

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 10 2024

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

DEPT. OF WATER RESOURCES
EASTERN REGION

Name of Applicant(s) Isaac Musser Phone 801-381-5194
Mailing address 4445 W 3500 N Email ismusser1@gmail.com

- If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

No Representative

Name of Representative Adam Carter Phone 208 220 8055
Mailing address 12049 S 360 E Melad Idaho 83252 Email robincattle@gmail.com

Send all correspondence for this application to the representative and not to the applicant.

OR

Send original correspondence to the applicant and copies to the representative.

The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]
Signature of Applicant or Authorized Representative

Print Name and Title if applicable

9-6-2024
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- 1. Change point of diversion Add diversion point(s) Change place of use
 Change nature of use Change period of use Other _____

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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NOV 12 2024

DEPT. OF WATER RESOURCES
EASTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
<input type="checkbox"/> All or <input checked="" type="checkbox"/> Part	15-7037	0.35/87.5	Irrigation	04/01 to 10/31	Ground Water
<input checked="" type="checkbox"/> <input type="checkbox"/>				to	
<input checked="" type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

AMENDED

Total authorized under rights 0.35 cfs and/or 87.5 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.35 cubic feet per second and/or 87.5 acre-feet per year.

3. Point(s) of Diversion:

- No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5.**

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
Y			SW	NE	2	14S	35E	Oneida	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	35E	2			13				12										25
Total Acres (for irrigation use)																			25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Deep well. Arrow measuring device will be installed

b. Who owns the property at the point(s) of diversion? Isaac Musser
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien: No

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank? No
If yes, complete Attachment WSB.

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land will be converted to permanent pasture (not non-irrigated pasture)

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
All remaining water rights will be used for irrigation. Transferred water will be used for irrigation

g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
Yes No
 undergone a period of five or more consecutive years of non-use,
 currently leased to the Water Supply Bank,
 currently used in a mitigation plan limiting the use of water under the right, or
 currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

