

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 15 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-14317	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: Kenneth Ellis
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Steve and Shelly Kolar
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 537 Elizabeth Park Drive Twin Falls Idaho 83301
Mailing address City State ZIP
- 208-420-8377 or 208-280-3391 stevekolaratwinfalls@gmail.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: 01/01/1969
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.

8. Signature: Steve Kolar Title, if applicable _____ Date 10/09/17
 Signature of new owner/claimant

Signature: Shelly Kolar Title, if applicable _____ Date 10/09/17
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing ☒ W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by AK Date 3-17-18

State of Idaho
Department of Water Resources

Water Right
47-14317

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

14E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.035 0.07 0.14 Miles





TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
01:51:29 PM 09-30-2016
2016017307
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

Order Number: 16279455

Warranty Deed

For value received,

Brenda T. Ells, also shown of record as Brenda Ells, an unmarried person

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

John S. Kolar and Shelly L. Kolar, husband and wife

whose current address is PO Box 1867 Twin Falls, ID 83303

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

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 33: A tract of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the West one-quarter corner of said Section 33;
Thence running due East along the Southerly boundary of the NW $\frac{1}{4}$ for 1329.9 feet, more or less, to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and being THE REAL POINT OF BEGINNING;
Thence due East along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for 175 feet;
Thence North 150 feet;
Thence West 175 feet;
Thence South 150 feet to THE REAL POINT OF BEGINNING.

AND

TOWNSHIP 9 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 33: A tract of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the West one-quarter corner of said Section 33;
Thence running due East along the Southerly boundary of the NW $\frac{1}{4}$ for 1329.9 feet, more or less, to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and being THE REAL POINT OF BEGINNING;
Thence due East along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for 347.0 feet;
Thence North 5°06' East for 346.2 feet;
Thence East 252 feet;
Thence Northeast 23 feet to the West corner of bridge;
Thence North 90 feet to N. Coulee;
Thence Northwest along N. Coulee 203 feet to steel survey stake;
Thence North 38°24' West for 280.0 feet;
Thence North 28°25' West for 228.1 feet;
Thence North 40°18' West for 273.8 feet to a point on the Westerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°43' West along said Westerly boundary for 1153.2 feet to THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows:

Commencing at the West one-quarter corner of said Section 33;
Thence running due East along the Southerly boundary of the NW $\frac{1}{4}$ for 1329.9 feet, more or less, to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and being THE REAL POINT OF BEGINNING;
Thence due East along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for 175 feet;
Thence North 150 feet;
Thence West 175 feet;
Thence South 150 feet to THE REAL 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 28, 2016

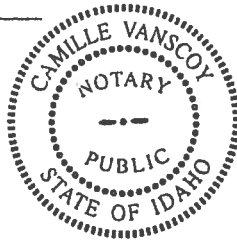
Brenda T. Ellis
Brenda T. Ellis

State of Idaho, County of ADA ss.

On this 29 day of September in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Brenda T. Ellis, 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.

Camille Vanscoy
Notary Public
Residing In:
My Commission Expires:
(seal)

Residing at: Meridian, Idaho
Commission Expires: 9/13/2018



Case No. 69666KC

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
11:27:46 AM 05-11-2017
2017007355
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

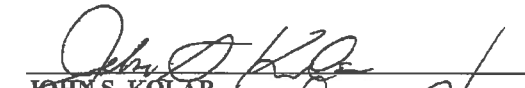
WARRANTY DEED

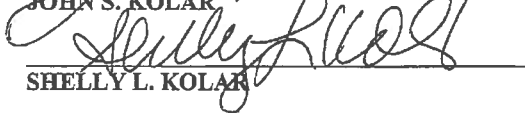
FOR VALUE RECEIVED **JOHN S. KOLAR and SHELLY L. KOLAR, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TOM McCAULEY, an unmarried man**, hereinafter called Grantee, whose address is: PO Box 175, Buhl, Idaho 83316, the following described premises in Twin Falls County, Idaho; to-wit:

SEE LEGAL DESCRIPTION ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 9, 2017



JOHN S. KOLAR


SHELLY L. KOLAR

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 11th day of May, 2017, before me, a Notary Public in and for said State, personally appeared **JOHN S. KOLAR and SHELLY L. KOLAR**, known or identified to me to be the people whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Notary Public for Idaho
Residing at Twin Falls, ID
Commission expires 7-30-19



Legal Description

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 33: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

BEGINNING at the West quarter corner of said Section 33, (a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section corner of said Section 33);

THENCE along the South boundary of the Northwest quarter of Section 33 North 89°40'36" East a distance of 1329.44 feet to the TRUE POINT OF BEGINNING.

