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

APPLICATION FOR TRANSFER OF WATER RIGHT

GENERAL INFORMATION AND INSTRUCTIONS

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) Chad and Allyson MaroneyMailing Address 799 S 5400 W, Malad, ID 83252

Email* _____ Phone _____

Name of Representative (if any) Luke H. Marchant (Attorney)Mailing Address PO Box 536, Rupert, ID 83350Email* luke@waterlawidaho.com Phone 208-944-9310

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

☐ Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

☐ No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

☐ N/A. This application does not propose to change the place of use or nature of use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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	36E	27	12.4	15.6															28

Total Irrigated Acres to be Changed: 28

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- | | |
|--|---|
| ☒ Change point(s) of diversion | ☒ Change place of use |
| ☐ Add point(s) of diversion | ☐ Change period of use |
| ☐ Change nature of use | ☐ Update water right ownership records |

B. Proposed Changes. Describe the proposed changes in narrative form:

This application proposes to change the place of use and point of diversion for a 28-acre portion of Water Right No. 15-7037. Applicant has entered into a purchase agreement with Adam and Patty Carter, the current owners of the water right to purchase and transfer the 28-acre portion of the water right.

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
☐ ☒	15-7037	0.4/98.1	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 0.4 cfs and/or 98.1 af.

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department's website.

For points of diversion within platted subdivisions, list the lot and block number in the "Diversion Name/Number" column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

☐ N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
Y	14S	35E	27			SW	SE	Oneida	Ground water	

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

☐ N/A. This application does not propose to change the place of use.

Proposed Place of Use

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	27															28		28

Total Irrigated Acres: 28

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

☐ Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2.

Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

☒ No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.

3. Is the proposed point of diversion within a state water district? ☐ Yes. Water District # _____. ☒ No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? ☐ Yes. ☐ No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

The current water right has a condition stating, "Use of this right is combined with 25 shares from Samaria Lake Irrigation Co.". Samaria Lake has verified that these shares have not been associated with the current place of use since 2008.

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

☐ Yes. Identify the water right(s) to be used for the continued irrigation.

☒ No. The place of use for the portion to be changed will no longer be irrigated.

☐ N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department's website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled "Municipal Water Right Application Checklist" found on the Department's website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes No

☐

☒

currently leased to the Water Supply Bank?

If yes, complete the form titled "Application for Transfer of Water Right Attachment WSB" found on the Department's website (idwr.idaho.gov). Label the Form as Attachment 4C-7.

☐

☒

currently used in a mitigation plan limiting the use of water under the right?

☐

☒

subject to an agreement not to divert (CREP)?

☐

☒

currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

Applicant will drill a new well with a pump into a pressurized mainline system. Well and pump
will be equipped with a measuring device.

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department's website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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 of Applicant or Representative*

Luke H. Marchant, Attorney

Print Name and Title, if applicable

July 2, 2026

Date

 Signature of Applicant or Representative*

 Print Name and Title, if applicable

 Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: \$ 500.00 Receipt #: E051771 Date: 7-8-26 Received by: M. Pettis
 Add'l Paid: \$ _____ Receipt #: _____ Date: _____ Received by: _____

Attachment No. 1B
Water Right Ownership
Documentation

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this 15th day of March, 2026 (the "Effective Date"), by and between **Adam Marriot Carter and Patty Ann Carter**, a married couple, whose address is 12049 S 300 E, Malad City, ID 83252-6657 (hereinafter "Seller"), and **Chad Maroney and Allyson Maroney**, husband and wife, whose address is 799 S 5400 W, Malad City, ID 83252 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Seller is the owner of Water Right No. 15-7037 (the "Water Right"), which is a licensed water right with a priority date of March 28, 1977. The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**.

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right which will authorize the irrigation of 20.0 acres.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. Property Purchased. Seller hereby agrees to sell a portion of the Water Right to Buyer, and Buyer agrees to buy a twenty-acre portion of the Water Right from Seller. The twenty-acre portion of the Water Right includes 0.28 cfs and 70.1 acre-feet.

2. Property Retained. Seller reserves and retains unto Seller all remaining portions of the Water Right as well as 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 are included in this Agreement.

