

RECEIVED

FEB 22 2022

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

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-3F	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Roxie J Simcoe & Doyt H Simcoe
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): M Brent Stevens & M Annette DeFrank, as Co-Trustees of the Stevens Living Trust dated December 14, 2005
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
PO Box 5239 Ketchum ID 83340
PO Box 5239 Ketchum ID 83340
Mailing address Ketchum ID 83340
310-780-9009 bstevens@pininsulapacific.com ; mmmannettestevens@yahoo.com
Telephone bstevens@pininsulapacific.com ; mmmannettestevens@yahoo.com
Email bstevens@pininsulapacific.com ; mmmannettestevens@yahoo.com
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/23/2021
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Trustee 2/14/2022
Signature of new owner/claimant Title, if applicable Date
M Brent Stevens
Print name

Signature: [Signature] Trustee 2/14/2022
Signature of new owner/claimant Title, if applicable Date
M Annette DeFrank
Print name

Received by SG Date 2/22/22 For IDWR Office Use Only: Receipt No. 5039093 Receipt Amt. \$25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by [Signature] Date 3/1/22

Instrument # 275953
GOODING COUNTY, GOODING, IDAHO
12-23-2021 13:55:43 No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: \$15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

21439299

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made and executed by **Stephanie J. Hanchett**, as personal representative of the Estate of Doyt H. Simcoe, Deceased, hereinafter referred to as the "Grantor," to **M. Brent Stevens and M. Annette DeFrank**, as **Co-Trustees of the Stevens Living Trust**, dated **December 14, 2005**., hereinafter referred to as the "Grantee," whose mailing address is Post Office Box 5239, Ketchum ID 83340.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case Number CV42-21-1314, in Twin Falls County, Idaho;

THEREFORE, in accordance with the provisions of the Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor estate hereby quitclaims, transfers and conveys without warranty to Grantee all of the estate's interest in the following described real property in Gooding County, Idaho:

See Exhibit A attached hereto and incorporated hereby by reference

Commonly known as: RP07S13E274800; RP07S13E274950; and
RP07S13E275549

SUBJECT TO taxes and assessments for the year 2022 and all subsequent years, and SUBJECT TO any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to

any state of facts an accurate survey or inspection of the premises would show.

This property is being conveyed "AS IS, WHERE IS with all faults".

This transfer is exempt from the Idaho Property Condition Disclosure Act by virtue of Idaho Code § 55-2505(7).

This conveyance shall include any and all appurtenances, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

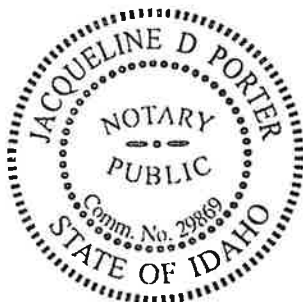
EXECUTED this 22 day of December, 2021.

THE ESTATE OF DOYT H. SIMCOE, DECEASED

By [Signature], PR
Stephanie J. Hanchett
Personal Representative

STATE OF IDAHO)
COUNTY OF TWIN FALLS) : ss.
ada

On this 22 day of December, 2021, before me the undersigned, a notary public for the State of Idaho, personally appeared Stephanie J. Hanchett, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as personal representative of THE ESTATE OF DOYT H. SIMCOE, DECEASED, and acknowledged to me that she executed the same as such personal representative.



[Signature]
Notary Public for Idaho
My Commission Expires on 4-9-24

PARCEL NO. 1

Lots 24, 39 and 40 of BUCKEYE RANCH SUBDIVISION, located in Section 27, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, according to the plat thereof, recorded October 10, 1918 in the Office of the County Recorder of said County.

PARCEL NO. 2

Lot 25 of BUCKEYE RANCH SUBDIVISION, located in Section 27, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, according to the plat thereof, recorded October 10, 1918 in the Office of the County Recorder of said County.

