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DEC 08 2015

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80572MINIMUM 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

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Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Black Hawk 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.

Brian Howell
Signature of Applicant or Authorized Representative

Brian Howell
Print Name and Title if applicable

12/3/15
Date

Colvin Jorgins
Signature of Applicant or Authorized Representative

Colvin Jorgins
Print Name and Title if applicable

12-4-15
Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____
- 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 seeks to provide irrigation water to lot owners who want to irrigate more than 1/2 acre. This transfer proposes to change the point of diversion and place of use for water right 25-14315.

The applicants seek to create a 353.9 acre permissible place of use.

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 ☒ ☐	25-14315	0.02/3.5	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.02 cfs and/or 3.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 cubic feet per second and/or 3.5 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	Ground Water	
			NE	SE	11	01N	38E	Bonneville	Ground Water	

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 irrigated using the 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.

- 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:

Application for extension of time to avoid forfeiture approved in 2010. Accepted into the Water Supply Bank in 2015.

12/2/2015

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRIAN HOWELL 60 STONE RIDGE DR HURRICANE, WV 25526 (208)524-6313

Priority Date: 8/10/1966
Basis: Decead
Status: Active
Water Supply Bank Status: Active

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.020 CFS	3.5 AF
	<u>Total Diversion</u>		0.020 CFS	3.5 AF

[illegible]

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IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/2/2015

Generic Max Volume Per Acre: 4.0
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

Lessor Name: BRIAN HOWELL
Lease Status: Active
Lease Amount: 3.5
Rental Availability: 3.5
Date Received: 9/30/2015
Lease Begin Date: 9/30/2015
Expiration Date: 12/31/2019

WATER RIGHTS TRANSFER AND PURCHASE AGREEMENT

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

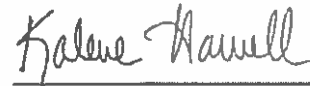
14. Binding Effect & Reliance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The parties to this Agreement specifically agree that this Agreement shall be binding upon them, and each of them, once both of them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

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

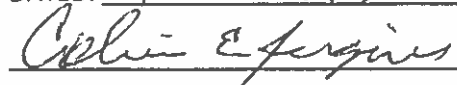
SELLERS

DATED: __11/10/15


BRIAN HOWELL


Kalene HOWELL

BUYERS

DATED: 11-13-2015

BLACK HAWK HOMEOWNERS ASSOCIATION, INC.
BY: COLVIN E. JORGINS
ITS: PRESIDENT

DATED: 11-17-15

IRON RIM RANCH HOME OWNERS
ASSOCIATION, INC.
BY: Ammon Hartner
ITS: PRESIDENT

Attachment #1

No. C 182534	Due no later than Mar 31, 2015 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			STEVEN L WETZEL 10553 S HENRY CREEK IDAHO FALLS 83406			
	1. Mailing Address: Correct in this box if needed. IRON RIM RANCH HOME OWNERS ASSOCIATION, INC. TRAVIS ANSCHUTZ 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
PRESIDENT	TRAVIS ANSCHUTZ	9936 S HENRY CREEK RD	AMMON	ID	USA	83406
VICE 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:		6. Annual Report must be signed.*				
ID C 182534		Signature: Caren Smith	Date: 01/23/2015			
		Name (type or print): Caren Smith	Title: Secretary			
Processed 01/23/2015		* Electronically provided signatures are accepted as original signatures.				

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No. C 165348	Due no later than Feb 28, 2015 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 USA		BRUCE R GREGORY 8065 S BLACKHAWK DR IDAHO FALLS 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
DIRECTOR	WAYNE BALL	9914 HENRY CREEK	IDAHO FALLS	ID	USA	83406
DIRECTOR	PEGGY WYMAN	4675 SILVER SPUR COURT	IDAHO FALLS	ID	USA	83406
SECRETARY	JAQUIE LEWIS	7677 S. SILVER SPUR	IDAHO FALLS	ID	USA	83406
PRESIDENT	COLVIN JERGENS	8070 S BLACKHAWK DR	IDAHO FALLS	ID	USA	83406
VICE PRESIDENT	GREG SELLERS	8000 S BLACKHAWK DR	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: 02/25/2015 Title: Bookkeeper				
Processed 02/25/2015		* Electronically provided signatures are accepted as original signatures.				

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COPY

**WATER WELL AGREEMENT OF
BLACKHAWK HOME OWNERS ASSOCIATION, INC. AND
IRON RIM RANCH HOME OWNERS ASSOCIATION, INC.**

This Agreement, made and entered into this 2nd day of February, 2012, by and between BlackHawk Home Owners Association, Inc., hereinafter referred to as "BlackHawk", and Iron Rim Ranch Home Owners Association, Inc., hereinafter referred to as "Iron Rim":

WITNESSETH:

THAT WHEREAS, BlackHawk is a home owner association for the BlackHawk development which includes BlackHawk Divisions 2, 3, 4 and 5, located in the County of Bonneville, State of Idaho; and,

WHEREAS, Iron Rim is a home owner association for Iron Rim development which includes Iron Rim Subdivision, located in the County of Bonneville, State of Idaho; and,

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein and an Agreement has been reached relative to supplying water from the well, or wells, and the cost of supplying said water; and

WHEREAS, wells are located upon Division No. 2, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying domestic water to lots connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the water distribution system shall be used and operated to provide domestic water for the lots connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well, or wells, and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the lots connected thereto; and

