

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 80945

RECEIVED

MAY 18 2016

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

DEPT OF WATER RESOURCES

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) Four Seasons Homeowners Assn

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

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

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

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

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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MAY 18 2016

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

DEPT OF WATER RESOURCES
SOUTHERN REGION

Name of Applicant(s) Four Seasons Homeowners Assn Phone 208-726-8157

Mailing address PO Box 4576 Ketchum, ID 83340 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 Zach Latham, Brockway Engineering PLLC Phone 208-736-8543

Mailing address 2016 Washington St. N Suite #4 Twin Falls, ID 83301 Email zach.latham@brockwayeng.c

- ☐ 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.

Michael Wirtz pres
Signature of Applicant or Authorized Representative

MICHAEL WIRTZ PRESIDENT
Print Name and Title if applicable

5-2-2016
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

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**.

Applicant seeks to transfer 1.0 acre of 37-8031 to property owned by Joseph M. Gaffney, Trustee of the 1984

Brotman Family Trust (the "Trust"), to be effective as of January 1, 2017. See attached Agreement for Purchase and Sale of Water Rights between Applicant and Purchaser (the "Purchase & Sale Agreement").

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 ☐ ☒	37-8031	0.03 / 3.0	Irrigation	04/01 to 11/01	Ground Water / N/A.
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.20 cfs and/or 28.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.03 cubic feet per second and/or 3.0 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 #
No		SE	SW	NE	12	4N	17E	Blaine	Ground Water	Existing Well

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	
4N	17E	12			3.0														3.0
Total Acres (for irrigation use)																			3.0*

*Irrigation limited to 1.0 acre within 3.0 acre PPU.

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:

Existing well will furnish water to pressurized irrigation system for the irrigation of 1.0 acre on the Trust's property.

- b. Who owns the property at the point(s) of diversion? Joseph M. Gaffney, Trustee of the 1984 Brotman Family Trust

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
The Trust will purchase the transferred water right pursuant to the Purchase & Sale Agreement upon final approval of this transfer on terms and conditions acceptable to the Trust.

- 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: N/A.

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:

1.0 acre under 37-8031 will no longer be irrigated at the present place of use upon approval of this water right transfer application.

- 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:

None.

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

Yes No

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

If yes, describe:

See Attachment WSB, 37-8031 is leased to the WSB through 12/31/16. The Trust is currently renting 1.0 acre of 37-8031 through the WSB for the 2016 irrigation season.

Page 5

Page 6 of _____

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

Current Water Right No.: 37-8031

Current Owner: FOUR SEASONS HOMEOWNERS ASSN

Priority Date: 6/24/1982

Origin: Water Right

Status: Water Supply Bank Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.2 CFS	22.8 AF
IRRIGATION	04/01 to 11/01	0.06 CFS	6 AF
	<u>Total Diversion</u>	0.2 CFS	28.8 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 12,	Twp 04N,	Rge 17E B.M.
BLAINE County				

Place of Use

IRRIGATION Within BLAINE County

T04N R17E S12	NWSW	1.00	T04N R17E S12	SWSW	1.00
Total Acres: 2					

Place of Use: DOMESTIC same as IRRIGATION

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 9/24/2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 80945

**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	
37-8031	12/31/16	0.20	28.8	2.0	Attached? ☒ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐
					Attached? ☐ or No Change ☐

