

COPY

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DEC 09 2019

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESWATER RESOURCES  
WESTERN 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?
67-7535	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
↳ cancelled	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: David C. Springer  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jeffery Duane Springer & Lili Ann Springer  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1956 Widner Rd Midvale ID 83645  
Mailing address City State ZIP
- 208-550-2474  
Telephone 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: Nov. 8, 2019

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):
- 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.

SUPPORT DATA

IN FILE # 67-2324

8. Signature: X Jeffery Springer Owner 11-20-19  
Signature of new owner/claimant Title, if applicable Date
- Signature: X Lili Springer  11-20-19  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by VT Date 12/09/19 Receipt No. W047814 Receipt Amt. \$500

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

Refund Requested  
05/07/2020 -LE

COPY

STATE 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-2324	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
Cancelled	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: David C. Springer & Peggy D. Springer  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jeffery Duane Springer & Lili Ann Springer  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1956 Widner Rd Midvale ID 83645  
Mailing address City State ZIP
- 208-550-2474  
Telephone 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: Nov. 8, 2019
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):  
     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: Jeffery Duane Springer owner 10-20-19  
Signature of new owner/claimant Title, if applicable Date
- Signature: Lili Ann Springer  11-20-19  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Receipt Amt. \_\_\_\_\_

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 \_\_\_\_\_

COPY

After Recording Return To:  
Pacific Intermountain Mortgage Co.  
1915 1<sup>st</sup> Street  
Baker City, OR 97814

**MALHEUR FEDERAL CREDIT UNION**

Mortgagor(s):  
JEFFERY DUANE SPRINGER aka JEFF D. SPRINGER  
LILI ANN SPRINGER aka LILI A. SPRINGER  
1956 WIDNER ROAD  
MIDVALE, ID 83645

Mortgagee(s):  
Malheur Federal Credit Union  
c/o Pacific Intermountain Mortgage Co.  
1915 1<sup>st</sup> Street  
Baker City, Oregon 97814

**REAL ESTATE MORTGAGE**

THIS MORTGAGE is made and entered into by Jeffery Duane Springer aka Jeff D. Springer and Lili Ann Springer aka Lili A. Springer, husband and wife, at Midvale, Idaho, herein called mortgagor, and Malheur Federal Credit Union, c/o Pacific Intermountain Mortgage Company, 1915 1<sup>st</sup> Street, Baker City, Oregon, herein called mortgagee.

Mortgagors in consideration of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) paid to mortgagor does hereby grant, bargain, sell and convey unto Malheur Federal Credit Union, mortgagee and mortgagee's successors and assigns, that real property situated in Washington County, State of Idaho, described on Exhibit "A", and the Water Rights and Irrigation Equipment described on Exhibit "A-1", attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon the premises at the time of the execution of the mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the premises with the appurtenances unto mortgagee and mortgagee's personal representative, successors and assigns forever.

This mortgage is intended to secure the payment of a promissory note dated November 6, 2019, in the principal amount of \$850,000.00 with the due date of the final installment being October 1, 2044.

The mortgagor warrants that the proceeds of the loan represented by the Note and this mortgage are (line out whichever is not applicable):

- (a) ~~primarily for mortgagor's personal, family or household purposes, or~~
- (b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.



This mortgage is further conditional upon the faithful observance by the mortgagor of the following Articles of covenants hereby expressly entered into by the mortgagor, to-wit:

#### ARTICLE I

MORTGAGOR FURTHER AGREES THAT THE LOAN SECURED BY THIS INSTRUMENT WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

#### ARTICLE II

HAZARDOUS SUBSTANCES: Notwithstanding any provision in the Mortgage or any other Loan Document, the provisions of this Article shall not be secured by the Mortgage and shall survive termination of this Mortgage, repayment of the Loan, and foreclosure of the Mortgage or similar proceedings.

