

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 07 2023

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Department of Water Resources
Eastern Region

Name of Applicant(s) Jared Simpson Phone 208-220-6161
Mailing address 4885 E HWY 36, Malad, ID 83252 Email sbarscattle@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 _____ Phone _____
Mailing address _____ Email _____

☐ 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

Jared Simpson Owner
Print Name and Title if applicable

3/7/2023
Date

[Signature]
Signature of Applicant or Authorized Representative

J. DANIELS
Print Name and Title if applicable

12-19-23
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**.
Move 40 acres of irrigation to another property.

SCANNED

APR 05 2023

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 ☐ ☒		15-7193	.61	Irrigation	04/01 to 10/31	Ground Water
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	
☐ ☐					to	

Total authorized under rights .61 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed .61 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			NW	SE	34	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	34														40			40
Total Acres (for irrigation use)																			40

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:

New well to mainline to pivot.

- b. Who owns the property at the point(s) of diversion? Parker Venable

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant and property owner have agreement in place to allow legal access.

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

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

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
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:
Going to dry up currently irrigated acres.

- 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:
None

- 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:

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 (WaterBalance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid 500.00 Date 3-7-23 Received by M. Petts Receipt # E048959

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)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/7/2023

Water Right 15-7193

Owner Type **Name and Address**
Current Owner S BAR S RANCH
4885 E HIGHWAY 36
MALAD CITY, ID 83252-6008
(208) 220-6161

Priority Date: 12/18/2000
Basis: License
Status: Active

Source **Tributary**
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	6.680 CFS	1,540.0 AF
	<u>Total Diversion</u>		6.680 CFS	1,540.0 AF

Source and Point(s) of Diversion:

GROUND WATER	NESE	Sec. 36, Twp 13S, Rge 35E, ONEIDA County
GROUND WATER	NENW	Sec. 36, Twp 13S, Rge 35E, ONEIDA County
GROUND WATER	NENW	Sec. 36, Twp 13S, Rge 35E, ONEIDA County

Place Of Use:

IRRIGATION within ONEIDA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	35E	36	40.0	40.0	40.0	40.0	40.0				40.0	40.0			40.0	40.0	40.0	40.0	440.0

POU Total Acres: 440.0

Conditions of Approval:

1. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
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 lands above.
3. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

Dates and Other Information:

Licensed Date: 10/9/2015
Water District Number: NWD

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/7/2023

Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 3.5
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