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

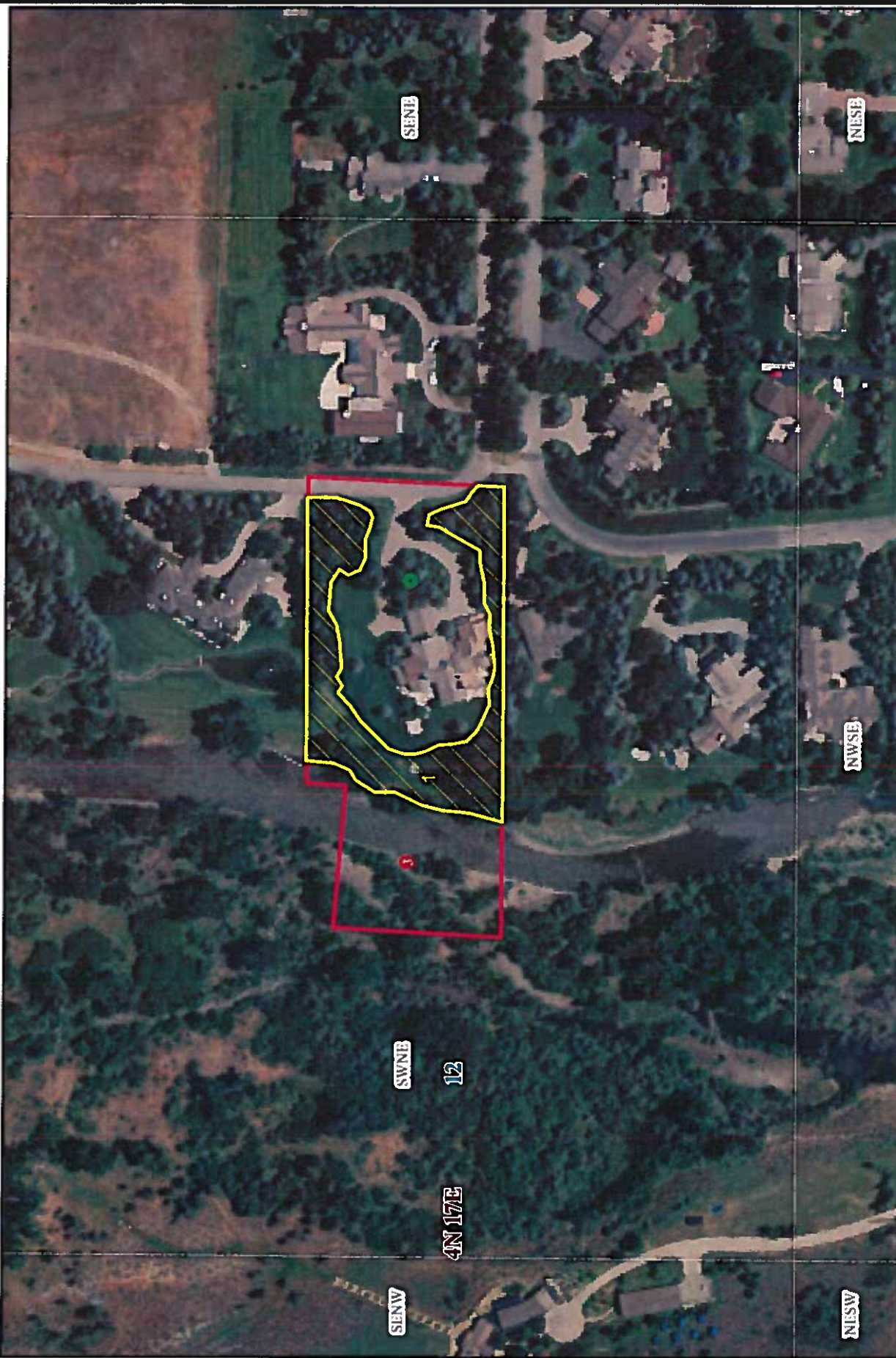
☐ If yes and there are multiple owners, attach a Lessor Designation form.

☒ If yes, the individual owner or designated lessor must complete, sign and attach an IRS Form W-9.

Additional Information:

Applicant has rented 1.0 acre of 37-8031 for the 2016 irrigation season. Applicant also plans to purchase and transfer 1.0 acre of 37-8031 to Applicant's property.

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.