PARCEL NO. 3

Lot 38 and that portion of Lot 26 of BUCKEYE RANCH SUBDIVISION, located in Section 27, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, according to the plat thereof, recorded October 10, 1918 in the Office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot 26, also being the Southeast corner of Deed, recorded January 10, 1989 as Instrument No. 119145;

Thence in a North Easterly direction to a point on the North line of said Lot 26, which bears 820 feet East of the Northwest corner of Lot 27;

Thence East 502.4 feet, more or less, along the North Lot Line of Lot 26 to the Northeast corner of said Lot 26;

Thence South along the East line of said Lot 26 to the Southeast corner thereof;

Thence West 660.5 feet more or less along the South Lot line to THE POINT OF BEGINNING.

Instrument # 254463

GOODING, GOODING, IDAHO

4-4-2016 08:52:18 AM No. of Pages: 3

Recorded for : STEPHAN, KVANVIG, STONE & TRAINO

DENISE M. GILL

Fee: 16.00

Ex-Officio Recorder Deputy



PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made and executed by **DOYT H. SIMCOE**, as personal representative of THE ESTATE OF ROXIE J. SIMCOE, (aka Roxie Simcoe) DECEASED, hereinafter referred to as the "Grantor," to **DOYT H. SIMCOE**, hereinafter referred to as the "Grantee," whose mailing address is 562 Sunrise Blvd. N., Twin Falls, ID 83301.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case Number CV-2014-887, in Twin Falls County, Idaho;

THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor estate hereby quitclaims, transfers and conveys without warranty to Grantee all of the estate's interest in the following described real property in Gooding County, Idaho:

Lots 24, 25, 39 and 40 of BUCKEYE RANCH SUBDIVISION, located in Section 27, Township 7 South, Range 13, East of the Boise Meridian, Gooding County, Idaho, according to the plat thereof, recorded October 10, 1918 in the Office of the County Recorder of said County.

TOGETHER with 40 shares of Buckeye Ditch Company Water.

Lot 38 and that portion of Lot 26 of the Buckeye Ranch, according to the Official Plat on file in the County Recorder of Gooding County, State of Idaho, described as follows:

BEGINNING at the Southwest corner of said Lot 26, also being the Southeast corner of Deed, recorded January 10, 1989 as Instrument No. 119145;

Thence in a North Easterly direction to a point on the North line of said Lot 26, which bears 820 feet East of the Northwest corner of Lot 27;

Thence East 502.4 feet more or less, along the North Lot line of Lot 26 to the Northeast corner of said Lot 26;

Thence South, along the East line of said Lot 26 to the Southeast corner thereof;

Thence West 660.5 feet more or less along the South Lot line to the POINT OF BEGINNING.

TOGETHER with 37 inches of Buckeye Ditch water.

Commonly known as: RP07S13E274800A; RP07S13E274950A;
RP07S13E275549A

SUBJECT TO taxes and assessments for the year 2016 and all subsequent years, and SUBJECT TO any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This property is being conveyed "AS IS, WHERE IS with all faults".

This transfer is exempt from the Idaho Property Condition Disclosure Act by virtue of Idaho Code § 55-2505(7).

This conveyance shall include any and all appurtenances, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

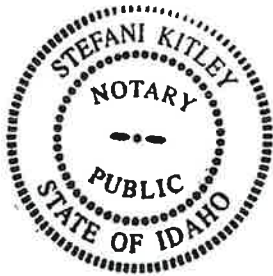
EXECUTED this 29th day of February, 2016.

THE ESTATE OF ROXIE J. SIMCOE, DECEASED

By Doyt H. Simcoe
Doyt H. Simcoe
Personal Representative

STATE OF IDAHO)
 : ss.
COUNTY OF TWIN FALLS)

On this 29th day of February, 2016, before me the undersigned, a notary public for the State of Idaho, personally appeared Doyt H. Simcoe, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as personal representative of THE ESTATE OF ROXIE J. SIMCOE, DECEASED, and acknowledged to me that he executed the same as such personal representative.