(1) Definition of Hazardous Substances: For purposes of this Agreement, a "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as "toxic", "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

(2) Indemnity regarding Hazardous Substances: Mortgagor agrees to indemnify, defend with counsel acceptable to Lender, and hold Lender, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, damages (including foreseeable fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Substance in or around any part of the Properties or in the soil or groundwater under the Properties, including (a) any expenses incurred in connection with any reasonably necessary investigation of site conditions or any clean-up, remedial, removal or restoration work, and (b) any resulting damages or injuries to the person or property of any third parties or to any natural resources. In addition, Mortgagor shall similarly indemnify, defend and hold harmless any persons purchasing the Properties through a foreclosure sale or following a foreclosure sale, and any persons purchasing the Loan or any portion of or interest in it.

(3) Representation and Warranty: Before signing this Agreement, Mortgagor researched and inquired into the previous, current and contemplated uses and ownership of the Properties. Based on that due diligence, Mortgagor represents and warrants that, to the best of his knowledge, no Hazardous Substance has been or will be disposed of, released onto or otherwise exists in, on, or under the Properties, except as Mortgagor has disclosed to Lender in writing.

(4) Compliance with Law; Notices: Mortgagor has complied, and shall comply and cause all occupants of the Properties to comply, with all laws, regulations and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert. Mortgagor shall promptly notify Lender if he/she/they know(s) or suspects there may be any Hazardous Substance in or around the Properties, or in the soil or groundwater under the Properties, or if any action or investigation by any governmental agency or third party pertaining to Hazardous Substances is pending or threatened.

(5) Site Visits: Mortgagor shall allow Lender access to the Properties at any reasonable time for the purposes of performing an appraisal, inspecting the Properties, taking soil or groundwater samples, and conducting tests, among other things, to investigate for the presence of Hazardous Substances, as defined in Article V. Such appraisals, inspections and audits shall be at the Lender's expense except if Lender performs such appraisals, inspections or audits after the occurrence of an Event of a Default as in hereinafter defined. Lender is under no duty to visit or observe the Properties. Any site visit, observation or examination by Lender shall be solely for the purpose of protecting Lender's security and preserving Lender's rights under the Loan Documents.

Lender owes no duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any adverse condition affecting the Properties, including any defects in the design or construction of any improvements on the Properties or the presence of any Hazardous Substances on the Properties.

#### ARTICLE III

(1) Mortgagor is lawfully seized of the premises and now has a valid and unencumbered fee simple title thereto, except easements and rights of way of record and mortgagor will warrant and defend said title against the claims and demands of all persons.

(2) Mortgagor will pay the promissory note(s) and all installments of interest thereon promptly as the same become due, according to the tenor of the notes(s). The final due date for payment of principal and interest of the promissory note is October 1, 2044.

(3) So long as this mortgage remains in force, mortgagor will pay all taxes, assessments, and other charges of every nature levied or assessed upon or against the premises when due and payable, according to law, and before the same becomes delinquent, and will also pay all taxes levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other encumbrances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior to the lien of this mortgage.

(4) Mortgagor will keep the improvements (including but not limited to the dwelling, other outbuildings, fences, attached irrigation equipment) erected on the premises in good order and repair and will not commit or suffer any waste on the premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements in pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee and will pay for filing the same in the proper public office(s), as well as the cost of any lien search made by filing officers or searching agencies as may be deemed desirable by the mortgagee. Mortgagor will not make any changes in or alterations to the improvements on the mortgaged premises which will materially decrease the value of the same.

(5) This mortgage covers all water rights and ditch rights and mortgagor agrees that mortgagor will put to beneficial use all waters and maintain said water rights and not allow any water rights to be abandoned.

(6) Mortgagor agrees that mortgagee or its agents, successors or assigns and their agents may at all reasonable times inspect the property to ascertain whether the covenants and agreements contained herein are being performed. Said inspections will be on at least an annual basis.

(7) So long as this mortgage shall remain in force, mortgagor will keep the buildings now erected, or any which may hereafter be erected on the premises, insured against loss or damage by fire, with extended coverage, to the extent of the contributory value on the primary dwelling and the remaining outbuildings in some company or companies acceptable to the mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to the mortgagee.

