

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 10 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-17193	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: IDAHO DEPT OF PARKS & RECREATION
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CITY OF HAGERMAN
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- PO BOX 158 HAGERMAN ID 83332
Mailing address City State Zip
208-837-6636 clerk@hagermanidaho.us
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: Dec. 4, 2025 based on new WR and CITY/IDPR agreement
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Mayor 12/18/24
Signature of new owner/claimant Title, if applicable Date
Jared Hillier
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date
Print name

Received by SG Date 1-10-2025 For IDWR Office Use Only: Receipt No. 5040476 Receipt Amt. \$25
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by TW Date 1/9/2025

Space for recorder's mark

Exhibit A to Water Transfer Agreement

ANNEXATION AGREEMENT

**Between the Idaho Department of Parks & Recreation
and
the City of Hagerman, Idaho
Regarding the Billingsley Creek Unit
of Thousand Springs State Park**

INTRODUCTION

The Idaho Department of Parks and Recreation (“Department”) and the City of Hagerman, Idaho (“City”) enter into this Annexation Agreement (“Agreement”) in connection with the City’s request that the Department consent to the annexation of the Billingsley Creek Unit of Thousand Springs State Park (such Unit being hereafter referred to as the “Park”) into the City pursuant to Idaho Code § 50-222. The City and the Department (collectively, “the Parties”) have each determined that annexation of the Park would be mutually beneficial, provided that (1) the City recognizes and respects the exclusive authority of the Department and the Idaho Park and Recreation Board (“Board”) to establish the appropriate uses of the Park and to regulate such uses pursuant to Idaho Code § 67-4223, and (2) the City agrees that it will not assert any authority to enforce against the Department or the Board any municipal ordinance or to otherwise attempt to regulate the Park or any activities therein through the provisions of the Local Land Use Planning Act, Idaho Code §§ 67-6501—67-6538 (“LLUPA”).

RECITALS

1. The Park is located adjacent to the City of Hagerman, Gooding County, Idaho. The Park includes portions of sections 11, 12, and 13 in Township 7 South, Range 13 East,

Boise Meridian. Attached hereto as **Exhibit A** is a legal description of the Park, and attached hereto as **Exhibit B** is a map of the Park.

2. The City is a growing community and has determined that it would be appropriate to annex the Park. .
3. The City has requested that the Department consent to the annexation of the Park into the City, in order to promote a logically sequenced growth pattern.
4. The annexation would also provide an opportunity for the Park to receive certain services from the City, including emergency services and municipal and sewer services offered to City inhabitants.
5. In light of the above-recited benefits to the Parties and the public, the Department is willing to consent to annexation, provided that the Park and the Department will not be subjected to the City's planning, zoning or land use ordinances, standards, processes, procedures or requirements as a result of such an annexation.
6. The City recognizes and acknowledges the Department's complete autonomy and exclusive authority to plan for, operate, manage, and develop the Park in accordance with the Department's authorities and obligations under Idaho law.
7. The City recognizes and acknowledges that the Park attracts and hosts many visitors, including many who are not residents of the City, and generates significant vehicular traffic in and around the City; and that the current and future operation and uses of the Park may vary widely, and may include, but are not limited to, activities such as camping, swimming, boating, equestrian use, recreational vehicle use, concerts, special events or festivals; and that the current plans, uses and development of the Park may change in the future, and such changes may result in increased visitation to and use of the Park, additional construction or development in the Park, or new or different activities in the Park.
8. The Parties therefore enter into and intend to be bound by the following terms:

TERMS

9. The Department will conditionally consent to the annexation of the Park by the City pursuant to Idaho Code § 50-222, but only if the Department is first given the opportunity

to review and approve, in writing, the proposed annexation ordinance prior to its passage or enactment.

