

RECEIVED

Form 42-248/42-1409(6) Rev. 1/15

AUG 15 2018

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 20 2018

DL

DEPT 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?
57-2093 B	Yes ☒	Yes ☐		Yes ☐	Yes ☐
57-1199.3	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: TINCHER, WILLIAM TINCHER, YVONNE
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): MELANIE OLIVEIRA
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 10707 WILSON CEMETERY ROAD MELBA ID 83641
Mailing address City State ZIP
208-495-1578 N/A
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: FEBRUARY 16, 2007
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 57-2093B

8. Signature: Melanie Oliveira by Denise [Signature] POA AUGUST 8, 2018
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 AK Date 8/15/2018 Receipt No. W046057 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 di Date 8-22-18

DURABLE FINANCIAL POWER OF ATTORNEY

I, Melanie Oliveira of 73-1100 Alihilani Drive, Kailua Kona, Hawaii, 96740 (hereinafter known as the "Principal"), **HEREBY DESIGNATE Denise and/or Bill Lacy of 12668 Wilson Creek Road, Melba, Idaho, 83641**, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

APPOINTMENT OF ALTERNATE AGENT

There shall be no other individuals authorized to make financial decisions on the Principal's behalf.

THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT

(The Principal must Initial in the preceding space to all the powers (**IN BOLD**) if either granted or negated)

MAO **BANKING** - The Agent SHALL NOT have access to any of the Principal's bank accounts or be able to write checks that withdraw from any account under the Principal's ownership. Furthermore, the Agent shall not have access to any financial account where funds are located and in the Principal's name, personal or business related.

MAO **BUSINESS INTEREST** - The Agent SHALL NOT have the power to operate, buy, or sell any business entity that the Principal owns a portion of or entirely.

MAO **SAFE DEPOSIT BOX** - The Agent SHALL NOT have access to any Safe Deposit boxes rented by the Principal or any that they may have access.

MAO **STOCKS AND BONDS** - The Agent SHALL NOT have the right to buy, sell, or exchange the Principal's stocks and/or bonds.

MAO **COMMODITIES AND OPTIONS** - The Agent SHALL NOT have the power to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts on behalf of the Principal.

MAO **CLAIMS AND LITIGATION** - In regards to claims and litigation, the Principal authorizes the Agent to:

Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

Instrument # 291208

MURPHY, OWYHEE, IDAHO

11-7-2016 12:58:18 PM No. of Pages: 8

Recorded for : DENISE LACEY

ANGELA BARKELL

Ex-Officio Recorder Deputy

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Fee: 31.00

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Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;

Submit to alternative dispute resolution, settle, and propose or accept a compromise;

Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

MAO **LENDING & BORROWING** - The Agent SHALL NOT have the right to make any type of loan, promissory note, borrow money, mortgage (for collateral or security for payment) in the Principal's name. In addition, the Agent shall not be able to use any of the Principal's property, real or personal, as security or collateral for any loan or promissory note.

MAO **GOVERNMENT BENEFITS** - The Agent SHALL NOT have access to any Government Benefits the Principal has or may be entitled to including but not limited to Social Security, Medicare, Medicaid, and Military Service related.

MAO **RETIREMENT PLANS** - The Agent SHALL NOT have the power to contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA the Principal owns or has interest. Furthermore, the Agent shall not have power to change the beneficiary of any of the Principal's retirement plans or IRAs.

MAO **TAXES** - In regards to taxes, the Principal authorizes the Agent to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

Exercise any election available to the Principal under federal, state, local, or foreign tax law; and

Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

MMO **INSURANCE AND ANNUITIES** - The Agent SHALL NOT have any powers over any insurance policy or annuity that is under the Principal's control or interest.

MMO **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS** - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

The Principal authorizes the Agent to have general authority with respect to estates, trusts, and other beneficial interests to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

Conserve, invest, disburse, or use anything received for an authorized purpose;

Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

MMO **REAL ESTATE** - In regards to real estate, The Principal authorizes the Agent to:

Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

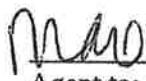
- i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
- ii. Insuring against liability or casualty or other loss;
- iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

- i. Selling or otherwise disposing of them;
- ii. Exercising or selling an option, right of conversion, or similar right with respect to them; and
- iii. exercising any voting rights in person or by proxy;
- iv. change the form of title of an interest in or right incident to real property; and

Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

 **PERSONAL PROPERTY** - In regards to personal property, the Principal authorizes the Agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- i. Insuring against liability or casualty or other loss;

- ii. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- iii. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- iv. Moving the property from place to place;
- v. Storing the property for hire or on a gratuitous bailment; and
- vi. Using and making repairs, alterations, or improvements to the property; and

Change the form of title of an interest in tangible personal property.

MAO **PERSONAL & FAMILY MAINTENANCE** - The Agent SHALL NOT have the Power, on the Principal's behalf, to assist in handling any of their family obligations whatsoever.

MAO **GIFTS** - The Agent SHALL NOT have the power to make gifts of any kind on the Principal's behalf.

MAO **SPECIAL INSTRUCTIONS** - In addition to the above-stated powers, the Principal authorizes the Agent to the following special instructions: Have access and to make any decisions regarding property at 10707 Wilson Cemetery Rd. Melba, ID 83641

EFFECTIVE DATE

This power of attorney shall begin:

(Initial)

MAO Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

AUTHORITY OF AGENT

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

LIABILITY OF AGENT

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

REIMBURSEMENT AND COMPENSATION

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. Furthermore, the Agent shall not be entitled to any compensation for their duties as Agent.

