

RECEIVED

OCT 31 2024

DEPT. OF WATER RESOURCES
EASTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Greg Golightly and E & M TrustCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes ☐ N/A ☐ * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b 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). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b 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. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☒ ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☒ ☐ #10 Other. Please describe: Part 1A.3 narrative is attached.

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Greg Golightly and E & M Trust Phone 208-339-4510
Mailing address 2378S 1600E Preston ID 83263 Email ggolightly@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 Rocky Mountain Environmental Associates, Inc. (RMEA) Phone 208-524-2353
Mailing address 482 Constitution Way Ste 303 Idaho Falls ID 83402 Email kristin.rmea@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.

 Greg Golightly 10/30/2024
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

 Nancy Beckstead trustee 10/30/2024
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- 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**.
- 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**.
Part 1A.3 narrative is attached

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCE

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
All or Part ☐ ☒	13-311	1.14 cfs	Irrigation	4/1 to 11/1	Spring Cr/ Bear River
☐ ☐		0.13 cfs	Stockwater	11/1 to 4/1	Spring Cr/ Bear River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.14 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 1.14 cubic feet per second and/or _____ 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 #
N			NW	NW	6	16S	40E	Franklin	Spring Creek	

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	
16S	39E	12	7.7			19													26.7
			S			S													
16S	40E	7						2.9	27	0.4									30.3
								(L1)	(L2)										
								S	S	S									
Total Acres (for irrigation use)																			57

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:
Right will be moved into existing diversion system under watermaster jurisdiction. No changes to infrastructure are needed. Same POD as 13-62, 13-217 and 13-7792 though mapped more precisely than in current GIS representation.
- b. Who owns the property at the point(s) of diversion? Michael D Beckstead Et Ux
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Existing POD & ditch under existing formal or prescriptive easement(s).
- 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: N/A - See attached 1A.3 narrative.
- 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?
 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:
Irrigation will continue under Cub River Irrigation but without benefit of this supplemental right.
- 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:
Described in Attachment #8b
- 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:

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)

- ☐ 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

- ☒ 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:

See narrative in Attachment #8b

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$580.00 Date 10/31/24 Received by *[Signature]* Receipt # E050467

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)

Attachment #2b. Documentation of Ownership of New Place of Use

- 1) Current Screenshots from Franklin County Parcel Viewer – 6 pages
- 2) IDWR Water-right Reports for 13-62, 13-217 and 13-7792 – 6 pages

13 pages total including this cover sheet

The three existing rights that overlap the proposed Place of Use are currently in the name of applicant E&M Trust but actually belong to applicant Greg Golightly per a recent sale. Because these rights will not be changed by this proposed transfer, the change of ownership will be accommodated in a Bear River Basin Adjudication filing soon to follow this transfer application.

Preview the 2024 ARRL Online Auc...

Inbox (148) - bryce.center@gmail...

Home - Google Drive

Timesheet - Google Sheets

ARRL On-line Auction: BQ2FX P44C...

BQ2FX FX-4CR

Inbox (2) - centerwater@gmail.com

Parcel Viewer | Franklin Parcel View...

https://experience.arcgis.com/experience/66f6f76622b514621d077e5c7a57ad94/page/Parcel-Viewer/Print...

Getting StartedFoFL GraphMURMAPModel 2000 - Hu-W...Northern Utah Web...RepairClinic.ComGenuine Replaceme...3/4" LED Turn Signal...St Paul Kerosene Sta...Rectangle/Square C...iCloud CalendarInbox (12) - conton...Windows Server 201...LCRSpanish ClassVi-ShiftHQ IFA04pr02024.pdf

Franklin County Parcel Viewer

Franklin County GISParcel ViewerParcel Viewer ClassicPublic RoadsSlope ViewerWhere to Vote

