

RECEIVED

DEC 17 2024

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 89502

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

AMENDED

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Idaho Water Co

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☐ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b 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). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Idaho Water Co Phone 208-312-1135
Mailing address 1135 Valley Rd. South Eden, ID 83325 Email del@idahowatercompany.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 Jason C. Helms, PE Phone 208-308-2109
Mailing address 295 8th St. Idaho Falls, ID 83401 Email jasoncivil@alumni.nd.edu

- ☐ 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.

Idaho Water Company
Signature of Applicant or Authorized Representative
Jason C. Helms
Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Print Name and Title if applicable

Date

1-30-25

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☒ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- 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**. DK
- 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**.
DK
 Transfer a portion of combined water rights 31-12421, 12426, 12425 & 12427 and a portion of combined water rights 31-12422, 12424, 12426 & 12428 for use on other lands from another well.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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APPLICATION FOR TRANSFER OF WATER RIGHT

MAR 13 2025

PART 1 Continued

DEPT. OF WATER RESOURCES
EASTERN REGION

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	31-12422	0.03/	Irrigation	04/01 to 10/31	Ground Water-ESPA
☐ ☒	31-12424	0.01/	Irrigation	04/01 to 10/31	Ground Water-ESPA
☐ ☒	31-12426	0.01/	Irrigation	04/01 to 10/31	Ground Water-ESPA
☐ ☒	31-12428	0.05/	Irrigation	04/01 to 10/31	Ground Water-ESPA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.10 cfs and/or 17.9 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.10 cubic feet per second and/or 17.9 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 #
			NE	SE	13	07N	33E	Jefferson	Ground Water	WMIS 300141
			NW	SW	18	07N	34E	Jefferson	Ground Water	WMIS 300162
			NE	SE	18	07N	34E	Jefferson	Ground Water	WMIS 300865

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	
07N	34E	18								0.1	5.0								5.1
Total Acres (for irrigation use)																			5.1

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:
Existing wells, pumps and distribution piping. All diversions are currently metered and reported annually.
-
- b. Who owns the property at the point(s) of diversion? Hamilton Land and Livestock
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Ownership of the water rights under contract will transfer to the land owner following transfer approval.
-
- 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: _____
-
- 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:
Land will no longer be 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:
31-160B, 31-161B, 31-4011C, 31-7131, 31-7320, 31-2299, 31-2415 & 31-12529 are also diverted from the same well system
-
- 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: _____
-

Conditions of Approval:

1. T19 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.
2. X35 Rights 31-12422, 31-12424, 31-12426, and 31-12428 when combined shall not exceed a total annual maximum diversion volume of 516.3 af at the field headgate, and the irrigation of 147.5 acres.
3. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. 004 This right does not grant any right-of-way or easement across the land of another.
7. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 110.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. 214 Prior to the diversion and use of water under Transfer approval 80260, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
10. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
11. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Decreed Date: 2/22/2002

Conditions of Approval:

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5. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. X27 This right is limited to the irrigation of 142.5 acres within the place of use described above in a single irrigation season.
7. 214 Prior to the diversion and use of water under Transfer approval 80260, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
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11. X27 This right is limited to the irrigation of 129.3 acres within the place of use described above in a single irrigation season.
12. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

Decreed Date: 2/22/2002

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 (WaterBalance)

- ### 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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Transfer contains _____ pages and _____ attachments.

Received by DM Date 10/29/2024 Preliminary check by _____ Date _____
 Fee paid \$500.00* Date 10/29/2024 Received by DM Receipt # 5040417
 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)

* \$300.00 refund requested 2/5/25

APPLICATION FOR TRANSFER OF WATER RIGHT

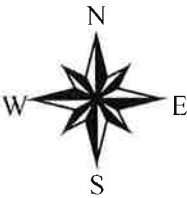


JCH - 12/18/2024

2023 NAIP Aerial Photo



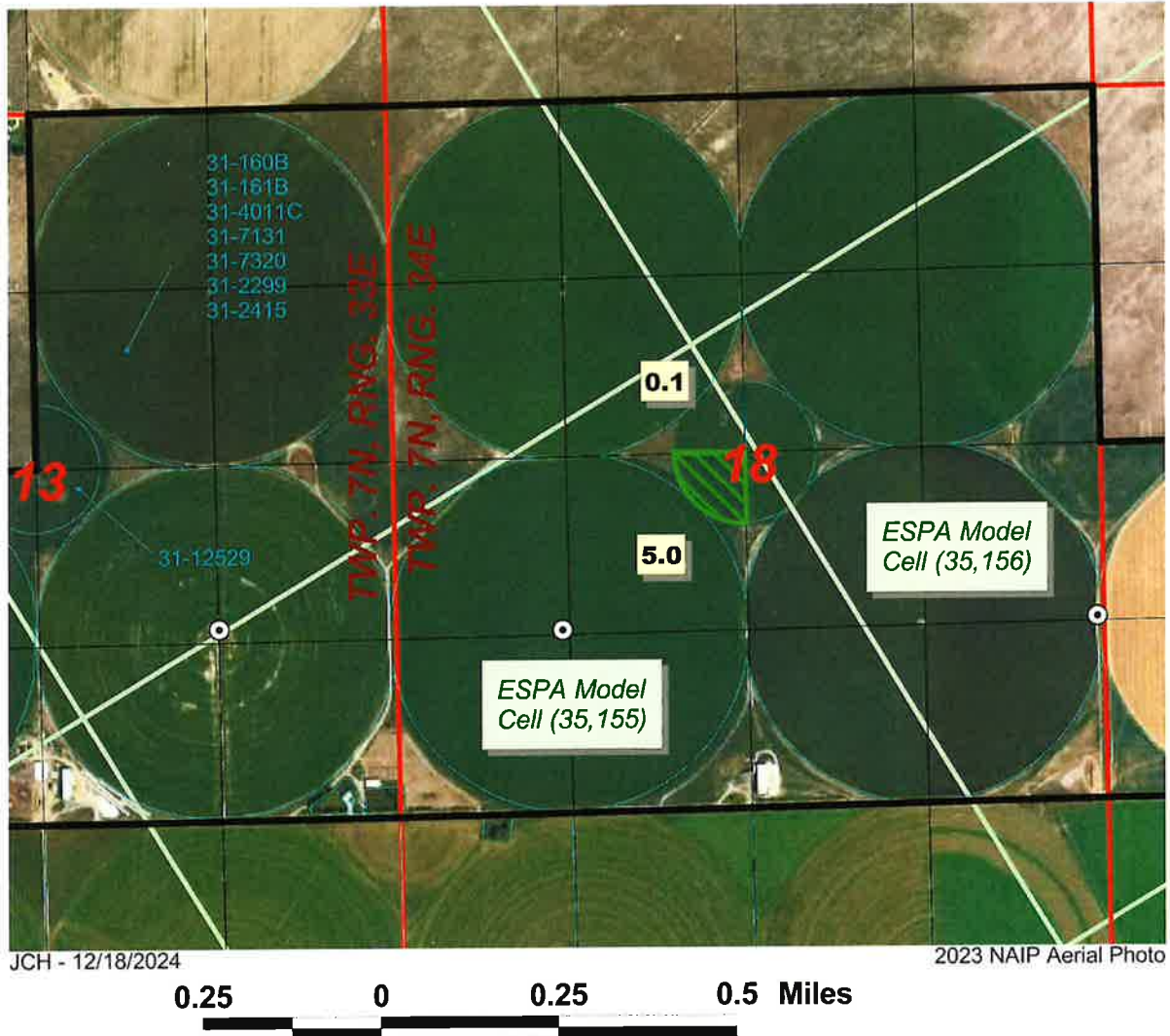
- Existing Authorized Diversion Location
- Dry-up area (5.1 ac)
- Sections 40's



