

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 Homeowners Association, Inc. and Iron Rim Ranch Home Owners Association, Inc.

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 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: _____

RECEIVED

MAY 27 2016

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant(s) Blackhawk HOA and Iron Rim Ranch HOA Phone 208-390-7073Mailing address 8070 Blackhawk Dr / 9936 Henry Creek Rd., Idaho Falls, ID 83406 Email _____

- ☐ 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 Daniel Beck Phone 208-524-5400Mailing 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.

Colvin Jergins
Signature of Applicant or Authorized Representative

Colvin Jergins, President Blackhawk HOA
Print Name and Title if applicable

5/24/2016
Date

Ammon Hartner
Signature of Applicant or Authorized Representative

Ammon Hartner, President, Iron Rim Ranch
Print Name and Title if applicable

5/24/16
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 these water rights to provide 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 rights 25-14305, 25-14307, and 25-14308.

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 ☒ ☐	25-14305	0.02/3.5	Irrigation	4/01 to 11/01	Groundwater
☒ ☐	25-14307	0.02/3.5	Irrigation	4/01 to 11/01	Groundwater
☒ ☐	25-14308	0.02/3.5	Irrigation	4/01 to 11/01	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.06 cfs and/or 10.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.06 cubic feet per second and/or 10.5 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:

25-14305, 25-14307, and 25-14308 were accepted into the water supply bank on September 29, 2015.

Close

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

5/24/2016

WATER RIGHT NO. 25-14305

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JENNIFER L TALL
Current Owner	MICHAEL A TALL 2230 PTARMIGAN WAY AMMON, ID 83401 (208)524-0284
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	3.5 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

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

80938 1

Place(s) of use:

Place of Use Legal Description: IRRIGATION BONNEVILLE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
02N	39E	30		SENE 1										

Total Acres: 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:

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5/24/2016

Water Right Report

Lessor Name(s): JENNIFER L TALL
MICHAEL A TALL

Lease Status: Active

Lease Amount: 3.5

Rental Availability: 3.5

Date Received: 9/29/2015

Lease Begin Date: 9/29/2015

Expiration Date: 12/31/2019

Close

80938


[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

5/4/2016

WATER RIGHT NO. 25-14308

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DARLA J PYPER
Current Owner	LON A PYPER
	2391 S QUAIL RIDGE DR
	AMMON, ID 83406
	(208)523-1799
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	3.5 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

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

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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 rights(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**

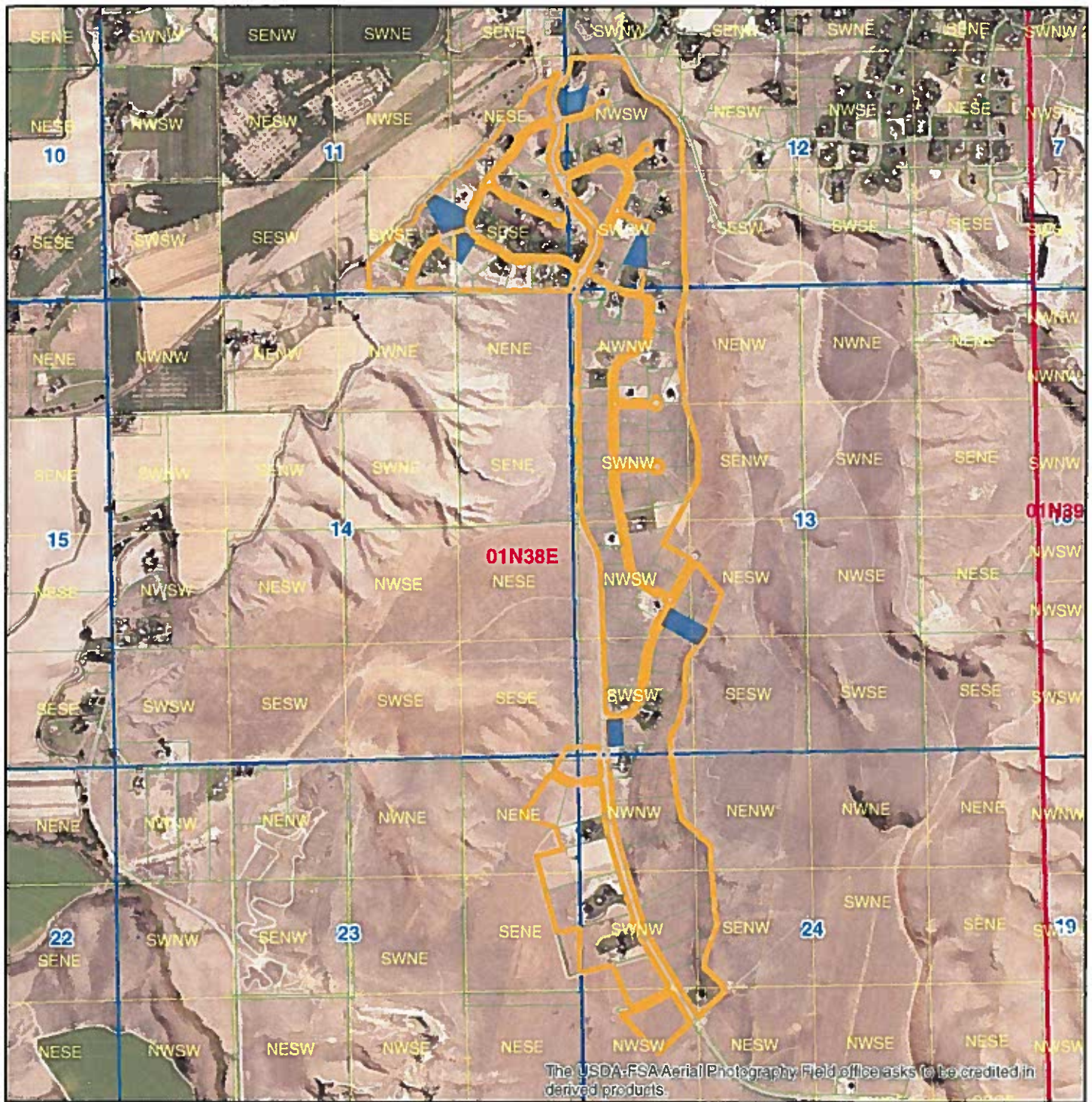
Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$100.00 Date 5/19/2016 Received by SR Receipt # F042104

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)

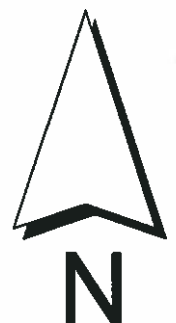


Legend

- Proposed irrigation place of use 2016
- Permissible Place of use
- Taxlots
- Township/Range
- Sections
- QQ

0 900 1,800 3,600 Feet

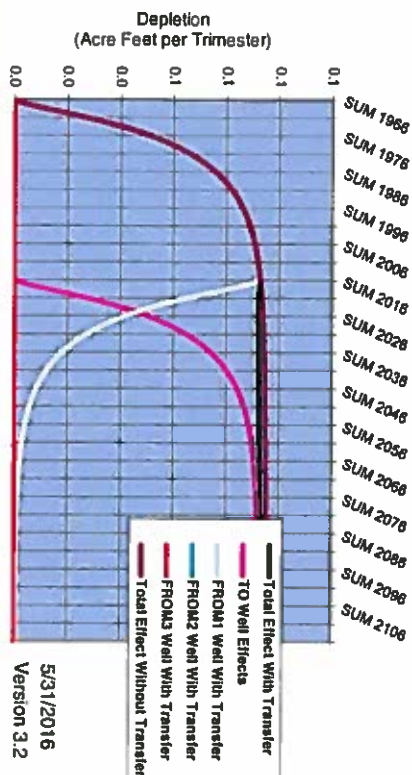
1 inch = 1,636 feet



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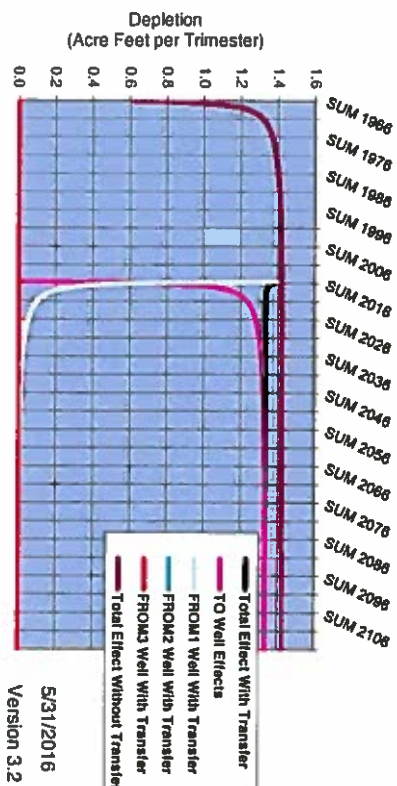
Hydrologic Response--Ashion to Rexburg

