

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 24 2016

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-14315	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Brian and Kalene Howell
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Blackhawk Home Owners Association, Colvin Jergins President ^{and} IRON RIM RANCH HOME OWNERS ASSOCIATION
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or Association
- PO Box 51686 Idaho Falls Idaho 83405-1686
Mailing address City State ZIP
208-390-7073 mecctr23@msn.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per undivided water right.
☐ \$100 per split water right.
☐ No fee is required for pending adjudication claims.
☒ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Colvin Jergins President Blackhawk HOA 6-21-2016
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] President of Iron Rim Ranch 6-22-16
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: [Signature] Date: 6/24/2016 Receipt No. E042212 Receipt Amt. \$25.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by: [Signature] Processed by: [Signature] Date: 7/21/2016

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JUL 06 2016

Department of Water Resources
Eastern Region

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **Brian Howell and Kalene Howell**, the Grantors, do hereby grant, bargain sell and convey unto **Black Hawk Homeowners Association, Inc. and Iron Rim Ranch Home Owners Association, Inc.**, the Grantees, the following described real property, in **Bonneville County, Idaho**, TO WIT:

Water Right No. 25-14315

TO HAVE AND TO HOLD unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners of said water right; that they are free from all encumbrances.

Dated: 6/28/16

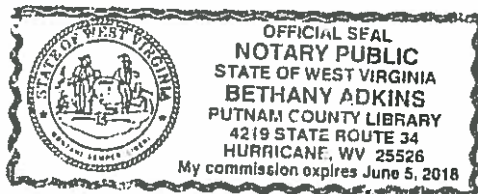
Brian Howell
Brian Howell

Kalene Howell
Kalene Howell

State of West Virginia)
County of Putnam) S.S.

On this 28 day of June, in the year 2016 before me
Bethany Adkins, personally appeared Brian Howell and Kalene Howell, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

Bethany Adkins
Notary Public
My Commission Expires on June 5, 2018



Instrument # 1528773

IDAHO FALLS, BONNEVILLE, IDAHO

7-6-2016 10:45:13 AM No. of Pages: 1

Recorded for : FULLER & BECK

RONALD LONGMORE

Fee: 10.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Brian Howell and Kalene Howell, husband and wife, ("Seller"), and Black Hawk Homeowners Association, Inc. an Idaho Corporation and Iron Rim Ranch Home Owners Association, Inc., an Idaho Corporation, ("Buyers").

WHEREAS Buyers are parties to a certain Well Agreement dated February 2, 2012, wherein the Buyers agreed to work together to provide water services to their respective homeowners, and Buyers seek to purchase water in proportion to their respective rights as set forth in such Well Agreement; and,

WHEREAS, Seller owns certain real property located at 2342 Quail Ridge Dr., and Seller is the owner of water rights for 1.01 acres ("Water Rights"); and,

WHEREAS, Seller desires to transfer to Buyers, under the terms and conditions and for the consideration set forth below, the entirety of Water Rights (the "Water Rights Transfer"); and,

WHEREAS, Seller and Buyers understand that the Water Rights Transfer has been approved by the Idaho Department of Water Resources (IDWR), and further, that the use of the Water Rights and use of the land from which they are transferred must be in accordance with the rules, regulations and orders of IDWR, must comply with the administrative rules, regulations and statutes of the State of Idaho. (collectively, the "Regulations").

NOW THEREFORE, the parties agree as follows:

1. **Water Rights Transfer.** Seller hereby agrees to transfer and convey to Buyers, and Buyers hereby agree to purchase and accept from Seller, all of Seller's right, title and interest in and to the 1.01 acres of Water Rights owned by Seller;

2. **Purchase Price.** As purchase price for the Water Rights Transfer, Buyers agrees to pay to Seller, and Seller agrees to accept from Buyers, the sum of three thousand dollars (\$3,000.00), to be paid by Buyers to Seller as follows: Upon the execution of this Agreement, Buyers will transfer the full \$3,000.00 into a trust account to be held by Fuller & Beck Law Offices, PLLC. Upon the successful completion of the transfer, the \$3,000.00 will be released to the Seller.

3. **Possession & Closing.** Possession of the Water Rights shall be given to Buyers upon the closing of this transaction. The parties agree to close this sale and purchase on or before the 19th day of November, 2016, at Fuller & Beck Law Offices, PLLC, in Idaho Falls, Idaho, or at another location mutually agreed upon by the parties herein. The Buyers shall own the property jointly in the proportions set forth in the Well Agreement between the parties dated February 2, 2012.

4. **Instrument of Transfer of Water Right.** Buyers agree to execute and submit to IDWR all forms, applications, and documents, required to complete the water rights transfer, in the form specified by IDWR.

5. Conveyance Free of Encumbrances. Seller agrees to convey the Water Rights to Buyers free and clear of all liens, encumbrances, and special taxes or assessments. In the event that any lienholder claims any interest in or to the Water Rights, Seller shall obtain a release of any such claim and shall indemnify Buyers from all costs related to such claims.