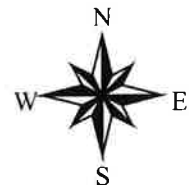
ATTACHMENT #7b

89502

APPLICATION FOR TRANSFER OF WATER RIGHT



- ⊙ Existing Wells Proposed for diversion
- ▨ Proposed Irrigation (+5.1 ac.)
- ▭ Hamilton Land & Livestock
- ▭ Existing Water Rights
- ▭ Townships
- ▭ Sections
- 40's



ATTACHMENT #7a
(Amended)

89502

One-Way Analysis of Independent Transfers

Transfer Hansen to Hamilton (TWP 7,8N,RNG 33,34E)

WR No.	Div.	Rate	Con. Vol.	No. of Irr.	Priority	POD	Dedicated Vol.	Model
(CFS)			(AFA)	Acres	Date	Location	AFA/ AFT	Node

Transfer 1: Proposed Steady State Impacts following Transfer

Refer to Transfer Application

Transfer 1: Worst Case Transient State Impacts following Transfer

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bckft	Nr Bckft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
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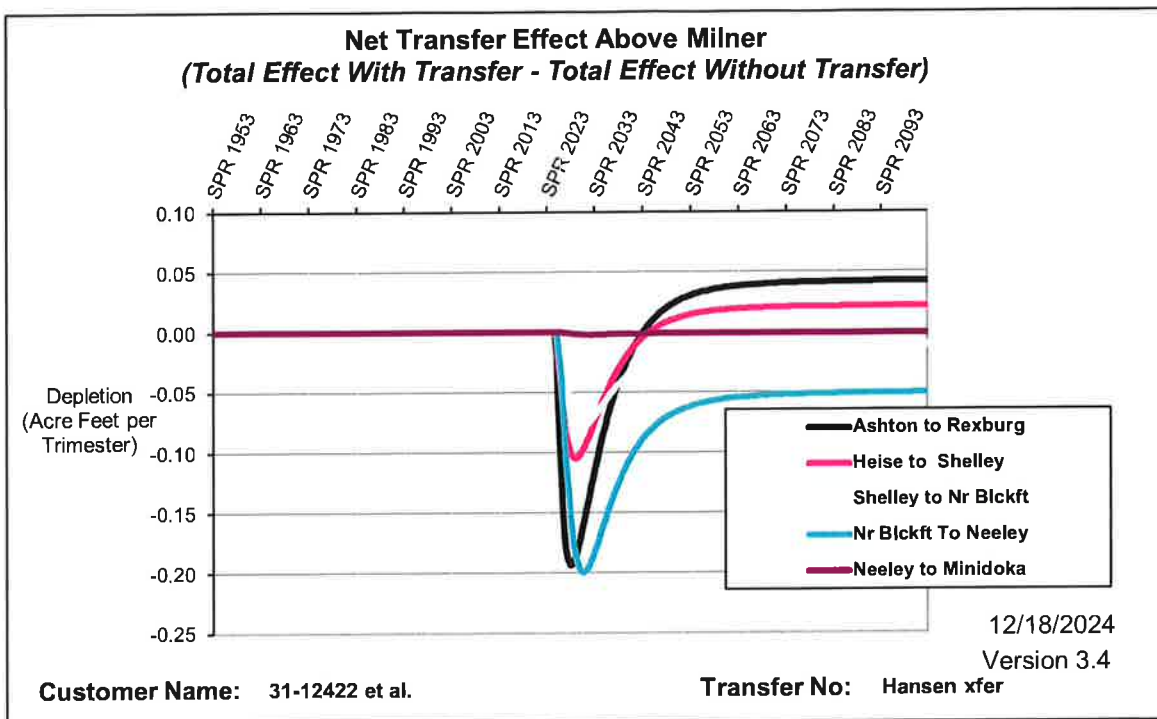
2.00	1.11	0.57	1.33	0.02	0.02	0.02	0.01	0.01	0.01	0.00
2.04	1.13	0.56	1.28	0.02	0.02	0.02	0.01	0.01	0.01	0.00
2.00	1.11	0.57	1.33	0.02	0.02	0.02	0.01	0.01	0.01	0.00
2.04	1.13	0.57	1.32	0.02	0.02	0.02	0.01	0.01	0.01	0.00

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	2.1%	1.9%	-1.8%	-3.8%	-4.0%	-4.2%	-4.2%	-4.2%	-4.2%	-4.2%
	Mitigation Check 2: > 2 AF/T:	0.0	0.0	0.0	-0.1	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total:	40.1%	22.3%	11.0%	25.1%	0.4%	0.4%	0.3%	0.1%	0.1%	0.2%
	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

Transient State Analysis	Mitigation Check 1 - >10% of Historical:	2.1%	1.9%	-0.5%	-0.6%	-2.0%	-3.5%	-3.5%	-3.5%	-3.5%	-3.6%
	Mitigation Check 2: > 2.01 AF/T:	0.0	0.0	0.0	0.0	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	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Read Me

ESPA Impacts Mitigation Analysis Worksheet



ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE | IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR

SIMULATION. THEN PUSH

"UPDATE DATES" BUTTON

YEAR 1953

SEASON

TRANSFER NO:

Hansen xfer

TRANSFER NAME:

31-12422 et al.

