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JUN 24 2025

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**AMENDED****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 FILEName(s) of Applicant(s) Island Park Hospitality LLCMailing Address 825 North 300 West, Suite 104, Salt Lake City, Utah 84103Email* kirk@ensighnospitality.com Phone 801-433-9074Name of Representative (if any) Rocky Mountain Environmental Associates, Inc.Mailing Address 482 Constitution Way, Suite 303, Idaho Falls, Idaho 83402Email* 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.

City of Island Park has signed the application.

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 of 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	
03S	32E	15			1														1

Total Irrigated Acres to be Changed: 1

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:

One acre of water right 35-14923 is proposed to be transferred from recently dried up corners to irrigate around the grounds of a hotel. The point of diversion is the well drilled for the hotel, which has recently been conveyed to the ownership of the City of Island Park. Therefore, this right is also proposed to be converted to Municipal use.

The Mayor of Island Park has signed this application as a collaborative effort.

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
☐ ☒	35-14923	0.01	Municipal	04/01 to 10/31	Groundwater
☐ ☐				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: 0.01 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.

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
N	14N	43E	36	5		NW	NW	Fremont	Groundwater	D0077662

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

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

Proposed **Place of Use** **Municipal Service Area Boundary**

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: _____

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

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.

35-02276B- a domestic right that services the homestead. 35-13473 - parent right. 35-13474-identified to be diverted here, but was severed from the mainline in 2017 and is no longer diverted at this POD

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

21-13256: a commercial right for the hotel. There may be other rights that cannot be identified.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 01. ☐ No.

No Water District for Ground Water

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.

None.

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.

No other irrigation rights.

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)?

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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.

An existing well to mainline that delivers water to the hotel and the sprinkler irrigation system.

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.

	Kirk Barker, Member	6-3-25
Signature of Applicant or Representative*	Print Name and Title, if applicable	Date
	Bruce Ard, Mayor of Island Park	6/3/2025
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>200.00</u> (41300 check total)	Receipt #: <u>E050894</u>	Date: <u>6/4/25</u>	Received by: <u>CTH</u>
Add'l Paid: \$ <u>250.00</u>	Receipt #: <u>E050953</u>	Date: <u>6/24/25</u>	Received by: <u>CTH</u>



Attachment 3C of Proposed POD and POU of Water Right

- Proposed POD
- Municipal Service Area
- Section
- QQ

Island Park Hospitality LLC
Island Park, Idaho
Water Right Transfer

Date: 6/12/2025

RMEA #: 25-0044

Drafted by: KM



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Conversion of Nature of Use

Island Park Hospitality, LLC

Applicant proposes to convert a 1.0-acre portion of existing water right 35-14923 from irrigation to be used for municipal purposes.

Place of Use

Review of the place of use boundary shows that there are acres within the POU that are not irrigable, including the road on the north boundary. The POU boundary also excludes some portions of the fields that are actually irrigated. Therefore, to ensure that any split of the water rights would not affect the total irrigable acres of the original POU, a review of the actual irrigation was required.

Figure 1 illustrates the current water right POU, obtained from the IDWR geospatial database. A second boundary is illustrated that represents field boundaries under irrigation from the well. The acreage is the same for each boundary, suggesting that historical irrigation has been consistent with water right authorizations of 156 acres. This figure uses a 2021 NAIP, which represents the original irrigation system (wheel lines) that was used until about 2022.

By 2023, a new pivot was installed that changed the irrigation practices and dried up corners. Figure 2 illustrates the actual irrigated acres shown in Figure 1, but has been divided into acres that are required to continue the new irrigation practices, leaving corners that are no longer irrigated. Total corners no longer irrigated sum to 22 acres. If the corners are measured on the current water right boundary, the sum is also 22 acres (Figure 3).

Diversion Data

Two wells are currently identified on the water right. The original farm included both the NE1/4 and NW1/4 of Section 15, but was split in about 2017 when the farm was sold. Daughter splits from the parent rights resulted in 35-13473 and 35-13474. The mainline was severed that connected the wells together. Since the split, the east well has been delivering irrigation water to the current POU under 35-13473 exclusively. Therefore, this evaluation assumes that all measurement data from the east well is a reflection of the historical pumping under 35-13473. Right 35-13473 has recently been split into 35-13473 and 35-14923, both of which are diverted from the east well.

Diversion data from 2017-2023 from the Water Management Information System for the east POD under 35-13473 (which includes the daughter split 35-14923) are listed in Table 1. The current POU was irrigating 156 acres from 2017-2021 or 2022. The 2021 season shows peak diversion volumes, which is consistent with the wheel line irrigation system on the 156 acres, resulting in historical diversions as high as 3.8 af/ac.

Table 1. Diversion Data Current POU

<i>Year</i>	<i>Diversion Volume (AFA)</i>
2017	463.09
2018	458.47
2019	346.06
2020	495.04
2021	595.77
2022	464.92
2023	396.64

Conversion of Nature of Use

Historically, the farm rotates between irrigation of grain and alfalfa. As alfalfa is more consumptive, it is used for evaluation of the conversion from irrigation to commercial use. The precipitation deficit for Alfalfa – Less Frequent Cutting from the Blackfoot Station (NWS – USC00100915), gathered from ET-IDWR 2021, is 859 mm/year, or 2.82 af/year, for the growing season. **Therefore, 1 acre of irrigation water right would convert to a total of 2.82 afa of consumptive volume.**

These values are consistent with the 2021 irrigation practices that show a pumping volume of 3.8 af/acre, assuming the consumptive irrigation requirement of 2.82 afa plus additional water to compensate for inefficiencies.

Excerpts of the ET IDWR 2021 precipitation deficits are included in Figure 4 below.

Figure 1. 2021 Aerial with WR POU Boundary and Actual POU Boundary showing irrigated acres.

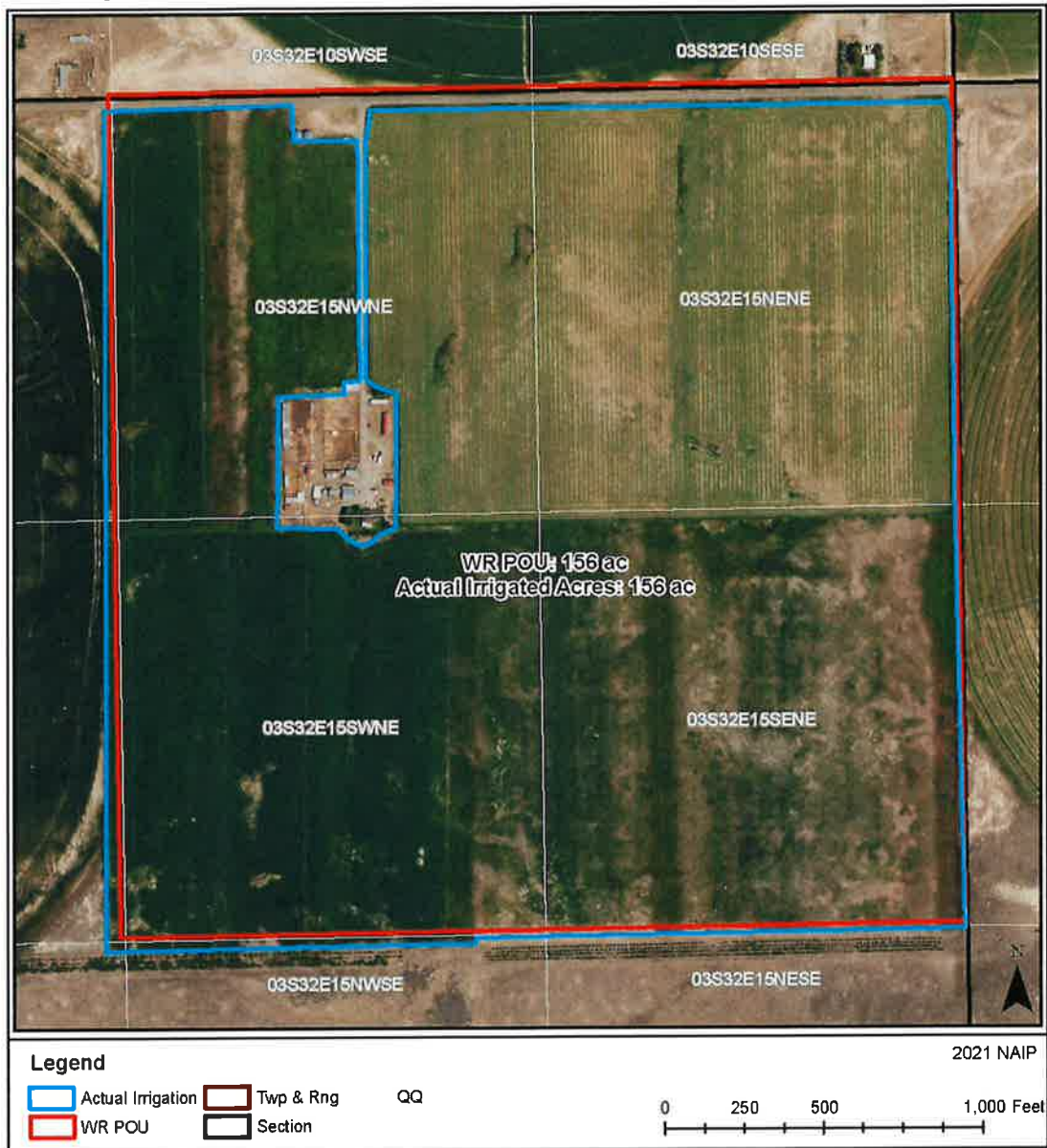


Figure 2. 2023 Aerial with Actual POU Boundary showing acres to continue being irrigated and dry corners.