0 100 200 400
Feet

BROTMAN, JEFF
TRANSFER MAP 2016
NAIP 2015 AERIAL

- Legend**
- Brotman Well
 - Brotman Parcel
 - POU 1.0 Ac.
 - Section
 - Township, Range
 - QO's

Brockway Engineering PLLC
ALR - Date: 4/21/2016



- Legend**
- WR_POD_ 37-8031 Township, Range
 - WR_POU_ 37-8031 Section
 - ▨ Transferring_Area
 - ▨ Remaining_POU
 - ▨ QQ's

BROTMAN, JEFF
TRANSFER MAP - FROM 37-8031, 2016
NAIP 2015 AERIAL
ATTACHMENT #7B

Brockway Engineering PLLC
ALR - Date: 4/25/2016

**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS ("Agreement") is made and entered as of March 21, 2016, by and between FOUR SEASONS HOME OWNERS ASSOCIATION, an Idaho non-profit corporation (hereinafter referred to as "Seller"), and JOSEPH M. GAFFNEY, TRUSTEE OF THE 1984 BROTMAN FAMILY TRUST (hereinafter referred to as "Buyer").

RECITALS:

WHEREAS, the Seller owns Water Right 37-8031 for irrigation of two (2) acres appurtenant to land located in the City of Ketchum, County of Blaine, State of Idaho platted as Four Seasons Subdivision Nos. 1, 2 and 3 (the "Water Right"); and

WHEREAS, the Buyer desires to purchase a portion of the Water Right from the Seller in accordance with the terms herein below set forth;

NOW, THEREFORE, inconsideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

**ARTICLE 1
Sale of Water Right**

1.1 The Seller agrees to sell and convey, and the Buyer agrees to purchase, one (1.0) acre of the Water Right to be transferred to Buyer's intended use as described in the Transfer Application (the "Transfer Application") to be jointly filed by the parties (the "Transferred Water Right").

**ARTICLE 2
Purchase Price/Closing Date/Contingency**

2.1 The Purchase Price shall be [REDACTED]

2.2 Earnest money:

2.2.1 Upon execution of this Agreement by both parties, the Buyer will immediately deposit into escrow with Blaine County Title Company ("Escrow Agent") the sum of [REDACTED] as earnest money.

2.2.2 All earnest money identified in Section 2.2.1 shall be applied to the Purchase Price at Closing; however, in the event the IDWR does not approve the water right transfer on terms and conditions acceptable to Buyer, in Buyer's sole discretion, the earnest money shall be returned to Buyer, less one-half of any fees charged by the Escrow Agent, and all further obligations under this Agreement shall cease and become null and void.

2.3 Closing:

2.3.1 All earnest money, together with the balance of the Purchase Price, that is [REDACTED] shall be delivered to the Seller at Closing.

2.3.2 Unless the parties agree otherwise, in writing, Closing shall occur within fifteen (15) days after Idaho Department of Water Resources' ("IDWR") approval of the Transfer Application, on terms and conditions acceptable to Buyer, in Buyer's sole discretion, becomes final and non-appealable.

2.3.3 In the event the transfer of the Transferred Water Right is not approved by IDWR as described in Section 2.3.2, above, Buyer shall have the option, but not the obligation, to proceed to Closing.

2.3.4 In the event all Seller's conditions to close are met and Buyer fails to close on the Closing Date, Buyer shall forfeit all earnest money to Seller.

2.4 Neither Seller nor Buyer has used a broker with respect to this transaction, and each agrees to indemnify and hold the other party harmless from any and all claims for a commission arising from third parties claiming to represent them in connection with this sale.

ARTICLE 3
Warranties and Disclaimer

3.1 Representations and Warranties. Buyer and Seller represent and warrant one to the other that they have the power and authority to enter into this Agreement and the further agreements contemplated hereby, to be bound by, and to perform such agreements. The Parties hereto provide the follow representations and warranties, all of which shall be valid as of Closing and survive Closing:

3.1.1 By Seller:

- i. Seller shall obtain from all of its members who are owners of the lots and common areas within the Four Seasons Subdivisions such quitclaim deeds, assignments or other conveyances of any and all interest such owners may have in the Transferred Water Right as may be required by IDWR to approve the Transfer Application as provided in Section 2.3.2, above.
- ii. Upon consummation of the contemplated purchase, the lands to which the Transferred Water Right are appurtenant will no longer be irrigated except by water provided by the City of Ketchum or unless Seller develops or obtains and transfers a new water right to such lands for irrigation;
- iii. To Seller's actual knowledge, there are no contracts, actions, claims or proceedings pending that affect the Transferred Water Right;

- iv. Seller has not assigned or conveyed, or contracted to assign or convey, the Transferred Water Right or any claim thereto to any other person entity;
- v. Seller has good and marketable title to the Water Rights, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Rights on or before Closing;
- vi. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
- vii. Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

3.1.2 By Buyer:

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

ARTICLE 4

Deed

4.1 Title shall be conveyed by a Grant Deed at Closing, in substantially the form attached hereto as **Exhibit "A."** The Title Company responsible for the Closing of this transaction shall be Blaine County Title Company.

