

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Greg Golightly Phone 208-339-4510
Mailing address 2378S 1600E Preston ID 83263 Email ggolightly@gmail.com
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**.

DEPT. OF WATER RESOURCES
EASTERN REGION

JUL 11 2025

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.

Eldon C Golightly
Signature of Applicant or Authorized Representative

Eldon C Golightly
Print Name and Title if applicable

7-9-2025
Date

Greg Golightly
Signature of Applicant or Authorized Representative

Greg Golightly
Print Name and Title if applicable

7-9-2025
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**.
Part 1A.3 narrative is provided as Attachment #10.

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AMENDED 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.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	13-311	0.40 cfs	Irrigation	4/1 to 11/1	Spring Cr/ Bear River
☐ ☐		0.15 cfs	Stockwater	11/1 to 4/1	Spring Cr/ Bear River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.4 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.4 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			13													20
			S			S													
Total Acres (for irrigation use)																			20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED 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
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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 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:

See narrative in Attachment #8b

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 or a sheet of stationery.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid _____ Date _____ Received by _____ Receipt # _____

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)

Part 2a. Right as Recorded by IDWR

Close

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

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	HULL, SAMUEL NASH	2066 TOURAINE LN	HALF MOON BAY	CA	94019-1450
Original Owner	HULL, ROBERT M	1503 S 1600 E	PRESTON	ID	83263
Original Owner	HULL, HAROLD 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 AFA

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (FRANKLIN county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
15S	39E	36		SW	SE	6.0	
15S	39E	36		SE	SE	22.0	
15S	40E	31	4	SW	SW	7.0	
16S	39E	1	1	NE	NE	26.0	
16S	39E	1	2	NW	NE	6.0	

Irrigation Totals

Total Acres Acre Limit
 67.00

Dates

Licensed Date :
 Decreed Date : 5/21/1981
 Expiration Date :
 Renewal 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

3/27/2025

State of Idaho
Department of Water Resources

Water Right

13-311

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



Date created: 3/27/2025



Legend

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



Attachment #2b. Parcel Ownership and Water-Right Ownership at Proposed POU

Water Rights 13-62, 13-217 and 13-07792 currently are shown on IDWR records in the name of E&M Trust. Bear River Basin Adjudication Claims will adjust ownership and Place of Use, resulting in applicant owning the parts of the rights appurtenant to his lands.

