

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 84902**RECEIVED****APR 21 2021**

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

DEPT OF WATER RESOURCES
SOUTHERN REGION

An application for transfer must be prepared in accordance with the minimum requirements listed below to be submitted 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) Silver Sage Owners Association Inc.

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 idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #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: _____

APR 21 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGIONAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Silver Sage Owners Association Inc. Phone 208-481-1786
 Mailing address P.O. Box 331 Hailey, ID 83333 Email _____

- ☐ 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 Zach Latham, Brockway Engineering PLLC Phone 208-736-8543
 Mailing address 2016 Washington St. N Suite #4 Twin Falls, ID 83301 Email zach.latham@brockwayeng.c

- ☐ 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]
 Signature of Applicant or Authorized Representative

Miguel Cortez
 Print Name and Title if applicable

4/5/21
 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**.
Applicant seeks to transfer water rights to new place of use and new points of diversion per the attached purchase and sale agreement. A change of ownership form will be filed upon successful transfer completion and or final order.

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 ☒ ☐	37-8409	0.1 / 6.0	Irrigation	4/15 to 10/31	Ground Water / NA
☐ ☒	37-20843	0.07 /	Irrigation	4/15 to 10/31	Big Wood River/Malad R.
☐ ☒	37-21240	0.04 /	Irrigation	4/01 to 11/01	Big Wood River/Malad R.
☐ ☒	37-21242	0.06 /	Irrigation	4/01 to 11/01	Big Wood River/Malad R.
☒ ☐	37-22499	0.1 / 17	Irrigation	4/15 to 10/31	Ground Water / NA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.40 cfs and/or 23.0 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.37 cubic feet per second and/or 23.0 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 #
	2		NW	NE	5	02N	18E	BLAINE	GROUND WATER	EXISTING WELL
	2		NW	NE	5	02N	18E	BLAINE	GROUND WATER	EXISTING WELL
			SW	NE	5	02N	18E	BLAINE	GROUND WATER	EXISTING WELL
	2		NW	NE	5	02N	18E	BLAINE	BIG WOOD RIVER	RIVER DIVERSION

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	
2N	18E	5		6.5	19.7	0.6													26.8*
Total Acres (for irrigation use)																			26.8*

*IRRIGATION LIMITED TO 6.6 ACRES W/IN PROPOSED PPU.

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 river diversion and existing wells will allow diversion of rights which are distributed through pressurized irrigation system to irrigate property within proposed permissible place of use.

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

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached purchase and sale agreement authorizing applicant to transfer water rights to property owned by Demi Moore. Change of ownership will be filed 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: N/A.

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:

6.6 total acres will no longer be irrigated at the present place of use after transfer approval.

- 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:

Big Wood River POD and POU: Aspen Lakes Canal Company water rights 37-557, 37-558, 37-559, Demi Moore water right 37-577CH. Ms. Moore ground water rights POU and POD: 37-8461, 37-8647 and 37-12053.

- 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:

N/A.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2B

IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☒ Complete and attach one copy of **Part 2B** for each right for which only a portion is proposed to be changed.

Right Number: 37-21240

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	4.9
----------------------------------	-----

Total Acres (for irrigation use)	4.9
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IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 37-8409

Current Owner: SILVER SAGE OWNERS ASSN INC

Priority Date: 11/30/1988

Origin: Water Right

Status: Active

Basis:	License
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Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/31	0.1 CFS	6 AF
	<u>Total Diversion</u>	0.1 CFS	6 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 33, Twp 03N, Rge 18E B.M.
BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33	NWSW	0.80	T03N R18E S33	SWSW	9.60
T03N R18E S33	SESW	5.40			

Total Acres: 15.8

Conditions of Approval:

- | | | |
|----|-----|--|
| 1. | | Right 37-08409 is limited to the irrigation of 1.7 acres in the place of use described above in a single irrigation season.
If the original well under Right 37-08409 is no longer used, it shall be abandoned in a manner which complies with Department well abandonment rules. |
| 2. | T07 | The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval. |
| 3. | 01M | After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department. |
| 4. | 046 | Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code. |
| 5. | R67 | This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above. |
| 6. | 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. |

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Licensed Date: 3/19/1998

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

Current Water Right No.: 37-20843

Current Owner: SILVER SAGE OWNERS ASSN INC
Priority Date: 6/1/1886
Origin: Water Right
Status: Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/15 to 10/31

Diversion Rate

0.08 CFS

Annual Volume

Total Diversion

0.08 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER

BLAINE County

SE1/4SW1/4

Sec. 20, Twp 03N, Rge 18E B.M.

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33

NWSW

0.20

T03N R18E S33

SWSW

4.80

T03N R18E S33

SESW

0.90

Total Acres: 14

Conditions of Approval:

1. E55 Right Nos. 37-21240, 37-21242, and 37-20843 are limited to the irrigation of a combined total of 5.9 acres in a single irrigation season.
2. The actual diversion rate for this right is 0.076 cfs.
3. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-521L.
4. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

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

Current Water Right No.: 37-21240

Current Owner: SILVER SAGE OWNERS ASSN INC
Priority Date: 5/4/1889
Origin: Water Right
Status: Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 11/01

Diversion Rate

0.05 CFS

Annual Volume

Total Diversion

0.05 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER

BLAINE County

SE1/4SW1/4

Sec. 20, Twp 03N, Rge 18E B.M.

