

RECEIVED

MAY 20 2020

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

84122

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Moore Water & Sewer Association

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 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: Deeds showing water right ownership

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 20 2020

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Moore Water & Sewer AssociationPhone 208-554-3412Mailing address PO Box 638, Moore, ID 83255Email pearsonlhas@gmail.com

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

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

☐ No Representative

Name of Representative Rocky Mountain Environmental Associates, IncPhone 208-524-2353Mailing address 482 Constitution Way, Ste 303, Idaho Falls, ID 83402Email kristin.rmea@gmail.com

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☒ Send original correspondence to the applicant and copies to the representative.

☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Arlene Pearson / Secretary
Signature of Applicant or Authorized Representative

Arlene Pearson / sec.
Print Name and Title if applicable

5-20-2020
Date

Lisa H. Pearson
Signature of Applicant or Authorized Representative

Lisa H. Pearson VP
Print Name and Title if applicable

5-20-2020
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.O.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 is contracted to purchase a portion of water right 34-2323C for use within the City of Moore municipal water system for the irrigation of lawns and open spaces during the irrigation season. This application proposes to transfer the irrigation water right to the municipal water system.

Narrative of Application for Transfer

Moore Water & Sewer Association

It is proposed to transfer 31.2 acres of water right 34-2323C to the Moore Water & Sewer Association to satisfy immediate irrigation demands within the City of Moore. Applicant is contracted to purchase a portion of the water right from the Bank of Idaho, c/o Trustee Leslie A Ball IRA.

Water Right 34-2323C authorizes diversion of water from a well for irrigation of 51.2 acres. The place of use is divided by the Burnett Ditch, nearly half of the place of use on the north or south side of the ditch. In order to irrigate the portion south of the ditch, water from the well must be injected into the Swauger Ditch (which runs east-west near the well) and rediverted from the Big Lost River simultaneously.

Water Right 34-2323C was decreed for "Irrigation" purposes. This transfer proposes to change the nature of use of the transferred portions to "Municipal," since they will be distributed within a municipal water delivery system. However, the ultimate use of this water right is still for irrigation, therefore, there is no fundamental change in the nature of use. Diversion will occur only within the irrigation season of use, as the rights were decreed. A condition could be placed on the water right designating these irrigation limitations.

Historical Use and Defense to Forfeiture

The point of diversion is located on a neighboring property and is not owned by the water right holder, nor does the water right holder have any written permissions or easements to use the well. Nevertheless, it is the position of the Applicant that there is at least a prescriptive right of way (if not an implied easement) from the point of diversion to the water rights' places of use. Through 2017, the water right holder did not challenge the well owner to irrigate the lands north of the Burnett Ditch, which was a mutually beneficial arrangement. However, notwithstanding the rights held by the water right owner, it was not granted access to the well for injection and rediversion to irrigate the southern portion of the place of use. Therefore, the lands south of the Burnett Ditch have not been irrigated within the last 5 years only because of this prohibition of access. A new owner has since purchased the property with the well in 2018 and has denied all access to the well.

The water right is held by the Trust Department of the Bank of Idaho for the Leslie A Ball IRA. In order to install a new well or delivery system on the IRA-owned property requires that only funds from the Leslie A Ball IRA be used to pay the expenses. Sufficient cash reserves were not made available in the IRA with which to put in a new system as it was anticipated that existing irrigation assets would have continued to be available. All assets were real estate. The IRA prohibits the use of any external funds (non-IRA) for improving the property. Therefore, a new

system could not be established to continue irrigation. Likewise, the lack of funds in the IRA also prohibited pursuing other options such as a water rights transfer or Water Banking.

Ownership of Water Right

The place of use has been subdivided into two subdivisions: The Hintze/Ball Subdivision north of the Burnette Ditch and the Cedar Creek Subdivision south of the Burnette Ditch. The water right holder (IRA) still maintains ownership of the majority of the lots. Three lots total have been sold to new owners within the transferred POU. The water rights were reserved from the sold lots in the deeds.

Lot 3 in Cedar Creek Sites is now owned by Dustin D Rosenkrance. However, the water rights had already been reserved prior to his purchasing the property. In addition, the water right overlaps onto neighboring lands to the west and south that were once part of the same farm. The portions of water rights appurtenant to these lands have been deeded to Bank of Idaho, c/o Trustee Leslie A Ball IRA by Robert Danko and Susan Schluter and Stephanie H Green, trustee of LD Irrevocable Trust

Copies of the deeds for the three sold lots and the neighboring properties are included as Attachment #10.

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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	34-2323C	0.49 cfs	Municipal	4/01 to 10/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.49 cfs cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.49 cubic feet per second and/or _____ 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 #
N			SE	NW	28	5N	26E	Butte	Ground water	
N			SE	NW	28	5N	26E	Butte	Ground water	
N			SE	NW	28	5N	26E	Butte	Ground water	

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	

Service Area of City of Moore

Total Acres (for irrigation use)

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:

Three existing wells deliver water to the City of Moore municipal system.

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

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

Moore Water & Sewer delivers water to the City of Moore municipality

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

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

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

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

If yes, ☐ complete Attachment WSB.

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

The existing place of use will no longer be irrigated.

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

No other water rights at the existing POU. Existing POD is shared by 34-2323B, 34-2323E, 34-2323F, and 34-14433. New PODs deliver municipal right 34-7543.

- 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:

See explanation in Part 1A.3.



