary to obtain IDWR approval of the Transfer Application.
 - 4.3 Buyer may amend the Transfer Application from time to time as necessary to obtain IDWR approval of the Application in a manner satisfactory to Buyer.
 - 4.4 Closing shall not occur until after the IDWR approves the Transfer Application.
 - 4.5 The Water Right will remain in Seller's name until Closing. After Closing, Buyer will file a Notice of Change in Water Right Ownership with IDWR to change the Water Right into Buyer's name.
5. **Conditions Precedent.** All obligations of Buyer to close this transaction are subject to the fulfillment of each of the following conditions before or at closing, unless waived by Buyer in writing:
 - 5.1 Buyer's reasonable satisfaction that the Water Right is valid and transferrable and that there are no liens or other encumbrances against the Water Right. Seller hereby authorized Buyer

and its agents, during the term of this Agreement, to inspect government records and make inquiries of regulatory officials with respect to the Water Right.

5.2 IDWR approval of the Transfer Application. If the IDWR refuses to process the Transfer Application or if a protest is filed that Buyer reasonably believes creates a significant risk of precluding approval of the Transfer Application to Buyer's satisfaction, Buyer may elect to withdraw the Transfer Application and terminate this Agreement.

5.3 Seller's performance and compliance with all terms of this Agreement.

6. Title. Seller will convey title to the Water Right to Buyer by warranty deed, free and clear of any liens or other encumbrances.

7. Closing. The transaction set forth in this Agreement shall be completed ("Closing") within 30 days after Buyer is notified of IDWR's approval of the Transfer Application, or at such other date as the parties mutually agree. Closing shall occur at the law office of Racine Olson, PLLC, 201 E. Center St., Pocatello, Idaho, or such other place as may be mutually agreed upon by the parties.

7.1 Warranty Deed. Seller will execute a Warranty Deed in form satisfactory to Buyer.

7.2 Additional Documents. Seller and Buyer will execute such other documents as may be required to complete the sale.

7.3 Payment. Buyer will pay the purchase price in immediately available funds.

7.4 Possession. Buyer will be given exclusive possession and use of the Water Right.

8. Notice of Change in Water Right Ownership. After Closing, Buyer will file a Notice of Change of Water Right Ownership with IDWR to reflect Buyer's ownership of the Water Right.

9. Seller Warranties and Representations. Seller represents and warrants to Buyer that the following are true now and will be at closing.

9.1 Authority. Seller has full power and authority to sell and transfer the Water Right to Buyer. Nothing restricts or precludes Seller from entering into this Agreement and transferring the Water Right to Buyer as contemplated herein.

9.2 Title. Seller holds good and marketable title to the Water Right in fee simple absolute. The Water Right is free and clear of liens, security interests, mortgages, taxes, assessments, charges, claims, or encumbrances of any kind. The Water Right is in good standing with IDWR and has not been forfeited or abandoned, in whole or in part. There is no suit, action, arbitration, or other legal or administrative proceeding pending or threatened against the Water Right.

9.3 Correct Description. The description of the Water Right in *Exhibit A* is accurate.

9.4 No Supplemental Rights. The Water Right is the sole source of irrigation water for the land to which it is appurtenant.

9.5 Cooperation. Seller will cooperate with Buyer before, during and after Closing to effectuate the transaction contemplated in this Agreement.

9.6 Accurate and Complete Information. All information contained in this Agreement or any other instrument delivered by or on behalf of Seller in conjunction with this Agreement is

true and accurate in all material respects. Seller has not omitted any fact or condition necessary to make such information not misleading.

9.7 Survival. All representations, warranties, indemnities, and agreements by Seller shall survive closing.

9.8 Legal Advice. Seller has had the opportunity to consult with independent counsel to be advised on legal and tax matters concerning this Agreement.

10. Buyer Representations. Buyer makes the following representations:

10.1 Legal Advice. Buyer has had the opportunity to consult with independent counsel to be advised on legal and tax matters concerning this Agreement.

11. Broker. No real estate agent represents either party in connection with this transaction and there are no commissions or fees payable in connection with this sale.