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33

NWSW

0.20

T03N R18E S33

SWSW

4.80

T03N R18E S33

SESW

0.90

Total Acres: 14

Conditions of Approval:

1. E55 Right Nos. 37-21240, 37-21242, and 37-20843 are limited to the irrigation of a combined total of 5.9 acres in a single irrigation season.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-522J.
4. The actual diversion rate for this right is 0.045 cfs.

Decreed Date: 9/24/2010

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

Current Water Right No.: 37-21242

Current Owner: SILVER SAGE OWNERS ASSN INC
Priority Date: 5/21/1890
Origin: Water Right
Status: Active
Basis: Decreed

Source

BIG WOOD RIVER

Tributary

MALAD RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 11/01

Diversion Rate

0.07 CFS

Annual Volume

Total Diversion

0.07 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER
BLAINE County

SE1/4SW1/4 Sec. 20, Twp 03N, Rge 18E B.M.

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33	NWSW	0.20	T03N R18E S33	SWSW	4.80
T03N R18E S33	SESW	0.90			

Total Acres: 14

Conditions of Approval:

1. The actual diversion rate for this right is 0.073 cfs.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-523G.
4. E55 Right Nos. 37-21240, 37-21242, and 37-20843 are limited to the irrigation of a combined total of 5.9 acres in a single irrigation season.

Decreed Date: 9/24/2010

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

Current Water Right No.: 37-22499

Current Owner: SILVER SAGE OWNERS ASSN INC
Priority Date: 1/5/1950
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

04/15 to 10/31

0.1 CFS

17 AF

Total Diversion

0.1 CFS

17 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SE1/4NE1/4

Sec. 32,

Twp 03N,

Rge 18E B.M.

BLAINE County

Place of Use

IRRIGATION Within BLAINE County

T03N R18E S33

NWSW

0.20

T03N R18E S33

SWSW

4.80

T03N R18E S33

SESW

0.90

Conditions of Approval:

1. K06 This right is limited to the irrigation of 4.9 acres within the place of use described above in a single irrigation season.
2. This right is a split from former right 37-2507A.
3. E56 The rights listed below are limited to the irrigation of a combined total of 5.9 acres in a single irrigation season. Combined Right Nos.: 37-21240, 37-21242, 37-20843 and 37-22499.
4. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
5. The actual diversion rate for this right is 0.098 cfs.
6. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
7. 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 for irrigation of the described lands.

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Decreed Date: 3/29/2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

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

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ 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. Label it **Attachment #7b**.

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.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

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 ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. A vertical red margin line is present on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled sheet.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by 56 Date 4/21/21 Preliminary check by _____ Date _____

Fee paid \$500.00 Date 4/21/21 Received by SG Receipt # 5038541

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)

**FIRST AMENDMENT TO
WATER RIGHTS PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") is entered into effective as of the date of the last signature hereto, in connection with that certain Purchase and Sale Agreement dated effective March 9, 2021 (the "Agreement"), by and between **Demi Gene Moore**, Trustee of the Demi Moore Family Trust ("Buyer"), and **Silver Sage Owners Association, Inc.**, an Idaho non-profit corporation ("Seller" and together with Buyer the "Parties").

RECITALS

This Amendment is necessary to correct a clerical error in the table found in Article 1.1 of the Agreement. The amended table in Article 1.1, as amended by this Amendment, does not change the number of ground water acres able to be irrigated after a transfer is approved by IDWR (6.6 acres). The new table only (and correctly) transfers 4.9 acres of the surface water rights, instead of the 5.9 acres originally identified in Article 1.1 of the Agreement.

AGREEMENT

In consideration of the mutual agreements herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree to amend the Agreement as set forth below.

Article 1.1 of the Agreement is deleted in its entirety and amended as set forth below:

1.1 **Description of Water Rights.** Seller is the owner of that certain water rights described as #37-8409, #37-22499, #37-20843, #37-21240, #37-21242, as recorded and documented by the Idaho Department of Water Resources and together with any and all rights and privileges associated therewith (hereafter referred to as the "Water Rights"). These rights are confirmed eligible for transfer by the Seller, as further shown on Exhibit A attached hereto. The following table identifies the water rights that are the subject of the Agreement:

Water Right:	Source:	Acres:	Combined Acres:
37-8409	Ground Water	1.7	1.7
37-22499	Ground Water	4.9	4.9
37-20843	Surface Water	4.9	4.9
37-21240	Surface Water	4.9	4.9
37-21242	Surface Water	4.9	4.9

Seller and Buyer hereby ratify the Agreement and confirm that the terms of the Agreement, as amended by this Amendment, remain in full force and effect.

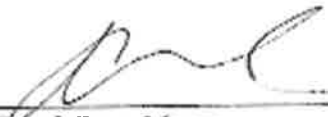
This Amendment may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Amendment after each party has signed such a counterpart.

IN WITNESS WHEREOF, Seller and the Buyer have executed this Amendment as of the date of the last signature hereto.

**SELLER: SILVER SAGE OWNERS
ASSOCIATION, INC**

By: DecuSigned by: Mike Goitiandia
7D37AD8C55240A
Name: Mike Goitiandia
Title: President
Date: 3/10/2021

BUYER: DEMI MOORE FAMILY TRUST

By: 
Name: Demi Gene Moore
Title: Trustee
Date: 4-2-21

WATER RIGHTS PURCHASE AND SALE AGREEMENT

This Water Rights Purchase and Sale Agreement ("Agreement") is made effective as the date of the last signature hereto, by and between **Demi Gene Moore**, Trustee of the Demi Moore Family Trust ("Buyer"), and **Silver Sage Owners Association, Inc.**, and Idaho non-profit corporation ("Seller" and together with Buyer the "Parties"), constitutes an agreement of purchase and sale between the parties.

