

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 31 2020
Department of Water Resources
Eastern Region

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-494D	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13229	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bryan and Amber Daves

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Bryan Richard Daves

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

5647 W Ski View Drive
Mailing address

Locatello
City

ID 83204
State ZIP

208 760 9219
Telephone

Smyleedude@gmail.com
Email

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: Divorce finalized 3/13/2020 9:01am

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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.

SUPPORT DATA

29-494D

8. Signature: Bryan Daves

Signature of new owner/claimant

owner
Title, if applicable

8/25/2020
Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by JB

Date 8/31/20

Receipt No. E046242

Receipt Amt. \$25. -

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 _____

Date _____

Carol Tippi Jarman (ISB. No. 6371)
HAWLEY TROXELL ENNIS & HAWLEY LLP
412 West Center, Suite 2000
Pocatello, Idaho 83204
Telephone: 208-233-2001
Facsimile: 208-232-0150
Email: tjarman@hawleytroxell.com

Attorneys for Petitioner AMBER MARIE DONYES

STATE OF IDAHO } 55
COUNTY OF BANNOCK

I hereby certify the foregoing is a full, true and
correct copy of an instrument as the same now
remains on file and of record in my office.
WITNESS my hand and official seal hereto affixed

DATED Signed: 3/13/2020 09:03 AM

Jason _____ of the _____ District Court
By L. U. G.
Deputy



**IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK
MAGISTRATE DIVISION**

AMBER MARJE DONYES,

Petitioner,

vs.

BRYAN RICHARD DONYES,

Respondent.

Case No. CV03-19-04722

**JUDGMENT AND DECREE OF
DIVORCE**

JUDGMENT IS ENTERED AS FOLLOWS:

1. The Petitioner is granted an absolute divorce from the Respondent on the grounds of irreconcilable differences as provided by Idaho Code § 32-616.
2. The parties are awarded joint legal and joint physical custody of their minor child; namely, P.B.D. born April 6, 2017. Physical custody shall be shared as the parties may agree. In the event that the parties do not agree, then the parties shall rotate having the child, with Mother having the child on a 2/2/3 split; namely; Mondays-Tuesdays (Mother), Wednesdays-Thursdays (Father), Fridays-Sundays (Mother), then swapping the following week, Mondays-Tuesdays

(Father), Wednesdays-Thursdays (Mother), Fridays-Sundays (Father), and continuing this same rotation back and forth.

The parties shall each be entitled to two weeks of uninterrupted summer vacation upon giving the other parent at least two weeks notice of when they intend to exercise said vacation time. Holidays and associated weekends shall be rotated by the parties according to the schedule outlined below. Unless specified otherwise, visitation on holidays or school breaks shall include the weekend and shall start on the day that school is out at 6:00 p.m. and continue until the day before school starts again. Holiday visitation is to take precedence over the regular visitation schedule. In the event of a conflict in scheduling, the Mother shall have scheduling priority in odd numbered years and the Father shall have scheduling priority in even numbered years.

HOLIDAY:.	ODDY YEARS	EVEN YEARS
Spring Break	Mother	Father
Easter weekend	Father	Mother
Memorial Day weekend	Mother	Father
Fourth of July ²	Father	Mother
Labor Day weekend	Mother	Father
Thanksgiving break	Father	Mother
1 st half Christmas break including Christmas day ³	Mother	Father
2 nd half Christmas break ⁴ including New Year's Day	Father	Mother
Mother's Day weekend	Mother	Mother

¹ This shall be defined as the Spring Break in the school district where the child is attending. Until such time as the child begins school, this shall be defined as the Spring Break in Pocatello Joint School District 25,

² This shall be defined as July 3rd at 6 p.m. and continuing through July 5th at 10 a.m.

³ This shall be defined as the Christmas Break in the school district where the child is attending. Until such time as the child begins school, this shall be defined as the Christmas in Pocatello Joint School District 25, Visitation shall begin at 6 p.m. on the day school recesses for the break until 6 p.m. on the day mid-way through the break.

⁴ This shall be defined as the Christmas Break in the school district where the child is attending. Until such time as the child begins school, this shall be defined as the Christmas in Pocatello Joint School District 25, Visitation shall begin at 6 p.m. on the mid-way day through the break continuing through 6 p.m. the day before schools begins.