AMENDMENT AND REVOCATION

The Principal can amend or revoke this power of attorney at anytime, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

STATE LAW

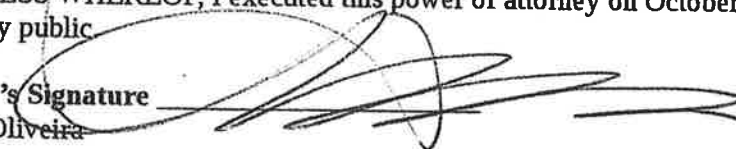
This power of attorney is governed by the laws of the State of Hawaii. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may exercise the powers given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Hawaii.

PHOTOCOPIES

Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I executed this power of attorney on October 27th 2016 in the presence of a notary public

Principal's Signature
Melanie Oliveira

A handwritten signature in dark ink, appearing to be 'Melanie Oliveira', written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

NOTARY ACKNOWLEDGMENT

STATE OF Hawaii
Hawaii County, ss.

On this 27th day of October, 2016, before me appeared Melanie Oliveira, as Principal of this power of attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.

Elissa Mitchell Elissa Mitchell
Notary Public

My commission expires: 10/31/2020



Doc. Date: 10-27-16 # Pages: 8
Notary Name: Elissa Mitchell 3rd Circui
Doc. Description: Durable Financial
Power of Attorney
Elissa Mitchell 10-27-16
Notary Signature Date

AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Denise and/or Bill Lacy, certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Melanie Oliveira. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.

Agent's Signature 

Denise and/or Bill Lacy of 12668 Wilson Creek Road, Melba, Idaho, 83641.

WARRANTY DEED

FOR VALUE RECEIVED J. LAVAR YOUNG and JANET YOUNG, the
Husband and wife
Grantors, do hereby grant, bargain, sell and convey unto PAUL
OLIVIERA and MELANIE OLIVIERA, the Grantees, whose address is 756
Husband and wife
Vaquero Drive, Mountain View, California 94043, the following
described premises, including any homestead claim pursuant to the
Idaho Homestead Law, Idaho Code, Section 55-1001, et seq., to-wit:

Parcel 1

That certain real property located in Owyhee
County, Idaho, described in Exhibit "A"
attached hereto and made a part hereof.

Parcel 2

That certain real property located in Owyhee
County, Idaho, described in Exhibit "B"
attached hereto and made a part hereof.

Both Parcels 1 and 2 are together with a 20
foot wide access easement over the following
strip of land described in Exhibit "C"
attached hereto and made a part hereof.

Both Parcels 1 and 2 are together with all
rights, and subject to all duties contained in
an Irrigation Agreement recorded as Instrument
No. 251871, records of Owyhee County,
Idaho.

SUBJECT TO a conditional use permit issued by
Owyhee County, Idaho, and recorded December 1, 2006,
as Instrument No. 258991, Records of said County.

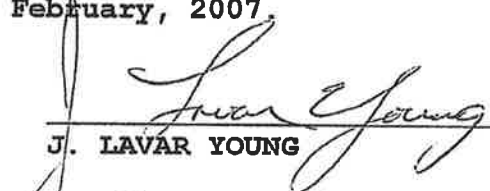
SUBJECT TO United States patent restrictions
and/or State of Idaho deed restrictions;

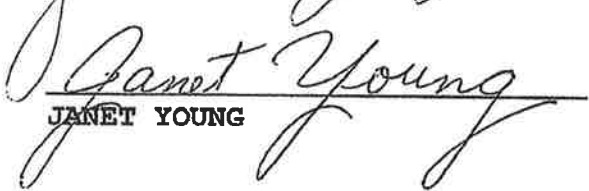
SUBJECT TO all taxes and assessments for the
year 2007 and all subsequent years;

SUBJECT TO any easements or rights-of-way of record and/or usage.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns, forever. And the Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that said premises are free from all encumbrances save and except as above set forth; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 16th day of February, 2007,


J. LAVAR YOUNG


JANET YOUNG

STATE OF IDAHO)

: ss

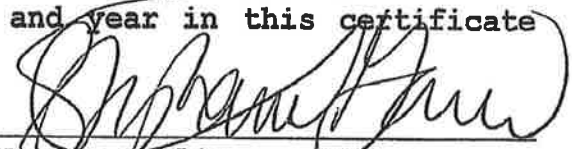
County of Canyon)

On this 16th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared J. LAVAR YOUNG and JANET YOUNG, husband and wife, known to me to be the persons whose names are subscribed to the within and ~~foregoing instrument, and acknowledged to me that they executed the~~ same.

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



WARRANTY DEED


Notary Public for Idaho

Residing at _____, Idaho

My Commission expires: _____

Residing in Nampa, Idaho
My Commission Expires 7-31-12

EXHIBIT A

Description of: PARCEL 1

Lavar Young November 9, 2004

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows;

BEGINNING at the east $\frac{1}{4}$ corner of said Section 11; thence,

S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78, said point also marked by a $\frac{1}{2}$ inch rebar witness corner set 23.99 feet westerly in the westerly right of way line of said highway; thence,

S.89°41'59"W., 362.75 feet to a $\frac{1}{2}$ inch rebar; thence,

N.00°16'18"E., 325.87 feet to a $\frac{1}{2}$ inch rebar set in the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence,

S.89°51'11"E., 362.52 feet along said north line, being the south line of Wilson Cemetery Lane, to the **POINT OF BEGINNING**,

said PARCEL 1 containing 117,656 square feet or 2.701 acres, more or less.

Said PARCEL 1 is subject to the right of way of said State Highway No. 78, with the following described portion of said PARCEL 1 lying easterly of the westerly right of way line of said State Highway No. 78: **BEGINNING** at the east $\frac{1}{4}$ corner of said Section 11; thence,

S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78; thence,

S.89°41'59"W., 23.29 feet to a $\frac{1}{2}$ inch rebar set in the westerly right of way line of said highway; thence,

N.11°21'45"W., 329.85 feet along said westerly right of way line to a $\frac{1}{2}$ inch rebar set in the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence,

S.89°51'11"E., 89.59 feet along said north line to the **POINT OF BEGINNING**,

said portion of PARCEL 1 lying east of said westerly right of way line containing 18,240 square feet or 0.419 acres, more or less.

leaving a net area of 99,416 square feet or 2.282 acres, more or less lying west of said highway.