ARTICLE 1 AGREEMENT OF PURCHASE AND SALE

1.1 Description of Water Rights. Seller is the owner of that certain water rights described as #37-8409, #37-22499, #37-20843, #37-21240, #37-21242, as recorded and documented by the Idaho Department of Water Resources and together with any and all rights and privileges associated therewith (hereafter referred to as the "Water Rights"). These rights are confirmed eligible for transfer by the Seller, as further shown on Exhibit A attached hereto:

Water Right:	Source:	Acres:	Combined Acres:
37-8409	Ground Water	1.7	1.7
37-22499	Ground Water	4.9	5.9
37-20843	Surface Water	5.9	5.9
37-21240	Surface Water	5.9	5.9
37-21242	Surface Water	5.9	5.9

1.2 Purchase and Sale Agreement. Execution of this Agreement by both Parties creates a binding agreement, effective on the date of execution by the last party to sign ("Effective Date") whereby Seller agrees to sell the Water Rights to Buyer, and Buyer agrees to purchase the Water Rights from Seller, on the terms and conditions stated herein.

ARTICLE 2 PURCHASE PRICE; DEPOSIT; CLOSING DATE

2.1 Purchase Price. The total Purchase Price which Buyer agrees to pay and Seller agrees to accept for the Water Rights is the sum of [REDACTED]. The Purchase Price shall be payable directly to Buyer in [REDACTED].

[REDACTED] Buyer shall provide payment instructions to Seller prior to Closing and in a manner that reasonably allows Buyer to make payment of the purchase price by the Closing Date.

2.2 Earnest Money Deposit. A deposit of earnest money, made by the Buyer, in the amount of [REDACTED] has been paid to Seller as consideration for the execution and delivery of this Agreement. On the Closing Date, the Earnest Money Deposit shall be credited against the Purchase Price.

2.3 Closing Date. Closing of this Agreement shall occur upon payment from Buyer to Seller of the purchase price and costs, less any credits due, as described herein. [REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 3 CONDITIONS TO CLOSE

3.1 Buyer's Conditions of Closing. In addition to the other terms and provisions of this Agreement which give Buyer the right to terminate this Agreement created pursuant hereto, Buyer's obligation to purchase the Water Rights from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Buyer's written waiver thereof, it being agreed that Buyer may waive any or all such conditions) between the Effective Date and the Closing Date:

(a) Seller's Performance. As of the Closing Date, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

(b) Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close Date.

(c) [REDACTED]
[REDACTED]

Upon the failure of any of the conditions set forth in this Section 5.1, Buyer may elect, by written notice to Seller, to terminate this Agreement, in which event neither party shall have any further obligations hereunder. If Buyer does not elect to terminate this Agreement within 30 days of any failure listed above, Buyer shall be deemed to have waived the right to assert a failure of the conditions. [REDACTED]
[REDACTED]

3.2 Seller's Conditions of Closing. In addition to the other terms and conditions of this Agreement which give Seller the right to terminate this Agreement created hereby, Seller's obligation to sell the Water Rights to Buyer shall be subject to the occurrence and/or satisfaction of the following conditions (or Seller's written waiver thereof, it being agreed Seller may waive any or all such conditions):

(a) Buyer's Performance. As of the Close of this Agreement, Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement, including delivering the purchase price to Seller.

(b) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of this Agreement.

(c) [REDACTED]

Upon the failure of any of the conditions set forth in this Section 3.2, Seller may elect, by written notice to Buyer, to terminate this Agreement created pursuant hereto, in which event neither party shall have any further obligations hereunder, except those under Article 5. If Seller does not elect to terminate this Agreement by the stated deadline, Seller shall be deemed to have waived the right to assert a failure of the conditions. Buyer shall not be entitled to a refund of the Earnest Money Deposit unless Seller fails to perform the obligations of this Agreement.

ARTICLE 4 ADDITIONAL OBLIGATIONS

4.1 Possession. Possession of the Water Rights shall be delivered by Seller to Buyer upon and in accordance with orders from the Idaho Department of Water Resources.

4.2 Limiting Provisions. Seller shall have no liability to Buyer after Closing for the breach of a representation or warranty hereunder of which Buyer had actual knowledge as of Closing. In the event Buyer, prior to the Closing, becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material adverse impact on Buyer, the Water Rights, or Buyer's intended use of the Water Rights, Buyer, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any rights the Buyer may have against Seller as a result of such inaccuracy or omission, or (ii) proceed with the Closing, thereby waiving any rights Buyer may have against Seller as a result of such inaccuracy or omission. Buyer agrees that, under no circumstance, shall Buyer be entitled to purchase the Water Rights and then bring a claim or action against Seller for damages as a result of such inaccuracy or omission.

4.3 Disclaimer. Except as set forth in this Agreement, it is understood and agreed that Seller has not made and is not now making, and Seller specifically disclaims, any warranties or representations as to (i) matters of title not contained in the Quitclaim Deed, (ii) environmental matters relating to the Water Rights, (iii) administrative restrictions or conditions imposed by the Idaho Department of Water Resources, (iv) use of the Water Rights for any particular purpose, (v) tax consequences, or (vi) any other matter or thing with respect to the Water Rights.

