

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT
TRANSFER NO. 84627**

This is to certify that: **CITY OF WHITE BIRD**
PO BOX 74
WHITE BIRD, ID 83554

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
79-14053	WR/LICENSE	4/14/2003	0.100 cfs	N/A	N/A	N/A	GROUND WATER
79-7208	WR/LICENSE	9/16/1991	0.140 cfs	N/A	N/A	N/A	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
79-14053	NO	NO	NO	YES	NO	NO
79-7208	NO	NO	NO	YES	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
79-14053	79-14053	0.100 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79-7208	79-7208	0.140 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		0.240 cfs	N/A	N/A	N/A		N/A	N/A	N/A	N/A

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 29th day of March, 2024.



Chief, Water Allocation Bureau

Transfer No. 84627

SUPPORT DATA
IN FILE # 79-7208

WATER RIGHT NO. 79-14053
As Modified by Transfer No. 84627

In accordance with the approval of Transfer No. 84627, Water Right No. 79-14053 is now described as follows:

Right Holder: CITY OF WHITE BIRD
PO BOX 74
WHITE BIRD, ID 83554

Priority Date: 4/14/2003

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
MUNICIPAL	01/01	to 12/31	0.100 cfs 0.100 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SWSE	Sec 11 Twp 28N Rge 01E	IDAHO County
GROUND WATER	SWSE	Sec 11 Twp 28N Rge 01E	IDAHO County
GROUND WATER	NWNE	Sec 14 Twp 28N Rge 01E	IDAHO County

CONDITIONS OF APPROVAL

1. Place of use is within the service area of the City of White Bird municipal water supply system as provided for under Idaho Law.
2. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
4. This right does not grant any right-of-way or easement across the land of another.
5. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
6. When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

Transfer No. 84627

WATER RIGHT NO. 79-14053
As Modified by Transfer No. 84627

CONDITIONS OF APPROVAL

7. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.



WATER RIGHT NO. 79-7208

As Modified by Transfer No. 84627

In accordance with the approval of Transfer No. 84627, Water Right No. 79-7208 is now described as follows:

Right Holder: CITY OF WHITE BIRD
PO BOX 74
WHITE BIRD, ID 83554

Priority Date: 9/16/1991

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
MUNICIPAL	01/01	to 12/31	0.140 cfs 0.140 cfs

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SWSE	Sec 11 Twp 28N Rge 01E	IDAHO County
GROUND WATER	SWSE	Sec 11 Twp 28N Rge 01E	IDAHO County
GROUND WATER	NWNE	Sec 14 Twp 28N Rge 01E	IDAHO County

CONDITIONS OF APPROVAL

1. Place of use is within the service area of the City of White Bird municipal water supply system as provided for under Idaho Law.
2. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
4. This right does not grant any right-of-way or easement across the land of another.
5. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
6. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
7. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