6. Expenses. The parties agree that the expenses incurred in connection with the Water Rights Transfer, and not otherwise allocated in this Agreement, will be borne by the Buyers.

7. Representations & Warranties of Seller. Seller hereby covenants, warrants and represents to Buyers that:

a. **Seller's Authority.** The individual executing this Agreement on behalf of Seller has full right, power and authority to execute this Agreement and all other documents contemplated, and has full and complete authority to sell, convey and transfer the Water Rights to Buyers as provided for herein, and to carry out Seller's obligations hereunder.

b. **Ownership.** Seller is the present owner of the Water Rights, and that there are no claims, restrictions, or other issues which would prevent Seller from selling the Water Rights to Buyers.

c. **No Prior Grant.** With respect to the Seller's Water Rights, Seller has not granted to any person, firm or other entity a right or option to acquire the Water Rights or any part thereof, and will create no such right or option prior to closing.

d. **No Knowledge.** With respect to the Seller's Real Property, and the Water Rights, neither Seller nor any agents of Seller are aware of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the Water Rights, or any other material change in the value of the Water Rights.

e. **Cooperation.** Seller will cooperate with Buyers before, during and after closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking any action) necessary or desirable to achieve the intended results herein.

8. Representations & Warranties of Buyers. Buyers hereby covenants, warrants and represents to Seller that:

a. **Buyers' Authority.** The individual executing this Agreement on behalf of Buyers has full right, power and authority to execute this Agreement and all other documents contemplated, and has full and complete authority to carry out Buyers's obligations hereunder.

9. Remedies. Should Seller refuse or fail to consummate the Water Rights Transfer, any payments made to Seller under this Agreement shall be refunded to Buyers and Buyers may, at its option, pursue such other legal remedies to which it is entitled by law.

10. Time of Essence. Time is of the essence of this Agreement and all of the conditions and contingencies contained herein.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties covering everything agreed upon or understood in the transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between Buyers and Seller, except as expressed in this Agreement. No change or addition shall be made to this Agreement except by a written document signed by all parties hereto.

12. Applicable Law. This Agreement, and each and every document related to this Agreement, shall be governed by, and be construed in accordance with, the laws of the State of Idaho.

13. Execution of Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and by each party on separate counterparts, each of such counterparts being deemed by the parties to be an original instrument; and all of such counterparts, taken together, shall be deemed to constitute one and the same instrument.

14. Binding Effect & Reliance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this Agreement specifically agree that this Agreement shall be binding upon them, and each of them, once both of them have signed at least one counterpart hereof, including, but not limited to, a counterpart produced by virtue of a facsimile ("fax") machine. Each party hereto acknowledges and agrees that each party hereto may and shall be entitled to rely upon any and all such signed counterparts.

IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement on the respective dates indicated below, the latest of which is the effective date of this Agreement.

SELLERS

DATED: 11/10/15

Brian Howell

BRIAN HOWELL

Kalene Howell

Kalene HOWELL

BUYERS

DATED: 11-13-2015

Colvin E. Ferguson

BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colvin E. Ferguson

ITS: President

DATED: 11-17-15

Ammon Hartner

IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.

BY: Ammon Hartner

ITS: President



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 22, 2016

Iron Rich Ranch Homeowners Assn Inc
PO Box 51686
Idaho Falls ID 83405

Blackhawk Homeowners Assn Inc
PO Box 51686
Idaho Falls ID 83405

RE: Change of Ownership for Water Right No(s). 25-14315

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

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

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 01

FULLER & BECK LAW OFFICES, PLLC

ATTORNEYS AT LAW

Mark R. Fuller
Daniel R. Beck
Paul Fuller - Associate

410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935

Telephone
(208) 524-5400
Facsimile
(208) 524-7167

June 24, 2016

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JUN 24 2016

Department of Water Resources
Eastern Region

Blake Jordan
Idaho Department of Water Resources
Idaho Falls, Idaho

RE: Notice of Change of Ownership 25-14315

Dear Blake:

Attached are the following documents:

- (1) Notice of Change in Water Right Ownership for 25-14315
- (2) Lessor Designation Form
- (3) IRS Form W-9
- (4) Water Rights Transfer Agreement from Howell to Blackhawk and Iron Rim
- (5) Check for \$25.00.

I believe this is all that is needed to update IDWR's records with regard to ownership. Let me know if I am mistaken (email usually is fastest beck_dan@hotmail.com).

It appears that we will be filing the Application to remove this water right from the Water Supply Bank shortly after the Change of Ownership is finalized.

Also, just wanted you to be aware that there will likely be 1-2 additional water rights transactions coming your way next week. One will be for water right 25-14312. I'm not sure what the other one will be, but I will plan to file them both together.

Very truly yours,

FULLER & BECK



Daniel R. Beck
Attorney at Law

Enclosure