

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Idaho Water Company, LLC

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

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

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

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

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

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 11 2023

JUL 06 2023

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1DEPT OF WATER RESOURCES
SOUTHERN REGIONDepartment of Water Resources
Eastern RegionName of Applicant(s) Idaho Water Company, LLCPhone 208-312-1135Mailing address 1135 Valley Rd SouthEmail del@idahowatercompany.com

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

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

☐ No RepresentativeName of Representative Jason C. Helms, PEPhone 208-308-2109Mailing address 6755 N. Albert Lane Idaho Falls, ID 83401Email jasoncivil@alumni.nd.edu

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

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

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

Signature of Applicant or Authorized Representative

Jason C Helms, PE

Print Name and Title if applicable

6/12/23

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☒ Change nature of use
 ☒ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
 This transfer seeks to provide a portion of the listed water right for use within the Falls Water operated Taylor Mountain water system for additional irrigation and domestic consumptive use. Calculated ESPA impacts are below 2afa additional to all Snake River model reaches.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 12 2023

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Department of Water Resources
Eastern Region

Name of Applicant(s) Idaho Water Company, LLC Phone 208-312-1135
Mailing address 1135 Valley Rd South Email del@idahowatercompany.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
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I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative _____ Print Name and Title if applicable _____ Date _____

Signature of Applicant or Authorized Representative _____ Print Name and Title if applicable _____ Date _____

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code §42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
This transfer seeks to provide a portion of the listed water right for combined use within the Falls Water system
primarily for peak summer irrigation use. Calculated impacts are below 2afa additional to all ESPA
Snake River model reaches.

88146

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 ☐ ☒	27-7017	0.31 / 60.9	Municipal	04/01 to 11/01	Ground Water - ESPA
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.31 cfs and/or 60.9 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.31 cubic feet per second and/or 60.9 acre-feet per year.

3. Point(s) of Diversion:

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

New ?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
										see attachment

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

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

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Total Acres (for irrigation use)																			

Falls Water Company Municipal Service Boundary

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Attachment**

3. Point(s) of Diversion

New	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
no	4	NE	NW	NW	2	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:
no		NE	NE	NW	9	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:
no		SE	SE	SW	10	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200070
no			NE	SE	10	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:1000453
no			SW	NW	11	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200073
no		SE	NE	SW	14	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200077
no		SW	SW	SW	14	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200079
no		SE	NE	SW	14	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200080
no		SE	NE	SW	14	02N	38E	BONNEVILLE	GROUND WATER	WMIS#:200716
no										
no										
no										
no										
no										

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCE

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Existing wells, storage tanks, meters and distribution system serving the Falls Water Co Inc distribution area

- b. Who owns the property at the point(s) of diversion? Falls Water Co Inc
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached purchase & sale agreement. Ownership change contemplated upon transfer approval.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

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

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Land associated with this portion of the water rights at the existing place of use will be dried up.

- 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:
Falls Water existing rights 25-7148, 7191, 7418, 7509, 14035, 14055, 14114, 14326, 14327, 14482, & 14483 will remain unchanged.

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

Yes No

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

If yes, describe:

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

Current Water Right No.: 27-7017

Current Owner: ALAN FIELDING
Priority Date: 5/3/1971
Origin: Water Right
Status: Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	4.12 CFS	983.5 AF
	<u>Total Diversion</u>	4.12 CFS	983.5 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4SE1/4 Sec. 1, Twp 01S, Rge 37E B.M.
BINGHAM County

Place of Use

IRRIGATION Within BINGHAM County

T01S R37E S1	Lot 1	NENE	11.00	T01S R37E S1	Lot 2	NWNE	13.00
T01S R37E S1		SWNE	40.00	T01S R37E S1		SENE	36.00
T01S R37E S1		NESE	39.00	T01S R37E S1		NWSE	30.00
T01S R38E S6	Lot 5	NWNW	17.00	T01S R38E S6	Lot 4	SWNW	53.00
T01S R38E S6	Lot 3	SENW	4.00	T01S R38E S6		NESW	2.00
T01S R38E S6	Lot 6	NWSW	36.00				