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	35	29		
COLUMN	155	156		
	Hamilton1	sec 23		

31-12422 et. Al 8/19/1952 17.85

Consumptive use fraction (3/3.5): 0.857142857

Total Maximum CU 15.30

Proposed CU 15.30

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 1953	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1953	0.00	1.79	1.79	0.00	0.00	0.00	0.00
WIN 1953	0.00	1.79	1.79	0.00	0.00	0.00	0.00
SPR 1954	0.00	1.79	1.79	0.00	0.00	0.00	0.00
SUM 1954	0.00	1.79	1.79	0.00	0.00	0.00	0.00
WIN 1954	0.00	1.79	1.79	0.00	0.00	0.00	0.00
SPR 1955	0.00	1.79	1.79	0.00	0.00	0.00	0.00
SUM 1955	0.00	2.64	2.64	0.00	0.00	0.00	0.00
WIN 1955	0.00	2.64	2.64	0.00	0.00	0.00	0.00
SPR 1956	0.00	2.64	2.64	0.00	0.00	0.00	0.00
SPR 1961	0.00	2.64	2.64	0.00	0.00	0.00	0.00
SUM 1961	0.00	3.15	3.15	0.00	0.00	0.00	0.00
WIN 1961	0.00	3.15	3.15	0.00	0.00	0.00	0.00
SPR 1962	0.00	3.15	3.15	0.00	0.00	0.00	0.00
SUM 1962	0.00	5.10	5.10	0.00	0.00	0.00	0.00
WIN 1962	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SPR 1963	0.00	5.10	5.10	0.00	0.00	0.00	0.00
WIN 2022	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SPR 2023	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SUM 2023	0.00	5.10	5.10	0.00	0.00	0.00	0.00
WIN 2023	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SPR 2024	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SUM 2024	0.00	5.10	5.10	0.00	0.00	0.00	0.00
WIN 2024	0.00	5.10	5.10	0.00	0.00	0.00	0.00
SPR 2025	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2025	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2025	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2026	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2026	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2026	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2027	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2027	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2027	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2028	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2028	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2028	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2029	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2029	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2029	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2030	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2101	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SPR 2102	5.10	0.00	5.10	0.00	0.00	0.00	0.00
SUM 2102	5.10	0.00	5.10	0.00	0.00	0.00	0.00
WIN 2102	5.10	0.00	5.10	0.00	0.00	0.00	0.00

This form is available electronically.

CRP-1

(03-26-04)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

7. COUNTY OFFICE ADDRESS (Include Zip Code):

JEFFERSON/CLARK COUNTY FSA OFFICE
3862 E 300 N
RIGBY ID 83442

TELEPHONE NUMBER (Include Area Code) (208) 745-6664

1. ST. & CO. CODE & ADMIN.
LOCATION

16 051

2. SIGN-UP NUMBER

34 CREP

3. CONTRACT NUMBER

86

4. ACRES FOR ENROLLMENT

10.6

5. FARM NUMBER

4371

6. TRACT NUMBER(S)

10866

8. OFFER (Select one)

GENERAL

ENVIRONMENTAL PRIORITY

9. CONTRACT PERIOD

FROM: (MM-DD-YYYY)

TO: (MM-DD-YYYY)

10-01-2007

09-30-2022

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre

\$ 124.00

B. Annual Contract Payment

\$ 1,649

C. First Year Payment

\$ 1,649

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

11. Identification of CRP Land (See Page 2 for additional space)

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated Cost-Share

10866

2

CP2

2.7

97

10866

3

CP2

5.2

187

10866

4

CP2

5.4

194

12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

KENT HANSEN
2626 N 800 E
MONTEVIEW ID 83435

(2) SHARE

100 %

(3) SOCIAL SECURITY NUMBER:

518-54-7019

(4) SIGNATURE

by Ann Hansen POA

DATE (MM-DD-YYYY)

09/12/2006

(If more than three individuals are signing, continue on attachment)

B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

ANN HANSEN
2626 N 800 E
MONTEVIEW ID 83435

(2) SHARE

0 %

(3) SOCIAL SECURITY NUMBER:

518-80-9384

(4) SIGNATURE

Ann Hansen

DATE (MM-DD-YYYY)

09/12/2006

(If more than three individuals are signing, continue on attachment)

C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

0 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment)

13. CCC USE ONLY - Payments according to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

9-5-07

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

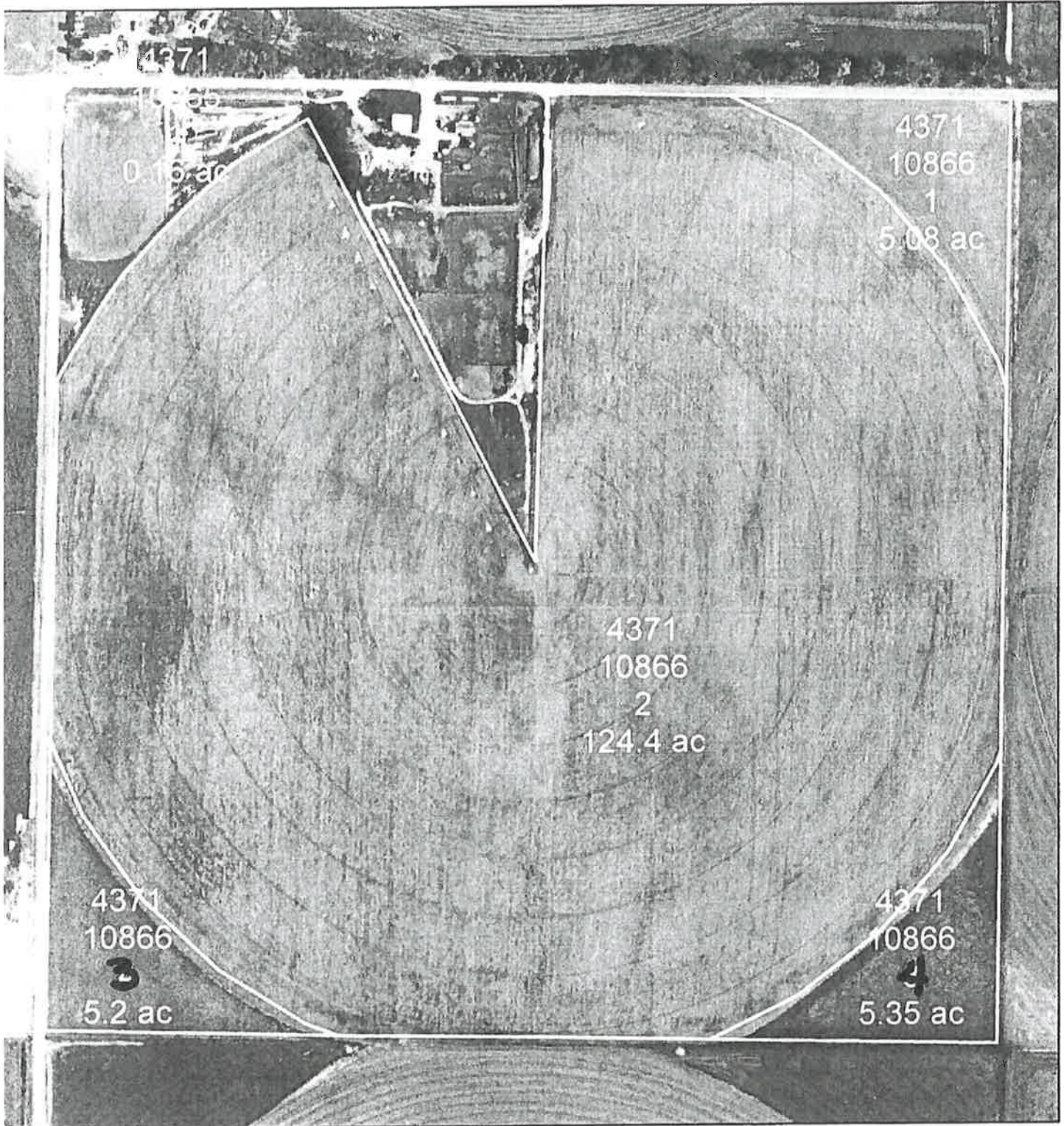
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☒ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