HOLIDAY	ODD YEARS	EVEN YEARS
Father's Day weekend	Father	Father

3. In the event either parent is away from the child for more than four (4) hours, overnight, or after 10:00 p.m. during his/her custodial time, the non-custodial parent shall be the first-choice care provider for the child.

4. Either party shall have the right to request that the other party submit to drug and/or alcohol testing prior to taking the child for his/her parenting time. The test shall be paid for by the requesting party. If the test result is positive for nonprescription drugs or for alcohol, that party's parenting time shall be suspended until that party is able to provide a clean test. The testing party shall reimburse the requesting party for the cost of the positive test. If a party's parenting time is suspended three (3) times for confirmation of a positive drug or alcohol test, further parenting time hereunder shall be terminated until further agreed by the parties or until ordered to resume in some fashion by the Court.

5. At all times when the parties have custody or visitation with the child, the following required parental conduct is expected by the Court:

a. Direct Communication: The parents shall not use the child as a messenger or make him feel responsible for any misunderstandings which may arise between the parents. Communications between the parties should be limited, to the extent absolutely possible, to the child and ensuring his reasonable care and needs.

b. Care: While the child is in the physical custody of either parent, that person shall provide the child with: (1) regular and nutritious food, (2) clean and appropriate clothing, (3)

sanitary and reasonably private living and sleeping quarters, (4) appropriate medical examinations and treatment, and (5) guidance and counseling in worldly and spiritual matters.

c. Supervision: While the child is in the physical custody of either parent, that person shall personally supervise and control the conduct and activities of the child except when they are at school or in known or usual recreational activities, or in the immediate care of another competent person.

d. Restraints: The parents, and any other persons under their direction and control, shall not do, attempt, or threaten any act to injure, mistreat, vilify, malign, defame, or molest the other parent, the child, or any person lawfully supervising the child. Nor shall either parent attempt, or condone an attempt, directly or indirectly by any artifice or subterfuge whatsoever, to estrange the minor child from the other party, or to injure or impair their love and affection for the other parent.

e. Communication: During separations from the child, each party shall maintain frequent contact with the child by phone, letter, postcards, video, electronically or audio tapes. Each parent shall respect the child's rights to privacy to such communication. The parties shall encourage the child to communicate with the other parent. Each party shall inform the other parent of the address and telephone number where the child can be reached anytime they are away from home for more than 24 hours. Each party shall provide the other parent with their current address and telephone number to allow the parties to communicate with and about the child.

f. Each party shall take responsibility for communicating with the child's schools, to remain informed and to attend conferences with the child's teachers and counselors. Each party shall authorize the child's schools to release any and all information to either parent.

g. Neither parent shall discuss financial issues regarding child support with the child.

h. Neither parent shall interrogate the child regarding the other parent's activities.

i. Each parent shall be required to refrain from all use of illegal drugs at all times and from the excessive use of alcohol while the child is in their custody or control, and shall ensure that no other person uses illegal drugs or excessively uses alcohol in the home while the child is present. Each parent shall also be required to refrain from operating a vehicle if they are impaired by alcohol or drugs when the child is in the vehicle. This restraint is in addition to that outlined in Paragraph 8 above.

j. When caring for the child each parent shall require the child to obey and respect the child's teachers and the law.

k. Each parent shall require the child to attend all regular sessions of school until graduation, unless excused for medical reasons, the school, the court or both parents.

L Each party shall ensure the child is provided with a child safety restraint applicable to the age of the child as required by law.

m. The child shall be ready and promptly available for all custody exchanges. The child shall be exchanged with sufficient clean clothing appropriate for ordinary activities. Each party shall arrive on time (no more than 10 minutes early or late) to exchange the child, and shall deliver the child's personal belongings at the same time the parties exchange the child. Each party shall assist the child to remember to take the personal belongings and school supplies they

need. When the child leaves one parent's home that parent shall ensure the child leaves with all the belongings they arrived with including any toys, clothing, or school books and supplies.