(8) WARNING: Unless mortgagor provides mortgagee with evidence of insurance coverage as required by the contract or loan agreement between them, mortgagee may purchase insurance and mortgagor's expense to protect mortgagee's interest. This insurance may, but need not, also protect mortgagor's interest. If the collateral becomes damaged, the coverage purchased by mortgagee may not pay any claim made by or against mortgagor. Mortgagor may later cancel the coverage by providing evidence that mortgagor has obtained property coverage elsewhere. Mortgagor is responsible for the cost of any insurance coverage purchased by mortgagee, which cost may be added to mortgagor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date mortgagor's prior coverage lapsed or the date mortgagor failed to provide proof of coverage. The coverage mortgagee purchases may be considerably more expensive than insurance mortgagor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

NOW THEREFORE, if the mortgagor shall pay the promissory note(s) and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise it shall remain in full force and virtue as a mortgage to secure the payment of the promissory note(s) in accordance with the terms thereof and the performance of the covenants and agreements herein contained. Any failure to make any of the payments provided for in the note(s) or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on the note(s), or unpaid thereon or on this mortgage, at once due and payable, and this mortgage by reason thereof may be foreclosed at any time thereafter. If the mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same. Any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the same rate as the note(s) without waiver, however, of any right arising from breach of any of the covenants herein. Time is of the essence with respect to all sums due hereunder, and the promissory note(s).

In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holder of the mortgage, without respect to the condition of the property, appoint a receiver to collect the rents and profits arising out of the premises and direct the receiver to apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership, including a reasonable charge for attorney fees.

In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and disbursements and costs of title report(s) and/or title search. If any appeal is taken from any judgement or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgement or decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of, and bind the personal representatives, successor and/or assigns of the mortgagor and of the mortgagee respectively.

In construing this mortgage and related note(s), it is understood that the mortgagor or mortgagee may be more than one person. If the context so requires, the singular shall be taken to mean and include the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

All covenants and provisions of this mortgage shall bind the successors and assigns of mortgagor and shall inure to the benefit of successors and assigns of mortgagee, provided however mortgagor understands that a sale or other transfer of the mortgaged premises or any part thereof, without prior written consent of mortgagee, shall constitute a default of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument. If the mortgagor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

  
JEFFERY DUANE SPRINGER aka JEFF D. SPRINGER

  
LILI ANN SPRINGER aka L L F. SPRINGER

STATE OF IDAHO  
County of Washington

On this 1 day of November, 2019, before me, a Notary Public in and for the said State, personally appeared Jeffery Duane Springer aka Jeff D. Springer and Lili Ann Springer aka Lili Springer, husband and wife, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me they executed the same.

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

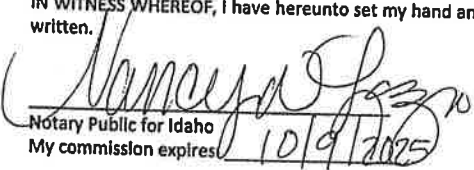
  
Notary Public for Idaho  
My commission expires 10/9/2025



EXHIBIT 'A'

PARCEL I:

In Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 34: E1/2NE1/4, E1/2SE1/4, All that part of the W1/2NE1/4 and NW1/4SE1/4 lying easterly of the right-of way of the county road known as Old Highway Road, SAVE AND EXCEPT that portion conveyed to Washington County in Deed recorded May 11, 1998 as Instrument No. 172839 and March 29, 2000 as Instrument No. 179187.

Section 35: W1/2NW1/4, SW1/4, and SW1/4SE1/4 SAVE AND EXCEPT that portion conveyed to Washington County in Deed recorded March 29, 2000 as Instrument No. 179187.

PARCEL II:

In Township 12 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 5: W1/2SW1/4, Lot 4;  
Section 6: S1/2NE1/4, SE1/4, Lots 1 and 2;  
Section 7: NW1/4NE1/4;

In Township 13 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 31: S1/2SE1/4;  
Section 32: SW1/4SW1/4.

PARCEL III:

In Township 14 North, Range 3 West of the Boise Meridian, Washington County, Idaho:



Section 34: SW1/4SE1/4, S1/2SW1/4;

In Township 13 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 3: Lots 3 and 4;

SAVE AND EXCEPT a parcel of land situated within said Government Lots 3 and 4, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of Government Lot 4 of Section 3, T.13N., R.3W., B.M.;

Thence N 89°34'32" E, a distance of 1151.27 feet along the South line of said Government Lot 4 to the TRUE POINT OF BEGINNING;

Thence N 1°58'36" E, a distance of 221.15 feet;

Thence N 89°34'32" E, parallel to the South line of said Government Lot 4 and Government Lot 3 of said Section 3, a distance of 192.51 feet to a point within said Government Lot 3;

Thence S 0°25'28" E, a distance of 220.96 feet to a point on the South line of said Government Lot 3;

Thence S 89°34'32" W, a distance of 201.78 feet along the South line of said Government Lots 3 and 4 to the TRUE POINT OF BEGINNING.

