

No Color
Documents
In File

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-00157
Date Received: 10/18/1989
Receipt No: W006379
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: ARLYN R TOWELL 208-355-2648
Address: 2311 TOWELL RD
MIDVALE ID 83645

AND/OR

Name: YVONNE TOWELL 208-355-2648
Address: 2311 TOWELL RD
MIDVALE ID 83645

2. Date of Priority: MAY 15, 1883

3. Source: KEITHLEY CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	04W	2	NE	SW	NE		WASHINGTON

5. Description of diverting works:
PUMPED FROM KEITHLEY CREEK WITH SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.980		

7. Total Quantity Appropriated is:
0.980 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 390.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	04W	1	NW	NE	2	IRR	35.0
			NE	NW	3	IRR	35.0
			NW	NW	4	IRR	32.0
			SW	NW		IRR	28.0
						Section Acres	130.0
						Total Acres	130.0

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A67-00156

14. Remarks:

DIV. RATE=.975 CFS.

STOCK USE IS INCIDENTAL FOR 160 HD. BEEF CATTLE.

POINT OF DIV. MAY VARY AT TIMES OF THE YEAR DURING DRY SEASONS.

OWNERSHIP CHANGED PER CHANGE OF OWNERSHIP FORM. 6-14-93. JS

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR

Decree Plaintiff

WILLIAM ALLISON

vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

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For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

Rec'd from SO
on 4-21-92

DATE OF CLOSING: 1/16/92

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: _____
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): GRACE HEATHCO
- ☐ New Owner/Claimant (Purchaser): ARLYN R. TOWELL AND YVONNE TOWELL
- ☐ New Mailing Address: RT. 1, BOX 64, MIDVALE, IDAHO 83645
- ☐ New Telephone Number: () _____
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: SEE ATTACHED WARRANTY DEED AND MORTGAGE

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Arlyn R Towell Date 12/31/91
Yvonne Towell Date 12-31-91
- ☐ Signature of Former Owner/Claimant(s): Otis Potter Date _____
Patty Potter Pa. Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

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AUG 15 1994

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

WARRANTY DEED

FOR VALUE RECEIVED, GRACE HEATHCO, a widow, the Grantor, does hereby convey and warrant unto ARLYN R. TOWELL and YVONNE TOWELL, husband and wife, whose address is Route 1 Box 64, Midvale, Idaho 83645, the Grantees, the following described premises located in Washington County, Idaho, to-wit:

Lots Two (2), Three (3), Four (4) and the Southwest Quarter of the Northwest Quarter of Section One (1), Township Thirteen (13) North, Range Four (4) West of Boise Meridian, Washington County, Idaho, EXCEPTING therefrom that portion of Lot Four (4) lying North of Keithley Creek and comprising approximately six (6) acres. Containing in all 154 acres more or less.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the property, including all existing fixtures; SUBJECT TO any and all easements, rights-of-way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

RESERVING UNTO Grantor a life estate in the residential premises including the house, reasonable parking and ingress and egress.

TO HAVE AND TO HOLD the said premises, with its improvements and appurtenances unto the said Grantees, their heirs and assigns forever.

DATED This 16th day of Jan., 1994

Grace Heathco.
by Otis Potter
Grace Heathco by Otis Potter
Attorney in Fact

Grace Heathco.
by Ray Potter, P.A.
Grace Heathco by Ray Potter
Attorney in Fact

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AUG 05 1994

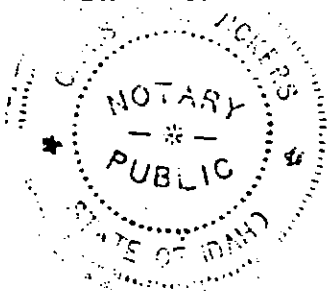
STATE OF IDAHO

)
:
SS.
)

COUNTY OF WASHINGTON

On this 16th day of January, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared OTIS POTTER and RAY POTTER, known to me to be the persons executing the within instrument as Attorneys in Fact for Grace Heathco, and acknowledged to me that they executed the same as such Attorneys in Fact for Grace Heathco for and on her behalf.