THENCE continuing along the South boundary of the NW $\frac{1}{4}$ of Section 33 North 89°40'36" East for a distance of 330.00 feet;

THENCE North 00°16'00" East for a distance of 200.00 feet;

THENCE South 89°40'36" West to the West boundary of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 a distance of 330.00 feet;

THENCE South 00°16'00" West for a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.00 foot wide county road easement along the South boundary of the described parcel.

TWIN FALLS COUNTY

Recorded for:

SHELLY KOLAR

1:43:24 PM 12-14-2016

2016-021627

No. Pages:2 Fee: \$ 13.00

KRISTINA GLASCOCK

County Clerk

Deputy: JAME

QUITCLAIM DEED

(Modifying the legal description for Parcel 09514E334220)

FOR VALUE RECEIVED, John S. Kolar and Shelly L. Kolar, husband and wife, do hereby convey, release, remise and forever quitclaim unto John S. Kolar and Shelly L. Kolar, husband and wife, Grantees, all of their interest in the following described premises in the County of Twin Falls, State of Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION PARCEL "1"

Grantee's Present Mailing Address: 210 Addison Avenue
Twin Falls, Idaho 83301

together with their appurtenances.

Dated this 8th day of December, 2016

John S. Kolar
John S. Kolar

Shelly L. Kolar
Shelly L. Kolar

STATE OF IDAHO)

:SS

County of Twin Falls)

On this 8th day of December, 2016, before me, a Notary Public in and for said County and State, personally appeared **John S. Kolar and Shelly L. Kolar**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.



Shonna C. Fraser

Notary Public for Idaho

Residing at: Jerome

My Commission Expires: 7-09-2019

PARCEL DESCRIPTION

Parcel "1"

**TOWNSHIP 9 SOUTH RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO,**

SECTION 33: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33 and more particularly described as follows:

Beginning at the West Quarter (W $\frac{1}{4}$) Corner of said Section 33, (a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 North 89°40'36" East a distance of 1329.44 feet and the **TRUE POINT OF BEGINNING;**

Thence continuing along the South boundary of the Northwest quarter of Section 33 North 89°40'36" East for a distance of 330.00 feet;

Thence North 00°16'00" East for a distance of 200.00 feet;

Thence South 89°40'36" West to the West boundary of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of Section 33 a distance of 330.00 feet;

Thence South 00°16'00" West for a distance of 200.00 feet to the **TRUE POINT OF BEGINNING;**

SUBJECT TO:

- 1- A 25.00 foot wide county road easement along the South boundary of the described parcel

TWIN FALLS COUNTY

Recorded for:

SHELLY KOLAR

10:03:16 AM 04-20-2017

2017-006052

No. Pages:3 Fee: \$ 16.00

KRISTINA GLASCOCK

County Clerk

Deputy: CKULIK

RE-RECORD
TO
CORRECT
GRANTOR

TWIN FALLS COUNTY

Recorded for:

SHELLY KOLAR

1:43:23 PM 12-14-2016

2016-021626

No. Pages:3 Fee: \$ 16.00

KRISTINA GLASCOCK

County Clerk

Deputy: JAME

QUITCLAIM DEED

(Modifying the legal description for Parcel 09514E334210)

FOR VALUE RECEIVED, John S. Kolar and Shelly L. Kolar, husband and wife, do hereby convey, release, remise and forever quitclaim unto John S. Kolar and Shelly L. Kolar, husband and wife, Grantees, all of their interest in the following described premises in the County of Twin Falls, State of Idaho, to-wit:

AKA Steve Kolar

AKA Shelly Kolar

SEE ATTACHED LEGAL DESCRIPTION PARCEL "2"

Grantee's Present Mailing Address: 210 Addison Avenue
Twin Falls, Idaho 83301

together with their appurtenances.

Dated this 8th day of December, 2016

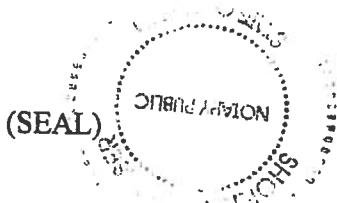
John S. Kolar
John S. Kolar

Shelly L. Kolar
Shelly L. Kolar

STATE OF IDAHO)
:SS
County of Twin Falls)

On this 8th day of December, 2016, before me, a Notary Public in and for said County and State, personally appeared **John S. Kolar and Shelly L. Kolar**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.