Print templateResults

Template

A3 Landscape

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 isGolightly

Owner Name

Parcel: RP02679.00

RP02679.00

PI ATNO

129

Ngrhd

32

Owner1

GOLIGHTLY GREG

Owner2

OwnerStr

264 W 2ND S

Find address or place

89484

Mapleton

Worm Creek

87200 E

Selected features: 1

Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, Powered by Esri

Search

ENGUS13:292024-10-16

Print template

Results

Template

A3 Landscape

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 is

Owner Name

Parcel: RP02807.00

RP02807.00

FI ATNO

129

Nghd

B

Owner1

GOLIGHTLY GREG

Owner2

OwnerStr

264 W 2ND S

Find address or place

RP02795.00

RP02796.00

RP02677.00

RP02804.00

RP02678.02

RP02807.00

RP02807.04

RP02807.01

RP02807.02

RP02807.03

RP02801.00

RP02801.02

RP02801.01

RP02802.00

RP02801.03

RP02801.05

RP02801.04

RP02807.05

RP02679.00

RP02794.00

89484

Selected features: 1

Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA Powered by Esri

Franklin County Parcel Viewer

Franklin County GIS

Parcel Viewer

Parcel Viewer Classic

Public Roads

Slope Viewer

Where to Vote

16:18

2024-10-18

Print template

Results

Template

AS Landscape

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 is

Owner Name

Parcel: RP02807.01

RP02807.01

PLATNO

129

Ngrhd

8

Owner1

E & M TRUST

Owner2

OwnerStr

2414 S 1600 E

Find address or place

RP02795.00

RP02794.00

RP02796.00

RP02677.00

RP02678.02

RP02804.00

RP02807.00

RP02807.04

RP02807.01

RP02807.02

RP02807.03

RP02801.00

RP02801.02

RP02801.01

RP02802.00

RP02801.03

RP02801.05

RP02801.04

RP02807.05

RP02679.00

RP02807.00

RP02807.01

RP02807.02

RP02807.03

RP02807.04

RP02807.05

RP02801.00

RP02801.01

RP02801.02

RP02801.03

RP02801.04

RP02801.05

Selected features: 1

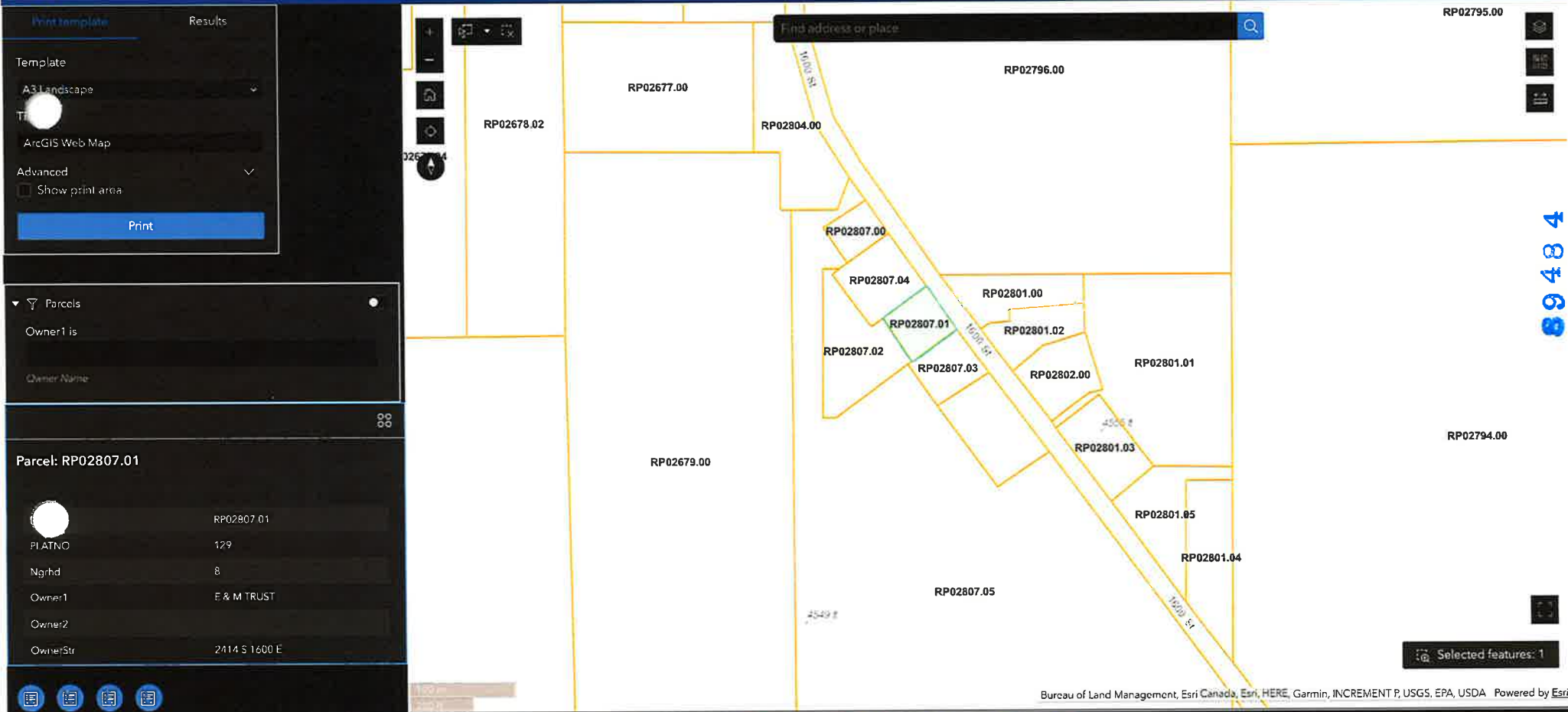
Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Powered by Esri

Search

ENG US

2024-10-18



Print template

Results

Template

A3 Landscape

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 is

Owner Name

Parcel: RP02807.02

RP02807.02

PLATNO

129

Ngrhd

8

Owner1

F & M TRUST

Owner2

OwnerStr

2414 S 1600 E

Find address or place

RP02795.00

RP02796.00

RP02677.00

RP02678.02

RP02804.00

RP02807.00

RP02807.04

RP02807.01

RP02807.02

RP02807.03

RP02801.00

RP02801.02

RP02801.01

RP02802.00

RP02801.03

RP02801.05

RP02801.04

RP02794.00

RP02679.00

RP02807.05

RP02794.00

89484

Selected features: 1

Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Powered by Esri

Search

2024-10-18

Print template

Results

Template

A3 Landscape

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 is

Owner Name

Parcel: RP02807.04

RP02807.04

PLATNO

129

Ngrhd

8

Owner1

E&M FAMILY TRUST

Owner2

OwnerStr

2414 S 1600 E

Find address or place

RP02795.00

RP02796.00

RP02677.00

RP02678.02

RP02804.00

RP02807.00

RP02807.04

RP02807.01

RP02807.02

RP02807.03

RP02801.00

RP02801.02

RP02802.00

RP02801.01

RP02801.03

RP02801.05

RP02801.04

RP02679.00

RP02794.00

RP02807.05

Selected features: 1

Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA. Powered by Esri

69484

Search

ENG US

10:14

2024-10-18

Close

Water Right Report : 13-62(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	E & M TRUST	2414 S 1600 E	PRESTON	ID	83263
Original Owner	GOLIGHTLY, DONALD D	RT 1	PRESTON	ID	83263
Original Owner	GOLIGHTLY, NONA	RT 1	PRESTON	ID	83263

Water Right Status

Priority Date : 5/15/1902
 Basis : Decreed
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
SPRING CREEK		CUB RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
SPRING CREEK	16S	40E	6	4				NW NW FRANKLIN	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	7/01	0.20 CFS	36.00 AFA
TOTAL			0.20 CFS	36.00 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
16S	39E	12		NE	NE		8.2
16S	39E	12		SE	NE		20.3
16S	40E	7	1	NW	NW		2.0
16S	40E	7	2	SW	NW		26.5

Irrigation Totals

Total Acres Acre Limit
 57.00

Conditions

Code Conditions

- X35 Rights 13-62, 13-217 and 13-7792 when combined shall not exceed a total diversion rate of 1.14 cfs, a total annual maximum diversion volume of 218 af at the field headgate, and the irrigation of 57 acres.
- R05 Use of water under this right will 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. 13A.
- R43 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(s).