WATER RIGHT REPORT

3/19/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2323C

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BANK OF IDAHO C/O TRUSTEE LESLIE A BALL IRA 781 S RIVER RD SAINT ANTHONY, ID 83445-5510 2083134386
Original Owner	HINTZE FARMS PO BOX 125 MACKAY, ID 83251-0125 2085882849

Priority Date: 02/11/1955

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.81 CFS	179 AFA
Total Diversion			0.81 CFS	179 AFA

Location of Point(s) of Diversion:

GROUND WATER	SENWSE	Sec. 27	Township 07N	Range 24E	CUSTER County
GROUND WATER Rediversion	SENWNW	Sec. 34	Township 07N	Range 24E	CUSTER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	24E	34		NENE	35.5		NWNE	1.5		SWNE	0.2		SENE	14

Total Acres: 51.2

Part 2A

Conditions of Approval:

1. G04 Water diverted under a portion of this right is exchanged by injecting water diverted under this right into the Swauger Ditch and diverting an equal amount from the Big Lost River at the points of rediversion described above.
2. G11 Water may be rediverted from the Big Lost River only when there is current demand for the water injected into the Swauger Ditch by users of water from Swauger Ditch with currently deliverable priorities below the point of injection.
3. G05 Water diverted from the Big Lost River is delivered through the Swauger and Burnett Ditches.
4. F06 The following rights are diverted through point(s) of diversion described above: 34-2323B, 34-2323C, 34-2323E, 34-2323F, and 34-14433.
5. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/13/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 180.2

Combined Volume Limit:

Combined Rate Limit: 5.26

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

84122

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the ____ day of March 2020 (the "Effective Date"), by and between **Bank of Idaho, C/o Trustee Leslie A Ball IRA**, whose address is 781 S River Road, St. Anthony, ID 83445 (hereinafter "Seller"), and **Moore Water & Sewer Association** whose address is PO Box 638 Moore, Idaho 83255 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 34-2323C (the "Water Right"), which was decreed on February 13 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of February 11, 1955. The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy, a 49-acre portion of the Water Right. Buyer has agreed to purchase the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portion of the Water Right.

Source:	Ground water
Purpose:	Irrigation
Priority:	February 11, 1955
Quantity (Diversion Rate):	0.78 cfs of the total authorized 0.81 cfs
Quantity (Volume):	171.3 acre-feet per annum
Place of Use (Acreage):	49 acres of the 51.2 authorized acres identified on Exhibit 2 .

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

2. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller all portions of any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.
3. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] the "Purchase Price".
4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 10% of the Purchase Price, which is [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.
5. Transfer Application. Within 14 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location. The Parties will cooperate in obtaining IDWR approval of the Transfer, and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.
6. Transfer Contingencies.
 - (a) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 10 acres, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.
 - (b) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.

7. Closing.

- (a) Water Bank Release. If necessary and prior to Closing, Seller shall undertake all necessary actions and file all necessary documents with the Department and the Idaho Water Resource Board to release the Purchased Water Right from the Idaho Water Supply Bank on or before June 1, 2020. If the Purchased Water Right is not released from the Idaho Water Supply Bank on or before June 1, 2020, Buyer may, in Buyer's sole and absolute discretion, terminate this Agreement, and in such instance, the Earnest Money shall be returned to Buyer within 14 days of receipt of notice of termination.
- (b) Closing Date. If (1) no protest to the Transfer is filed with IDWR; (2) Buyer does not exercise the contingency set forth in paragraph 6(a) of this Agreement; and (3) the Idaho Water Supply Bank release is obtained prior to June 1, 2020, then the Closing on the Purchased Water Right shall occur within 30 days after the date all of the above three items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur with 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (c) Closing Location. The Closing shall occur at the offices of Rocky Mountain Environmental Associates or at another location mutually agreed by the Parties.
- (d) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
- (e) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

- 8. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its

property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.

9. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:

- (a) **Authority.** Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
- (b) **Conveyance.** Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
- (c) **Appurtenance.** The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
- (d) **Not Forfeited.** No portion of the Purchased Water Right has not been forfeited or abandoned in whole or in part.
- (e) **No Representation or Warranty Concerning Suitability for Buyer's Intended Use.** Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

10. **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:

- (a) **Authority.** Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
- (b) **Buyer's Due Diligence.** Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.

11. **Warranties to Survive Closing.** All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as

of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.

12. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Bank of Idaho c/o Trustee Leslie A Ball IRA 781 S River Rd St. Anthony, ID 83445-5510	Moore Water & Sewer Association PO Box 638 Moore, ID 83255
<u>Seller's Representative</u>	<u>Buyer's Representative</u>
	Travis Andersen Andersen_trex@yahoo.com

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Broker.
- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees)

incurred by Seller on account of or arising from any such claim, demand or suit.

- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.
- (e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (f) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (g) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (h) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (k) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Jaanna Nance,
By: Bank of Idaho Trustee Leslie Bull IRA
Its: Vice Pres & Trust Officer

By: _____
Its: _____

"BUYER"

Lin Pearson
By: Lin Pearson
Its: Board Vice President

Arlene Pearson
By: Arlene Pearson
Its: Secretary

Exhibit 1
The "Water Right"



[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

3/4/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 34-2323C

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BANK OF IDAHO C/O TRUSTEE LESLIE A BALL IRA 781 S RIVER RD SAINT ANTHONY, ID 83445-5510 2083134386
Original Owner	HINTZE FARMS PO BOX 125 MACKAY, ID 83251-0125 2085882849

Priority Date: 02/11/1955

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.81 CFS	179 AFA
Total Diversion			0.81 CFS	179 AFA

Location of Point(s) of Diversion:

GROUND WATER	SENWSE	Sec. 27	Township 07N	Range 24E	CUSTER County
GROUND WATER Rediversion	SENWNW	Sec. 34	Township 07N	Range 24E	CUSTER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION CUSTER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	24E	34		NENE	35.5		NWNE	1.5		SWNE	0.2		SENE	14

Total Acres: 51.2

Conditions of Approval:

1. G04 Water diverted under a portion of this right is exchanged by injecting water diverted under this right into the Swauger Ditch and diverting an equal amount from the Big Lost River at the points of rediversion described above.
2. G11 Water may be rediverted from the Big Lost River only when there is current demand for the water injected into the Swauger Ditch by users of water from Swauger Ditch with currently deliverable priorities below the point of injection.
3. G05 Water diverted from the Big Lost River is delivered through the Swauger and Burnett Ditches.
4. F06 The following rights are diverted through point(s) of diversion described above: 34-2323B, 34-2323C, 34-2323E, 34-2323F, and 34-14433.
5. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/13/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 34

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Combined Acres Limit: 180.2

Combined Volume Limit:

Combined Rate Limit: 5.26

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Exhibit 2
Map of 49.0 Acres—the “Purchased Water Right”

**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates,
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Bank of Idaho c/o Trustee Leslie A Ball IRA, whose address is _781 S River Rd, St. Anthony, ID 83445-5510 (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Moore Water & Sewer Association** whose address is PO Box 638 Moore, Idaho 83255 (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 2020.

“GRANTOR”

STATE OF IDAHO)
)ss.
County of _____)

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for said State, personally appeared Gary Summers and Shannon Summers, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for _____
Residing at: _____
Commission Expires: _____

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

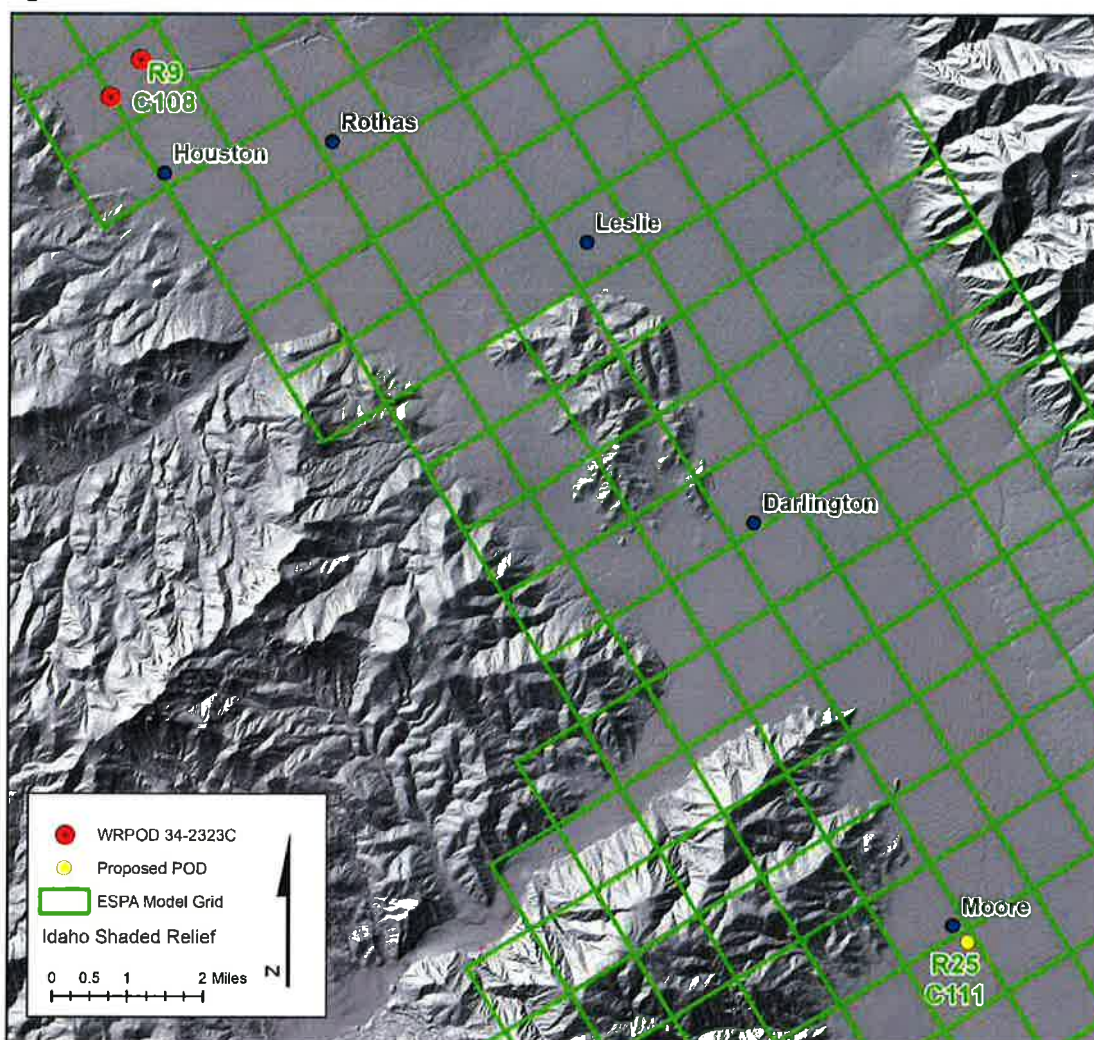
Eastern Snake Plain Aquifer Modeling Analysis