Customer Name: Transfer No:



Hydrologic Response--Halse to Shelley

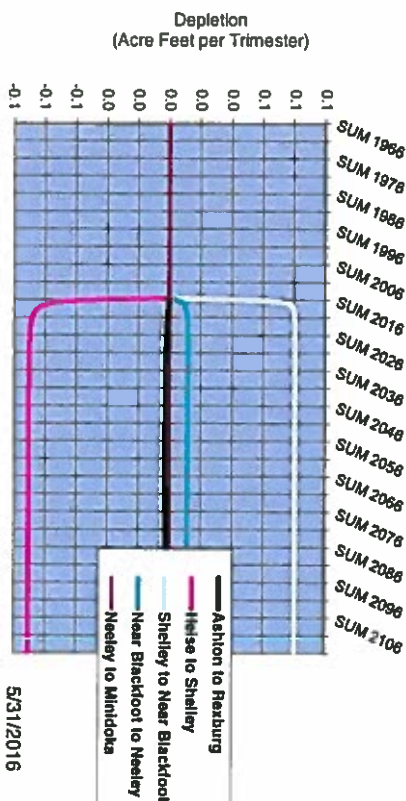
Customer Name: Transfer No:



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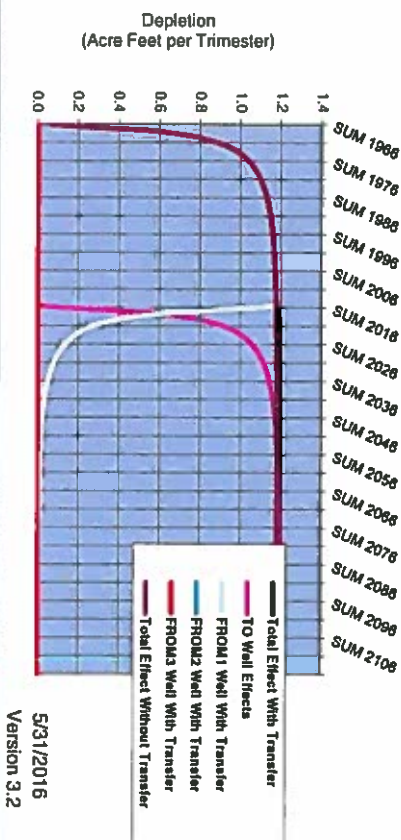
Customer Name:

Transfer No:



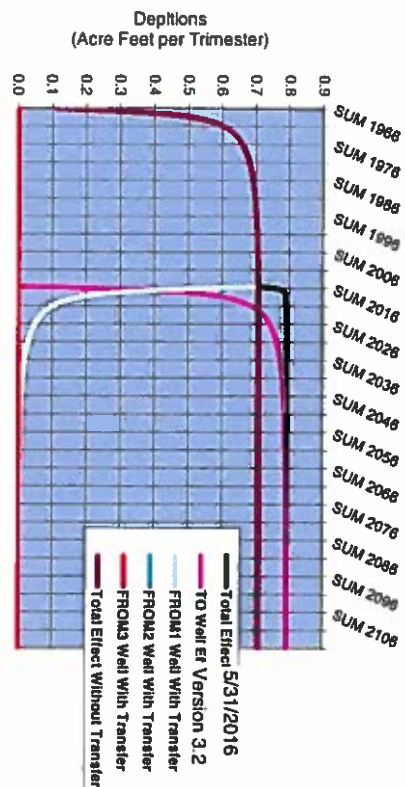
Hydrologic Response--Near Blackfoot to Neeley

Customer Name: Transfer No:



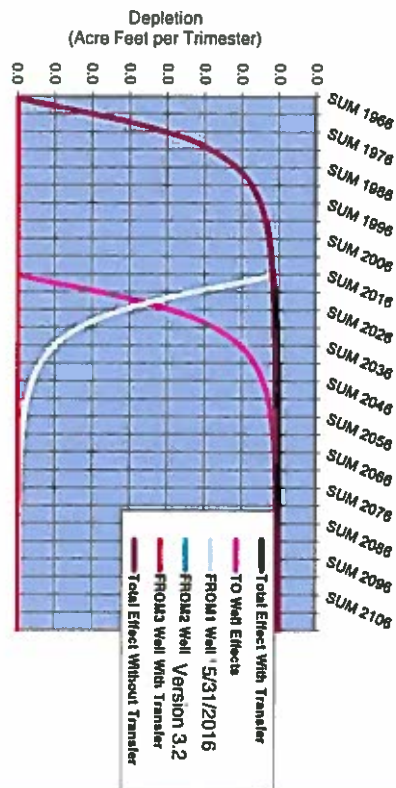
Hydrologic Response--Shelley to Near Blackfoot

Customer Name: Transfer No:



Hydrologic Response--Neeley to Mindoka

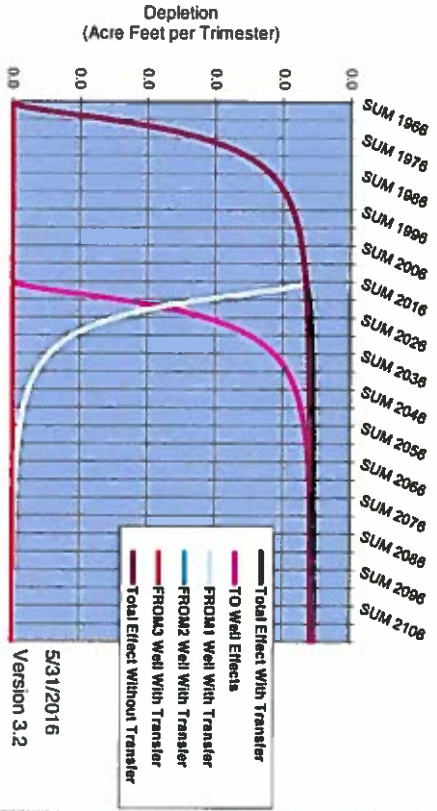
Customer Name: Transfer No:



Hydrologic Response--Devil's Washbowl to Buhl

Customer Name:

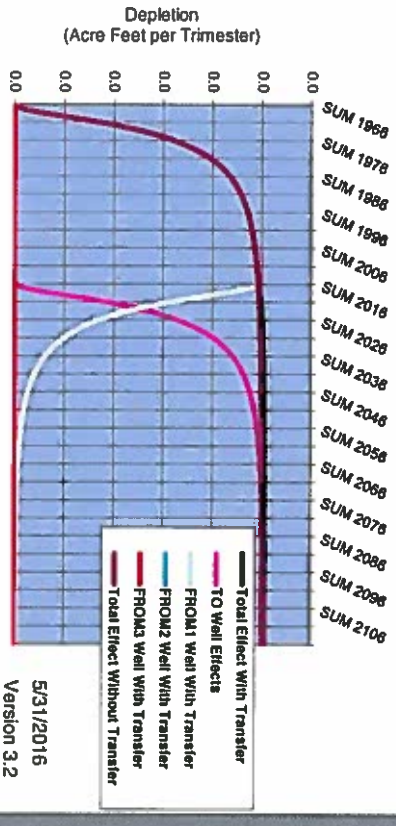
Transfer No:



Hydrologic Response--Buhl to Thousand Springs

Customer Name:

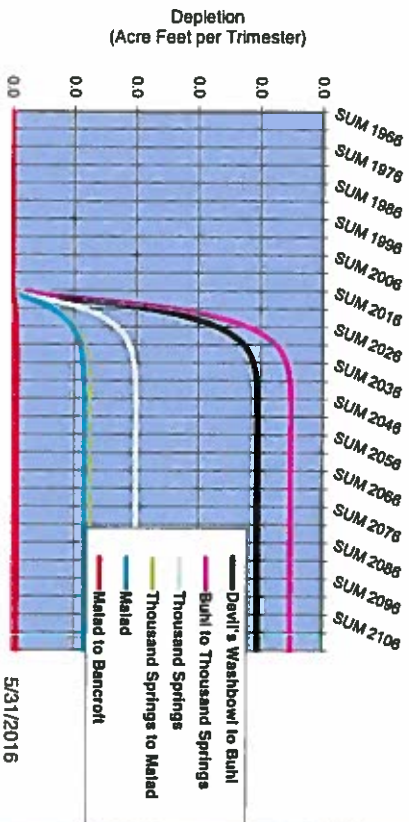
Transfer No:



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

Customer Name:

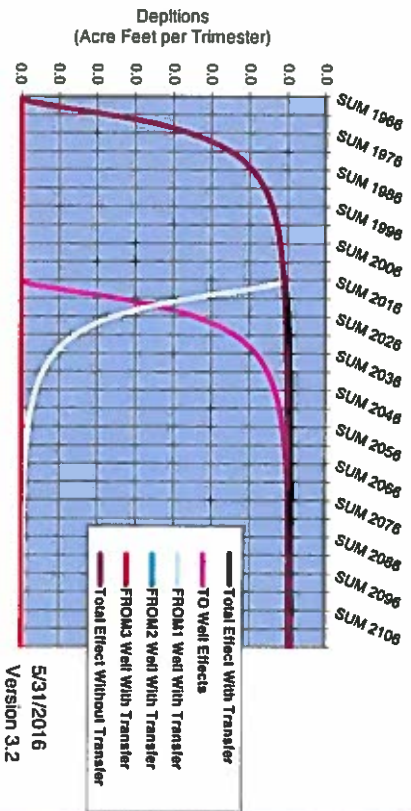
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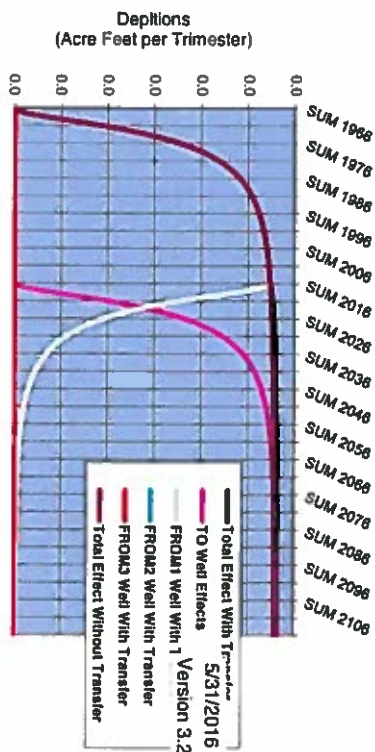
Hydrologic Response--Thousand Springs to Malad

Customer Name:

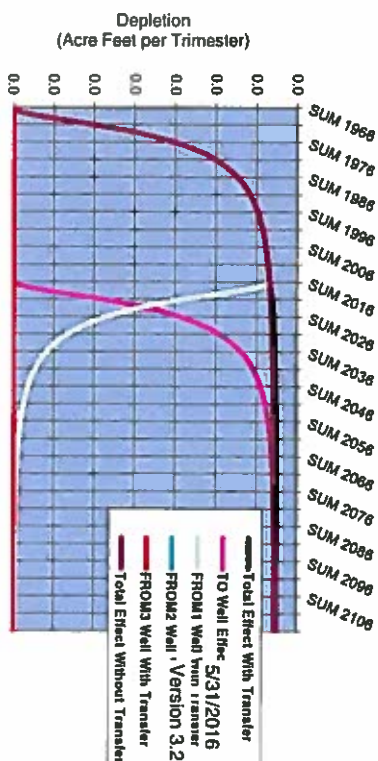
Transfer No:



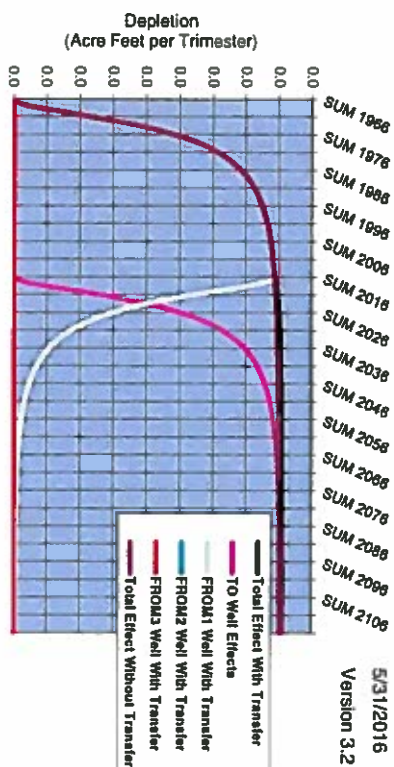
Hydrologic Response—Thousand Springs Customer Name: Transfer No:



Hydrologic Response—Malad Customer Name: Transfer No:



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



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:

1 2 3 4

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

Entering Dates
Enter the starting year and season of the analysis period. (Spring Summer is Jul, Aug, Sep and Oct)
Once you have entered the start date, the date only needs to be updated. Modifying the date does not automatically update the well locations.

Entering Well Locations
Enter the row and column local coordinates for each well.
Enter the row and column local coordinates for each well.
Enter the row and column local coordinates for each 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 used.

Running the Model
Once the model cells have been set up, click the 'RUN MODEL' button to generate the output. The model needs to be re-run if the location of any well has changed.
Getting the Model Output
Once the model has been run, click the 'GET OUTPUT' button to prepare the model output. This prepares the output for use in the spreadsheet.
Entering water use data
All water use should be entered for each time step on multiple wells.
Entering 'TO' Well Projected Water Use
Enter the projected water use for the 'TO' well in the trimester (4-1).
Entering 'FROM' Well 'With Transfer' Water Use
Enter the 'With Transfer' water use for the 'FROM' well in Col.

TRIMESTER OF ACTIVITY	TO WELL Projected Use		FROM1 WELL		FROM2 WELL		FROM3 WELL	
	AF/TRIMESTER	With Transfer	Without Transfer	With Transfer	Without Transfer	With Transfer	Without Transfer	With Transfer
SUM 1966	0	4	4	4	0	0	0	0
WIN 1966	0	4	4	4	0	0	0	0
SPR 1967	0	4	4	4	0	0	0	0
SUM 1967	0	4	4	4	0	0	0	0
WIN 1967	0	4	4	4	0	0	0	0
SPR 1968	0	4	4	4	0	0	0	0
SUM 1968	0	4	4	4	0	0	0	0
WIN 1968	0	4	4	4	0	0	0	0
SPR 1969	0	4	4	4	0	0	0	0
SUM 1969	0	4	4	4	0	0	0	0
WIN 1969	0	4	4	4	0	0	0	0
SPR 1970	0	4	4	4	0	0	0	0
SUM 1970	0	4	4	4	0	0	0	0
WIN 1970	0	4	4	4	0	0	0	0
SPR 1971	0	4	4	4	0	0	0	0
SUM 1971	0	4	4	4	0	0	0	0
WIN 1971	0	4	4	4	0	0	0	0
SPR 1972	0	4	4	4	0	0	0	0
SUM 1972	0	4	4	4	0	0	0	0
WIN 1972	0	4	4	4	0	0	0	0

[illegible]

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Lon Pyper and Darla Pyper, 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 2391 S. Quail Ridge Dr., Ammon, Idaho 83406, and Seller is the owner of Water Right #25-14308 for 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 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. 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.