3. Purchase Price and Potential Downward Adjustment.

(a) Purchase Price. The purchase price for the Water Rights is One Hundred Forty Thousand Dollars (\$140,000.00) (the "Purchase Price"), which is based on the following unit values per acre of authorized Water Rights to be conveyed to Buyer:

Water Right No.	Price per acre	Acres purchased	Total Price
15-7037	\$7,000.00	20	\$140,000.00

(b) Adjustment to Purchase Price and Water Rights to be Purchased Due to Transfer Conditions. Seller and Buyer acknowledge that the Purchase Price is based upon the unit values (set forth in paragraph 3(a)) per acre of water authorized by the Transfer (described in paragraph 6 below)) to be available for Buyer's intended use. If the Department approves the Transfer (as described in paragraph 6 below) but with conditions limiting the total annual diversion volume, the total diversion rate, or the total number of acres for irrigation to less than proposed in the Transfer, and provided Buyer has waived the condition precedent described in paragraph 7 below, and elected to close on the purchase of the lesser quantity of the Water Rights approved under the Transfer, then the Parties agree that the Purchase Price will be adjusted downward based on the reduced number of acres that has been approved by the Transfer to Buyer's use for irrigation multiplied by the price per acre unit values.

4. Earnest Money Deposit. Within twenty-one days (21) with the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 50% of the Purchase Price, which is Seventy Thousand Dollars (\$70,000.00) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.

5. Closing.

(a) Closing Date. Closing on the Water Rights shall occur within thirty (30) days of the date of a final order of the Department approving the Application for Transfer to be filed by Buyer (pursuant to paragraph 6 herein), and after the contingencies described in paragraph 7 are met. The closing shall occur at the offices of the US Title in Tremonton, UT, or another place mutually agreed to by the Parties.

(b) Documents to be Delivered at Closing. At closing, Buyer and Seller shall execute (with acknowledgements, as needed) and/or deliver all instruments, documents and the balance of the Purchase Price necessary to complete the purchase and sale in accordance with this Agreement. The documents Seller shall deliver to Buyer at closing are: (i) a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 2**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the Water Rights free and clear of encumbrances.

(c) Payment of Balance of Purchase Price. The Buyer shall deliver the balance of the Purchase Price, if any, to Seller at closing. The transaction shall be deemed closed once the Parties have exchanged and mutually delivered all instruments, documents and monies necessary to complete the purchase and sale of the Water Rights in accordance with this Agreement.

(d) Fees and Costs of Closing. The cost of recording the Deed 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.

6. Transfer Application for the Water Rights.

(a) Transfer Application to the Department. It is understood and agreed that within thirty (30) days after execution of this Agreement, Buyer, shall file an application for

transfer of a water right under Idaho law ("Application for Transfer" or "Transfer") of the Water Right with the Department. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. The Application for Transfer of the Water Right shall identify the Buyer's proposed point of diversion for the Water Right. It is understood and agreed by the Parties that the Buyer may elect to initially transfer fewer acres than the total amount of acres purchased. The acres not included in the initial transfer shall still be conveyed to the Buyer at closing, at which time Buyer will change ownership of the remaining acres to the Buyer, and Buyer shall have the right to transfer the acres at a later date, or place the remaining acres in the Idaho Water Supply Bank to protect them from forfeiture.

(b) Transfer Costs. Buyer shall be responsible for the costs to prepare the Transfer, including all consultant fees associated with preparation of the Transfer application, and Buyer shall also be responsible for the costs of prosecuting and defending the Transfer application, including all attorney fees, in the event the Transfer is protested and the subsequent administrative process associated with such protest(s). Buyer and Seller shall use best efforts to obtain timely Transfer approval.

7. Contingencies and Conditions Precedent.

(a) Satisfactory Transfer Approval Contingency. The Parties expressly acknowledge and agree that performance under this Agreement is fully contingent upon the approval of the Application for Transfer by the Department in a manner reasonably satisfactory to the Buyer, unless such contingency is waived by the Buyer. In the event that IDWR approves the Transfer in a manner that is not satisfactory to the Buyer, the Parties shall not proceed to closing, Buyer shall be entitled to a refund of the earnest money, and the Parties shall work together to return the transferred water right to the Seller's property. The Parties shall split the cost to prepare said transfer, including all consultant fees associated with preparation of said transfer application, including all attorney fees.

