

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 24 2025

DEPT. OF WATER RESOURCES  
EASTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1

Name of Applicant(s) William N. Drury, IV Phone (208)717-5764  
Mailing address 5575 W 2000 N, Malad, ID 83252 Email fly1today@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)220-8053  
Mailing address 12049 S. 300 E., Malad, ID 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

William N. Drury, IV  
Print Name and Title if applicable

1/23/2025  
Date

[Signature]  
Signature of Applicant or Authorized Representative

Tracy L Drury  
Print Name and Title if applicable

1/23/2025  
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 § 42-221.0.8?](#)  
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.**

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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
All or Part	<input checked="" type="checkbox"/>	15-7037	0.04/10.5	Irrigation	04/01 to 10/31	Ground Water
	<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	

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FEB 07 2025

DEPT. OF WATER RESOURCES  
EASTERN REGION

Total authorized under rights 0.04 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.04 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 #
Y			SW	SE	10	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	10															3	3	
<b>Total Acres (for irrigation use)</b>																		<b>3</b>	

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1 Continued

DEPT. OF WATER RESOURCES  
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:  
Measuring device to be installed after approval.

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b. Who owns the property at the point(s) of diversion? Applicant  
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:

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:  
The land now irrigated will be dry 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:  
There is an existing water right at the proposed point of diversion (15-7260) for domestic and stock water.

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:





**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2A**

**Current Water Right No.: 15-7037**

Current Owner: PATTY ANN CARTER  
ADAM MARRIOT CARTER

Priority Date: 3/28/1977

Origin: Water Right

Status: Active

Basis: License

**Source**

**Tributary**

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	2.13 CFS	529 AF
	<u>Total Diversion</u>	2.13 CFS	529 AF