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



Christy L. Vick
Notary Public
Residing at Weiser, Idaho
My Commission expires: 11/4/97
DUPLICATE

INSTRUMENT NO. 153588
STATE OF IDAHO, COUNTY OF WASHINGTON ss.
Filed for record at the request of

WEISER VALLEY TITLE
56 Min. past 2:00 o'clock P.M.
This 16TH day of JANUARY 1992
INDEX TO DEEDS
MARY KALTZ, Recorder. Fee: \$6.00
By Carol M. Hurst Deputy

WEISER VALLEY TITLE

- ☒ Cmp. Index
- ☒ Cmp. Rel.
- ☒ Film
- ☒ Compare
- ☒ Card Rel.
- ☒ Bk. Rel.
- ☒ Up-date
- ☒ Return

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AUG 05 1994

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-00157
Date Received: 10/18/1989
Receipt No: W006379
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: REX W TOWELL
Address: RT. 1 BOX 64
MIDVALE ID

208-355-2422

83645

2. Date of Priority: MAY 15, 1883

3. Source: KEITHLEY CREEK

Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	04W	2	NE	SW	NE		WASHINGTON

5. Description of diverting works:
PUMPED FROM KEITHLEY CREEK WITH SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.980		

7. Total Quantity Appropriated is:
0.980 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 390.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	04W	1	NW	NE	2	IRR	35.0
			NE	NW	3	IRR	35.0
			NW	NW	4	IRR	32.0
			SW	NW		IRR	28.0

A67-00157

Page 1

Date: 02/24/93

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AUG 05 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	130.0
					Total Acres	130.0

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A67-00156

14. Remarks:
DIV. RATE=.975 CFS.
STOCK USE IS INCIDENTAL FOR 160 HD. BEEF CATTLE.
POINT OF DIV. MAY VARY AT TIMES OF THE YEAR DURING DRY SEASONS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR

Decree Plaintiff

WILLIAM ALLISON

vs Decree Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
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CIVIL CASE NUMBER: 39576

RECEIVED

OCT 18 1989

Ident. Number: A67-00157
Date Received: 10/03/1989
Receipt No: 2006379
Received By: _____

Department of Water Resources
Western Regional Office

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: REX W. TOWELL
Address: RT. 1 BOX 64
MIDVALE, ID

208-355-2422

83645

2. Date of Priority: MAY 15, 1883

3. Source: KEITHLEY CREEK

Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
13N	04W	2	NE SW NE		WASHINGTON

5. Description of diverting works:
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IRRIGATION	03/15	11/15	0.980		

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8. Total consumptive use is 390.0 Acre Feet Per Annum..

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
13N	04W	1	NW NE	2	IRR	35.0
			NE NW	3	IRR	35.0
			NW NW	4	IRR	32.0

A67-00157

Page 1

Date: 10/03/89

MICROFILMED

AUG 05 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	04W	1	SW	NW		IRR	28.0

Section Acres 130.0

Total Acres 130.0

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A67-00156

14. Remarks:
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STOCK USE IS INCIDENTAL FOR 160 HD. BEEF CATTLE.
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15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Ref W. Towell Date: 10-3-89

Date: _____

State of Idaho)
County of Elmore) SS.

Subscribed and sworn (or affirmed) before me this 3 day

of Oct 19 89

Seal

Joe Sae Carver
Notary Public

Residing at Boise ID

My Commission Expires 4/2/94

LEASE AGREEMENT WITH OPTION

THIS AGREEMENT AND LEASE, effective as of the 1st day of March, 1989, by and between GRACE HEATHCO, a widow, hereinafter referred to as "Lessor", and REX TOWELL and VERA TOWELL, husband and wife, of Route 1 Box 64, Midvale, Idaho 83645, hereinafter referred to as "Lessee".

W I T N E S S E T H :

That for and in consideration of the cash rental provisions as set out below, to be paid by Lessee to Lessor, at the times and in the manner hereinafter set forth, Lessor does hereby lease unto Lessee and Lessee hereby leases from Lessor, the following-described real property:

The following described real property situate in the County of Washington, State of Idaho, to-wit:

Lots Two (2), Three (3), Four (4) and the Southwest Quarter of the Northwest Quarter of Section One (1), Township 13 North, Range Four (4) West of Boise Meridian, Washington County, Idaho, EXCEPTING therefrom that portion of Lot Four (4) lying North of Keithley Creek and comprising approximately 6 acres. Containing in all 154 acres more or less.

EXCEPTING THEREFROM, the residential premises including a house and reasonable parking and access located on the above-described property.

Including all water rights and appurtenances thereto.

TERM OF LEASE: The term of this Lease shall be for one (1) crop year beginning as of the effective date of this Lease, and continuing until such time as the crop has been harvested, but in no event later than December 1, 1989.

RESIDENTIAL PREMISES: It is understood that the house,

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reasonable parking adjacent thereto, and access to such house is not included in this Lease. Possession of such residential premises shall remain in Lessor. All other outbuildings and structures are included in this Lease and Lessee shall have peaceful possession of all buildings and structures other than the dwelling.

RENTAL: The consideration for this Lease shall be the sum of THREE THOUSAND DOLLARS (\$3,000.00) per year cash rent. Such rental shall be payable on or before November 15, 1989.