Prepared by: John S. Austin,
Idaho PLS 5081



EXHIBIT

A

Red
man

EXHIBIT B

Description of: PARCEL 2 Lavar Young November 9, 2004

A parcel of land located in the NE¼ SE¼ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows:

Commencing at the east 1/4 corner of said Section 11; thence, S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78 at the POINT OF BEGINNING, said point also marked by a ½ inch rebar witness corner set 23.99 feet westerly in the westerly right of way line of said highway; thence,

S.00°14'00"W., 276.96 feet along said east line of Section 11 to a found 5/8 inch rebar; thence,

N.89°51'03"W., 362.92 feet to a set ½ inch rebar; thence,

N.00°16'18"E., 274.11 feet to a set ½ inch rebar; thence,

N.89°41'59"E., 362.75 feet to the POINT OF BEGINNING,

said PARCEL 2 containing 99,972 square feet or 2.295 acres, more or less.

Said PARCEL 2 is subject to the right of way of said State Highway No. 78, with the following described portion of said PARCEL 1 lying easterly of the westerly right of way line of said State Highway No. 78: Commencing at the east 1/4 corner of said Section 11; thence, S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78 at the POINT OF BEGINNING; thence,

S.00°14'00"W., 113.71 feet along said east line of Section 11 to a ½ inch rebar set in the westerly right of way line of said State Highway No. 78; thence,

N.11°21'45"W., 115.85 feet along said westerly right of way line to a ½ inch rebar; thence,
N.89°41'59"E., 23.29 feet to the POINT OF BEGINNING,

said portion of PARCEL 2 lying east of said westerly right of way line containing 1,324 Square feet or 0.030 acres, more or less.

leaving a net area of 98,648 square feet or 2.265 acres, more or less lying west of said highway.

Prepared by: John S. Austin,
Idaho PLS 5081

B

EXHIBIT



File No.: 200701355

EXHIBIT A

Parcel 1:

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 11, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, described as follows:

Beginning at the East Quarter corner of said Section 11; thence,

South 00° 14' 00" West, 323.04 feet along the East line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78, said point also marked by a ½ inch rebar witness corner set 23.99 feet Westerly in the Westerly right of way line of said highway; thence,

South 89° 41' 59" West, 362.75 feet to a ½ inch rebar; thence,

North 00° 16' 18" East, 325.87 feet to a ½ inch rebar set in the North line of said Northeast Quarter of the Southeast Quarter; thence,

South 89° 51' 11" East, 362.52 feet along said North line, being the South line of Wilson Cemetery Lane, to the POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 11, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, described as follows:

Commencing at the East Quarter corner of said Section 11; thence,

South 00° 14' 00" West, 323.04 feet along the East line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78 at the POINT OF BEGINNING, said point also marked by a ½ inch rebar witness corner set 23.99 feet Westerly in the Westerly right of way line of said highway; thence,

South 00° 14' 00" West, 276.96 feet along said East line of Section 11 to a found 5/8 inch rebar; thence,

North 89° 51' 03" West, 362.92 feet to a set ½ inch rebar; thence,

North 00° 16' 18" East, 274.11 feet to a set ½ inch rebar; thence,

North 89° 41' 59" East, 362.75 feet to the POINT OF BEGINNING.

TOGETHER WITH a 20 foot wide access easement over the following strip of land:

A 20 foot wide strip of land, being the South 20 feet of Parcel 3 as shown on a Record of Survey recorded on January 17, 2007 as Instrument number 259496, said easement to serve Parcel 2 as shown on said Record of Survey, said strip of land being located in the Northeast Quarter of the Southeast Quarter of Section 11, T1S, R3W, B.M., Owyhee County, Idaho and being more particularly described as follows:

Commencing at the East Quarter corner of said Section 11; thence

South 00° 14' 00" West, 600.00 feet along the East line of said Section 11 to a found 5/8 inch rebar; thence

North 89° 51' 03" West, 362.92 feet along the South line of said Parcel 2 to a ½ inch rebar set at the corner common to said Parcel 2 and Parcel 3 and the POINT OF BEGINNING; thence

North 89° 51' 03" West, 362.92 feet along the South line of said Parcel 3 to a found 5/8 inch rebar at the Southwest corner of said Parcel 3, in the East line of Nighthawk Lane, a private road; thence

North 00° 13' 46" East, 20 feet along the West line of said Parcel 3 (East line of Nighthawk Road); thence