Figure 3. 2023 Aerial with WR POU Boundary showing dry corners.

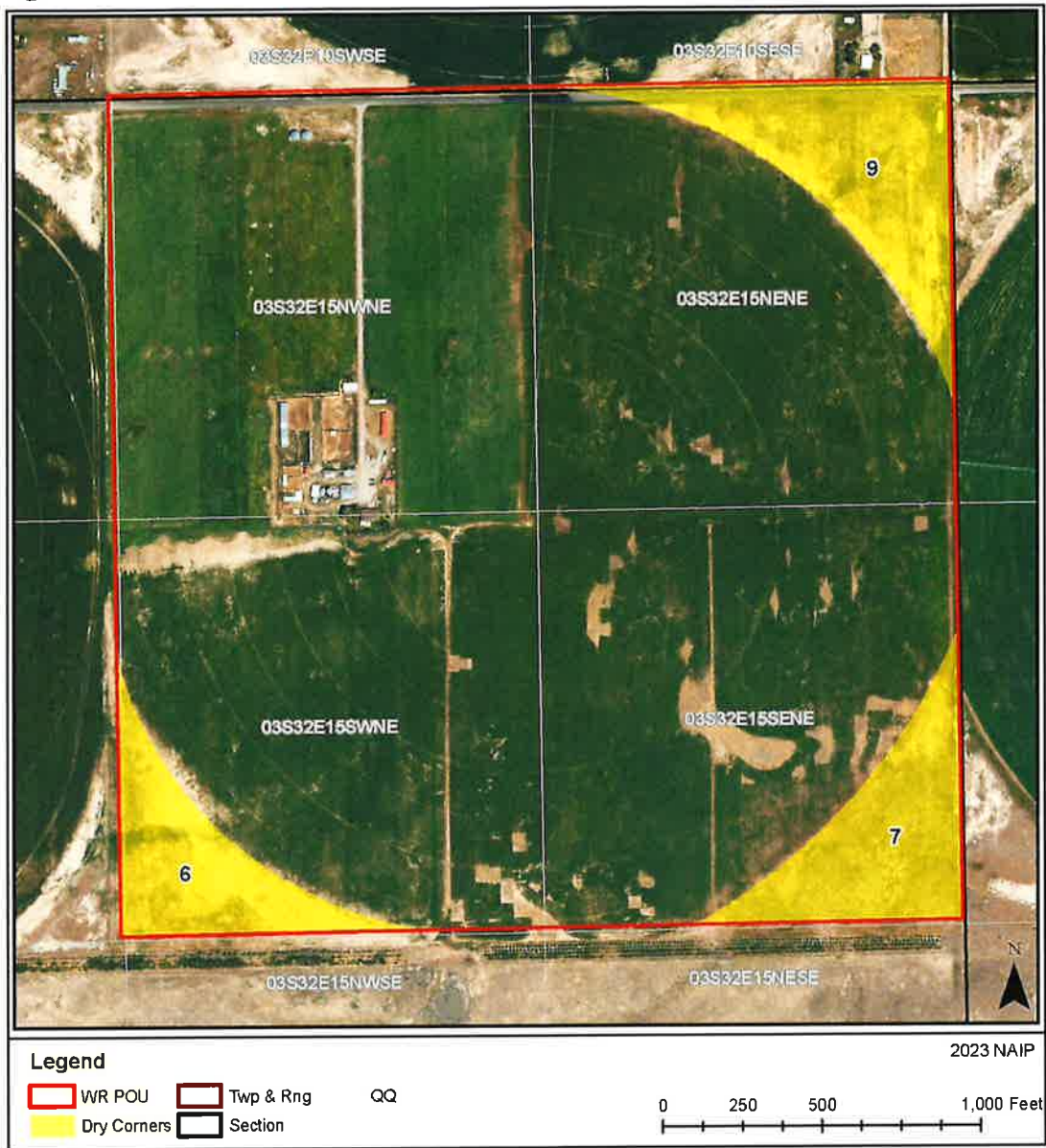
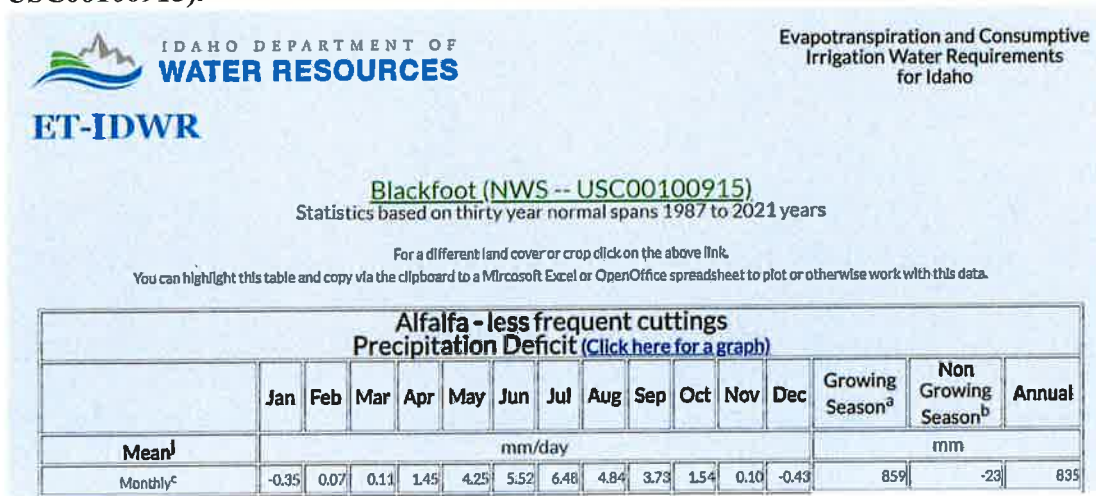


Figure 4. ET Values for Alfalfa – less frequent cuttings at Blackfoot (NWS – USC00100915).



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 15 day of April, 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 partnership, whose address is 3525 Merlin Dr., Idaho Falls, Idaho 83404, with **Reed D. Nord** acting as Agent for the Broker (hereinafter "Broker").
3. **Island Park Hospitality LLC** an Idaho limited liability company, whose address is 825 North 300 West, Suite 104, Salt Lake City, UT 84103, (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 Rights No. 35-13473 which was decreed on February 25, 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 November 3, 1952. The current descriptions of the Water Rights are 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 1.0 acres of the Water Right. Buyer has agreed to purchase 1.0 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:

1. 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. 35-13473

Purpose:

Irrigation

Priority:

November 3, 1952

Quantity (Diversion Rate):

0.01 cfs of the total authorized 1.65 cfs

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB [Signature] DATE: 4-15-25 PAGE 1 OF 14

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Quantity (Volume): 4.0 acre-feet per annum
Place of Use (Acreage): 1.0 acres authorized acres identified on Exhibit 2.

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

2. 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.

3. [REDACTED]

4. Earnest Money Deposit. Contemporaneous with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of [REDACTED] Dollars [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. The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.

5. 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.

6. Transfer Contingencies.

- (a) [IF APPLICABLE] Unstacking of Water Rights. While the elements of the Water Right and an associated water right, Water Right No. _____, are sufficiently described to allow IDWR to "unstack" these water rights, this Agreement shall be null and void and of no further effect if IDWR does not unstack the Purchased Water Right from Water Right No. _____.
- (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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / [Signature] DATE: 4-15-25 PAGE 2 OF 14

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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 1.0 acres, 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.