---

**EXHIBIT "A-1"**

**WATER RIGHTS  
Springer**

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

Water Right #67-2324 as assessed by the State of Idaho Dept. of Water Resources  
Water Right #67-7535 as assessed by the State of Idaho Dept. of Water Resources  
6 shares of water from the Midvale Valley Ditch Co.



PACIFIC  
INTERMOUNTAIN  
MORTGAGE COMPANY

November 12, 2019

RECEIVED

DEC 09 2019

WATER RESOURCES  
WESTERN REGION

IDWR Western Region  
2735 Airport Way  
Boise, ID 83705-5082

Dear IDWR:

Enclosed is two State of Idaho Department of Water Resources Notice of Change in Water Right Ownership, a copy of the water right maps, a copy of the signed mortgage and a check in the amount of \$50 for the transfer fee.

If there is anything else you need from me please contact me at the phone number or email address below.

Thank you,

Kim Hite

1915 1<sup>st</sup> Street, Baker City, OR 97814 • (541) 523-4079 Phone • (541) 523-8854 Fax  
E-mail: [office@pacificim.net](mailto:office@pacificim.net)

**LONG TERM FARM & RANCH REAL ESTATE LOANS**



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

January 15, 2020

JEFFERY D SPRINGER  
LILI A SPRINGER  
1956 WIDNER RD  
MIDVALE ID 83645

**RE: Water Right Change in Ownership No(s): 67-7535, 67-2324**

Dear Interested Parties:

The Department of Water Resources (Western) acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

\_\_\_\_\_ Evidence of Water Right Ownership: copy of Deed indicating your ownership of the property and/or water rights in question including a legal description of the property.

During our review of the documentation you submitted we found that only a mortgage was given to show ownership going to Jeffery Duane Springer and Lili Ann Springer. This type of document is invalid proof of ownership of the land, and a deed such as a warrant / deed including a legal description of the property location is required to show ownership of the land and water right.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days (02/15/2020) we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 334-2190.

Sincerely,

Kensie Thorneycroft  
Administrative Assistant

## Evans, Lynne

---

**From:** Evans, Lynne  
**Sent:** Thursday, May 7, 2020 12:47 PM  
**To:** IdwrPayable  
**Subject:** Refund - Springer

TO: Sascha Marston, Treva Pline

FROM: Lynne Evans

DATE: May 7, 2020

**RE: Refund: Change in Water Right Ownership**

Please refund \$50. Jeffery & Lili Springer submitted a change in ownership, but did not provide the necessary deeds for processing.

**Please issue a refund of \$50 to:**

PACIFIC INTERMOUNTAIN MORTGAGE CO  
1915 1ST ST  
BAKER CITY OR 97814

RECEIPT #

W047914

**Lynne Evans** | Office Specialist II  
IDWR-Western Region  
2735 W Airport Way, Boise ID 83705  
(208) 334-2190 | [lynne.evans@idwr.idaho.gov](mailto:lynne.evans@idwr.idaho.gov)





State of Idaho

## DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

May 08, 2020

JEFFERY D & LILI A SPRINGER  
1956 WIDNER RD  
MIDVALE ID 83645-5342

**RE: Change in Ownership for Water Right No(s): 67-2324, 67-7535**

Dear Interested Parties:

The Idaho Department of Water Resources (Western) received a Notice of Change in Water Right Ownership from you on December 9, 2019 for the above referenced water rights. The Notice could not be processed because the mortgage documents submitted were found to be insufficient evidence of ownership.

On January 15, 2020, the Department requested additional evidence of ownership from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$50 has been requested and will be mailed to Pacific Intermountain Mortgage Co. under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact our office at (208) 334-2190.

Sincerely,

Lynne Evans  
Office Specialist II

Enclosures