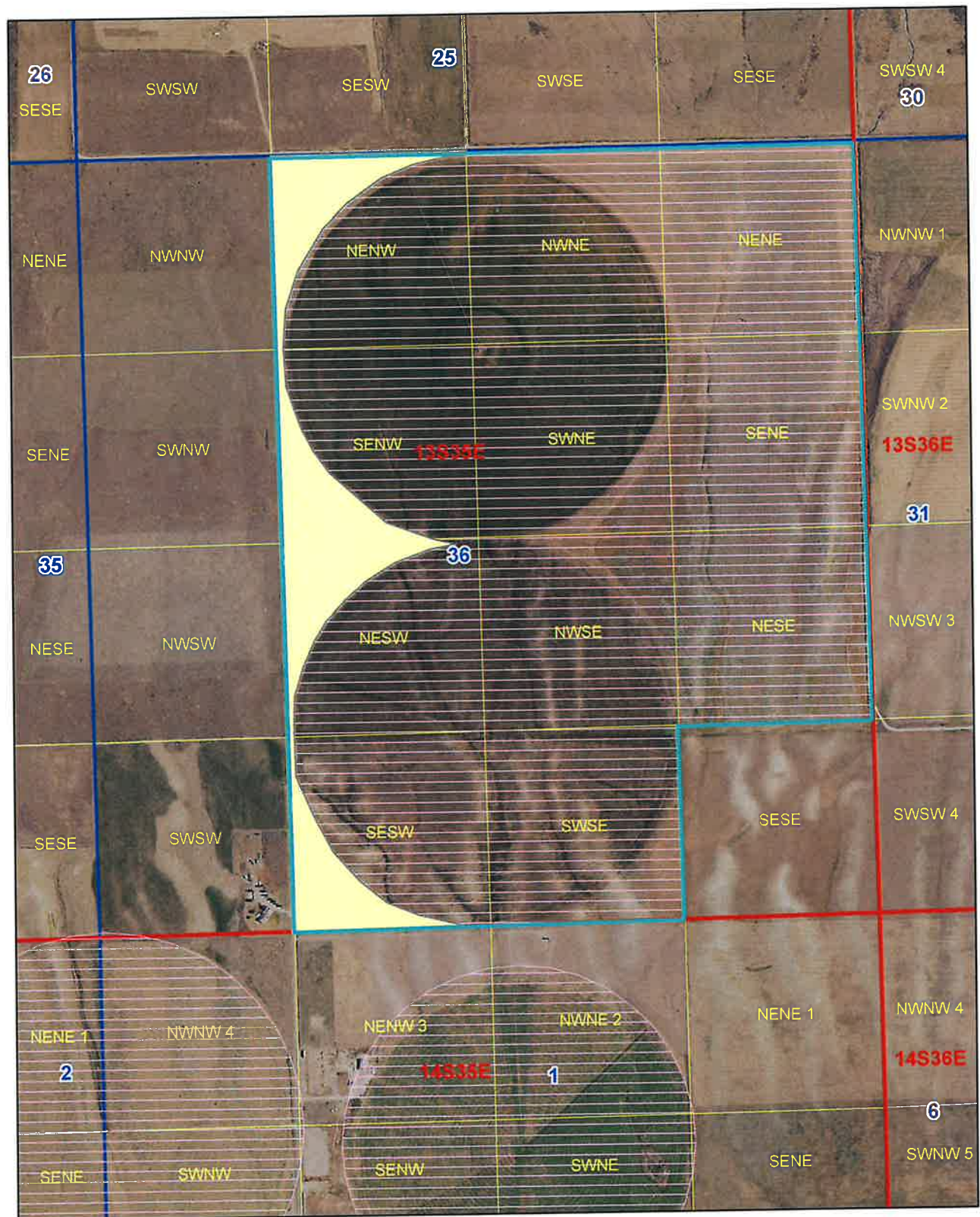
Proposed FOU and POD for S Bar S Ranch



Legend

-  New_POD
-  New_POU
-  Township/Range
-  Sections
-  QQ

Current POU for WR 15-7-193



Legend

- Acres_to_Dry_Up
- Township/Range
- Sections
- QQ

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTIONS, CONSULT AN ATTORNEY.

August 18, 2022
DANIELS HOLDING COMPANY LLC
(hereinafter called "BUYER")

Agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "PREMISES" located in Malad, County of Oneida, State of Idaho, commonly known as: Malad Farms

legally described as:

Parcel RP0229500 160 AC
RP0229860 280 AC

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER.

1. TOTAL PURCHASE PRICE IS One million seven hundred DOLLARS
(\$ 1,760,000) payable as follows: sixty thousand & no/100

A. Earnest Money

(a) Buyer hereby deposits and a receipt is hereby acknowledged of Five thousand Dollars
(\$ 5000) evidenced by: Cash ☒ Personal Check ☐ Cashiers Check
Note Due or _____ paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Northern title for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows (FUNDS DUE AT CLOSING) TERMS IF SELLER FINANCING):

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 8/18/2022. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

8. The parties agree that this agreement contains the following additional terms and conditions:

Seller to pay 1/2 power to Daniels Residence.
Via Rocky Mt Power Contact of 3 Phase power.
Seller has option to hook on for West Service.
400 AC of Water Rights are Included in sale.

9. The following items of property now on the premises are specifically EXCLUDED from the sale:

After new well is completed seller Retains one
well package.

9B. The following items of personal property are specifically INCLUDED in the sale:

One well package & all other Irrigation Equipment

10. Costs paid by: Costs, in addition to those listed below, may be incurred by Buyer and Seller unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. Seller agrees to pay a maximum of \$ _____ lender/appraiser inspection required costs if required.