Sherry L. Kolar
Notary Public for Idaho
Residing at: Jerome
My Commission Expires: 7-09-2019

PARCEL DESCRIPTION

Parcel "2"

TOWNSHIP 9 SOUTH RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO,

SECTION 33: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33 and more particularly described as follows:

Beginning at the West Quarter (W $\frac{1}{4}$) Corner of said Section 33, (a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 on a bearing of North 89°40'36" East a distance of 1329.44 feet to the West boundary of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of section 33; Thence along the West boundary of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of section 33 on a bearing of North 00°16'00" East for a distance of 200.00 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°40'36" East for a distance of 330.00 feet;
Thence South 00°16'00" West for a distance of 200.00 feet to the South boundary of the Northwest quarter of Section 33;
Thence North 89°40'36" East for a distance of 16.31 feet;
Thence North 02°21'44" East for a distance of 172.68 feet;
Thence North 02°38'25" East for a distance of 161.60 feet;
Thence North 30°57'50" East for a distance of 40.26 feet;
Thence North 77°21'20" East for a distance of 23.85 feet;
Thence South 80°04'16" East for a distance of 208.24 feet;
Thence North 87°02'21" East for a distance of 22.78 feet;
Thence North 51°32'47" East for a distance of 17.03 feet;
Thence North 22°33'03" East for a distance of 79.18 feet;
Thence North 11°30'17" East for a distance of 25.16 feet;
Thence North 62°01'48" West for a distance of 198.28 feet;
Thence North 34°30'38" West for a distance of 530.12 feet;
Thence North 40°52'32" West to the West boundary of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of section 33 a distance of 306.14 feet;
Thence along the West boundary of the Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ of section 33 on a bearing of South 00°16'00" West for a distance of 1010.63 feet to the **TRUE POINT OF BEGINNING;**

SUBJECT TO AND TOGETHER WITH:

A 25.00 foot wide road easement; 12.50 feet each side of described centerline as follows:

Beginning at the West Quarter (W $\frac{1}{4}$) Corner of said Section 33, (a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 on a bearing of North 89°40'36" East a distance of 1675.75 feet to the **TRUE POINT OF BEGINNING;**

Thence North 02°21'44" East for a distance of 172.68 feet;
Thence North 02°38'25" East for a distance of 161.60 feet;
Thence North 30°57'50" East for a distance of 40.26 feet;
Thence North 77°21'20" East for a distance of 23.85 feet;

Thence South 80°04'16" East for a distance of 208.24 feet;
Thence North 87°02'21" East for a distance of 22.78 feet;
Thence North 51°32'47" East for a distance of 17.03 feet;
Thence North 22°33'03" East for a distance of 79.18 feet;
Thence North 11°30'17" East for a distance of 25.16 feet to terminus;

SUBJECT TO:

A 25.00 foot wide county road easement along the South boundary of the described parcel

TWIN FALLS COUNTY

Recorded for:

SHELLY KOLAR

10:57:42 AM 04-21-2017

2017-006160

10. Pages:3

Fee: \$ 16.00

KRISTINA GLASCOCK

County Clerk

Deputy: **SMEIER**

QUITCLAIM DEED

**PARCEL "3"
BUHL, IDAHO**

AKA Steve Kolar

AKA Shelly Kolar

FOR VALUE RECEIVED, John S. Kolar and Shelly L. Kolar, husband and wife, do hereby convey, release, remise and forever quitclaim unto John S. Kolar and Shelly L. Kolar, husband and wife, Grantees, all of their interest in the following described premises in the County of Twin Falls, State of Idaho, to-wit:

**SEE ATTACHED LEGAL DESCRIPTION FOR
PARCEL "3"**

Grantee's Present Mailing Address: 210 Addison Avenue
Twin Falls, Idaho 83301

together with their appurtenances.

Dated this 20th day of April, 2017.

John S. Kolar

John S. Kolar
Shelly L. Kolar

Shelly L. Kolar

STATE OF IDAHO)
 Jerome :ss
County of ~~Twin Falls~~)

On this 20th day of April, 2017, before me, a Notary Public in and for said County and State, personally appeared **John S. Kolar** and **Shelly L. Kolar**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.