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 of this Agreement 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 Water Rights in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Rights on or before closing.

(b) Conveyance. Provided that the contingencies in Paragraph 7 are satisfied, Seller shall then convey the Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right records contained in **Exhibit 1** and in the Transfer approved by the Department.

(c) Appurtenance. The Water Rights are appurtenant to and have been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use (i.e., placed in the Idaho water supply bank) consistent with Idaho law.

(d) Not Forfeited. The Water Rights have 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 of this Agreement and again as of the closing for the Water Rights, 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 Water Rights, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Rights 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 by reason 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:

Seller

Adam and Patty Carter
12049 S 300 E
Malad City, ID 83252-6657

Seller's Representative

Buyer

Chad and Allyson Maroney
799 S 5400 W
Malad City, ID 83252

Buyer's Representative

Luke H. Marchant
Darrington Marchant Law
601 7th St.
PO Box 536
Rupert, ID 83350
(208) 944-9310
luke@waterlawidaho.com

(c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Rights. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) 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.

(j) 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"

ADAM AND PATTY CARTER


Adam Carter


Patty Carter

3/14/2026
DATE

"BUYER"

CHAD AND ALLYSON MARONEY

Chad Maroney

Allyson Maroney

DATE

(i) **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"

ADAM AND PATTY CARTER

Adam Carter

Patty Carter

DATE

"BUYER"

CHAD AND ALLYSON MARONEY

Chad Maroney

Allyson Maroney

March 15 2026
DATE

Exhibit 1

Water Right Reports

[Close](#)

Water Right Report : 15-7037(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CARTER, ADAM MARRIOT	12049 S 300 E	MALAD CITY	ID	83252-6657
Current Owner	CARTER, PATTY ANN	12049 S 300 E	MALAD CITY	ID	83252-6657
Original Owner	HOWELL, NORMAN	RT 1 BOX 61	MALAD CITY	ID	83252
Previous Owner	LOUDER, CATHY	615 E CHALK CREEK RD	COALVILLE	UT	84017-9706
Previous Owner	LOUDER, JEFFREY R	615 E CHALK CREEK RD	COALVILLE	UT	84017-9706
Previous Owner	CLW FARMS LLC	1565 N 500 E	RICHFIELD	UT	84701-1940
Security Interest	USDA FARM SERVICE AGENCY	98 E 800 N STE 2	PRESTON	ID	83263-5538

Water Right Status

Priority Date : 3/28/1977

Basis : License

Status : Active

Water Source

Source Source Qualifier Tributary Tributary Qualifier

GROUND WATER

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	16S	36E	27	0				SE NE ONEIDA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.44 CFS	357.50 AFA
TOTAL			1.44 CFS	357.50 AFA

Places of Use

[Printable View](#)[Pagged View](#)

Place of Use Legal Description : IRRIGATION (ONEIDA county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
16S	36E	27		NE	NE		33.4
16S	36E	27		NW	NE		33.2
16S	36E	27		SE	NE		35.4

Irrigation Totals

Total Acres Acre Limit

102.00

Conditions

Code Conditions

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.

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

Dates

Licensed Date : 11/7/2014

Decreed Date :

Permit Proof Due Date : 5/1/1987

Other Information

State or Federal :

Water District Number : NWD

Generic Max Rate Per Acre : 0.02

Permit Proof Made Date : 4/29/1987
Permit Approved Date : 5/31/1977
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date: 3/28/1977
Protest Deadline Date:

Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

2/14/2026

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AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 8

90589

Exhibit 2—FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Luke H. Marchant
Darrington Marchant Law
PO Box 536
Rupert, ID 83350

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Adam Marriot Carter and Patty Ann Carter, a married couple, whose address is 12049 S 300 E, Malad City, ID 83252-6657, ("Grantor") does hereby grant, bargain, sell, assign, and convey unto **Chad Maroney and Allyson Maroney**, husband and wife, whose address is 799 S 5400 W, Malad City, ID 83252 ("Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in the Water Right described in Exhibit A hereto (collectively the "Water Rights").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Rights;
- (B) Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) The Water Rights are free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Rights to Grantee.