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Closing Agent Fee (SH)					Fuel in Tank (P)				X
Title Insurance Owners Standard Policy (S)		X			Inspection Fees (S)				X
Title Ins Extended Lenders Policy (B)	X				Real Estate Commission (S)				X
Long Term Escrow Fee (SH)			X		Credit Report (B)	X			
Recording Fees (SP)					Loan Origination Fee (B)	X			
Prorated Taxes to closing (P)			X		Appraisal Fee (B)	X			
Courier Fees (SP)			X		Survey (SP)				X
Well & Septic Inspection (S)				X	Lender Inspection Fee (B)	X			
Septic Pumping (S)				X	Contract Prep (docs) (B)	X			
LID sidewalk Assessment (P)				X	Flood Cert Fee (B)				X
Deep Creek Irrigation Assessment (P)				X	Tax Service Fee (B)				X

*S = Seller B = Buyer SH = Share SP = Specific to document or transaction P = Prorated to closing date

*Designates how fees are typically allocated, actual designation of fees are the discretion of the buyer and seller. If the item listed does not apply to your transaction, check N/A.

Page 3 of 4

initials

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

4. The Seller shall, within a reasonable time after closing, furnish to the buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title company showing the condition of the title to said premises. The parties agree that **NORTHERN TITLE COMPANY** shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be **NORTHERN TITLE COMPANY**. Where not otherwise proved by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before November 1 2022.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

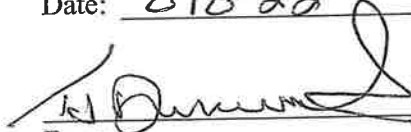
7. Seller shall deliver possession to Buyer on or before November 1 2022, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of 11 / 1 / 20 22 except as follows:

11. IMPORTANT: THE RESERVE OF THIS AGREEMENT CONTAINS
IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT.
Each of the parties acknowledges reading this agreement in full.

DANIELS HOLDING COMPANY

Buyer

Date: 8-18-22



Buyer

Date: _____

P.O. BOX 267

Buyer Address: MINNID, ID 83252

Buyer Phone: 208-569-6834

Cell Phone: _____

Buyer Address: (if different from above)

Buyer Phone: _____

Cell Phone: _____

On this date, August 18, 2022 I/We hereby approve and accept the
sale set forth in the above agreement and agree to carry out all terms thereof on the part of the
Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete
legal description of the premises inserted and signed by both parties.

S Bas S Ranch

Seller



Seller

4885 E. Hwy 36 Malad Idaho
83252

Seller's Address

Seller's Phone: 208 220 6161

Cell Phone: 208 220 6160

Seller Address: (if different from above)