Moore Water & Sewer Association

The Applicant proposes to transfer 31.2 acres of water right from water right 34-2323C to be used in the Moore Water and Sewer Association municipal system. The points of diversion included in this modeling analysis are identified to be located in the following grid cells and shown in Figure 1:

TO Well	Moore Water & Sewer	R25 C111
FROM Well 1	Ball IRA	R9 C108

Figure 1. Well locations on ESPA Grid



ESPAM 2.1 is used to simulate the depletions of transferring 31.2 acres at 2.5 acre-feet per acre. Water right 35-2604 was not used at all during years 2018-2019 with absolutely no access to the well. Those years show no diversion under FROM Well 1.

The net affects show the highest depletions in the Near Blackfoot to Neeley reach, which do not exceed 2.0 acre-feet per trimester. **No mitigation is required.**

Figures 2-4 include excerpts from the ESPAM 2.1 simulation.

Figure 2. Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

TRANSFER NO: 34-2323C

YEAR: 1955

SEASON: SPRING

TRANSFER NAME: Ball to Moore

UPDATE DATES RUN MODEL GET OUTPUT

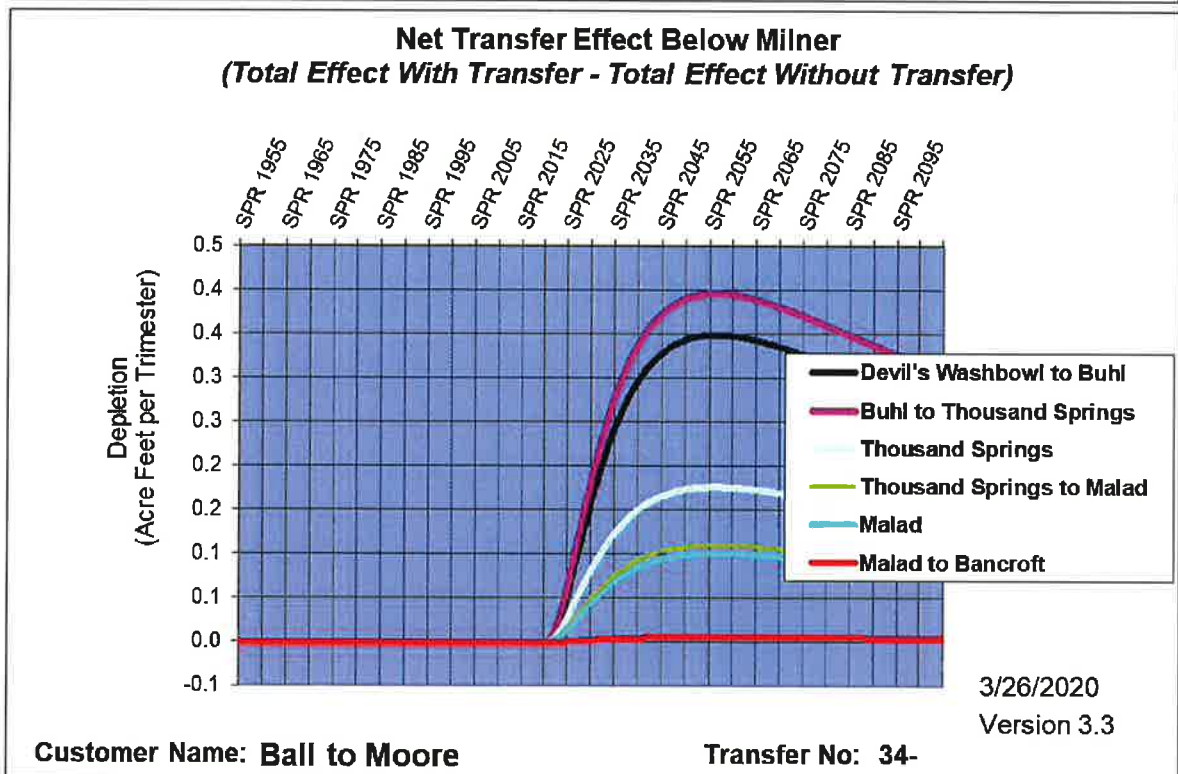
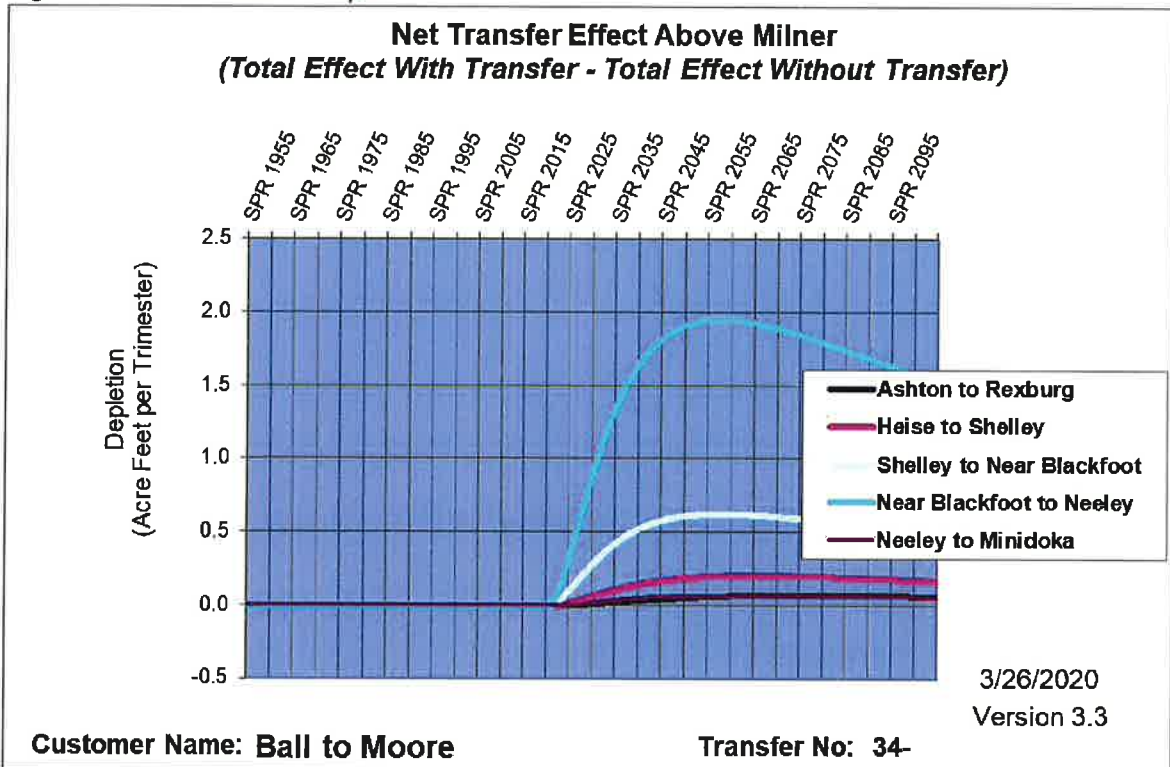
CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	25	9	75	45
COLUMN	111	108	105	30