TEENA MCCANDLESS-TOLMAN
NOTARY PUBLIC
STATE OF IDAHO
(SEAL)

Teena McCandless-Tolman

Notary Public for Idaho
Residing at: Jerome

My Commission Expires: 1/25/23

**PARCEL
DESCRIPTION
Parcel "3"**

TOWNSHIP 9 SOUTH RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS
COUNTY, IDAHO,

SECTION 33: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33 and more particularly described as follows:

Beginning at the West Quarter (W $\frac{1}{4}$) Corner of said Section 33, (a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 on a bearing of North 89°40'36" East a distance of 1675.75 feet to the **TRUE POINT OF BEGINNING;**

Thence North 02°21'44" East for a distance of 172.68 feet;
Thence North 02°38'25" East for a distance of 161.60 feet;
Thence North 30°57'50" East for a distance of 40.26 feet;
Thence North 77°21'20" East for a distance of 23.85 feet;
Thence South 80°04'16" East for a distance of 208.24 feet;
Thence North 87°02'21" East for a distance of 22.78 feet;
Thence North 51°32'47" East for a distance of 17.03 feet;
Thence North 22°33'03" East for a distance of 79.18 feet;
Thence North 11°30'17" East for a distance of 25.16 feet;
Thence South 76°36'02" East for a distance of 329.94 feet;
Thence South 53°43'30" East for a distance of 406.34 feet to the East boundary of the Northwest quarter of section 33;
Thence along the East boundary of the Northwest quarter of section 33, South 00°15'53" West a distance of 124.93 feet to the South boundary of the Southwest quarter of section 33;
Thence along the South boundary of the Southwest quarter of section 33, South 89°40'36" West for a distance of 983.15 feet to the **TRUE POINT OF BEGINNING:**

SUBJECT TO AND TOGETHER WITH:

A 25.00 foot wide road easement; 12.50 feet each side of described centerline as follows:

Beginning at the West Quarter (W1/4) Corner of said Section 33,(a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 on a bearing of North 89°40'36" East a distance of 1675.75 feet to the **TRUE POINT OF BEGINNING;**

Thence North 02°21'44" East for a distance of 172.68 feet;
Thence North 02°38'25" East for a distance of 161.60 feet;
Thence North 30°57'50" East for a distance of 40.26 feet;
Thence North 77°21'20" East for a distance of 23.85 feet;
Thence South 80°04'16" East for a distance of 208.24 feet;
Thence North 87°02'21" East for a distance of 22.78 feet;
Thence North 51°32'47" East for a distance of 17.03 feet;
Thence North 22°33'03" East for a distance of 79.18 feet;
Thence North 11°30'17" East for a distance of 25.16 feet to terminus;

AND

SUBJECT TO:

A 25.00 foot wide county road easement along the South boundary of the described parcel

TWIN FALLS COUNTY

Recorded for:

SHELLY KOLAR

10:57:43 AM 04-21-2017

2017-006161

io. Pages:2 Fee: \$ 13.00

KRISTINA GLASCOCK

County Clerk

Deputy: SMEIER

QUITCLAIM DEED

PARCEL "4"

BUHL, IDAHO

AKA Steve Kolar

AKA Shelly Kolar

FOR VALUE RECEIVED, John S. Kolar and Shelly L. Kolar, husband and wife, do hereby convey, release, remise and forever quitclaim unto John S. Kolar and Shelly L. Kolar, husband and wife, Grantees, all of their interest in the following described premises in the County of Twin Falls, State of Idaho, to-wit:

**SEE ATTACHED LEGAL DESCRIPTION FOR
PARCEL "4"**

Grantee's Present Mailing Address: 210 Addison Avenue
Twin Falls, Idaho 83301

together with their appurtenances.

Dated this 20th day of April, 2017.

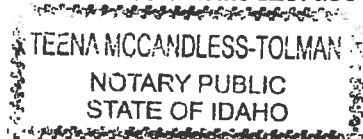
John S. Kolar
John S. Kolar

Shelly L. Kolar
Shelly L. Kolar

STATE OF IDAHO)
JEROME :ss
County of Twin Falls)

On this 20th day of April, 2017, before me, a Notary Public in and for said County and State, personally appeared **John S. Kolar** and **Shelly L. Kolar**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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)

Teena McCandless-Tolman
Notary Public for Idaho

Residing at: Jerome

1/25/23

My Commission Expires: 1/25/23

PARCEL DESCRIPTION
Parcel "4"

TOWNSHIP 9 SOUTH RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,
IDAHO,

SECTION 33: A parcel of land located in the SE¼NW ¼ of said Section 33 and more particularly described as follows:

Beginning at the North Quarter (N 1/4) Corner of said Section 33(a point that is North 89°20'56" East a distance of 2658.89 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the East boundary of the Northwest quarter of Section 33 a bearing of South 00°15'53" West a distance of 1322.92 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along the East boundary of the Northwest quarter of section 33, South 00°15'53" West a distance of 1197.99 feet;

Thence North 53°43'30" West for a distance of 406.34 feet

Thence North 76°36'02" West for a distance of 329.94 feet;

Thence North 62°01'48" West for a distance of 198.28 feet;

Thence North 34°30'38" West for a distance of 530.12 feet;

