

M E M O R A N D U M

Date: March 5, 2019
To: Water Right Files 63-32330, 63-34688, & 63-34687
From: Cody Parker
Re: Ownership Change Processed Prior to Transfer No. 82961

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was not received nor required. Ownership change processed prior to transfer resulting in a split of the original parent right into three parts. The new child portions had to be split into separate rights due to the names listed on the two separate warranty deeds. The right was split as follows:

WR 63-32330 to:

63-34687 (Tara Rose-Carter)

63-34688 (Jon Carter And/Or Tera Rose-Carter)

63-32330 (Victor, Montierth, and Meyers), etc.

Transfer no. 82961 will affect WR 63-34687 & 63-34688. The transfer applicant was not required to amend the transfer application form.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JAN 16 2019

WATER RESOURCES
WESTERN REGION

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?
63-32330	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: Several see attached report
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jon Carter And/Or Tera-Rose Carter
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 14284 Lewis Ln Nampa ID 83686
Mailing address City State ZIP
208-965-9552 joncarterwork@yahoo.com
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: April 10, 2017
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 # 63-32330

8. Signature: [Signature] 1-16-19
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. W046726 Receipt Amt. \$100
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 CP Date 3-5-19



Order Number: 17299162

2017-041325	
RECORDED	
09/25/2017 12:20 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=1 SDUPUIS	\$15.00
TYPE: DEED	
TITLEONE BOISE	
ELECTRONICALLY RECORDED	

Warranty Deed

For value received,

Mark Stuart Gardner, a single man

the grantor, does hereby grant, bargain, sell, and convey unto

Jonathan C. Carter and Tara R. Rose, husband and wife

whose current address is 14284 Lewis Lane Nampa, ID 83686

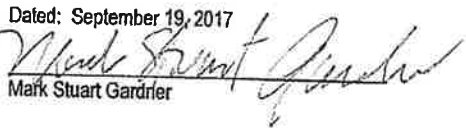
the grantee, the following described premises, in Canyon County, Idaho, to wit:

A portion of the Southeast quarter of Section 10, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and running
South 89°55'10" West 956.64 feet along the Southerly boundary of said Section 10 to the True Point of Beginning; thence continuing
South 89°55'10" West 363.00 feet along said Southerly boundary of Section 10 to a point; thence at right angles and bearing
North 0°04'50" West 1200.00 feet to a 5/8 inch iron; thence
North 89°55'10" East 363.00 feet to a 5/8 inch iron; thence
South 0°04'50" East 1200.00 feet to the Point of Beginning.

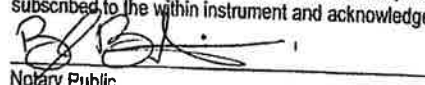
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: September 19, 2017


Mark Stuart Gardner

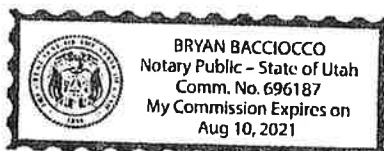
State of Utah
County of Washington

On this 22nd day of September in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Stuart Gardner, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public

Residing In: State of Utah

My Commission Expires: 08/10/2021
(seal)





TitleOne
a title & escrow co.

Order Number: 17288062

Warranty Deed

For value received,

Jim Fay Valentine and Sherri Rae Valentine, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Tara R. Rose, a married woman, as her sole and separate property

whose current address is 14284 Lewis Lane Nampa, ID 83686

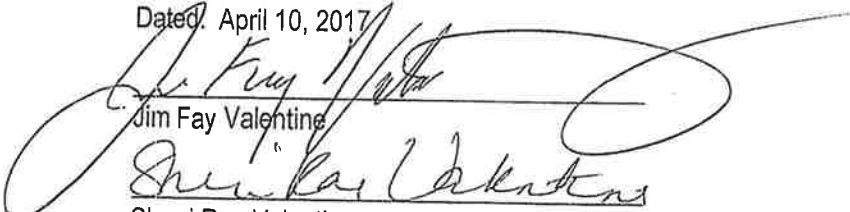
the grantee, the following described premises, in Canyon County, Idaho, to wit:

A portion of the Southeast quarter of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and running
South 89°55'10" West 1319.64 feet along the Southerly boundary of said Section 10 to the True Point of Beginning; thence continuing
South 89°55'10" West 363.00 feet along said Southerly boundary of Section 10 to a point; thence at right angles and bearing
North 0°04'50" West 1200.00 feet to a 5/8 inch iron pin; thence
North 89°55'10" East 363.00 feet to a 5/8 inch iron pin; thence
South 0°04'50" East 1200.00 feet to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: April 10, 2017


Jim Fay Valentine


Sherri Rae Valentine

Tara R. Rose, a married woman, as her sole and separate property

whose current address is 14284 Lewis Lane Nampa, ID 83686

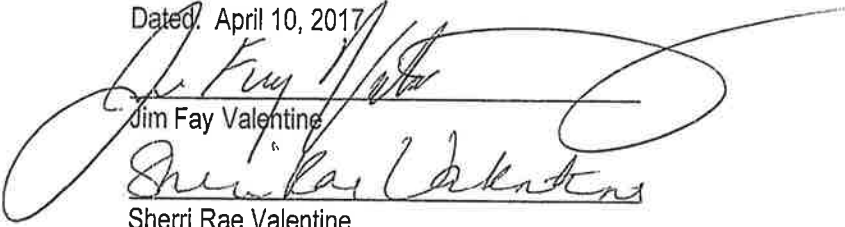
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Commencing at the Southeast corner of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and running
South 89°55'10" West 1319.64 feet along the Southerly boundary of said Section 10 to the True Point of Beginning; thence continuing
South 89°55'10" West 363.00 feet along said Southerly boundary of Section 10 to a point; thence at right angles and bearing
North 0°04'50" West 1200.00 feet to a 5/8 inch iron pin; thence
North 89°55'10" East 363.00 feet to a 5/8 inch iron pin; thence
South 0°04'50" East 1200.00 feet to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: April 10, 2017


Jim Fay Valentine


Sherri Rae Valentine

State of Idaho
County of Ada

On this 11th day of April in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Fay Valentine and Sherri Rae Valentine, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

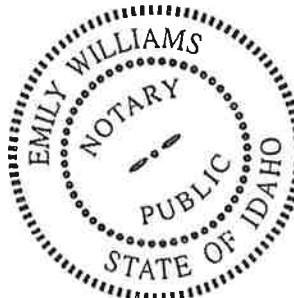

Notary Public

Residing In:

My Commission Expires:

Residing in: Caldwell, ID

Commission Expires: 10/12/2018





Deed of Trust

Order No. 17299162

This deed of trust, dated 9/25/2017 between Jonathan C. Carter and Tara R. Rose, husband and wife, herein called Grantor, whose address is 14284 Lewis Lane, Nampa, ID 83686, and TitleOne Corporation, herein called Trustee, and Mark Stuart Gardner, a single man, herein called Beneficiary, whose address is 663 S 1480 W, Hurricane, UT 84737.

Witnesseth that Grantor does hereby irrevocably grant, bargain, sell, and convey to Trustee, in trust with power of sale, that property in the county of **Canyon, Idaho**, described as follows, and containing not more than eighty acres:

A portion of the Southeast quarter of Section 10, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

**Commencing at the Southeast corner of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and running
South 89°55'10" West 956.64 feet along the Southerly boundary of said Section 10 to the True Point of Beginning; thence continuing
South 89°55'10" West 363.00 feet along said Southerly boundary of Section 10 to a point; thence at right angles and bearing
North 0°04'50" West 1200.00 feet to a 5/8 inch iron; thence
North 89°55'10" East 363.00 feet to a 5/8 inch iron; thence
South 0°04'50" East 1200.00 feet to the Point of Beginning.**

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **One Hundred Seventy Nine Thousand Nine Hundred Dollars and No Cents (\$179,900.00)**, with final payment due **September 20, 2019** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided.

Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under a fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses, of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability, therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto.'
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own

name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. IF ALL OR ANY PART OF THE SUBJECT REAL PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE AS PROVIDED BY ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS DEED OF TRUST AND THE NOTE.
7. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such costs, fees and expenses, of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
8. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
9. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

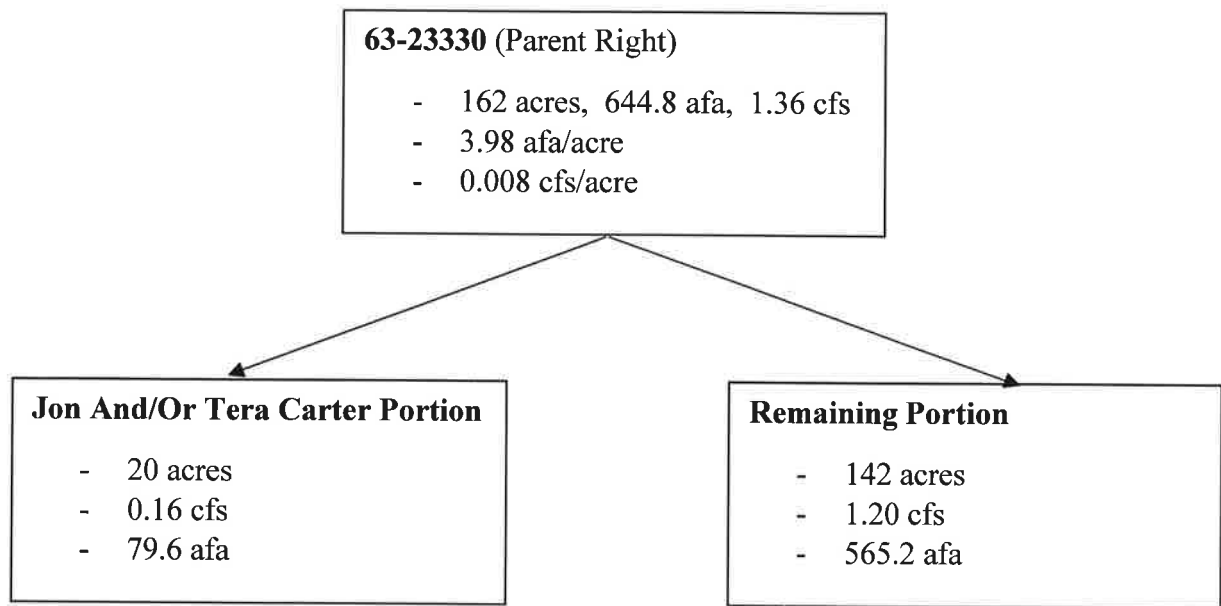

Jonathan C. Carter
Tara R. Rose

State of Idaho
County of Canyon

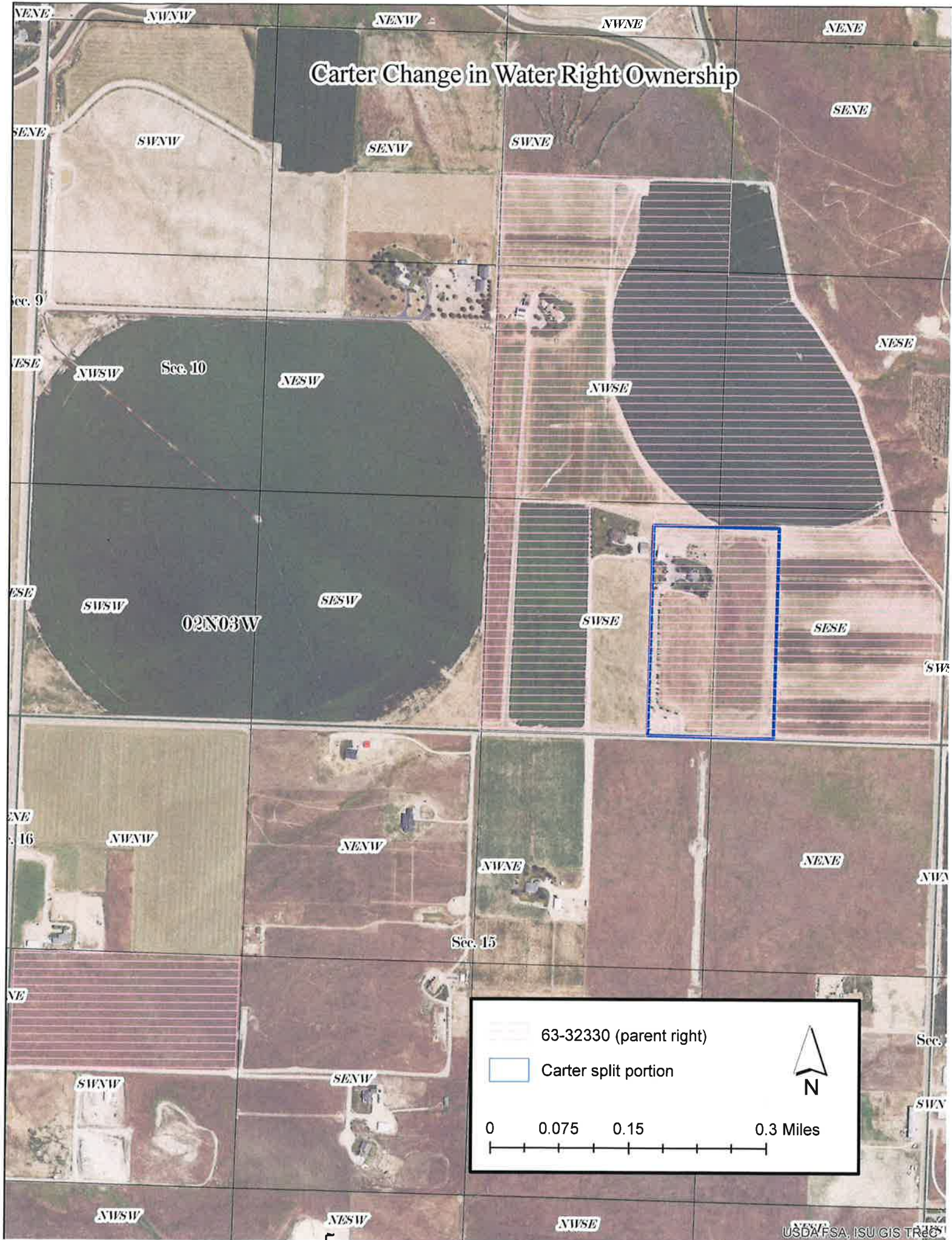
On this 25th day of September, in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan C. Carter and Tara R. Rose, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing In:
My Commission Expires:

Jon Carter Change in Water Right Ownership



Carter Change in Water Right Ownership





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

Brad Little
Governor

Gary Spackman
Director

November 14, 2019

RUBY C VICTOR
W NOLAN VICTOR
RODNEY K MONTIERTH
1528 ADDISON AVE E
TWIN FALLS ID 83301

Re: Change in Water Right Ownership: 63-32330 (Split into 63-32330, 63-34687 and 63-34688)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original 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) 334-2190.

Sincerely,

Chad Jones
Technical Records Specialist 1

Enclosure(s)

C:

THE ESTATE OF GOLDA D MONTIERTH
EDWARD RAY MONTIERTH
SUSAN MONTIERTH
HERBERT R MONTIERTH JR
ROBERT J MEYERS
KATHI L MEYERS



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

Brad Little
Governor

Gary Spackman
Director

November 14, 2019

THE ESTATE OF GOLDA D MONTIERTH
EDWARD RAY MONTIERTH
SUSAN MONTIERTH
825 HEARTLAND DR
NAMPA ID 83686

Re: Change in Water Right Ownership: 63-32330 (Split into 63-32330, 63-34687 and 63-34688)

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Sincerely,

Chad Jones
Technical Records Specialist 1

Enclosure(s)

C:

RUBY C VICTOR

W NOLAN VICTOR

RODNEY K MONTIERTH

HERBERT R MONTIERTH JR

ROBERT J MEYERS

KATHI L MEYERS



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

Brad Little
Governor

Gary Spackman
Director

November 14, 2019

HERBERT R MONTIERTH JR
6312 S ZITHER AVE
BOISE ID 83709

Re: Change in Water Right Ownership: 63-32330 (Split into 63-32330, 63-34687 and 63-34688)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original 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) 334-2190.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chad Jones'.

Chad Jones
Technical Records Specialist 1

Enclosure(s)

c:

RUBY C VICTOR
W NOLAN VICTOR
RODNEY K MONTIERTH
THE ESTATE OF GOLDA D MONTIERTH
EDWARD RAY MONTIERTH
SUSAN MONTIERTH
ROBERT J MEYERS
KATHI L MEYERS



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

Brad Little
Governor

Gary Spackman
Director

November 14, 2019

ROBERT J MEYERS
KATHI L MEYERS
3921 N 3300 E
TWIN FALLS ID 83301

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SUSAN MONTIERTH
HERBERT R MONTIERTH JR