Dates	Other Information
Licensed Date :	State or Federal :
Decreed Date : 5/21/1981	Water District Number : TBD
Permit Proof Due Date :	Generic Max Rate Per Acre : 0.02
Permit Proof Made Date :	Generic Max Volume Per Acre : 3.5
Permit Approved Date :	Combined Acre Limit : 57.00
Permit Moratorium Expiration Date :	Combined Volume Limit: 218.00
Enlargment Use Priority Date :	Combined Rate Limit:
Enlargement Statute Priority Date :	Civil Case Number :
Application Recevied Date:	Decree Plaintiff :
Protest Deadline Date:	Decree Defendant :
	Swan Falls Trust or Nontrust :
	Swan Falls Dismissed :
	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

10/21/2024

Close

Water Right Report : 13-217(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	E & M TRUST	2414 S 1600 E	PRESTON	ID	83263
Original Owner	GOLIGHTLY, DONALD D	RT 1	PRESTON	ID	83263
Original Owner	GOLIGHTLY, NONA	RT 1	PRESTON	ID	83263

Water Right Status

Priority Date : 4/1/1872

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
UNNAMED STREAMS		WORM CREEK	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
UNNAMED STREAMS	16S	40E	6	0		NW	NE	FRANKLIN	
UNNAMED STREAMS	16S	40E	6	0		NW	NW	FRANKLIN	Injection
UNNAMED STREAMS	16S	40E	6	0		NW	NW	FRANKLIN	Rediversion

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	0.43 CFS	184.00 AFA
TOTAL			0.43 CFS	184.00 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
16S	39E	12		NE	NE		8.2
16S	39E	12		SE	NE		20.3
16S	40E	7	1	NW	NW		2.0
16S	40E	7	2	SW	NW		26.5

Irrigation Totals

Total Acres Acre Limit

57.00

Conditions

Code Conditions

X35 Rights 13-62, 13-217 and 13-7792 when combined shall not exceed a total diversion rate of 1.14 cfs, a total annual maximum diversion volume of 218 af at the field headgate, and the irrigation of 57 acres.

R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water

- R43 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(s).
- R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
- G01 Point of injection into and point of redirection from Spring Creek.
- 004 This right does not grant any right-of-way or easement across the land of another.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates

Licensed Date :
Decreed Date : 5/21/1981
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 :
Water District Number : TBD
Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
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

10/21/2024

Close

Water Right Report : 13-7792(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	E & M TRUST	2414 S 1600 E	PRESTON	ID	83263
Previous Owner	GOLIGHTLY, DONALD D	RT 1	PRESTON	ID	83263
Previous Owner	GOLIGHTLY, NONA	RT 1	PRESTON	ID	83263

Water Right Status

Priority Date : 8/31/1903

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
SPRING CREEK		CUB RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
SPRING CREEK	16S	40E	6	4		NW	NW	FRANKLIN	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.90 CFS	182.00 AFA
TOTAL			0.90 CFS	182.00 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
16S	39E	12		NE	NE		8.2
16S	39E	12		SE	NE		20.3
16S	40E	7	1	NW	NW		2.0
16S	40E	7	2	SW	NW		26.5

Irrigation Totals

Total Acres	Acre Limit
57.00	

Conditions

Code Conditions

- X35 Rights 13-62 and 13-7792 when combined shall not exceed the irrigation of 57 acres.
- R43 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(s).
- R05 Use of water under this right will 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. 13A.

Dates	Other Information
Licensed Date :	State or Federal :
Decreed Date : 5/21/1981	Water District Number : 13A
Permit Proof Due Date :	Generic Max Rate Per Acre : 0.02
Permit Proof Made Date :	Generic Max Volume Per Acre : 3.5
Permit Approved Date :	Combined Acre Limit : 57.00
Permit Moratorium Expiration Date :	Combined Volume Limit: 218.00
Enlargment Use Priority Date :	Combined Rate Limit:
Enlargement Statute Priority Date :	Civil Case Number :
Application Recevied Date:	Decree Plaintiff :
Protest Deadline Date:	Decree Defendant :
	Swan Falls Trust or Nontrust :
	Swan Falls Dismissed :
	DLE Act Number :
	Cary Act Number :
	Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

10/21/2024

Attachment #3. Documentation of Authority to Make the Change

Agreement for Purchase and Sale of A Water Right with Attachments
13 pages including this cover sheet

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 ____ day of May, 2024 (the "Effective Date"), by and between **Samuel Nash Hull**, whose address is 2066 Touraine Ln, Half Moon Bay, CA (hereinafter "Seller"), and **Greg Golightly**, whose address is 2378 S. 1600 E., Preston, ID 83263 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

- A. Seller owns a portion of Water Right No. 13-311 (the "Water Right"), which was decreed for irrigation purposes with a priority date of February 4, 1893. The Water Right is more fully described in the report 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, a 67-acre portion of the Water Right. Buyer has agreed to purchase 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 Water Right.

Source:	Spring Creek
Purpose:	Irrigation
Priority:	February 4, 1893
Quantity (Diversion Rate):	1.34 cfs
Quantity (Volume):	235 acre-feet per annum for irrigation
Quantity (Volume):	7.9 acre-feet per annum for stockwater
Quantity (Volume):	242.9 TOTAL acre-feet per annum
Place of Use (Acreage):	67 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 all portions of 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. Purchase Price. The purchase price for the Purchased Water Right is [REDACTED] Do [REDACTED] (the "Purchase Price").
4. Earnest Money Deposit. Within 7 days of the Buyer filing with the IDWR an *Application for Transfer of Water Right* as described in paragraph 5 of this agreement, Buyer shall deliver to Seller earnest money in the amount of 10% of the Purchase Price [REDACTED] (the "Earnest Money"). 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. 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 with the IDWR, including filing fees associated with preparation of 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) 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 33 acres, 0.66 cfs and 115.9 acre-feet per annum, 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.
 - (b) 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.
7. Closing.
 - (a) Closing Date. If (1) no protest to the Transfer is filed with IDWR or; (2) Buyer

does not exercise the contingency set forth in paragraph 6(a) of this Agreement; then the Closing on the Purchased Water Right shall occur within 30 days after the date all of the above items are satisfied. If a protest or other objection to the Transfer is filed with IDWR and Buyer does not exercise the contingency set forth in paragraph 6(b) of this Agreement, the Closing shall occur with 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 a location mutually agreed by the Parties.
 - (c) Documents to be Delivered at Closing.
 - (1) At Closing, Buyer shall deliver the Purchase Price less the Earnest Money.
 - (2) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** for the Purchased Water Right, and any lien release or other documents reasonably requested to confirm the conveyance of the Purchased Water Right free and clear of encumbrances.
 - (d) Fees and Costs of Closing. The cost of recording the Deed after Closing shall be 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 not 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.
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. Miscellaneous.
- (a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages because of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