Thence North 40°52'32" West for a distance of 306.14 feet;

Thence North 00°16'00" East for a distance of 108.48 feet;

Thence North 89°30'46" East for a distance of 1329.43 feet to the **TRUE POINT OF BEGINNING;**

SUBJECT TO AND TOGETHER WITH:

A 25.00 foot wide road easement; 12.50 feet each side of described centerline as follows:

Beginning at the West Quarter (W1/4) Corner of said Section 33,(a point that is South 00°16'08" West a distance of 2630.63 feet from the Northwest Section (NW) Corner of said Section 33) Thence along the South boundary of the Northwest quarter of Section 33 on a bearing of North 89°40'36" East a distance of 1675.75 feet to the **TRUE POINT OF BEGINNING;**

Thence North 02°21'44" East for a distance of 172.68 feet;

Thence North 02°38'25" East for a distance of 161.60 feet;

Thence North 30°57'50" East for a distance of 40.26 feet;

Thence North 77°21'20" East for a distance of 23.85 feet;

Thence South 80°04'16" East for a distance of 208.24 feet;

Thence North 87°02'21" East for a distance of 22.78 feet;

Thence North 51°32'47" East for a distance of 17.03 feet;

Thence North 22°33'03" East for a distance of 79.18 feet;

Thence North 11°30'17" East for a distance of 25.16 feet to terminus;

Instrument No. 289345

WHEREAS, It is necessary and of advantage to the undersigned that a Public Highway be laid out and constructed through, over and across the lands of -he undersigned hereinafter mentioned, and

WHEREAS, The undersigned hereinafter desiring to give consent thereto,

NOW, THEREFORE, THIS INDENTURE Made and entered into on this - day of - - 1937- by and between R C Little and Blanche Little, his wife of - - County of Twin Falls, State of Idaho, the parties of the first part and Buhl Highway District in the County of Twin Falls, State of Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the above mentioned premises set forth and other good and valuable considerations, the receipt of which are hereby acknowledged, have granted unto the said party of the second part, its successors and assigns, a right of way for a public highway and consent that the same may be laid out and constructed over, through and across a strip of land the width of 25 feet on the South side of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, in Township 9 South, Range 14 East of Boise Meridian, as follows, to-wit:

Beginning at a point which is the Southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 33, T 9 S R 14 E B M. thence North a distance of 25 feet, thence West a distance of 1320 feet to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 33, T 9 S. R. 14 E B M., thence South a distance of 25 feet, thence East a distance of 1320 feet to the point of beginning.

TO HAVE AND TO HOLD The same unto the said party of the second part, its successors or assigns; to enter upon, use and enjoy the said right of way for the use and purpose aforesaid and for no other use.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year in this instrument first above written.

R C Little (SEAL)
Blanche Little (SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS

On this 21st day of August, 1937, before me, the undersigned, a Notary Public in and for said county, personally appeared R C Little and Blanche Little, - known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(F W Sinclair Notary Public)
(Los Angeles Co Calif)

F W Sinclair - - -

My commission expires -

My Commission expires Dec 4th, 1939

Filed for record at the request of W Lee Howard at 10-41 A M Jan 6, 1938

Fees \$1.00 paid

Frank J Smith
Recorder

RB

Idaho Power Company
POWER LINE EASEMENT

Valley Trout Farm, Inc......
~~hereby~~ Grantor(s), of **Twin Falls**.....County, State of **Idaho**....., do hereby grant and convey to IDAHO POWER COMPANY, a corporation, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a right of way and easement for the erection and continued operation, maintenance, repair, alteration, inspection and replacement of the electric transmission, distribution and telephone lines and circuits of the Grantee, attached to poles or other supports, together with guys, crossarms and other attachments and incidental equipment thereon, and appurtenances, with the right to permit the attachment of the wires and fixtures of other companies or parties, over, on and across the following premises, belonging to the said Grantor(s) in **Twin Falls**.....County, State of **Idaho**....., in the following location, to-wit:

SW 1/4 Sec. 33 Twp. 9 So. Range 14 EBM consisting of approximately 8.1 acres.

Together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, over-hanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

Executed and delivered this 2nd day of July, 1970

Valley Trout Farm, Inc.

STATE OF Idaho } ss.
County of Twin Falls }

On this 2nd day of July, 1970, before me, Ronald L. Brown
a Notary Public, personally appeared _____ and
_____, known to me to be the person(s) who executed the foregoing
instrument and acknowledged to me that _____ executed the same freely and voluntarily for the uses and purposes
therein mentioned.

(Notarial Seal)

Notary Public, residing at.....
Commission expires.....19.....