7. 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, then Closing on the Purchased Water Right shall occur within 30 days after the date all the above items are satisfied. 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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / [Signature] DATE: 4-15-25 PAGE 3 OF 14

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 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.
8. **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.
9. **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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / LR DATE: 4-15-25 PAGE 4 OF 14

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10. 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.

(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.

11. 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.

12. 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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / LR DATE: 4-15-25 PAGE 5 OF 14

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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.

- (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.)

KB / _____
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.

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.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / LR DATE: 4-15-25 PAGE 6 OF 14

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- (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:

<u>Seller</u> Rocky Mountain Water Exchange, LLC 482 Constitution Way Ste 303 Idaho Falls, ID 83402 Email: rog.rmea@gmail.com	<u>Buyer</u> Island Park Hospitality LLC 825 N 300 W, Suite 104 Salt Lake City, UT 84103 Email:kirk@ensighnospitality.com
<u>Seller's Representative</u> <u>Broker's Representative:</u> Reed Nord 3525 Merlin Dr. Idaho Falls, ID 83404 Email: rgnord@ida.net	<u>Buyer's Representative</u> Kirk Barker 825 N 300 W, Suite 104 Salt Lake City, UT 84103 kirk@ensighnospitality.com

- (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.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / LR DATE: 4-15-25 PAGE 7 OF 14

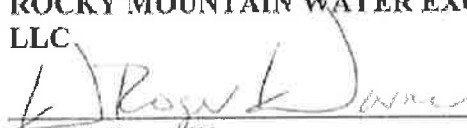
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- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (i) Essence of Time. Time is of the essence in this Agreement.

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

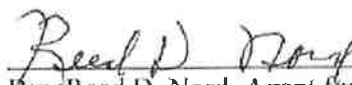
"SELLER"

**ROCKY MOUNTAIN WATER EXCHANGE,
LLC**


By: W. Roger Warner
Its: Partner

"BROKER"

KELLER WILLIAMS EAST IDAHO


By: Reed D. Nord, Agent for Broker

"BUYER"

ISLAND PARK HOSPITALITY LLC


By: Kirk Barker
Its: Member

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB LR DATE: 4-15-25 PAGE 8 OF 14

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Exhibit 1 The "Water Right"

Water Right Report : 35-13473(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WALKER, DENNIS L	2035 W 200 S	PINGREE ID		83262

Water Right Status

Priority Date : 11/3/1957
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	C3S	32E	15	0	SE	NW	NE	BINGHAM	
GROUND WATER	C3S	32E	15	0	NW	NE	NW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	6/1/01	10/31	1.65 CFS	624.00 AFA
TOTAL			1.65 CFS	624.00 AFA

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
C3S	32E	15			NE	NE	.40
C3S	32E	15			NW	NE	.36
C3S	32E	15			SW	NE	.40
C3S	32E	15			SE	NE	.40

Irrigation Totals

Total Acres: Acre Limit
156.00

Conditions

Code Conditions

C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, SECTION 42-1412(6), IDAHO CODE

USE OF THIS RIGHT WITH RIGHT NO. 35-022789 AND 35-13474 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.34 CFS.

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB 1/2/21 DATE: 4-15-25 PAGE 9 OF 14

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Dates	Other Information
Licensed Date :	State or Federal : S
Decreed Date : 2/25/2002	Water District Number : L20
Permit Proof Due Date :	Generic Max Rate Per Acre : 0
Permit Proof Made Date :	Generic Max Volume Per Acre : 4
Permit Approved Date :	Civil Case Number :
Permit Moratorium Expiration Date :	Decree Plaintiff :
Enlargement Use Priority Date :	Decree Defendant :
Enlargement Statute Priority Date :	Swan Falls Trust or Nontrust :
Application Received Date :	Swan Falls Dismissed :
Protest Deadline Date :	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

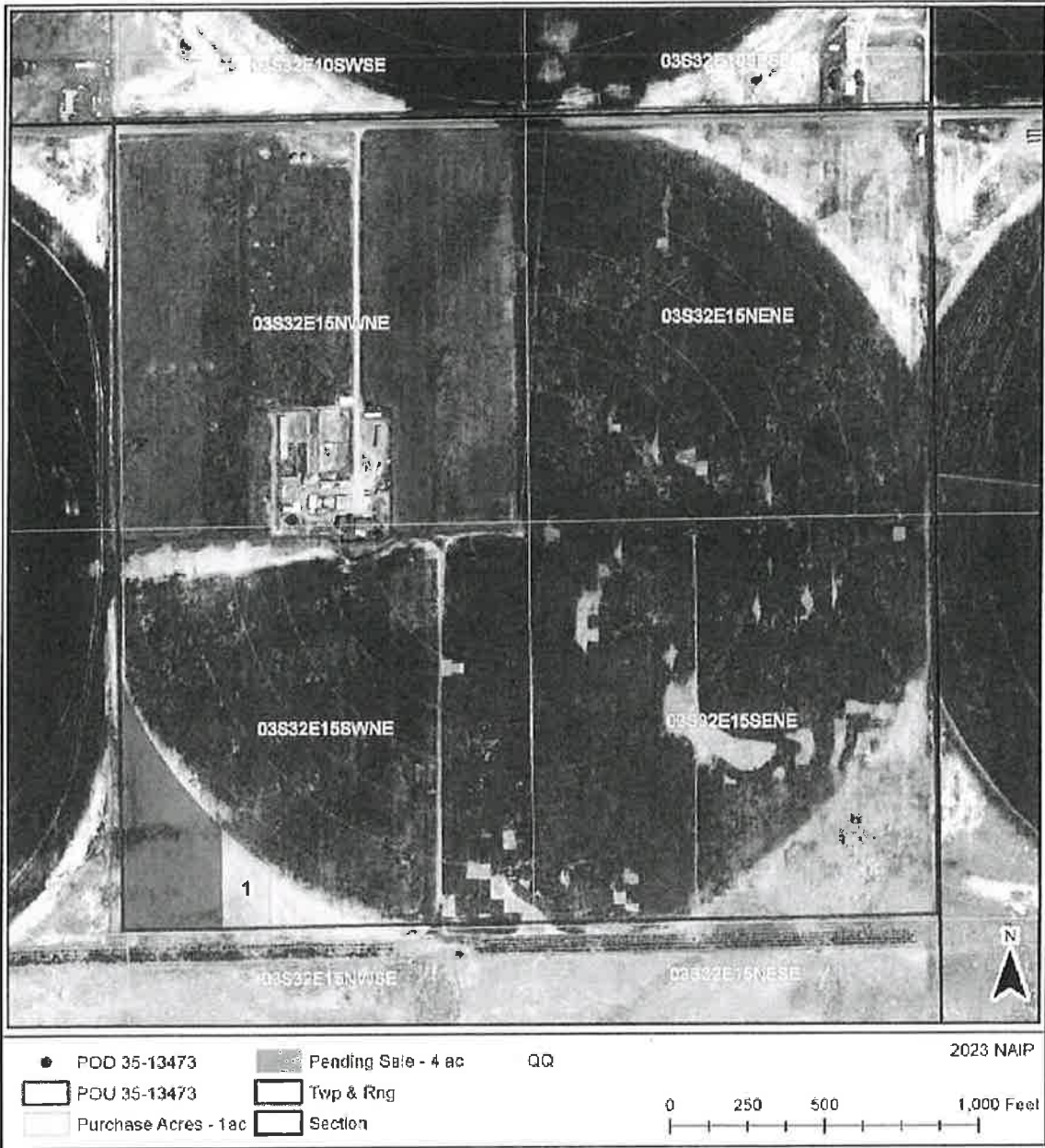
8/14/2024

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB 1/2/25 DATE: 4-15-25 PAGE 10 OF 14

Exhibit 2
Map of 1.0 Acres—the “Purchased Water Right”



AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / LVL DATE: 4-15-25 PAGE 11 OF 14

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**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

BRIAN ROWLAN AND JESSICA ROWLAN, husband and wife whose address is 2146 W. 850 S. Sterling, ID 83262 (hereinafter collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto **ISLAND PARK HOSPITALITY LLC**, an Idaho limited liability company, whose address is 825 North 300 West, Suite 104, Salt Lake City, UT 84103 (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: KB / LP DATE: 4-15-25 PAGE 12 OF 14

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"GRANTOR"

BRIAN ROWLAN, and

JESSICA ROWLAN

By: Brian Rowlan

By: Jessica Rowlan

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
20____ by _____.