WHEREAS, the said well, or wells, are deemed by the parties hereto to be of adequate capacity to supply individual lots within BlackHawk and Iron Rim with water for domestic use; and

WHEREAS, Blackhawk is the assignee of an 87.5% interest and Iron Rim is the assignee of a 12.5% interest in Water Permit Number 25-7669, which authorizes sixty-five (65) hookups for water services in the Blackhawk and Iron Rim Subdivisions and are joint owners of the well property, buildings and system in the same percentages; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well, or wells, and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well, or wells, and water distribution system situated on the BlackHawk Divisions 2, 3, 4 and 5, and on the Iron Rim Subdivision shall be used by the parties to this Agreement, as well as by all future owners and occupants of said properties, upon the following terms and conditions:

Section I
Rights in Common

1. The parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective properties, and for the exclusive use of the respective lot owners, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well, or wells and the water distribution system for common domestic use, provided that each lot owner has established a valid water hookup for the owner's lot.

Section II
Water Committee

2. The authority and responsibility with respect to the well, or wells, and water distribution system shall be vested in a committee appointed by BlackHawk and Iron Rim hereinafter known as the "water committee".

3. The water committee shall be responsible for the repair, maintenance, and upgrade of the well, or wells, and water distribution system, for establishing and assessing a water fee on each lot owner within the BlackHawk and Iron Rim Subdivisions, for enforcing payment by the lot owners of the water fee, and for the general operation of the well, or wells, and water distribution system.

4. The water committee shall be made up of BlackHawk and Iron Rim lot owners and may be board members or non board members. Two committee members shall be selected by the BlackHawk board of directors and two committee members shall be selected by the Iron Rim board of directors. One committee member shall be selected by the BlackHawk and Iron Rim board of directors jointly. The water committee shall meet at appropriate times to conduct business necessary for its purposes. A quorum of three committee members must be present to conduct business. Each committee member shall have one vote. A majority vote of members present, with a quorum, shall be controlling. Notice of business meetings shall be given to each committee member at least two days in advance, except for emergency meetings. In the case of an emergency as described herein, a majority vote of those members of the committee present will be sufficient to act until such time that the full committee is able to meet and vote on a course of action. The water committee members shall select one of the members to serve as chairman of the committee. The water committee shall have authority to take all appropriate actions to expend funds collected from the user fees or obtained from grants or other sources, to

maintain, repair and upgrade the well, or wells, and water distribution system. The water committee shall have authority to hire employees and independent contractors to provide the services necessary for the water distribution system. The BlackHawk board of directors and the Iron Rim board of directors shall have authority to review and override the decisions of the water committee, by a majority vote of the combined boards, with a quorum present for each board.

5. The water committee shall determine the proportionate share of all expenses for the repair, maintenance, and upgrade of the well, or wells, and water distribution system that may become necessary, and shall have the full power and authority to assess and collect from lot owners within BlackHawk and Iron Rim their respective share of the necessary fees to cover such expenses.

6. All fees and assessments collected by the water committee shall be kept in a separate fund and be used solely for the repair, maintenance, and upgrade of the well, or wells, and water distribution system in accordance with the terms, conditions, and purposes of this Agreement. Any excess amount collected shall be maintained within the fund for future repairs, maintenance, and upgrades herein described.

7. The water committee shall keep a record of all funds collected and expended; such record shall be made available upon demand by Blackhawk or Iron Rim.

8. The water committee shall have the right to act to correct an emergency situation and shall have access to the pertinent lot to take reasonable steps to cure said emergency. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

9. Any action taken by the water committee shall conform with all applicable local, state, and federal law; as well as the terms, conditions, and purposes of this Agreement.

Section III Duties and Obligations of Lot Owners

10. Each lot owner must establish a valid water hookup for the owner's lot as required by Blackhawk, Iron Rim or the Water Committee in order to qualify to receive domestic water services on such lot.

11. The cost of any removal, replacement or damage of pre-existing site improvements on an individual property for system operation, maintenance, replacement, repair, improvements, inspection or testing of the well or water distribution system, will be borne by the owner of the affected property, except that costs to remove and replace any common boundary fencing or walls damaged as a result of repair shall be shared equally between or among lot owners so damaged.

12. Each individual lot owner within BlackHawk and Iron Rim will promptly repair, maintain and replace all water pipes or mains which are located on their respective lots, and shall bear the respective cost thereof.

13. Each lot owner within BlackHawk and Iron Rim shall pay their share for the monthly water assessment fee as determined by the water committee which includes the cost for energy for operation of the pumping equipment, testing, and any other related costs.

14. In the event that such payment remains unpaid for the period of thirty (30) days, water supply to such lot owner may be terminated until all arrearages in payment are received by the water committee.

15. The parties agree to take no action, nor permit any action by their members, which would come into conflict with or frustrate, the terms, conditions, and purposes of this Agreement.

Section IV Limitations on Use

16. Only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well, or wells and water distribution system; and each of the parties hereto does hereby covenant and agree that they will not allow or permit other persons, entities, or subdivisions to take, draw, use or receive water from the well, or wells, nor permit other persons, entities, or subdivisions to connect to the pipes or mains serving the water distribution system, unless this Agreement is amended as provided in paragraph 18.

Section V Testing and Water Quality

17. The undersigned parties and the lot owners shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, or the water committee, or any other pertinent local, state, or federal authority as provided for by law.