WATER RIGHT NO. 79-7208

As Modified by Transfer No. 84627

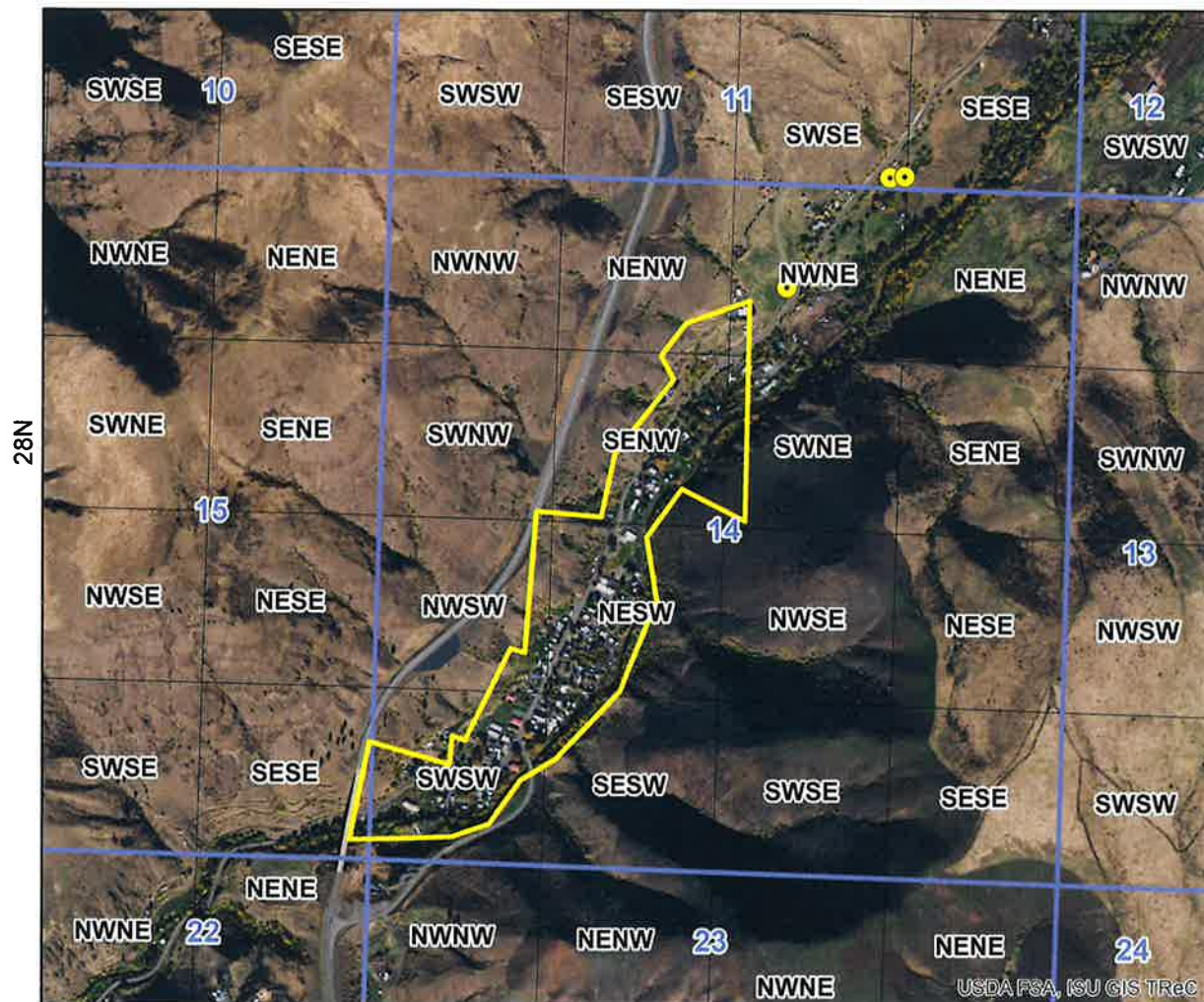
CONDITIONS OF APPROVAL

8. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

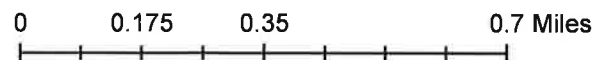


79-7208 & 79-14053

01E



-  Point of Diversion
 Water Service Area Boundary
 Townships
 PLS Sections
 Quarter Quarters



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT – POINT(S) OF DIVERSION

This form may be used to apply to change and/or add points of diversion for existing water rights and to report an ownership change for a water right(s) in connection with the proposed point of diversion change(s). Do not use this form to apply for changes to other elements of a water right. See the [Application for Transfer Instructions](#) for help completing this form and for mailing addresses of Department offices where your application can be submitted.

Check all that apply:

- ☐ Change diversion point(s) ☒ Add diversion point(s) ☐ Ownership change ☐ Ownership transfer

☐ Transfer is for changes pursuant to Idaho Code § 42-221.O.8. Attach an explanation and any supporting documentation.

1. **APPLICANT(S)** City of White Bird Phone (208) 839-2294

2. MAILING ADDRESS PO Box 74 City White Bird

State ID Zip 83554 Email whitebirdcity@outlook.com

- ☐ If the applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign for the applicant.
- ☒ If the applicant is not the current water right(s) owner, attach documentation of authority to file the application.
- ☐ If the application includes a change in ownership of water right(s), attach a copy of the conveyance document, such as a warranty deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property conveyed or description of the water right if no land is conveyed. Additional fee(s) are required for water right ownership changes; see Item 9 for the [fee schedule](#).

If the ownership change resulted in the water right(s) being split, how did the division occur? Mark one:

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

- ☐ If the application is not signed by the applicant, attach a Power of Attorney or other documentation providing authority to sign for the applicant.

3. LIST WATER RIGHT NUMBER(S) 79-7208, 79-14053

- ☒ Attach a copy of the water right(s) as recorded, available at idwr.idaho.gov, *Water Right Transfers, Step 1*, or by contacting any Department office.

4. **TOTAL AMOUNT OF WATER** transferred is 0.24 cubic feet per second and/or _____ acre-feet per annum.
(diversion rate) (storage volume)

5. **POINT OF DIVERSION** – Describe all the point(s) of diversion to be included on the water right(s) after the proposed change.

- ☐ Attach Eastern Snake Plain Aquifer (ESPA) analysis if this transfer proposes to change a point of diversion affecting the ESPA. ESPA analysis information is available at idwr.idaho.gov, *Water Rights, Water Right Transfers, Modeling Resources*.

[illegible]

6. 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:

See response in attached memorandum.

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

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

The easement and Lease Option Agreement obtained are described in attached memorandum.

- c. 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 used in a mitigation plan limiting the use of water under the right(s), or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the right(s)?

If yes, describe:

- d. Is any portion of the water right(s) proposed to be changed currently leased to the Water Supply Bank? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a [Lessor Designation](#) form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an [IRS Form W-9](#).
(Disregard if these items are on file and ownership has not changed.)

7. **MAP** – ☒ Attach a map of the diversion, measurement, control and distribution system. Include the place of use if a split of the water right occurred. Clearly label the map with township, range, section and ¼ ¼ of section information. You may create a map at idwr.idaho.gov, *Water Rights, Water Right Transfers, File a Transfer Application, Step 2C*.

