

RECEIVED

JUN 30 2016

Department of Water Resources
Eastern Region**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 www.idwr.idaho.gov.

Name of Applicant(s) Blackhawk HOA and Iron Rim Ranch HOA

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 www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #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: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 30 2016

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Blackhawk HOA and Iron Rim Ranch HOA Phone 208-390-7073

Mailing address 8070 Blackhawk Dr/ 9936 Henry Creek Rd., Idaho Falls, ID 83406 Email mecctr23@msn.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 Daniel Beck Phone 208-524-5400

Mailing address 410 Memorial Dr. Suite 201, Idaho Falls, ID 83402 Email fullerandbeck@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.

Colin E. Jergins
Signature of Applicant or Authorized Representative

Colin E. Jergins President
Print Name and Title if applicable

6-21-2016
Date

Ammon Hartner
Signature of Applicant or Authorized Representative

Ammon Hartner - President IRR.
Print Name and Title if applicable

6-22-16
Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

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.2**.

Blackhawk HOA and Iron Rim Ranch HOA are purchasing this water right to provide domestic irrigation water use for undeveloped lots within the desired permissible place of use. This transfer proposes to change the point of diversion and place of use for water right 25-14312.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

AMENDED Page

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	25-14312	0.02/3.8	Irrigation	4/01 to 11/01	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.02 cfs and/or 3.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 cubic feet per second and/or 3.8 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 #
			NE	SE	11	01N	38E	Bonneville	Groundwater	
			NE	SE	11	01N	38E	Bonneville	Groundwater	

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	
01N	38E	11													14.2		15.8	34.4	64.4
01N	38E	12										29.5	34.3						63.8
01N	38E	13					32.5	33.8	1.7	4.4	26.9	25.3	0.3						124.9
01N	38E	14																0.3	0.3
01N	38E	23	11.1			5.6													16.7
01N	38E	24					1.4	32.8	34.6	5.3	1.3	8.4							83.8
Total Acres (for irrigation use)																			353.9

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	25-14312	0.02/3.6	Irrigation	4/01 to 11/01	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.02 cfs and/or 3.6 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 cubic feet per second and/or 3.6 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 #
			NE	SE	11	01N	38E	Bonneville	Groundwater	
			NE	SE	11	01N	38E	Bonneville	Groundwater	

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	
01N	38E	11													14.2		15.8	34.4	64.4
01N	38E	12										29.5	34.3						63.8
01N	38E	13						32.5	33.8	1.7	4.4	26.9	25.3	0.3					124.9
01N	38E	14																0.3	0.3
01N	38E	23	11.1			5.6													16.7
01N	38E	24					1.4	32.8	34.6	5.3	1.3	8.4							83.8
Total Acres (for irrigation use)																			353.9

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:

Two points of diversion equipped with a flowmeter.

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

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

- 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 will be served by City of Ammon Municipal water rights.

- 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:

25-7669 provides water to 65 homes. 25-14274 provides water to LDS Church. 25-14315 provides 0.02 cfs of irrigation use.

- 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:

25-14312 was accepted into the water supply bank on September 29, 2015.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/30/2016

WATER RIGHT NO. 25-14312

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ERIKA SPEIRS
Current Owner	SHAWN D SPEIRS 6270 E SHARPTAIL RD AMMON, ID 83401 (208)529-9631
Original Owner	ZEE M MC DANIEL 1677 S FOOTHILL RD IDAHO FALLS, ID 83401 (208)522-9148

Priority Date: 08/10/1966

Basis: Decreed

Status: Active

Water Supply Bank 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	04/01	11/01	0.02 CFS	3.8 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SENE|Sec. 30|Township 02N|Range 39E|BONNEVILLE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

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<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>
02N	39E	30		SWNE	1.1									

Total Acres: 1.1

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 09/30/2005

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: And

Water District Number:

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

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

Water Supply Bank:

Lessor Name(s): ERIKA SPEIRS
SHAWN D SPEIRS

Lease Status: Active

Lease Amount: 3.8

Rental Availability: 3.8

Date Received: 9/29/2015

Lease Begin Date: 9/29/2015

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APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

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

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (**GIS**) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

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

B. CHANGES IN NATURE OF USE (Water Balance)

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by 50 Date 6/30/16 Preliminary check by _____ Date _____