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

<u>Seller</u> Samuel Nash Hull	<u>Buyer</u> Greg Golightly
<u>Seller's Representative</u>	<u>Buyer's Representative</u>

- (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) Broker.

- (1) Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.

- (2) Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) 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.
- (i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (j) 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.
- (k) 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”



Samuel Nash Hull

“BUYER”



Greg Golightly

This agreement template was provided from Rob Harris of Holden, Kidwell, Hahn & Crapo, PLLC.

Exhibit 1: The "Water Right"

Close

Water Right Report : 13-311(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HULL, SAMUEL NASH	5420 NW 15TH CIR	CAMAS	WA	98607-9465
Original Owner	HULL, HAROLD M	RT 1	PRESTON	ID	83263
Original Owner	HULL, ROBERT M	RT 1	PRESTON	ID	83263
Original Owner	HULL, GILBERT	1308 CANYON RD	LOGAN	UT	84321

Water Right Status

Priority Date : 2/4/1893
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
SPRING CREEK		CUB RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
SPRING CREEK	15S	39E	36	0				SE NE FRANKLIN	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	1.34 CFS	235.00 AFA
STOCKWATER	11/01	4/01	0.15 CFS	7.90 AFA
TOTAL			1.34 CFS	242.90 CFS

Places of Use

Print View Paged View

Place of Use Legal Description : IRRIGATION (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
15S	39E	36			SW	SE	6
15S	39E	36			SE	SE	22
15S	40E	31	4		SW	SW	7
16S	39E	1	1		NE	NE	26
16S	39E	1	2		NW	NE	6

Irrigation Totals

Total Acres Acre Limit
67.00

Dates

Licensed Date :
Decreed Date : 5/21/1981
Permit Proof Due Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0

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:

Generic Max Volume Per Acre : 0
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

1/10/2023

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Exhibit 2 **Map of 67 Acres—the “Purchased Water Right”**

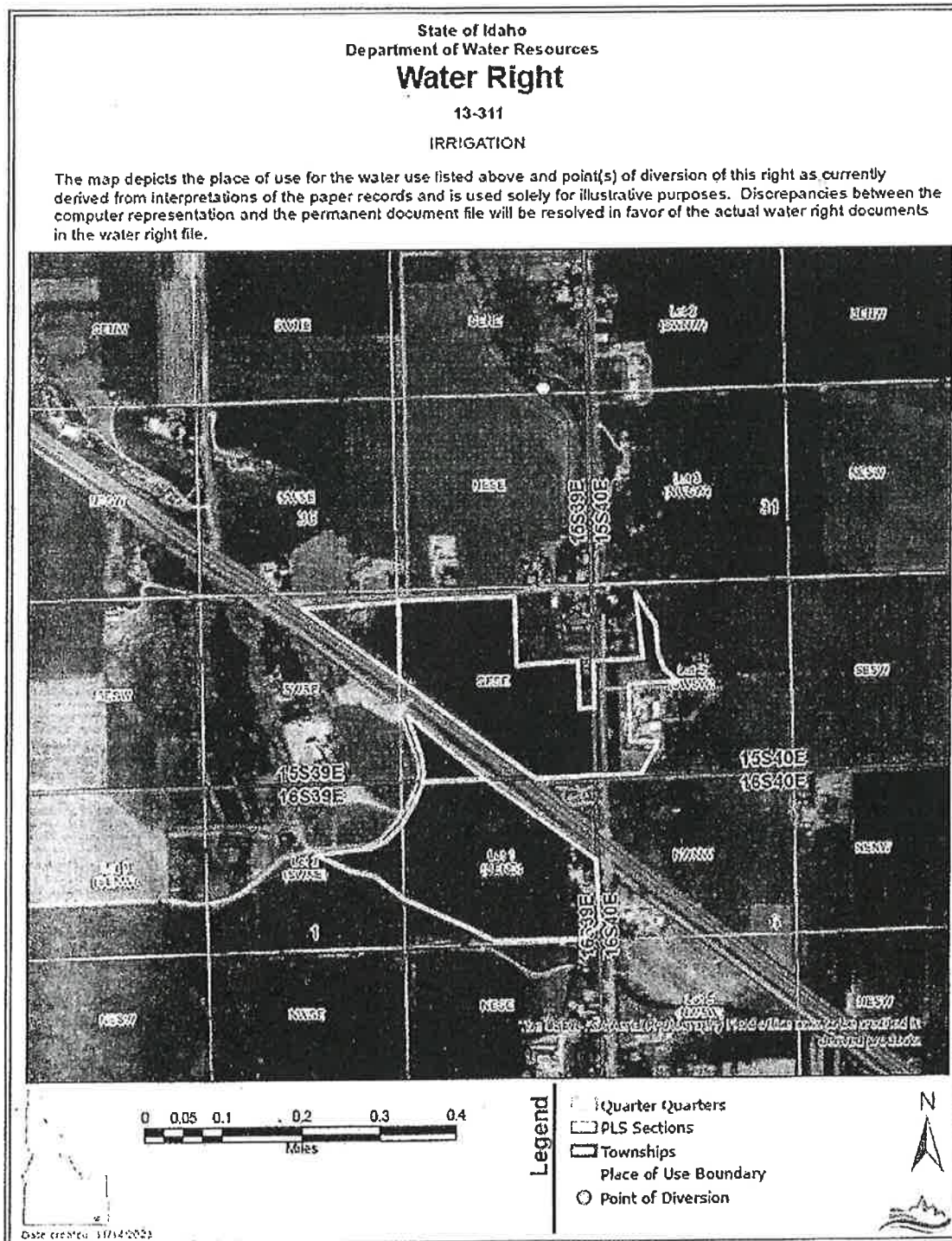


**Exhibit 3
Form of the Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Samuel Nash Hull, whose address is 2066 Touraine Ln, Half Moon Bay, CA (hereinafter "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Greg Golightly**, whose address is _____ (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_____.