12. Default. In the event of Buyer's default, Buyer agrees to pay the Seller \$500.00 as liquidated damages and the sole remedy of Seller. In the event of Seller's default, all earnest money shall be refunded to Buyer and Buyer shall be entitled to specific performance in addition to all other remedies allowed by law.

13. Indemnification of Buyer. Seller shall indemnify, defend and hold Buyer harmless from any and all claims, costs, liabilities or expense, including reasonable attorney fees, arising out of any non-fulfillment of any agreement of Seller under this Agreement.

14. Indemnification of Seller. Buyer shall, from and after the closing, indemnify, defend and hold Seller harmless from and all claims, costs, liabilities or expense, including reasonable attorney fees, arising out of any non-fulfillment of any agreement of the Buyer under this Agreement.

15. Attorney Fees. Each party is responsible for paying their own attorney fees and other expenses incurred in connection with forming and completing this Agreement. If either party is required to retain an attorney in order to enforce the terms of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover reasonable attorney fees and costs incurred.

16. Notices. Any notices and communications between the Parties for the purpose of complying with or enforcing the terms of this Agreement shall be in writing and delivered to the Party either by (i) personal delivery, (ii) certified mail, or (iii) email. Notices sent by email shall be deemed delivered when the intended recipient acknowledges receipt via reply email.

17. Time of Essence. Time is of the essence of this Agreement.

18. Binding Effect. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

19. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and supersedes any and all previous oral or written agreements between the Parties concerning the subject matter of this Agreement.

20. Amendment. No alteration, modification, or amendment of this Agreement shall be valid except in writing and when signed by the parties.

21. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

SELLER:

Superior L&L, LLC, an Idaho limited liability company

By: Reid Stewart
Reid Stewart, Managing Member

Date: 6/16/23

BUYER:

Chris Pratt, LLC, an Idaho limited liability

By: Chris Pratt
Chris Pratt, Managing Member

Date: 7-8-2023

EXHIBIT A

Water Right Description

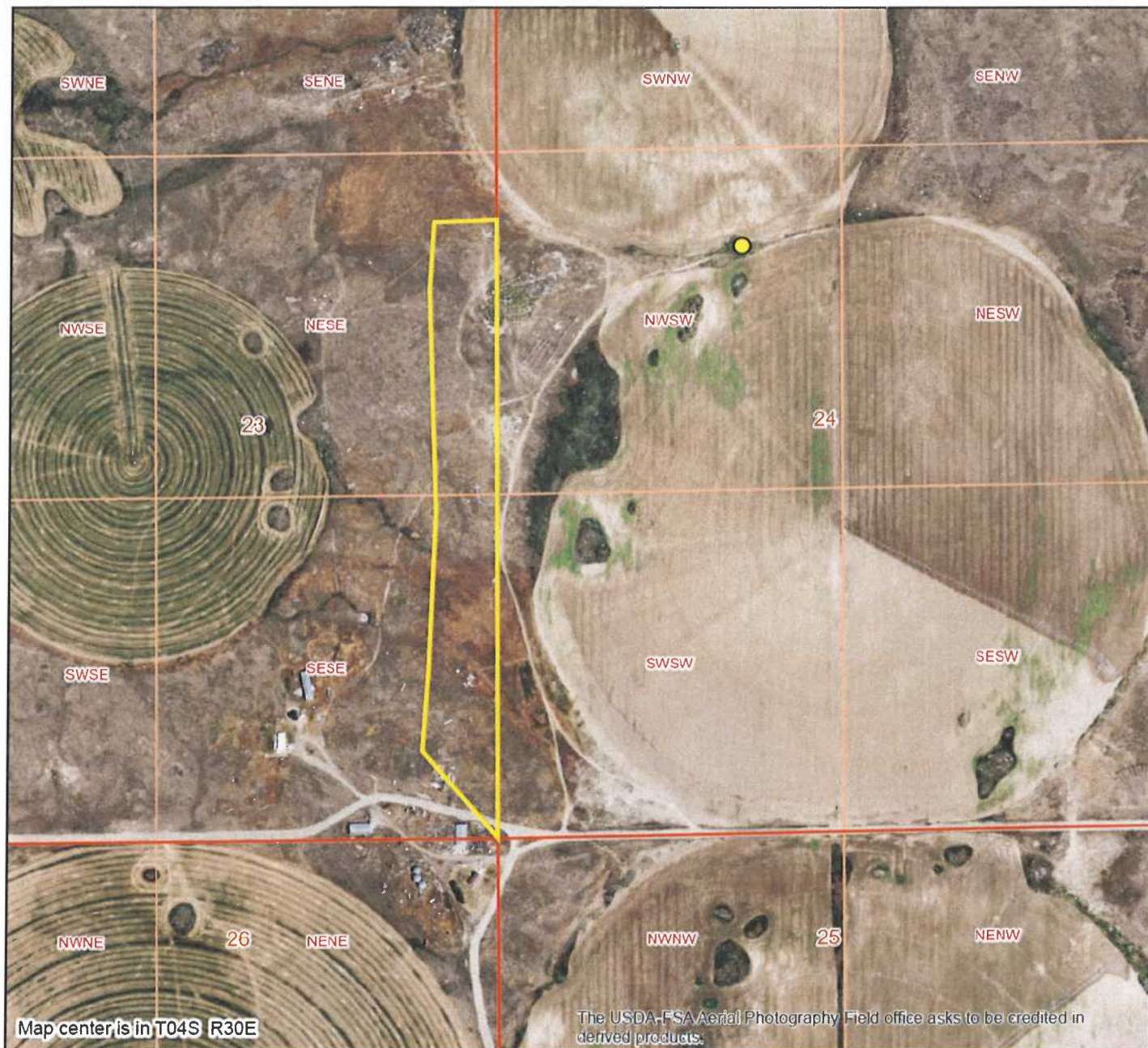
WATER RIGHT PURCHASE AND SALE AGREEMENT – EXHIBIT A