89502



USDA United States Department of Agriculture
Farm Service Agency

August 12, 2013



Digital Orthophotography
Not to Scale

Farm 4371
Tract 10865 & 10866
Kent Hansen
23-8-33

Disclaimer: 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 wetland boundaries and determinations, or contact NRCS.

89502

RECEIVED

NOV 01 2024

DEPT. OF WATER RESOURCES
EASTERN REGION

**OPTION AGREEMENT FOR
PURCHASE AND SALE OF WATER RIGHTS**

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (the "Agreement") is made and entered into as of the latest date contained in the signature block below (the "Effective Date"), by and between **IDAHO WATER COMPANY LLC**, an Idaho limited liability company, whose address is 1135 Valley Road South, Eden, Idaho 83325 ("Buyer"), and Kent & Ann Hansen whose address is 468 N 4300 E Jefferson County ("Seller"). Buyer and Seller are individually a "Party" and collectively the "Parties."

RECITALS

A. Seller is the owner of Idaho water rights ~~_____~~, 54 53 (the "Water Rights"), which are attached as **Exhibit 2**, incorporated by reference, and documented in the records of the Idaho Department of Water Resources ("IDWR" or the "Department"). The Water Rights are and have been appurtenant to the property In Jefferson County that was owned by the Seller.

B. The Property has historically been the permissible place of use for the Water Rights, where they have been protected from forfeiture, or otherwise beneficially and continuously used and not left idle for any period exceeding five years.

C. The Seller wishes to sell and the Buyer wishes to buy the amount of Water Rights authorizing diversion for irrigation from groundwater that Buyer can successfully transfer, up to the total authorized volume of _____ cubic feet per second ("cfs") and _____ acre-feet per

annum ("AFA"). Upon approval by IDWR, Seller wishes to forever sever the Water Rights from the Property and convey them to Buyer subject to this Agreement.

No conveyance of land is contemplated in this Agreement and no other property, real or personal, is offered for Option under this Agreement.

AGREEMENTS:

NOW THEREFORE, in consideration of the foregoing recitals, the terms set forth below, and the sums to be paid by Buyer to Seller, the sufficiency of which is hereby acknowledged, the Parties agree:

1. **Option**. Upon the Effective Date, Seller grants to Buyer an exclusive Option to purchase the Water Rights subject to the terms of this Agreement (the "Option"). Seller will not sell, transfer, convey, encumber, lease or otherwise dispose of or abandon the Water Rights (or any portion thereof) without prior written consent of Buyer, and will not solicit or accept any other offers for the Water Rights in which Buyer has the Option to purchase. Buyer may exercise the Option, in whole or in part, during the Option Period (defined below) by providing notice to Seller.
2. **Option Price**. The consideration for the Option is \$ ~~25,000~~ Dollars paid to Seller as provided herein. The option price is non-refundable and will be retained by Seller should Buyer decline to exercise its Option.
3. **Option Period**. Buyer's Option period will run for a period of one (1) year from the Effective Date (the "Option Period"). During the Option Period Buyer may apply for transfer of the Water Rights, in whole or in part, and Buyer will be deemed to have exercised its Option, only upon written notice by Buyer to Seller, and approval of the related Transfers by IDWR.
 - a. **Option Extensions**. Buyer and Seller acknowledge that transfer proceedings before the Department can range in duration of time, and time to obtain approval of a transfer application is not within the foreseeable control of Buyer. If during the Option Period, Buyer has filed a transfer application with the Department and

due to delays in approval because of protest proceedings, administrative delays by the Department, or otherwise, the Option Period may be extended by six (6) months for an additional payment of Five Hundred Dollars (\$500.00), to accomplish any pending transfers. Decision to extend the Option will be made at Buyer's sole discretion. Buyer may, while a transfer application remains active, purchase further Option extensions if necessary, until the Water Rights are transferred, or Buyer withdraws the application(s). Each term will require an extension payment. If the initial Option period expires and Buyer chooses not to extend the Option, this agreement will terminate.

4. **Purchase Price.** The Purchase Price for the Water Rights is valued based upon an anticipated number of acres of water ultimately approved by the Department for Buyer's intended use. If Buyer exercises its Option, the purchase price for the Water Rights will be calculated at \$[REDACTED]00 per acre of water ultimately approved for transfer by the Department (the "Purchase Price").

- a. **Example of Purchase Price Calculation.** By way of example, If Buyer applies for a transfer of [REDACTED] acres of water rights, and IDWR approves the transfer with acceptable conditions for Buyer's intended use, then at a Closing Buyer would pay to Seller Dollars \$[REDACTED]00 because of an approved transfer.

5. **Permission of Lienholders.** Notwithstanding other requirements for further documents under this Agreement, within a commercially reasonable time period following the Effective Date, Seller will provide Buyer, for inclusion in Buyer's transfer application(s), letters of consent, release, or authorization from any lienholders having a security interest in the Water Rights. The letters will be on the lienholder's official letterhead, signed by an authorized representative, and properly notarized. Once Seller has secured permission from all lienholders with an interest in the Water Rights, and delivered written documentation of the permission to Buyer, the Option Payment becomes due. If there are no Lienholders with a security interest in the Water Rights, the Option Payment is due upon signing.