Fee paid 200 Date 6/30/16 Received by SC Receipt # E042244

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

State of Idaho
Department of Water Resources
Water Right
25-14312

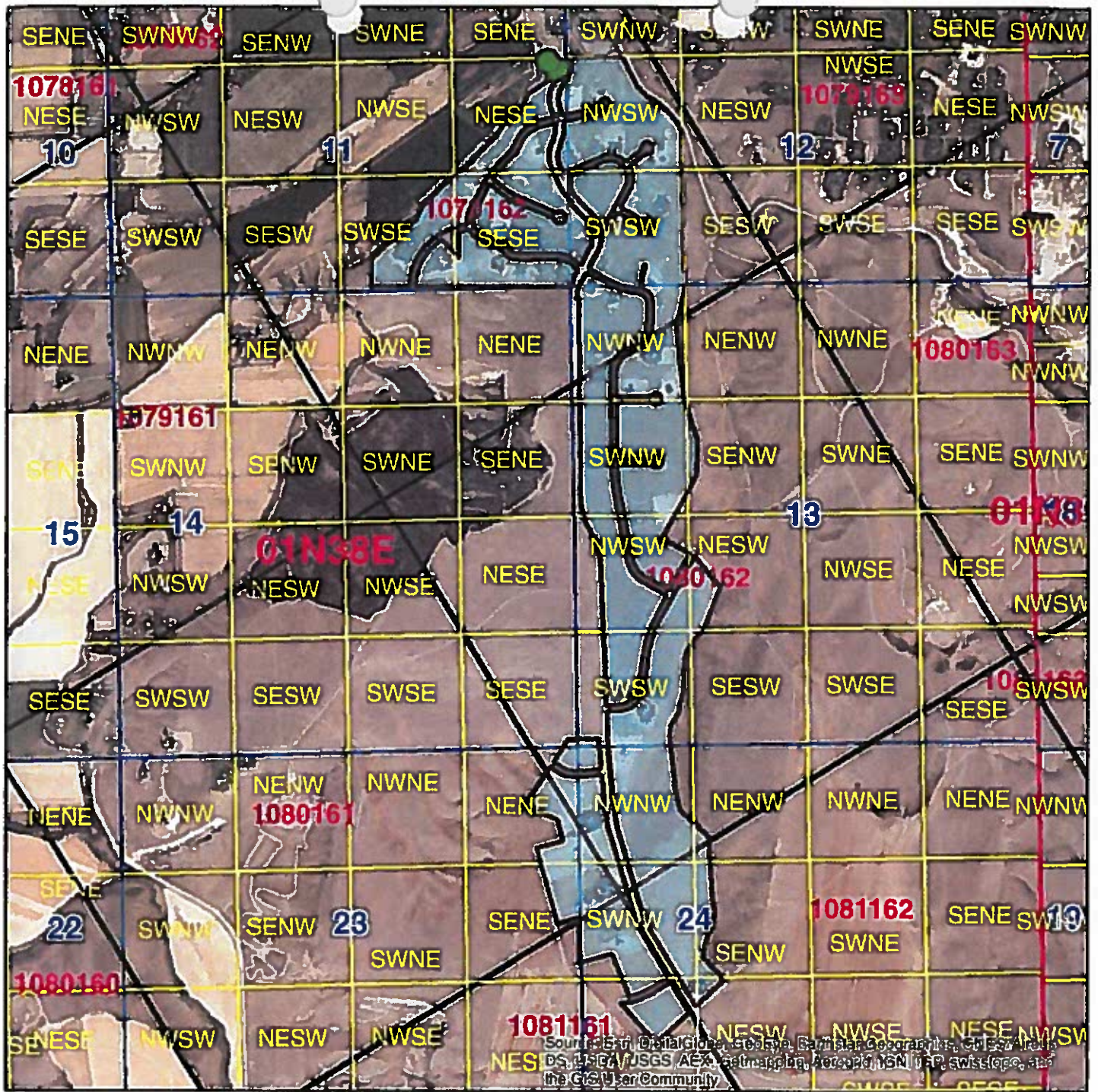


- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections

0 0.035 0.07 0.14 Miles

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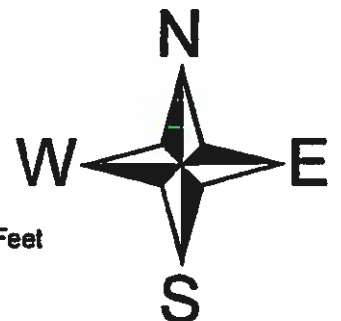