State of Idaho
Department of Water Resources
Water Right

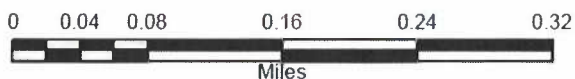
35-13848

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 4/19/2023



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



Water Right Report : 35-13848(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	STEWART, REID G	2500 W NEW RIVER RD	PHOENIX	AZ	85087

Water Right Status

Priority Date : 5/9/1979
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04S	30E	24	0				NW SW BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.22 CFS	38.50 AFA
TOTAL			0.22 CFS	38.50 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
04S	30E	23		NE	SE	4	
04S	30E	23		SE	SE	7	

Irrigation Totals

Total Acres	Acre Limit
11.00	

Conditions

Code Conditions

R30 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

Dates

Licensed Date : 2/12/1991
 Decreed Date :
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :

Other Information

State or Federal :
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 3.5
 Civil Case Number :
 Decree Plaintiff :

ATTACHMENT 5

ESPA MODEL ANALYSIS

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPA

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR: TRANSFER NAME:

SEASON:

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	79	77	0	0
COLUMN	110	108	0	0

UPDATE DATES

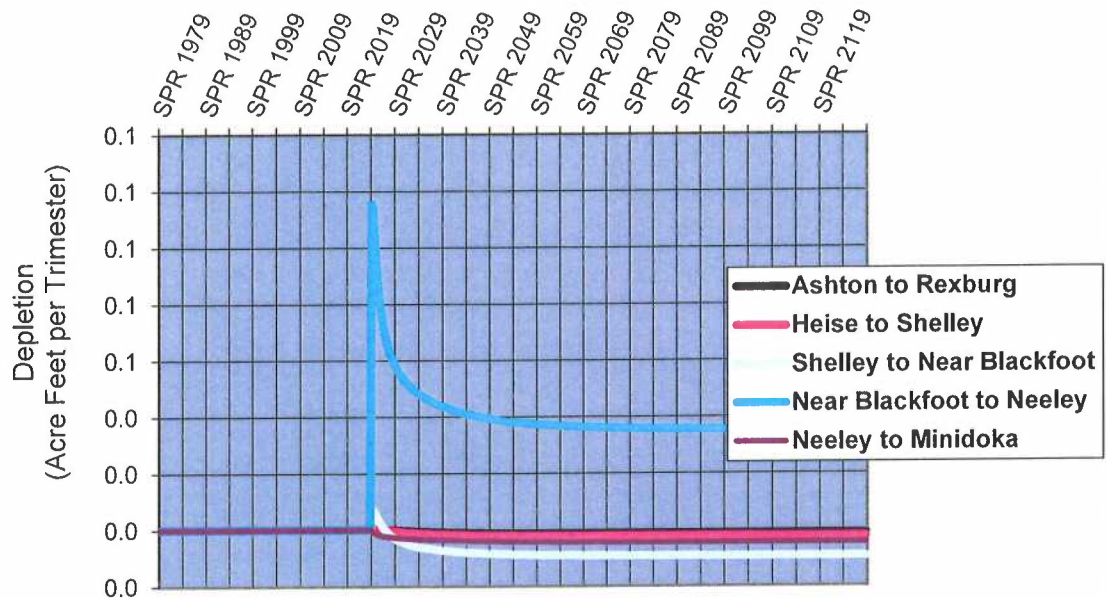
RUN MODEL

GET OUTPUT

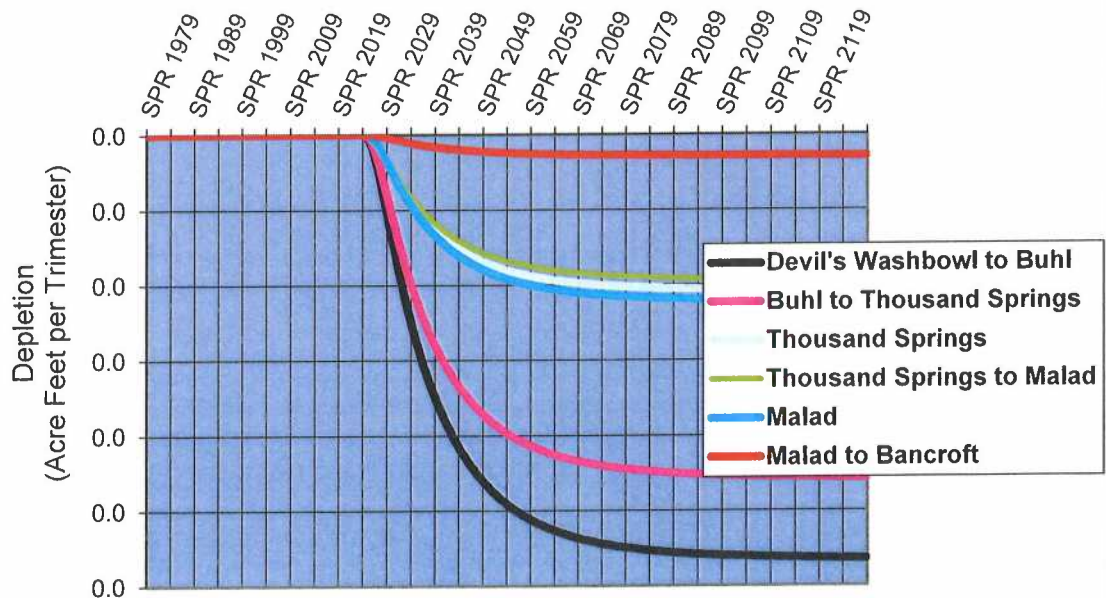
CALCULATE EFFECTS

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1979	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1979	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1979	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1980	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1980	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1980	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1981	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1981	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1981	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1982	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1982	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1982	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1983	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1983	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1983	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1984	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1984	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1984	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1985	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SUM 1985	0.00	11.00	11.00	0.00	0.00	0.00	0.00
WIN 1985	0.00	11.00	11.00	0.00	0.00	0.00	0.00
SPR 1986	0.00	11.00	11.00	0.00	0.00	0.00	0.00

Net Transfer Effect Above Milner (Total Effect With Transfer - Total Effect Without Transfer)