DIESEL: Upon execution of this Lease, or as soon thereafter as the snow melts sufficiently that the parties can access the premises, the parties shall measure the diesel in the storage tank on the premises and Lessee shall pay for such diesel at the present going rate for diesel delivered to like premises. At the end of this Lease the diesel shall again be measured by the parties and Lessor shall pay Lessee for the diesel remaining in the tank at the then going rate.

TAXES AND ASSESSMENTS: Lessor agrees to pay all taxes.

RIGHT OF INSPECTION: Lessor shall have the right to enter onto the above-described property at all reasonable times during the term of this Lease for the purposes of inspection of said property.

MAINTENANCE OF FENCES: Lessee shall maintain and repair fences as necessary to place and keep said fences in good condition. Lessor shall furnish all materials and Lessee shall be responsible for all labor.

FARMING EXPENSES: Lessee shall pay all costs of farming. Lessee further agrees not to allow any liens to attach to the leased premises.

FARMING OF SAID PREMISES: Lessee hereby covenants to farm said premises in a good husbandlike and farmerlike manner, keeping said premises reasonably free of all noxious weeds and gophers, and shall not suffer waste to be committed on said premises.

BREACH: Should Lessee breach any of their covenants or any conditions of this Lease including those relating to the maintenance and upkeep of the premises, Lessor shall notify Lessee of said breach, and if Lessee does not cure said breach within ten (10) days, or if such breach cannot be cured within ten (10) days, if Lessee shall not, within ten (10) days begin taking steps to cure said breach and continue, with diligence, to complete said cure, Lessor may enter onto the premises and do all things necessary to correct said breach and shall be reimbursed by Lessee for all reasonable expenses in correcting said breach.

SUBLEASING: It is hereby agreed between the parties that Lessee shall not sublease or assign this Lease or any part thereof without the prior written consent of Lessor. Lessor's consent shall not be required as to a sublease or assignment of this Lease, or of the option hereinafter set forth, to Arlyn Towell or Donna Servatius.

TERMINATION: At the termination of this Lease or at any

time that Lessor may be entitled to the possession of said premises, Lessee covenants and agrees to surrender possession of said premises peacefully and quietly in as good a condition as the premises are now in, reasonable wear and tear excepted. Lessee acknowledges that its obligation under this paragraph shall include doing such fall work and planting as necessary to place the premises in similar condition as received by Lessee at the beginning of this Lease.

OPTION TO EXTEND: Lessee shall have the option to extend this Lease for an additional one- (1) year period at the price and terms set forth herein.

OPTION TO PURCHASE: In consideration of the covenants of Lessee, including the payment of rental as set forth herein, and the payment of Five Hundred Dollars (\$500.00) on or before November 15, 1989, Lessor hereby grants to Lessee an option to purchase the premises, including the residential portions, for the sum Fifty-Five Thousand Dollars (\$55,000.00). Such option shall be in effect during the initial term of this Lease. In the event Lessee exercises its option to extend this Lease for an additional year, Lessee may also extend such option by paying the additional sum of Five Hundred Dollars (\$500.00). Lessee shall be in good standing under this Lease to exercise said option.

Lessee shall receive a credit of all rental paid toward the option price.

The terms of such option shall be a minimum downpayment of

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Three Thousand Dollars (\$3,000.00) with credit for rental payments made herein to apply toward said downpayment, with the balance carried at nine percent (9%) interest per annum and amortized over a twenty- (20) year period. There shall be no penalty for prepayment of any sums.

Such option may be exercised by Lessee giving written notice to Lessor of its intent to exercise such option. Within thirty (30) days of the providing of such notice, Lessor shall have prepared a contract of sale and warranty deed for depositing with the escrow agent, and Lessor shall deposit the sum of Three Thousand Dollars (\$3,000.00) less any credit for rental payments as set forth above, for the downpayment. The matter shall then be closed and Lessee shall be entitled to possession as the purchaser.

Payments under such contract of sale shall be due on November 1st of each year. At such time as the balance of the purchase price reaches the sum of Thirty Thousand Dollars (\$30,000.00), Lessor shall purchase a Title Insurance Policy in the amount of Fifty-Five Thousand Dollars (\$55,000.00) to be deposited with the escrow agent. In the event such title policy indicates any title problems, Lessor shall have a reasonable time to take care of such problems.

The closing and escrow agent for this transaction shall be Weiser Valley Title, Inc., unless the parties otherwise agree. The contract and warranty deed shall be escrowed at Weiser Valley Title, Inc., and all payments shall be made through

MICROFILMED

Weiser Valley Title, Inc. The parties agree to share all closing costs and any document preparation costs.

ATTORNEY FEES: In the event any legal action is taken to enforce the provisions of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs.