EXHIBIT

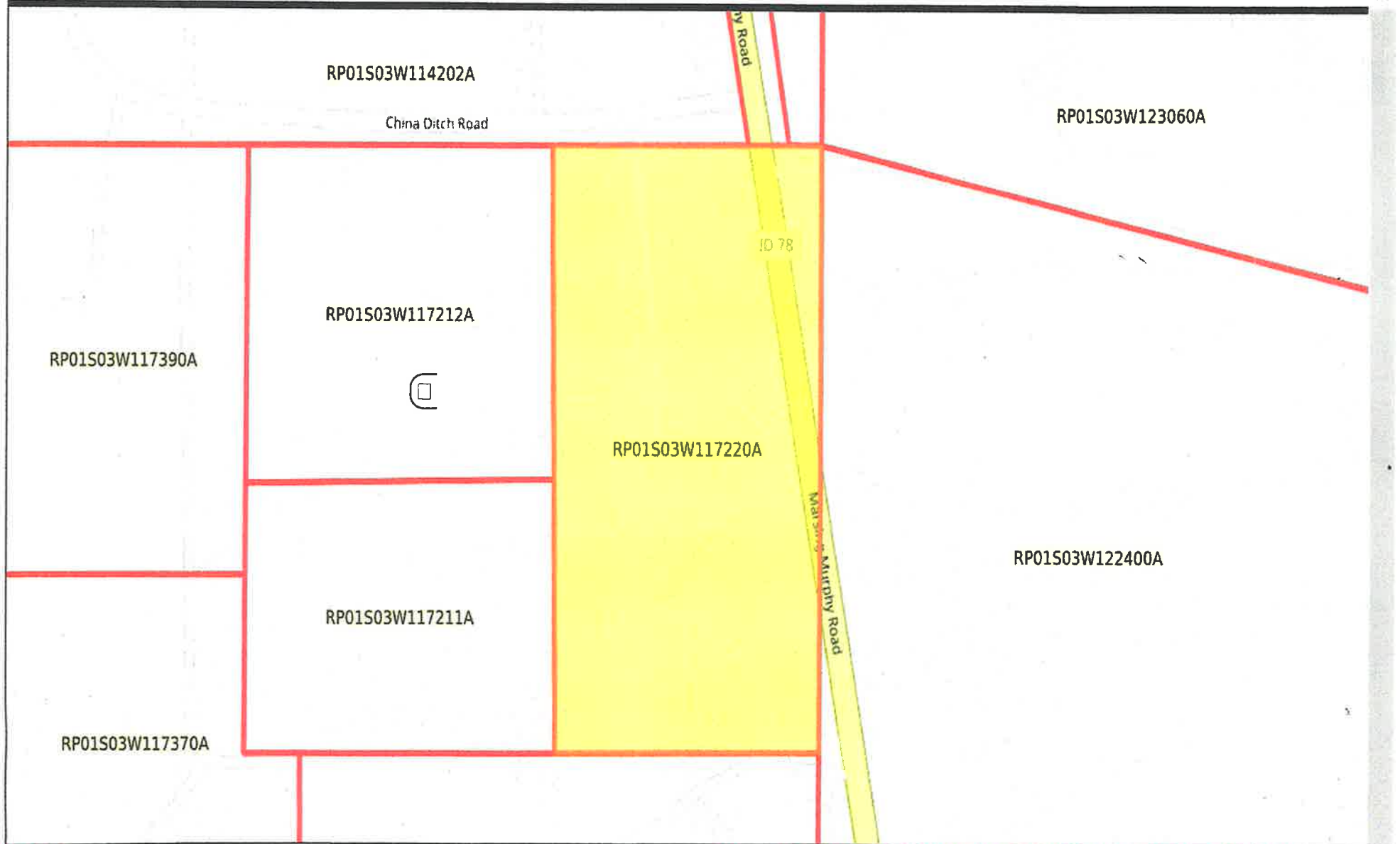
File No.: 200701355

North $89^{\circ}41'59''$ East, 362.89 feet along a line parallel with and 20.00 feet North of the South line of said Parcel 3 to a point in the East line of said Parcel 3, being the West line of said Parcel 2; thence

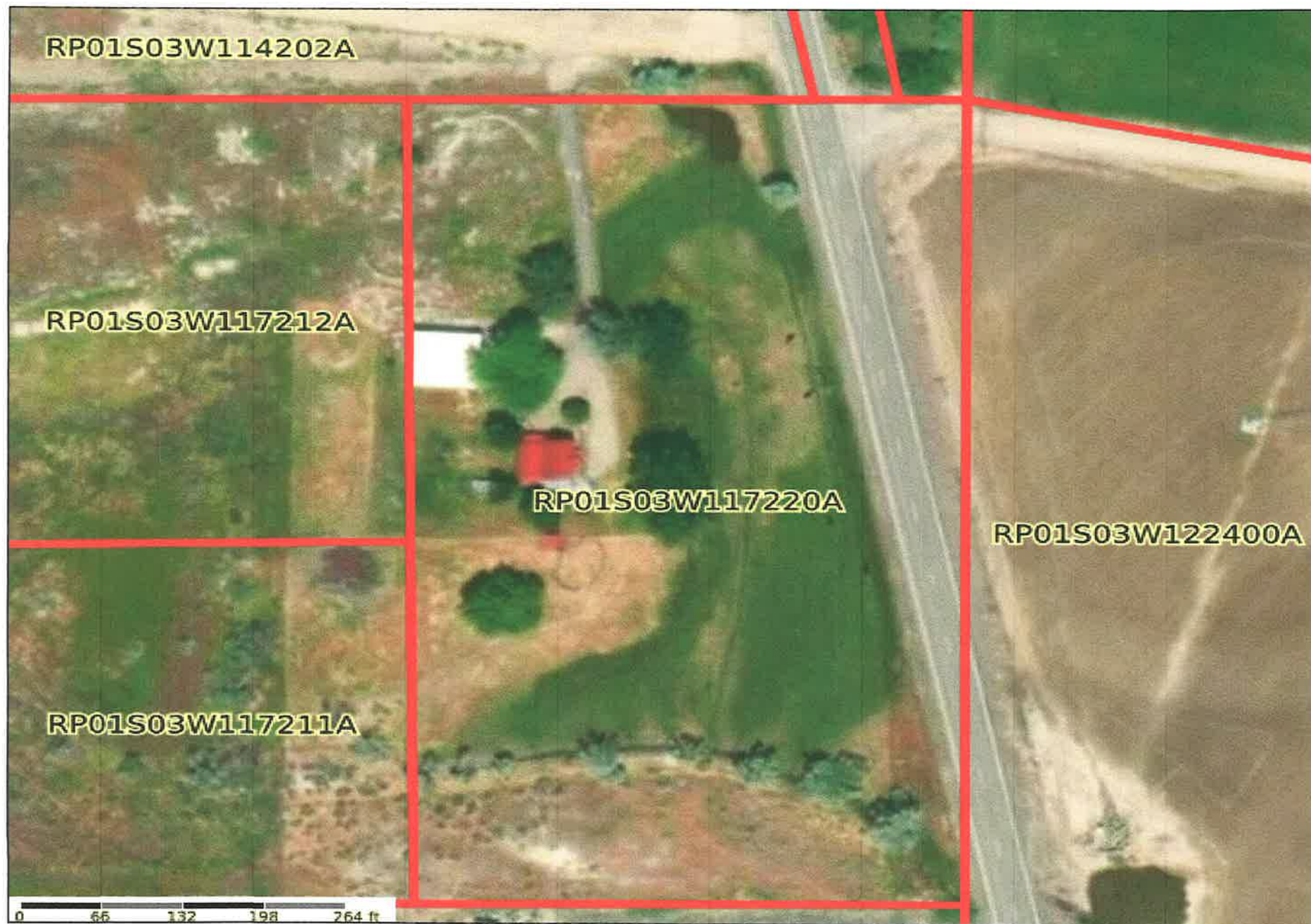
South $00^{\circ}16'18''$ West, 20.00 feet along said common parcel line to the POINT OF BEGINNING.