Section VI Amendments

18. The parties may amend this Agreement by majority vote of both BlackHawk and Iron Rim boards of directors.

19. Any expansion of the water distribution system to cover new subdivisions or additions to BlackHawk or Iron Rim must be approved through a majority vote of both BlackHawk and Iron Rim boards of directors.

Section VII

Duration

20. The term of this Agreement shall be perpetual.

21. The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto and of the lot owners within the subdivisions.

Section VIII

Miscellaneous

22. Invalidity of any of these covenants declared by court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BlackHawk Home Owners Association, Inc.

Iron Rim Ranch Home Owners Association, Inc.

By:

Alicia de la Cruz, President

By:

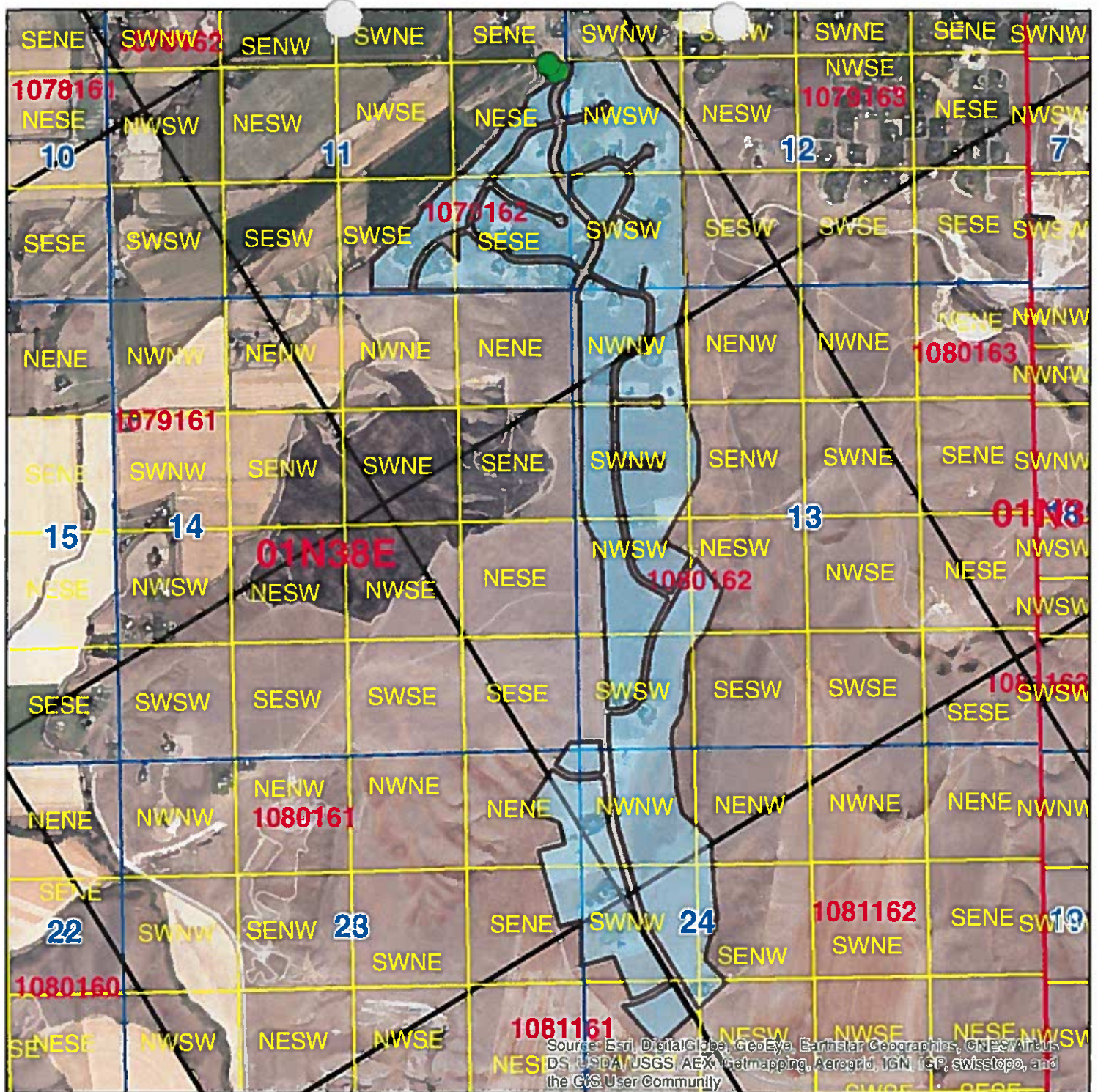
Steven L. Wetzel, President

By:

Clint Behrend, Secretary

By:

Caren Smith, Secretary

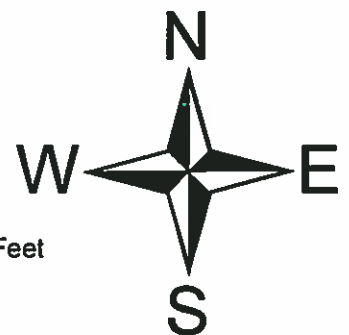


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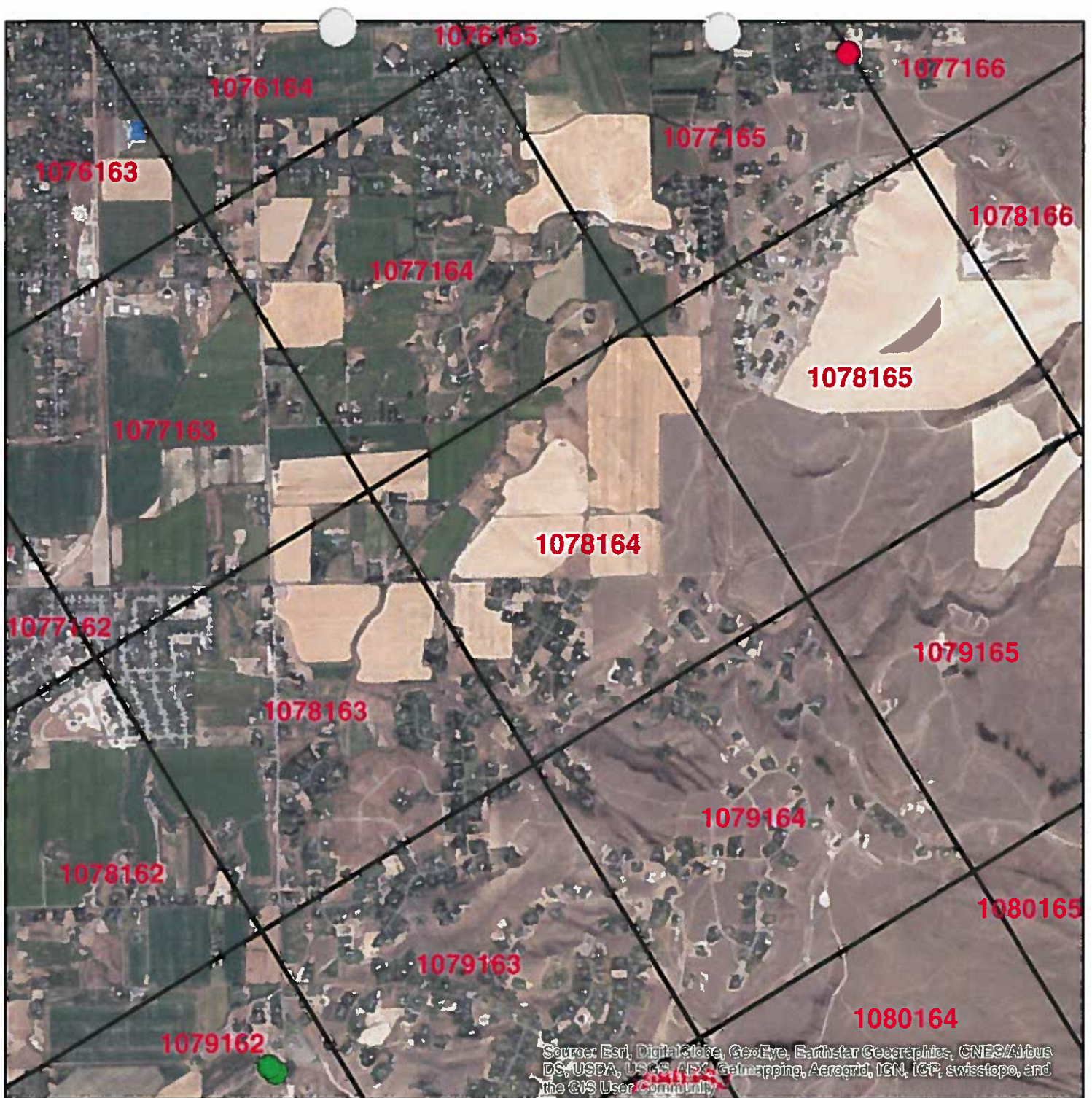
- Proposed Points of Diversion
- Permissible Place of use
- Township/Range
- Sections
- QQ
- ESPAM2_ModelGrid_06092011