Total Acres: 281

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E01 Use of this right is combined with water from Idaho Irrigation Dist.
3. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Decreed Date: 12/11/2006

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

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

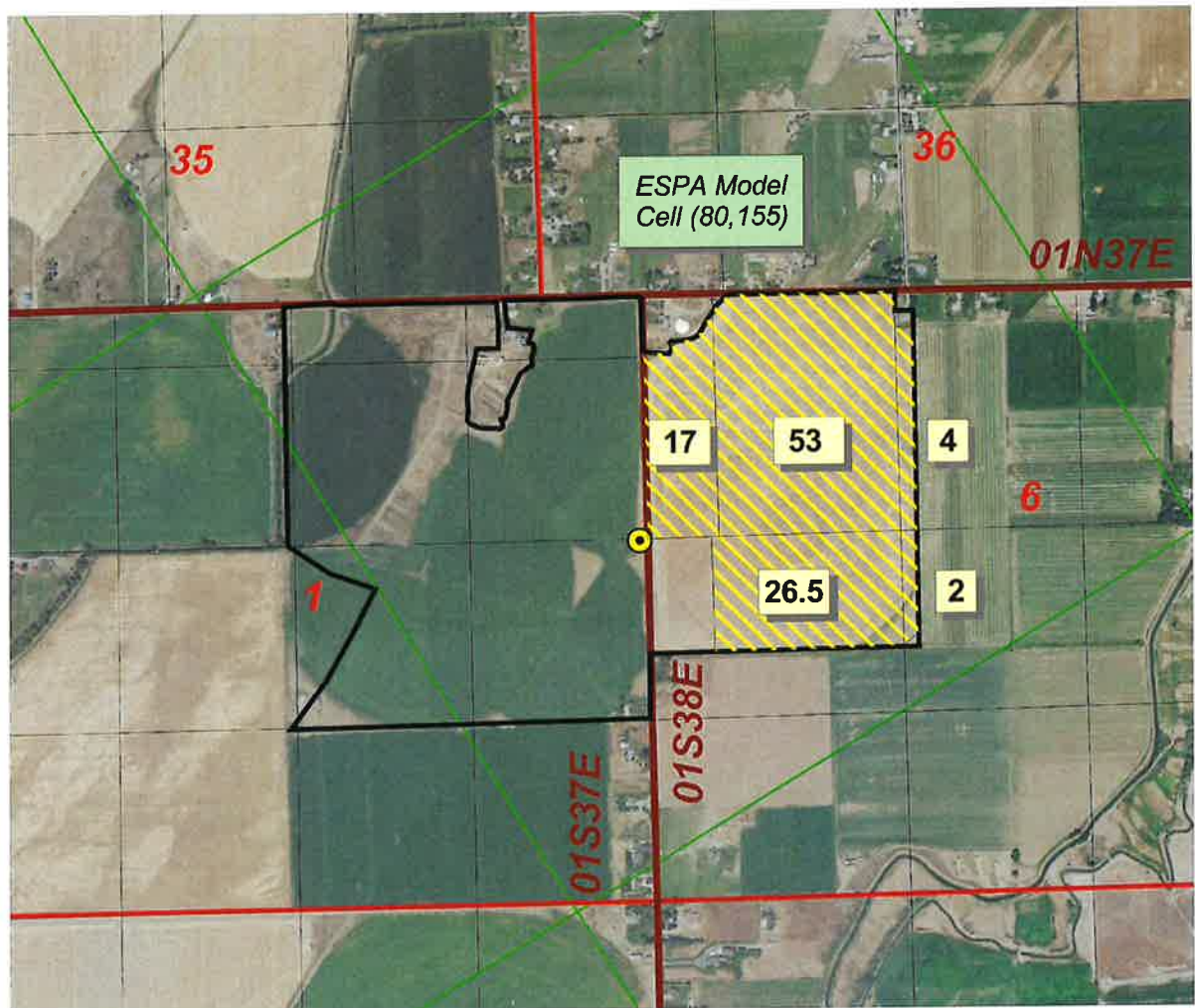
- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 27-7017