Grantor makes no other covenants or warranties as to the Water Rights.

- 8) IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

[Signature Pages Follow]

DATED this _____ day of _____, 2026.

GRANTOR

Adam Carter

Patty Carter

STATE OF IDAHO)
)ss.
County of _____)

This record was signed before me on the ____ day of _____, 2026,
by **Adam Carter**.

(seal)

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was signed before me on the ____ day of _____, 2026,
by **Patty Carter**.

(seal)

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A
(TO BE COMPLETED AFTER TRANSFER APPROVAL)

AMENDMENT TO AREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THE AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (the "Agreement") made and entered into the 15th day of March, 2026 is hereby amended as follows:

AGREEMENTS:

Property Purchased. Seller hereby agrees to sell a portion of the Water Right to Buyer, and Buyer agrees to buy a twenty eight-acre portion of the Water Right from Seller. The twenty eight-acre portion of the Water Right includes 0.4 cfs and 98.1 acre-feet.

Purchase Price. The purchase price for the Water Rights is One Hundred Ninety-Six Thousand Dollars (\$196,000.00) (the "Purchase Price"), which is based on the following unit values per acre of authorized Water Rights to be conveyed to Buyer:

Water Right No.	Price per acre	Acres purchased	Total Price
15-7037	\$7,000.00	28	\$196,000.00

Earnest Money Deposit. Within twenty-one days (21) of the execution of this Agreement, Buyer shall deliver to Seller earnest money in the amount of 50% of the Purchase Price, which is Ninety-Eight Thousand Dollars (\$98,000.00) (the "Earnest Money"). The Earnest Money shall be applied towards the Purchase Price at closing, or otherwise disposed of as provided herein.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date set forth below:

"SELLER"

ADAM AND PATTY CARTER


Adam Carter


Patty Carter

June 14, 2026
DATE

"BUYER"

CHAD AND ALLYSON MARONEY


Chad Maroney


Allyson Maroney

June 14 2026
DATE

Attachment No. 1F Lienholder Consent

The lienholder has released the lien that is currently on the water right. This release should be filed with IDWR in the near future.

Attachment No. 2A Water Right Reports

Water Right Report : 15-7037(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CARTER, ADAM MARRIOT	12049 S 300 E	MALAD CITY	ID	83252-6657
Current Owner	CARTER, PATTY ANN	12049 S 300 E	MALAD CITY	ID	83252-6657
Original Owner	HOWELL, NORMAN	RT 1 BOX 61	MALAD CITY	ID	83252
Previous Owner	LOUDER, CATHY	615 E CHALK CREEK RD	COALVILLE	UT	84017-9706
Previous Owner	LOUDER, JEFFREY R	615 E CHALK CREEK RD	COALVILLE	UT	84017-9706
Previous Owner	CLW FARMS LLC	1565 N 500 E	RICHFIELD	UT	84701-1940
Security Interest	USDA FARM SERVICE AGENCY	98 E 800 N STE 2	PRESTON	ID	83263-5538

Water Right Status

Priority Date : 3/28/1977

Basis : License

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	16S	36E	27	0		SE	NE	ONEIDA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	1.30 CFS	322.50 AFA
TOTAL			1.30 CFS	322.50 AFA

Places of Use

[Printable View](#)
[Paged View](#)

Place of Use Legal Description : IRRIGATION (ONEIDA county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
16S	36E	27			NE	NE	33.4
16S	36E	27			NW	NE	23.2
16S	36E	27			SE	NE	35.4

Irrigation Totals

Total Acres Acre Limit

92.00

Conditions

Code Conditions

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.