Print templateResults

Template

A3 Landscape

Title

ArcGIS Web Map

Advanced

Show print area

Print

Parcels

Owner1 is

Golightly

Owner Name

Parcel: RP02679.00

PIN_1

RP02679.00

PLATNO

129

Ngrhd

32

Owner1

GOLIGHTLY GREG

Owner2

OwnerStr

264 W 2ND S

Find address or place

Map

Mapleton

Warm Creek

Selected features: 1

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

Franklin County GIS

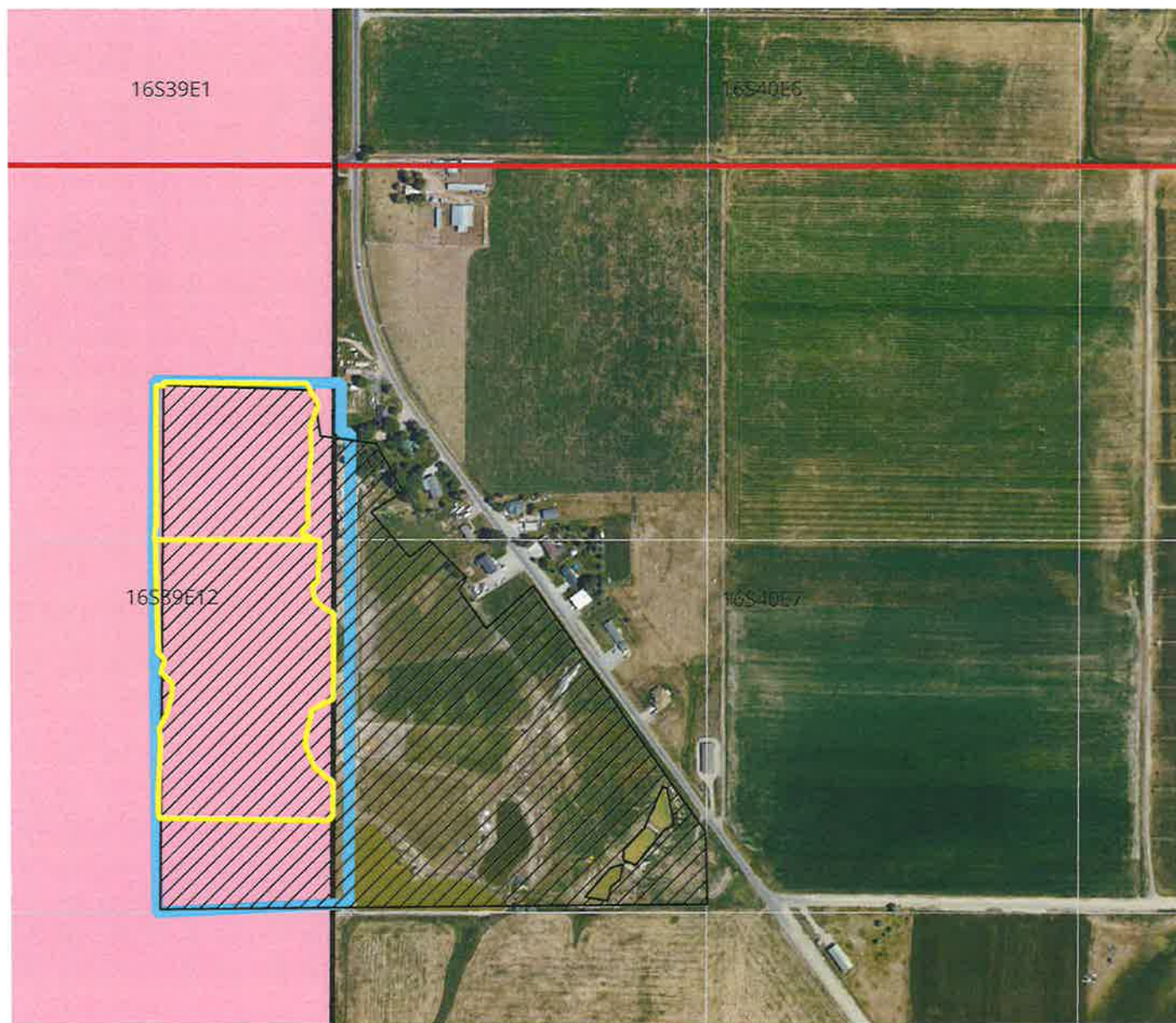
Parcel Viewer

Parcel Viewer Classic

Public Roads

Slope Viewer

Where to Vote



Map for
Attachment #2b

-  Proposed POU
 13-62, 13-217, 13-7792
 County Parcel
 CRIC Svc Area
 tr
 section
 qq

Base Map: 2017 NAIP

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”



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 Print 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”