- [illegible]

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

[illegible]



JCH - 7/5/2023

0 0.25 0.5 Miles

NAIP 2013 Aerial Photo

-  Existing Well 27-7017
-  Combined Dryup $(52.0+30.0+20.5) = 102.5$ ac.
-  Total Authorized Irrigation 281 ac.
-  Township & Range
-  Sections
-  Power County 40's
-  ESPA Model Grid

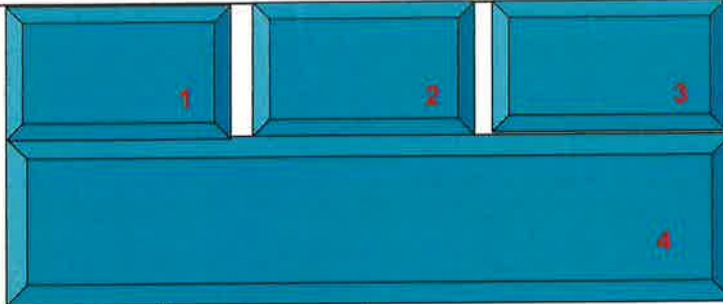


Attachment #~~7~~₂₆b

Cells this color are
set up for user entries

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON
YEAR 1962
SEASON

TRANSFER NO:
Idaho Water Co
TRANSFER NAME:
27-7017-Falls Water



acres to transfer:
20.50

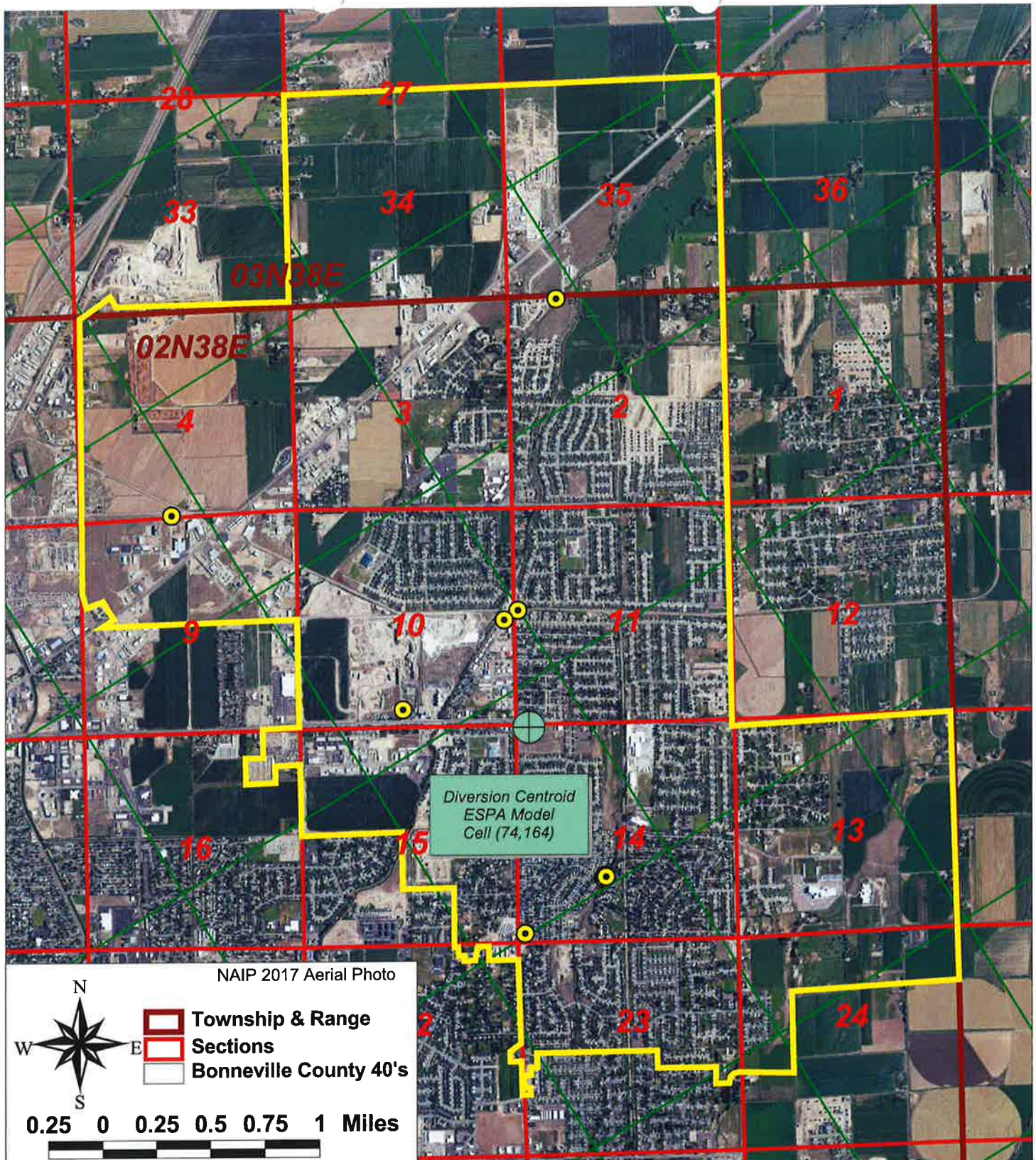
ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	74	80		
COLUMN	164	155		