Legend

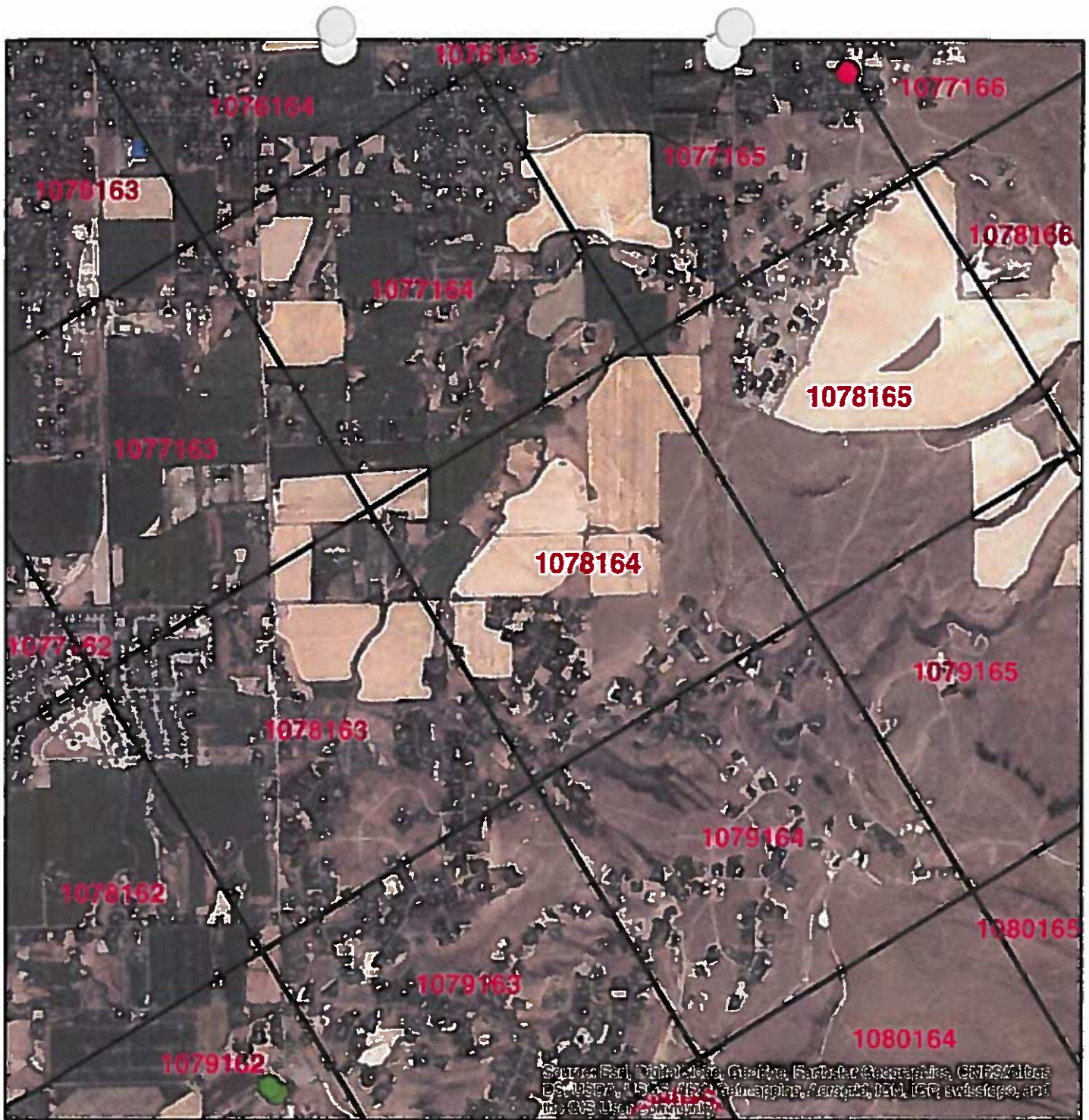
-  Proposed Points of Diversion
-  Permissible_Place_of_use
-  Township/Range
-  Sections
-  QQ
-  ESPAM2_ModelGrid_06092011

0 950 1,900 3,800 Feet

1 inch = 1,614 feet



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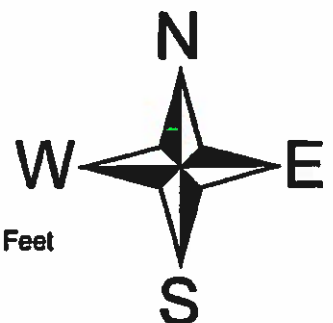


Legend

- Current_Point_of_Diversion.
- Proposed Points of Diversion
- ESPAM2_ModelGrid_06092011

0 1,400 2,800 5,600 Feet

1 inch = 2,314 feet



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ENHANCED GROUND-WATER RIGHTS TRANSFER SPREADSHEET

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPARTMENT OF WATER

Cells this color are set up for user entries

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

YEAR

1966

SEASON

SUMMER

TRANSFER NO:

TRANSFER NAME

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	79	77		
COLUMN	162	165		

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
SUM 1966	0	1	1	0	0	0	0
WIN 1966	0	1	1	0	0	0	0
SPR 1967	0	1	1	0	0	0	0
SUM 1967	0	1	1	0	0	0	0
WIN 1967	0	1	1	0	0	0	0
SPR 1968	0	1	1	0	0	0	0
SUM 1968	0	1	1	0	0	0	0
WIN 1968	0	1	1	0	0	0	0
SPR 1969	0	1	1	0	0	0	0
SUM 1969	0	1	1	0	0	0	0
WIN 1969	0	1	1	0	0	0	0
SPR 1970	0	1	1	0	0	0	0
SUM 1970	0	1	1	0	0	0	0
WIN 1970	0	1	1	0	0	0	0
SPR 1971	0	1	1	0	0	0	0
SUM 1971	0	1	1	0	0	0	0
WIN 1971	0	1	1	0	0	0	0
SPR 1972	0	1	1	0	0	0	0
SUM 1972	0	1	1	0	0	0	0
WIN 1972	0	1	1	0	0	0	0

Entering Dates

Enter the starting year and season of the analysis period. (Spring is Jul, Aug, Sep and Oct; Summer is Jul, Aug, Sep and Oct; Winter is Nov, Dec, Jan and Feb). Once you have entered the starting date, the date only needs to be updated once per year. Modifying the date does not affect the model results.