8. **SIGNATURE** – The information in this application is true to the best of my knowledge. I understand any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.



Signature of applicant or authorized agent

Tim Farrell

Print name and title if applicable

01/13/2021

Date

Signature of applicant or authorized agent

Print name and title if applicable

Date

9. **FEE** – ☒ The application filing fee provided in Idaho Code § 42-221.O, must be submitted with the application for transfer. Applications for changes pursuant to Idaho Code § 42-221.O.8. require a filing fee of \$50 per water right. All other application fees are based on the total amount of water proposed for transfer in Item 4: the larger fee for either cubic feet per second (diversion rate) or acre-feet per annum (storage volume). The [Fee Schedule](#) is available at www.idwr.idaho.gov, *Water Right Transfers, Step 4* and in the [Application for Transfer Instructions](#).

FOR DEPARTMENT USE ONLY

Transfer includes _____ pages of attachments. Received by DL Date 1/13/2021

Fee paid \$500 Date 1/13/2021 Receipted by DL Receipt # W049021

Preliminary review by SN Date 1-15-2021 Active in the Water Supply Bank? Yes ☐ No ☒

W-9 received? Yes ☐ No ☒ Name on W-9 _____ W-9 forwarded to fiscal? Yes ☐ No ☒

(Do NOT scan the W-9 – confidential information is held by fiscal only)

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

Current Water Right No.: 79-14053

Current Owner: CITY OF WHITE BIRD

Priority Date: 4/14/2003

Origin: Water Right

Status: Active

Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
MUNICIPAL	01/01 to 12/31	0.1 CFS	
	<u>Total Diversion</u>	0.1 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 11,	Twp 28N,	Rge 01E B.M.
IDAHO County				
GROUND WATER	SW1/4SE1/4	Sec. 11,	Twp 28N,	Rge 01E B.M.
IDAHO County				

Place of Use

MUNICIPAL Within IDAHO County

T28N R01E S14	NWNE	T28N R01E S14	SWNE
T28N R01E S14	NENW	T28N R01E S14	SWNW
T28N R01E S14	SENE	T28N R01E S14	NESW
T28N R01E S14	NWSW	T28N R01E S14	SWSW
T28N R01E S14	SESW	T28N R01E S15	SESE

Conditions of Approval:

1. 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
2. 124 Place of use is within the service area of the City of White Bird municipal water supply system as provided for under Idaho Law.
3. 103 When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

Page _____ of _____

Licensed Date: 12/5/2011

Page _____ of _____

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

Current Water Right No.: 79-7208

Current Owner: CITY OF WHITE BIRD
Priority Date: 9/16/1991
Origin: Water Right
Status: Active
Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
MUNICIPAL	1/01 to 12/31	0.14 CFS	
	<u>Total Diversion</u>	0.14 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 11,	Twp 28N,	Rge 01E B.M.
IDAHO County				
GROUND WATER	SW1/4SE1/4	Sec. 11,	Twp 28N,	Rge 01E B.M.
IDAHO County				

Place of Use

MUNICIPAL Within IDAHO County

T28N R01E S14	NWNE	T28N R01E S14	SWNE
T28N R01E S14	NENW	T28N R01E S14	SWNW
T28N R01E S14	SENE	T28N R01E S14	NESW
T28N R01E S14	NWSW	T28N R01E S14	SWSW
T28N R01E S14	SESW	T28N R01E S15	SESE

Conditions of Approval:

1. 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.
2. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
3. 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
4. F06 The following rights are diverted through point(s) of diversion described above: 79-14053 and 79-7208.
5. 124 Place of use is within the service area of the City of White Bird municipal water supply system as provided for under Idaho Law.

Licensed Date: 4/24/1996

SUPPLEMENTAL WATER RIGHTS TRANSFER APPLICATION INFORMATION

DESCRIPTION AND BACKGROUND INFORMATION:

The City of White Bird (City) currently supplies its public drinking water system under two ground water rights (Nos. 79-7208 and 79-14053) using two wells (City Wells 1 and 2). The water rights cover the points of diversion of both wells. The production of the existing wells has declined substantially from when they were first drilled, limiting the City's ability to supply enough water to meet customer demand. A new well, City Well 3, will be drilled to be used as the primary water source for the City. The City has entered into a lease option agreement (Parcel No. 28N01E140780; copy of agreement attached) to construct the new well and has been granted an easement for access and transmission line routing. The existing wells will stay in service to serve as redundant sources of supply for the water system.