27-7017 5/3/1971 71.8

Consumptive use fraction (2.972/3.5): 0.849
Total Maximum CU 60.93
Proposed CU 60.93

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1962	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUM 1962	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WIN 1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SPR 1971	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SUM 1971	0.00	20.31	20.31	0.00	0.00	0.00	0.00
WIN 1971	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SPR 1972	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SUM 1972	0.00	20.31	20.31	0.00	0.00	0.00	0.00
WIN 1972	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SPR 1973	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SUM 1973	0.00	20.31	20.31	0.00	0.00	0.00	0.00
WIN 1973	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SPR 1974	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SUM 1974	0.00	20.31	20.31	0.00	0.00	0.00	0.00
WIN 1974	0.00	20.31	20.31	0.00	0.00	0.00	0.00
WIN 2022	0.00	20.31	20.31	0.00	0.00	0.00	0.00
SPR 2023	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2023	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2023	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2024	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2024	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2024	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2025	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2025	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2025	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2026	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2026	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2026	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2027	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2027	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2027	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2028	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2028	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2028	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2029	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2029	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2029	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2030	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2110	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SPR 2111	20.31	0.00	20.31	0.00	0.00	0.00	0.00
SUM 2111	20.31	0.00	20.31	0.00	0.00	0.00	0.00
WIN 2111	20.31	0.00	20.31	0.00	0.00	0.00	0.00



JCH - 4/26/2023

2021 NAIP Aerial Photo

- Existing Wells (Falls Water Co Inc)
- Authorized Place or Use
- ESPA Model Grid

Attachment #7a

One-Way Analysis of Independent Transfers

Transfer 27-7017 to Falls Water system centroid (74,164)

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

Transfer 1: Proposed Steady State Impacts following Transfer

Refer to Transfer Application

Transfer 1: Worst Case Transient State Impacts following Transfer

Impact by Reach (AF/Trimester)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bckft	Nr Bckft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
0.60	2.37	10.35	6.61	0.09	0.10	0.08	0.04	0.03	0.04	0.00
0.73	4.35	7.84	6.98	0.10	0.10	0.08	0.04	0.04	0.04	0.01
0.60	2.37	10.35	6.61	0.09	0.10	0.08	0.04	0.03	0.04	0.00
0.73	4.35	8.42	6.98	0.10	0.10	0.08	0.04	0.04	0.04	0.01