Notary Public for Idaho
My Commission Expires: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / KRL DATE: 4-15-25 PAGE 13 OF 14

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

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: KB / AE DATE: 4-15-25 PAGE 14 OF 14

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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) 334-3285
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 _____ Date _____

Signature _____ Date _____

Serial#: 091558-500172-0759404

Prepared by: Steven Hatch | Keller Williams Realty East ID | stevenhatch@kw.com | 2089326916

Form
Simplicity

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. **Brian Rowlan and Jessica Rowlan**, husband and wife whose address is 2146 W. 850 S. Sterling, ID 83262 (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. 35-13473 (the "Water Right"), which was decreed on February 25, 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 November 3, 1952. The current description of the Water Right is more fully set forth in the report 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:

1. Option Granted. Seller hereby grants and sells to Buyer the exclusive option and right ("Option") to purchase, at Buyer's sole discretion, **22-acres** of the Water Right illustrated

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: BRW JSR DATE: 11-26-24 PAGE 1 OF 13

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] as payment 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: KRL / BKR 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 purchase premium (or "Buyer's Premium"). The purchase price shall be a minimum of 
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: LDL BKR 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) The Seller shall pay Agent a *Sellers Premium* fee of [REDACTED] the sale price.
- (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: DL, BKR 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.)

 / BKR
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

 / BKR
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: / BKR 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>
Brian Rowlan	Rocky Mountain Water
Jessica Rowlan	Exchange LLC
2146 W. 850 S.	482 Constitution Way Ste. 303
Sterling, ID 83262	Idaho Falls, ID 83402
	rog.rmea@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: RL / BN 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: LL, BR 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"

BRIAN ROWLAN, and

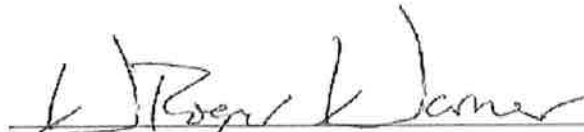
JESSICA ROWLAN


By: Brian Rowlan


By: Jessica Rowlan

"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: LRL JRR DATE: 11-26-24 PAGE 8 OF 13

Exhibit 1 The "Water Right"

Water Right Report : 35-13473(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WALKER, DENNIS L	2535 W 200 S	PINGREE ID		83262

Water Right Status

Priority Date : 11/3/1952
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	03S	32E	15	0	SE	NW	NE	BINGHAM	
GROUND WATER	03S	32E	15	0	SW	NE	NW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.65 CFS	624.00 AFA
TOTAL			1.65 CFS	624.00 AFA

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
03S	32E	15			NE	NE	10
03S	32E	15			NW	NE	36
03S	32E	15			SW	NE	10
03S	32E	15			SE	NE	10

Irrigation Totals

Total Acres	Acres Limit
156.00	

Conditions

Code Conditions

C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, SECTION 42-1412(6), IDAHO CODE.

USE OF THIS RIGHT WITH RIGHT N.O. 35-022760 AND 35-13474 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.34 CFS.

OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: LR / LR DATE: _____ PAGE 9 OF 13

Dates	Other Information
Licensed Date :	State or Federal : S
Decreed Date : 2/25/2002	Water District Number : 120
Permit Proof Due Date :	Generic Max Rate Per Acre : 0
Permit Proof Made Date :	Generic Max Volume Per Acre : 4
Permit Approved Date :	Civil Case Number :
Permit Moratorium Expiration Date :	Decree Plaintiff :
Enlargement Use Priority Date :	Decree Defendant :
Enlargement Statute Priority Date :	Swan Falls Trust or Nontrust :
Application Received Date :	Swan Falls Dismissed :
Protest Deadline Date :	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: false

IDAHO DEPARTMENT OF WATER RESOURCES

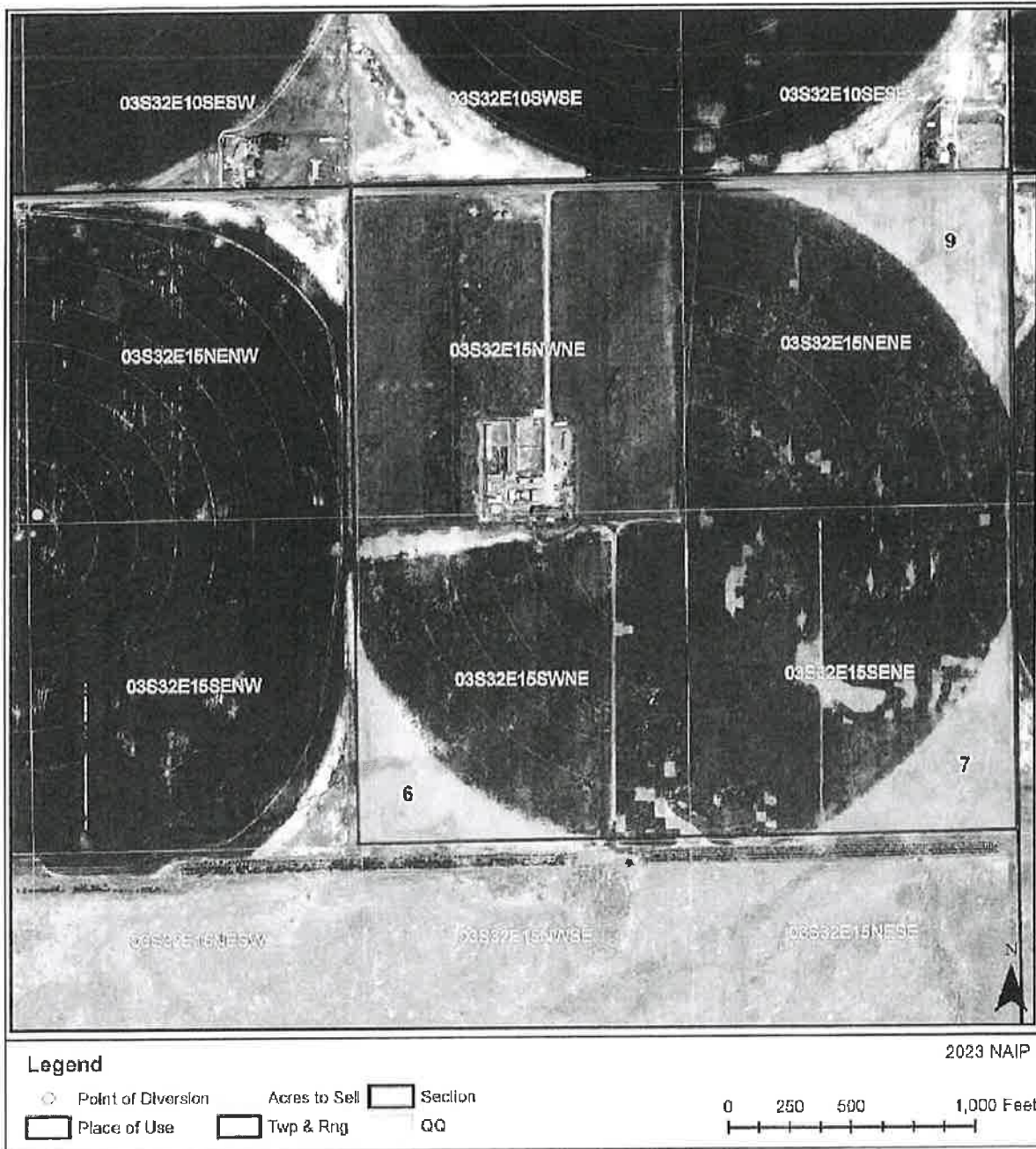
8/14/2024

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OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

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

Exhibit 2
Map of the 22-acre Water Right



OPTION AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

BUYER AND SELLER'S INITIALS: DR DATE: _____ PAGE 11 OF 13

Exhibit 3
MEMORANDUM OF OPTION AGREEMENT

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

1. **Brian Rowlan and Jessica Rowlan**, husband and wife, whose address is 2146 W. 850 S. Sterling, ID 83262 (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")
- A. Seller owns Water Right No. 35-13473 (the "Water Right"), which was decreed on February 25, 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 November 3, 1952.
- B. 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: LR _____ DATE: _____ PAGE 12 OF 13

“SELLER”

BRIAN ROWLAN, and

JESSICA ROWLAN

By: Brian Rowlan

By: Jessica Rowlan

“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: BR DATE: _____ PAGE 13 OF 13

Close

Water Right Report : 35-13473(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WALKER, DENNIS L	2035 W 200 S	PINGREE	ID	83262

Water Right Status

Priority Date : 11/3/1952
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	03S	32E	15	0	SE	NW	NE	BINGHAM	
GROUND WATER	03S	32E	15	0	SW	NE	NW	BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.65 CFS	624.00 AFA
TOTAL			1.65 CFS	624.00 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
03S	32E	15			NE	NE	40.0
03S	32E	15			NW	NE	36.0
03S	32E	15			SW	NE	40.0
03S	32E	15			SE	NE	40.0

Irrigation Totals

Total Acres Acre Limit

156.00

Conditions

Code	Conditions
C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE. USE OF THIS RIGHT WITH RIGHT NO. 35-02276B AND 35-13474 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.34 CFS.