"GRANTOR"

Samuel Nash Hull

STATE OF IDAHO)
)ss.
County of _____)

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Samuel Nash Hull, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

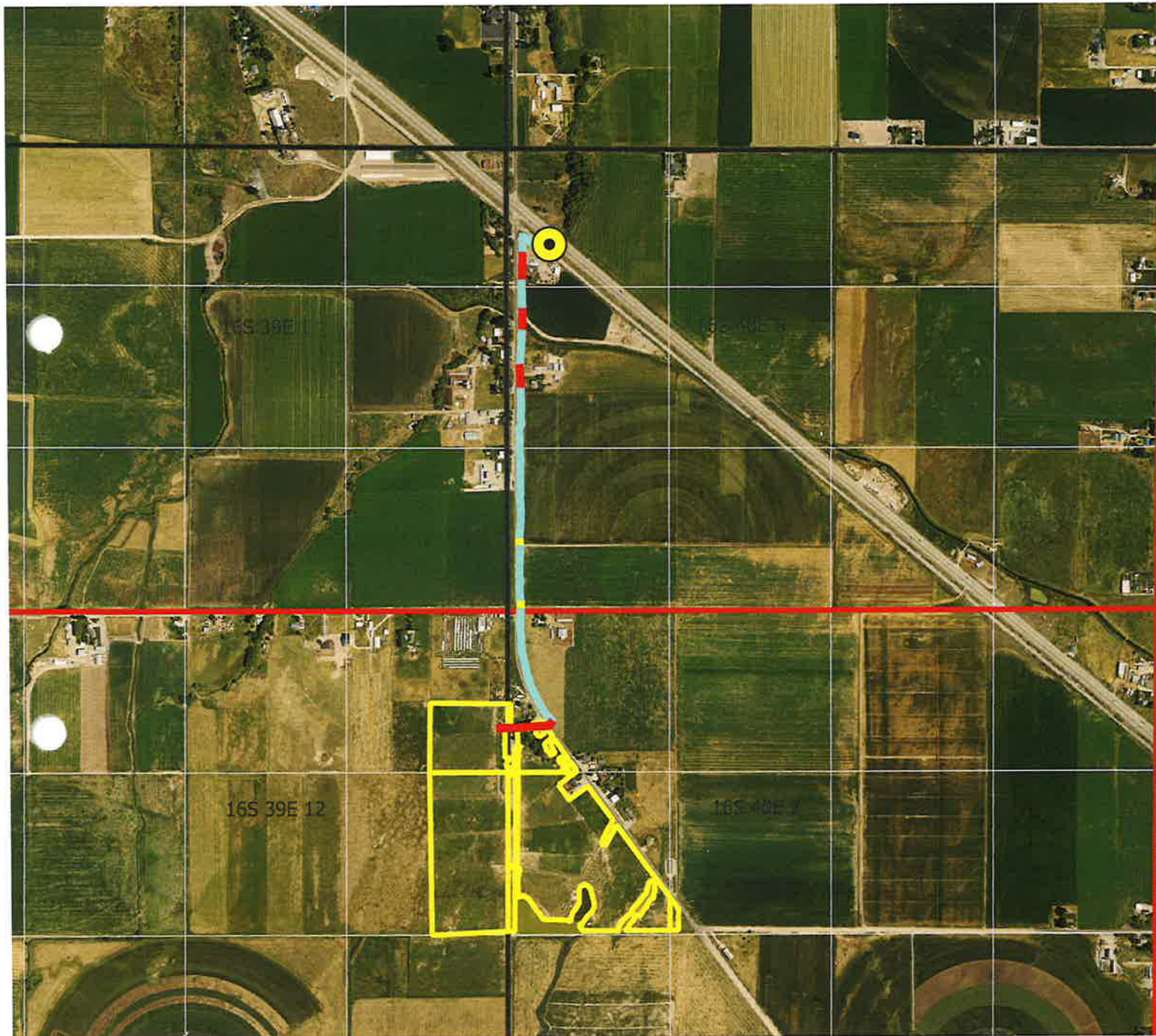
(seal)