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

Dates

Licensed Date : 11/7/2014

Decreed Date :

Other Information

State or Federal :

Water District Number : NWD

Permit Proof Due Date : 5/1/1987
Permit Proof Made Date : 4/29/1987
Permit Approved Date : 5/31/1977
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date: 3/28/1977
Protest Deadline Date:

Generic Max Rate Per Acre : 0.02
Generic Max Volume Per Acre : 3.5
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

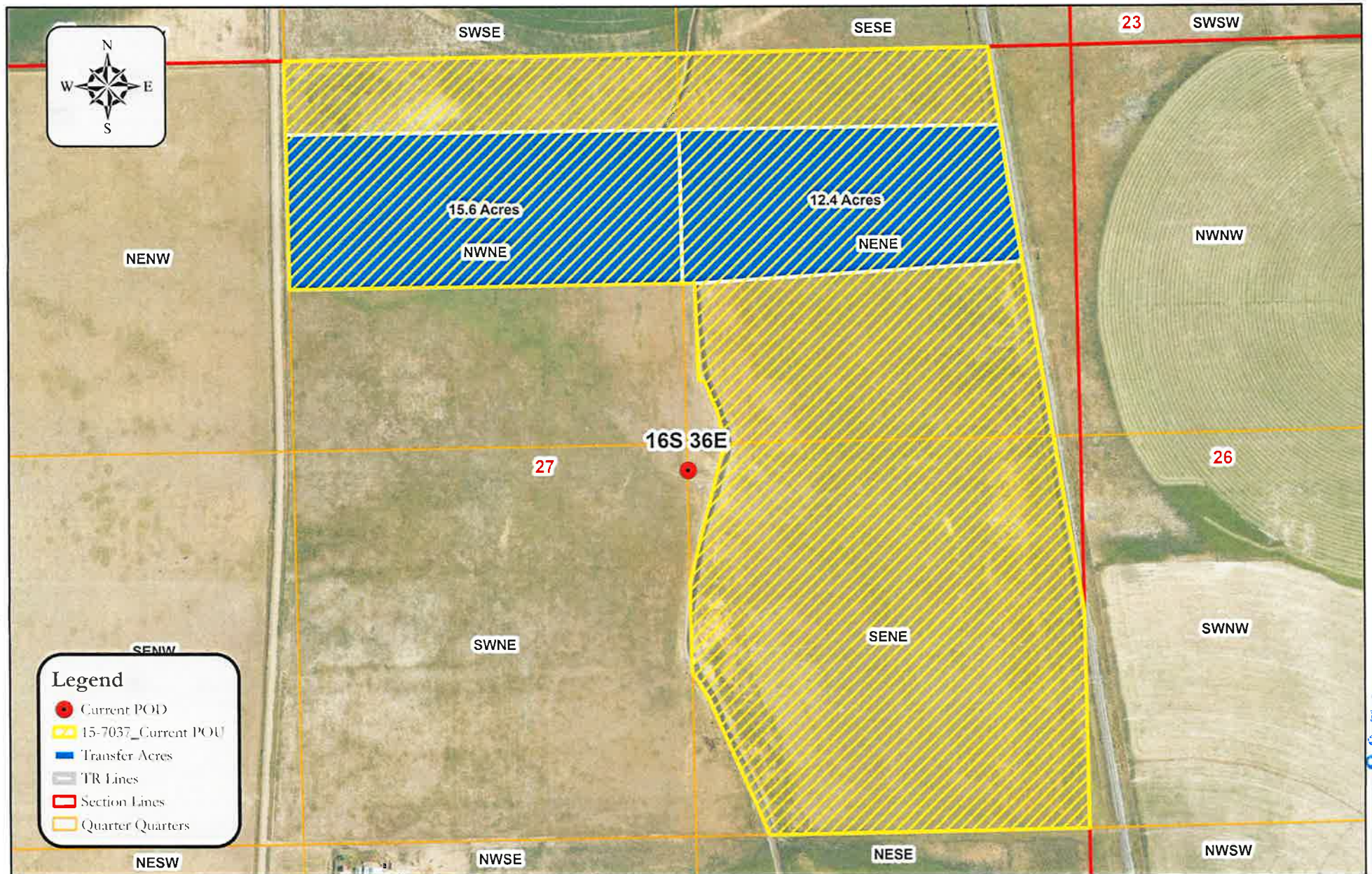
IDAHO DEPARTMENT OF WATER RESOURCES

6/24/2026

Attachment No. 2B

Map of Current System

APPLICATION FOR TRANSFER - WR NO. 15-7037



Attachment No. 3C
Map of Proposed System
(GIS Shapefiles Available
Upon Request)