Note: Said access easement does not provide access to a public road.

OWYHEE COUNTY, IDAHO PARCEL INFORMATION SYSTEM



WELCOME TO THE NEW MAPPING SYSTEM. THE HELP DOC IS LOCATED ON THE TOP RIGHT OF THIS PAGE! PRINT DETAIL



Printed on 8 / 8 / 2018

C-E 1/16

REVISION NOTE

ORIGINAL SURVEY RECORDED 11/18/2004
AS INSTRUMENT NO. 249967
REVISED TO SHOW POWER LINES ALONG NORTH AND
SOUTH LINES OF PARCELS AND TO SHOW 20 FOOT
ACCESS EASEMENT ALONG SOUTH LINE OF PARCEL 3.

NE1/4 SE1/4
SECTION 11 T1S R3W

Instrument # 259496

MURPHY, OWYHEE, IDAHO

2007-01-17 01:48:58 No. of Pages: 1

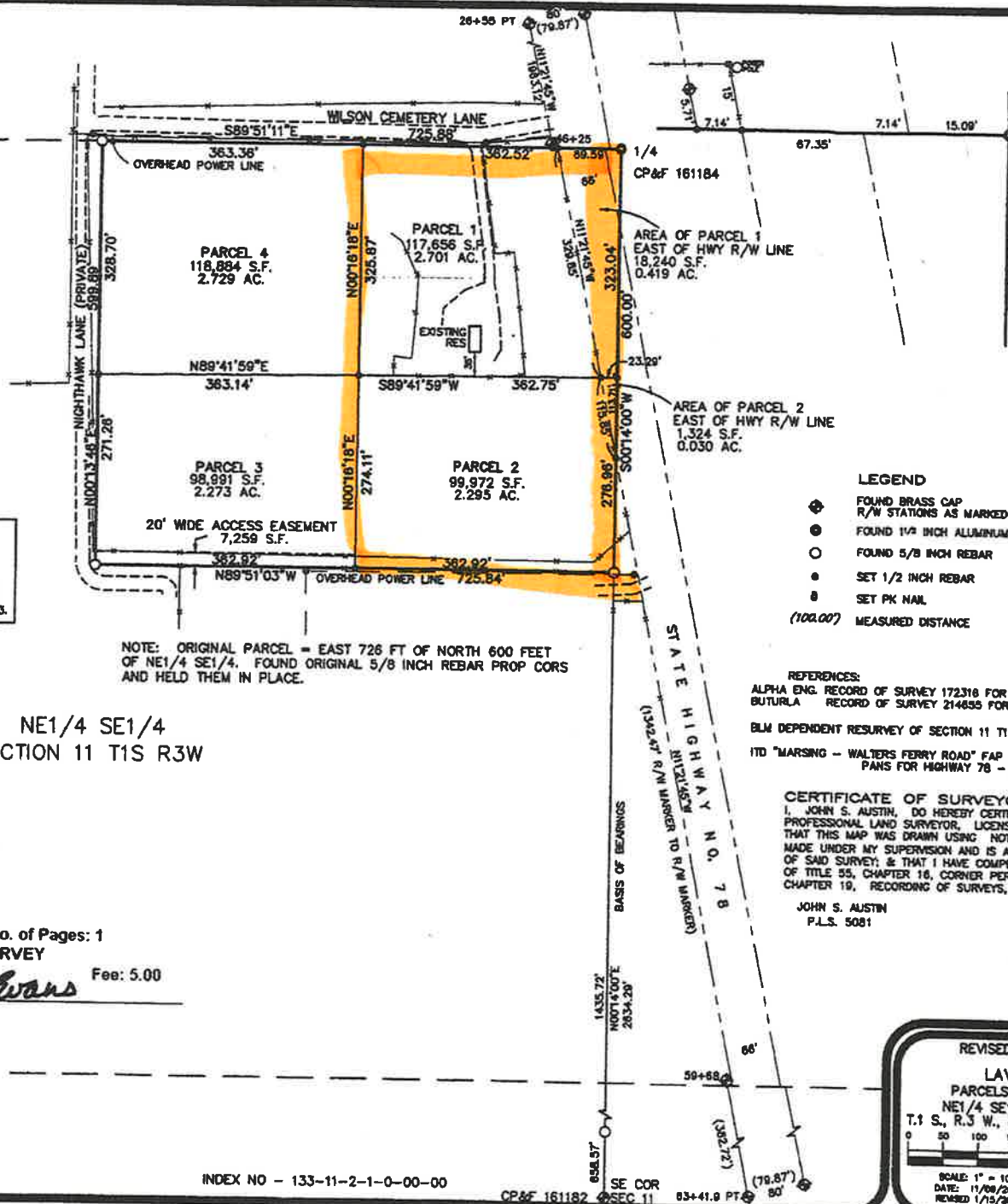
Recorded for : JOHN AUSTIN SURVEY

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy *B. Evans* Fee: 5.00

Index to: SURVEY

INDEX NO - 133-11-2-1-0-00-00



LEGEND

- FOUND BRASS CAP
- R/W STATIONS AS MARKED ON CAP
- FOUND 1/2 INCH ALUMINUM CAP
- FOUND 5/8 INCH REBAR
- SET 1/2 INCH REBAR
- SET PK NAIL
- (100.00) MEASURED DISTANCE

