

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 21 2017

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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?
25-7137 012	Yes ☐	Yes ☐		Yes ☐	Yes ☐
update Pou	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Newell Richardson and Illa Mae Richardson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stephen Vern Zweifel and Pamela W Zweifel
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5225 Wild Dunes Ln Idaho Falls ID 83404
Mailing address City State ZIP
- (208)521-6286 szfarms@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: _____
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: *Stephen Zweifel* _____ 12-21-2017
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 *JB* Date 12/21/2017 Receipt No. E043622 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 *JB* Processed by *JB* Date 1/3/2017

Instrument # 689884

BINGHAM COUNTY

8-30-2017 03:52:59 PM No. of Pages: 3

Recorded for : STEPHEN VERN ZWEIFEL

PAMELA W. ECKHARDT Fee: 15.00

Ex-Officio Recorder Deputy

WARRANTY DEED

For Value Received

Newell Kay Richardson and Illa Mae Richardson, his wife,

the Grantors, do hereby grant, bargain, sell and convey unto the
Grantees,

Stephen Vern Zweifel and Pamela W. Zweifel, his wife,
5225 Wild Dunes Lane
Idaho Falls, Idaho 83404

the following described premises, to-wit:

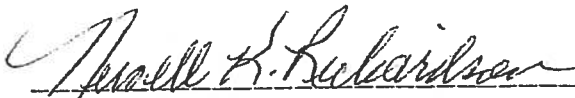
The attached legal description titled Tract I and Tract II and signed by grantors.

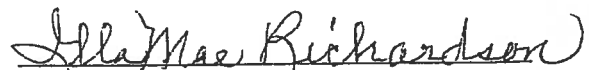
Together with all rights and ^{MR & MR} Subject to all existing easements and restrictions as
stated in that Indenture recorded in ^{Bingham} ~~Bonneville~~ County as instrument No. 220546 on
January 17, 1977. A copy of which is hereby delivered to Grantees.

Together with all water and water rights, ditches and ditch rights, improvements,
hereditaments and appurtenances thereto, however evidenced, and subject to all
covenants and restrictions, applicable building and zoning ordinances, use regulations and
restrictions, easements, rights-of-way, and encumbrances of record or established by
user with respect thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantees, their heirs and assigns forever. And the said 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 except as hereinabove set forth and that
they will warrant and defend the same from all lawful claims whatsoever.

DATED this 11th day of August, 2017.

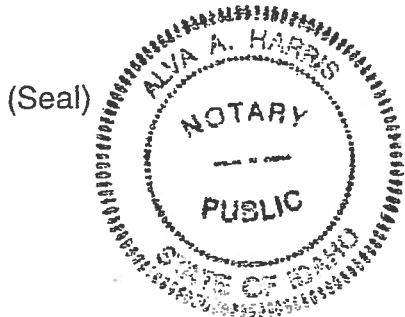

Newell Kay Richardson


Illla Mae Richardson

STATE OF Idaho)
~~UTAH~~)
County of Bingham) ss.

On this 11 day of August, 2017, before me, the Undersigned, a Notary Public in and for said State, personally appeared Newell Kay Richardson and Illa Mae Richardson, his wife, known to me to be persons, who executed the above WARRANTY DEED as grantors, 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 first above written.



Alva A. Harris
Notary Public for Utah
Residing at: Shelley, Idaho
My Comm. expires: 3-27-2023

County of Bingham,

State of Idaho, to-wit:

TRACT I:

Beginning at the South 1/4 corner of Section 2, Township 2 South, Range 39 E.B.M. and running thence North 0° 37' 46" East 1316.91 feet along the Section line to the Northwest corner of the Southwest 1/4, Southeast 1/4 of said Section 2, thence South 89° 35' 28" East 663.10 feet along the North line of the Southwest 1/4, Southeast 1/4 of said Section 2; thence South 1970.13 feet; thence North 89° 19' 26" West 687.57 feet to the North-South center line thru Section 11, Township 2 South, Range 39 E.B.M.; thence North 0° 52' 32" East 660.00 feet along the North-South center line of said Section 11 to the point of beginning containing 33.13 acres.