10. The Department will approve the proposed annexation ordinance only if the proposed ordinance:

- a. expressly recognizes the Department's complete autonomy and authority to operate, manage, develop and plan for the Park in accordance with the Department's authorities and obligations under Idaho law;
- b. expressly recognizes that the Park or any activity occurring therein will not be subject to the City's planning, zoning, construction or land use ordinances, standards, processes, procedures or requirements after the annexation of the Park into the City; and
- c. expressly recognizes that the Park or any activity occurring therein is not subject to any other municipal ordinance;
- d. includes a provision(s) that excludes the Park from the City under Idaho Code § 50-225, but provides that such exclusion is triggered and takes effect only if the City attempts to enforce or apply any of the City's municipal ordinances or planning, zoning, construction or land use ordinances, standards, processes, procedures or requirements against the Park, or against the Department in connection with the Park; and that the Park will immediately and by operation of law be excluded from the City upon any attempt by the City to enforce or apply any municipal ordinance or land use, planning, zoning, development or construction ordinances, regulations, standards or requirements against the Park or against the Department in connection with the Park.

11. If the Department approves of the proposed annexation ordinance, it will provide the City with a conditional consent for the proposed annexation. The conditional consent will operate as and ripen into actual consent for purposes of Idaho Code § 50-222 only if the annexation ordinance the City passes or enacts is, and at all future times remains, substantially the same as that approved by the Department, with no material changes or differences.

12. If the annexation ordinance the City passes differs materially from the form approved by the Department, then (1) the conditional consent will not operate as or ripen into actual consent for purposes of Idaho Code § 50-222; (2) the Department will not be deemed to have consented to such annexation of the Park into the City; and (3) any such attempted annexation will be without any legal effect whatsoever on the Park or the Department.

13. The City recognizes, understands and agrees that any attempt by it to enforce or apply an annexation ordinance against the Park or the Department that differs materially from the form approved by the Department, or any attempt by the City to enforce or apply any of its land use, planning, zoning, development or construction ordinances, regulations, standards or requirements against the Park or against the Department in connection with the Park, would constitute a material breach of this Agreement for which there is no adequate remedy at law. In the event of such a material breach, the City agrees and covenants that it will exclude the Park from the City under Idaho Code § 50-225. The Parties agree that specific performance is the appropriate remedy for failure to discharge this obligation.

14. In the event that any of the provisions of sections 8 through 13 herein are found by a court of competent jurisdiction to be in violation of law or statute, or otherwise unenforceable, the City hereby covenants and agrees that it will take all actions necessary to ensure that any municipal ordinance, zoning ordinance, land use plan, special use permit or other provision or requirement of the LLUPA enacted or adopted by the City for application to the Park is entirely consistent with all applicable, rules, guidelines, policies and master plans of the Department and Board as they apply to the Park.

15. The Department agrees to make good faith attempts to consult with the City regarding plans, uses and development of the Park, and to consider the City's concerns and inputs regarding such matters.

16. Nothing in this Agreement constitutes an admission by the Department that annexation of the Park would subject it or the Department to regulation by the City under LLUPA or any other provision of the Idaho Code.

17. Nothing in this Agreement constitutes consent to annexation.

18. In conjunction with this Annexation Agreement, the Parties further agree:
- a. That for the life of this Agreement the Department will pay any charges imposed upon the Department for connections to City water and sewer services, the same as other City inhabitants, excepting those charges waived by the City in consideration of the partial transfer of Water Right 36-0049 to the City.
 - b. That the Department will pay the same monthly service charges for water and sewer services charged to other City inhabitants.
 - c. That the Department is constitutionally exempt from paying City taxes or payments in lieu of taxes.
 - d. That the location of any utility easements across Department property must be pre-approved by the Department.
19. This Agreement will be recorded in the official records of Gooding County, Idaho.
20. This Agreement and the attached Exhibits set forth the entire agreement between the Parties related to the subject matter of this Agreement, and may not be modified without the written consent of both Parties.
21. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same document.
22. Each of the persons executing this Agreement on behalf of one of the Parties hereto represent and warrant that she or he has legal authority to bind the Party on whose behalf she or he executes this Agreement.

IDAHO DEPARTMENT OF PARKS AND RECREATION


By Susan Buxton, Director, Idaho Department of Parks and Recreation

State of Idaho)
) ss
County of Ada)

On this 20th day of October in the year 2021, before me, Susan Buxton, known or identified to me, to be the Director of the Idaho Department of Parks and

Recreation that executed the said instrument, and acknowledged to me that such Idaho Department of Parks and Recreation executed the same.

IN WITNESS HEREOF, I have set my hand and seal on this 20th
day of October in the year 2021.