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, including payment of all transfer fees to be paid to Idaho Department of Water Resources, 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' 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.

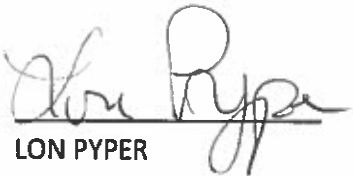
12. **Applicable Law.** This Agreement, and each and every document related to this Agreement, shall be governed by, and be construed in accordance with, the laws of the State of Idaho.

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.

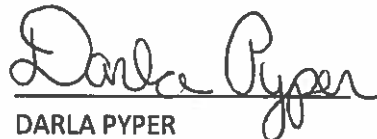
14. **Binding Effect & Reliance.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this Agreement specifically agree that this Agreement shall be binding upon them, and each of them, once both of them 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


LON PYPER

DATED: 5.24.16


DARLA PYPER

BUYERS

DATED: 5-24-2016

Colin Ferguson

BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colvin Ferguson

ITS: President

DATED: 5/24/16

Ammon Hartner

IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.

BY: Ammon Hartner

ITS: President

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Michael Tall and Jennifer Tall, 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 2230 Ptarmigan Way., and Seller is the owner of 25-14305 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 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 1.01 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 within sixty (60) days of 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 (90) days of the execution of the Agreement, all obligations of all parties hereunder shall cease.

5. Instrument of Transfer of Water Right. Buyer 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, 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's 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.

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.

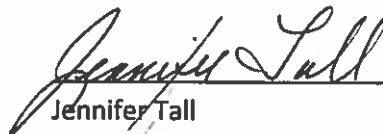
IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement on the respective dates indicated below, the latest of which is the effective date of this Agreement.

SELLER

DATED: 5/24/16



Michael Tall



Jennifer Tall

BUYERS

DATED: 5-24-2016

Colin E. Jerking

BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colin E. Jerking

ITS: President

DATED: 5-24-16

Ammon Hartner

IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.

BY: Ammon Hartner

ITS: President

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Trent Nelson and Michelle Nelson, 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 2190 Ptarmigan Way, Ammon, Idaho 83406, and Seller is the owner of 25-14307 for 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 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. 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.

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, including payment of all transfer fees to be paid to Idaho Department of Water Resources, 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' 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: May 25, 2016

Trent Nelson

TRENT NELSON

Trent Nelson

TDN NELSON

M. Nelson

MICHELLE NELSON

Michelle Nelson

MN NELSON

BUYERS

DATED: _____

DATED: _____

BLACK HAWK HOMEOWNERS ASSOCIATION, INC.
OWNERS

BY: _____

ITS: _____

IRON RIM RANCH HOME

ASSOCIATION, INC.

BY: _____

ITS: _____

BUYERS

DATED: 5-24-2016

Colem E. Perkins
BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colem E. Perkins

ITS: President

DATED: 5-24-16

Ammon Hartner
IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.

BY: Ammon Hartner

ITS: President

**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	
25-14305	12/31/2019	0.02	3.5	1	Attached? ☒ or No Change ☐
25-14307	12/31/2019	0.02	3.5	1	Attached? ☒ or No Change ☐
25-14308	12/31/2019	0.02	3.5	1	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, Rights 25-14305, 25-14307, and 25-14308 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.

RECEIVED

MAY 19 2016

Department of Water Resources
Eastern Region

Transfer No.

80938

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 Homeowners Association, Inc. and Iron Rim Ranch Home Owners Association, Inc.

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

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 _____

- ☐ 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.

Colvin Jergins
Signature of Applicant or Authorized Representative

Colvin Jergins, President
Print Name and Title if applicable

5-19-2016
Date

Ammon Hartner
Signature of Applicant or Authorized Representative

Ammon Hartner
Print Name and Title if applicable

5-19-16
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 rights 25-14307 and 25-14308.

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 ☒ ☐	25-14307	0.02/3.5	Irrigation	4/01 to 11/01	Ground Water
☒ ☐	25-14308	0.02/3.5	Irrigation	4/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.04 cfs and/or 7 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.04 cubic feet per second and/or 73.5 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:

25-14307 and 25-14308 were accepted into water supply bank September 29, 2015.

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**

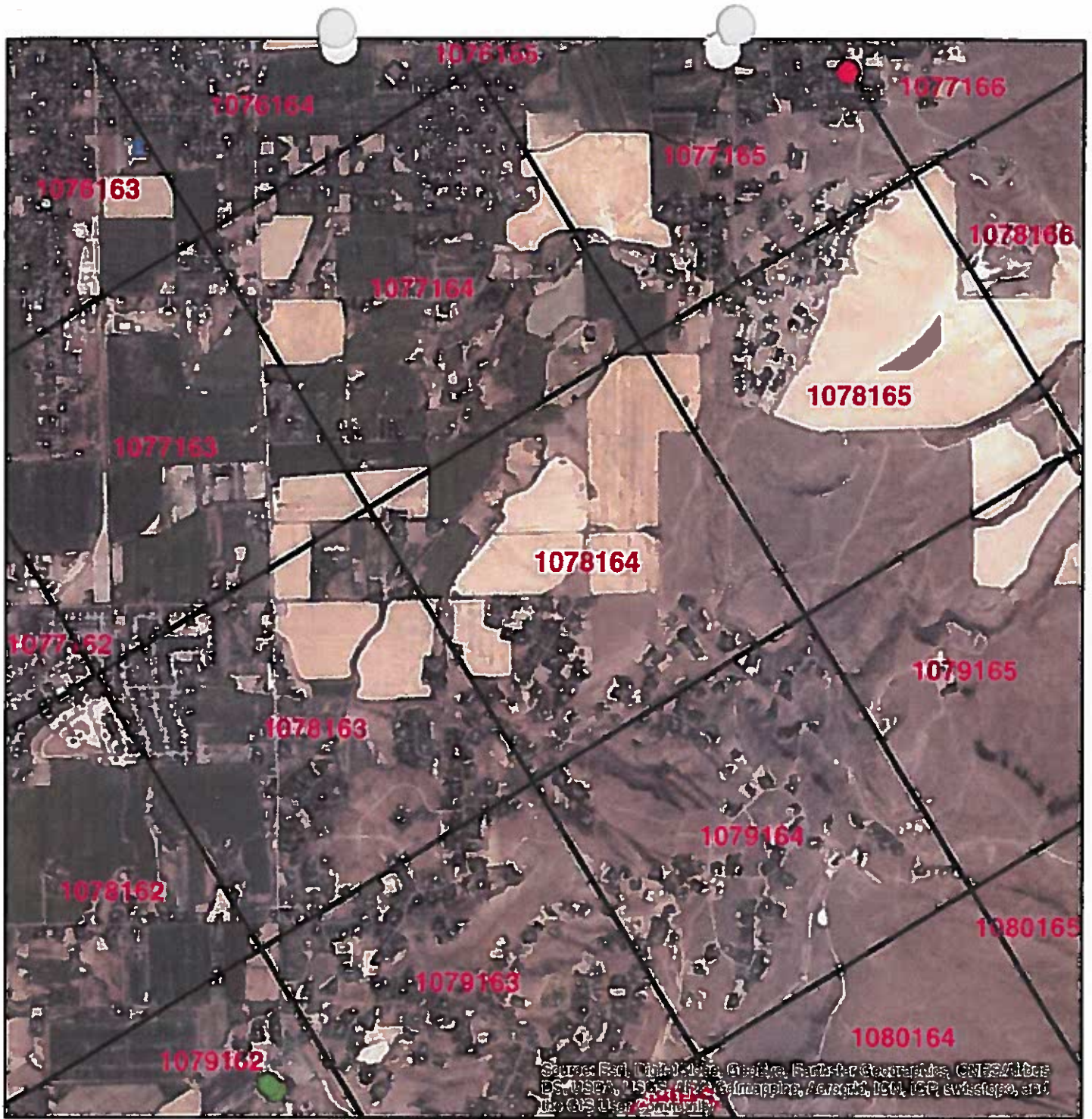
Transfer contains _____ **pages and** _____ **attachments.**