REFERENCES:

ALPHA ENG. RECORD OF SURVEY 172318 FOR CLIFFORD McMAHAN 4/2/82
BUTLER RECORD OF SURVEY 214895 FOR OWYHEE CO. ROAD DEPT. 10/10/94
BLM DEPENDENT RESURVEY OF SECTION 11 T1S R3W BY KIMMEL 11/8/2001
ITD "MARSHING - WALTERS FERRY ROAD" FAP S-3707(1) MARCH 1994
PANS FOR HIGHWAY 78 - PAGES 11-8 AND 11-9

CERTIFICATE OF SURVEYOR

I, JOHN S. AUSTIN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO; THAT THIS MAP WAS DRAWN USING NOTES TAKEN DURING A SURVEY MADE UNDER MY SUPERVISION AND IS AN ACCURATE REPRESENTATION OF SAID SURVEY; & THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TITLE 55, CHAPTER 16, CORNER PERPETUATION AND FILING, AND CHAPTER 19, RECORDING OF SURVEYS, OF THE IDAHO STATE CODE.

JOHN S. AUSTIN
P.L.S. 5081



REVISED RECORD OF SURVEY

FOR LAYAR YOUNG

PARCELS OF LAND IN THE
NE1/4 SE1/4 OF SECTION 11

T.1 S., R.3 W., B.M., OWYHEE CO. IDAHO

JOHN AUSTIN
SURVEYING
10036 CRANBERRY ST
BOISE, ID 83713
202-377-9000

SCALE: 1" = 100'
DATE: 11/08/2004
REVISED 1/15/2007

CP&F 161182 SEC 11 834+41.9 PT

IRRIGATION AGREEMENT

This Agreement made and entered into this the 16th day *16/02/07* of February, 2007, by and between J. LAVAR YOUNG and JANET YOUNG, the parties of the first part, J. LAVAR YOUNG and JANET YOUNG, the parties of the second part, J. LAVAR YOUNG and JANET YOUNG, the parties of the third part, and J. LAVAR YOUNG and JANET YOUNG, the parties of the fourth part.

WHEREAS, the parties of the first part are record title owners of the following described real property, located in Owyhee County, Idaho, hereinafter known as Parcel 1 and more particularly described as follows, to-wit:

That certain real property located in Owyhee County, Idaho, described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the parties of the second part are record title owners of the following described real property, located in Owyhee County, Idaho, hereinafter known as Parcel 2 and more particularly described as follows, to-wit:

That certain real property located in Owyhee County, Idaho, described in Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the parties of the third part are record title owners of the following described real property, located in

IRRIGATION AGREEMENT - 1

Instrument # 259871

MURPHY, OWYHEE, IDAHO

2007-02-20

04:08:17 No. of Pages: 10

Recorded for: PIONEER TITLE CO

CHARLOTTE SHERBURN

Fee: 30.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: AGREEMENT

Owyhee County, Idaho, hereinafter known as Parcel 3 and more particularly described as follows, to-wit:

That certain real property located in Owyhee County, Idaho, described in Exhibit "C" attached hereto and made a part hereof.

WHEREAS, the parties of the fourth part are record title owners of the following described real property, located in Owyhee County, Idaho, hereinafter known as Parcel 4 and more particularly described as follows, to-wit:

That certain real property located in Owyhee County, Idaho, described in Exhibit "D" attached hereto and made a part hereof.

WHEREAS, there is located on Parcel 2 a pipeline which brings water from the Reynolds Creek Upper Ditch of the Reynolds Creek Irrigation District, to the point where Parcels 1, 2, 3, and 4 all meet.

WHEREAS, each Parcel will have a right as hereafter set forth to use that irrigation water to irrigate the above Parcels of real property.

NOW THEREFORE, for and in consideration of the mutual promises herein contained, it is agreed as follows:

There is a pipeline running across Parcel 2 which runs to the Southwest corner of Parcel 1, the Northwest corner of Parcel 2, the Northeast corner of Parcel 3, and the Southeast corner of Parcel 4. This pipeline brings irrigation water from

IRRIGATION AGREEMENT - 2

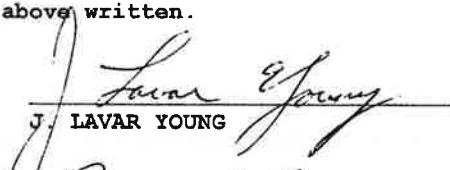
Reynolds Creek Upper Ditch to the point. The owners of each Parcel will have the right to use the irrigation water delivered by said pipeline to irrigate each of the respective Parcels of real property. The owners of each Parcel will be entitled to use irrigation water during the irrigation season one day a week. Each of owners is entitled to use the water for a 24-hour period and will be entitled to six and one-half inches of water.

The owners of Parcel 1 grant to the owners of Parcels 2, 3, and 4, the owners of Parcel 2 grant to the owners of Parcels 1, 3, and 4, the owners of Parcel 3 grant to the owners of Parcels, 1, 2, and 4, and the owners of Parcel 4 grant to the owners of Parcels 1, 2, and 3, easements over, across, and under Parcels 1, 2, 3, and 4 for the purposes of obtaining irrigation water and for the purposes of maintenance, repair, and replacement of the existing irrigation pipeline over, across, and under Parcel 2.