Dates

Licensed Date :
Decreed Date : 2/25/2002
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
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

2/25/2025



0 250 500 1,000 Feet

Basemap: 2023 NAIP

Attachment 2B Current POD and POU of Water Right 35-13473

- WR 35-13473 POD
- Purchase Acres
- WR 35-13473 POU
- PLSS Sections
- PLSS QQs

Island Park Hospitality LLC
Island Park, Idaho
Water Right Transfer

Date: 4/23/2025

RMEA #: 25-0044

Drafted by: AG





Attachment 3C of Proposed POD and POU of Water Right

- Proposed POD
- POU Ensign Hospitality
- Section QQ

Island Park Hospitality LLC
Island Park, Idaho
Water Right Transfer

Date: 5/22/2025

RMEA #: 25-0044

Drafted by: KM

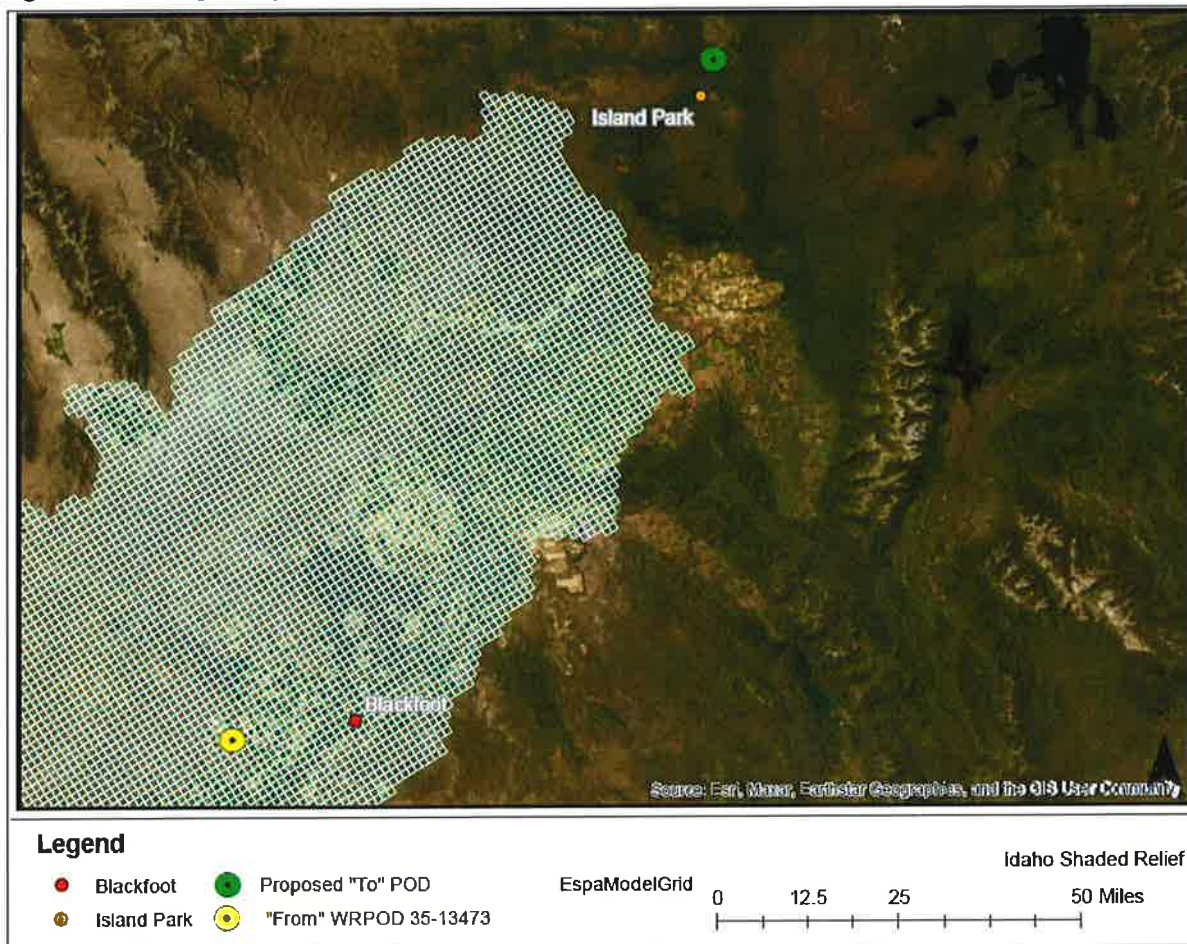


Hydrologic Analysis

Island Park Hospitality, LLC

Applicant proposes to transfer 3.0 acre-feet annually (afa) from a well located near Blackfoot in SENE, Section 15, T03S R32E ("From" Well; model-grid cell row 76 column 120) to a location outside of the Eastern Snake River Plain Aquifer Model version 2.2 (ESPAM2.2) grid. The location is north of Island Park in NWNW Section 36, T14N R43E ("To" Well; see Figure 1). The purpose of this report is to quantify the changes to reaches of the Snake River that would result from the proposed transfer.

Figure 1 Existing and proposed well locations with ESPAM Grid cells

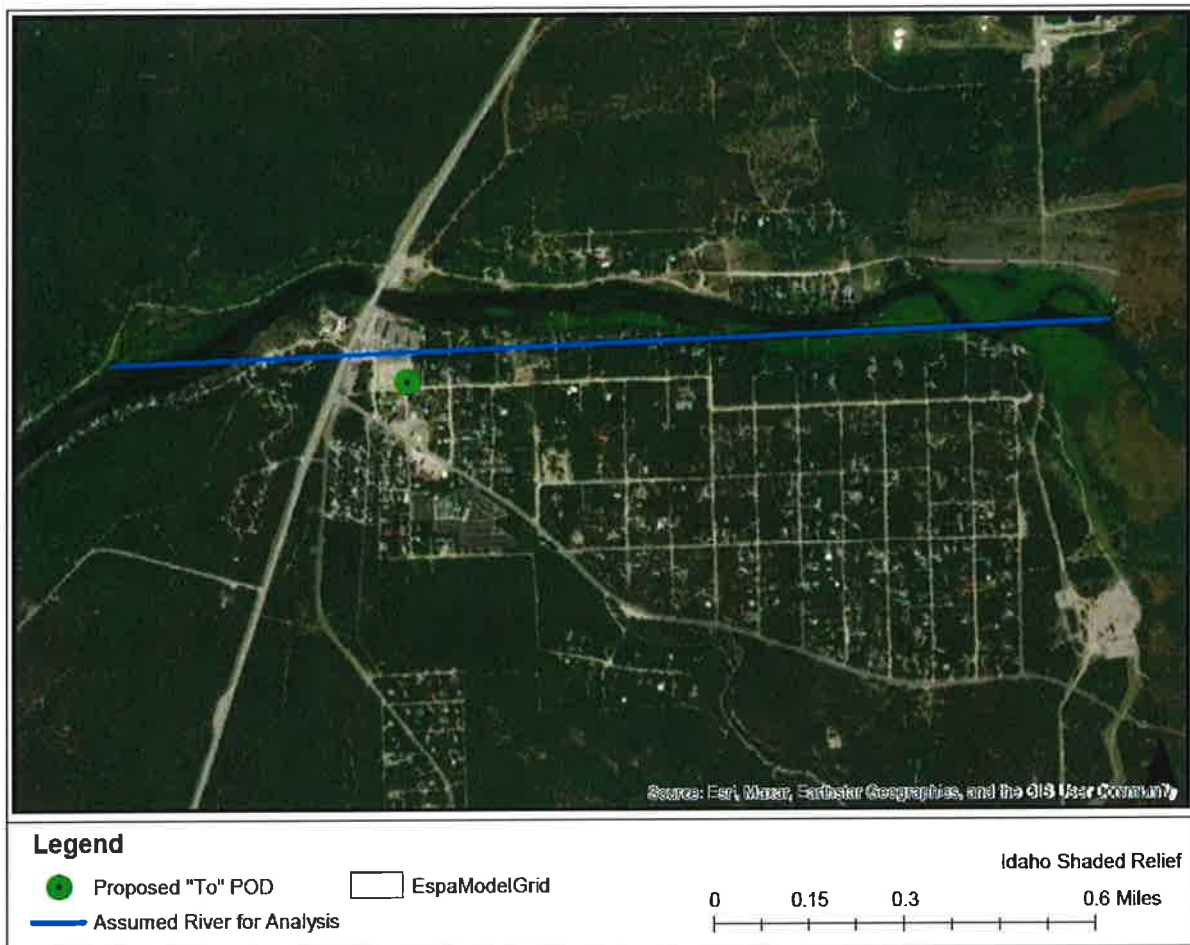


Analysis of Effects at "To" Well Location

As the "To" Well is not located within the boundary of the Eastern Snake River Plain Aquifer version 2.2 (ESPAM2.2), Idaho Department of Water Resources' (IDWR's) Transfer Analysis Spreadsheet version 3.4 (Transfer Tool) could not evaluate the depletionary effects at the "To" Well. Instead, Rocky Mountain Environmental Associates (RMEA) applied a modified Jenkins method of computing the fraction of stream (or river) depletion by wells (Jenkins, 1968). The original Jenkins method provides tools that simplify the computations first introduced by Glover and Balmer (1954). The modified method used for this analysis was designed to specifically apply to wells located adjacent to one river (Contor, 2011), as is

the case here (See Figure 2). By conservation of mass, the pumping volume of 3.0 afa will eventually propagate to the Henry's Fork River and its tributaries, equilibrating to 1.0 afa/trimester on average.