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$200. - Date 5/19/2016 Received by [Signature] Receipt # E042104

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)

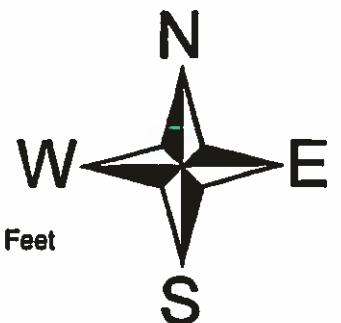


Legend

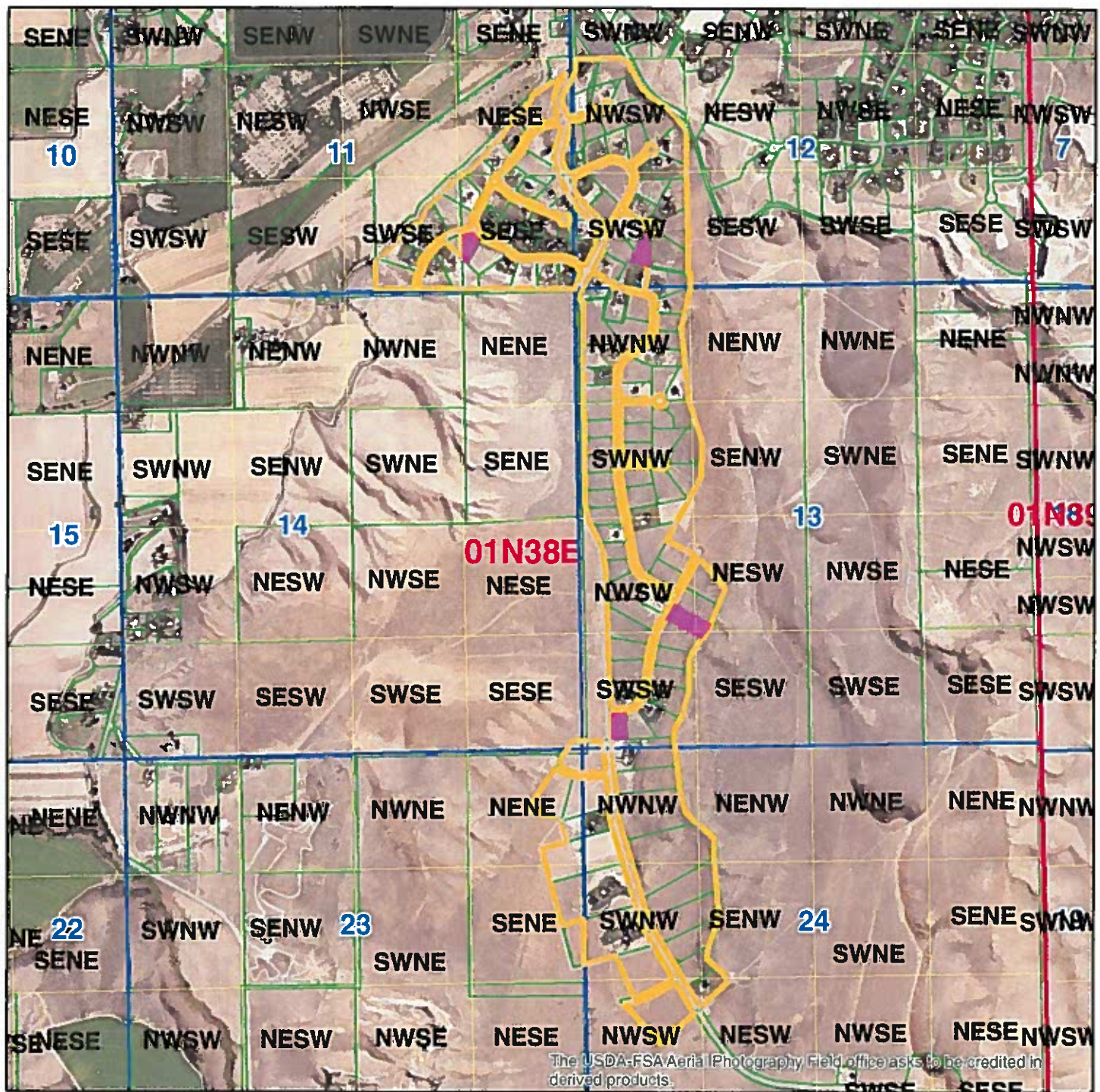
- Current_Point_of_Diversion_25-14315
- Proposed Points of Diversion
- ESPAM2_ModelGrid_06092011

0 1,400 2,800 5,600 Feet

1 inch = 2,314 feet



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 proposed irrigation within PPU

 Permissible Place of use

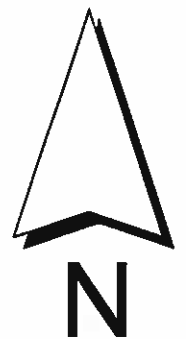
 Township/Range

 Sections

QQ

0 800 1,600 3,200 Feet

1 inch = 1,667 feet



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APPLICATION FOR TRANSFER OF WATER RIGHT

ATTACHMENT WSB:

TRANSFERRING WATER RIGHTS LEASED TO THE WATER SUPPLY BANK

SUPERCEDED

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	
25-14307	12/31/2019	0.02	3.5	1	Attached? ☒ or No Change ☐
25-14308	12/31/2019	0.02	3.5	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 ☐

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:

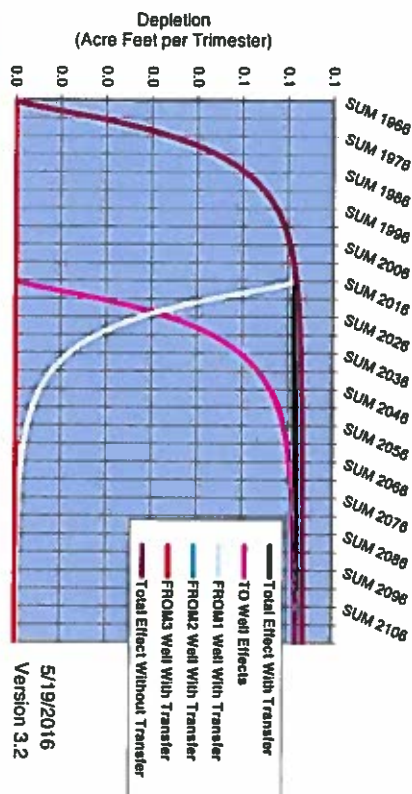
Once transfer is approved, Rights 25-14307 and 25-14308 will be conveyed to Blackhawk HOA and Iron Rim Ranch HOA. When ownership of the water right is conveyed, a Notice of Change in Water Right Ownership will be submitted to the Department.

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.