0 0.04



NWSE

NESW

SWNE

SENW

Ekholm Rd

Ekholm Rd

3300 N

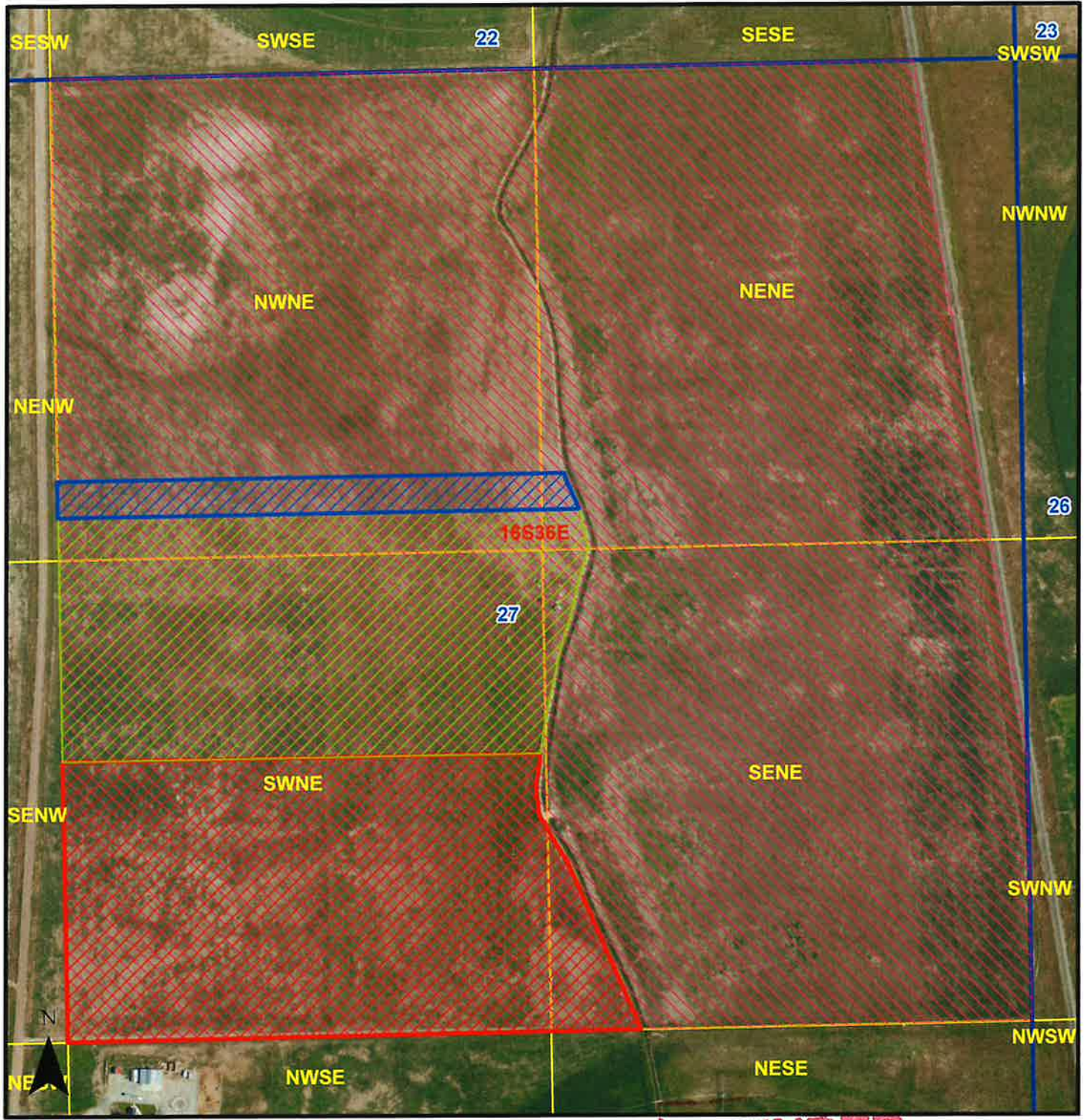
Ekholm Rd

Point of Diversion

Place of use

2

094226



Legend

-  Drury (to dry up)
-  Barlow (to dry up)
-  Musser (to dry up)
-  WR 15-7037
-  Township/Range
-  Sections
-  QQ

RECEIVED

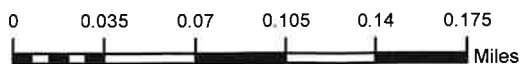
AMENDED

FEB 06 2025

DEPT. OF WATER RESOURCES
EASTERN REGION

WR 15-7037

2023 Imagery



IDAHO DEPARTMENT OF
WATER RESOURCES

JNEBEKER_IDWR

Water Rights

Old -

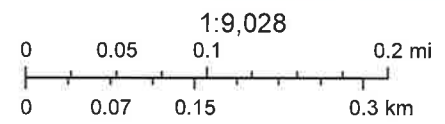
89426



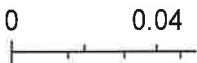
9/9/2024, 7:49:03 AM

- POD - Water Rights
- POU - Water Rights
- All Other POU (non-provider)

□ Irrigation Providers and Municipal Service Areas



Esri, HERE, IPC, Esri, HERE, Garmin, IPC, Maxar



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- Attach a map of the diversion, measurement, control, and distribution system. Label it Attachment #7a.
- If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it Attachment #7b.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance) *None*

- If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it Attachment #8a.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS *None*

- If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it Attachment #8b.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

FOR DEPARTMENT USE ONLY

E050354 receipt total \$600. - / \$500. - for this app.

Transfer contains _____ pages and _____ attachments.

Received by JB Date 9/10/2024 Preliminary check by _____ Date _____

Fee paid \$500. - Date 9/10/2024 Received by JB Receipt # E050354

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB (copy sent to state office) Lessor Designation form &/or W-9 (originals to state office)

RECEIVED

OCT 30 2024

DEPT. OF WATER RESOURCES
EASTERN REGION

To: Idaho Dept. of Water Resources

From: Samaria Lake Irrigation Company

Adam Carter has requested that a notice be sent in his behalf regarding state water right 15 -7037 that has a place of use and point of diversion on Oneida county tax parcel RP0367400 (The Northeast Quarter of section 27, Township 16 South, Range 36 east Boise Meridian, Oneida County Idaho).