Stefani Kitley
Notary Public for Idaho
My Commission Expires on 8/17/2017

STEPHAN, KVANVIG, STONE & TRAINOR
Russell G. Kvanvig
P. O. Box 83
Twin Falls, Idaho 83303-0083
Telephone: 208-733-2721
Facsimile: 208-733-3619
E-Mail: sks&t@idaho-law.com
ISB #1847
19987.02/LT/kjm
Of Counsel for Personal Representative

DISTRICT COURT
TWIN FALLS CO. IDAHO
FILED

2014 FEB 27 PM 3:08

CLERK

DEPUTY

Instrument # 254462

GOODING, GOODING, IDAHO

4-4-2016 08:45:16 AM No. of Pages: 2

Recorded for : STEPHAN, KVANVIG, STONE & TRAINO

DENISE M. GILL

Fee: 13.00

Ex-Officio Recorder Deputy

COPY

ADA COUNTY RECORDER Christopher D. Rich

BOISE IDAHO Pgs=2 DAWN TRIVOLIS

STEPHAN KVANVIG STONE

2016-017620

03/03/2016 08:08 AM

AMOUNT: \$13.00



00199274201600176200020024

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

In the Matter of the Estate)

Case No. CV-2014-881

of ROXIE J. SIMCOE,)

LETTERS TESTAMENTARY

Deceased.)

I.C. § 15-3-103

1. DOYT H. SIMCOE was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent by the Court with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the personal representative.

WITNESS, my signature and the Seal of this Court, this

27 day of February, 2014.

TWIN FALLS COUNTY

Recorded for:

STEPHAN, KVANVIG, STON

3:59:44 PM 03-29-2016

2016-004800

No. Pages: 2 Fee: \$ 13.00

KRISTINA GLASCOCK

County Clerk

Deputy: DWRIGHT

LETTERS TESTAMENTARY - 1

MAGISTRATE JUDGE

61 CALVIN H. GAST

State of Idaho
County of Twin Falls,
I hereby certify the foregoing to be a full, true
and correct copy of the original on file in the
above entitled case.

KRISTINA GLASCOCK
CLERK OF THE DISTRICT COURT

By Linda Graham
COURT SERVICES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3 day of March, 2014, I served a true and correct copy of the Letters Testamentary to be served by the method indicated below and addressed to:

Russell G. Kvanvig
Stephan, Kvanvig, Stone &
Trainor
P. O. Box 83
Twin Falls, Idaho 83303-0083

☐ Hand Delivery
☐ U.S. Mail
☒ Court Folder

Shirley Johnson
Deputy Clerk

FIRST AMENDMENT TO THE
STEVENS LIVING TRUST

This FIRST AMENDMENT TO THE STEVENS LIVING TRUST ("First Amendment") is entered into between M. BRENT STEVENS, also known as MARTIN BRENT STEVENS, and MARIE ANNETTE DeFRANK, also known as M. ANNETTE STEVENS, MARIE ANNETTE STEVENS, and M. ANNETTE DeFRANK, ("Grantors") and M. BRENT STEVENS and MARIE ANNETTE DeFRANK ("Trustees"), with reference to the following facts:

A. On December 14, 2005, the Grantors and Trustees executed the Stevens Living Trust (the "Trust").

B. Pursuant to Paragraph 2.1 of the Trust, the Grantors reserved the right to amend the Trust during their joint lives.

C. The Grantors desire to amend the Trust as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. The first Paragraph of the Trust is hereby deleted in its entirety and the following is substituted in lieu thereof:

"THIS STEVENS LIVING TRUST (the "Trust" or "Trust Agreement") is entered into between M. BRENT STEVENS, also known as MARTIN BRENT STEVENS, and MARIE ANNETTE DeFRANK, also known as M. ANNETTE STEVENS, MARIE ANNETTE STEVENS, and M. ANNETTE DeFRANK, (hereinafter called "Grantor" or "Grantors") and M. BRENT STEVENS and MARIE ANNETTE DeFRANK (hereinafter called "Trustee" or "Trustees"), effective as of the date of execution."

2. Any reference in the Trust to M. ANNETTE STEVENS is hereby deleted and substituted with MARIE ANNETTE DeFRANK in lieu thereof.