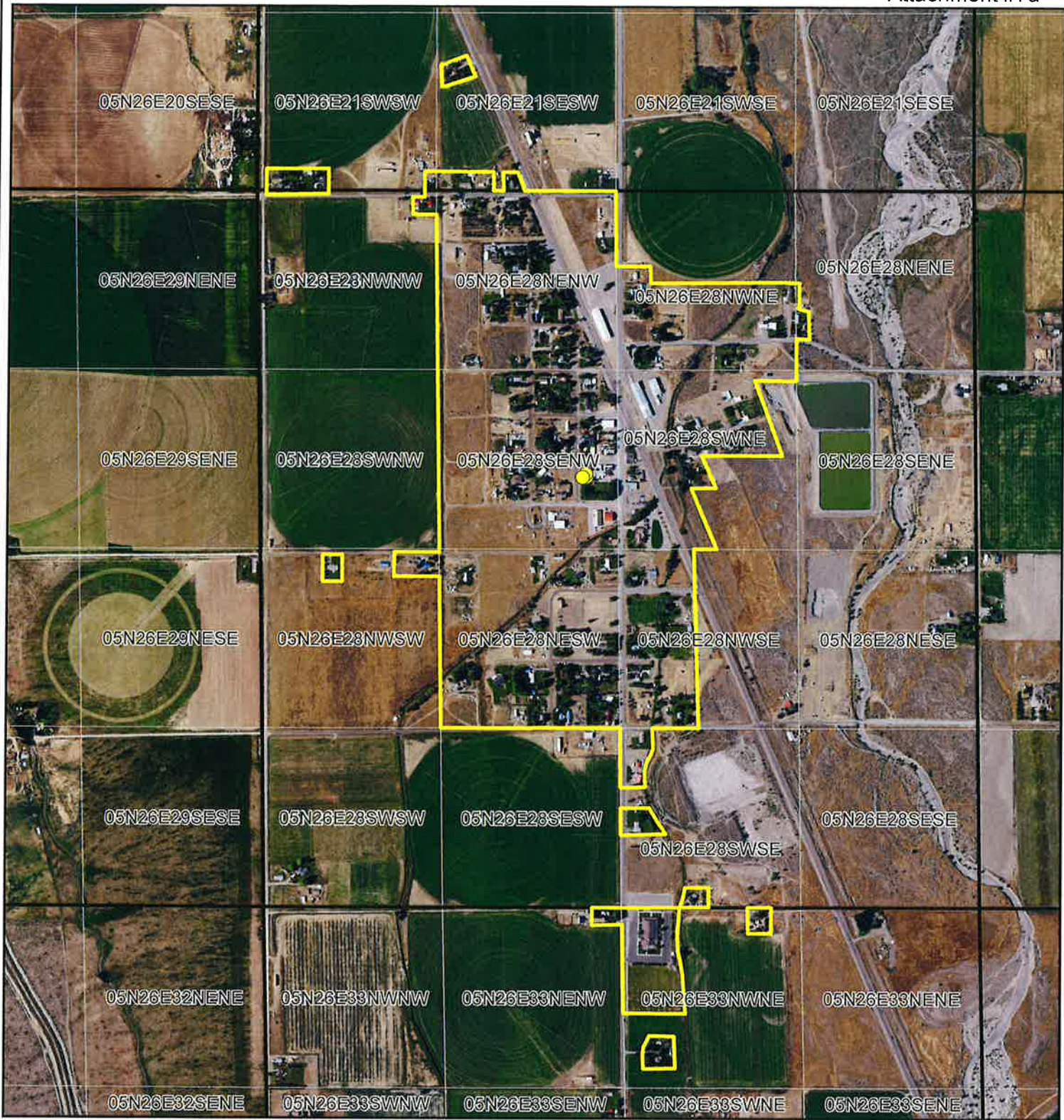
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1955	0	26	26	0	0	0	0
SUM 1955	0	26	26	0	0	0	0
WIN 1955	0	26	26	0	0	0	0
SPR 2017	0	26	26	0	0	0	0
SUM 2017	0	26	26	0	0	0	0
WIN 2017	0	26	26	0	0	0	0
SPR 2018	0	0	26	0	0	0	0
SUM 2018	0	0	26	0	0	0	0
WIN 2018	0	0	26	0	0	0	0
SPR 2019	0	0	26	0	0	0	0
SUM 2019	0	0	26	0	0	0	0
WIN 2019	0	0	26	0	0	0	0
SPR 2020	26	0	26	0	0	0	0
SUM 2020	26	0	26	0	0	0	0
WIN 2020	26	0	26	0	0	0	0
SPR 2021	26	0	26	0	0	0	0
SUM 2021	26	0	26	0	0	0	0
WIN 2021	26	0	26	0	0	0	0
SPR 2022	26	0	26	0	0	0	0
SUM 2022	26	0	26	0	0	0	0
WIN 2022	26	0	26	0	0	0	0
SUM 2102	26	0	26	0	0	0	0
WIN 2102	26	0	26	0	0	0	0
SPR 2103	26	0	26	0	0	0	0
SUM 2103	26	0	26	0	0	0	0
WIN 2103	26	0	26	0	0	0	0
SPR 2104	26	0	26	0	0	0	0
SUM 2104	26	0	26	0	0	0	0
WIN 2104	26	0	26	0	0	0	0