TRACT II:

That portion of the Northwest quarter, Southeast quarter of Section 2, Township 2 South, Range 39 E.B.M. lying South of the County road and West of an imaginary North-South line lying South 89° 35' 28" 663.10 feet East of the Southwest corner of said Northwest quarter, Southeast quarter of said Section 2 containing two acres, more or less.

Subscribed to:

Wm. H. Richardson

Illa Mae Richardson

689884

20016

THIS INDENTURE, Made this 2nd. day of August

in the year of our Lord one thousand nine hundred and seventy-six between
FRED KVARFORDT, JR. and WANDA KVARFORDT, his wife, AND WAYNE J. PETERSON
and MARLENE PETERSON, his wife,

of Idaho Falls, County of Bonneville, State of Idaho

the parties of the first part, and ROGER DeMORDAUNT and NEWELL K. RICHARDSON,
both married men, c/o Roger DeMordaunt, 961 East 25th Street, Idaho Falls,

of Idaho Falls County of Bonneville, State of Idaho

the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100 (10.00)-----DOLLARS,
and other good and valuable considerations
lawful money of the United States of America, to them in hand paid by the said parties of
the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and
by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second
part, and to their heirs and assigns forever, all the following described real estate situated in
County of Bingham, State of Idaho, to-wit:

TRACT I:

Beginning at the South 1/4 corner of Section 2, Township 2 South, Range 39
E.B.M. and running thence North 0° 37' 46" East 1316.91 feet along the
Section line to the Northwest corner of the Southwest 1/4, Southeast 1/4 of said
Section 2, thence South 89° 35' 28" East 663.10 feet along the North line of
the Southwest 1/4, Southeast 1/4 of said Section 2; thence South 1970.13 feet;
thence North 89° 19' 26" West 687.57 feet to the North-South center line thru
Section 11, Township 2 South, Range 39 E.B.M.; thence North 0° 52' 32" East
660.00 feet along the North-South center line of said Section 11 to the point
of beginning containing 33.13 acres.

TRACT II:

That portion of the Northwest quarter, Southeast quarter of Section 2, Township
2 South, Range 39 E.B.M. lying South of the County road and West of an imaginary
North-South line lying South 89° 35' 28" 663.10 feet East of the Southwest corner
of said Northwest quarter, Southeast quarter of said Section 2 containing two
acres, more or less.

Subject to:

1. General taxes for the year 1976, which are a lien, but are not yet due and payable.
2. All existing patent reservations, easements or rights of way either of record or appearing on the land and all applicable protective covenants, zoning ordinances, building codes, laws and regulations. (The protective covenants being recorded as Instrument No. 176814, records of Bingham County, Idaho.)
3. All existing timber right agreements or deeds of record in Bingham County, Idaho.
4. A certain contract provision contained in a contract of sale dated October 1, 1974, but thereafter amended by an agreement amending contract of sale dated August 1, 1976, between High Country Enterprises, Incorporated, as "Seller" and Donald Jackson and Vera Jackson, his wife, as "Buyers," which amendment was agreed and consented to by Wayne J. Peterson and Marlene Peterson, his wife, and specifically Paragraph X of the said original contract, as amended by the amending agreement, which original paragraph and amendment state:

"It is recognized by the parties that a cabin which has currently been constructed by Wayne Peterson on property adjacent (which is the property being conveyed by this deed) to the subject property (which is the property being sold to the Jacksons) is serviced by a water source which may originate on the subject property (that is being sold to Jackson), but then course through the Wayne Peterson property (that is the property being conveyed by this deed). The Buyers agree that they will not do anything to jeopardize the water source to the Peterson cabin, but it is also understood and agreed that they shall have the right to tap said water source to also service one cabin for themselves on the subject property. Any additional usages of the said water source for any additional cabins or other types of developments must be approved, in writing, by the said Wayne Peterson and wife, and the Buyers." (Parentheticals supplied.)