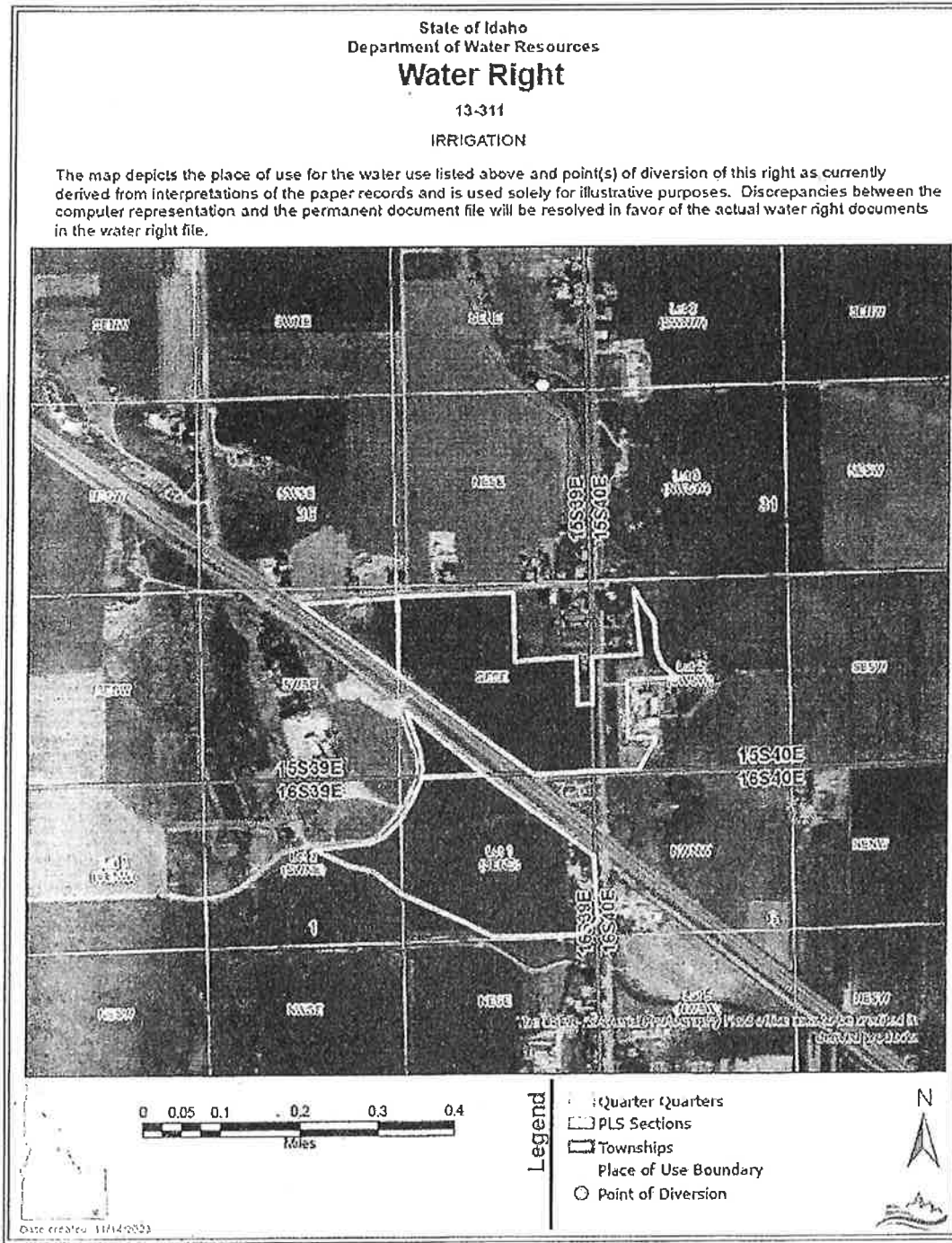


**Exhibit 3
Form of the Deed**

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 _____)

