

JUL 17 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
EASTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) City of Blackfoot
Mailing Address 157 North Broadway Street, Blackfoot, Idaho 83221
Email* mayor@cityofblackfoot.org Phone 208-785-2756
Name of Representative (if any) Rocky Mountain Environmental Associates, Inc.
Mailing Address 482 Constitution Way Ste 303, Idaho Falls, Idaho 83402
Email* kristin.rmea@gmail.com Phone 208-524-2353

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☒ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☐ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☒ **N/A.** This application does not propose to change the place of use or nature or use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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	

Total Irrigated Acres to be Changed: _____

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- | | |
|--|---|
| ☒ Change point(s) of diversion | ☒ Change place of use |
| ☒ Add point(s) of diversion | ☒ Change period of use |
| ☒ Change nature of use | ☐ Update water right ownership records |

B. Proposed Changes. Describe the proposed changes in narrative form:

The current nature and place of use of water right 27-12332 is proposed to be changed to a municipal use to be delivered through the City of Blackfoot's municipal system.

Ownership will be updated after an approval is issued.

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☐ ☒	27-12332	0.11 cfs	Municipal	01/01 to 12/31	Ground Water
☐ ☐		18.8 afa		to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 0.11 cfs and/or _____ af.

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

[illegible]

☐ N/A. This application does not propose to change the place of use.

[illegible]

Total Irrigated Acres: NA

PART 4 – ADDITIONAL INFORMATION

Transfer No. **89932** Page 5

Ident. No. _____

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☒ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.

None

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.

27-4086, 27-12266, 27-4087, 27-4106, 27-4088, 27-4151, 27-4153, 27-4165, 27-7361, 27-7384
27-7386, 27-11706, 27-12140, 27-12265 and 27-7329 are also diverted at the points of diversion.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 120. ☐ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☒ Yes. ☐ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

No other water rights.

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

City of Blackfoot owns many other municipal water rights delivered to the same POU, as well as canal companies that overlap.

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

☒ No. The place of use for the portion to be changed will no longer be irrigated.

☐ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes	No
☐	☒

currently leased to the Water Supply Bank?

If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov). Label the Form as Attachment 4C-7.

☐	☒
☐	☒
☐	☒

currently used in a mitigation plan limiting the use of water under the right?

subject to an agreement not to divert (CREP)?

currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

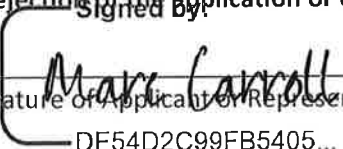
Wells connect to main lines that deliver water in the service area. Sizes and capacities vary, but total water use is monitored by the City.

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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.

Signed By:		
	Marc Carroll, Mayor	7/16/2025
Signature of Applicant or Representative*	Print Name and Title, if applicable	Date
DF54D2C99FB5405...		
Signature of Applicant or Representative*	Print Name and Title, if applicable	Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: \$ <u>450.00</u> ^(6310 check)	Receipt #: <u>E050998</u>	Date: <u>7/17/25</u>	Received by: <u>ah</u>
Add'l Paid: \$ _____	Receipt #: _____	Date: _____	Received by: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 5 day of June, 2025 (the "Effective Date"), by and between the following entities:

1. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Seller"); and
2. Acting on behalf of Seller, **Keller Williams Realty East Idaho**, an Idaho limited liability limited partnership whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Kevin E. Ward** acting as Agent for the Broker (hereinafter "Broker").
3. The **City of Blackfoot**, an Idaho incorporated municipality, whose address is 157 N. Broadway Street, Blackfoot, Idaho 83221, (hereinafter "Buyer");

Buyer, Seller, and Broker are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller currently has the legal right and option to a portion of Water Right No. 27-12332 (the "Water Right") which was decreed on February 15, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of September 25, 1974. The current description of the Water Right is more fully set forth in the reports obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Seller desires to sell, and Buyer desires to buy eight and nine tenths (8.9) acres of the Water Right. Buyer has agreed to purchase eight and nine tenths (8.9) acres of the Water Right from Seller as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following-described portions of the Water Rights:

Water Right No. 27-12332

Purpose:

Irrigation

Priority:

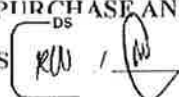
September 25, 1974

Quantity (Diversion Rate):

0.11 cfs of the total authorized 0.11 cfs

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS



DATE:

6/2/2025

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Quantity (Volume): 35.6 acre-feet per annum
Place of Use (Acreage): All 8.9 acres of the 8.9 authorized acres

The above-described portion of the Water Right is referred to hereafter as the "Purchased Water Right."

1. Property Retained. Other than the Purchased Water Right, Seller reserves and retains unto Seller any other water rights that may be appurtenant to the authorized place of use for the Water Right. No land, easements, or other property interests, other than the Purchased Water Right, are included in this Agreement.

2. [REDACTED]
actual number of acres successfully transferred are less than 8.9 acres, the purchase price will be re-calculated on that basis but still subject to other provisions of suitability described herein.

3. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of [REDACTED] (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein. A check for earnest money should be made to "Pioneer Title" who will escrow said monies until closing.

4. Transfer Application. Within 30 days after both Parties sign this Agreement, Buyer will file with IDWR an *Application for Transfer of Water Right* (the "Transfer") to amend and move the Purchased Water Right to Buyer's desired location(s). The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the Transfer, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer and/or defending against a protest to the Transfer. In the event this Agreement is terminated pursuant to paragraph 6 of this Agreement, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Purchased Water Right to the condition it existed on the Effective Date, upon completion of which the Earnest Money will be returned by Buyer within 14 days of such completion.

5. Transfer Contingencies.

- (a) Not applicable.
- (b) [IF APPLICABLE] Lien Release. If, after exercising commercially reasonable efforts, Seller is unable to obtain a lien release on the Water Right, this Agreement shall be null and void and of no further effect, and Buyer shall return the Earnest Money to Buyer.
- (c) No Protests. If no protests or other objections to the Transfer are filed with IDWR, but the Transfer is (i) denied, (ii) approved by IDWR for less than 8.9

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS [initials] / [initials] DATE: 6/2/2025 PAGE 2 OF 14

acres-worth of water right, or (iii) approved by IDWR with conditions that materially devalue the Purchased Water Right for Buyer's intended use thereof; then Buyer may terminate this Agreement within 14 days after the date of the IDWR approval notice by providing written notice of termination to Seller. Within 14 days of receipt of the notice of termination, Seller shall refund the Earnest Money to Buyer. If Buyer does not terminate this Agreement as provided herein, the Parties shall proceed to Closing as set forth in paragraph 7.

- (d) Protest Filed. If a protest or other objection to the Transfer is filed with IDWR, then Buyer may terminate this Agreement within 180 days after the protest is filed with IDWR. If Buyer does elect to terminate this Agreement, Seller shall refund the Earnest Money to Buyer within 14 days of receipt of the notice of termination.
- (e) Option Agreement. If Seller is unable to obtain title to the Water Right through the exercise of Seller's option to purchase the Water Right because of a breach by the other party to the Option Agreement, Seller may elect to terminate this Agreement within 180 days of the breach. In such event, Closing on this Agreement shall be stayed for said 180 days pending resolution of the dispute over the Option Agreement or termination by Seller.