This agreement shall be binding upon the parties hereto, their heirs, executors, and administrators. As used in this Lease, the masculine, feminine, or neuter gender, and the singular or plural number shall be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, The parties have hereunto set their hands on the day and year written adjacent to their respective signatures.

Date: Otis Potter P.A.
March 6, 1989 Grace Heathco by Otis Potter
Attorney in Fact

and

Date: Ray Potter P.A.
March 6, 1989 Grace Heathco by Ray Potter
Attorney in Fact
"Lessor"

Date: March 6, 1989 Rex Towell
Rex Towell

Date: March 6, 1989 Vera Towell
Vera Towell
"Lessees"

MICROFILMED

AUG 05 1994

STATE OF IDAHO

)

:

ss.

COUNTY OF WASHINGTON

)

On this 6 day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared OTIS POTTER and RAY POTTER, known to me to be the persons executing the within instrument as Attorneys in Fact for Grace Heathco, and acknowledged to me that they executed the same as such Attorneys in Fact for Grace Heathco for and on her behalf.

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

J. J. Gray.
Notary Public
Residing at Boise Idaho
My Commission expires: 6/94

STATE OF IDAHO

)

:

ss.

COUNTY OF WASHINGTON

)

On this 6 day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared REX TOWELL known to me to be the person executing the within instrument, and acknowledged to me that he 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.

J. J. Gray.
Notary Public
Residing at Boise Idaho
My Commission expires: 6/94

MICROFILMED

STATE OF IDAHO

)

: ss.

COUNTY OF WASHINGTON

)

On this 6 day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared VERA TOWELL, known to me to be the person executing the within instrument, and acknowledged to me that 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.

Margaret M. Ford
Notary Public
Residing at Meridian, Idaho
My Commission expires: 11/1/1994



STATE OF IDAHO)
 : ss.
COUNTY OF WASHINGTON)

That your affiants are Attorney in Facts of Grace Heathco and have personal knowledge of the facts set forth herein. As of the date of execution of the foregoing instrument, your affiants had no actual knowledge of the termination of their General Power of Attorney by revocation or of the principal's death, disability, or incapacity.

Ray Potter P.A.
Ray Potter

✓
Otis Potter P.A.
Otis Potter

J. J. Gray
Notary Public for Idaho
Residing at *Keweenaw, Idaho*
My Commission expires *6/19/94*

LEASE AGREEMENT WITH OPTION * JW * 8



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

March 15, 1993

Arlyn R. & Yvonne Towell

Rt. 1, Box 64

Midvale, ID 83645

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Washington
CO.

Dear Wateruser(s):

This office has reviewed the **Notice of Change of Water Right Ownership** form submitted to our office. However, due to the items checked below, we cannot continue to process this ownership change. We are returning the Notice of Change of Ownership to you to **COMPLETE OR RESEARCH ONLY THE FOLLOWING ITEM(S) SHOWING A CHECKMARK IN THE BLANK FOR THAT ITEM(S).**

☒ There is no existing water right in our records either under the former owner's name or for the legal description given. If, after contacting the former owner, you find more information concerning a water right, please contact us. All water rights in this legal description are in the name of Towell. *in the name of Heath*

☐ Legal description of property. Please complete showing the legal description by 1/41/4 (40-acre tract), section, township and range for the property changing ownership. If you only have a subdivision lot & block legal description, please send us a copy of your subdivision plat map.

☐ It appears you receive your water from an irrigation district, ditch company, municipality or community water company. If this is the case, then the water right remains in the name of this entity and you should contact them concerning the ownership change.

☐ Name and address of former owner (seller). This will clarify the original owner of the water right.

☐ Name, address and phone number of new owner (purchaser).

☐ This change in ownership appears to result in a splitting of the water right. A split of the water right occurs when the ownership change affects only a portion of the original right. In order to accurately split this right we must know what portion of the right was sold. The amount of water in CFS, the place of use by 1/4 1/4 with the number of acres in each 1/41/4 (if applicable) and the point of diversion by 1/41/4, Section, Township and Range is needed. If this right is not being split, please submit proof of ownership for the remaining portion.
Enclosed is a computer copy of this right for your review.

☐ Proof of ownership is needed. This proof can be a copy of the warranty deed, sales contract or tax assessment in your name which includes a description of this property by 1/41/4, Section, Township and Range.

no claim or
contact as of 5-12-93
KCW

____ Signature of new owner (purchaser) is needed on this form.

____ Other: _____

Please complete the above item(s), if required, on the Notice of Change of Water Right Ownership form and return it with the requested information to the Department of Water Resources, Western Region Office, 2735 Airport Way, Boise, ID 83705. If we do not hear from you within 30 days, the claim upon which this form was filed(if one exists), will remain in the original owner's name.

Feel free to contact this office if you have any questions concerning this letter.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

KW:k
Enclosures