Figure 3. Net Transfer Graphs



84122

[illegible]

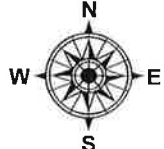


0 950 1,900 3,800 Feet

2017 Aerial Photography

Legend

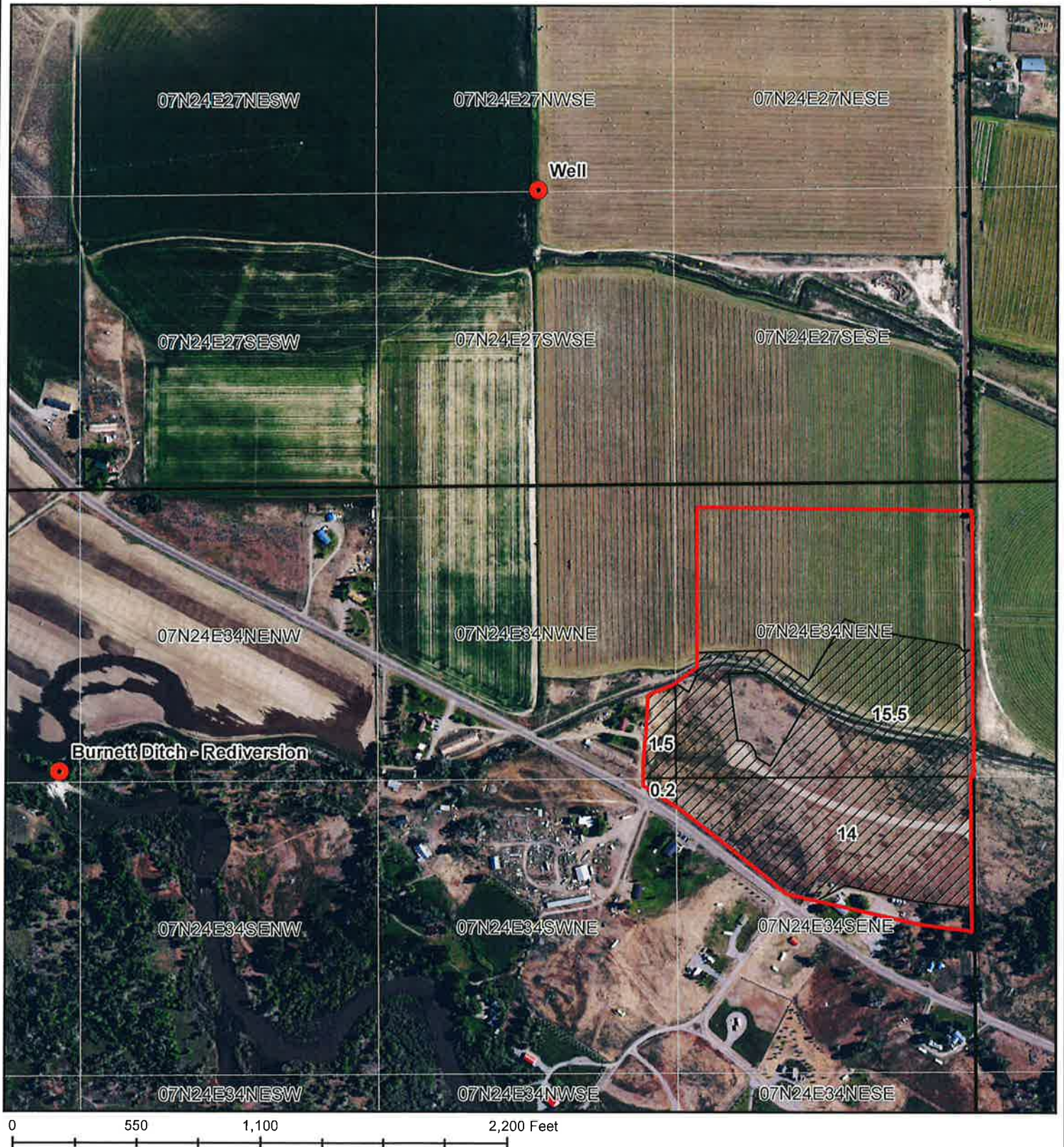
- Proposed POD
- Service Area Boundary
- Section
- QQ