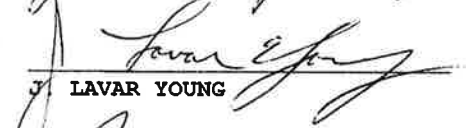
This Irrigation Agreement shall be perpetual and shall be appurtenant to Parcels 1, 2, 3 and 4 and shall run with the land.

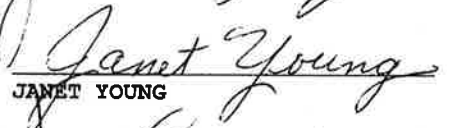
This Agreement shall bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this
Agreement the day and year first above written.

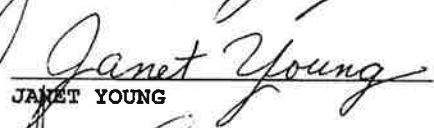

J. LAVAR YOUNG

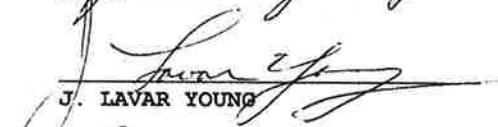

JANET YOUNG

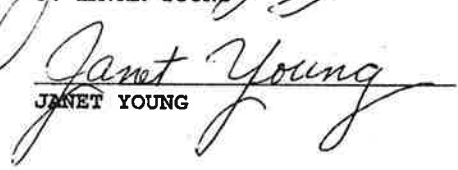

J. LAVAR YOUNG


JANET YOUNG


J. LAVAR YOUNG


JANET YOUNG


J. LAVAR YOUNG


JANET YOUNG

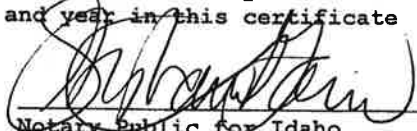
STATE OF IDAHO)
 : ss
County of Canyon)

On this 16th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared J. LAVAR YOUNG and JANET YOUNG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



(Seal)


Notary Public for Idaho
Residing at _____, Idaho
My Commission expires: _____

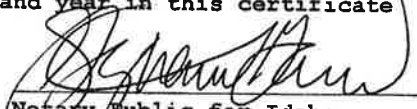
Residing in Nampa, Idaho
My Commission Expires 7-31-12

STATE OF IDAHO)
 : ss
County of Canyon)

On this 16th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared J. LAVAR YOUNG and JANET YOUNG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at Nampa, Idaho
My Commission expires: _____

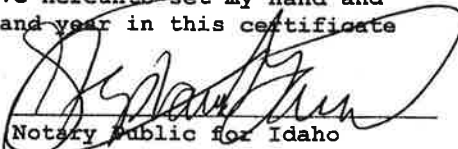
Residing in Nampa, Idaho
My Commission Expires 7-31-12

STATE OF IDAHO)
 : ss
County of Canyon)

On this 16th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared J. LAVAR YOUNG and JANET YOUNG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at _____, Idaho
My Commission expires: _____

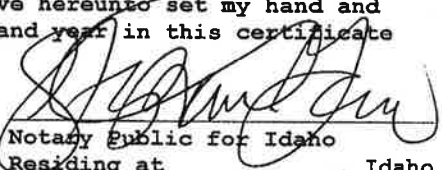
Residing in Nampa, Idaho
My Commission Expires 7-31-12

STATE OF IDAHO)
 : ss
County of Canyon)

On this 16th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared J. LAVAR YOUNG and JANET YOUNG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at _____, Idaho
My Commission expires: _____

Residing in Nampa, Idaho
My Commission Expires 7-31-12

EXHIBIT A

Description of: PARCEL 1

Lavar Young November 9, 2004

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows:

BEGINNING at the east $\frac{1}{4}$ corner of said Section 11; thence,

S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78, said point also marked by a $\frac{1}{2}$ inch rebar witness corner set 23.99 feet westerly in the westerly right of way line of said highway; thence,

S.89°41'59"W., 362.75 feet to a $\frac{1}{2}$ inch rebar; thence,

N.00°16'18"E., 325.87 feet to a $\frac{1}{2}$ inch rebar set in the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence,

S.89°51'11"E., 362.52 feet along said north line, being the south line of Wilson Cemetery Lane, to the **POINT OF BEGINNING**,

said PARCEL 1 containing 117,656 square feet or 2.701 acres, more or less.

Said PARCEL 1 is subject to the right of way of said State Highway No. 78, with the following described portion of said PARCEL 1 lying easterly of the westerly right of way line of said State Highway No. 78: **BEGINNING** at the east $\frac{1}{4}$ corner of said Section 11; thence,

S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78; thence,

S.89°41'59"W., 23.29 feet to a $\frac{1}{2}$ inch rebar set in the westerly right of way line of said highway; thence,

N.11°21'45"W., 329.85 feet along said westerly right of way line to a $\frac{1}{2}$ inch rebar set in the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence,

S.89°51'11"E., 89.59 feet along said north line to the **POINT OF BEGINNING**,

said portion of PARCEL 1 lying east of said westerly right of way line containing 18,240 square feet or 0.419 acres, more or less,

leaving a net area of 99,416 square feet or 2.282 acres, more or less lying west of said highway.