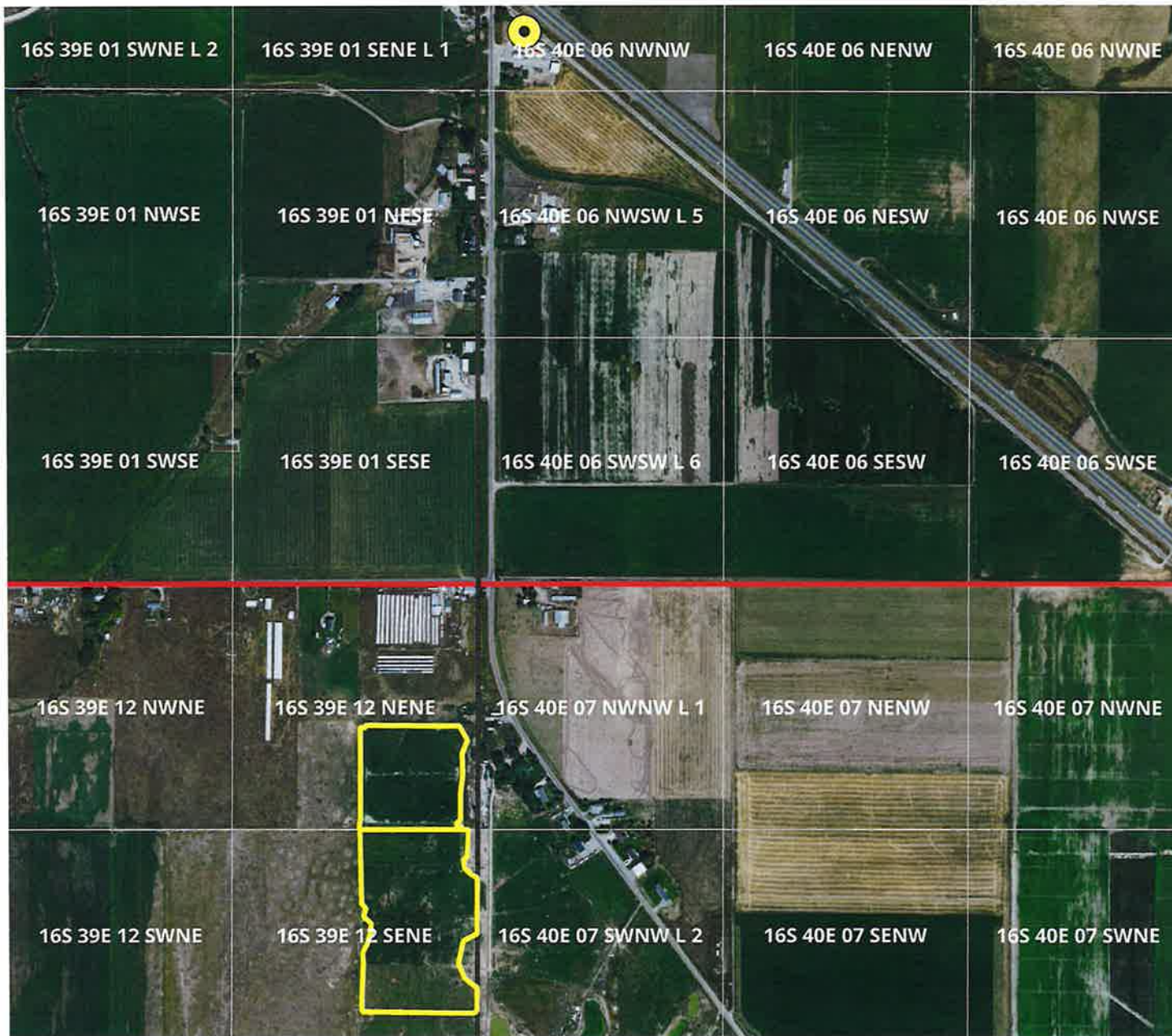
On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for said State, personally appeared Samuel Nash Hull, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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: _____