6. **Earnest Money Deposit.** Within ten (10) days of Buyer's filing of an application for transfer of the Water Rights, Buyer will cause to be deposited with a Title Company (the "Escrow Agent"), an earnest money payment for \$~~300,000~~ 300,000 Dollars. the calculated purchase price under the proposed transfer whichever is greater (the "Earnest Money"). The Earnest Money may be placed in an interest-bearing account with Escrow Agent and any principal and interest shall be applied to the Purchase Price at Closing. In all other instances, and upon written notice from Buyer to Seller that Buyer declines to exercise its Option, the Earnest Money Deposit shall be returned to Buyer.
7. **Transfers.** During the Option period, Seller authorizes and agrees that Buyer may submit one or more application(s) for transfer of the Water Rights for Buyer's intended purposes (the "Transfers"). Costs for any transfer application and associated fees are the Buyer's expense. Seller and Buyer agree to cooperate in obtaining the Department's approval of the Transfers. Seller will, in good faith, endeavour to accomplish the Transfers by providing all records about ownership and historical use of the Water Rights to Buyer's agents, employees, consultants, and representatives, or the Department. Upon request, Seller will provide Buyer, its agents, or the Department information about: (1) who owns other interests in the Water Rights; (2) Where the Water Rights were used; (3) what other water rights may have been on which the Water Rights are used, and (4). Seller will ensure the agents, employees, consultants, and representatives of Buyer have reasonable access to the Property on which the Water Rights are diverted, transported and used, at reasonable times, to investigate the Water Rights for Buyer's purposes. Seller will provide any requested authorization to transfer the Water Rights and provide any deeds, abstracts, title opinions, title insurance policies, stock certificates, agreements, assignments, permits, licenses, court decrees, engineering reports, photographs, records of use, utility records, correspondence with State or local water officials, and all other documents or information that pertain to the Water Rights, to accomplish the Transfers. Buyer and Seller acknowledge that the Water Rights may be renumbered because of the transfer process, and the new numbers may be included in the deed.

8. **Transfer Conditions.** Buyer may withdraw an application for transfer at any time, should Buyer deem such withdrawal necessary to maintain the economic and transactional viability of the contemplated Water Rights purchase under its Option. The decision to withdraw a transfer application will be made at Buyer's sole discretion, and will not otherwise affect Buyer's Option under this Agreement.
9. **Use of Water Rights.** During the Option Period, Seller will remain in possession and have continued use of the Water Rights for irrigation on the Property. If the Water Rights are being utilized for commercial use when Buyer exercises the option, Seller may continue use of the Water Rights through the current season. Before Closing, the Seller may have all income from the Water Rights; will handle all expenses associated with the Water Rights, including but not limited to maintenance, repair, and replacement of any equipment; and will pay when due all taxes associated with the Water Rights.
10. **Closings.** If Buyer has exercised its Option and elected to proceed with a purchase of the Water Rights, Closing will occur at a reasonable time, place, and location designated by the Parties following issuance of a Final Order by the Department approving a transfer of the Water Rights. At Closing, Buyer will deliver the Purchase Price balance to Seller, less any permitted adjustments under this Agreement, and Seller will deliver to Buyer a fully-executed and notarized original Special Warranty Deed for Water Rights, substantially in the form attached as **Exhibit 1**, conveying the Water Rights to Buyer. Seller shall provide or execute any such further documents as necessary to confirm conveyance of the Water Rights free and clear of all encumbrances. Closing costs, including but not limited to research reports, recording fees, closing agent fees, and escrow fees, will be shared equally by the Buyer (50%) and Seller (50%). Possession and use of the transferred Water Rights passes to Buyer at closing, except as otherwise provided in this Agreement for the current season.
- a. **Multiple Closings Contemplated.** Whereas Buyer may apply for more than one transfer of the Water Rights, if the Department approves any single transfer before the remaining transfers, then the Parties will proceed to a closing within (30) thirty days of any final order by the Department approving a transfer of the Water Rights

and the Buyer will deliver the Purchase Price balance for water rights transferred as described above.

- b. **Notice of Simultaneous Closings.** Notwithstanding anything in this Agreement to the contrary, Buyer may simultaneously close on its purchase of the transferred Water Rights along with other transactions in which Seller is not a party, and Buyer may satisfy encumbrances on the Water Rights with proceeds at closing. All transactions at closing shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed and no document or certificate shall be deemed to have been delivered until all transactions are completed and all documents delivered.
11. **No Broker or Agent.** Seller and Buyer warrant to each other that they have not dealt with any broker, realtor, or finder in connection with the Water Rights. Seller indemnifies Buyer against any claims, demands, suit for any brokerage fees, or similar service charges regarding the Water Rights, this Agreement, any other act, or contract with Seller, and for all losses, obligations, costs, expenses, and fees (including attorney fees) incurred by Buyer arising from any such claim, demand, or suit. Del Kohtz, Managing Member of Idaho Water Company LLC. discloses that he is a licensed real estate agent and is acting as principal for his own account.
12. **Attorney Fees.** In any suit or legal proceeding commenced by either Party against the other arising out of this Agreement, the prevailing Party may be awarded its reasonable attorney fees and costs.
13. **Successors.** This Agreement will be binding upon the heirs, successors, and permitted assigns of either Party, including any transferee of all or a substantial portion of a Party's assets, and any direct or indirect successor by merger, consolidation, or otherwise by operation of law, and each Party will ensure a potential successor entity is contractually obligated to continued performance under this Agreement.

14. **Authority**. Each party represents and warrants to the other that they have full legal rights, power, and authority to sign this Agreement.
15. **Entire Agreement**. This Option Agreement for Purchase and Sale of Water Rights contains the entire agreement between the Parties relating to the Water Rights and supersedes any other written or oral agreements between the Parties regarding the Water Rights, and any prior agreement, arrangement or understanding between the Parties, whether oral, written, electronic or otherwise. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation regarding the Water Rights, express or implied, not specifically contained herein.
16. **Modification**. No modification, amendment, addendum, or other change to this Agreement will be valid unless the same is in writing and properly executed by both Parties.
17. **Notices**. All notices to be given to the Parties will be in writing, delivered in hand, or by U.S. Mail (postage pre-paid), by private courier, by email, or by facsimile:

To Buyer:

IDAHO WATER COMPANY LLC
Valley Rd
Eden, Idaho 83325
Email: info@idahowatercompany.com

To Seller:

18. **Recitals**. The parties agree that the preceding recitals are not mere recitals but are integrated representations made by the respective parties under this Agreement and are incorporated herein by reference.
19. **Counterparts**. This Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together, and after execution by all Parties, shall form a single binding agreement.

20. **Further Documents.** The parties will promptly, upon the request of the other of them, or Escrow agent, deliver to the requesting party or, if appropriate, Escrow Agent, any and all further documents, instruments or assurances reasonably requested or otherwise necessary to carry out the intent of this Agreement. Such further documents may be executed with electronic signatures and in counterparts.
21. **Assignment.** Buyer may assign its Option and other rights under this Agreement.
22. **Severability.** If any provision is determined invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision, as the parties agree that in such case each provision is deemed severable from all other provisions of this Agreement.
23. **Construction.** The Parties are sophisticated parties, and each and their attorneys have had full opportunity to review this Agreement and agree that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement or any amendments or exhibits. Unless otherwise clearly indicated by context, the singular includes the plural, and vice-versa. The use of commas in this Agreement is for readability only. An imprecise placement of adverbs or commas shall not alter the otherwise plain meaning of any provision or otherwise frustrate its overall purpose. This Agreement will be construed according to its fair meaning and not strictly for or against either Party.
24. **Indemnification.** To the extent permitted by law, the Seller agrees to indemnify, defend and hold harmless the Buyer against any losses, damages, liabilities and expenses (including reasonable attorney fees) arising from the actions or omissions of Seller, including, but not limited to, negligence or willful misconduct.
25. **Warranties to Survive Closing.** All representations and warranties made by the Parties herein are also covenants, and each party shall take all such further actions as required to satisfy said covenants and to cause the representations and warranties to be true on and as of Closing. The Parties' respective obligations to close and consummate the transaction

contemplated are contingent upon the representations, warranties, and covenants in the Agreement being true, valid, and satisfied on and as of the Closing. All such representations and warranties shall survive closing.