This Water Right Transfer Application includes the following request:

1. Add one new point of diversion for the proposed City Well 3 to the existing water rights 79-7208 and 79-14053.

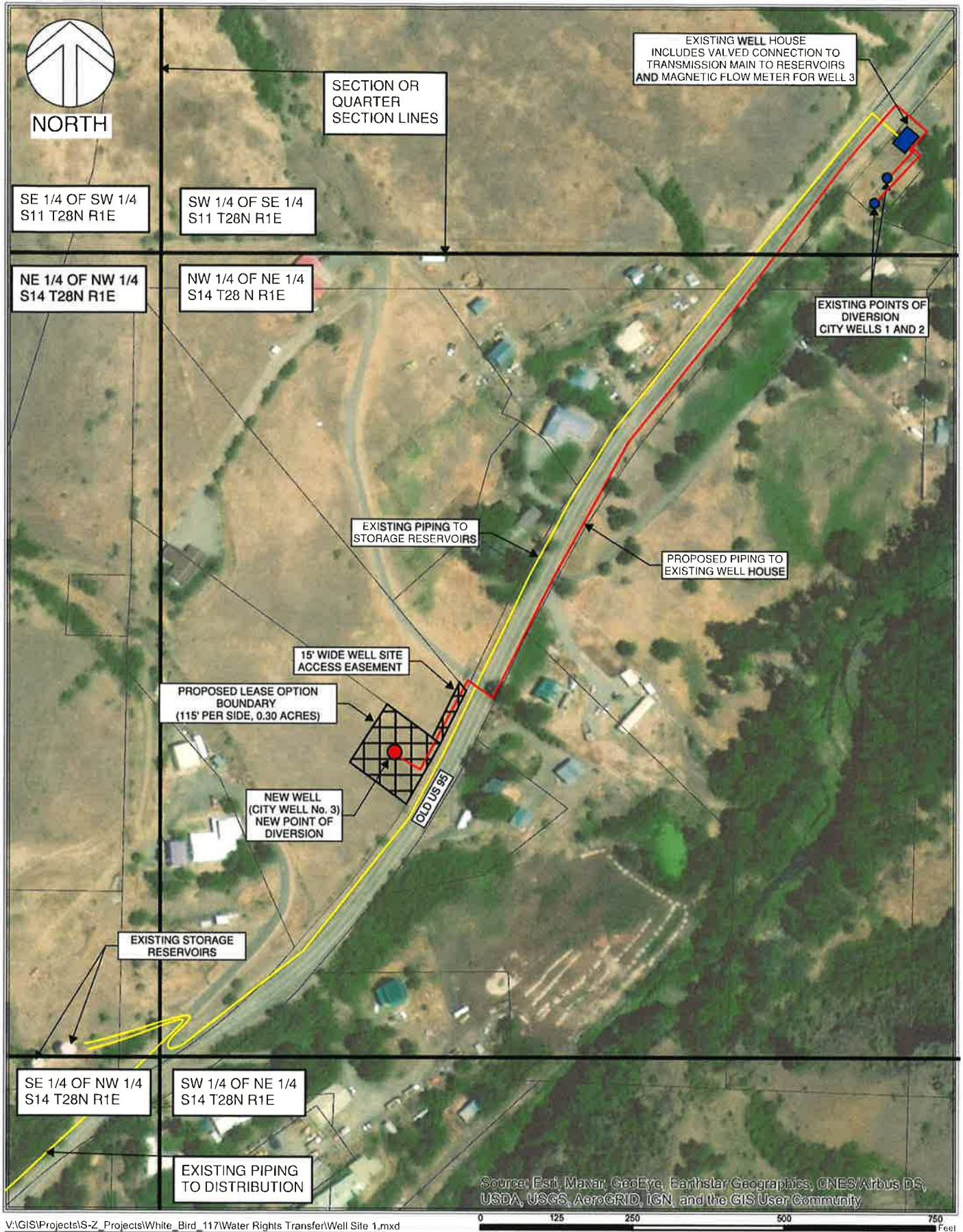
Upon approval, this will allow water to be pumped from any of the City's wells under either of the City's existing water rights. No changes to the place of use, type of use, or diversion rate are proposed for Water Rights 79-7208 or 79-14053. Construction of the new well will begin once all permits and approvals are obtained.

Item 6a:

Response: City Well 3 will be connected to the existing well house that serves City Wells 1 and 2. There will be approximately 1,500 feet of new pipe installed between City Well 3 and the existing well house. In the well house all appurtenances required under IDAPA 58.01.08.511 are available. The structure is locked to prevent unauthorized entry. An existing flow meter measures the flow from City Wells 1 and 2. An additional flow meter will be installed to separately measure Well 3 production. The existing pump discharge header in the well house will be extended to incorporate the pipe from City Well 3. The water will then be pumped to the existing storage reservoirs for distribution to the system.

Item 6b:

Response: The proposed well lot is in the southern third of parcel No. 28N01E140780, owned by Roberta Hallquist. The landowner has granted the City a long-term lease agreement that gives the City exclusive access to the land and the right to use the parcel to construct a well. In the event the landowner or their successors sell the property, the agreement gives the City the first option to purchase the site for a nominal amount. A 15-foot-wide easement has been granted on the adjacent parcel (parcel No. 28N01E140862) owned by Lydia Chrane to provide access to the well site from the turnout at the existing residential driveway.