Net Transfer Effect Below Milner (Total Effect With Transfer - Total Effect Without Transfer)



Priority Date	POD Location	Dedicated Vol. AFA/ AFT		Model Node
ate Impacts following Transfer				
1/1/1960	8S26E-3	275.6	91.9	SP082075
1/1/1960	8S26E-3	275.6	91.9	SP068066
nt State Impacts following Transfer				
1/1/1960	8S26E-3	275.6	91.9	SP082075
1/1/1960	8S26E-3	275.6	91.9	SP068066

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Hesse to Shelley	Shelley to Nr Bickft	Nr Bickft To Neelley	Neelley to Mindoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
0.21	0.34	1.86	8.03	0.14	0.14	0.11	0.05	0.05	0.05	0.01
0.21	0.34	1.86	8.07	0.13	0.13	0.11	0.05	0.05	0.05	0.01
0.21	0.34	1.86	8.03	0.14	0.14	0.11	0.05	0.05	0.05	0.01
0.21	0.34	1.86	8.11	0.13	0.13	0.11	0.05	0.05	0.05	0.01

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	-0.7%	-0.7%	-0.5%	0.4%	-3.5%	-4.1%	-4.1%	-4.1%	-4.1%	-4.1%
	Mitigation Check 2 - > 2 AF/T:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total:	1.9%	3.1%	16.9%	73.4%	1.2%	1.2%	1.0%	0.4%	0.4%	0.1%
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Transient State Analysis	Mitigation Check 1 - >10% of Historical:	-0.7%	-0.7%	-0.1%	1.0%	-3.1%	-4.1%	-4.1%	-4.1%	-4.1%	-4.1%
	Mitigation Check 2 - > 2.01 AF/T:	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0

ATTACHMENT 7b
TRANSFER POU & POD MAP

Chris Pratt, LLC
Transfer Application POU & POD
35-13848 (11 Acres)

28

27 04S31E

Legend

-  35-13848 Transfer POD (est.)
-  35-13848 Transfer POU
-  PLSS_Section_Corners
-  PLSS_Townships
-  PLSS_Sections
-  PLSS Intersected

Aerial Imagery of Idaho (2019, 60-cm)

RGB

-  Red: Red
-  Green: Green
-  Blue: Blue

The USDA-FSA Aerial Photography Field office asks to be credited in derived products. Compiled by the Bureau of Land Management (BLM), National Operations Center (NOC), OC-530.

88602



August 7, 2023

Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: Transfer Application of Water Right No. 35-13848

To whom it may concern:

Enclosed for filing please find the original and extra copy of a Transfer Application, together with a check in the amount of \$525 for the filing fee based on the 0.22 cfs and the ownership change fee. Please file the original and conform stamp and return the extra copy in the enclosed stamped and addressed return envelope.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,



T. J. BUDGE

RECEIVED

NOV 08 2023

AFFIDAVIT OF REID STEWART

Department of Water Resources
Eastern Region

STATE OF IDAHO)

: ss

County of)

Reid Stewart, being first duly sworn, deposes and states as follows:

1. I am over the age of 18, competent to testify, and state the following based upon my own personal knowledge and belief.

2. I currently reside at 2500w new river rd Phx Az 85087
~~3100 W. 1000 S., Aberdeen, Idaho 83210.~~

3. I am the principal owner of Superior L&L, LLC ("Superior"), an Idaho limited liability company.

4. Superior owns the land in Section 23, Township 4 South, Range 30 East, Boise Meridian, Bingham County, Idaho, currently identified by the Bingham County Assessor as parcel nos. RP0001005 and RP0001006 as shown on Exhibit A attached hereto (the "Property").

5. I acquired the Property in the year 1978 later transferred ownership of the Property to Superior.

1988 6. The Property was enrolled in the USDA Conservation Reserve Program (CRP) from until September 30, 2019. A copy of the most recent CRP contract, enrolling the Property from September 1, 2008, to September 30, 2019, is attached hereto as Exhibit B.