Entering Well Locations

Enter the row and column location for the 'TO' well. Enter the row and column location for the 'FROM1' well. Enter the row and column location for the 'FROM2' well. If the 'FROM2' well is not to be used, enter 0. If the 'FROM3' well is not to be used, enter 0. The 'FROM3' well cannot be used if the 'FROM2' well is not to be used.

Running the Model

Once the model cells have been entered, push the 'RUN MODEL' button to get the model results. The model needs to be re-run if the location of the wells has changed.

Getting the Model Output

Once the model has been run, the model output will be displayed. This prepares the data for the next step.

Entering water use data

All water use should be entered in the 'TO' well column. For instructions on multiple water use, see the manual.

Entering 'TO' Well Projected Water Use

Enter the projected water use for the 'TO' well. The water use should start in the first trimester (4-1).

Entering 'FROM' Well 'With Transfer' Water Use

Enter the 'With Transfer' water use for the second 'FROM' well in Column 165.

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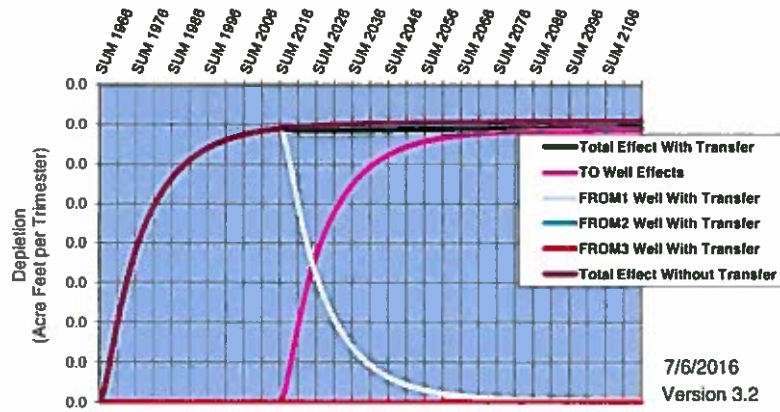
SUM 1988	0	1	1	0	0	0	0
WIN 1988	0	1	1	0	0	0	0
SPR 1989	0	1	1	0	0	0	0
SUM 1989	0	1	1	0	0	0	0
WIN 1989	0	1	1	0	0	0	0
SPR 1990	0	1	1	0	0	0	0
SUM 1990	0	1	1	0	0	0	0
WIN 1990	0	1	1	0	0	0	0
SPR 1991	0	1	1	0	0	0	0
SUM 1991	0	1	1	0	0	0	0
WIN 1991	0	1	1	0	0	0	0
SPR 1992	0	1	1	0	0	0	0
SUM 1992	0	1	1	0	0	0	0
WIN 1992	0	1	1	0	0	0	0
SPR 1993	0	1	1	0	0	0	0
SUM 1993	0	1	1	0	0	0	0
WIN 1993	0	1	1	0	0	0	0
SPR 1994	0	1	1	0	0	0	0
SUM 1994	0	1	1	0	0	0	0
WIN 1994	0	1	1	0	0	0	0
SPR 1995	0	1	1	0	0	0	0
SUM 1995	0	1	1	0	0	0	0
WIN 1995	0	1	1	0	0	0	0
SPR 1996	0	1	1	0	0	0	0
SUM 1996	0	1	1	0	0	0	0
WIN 1996	0	1	1	0	0	0	0
SPR 1997	0	1	1	0	0	0	0
SUM 1997	0	1	1	0	0	0	0
WIN 1997	0	1	1	0	0	0	0
SPR 1998	0	1	1	0	0	0	0
SUM 1998	0	1	1	0	0	0	0
WIN 1998	0	1	1	0	0	0	0
SPR 1999	0	1	1	0	0	0	0
SUM 1999	0	1	1	0	0	0	0
WIN 1999	0	1	1	0	0	0	0
SPR 2000	0	1	1	0	0	0	0
SUM 2000	0	1	1	0	0	0	0
WIN 2000	0	1	1	0	0	0	0
SPR 2001	0	1	1	0	0	0	0
SUM 2001	0	1	1	0	0	0	0
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WIN 2002	0	1	1	0	0	0	0
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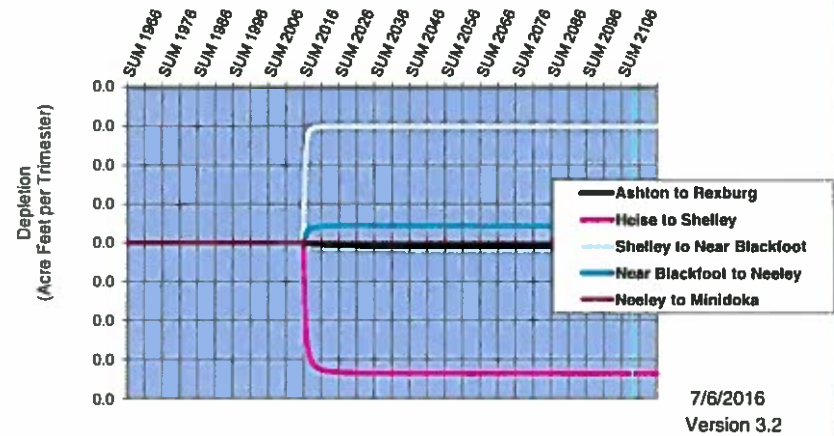
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SUM 2021	1	0	1	0	0	0	0