**Location of Point(s) of Diversion**

GROUND WATER SE1/4NE1/4 Sec. 27, Twp 16S, Rge 36E B.M.  
ONEIDA County

**Place of Use**

**IRRIGATION Within ONEIDA County**

T16S R36E S27	NENE	34.00	T16S R36E S27	NWNE	39.00
T16S R36E S27	SWNE	40.00	T16S R36E S27	SENE	38.00

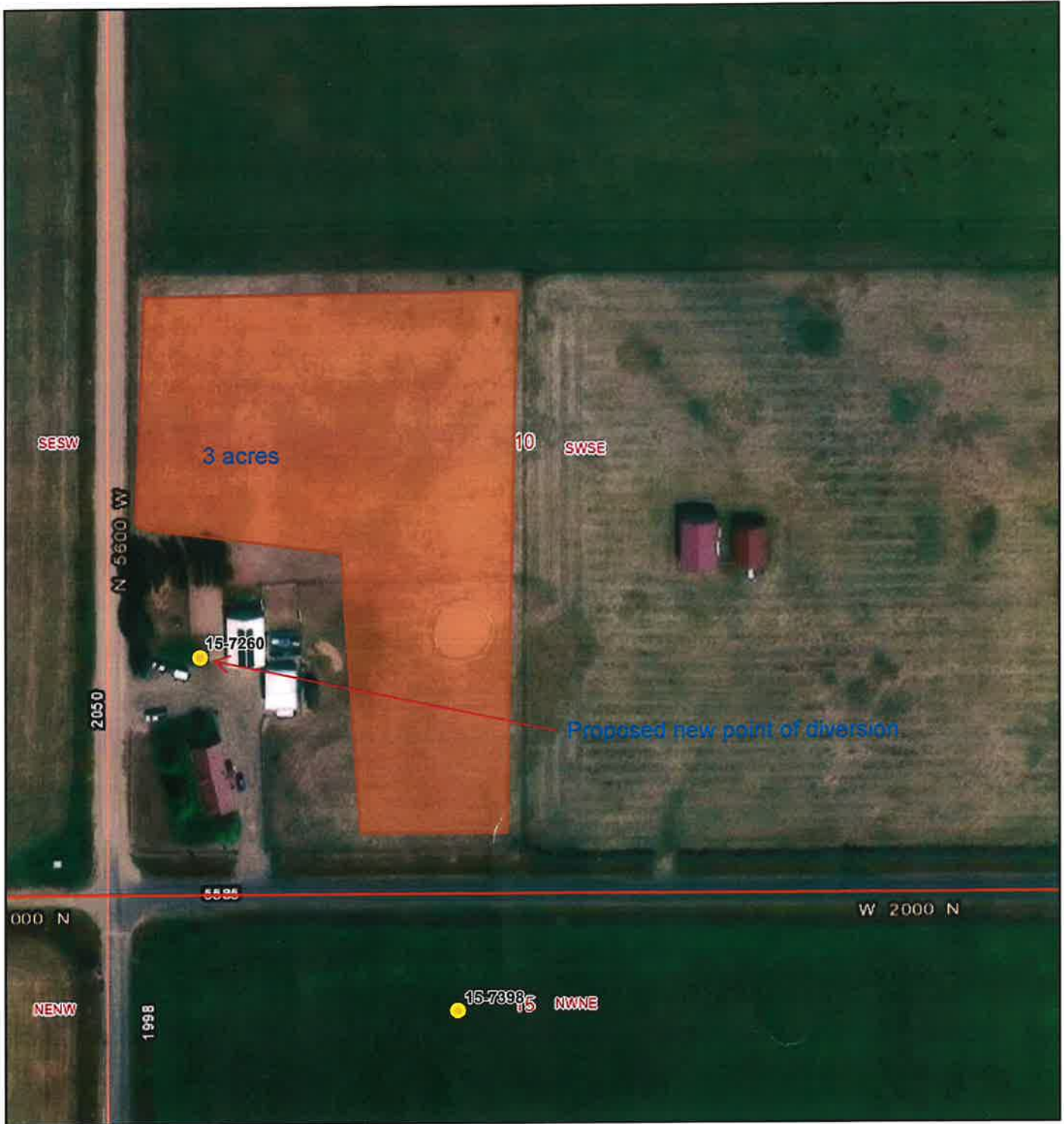
Total Acres: 151

**Conditions of Approval:**

1. Use of this right is combined with 25 shares from Samaria Lake Irrigating Co.
2. 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.

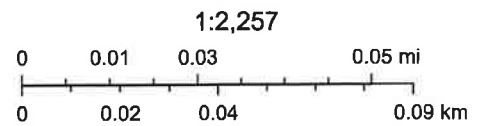
Licensed Date: 11/7/2014

Attachment # 7a § #15  
Water Rights



1/22/2025, 8:20:57 AM

- POD - Water Rights
- Quarter Quarters
- PLS Sections
- Townships



Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC



**Legend**

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

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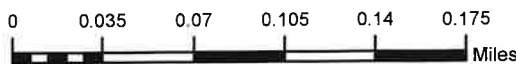
FEB 06 2025

AMENDED

DEPT. OF WATER RESOURCES  
EASTERN REGION

**WR 15-7037**

2023 Imagery



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IDAHO DEPARTMENT OF  
**WATER RESOURCES**  
JNEBEKER\_IDWR

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. York* member of Samaria Lake Irrigation 10/30/24  
*Dad R. Mills* Board member Sam Lake Damington  
Co.  
10/30/24

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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.

Table with 6 columns: Water Right/Claim No., Split?, Leased to Water Supply Bank?, Water Right/Claim No., Split?, Leased to Water Supply Bank?. Row 1: 15-7037, Yes [checked], Yes [unchecked], [blank], Yes [unchecked], Yes [unchecked].

2. Previous Owner's Name: Adam Marriott Carter Patty Ann Carter

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): William N. Drury IV or Tracy L. Drury

New owner(s) as listed on the conveyance document Name connector [ ] and [checked] or

5755 W 2000 N Mailing address (208)717-5764 Telephone Malad ID 83252 City State Zip fly1today@gmail.com 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 [checked]
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).
[checked] 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] Title, if applicable \_\_\_\_\_ Date 1/23/2025
Signature of new owner/claimant
Print name William N Drury IV
Signature: [Signature] Title, if applicable \_\_\_\_\_ Date 1/23/2025
Signature of new owner/claimant
Print name Tracy L Drury

For IDWR Office Use Only:

Received by M. Pether Date 1-24-25 Receipt No. E050593 Receipt Amt. 600.00
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 \_\_\_\_\_

89572

Attachment #26

NTO-66739  
William N. Drury IV  
819 Beverly Drive  
Somerdale, NJ 08083

Microfilm No. **150733**  
28 Day January 20 14  
At 2:30 O'clock P.M.  
Lola Bott  
Oneida Co. Recorder  
Fee \$ 10.00 Deputy  
Recorded at Request of  
Northern Title Co

### WARRANTY DEED

**Kathleen Kerstetter, a married person,**

Grantor(s) of Island Park, County of Fremont, State of ID hereby **CONVEY AND WARRANT** to


**William N. Drury, IV and Tracy L. Drury, Husband and Wife**

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

Lot 1 of the Sandridge Ranches Subdivision recorded July 15, 1997 under instrument number 124640, located in Section 10 Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho.

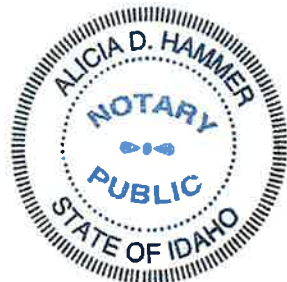
Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), and dated this January 23, 2014.