4.4 Buyer's Representations and Warranties. Buyer agrees, represents and warrants, as of the date of execution of this Agreement and as of the Closing Date, as follows:

(i) Buyer has made, or will make prior to the Closing, an independent investigation, to the extent Buyer deems necessary or appropriate, concerning: the Water Rights; the economic value, development, use, marketability, feasibility and suitability of the Water Rights and application for use; the necessity and availability of any general or specific governmental permits or approvals as a condition to the use of the Water Rights (collectively "Permits"); and/or the costs associated with development and use of the Water Rights.

(ii) Buyer is acquiring the Water Rights in reliance upon Buyer's own independent inspection, investigation and analysis, and except for the representations and warranties of Seller made herein, Buyer acknowledges that no representations or warranties of any kind have been made by Seller or its representatives.

ARTICLE 5

NONDISCLOSURE AND CONFIDENTIALITY PROVISIONS

5.1. Agreement Not to Disclose Confidential Information. The Parties understand that Confidential Information (as defined hereinafter) shall not be disclosed or allowed to be disclosed to any third party, except to the Seller's attorneys or accountants, after the execution of this Agreement (including after the expiration of the Initial Term and Extended Term, if applicable), regardless whether the Confidential Information was acquired before or after the execution of this Agreement. Seller expressly agrees that Seller and/or Seller's agents, including but not limited to its attorneys and/or accountants, shall not at any time directly or indirectly, verbally or otherwise, publish, disseminate, disclose or cause to be published, disseminated, disclosed any Confidential Information to any person, firm or entity whatsoever, including but not limited to newspapers, periodicals, magazines, publications, television stations, radio stations, publishers and any other enterprise involved in the print or electronic media including individuals working directly or indirectly for or on behalf of any such entities.

The term "**Confidential Information**" shall mean (a) all negotiations relating to the preparation of this Agreement, (b) the terms of this Agreement, (c) any and all information relating to Demi Moore ("**Member**") or children ("**Member's Family**"), unless such information is common public knowledge, (d) any photographs, videotapes, audiotapes of the Member or Member's Family as may be obtained, created, or made known to the Seller, if any, (e) any and all written and oral communications to and from the Seller and the Buyer, the Buyer's employees, agents and independent contractors, the Member, or the Member's Family as may be obtained or made known to the Seller, if any, and (f) after reasonable notice any other information rationally designated by the Buyer as Buyer's Confidential Information. The provisions of this Section shall survive the termination of the Agreement for any reason. However, if the parties file a Court action to enforce the terms of this Agreement, such information may be disclosed to the Court of law under seal if such information is relevant to any dispute.

Section 5.2. Remedies. In the event Seller and/or Seller's agents, including but not limited to his/her/its attorneys and/or accountants, discloses all or any part of the Confidential Information to third parties or defaults in the performance of this Article 5, Seller, in its sole discretion, may, at its option without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

(a) Disgorgement of Monies. The Buyer shall be entitled to obtain all monies, profits or other consideration or benefits which Seller and/or Seller's agents have derived or will derive from any disclosure or exploitation of all or any part of the Confidential Information obtained by Seller under the terms of this Article 5.

(b) Injunctive Relief. Seller acknowledges and agrees that any disclosure by Seller to third parties of all or any part of the Confidential Information will cause irreparable harm to Buyer, which damages and injuries will not be measurable or susceptible to calculation. Seller further acknowledges and agrees that any breach or threatened disclosure by Seller to third parties of all or any part of the Confidential Information shall entitle Buyer to obtain an *ex parte* Restraining Order, Preliminary Injunction and Permanent Injunction preventing the disclosure or any further disclosure of all or any part of the Confidential Information protected by the terms of this Article 5.

(c) Liquidated Damages. Seller agrees that any breach or violation by Seller of any of the terms or provisions of this Article 5 or any disclosure to third parties of all or any part of the Confidential Information shall result in substantial damages and injury to Buyer, the precise amount of which would be extremely difficult or impracticable to determine.

liquidated damages to compensate Buyer for any loss or damage resulting from each breach of the terms of this Article 5 by Seller and/or Seller's agents, including but not limited to his/her/its attorneys and/or accountants. The parties hereto agree that such sum is not a penalty and bears a reasonable and proximate relationship to the actual damages which Buyer will suffer from each breach of the terms of this Article 5. The parties further recognize and acknowledge that even though Buyer is able to seek actual and liquidated damages, Buyer can obtain injunctive relief because damages are not an adequate remedy at law for any breach or threatened breach of this Article 5.

ARTICLE 6 GENERAL PROVISIONS

6.1 Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each party has signed such a counterpart.

6.2 Entire Agreement. This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the purchase and sale of the Water Rights. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

6.3 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho.

6.4 Modification, Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both Buyer and Seller.

6.5 Time. Time is of the essence of each provision of this Agreement, including without limitation all time deadlines for satisfying conditions and the Closing Date.

6.6 Confidentiality. Except as otherwise provided herein, the parties understand the terms and provisions of this Agreement and the identity of the the Buyer and Buyer's family shall not be disclosed or allowed to be disclosed to any third party, including the Blaine County Assessor or an employee of the Assessor's Office, except to their attorneys, accountants or federal and state taxing authorities, after the execution of this Agreement, regardless whether the terms were acquired before or after the execution of this Agreement. The provisions of this paragraph 6.6 shall survive the Closing.