26. **Governing Law.** This Agreement is governed by and construed and enforced under the laws of the State of Idaho.

[end of text; signature page follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the dates set forth below.

"SELLER

By: KT Hansen

Print Name & Title

Kent Hansen Owner

Dated: 9-10-2023

By: Ann Hansen

Print Name & Title: Ann Hansen Owner

By: _____

Print Name & Title: _____

"BUYER"

IDAHO WATER COMPANY, LLC., an Idaho
limited liability company

Dated: 5/21/23

By: Delbert G. Kohtz
Delbert G. Kohtz, Managing Member

IDAHO WATER COMPANY LLC
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this November 16th 2021 by and between Del Kohtz of Idaho Water Company LLC, 1135 Valley Rd. So. Eden, Id. 83325 (hereinafter "Seller") and Cletus Hamilton of 1193 Sunset Dunes, Draper, Utah 84020 hereinafter ("Buyer"). The seller, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the 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 Buyer does hereby agree to buy from the Sellers 42 acre feet/ annum of Idaho Water Right [REDACTED] and the water appurtenant thereto, for \$[REDACTED] Acre Foot or \$[REDACTED] per acre. 12 acres of water are included in this agreement. No land is included in this agreement
2. The total purchase price shall be \$[REDACTED]. Payment of \$[REDACTED] paid at signing. At closing the \$[REDACTED]00 shall be deducted from the purchase price.
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 of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for each contract to Seller shall take place at the law offices of _____ Idaho, within thirty days of Buyers receipt of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. Non-payment of this contract after the transfer has taken place shall constitute a lien on the Buyer's property, in the name of Idaho Water Co. LLC. The buyer's place of use and point of diversion will be used for the transfer. The change of ownership of the Water Right will be held by Idaho Water Co LLC.
6. In the event of any suit 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.
7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.
8. 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.
9. Buyer understands that if Kohtz is not at fault for the failure of his transfer due to protests or other factors Kohtz shall not be held liable for any damages to Buyer. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.
10. 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 buyer has to pay, or the amount of water buyer receives.
11. Kohtz (Idaho Water Company) has no control over the amount of mitigation or writedown IDWR will require of Buyers particular transfer therefore the amount Buyer pays is based on the amount of water transferred out of the original Water Right.

OTHER PROVISIONS

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

SELLERS

Idaho Water Co. LLC
Delbert Kohtz

BUYERS

Hamilton Land & Livestock
B. Berta Hamilton

STATE OF IDAHO

_____))
_____) S.
County of _____)

On this _____ day of April, 2005, before me the undersigned Notary
Public in and for said state, personally appeared Delbert Kohtz known or identified to me
to be the person whose name is subscribed to the within and foregoing instrument, and
acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year first above written.

Notary public for _____

Residing at _____

My commission expires _____

Existing Water Rights: Hansen, Ann; Hansen, Kent G.				
Water Right	Priority Date	Rate [cfs]	Volume [afa]	Acres
31-12422	8/7/1962	0.84		57.3
31-12424	7/25/1955	0.33		23.4
31-12426	7/26/1961	0.22		14.9
31-12428	6/22/1953	1.36		51.9
combined:		2.75	516.3	147.5

EXHIBIT 2

OCT 29 2024

RECEIVED

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOV 01 2024

DEPT. OF WATER RESOURCES
EASTERN REGION**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Idaho Water Co

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☐ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b 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).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <https://idwr.idaho.gov/water-rights/transfers/resources/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

OCT 29 2024

RECEIVED

NOV 01 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
EASTERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1DEPT. OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) Idaho Water Co Phone 208-312-1135
 Mailing address 1135 Valley Rd. South Eden, ID 83325 Email del@idahowatercompany.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**.

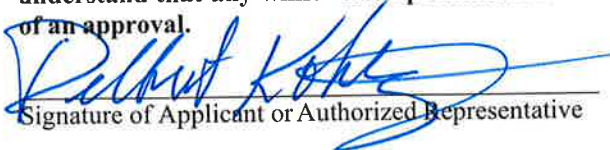
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Jason C. Helms, PE Phone 208-308-2109
 Mailing address 295 8th St. Idaho Falls, ID 83401 Email jasoncivil@alumni.nd.edu

- ☐ 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

Delbert Kohtz
 Print Name and Title if applicable

10/29/24
 Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code §42-221.0.8?
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- 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**.
Transfer a portion of combined water rights 31-12421, 12423, 12425 & 12427 and a portion of combined water rights 31-12422, 12424, 12426 & 12428 for use on other lands from another well.

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 ☐ ☒	31-12421	0.034/	Irrigation	04/01 to 10/31	Ground Water
☐ ☐	31-12423	0.013/	Irrigation	04/01 to 10/31	
☐ ☐	31-12425	0.009/	Irrigation	04/01 to 10/31	
☐ ☐	31-12427	0.063/	Irrigation	04/01 to 10/31	
☐ ☐	31-12422	0.034/	Irrigation	04/01 to 10/31	
☐ ☐	31-12424	0.013/	Irrigation	04/01 to 10/31	
☐ ☐	31-12426	0.009/	Irrigation	04/01 to 10/31	
☐ ☐	31-12428	0.055/	Irrigation	04/01 to 10/31	
☐ ☐				to	

Total authorized under rights 0.23 cfs and/or 42.0 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.23 cubic feet per second and/or 42.0 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 #
			NE	SE	13	07N	33E	Jefferson	Ground Water	WMIS 300141
			NW	SW	18	07N	34E	Jefferson	Ground Water	WMIS 300162
			NE	SE	18	07N	34E	Jefferson	Ground Water	WMIS 300865

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	
07N	33E	13				1.5									5.6				7.1
07N	34E	18									4.9								4.9
											lot3								
Total Acres (for irrigation use)																			12

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:

Existing wells, pumps and distribution piping. All diversions are currently metered and reported annually.

- b. Who owns the property at the point(s) of diversion? Hamilton Land and Livestock

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Ownership of the water rights under contract will transfer to the land owner following transfer approval.

- 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: See attached lienholder release if applicable.