Seller's Phone: _____

Cell Phone: _____

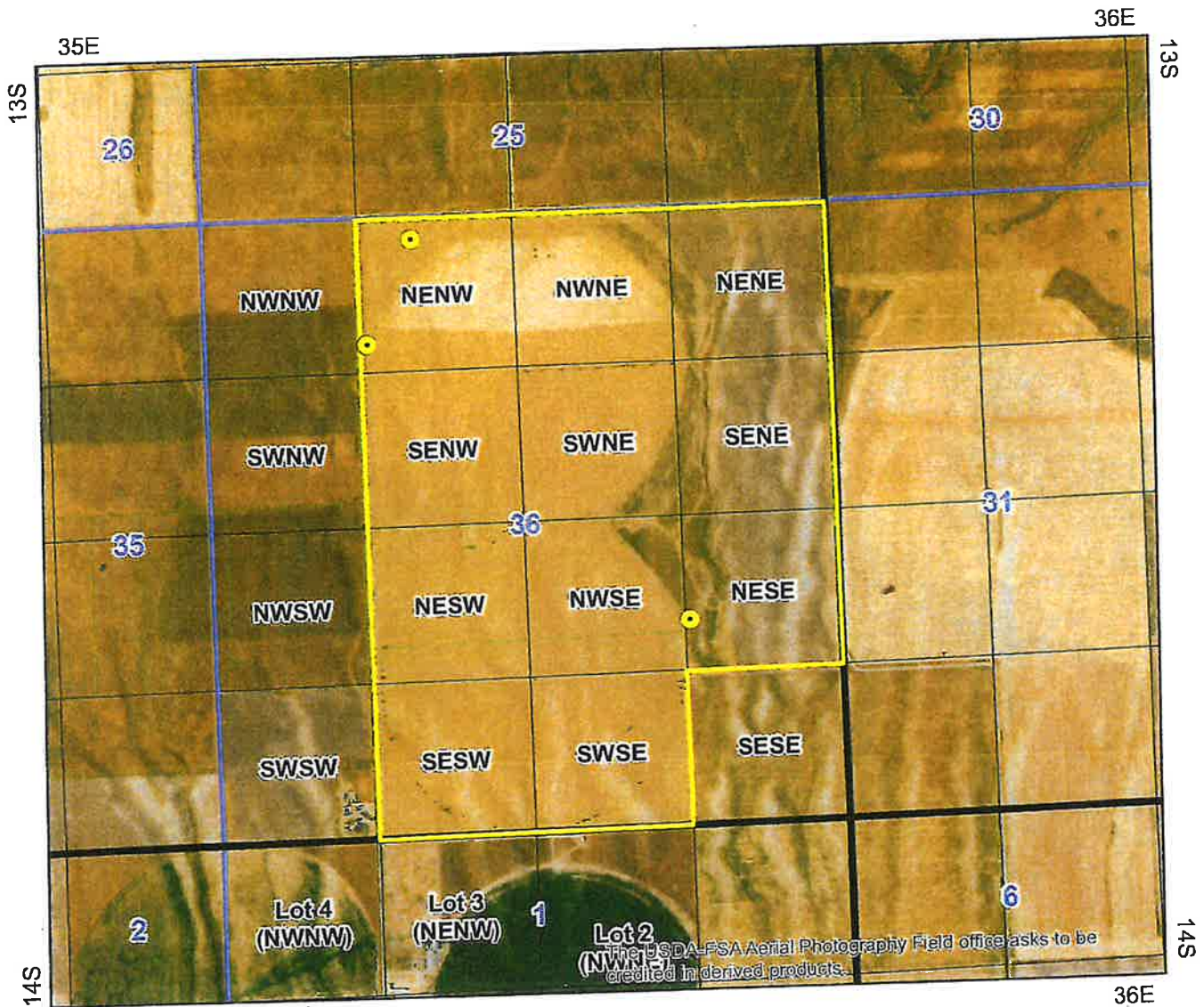
A true copy of the foregoing agreement signed by the Seller and containing the full and complete
legal description of the premises, is hereby received on this _____ day of _____,
20____.



Buyer:

Buyer:

State of Idaho
Department of Water Resources
Water Right License
15-7193



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.175 0.35 0.7 Miles



CHECK PAYABLE TO:
ONEIDA COUNTY TAX COLLECTOR
10 COURT STREET
MALAD, IDAHO 83252
(208) 766-4116

2021 TAX BILL/RECEIPT
BILL# 3054
CODE AREA 4-0000

PARCEL# RP0229500 A
TAX YEARS 2021 2020
LAND 57,477

1ST HALF DUE		2ND HALF DUE		FULL DUE		TOT MKT		57,477		57,477	
TAX	186.33	TAX	186.33	TAX	372.66						
LATE		LATE		LATE							
INT		INT		INT							
COST		COST		COST		TOT TAX	372.66			398.16	
TOT		TOT		TOT		TOT ACRES	160.000				

MALAD FARM LLC
16904 JUANITA DR NE STE 269
KENMORE WA 98028

For Information on Bonds visit:
[HTTPS://ONEIDACOUNTYID.COM/](https://oneidacountyid.com/)

W2NE E2NW
36-13-35

★★★IMPORTANT★★★
PLEASE READ BOTH FRONT AND BACK
★★★ MONTHLY PAYMENTS ARE ACCEPTED ★★★
ALL MAJOR CREDIT CARDS ARE ACCEPTED

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

COPY

YOUR CANCELLED CHECK IS YOUR RECEIPT

TAXING DISTRICT	RATE	
COUNTY	.004535089	260.66
SD351 PLANT FAC	.000291811	16.76
SD 351 SUPPLEME	.000705210	40.52
SD351 TORT	.000004528	.26
ST JOHN CEM	.000190082	10.92
MALAD FIRE DIST	.000348904	20.04
ONEIDA FREE LIB	.000409016	23.50
AMOUNT DUE	.006484640	372.66