Notary Public Betty J. Mills
Residence ANA Commission Expires 6/21/2027

CITY OF HAGERMAN, IDAHO

Alan Jay
By Alan Jay, Mayor, City of Hagerman, Idaho

State of Idaho)
) ss
County of Gooding)

On this 13th day of October in the year 2021, before me, Alan Jay, known or identified to me, to be the Mayor of the City of Hagerman, Idaho, that executed the said instrument, and acknowledged to me that such City of Hagerman executed the same.

IN WITNESS HEREOF, I have set my hand and seal on this 13th
day of October in the year 2021.

Stacey Clark
Notary Public STACEE CLARK
Residence Hagerman, ID Commission Expires 1-14-2023

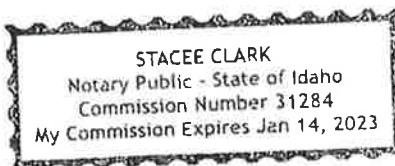


Exhibit A

A Parcel of Land located in the East ½ of Section 11, Southwest ¼ of Section 12 and North ¼ of Section 13 Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho.

Commencing at the Southwest corner of said Section 12 thence North 89°14'29" East, 1520.23 feet along the South boundary of Section 12 to the REAL POINT OF BEGINNING.

Thence South 46°15'35" East, 3.91 feet

Thence South 46°15'41" East, 576.76 feet

Thence South 84°16'00" East, 461.26 feet

Thence North 74°25'01" East, 243.59 feet

Thence South 37°32'59" East, 232.96 feet

Thence South 06°07'30" East, 527.36 feet

Thence South 56°43'55" West, 73.70 feet along the North Right of Way of US Highway 30,

Thence South 48°25'08" West, 116.32 feet along the North Right of Way of US Highway 30,

Thence South 35°57'53" West, 70.72 feet along the North Right of Way of US Highway 30,

Thence South 00°11'03" East, 22.74 feet

Thence South 88°56'33" West, 2620.98 feet to the NW 1/16 corner of Section 13,

Thence North 00°54'24" West, 1317.16 feet along the West boundary of Section 13,

Thence South 89°47'37" West 1268.48 feet along the South boundary of Section 11,

Thence North 01°00'29" West, 1774.21 feet along the East Right of Way Line of US Highway 30,

Thence along a Curve C1

Δ 01°03'55"

Length 799.84

Radius 43021.85

Tangent 399.93

Chord 799.83

Chord Bearing North 01°32'26" West

Thence North 29°11'20" East, 67.77 feet

Thence North 22°43'35" East, 197.14 feet

Thence North 01°10'04" East, 157.89 feet

Thence North 22°00'10" East, 43.25 feet

Thence North 45°37'40" East, 52.80 feet

Thence North 84°27'35" East, 134.79 feet

Thence North 84°27'35" East, 111.05 feet

Thence North 00°26'59" West, 171.02 feet to the South edge of a Road Right of Way.

Thence North 00°26'59" West, 50.00 feet

Thence North 89°33'00" East, 124.83 feet

Thence South 29°23'00" East, 57.13 feet to a point on the South edge of a Road Right of Way.

Thence South 29°22'58" East, 386.58 feet

Thence South 22°52'56" East, 799.14 feet

Thence South 26°10'03" East, 519.95 feet

Thence South 23°24'52" East, 859.77 feet

Thence South 47°58'30" East, 482.48 feet

Thence North 84°52'50" East, 233.99 feet
Thence South 46°15'35" East, 853.00 feet to the REAL POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

Section 11: That part of the North one-half of the Northeast Quarter of the Southeast Quarter, lying West of the following described line:

BEGINNING at a point on the North boundary line of the South one-half of the Southeast Quarter of the Northeast Quarter from which point the Northeast corner of said South one-half of the Southeast Quarter of the Northeast Quarter bears North 89°33' East 734.0 feet;
Thence South 28°25' East 444.0 feet;
Thence South 21°55' East 800.00 feet;
Thence South 25°12' East 520.00 feet to a point on the Section line common to Sections 11 and 12.