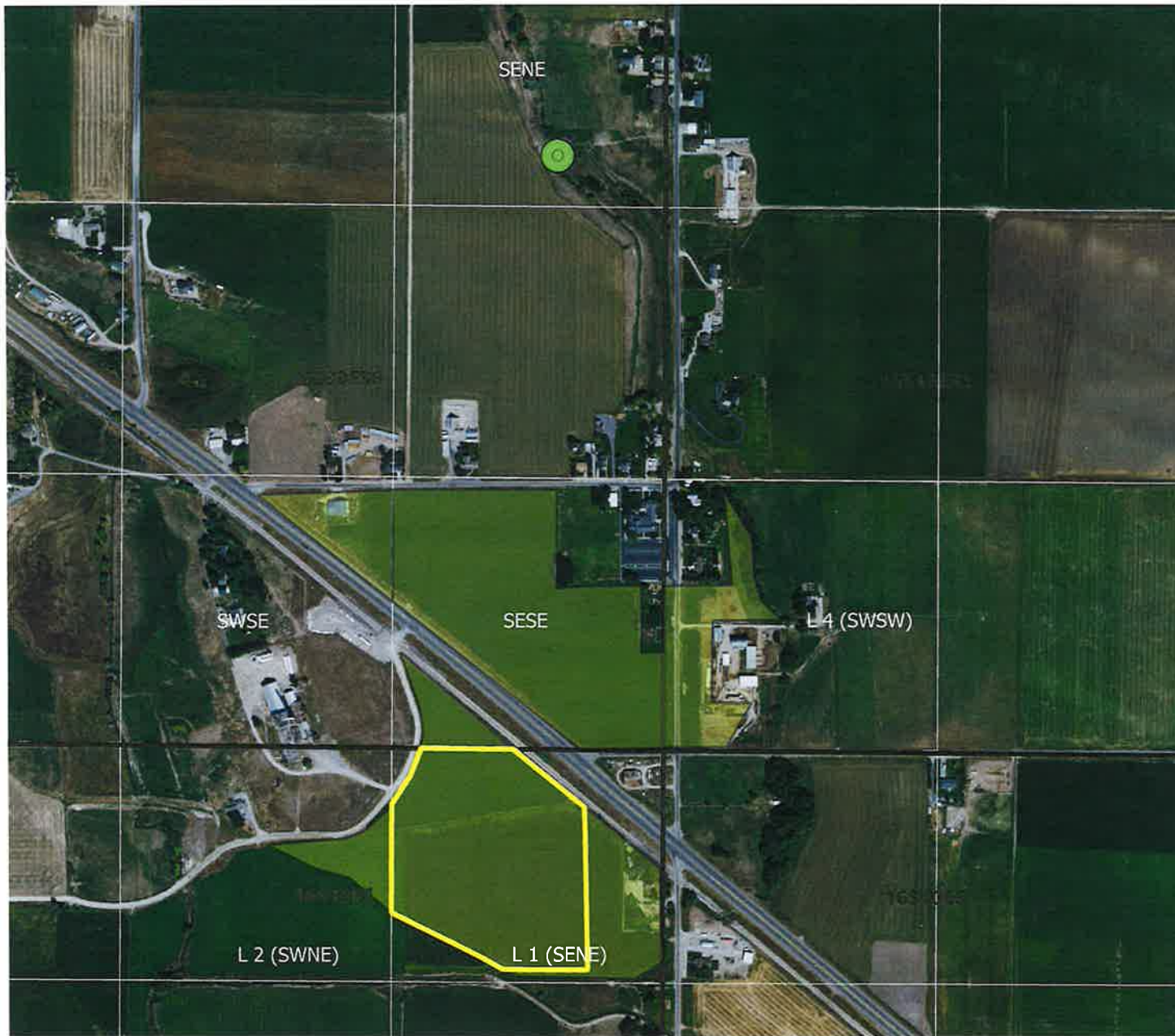
EXHIBIT A
WATER RIGHT DESCRIPTION
(TO BE COMPLETED AFTER APPROVED TRANSFER)



Attachment #7a

- Proposed POD
- Proposed_POU
- tr
- section
- qq

Basemap
2017 NAIP



Attachment #7b

-  POD
-  13-311 Changed Part
-  IDWR POU 13-311
-  tr
-  section
-  qq

Base Map: 2017 NAIP

Attachment #8b. Supplemental Use Analysis

At the pre-transfer POU, right 13-311 was supplemental to rights of Cub River Irrigation Company (CRIC). The part of 13-311 proposed to be transferred was within the CRIC service area. Right 13-311 has an 1893 priority date. Per Table 8b-1, this is junior to all the senior irrigation rights of the Cub River Irrigation and senior to a large block of CRIC's junior rights. The table separates rights with an explicit irrigation component from rights described as municipal rights.