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ATTACHMENT A.1
POINTS OF DIVERSION
WATER TRANSFER OF WATER RIGHT

City of White Bird, Idaho
LEASE OPTION AGREEMENT
FOR MUNICIPAL WATER WELL SITE
(Hallquist - Well Site Lease Agreement)

This Lease Agreement is made and entered into this 14th day of December 2020, by and between Roberta Hallquist, 320 Chrane Hill Lane, White Bird, Idaho 83554 (the "Property Owner"); and the City of White Bird, Idaho, a political subdivision of the State of Idaho, of P.O. Box 94, White Bird, Idaho 83554 (the "City"). Property Owner and City are sometimes referred to herein as the "Parties".

For and in consideration of the payments, covenants, promises and conditions contained herein, the Parties hereby agree as follows:

1. Leased Premises. Property Owner hereby lease to The City a portion of the following described parcel of land, located within the City of White Bird, Idaho County, Idaho, more particularly described as follows:

Parcel No. 28N01E140780, Property Address, 320 Chrane Hill Lane, to the City of White Bird, according to the recorded plat thereof, Idaho County, Idaho. (the "Real Property")

The portion of the above-described parcel of land to be designated as the Real Property leased to the City by Property Owner is more particularly described in Exhibit A to this Lease Agreement.

2. Use. The Real Property is being leased to the City for its sole and exclusive use the construction and operation of a municipal public drinking water well site, including, without limitation, all access roadways, wells, water mains, water lines, pumps, and pump-houses, drainage pipes, power and communications facilities, fencing, landscaping, and any and all other improvements related thereto. The City is authorized to lease the Real Property and operate the well and well system pursuant to its authority granted under Idaho Code Sections 50-301 and 50-323. During the term of this Lease Agreement, described in Section 4 below, Property Owner shall not use the Real Property, for any purpose.

3. Contingencies. This Lease Agreement is contingent upon the following:

a. The City being able to drill and equip a minimum 30 gpm capacity well on the Real Property, within two years (720) days of the date of this Lease Agreement, including the procurement of all necessary easements, permits, licenses and approvals from any state or federal state agencies with jurisdiction therein. The City shall drill the well utilizing a qualified licensed drilling contractor and procure the required permits, licenses or approvals at its sole cost and expense. Property Owner shall provide the City with access to the Real Property during this time period for the purpose of drilling the water well or

wells, including engineering and regulatory visits, mobilization to the site, well drilling, test pumping, water, and quality sampling.

b. If the City is able to drill, equip and permit a well and receive approval from IDEQ, with a minimum production capacity of 30 gpm on the Real Property within the allotted time (two-year) period provided for in this Section 3, then this Lease Agreement is further contingent upon approval of the well site as a Special Use, compatible with the existing Land Use Zone, as identified in Title 8 of the White Bird Code (the "Code"). Upon successful completion of the well, the City shall make application to the City for a Special Use Permit, pursuant to Title 8, Chapter 16, of the Code, which shall be acted upon by the City Council following due notice as prescribed therein. The processing of all required special use and planning and zoning permitting shall be at the sole expense of the City.

c. In the event that the City is unable to drill, equip and permit a water well on the Real Property within the time period provided, is unable to procure the necessary easements, permits, licenses or approvals from any federal or state agencies with jurisdiction therein, or is unable to obtain a Special Use Permit from the City or Idaho County, then this Lease Agreement shall terminate, and be of no further force or effect, (1) the City shall abandon the well according to State and IDWR standards abandon the well according to state (IDWR) and local standards, and take reasonable steps to return the Real Property to its condition existing just prior to execution of this Lease Agreement; (2) the City shall comply with all federal and state laws and regulations with respect to reclamation of the well site following its abandonment; and (3) the City shall pre-pay Property Owner a down payment of the Lease in the sum of Five Thousand and 00/100 Dollars (\$5000.00) for its use the Real Property during the time period provided for drilling such well or wells.

4. Term. In the event that the City is able to drill a productive water well on the Real Property, and obtain the necessary permits, licenses, approvals, and Special Use Permit referenced in Section 3 herein, then the term of this Lease Agreement shall commence upon the first day of the month in which the well is drilled and approved and shall commence for a term of (50) years, or for the usable life of the well, whichever is shorter (the "Term"). The lease shall be renewable in terms of 50 years and shall remain perpetual in nature and use. The cost of lease renewal shall be one and 00/100 Dollars (\$1.00). The Term of this Lease may be shortened if the Real Property is conveyed by Property Owner to the City, as provided further in Section 9 of this Lease Agreement. Upon expiration of the Term, the City shall abandon and seal the well, and shall comply with all federal and state laws and regulations with respect to reclamation of the well site following its abandonment.

5. Rent. The City shall pay a total Lease payment to Property Owner for its use of the Real Property; in the total amount of Twenty Thousand and 00/100 Dollars (\$20,000.00). A non-refundable down payment of Five Thousand and 00/100 (\$5,000.00) shall be paid to property owner within 45 days of executing the lease agreement. The remainder of the Lease in the amount of Fifteen Thousand and 00/100 (\$15,000.00) shall be payable within ninety (90) day after commencement of the Term of this Lease Agreement. Nothing contained herein shall exclude Property Owner from their obligation

to pay all real property taxes, assessments or fees associated with the Real Property during the Term of this Lease Agreement, when such taxes, assessments or fees become due and owing, and before they become delinquent.