7. A do not have copies of the CRP contracts for the Property predating 2008. I recently attempted to obtain copies of the prior CRP contracts from the USDA Farm Service Agency (FSA) offices in Power County and Bingham County as well as the State of Idaho FSA office; however, they do not have copies of earlier CRP contracts.

FURTHER YOUR AFFIANT SAITH NAUGHT.

I certify or declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

10-23 oct
DATED this day of , 2023.

Reid Stewart
REID STEWART

Subscribed and sworn to before me this 23rd day of October, 2023.



Arizona
NOTARY PUBLIC FOR ~~IDAHO~~
My Commission Expires: 01/05/27

DECLARATION OF LAMPEE OWEN - 2

Exhibit A

AFFADAVIT OF REID STEWART - Exhibit A

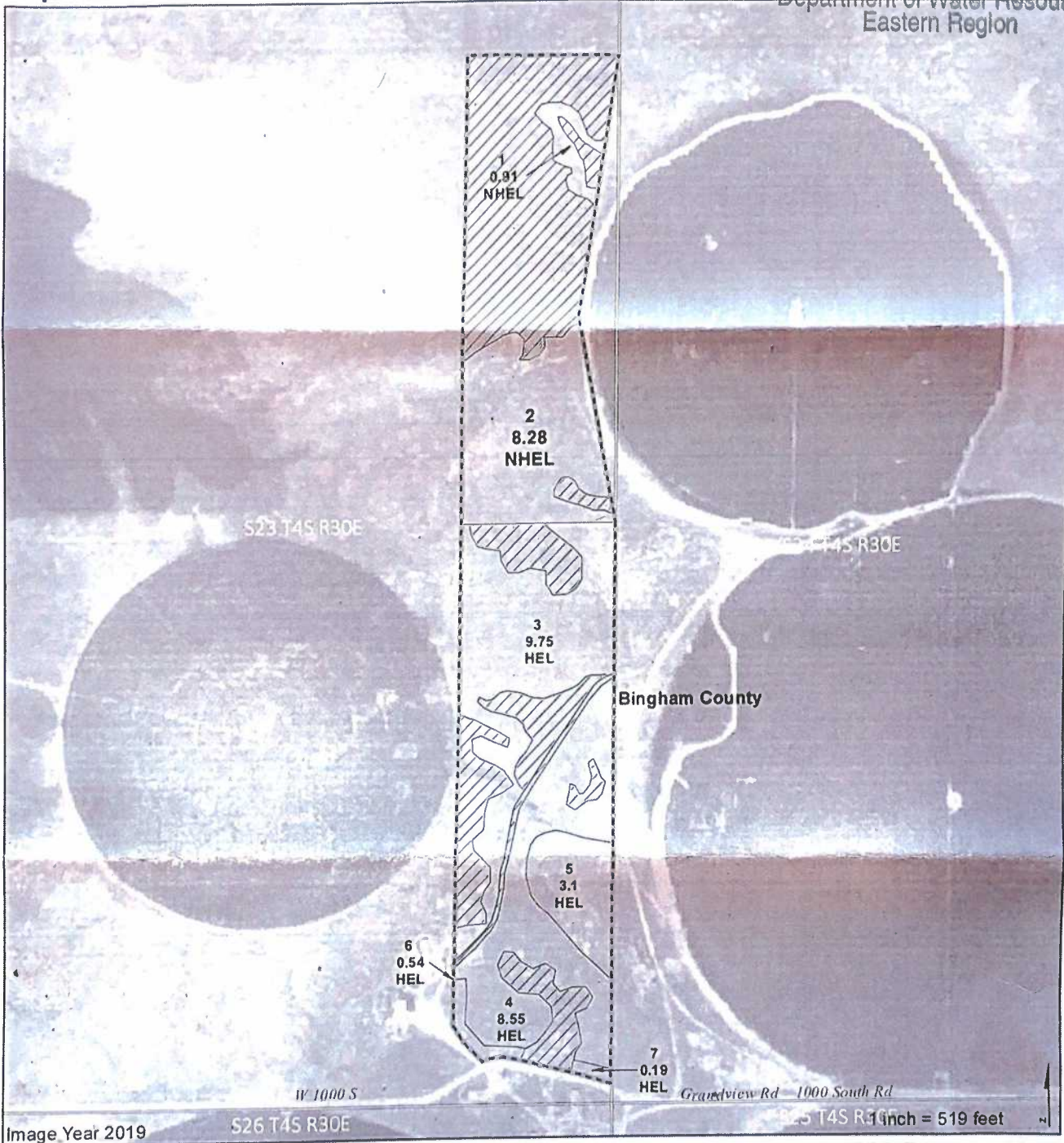
RECEIVED

NOV 08 2023



Bingham County, Idaho

Department of Water Resources
Eastern Region