BOB 1M 3-68

OVER

x

'612620

Valley Mount Farm, Inc

Idaho Power Co

STATE OF Idaho }
County of Twin Falls } ss.

On this 2nd day of July, 1970, before me, Ronald L. Brown
a Notary Public, personally appeared Shelby Williams and
Kenneth Ellis and, to me personally known, who being duly sworn, did say that
they are respectively the President and the Secretary of the corporation that executed the within
instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

(Notarial Seal)

Ronald L. Brown
Notary Public, residing at Buhl, Idaho
Commission expires 10-12, 1971

STATE OF IDAHO } ss.
County of Twin Falls }
I hereby certify that this instrument
filed for record at the request of Idaho Power Co
2:30 o'clock, SEP 23 1970
in my office and duly recorded in book
..... of page
H. A. LANCASTER
EX. CLERK
Charles Lathford
Fee \$ 2
Return to Box 24, Lander

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED.

VALLEY TROUT FARMS, INC.

a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby Grant, Bargain, Sell and Convey unto

KENNETH S. ELLIS and BRENDA T. ELLIS, Husband and Wife, whose current address is Route 2, Buhl, Idaho
grantee, the following described real estate, situated in Twin Falls County, Idaho, to-wit:

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho,

Section 33: A tract of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, described as follows: Commencing at the West one-quarter corner of said Section 33; thence

running due East along the Southerly boundary of the NW $\frac{1}{4}$ for 1329.9 feet more or less, to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and being the real point of beginning; thence due East along the Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for 175 feet; thence North 150 feet; thence West 175 feet; thence South 150 feet to the real point of beginning.

Containing 0.602 acres more or less.

TOGETHER WITH a 6-inch domestic well, submergible pump, pressure tank and cinler block pump house.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: April 25, 1974

VALLEY TROUT FARMS, INC.

By

Shelby Williams
PRESIDENT.

ATTEST:

Kenneth Ellis
SECRETARY.

STATE OF IDAHO. } ss.
County of Twin Falls.

On this 25 day of April, 1974, before me, a Notary public in and for said State, personally appeared Shelby Williams and Kenneth Ellis, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 the State of Idaho,
Residing at _____, Idaho.

STATE OF IDAHO. } ss.
County of _____

I hereby certify that this instrument was filed for record at the request of **TWIN FALLS TITLE COMPANY** at _____ minutes past _____ o'clock m., this APR 26 1974 day of _____, 19____, in my office, and duly recorded in Book _____ of Deeds at Page _____

H. A. LANCASTER

Ex-Officio Recorder.

By

John Thomas
Deputy.

Fees \$ / 00

Mail to:

INSTRUMENT NO.

664690

1 DOMESTIC WELL AGREEMENT

2
3 PARTIES:

4 THIS AGREEMENT is made and entered into this 5th day
5 of November 1974, by and between Valley Trout Farms, Inc., an
6 Idaho corporation, of Buhl, County of Twin Falls, State of Idaho,
7 as party of the first part, and Kenneth S. Ellis and Brenda T.
8 Ellis, husband and wife, of Buhl, County of Twin Falls, State of
9 Idaho, hereinafter referred to as second parties.

10 WITNESSETH:

11 PROPERTY:

12 THAT WHEREAS, the property being the subject matter of
13 this agreement is described as follows:

14 PARCEL A:

15 Township 9 South, Range 14 E., B.M., Twin Falls County,
16 Idaho, SECTION 33:
17 Commencing at the West one-quarter corner of said
18 Section 33; Thence running due East along the
19 Southerly boundary of the NW $\frac{1}{4}$ for 1329.9 feet more or
20 less, to the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and being
21 the REAL POINT OF BEGINNING; Thence due East along the
22 Southerly boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for 347.0 feet;
23 Thence North 5°06' East for 346.2 feet; Thence East 252
24 feet; Thence Northeast 23 feet to the West corner of
25 bridge; Thence North 90 feet to North Coulee; Thence
26 Northwest along North Coulee 203 feet to steel survey
27 stake; Thence North 38°24' West for 280.0 feet; Thence
28 North 28°25' West for 228.1 feet; Thence North 40°18'
West for 273.8 feet to a point on the Westerly boundary
of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; Thence South 0°43' West along said
westerly boundary for 1153.2 feet to the REAL POINT OF
BEGINNING.