6. Closing.

- (a) Closing Date. If (1) the Water Right is unstacked as provided in paragraph 6(a); and (2) no protest to the Transfer is filed with IDWR; or (3) IDWR issues a transfer approval acceptable to Buyer without the conditions of paragraph 6(c) present, If a protest or other objection to the Transfer is filed with IDWR, or there is a dispute over the Option Agreement, and Buyer does not elect to terminate the Agreement as set forth in paragraph 6(d) of this Agreement, the Closing shall occur within 14 days after the 180-day termination period expires. Notwithstanding the above, the Parties may mutually agree to another date for the Closing.
- (b) Closing Location. The Closing shall occur at the offices of Pioneer Title Company, 1655 Elk Creek Drive Suite 100, Idaho Falls, Idaho 83404, or at another location mutually agreed by the Parties.
- (c) Documents to be Delivered at Closing.

(2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as Exhibit 3 for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.

- (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be

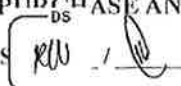
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: [Signature] / [Signature] DATE: 6/2/2025 PAGE 3 OF 14

paid by Buyer. All other expenses not specifically referenced in this Agreement but related to the Transfer and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

7. Default. In addition to either Party's failure to perform any material term or condition of this Agreement or a Party's breach of any of such Party's representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), Buyer shall be deemed in default hereof if Buyer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, Buyer makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization, in which case, in addition to any other remedies or rights Seller might have, Seller shall have the power and authority to notify the Department that the Application for Transfer has been withdrawn.
8. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date and again as of the Closing as follows:
 - (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Right in fee simple, and Seller (at its expense) shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Right on or before Closing. If, after exercising commercially reasonable efforts, the liens, claims, or encumbrances are not removed by Closing, Seller may terminate this Agreement.
 - (b) Conveyance. Seller shall then convey the Purchased Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Right Report contained at **Exhibit 1**.
 - (c) Appurtenance. The Purchased Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (d) Not Forfeited. No portion of the Purchased Water Right has been forfeited or abandoned in whole or in part.
 - (e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.
9. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Purchased Water Right, as follows:
 - (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

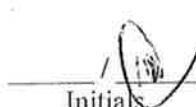
BUYER AND SELLER'S INITIALS  DATE: 6/2/2025 PAGE 4 OF 14

- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Right for Buyer's intended purposes.
10. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.
11. Broker.
- (a) 
- (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Buyer has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Buyer understands that the brokerage involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Buyer understands that, as an agent for both Buyer/client and Seller/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Buyer understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Buyer further acknowledges that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS  DATE: 6/2/2015 PAGE 5 OF 14

- (c) Buyer Notification and Consent to Release from Conflicting Agency Duties. Buyer acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other buyers and for sellers in the sale of the property. Buyer has been advised and understands that it may create a conflict of interest for Broker to introduce Buyer to a Seller client's property because Broker could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Buyer makes the following election.** (Make one election only.)


 Initials _____
 Limited Dual Agency and / or Assigned Agency
 Buyer DOES want to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the Buyer and Seller in the introduction of Buyer to such Seller client's property and in the preparation of any contract of sale which may result. Buyer authorizes Broker to act in a limited dual agency capacity. Further, Buyer agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, Buyer authorizes Broker to act in such capacity.

OR

_____ / _____
 Initials _____
 Single Agency
 Buyer DOES NOT want to be introduced to Seller client's property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the Buyer to any Seller client's property.

12. Miscellaneous.

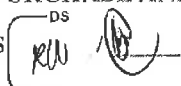
- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.
- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS:  /  DATE: 6/2/2025 PAGE 6 OF 14

<u>Seller</u>	<u>Buyer</u>
Rocky Mountain Water Exchange, LLC 482 Constitution Way Ste 303 Idaho Falls, ID 83402 Email: rog.rmea@gmail.com	The City of Blackfoot 157 N. Broadway St. Blackfoot, ID 83221 Email: mayor@cityofblackfoot.org
<u>Broker's Representative</u>	<u>Buyer's Representative</u>
Kevin E. Ward 3525 Merlin Dr. Idaho Falls, ID 83404 Email: kwinsif@gmail.com	Mayor Marc Carroll The City of Blackfoot 157 N. Broadway St. Blackfoot, ID 83221 Email: mayor@cityofblackfoot.org Princeton Lee plee@cityofblackfoot.org

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS  DATE: 6/2/2025 PAGE 7 OF 14

Electronic signatures to this Agreement transmitted by facsimile or email shall be valid and effective to bind the party so signing

- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

“SELLER”

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**

DocuSigned by:

Roger Warner

By: W F531976A25C24E1...

Its: Partner

“BROKER”

KELLER WILLIAMS EAST IDAHO

Signed by:

Ken E. Ward

By C610DBCCD69C4AA...

“BUYER”

CITY OF BLACKFOOT

M. Carroll

By: Marc Carroll

Its: Mayor for the City of Blackfoot

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS

DS
RW

DATE:

6/2/2025

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**Exhibit 1
The "Water Right"**

Water Right Report : 27-12332(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	STEEL, EVAN	586 E WEEDING LN	BLACKFOOT	ID	83221-5984
Current Owner	STEEL, KIRSTIE	586 E WEEDING LN	BLACKFOOT	ID	83221-5984
Original Owner	NEF, NORMAN E	1357 S 55TH W	IDAHO FALLS	ID	83402-5457
Previous Owner	NORMAN E NEF & SONS INC	1357 S 55TH W	IDAHO FALLS	ID	83402-5457

Water Right Status

Priority Date : 9/25/1974
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	03N	34E	32	0	SE	SW	SW	BONNEVILLE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	0.11 CFS	35.60 AFA
TOTAL			0.11 CFS	35.60 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
02S	36E	13		SW	NE		8.9

Irrigation Totals

Total Acres Acre Limit
8.90

Conditions

Code Conditions

- 805 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No.120.
- 214 Prior to the diversion and use of water under Transfer approval 85706, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:

DS
[Signature]

DATE:

6/2/2025

PAGE 9 OF 14

- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

Licensed Date :
 Decreed Date : 2/15/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date:
 Protest Deadline Date:

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 4
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