BUYER: DEMI MOORE FAMILY TRUST

By: 
DocuSigned by:
40034FAA29C0445
 Name: Demi Gene Moore
 Title: Trustee
 Date: 3/9/2021

SELLER: SILVER SAGE OWNERS ASSOCIATION, INC

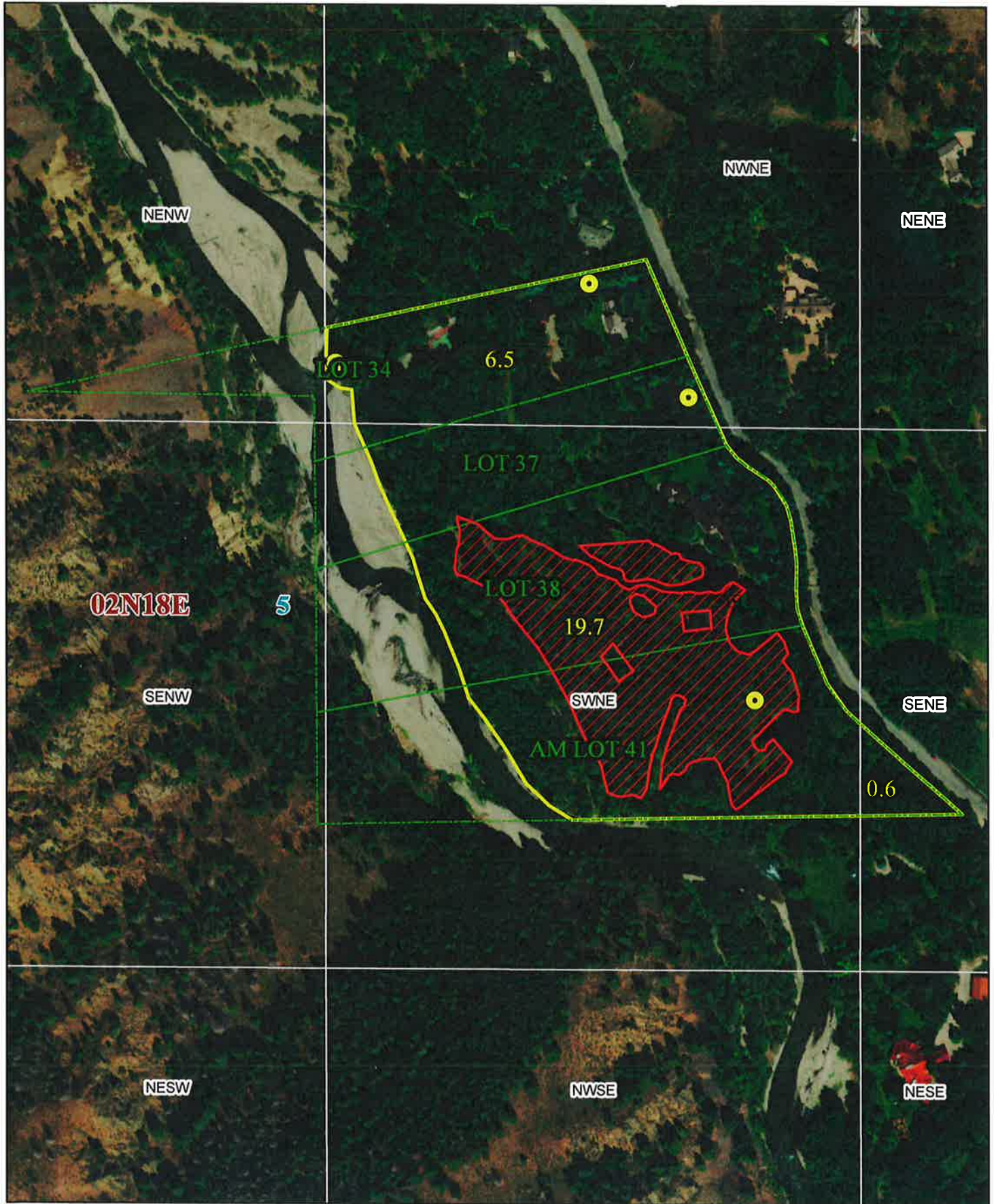
By: 
DocuSigned by:
7D3EAD4EG51248A...
 Name: Mike Goitiandia
 Title: President
 Date: 2/24/2021

EXHIBIT A
WATER SUPPLY BANK (WSB) DETAILS

Water Right Number:	WSB Lease End:	Time Since Lease End:	*Eligible for Transfer:
37-8409	12/31/2015	5 years, 2 months	Yes
37-20843	12/31/2016	4 years, 2 months	Yes
37-21240	12/31/2016	4 years, 2 months	Yes
37-21242	12/31/2016	4 years, 2 months	Yes
37-22499	12/31/2016	4 years, 2 months	Yes

*Transfer eligibility relates to number of years of non use; IDWR Multiple Programs Memo No. 2 (Spackman 3/5/2012).

*Personal communication between Brockway Engineering PLLC and Corey Skinner, IDWR Southern Region Manager, 2/1/21.