- Non-Cropland
- Cropland
- Tract Boundary
- PLSS
- County Boundary

- Wetland Determination Identifiers**
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation Compliance Provisions

Tract Cropland Total: 31.32 acres

2020 Program Year
Map Created January 30, 2020

Farm 7068
Tract 27138

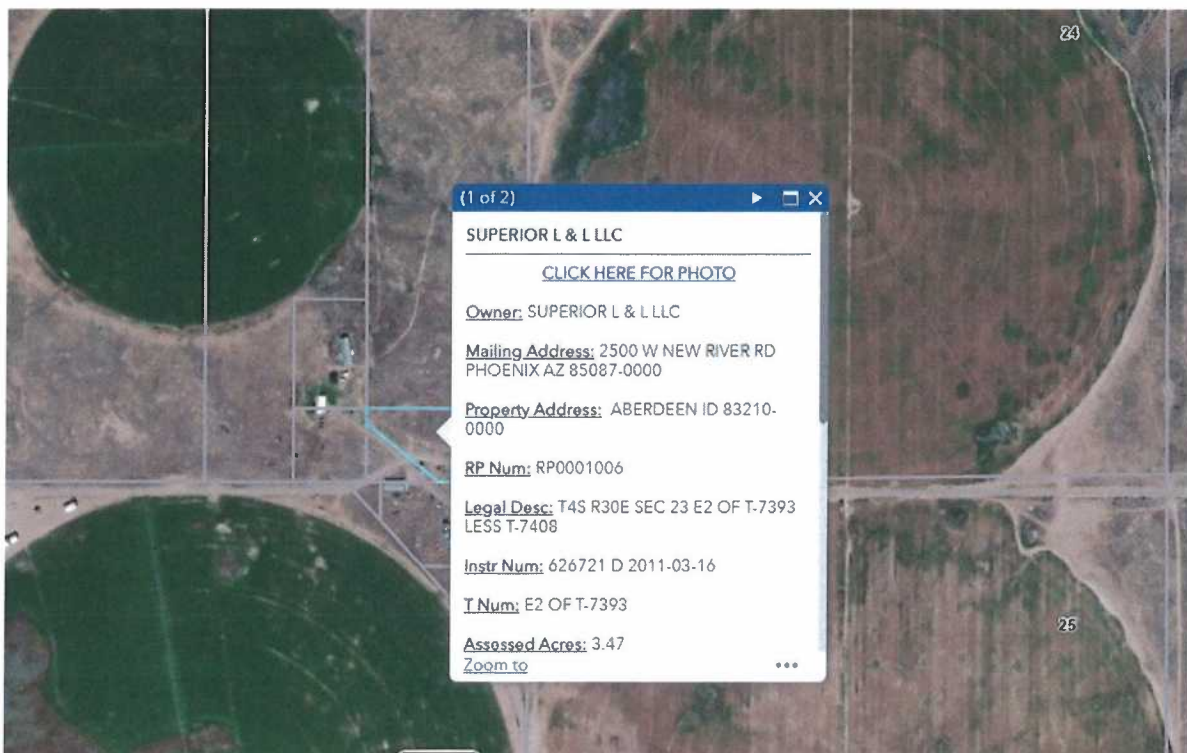
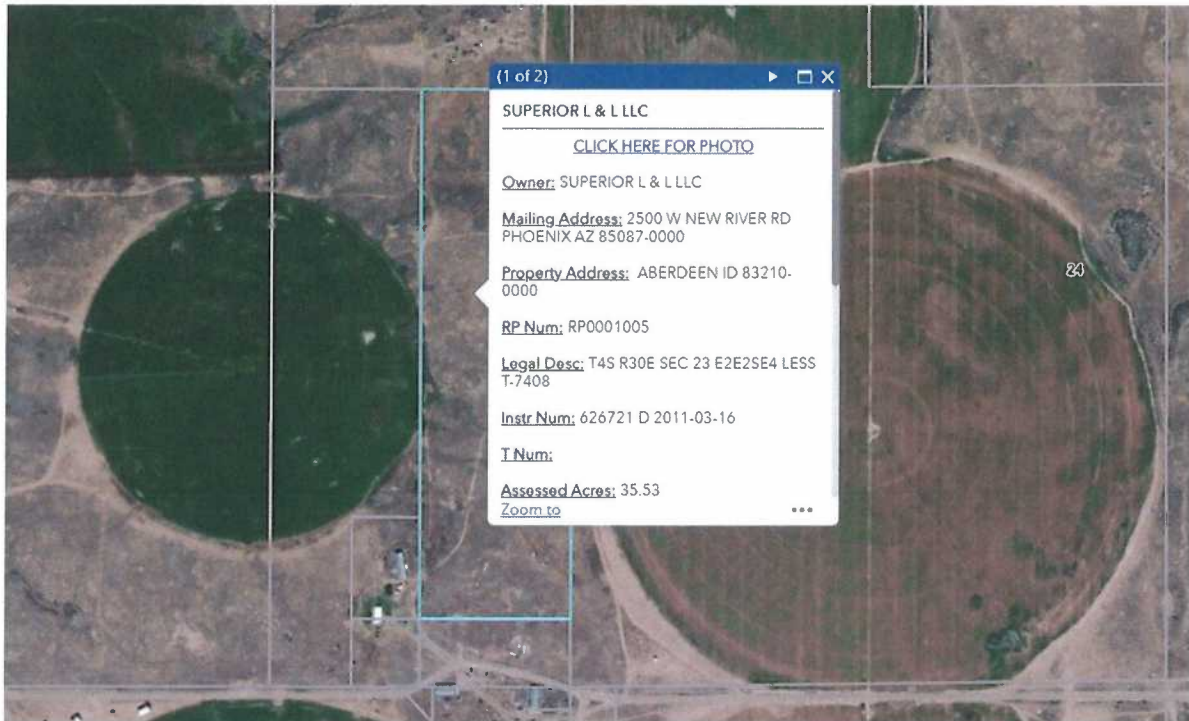
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