Figure 2 Location of proposed well relative to assumed-strait-line river used in Jenkins method



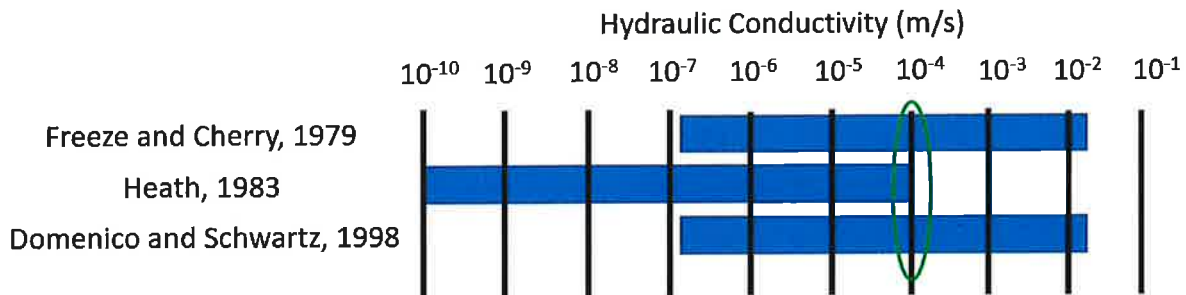
The modified Jenkins analysis provides estimates of the timing of accrual of effects to the Henry's Fork and its tributaries, and is compatible with the conservation of mass approach; in Jenkins modification the river is the sole source of water to the aquifer and therefore all effect eventually are indicated to come from the river. A detailed description of methods are as follows:

The input data requirements of the Jenkin's method are as follows:

- *Distance of pumping from the river:* The proposed well location is approximately 238 feet (ft) south of Henry's Fork.
- *Specific yield of the aquifer:* The driller's report (also known as well logs) for eight surrounding wells suggest that the aquifer is largely composed of fractured basalt (IDWR, 2025; Appendix A). Thus, a specific yield of 0.05, which is normal for fractured basalts (Woessner and Poeter, 2020), should adequately represent the aquifer.

- *Transmissivity of the aquifer:* RMEA calculated transmissivity for this analysis by multiplying the aquifer's estimated hydraulic conductivity by its estimated saturated thickness. The result was a transmissivity of approximately 6,943 square feet per day (ft²/day). The following provides a more detailed description of the hydraulic conductivity of the aquifer and of its saturated thickness:
 - As explained above, the driller's reports from surrounding wells suggest that the aquifer is composed of fractured basalt. Hydraulic conductivity estimates for fractured basalt range from approximately 10⁻¹⁰ to approximately 10⁻² meters per second (m/s). A value for hydraulic conductivity (K) of 10⁻⁴ m/s or 28.3392 feet per day (ft/d) was chosen as it represents a value intermediate between the low and high values (on a logarithmic scale) suggested by reference sources (Figure 3). Additionally, the value chosen falls within a range that all three reference sources cited agree could reasonably represent the aquifer. However, high estimates of hydraulic conductivity generally predict more rapid propagation of depletionary effects and some references suggest that actual hydraulic conductivity may be orders of magnitude higher than the value used in this analysis.
 - The driller's reports suggest a static water level of approximately 40 ft below ground surface (bgs). With perforations in the well from 225-285 ft-bgs. Thus, RMEA used a saturated thickness (b) of 245 ft (285 ft-bgs - 40 ft-bgs= 245 ft-bgs).
 - Transmissivity = Kb = (28.3392 ft/day)(245 ft) = 6,943 ft²/day

Figure 3 Hydraulic conductivity by literary reference with selected value circled



All uses and modifications of the Jenkins method include several assumptions about aquifer and river systems when modeling river depletion. Referring to these assumptions, Jenkins states, "The usefulness of the tools presented in this report will depend to a large extent on the degree to which the user recognizes departures from ideal conditions, and on how well he [or she] understands the effects of these departures on stream depletion." To understand the effects of the assumptions made in this analysis, RMEA will discuss each assumption individually and how it will affect the results.

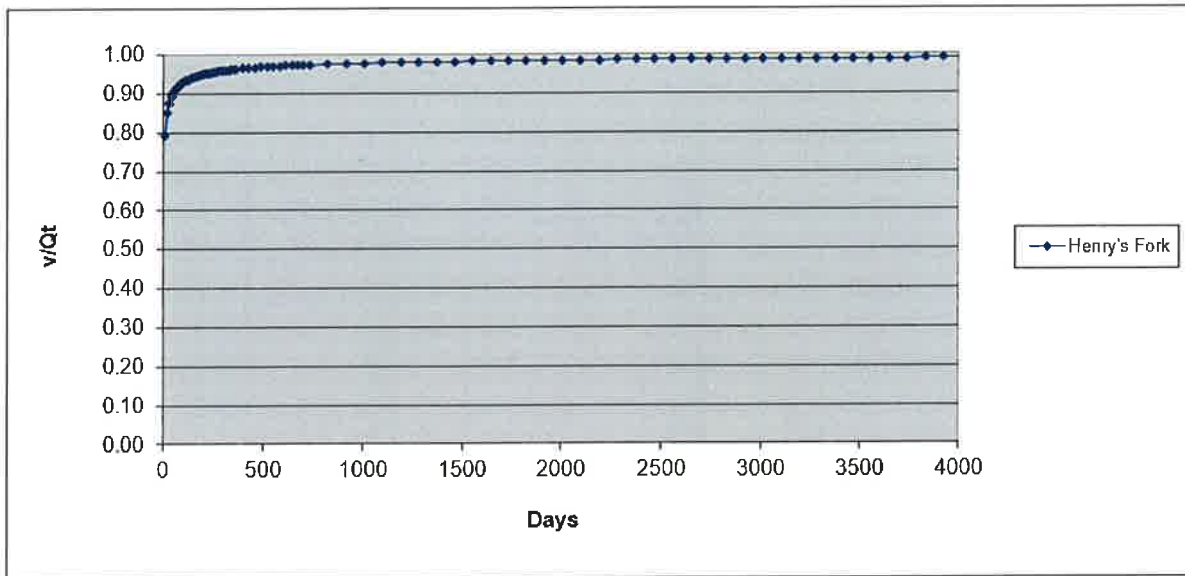
1. The river is infinitely long
 Contor (2011) used MODFLOW and image-well reasoning to prove that "The Jenkins Method may be used regardless of the length of stream connected to the aquifer, when the connection is limited by no-flow boundaries on either side of the pumping well" as is the case with this analysis.
2. The aquifer is semi-infinite; the only boundary to the aquifer is the connected river

Miller (2007) and Contor (2011) addressed this condition and concluded that stream depletion factors for locations closer to the river than to the aquifer boundary do not reflect impermeable-boundary effects. In this analysis the pumping well is less than 300 feet from the river with all other boundaries at a far greater distance (approximately 23,300 ft south) in comparison giving those other boundaries a negligible effect.