ARTICLE 5

Water Right Transfer

5.1 Transfer Application. Buyer shall be responsible to pay for all fees and costs of the transfer, whether or not the transfer is approved by IDWR. Seller and Buyer shall jointly file the Transfer Application within thirty (30) days from the date of this Agreement, unless an extension is agreed to in writing by the parties hereto. As the current owner of the Water Right, Seller agrees to cooperate in the Transfer Application by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other applicable governmental entity or political subdivision. In the event Buyer fails to timely submit the Transfer Application through no fault of Seller, Buyer shall forfeit all earnest money to Seller and this Agreement shall terminate.

ARTICLE 6

Miscellaneous Provisions

6.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Seller and Buyer contained in this Agreement shall survive the Closing hereunder.

6.2 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

6.3 Number and Gender of Persons. The terms “Buyer” and “Seller” are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyer consist of two or more persons, including, but not limited to, individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

6.4 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

6.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

6.6 Time is of the Essence. Time is of the essence in connection with the duties and obligations contained herein.

6.7 Attorney’s Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney’s fees by the non-prevailing party, whether or not litigation is actually instituted.

6.8 Entire Agreement. The Seller and Buyer acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyer agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

6.9 Severance and Validity. In the event any provision of this Agreement or any part hereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

6.10 Confidentiality. Buyer and Seller agree to maintain the terms of this Agreement in strict confidence, including, but not limited to, the substance of materials exchanged between the parties and the substance of information obtained by either party with respect to the Agreement.

6.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

6.12 Notices. All notices and communications under this Agreement shall be in writing, sent to the parties and their respective legal counsel, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, or (iii) sent by facsimile or electronic mail with the original to follow by mail in the manner described above. The physical and mailing addresses and facsimile numbers for the purposes of this paragraph are as follows:

<u>Recipient</u>	<u>Physical Address</u>	<u>Mailing Address</u>	<u>Facsimile and E-Mail</u>
Seller:	Four Seasons Home Owners Association _____	Four Seasons Home Owners Association PO Box 4576 Ketchum, ID 83340	karl@thenicholsgroup.com
Seller's Counsel:	Paul Arrington Barker, Roshalt & Simpson, LLP 195 River Vista Place, Suite 204 Twin Falls, ID 83301	Paul Arrington Barker, Roshalt & Simpson, LLP 195 River Vista Place, Suite 204 Twin Falls, ID 83301	208-735-2444 pla@idahowaters.com
Buyer:	Joseph M. Gaffney, Trustee of the 1984 Brotman Family Trust 701 5 th Avenue, Suite 6100 Seattle, WA 98104	Joseph M. Gaffney, Trustee of the 1984 Brotman Family Trust PO Box 34185 Seattle, WA 98124- 1185	gaffney.joseph@dorseylaw.com
With a copy to:	Jeff Brotman 7917 Overlake Drive W Medina, WA 98039	Jeff Brotman 7917 Overlake Drive W Medina, WA 98039	(425) 313-8159 jeffreyh@costco.com
Buyer's Counsel:	James P. Speck Speck & Aanestad A Professional Corporation 120 East Avenue North Ketchum, ID 83340	James P. Speck Speck & Aanestad A Professional Corporation PO Box 987 Ketchum, ID 83340	208-726-0752 jim@speckandaanestad.com

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Water Rights the day and year first above written.

BUYER:

Dated: 3/21/16



JOSEPH M. GAFFNEY, TRUSTEE OF THE
1984 BROTMAN FAMILY TRUST

SELLER:

FOUR SEASONS HOME OWNERS
ASSOCIATION

Dated: _____

By: _____

Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Water Rights the day and year first above written.