And also a parcel of land located in the S½SE¼SE¼ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho:

Beginning at the Northeast corner of said Section 11;
Thence South 89° 59' 36" West for a distance of 1314.98 feet to the Northwest corner of the NE¼NE¼ of said Section 11;
Thence South 0° 06' 15" East for a distance of 1971.81 feet along the Westerly boundary of the NE¼NE¼ and SE¼NE¼ of said Section 11 to the Northwest corner of said S½SE¼NE¼;
Thence South 89° 43' 55" East for a distance of 433.04 feet along the Northerly boundary of said S½SE¼NE¼;
Thence South 0° 16' 05" West for a distance of 50.0 feet to THE TRUE POINT OF BEGINNING;
Thence South 23° 53' 20" West for a distance of 163.92 feet;
Thence South 55° 56' 07" West for a distance of 54.41 feet;
Thence North 85° 10' 39" East for a distance of 112.50 feet; Thence North 0° 16' 05" East for a distance of 172.00 feet to THE TRUE POINT OF BEGINNING.

AMENDED MEMORANDUM OF AGREEMENT
Parties: Idaho Parks and Recreation and the City of Hagerman
Subject: Partial Transfer of Water Right 36-0049

WHEREAS, the City of Hagerman ("the City") is in need of additional water rights to service its future municipal needs;

WHEREAS, the Idaho Department of Parks and Recreation ("IDPR") is the owner of the following water rights:

- Water Right No. 36-0049, which includes the right to divert 6.58 cfs of water from Florence Livestock Spring for domestic and stockwater purposes, and the irrigation of 178.5 acres within the Billingsley Creek Unit of Thousand Springs State Park;
- Water Right No. 36-15538, which includes the right to divert .5 cfs from Florence Livestock Spring for irrigation within the same 178.5 acres within the Billingsley Creek Unit of Thousand Springs State Park
- Water Right No. 36-0048A, which includes the right to divert 1.1 cfs of water from Billingsley Creek for irrigation within the same 178.5 acres within the Billingsley Creek Unit of Thousand Springs State Park;

WHEREAS, each of the above-listed water rights includes a condition stating that use of the water right with the other two water rights is limited to the irrigation of a combined total of 178.5 acres at the designated place of use;

WHEREAS, the above-listed water rights will provide water in excess of IDPR's needs as IDPR retires portions of the park from irrigated agriculture, and develops a campground, arboretum, and other recreational facilities at the Billingsley Creek Unit;

WHEREAS, the development plans for the Billingsley Creek Unit require the continuing diversion of at least 1.8 cfs/387.6 afy from the above-listed water rights to fulfill irrigation needs associated with the campground, arboretum, and other recreational facilities;

WHEREAS, in addition to the continuing diversion of 387.6 afy from the above-listed water rights, IDPR needs 224.5 afy of water for two irrigation seasons to establish meadow grasses at the Billingsley Creek Unit;

WHEREAS, IDPR's development plans require potable water and sewer services for the campground;

WHEREAS, the City is willing to annex the Billingsley Creek Unit and provide such water and sewer services;

WHEREAS, the City is willing to accept a partial transfer of Water Right 36-0049 in lieu of hook-up fees for such water and sewer services;

THEREFORE, the City and IDPR agree as follows:

1. IDPR authorizes the City to prepare an Application for Transfer of the right to divert 1.0 cfs from Water Right 36-0049 to the City for municipal purposes. The City will be wholly responsible for preparing the Application and all supporting documentation, provided, that the Application and supporting documentation will be submitted to IDPR for review and approval prior to filing. The City shall be solely responsible for resolving any protests to the proposed transfer, provided, that any documents filed by the City with IDWR in relation to resolution of any such protests are subject to approval by IDPR prior to filing.

2. A part of such transfer, IDPR agrees that the portion of Water Right No. 36-0049 remaining in IDPR's ownership shall be reduced by 1.42 cfs, so that Water Right No. 36-0049 is limited to the diversion of no more than 5.16 cfs.