  
\_\_\_\_\_  
**Kathleen Kerstetter**

State of: IDAHO )  
County of: FREMONT )ss:

On this 23 day of January, in the year of 2014, before me the undersigned, a Notary Public, personally appeared **Kathleen Kerstetter**, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



  
\_\_\_\_\_  
Notary Public:  
Residing: Island Park  
My commission expires on: 12/30/2016

# US★TITLE

INSURANCE AGENCY

## ESCROW AGREEMENT Sale - Water Rights

File No.: 074432 (Accommodation Escrow)

This Escrow Agreement is made and entered into the 23rd day of January, 2025, by and between William N. Drury IV and Tracy L. Drury ("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")
- .04 CFS; 10.5 AFA; 3 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 \$600 to cover the water transfer fees to the state and an \$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 Thirty Six Thousand Six Hundred and Eighty Dollars and No/100 dollars (\$36,680) (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 April 1, 2025, 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 William N. Drury IV and Tracy L. Drury ("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:

- (a) 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.


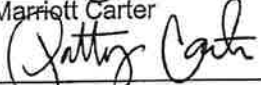
In the event of such a disagreement or presentation of adverse claims or demands as described above, US Title, at its sole option and discretion, may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated, may deposit with the court all documents and 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.

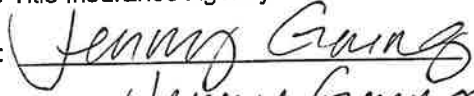
Note: Parties are aware that no title insurance is issued on said water rights and escrow is being provided as a courtesy only.

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

  
\_\_\_\_\_  
William N. Drury IV  
  
\_\_\_\_\_  
Tracy L. Drury

  
\_\_\_\_\_  
Adam Marriott Carter  
  
\_\_\_\_\_  
Patty Ann Carter

US Title Insurance Agency

By:   
Print Name: Jenny Granger  
Title: Escrow Officer

# Idaho Department of Water Resources Receipt

Receipt ID: E050593

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Payment Amount      \$600.00                      Date Received      1/24/2025                      Region      EASTERN

Payment Type      Check                      Check Number      2113

Payer      ADAM AND PATTY CARTER-RANCH ACCOUNT

Comments      Application for Transfer of Water Right  
William N Drury, IV  
15-7037  
Adam Carter  
Notice of Change in Water Right Ownership  
Adam Marriott Carter, Patty Ann Carter  
William N Drury IV or Tracy L Drury  
15-7037

**Fee Details**

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$500.00	TRANSFERS	63105	0229	21		1155
\$100.00	OWNERSHIP CHANGES/SECURITY INTERESTS	63140	0229	21		1155

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Signature Line (Department Representative)

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PART 1 Continued

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1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part <input type="checkbox"/> <input checked="" type="checkbox"/>	15-7037	.04/10.5	Irrigation	4/1 to 10/1	ground water
<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	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

SUPERCEDED

Total authorized under rights .04 cfs and/or \_\_\_\_\_ acre-feet.

2. Total amount of water proposed to be transferred or changed .04 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 #
yes	1		SW	SE	10	14	35E	Oneida	Well	

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	
14	35E	10															3	3	
<b>Total Acres (for irrigation use)</b>																	<b>3</b>		

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:  
Measuring device to be installed after approval

**SUPERCEDED**

b. Who owns the property at the point(s) of diversion? William N. Drury IV and <sup>Tracy</sup> ~~Tray~~ L. Drury  
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:

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The land now irrigated will be dry 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:  
There is an existing water right at the propose point of diversion (15-7260) for domestic and stock water

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:





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](mailto:easterninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

**Governor Brad Little**

**Director Mathew Weaver**

February 13, 2025

WILLIAM N DRURY IV  
5575 W 2000 N  
MALAD CITY, ID 83252

RE: Transfer No. 89572  
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 2/20/2025 and 2/27/2025. 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:  
ADAM MARRIOT CARTER  
12049 S 300 E  
MALAD CITY, ID 83252-6657

## Henman, Christina

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**From:** Henman, Christina  
**Sent:** Thursday, February 13, 2025 9:30 AM  
**To:** sherrie.w@thecityjournals.com  
**Subject:** Legal Notice for Idaho Enterprise  
**Attachments:** 89572 Idaho Enterprise.docx

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

RE: Transfer No. 89572  
Water Right No(s). 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 3/10/2025. Your cooperation is appreciated.

Thank You,



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

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT  
TRANSFER NO. 89572**

WILLIAM N DRURY IV, 5575 W 2000 N, MALAD CITY, ID 83252 has filed Application No. 89572 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 SWSE Sec 10 T14S R35E for 0.04 cfs from Ground Water. Proposed place of use is in SWSE Sec 10 T14S R35E for 3 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 3/10/2025. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 2/20/2025 and 2/27/2025