WIN 2021	1	0	1	0	0	0	0	0	0
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SPR 2027	1	0	1	0	0	0	0	0	0
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SUM 2035	1	0	1	0	0	0	0	0	0
WIN 2035	1	0	1	0	0	0	0	0	0
SPR 2036	1	0	1	0	0	0	0	0	0
SUM 2036	1	0	1	0	0	0	0	0	0
WIN 2036	1	0	1	0	0	0	0	0	0
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SPR 2038	1	0	1	0	0	0	0	0	0

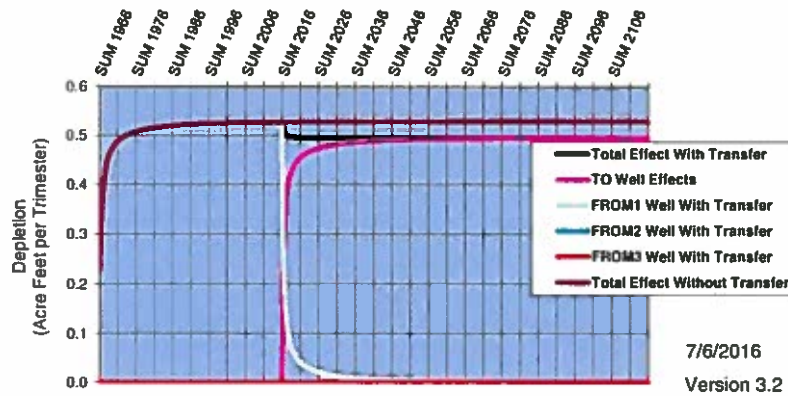
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Customer Name: Transfer No:



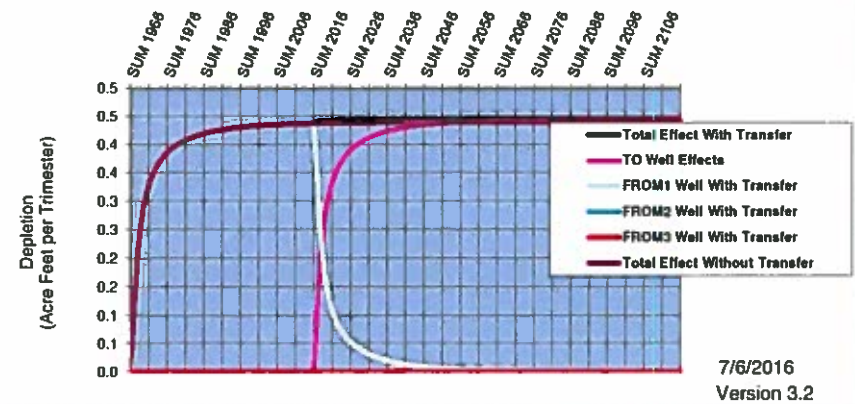
Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



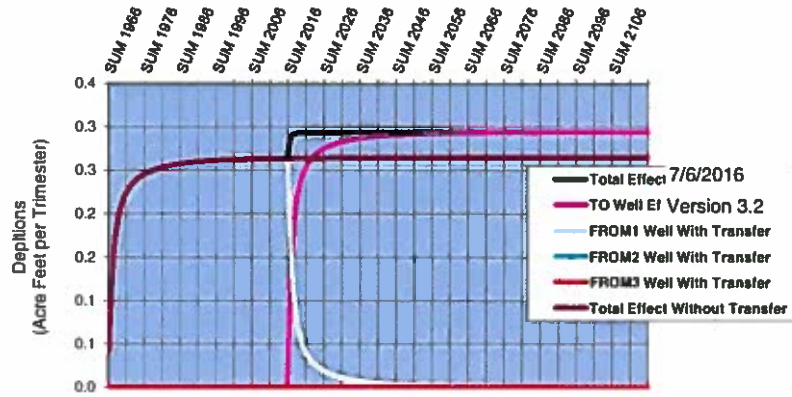
Hydrologic Response--Heise to Shelley
Customer Name: Transfer No:



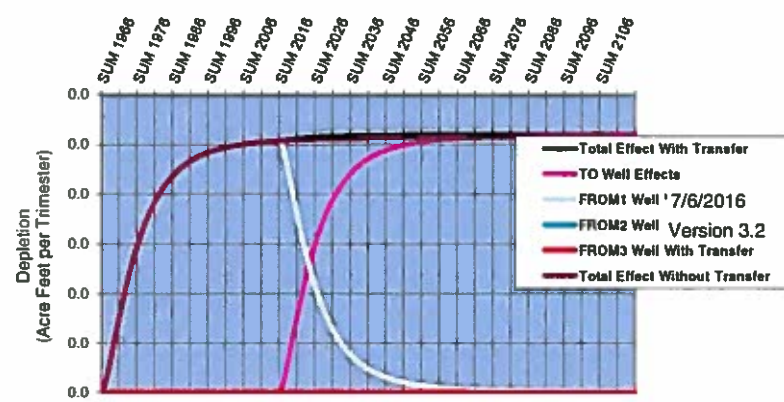
Hydrologic Response--Near Blackfoot to Neeley
Customer Name: Transfer No:



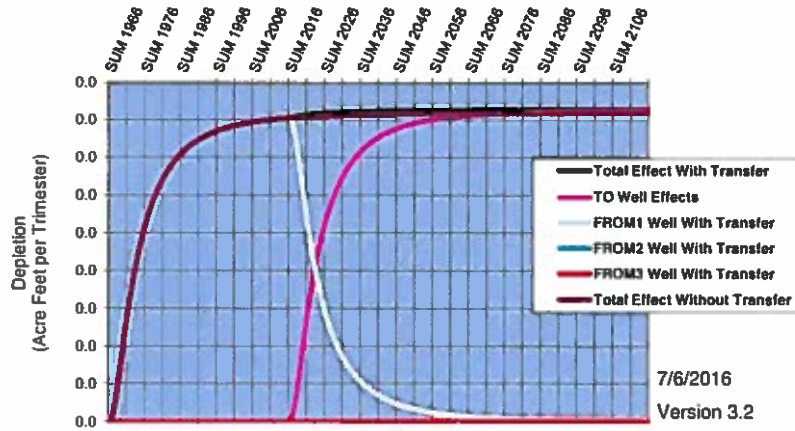
Hydrologic Response--Shelley to Near Blackfoot
Customer Name:
Transfer No:



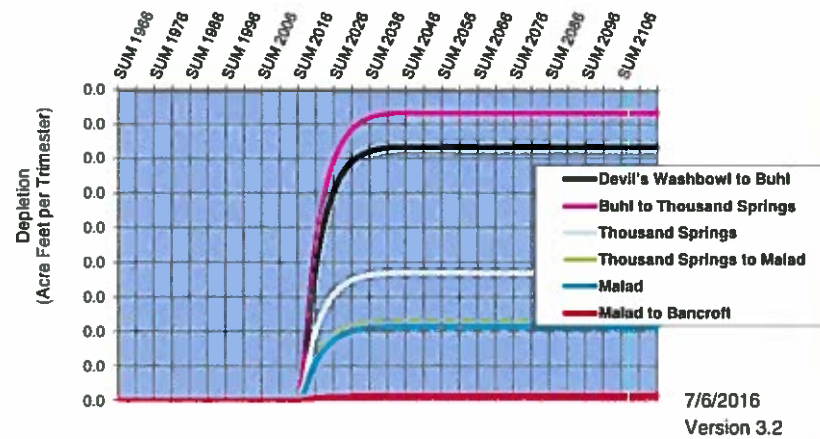
Hydrologic Response-- Neeley to Minidoka
Customer Name:
Transfer No:



Hydrologic Response—Devil's Washbowl to Buhl
Customer Name: Transfer No:



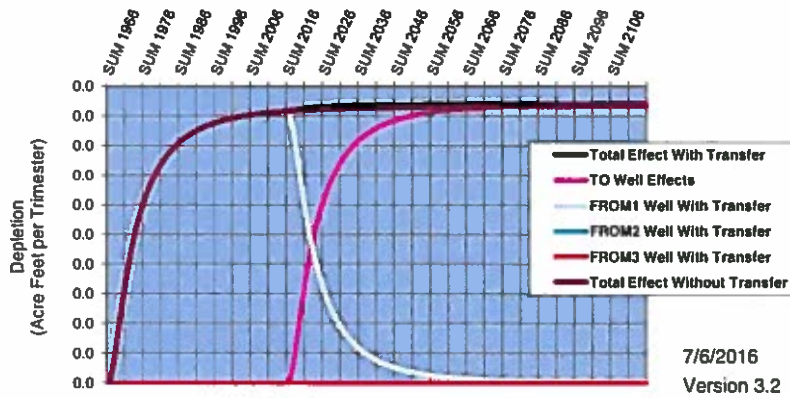
Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



