

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
FEB 23 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Adjudication

Right No(s).	Claim No(s).	Split(s)	/	Right No(s).	Claim No(s).	Split(s)
36-02465		Transfer/5208				

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):

PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) City of Hagerman
P.O. Box 158, Hagerman, Idaho 83332

4. New Owner/Claimant(s) Donnie McFadden
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
Billingsley Creek Ranch, L.P.

New Mailing Address 2276 B. South 1050 East

City, State and ZIP Code Hagerman, Idaho 83332

New Telephone Number (208) 837-6174

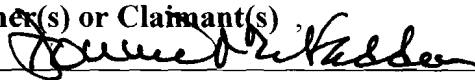
5. Date you acquired the property

Dec 29, 1989 from Carren Peterson
the actual water right was the City of Hagerman in Potter Spring which is located on the Peterson property. This right was traded to us on July 1st, 1991. I just found out the water right is still listed as belonging to the City.

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

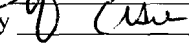
7. Signature(s) of New Owner(s) or Claimant(s) :  General Partner

 (title if applicable)

 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by		Date	2/23/07	Receipt Amt.	25 ⁰⁰
Received by		Date	2/27/07	Receipt No.	8029323
Processed by		AJ Date		WR	Date

AGREEMENT TO EXCHANGE WATER

This agreement is entered into between the City of Hagerman ("City") and Billingsley Creek Ranch/Donnie McFadden ("Ranch") on this 6th day of November, 1997. In exchange for the consideration stated in this agreement the parties understand and agree to the following:

1. The City is the owner of water right number 36-02465 from Potter Springs which is more particularly described under the recommendation of the right attached as Exhibit "A" and incorporated into this agreement.
2. The City also owns the pipeline and delivery system for right number 36-02465 from Potter Springs to the City.
3. The Ranch is owner of 159 shares of stock in Big Springs Water Users Association as is evidenced by Stock Certificate No. 246, which is attached as Exhibit "B" and incorporated into this agreement.
4. The City agrees to acquire and the Ranch agrees to sell 107 shares of the Big Springs Water Users Association stock identified in Certificate No. 246 to the City. In exchange, the Ranch agrees to acquire and the City agrees to sell right number 36-02465 and the delivery pipe on the Ranch's property to the Ranch. In order to accommodate and finalize this sale and exchange, the City and the Ranch agree to cooperate and take all necessary steps in order to facilitate such transfer and exchange. The City agrees to and has passed Ordinance No. 944 allowing it to exchange the Potter Springs water right for the Big Springs water shares. The Ranch, similarly has taken all steps to obtain authority and enter into this agreement and exchange its Big Springs water shares for the Potter Springs right.
5. The City and Ranch agree that for purposes of filing a transfer application with the Idaho Department of Water Resources in order to obtain approval for the transfer and exchange of water, the City shall be considered the owner of the Potter Springs right and the Ranch shall be considered to have acquired an option to purchase the right in exchange for the Big Springs shares cited above, which interest and option

AGREEMENT TO EXCHANGE WATER - 1

WATER RIGHTS

NOV 11 1997

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shall be contingent upon obtaining final approval from the Idaho Department of Water Resources for the transfer. In the event a transfer is not finally approved by the State of Idaho Department of Water Resources, this agreement shall expire and all interest in the Potter Springs right acquired by the Ranch through this agreement shall revert to the City. All interest in the 107 shares acquired by the City through this agreement shall revert to the Ranch.

6. Between now and the time any final approval of the transfer application to be filed with the Idaho Department of Water Resources shall be pending, the City agrees to allow the Ranch to use the Potter Springs right and the Ranch agrees to allow the City to use the Big Springs Water Shares, provided that any such use shall be authorized only if written consent for such use is obtained from the other party.

7. The City and Ranch agree to execute all papers and documents needed to accommodate the transfer of water rights and water shares and to deliver such rights and shares to the opposing party. This obligation includes the obligation to cooperate in obtaining all transfers, approvals from the Idaho Department of Water Resources, Big Springs Water Association and any other entity from whom approval is required to finalize this exchange. It includes the obligation to execute and finalize the exchange upon receiving final approval of any application for transfer and other approvals.

8. The City and Ranch agree to bear and pay the expenses of obtaining approvals for the transfer of the Potter Springs water right and other such approvals in equal proportions, each paying one-half.