6. Off-Property Access and Utility Easements. Ingress to and egress from the Real Property shall be as described in that certain Declaration of Utility Easement and License Agreement, dated ____, and recorded in the real property records of Idaho County, Idaho as Instrument No. _____ (the "Declaration").

7. Hazardous Materials. The City shall not cause, allow, or permit any hazardous or toxic materials to be placed on the Real Property, except such materials as are ordinarily and necessarily used in the operation of water wells or water production and distribution facilities. All such hazardous or toxic materials shall be used, stored, removed and/or disposed of in accordance with all applicable federal and state laws and regulations, at the City's sole cost and expense.

8. Improvements. The City shall be responsible for acquiring and maintaining all improvements made to the Real Property associated with its use thereof, and in accordance with all applicable laws, ordinances, and regulations, said improvements to be and remain the property of the City. The City shall also keep and maintain any, and all such improvements made in a neat and sanitary condition, at its sole cost and expense.

9. Conveyance of Real Property to the City. In the event that Property Owner, or their heirs, successors or assigns, decide to sell, or dispose of the Real Property, then the City shall be given the opportunity, but not the obligation, to purchase the Real Property at a price of one and 00/100 Dollars (\$1.00). Prior to said sale, Property Owner shall provide the City with a policy of title insurance, indicating that the Real Property is free and clear of any judgments, liens, and encumbrances, except for current taxes and easements and restrictions of record, that do not materially affect the City's use of the Real Property as provided for herein.

In the event that Landlord, or its successor, subdivides all or a portion of the Property, then it is understood and agreed that the Property shall be included within such subdivision plat as a separate subdivided lot, the Property shall be designated on such subdivision plat as a "Well Lot," and the Property shall be conveyed to Tenant by deed, sufficient in Tenant's sole discretion, free and clear of encumbrances except for current taxes and easements and restrictions of record that do not materially interfere with Tenant's use of the Property as provided herein. Tenant, if Tenant desires, shall obtain title insurance at Tenant's expense to insure title to the Property.

10. Liens. The City shall not permit any lien, judgment, or encumbrance to be filed against the Real Property in connection with its use thereof, and in the event that any such lien, judgment or encumbrance is filed against the Real Property, the City shall promptly obtain its discharge, at the City's sole cost and expense. Property Owner shall not cause or permit any lien, judgement, or encumbrance to be filed against the Real Property,

and in the event that any such lien, judgment or encumbrance is filed against the Real Property, Property Owner shall promptly obtain its discharge, at their sole cost and expense.

11. Removal of Improvements. At the expiration of the Term of this Lease, and except in connection with conveyance of the Real Property to the City as contemplated in paragraph 8 herein, all improvements made to the Real Property by the City in connection with this Lease Agreement shall remain the property of the City, and the City shall have the right to remove those improvements from the Real Property at its sole cost and expense.

12. Insurance. During the Term of this Lease, the City shall keep and maintain a policy or policies of insurance to cover loss or destruction to the well and improvements in the event of fire or other hazards, and to cover liabilities arising out of the City's use of the Real Property, naming Property Owner as additional insureds therein. The City shall not be responsible for any liabilities or losses, of any nature, arising out of Property Owner's use of the Real Property, or any adjacent property or properties, and Property Owner agree to defend, indemnify and hold the City harmless from any and all such liabilities or losses.

13. Condemnation. In the event that all or a substantial portion of the Real Property is taken by eminent domain, this Lease may be terminated by the City, by providing Property Owner written notice within thirty (30) days of the entry of a final decree effecting such taking. The proceeds resulting from the taking shall be fairly apportioned between the Parties according to their respective interests. "Substantial portion" shall be deemed to be any portion of the Real Property, the taking of which makes the City's intended use of the Real Property impossible or unreasonable.

14. Default. A breach of any material covenant or condition contained herein shall constitute a default of this Lease Agreement. Provided, that the offending Party shall have thirty (30) days after receiving written notice thereof to cure said breach, or to demonstrate, to the satisfaction of the non-offending Party, that it is diligently pursuing such cure. After the expiration of the thirty (30) day period provided for herein, the non-offending Party may seek any and all remedies, available in law or in equity, to enforce its rights under this Lease Agreement, including injunctive relief and specific performance.

15. Notice. Any notice or demand from either Party shall be personally delivered, or mailed by first class United States mail, postage prepaid, addressed to the address set forth below or to such other address as the Parties hereto shall have last designated in writing to the other Party as provided for herein. Notice shall be deemed delivered on the date received or three (3) days after mailing, whichever is first.

If to Property Owner:

Roberta Hallquist
P.O Box 20
White Bird, Idaho 83554

If to the City:

The City of White Bird
P.O. Box 94
White Bird, Idaho 83554

16. Attorneys' Fees. In the event either Party hereto shall bring any action to enforce a breach of this Lease Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees from the non-prevailing Party.