9/18/2023

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS

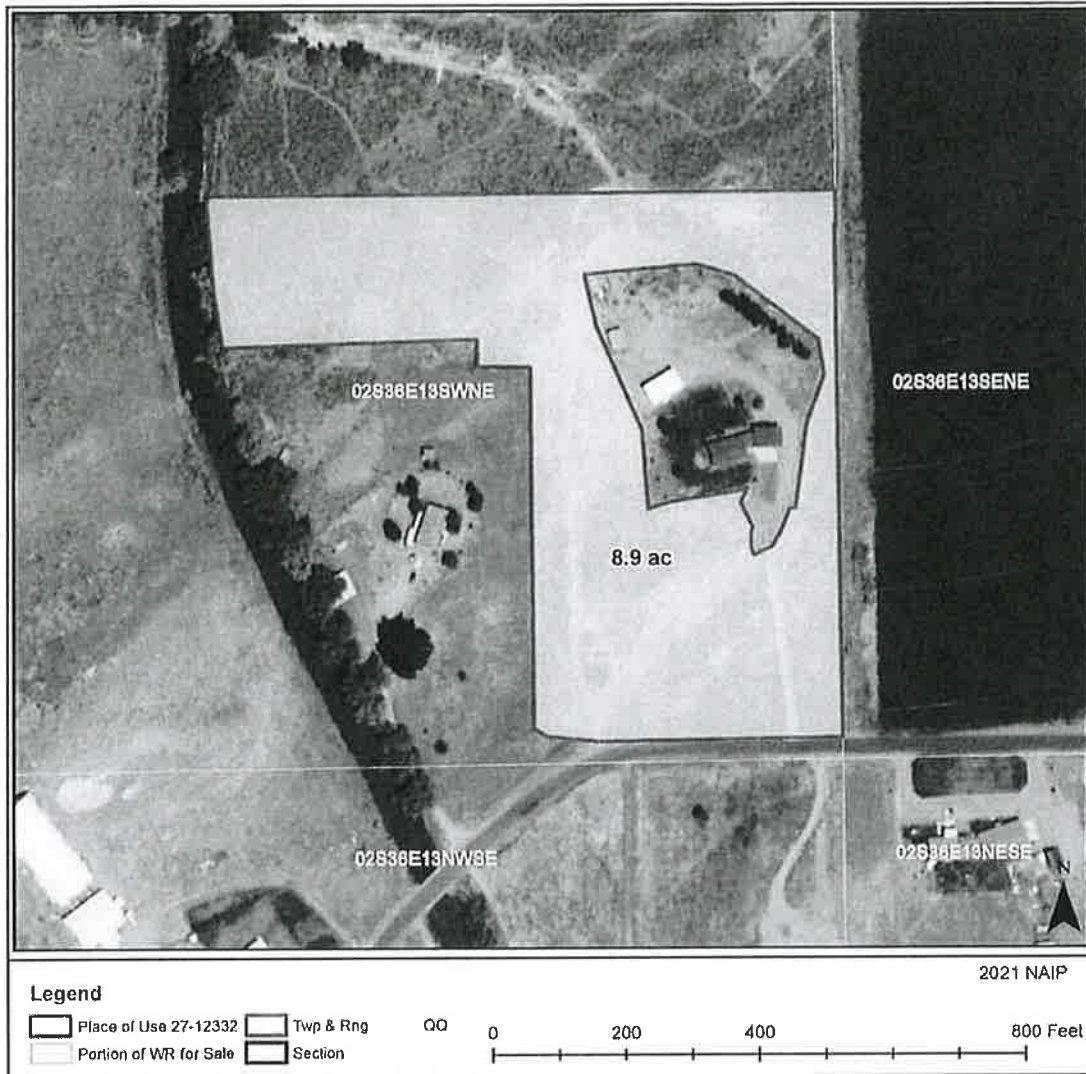
DS
 [Signature]

DATE:

6/2/2025

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Exhibit 2
Map of 8.9 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS:  /  DATE: 6/2/2025 PAGE 11 OF 14

89932

**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Kristin Moore
Rocky Mountain Environmental Associates, Inc.
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Evan Steel and Kirstie Steel, whose address is 586 E. Weeding Ln., Blackfoot, ID 83221 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto the **City of Blackfoot**, an Idaho incorporated municipality, whose address is 157 N. Broadway Street, Blackfoot, Idaho 83221, (hereinafter "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in water right described on Exhibit A attached hereto (hereinafter the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this _____ day of _____, 20____.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS

DS
[Signature]

DATE:

6/2/2025

PAGE 12 OF 14

“GRANTOR”

STATE OF IDAHO)
)ss.
County of _____)

 This record was acknowledged before me on the ____ day of _____,
2024, by _____.

Notary Public for Idaho
My Commission Expires: _____

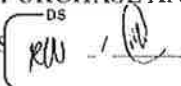
STATE OF IDAHO)
)ss.
County of _____)

 This record was acknowledged before me on the ____ day of _____,
2024, by _____.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS  DATE: 6/2/2025 PAGE 14 OF 14

89932

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT ("Option Agreement") is made and entered to be effective as of the 26th day of November, 2024 (the "Effective Date"), by and between the following entities:

1. Evan Steel and Kirstie Steel, whose address is 586 E Weeding Ln., Blackfoot, ID 83221 (hereinafter "Seller");
2. Rocky Mountain Water Exchange, LLC, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer"); and
3. Acting as Agent on behalf of the Broker, Reed D. Nord, a licensed real estate agent in the state of Idaho whose business address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, (hereinafter "Agent").

Buyer, Seller, and Agent are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns Water Right No. 27-12332 (the "Water Right") which was decreed on February 15, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of September 25, 1974. The current description of the Water Right is more fully set forth in the reports obtained from the Idaho Department of Water Resources ("IDWR" or the "Department") attached hereto as **Exhibit 1**.
- B. Buyer has inspected government records and reviewed other information pertaining to the Water Right. Seller desires to grant, and Buyer desires to obtain, an option to purchase the Water Right as set forth in the terms and provisions of this Agreement.

AGREEMENT:

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

- I. Option Granted. Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, the entire Water Right of 8.9 acres

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ES KS DATE: 11/26/24 PAGE 1 OF 13

illustrated in **Exhibit 2** at any time on or before January 1, 2027 (the "Option Period") if Buyer is not then in default of any provision of this Agreement.

2. Payment for Option. Upon execution of the Option Agreement, Buyer shall pay to Seller a fee in the amount of [REDACTED] for the Option. This payment is nonrefundable, except in the case of Seller's default.
3. Transfer Application. During the Option Period, Buyer, in its sole discretion may elect to file with IDWR one or more applications for transfer ("Transfer" or "Transfer Application") for the Water Right. Seller hereby consents to such transfers. Buyer shall bear all costs associated with each Transfer and shall have the ability to file a Transfer as to any of the Water Rights. The Transfer applications may entail a change in any element or condition of the Water Rights or may entail use of the Water Rights for mitigation or some other similar purpose. Buyer shall be entitled to any mitigation credits resulting from the Transfer. Upon IDWR approval of a Transfer, Buyer shall purchase the changed portion of the Water Right in accordance with section 9 of this Option Agreement.
4. Cooperation with Transfer Efforts. Seller shall reasonably cooperate fully with Buyer throughout each Transfer. At Buyer's request and direction, Seller shall take whatever steps are reasonable and appropriate to support and assist in securing approval of the Transfer, including signing and notarizing Transfer Applications, authorizations, and other documents consistent with Buyer's rights under this Option Agreement, or ceasing irrigation of portions of the Water Right place of use if necessary. Any costs incurred by Seller at Buyer's direction in this regard shall be reimbursed by Buyer. In the event that it is necessary to dry up acres in order to obtain transfer approval, Buyer will inform Seller of the need to dry up acres and shall identify which acres need to be dried up. Seller acknowledges that Buyer may not have the ability to immediately dry up acres if crops have been planted or if the Water Right is in the Water Supply Bank. Buyer will inform and cooperate with the Seller about the amount and timing of Transfers and the withdrawal of all or portions of the Water Right from the Water Supply Bank as necessary to ensure that Transfers do not dry up planted or growing crops or cause any other damage or liability to Seller. Additionally, to the extent crop reports are available, Seller agrees to secure and provide to Buyer (or to assist Buyer to obtain) Farm Service Agency crop reports for the Water Right place of use.
5. Withdrawal of Transfer Application. At any time and in its sole discretion Buyer may withdraw, amend, or suspend any pending Transfer Application or file a new or revised Transfer Application.
6. Use and Protection of Water Rights. Prior to their conveyance to Buyer at Closing if the Option is exercised, Seller is authorized to continue to use any portion of the place of use of the Water Right that is not the subject of a Transfer. Seller shall keep Buyer fully advised of the status and use of the Water Rights during the Option Period. At no time

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LSL/ES KS DATE: 11/26/24 PAGE 2 OF 13

during which this Option Agreement is in effect shall Seller take any action that diminishes the value or utility of the Water Right.