9. The City and Ranch agree that each has entered into this transaction on the basis, not of representations, warranties, guarantees or descriptions made by the other party concerning the right, shares, value or use which has been or may be made of the Potter Springs right and Big Springs water shares, but based on each one's own reasonable investigation and understanding. Each agrees that the other has been given the opportunity to fully investigate and independently decide to enter into this agreement.

AGREEMENT TO EXCHANGE WATER - 2

10. The City and Ranch agree the exchange is being made on an "as is" basis with each party agreeing to release and hold harmless the other party from any representations, warranties, unknown conditions, limitations or other restrictions concerning the scope, extent, quality or quantity of property being exchanged, except as specifically represented in this agreement. The parties further agree that the final exchange to occur if and when all approvals have been acquired shall be on the same basis: the shares of Big Springs Water shall be transferred on a "as is" basis, and the Potter Springs right shall be transferred through a Quitclaim Deed.

11. Interpretation. The parties agree that each has had the opportunity to seek advice and negotiate the terms of this written agreement. If disputes concerning the agreement arise between the parties, rules of construction against either party as drafter shall not be applied to this agreement. Neither party shall seek to hold the law firm of Hepworth, Lezamiz & Hohnhorst, liable for any defects, errors or omissions in this agreement. The written agreement constitutes the entire agreement concerning this sale and exchange and all prior agreements are extinguished by the execution of this agreement.

12. Remedies. The parties agree that this agreement provides for the exchange and transfer of unique property. Monetary damages are an inadequate remedy. Therefore, each party agrees not to interpose any defenses in any legal proceedings that may arise concerning the enforcement of this agreement which would bar or hamper specific enforcement of this agreement and/or the final exchange and transfer of the water rights and water shares. Each party agrees that if the other is required to bring legal proceedings to enforce this action, the prevailing party shall be entitled to all costs, expenses and fees incurred in order to obtain the final transfer and exchange.

Dated this ____ day of November, 1997.

CITY OF HAGERMAN


James V. Norwood, Mayor

AGREEMENT TO EXCHANGE WATER - 3

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BILLINGSLEY CREEK RANCH

Donna Wadda

ATTEST this 10th day of November, 1997.

By: Barbara Grigley
Barbara Grigley, City Clerk

(BCRAGR.N04)k

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Chevrolet
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Lesamie &
Hahnke

AGREEMENT TO EXCHANGE WATER - 4

AGREEMENT

THIS AGREEMENT is entered into between the City of Hagerman, hereinafter referred to as the "City" and Billingsly Creek Ranch, hereinafter referred to as the "Ranch".

WITNESSETH:

Whereas, the City, is the owner of certain water rights in Potter Springs and the owner of the pipeline delivering said water from Potter Springs to the City;

Whereas, the Ranch is owner of one hundred and seven (107) shares in Big Springs Water Association;

Whereas, the City and the Ranch have entered into negotiations for the exchange of their respective water rights;

Whereas, the City has passed Ordinance 994 allowing it to exchange its water right and pipeline for the Big Springs Water Shares;

Whereas, the transfer of the City water rights to the Ranch has not yet been approved by the State of Idaho;

Whereas, it is the intention of both parties to make the exchange and both parties desire the use of the water as soon as possible.

NOW THEREFORE, for and in consideration of the mutual terms and conditions contained herein, both parties hereto do agree as follows:

1. The City will allow the Ranch to use its share of the water from Potter Springs and the City's pipeline that is located upon the Ranch's property.
2. The Ranch will allow the City to use its share in Big Springs Water Association, and will execute all papers needed for the Big Springs Water Association to deliver the water shares to the City.
3. Both parties will bear the cost, if any, of the use of the water. The parties agree that the quantity of water they will receive as a result of the exchange is unknown at this time, and both parties agree to assume the risk as to the quantity they actually receive as a result of the exchange.
4. The City agrees to allow the Ranch to relocate the pipeline. The Ranch agrees that in exchange for being allowed to relocate the pipeline, it will transfer its shares in Big Springs Water Association to the City, the earlier of the completion of the relocation of the pipeline or April 30, 1998.

Dated this _____ day of July, 1997.

Attested:

City Clerk, Barbara Gridley

City of Hagerman

BY: _____
Mayor, James V. Norwood

Billingsly Creek Ranch

BY: _____