

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
SEP 24 2018Department 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-SH1	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Gloria Pritchett

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Kevin Whitcomb Julie Whitcomb

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or

Mailing address

PO Box 177

City

MacKay

State

ID

ZIP

83251

Telephone

208-244-4605

Email

owhitty1@gmail.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:

6/24/2016

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature:

Kevin Whitcomb

Signature of new owner/claimant

Title, if applicable

9/20/2018

Date

- Signature:

Julie Whitcomb

Signature of new owner/claimant

Title, if applicable

9/20/2018

Date

For IDWR Office Use Only:

Received by

JTB

Date

9/24/2018

Receipt No.

E044395

Receipt Amt.

\$25.-

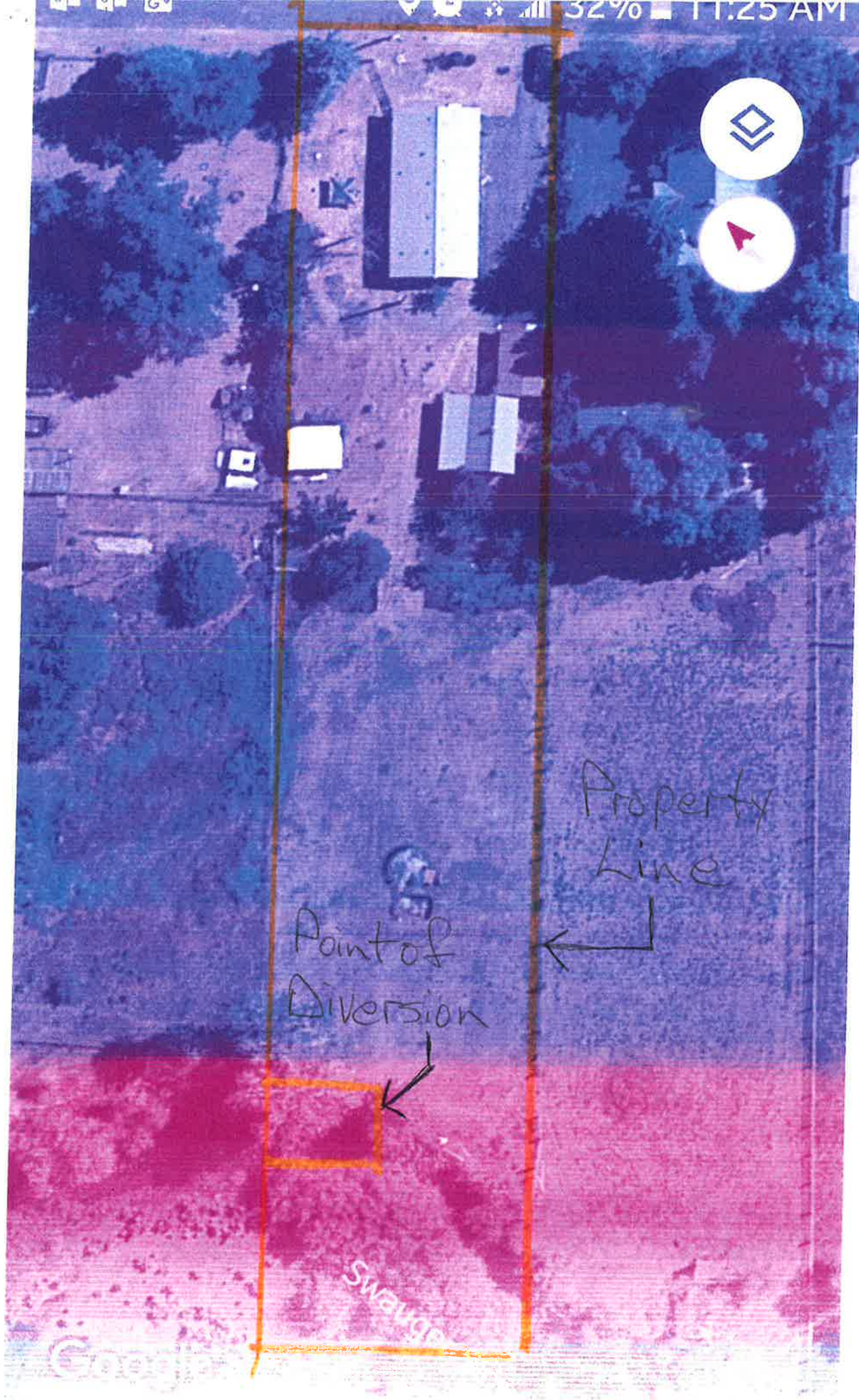
Approved by

Processed by

Date

Returned @

8/21/2019



Property
Line

Point of
Diversion

Swamp

Globe

Warranty Deed

FOR VALUE RECEIVED, Dan McIntosh, of MSD Holdings LLC, an Idaho Limited Liability Company whose tax mailing address is 4107 North 4100 West, Mackay Idaho 83251, (the "Grantor"), does hereby grant, convey and warrant unto Kevin Whitcomb, and spouse, Julie Whitcomb, of 1007 west Collage Street, Mackay Idaho 83251, and , (collectively the "Grantee"), the following described premises (the

"Premises"):

A tract of land situated in the NE 1/4 of Section 29, Township 7 North, Range 24

E.B.M., Custer County, Idaho, more particularly described as follows:

Commencing at a point 938.31 feet in a northwesterly direction from the Southeast corner of Artemisia Avenue and Collage Street of the town of Mackay, Custer County, Idaho, in a direct line with the south line of collage Street, running thence 95 feet in a westerly direction in a direct line with the South line of Collage Street; thence Southerly at right angles 485 feet, more or less, to the center of that tributary of the Big Lost River, known as the Slough; thence Easterly along the meander of said stream 95 feet; thence at right angles in a northerly direction 458 feet to the place of beginning.

Commonly known as : 905 West Collage, Mackay, ID 83251 (the "Premises").

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee that the Grantor is the owner in fee simple of the Premises; that the Grantor will warrant and defend the Premises from all lawful claims whatsoever; and that the Premises are free from all encumbrances.