3. The results aggregate the effect upon the entire length of the river
By conservation of mass, the pumping volume will eventually propagate to the Henry's Fork River and its tributaries
4. The river is straight
RMEA drew an assumed-strait-line river that generally followed the course of the actual river. In places where the actual river is closer to the well than the assumed-straight-line river, the estimates produced by the analysis will be lower than actual values. In cases where the river is further from the proposed well than the assumed-strait-line river is, the estimates produced by the analysis will be higher than actual values.
5. The river fully penetrates and is in full communication with the aquifer
The Snake River Plain aquifer is hosted in layers basalts and interbedded sediments and there are places where the flow of the Snake River is composed predominately of aquifer discharge (Cosgrove et. al., 1999). The same assumption is given to the basalt layers underlying Henry' Fork.
6. The aquifer is homogeneous and uniform
Each of the eight well logs examined during this analysis (see above) suggest that the aquifer is largely composed of fractured basalt. As such, RMEA views this assumption as reasonably met.
7. Saturated thickness of the aquifer is constant over time
At the scale of the pumping well and the size of the Eastern Snake River Plain Aquifer the cone of depression created from pumping and the rebound of this cone of depression are negligible and the saturated thickness is reasonably assumed to be constant over time. Similarly, the seasonal variation over the course of a year is negligible when the pumping is looked at over the course of several years.

Figure 4 shows the indicated ratio " v/Q " (where v indicates the volume of withdrawal from the river and Q represents the volume of pumping from the diversion) for the analysis conducted. These values can be scaled to any volume simply by multiplying the fraction by said volume. As Figure 4 shows a "plateau effect" (i.e. the fraction remain steady as time increases) two and a half (2.5) years after the onset of pumping, the steady-state fraction is assumed to be the fraction of depletion after two years, which is 0.97.

Figure 4 Fraction of water depleted from nearby rivers after the onset of pumping



Analysis of Effects at "From" Well Location

To evaluate the beneficial effects of the cessation of pumping at the "From" Well, IDWR's Transfer Tool was used. Excerpts of the model run are included as Figures 5-7. The analysis was performed based on consumptive use values. Input values for the "From" Well were determined as follows:

$$\text{Equation 1: } \frac{3.0 \text{ afa}}{3 \text{ trimesters}} = 1.0 \text{ af per trimester}$$

By retiring the proposed 3.0 afa at the "from" Well, a benefit is created in the reaches of the Snake River, including a benefit in the Henry's Fork. In the Ashton to Rexburg reach, transient effects begin at 0.00 af/trimester and progress gradually to **0.02 af/trimester at steady state**.

Net Effects of Proposed Transfer Steady State

Using both of the analyses described above, the net effects can be calculated by subtracting the benefits accrued by the cessation of pumping from the impacts of the proposed pumping as in Equation 2. Since 100% of the proposed pumping will accrue to the Henry's Fork, only net effects to the Henry's Fork are calculated. All net effects to other reaches of the Snake River are *de minimus* amounts below IDWR's mitigation threshold.

$$\text{Equation 2: Net Effects to the Henry's Fork} = \text{Depletionary Effects of Proposed Pumping} - \text{Accruals Created by Cessation of Pumping}$$

In Equation 2, the sign convention dictates that a positive number represents a depletion from the river and a negative number represents an accrual to the river. When applied to the steady state calculations, Equation 2 yields the following results:

$$\text{Equation 2: } 1.0 \frac{\text{af}}{\text{tri}} \text{ due to proposed pumping} - 0.02 \frac{\text{af}}{\text{tri}} \text{ due to cessation of pumping} = 0.98 \frac{\text{af}}{\text{tri}} \text{ net effects to the Henry's Fork}$$

Because 0.98 af/trimester is less than the IDWR-defined-*de minimis* threshold of two (2) af/trimester, **no mitigation is required for this transfer when modeled at steady state.**

Net Effects of Proposed Transfer Transient

As with the steady state calculations, transient effects were calculated using Equation 2 and its associated sign convention. The calculations and results are shown in Table 1. Because the transient accruals due to the cessation of pumping increase as pumping continues, Table 1 shows the net effects of pumping.

Table 1 Net effect of pumping 2025-2032

Trimester	Proposed Pumping	Cessation of Pumping	Net Effects
SUM 2025	0.94	0.00	0.94
WIN 2025	0.95	0.00	0.95
SPR 2026	0.96	0.00	0.96
SUM 2026	0.97	0.00	0.97
WIN 2026	0.97	0.00	0.97
SPR 2027	0.97	0.00	0.97
SUM 2027	0.98	0.00	0.97
WIN 2027	0.98	0.00	0.98
SPR 2028	0.98	0.00	0.98
SUM 2028	0.98	0.00	0.98
WIN 2028	0.98	0.00	0.98
SPR 2029	0.98	0.00	0.98
SUM 2029	0.98	0.00	0.98
WIN 2029	0.98	0.00	0.98
SPR 2030	0.98	0.00	0.98
SUM 2030	0.98	0.01	0.98
WIN 2030	0.98	0.01	0.97
SPR 2031	0.98	0.01	0.97
SUM 2031	0.98	0.01	0.97
WIN 2031	0.98	0.02	0.97
SPR 2032	0.98	0.02	0.96
SUM 2032	0.98	0.03	0.96
WIN 2032	0.99	0.03	0.95

Because the net effects at transient steady state are never greater than the IDWR-defined- *de minimis* threshold of 2 af/trimester, **no mitigation is required for this transfer when modeled at transient state.**

Conclusions

In this summary, this analysis used the modified Jenkin's method and IDWR's Transfer Tool to calculate the net effects to the Henry's Fork that will result due to the proposed transfer. The results suggest that the transfer analysis requires no mitigation at both transient and steady states.

Figure 5 Excerpt of Data Entry Page.

ENHANCED GROUND-WATER RIGHTS TRANSFER ANALYSIS

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: 1952

SEASON: WINTER

TRANSFER NO: 0

TRANSFER NAME: Ensign Jenkins

ENTER CELL LOCATIONS:

	TO' CELL	FROM1' CELL	FROM2' CELL	FROM3' CELL
ROW	52	76	0	0
COLUMN	201	120	0	0

UPDATE DATES

RUN MODEL

GET OUTPUT

CALCULATE EFFECTS

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
WIN 1952	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SPR 1953	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SUM 1953	0.00	1.00	1.00	0.00	0.00	0.00	0.00
WIN 1953	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SPR 1954	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SUM 1954	0.00	1.00	1.00	0.00	0.00	0.00	0.00
WIN 1954	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SPR 1955	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SUM 1955	0.00	1.00	1.00	0.00	0.00	0.00	0.00
WIN 2023	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SPR 2024	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SUM 2024	0.00	1.00	1.00	0.00	0.00	0.00	0.00
WIN 2024	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SPR 2025	0.00	1.00	1.00	0.00	0.00	0.00	0.00
SUM 2025	0.00	0.00	1.00	0.00	0.00	0.00	0.00
WIN 2025	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SPR 2026	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SUM 2026	0.00	0.00	1.00	0.00	0.00	0.00	0.00
WIN 2026	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SPR 2027	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SUM 2027	0.00	0.00	1.00	0.00	0.00	0.00	0.00
WIN 2099	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SPR 2100	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SUM 2100	0.00	0.00	1.00	0.00	0.00	0.00	0.00
WIN 2100	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SPR 2101	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SUM 2101	0.00	0.00	1.00	0.00	0.00	0.00	0.00
WIN 2101	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SPR 2102	0.00	0.00	1.00	0.00	0.00	0.00	0.00
SUM 2102	0.00	0.00	1.00	0.00	0.00	0.00	0.00