17. Binding Effect. The Parties acknowledge and agree that this Lease Agreement is intended to provide the City with a municipal well site as part of its municipal public drinking water system for the City of White Bird. The Parties further acknowledge and agree that they have negotiated the terms and conditions of this Lease Agreement, including payment of Rent and Use of the Real Property, in good faith, and to ensure that the City can meet or exceed its needs to supply water to the residents and users of its water system. As a result, thereof, Property Owner represent and warrant that they shall take no actions during the Term of this Lease Agreement to impair, impede or in any manner interfere with the City's use and operation of its well site and attendant improvements, nor shall they take any actions to deprive the City of its interest in the Real Property. These representations and warranties, along with the remaining terms and conditions of this Lease Agreement, shall be binding upon, and shall inure to the benefit of, the Parties hereto, as well as to their respective heirs, successors, and assigns.

18. Authority/Governing Law. Each party represents and warrants that they have full power and authority to execute and deliver this Lease Agreement, and it is fully binding upon, and enforceable against them, in accordance with its terms. This Lease Agreement, and all of its terms and conditions, shall be enforced and interpreted according to the laws of the State of Idaho.

19. Prior Agreements; Amendments. This Lease Agreement contains the entire agreement between the Parties in connection with the Real Property. No promise, inducement, representation, warranty, or covenant not contained herein has been made nor is relied upon by either Party in executing this agreement. This Lease Agreement may not be modified or amended except in writing, and upon terms mutually agreed to by the Parties.

20. Memorandum of Lease. A Memorandum of this Lease Agreement, substantially similar to the Exhibit B, attached hereto and made a part hereof, shall be recorded by the Parties upon execution hereof.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed by each of the respective parties hereto the day and year herein first above written.

By: Roberta L. Hallquist
Ms. Roberta Hallquist

THE CITY OF WHITE BIRD

A political subdivision of the State of Idaho

By: [Signature]
Homer Brown, Mayor

Attest: [Signature]
Sandy Murphy, City Clerk



ENGINEERING AND ENVIRONMENTAL SOLUTIONS 616 N. THIRD ST. SUITE 114 McCALL, IDAHO 83638 208.780.3990 IDAHO OFFICES BOISE - LEWISTON - MCCALL		WHITE BIRD		PROJECT NO.: 117.0070
		WELL SITE AND ACCESS EASEMENT		SHEET NO. EXHIBIT A

Ed Stowe

From: Tim Farrell
Sent: Monday, January 11, 2021 5:27 PM
To: Ed Stowe
Subject: FW: Water Right Application - Authorization

Here it is,

Tim Farrell, P.E. | Mountain Waterworks, Inc.
Vice President – PRINCIPAL ENGINEER
Boise - Lewiston - McCall
P: 208.850.9978
C: 208.850.9978
E: tfarrell@mountainwtr.com

From: City Clerk/Treasurer <whitebirdcity@outlook.com>
Sent: Tuesday, January 5, 2021 11:44 AM
To: Tim Farrell <TFarrell@mountainwtr.com>
Subject: RE: Water Right Application - Authorization

To Whom it May Concern,
The City of White Bird authorizes Mountain Waterworks, Inc. to work on our behalf to with IDWR to submit the Water Right Transfer Application.

Cheers!

Sandy Murphy

City Clerk/Treasurer
City of White Bird
PO Box 74 | 212 River Street | White Bird, Idaho 83554
208.507.3394
WhiteBirdCity@outlook.com
Office Hours: Tuesday – Thursday 9:00 AM – 3:00 PM

NOTICE: This email, and any files transmitted with it, is the property of the City of White Bird and may contain information considered privileged or confidential and legally exempt from disclosure. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. If you have received this email in error, please notify the sender immediately by calling 208-507-3394.

From: Tim Farrell <TFarrell@mountainwtr.com>
Sent: Monday, January 4, 2021 2:41 PM
To: City Clerk <whitebirdcity@outlook.com>
Cc: Ed Stowe <Estowe@mountainwtr.com>
Subject: Water Right Application - Authorization

Hi Sandy, now that we have the well site agreement we need to submit a Water Right Transfer Application with IDWR. Can you or Homer Authorize Mountain Waterworks to submit this application on your behalf. This will expedite the process and allow this to be submitted to them directly. The transfer application simply adds the new well site to your existing water right and allows us to get a drilling permit.

A simple email to me authorizing Mountain Waterworks to submit the transfer application to IDWR will do, Thanks Tim

Tim Farrell, P.E. | Mountain Waterworks, Inc.

Vice President – PRINCIPAL ENGINEER

Bolse - Lewiston - McCall

P: 208.850.9978

C: 208.850.9978

E: tfarrell@mountainwtr.com

January 12, 2021

Mr. Nick Miller, Manager
Idaho Department of Water Resources
Western Regional Offices
2735 Airport Way
Boise, ID 83705

Transfer Application – Rights No. 79-7208 and 79-14053

Dear Mr. Miller:

Enclosed please find a completed transfer application involving the above-referenced water rights that Mountain Waterworks hereby submits on behalf of the City of White Bird. A check in the amount of \$500.00 is also enclosed to cover the required processing fee.