BUYER:

Dated: _____

JOSEPH M. GAFFNEY, TRUSTEE OF THE
1984 BROTMAN FAMILY TRUST

SELLER:

FOUR SEASONS HOME OWNERS
ASSOCIATION

Dated: 3.22.2016By: Michael WirtzIts PRESIDENT

EXHIBIT "A"

Grant Deed

When Recorded Return To:

James P. Speck
SPECK & AANESTAD,
A Professional Corporation
P.O. Box 987
Ketchum, Idaho 83340

WATER RIGHTS GRANT DEED

FOR VALUE RECEIVED, FOUR SEASONS HOME OWNERS ASSOCIATION, an Idaho non-profit corporation, whose address is P.O. Box 4576, Ketchum, ID 83340 ("Grantor"), does hereby grant, bargain, sell, and convey unto JOSEPH M. GAFFNEY, TRUSTEE OF THE 1984 BROTMAN FAMILY TRUST, whose address is PO Box 34185, Seattle, WA 98124-1185 ("Grantee") and to Grantee's heirs, successors and assigns forever, all of Grantor's right, title and interest in and to the following water right, 37-_____.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 2016.

FOUR SEASONS HOME OWNERS ASSOCIATION

By:_____

Its _____

STATE OF IDAHO)
)
County of Blaine) ss.

On this _____ day of March, 2016, before me, the undersigned notary public in and for said state, personally appeared _____, known or identified to me to be the president of FOUR SEASONS HOME OWNERS ASSOCIATION, and the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

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

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

RECEIVED

MAY 23 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P. O. Box 987
Ketchum, Idaho 83340**

Instrument # 451625

HAILEY, BLAINE, IDAHO

2001-06-01

02:22:00 No. of Pages: 2

Recorded for : SPECK & AANESTAD

MARSHA NIEBMAN

Fee: 6.00

Ex-Office Recorder Deputy

Index to: WTY/QC/CONF DEED

(space above line for Recorder's use)

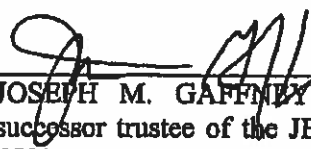
QUITCLAIM DEED

FOR VALUE RECEIVED, JOSEPH M. GAFFNEY aka JOE GAFFNEY, successor trustee of the JEFFREY H. BROTMAN QUALIFIED PERSONAL RESIDENCE TRUST and the SUSAN T. BROTMAN QUALIFIED PERSONAL RESIDENCE TRUST, dated December 29, 1992 and the trustee of the 1984 BROTMAN FAMILY TRUST, dated October 30 1984 ("Grantor"), does hereby convey, release, remise and forever quitclaim unto JOSEPH M. GAFFNEY, the trustee of the 1984 BROTMAN FAMILY TRUST dated October 30, 1984, whose address is c/o Jeffrey H. Brotman, 7917 Overlake Drive West, Medina, Washington 98039 ("Grantee"), a seventy percent (70%) undivided interest in that certain real property situated in Blaine County, Idaho and more particularly described as follows:

Lot 21 of BEAVER SPRINGS SUBDIVISION, BLAINE COUNTY,
IDAHO, according to the official plat thereof, recorded as Instrument
No. 181497, records of Blaine County, Idaho,

together with all improvements and appurtenances unto said Grantee, his heirs and assigns forever.

DATED this 21st day of May, 2001.