Table 8b-1. Rights of Cub River Irrigation Company						
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
13	26	D	04/01/1880	4.14	BERGQUIST SPRING	MUNICIPAL
13	34	A	01/01/1880	0.3	BERGQUIST SPRING	MUNICIPAL

At the proposed POU, the transferred part of 13-311 will be supplemental to rights of CRIC on a POU that is completely within the CRIC service area.

Attachment #10: Part 1A.3 Narrative, Purpose of Transfer & Explanations

1. The purpose of the proposed transfer is to move part of supplemental right 13-311 from one property to another, with similar overlap conditions. The new POD will be on the same stream system and under the same watermaster jurisdiction as the pre-transfer use. There are no intervening PODs between the original and proposed PODs.
2. This application is amended to address concerns identified by IDWR in a Preliminary Order Denying Application 89484 (Denial) issued February 27, 2025. The Amendment is presented per the March 17, 2025 Order Granting Petition for Reconsideration and Withdrawing Preliminary Order Denying Transfer, and per commitments made by the Applicant in petitioning for reconsideration.
3. Part of 13-311 is being purchased by applicant Greg Golightly, with a purchase agreement contingent upon the success of the proposed transfer and on the number of acres actually transferred. As discussed below, the number of acres to be transferred is adjusted to address the identified concerns.
4. Right 13-311 was conveyed to the seller of the water right Sam Hull separately from land. The seller and the transfer applicant 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 applicant 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.
5. The Amendment adjusts the proposed POU and as a result, only lands owned by Applicant Greg Golightly will be included. Hence, former applicant E&M Trust is not a part of the Amendment and no longer is an applicant for transfer.
6. As shown in Attachment #2b, currently-mapped POUs for E&M Trust rights do still overlap the proposed POU. The change of ownership and adjustment of POU for those rights will be accomplished within the Bear River Basin Adjudication rather than within this Transfer application.

7. The proposed new use illustrated in Attachment #7a will be supplemental to Cub River Irrigation Company shares owned by the applicant. The proposed new POU is within the current Cub River Irrigation Company service area. Based on IDWR analysis, 20 acres can be utilized at the new POU, corresponding to the acres that currently are supported by shares owned by the seller of the right, from lands that are within the Cub River Irrigation Company service area at the pre-transfer POU.
8. The proposed POU is contained within the portion of Franklin County Parcel RP02679.00 that is fully within the Cub River Irrigation service.
9. Based on IDWR's concern that

"...the Spring Creek channel between the Hull Ditch and the Golightly ditch is a losing stream..."

the Applicant proposed to transfer

"...an additional rate of flow and corresponding acreage to a Mitigation use, to prevent injury from moving the Point of Diversion downstream. Applicants propose to specify the amount of flow and corresponding acreage after field work can be conducted to determine the rate of loss in the stream and the appropriate adjustment to keep other users whole."

Because this is an area dominated by irrigation from surface-water sources, the typical period of maximum recharge is during the irrigation season. In such areas, shallow groundwater levels usually are lowest in the springtime and highest in the fall. Therefore, a springtime measurement of losses would tend to show the greatest rate of loss, and would provide a conservative assessment. Consequently, the Applicant's consultant performed a seepage study on April 2, 2025. It did not appear that irrigation had yet commenced anywhere near the reach of concern. Flow was measured three times at the location of the existing POD for 13-311, and three times at the location of the proposed POD. Table 1 provides the data obtained.