0 125 250 500 Feet

BROCKWAY ENGINEERING, PLLC.
JJJ - 11/02/2020

TRANSFER
84902

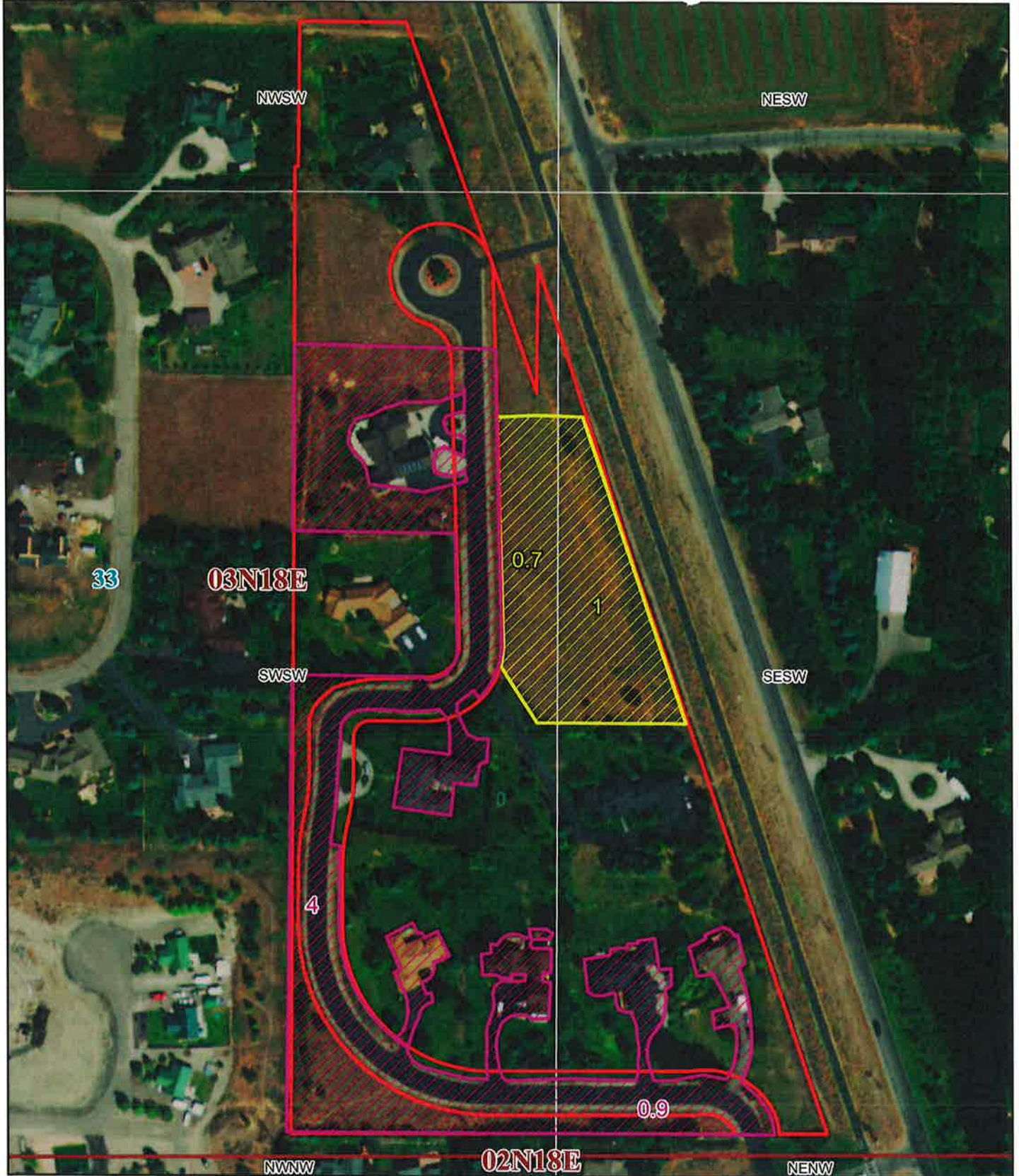
SILVER SAGE OWNERS ASSOCIATION INC.
ATTACHMENT 7A

NAIP 2019 AERIAL

Legend

- 2021_WR_Transfer 6.6 Acres
- PPU
- Moore Lots





SILVER SAGE OWNERS ASSOCIATION INC.

ATTACHMENT 7B

**BLAINE COUNTY
2019 AERIAL PHOTO**

0 75 150 300 Feet

**TRANSFER
84902**

BROCKWAY ENGINEERING, PLLC.
JJJ - Date: 4/16/2021

Legend

- 4.9 Ac. SW/GW Transfer Area
- 1.7 Ac. Transfer 37-8409
- Existing POU





0004074075

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0004074075

Date Filed: 11/24/2020 12:42:42 PM

Entity Name and Mailing Address:

Entity Name: SILVER SAGE OWNERS ASSOCIATION, INC.

The file number of this entity on the records of the Idaho Secretary of State is: 0000400274

Address: PO BOX 331
HAILEY, ID 83333-0301

Entity Details:

Entity Status: Active-Good Standing

This entity is organized under the laws of: IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C130909

The registered agent on record is:

Registered Agent: SHERI THOMAS
Registered Agent
Physical Address
12 E BULLION ST STE B4
HAILEY, ID 83333
Mailing Address

Agent or Address Change

☐ Select if you are appointing a new agent.