7. Exercise of Option. Buyer may exercise its option as to all or part of the Water Right, in one or more increments, during the Option Period. For example, if Buyer exercises its option as to a 10-acre portion of the Water Right, Buyer may subsequently exercise its option again for the remaining 12.0 acres or new portions thereof. Buyer shall exercise the Option by providing notice consistent with paragraphs 3 and 9 of this Option Agreement.
8. Purchase Price. Buyer will exercise its Option in connection with Buyer's sale of the Water Right to third-party buyers (each an "End Buyer"). The purchase price from Seller to Buyer shall be the same as the purchase price from Buyer to the End Buyer plus the End Buyer's 
9. Closing. Within 10 days after IDWR approves a Transfer, Buyer shall deliver to Seller the IDWR approval notice. Closing of the transferred portion of the Water Right shall occur within 45 days following the date of the IDWR approval notice unless such date is not feasible due to planted or growing crops or the Water Right being rented from the Water Supply Bank, in which case closing shall occur as soon as reasonably practicable. At the closing, (1) Seller shall convey title to the transferred portion of Water Right to Buyer or the End Buyer, at Buyer's direction, via special warranty deed, (2) Buyer shall pay to Seller the purchase price less the Agent's Premium identified in section 12.a, and (3) Buyer shall pay to Agent the Agent's Premium identified in section 12.a.
10. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the Effective Date as follows:
 - (a) Authority. Seller has the full legal right, power and authority to enter into and perform this Option Agreement, and shall remove, or shall exercise commercially reasonable efforts to cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before Closing if the Option is exercised and the Water Right is purchased by Buyer.
 - (b) Appurtenance. The Water Right is appurtenant to and has been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use consistent with Idaho law.
 - (c) Not Forfeited. No portion of the Water Right has been forfeited or abandoned in whole or in part.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LES KS DATE: 11/26/24 PAGE 3 OF 13

- (d) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

11. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of the Closing for the Water Right, as follows:

- (a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.
- (b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.

12. Agent.

(a)

- (b) Consent To Limited Dual Representation And Assigned Agency. The undersigned Seller has received, read and understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned Seller understands that the Agent involved in this transaction may be providing agency representation to both the Buyer and the Seller. The undersigned Seller understands that, as an agent for both Buyer/client and Seller/client, an Agent will be a limited dual agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms, or factors motivating the Buyer/client to buy or the Seller/client to sell without specific written permission of the client to whom the information pertains. The specific duties, obligations, and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by § 54-2085, Idaho Code. The undersigned Seller understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned Seller further acknowledges that, to the extent the Agents brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in § 54-2087, Idaho Code. In an assigned agency situation, the designated Broker (the broker who supervises the sales agent associates) will remain a limited dual agent of the client and shall have the

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LDL ES KS DATE: 11/26/24 PAGE 4 OF 13

duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

- (c) Seller Notification and Consent to Release from Conflicting Agency Duties. Seller acknowledges that Agent as named above has disclosed the fact that at times Agent acts as agent for other buyers and for sellers in the sale of the property. Seller has been advised and understands that it may create a conflict of interest for Agent to introduce Seller to a Buyer client's property because the Agent could not satisfy all of its client duties to both Buyer client and Seller client in connection with such a showing or any transaction which resulted. **Based on the understandings acknowledged, Seller makes the following election.** (Make one election only.)

_____/_____
Initials
Limited Dual Agency
and / or
Assigned Agency

Seller DOES want to be introduced to Buyer client's property and hereby agrees to relieve Agent of conflicting agency duties, including the duty to disclose confidential information known to the Agent at the time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Agent will act in an unbiased manner to assist the Buyer and Seller in the introduction of Seller to such Buyer client's property and in the preparation of any contract of sale which may result. Seller authorizes Agent to act in a limited dual agency capacity. Further, Seller agrees that Agent may offer, but is not obligated to offer, assigned agency representation, and if offered by the Agent, Seller authorizes Agent to act in such capacity.

OR

_____/ES KS
Initials
Single Agency

Seller DOES NOT want to be introduced to Buyer client's property and hereby releases Agent from any responsibility or duty under the agency agreement. Agent shall be under no obligation or duty to introduce the Seller to any Buyer client's property.

13. Miscellaneous.

- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ARL ES KS DATE: 11/26/24 PAGE 5 OF 13

- (b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, by facsimile, or by email to the listed email address below. Notice shall be provided to the following:

<u>Seller</u>	<u>Buyer</u>
Evan Steel	Rocky Mountain Water
586 E Weeding Ln.	Exchange LLC
Blackfoot, ID 83221	482 Constitution Way Ste. 303
	Idaho Falls, ID 83402
	rog.rnea@gmail.com
<u>Seller's Representative</u>	<u>Broker's Representative</u>
None	Reed Nord
	3525 Merlin Dr.
	Idaho Falls, ID 83404
	nordpsa@gmail.com

- (c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding this Option Agreement. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.
- (d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.
- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LP/ES KS DATE: 11/26/24 PAGE 6 OF 13

- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Option Agreement.
- (k) Recording. The Parties may record a notice of this Option Agreement in the records of Bingham County, Idaho, in a form substantially like the form attached hereto as **Exhibit 3**.

[SIGNATURES ON FOLLOWING PAGE]

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LR BS KS DATE: 11/26/24 PAGE 7 OF 13

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"



Evan Steel


Kirstie Steel

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**



By: W. Roger Warner
Its: Managing Member

"BROKER"



Reed D. Nord, Agent for Broker

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LRK JES KS DATE: 11/26/24 PAGE 8 OF 13

Exhibit 1 The "Water Right"

Water Right Report : 27-12332(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	STEELE, EVAN L	526 E WELLSBURG LN	BLACKFOOT	ID	83221-5184
Current Owner	STEELE, KIRSTIE	526 E WELLSBURG LN	BLACKFOOT	ID	83221-5184
Original Owner	NEL NORMAN LEE	1352 S 55TH W	IDAHO FALLS	ID	83402-5457
Previous Owner	NORMAN LEE & SONS INC	1352 S 55TH W	IDAHO FALLS	ID	83402-5457

Water Right Status

Priority Date : 9/25/1974
 Status: Decreed
 Status: Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01N	34E	12	0	SE	SW	SW	BIGHAMVILLE	

Water Uses

Beneficial Use	From To	Diversion Rate	Volume
IRRIGATION	4/01 - 11/01	0.11 CFS	15.00 AFA
TOTAL		0.11 CFS	15.00 CFS

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
02S	25C	13		SW	NE	B 0	

Irrigation Totals

Total Acres Available
 0.90

Conditions

Code Conditions

- 202 Use of water under this permit may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
- 214 Prior to the diversion and use of water under transfer approval B57016, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LS/KS DATE: 11/26/24 PAGE 9 OF 13

- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

Licensed Date :
 Decreed Date : 2/15/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date:
 Protest Deadline Date:

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 4
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