3. In recognition of the terms and conditions of Water Right No. 36-0049 providing that a "diversion rate of no more than 0.026 cfs per acre of this right may be transferred or changed so as to change the place of use, purpose of use, or period of use thereof," IDPR agrees that transfer of 1.0 cfs to the City requires IDPR to permanently cease irrigation on 38.5 acres of land; moreover, because Water Right No. 36-0049 is used in combination with Water Right Nos. 36-0048A and 36-15538, a transfer will require amendment of all three water rights as follows:

- Water Right No. 36-0049 shall be amended to include the following provisions:
 - "Diversion of this right and the diversion of the rights listed below is limited to a combined diversion rate of 5.16 cfs during the irrigation season. Combined rights nos. 36-15532 and 36-15533."
 - "Use of this right with Right Nos. 36-00048A and 36-15538 is limited to the irrigation of a combined total of 140 acres in the above-described place of use in a single irrigation season."

- Water Right No. 36-0048A shall be amended to include the following provision:
 - “Use of this right with Right Nos. 36-00049 and 36-15538 is limited to the irrigation of a combined total of 140 acres in the above-described place of use in a single irrigation season.”
- Water Right No. 36-15538 shall be amended to include the following provision:
 - “Use of this right with Right Nos. 36-00049A and 36-00048A is limited to the irrigation of a combined total of 140 acres in the above-described place of use in a single irrigation season.”

4. If the Department of Water Resources denies the Application for Transfer, this Agreement shall terminate without any further action by IDPR or the City, IDPR shall retain all its present rights under Water Right 36-0049, and neither party shall have any obligations toward the other.

5. If the Department of Water Resources approves the Application for Transfer, but limits the amount of water transferred to less than 1.0 cfs, the City shall inform the Department of Water Resources that it is not proceeding with the transfer, and shall file all documents necessary to withdraw the Application for Transfer and take all steps necessary to ensure that IDPR shall retain all its present rights under Water Right 36-0049. Upon approval of the City’s withdrawal of its Application for Transfer by the Department of Water Resources, this Agreement shall terminate without any further action by IDPR or the City, and neither party shall have any obligations toward the other.

6. The authorization provided in Section 1 is contingent upon a determination by the Idaho Department of Water Resources that the partial transfer of 1.0 cfs from Water Right 36-0049 to the City for municipal purposes shall not prevent IDPR from continuing to divert, at a minimum, 387.6 afy for its ongoing and permanent irrigation, domestic, and stockwater needs at the Billingsley Creek Unit following completion of the transfer. In the event that the Idaho Department of Water Resources imposes restrictions, including but not limited to combined use restrictions, on IDPR’s remaining portion of 36-0049 that may prevent IDPR, in combination with Water Right Nos. 36-0048A and 36-15538, from permanently diverting 387.6 afy for its ongoing irrigation, domestic, and stockwater needs, the authorization stated in Section 1 of this Agreement is revoked, and the City shall file all documents necessary to withdraw the Application for Transfer and take all steps necessary to ensure that IDPR shall retain all its present rights under Water Right 36-0049. Upon approval of the City’s withdrawal of its

Application for Transfer by the Department of Water Resources, this Agreement shall terminate without any further action by IDPR or the City, and neither party shall have any obligations toward the other.

7. In Section A.2. of the Application for Transfer, requesting a narrative description of the proposed transfer, the City shall provide the following description:

The Idaho Department of Parks and Recreation (IDPR) has authorized the City of Hagerman (City) to apply for the transfer of the right to divert 1.0 cfs from Water Right 36-0049 to the City for present and future municipal water purposes; provided, IDPR's authorization shall, without further action by IDPR, be automatically withdrawn and terminated in the event that the Idaho Department of Water Resources imposes restrictions on IDPR's remaining portion of 36-0049 that prevent IDPR from permanently diverting, at a minimum, 387.6 afy from Water Right 36-0049 for its ongoing irrigation needs.

8. As consideration for IDPR's agreement to transfer 1.0 cfs from Water Right 36-0049 to the City, the City agrees to provide IDPR the following upon approval of the full amount of the proposed transfer by the Department of Water Resources:

- a. In order to enable the provision of water and sewer services to the Billingsley Creek Unit, the City shall annex the Unit in accordance with the terms of the Annexation Agreement attached hereto as Exhibit A.
- b. Development of the Billingsley Creek Unit requires the use of 224.5 afy of water for two irrigation seasons to establish meadow grasses. If for any reason IDPR is foreclosed from using the water rights remaining in IDPR's ownership after the transfer of water rights to the City for the establishment of such meadow grasses, the City shall, during the first two irrigation seasons following the final transfer of a portion of Water Right 36-0049 to the City, or two irrigation seasons of IDPR's choice prior to 2024, provide IDPR municipal water right service free of charge in sufficient quantity for establishment of the meadow grasses.
- c. The City will waive any and all connection fees for water and sewer connections that result from IDPR's construction of a 50 unit campground at Billingsley Creek (51 water connections, 51 sewer connections, 50 campsites, one shower house/restroom).