6. Child support shall be payable by Bryan (Respondent) to Amber (.Petitioner), in the amount of **\$509.00 per month**, commencing December 1, 2019, and continuing each month thereafter, until the minor child reaches the age of eighteen or emancipates or as otherwise ordered by the Court based upon the calculations attached hereto and the Idaho Child Support Guidelines. Said child support should be paid on or before the 1st of each month through the Department of Health and Welfare, Idaho Child Support Receipting Services, P.O. Box 70008, Boise, Idaho 83707-0108. The support order may be enforced by automatic and immediate income withholding pursuant to Title 32, Chapter 12, Idaho Code:

NOTICE OF AUTOMATIC AND IMMEDIATE INCOME WITHHOLDING

This support order is enforceable by automatic and immediate income withholding as of the effective date of this order under Chapter 12, Title 32, Idaho Code. This automatic and immediate income withholding order should be issued by the Department of Health and Welfare to your employer or other person who pays your income, without additional notice to you. It is not necessary for the obligee (to whom the Child Support is owed) to apply for support enforcement services under Title IV-D of the Social Security Act (42 U.S.C. §651 et seq.) to obtain enforcement of this support order by means of income withholding.

7. Amber (Petitioner) shall provide health insurance for the minor child so long as it is available through her employment or at a reasonable cost. Any claimed health care expense for the minor child (whether denominated as psychiatric, psychological, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, which would result in an actual out-of-pocket expense to the parent who did not incur consent to the expense over \$500, must be approved in advance, in

writing, by both parties or by prior court order. Relief may be granted by the Court for failure to comply under extraordinary circumstances, and the Court in its discretion can apportion the incurred.

8. The sharing of uninsured/uncovered medical expenses, work-related child care expenses, transportation expenses, and school expenses, shall be shared *pro rata* by the parties, based upon their respective incomes; namely, (32% Petitioner/68% Respondent). Such payments for these other expenses shall be in addition to child support and shall be paid directly between the parties within thirty (30) days of receipt of proof of the expense.

9. The parties shall file their tax returns for 2019 as recommended by their tax preparer, and shall share any refunds or obligations incidental thereto as recommended by that tax preparer. The parties shall file their tax returns for 2020, and each be entitled to their own refunds or responsible for their own obligations incidental thereto. Bryan (Respondent) shall be entitled to claim the minor child as a dependent on his income tax returns for 2020 and all subsequent years unless modified by the Court.

10. All property acquired by each of the parties prior to the marriage or acquired by a party after the marriage, by way of gift or devise, including but not limited to the jewelry, family heirlooms, 2 beds and dresser, and G.G. Grandma dishes awarded to Amber (Petitioner), and family heirlooms and dishes as well as bed awarded to Bryan (Respondent), shall be the sole and separate property of the party having so acquired or received said property, free and clear of any claims of the other party. All debt acquired by each of the parties prior to the marriage, or subsequent to the marriage in that party's sole name, or since the parties' separated, shall remain the incurring party's separate debt.

11. Community property and community debt of the parties shall be allocated to them as follows:

ASSET	AMBER	BRYAN
Home located at 362 Fillmore, subject to the debt thereon*	X	
Home located at 5647 Ski View, subject to the debt thereon*		X
Business, assets, and liabilities of Bryan Donyes d/b/a/ Smylie D's*		X
2012 Nissan Rogue, subject to the debt thereon*	X	
NASH Camp trailer, subject to the debt thereon, if any	X	
Big TV and TV stand, along with DVD player	X	
9mm Handgun	X	
Edward Jones 401k-his* a QDRO shall be entered dividing this account	½	½
1 Four wheeler	X	
3 Four wheelers		X
1 Fishing boat		X
2 TVs		X
All other guns		X
His personal property items		X
Her personal property items	X	
His checking and savings accounts at Westmark Credit Union and Citizens Community Bank		X
Her checking and savings accounts at Bank of Idaho	X	
IVY Investments	X	
His grandmother's antiques		X
2014 Chevrolet truck, subject to the debt thereon*		X
2 antique bed frames	X	
1 bed set	X	
1 antique dresser with mirror	X	
1 geeter hang up	X	
1 DVD player		X
Nintendo consoles		X
Dining room table		X
Computer desktop and laptop		X
Ammunition		X
All mechanics tools and miscellaneous tools		X

ASSET	AMBER	BRYAN
Stereo machine		X
Patrick's bed and crib		X
Bed frame w/o mattress		X
Household appliances, kitchen utensils, and miscellaneous personal effects/decor in Ski View Home		X
Household appliances, kitchen utensils, and miscellaneous personal effects/decor in Filhnore Home	X	
Sporting equipment	½	½
Tin collection		X
Samurai sword		X

* Bryan (Respondent) shall sign a quitclaim deed granting Amber (Petitioner) any and all interest that he has, or may have, in this home within ten (10) days of execution of the parties' Settlement Agreement. Bryan shall use his best efforts, within no more than six (6) months of execution of the parties' Settlement Agreement, to refinance the mortgage to release Amber from the debt.