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	21.7%	83.9%	-24.3%	5.6%	6.0%	6.1%	6.1%	6.1%	6.1%	6.1%
	Mitigation Check 2: > 2 AF/T:	0.1	2.0	-2.5	0.4	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Check 3 - >10% of Total:	3.6%	21.4%	38.6%	34.4%	0.5%	0.5%	0.4%	0.2%	0.2%	0.0%
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.1	2.0	-2.5	0.4	0.0	0.0	0.0	0.0	0.0	0.0
Transient State Analysis	Mitigation Check 1 - >10% of Historical:	21.7%	83.9%	-18.7%	5.6%	6.0%	6.1%	6.1%	6.1%	6.1%	6.1%
	Mitigation Check 2: > 2.01 AF/T:	0.1	2.0	-1.9	0.4	0.0	0.0	0.0	0.0	0.0	0.0
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.1	2.0	-1.9	0.4	0.0	0.0	0.0	0.0	0.0	0.0

Read Me

ESPA Impacts Mitigation Analysis Worksheet

AGREEMENT TO PURCHASE WATER RIGHT

1.0 EFFECTIVE DATE

This Agreement to Purchase Water Right (the "Agreement") is effective April 25, 2023 (the "Effective Date").

2.0 PARTIES

The parties to this Agreement are **Idaho Water Company, LLC** an Idaho limited liability company, (the "Seller") and **Falls Water Company, Inc.** an Idaho corporation (the "Buyer"). Buyer and Seller may be referred to herein collectively as the "Parties" or individually as a "Party."

3.0 DESCRIPTION OF WATER RIGHT

Seller holds an Option to Purchase Idaho Water Right No. 27-7017 (the "Water Right"), as it is described in the records of the Idaho Department of Water Resources (hereafter "IDWR" or the "Department"). Seller desires to sell to Buyer, and Buyer agrees to purchase from Seller, the following described *portion* of the Water Right to be used by Seller for municipal purposes on the terms and conditions described in this Agreement:

Source:	Ground water
Purpose:	Irrigation
Priority Date:	May 3, 1971
Quantity (Diversion Rate):	0.26 cfs of the total authorized 4.12 cfs
Quantity (Volume):	63 acre-feet per annum
Place of Use (Acreage):	18 acres of the 281 authorized acres

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

4.0 PURCHASE PRICE AND EARNEST MONEY DEPOSIT

The purchase price for the Purchased Water Right is Six Thousand Dollars (\$6,000.00) per Purchased Water Right acre for a total of One Hundred Eight Thousand Dollars (\$108,000.00) (the "Purchase Price"). Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of Five Thousand Four Hundred Dollars (\$5,400.00) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein. It is anticipated that IDWR will reduce the volume authorized under the Purchased Water Right as part of the conversion (or "transfer") of the Purchased Water Right from irrigation to municipal use (as described in paragraph 5.0 below), and in such event, there shall be no reduction in the Purchase Price. However, if IDWR approves the transferred Purchased Water Right for less than the 0.26 cfs of the Purchased Water Right, then the Purchase Price shall be reduced by Six Thousand Dollars (\$6,000.00) for each reduction of 0.0146 cfs¹ or portion thereof in the order from IDWR approving the transfer application described in paragraph 5.0 below.

5.0 TRANSFER APPLICATION

Within 30 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(s) and amend the nature of use of the Purchased Water Right from irrigation to municipal use in accordance with current IDWR policy. The Buyer's selected Point of Diversion (hereinafter "POD") and Place of Use (hereinafter "POU") will be listed as the "TO" POD and POU in the Transfer prepared by Seller. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Seller will be responsible

¹ This value is calculated by dividing 0.26 cfs by 18 acres to arrive at a diversion rate per acre of 0.0146 cfs. The diversion rate element of the Purchased Water Right is the critical water right element for Buyer, and as such, a loss of diversion rate equivalent to the diversion rate per acre will result in a reduction in the purchase price of the price per acre to buy the Purchased Water Right (at \$6,000.00 per acre).

for the costs to file the Transfer, including its own attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. In the event this Agreement is terminated pursuant to paragraph 7 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer to return the Purchased Water Right to the condition they existed on the Effective Date. Buyer will participate in reviewing the Transfer, support Seller in any protest hearings that may occur related to the IDWR transfer application, and not unnecessarily delay or hinder approval of any changes necessary to the Transfer that Seller may propose.