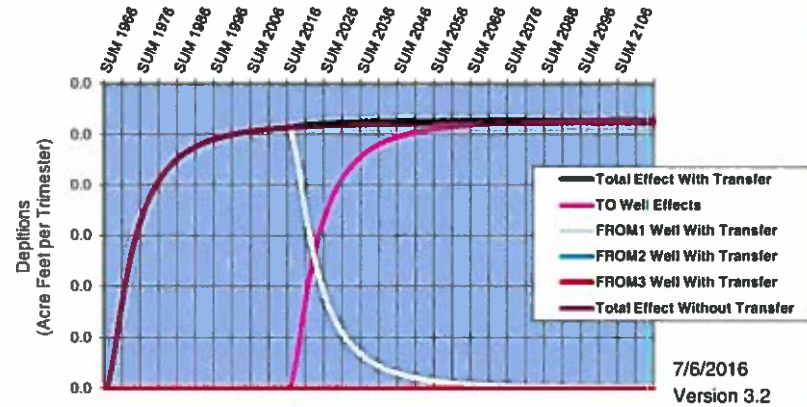
Customer Name:

Transfer No:

Hydrologic Response—Buhl to Thousand Springs
Customer Name: Transfer No:

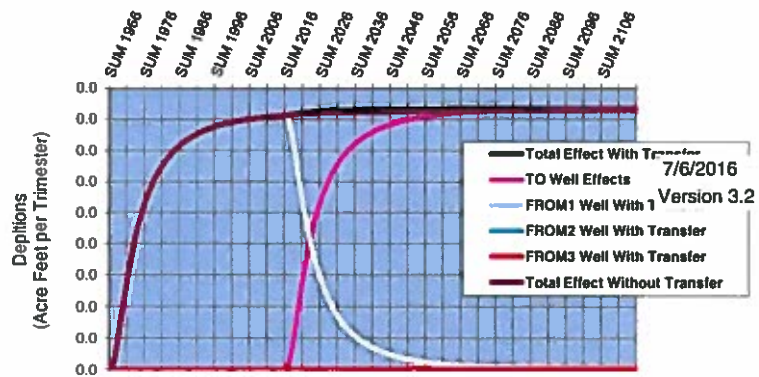


Hydrologic Response—Thousand Springs to Malad
Customer Name: Transfer No:

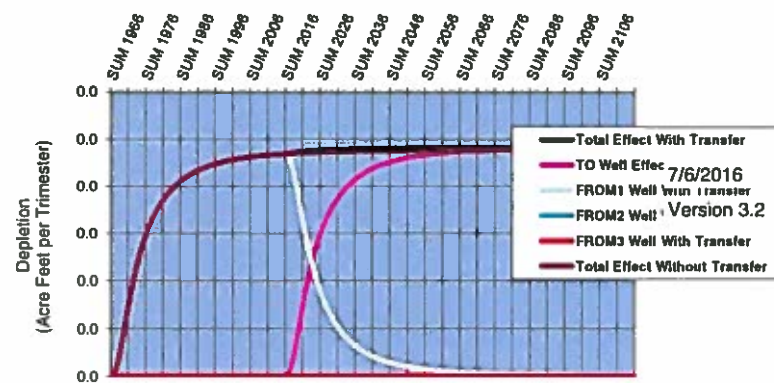


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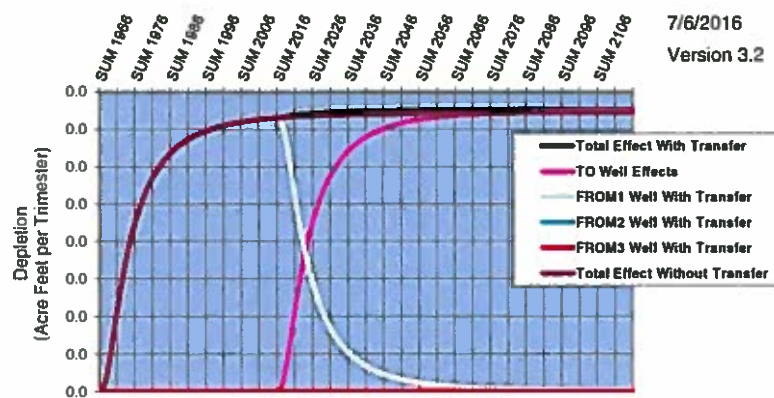
Hydrologic Response--Thousand Springs
 Customer Name: Transfer No:



Hydrologic Response-- Malad
 Customer Name: Transfer No:



Hydrologic Response-- Malad to Bancroft
 Customer Name: Transfer No:



WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Shawn Speirs and Erica Speirs, 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 in Ammon, Idaho 83406, and Seller is the owner of Water Right #25-14312 for 1.1 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 must be 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 1.1 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 Buyers shall own the property jointly in the proportions set forth in the Well Agreement between the parties dated February 2, 2012.