JOSEPH M. GAFFNEY aka JOE GAFFNEY,
successor trustee of the JEFFREY H. BROTMAN
QUALIFIED PERSONAL RESIDENCE TRUST and
the SUSAN T. BROTMAN QUALIFIED
PERSONAL RESIDENCE TRUST, dated December
29, 1992 and trustee of the 1984 BROTMAN
FAMILY TRUST, dated October 30 1984

STATE of WASHINGTON)
) ss.
County of King)

On this 23 day of May, 2001, before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH M. GAFFNEY aka JOE GAFFNEY, successor trustee of the JEFFREY H. BROTMAN QUALIFIED PERSONAL RESIDENCE TRUST and the SUSAN T. BROTMAN QUALIFIED PERSONAL RESIDENCE TRUST, dated December 29, 1992 and trustee of the 1984 BROTMAN FAMILY TRUST, dated October 30 1984, known to me to be the trustee whose name is subscribed to the within instrument, and acknowledged to me that the trusts executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Craig R. Aird
Notary Public for Washington
Residing at: Seattle, WA
Comm. Expires: 8/26/04

RECEIVED

MAY 23 2001

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P. O. Box 987
Ketchum, Idaho 83340

Instrument # 451623

HAILEY, BLAINE, IDAHO

2001-06-01

02:20:00 No. of Pages: 2

Recorded for : SPECK & AANESTAD

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

(space above line for Recorder's use)

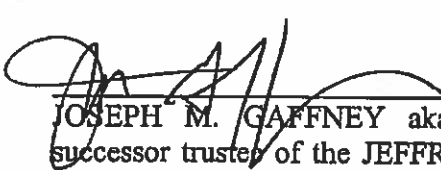
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Lot 21 of BEAVER SPRINGS SUBDIVISION, BLAINE COUNTY,
IDAHO, according to the official plat thereof, recorded as Instrument
No. 181497, records of Blaine County, Idaho,

together with all improvements and appurtenances unto said Grantee, his heirs and assigns forever.

DATED this 23rd day of May, 2001.


JOSEPH M. GAFFNEY aka JOE GAFFNEY,
successor trustee of the JEFFREY H. BROTMAN
QUALIFIED PERSONAL RESIDENCE TRUST and
the SUSAN T. BROTMAN QUALIFIED
PERSONAL RESIDENCE TRUST, dated December
29, 1992 and trustee of the 1984 BROTMAN
FAMILY TRUST, dated October 30 1984

STATE of WASHINGTON)
) ss.
County of King)

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Craig R. Aird
Notary Public for Washington
Residing at: Seattle, WA
Comm. Expires: 8/26/04

RECEIVED

MAY 23 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P. O. Box 987
Ketchum, Idaho 83340

Instrument # 451624

HAILEY, BLAINE, IDAHO

2001-06-01

02:21:00 No. of Pages: 2

Recorded for : SPECK & AANESTAD

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

(space above line for Recorder's use)

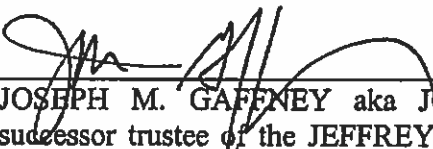
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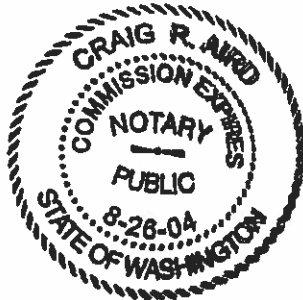
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successor trustee of the JEFFREY H. BROTMAN
QUALIFIED PERSONAL RESIDENCE TRUST and
the SUSAN T. BROTMAN QUALIFIED
PERSONAL RESIDENCE TRUST, dated December
29, 1992 and trustee of the 1984 BROTMAN
FAMILY TRUST, dated October 30 1984

STATE of WASHINGTON)
) ss.
County of King)

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Craig R. Aird
Notary Public for Washington
Residing at: Seattle, WA
Comm. Expires: 8/26/04