Proposed Water Right Location
Moore Water & Sewer Association

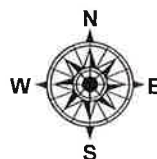
RMEA #18-0104
by: KM
Date: 5/19/2020





Legend

- WRPOD 34-2323C QQ
- WRPOU 34-2323C
- Transferred Acres
- Section



Existing Water Rights

Moore Water & Sewer Association

RMEA #18-0104

by: KM

Date: 5/14/2020



84122

Change in Nature of Use

Moore Water & Sewer Association

Water Right 347-2323C was decreed for "Irrigation" purposes. This transfer proposes to change the nature of use of the transferred portions to "Municipal," since they will be distributed within a municipal water delivery system. However, the ultimate use of this water right is still for irrigation, therefore, there is no fundamental change in the nature of use. Diversion will occur only within the irrigation season of use, as the rights were decreed. A condition could be placed on the water right designating the irrigation limitations.

Legend

- Transferred Acres
- WRPOU 34-2323C
- Custer County Parcels 3.19.2020



RMEA #18-0104
by: KM
Date: 5/14/2020



Instrument # 257670

CHALLIS, CUSTER, IDAHO

02-11-2020 11:18:55

No. of Pages: 1

Recorded for: ALLIANCE TITLE - REXBURG OFFICE

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: rr

DEED OF CORRECTION

Being recorded to correct instrument #256605 to reference water rights

For value received Bank of Idaho Trustee, Leslie A Ball IRA

do hereby convey, release, remise and forever quit claim unto Leslie A. Ball and Janet H. Ball, Husband and wife

Whose address is: 781 So. River Road, Chester, Idaho 83445

The following described premises to-wit:

Lot 3, Block 1, CEDAR CREEK SITES Subdivision, Custer County, Idaho, T 7 N., R 24 E., BM
4410 Cedar Creek Road, Mackay, Idaho 83251

Together with their appurtenances excepting there are no water rights transferred, sold, conveyed or implied with this sale of this bare ground.

Dated : 2/7 2020

Bank of Idaho Trustee, Leslie A. Ball IRA

By Jeanna Nance VP & Trust Officer

STATE OF IDAHO

COUNTY OF Bonneville : ss.

On this 7 day of February, 2020, before me, Denise Sutton notary public
in and for said State, personally appeared Jeanna Nance, VP & Trust Officer

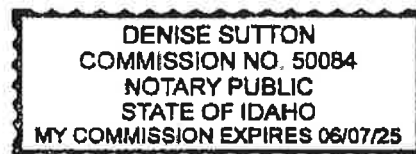
known or identified to me to be the persons whose name subscribed to the foregoing instrument as a Trust Officer of the Bank of Idaho, and acknowledged to me that he/she/they executed the same as a Trust Officer

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

Denise Sutton
Notary Public

Residing at Idaho Falls, ID

Commission expires 6-7-25



This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.

Instrument # 257671

CHALLIS, CUSTER, IDAHO

02-11-2020

11:18:55

No. of Pages: 1

Recorded for: ALLIANCE TITLE - REXBURG OFFICE

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: rr

DEED OF CORRECTION

Being recorded to correct instrument #256574 to reference water rights

For value received Bank of Idaho Trustee, Leslie A Ball IRA

do hereby convey, release, remise and forever quit claim unto Leslie A. Ball and Janet H. Ball, Husband and wife

Whose address is: 781 So. River Road, Chester, Idaho 83445

The following described premises to-wit:

Lot 4, Block1, CEDAR CREEK SITES Subdivision, Custer County, Idaho, T 7 N., R 24 E., BM
4414 Cedar Creek Road, Mackay, Idaho 83251

Together with their appurtenances excepting there are no water rights transferred, sold, conveyed or implied with this sale of this bare ground.

Dated : 27 2020

Bank of Idaho Trustee, Leslie A. Ball IRA

By Janna Nance VP & Trust Officer

STATE OF IDAHO

COUNTY OF Bonneville : ss.

On this 2 day of February 2020, before me, Denise Sutton notary public
in and for said State, personally appeared Janna Nance, VP & Trust Officer

known or identified to me to be the persons whose name subscribed to the foregoing instrument as a Trust Officer of the Bank of Idaho, and acknowledged to me that he/she/they executed the same as a Trust Officer

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

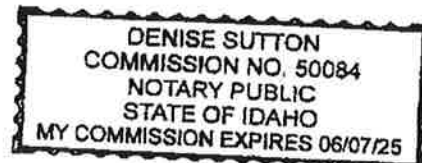
Denise Sutton
Notary Public

Residing at Booth Falls, ID

Commission expires 6-7-25

This instrument filed
as an accommodation only.

It has not been examined
as to it's execution, insurability
or effect on title.