Following an extended water system supply outage exacerbated by declining productivity from the City's two wells, the City declared a State of Emergency and the Idaho County approved a disaster declaration in December 2017. On December 11, 2017, the Governor signed a disaster declaration for White Bird. The City subsequently received an Emergency Community Water Assistance Grant from USDA Rural Development to address the lack of redundancy and supply capacity in the water system.

Mountain Waterworks is currently designing a new municipal well that is planned for construction in the spring of 2021. The enclosed application proposes adding one new point of diversion for the new well to Water Rights 79-7208 and 79-1405. This would allow water from any of the City's three wells (two existing and one proposed) to be pumped under both of its water rights. No changes to the existing place of use are proposed. The City has obtained a long-term perpetual lease option agreement for the new well and an easement to access the well. Copies of the agreement and easement for IDWR review are included in this application package. Due to the emergency nature of this project and the pressing need for an additional source of supply, Mountain Waterworks requests expedited IDWR review of the City's transfer application.

Please let us know if you would like to discuss any issue related to this transfer application. Additionally, please provide a copy of any correspondence related to this application to this office. Thank you.

Sincerely,

Mountain Waterworks



Ed Stowe, P.E.
Project Manager



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 29, 2021

CITY OF WHITE BIRD
PO BOX 74
WHITE BIRD ID 83554

RE: Transfer No: 84627
Water Right No(s): 79-7208, 79-14053

Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190.

Sincerely,



DENISE LAUERMAN

for Nick Miller
Western Regional Manager

Enclosure

CC:

MOUNTAIN WATERWORKS
C/O TIM FARRELL
PO BOX 9906
BOISE ID 83707-5906

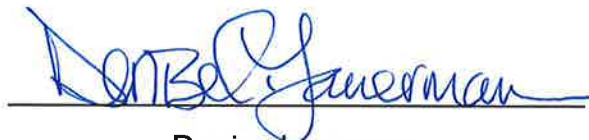
CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2021 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 84627
Water Right No(s): 79-7208, 79-14053

CITY OF WHITE BIRD
PO BOX 74
WHITE BIRD ID 83554

MOUNTAIN WATERWORKS
C/O TIM FARRELL
PO BOX 9906
BOISE ID 83707-5906



Denise Lauerman
Administrative Assistant

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

TO: Transfer No. 84627
FROM: Shilynn Novak
DATE: March 18, 2021
RE: Evaluation of Application

The transfer proposes to add a third point of diversion (POD) for water rights 79-7208 and 79-14053. This additional POD will be used along with the two existing wells to supply drinking water for the City of White Bird (the City). There is no change to the place of use (POU).

The site is located approximately 0.2 miles NE of the city limits along Old Highway 95 and is also 0.2 miles SW of the current PODs for the water rights.

The City of White Bird is represented by Mountain Water Works can be contacted 208-780-3990 or office@mountainwtr.com.

Summary of Information Submitted

Authority to File: Tim Farrell signed on behalf of the the City. Sandy Murphy, city clerk/treasurer of the City, authorized Mountain Waterworks to "work on our behalf with IDWR to submit Water Right Transer Application." (See email submitted with application for details.)

Water Right Validity: Water right nos. 79-7208 and 79-14053 are presumed to be valid because the rights are for municipal use and supply drinking water for the City. There are no other rights that supply drinking water for the City so beneficial use for these rights has occurred in the last 5 years.

Water Right Overlap: No other water rights should be taked into consideration for this transfer.

Water Supply Bank: Rights are not in water supply bank.

Injury to Other Water Rights: Injury to other water rights are not anticipated. No complaints have been filed from that area that suggests injury.

Enlargement of Use: Enlargement is not a concern. The new well will be the primary source of water for the City with the other two wells serving as backup in case of failure. The new well will be piped to the well house that also serves the other two wells before going into a storage tank. A new flow meter will be installed on the new well. An existing meter is in place for the two existing wells. There are no changes to the water rights aside from adding an additional well/POD.

Local Public Interest: The new well will be located on private land with a lease and easements in place. A comment letter was sent to the IDWR Well Construction Prgram with a 30 day deadline to respond and there was no comment in that time. For these reasons this application proposes a change consistent with the local public interest.

Beneficial Use/Conservation of Water Resources: The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Summary

Assuming other information not yet discovered does not contradict the above analysis, the application can be approved as reflected by the draft approval.

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 20, 2021

AARON SKINNER
WATER RESOURCE AGENT
WESTERN REGION
aaron.skinner@idwr.idaho.gov
2735 W AIRPORT WAY
BOISE ID 83705

Re: Transfer Application No. 84627

Dear Interested Party:

The above referenced application may be of interest to you. I have enclosed a copy of the transfer application for your convenience. This information is also available on our website www.idwr.idaho.gov. Please respond within 30 days if you have any comments regarding this application.

If you have any questions, please contact this office at 208-334-2190.

Sincerely,

Denise Lauerman
Administrative Assistant
Western Regional Office

Enclosures