- d. During construction of the public water main, wastewater lift station, and sewer force main, IDPR and the design engineer shall provide inspection and testing services to determine conformance with the design documents and to approve the infrastructure, while the City shall provide general inspection for acceptance of the infrastructure. Inspection shall be provided by all parties prior to backfilling any trenches and structures.
 - e. Upon acceptance of the public water and wastewater infrastructure, the City will assume ownership and all responsibilities for operation and maintenance of (1) the potable water main lines from the point where it connects to the City's distribution system to the water meter located near the campground shower building, excluding any service lines or private water mains; (2) the wastewater lift station; and (3) the sewer force main from the wastewater lift station to the City's existing Lift Station #3 (refer to Exhibit D). A separate power meter will be provided for the wastewater lift station.
 - f. The City will grant to IDPR at no charge all necessary temporary construction easements for work on City-owned property or rights-of-way.
9. In conjunction with the City's provision of water and sewer services to the Billingsley Creek Unit, IDPR will do the following:
- a. IDPR will construct a main water line from the south west corner of the Billingsley Creek property in the existing subdivision to access water service, at the location specified in Exhibit B.
 - b. IDPR will construct a sewer lift station on the Billingsley Creek property adjacent to the future campground construction in order to utilize the existing sewer line on the southwest corner of the Billingsley Creek property, at the location specified in Exhibit C.
 - c. IDPR will construct all water and sewer main lines to City of Hagerman, State of Idaho DEQ, and Federal standards.
 - d. IDPR will grant the City all necessary easements in order to maintain and service all water and sewer main lines in the Billingsley Creek Unit.

- e. IDPR will be responsible for maintenance of all campground water and sewer service lines beyond the point where they connect with the main water and sewer service lines owned and maintained by the City.

10. This Agreement is further subject to the following terms and conditions:

- a. Nothing in this Agreement shall be construed to grant to the City any easements over and across IDPR property to convey the transferred water right from Florence Livestock Spring to the City's place of use, nor does this Agreement authorize the City to use any easements held by IDPR across the property of third parties. The City is responsible for acquiring all easements necessary for conveyance of the transferred water right.
- b. In the event the Department of Water Resources imposes conditions on the partial transfer of Water Right 36-0049 that impair IDPR's right to continue using a minimum of 387.6 afy for its ongoing and permanent irrigation needs at the Billingsley Creek Unit, the City shall either reimburse IDPR for the costs incurred in obtaining any replacement water necessary to ensure IDPR's minimum diversion needs are met, provide an equivalent amount of water to IDPR free of charge, or successfully transfer back to IDPR the amount of water necessary to allow IDPR to continue using a minimum of 387.6 afy for its ongoing and permanent irrigation needs at the Billingsley Creek Unit.
- c. This Agreement and the attached Exhibits set forth the entire agreement between the Parties related to the subject matter of this Agreement, and may not be modified without the written consent of both the City and IDPR.
- d. No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both the City and IDPR. Any such modification shall be attached hereto as an addendum and incorporated by herein reference.
- e. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same document.

- f. Each of the persons executing this Agreement on behalf of the City and IDPR hereto represent and warrant that she or he has legal authority to bind the party on whose behalf she or he executes this Agreement.
- g. If, during the pendency of the Application to Transfer Water Right No. 36-0049, issues arise under this Agreement that are asserted by either party to be a material breach of this Agreement, the Party making such assertion must provide the other Party written notice of the asserted breach. The Director of IDPR and the Mayor of the City shall meet to discuss the issue in good faith and reach a resolution. If the Director and the Mayor are unable to resolve the issue to their mutual satisfaction, either the Director or the Mayor may terminate this agreement by written notice to the other. Termination is effective upon receipt of the notice. After serving or receiving a notice of termination, the City, within 48 hours, shall file an appropriate notice of withdrawal with the Department of Water Resources of its Application to Transfer a portion of Water Right No. 36-0049. Termination of this Agreement prior to approval of the Application to Transfer by the Department of Water Resources cancels all rights and obligations of one party toward the other, and is the sole remedy for a material breach of this Agreement occurring prior to the completed transfer of a portion of Water Right No. 36-0049 to the City.
- h. IDPR and the City reserve the right to pursue all appropriate remedies for a material breach of this Agreement occurring after the completed transfer of a portion of Water Right No. 36-0049 to the City.