Prior instrument reference: Book _____, Page _____, Document No. _____, of the Recorder of _____ County, Idaho.

Dated this 24th day of June, 2016.

Signed, Sealed and Delivered
In the Presence of:

D. McIntosh
MSD Holdings LLC
Per: Dan McIntosh

Sign: Kevin Whitcomb
Name: KEVIN WHITCOMB

Sign: Julia Whitcomb
Name: Julie Whitcomb

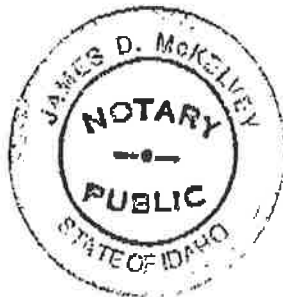
Grantor Acknowledgment

STATE OF IDAHO)

) ss.

COUNTY OF CUSTER)

On this 24th day of June, 20 16, before me, a Notary Public in and for the said state, personally appeared Dan McIntosh on behalf of and with the authority of MSD Holdings LLC, a Idaho corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.



James D. McKelvey
NOTARY PUBLIC for the State of Idaho

County of CUSTER

Residing at: Blackfoot, Idaho

My Commission Expires: 6-3-2018

252718
Custer County Reg. of
Title Financial Specialty
Time 1:43 P M Date 6-27-2016
Lura H. Baker, Clerk
Cherry Cushman Deputy \$40.00

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 24th day of June, 2016

BETWEEN:

MSD Holdings LLC of 4107 North 4100 West, Mackay Idaho 83251

(the "Seller")

OF THE FIRST PART

- AND -

Kevin and Julie Whitcomb of 1007 West Collage, Mackay Idaho 83251

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 1st day of July, 2016, the Seller, for and in consideration of the sum of \$80,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the

Initials:

KHW JAW JN

252718

Contract for Deed

Page 2 of 11

property:

A tract of land situated in the NE 1/4 of Section 29, Township 7 North, Range 24 E.B.M., Custer County, Idaho, more particularly described as follows:
Commencing at a point 938.31 feet in a northwesterly direction from the Southeast corner of Artemisia Avenue and Collage Street of the town of Mackay, Custer County, Idaho, in a direct line with the south line of collage Street, running thence 95 feet in a westerly direction in a direct line with the South line of Collage Street; thence Southerly at right angles 485 feet, more or less, to the center of that tributary of the Big Lost River, known as the Slough; thence Easterly along the meander of said stream 95 feet; thence at right angles in a northerly direction 458 feet to the place of beginning.
Commonly known as : 905 West Collage, Mackay, ID 83251 (the "Premises").