* Amber (Petitioner) shall sign a quitclaim deed granting Bryan (Respondent) any and all interest that she has, or may have, in this home within ten (10) days of execution of the parties' Settlement Agreement. Amber shall use her best efforts, within no more than six (6) months of execution of the parties' Settlement Agreement, to refinance the mortgage to release Bryan from the debt.

* Bryan (Respondent) shall sign and file any documents necessary to remove Amber (Petitioner) from the business, Bryan Donyes d/b/a/ Smylie D's, and release her from any and all liabilities for debts or obligations of the business, including but not

limited to the loan owing to Citizen's Community Bank in the approximate amount of \$122,000, within ninety (90) days of execution of the parties' Settlement Agreement.

12. In addition to any debts discussed in Paragraph 11, any debts incurred by either party following separation shall be the sole and separate debt of the incurring party. The party being allocated debts described herein shall assume, timely pay, and indemnify and forever hold the other party harmless from said debts. In addition to those debts and obligations specified in paragraph 11 above, the parties' community debts shall be allocated as follows:

DEBT	AMBER	BRYAN
Her credit cards	X	
His credit cards		X
Brand source debt		X
Victoria Secret	X	
CBNA	X	
SYNCB (clothes)	X	

13. Each party shall bear their own attorney's fees and costs incurred herein.

DATED: 31_11_2020 03:39 PM


The Honorable STEVEN A. THOMSEN

Approved as to Form and Content

Bv:

CLERK'S CERTIFICATE

Signed: 3/13/2020 09:01 AM

I HEREBY CERTIFY that on the day of March, 2020, I served a true and correct copy of the above and foregoing document to the following person(s) as follows:

Mark R. Petersen
SNAKE RIVER LAW PLLC
1156 East Center
Pocatello, Idaho 83201

☐ U.S. Mail
Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☐ Email- mark@snakeriverlaw.com

Carol Tippi Jarman
HAWLEY TROXELLENIS
& HAWLEY, LLP
412 West Center, Suite 2000
Pocatello, Idaho 83204

☐ U.S. Mail
Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☐ Email- tjarman@hawleytroxell.com


Clerk



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

September 9, 2021

BRYAN DONYES
5647 W SKI VIEW DR
POCATELLO ID 83204

RE: Change in Ownership Water Right No. 29-494D and 29-13229

Dear Sir/Madam:

The Idaho Department of Water Resources acknowledges receipt of Notice of Change in Water Right Ownership.

Our review indicated that additional information/fees is required in order to complete your application. On September 1, 2020 (copy enclosed) the department contacted you for additional information/filing fees. As of the date of this letter, the department has not received the additional filing fees.

The Department is returning your application and attachments unprocessed (copies of the application will be kept on file for informational purposes only). A refund of \$25.00 has been requested and will be mailed under a separate cover from the Idaho State Controller's Office.

You may re-submit your request with the appropriate documents and fees.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Barg, Jonie

From: Barg, Jonie
Sent: Thursday, September 9, 2021 9:30 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(3)

Good afternoon!!

I have a refund request as follows:

Receipt number: E046242
Amount: \$25.00
Payable to: BRYAN DONYES
5647 W SKI VIEW DR
POCATELLO ID 83204

Reason: Department requested additional information (multiple requests) and fees for an ownership change. The information was not received and the application is being returned unprocessed. Therefore the applicant is entitled to a full refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 1, 2020

BRYAN DONYES
5647 W SKI VIEW DR
POCATELLO ID 83204

RE: Change in Ownership Water Right No. 29-494D and 29-13229

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Filing Fee** of \$25 **per** water right, because there are 2 water rights associated with this property \$50.00 is required. The department already received \$25.00, therefore an additional \$25.00 is required.

**** **Evidence of Water Right Ownership:** copy of Deed, Title Policy or other legal document indicating your ownership of the property and/or water rights in question. Please supply a copy of the 'recorded' Quit Claim Deed from Amber Donyes as referenced on page 9 of the divorce decree the department received

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist 1

SCANNED

SEP 01 2020