Table 1. Flow-measurement Data		
	Existing POD	New POD
First measurement (cfs)	1.30	1.62

Table 1. Flow-measurement Data		
	Existing POD	New POD
Second measurement (cfs)	1.19	1.61
Third measurement (cfs)	1.13	1.63
Maximum (cfs)	1.30	1.63
Median (cfs)	1.19	1.62
Mean (cfs)	1.21	1.62
Minimum (cfs)	1.13	1.61
Standard Deviation (cfs)	0.086	0.010
No. data points (n)	3	3

Table 2 presents the seepage calculations. These are stream-centric; a negative result would indicate a losing reach and a positive result would indicate a gaining reach.

Table 2. Loss (negative)/Gain (positive) Calculations	
Difference in mean flow (cfs)	0.41
Upstream Variance (std. dev.) ²	0.0074
Downstream Variance (std. dev.) ²	0.0001
Calculated Variance of Difference (sum of std. dev. of values)	0.0075
Std. dev. of Difference (square root of variance of difference)	0.087

Table 2. Loss (negative)/Gain (positive) Calculations	
High value (mean + 2 x std. dev.) (cfs)	0.59
Low value (mean - 2 x std. dev.) (cfs)	0.24

Because the calculated difference is positive, the data indicate that the stream is gaining in this reach. Because both the lower and upper limit are of the same sign, the result is statistically significant by the shorthand two-standard-deviations rule of thumb for an approximate 95% confidence level.

The practical effect of this finding is that there is not a need to devote additional acres of the original right to mitigation use, because in fact there are not losses in the intervening reach.

Implicit in Table 2 is a shortcut to the calculation of the variance of the difference; a more formal calculation would require subtracting (2 times Covariance) from the sum of the variances. The only covariance expected between the upstream and downstream measurements would arise from positive correlation due to the fact that same instrument, personnel and methods were used at both locations. Omitting this refinement is conservative because it results in a larger calculated standard deviation for the difference, effectively making a finding of statistical significance more difficult. Another reason to omit this refinement is that quantifying this correlation and the associated covariance would require data that only could be subjectively estimated.

The rule of thumb used is conservative in that it also would tend to overestimate the variability, compared to a more formal test of the difference of means that could be performed on the data. This shortcut also makes statistical significance more difficult to declare.

10. The fact that the reach is gaining introduces a different possibility for injury. Without the transfer right 13-311 would be physically constrained to only the flow available at that POD, and downstream juniors would have full access to any gains produced in the intervening reach. Without an adjustment, the transfer might allow the transferred right to capture gains that otherwise would have been enjoyed by downstream juniors.

To prevent this possibility, the Applicant proposes that the transfer approval be conditioned to deliver to the new POD only the quantity of water that would have been

available to the right at the original POD.

11. It is proposed that the transferred portion of 13-311 be diverted from an existing POD currently authorized for 13-62, 13-217 and 13-7792. In the accompanying materials, this POD is mapped at the actual location in the same quarter-quarter but not exactly at the same location as the current GIS representation. The transfer does NOT propose to change the location of this existing POD, but only to refine representation of it. Transferred water will be conveyed to the proposed POU via an existing ditch system.

Re: Golightly Transfer

From Greg Golightly <ggolightly1@gmail.com>

Date Thu 6/5/2025 1:34 PM

To Sam Hull <vertondirt@gmail.com>

Cc Kristin Moore <kristin.rmea@gmail.com>; Fritz, Cooper <Cooper.Fritz@idwr.idaho.gov>

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Kristin, I also confirm that the stock water portion of the water right be included in the sale.

Thank you,

Greg Golightly

On Jun 5, 2025, at 12:48 PM, Sam Hull <vertondirt@gmail.com> wrote:

Dear Kristin (et al),

Yes, I confirm. The stockwater portion of the water right should also be conveyed in the sale.

Thank you,

Sam Hull

On Thu, Jun 5, 2025 at 10:47 AM Kristin Moore <kristin.rmea@gmail.com> wrote:

Sam,

As you and I discussed, IDWR has asked for some verification that the stockwater portion of right 13-311 is intended to go with the transfer to Golightly. I reviewed the purchase contract you and Greg prepared and it doesn't explicitly state that the stockwater portion would be conveyed. Can you please provide confirmation as the Seller that this is the intention so the full Stockwater component of the water right can be included on a transfer approval?