RECEIVED

No. C 41602	Due no later than Nov 30, 2015 Annual Report Form		MAY 23 2016 2. Registered Agent and Address (NO PO BOX) DEPT OF WATER RESOURCES KARL NICHOLS REGION 220 SECOND AVE SOUTH SUITE 203 KETCHUM ID 83340
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. FOUR SEASONS HOME OWNERS ASSOCIATION KARL NICHOLS P. O. BOX 254 KETCHUM ID 83340 USA 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
DIRECTOR	CONNOR WADE	PO BOX 1896	KETCHUM ID USA 83340
TREASURER	MICHAEL MATHEWSON	PO BOX 254	KETCHUM ID USA 83340
SECRETARY	GERALD FLANDRO	PO BOX 254	KETCHUM ID USA 83340
PRESIDENT	MICHAEL WIRTZ	PO BOX 254	KETCHUM ID USA 83340
DIRECTOR	CAROLINE CLAWSON	PO BOX 254	KETCHUM ID USA 83340
DIRECTOR	HEATHER LANGLEY-EVANS	PO BOX 254	KETCHUM ID USA 83340
5. Organized Under the Laws of: ID C 41602	6. Annual Report must be signed.* Signature: tanja green Date: 10/13/2015 Name (type or print): tanja green Title: bookkeeper		
Processed 10/13/2015	* Electronically provided signatures are accepted as original signatures.		

TRANSFER 80945



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 26, 2016

FOUR SEASONS HOMEOWNERS ASSN
PO BOX 4576
KETCHUM, ID 83340

RE: Transfer No. 80945
Water Right No(s). 37-8031

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 **IDAHO MOUNTAIN EXPRESS** on **6/1/2016** and **6/8/2016**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**June 20, 2016**).

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,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O ZACH LATHAM
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Thursday, May 26, 2016 9:50 AM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express Ad.doc

Attached please find (1) legal notice being submitted for publication on June 1st & 8th, 2016. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline
Administrative Assistant
Idaho Dept of Water Resources, Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 26, 2016

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Application For Permit No.(s): 37-23003

RE: Transfer No. 80945
Water Right No(s): 37-8031

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before June 20, 2016. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

37-23003

ERIC GUSTAVSON
TAMARA GUSTAVSON
701 WESTERN AVE

GLENDAL, CA 91201-2349

Point of Diversion NESE S23 T05N R17E BLAINE County Source GROUND WATER Tributary

Use: COOLING 01/01 to 12/31 0.2 CFS

Use: HEATING 01/01 to 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 4/25/2016

Place Of Use: HEATING, COOLING

T05N R17E S23 NESE

Applicants seek to appropriate 0.20 cfs of groundwater for the heating and cooling of a residence located approximately 4.29 miles north and 0.96 miles west of the city center of Ketchum. A new well will be drilled at the site and water will be diverted, used, and reinjected at the site.

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 80945**

FOUR SEASONS HOMEOWNERS ASSN, PO BOX 4576, KETCHUM, ID 83340; has filed Application No. 80945 for changes to the following water rights within BLAINE County(s): Right No(s). 37-8031. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU), create a 3.0 acre irrigation permissible place of use (PPU), and change the point of diversion (POD) for a portion (0.03 cfs, 1.0 acre) of ground water right 37-8031, which currently allows for the irrigation of 2.0 acres approximately 0.7 mile north and 1.0 mile west of the intersection of Main Street and Sun Valley Road in Ketchum. The new POU and POD will be located approximately 1.1 miles north and 0.4 miles west of Ketchum, and will allow for the irrigation of 1.0 acre within the PPU.

Permits will be subject to all prior water rights. For additional information concerning the property locations, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. For additional information on new permits, please see www.idwr.idaho.gov/WaterManagement/WaterRights/#NewListings. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 650 Addison Ave W, Ste 500, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before June 20, 2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on June 1st & 8th, 2016

Maline, Denise

From: Maline, Denise
Sent: Thursday, May 26, 2016 4:29 PM
To: 'Kevin Lakey'
Subject: Comment Letters - Transfer 80945 & App. for Permit 37-23003
Attachments: Comment Letter to WM37 for 37-23003 & 80945.docx; 37-23003.pdf; Transfer 80945.pdf

Good afternoon Kevin,

Attached is a copy of transfer 80945 (Four Seasons H.O.A.) and Application for Permit 37-23003 (Gustavson); which are currently being processed. Please review the information and provide any necessary comments within 21 days.