Instrument # 257674

CHALLIS, CUSTER, IDAHO

02-11-2020

11:18:55

No. of Pages: 1

Recorded for: ALLIANCE TITLE - REXBURG OFFICE

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: rr

DEED OF CORRECTION

Being recorded to correct instrument #257029 to reference water rights

For value received Bank of Idaho Trustee, Leslie A Ball IRA

do hereby convey, release, remise and forever quit claim unto William D. Hall and Linda J. Hall, Husband and wife

Whose address is: 5130 Constitution Ave., Chubbuck, Idaho 83202

The following described premises to-wit:

Lot 10, Block 1, Cedar Creek Sites, Custer County, Idaho, according to the official plate thereof. Recorded January 1, 2001 as instrument no. 223320, commonly known as 4403 Cedar Creek Rd., Mackay, Idaho 83251

Together with their appurtenances excepting there are no water rights transferred, sold, conveyed or implied with this sale of this bare ground.

Dated: 2 / 7 / 2020

Bank of Idaho Trustee, Leslie A. Ball IRA

By Jane Nance, Vice Pres of Trust Officer

STATE OF IDAHO

COUNTY OF Bonneville ss.

On this 7 day of February, 2020, before me, Denise Sutton Notary Public
in and for said State, personally appeared Jane Nance, VP of Trust Officer

known or identified to me to be the persons whose name subscribed to the foregoing instrument as a Trust Officer of the Bank of Idaho, and acknowledged to me that he/she/they executed the same as a Trust Officer

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

Denise Sutton
Notary Public

Residing at Idaho Falls ID

Commission expires 6-7-25

DENISE SUTTON
COMMISSION NO. 50084
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/07/25

This instrument filed
as an accommodation only.
It has not been examined
as to its execution, insurability
or effect on title.

QUITCLAIM DEED

FOR VALUE RECEIVED, **Robert Dean Danko and Susan Marie Schluter**, of 4282 N Us Hwy 93, Mackay, Idaho 83251, hereinafter called "Grantor", does hereby grant and convey, to **Bank of Idaho Trustee, Leslie A Ball IRA**, of 781 S River Rd, St. Anthony, ID 83445, hereinafter called "Grantee."

WITNESSETH, that the Grantor, for and in consideration of the esteem he holds for the Grantee, by these presents, does give, convey and confirm unto the Grantee, the following described water right property, located in Custer County, Idaho, to-wit:

Any and all Grantor's interest in Water Right No. 34-2323C, located within NE1/4 of Section 34, Township 7 North, Range 24 East, B.M., Custer County, Idaho

IN WITNESS WHEREOF, the Grantor has hereunto set her hands and seals this day.

DATED this 10 day of April, 2020.


Robert Dean Danko

**This instrument filed
as an accommodation only.
It has not been examined
as to it's execution, insurability
or effect on title.**

STATE OF IDAHO,)
County of Custer) SS.

This record was acknowledged before me on the 10 day of April, 2020 by Robert Dean Danko.



John C. Mariani
Notary Public for Idaho
My Commission Expires: 4-19-2025

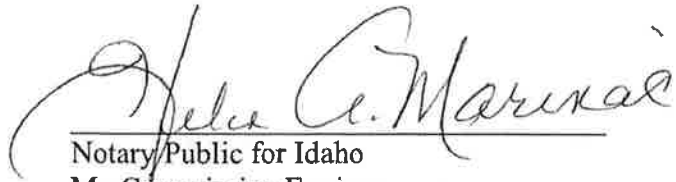
Susan Marie Schluter

\$\$.

Cluster.)

18

April



Notary Public for Idaho

My Commission Expires:

4-19-2025

QUITCLAIM DEED



State of Idaho

DEPARTMENT OF WATER RESOURCES

EASTERN Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 4, 2020

MOORE WATER & SEWER ASSN
PO BOX 638
MOORE, ID 83255-0638

RE: Transfer No. 84122
Water Right No(s). 34-2323C

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 CHALLIS MESSENGER on 6/10/2020 and 6/17/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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

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

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

Sincerely,

Christina Henman
Administrative Assistant

CC:
ROCKY MOUNTAIN ENVIRONMENTAL ASSOC INC
C/O KRISTIN MOORE
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Thursday, June 04, 2020 3:43 PM
To: CHALLIS MESSENGER (info@challismessenger.com)
Subject: Legal Ad for Challis Messenger
Attachments: 84122 Challis Messenger.doc

Hello,

Please find attached document regarding a legal ad for your newspaper.

Thank You,

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793

PLEASE NOTE: CAN CONTAIN 2 OR MORE PAGES

June 4, 2020

Legal Notice Department

Challis Messenger

PO Box 405

Challis ID 83226

RE: Transfer No. 84122

Water Right No(s). 34-2323C

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper 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 August 12, 2019. Your cooperation is appreciated.

Sincerely

Christina Henman

Administrative Assistant

PLEASE PUT IN NORMAL COLUMN AND NO BORDERS. THANK YOU.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 84122

MOORE WATER & SEWER ASSN, PO BOX 638, MOORE, ID 83255-0638 has filed Application No. 84122 for changes to the following water rights within CUSTER County(s): Right No(s). 34-2323C; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion, add points of diversion, change place of use, and change nature of use. The proposed points of diversion are 3 wells within SENW Sec 28 T5N R26E for 0.49 cfs from ground water. The proposed use is for municipal purposes within the service area of the City of Moore, located in Sec 21, 28, and 33, T5N R26E.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 6/29/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/10/2020 and 6/17/2020

Henman, Christina

From: Henman, Christina
Sent: Thursday, June 04, 2020 2:35 PM
To: 'watermaster34@atcnet.net'
Subject: Application for Transfer No. 84122
Attachments: RecommendationForm Transfer11.docx

Watermaster:

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.

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