Corporate Officers and Directors:

Name	Title	Business Address
+ Michael Goitiandia	President	P.O. BOX 591 KETCHUM, ID 83340
+ Mark Fisher	Director	P.O. BOX 331 HAILEY, ID 83333
+ Ricardo Delgado	Director	P.O. BOX 331 HAILEY, ID 83333

The annual report must be signed by an authorized signer of the entity.

Sheri Thomas

Sign Here

11/24/2020

Date

Job Title: Managing agent

BU000-0040 11/24/2020 12:42 PM RECEIVED BY ID SECRETARY OF STATE LAWRENCE DENNEY



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 13, 2021

SILVER SAGE OWNERS ASSN INC
PO BOX 331
HAILEY, ID 83333-0301

RE: Transfer No. 84902
Water Right No(s). 37-20843, 37-21240, 37-21242, 37-22499, 37-8409

Dear Applicant(s):

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 **IDAHO MOUNTAIN EXPRESS on 5/19/2021 and 5/26/2021**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **June 7, 2021**.

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,

Denise Maline

Denise Maline
Administrative Assistant

c: Brockway Engineering PLLC

Maline, Denise

From: Maline, Denise
Sent: Thursday, May 13, 2021 12:58 PM
To: Kevin Lakey (WD37); Cyndi WD37
Subject: Comment Letter for Transfer 84902
Attachments: Comment Letter to WD37 for 84902.docx; Transfer 84902 (Silver Sage Owners Assn).pdf

Good afternoon,

Attached is an application for transfer currently being processed by the department. Please review the application and provide any necessary comments within 21 days.

If you have any questions, please feel free to contact our office.

Thank you in advance,

Denise @ IDWR



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 13, 2021

WATER DISTRICT 37
KEVIN D LAKEY
107 W 1ST
SHOSHONE, ID 83352

RE: Transfer No. 84902 (Silver Sage Owners Assn Inc.)

Dear Kevin:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at:

<https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, May 13, 2021 12:56 PM
To: 'Dawson,Bradley'
Subject: Comment Letter for Transfer 84902 (Silver Sage Owners Assn)
Attachments: Comment Letter to F&G for 84902.docx; Transfer 84902 (Silver Sage Owners Assn).pdf

Good afternoon,

Attached is an application for transfer currently being processed by the department. Please review the application and provide any necessary comments within 21 days.

If you have any questions regarding this application, please feel free to contact Water Resource Agent Jim Bitzenburg at (208) 736-3033.

Thank you in advance,

Denise @ IDWR



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 13, 2021

IDAHO DEPT OF FISH & GAME
BRADLEY DAWSON
324 S 417 E STE 1
JEROME ID 83338-6206

RE: Transfer No(s). 84902 (Silver Sage Owners Assn Inc.)
Water Right No(s).: 37-8409, etc.

Dear Mr. Dawson:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your organization regarding the above referenced water right application. *You can find a complete copy of the application(s) at:*

<https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, complete the enclosed recommendation form, and submit it to this office within 21 days of the date of this letter.

IDWR can finish reviewing an unprotested application as soon as the protest period has past. Therefore, your prompt response to this request is appreciated. If your organization desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication (**on or before June 7, 2021**).

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

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037

Website: www.idwr.idaho.gov • Email: southerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 13, 2021

ASPEN LAKES CANAL COMPANY
C/O JAMES SPECK
PO BOX 987
KETCHUM ID 83340-0998

RE: Application for Transfer No.: 84902 (Silver Sage Owners Assn. Inc.)
Water Right No.: 37-8409, etc.

Dear Interested Party:

The Department of Water Resources is seeking written comments and/or recommendations from your agency regarding the above referenced water right transfer application. A copy of the application is enclosed for your reference. Additional information regarding this application can be found on our website at www.idwr.idaho.gov.

Please review the application, and submit any necessary comments to this office within 21 days. If the department has not received your written comments within 21 days; we will presume that you do not oppose approval of the application and that you have no comments for the department to consider.

In addition, if you desire to formally protest the approval of this application, you may do so by filing a written protest with this office, **on or before June 7, 2021**.

Please contact this office if you have any questions regarding this information.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, May 13, 2021 11:10 AM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.docx

Attached please find **(1)** legal notice being submitted for publication on May 19th & 26th, 2021. Please let me know if there are any questions or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise @ IDWR Twin Falls

Denise Maline
Administrative Assistant I
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 293-9908
denisc.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 13, 2021

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Transfer No. 84902

Water Right No(s). 37-20843, 37-21240, 37-21242, 37-22499, 37-8409

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 June 7, 2021. Your cooperation is appreciated.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 84902**

SILVER SAGE OWNERS ASSN INC, PO BOX 331, HAILEY, ID 83333-0301 has filed Application No. 84902 for changes to the following water rights within BLAINE County(s): Right No(s). 37-20843, 37-21240, 37-21242, 37-22499, 37-8409; 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: Application for transfer proposes to change the place of use (POU) and points of diversion (POD) for two ground water irrigation rights and a portion of three Big Wood River irrigation rights which are currently appurtenant to 6.6 acres of land located approximately 1.7 miles north and 0.3 mile west of the intersection of Bullion Street and Main Street in Hailey. The proposed POU will be within a newly created 26.8 acre Permissible Place of Use (PPU) located approximately 1.2 miles north and 0.9 mile west of Hailey. Each ground water right will change its POD from its currently authorized location to three existing wells located within the PPU. The transfer proposes changing the POD of the portion of the three Big Wood River rights moving to the PPU from its current location, approximately 3.7 miles north and 1.2 miles west of Hailey, downstream to an existing Big Wood River diversion located approximately 1.3 miles north and 1.0 mile west of Hailey. Post transfer, the five rights will irrigate 6.6 acres within the 26.8 acre PPU with a total flow rate of 0.37 cfs.