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:

Land will no longer be 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:

31-160B, 31-161B, 31-4011C, 31-7131, 31-7320, 31-2299, 31-2415 & 31-12529 are also diverted from the same well system

- 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:

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

Current Water Right No.: 31-12421

Current Owner: KENT G HANSEN
ANN HANSEN

Priority Date: 8/7/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.88 CFS	527.1 AF
	<u>Total Diversion</u>	0.88 CFS	527.1 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SE1/4 Sec. 10, Twp 08N, Rge 33E B.M.
JEFFERSON County

Place of Use

IRRIGATION Within JEFFERSON County

T08N R33E S11	NESW	40.00	T08N R33E S11	NWSW	39.00
T08N R33E S11	SWSW	38.00	T08N R33E S11	SESW	39.00

Total Acres: 156

Conditions of Approval:

1. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
2. 004 This right does not grant any right-of-way or easement across the land of another.
3. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. 214 Prior to the diversion and use of water under Transfer approval 80260, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
5. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 110.
6. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
7. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
8. T19 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.
9. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
10. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
11. X35 Rights 31-12421, 31-12423, 31-12425, and 31-12427 when combined shall not exceed a total annual maximum diversion volume of 546.0 af at the field headgate and the irrigation of 156.0 acres.

Decreed Date: 2/22/2002

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

Current Water Right No.: 31-12422

Current Owner: KENT G HANSEN
ANN HANSEN

Priority Date: 8/7/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

04/01 to 10/31

0.84 CFS

498.4 AF

Total Diversion

0.84 CFS

498.4 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4

Sec. 23, Twp 08N, Rge 33E B.M.

JEFFERSON County

Place of Use

IRRIGATION Within JEFFERSON County

T08N R33E S23

NENW

38.00

T08N R33E S23

NWNW

30.50

T08N R33E S23

SWNW

39.00

T08N R33E S23

SENW

40.00

Total Acres: 147.5

Conditions of Approval:

1. T19 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.
2. X35 Rights 31-12422, 31-12424, 31-12426, and 31-12428 when combined shall not exceed a total annual maximum diversion volume of 516.3 af at the field headgate, and the irrigation of 147.5 acres.
3. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
6. 004 This right does not grant any right-of-way or easement across the land of another.
7. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 110.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. 214 Prior to the diversion and use of water under Transfer approval 80260, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
10. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
11. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Decreed Date: 2/22/2002

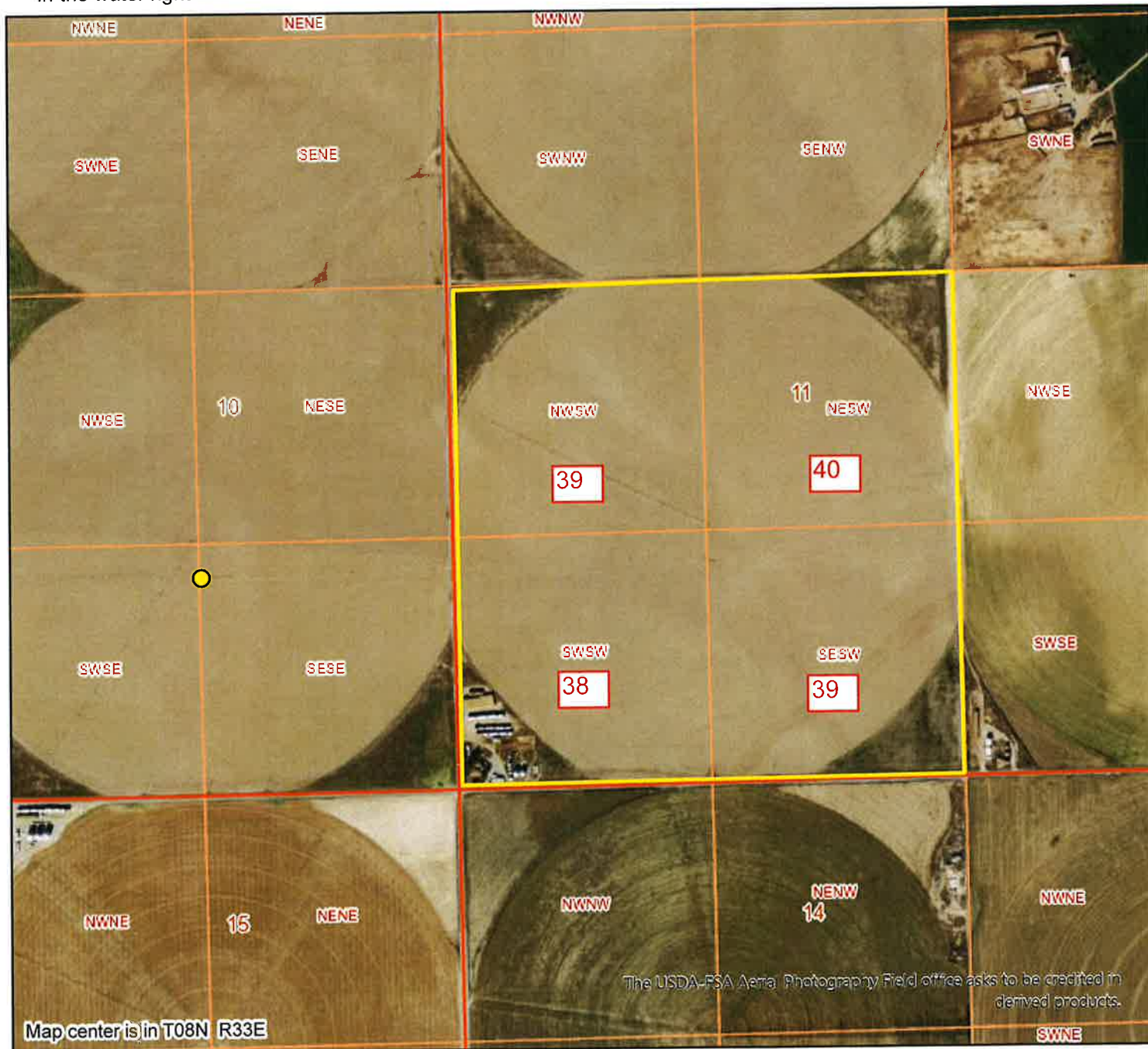
State of Idaho
Department of Water Resources

Water Right

31-12421, 31-12423, 31-12425, 31-12427

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.



