

RECEIVED

MAR 05 2018

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-17354	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: Debra & Michael Requa
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Debra Nelson
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1014 Desert View Dr Twin Falls ID 83301
Mailing address City State ZIP
208-280-2555
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: _____.
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: Debra Nelson Title, if applicable _____ Date 3/5/18
Signature of new owner/claimant

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by dm Date 3-5-2018 Receipt No. 5036618 Receipt Amt. \$25-

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

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Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS
MAGISTRATE DIVISION

MICHAEL REQUA,

Petitioner,

vs.

DEBRA REQUA,

Respondent.

Case No. CV42-16-3733

**JUDGMENT AND DECREE OF
DIVORCE**

JUDGMENT IS ENTERED AS FOLLOWS:

1. **Divorce:** Respondent, Debra Requa, is granted a decree of divorce from Michael Requa on the fault based grounds of extreme cruelty. In regards to the fault based ground of extreme cruelty, both parties shall refrain from any publication, statements, etc. affecting the pecuniary interests of the other party in announcing the grounds for the divorce.

2. **Separate Property.** In accordance with Idaho Code § 32-903, the following property is reaffirmed as each party's separate property:

a. **To Respondent, Debra Requa:**

- Any retirement accounts in her name.
- Real property located at 331 & 331 ½ 3rd Avenue East, Twin Falls, Idaho.
- Real property located at 1014 Desert View Dr., Twin Falls, Idaho 83301.
- Petitioner, Michael Requa, shall sign a quitclaim deed to effectuate relinquishing any interest in the above mentioned properties.

3. **Community Personal Property:** The community personal property shall be awarded as follows:

a. **To Respondent, Debra Requa:**

- The real property located at 1816/1820 Shoup Ave, Twin Falls, Idaho, 83301, subject to any debt thereon. Petitioner, Michael Requa, shall sign a quitclaim deed to effectuate relinquishing any interest in the above mentioned property. Respondent shall refinance the property within six months of the date this order is signed or, if the property is not refinanced within six months of the date of this Final Judgment and Order, Respondent shall immediately list the property for sale.
- The real property (lot) located at Plain View Dr., Twin Falls, Idaho. Petitioner, Michael Requa, shall sign a quitclaim deed to effectuate relinquishing any interest to Respondent and any document required to convey the water rights to Respondent in the above-mentioned property.

- 2014 Chevy Impala. Petitioner shall sign any necessary paperwork to transfer the title of this vehicle to Respondent.
- All other personal property in her possession, except as set forth herein.

b. To Petitioner, Michael Requa:

- All retirement accounts in his name.
- 1804/1808 Shoup Ave, Twin Falls, Idaho 83301, subject to the debt thereon. Respondent, Debra Requa, shall sign a quitclaim deed to effectuate relinquishing any interest in the above mentioned property. Petitioner shall refinance the property within six months of the date this order is signed; if the property is not refinanced within six months of the date of this Final Judgment and Order, Petitioner shall immediately list the property for sale. Additionally, Respondent shall within thirty days of the entry of this decree, provide (1) all paperwork and documents related to these properties, including but not limited to current rental agreements; (2) proof that rental payments for these properties are current and such payments have been applied to the debt on this property and any excess has been placed into a new 1804/1808 Shoup account).
- 867 Rose Street North, Twin Falls, Idaho 83301, subject to the debt thereon. Respondent, Debra Requa, shall sign a quitclaim deed to effectuate relinquishing any interest in the above mentioned property.
- 2009 Chevy Impala. Respondent shall sign any necessary paperwork to transfer the title of this vehicle to Respondent.

- 1978 Ford. Respondent shall sign any necessary paperwork to transfer the title of this vehicle to Respondent.
 - 1969 Ford Mustang. Respondent shall sign any necessary paperwork to transfer the title of this vehicle to Respondent.
 - All other personal property in his possession, including the Crown Royal bag of coins, the collectible car collection, saw horse, wagon wheel, and grandfather's knives with initials carved in them, which are yet to be returned by the Respondent to the Petitioner. The coin collection, the collectible car collection, saw horse, wagon wheel, and grandfather's knives with initials carved in them shall be given to Pastor Bear within thirty (30) days of the entry of this Judgment. The Court shall retain jurisdiction over the matters related to personal property for sixty (60) days.
- c. All keys to vehicles and properties will be returned to the person awarded the property in this order. All documents associated with properties shall be returned to the person awarded the property in this order. In addition, the parties shall sign any document necessary to effectuate the transfer of the property as awarded in this order. The parties shall arrange for the transfer of any property awarded in this order within two weeks of the Order being signed. The Petitioner has no keys that need to be provided to the Respondent. Any keys the Respondent has for the Petitioner can be given to Pastor Bear.
- d. Instructions in regards to properties. There is a joint checking account for the Shoup properties. The funds in the account shall be divided by the Respondent

and each party will open a new account for the Shoup property in his/her possession. All leases associated with any property awarded to Petitioner herein shall be delivered to Petitioner within two weeks of the Order being signed, if not already in his possession. All leases associated with any property awarded to Respondent herein shall be delivered to Respondent within two weeks of the Order being signed, if not already in her possession. A record of payments received, mortgage payments made, and money held for property taxes for each property shall be provided to the party who is awarded that property. All taxes, mortgages, and any other expense associated with any property awarded in this Order are the sole responsibility of the party who has possession. The Court shall retain jurisdiction over the bank accounts and property taxes until the joint account is divided and the taxes are paid.