Also, Greg, please confirm by responding to this email string.

Make sure you select "Reply All" so the email will make it to Cooper Fritz at IDWR.

Thank you,

Kristin Moore

Water Rights Analyst

482 Constitution Way, Ste 303, Idaho Falls, ID 83402

E-Mail: kristin.rmea@gmail.com

VOICE: 208-524-2353 ||| FAX: 208-524-1795



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QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 26 day of Sept, 2022, by and between Karen Higley, of 239 N. 200 E., Preston, Idaho 83263, the party of the first part, and Samuel Nash Hull and Tamera Lynn Hull, of 5420 NW 15th Circle, Camas, WA 98607, the parties of the second part.

WITNESSETH:

That said party of the first part, for and in consideration of one hundred dollars (\$100.00) and other good and valuable consideration does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02022.02 in the amount of 4.3 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year first above written.

Karen Higley Karen Higley
Name & Signature

STATE OF IDAHO,)

ss.

County of Franklin)

On this 26th day of Sept, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Higley known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Cessilee Carter
Notary Public for Idaho
Residing at: Preston, ID
My Commission Expires: 03/11/2022

QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 11th day of May, 2023, by and between Storage Solutions LLC which is owned by Daniel R. Higley, of 701 S. 700 E., Preston, ID 83263, the party of the first part, and Samuel Nash Hull and Tamera Lynn Hull, of 2066 Touraine Ln. Half Moon Bay, CA 94019, the parties of the second part,

WITNESSETH:

That said party of the first part does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02604.02 in the amount of 3.6 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

Daniel Higley [Signature]
Name & Signature

STATE OF IDAHO,)

County of Franklin)

On this 11th day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Higley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Ashley N. Nate
Notary Public for Idaho
Residing at: Preston, ID
My Commission Expires: 2/2/29

Cory Nielsen
1567 South 1300 East
Preston, ID 83263

Recorded Electronically	
ID	300815
County	Franklin
Date	7/9/25
Time	4:34 PM
Simplifile.com 800.460.5657	

QUITCLAIM DEED

Recommendation recording

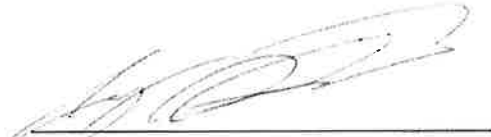
THIS INDENTURE, Made and entered into this 9 day of July, 2025, by and between Storage Solutions LLC which is owned by Cory Nielsen, of 1567 S. 1300 E., Preston, ID 83263, the party of the first part, and Samuel Nash Hull and Tamera Lynn Hull, of 296 Marina Way, Pacifica, CA 94044, the parties of the second part, * Nielsen

WITNESSETH:

That said party of the first part does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

All interest in water right 13-311.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

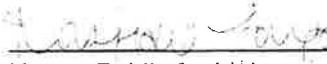

Name and Signature

STATE OF IDAHO,)
ss.

County of Franklin)

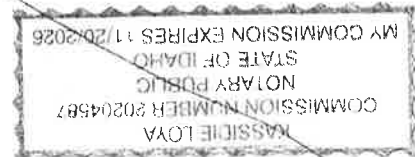
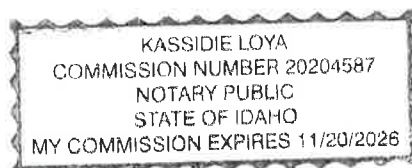
On this 9 day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Cory Nielsen, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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


Notary Public for Idaho

Residing at: Preston, ID

My Commission Expires: 11/20/2026



RECEIVED
JUL 11 2025
DEPT. OF WATER RESOURCES
EASTERN REGION