0 950 1,900 3,800 Feet

1 inch = 1,614 feet



80579

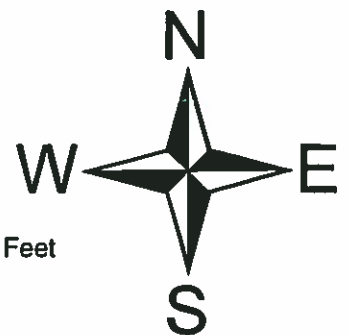


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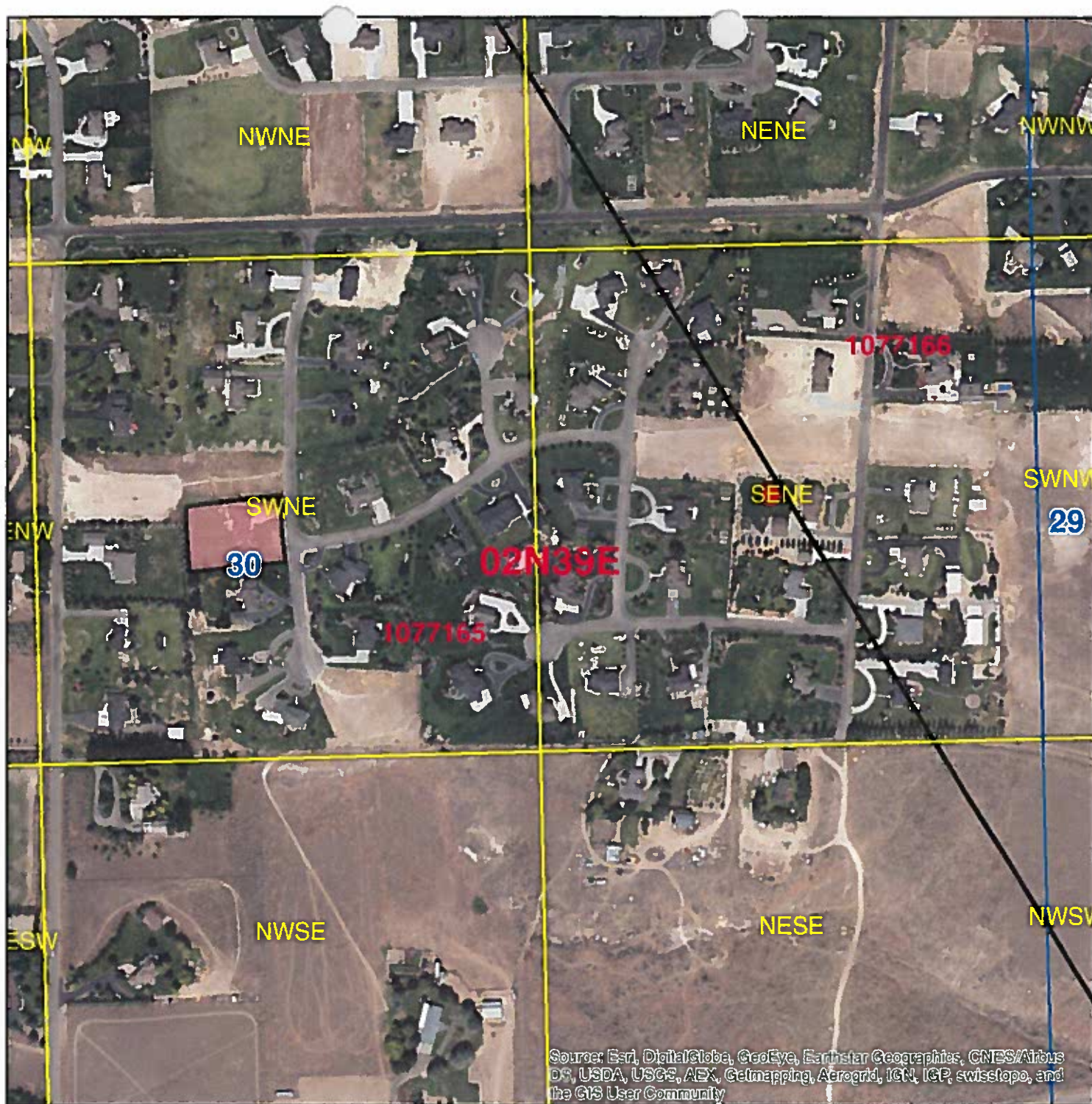
-  Current_Point_of_Diversion_25-14315
-  Proposed Points of Diversion
-  ESPAM2_ModelGrid_06092011

0 1,400 2,800 5,600 Feet

1 inch = 2,314 feet



80572

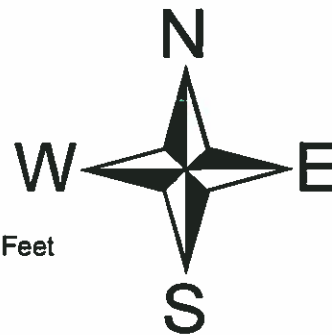


Legend

- Current_Point_of_Diversion_25-14315
- Current_Place_of_use_25-14315
- Township/Range
- Sections
- QQ
- ESPAM2_ModelGrid_06092011

0 230 460 920 Feet

1 inch = 371 feet



80572

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

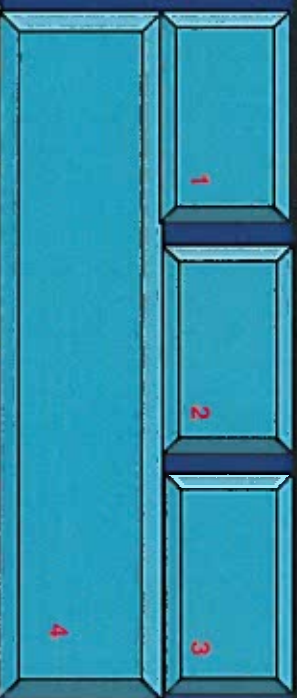
ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR:

SEASON:

TRANSFER NAME:



ENTER CELL LOCATIONS:

TO CELL:

FROM1 CELL:

FROM2 CELL:

FROM3 CELL:

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM2 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM3 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1966	0	1	1	0	0	0	0
WIN 1966	0	1	1	0	0	0	0
SPR 1966	0	1	1	0	0	0	0
SUM 1967	0	1	1	0	0	0	0
WIN 1967	0	1	1	0	0	0	0
SPR 1967	0	1	1	0	0	0	0
SUM 1968	0	1	1	0	0	0	0
WIN 1968	0	1	1	0	0	0	0
SPR 1968	0	1	1	0	0	0	0
SUM 1969	0	1	1	0	0	0	0
WIN 1969	0	1	1	0	0	0	0
SPR 1969	0	1	1	0	0	0	0
SUM 1970	0	1	1	0	0	0	0
WIN 1970	0	1	1	0	0	0	0
SPR 1970	0	1	1	0	0	0	0
SUM 1971	0	1	1	0	0	0	0
WIN 1971	0	1	1	0	0	0	0
SPR 1971	0	1	1	0	0	0	0
SUM 1972	0	1	1	0	0	0	0
WIN 1972	0	1	1	0	0	0	0
SPR 1972	0	1	1	0	0	0	0
SUM 1973	0	1	1	0	0	0	0
WIN 1973	0	1	1	0	0	0	0
SPR 1973	0	1	1	0	0	0	0

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 starting date only needs to be updated. Modifying the date does not automatically enter well locations.