Hydrologic Response—Ashion to Roxburg

Customer Name:

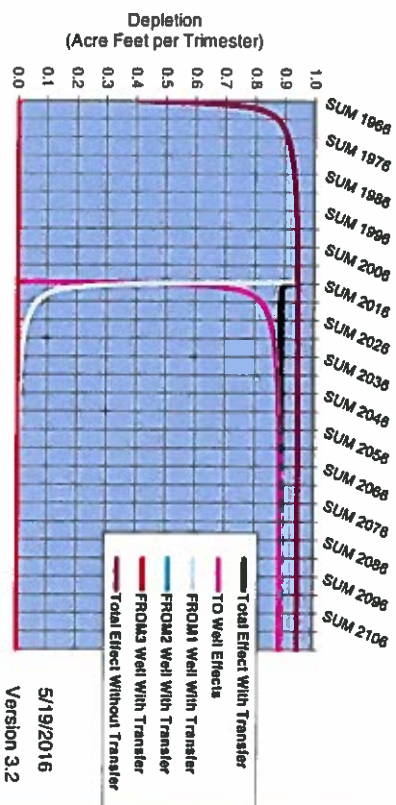
Transfer No:



Hydrologic Response—Heise to Shelley

Customer Name:

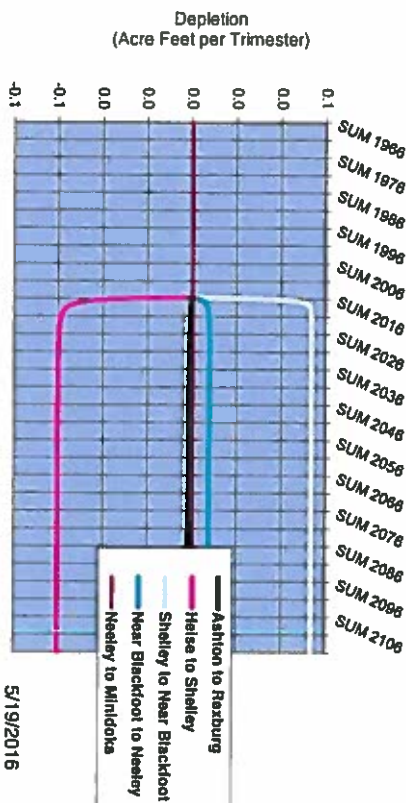
Transfer No:



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

Customer Name:

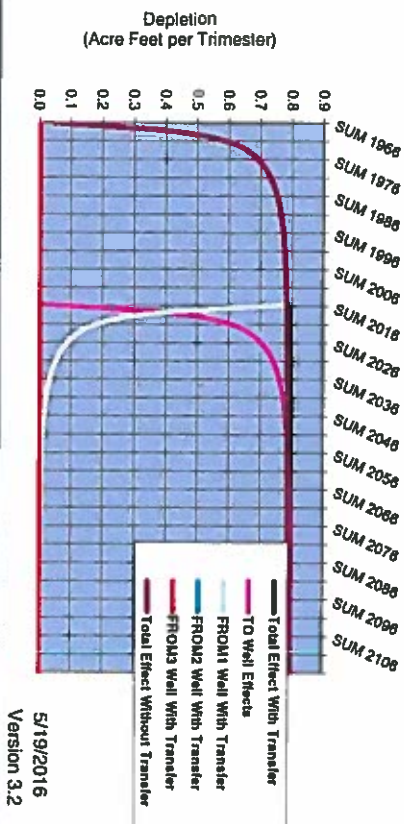
Transfer No:



Hydrologic Response—Near Blackfoot to Neeley

Customer Name:

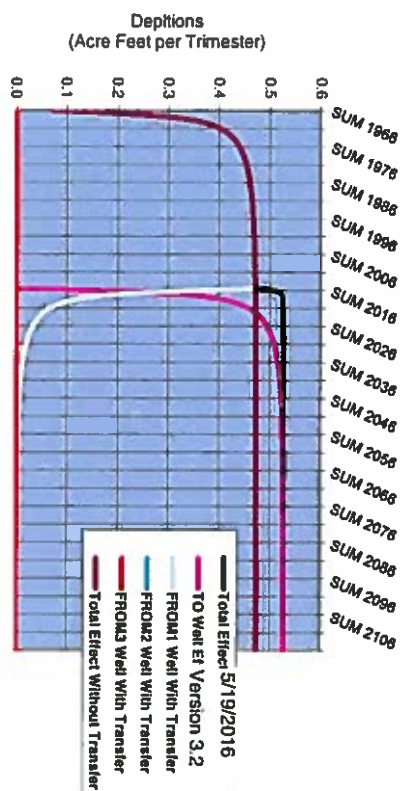
Transfer No:



Hydrologic Response--Shelley to Near Blackfoot

Customer Name:

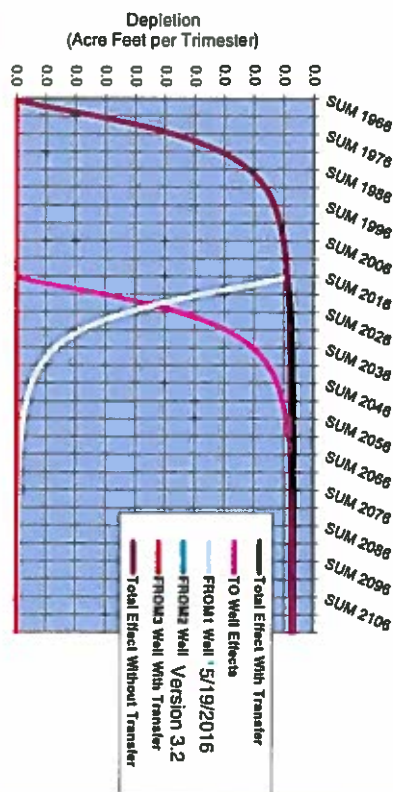
Transfer No:



Hydrologic Response--Neeley to Mindoka

Customer Name:

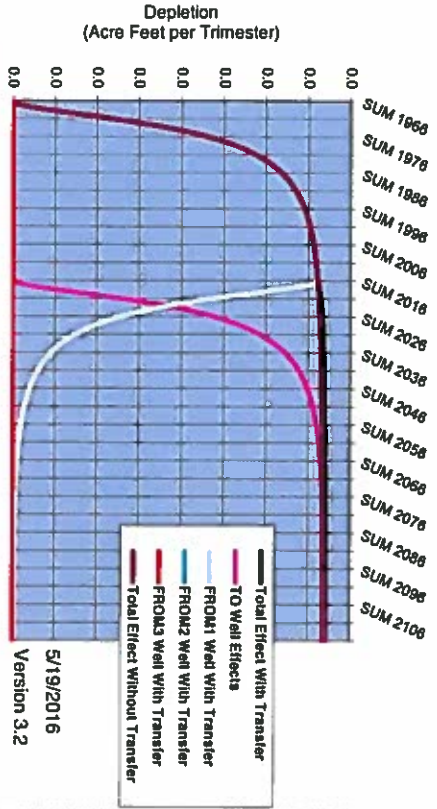
Transfer No:



Hydrologic Response--Devil's Washbowl to Buhl

Customer Name:

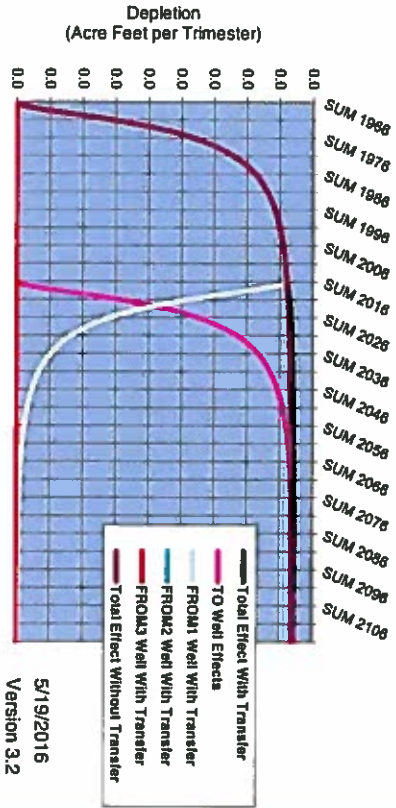
Transfer No:



Hydrologic Response--Buhl to Thousand Springs

Customer Name:

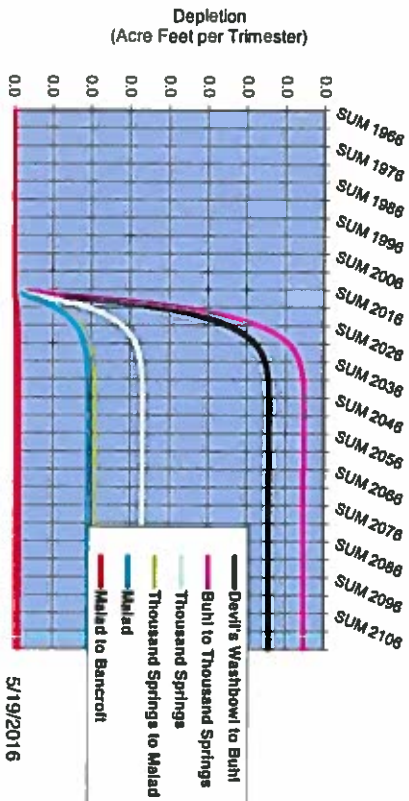
Transfer No:



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

Customer Name:

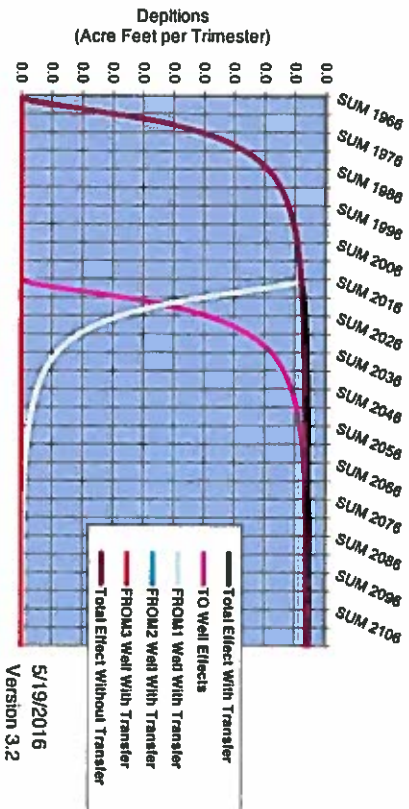
Transfer No:



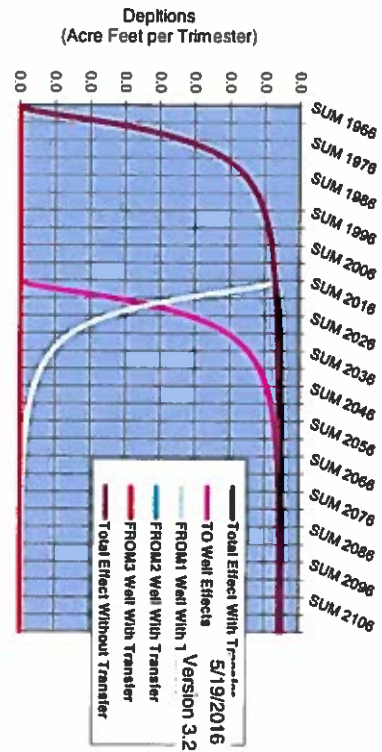
Hydrologic Response--Thousand Springs to Malad

Customer Name:

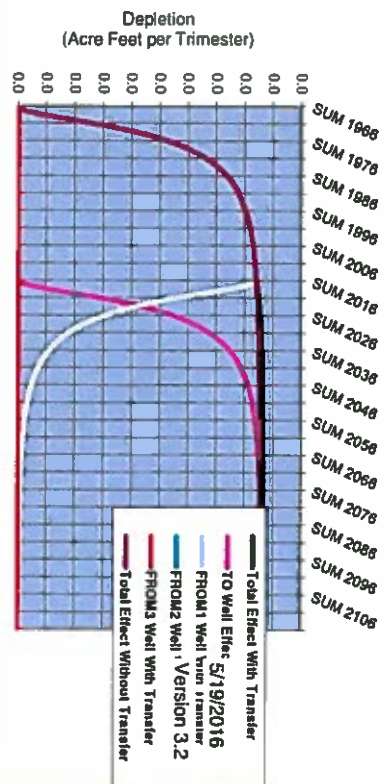
Transfer No:



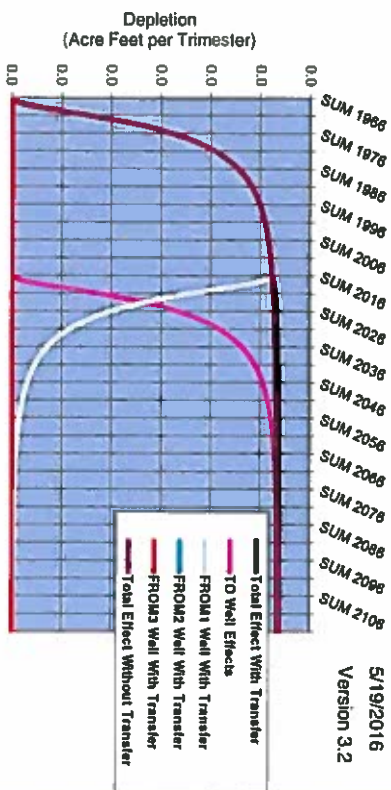
Hydrologic Response--Thousand Springs
Customer Name:
Transfer No:



Hydrologic Response--Malad
Customer Name:
Transfer No:



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



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:

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

TRIMESTER OF ACTIVITY	TO WELL Projected Use A/TTRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL		
		With Transfer A/TTRIMESTER	Without Transfer A/TTRIMESTER	With Transfer A/TTRIMESTER	Without Transfer A/TTRIMESTER	With Transfer A/TTRIMESTER	Without Transfer A/TTRIMESTER	
SUM 1966	0	2	2	2	0	0	0	Running the Model
WIN 1966	0	2	2	2	0	0	0	Once the model cells have been entered, the 'RUN MODEL' button to get the 'RUN MODEL' needs to be re-run if the location needs to be re-run if the location
SPR 1967	0	2	2	2	0	0	0	Getting the Model Output
WIN 1967	0	2	2	2	0	0	0	Once the model has been run, the model output. This prepares it for instructions on multiple water
SPR 1968	0	2	2	2	0	0	0	Entering water use data
WIN 1968	0	2	2	2	0	0	0	All water use should be entered for instructions on multiple water
SPR 1969	0	2	2	2	0	0	0	Entering 'TO' Well Projected Water Use
SUM 1969	0	2	2	2	0	0	0	Enter the projected water use for the first trimester (4-1)
WIN 1969	0	2	2	2	0	0	0	Entering 'FROM' Well 'With Transfer' water
SPR 1970	0	2	2	2	0	0	0	Enter the 'FROM' well in Column 1
SUM 1970	0	2	2	2	0	0	0	
WIN 1970	0	2	2	2	0	0	0	
SPR 1971	0	2	2	2	0	0	0	
SUM 1971	0	2	2	2	0	0	0	
WIN 1971	0	2	2	2	0	0	0	
SPR 1972	0	2	2	2	0	0	0	
SUM 1972	0	2	2	2	0	0	0	
WIN 1972	0	2	2	2	0	0	0	

Entering Dates

Enter the starting year and season of the analysis period. (Spring Summer is Jul, Aug, Sep and C Once you have entered the starting date only needs to be updated. Modifying the date does not affect the 'FROM' well locations.

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. Enter the row and column location for the 'FROM3' well. The 'FROM3' well cannot be used if the 'FROM2' well is not used.