Norman Howell owned this property and State water right at one time. In addition, he had 25 shares of Samaria Lake Irrigation shares that were associated with state water right 15-7037.

When Norman sold the property (approx. 2008) to Jeff and Cathy Louder, none of the shares were sold and were used on another property. None of the owners of the property following Norman Howell have owned the shares. No Shares have a place of use on Oneida county tax parcel RP0367400 (The Northeast Quarter of section 27, Township 16 South, Range 36 east Boise Meridian, Oneida County Idaho).

Paul E. ... member of Samaria Lake Irrigation 10/30/24
Dad R. ... Board member Sam Lake Irrigation Co. 10/30/24

Attachement #2A #2

RECEIVED
SEP 10 2024
DEPT. OF WATER RESOURCES
EASTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
15-7037	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Adam Carter Patty Carter
 Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Isaac Musser
 New owner(s) as listed on the conveyance document Name connector and or

4445 West 3500 North Malad City ID 83252
 Mailing address City State Zip

801-381-5194 isusser1@gmail.com
 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: _____

- 6. Do you own the land identified as the water right place of use? Yes No
 - o 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):
 - o \$25 per undivided water right.
 - o \$100 per split water right.
 - o 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] 9-6-2024
 Signature of new owner/claimant Title, if applicable Date

Isaac S. Musser
 Print name

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

Print name _____

Received by JB Date 9/10/2024 For IDWR Office Use Only: Receipt No. E050354 Receipt Amt. \$100.-

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 _____ Date _____

\$100 refund requested 2/18/25
CH

89426

ownership change returned
\$100.- for this app
\$1000.-

DEC 13 2024

New property to
have water rights

162844

NTO-117426
Isaac Musser
4445 West 3500 North
Malad City, ID 83252

Microfilm No. 162844
21 Day Jan 20 22
At 02 30 O'clock PM
[Signature]
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Northern Title Company- Malad

WARRANTY DEED

RDA Farms, LLC, an Idaho limited liability company

Grantor(s) of Malad City, County of Oneida, State of Idaho, hereby **CONVEY AND WARRANT** to

Isaac Musser, a married man

Grantee(s) of Malad City, County of Oneida, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Exhibit "A" attached and made a part hereto

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this January 21, 2022.

[Signature]
RDA Farms, LLC, an Idaho limited liability company
Diane Allen, Manager/ Member

[Signature]
RDA Farms, LLC, an Idaho limited liability company
Richard Allen, Manager/Member

State of Idaho }
County of Oneida }§

On 21st day of January, 2022, personally appeared before me, a Notary Public, **Diane Allen and Richard Allen**, who, being by me duly sworn, did say that they are the Manager/Member of **RDA Farms, LLC** and that said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individuals acknowledged to me that said Company executed the same.



[Signature]
Notary Public
Resides: Malad, ID
Commission Expires: 7/10/2027

NTO-117426A
Isaac Musser
4445 West 3500 North
Malad City, ID 83252

Microfilm No. 162845
21 Day Jan 20 22
At 02 35 O'clock PM
[Signature]
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Northern Title Company- Malad

WARRANTY DEED

RDA Properties, LLC, an Idaho limited liability company,

Grantor(s) of Malad City, County of Oneida, State of Idaho, hereby **CONVEY AND WARRANT** to

Isaac Musser, a married man

Grantee(s) of Malad City, County of Oneida, State of Idaho, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

**Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho
Section 2: Southwest Quarter of the Northeast Quarter.**

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this January 21, 2022.

[Signature]
**RDA Properties, LLC, an Idaho limited liability company
Diane Allen, Manager/Member**

[Signature]
**RDA Properties, LLC, an Idaho limited liability company
Richard Allen, Manager/Member**

State of: ID)
County of: Oneida)§

On 21st day of January, 2022, personally appeared before me, a Notary Public, **Diane Allen and Richard Allen**, who, being by me duly sworn, did say that they are the Manager/Member of **RDA Properties, LLC, an Idaho limited liability company** and that said instrument was signed in behalf of said limited liability company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individuals acknowledged to me that said Company executed the same.