Map center is in T08N R33E



Date created: 10/7/2024



Legend

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



89502

State of Idaho
Department of Water Resources

Water Right

31-12422, 31-12424, 31-12426, 31-12428

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: 10/7/2024



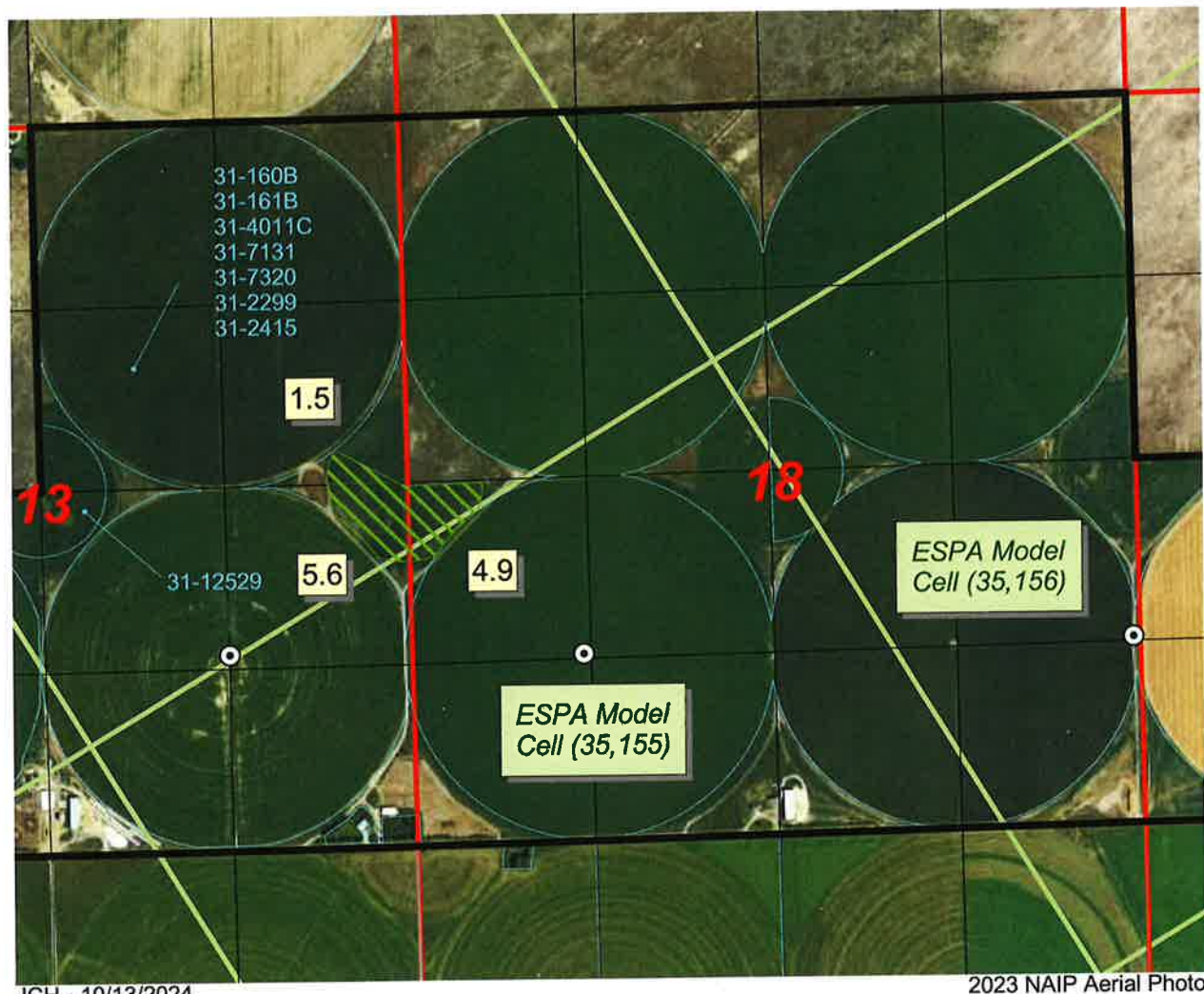
Legend

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



89502

APPLICATION FOR TRANSFER OF WATER RIGHT



0.25 0 0.25 0.5 Miles

- ⊙ Existing Wells Proposed for diversion
- ▨ Proposed Irrigation (12.0 ac.)
- ▭ Hamilton Land & Livestock
- ▭ Existing Water Rights
- ▭ Townships
- ▭ Sections
- ▭ 40's



ATTACHMENT #7a

89502



IDAHO DEPARTMENT OF
WATER RESOURCES

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

March 19, 2025

IDAHO WATER CO LLC
1135 VALLEY RD S
EDEN, ID 83325

RE: Transfer No. 89502
Water Right No(s). 31-12422, 31-12424, 31-12426, 31-12428

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 JEFFERSON STAR on 3/26/2025 and 4/2/2025. 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,

Christina Henman
Administrative Assistant

CC:
JASON C HELMS
295 8TH ST
IDAHO FALLS, ID 83401-4802

Henman, Christina

From: Henman, Christina
Sent: Wednesday, March 19, 2025 3:40 PM
To: legalnotices@jeffersonstarnews.com
Subject: Legal Notice for Jefferson Star
Attachments: 89502 Jefferson Star.docx

LEGAL NOTICE DEPARTMENT
JEFFERSON STAR
PO BOX 37
RIGBY, ID 83442

RE: Transfer No. 89502
Water Right No(s). 31-12422, 31-12424, 31-12426, 31-12428

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 4/14/2025. 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. 89502**

IDAHO WATER CO LLC, 1135 VALLEY RD S, EDEN, ID 83325 has filed Application No. 89502 for changes to the following water rights within JEFFERSON County(s): Right No(s). 31-12422, 31-12424, 31-12426, 31-12428; 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 the point of diversion, add points of diversion and change the place of use. The points of diversion are in NESE, Section 13, T07N, R33E and NWSW, NESE, Section 18, T07N, R34E, from ground water for 0.10 cfs. The place of use is in SENW, NESW, Section 18, T07N, R34E for 5.1 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 4/14/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 3/26/2025 and 4/2/2025

Re: Transfer 89502 - Hamilton Livestock

From Jason Helms <jasoncivil@alumni.nd.edu>

Date Thu 3/13/2025 5:02 PM

To Davidson, Jon <Jon.Davidson@idwr.idaho.gov>

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments **BEFORE** you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Jon,
Yes, I approve.
Thanks,
Jason C. Helms, P.E.
208-308-2109

On Thu, Mar 13, 2025, 3:53 PM Davidson, Jon <Jon.Davidson@idwr.idaho.gov> wrote:
Jason,

We were taking one last look at the transfer before approving and we found a mistake with the Place of Use legal description on the last amendment that Del signed. The document listed the POU in Range 33E, but the map you provided has it on a pivot in Range 34E.

My supervisor said that you can simply send me an email stating you approve of the change in the attached document, highlighted in #4 Place of Use, we can move it forward. We will need to readvertise it, but that shouldn't be an issue.

Please write back stating you understand and approve the change highlighted in the attached document.

Thanks,

Jon Davidson
Water Resource Agent
IDWR-Eastern
208-497-3796