SPR 2005	0	2	2	2	0	0	0	0	0
SUM 2005	0	2	2	2	0	0	0	0	0
WIN 2005	0	2	2	2	0	0	0	0	0
SPR 2006	0	2	2	2	0	0	0	0	0
SUM 2006	0	2	2	2	0	0	0	0	0
WIN 2006	0	2	2	2	0	0	0	0	0
SPR 2007	0	2	2	2	0	0	0	0	0
SUM 2007	0	2	2	2	0	0	0	0	0
WIN 2007	0	2	2	2	0	0	0	0	0
SPR 2008	0	2	2	2	0	0	0	0	0
SUM 2008	0	2	2	2	0	0	0	0	0
WIN 2008	0	2	2	2	0	0	0	0	0
SPR 2009	0	2	2	2	0	0	0	0	0
SUM 2009	0	2	2	2	0	0	0	0	0
WIN 2009	0	2	2	2	0	0	0	0	0
SPR 2010	0	2	2	2	0	0	0	0	0
SUM 2010	0	2	2	2	0	0	0	0	0
WIN 2010	0	2	2	2	0	0	0	0	0
SPR 2011	0	2	2	2	0	0	0	0	0
SUM 2011	0	2	2	2	0	0	0	0	0
WIN 2011	0	2	2	2	0	0	0	0	0
SPR 2012	0	2	2	2	0	0	0	0	0
SUM 2012	0	2	2	2	0	0	0	0	0
WIN 2012	0	2	2	2	0	0	0	0	0
SPR 2013	0	2	2	2	0	0	0	0	0
SUM 2013	0	2	2	2	0	0	0	0	0
WIN 2013	0	2	2	2	0	0	0	0	0
SPR 2014	0	2	2	2	0	0	0	0	0
SUM 2014	0	2	2	2	0	0	0	0	0
WIN 2014	0	2	2	2	0	0	0	0	0
SPR 2015	0	2	2	2	0	0	0	0	0
SUM 2015	0	2	2	2	0	0	0	0	0
WIN 2015	0	2	2	2	0	0	0	0	0
SPR 2016	2	0	2	2	0	0	0	0	0
SUM 2016	2	0	2	2	0	0	0	0	0
WIN 2016	2	0	2	2	0	0	0	0	0
SPR 2017	2	0	2	2	0	0	0	0	0
SUM 2017	2	0	2	2	0	0	0	0	0
WIN 2017	2	0	2	2	0	0	0	0	0
SPR 2018	2	0	2	2	0	0	0	0	0
SUM 2018	2	0	2	2	0	0	0	0	0
WIN 2018	2	0	2	2	0	0	0	0	0
SPR 2019	2	0	2	2	0	0	0	0	0
SUM 2019	2	0	2	2	0	0	0	0	0
WIN 2019	2	0	2	2	0	0	0	0	0
SPR 2020	2	0	2	2	0	0	0	0	0
SUM 2020	2	0	2	2	0	0	0	0	0
WIN 2020	2	0	2	2	0	0	0	0	0
SPR 2021	2	0	2	2	0	0	0	0	0
SUM 2021	2	0	2	2	0	0	0	0	0

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Trent Nelson and Michelle, 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 2190 Ptarmigan Way, Ammon, Idaho 83406, and Seller is the owner of 25-14307 for 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 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 _____ day of _____, 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. Seller agrees to execute and submit to IDWR all forms, applications, and documents, required to complete the water rights transfer, in the form specified by IDWR.

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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, including payment of all transfer fees to be paid to Idaho Department of Water Resources, 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' 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: May 2, 2016



TRENT NELSON


TDN NELSON



MICHELLE NELSON


M.N. NELSON

BUYERS

DATED: 5-19-2016

Colin E. Ferguson
BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colin E. Ferguson

ITS: President

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WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

This Agreement is made and entered into by and between Lon Pyper and Darla Pyper, 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 2391 S. Quail Ridge Dr., Ammon, Idaho 83406, and Seller is the owner of Water Right #25-14308 for 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 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 _____ day of _____, 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. Seller agrees 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, including payment of all transfer fees to be paid to Idaho Department of Water Resources, 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' 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: 4.29.16


LON PYPER


DARLA PYPER

BUYERS

DATED: 5-19-2016

Colvin F. Tergins
BLACK HAWK HOMEOWNERS ASSOCIATION, INC.

BY: Colvin F. Tergins

ITS: President.

No. C 165348	Due no later than Feb 29, 2016 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. BLACK HAWK HOMEOWNERS ASSOCIATION, INC. ANGELA MILLER 7983 S. SILVER SPUR LOOP IDAHO FALLS ID 83406		BRUCE R GREGORY 8065 S BLACKHAWK DR IDAHO FALLS ID 83406			
			3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
PRESIDENT	COLVIN JERGINIS	8070 S BLACKHAWK DR	IDAHO FALLS	ID	USA	83406
VICE PRESIDENT	GREG SELLERS	8000 S BLACKHAWK DR	IDAHO FALLS	ID	USA	83406
DIRECTOR	WAYNE BALL	9914 HENRY CREEK	IDAHO FALLS	ID	USA	83406
TREASURER	PEGGY WYMAN	4675 SILVER SPUR COURT	IDAHO FALLS	ID	USA	83406
SECRETARY	JAQUIE LEWIS	7677 S. SILVER SPUR	IDAHO FALLS	ID	USA	83406
5. Organized Under the Laws of: ID C 165348		6. Annual Report must be signed.* Signature: Angela Miller Name (type or print): Angela Miller Date: 01/06/2016 Title: Bookkeeper				
Processed 01/06/2016		* Electronically provided signatures are accepted as original signatures.				

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No. C 182534		Due no later than Mar 31, 2016		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. IRON RIM RANCH HOME OWNERS ASSOCIATION, INC. CAREN SMITH 10553 S HENRY CREEK IDAHO FALLS ID 83406		STEVEN L WETZEL 10553 S HENRY CREEK IDAHO FALLS ID 83406			
				3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
VICE PRESIDENT	TRAVIS ANSCHUTZ	9936 S HENRY CREEK RD	AMMON	ID	USA	83406	
PRESIDENT	AMMON HARTNER	10306 S HENRY CREEK RD	IDAHO FALLS	ID	USA	83406	
SECRETARY	CAREN SMITH	10553 S HENRY CREEK ROAD	IDAHO FALLS	ID	USA	83406	
5. Organized Under the Laws of: ID C 182534		6. Annual Report must be signed.* Signature: Caren Smith Name (type or print): Caren Smith Date: 03/22/2016 Title: Secretary					
Processed 03/22/2016		* Electronically provided signatures are accepted as original signatures.					

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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

June 2, 2016

IRON RIM RANCH HOA
BLACKHAWK HOMEOWNERS ASSOC INC
8070 BLACKHAWK DR
IDAHO FALLS, ID 83406

RE: Transfer No. 80938
Water Right No(s). 25-14305, 25-14307, 25-14308

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the POST REGISTER on June 9 and 16, 2016. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**on June 27, 2016 at 5:00 pm**).

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sharla Cox', written over a large, light blue circular stamp or watermark.

Sharla Cox
Administrative Assistant

CC: DANIEL BECK
410 MEMORIAL DR STE 201
IDAHO FALLS, ID 83402

Cox, Sharla

From: Cox, Sharla
Sent: Thursday, June 02, 2016 11:12 AM
To: 'Post Register (legalnotices@postregister.com)'
Subject: Legal Notice for your paper
Attachments: Post Register E-Mail.doc

Contacts: Post Register

Sharla

*Sharla Cox
Administrative Assistant
Idaho Dept of Water Resources
900 N Skyline Dr. Ste A.
Idaho Falls ID 83402
sharla.cox@idwr.idaho.gov
208-525-7161 phone
208-525-7177 fax*

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80938**

IRON RIM RANCH HOA and BLACKHAWK HOMEOWNERS ASSOC INC, 8070 BLACKHAWK DR, IDAHO FALLS, ID 83406; has filed Application No. 80938 for changes to the following water rights within BONNEVILLE County(s): Right No(s). 25-14305, 25-14307, 25-14308; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: Change point of diversion, add point of diversion and change the place of use. The two points of diversion are in NESE Sec 11 T01N R38E for 0.06 cfs from ground water. The place of use is in Sections 11, 12, 13, 14, 23, and 24 T01N R38E for 3 acres within a 353.9 acre permissible place of use.

For additional information concerning the property location, contact Eastern Region office at (208) 525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222.

Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N Skyline Dr Ste A, Idaho Falls ID 83402 together with a protest fee of \$25.00 for each application on or before June 27, 2016. The protestant must also send a copy of the protest to the applicant.

NOTICE OF DRAFT PERMIT

Notice is given of draft permit(s) allowing the operation of an injection well as per provisions of Title 42, Chapter 39, Idaho Code for the following injection well(s) listed in this format // Well Number, Location, Operator, Injectate //:

// 25W043001, T3NR38ES7SWSESW, Merle Butikofer, Agriculture Runoff //

Copies can be requested from the Idaho Department of Water Resources at (208) 287-4800. Comments or requests for fact-finding hearings must be filed with the Department within 30 days of the initial publication date of this notice.

GARY SPACKMAN, Director

Published on June 9 and 16, 2016