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

Running the Model

Once the model cells have been entered, the 'RUN MODEL' button to get the results. Needs to be re-run if the location changes.

Getting the Model Output

Once the model has been run, the results will be displayed in the model output. This prepares the data for further analysis.

Entering water use data

All water use should be entered in the model output. This prepares the data for further analysis.

Entering 'TO' Well Projected Water Use

Enter the projected water use for the 'TO' well in the trimester (4-12) for instructions on multiple wells.

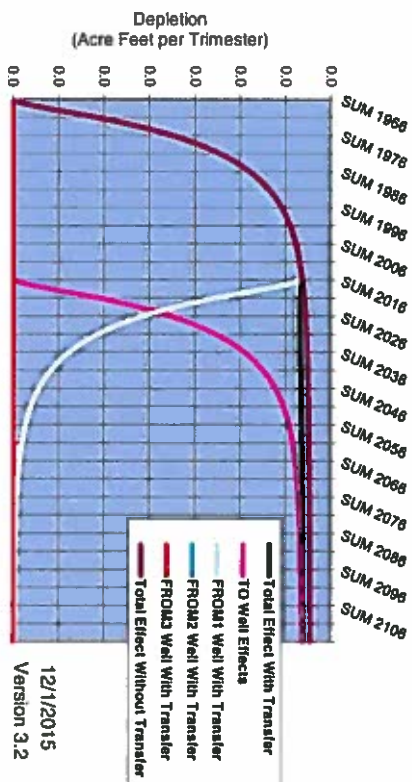
Entering 'FROM' Well With Transfer

Enter the 'With Transfer' water use for the 'FROM' well in Column 2.

[illegible]

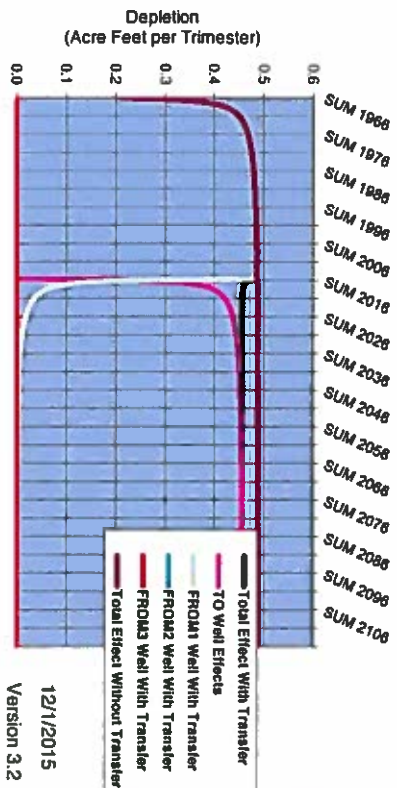
Hydrologic Response--Ashion to Rexburg

Customer Name:
Transfer No:

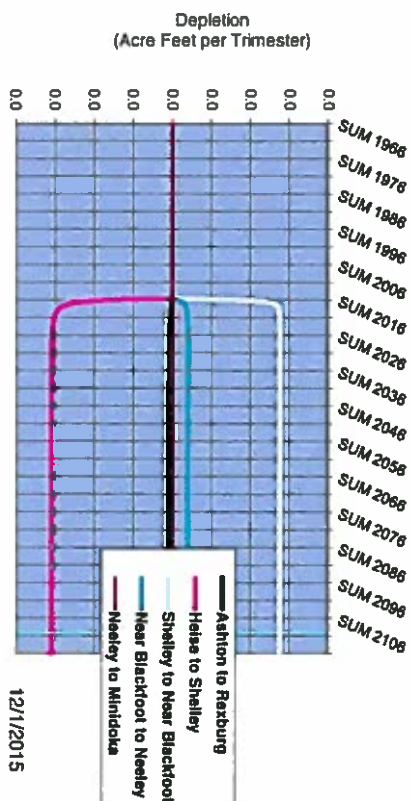


Hydrologic Response--Heise to Shelley

Customer Name:
Transfer No:



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

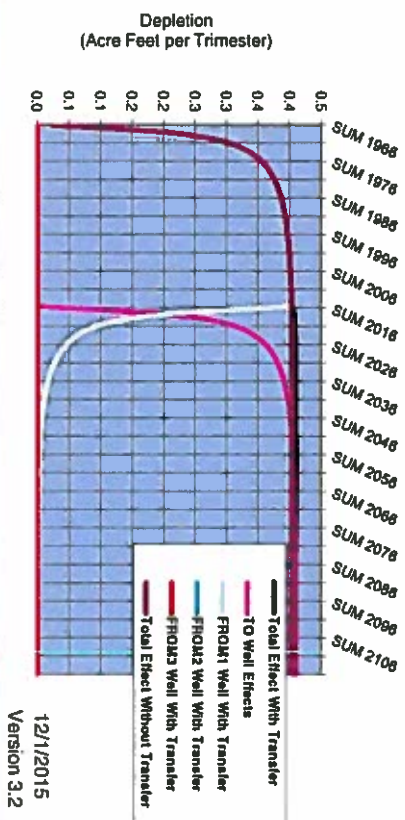


Customer Name:

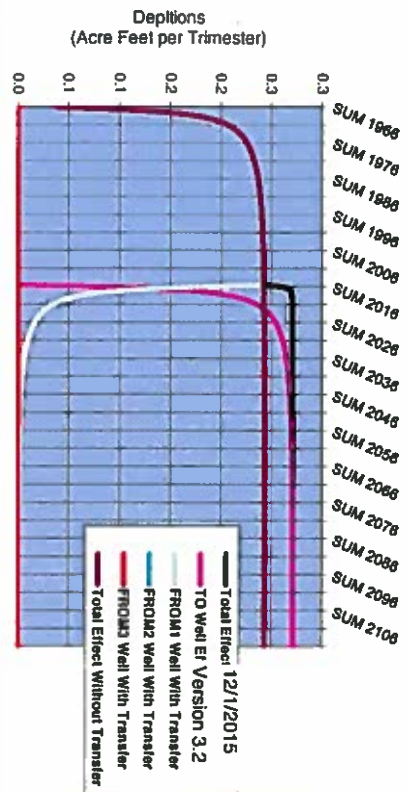
Transfer No:

Hydrologic Response--Near Blackfoot to Neeley

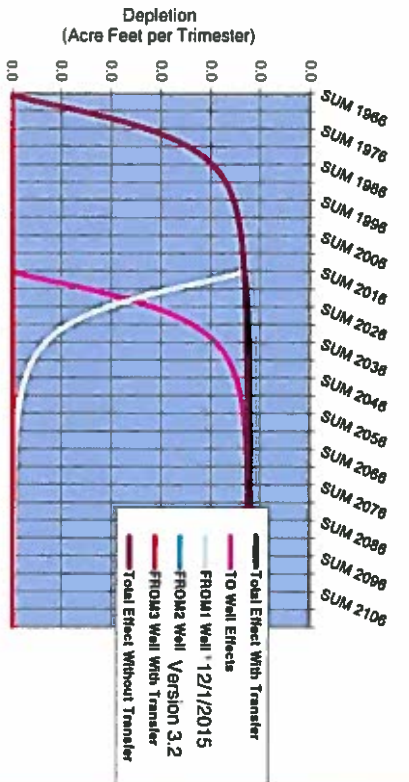
Customer Name:
Transfer No:



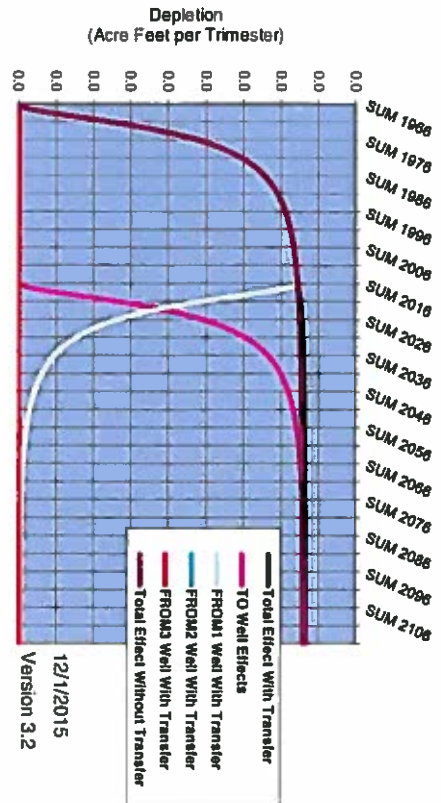
Hydrologic Response--Shelley to Near Blackfoot
Customer Name:
Transfer No:



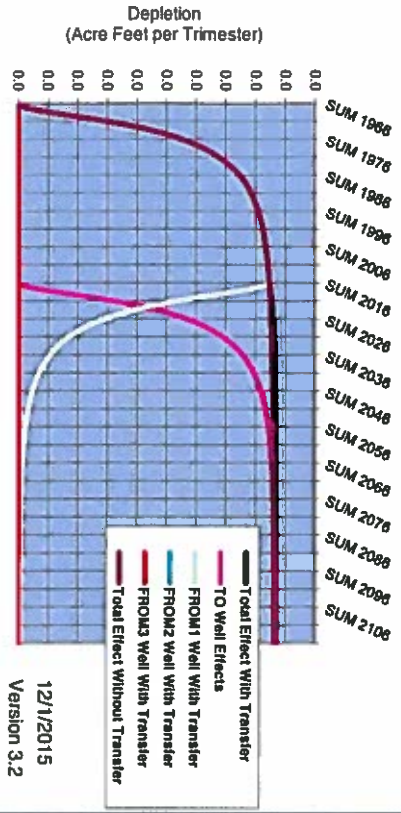
Hydrologic Response--Neeley to Minidoka
Customer Name:
Transfer No:



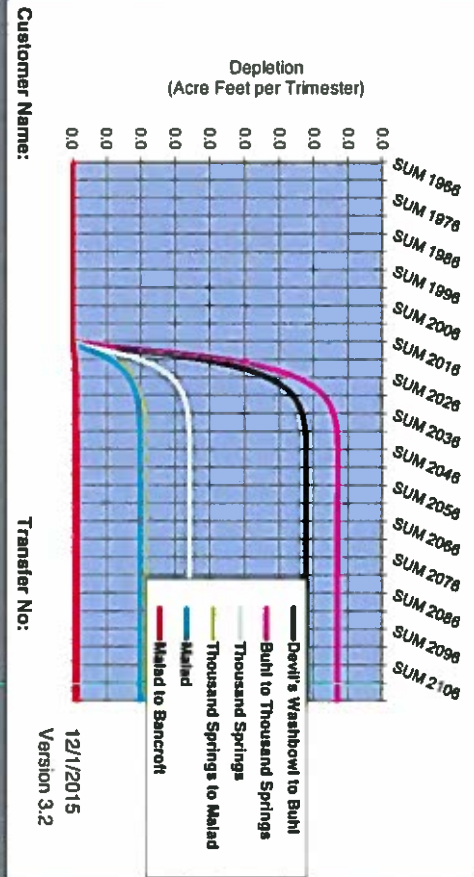
Hydrologic Response--Devil's Washbowl to Buhl
Customer Name:
Transfer No:



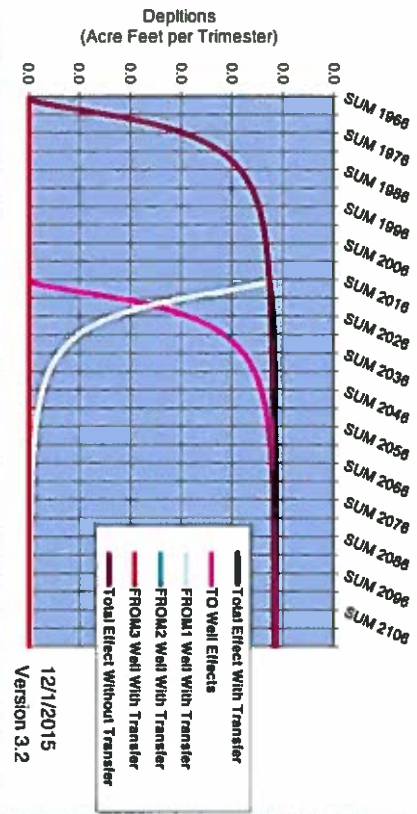
Hydrologic Response--Buhl to Thousand Springs
Customer Name:
Transfer No:



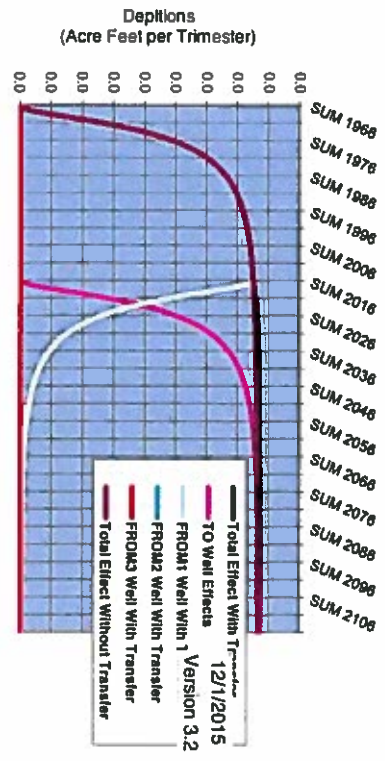
Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



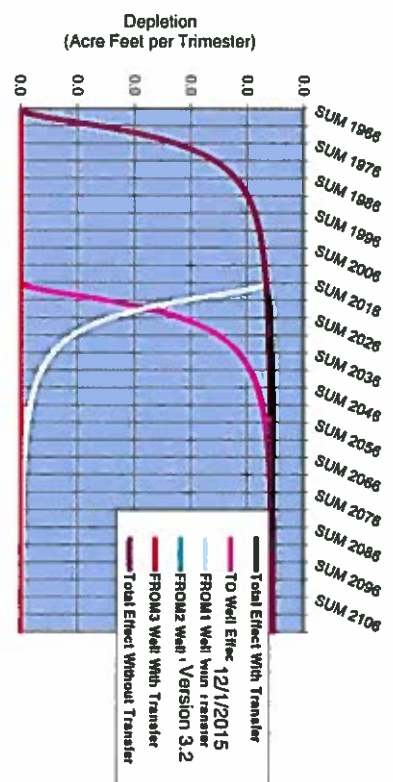
Hydrologic Response--Thousand Springs to Malad
Customer Name:
Transfer No:



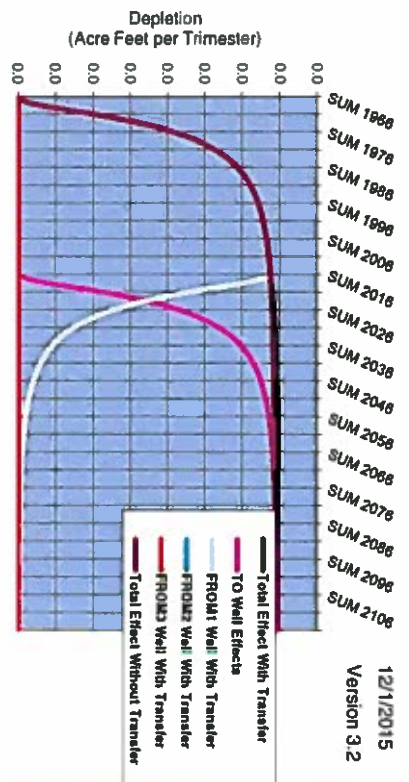
Hydrologic Response--Thousand Springs
Customer Name: Transfer No:



Hydrologic Response--Malad
Customer Name: Transfer No:



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



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 80572

**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	
25-14315	12/31/2019	0.02	3.5	1.0	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:

Once the transfer is approved, Right 25-14315 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.

Attachment #9 (WSB)

80572