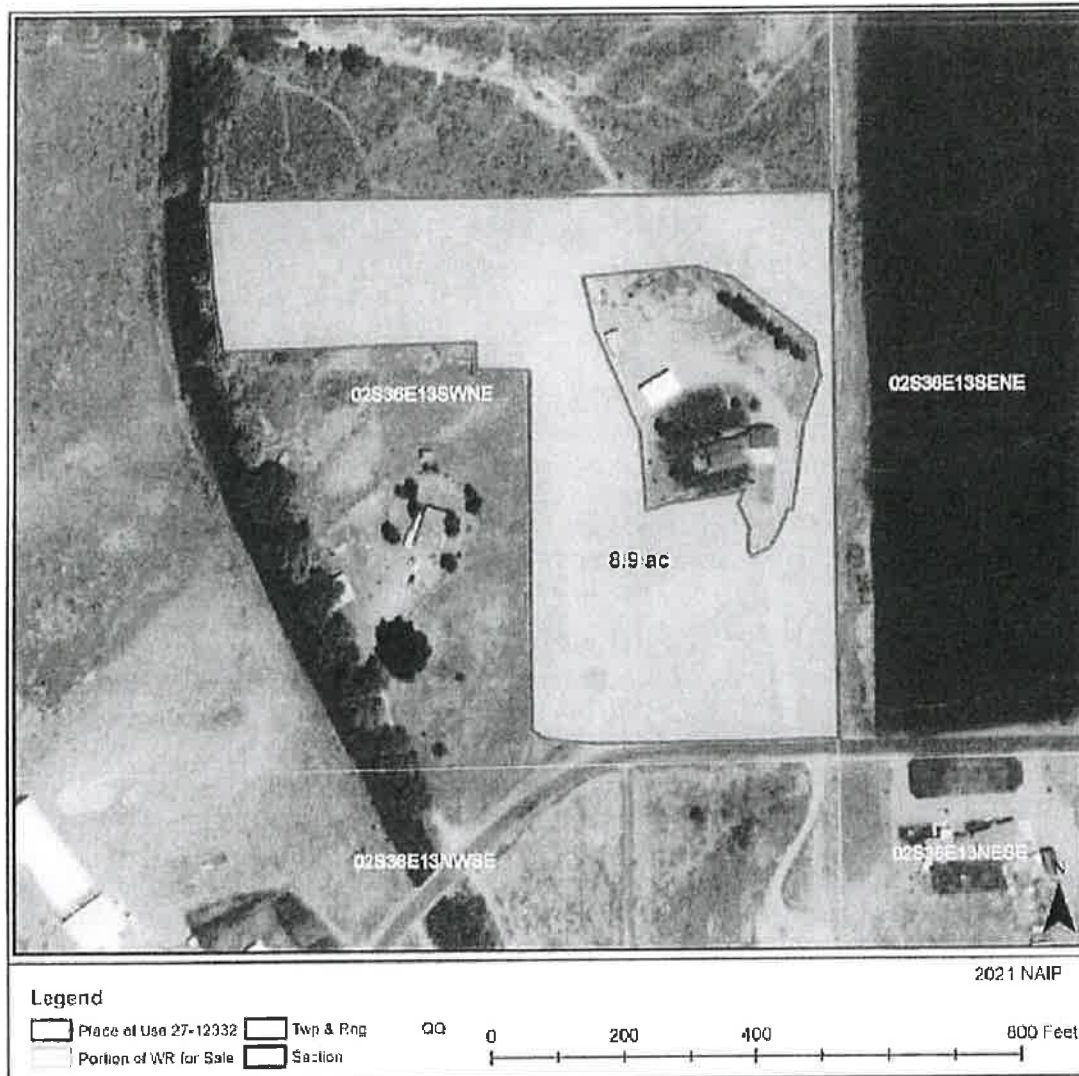
9/18/2023

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: RL DATE: _____ PAGE 10 OF 13

Exhibit 2
Map of the 8.9-acre Water Right



OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT
 BUYER AND SELLER'S INITIALS: LRL/ES ^{KS} DATE: 11/26/24 PAGE 11 OF 13

Exhibit 3
MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is entered into this 24th day of ~~December, 2024~~, (the "Effective Date") by and between the following parties:
 (h) November

1. **Evan Steel and Kirstie Steel**, whose address is 586 E Weeding Ln., Blackfoot, ID 83221 (hereinafter "Seller"); and
 2. **Rocky Mountain Water Exchange, LLC**, an Idaho limited liability company, whose address is 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402 (hereinafter "Buyer")
- C. Seller owns Water Right No. 27-12332 (the "Water Right") which was decreed on February 15, 2002 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of Idaho for irrigation purposes with a priority date of September 25, 1974.
- D. Pursuant to a certain Option Agreement for Purchase and Sale of Water Right ("Option Agreement"), Seller has granted Buyer an exclusive option and right to purchase the Water Right.

NOW, THEREFORE, in order to provide public notice thereof, Seller and Buyer recite as follows:

1. Buyer and Seller acknowledge and agree that the Water Right is subject to Buyer's exclusive right to purchase under the terms and conditions of the Option Agreement.
2. Buyer and Seller acknowledge and agree that the Water Right is subject to Buyer's exclusive right to purchase under the terms and conditions of the Option Agreement.
3. Buyer and Seller agree that this Memorandum of Option Agreement may be recorded.
4. Buyer shall execute and record a release of this Memorandum of Option Agreement upon the expiration of the Option Period or termination of the Option Agreement in the event that Buyer does not exercise the option under the Option Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Memorandum of Option Agreement effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LRK/ES KS DATE: 11/24/24 PAGE 12 OF 13

"SELLER"

ES

Evan Steel

Kirstie Steel

Kirstie Steel

"BUYER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**

By: W. Roger Warner
Its: Managing Member

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: ES / KS DATE: 11/20/24 PAGE 13 OF 13

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act," Idaho Code 54-2082 through 54-2097.

Effective January 1, 2023

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Division of Occupational and Professional Licenses — Real Estate Commission
(208) 334-9285
rec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For In Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: _____ Phone: _____

RECEIPT ACKNOWLEDGED

Rev 01/01/2023

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure. This document is not a contract, and signing it does not obligate you to anything.

Signature: Brian J Date: 11/26/24

Signature: Xiaohu Steel Date: 11/26/24

Serial #: 091550-600172-6789404

Prepared by: Steven Hatch | Keller Williams Realty East ID: slv@kwhdch@kw.com | 2068326018

Form
Simplicity

Close

Water Right Report : 27-12332(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	STEEL, EVAN	586 E WEEDING LN	BLACKFOOT	ID	83221-5984
Current Owner	STEEL, KIRSTIE	586 E WEEDING LN	BLACKFOOT	ID	83221-5984
Original Owner	NEF, NORMAN E	1357 S 55TH W	IDAHO FALLS	ID	83402-5457
Previous Owner	NORMAN E NEF & SONS INC	1357 S 55TH W	IDAHO FALLS	ID	83402-5457

Water Right Status

Priority Date : 9/25/1974

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	02S	36E	13	0				SW NE BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	0.11 CFS	35.60 AFA
TOTAL			0.11 CFS	35.60 AFA

Places of Use

Possible Uses

Paged View

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
02S	36E	13			SW	NE	8.9

Irrigation Totals

Total Acres Acre Limit
8.90

Conditions

Code Conditions

- R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No.120.
- 214 Prior to the diversion and use of water under Transfer approval 85706, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
- 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.

- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates

Licensed Date :
 Decreed Date : 2/15/2002
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date:
 Protest Deadline Date:

Other Information

State or Federal : S
 Water District Number : 120
 Generic Max Rate Per Acre : 0.02
 Generic Max Volume Per Acre : 4
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cary Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