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

MALAD FARM LLC

COPY



2021
BILL# 3054

RP0229500 A
4-0000

AMOUNT DUE

2ND HALF



186.33

6.13

ONEIDA COUNTY
10 COURT STREET
MALAD, IDAHO 83252

JUNE 20, 2022
TOTAL

LATE
INT
TOTAL

PAID ON OR BEFORE
PAID BY

CHECK #
CASH

87675

CHECK PAYABLE TO:
ONEIDA COUNTY TAX COLLECTOR
10 COURT STREET
MALAD, IDAHO 83252
(208) 766-4116

2021 TAX BILL/RECEIPT

BILL# 3059
CODE AREA 4-0000

PARCEL# RP0229800 A

TAX YEARS 2021
LAND 123,669

2020

1ST HALF DUE		2ND HALF DUE		FULL DUE		TOT MKT		123,669		123,669	
TAX	400.95	TAX	400.95	TAX	801.90						
LATE		LATE		LATE							
INT		INT		INT							
COST		COST		COST		TOT TAX	801.90			856.78	
TOT		TOT		TOT		TOT ACRES	280.000				

MALAD FARM LLC
16904 JUANITA DR NE STE 269
KENMORE WA 98028

For Information on Bonds visit:
[HTTPS://ONEIDACOUNTYID.COM/](https://oneidacountyid.com/)

T-1774 T-1775 SESW
E2NE, NESE, SWSE
36-13-35

IMPORTANT
PLEASE READ BOTH FRONT AND BACK
*** MONTHLY PAYMENTS ARE ACCEPTED ***
ALL MAJOR CREDIT CARDS ARE ACCEPTED

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

COPY
YOUR CANCELLED CHECK IS YOUR RECEIPT

TAXING DISTRICT	RATE	
COUNTY	.004535089	560.84
SD351 PLANT FAC	.000291811	36.08
SD 351 SUPPLEME	.000705210	87.20
SD351 TORT	.000004528	.56
ST JOHN CEM	.000190082	23.50
MALAD FIRE DIST	.000348904	43.14
ONEIDA FREE LIB	.000409016	50.58
AMOUNT DUE	.006484640	801.90

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

MALAD FARM LLC

COPY



2021
BILL# 3059

RP0229800 A
4-0000

AMOUNT DUE

2ND HALF



400.95

13.19

ONEIDA COUNTY
10 COURT STREET
MALAD, IDAHO 83252

JUNE 20, 2022
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE
DATE PAID
PAID BY

CHECK #
CASH

87675

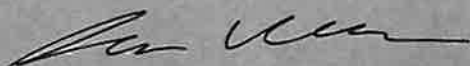
Parker & Nicon Venable
Venable Farms
5705 W 1800 S
Malad, ID 83252

March 7, 2023

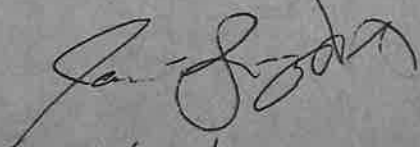
To Whom It May Concern,

I allow legal access to S Bar S Rach llc to move 40 acres of water from water rights 15-7193 to my property parcel rp0250904.

Thanks!



Parker Venable



3/7/2023



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 Gary Spackman

April 5, 2023

JARED SIMPSON
4885 E HIGHWAY 36
MALAD CITY, ID 83252-6008

RE: Transfer No. 87675
Water Right No(s). 15-7193

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 4/13/2023 and 4/20/2023. 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

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 87675**

JARED SIMPSON, 4885 E HIGHWAY 36, MALAD CITY, ID 83252-6008 has filed Application No. 87675 for changes to the following water rights within ONEIDA County(s): Right No(s). 15-7193; 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 NWSE Sec 34 T14S R35E for 0.61 cfs from ground water. Proposed place of use is in NWSE Sec 34 T14S R35E for 40 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 5/1/2023. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 4/13/2023 and 4/20/2023

Henman, Christina

From: Henman, Christina
Sent: Wednesday, April 5, 2023 11:40 AM
To: sherrie.w@thecityjournals.com
Subject: Legal Notice for Idaho Enterprise
Attachments: 87675 Idaho Enterprise.docx

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

RE: Transfer No. 87675
Water Right No(s). 15-7193

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 5/1/2023. 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