PARCEL B: A tract of land located in the Southeast
Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 33,
Township 9 South, Range 14 E., B.M., Twin Falls County,
Idaho, described as follows:

Commencing at the West one-quarter corner of said
Section 33; thence running due East along the
Southerly boundary of the Northwest Quarter for

1 1,329.9 feet more or less, to the Southwest
2 corner of said Southeast Quarter of the Northwest
3 Quarter (SE 1/4 NW 1/4) and being the Real Point of
4 Beginning, thence due East along the Southerly
5 boundary of said Southeast Quarter of the North-
6 west Quarter (SE 1/4 NW 1/4) for 175 feet, thence
7 North 150 feet; thence West 175 feet; thence South
8 150 feet to the Real Point of Beginning, containing
9 0.602 acres more or less, together with a 6-inch, 140
10 foot domestic well, new submergible pump, pressure tank
11 and cinder block pump house.

12 AND WHEREAS, the first party is the owner of Parcel A
13 and second parties are the owners of Parcel B, and,

14 WHEREAS, first party was the former owner of Parcel B,
15 and,

16 WHEREAS, during its ownership of parcel B, first party
17 installed a 6-inch domestic well, submergible pump, pressure tank
18 and cinder block pump house upon Parcel B for the purpose of pro-
19 viding domestic water to a dwelling located on Parcel A, and,

20 WHEREAS, the parties hereto wish to enter into an
21 agreement for the provision of domestic water from the well located
22 on Parcel B to a dwelling located on Parcel A.

23 CONSIDERATION:

24 NOW, THEREFORE, for and in consideration of the mutual
25 promises and covenants herein made and for the sum of ONE AND
26 NO/100 DOLLARS (\$1.00) in hand paid by first party to second
27 parties, receipt whereof is hereby acknowledged, the parties do
28 hereby agree as follows:

29 TERM:

30 That the term of this agreement shall be for a period
31 of twenty-five (25) years from and after the date first herein-
32 above written.

1 COVENANTS:

2 That the second parties shall maintain the well located
3 upon Parcel B at second parties' expense and, as necessary, shall
4 replace any of the intergral parts of said water system in order
5 to continue regular and normal provision of water. All electrical
6 charges shall be paid by second parties during the term of this
7 agreement.

8 That the extent of the requirement imposed upon Parcel B
9 shall be to provide domestic water for one (1) household, including
10 yard and garden spot located upon Parcel A. Second parties shall
11 fence, with legal fence, as provided in I.C. 35-101. Second parties
12 shall also provide ditches necessary to irrigate first party's
13 property.

14 It is further agreed between the parties that the
15 dominant tenement is Parcel A and the subservient tenement is
16 Parcel B and that the rights and responsibilities hereby created
17 are appurtenant to the land hereinabove described.

18 ATTORNEY FEES AND COURT COSTS:

19 It is specifically understood and agreed between each of
20 the parties hereto that in the event either party to this agreement
21 should default in any manner, whether by failure to make the pay-
22 ments specified herein or otherwise, that all attorney fees and
23 court costs incurred in any litigation concerning such matters
24 shall be collectible by the prevailing party, in addition to such
25 other remedies as the prevailing party may have under the terms
26 of this agreement, or which may be provided for by law.

27 HEIRS, ETC.:

28 The covenants in this contract shall extend to and bind

1 the heirs, personal representatives, assigns and successors of
2 the respective parties hereto.

3 SIGNATURES:

4 IN WITNESS WHEREOF, the parties hereto have hereunto set
5 their hands the day and year in this contract first above written.

6
7 VALLEY TROUT FARMS, INC.
8 ATTEST: By Shelby E. Williams
9 Kenneth S. Ellis Shelby E. Williams - President
10 Kenneth S. Ellis - Secretary FIRST PARTY

11 Kenneth S. Ellis
12 Kenneth S. Ellis
13 Brenda T. Ellis
14 Brenda T. Ellis - SECOND PARTIES

15 STATE OF IDAHO :
16 : ss.
17 County of Twin Falls :

18 On this 15th day of November 1974, before me, the under-
19 signed, a Notary Public in and for said County and State, person-
20 ally appeared Shelby E. Williams and Kenneth S. Ellis, known to
21 me to be the President and Secretary of Valley Trout Farms, Inc.,
22 respectively, and acknowledged to me that they executed said
23 contract on behalf of said corporation.

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

27 [Signature]
28 Notary Public for Idaho
Residing at Ruhl, Idaho

1 STATE OF IDAHO :
2 : ss.
3 County of Twin Falls :

4 On this 14 day of February, 1974, before me, the under-
5 signed, a Notary Public in and for said County and State, person-
6 ally appeared Kenneth S. Ellis and Brenda T. Ellis, husband and
7 wife, known to me to be the persons whose names are subscribed
8 to the foregoing instrument, and acknowledged to me that they
9 executed the same.