APPLICATION FOR TRANSFER - WR NO. 15-7037



2025 NAIP Photo



Prepared by:
Luke H. Marchant
07/02/2026

168708

Microfilm No. 168708
15 Day Apr 20 28
At 12:00 O'clock PM
Pharrell Jones
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Northern Title Company, Malad

NT0-208562
When Recorded Mail Tax Notice To:
Chad R. Maroney
968 South 5400 West
Malad City, ID 83252

WARRANTY DEED

Michael Ettore Payne, Trustee, or his successor trustee of the MC Payne Family Trust dated the 27th day of October 2023

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

Chad R. Maroney and Allyson L. Maroney, Trustees of The Chad R. Maroney and Allyson L. Maroney Family Trust, dated August 29, 2025

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

See Exhibit "A" attached and made a part hereto

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



Witness, the hand(s) of said Grantor(s), this April 15th, 2026.

The MC Payne Family Trust dated the 27th day of
October 2023

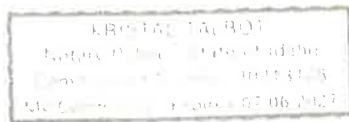
By: Michael Ettore Payne

Michael Ettore Payne, Trustee

State of Idaho)

County of Oneida)§

On the 15th day of April, 2026 personally appeared before me, Michael Ettore Payne,, who, being by me duly sworn, did say that he/she/they is/are the Trustee of The MC Payne Family Trust dated the 27th day of October 2023 and that said instrument was signed in behalf of said Trust by the authority of its Trust Agreement, and the aforesaid individual(s) acknowledged to me that said Trust executed the same.



Kristal Talbot
Notary Public

Resides: Malad

Commission Expires: 7/6/2027

See Exhibit "A" attached and made a part hereto

ALSO; PARCEL NO. 3 (RP0249103)

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
BEGINNING AT A POINT IN AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET, A COUNTY ROAD LOCATED NORTH 89°38'46" WEST 1358.66 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND NORTH 00°41'01" EAST 329.08 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27 BEING A REBAR & CAP SET BY PLS 4735 INSTRUMENT NO. 132531; RUNNING THENCE NORTH 89°19'00" WEST 1291.70 FEET TO AN EXISTING FENCE LINE BEING ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°28'30" EAST 332.48 FEET ALONG SAID FENCE LINE AND WEST LINE; THENCE SOUTH 89°19'00" EAST 1292.91 FEET TO AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET; THENCE SOUTH 00°41'00" WEST 332.48 FEET ALONG SAID FENCE LINE AND WEST RIGHT—OF—WAY TO THE POINT OF BEGINNING. (T-5813)

PARCEL NO. 4 (RP0249104)

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
BEGINNING AT A POINT IN AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET, A COUNTY ROAD LOCATED NORTH 89°38'46" WEST 1358.66 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FROM THE SOUTHEAST CORNER OF SAID SECTION 27 BEING A REBAR & CAP SET BY PLS 4735 INSTRUMENT NO. 132531; RUNNING THENCE NORTH 89°38'46" WEST 1290.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEING A REBAR & CAP SET BY PLS 4735, INSTRUMENT NO. 128264 SITUATED IN AN EXISTING FENCE LINE BEING ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°28'30" EAST 336.50 FEET ALONG SAID FENCE LINE AND WEST LINE; THENCE SOUTH 89°19'00" EAST 1291.70 FEET TO AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET; THENCE SOUTH 00°41'00" WEST 329.08 FEET ALONG SAID FENCE LINE AND WEST RIGHT—OF—WAY TO THE POINT OF BEGINNING. (T-5814)

NTD-201685
When Recorded Mail Tax Notice To:
Chad Maroney
799 S 5400 W
Malad City, ID 83252

166958
Microfilm No 166958
07 Day Jan 20 25
AP 03 05 Clock PM
Oneida Co Recorder
Fee \$ 15 00 Deputy
Recorded at Request of
Northern Title Company- Malad

WARRANTY DEED

Michael Ettore Payne, Trustee, or his successor trustee of the MC Payne Family Trust dated the 27th day of October 2023

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

Chad Maroney and Allyson Maroney, a married couple, as Community Property

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

See Exhibit "A" attached and made a part hereto

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

Witness, the hand(s) of said Grantor(s), this January 7th, 2025.