[Signature]
Notary Public
Residing: Malad, ID
Commission Expires: 7/6/2027

US★TITLE

INSURANCE AGENCY

ESCROW AGREEMENT

Sale - Water Rights

File No.: 074432 (Accommodation Escrow)

This Escrow Agreement is made and entered into the 6 day of September, 2024, by and between Isaac Musser ("Buyer"), Adam Marriott Carter and Patty Ann Carter ("Seller"), and US Title Insurance Agency ("US Title").

RECITALS

- A. Seller is the owner of certain water rights located in Oneida County, Idaho, said water rights are particularly described as follows (the "Water Right")
- .35 CFS; 87.58 AFA; 25 acres from State of Idaho Division of Water Right # 15-7037
- B. Buyer and Seller have entered into a Purchase Contract wherein Seller has agreed to sell, and Buyer has agreed to buy, the Water Right (the "Transaction").
- C. Buyer and Seller acknowledge and agree that the state transfer processing needs to be filed and approved with the State (the "Approval of Water Transfer"):
- D. Buyer and Seller desire to establish an escrow with US Title for the amount of the purchase price for the Water Right plus and additional \$1,000 to cover the water transfer fees to the state and a \$80 fee to process the escrow to US Title. The total to be held in escrow and in accordance with the terms of this Escrow Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller, and US Title agree as follows:

- Establishment of Escrow. At the closing of the Transaction, Seller shall deposit into an escrow established with US Title (the "Escrow") the sum of (\$163,580.00) (the "Escrow Funds").
- Disbursement of Escrow Funds. The Escrow Funds shall be disbursed by US Title as follows:
 - Seller shall be entitled to utilize the Escrow Funds to pay for the transfer fees. Buyer shall submit to US Title invoices for said transfer. US Title shall then deliver to the invoice claimant such portions of the Escrow Funds as are necessary to pay the invoice and any overage of the costs will be refunded to the Buyer.
 - Seller shall have until October 7, 2024, to complete the Transfer of Water Right. If the transfer is not completed within such time period or if the water right is not able to transfer for any reason, US Title shall deliver any remaining portions of the Escrow Funds to Issac Musser ("Buyer").
- Investment of Escrow Funds. US Title shall hold the Escrow Funds in a non-interest bearing account.
- Liability of US Title. Buyer and Seller agree that the following limitations on the liability of US Title shall apply to the Escrow:
 - US Title shall not be liable for any act or omission whatever under this Agreement or in connection herewith if done in good faith, excepting only the willful or negligent conduct of US Title

- (b) It is expressly agreed that US Title acts as a depository only and is not responsible or liable in any manner whatever for any act to be performed under any agreement between Buyer and Seller by Buyer or Seller, or for any failure to perform by either;
- (c) US Title shall not be liable for acting upon any notice, request, waiver, consent, receipt or other paper or document believed by US Title to be genuine and to be signed by the proper party or parties;
- (d) Seller and Buyer jointly and severally agree to pay all costs, expenses and attorneys' fees incurred by US Title hereunder, and that US Title shall have the right to pay such costs, expenses, and fees out of the Escrow Funds, and
- (e) In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereby, US Title shall be entitled, at US Title's option, to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing US Title may make no delivery or other disposition of any document or property involved herein or affected hereby and in so doing US Title shall not be or become liable to the Buyer or Seller or to anyone else whomsoever for US Title's refusal to comply with such conflicting or adverse claims or demands, and US Title shall be entitled to continue so to refrain to act until:
 - (i) The rights of the adverse claimant have been finally adjudicated in a court of competent jurisdiction; or
 - (ii) All differences shall have been adjusted by agreement and US Title shall have been notified thereof in writing signed by all of the parties hereto.