6.0 TRANSFER COSTS

Seller agrees to pay the costs and expenses associated with the Transfer, including without limitation its own consultant fees, mitigation costs and related fees, and its own attorney fees in the case of protests and hearings related to the Transfer. If the Transfer is protested, and Buyer decides to pursue the administrative contested case to hearing, Buyer shall be responsible for its own attorney fees and costs associated with the contested case. Title to the Purchased Water Right will remain with either Idaho Water Company, LLC, or the current water right owner, until Seller executes the Special Warranty Deed on the Closing date. Should Buyer choose to be represented by counsel in this matter, including during the course of any protests, administrative proceedings or other hearings, Buyer will be responsible for its own attorney fees and costs associated with accomplishing the Transfer.

7.0 CONTINGENCIES

If the Transfer is protested, Buyer may terminate this Agreement and the Parties will have no further obligation to each other. In such a case, the Earnest Money will be retained by the Seller for costs associated with preparing the Transfer and facilitating the application through hearings and other proceedings, including, but not limited to, its costs for engineering, consulting, and attorney fees. In the event IDWR issues a final order denying the Transfer, or in the case IDWR approves the Transfer but with adjustments to the diversion rate or imposes conditions that materially devalue the Purchased Water Right for Buyer's intended purposes (in either case, no matter whether the final order results from a contested case or not), then Buyer, in its sole discretion, and upon written notice to Seller, may terminate this Agreement and the Parties will have no further obligation to each other. In such a case, the Earnest Money will be retained by the Seller for costs associated with preparing the Transfer and facilitating the application through hearings and other proceedings, including, but not limited to, its costs for engineering, consulting, and attorney fees. Notwithstanding the foregoing, either Party may appeal any order by IDWR concerning the transfer of the Purchased Water Right through the Idaho court system, at such Party's sole cost and expense, until there is a final unappealable decision issued by an Idaho court. Buyer shall have fourteen (14) days after the issuance date of a final unappealable decision issued by an Idaho court to terminate this Agreement. If Buyer elects not to terminate this Agreement within the fourteen (14) day period, the Parties shall proceed to close the Agreement within twenty-eight (28) days of the issuance date of a final unappealable decision issued by an Idaho court.

8.0 CLOSING

Closing of the Purchased Water Right (the "Closing") shall occur at the offices of Holden, Kidwell, Hahn & Crapo, P.L.L.C, or at another location mutually agreed by the Parties. At Closing, Buyer and Seller shall execute (with acknowledgements, as needed) and/or deliver all instruments, documents, and the Purchase Price (less the Earnest Money) for the Purchased Water Right. The documents Seller shall deliver to Buyer at closing include: (i) a Special Warranty Deed (the "Deed") for the Purchased Water Right² substantially in the form attached to this Agreement as **Exhibit 1**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances. The cost of recording the Deed shall be paid by Buyer. All other expenses not specifically referenced in this Agreement with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

² The parties understand that once the IDWR transfer of the Purchased Water Right is complete, the transferred Purchased Water Right will be given new water right numbers and those numbers will be included on the Special Warranty Deed.

9.0 SELLER'S WARRANTIES

Seller warrants that:

- A. The Purchased Water Right is not subject to past forfeiture or abandonment; and
- B. Seller has not sold the Purchased Water Right contemplated for transfer to any other person or entities.

10.0 OBLIGATION TO AVOID FORFEITURE

While this Agreement is in effect, the Party in possession shall continue use and/or protection of the Purchased Water Right in a manner to avoid forfeiture.