Figure 6 Net Transfer Graph

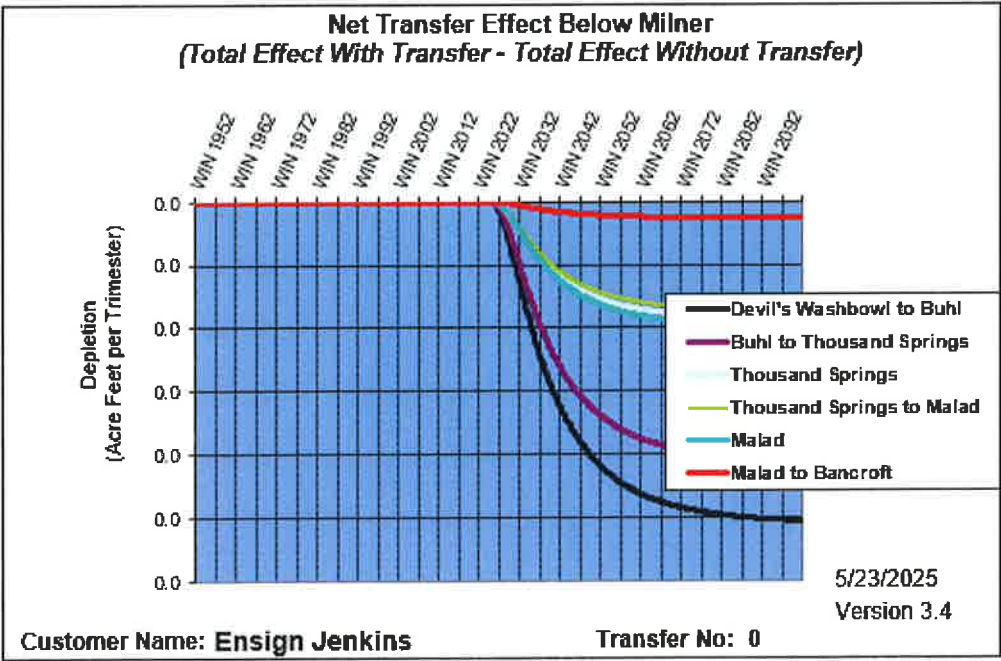
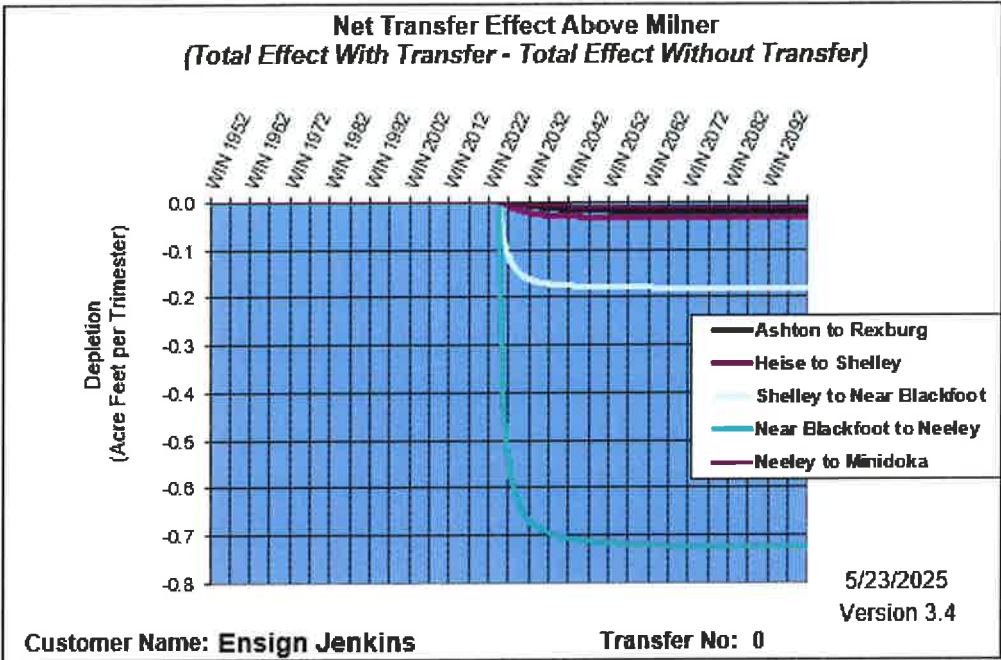


Figure 7 Excerpt of Calculated Effects

1	101	102	103	104	105	106	107	108	109	110	111
	Net Transfer Effect (AF/four months)										
	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickf	Nr Bickf Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr Kspr	Kspr to Malad	Malad Malad	Malad to Bancroft
WIN 1952	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1953	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 1954	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1955	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2024	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	0.0	-0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2025	0.0	0.0	-0.1	-0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2026	0.0	0.0	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2026	0.0	0.0	-0.1	-0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2026	0.0	0.0	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2027	0.0	0.0	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2027	0.0	0.0	-0.1	-0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2099	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2100	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2100	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2100	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2101	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2101	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WIN 2101	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SPR 2102	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 2102	0.0	0.0	-0.2	-0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Enter First Time Step of Transfer: SUM 2019											
March 219											
March 456											
	Asht	Heise	Shelley	Nr Bickf	Neeley	Dev. Wbl.	Buhl	Kspr	Kspr	Malad	Malad
Preexisting Effects @ SS (Last Time Step)	0.02	0.03	0.18	0.72	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Steady State - Value of Dep. @ Last Time Step	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preexisting Effects @ Transient State (Max Value Timesstep)	0.02	0.03	0.18	0.72	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Transient State - Max. Value of Dep. After Transfer	0.02	0.03	0.15	0.52	0.01	0.01	0.01	0.00	0.00	0.00	0.00
Total	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total Effects without Transfer - Last Timesstep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Effects with Transfer - Last Time Step	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Effects without Transfer - Correlates to Max Value from Total Effects with Transfer	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76	0.76
Total Effects with Transfer - Max Value from Start of Transfer to Last Time Step	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Steady State Change	-0.02	-0.03	-0.18	-0.72	-0.01	-0.01	-0.01	-0.00	-0.00	-0.00	-0.00
Transient State Change	0.00	0.00	-0.03	-0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Impact by Reach (AF/Trimester)											
WR No.	Div. Rate (CFS)	Con. Vol. (AF)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. (AF/yr)	Model	Node	Ashton to Rexburg	Heise to Shelley	Shelley to Nr Bickf
Transfer: Proposed Steady State Impacts following Transfer											
Transfer 1: Worst Case Transient State Impacts following Transfer											
0	0	0	0	1/01/1900	0	0.0	0	0	0.0	0.0	0.0
0	0	0	0	1/01/1900	0	0.0	0	0	0.0	0.0	0.0
Steady State Analysis											
Mitigation Check 1 - >10% of Historical											
Mitigation Check 2 - >2 AF/yr											
Mitigation Check 3 - >10% of Total											
Mitigation Required?											
Mitigation Vol. Req'd (ac-ft)											
Transient State Analysis											
Mitigation Check 1 - >10% of Historical											
Mitigation Check 2 - >2.01 AF/yr											
Mitigation Required?											
Mitigation Vol. Req'd (ac-ft)											

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JUN 03 2025

DEPT. OF WATER RESOURCES
EASTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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) Island Park Hospitality LLC

Mailing Address 825 North 300 West, Suite 104, Salt Lake City, Utah 84103

Email* kirk@ensighnhospitality.com Phone 801-433-9074

Name of Representative (if any) Rocky Mountain Environmental Associates, Inc.

Mailing Address 482 Constitution Way, Suite 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.

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 of 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	
03S	32E	15			1														1

Total Irrigated Acres to be Changed: 1

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

B. Proposed Changes. Describe the proposed changes in narrative form:
One acre of water right 35-13473 is proposed to be transferred from recently dried up corners
to irrigate around the grounds of a hotel. The point of diversion is the well drilled for the
hotel, which has recently been conveyed to the ownership of the City of Island Park.
The Mayor of Island Park has signed this application as a collaborative effort.

SUPERCEDED

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
☐	☒	35-13473	0.01	Irrigation	04/01	to 10/31	Groundwater
☐	☐					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: 0.01 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.

SUPERCEDED

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
N	14N	43E	36	5		NW	NW	Fremont	Groundwater	D0077662

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

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

Proposed Place of Use

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	
14N	43E	36						0.3											0.3
								0.7											0.7
								L5											

Total Irrigated Acres: 1

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

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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.

35-02276B- a domestic right that services the homestead. 35-13474-identified to be diverted here, but was severed from the mainline in 2017 and is no longer diverted at this POD

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

21-13256: a commercial right for the hotel.

3. Is the proposed point of diversion within a state water district? ☒ Yes. Water District # 01. ☐ No.

No Water District for Ground Water

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.

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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 30, 2025

ISLAND PARK HOSPITALITY LLC
825 N 300 W STE 104
SALT LAKE CTY, UT 84103-1458

RE: Transfer No. 89897
Water Right No(s). 35-14923

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 BINGHAM NEWS CHRONICLE on 8/6/2025 and 8/13/2025. 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 ASSOC INC
482 CONSTITUTION WAY STE 303
IDAHO FALLS, ID 83402-3552

Henman, Christina

From: Henman, Christina
Sent: Wednesday, July 30, 2025 12:41 PM
To: legalnotices@postregister.com
Subject: Legal Notice for News Chronicle
Attachments: 89897 News Chronicle.docx

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

RE: Transfer No. 89897
Water Right No(s). 35-14923

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 8/25/2025. 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. 89897**

ISLAND PARK HOSPITALITY LLC, 825 N 300 W STE 104, SALT LAKE CTY, UT 84103-1458 has filed Application No. 89897 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-14923; 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: change point of diversion, place of use and nature of use. Proposed point of diversion is in Lot 5 (NWNW) Sec 36 T14N R43E for 0.01 cfs from Ground Water. Proposed use is for Municipal purposes within Lot 2 (NENE) Sec 35 and Lot 5 (NWNW) Sec 36, T14N R43E.

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 8/25/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 8/6/2025 and 8/13/2025