Purchase Price

2. The purchase price (the "Purchase Price") of the Premises is \$80,000.00. The Purchaser agrees to pay \$8,000.00 upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$ 435.03, due on the 1st of each month, beginning on August 1, 2016 until the Purchase Price is paid in full.

Interest Charges

3. Interest of 5.97% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

Lump Sum Payments

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

Initials:

KRW JAW

233718

Contract for Deed

Page 3 of 11

Property Taxes and Assessments

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

Insurance

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.
8. The Purchaser is hereby advised and understands that the Premises is not insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.
9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.
10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon renewal of such insurance within two weeks of renewal.

Initials:

KHW JAW D2.

250718

Contract for Deed

Page 4 of 11

Purchaser's Default

11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 15 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

Seller's Right to Reinstate Agreement After Default

15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

(i) pay all amounts due and owing under this Agreement had the Agreement not been

Initials:

KHW JXW 22-

252718

Contract for Deed

Page 5 of 11

terminated;

(ii) cure any defaults that have occurred; and

(iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.

16. All payments made under the preceding provision must be made in a form acceptable to both parties.

Assignment or Sale of the Premises

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

Deed and Evidence of Title

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

Notices

19. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Kevin and Julie Whitcomb of 1007 West Collage, Mackay Idaho 83251.

If to the Seller:

MSD Holdings LLC of 4107 North 4100 West, Mackay Idaho 83251.

Initials:

KHW JAW

252718

Contract for Deed

Page 6 of 11

Charges for Late Payment

20. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$25.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

Conveyance or Mortgage by Seller

21. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
22. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

Security

23. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

Time of the Essence

24. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

Attorney Fees

25. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

Initials:

KHW JAW

252718

Contract for Deed

Page 7 of 11

Entire Agreement

26. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

Amendments

27. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

28. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Severability

29. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Idaho (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
30. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Initials:

KHW JAW Dr.

52718

Interpretation

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Joint and Several Liability

32. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

Heirs and Assigns

33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

Additional Clauses

34. Property is being sold AS IS condition.

Interest rate on loan shall be fixed for a period of 5 years, at that time the interest rate may increase, or decrease, based on the US prime rate, but shall be limited to 1.5% above, or below, the US prime rate, or 1.5% above, or below, the current loan rate, whichever is least. This reassessment of interest rates shall occur at each 5 year period for the term of the loan. At the sole discretion of the seller, Maximum interest rate may not exceed 9.5% at any time during the entire contract period.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 24th day of June, 2016.

Initials:



252718

Contract for DeedPage 9 of 11CBC MSD Holdings LLC
Dr. M. [Signature]

MSD Holdings LLC (Seller)

Kevin WhitcombJulie Whitcomb

Kevin and Julie Whitcomb (Purchaser)

Initials:

KHW JKW Dr.

252718

Contract for DeedPage 10 of 11

SELLER ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Cassia

On this 24th day of June, 2016, before me, James D. McKelvey, a Notary Public in and for the State of Idaho, personally appeared MSD Holdings LLC, known or identified to me, (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

James D. McKelvey
Notary PublicMy commission expires: 6-22-2018

Initials:

KHW JAW DMC

252718

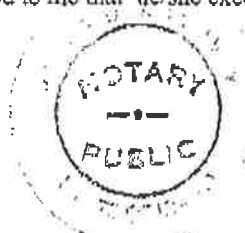
Contract for DeedPage 11 of 11

PURCHASER ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Cassia

On this 24th day of June, 2016, before me, Sharon D. Miller, a Notary Public in and for the State of Idaho, personally appeared Kevin and Julie Whitcomb, known or identified to me, (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.