The MC Payne Family Trust dated the 27th day of
October 2023

By: [Signature]
Michael Ettore Payne, Trustee

State of Idaho)
County of Oneida)

On January 7th, 2025 personally appeared before me, Michael Ettore Payne, who, being by me duly sworn, did say that HE Trustee(s) of The MC Payne Family Trust dated the 27th day of October 2023 and that said instrument was signed in behalf of said Trust by the authority of its Trust Agreement, and the aforesaid individual(s) acknowledged to me that said Trust executed the same.



[Signature]
Notary Public

Resides: Malad, ID
Commission Expires: 7/14/2027

See Exhibit "A" attached and made a part hereto

PARCEL NO. 2

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
BEGINNING AT A POINT IN AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET, A COUNTY ROAD LOCATED NORTH 89°18'46" WEST 1358.66 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND NORTH 00°41'00" EAST 661.56 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27 BEING A REBAR & CAP SET BY PLS 4735 INSTRUMENT NO. 132531; RUNNING THENCE NORTH 89°19'00" WEST 1292.91 FEET TO AN EXISTING FENCE LINE BEING ON THE WEST LINE OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°28'30" EAST 303.06 FEET ALONG SAID FENCE LINE AND WEST LINE TO A 5/8 INCH REBAR LABELED ALLEN LAND SURVEYING, PLS 9163; THENCE NORTH 00°10'08" WEST 29.11 FEET ALONG SAID FENCE LINE AND WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°19'00" EAST 1294.45 FEET TO AN EXISTING FENCE LINE BEING ON THE WEST RIGHT—OF—WAY LINE OF 5400 WEST STREET; THENCE SOUTH 00°41'00" WEST 332.16 FEET ALONG SAID FENCE LINE AND WEST RIGHT—OF—WAY TO THE POINT OF BEGINNING

RECEIVED

JUL 08 2026

DEPT. OF WATER RESOURCES
EASTERN REGION



2 July 2026

Idaho Department of Water Resources
Eastern Regional Office
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Application for Transfer of 28-Acre Portion of Water Right No. 15-7037

Dear Processing Agent:

Enclosed for processing is an Application for Transfer for a 28-acre portion of Water Right No. 15-7037. My clients, Chad and Allyson Maroney, have entered into a purchase and sale agreement to purchase this water from the current owners, Adam and Patty Carter.

Per the terms of the agreement, ownership of the changed portion of the water right will be completed after the final approval of the proposed transfer.

If you have any questions or need additional information (such as GIS shapefiles) do not hesitate to contact me.

Best Regards,

DARRINGTON MARCHANT LAW

Luke H. Marchant



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

August 19, 2026

ALLYSON MARONEY
CHAD MARONEY
799 S 5400 W
MALAD CITY, ID 83252-6557

RE: Transfer No. 90589
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 8/27/2026 and 9/3/2026. 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

Henman, Christina

From: Henman, Christina
Sent: Wednesday, August 19, 2026 3:32 PM
To: 'sherrie.w@thecityjournals.com'
Subject: Legal Notice for Idaho Enterprise
Attachments: 90589 Idaho Enterprise.docx

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

RE: Transfer No. 90589
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 9/14/2026. 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. 90589**

ALLYSON MARONEY and CHAD MARONEY, 799 S 5400 W, MALAD CITY, ID 83252-6557 has filed Application No. 90589 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 27 T14S R35E for 0.40 cfs from Ground Water. Proposed place of use is in SWSE Sec 27 T14S R35E for 28 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 9/14/2026. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 8/27/2026 and 9/3/2026