11.0 NO BROKER OR AGENT

Del Kohtz, member of Idaho Water Company, LLC, discloses that he is a licensed real estate agent acting for his own account and does not represent Buyer or Seller as an Agent under this Agreement.

12.0 BENEFITS

The covenants, conditions and terms of this Agreement shall extend to and be binding upon the inure to the benefit of the heirs, administrators, executors, and assigns to the Parties hereto.

13.0 CONSTRUCTION

The Parties acknowledge that each has had opportunity to have this Agreement reviewed by an attorney, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, or any amendments or exhibits, and this Agreement shall be construed according to its fair meaning and not strictly for or against either Party.

14.0 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A PDF or other electronic signature will be considered an original.

15.0 ENTIRE CONTRACT

This Agreement constitutes the entire understanding between the Parties with respect to the Water Right and shall supersede and take the place of any other oral or written agreement of the Parties relating to the Water Right.

IN WITNESS WHEREOF, the Parties have hereunto executed this document consisting of four pages and one exhibit, in duplicate, on the day and year written below.

SELLER:


Idaho Water Company, LLC
By: Delbert Kohtz, Its Authorized Member

DATE: 5 / 3 / 2023

BUYER:


Falls Water Company, Inc.
By: Justin Palfreyman, Its Authorized Officer
(print name)

DATE 05 / 30 / 2023

EXHIBIT 1 - FORM OF DEED

When Recorded return to:

(Space above line for Recorder's use only)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company LLC, an Idaho limited liability company, whose address is 1135 Valley Rd. South, Eden, Idaho 83325 ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto _____ (the "Grantee"), whose address is _____, _____, Idaho, and to Grantee's heirs, successors, and assigns forever, that portion of Water Right No. _____ and Water Right No. _____ that had been appurtenant to the _____ County, State of Idaho, real property described as _____, _____ Boise, Meridian (the "**Water Right**"), and subsequently severed therefrom by Idaho Department of Water Resources transfer # _____.

Grantor assigns to Seller any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the water Right, if any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a Bill of Sale therefore.

Grantor hereby covenants and warrants to Grantee as follows:

that Grantor is the owner in fee simple of the Water Right; and

Grantor has the authority to convey the Water Right to Grantee; and

that Grantor has not conveyed any of the identified portions of the Water Right to anyone other than Grantee; and

the Water Right are free from all liens, claims, or encumbrances.

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

Grantor retains no reversionary interest in the Water Right.

(End of Text, Signature Page Follows)

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The purchase price for the Purchased Water Right is [REDACTED] per Purchased Water Right acre for a total of [REDACTED] (the "Purchase Price"). Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of [REDACTED] Dollars ([REDACTED]) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein. It is anticipated that IDWR will reduce the volume authorized under the Purchased Water Right as part of the conversion (or "transfer") of the Purchased Water Right from irrigation to municipal use (as described in paragraph 5.0 below), and in such event, there shall be no reduction in the Purchase Price. However, if IDWR approves the transferred Purchased Water Right for less than the 0.26 cfs of the Purchased Water Right, then the Purchase Price shall be reduced by Six Thousand Dollars (\$6,000.00) for each reduction of 0.0146 cfs¹ or portion thereof in the order from IDWR approving the transfer application described in paragraph 5.0 below.

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Idaho Water Company, LLC
By: Delbert Kohtz, Its Authorized Member

DATE: 5 / 3 /2023

BUYER:


Falls Water Company, Inc.
By: Justin Palfreyman, Its Authorized Officer
(print name)

DATE 05 / 30 /2023

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Grantor hereby covenants and warrants to Grantee as follows:

that Grantor is the owner in fee simple of the Water Right; and

Grantor has the authority to convey the Water Right to Grantee; and

that Grantor has not conveyed any of the identified portions of the Water Right to anyone other than Grantee; and

the Water Right are free from all liens, claims, or encumbrances.

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

Grantor retains no reversionary interest in the Water Right.