6/5/2025



Basemap: 2023 NAIP

Attachment 2B Current POU and POD

Legend

- POU WR 27-12332
- POD WR 27-12332
- QQ

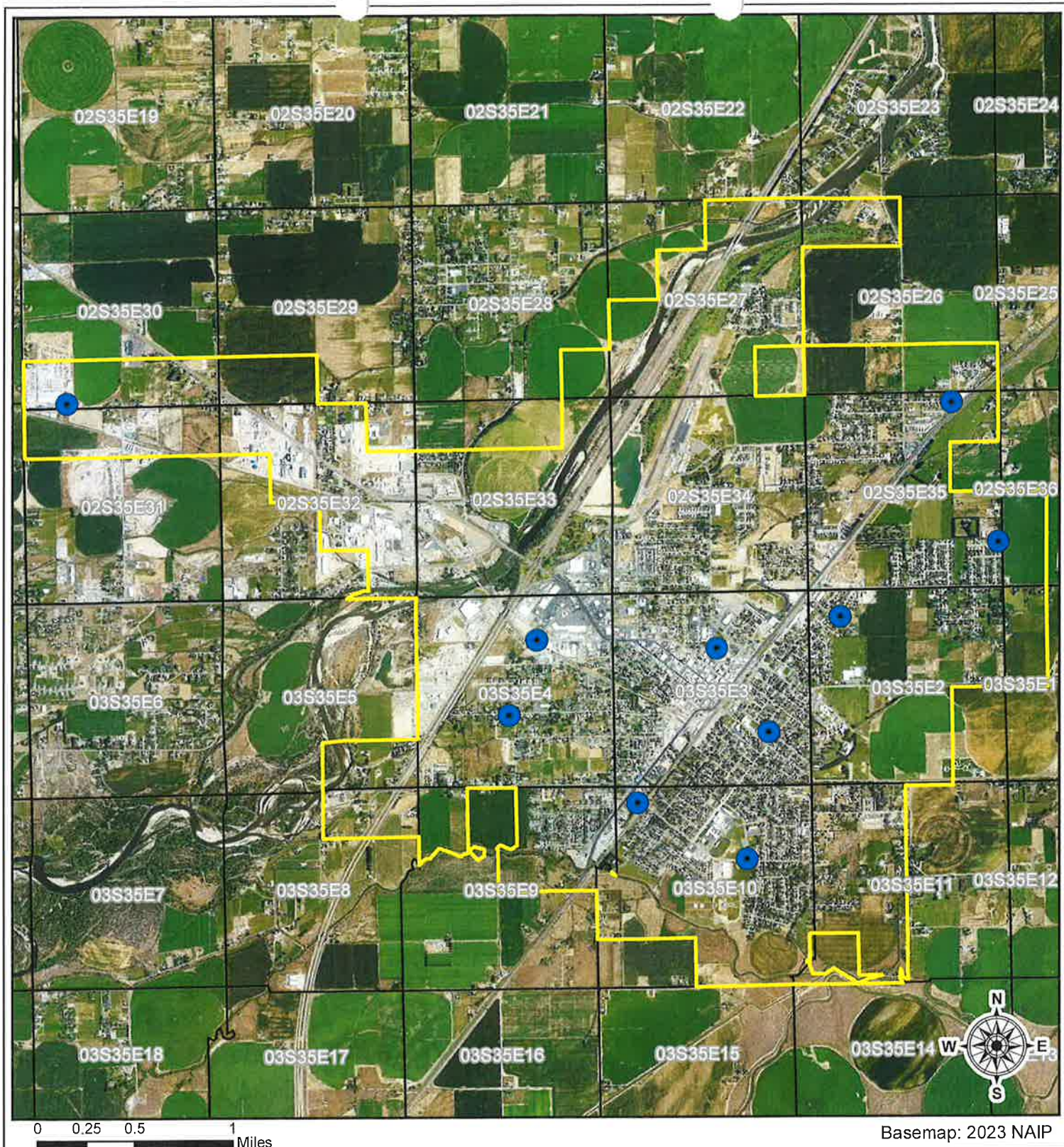
City of Blackfoot
Blackfoot, ID 83221
Water Right Transfer 27-12332

Date: 6/6/2025

RMEA #: 24-0114

Drafted by: HP





Attachment 3C Proposed Locations

Legend

- POU
- Municipal Wells
- PLS Sections

City of Blackfoot
Blackfoot, ID 83221
Water Right Transfer 27-12332

Date: 6/11/2025

RMEA #: 24-0114

Drafted by: HP



89932

History of 27-12332

Water right 27-12332 has not undergone 5 years of non-use, but it is difficult to identify the use through aerial photography. This narrative is intended to explain the historical use to show that there has been no forfeiture.

Norman E Nef & Sons Inc., represented by Dave Nef, (hereinafter “Nef”) was the owner of water right 35-7443 on November of 2021 when he entered into a contract to sell a portion of the water right. Evan Steel and Kirstie Steel (hereinafter “Steels”) entered into a Purchase and Sale Agreement to purchase 16.4 acre¹ portion of water right 35-7443 on November 29th, 2021 and immediately filed Application for Transfer 85706 to relocate the purchased portion of the water right. Transfer 85706 was approved on April 28, 2022 and the purchased portion was assigned water right number 27-12332 and described at the current location.

Despite their efforts, Steels have been unable to put the water right to beneficial use since purchasing the water right and their plans for grazing the property have since fallen through. They are now desirous to sell the right.

Timeline of Beneficial Use

Pre-2020—The water right for the 16.4 acres was used at the original Nef farm.

2021 – Nef enrolls 54.8 acres in the Water Supply Bank for the 2021 season; including the acres Steels purchased. Forfeiture is tolled.

2022 – Transfer 85706 to relocate 16.4 acres and consolidate onto 8.9 acres under right 27-12332 was approved in April.

The water right has not been used from 2022 – 2024 irrigation seasons.

¹ A total of 16.4 acres were purchased, but they were consolidated to 8.9 acres to improve the rate per acre through the Application for Transfer.

Eastern Snake Plain Aquifer Modeling Analysis

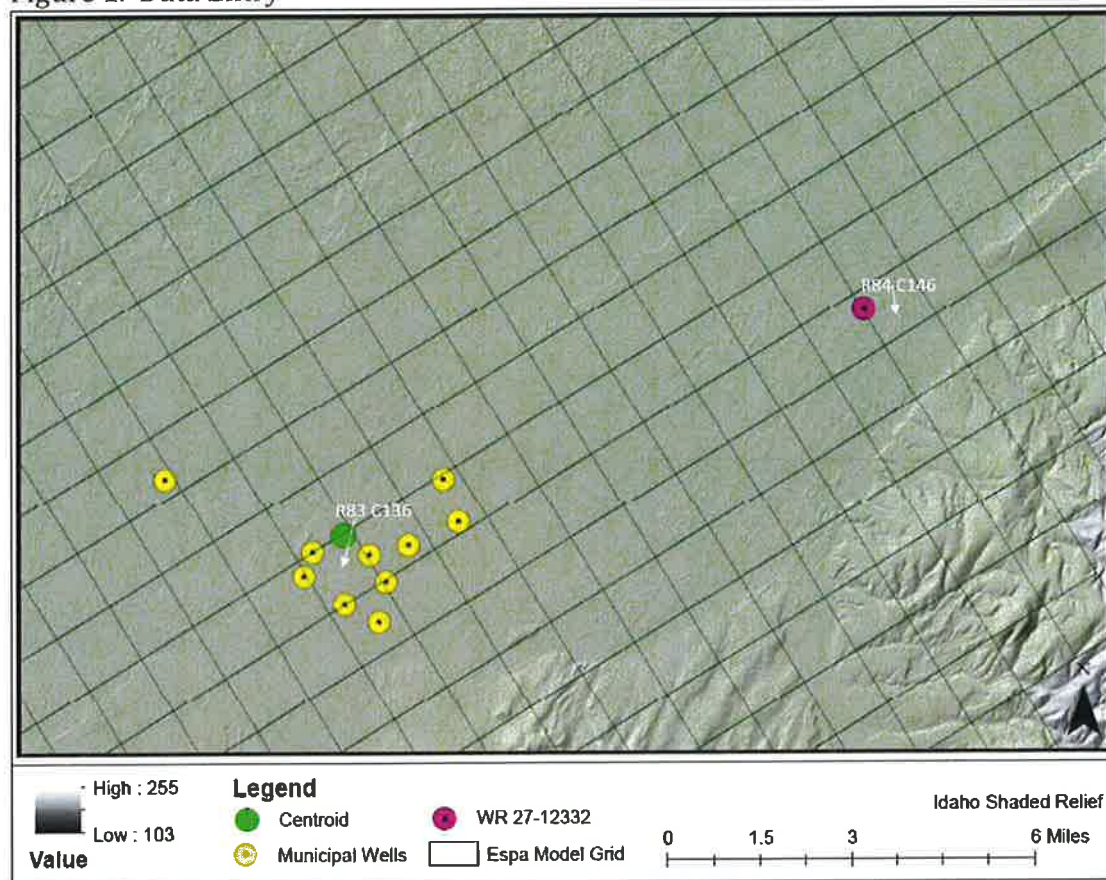
The Applicant proposes the transfer of water right 27-12332 from irrigation to municipal use. The water right is currently described as 8.9 acres of irrigation with a historical consumptive use of 18.8 afa.