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

13 *James L. Anderson*
14 Notary Public for Idaho
15 Residing at Buhl, Idaho
16
17
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LAW OFFICES
HEPWORTH
NUNGSTER
FELTON
AND
HART
BUHL, IDAHO

Kenneth S. Ellis

Brenda T. Ellis

James L. Anderson
Notary Public
Buhl, Idaho

75 FEB 14 AM 9:06

070000

AGREEMENT

DRAINAGE BY COOPERATION

Instrument No. 180224

THIS AGREEMENT, Made this 10 day of September, 1925, by and between
A. R. Johnson, and R. C. Little of Buhl, Idaho, party
of the first part, called the "Owner", and the TWIN FALLS CANAL COMPANY, an Idaho Corporation, of Twin Falls, Idaho, party of the second
part called the "Company."

WHEREAS, the following described land belonging to the owner to-wit: 40 acres in the
Sec. 33, Tp. 9, S. R. 14 E.- SE-1/4, is at present being threatened by seepage, and whereas, the owner is about to install
a drainage system, comprising ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's engineer in
an effort to determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the Company may at its option and under the direction of said engineer locate the lines upon which said drainage works shall be
installed, the number, size, depth, character and location of trenches, drain tile, wells, etc., and shall have the right to enter on said lands and do
any and all things reasonably necessary in the furtherance of said work. That any person or persons whose lands depend upon these works for
drainage shall have the right to enter on these lands to join to, reconstruct and repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the owner to grow within one hundred (100) feet of these tile lines.

(3) That the owner will protect the tile lines against any and all damage resulting from filling with roots or filling up open outlets, or the
breaking into the tile by surface waters or from any other cause.

(4) That the owner shall excavate the trenches, deliver and lay the tile, join the wells thereto, cover the joints of the tile with sand, fill and
properly puddle the trench all under the direction of the Company's engineer

(5) That the Company shall pay to the owner the sum of 27c per cu. yd. for such trench excavation in earth, gravel or loose rock that can be
handled with pick and shovel, that shall be found of the proper depth and width, furnish tile and gravel at the Company's yards at

Buhl, and drill such drainage wells as the Company believes necessary and
drill and blast such rock that cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division of expense only. That the Company does not in any wise admit or acknowledge
that the seepage hereinbefore referred to or any part thereof, is the result of any neglect or other act or omission on the part of the Company, or
that it is in any wise responsible for the reclamation of same, or that the Company in any way admits or acknowledges a liability on account of
same, or liability or responsibility to install the said, or any system of drainage, or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of said wells and tile drains, the same shall be subject to the use of the Company for
irrigation, and the owner will grant to the Company a free easement and right of way for ditches or water-ways necessary to convey such waters
to the place or places desired by the Company in order to utilize or dispose of the same.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Assistant
Secretary.

A. R. Johanson

By R. C. Little

(Twin Falls Canal Company, Seal)
(Twin Falls, Idaho)

TWIN FALLS CANAL COMPANY,

By E. C. Lynch

Asst. Secretary.

STATE OF IDAHO }
COUNTY OF TWIN FALLS, } ss.

On this 10 day of September, 1925, before me Emma L. Wick
F. C. Lynch
a Notary Public in and for said County and State, personally appeared ~~Thos. M. Robertson~~ known to me to be the person whose name is subscribed
to the within instrument as the Assistant Secretary of the TWIN FALLS CANAL COMPANY, and acknowledged to me that he subscribed the name of
the TWIN FALLS CANAL COMPANY thereto as principal, and his own name as Assistant Secretary.

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

My commission expires Feb. 12, 1929. Emma L. Wick
(Emma L. Wick, Notary Public)
(State of Idaho.) Notary Public.

STATE OF IDAHO }
COUNTY OF TWIN FALLS, } ss.

On this 10 day of Sept., 1925, before me Thos. M. Robertson
a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

A. R. Johanson and R. C. Little

being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties
and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of Sept., 1925.

My commission expires April 21, 1926. Thos. M. Robertson
(Thos. M. Robertson, Notary Public)
(State of Idaho...) Notary Public.

Filed for record at the request of F. C. Lynch all-7/M. Sept. 18th 1925.

Fees: \$ 1.40 Paid. C. C. Siggins,

DM Recorder.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 19, 2018

STEVE & SHELLY KOLAR
537 ELIZABETH PARK DR
TWIN FALLS ID 83301-7459

Re: Change in Ownership for Water Right Nos: 47-7099 & 47-14317

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records and has enclosed a computer-generated report for you.

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 of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Bill Mills
Water Resource Agent Senior

Enclosures