Notary Public for _____
Residing at: _____
Commission Expires: _____

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

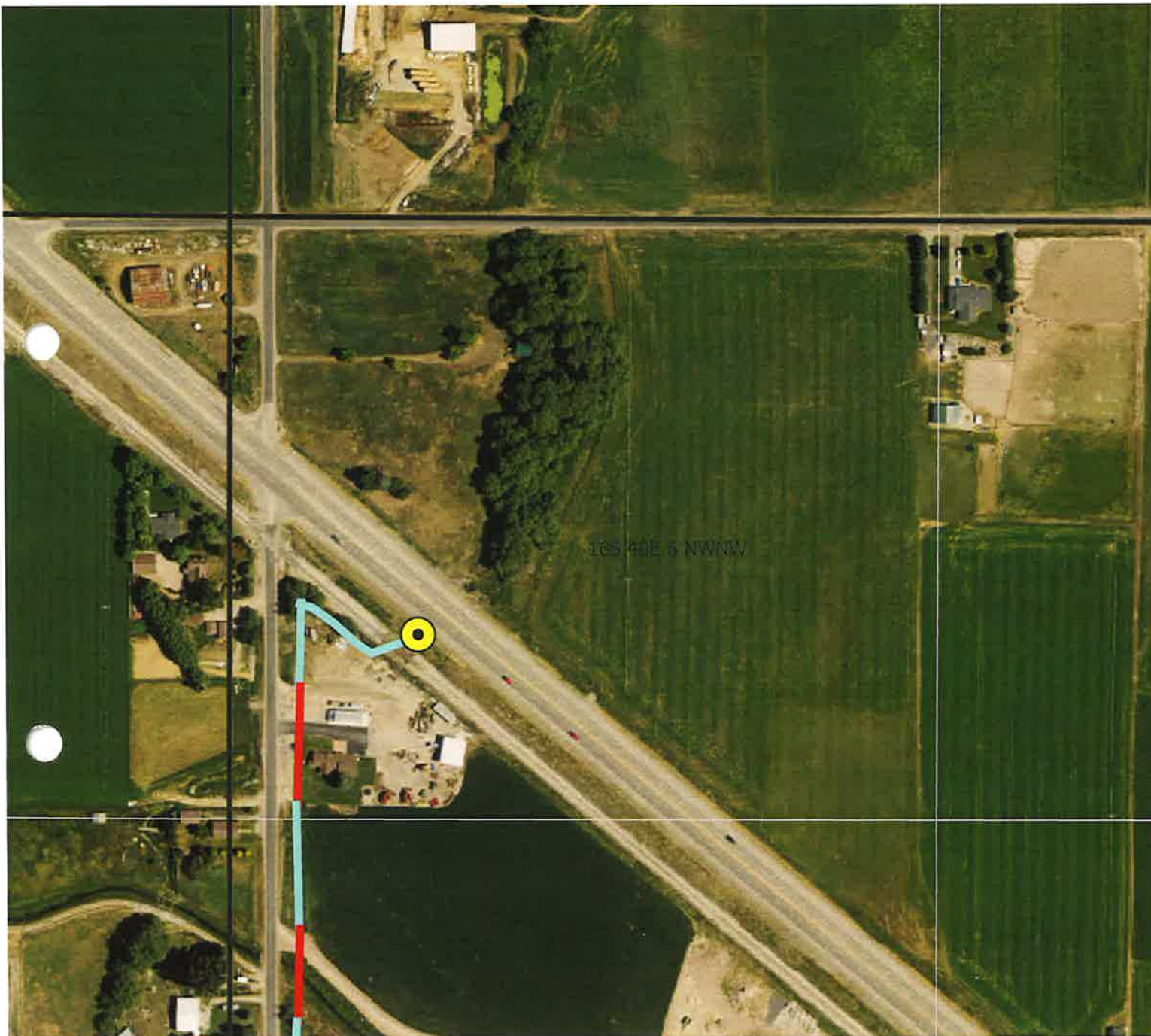


Attachment #7a
Map 1



- Delivery System
- Ditch
 - Pipe
 - Pipe Approx
 - Proposed POU
 - Proposed POD

39484



Attachment #7a
Map 2

Delivery System

 Ditch

 Pipe

 Pipe Approx

 Proposed POD

9484



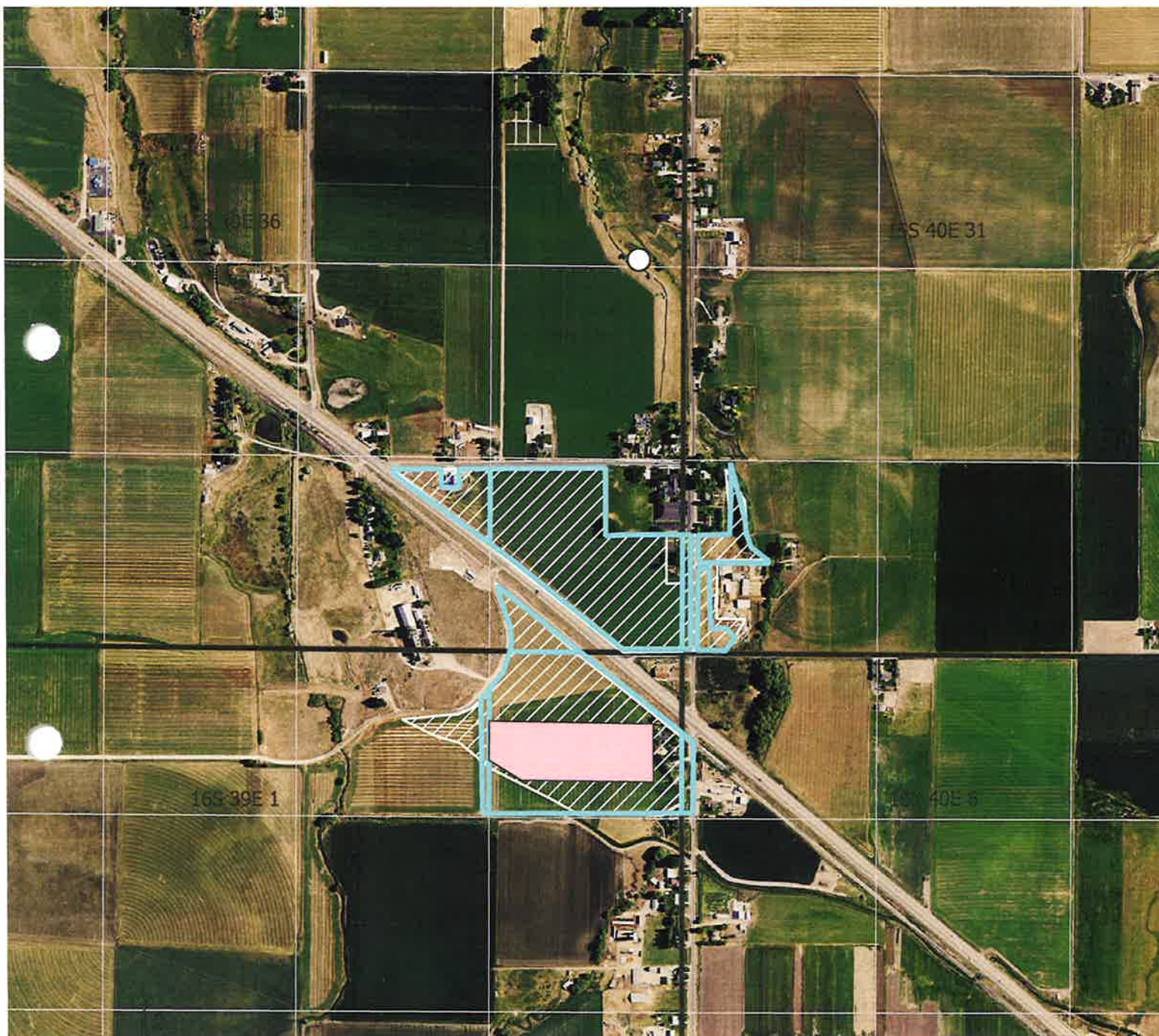
Attachment #7a
Map 3

- Proposed POU
- tr
- section
- qq

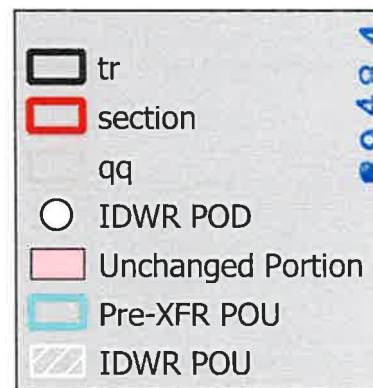
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Attachment #7b Map 1



89484



16S 39E 1
Lot 1
(SENE)



Attachment #7b
Map 1 *MAP 2*

	tr
	section
	qq
	Unchanged Portion
	Pre-XFR POU
	IDWR POU

89484

Attachment #8b. Supplemental Use Analysis

The proposed POU is on the same system as the pre-transfer POU and right will have nearly the same priority standing relative to its overlapping right as at the pre-transfer POU.

At the pre-transfer POU, right 13-311 was supplemental to rights of Cub River Irrigation. The right has an 1893 priority date. Per Table 1, this is junior to all the senior irrigation rights of the Cub River Irrigation and senior to a large block of Cub River Irrigation's junior rights. Cub River holds additional junior municipal rights that do not apply to this analysis.

Table 1. Irrigation Rights of Cub River Irrigation						
Basin	Sequence	Suffix	Priority Date	Div. Rate (cfs)	Source	Water Use
13	26	B	04/01/1880	38.36	CUB RIVER	IRRIGATION
13	222		04/01/1872	15	WORM CREEK	IRRIGATION
13	2066		12/11/1914	100	BEAR RIVER	DOMESTIC, IRRIGATION
13	7279		5/3/1980	25	BEAR RIVER	IRRIGATION

At the proposed POU, part of the POU of right 13-311 will be supplemental to rights of Cub River Irrigation, and will have the same priority status as pre-transfer. Per the map included in Attachment 1A3, part of the POU of 13-311 will be supplemental to private rights of applicant E&M Trust. Table 2 shows that the 1893 priority of 13-311 is similarly within the range of overlapping priorities. Water-right printouts for E&M Trust rights are included as part of Attachment #2b.

Table 2. Overlapping Rights of E&M Trust						
Basin	Sequence	Suffix	Priority Date	Div. Rate (cfs)	Source	Water Use
13	217		4/1/1872	0.43	UNNAMED STREAMS	IRRIGATION
13	62		5/15/1902	0.2	SPRING CREEK	IRRIGATION
13	7792		8/13/1903	0.9	SPRING CRFEK	IRRIGATION

Table 3 illustrates that the proposed change will result in a similar relative-priority position with respect to the E&M rights as to the Cub River Irrigation rights. While E&M trust does have a slightly smaller fraction of rights senior to 13-311, the rights that it has junior to 13-311 are only slightly junior, while Cub River Irrigation's junior rights are very, very junior. Hence, the proposed transfer should not improve the relative enjoyment of the right in a priority context and therefore will not work an enlargement.