Thank you in advance,

Denise @ IDWR



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 26, 2016

KEVIN LAKEY
WATER DISTRICT #37
107 W 1ST
SHOSHONE, ID 83352

Via e-mail

RE: Application For Permit No. 37-23003

RE: Transfer No. 80945
Water Right No(s). 37-8031

Dear Kevin:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

MEMORANDUM

Date: May 23, 2016
To: Four Seasons Homeowner's Association transfer #80945 file
From: Jim Bitzenburg
Re: Evaluation of Sufficiency of Information Submitted

Application for transfer proposes to change the place of use (POU), create a 3.0 acre irrigation permissible place of use (PPU), and change the point of diversion (POD) for a portion (0.03 cfs, 1.0 acre) of ground water right 37-8031, which currently allows for the irrigation of 2.0 acres approximately 0.7 mile north and 1.0 mile west of the intersection of Main Street and Sun Valley Road in Ketchum. The new POU and POD will be located approximately 1.1 miles north and 0.4 miles west of Ketchum, and will allow for the irrigation of 1.0 acre within the PPU.

- **Authority to File:**
The Department's database indicates that the water right involved is owned by the applicant, Four Seasons Homeowner's Association. The application was signed by Michael Wirtz, the president of the Homeowner's Association. See attachment from the Idaho Secretary of State office, '*Annual Report Form*', for Four Seasons Homeowner's Association.
- **Water Right Validity:**
Right 37-8031 was decreed in September of 2010, so forfeiture is not an issue.
- **Injury to Other Water Rights:**
None anticipated or foreseen.
- **Enlargement of Use:**
None anticipated. One acre of irrigation will be dried up at the original POU.
- **Local Public Interest:**
No issues anticipated. The application will be advertised.
- **Beneficial Use/Conservation of Water Resources:**
Proposed use is recognized as a beneficial use of water.
- **Effect on the Economy of the Local Area:**
None Anticipated
- **Effect of the Agricultural Base of the Area:**
None Anticipated

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

FEE MEMORANDUM

Date: May 23, 2016
To: Four Seasons Homeowner's Association transfer #80945 file
From: Jim Bitzenburg
Re: Receipting/disposition of fees paid

This transfer proposes to change the place of use and point of diversion of a 1.0 acre (0.03 cfs) portion of water right 37-8031 to a lot in a nearby subdivision. After the transfer is accomplished, a change of ownership from Four Seasons to the 1984 Brotman Family Trust will be filed. Brockway Engineering paid a total of \$300.00 in fees (check 13376, Brockway Engineering, PLLC) on 5/18/2016 (receipt S035469). The fee for the transfer would be \$200.00 from the transfer fee schedule, so a refund of \$100.00 has been requested from the State office to Brockway Engineering.



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

MAY 18 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

May 16th, 2016

Mr. Allen Merritt
Idaho Department of Water Resources
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-3380

RE: Application for Transfer of Water Right – Four Seasons Homeowners Assn.

Dear Allen,

Enclosed is an Application for Transfer of Water Right filed on behalf of the Four Seasons Homeowners Assn ("FSHA") which proposes to transfer 1.0 acre of ground water irrigation water right 37-8031 to an existing well on property owned by Joseph M. Gaffney, Trustee of the 1984 Brotman Family Trust ("Trust"), in Ketchum, ID. The Trust and FSHA have entered into a purchase and sale agreement (attached) wherein 1.0 acre of 37-8031 will change ownership into the Trust's name as a result of an approved water right transfer application. 1.0 acre of 37-8031 is currently being rented through the Water Supply Bank by the Trust for use at the Trust property through the end of 2016.

Also enclosed is a check for \$300 to cover the cost of the water right transfer application (\$200) and the change of ownership (\$100). Please copy our office on all correspondence regarding the enclosed water right transfer application. Don't hesitate to give me a call should you have any further questions or comments. Thanks for your time and assistance on this matter.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Regards,

Zach Latham, M.S., Hydrologist.

Enclosures:

- (1) Application for Transfer of Water Right, WSB Attachment, To and From POU/POD Maps.
- (1) Purchase and Sale Agreement.
- (1) Brockway Engineering PLLC Check # 13376

Cc: Four Seasons HOA, c/o: Paul Arrington
Joseph M. Gaffney, Trustee of the 1984 Brotman Family Trust, c/o: Jim Speck
Mr. Jeff Brotman