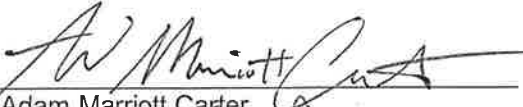
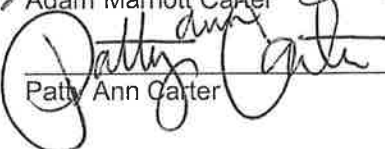
In the event of such a disagreement or presentation of adverse claims or demands as described above, US Title, at its sole option and discretion, may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated, may deposit with the court all documents and property held hereunder, and the parties hereto agree to pay all costs, expenses, and attorney's fees incurred by US Title in such action, and said costs, expenses, and fees shall be included in any judgment rendered in any such action.

- 5. Indemnification. Buyer and Seller jointly and severally agree to indemnify and defend US Title of and from any and all claims, demands, obligations, actions or liabilities arising from or relating to the performance or nonperformance of Buyer or Seller pursuant to this Escrow Agreement.
- 6. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified mail, postage prepaid and return receipt requested, properly addressed to the party entitled to receive such notice.
- 7. Binding Agreement. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 8. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof, and shall not be modified or amended except by written instrument duly executed by all of the parties hereto.
- 9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

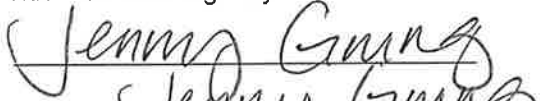
Note: Parties are aware that no title insurance is issued on said water rights and escrow is being provided as a courtesy only.

In witness whereof, the parties have executed this Agreement as of the date set forth above.


Isaac Musser


Adam Marriott Carter

Pathy Ann Carter

US Title Insurance Agency

By: 
Print Name: Jenny Gunning
Title: Escrow Officer

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
<input checked="" type="checkbox"/>	15-7037	.35/87.6	Irrigation	4/01 to 10/31	ground
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	
<input type="checkbox"/>				to	

SUPERCEDED

Total authorized under rights .35 cfs and/or 87.6 acre-feet.

2. Total amount of water proposed to be transferred or changed .35 cubic feet per second and/or 87.6 acre-feet per year.

3. Point(s) of Diversion:

- No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
Yes		NE	SE		35E 44S					
					2	44S	353	Oneida	ground	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
14S	35E	2			13							12								25

Total Acres (for irrigation use)



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

November 14, 2024

ISAAC MUSSER
4445 W 3500 N
MALAD CITY, ID 83252

RE: Transfer No. 89426
Water Right No(s). 15-7037

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 IDAHO ENTERPRISE on 11/21/2024 and 11/28/2024. 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:
ADAM MARRIOT CARTER
12049 S 300 E
MALAD CITY, ID 83252-6657

Henman, Christina

From: Henman, Christina
Sent: Thursday, November 14, 2024 2:09 PM
To: 'sherrie.w@thecityjournals.com'
Subject: Legal Notice for Idaho Enterprise
Attachments: 89426, 89427 Idaho Enterprise.docx

LEGAL NOTICE DEPARTMENT
IDAHO ENTERPRISE
PO BOX 205
MALAD CITY, ID 83252

RE: Transfer No. 89426, 89427
Water Right No(s). 15-7037, 15-7037

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 12/9/2024. 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. 89426**

ISAAC MUSSER, 4445 W 3500 N, MALAD CITY, ID 83252 has filed Application No. 89426 for changes to the following water rights within ONEIDA County(s): Right No(s). 15-7037; 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 and place of use. Proposed point of diversion is in SWNE Sec 2 T14S R35E for 0.35 cfs from ground water. Proposed place of use is in SWNE and SENW Sec 2 T14S R35E for 25 acres.

TRANSFER NO. 89427

ISRAEL BARLOW, 6007 W 8000 S, PAYSON, UT 84651 has filed Application No. 89427 for changes to the following water rights within ONEIDA County(s): Right No(s). 15-7037; 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 and place of use. Proposed point of diversion is in SESW Sec 27 T15S R36E for 0.30 cfs from ground water. Proposed place of use is in SESW and SWSE Sec 27, and NWNE and NENW Sec 34, T15S R36E for 21 acres. 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 12/9/2024. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 11/21/2024 and 11/28/2024