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the respective parties hereto the day and year herein indicated below.

IDAHO DEPARTMENT OF PARKS AND RECREATION



By Susan E. Buxton
Director, Idaho Department of
Parks and Recreation

10/20/21
Date

CITY OF HAGERMAN, IDAHO



By Alan Jay
Mayor, City of Hagerman, Idaho

10-12-2021
Date

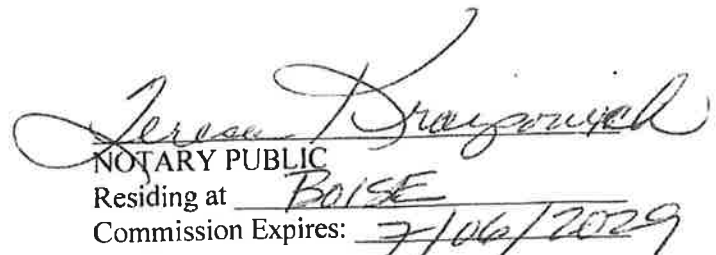


**Exhibit A
to Quitclaim Deed**

**Revised Pursuant to
November 19, 2024
Preliminary Order**

Page 5 of 11

**WATER RIGHT NO. 36-17193
As Modified by Transfer No. 85491**

In accordance with the approval of Transfer No. 85491, Water Right No. 36-17193 is now described as follows:

Right Holder: IDAHO DEPT OF PARKS & RECREATION
PO BOX 83720
BOISE ID 83720-0065

Priority Date: 4/1/1900

Source:	FLORENCE LIVESTOCK SPRING	Tributary:	BILLINGSLEY CREEK
BENEFICIAL USE	From	To	Diversion Rate Diversion Volume
	1/01	to 12/31	1,000 cfs 145.9 af
MUNICIPAL			1,000 cfs 145.9 af