For additional information concerning the property location, contact Southern Region office at (208)736-3033. 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, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **June 7, 2021**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on May 19th & 26th, 2021

Bitzenburg, James

From: Bitzenburg, James
Sent: Tuesday, May 11, 2021 1:59 PM
To: Clark, Cynthia Bridge
Subject: Water right transfer on the Big Wood River

Cynthia-

Today I am submitting a water right transfer to Denise Maline for advertising (#84902, Silver Sage Owner's Association, Inc.) which, among other things, proposes moving a Big Wood River POD (for three water right splits) about 2.5 miles downstream to an existing POD. Denise will be scanning the application soon, but I can scan and send it to you if you'd like. We'd like to get your comments on the application, if possible. Thank you.

Jim

Jim Bitzenburg
Senior Water Resource Agent
Idaho Department of Water Resources
Southern Regional Office
Phone (208)-293-9909
james.bitzenburg@idwr.idaho.gov

TRANSFER SYNOPSIS

Date: May 3, 2021
To: Transfer #84902, Silver Sage Owner's Association, Inc. Transfer file
From: Jim Bitzenburg
Re: Summary of transfer

Application for transfer proposes to change the place of use (POU) and points of diversion (POD) for two ground water irrigation rights and a portion of three Big Wood River irrigation rights which are currently appurtenant to 6.6 acres of land located approximately 1.7 miles north and 0.3 mile west of the intersection of Bullion Street and Main Street in Hailey. The proposed POU will be within a newly created 26.8 acre Permissible Place of Use (PPU) located approximately 1.2 miles north and 0.9 mile west of Hailey. Each ground water right will change its POD from its currently authorized location to three existing wells located within the PPU. The transfer proposes changing the POD of the portion of the three Big Wood River rights moving to the PPU from its current location, approximately 3.7 miles north and 1.2 miles west of Hailey, downstream to an existing Big Wood River diversion located approximately 1.3 miles north and 1.0 mile west of Hailey. Post transfer, the five rights will irrigate 6.6 acres within the 26.8 acre PPU with a total flow rate of 0.37 cfs.

The transfer will be changing points of diversion on a stream and changing points of diversion in the Big Wood River Ground Water Management Area, so the transfer will be advertised. Since the transfer is within Water District 37, comments will be solicited from the WD-37 Watermaster.

The rights involved in the transfer are:

- 37-8409 (ground water, 0.1 cfs, 1.7 acres, 6.0 AF)
- 37-22499 (ground water, 0.1 cfs, 4.9 acres, 17.0 AF)
- 37-20843 (Big Wood River, 0.08 cfs, 5.9 acres)
- 37-21240 (Big Wood River, 0.05 cfs, 5.9 acres)
- 37-21242 (Big Wood River, 0.07 cfs, 5.9 acres)

FEE MEMORANDUM

Date: April 29, 2021
To: Silver Sage Owner's Association, Inc., Transfer #84902 File
From: Jim Bitzenburg
Re: Receipting/disposition of fees paid

This transfer was filed on April 21, 2021 and moves the entirety of two ground water irrigation rights, and a portion of three Big Wood River irrigation rights to a new location with a new place of use and new points of diversion. Each ground water right has a flow rate of 0.1 cfs and the portions of the surface water rights moving are: 0.07 cfs, 0.06 cfs, and 0.04 cfs. The total flow rate of the rights moving (0.37 cfs) is the basis for the fee of \$500.00, which was paid by Brockway Engineering with check #16393, Idaho Department of Water Resources receipt #S038541.



BROCKWAY
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Hydraulics

Hydrology

Water Resources

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APR 21 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

April 16th, 2021

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RE: Silver Sage Owners Association Inc., Water Right Transfer Application.

Dear Corey,

Enclosed is a water right transfer application filed in the name of Silver Sage Owners Assn. Inc. (Applicant), involving three Big Wood River irrigation water rights and two ground water irrigation rights currently authorized to irrigate a total of 6.6 acres on their property in Hailey, ID. The Applicant seeks to transfer all portions of the two ground water rights and 4.9 acres of the three surface water rights, to a new place of use per the attached purchase and sale agreement with Ms. Demi Moore, purchaser of the water. A change of ownership will be filed after transfer approval to transfer ownership from the Applicant to Ms. Moore.

The proposed point of diversion for the surface water rights is an existing headgate on the Big Wood River. The proposed ground water points of diversion are three existing wells on the Moore property.

Please copy our office and Brockway Engineering on all correspondence regarding this water right transfer application. Also included is a check for \$500.00 to cover the cost of the water right transfer application. Don't hesitate to give me a call should you have any further questions or comments.
Regards,

Nichol Ciserella for Zach Latham

Zach Latham, M.S., Hydrologist.

Enclosures: (1) Water Right Transfer Application
(1) Attachments 7A and 7B Maps.
(1) Purchase and Sale Agreement.
(1) Brockway Engineering Check # 16392.

Cc: Ms. Demi Moore c/o Sam Linnet
Silver Sage Owners Association Inc.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506