RECEIVED

NOV 08 2023

EXHIBIT B

Department of Water Resources
Eastern Region





Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 8, 2023

CHRIS PRATT LLC
PO BOX 833
ABERDEEN, ID 83210

RE: Transfer No. 88602
Water Right No(s). 35-13848

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the BINGHAM NEWS CHRONICLE on 11/15/2023 and 11/22/2023. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink, appearing to read "CH", is written over a faint, larger signature.

Christina Henman
Administrative Assistant

CC:
THOMAS J BUDGE
201 E CENTER ST
PO BOX 1391
POCATELLO, ID 83204-1391

Henman, Christina

From: Henman, Christina
Sent: Wednesday, November 8, 2023 11:56 AM
To: legalnotices@postregister.com
Subject: Legal Notice for News Chronicle
Attachments: 88602 News Chronicle.docx

LEGAL NOTICE DEPARTMENT
BINGHAM NEWS CHRONICLE
PO BOX 70
BLACKFOOT, ID 83221-0070

RE: Transfer No. 88602
Water Right No(s). 35-13848

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/4/2023. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 88602**

CHRIS PRATT LLC, PO BOX 833, ABERDEEN, ID 83210 has filed Application No. 88602 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-13848; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. Proposed point of diversion is in NWSW Sec 27 T04S R31E for 0.22 cfs from ground water. Proposed place of use is in NWSW and SWSW Sec 27 T04S R31E for 11 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 12/4/2023. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 11/15/2023 and 11/22/2023