(End of Text, Signature Page Follows)

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

Grantor: IDAHO WATER COMPANY, LLC

Dated: _____

By: // FORM DOCUMENT DO NOT SIGN //

Name: Delbert G. Kohtz

Title: Member, Idaho Water Company, LLC

STATE OF IDAHO,)
) ss.
County of _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Delbert G. Kohtz, known and identified by me to be a Member of Idaho Water Company, LLC, an Idaho limited liability company, that executed this instrument or the person who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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 Idaho

Residing at _____, Idaho

Commission expires: _____

RECEIVED

June 12, 2023

JUN 12 2023

Jason C. Helms, P.E.

Idaho Department Of Water Resources
Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Department of Water Resources
Eastern Region

JCH Engineering & Consulting
6755 N. Albert Lane
Idaho Falls, ID 83401
(208) 308-2109
jasoncivil@alumni.nd.edu

Re: (3) Transfers 27-7017 in the name of Idaho Water Company, LLC

Dear Processing Agent,

Please find attached applications for transfer for existing water right 27-7017. These transfers seek a change in the nature of use to municipal. Idaho Water Company is the transfer applicant and following transfer approval ownership changes will be provided by the new water right owners. Agreements showing authority to submit the applications is attached.

According to IDWR Transfer Processing Memo No. 24, when an application for transfer seeks a change in the nature of use from irrigation, the highest-year historic consumptive use will be the basis for the annual volume of consumptive use available for transfer. Review of site specific Idaho evapotranspiration data over the most recent 10 year crop cycle across the authorized water right place of use reveals the highest-year consumptive crop use occurs in 2013. Details showing the ET and CIR calculations intersected across the water right place of use utilizing 2013 growing season ET data are attached showing an average consumptive crop water use of 2.972 acre-ft per acre which was used in the ESPA analyses. These transfers are entirely independent from each other otherwise.

Hopefully, you should also find attached a check for \$2,250 (\$750x3) for the transfer and change in nature of use additional processing fees. As always, if you have any questions or would find any GIS information shown helpful with processing please call me at your convenience. Thanks,



Jason C. Helms, P.E.

cc: Del Kohtz (Idaho Water Company, LLC)

Attachments

- Transfer #1: 27-7017 (0.76 cfs / 154.5 afa / 52.0 ac) City of Idaho Falls Well #18
- Transfer #2: 27-7017 (0.44 cfs / 89.2 afa / 30.0 ac) Falls Water Co Taylor Mtn. Service Area
- Transfer #3: 27-7017 (0.30 cfs / 71.8 afa / 20.5 ac) Falls Water Co Main Service Area
- Attachment #8a
- Agreements Allowing Water Right Transfer (___)
- Check # _____ (\$2,250.⁰⁰)



October 30, 2023

IDAHO WATER COMPANY
C/O DEL KOHTZ
1135 VALLEY RD SOUTH
EDEN, ID 83325

RE: Applications for Transfer Nos. 88144, 88145, 88146

Withdrawal of Application

Dear Applicant:

The Department of Water Resources acknowledges receipt of your withdrawal of the applications for transfer referenced above. The withdrawal removes your applications from any further consideration or action by the Department.

A refund of your filing fees has been requested and will be sent separately from our Boise office.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Christina Henman
Administrative Assistant

CC
JASON C HELMS
3158 NE FOLLETT ST
ROSEBURG, OR 97470

**WITHDRAWAL
OF
APPLICATION FOR TRANSFER OF WATER RIGHT(S)**

I/We, Idaho Water Co. and _____,
(Applicant's Printed Name) (Applicant's Printed Name)

_____ and _____,
(Applicant's Printed Name) (Applicant's Printed Name)

hereby withdraw our Application for Transfer No. 88146 of Water Right

No(s). 27-7017

Signed this 27th ~~10~~ day of October ~~17~~, 20 23


(Signature/Title of Applicant)

(Signature/Title of Applicant)

(Signature/Title of Applicant)

(Signature/Title of Applicant)