Prepared by: John S. Austin,
Idaho PLS 5081



EXHIBIT A

EXHIBIT B

Description of: PARCEL 2

Lavar Young November 9, 2004

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows:

Commencing at the east $\frac{1}{4}$ corner of said Section 11; thence, S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78 at the POINT OF BEGINNING, said point also marked by a $\frac{1}{2}$ inch rebar witness corner set 23.99 feet westerly in the westerly right of way line of said highway; thence,

S.00°14'00"W., 276.96 feet along said east line of Section 11 to a found $\frac{5}{8}$ inch rebar; - thence,

N.89°51'03"W., 362.92 feet to a set $\frac{1}{2}$ inch rebar; thence,

N.00°16'18"E., 274.11 feet to a set $\frac{1}{2}$ inch rebar; thence,

N.89°41'59"E., 362.75 feet to the POINT OF BEGINNING,

said PARCEL 2 containing 99,972 square feet or 2.295 acres, more or less.

Said PARCEL 2 is subject to the right of way of said State Highway No. 78, with the following described portion of said PARCEL 1 lying easterly of the westerly right of way line of said State Highway No. 78: Commencing at the east $\frac{1}{4}$ corner of said Section 11; thence, S.00°14'00"W., 323.04 feet along the east line of said Section 11 to a pk nail set in the asphalt of State Highway No. 78 at the POINT OF BEGINNING; thence,

S.00°14'00"W., 113.71 feet along said east line of Section 11 to a $\frac{1}{2}$ inch rebar set in the westerly right of way line of said State Highway No. 78; thence,

N.11°21'45"W., 115.85 feet along said westerly right of way line to a $\frac{1}{2}$ inch rebar; thence, N.89°41'59"E., 23.29 feet to the POINT OF BEGINNING,

said portion of PARCEL 2 lying east of said westerly right of way line containing 1,324 Square feet or 0.030 acres, more or less.

leaving a net area of 98,648 square feet or 2.265 acres, more or less lying west of said highway.

Prepared by: John S. Austin,
Idaho PLS 5081

EXHIBIT B



EXHIBIT A

Description of: **PARCEL 3** Lavar Young Revised January 15, 2007

A parcel of land located in the NE¼ SE¼ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows:

Commencing at the east 1/4 corner of said Section 11; thence, S.00°14'00"W., 600.00 feet along the east line of said Section 11 to a found 5/8 inch rebar; thence, N 89°51'03"W., 362.92 feet to a ½ inch rebar set at the **POINT OF BEGINNING**; thence,

N.89°51'03"W., 362.92 feet to a found 5/8 inch rebar in the east line of Nighthawk Lane, a private road; thence,

N.00°13'46"E., 271.26 feet along said east line of Nighthawk Road to a set ½ inch rebar; thence

N.89°41'59"E., 363.14 feet to a set ½ inch rebar; thence,

S.00°16'18"W., 274.11 feet to the **POINT OF BEGINNING**,

said **PARCEL 3** containing 98,991 square feet or 2.273 acres, more or less.

SUBJECT TO: An access easement along the south line of said **PARCEL 3** to serve **PARCEL 2** being the south 20 feet of said **PARCEL 3**.

Prepared by: John S. Austin,
Idaho PLS 5081



EXHIBIT C

EXHIBIT ADescription of: **PARCEL 4**

Lavar Young November 9, 2004

A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, T.1 S., R.3 W., B.M., Owyhee County, Idaho, described as follows:

Commencing at the east 1/4 corner of said Section 11; thence, N.89°51'11"W., 362.52 feet along the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a $\frac{1}{2}$ inch rebar set at the **POINT OF BEGINNING**; thence,

S.00°16'18"W., 325.87 feet to a set $\frac{1}{2}$ inch rebar; thence,

S.89°41'59"W., 363.14 feet to a $\frac{1}{2}$ inch rebar set in the east line of Nighthawk Lane, a private road; thence,

N.00°13'46"E., 328.70 feet along the east line of said Nighthawk Lane to a found 5/8 inch rebar in the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence,

S.89°51'11"E., 363.36 feet along said north line, being along the south line of Wilson Cemetery Lane, to the **POINT OF BEGINNING**,

said **PARCEL 4** containing 118,884 square feet or 2.729 acres, more or less.

Prepared by: John S. Austin,
Idaho PLS 5081

**EXHIBIT** D

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed JULY 18, 2012

State File No. 2012-06343

DECEASED - LEGAL NAME PAUL BETTENCOURT OLIVEIRA, JR			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 43 YEARS	DATE OF BIRTH DECEMBER 23, 1968
BIRTH PLACE MOUNTAIN VIEW, CALIFORNIA		PLACE OF RESIDENCE MELBA, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (If wife, resident name) MELANIE ANNE SMITH	WAS DECEASED OVER IN U.S. ARMED FORCES? NO
FATHER - NAME PAUL BETTENCOURT OLIVERIMERICAN			BIRTH PLACE AZORES
MOTHER - MARRIAGE NAME MARY LUCY DUTRA			BIRTH PLACE AZORES
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSE PERRY L. ZEYER	
NAME AND ADDRESS OF FUNERAL FACILITY ZEYER FUNERAL CHAPEL, NAMPA, IDAHO			
DATE OF DEATH JULY 09, 2012	TIME OF DEATH 2:45 P.M.	CITY, TOWN OR LOCATION OF DEATH MELBA, IDAHO	COUNTY OF DEATH OWYHEE
CAUSE OF DEATH (Underlying cause last) ANYOTROPHIC LATERAL SCLEROSIS			Approximate Interval Between Cause and Death 2 YEARS
a. DUE TO (or as a consequence of)			
b. DUE TO (or as a consequence of)			
c. DUE TO (or as a consequence of)			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH (not resulting in the underlying cause given above) NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER AARON TINES		TITLE CORONER
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: JULY 18, 2012

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar

James B. Galt
JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

August 22, 2018

Gary Spackman
Director

MELANIE OLIVEIRA
10707 WILSON CEMETERY RD
MELBA ID 83641-4247

Re: Change in Water Right Ownership: 57-2093 B (Split into 57-2093 B and **57-11993**),

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right 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 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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist I

Enclosures

c: WILLIAM TINCHER
YVONNE TINCHER
Water District 57R