Data Input Values

The TO Well location is a calculated centroid of the ten municipal wells. Model cell R83 C136 is the location of the TO Well and was the cell used in the modeling.

The FROM Well location is a point of diversion (POD) located in model cell R84 C146, the POD primarily used for the water right being transferred. Well locations and ESPA Grid Cells used for modeling are shown in Figure 1.

Figure 1. Data Entry



The historical consumptive use volume of 2.11 afa/acre for a total of 18.78 afa, or 6.26 af/trimester, was used for data input values at the FROM Well and TO Well.

Using ESPAM 2.2 to simulate the depletions of transferring a total of 6.26 af/trimester, to the proposed place of use, the affects do not exceed the threshold of 2.0 af/trimester. **No mitigation is required.** Figures 2-4 include excerpts from the ESPAM 2.2 simulation.

Figure 2. Data Entry

ENHANCED GROUND-WATER RIGHTS TRANSFER
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

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

YEAR: 1974

SEASON: SUMMER

TRANSFER NO: 0

TRANSFER NAME: Blackfoot City

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

ENTER CELL LOCATIONS:

	TO CELL	FROM1 CELL	FROM2 CELL	FROM3 CELL
ROW	83	84	0	0
COLUMN	136	146	0	0

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SUM 1974	0.00	6.26	6.26	0.00	0.00	0.00	0.00
WIN 1974	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SPR 1975	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SUM 1975	0.00	6.26	6.26	0.00	0.00	0.00	0.00
WIN 1975	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SPR 1976	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SUM 1976	0.00	6.26	6.26	0.00	0.00	0.00	0.00
WIN 1976	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SPR 1977	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SUM 2024	0.00	6.26	6.26	0.00	0.00	0.00	0.00
WIN 2024	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SPR 2025	0.00	6.26	6.26	0.00	0.00	0.00	0.00
SUM 2025	6.26	0.00	6.26	0.00	0.00	0.00	0.00
WIN 2025	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SPR 2026	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SUM 2026	6.26	0.00	6.26	0.00	0.00	0.00	0.00
WIN 2026	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SPR 2027	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SUM 2121	6.26	0.00	6.26	0.00	0.00	0.00	0.00
WIN 2121	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SPR 2122	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SUM 2122	6.26	0.00	6.26	0.00	0.00	0.00	0.00
WIN 2122	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SPR 2123	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SUM 2123	6.26	0.00	6.26	0.00	0.00	0.00	0.00
WIN 2123	6.26	0.00	6.26	0.00	0.00	0.00	0.00
SPR 2124	6.26	0.00	6.26	0.00	0.00	0.00	0.00

Figure 3. Net Transfer Graphs

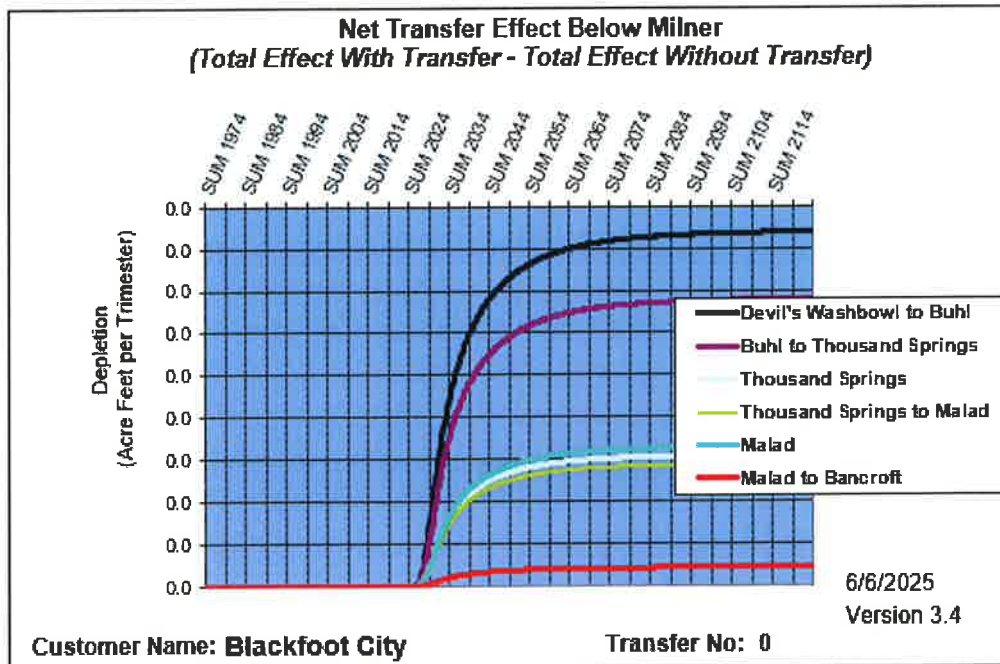
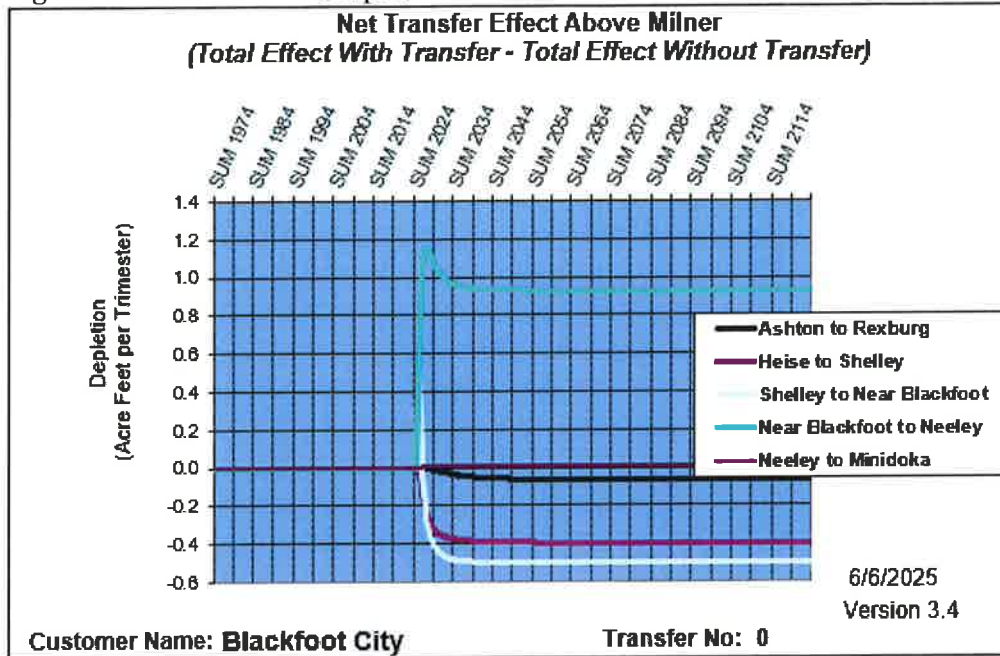