4. The parties shall hold each other harmless for the debts awarded to each, and shall indemnify each other against any lawsuit, judgment, award, or action which may be brought on any such debt for any reason. Indemnification shall include payment of or reimbursement for attorney fees, costs, or judgments rendered in any such action.
5. **Debts:** There are no community debts that the parties are aware of, except the debt secured by the real properties as set forth above. Each party shall bear responsibility for any debt in his or her name or for any debt that a party is currently paying on. Each party shall pay those debts as or before they become due and to hold the other party harmless from any obligation concerning those debts.
6. **2017 Taxes:** For tax year 2017 and all subsequent years, each party shall file separately, paying income tax on their respective incomes and retaining all interest in and to any tax

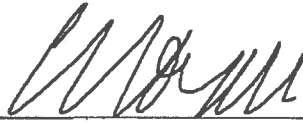
refunds. Each party shall be allowed to claim the properties being awarded to him/her herein on the 2017 taxes. The parties shall file married filing separately for the 2017 tax year.

7. **No Contact Orders:** All previous orders restricting or prohibiting contact between the parties or restricting the parties' ability to go to certain location or within a certain distance of the other party are hereby terminated. This applies to all orders previously entered in the above-entitled case and all previously filed Civil Protection Orders cases between the parties. There shall be no order restricting or prohibiting contact between the parties; or restricting parties' ability to go to certain location or within a certain distance of the other party.
8. **2016 Tax Refund Check.** The Petitioner shall sign over the tax refund check in the amount of \$221.12. The check will be available for pick-up by Respondent at the office of Petitioner's attorney on the date the Final Judgment is filed by the court.
9. **Island Park Timbers Condo/Timeshare.** The Respondent shall be awarded the condo/timeshare in Island Park. The Respondent shall pay and all liabilities, payments, taxes, or other financial obligations due and owing regarding said timeshare.
10. **Payment of 2016 Taxes.** The Petitioner shall pay \$824.18 to the Respondent within 14 days of the entry this Judgment. The check for \$824.18 shall be available for pick-up by Respondent at the office of Petitioner's attorney.
8. **Retain jurisdiction:** The court shall retain jurisdiction over any and all issues regarding the refinancing and/or sale of any properties as set forth above.
11. **Name Change:** Debra Requa should be restored to the former last name of Debra Nelson.

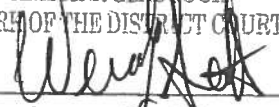
12. **Attorney's fees and costs:** Each party shall bear their own fees and costs. If either party has to bring an action to enforce this Final Judgment and Order, via contempt or other motion, then this Court shall award to the prevailing party their attorney fees and costs.

DATED: _____

Signed: 2/14/2018 02:12 PM



Honorable Calvin Campbell

State of Idaho 2/26/18
County of Twin Falls ss.
I hereby certify the foregoing to be a full, true
and correct copy of the original on file in the
above entitled action Page 7 of 8
KRISTINA GLASSOCK
CLERK OF THE DISTRICT COURT
By 
COURT SERVICES

CLERKS CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ Signed 2/16/2018 10:13 AM, I

caused to be served a true and correct copy of the foregoing document, by the following:

Lisa Schoettger Roy, Nielson, Barini-Garcia, Platts & McGee P.O. Box 487 Twin Falls, ID 83303-0487 LisaSchoettger@twinfallsattorneys.com	☐ U.S. Mail, postage prepaid ☐ Hand Delivered ☐ Overnight Delivery ☒ E File and Serve service@twinfallsattorneys.com
Shane Bengoechea Shane Bengoechea Law Offices, PC 671 E. Riverpark Ln., Ste. 120 Boise, ID 83706	☐ U.S. Mail, postage prepaid ☐ Hand Delivered ☐ Overnight Delivery ☒ E File and Serve: shane@soblawyers.com

Pam Schuler

Deputy Clerk



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

March 06, 2018

DEBRA D NELSON
1014 DESERT VIEW DR
TWIN FALLS ID 83301-8110

Re: Change in Ownership for Water Right No(s): 47-17354

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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,

Trish Fawcett
Technical Records Specialist I

Enclosure(s)