Table 3. Relative Priority Positions

Relative Position	Cub River CFS	Cub River % of Total	E&M Trust CFS	E&M Trust % of Total
Senior to 13-311	57.8	32%	0.43	28%
Junior to 13-311	125	68%	1.1	72%

Part 1A.3 Narrative: Purpose of Transfer & Explanations

1. The purpose of the transfer is to move supplemental right 13-311 from one property to another, with similar overlap conditions and with the new POD on the same stream system and under the same watermaster jurisdiction as the pre-transfer use. Pre-review by IDWR has indicated that moving the POD will not affect availability of water for any other user.
2. Part of 13-311 is being purchased by Greg Golightly, one of the applicants, with a purchase agreement contingent upon the proposed transfer and the number of acres actually transferred.
3. The proposed new use illustrated in Attachment #7a will be supplemental to rights whose POU needs some adjustment, which is expected to occur via the Bear River Basin Adjudication. The proposed intent is to make the transferred portion of 13-311 100% overlapping to the POU of the three overlapping E&M Trust rights 13-62, 13-217 and 13-7792. The ownership change and a POU adjustment needed for those rights will be done within the Bear River Basin Adjudication and not within this transfer application.
4. The intent of the transfer is to apply 57 acres of 13-311 to overlap the three existing rights as well as part of the Cub River Irrigation system. IDWR lists the authorized irrigation for the three rights as 57 acres, though its polygon is somewhat smaller than 57 acres. The polygon drawn for Attachment #7a is 57 acres to the nearest acre, but the process of rounding to 1/10 acre for some quarter-quarter sections and to the whole acre for others required adjusting acreages in Part 1B.4 so that the sum would be correct at 57 acres. Figure 1 at the end of this narrative shows the locations of the overlaps.
5. After the transfer, the transferred portion of 13-311 will be diverted from an existing POD for 13-62, 13-217 and 13-7792 and conveyed to the POU via an existing ditch system. Existing water-control and measurement provisions under jurisdiction of the watermaster are not proposed to be changed.
6. Mapping of the POD on the Attachment #7a of the transfer application is at the actual location, which is in the same quarter-quarter but somewhat different from the current IDWR representation. The actual POD will not change.
7. Right 13-311 was conveyed to the seller of the water right separately from land. The seller and the transfer applicants accept IDWR's representation of the seller's ownership in good faith, per a 2016 Notice of Change of Ownership. This has the following implications:

- a. Because the change of ownership severed 13-311 from the land, Part 1B.5.c does not apply.
 - b. The seller and the transfer applicants acknowledge the possibility of competing claims in the Bear River Basin Adjudication. The intent is to transfer whatever part of 13-311 is recommended in the Bear River Basin Adjudication as transferable, on a Permissible Place of Use basis within the proposed POU mapped in Attachment #7a.
8. Attachment #7b shows the legacy IDWR representation of the pre-transfer POU, the actual pre-transfer configuration, and the proposed unchanged portion after the transfer. Minor differences between the two POU representations are associated with landscape irrigation and corrals that are or not represented as irrigated in the two data sets. A major difference is associated with a land trade that occurred on the southwest of the property to square up two adjoining properties after the canal that formerly separated them was placed in an underground pipeline.
9. The proposed 10-acre unchanged portion lies within both the IDWR and actual pre-transfer POUs and is contained within a Government Lot 1 of 16S 39E Section 1. Attachment #7b shows this Lot as informally identified as the SENE quarter-quarter per the current Public Land Survey GIS data obtained from IDWR.
10. The Part 2B.2 description of the portion to be changed is based on the IDWR tabulation and not on the actual pre-transfer configuration. In Part 2B.2, Lot 1 of 16S 39E Section 1 is informally represented as the NENE quarter-quarter per the current IDWR water-right printout tabulation.



Part 1A.3
Figure 1

16S 39E 12
NENE

16S 39E 12
SENE

16S 40E 7
11
(NW/4)

16S 40E 7
12
(SW/4)

16S 40E 7
13
(SE/4)

-  tr
-  section
-  qq
-  Cub River Irr
-  E&M Trust POUs
-  Proposed POU

89484

0

Angela Jensen
Attorney at Law
150 S. Arthur Ave. Suite 201
Pocatello, Idaho 83204
Telephone: (208) 241-7241
angela@angela-jensen-law-office.com
Bar No. 4609

Attorney for Petitioners

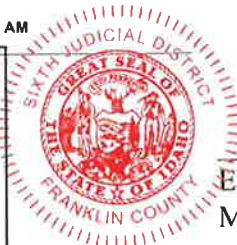
IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF FRANKLIN

IN THE MATTER OF:	)	
	)	Case No. CV21-24-0069
	)	
ELDON C. GOLIGHTLY,	)	LETTERS OF GUARDIANSHIP AND
	)	CONSERVATORSHIP
An Incapacitated Person.	)	
_____	)	

KARLA G. JENSEN and NANCY BECKSTEAD are hereby duly appointed and qualified as Guardians and Conservators of the person and estate of ELDON C. GOLIGHTLY, with all authority pertaining thereto.

These Letters are issued to evidence the appointment, qualification and authority of KARLA G. JENSEN and NANCY BECKSTEAD as Guardians and Conservators. The Guardians and Conservators are NOT authorized to act/sign singularly and independently of each other on behalf of ELDON C. GOLIGHTLY.

DATED 5/1/2024 9:09:18 AM	
STATE OF IDAHO } ss	
COUNTY OF FRANKLIN }	
I HEREBY CERTIFY that the above and foregoing is a full and correct copy of the original thereof, office.	
DATED 5/1/2024	
Camille Larsen	
Camille Larsen, Clerk of the District Court	
By	<i>Crystal DeLong</i> Deputy



Eric S. Hunn
ERIC S. HUNN
MAGISTRATE JUDGE



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

December 31, 2024

E & M TRUST
2378 S 1600 E
PRESTON, ID 83263

GREG GOLIGHTLY
2378 S 1600 E
PRESTON, ID 83263

RE: Transfer No. 89484
Water Right No(s). 13-9542

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 PRESTON CITIZEN on 1/8/2025 and 1/15/2025. 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: Tuesday, December 31, 2024 2:07 PM
To: legals@prestoncitizen.com
Subject: Legal Notice for Preston Citizen
Attachments: 13-9516, 13-9518, 89484 Preston Citizen.docx

LEGAL NOTICE DEPARTMENT
PRESTON CITIZEN
PO BOX 472
PRESTON, ID 83263

RE: Application for Permit No. 13-9516, 13-9518, 89484

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 1/27/2025. 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

The following application(s) have been filed to appropriate the public waters of the State of Idaho:
13-9516

JIMMIE D & ANNABETH OLSON, 4724 E STATION CREEK RD, PRESTON, ID 83263-5227

Point of Diversion NENENE S34 T14S R40E FRANKLIN County

Source SPRING Tributary STATION CREEK

Use: STOCKWATER

01/01 to 12/31

0.02 CFS

Total Diversion:

0.02 CFS

Date Filed: 11-14-2024

Place Of Use: STOCKWATER

T14S R40E S34

NENE

13-9518

JEFFREY WAYNE SMART, 5825 N WESTSIDE HWY, CLIFTON, ID 83228

Point of Diversion NESW S16 T14S R38E FRANKLIN County

Source SPRING Tributary SINKS

Point of Diversion NESW S16 T14S R38E FRANKLIN County

Source GROUND WATER Tributary

Use: DOMESTIC

01/01 to 12/31

0.04 CFS

Total Diversion:

0.04 CFS

Date Filed: 10-24-2024

Place Of Use: DOMESTIC

T14S R38E S16

NESW

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Eastern office at (208)525-7161; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. 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 1/27/2025. The protestant must also send a copy of the protest to the applicant.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 89484

E & M TRUST and GREG GOLIGHTLY, 2378 S 1600 E, PRESTON, ID 83263 has filed Application No. 89484 for changes to the following water rights within FRANKLIN County(s): Right No(s). 13-9542; 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 NWNW Sec 6 T16S R40E for 1.14 cfs from Spring Creek. Proposed place of use is in NENE and SENE Sec 12 T16S R39E, and Lot 1 (NWNW), Lot 2 (SWNW), and SENW Sec 7 T16S R40E for 57 acres and stockwater.

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 1/27/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 1/8/2025 and 1/15/2025