Notary PublicMy commission expires: 6/30/2019

Drafted by: MSD Holdings LLC of 4107 North 4100 West, Mackay ID 83251	Return to: _____ of _____

Initials:

©2002-2016 LawDepot.com™

KHW JAW

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 250849
CHALLIS, CUSTER, IDAHO
09-04-2015 01:19:35 No. of Pages: 2
Recorded for: **FIRST AMERICAN TITLE - BLACKFOOT**
Lura H. Baker Fee: \$13.00
Ex-Officio Recorder Deputy: CAC

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **475459-B (Id)**

Date: **August 28, 2015**

For Value Received, **Gloria Pritchett**, an unmarried woman, who also appears of record as **Gloria Irene Pritchett**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **MSD Holdings, LLC**, hereinafter called the Grantee, whose current address is **4100 West 4107 North, Mackay, ID 83251**, the following described premises, situated in **Custer County, Idaho**, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ of Section 29, Township 7 North, Range 24 E.B.M., Custer County, Idaho, more particularly described as follows:
Commencing at a point 938.31 feet in a northwesterly direction from the Southeast corner of Artemesia Avenue and College Street of the Town of Mackay, Custer County, Idaho, in a direct line with the South line of College Street, running thence 95 feet in a westerly direction in a direct line with the South line of College Street; thence Southerly at right angles 458 feet, more or less, to the center of that tributary of Big Lost River, known as the Slough; thence Easterly along the meander of said stream 95 feet; thence at right angles in a northerly direction 458 feet to the place of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Joni
(208)
525-7161

Date: 08/28/2015

Warranty Deed
- continued

File No.: 475459-B (ld)

Gloria Pritchett by John A. Pritchett POA
Gloria Pritchett by John A Pritchett as Attorney
In Fact

Gloria Pritchett by Lois L. Pritchett POA
Gloria Pritchett by Lois L Pritchett as Attorney In
Fact

Notary

STATE OF Idaho)
SS.
COUNTY OF Latah)

On this 1 day of September, 2015, before me, a Notary Public in and for said State, personally appeared John A Pritchett and Lois L Pritchett, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument as the attorney in fact of Gloria Irene Pritchett, and acknowledged to me that they subscribed the name of Gloria Pritchett thereto as principal, and their own name as attorney in fact.



Elizabeth M. Owens
Notary Public of Idaho
Residing at: 1105 E. W. Idaho
Commission Expires: 12/3/2016



State of 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

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 21, 2019

KEVIN WHITCOMB
JULIE WHITCOMB
PO BOX 177
MACKAY ID 83251

RE: Notice of Change in Water Right Ownership
Water Rights: 34-541

Dear Sir/Madam:

On September 24, 2018, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that your deed will not be recorded until your loan is satisfied. You will need to resubmit your Notice of Change in Water Right Ownership once your warranty deed has been recorded.

Without the recorded deed, we cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$25.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Cher Ramos
Technical Records Specialist

Barg, Jonie

From: Barg, Jonie
Sent: Tuesday, August 20, 2019 9:00 AM
To: Pline, Treva; Steed, Susan
Subject: Refund Request
Attachments: Receipt

Treva & Susan,

Good morning!!

I have a refund request as follows:

Receipt number: E044395
Amount: \$25.00
Payable to: Kevin Whitcomb
Po Box 177
Mackay ID 83251

Reason: Total filing fee received \$25.00 for an ownership change. The ownership change cannot be complete, a warranty deed will not be filed until the note is paid off. The applicant will resubmit at that time. The applicant is entitled to a full refund.

Let me know if you need additional information.

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

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov



State of 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

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

July 22, 2019

SECOND REQUEST

Kevin Whitcomb
Julie Whitcomb
PO Box 177
Mackay ID 83251

RE: Change in Water Right Ownership Water Right No. 34-541

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:

_____ **Evidence of Water Right Ownership:** copy of *Recorded Deed* or other legal document indicating your ownership of the property and/or water rights in question

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,

Cher Ramos
Technical Records Specialist



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 14, 2018

Kevin Whitcomb
Julie Whitcomb
PO Box 177
Mackay ID 83251

RE: Change in Ownership Water Right No. 34-541

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:

**** **Evidence of Water Right Ownership:** copy of the recorded Deed or other legal document indicating your ownership of the property and/or water rights in question. On November 5, 2018 the department contacted you to request a copy of a recorded Warranty Deed and full chain of title back to Gloria Pritchett. The deed/chain of title has not yet been provided. Please supply the department with a copy of your recorded deed and a full chain of title back to Gloria Pritchett.

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

SCANNED

DEC 10 2018