LOCATION OF POINT(S) OF DIVERSION

FLORENCE LIVESTOCK SPRING SESENV Sec 12 Twp 07S Rge 13E GOODING County

CONDITIONS OF APPROVAL

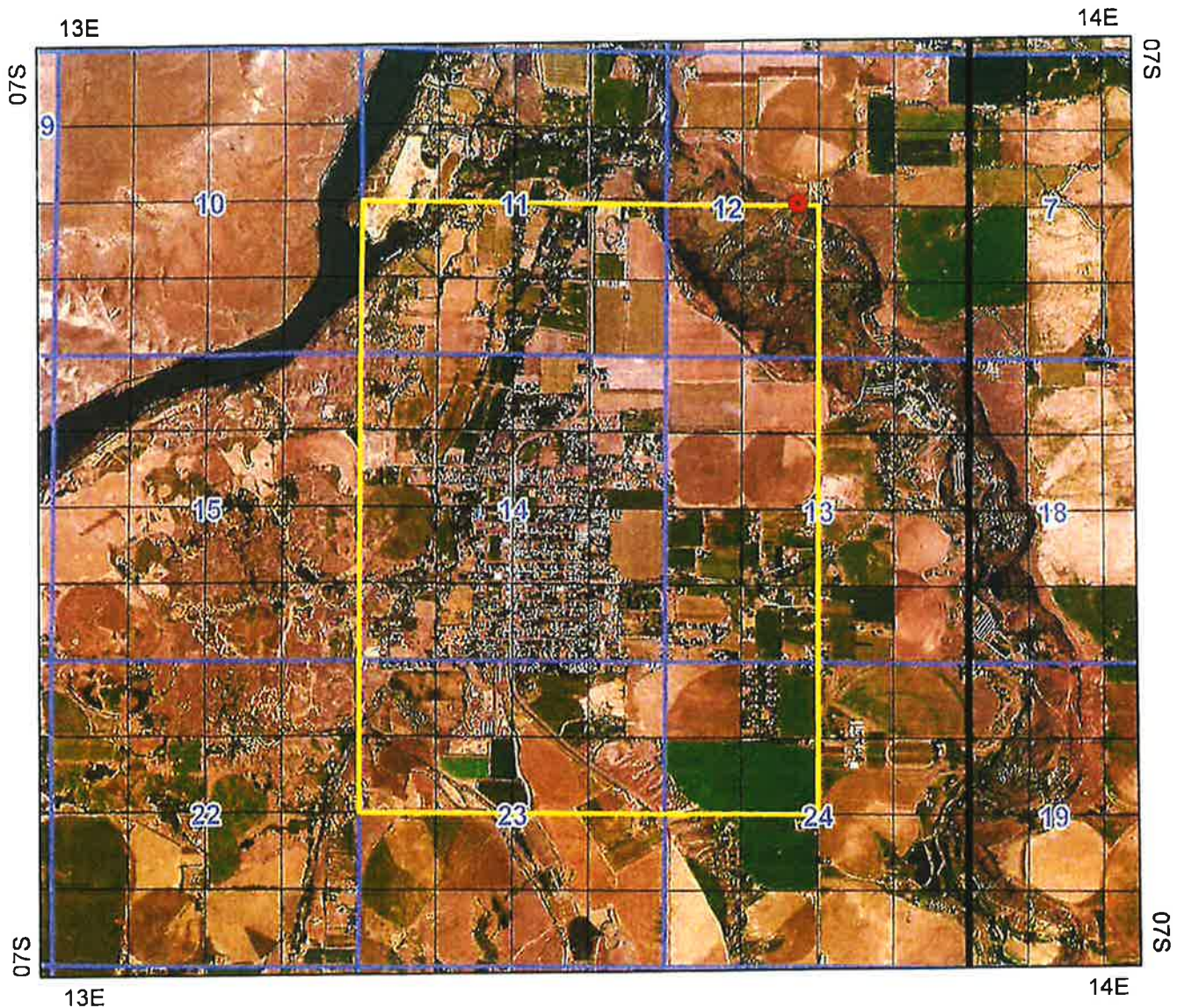
1. Place of use is within the service area of the City of Hagerman municipal water supply system as provided for under Idaho Law.
2. A map generally depicting the service area for this water right at the time of this approval is attached to this document for illustrative purposes.
3. The use of water under this right from 12/01 - 2/14 is subordinated to rights with priority dates before January 1, 2000.
4. During the period of use of 12/01 - 2/14, when the minimum stream flow water rights in the Snake River at Murphy Gage are not being satisfied, the right holder shall cease diverting water for the consumptive uses authorized by this right. The minimum stream flow water rights are 5,600 cfs from November 1 through March 31.
5. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 36A.
6. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
7. This right does not grant any right-of-way or easement across the land of another.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 06/26/2014.

Transfer No. 85491

Attachment to Transfer # 85491

36-17193

This map depicts the MUNICIPAL place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Water Service Area Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.375 0.75 1.5 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

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

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 09, 2026

CITY OF HAGERMAN
PO BOX 158
HAGERMAN ID 83332-0158

Re: Change in Ownership for Water Right No(s): 36-17193

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-293-9912.

Sincerely,

Tyler Wallace
Engineer Intern

Enclosure(s)

Cc:
JUB Engineers, Inc
Water District 36A

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

RECEIVED

JAN 10 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

TRANSMITTAL LETTER

To: Corey Skinner
IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

Date: 1/6/2025
Project: IDPR Water Rights Transfer
Project No.: 60-20-099

We are delivering to you:

Change in water right ownership documents via mail, the following items:

Copies	Date or No.	Description
1		Water Right Ownership Change document
1		Conveyance document (Per our attorney, this should be sufficient)
1		Map
1		Check

These items are transmitted as checked below:

- ☒ For Approval ☐ As Requested ☐ Returned for Corrections
☐ For Your Information ☐ For Review & Comment ☐ Other

Remarks:

Cc:

Signed: 

If enclosures are not as noted, please notify us.