3. Paragraph 11.1 of the Trust is hereby deleted in its entirety and the following is substituted in lieu thereof:

"11.1 Powers of Trustee Set Forth in This Article. To carry out the purposes of any Trust created pursuant to the terms of

this Trust Agreement and subject to any limitations stated elsewhere in this Trust Agreement, the Trustee is vested with the powers set forth in this Trust Agreement, including but not limited to those powers contained in this Article in addition to any now or hereafter conferred by law affecting any Trust created hereunder and the Trust Estate. In the event and to the extent that the terms of the prudent investor rule or the Uniform Prudent Investor Act broaden, restrict, conflict or contradict any of the terms of this Trust Agreement, then this Trust Agreement and not the prudent investor rule or the Uniform Prudent Investor Act shall apply. Any and all of the powers of the Trustee are subject to the fiduciary obligation of the Trustee to treat all beneficiaries hereunder equitably. In the event that Co-Trustees are serving as Trustee of any Trust created hereunder, the powers set forth in this Article shall be exercisable by any one of the Co-Trustees acting alone. Except as provided elsewhere in the Trust Agreement, the signatures of any one of the Co-Trustees shall be required to evidence the exercise of any trustee power."

4. Article 14.A is hereby added to the Trust as follows:

"ARTICLE 14.A

NO CONTEST CLAUSE

14.A.1 General. The Grantors have intentionally made no provision in this Trust Agreement for any heirs or relatives of the Grantors who are not herein mentioned or designated, and the Grantors generally and specifically have intentionally omitted to provide for every person claiming to be or who may be determined to be an heir-at-law of the Grantors, except as otherwise mentioned in this Trust Agreement. If any beneficiary, or any assignee or other successor in interest of a beneficiary (a 'Contesting Beneficiary') under a Protected Instrument (as defined in this Article), without Probable Cause (as defined in this Article), singularly or in combination with any other persons, directly or indirectly:

(a) engages in a Direct Contest (as defined in this Article);

(b) files a Pleading (as defined in this Article) in any court to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer; or

(c) files a Creditor's Claim (as defined in this Article) or prosecutes any action based upon it in a Grantor's probate estate or against the Trustee of any subtrust created under this Trust Agreement or against a beneficiary thereof;

then any share or interest in the Trust Estate and any subtrust created under this Trust Agreement, provided to or for the benefit of the Contesting Beneficiary, is revoked. In the event of such revocation, the revoked share or interest shall be disposed of as follows:

(1) if the Contesting Beneficiary is an individual, as though that Contesting Beneficiary had died without issue before becoming entitled to receive any income or any portion of the principal of such Trust; or

(2) if the Contesting Beneficiary is a charitable organization, to any one or more other charitable organizations which qualify for tax exemption under Section 2055(a) of the Internal Revenue Code and which meet the charitable intentions of the Grantors consistent with the provisions of this Trust Agreement (including, without limitation, any one or more of the charitable organizations named in this Trust Agreement which are not disqualified under this Article), as determined by the Trustee, in the Trustee's sole discretion.

The provisions of this Article shall not apply to any disclaimer by any person of any benefit under this Trust Agreement or under the Will of either Grantor.

14.A.2 No Contest Clause Definitions. For purposes of this Article, the following terms have the following meanings:

(a) 'Creditor's Claim' includes any action to enforce a contract to make a will, or an action asserting that a Grantor's property is liable to the claimant, other than a claim based on a debt incurred after the date of execution of this Trust Agreement or a claim for a Grantor's funeral expenses or last illness expenses.

(b) 'Direct Contest' means a Pleading filed in any court that includes an allegation that a Protected Instrument or one or more of its terms is invalid, based on one or more of the following grounds:

- (1) Forgery.
- (2) Lack of due execution.
- (3) Lack of capacity.
- (4) Menace, duress, fraud or undue influence.
- (5) Revocation of a will pursuant to Section 6120 of the California Probate Code (or any successor section), revocation of a trust pursuant to Section 15401 of the California Probate Code (or any successor section) or revocation of any instrument other than a will or trust pursuant to the procedure for revocation that is provided by statute or by the instrument.
- (6) Disqualification of a beneficiary under Section 6112 of the California Probate Code (or any successor section).

(c) 'Pleading' means a petition, complaint, cross complaint, objection, answer, response or claim.