4. Conditions to closing:

a. Regulatory Approval. Approval of the Water Rights Transfer must be given by IDWR prior to transfer of the purchase funds to Seller.

b. **Inability to Transfer.** If Seller shall not be able to convey the Water Rights to Buyers due to defects in title, or failure to obtain approval of IDWR within thirty (30) days of the execution of the Agreement, all obligations of all parties hereunder shall cease.

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

6. **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.

7. **Expenses.** The parties agree that the expenses incurred in connection with the Water Rights Transfer, and not otherwise allocated in this Agreement, including payment of all transfer fees to be paid to Idaho Department of Water Resources, will be borne by the Buyers.

8. **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.

9. 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' obligations hereunder.

10. 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.

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

12. 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.

13. 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.

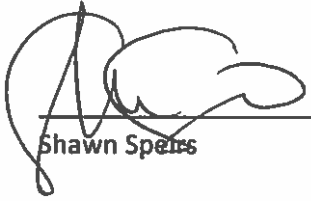
14. Execution of Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and by each party on separate counterparts, each of such counterparts being deemed by the parties to be an original instrument; and all of such counterparts, taken together, shall be deemed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

15. 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.

SELLER

DATED: 6/1/2016


Shawn Speirs


Erica Speirs

BUYERS

DATED: 6-8-16


BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: _____

ITS: _____

DATED: 6-8-16


IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.

BY: Ammon Hartner

ITS: President

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APPLICATION FOR TRANSFER OF WATER RIGHT ATTACHMENT WSB: TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK

Approval of a transfer application will not impact the terms of a Water Supply Bank Lease Contract. Any transferred water right or portion of a water right that is leased to the Water Supply Bank (Bank) shall remain unused while the lease is active.

If the transfer proposes to relocate the place of use of an irrigation water right, and the relocated acres include land currently idled due to a Bank lease contract, the applicant is required to identify the areas that will be idled at the new place of use for the duration of the lease contract. The acres to be idled should be clearly identified on the map created for Attachment 7B of the transfer application. The applicant should confirm the map is attached when completing the table below. If the leased portion of the place of use is not proposed to be relocated, a map is not required.

A Bank lease contract shall remain in effect until it expires, a new lease proposal is processed to replace it, or the water right is released from the Bank through written confirmation issued by the Water Resource Board. If the proposed transfer is approved, the water right owner will be provided sufficient time to allow the lease contract to expire before beneficial use of water at the new place of use will be expected. Meanwhile, water rights leased to the Bank are protected from forfeiture for the duration of the lease contract.

Water right owners who would like to adjust the terms of their lease contracts can either submit a new lease proposal on an Application to Lease a Water Right to the Water Supply Bank form, or they can request early termination of their lease contracts by completing a Request to Release a Water Right from the Water Supply Bank form. If a water right is leased to the Bank, and it is currently being rented from the Bank, the lease cannot be reduced or terminated until the rental agreement concludes. A request to release a water right or to submit a new lease application should be sent to the Department's state office. To find out if there are any rentals associated with a leased water right, please call a Bank representative at the Department at 208-287-4800.

In the table below, please provide the requested information for any water right that is both proposed for transfer and leased to the Bank. The information needed to complete this table can be found in your Bank lease contract. A copy of your lease contract can be obtained using the 'Search Water Rights' option on the Department's internet page at www.idwr.idaho.gov or by contacting any Department office.

Water Right Number	Lease Contract Expiration Date	Water Right Quantities Leased to the Bank			Map Attachment 7B Clearly Identifies Idled Place of Use at New Location
		Rate (cfs)	Volume (AF)	Acres	
25-14312	12/31/2019	0.02	3.9	1.1	Attached? ☒ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐

Is the ownership of the water right(s) leased to the Bank being changed? ☐ Yes ☒ No

- ☐ If yes and there are multiple owners, attach a Lessor Designation form.
☐ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.

Additional Information:

Once transfer is approved, Right 25-14312 will be conveyed to Blackhawk HOA and Iron Rim Ranch HOA. When ownership of the water right is conveyed, a Notice of Change in Water Right Ownership will be submitted to the Department.

Agency Use Only: Personnel processing transfer applications should forward a copy of this attachment, the original Lessor Designation form and/or IRS Form W-9, if received, to the State Office.