Figure 4. Calculated Effects and Mitigation Analysis Tool

Net Transfer Effect (AF/four months)											
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Neeley to Neeley	Dev. Wbl. to Minidoka	Buhl to Buhl	Kspr to Kspr	Kspr to Malad	Malad to Malad	Malad to Bancroft	
SUM 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1974	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1975	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1976	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1977	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2025	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2025	0.0	0.0	0.5	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	0.0	0.3	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	-0.1	0.1	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	-0.1	0.0	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	-0.2	-0.1	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	-0.2	-0.2	1.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2121	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2121	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2122	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2122	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2122	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2123	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2123	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2123	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2124	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SUM 2025													
Match:		154	Match:		456								
		AtR	HtS	StNB	NBN	NIM	DWtB	BtS	TS	TSM	M	MtB	Total
Preexisting Effects @ SS (Last Time Step):		0.15	0.56	3.62	1.83	0.02	0.03	0.02	0.01	0.01	0.01	0.00	6.26
Steady State - Value of Dep. @ Last Time Step:		0.09	0.16	3.12	2.76	0.03	0.03	0.03	0.01	0.01	0.01	0.00	6.26
Preexisting Effects @ Transient State (Max Value Time Step):		0.15	0.56	3.62	1.83	0.02	0.03	0.02	0.01	0.01	0.01	0.00	6.26
Transient State - Max. Value of Dep. After Transfer:		0.15	0.54	4.10	2.97	0.03	0.03	0.03	0.01	0.01	0.01	0.00	7.90
Steady State Change:		-0.07	-0.40	-0.50	0.93	0.01	0.01	0.01	0.00	0.00	0.00	0.00	
Transient State Change:		0.00	-0.01	0.48	1.15	0.01	0.01	0.01	0.00	0.00	0.00	0.00	

				Impact by Reach (AF/Trimester)									
POD Location	Dedicated Vol. AFA/ AFT	Model Node		Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickft	Nr Bickft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr to Kspr	Kspr to Malad	Malad to Bancroft
Impacts following Transfer				0.2	0.6	3.6	1.8	0.0	0.0	0.0	0.0	0.0	0.0
Impacts following Transfer				0.1	0.2	3.1	2.8	0.0	0.0	0.0	0.0	0.0	0.0
Impacts following Transfer				0.2	0.6	3.6	1.8	0.0	0.0	0.0	0.0	0.0	0.0
Impacts following Transfer				0.2	0.5	4.1	3.0	0.0	0.0	0.0	0.0	0.0	0.0
Steady State Analysis				Mitigation Check 1 - >10% of Historical	-43.2%	-71.1%	-13.9%	50.9%	34.4%	31.9%	31.9%	31.9%	31.9%
				Mitigation Check 2 - > 2 AF/T:	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0
				Mitigation Check 3 - >10% of Total	1.4%	2.6%	49.8%	44.0%	0.6%	0.4%	0.2%	0.2%	0.2%
				Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO
				Mitigation Vol. Req'd (ac-ft):	-0.1	-0.4	-0.5	0.9	0.0	0.0	0.0	0.0	0.0
Transient State Analysis				Mitigation Check 1 - >10% of Historical	-1.4%	-2.4%	13.2%	62.7%	34.4%	31.9%	31.9%	31.9%	31.9%
				Mitigation Check 2 - > 2.01 AF/T:	0.0	0.0	0.5	1.1	0.0	0.0	0.0	0.0	0.0
				Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO
				Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.5	1.1	0.0	0.0	0.0	0.0	0.0

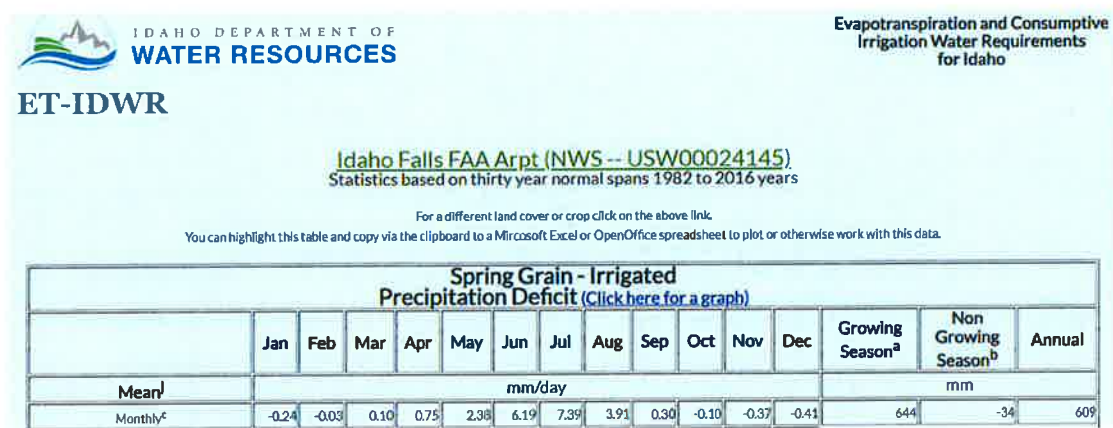
Conversion of Nature of Use

City of Blackfoot, Idaho

Applicant proposes to convert an 8.9-acre portion of existing water rights 27-12332 from irrigation to be used for municipal purposes. In 2022, this right was transferred to the current place of use, where it has not yet been used. The historical consumptive use evaluation below is based upon the Pre-2022 transfer location.

Historically, the original water right rotated between irrigation of potatoes and grain. As grain is more consumptive, it is used for evaluation of the conversion from irrigation to municipal use. The precipitation deficit for Spring Grain – Irrigated from the Idaho Falls Airport (NWS – USC00024145), gathered from ET-IDWR 2021, is 644 mm/year, or 2.11 af/year, for the growing season. **Therefore, 8.9 acre of irrigation water right would convert to a total of 18.8 afa of consumptive volume available for municipal use.**

Figure 1. ET Values for Grain- Spring irrigated at Idaho Falls Airport (NWS – USC00024145).





IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 23, 2025

3D WATER ASSOCIATION INC
PO BOX 525
UCON, ID 83454

RE: Transfer No. 89931
Water Right No(s). 25-13984, 25-14071, 25-14194, 25-14198

Dear Applicant:

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

A legal notice of the application has been prepared and is scheduled for publication in the POST REGISTER on 7/30/2025 and 8/6/2025. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

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,

Christina Henman
Administrative Assistant

CC:
ROCKY MOUNTAIN ENVIRONMENTAL ASSOCIATES INC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 23, 2025 2:32 PM
To: legalnotices@postregister.com
Subject: Legal Notice for News Chronicle
Attachments: 89932 News Chronicle.docx

LEGAL NOTICE DEPARTMENT
BINGHAM NEWS CHRONICLE
PO BOX 70
BLACKFOOT, ID 83221-0070

RE: Transfer No. 89932
Water Right No(s). 27-12332

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 8/18/2025. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 89932**

CITY OF BLACKFOOT, 157 N BROADWAY ST, BLACKFOOT, ID 83221-2204 has filed Application No. 89932 for changes to the following water rights within BINGHAM County(s): Right No(s). 27-12332; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: add points of diversion, and change points of diversion, place of use, period of use and nature of use. Proposed points of diversion are in Lot 4 (SESWSW) Sec 30, and NWNENE, NESESE and NESESE Sec 35, T02S R35E; and Lot 4 (SENWNW) Sec 2, NWSWNE and SWNESE Sec 3, Lot 2 (SNNWNE) and SENESW Sec 4, and NESWNE and NWNWNW Sec 10, T03S R35E for 0.11 cfs from Ground Water. Proposed nature of use is municipal from 1/1 to 12/31 within the service area of the City of Blackfoot.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 8/18/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 7/30/2025 and 8/6/2025