(d) 'Probable Cause' exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

(e) 'Protected Instrument' means all of the following instruments:

- (1) this Trust Agreement and any and all subtrusts created under this Trust Agreement, and any amendments to this Trust Agreement;
- (2) any other revocable or irrevocable trust established by either or both Grantors, and any amendments to any of the foregoing Trusts;

(3) the Will of either or both Grantors or any codicil thereto;

(4) any designation of beneficiary executed by either or both Grantors with respect to any insurance policy, annuity, individual retirement account, qualified or non-qualified employee benefit plan, plan of deferred compensation or other assets passing outside this Trust Agreement or the Will of either or both Grantors;

(5) any written agreement between the Grantors defining or altering their property rights as married persons, whether entered into prior to, concurrently with or after marriage;

(6) any buy-sell agreements in which either or both Grantors is a party; or

(7) any family partnership agreements or limited liability company operating agreements in which either or both Grantors is, or was, a party.

14.A.3 Authorization of Trustee. The Grantors wish to discourage a contest of the beneficial and administrative terms of this Trust Agreement. Discouraging such a contest is an important trust purpose. The Trustee may use assets of the Trust Estate to pay attorneys and other agents and to pay other costs and expenses to resist and defend any contest of this Trust Agreement or any of its provisions, any amendment to this Trust Agreement or any of its provisions, even if the contest does not attack the validity of the Trust, but instead its dispositive or administrative provisions. In authorizing the Trustee to use assets of the Trust Estate for these purposes, the Grantors intend to override any fiduciary duty that might otherwise constrain the Trustee, including, but not limited to, the duty of loyalty, the duty of impartiality and the duty to avoid conflicts of interest.

14.A.4 Costs of Defenses Charged Against Contesting Beneficiary. If the Trustee is successful in defending any matter or action described in this Article, as reasonably determined by the Trustee, but the distributions and/or allocations of interests in the Trust Estate to the Contesting Beneficiary under this Trust Agreement and/or the Will of either or both Grantors are not forfeited, all of the costs of such defense may be charged against

the distributions and/or allocations of interests to the Contesting Beneficiary under this Trust Agreement and/or the Will of either or both Grantors, and all distributions and/or allocations of interests to the Contesting Beneficiary under this Trust Agreement and/or the Will of either or both Grantors may be reduced on a dollar-for-dollar basis by the aggregate net value as determined by the Trustee, of all real and personal property passing to or distributable to or for the benefit of the Contesting Beneficiary as a result of such matter or action, including, without limitation, assets of the Trust Estate or the probate estate of either or both Grantors, insurance proceeds, employee benefits and deferred compensation, all determined in the sole and absolute discretion of the Trustee, but only to the extent permitted by law. In making any settlement of such matter or action, the Trustee shall consider the foregoing provisions of this Article."

5. Paragraph 15.3 (titled "Incontestability"), Paragraph 15.4 (titled "Disinheritance for Assertion of Claims") and Paragraph 15.5 (titled "Costs of Defense Charged Against Contestant") of the Trust are hereby deleted in their entirety and nothing is substituted in their place.

6. Except as modified by this First Amendment, the provisions of the Trust shall remain in full force and effect.

7. This First Amendment shall be effective as of the date of execution.

Executed at Marshall Road, California, on November 1, 2014
Ketchikan, Alaska November 1, 2014

GRANTORS:

M. BRENT STEVENS

MARIE ANNETTE DeFRANK

thereunder. The foregoing First Amendment has been accepted by the Trustees

TRUSTEES

M. BRENT STEVENS

MARIE ANNETTE DeFRANK



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 01, 2022

STEVENS LIVING TRUST
PO BOX 5239
KETCHUM ID 83340-5299

Re: Change in Ownership for Water Right No(s): 36-3F

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note, the water right currently identifies Patrick D Brown as the attorney. If this is no longer correct, the Department can remove and/or update the attorney on the water right with your written authorization. Identifying an attorney on a water right is not required, but will ensure that they receive copies of any correspondence related to the water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Benny Walker
Senior Water Resource Agent,

Enclosure(s)

c: PATRICK D BROWN, Attorney
SUN VALLEY TITLE
WD 36A