"The said easement and water right to be granted to Buyers is more specifically described as follows, to-wit:

An easement to draw and use water from a spring, the water from the spring which flows through a small creek, or a two-inch water line installed by Wayne J. Peterson and Marlene Peterson which taps in to said spring water, which water traverses the Peterson property hereinabove described, and to transport the said water by a water line adequate to service one cabin on the subject property for culinary purposes only, across the said Peterson property to the subject property; together with the right to repair, maintain and replace the said water line from time to time as may be necessary. The right to the use of the water shall be nonexclusive in the Buyers, that is, they shall share the joint use thereof with the said Petersons, their successors or assigns, and any others who might be permitted by the Petersons and the Buyers to have an interest in said water from time to time. The point of hookup by Buyers to the water source on the Peterson property shall be at a point at least 50 feet South of the South wall of Petersons' cabin located on their property; and the water line of the Buyers traversing the Peterson property shall also be at a point at least 50 feet South of the rear wall line of the cabin as if extended Westerly across the Peterson property. Buyers shall pay all costs and expenses for the repair, maintenance, replacement and upkeep of their water line; shall share equally and proportionately with all parties who use the water from the spring which flows through the Peterson property as to all costs and expenses of maintenance and upkeep of the said water supply; and Buyers shall be responsible for applying for their water right in the said spring water and payment of all costs associated therewith."

The Jackson property to which such rights, as above stated, are appurtenant is described as follows:

Beginning at a point that is South 89°19'26" East 1970.26 feet along the Section line from the Southwest Corner of Section 2, Township 2 South, Range 39, E.B.M.; thence North 1941.71 feet to the Williams Creek Road; thence South 40°20'42" East 264.44 feet along said road; thence South 72°21'54" East 531.97 feet along said road to the

720-15

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BR

North-South center line through said Section 2; thence South $0^{\circ}37'46''$ West 1596.90 feet along said North-South Center Line to the South one quarter corner of said Section 2; thence North $89^{\circ}19'26''$ West 660.78 feet along the Section line to the point of beginning, containing 26.30 acres.

5. There is also reserved an easement to draw and use water from the water source which services the cabin located on the property being conveyed by this deed, and to transport the same by a culinary water line of a size which will provide general culinary service to one cabin, across the property which is being conveyed by this deed to the tract hereafter described, together with the right to repair, maintain and replace the said water line as may be necessary, such right to the use of the water by said dominant tract to be nonexclusive to the owner or successors of said dominant tract, that is, such owner or successor shall share the joint use thereof with the owners and successors of the property being conveyed by this deed and Donald Jackson and Vera Jackson who claim an interest in said water, and any others who might have or claim an interest in the said water from time to time. The point of hookup or tap in to the water supply above identified shall be at a point at least 50 feet South of the South wall of the cabin located on the property being conveyed by this deed; and the water line extending to the dominant tract shall be at a point at least 50 feet South of the rear wall line of the cabin as if extended Eastwardly across the subject property. Said easement is further subject to the provision that the owners and successors of the dominant tract serviced by said water shall pay all costs and expenses for the repair, maintenance, replacement and upkeep of their water line; and shall share equally and proportionately with all parties who use the water from the spring which flows through the property being conveyed by this deed as to all costs and expenses of maintenance and upkeep of the said water supply; and said owners and successors of the dominant tract shall be responsible for applying for their water right in the said spring water and paying all costs associated therewith. The dominant tract to be serviced by said water and water line easement is described as follows:

Beginning at a point that is South $89^{\circ}19'26''$ East 677.49 feet along the Section line from the South Quarter Corner of Section Two (2), Township Two (2) South, Range Thirty-Nine (39), E.B.M., and running thence North 1310.09 feet to the North line of the Southwest Quarter, Southeast Quarter of said Section Two (2); thence South $89^{\circ}35'28''$ East 102.14 feet along said North line to the Williams Creek Road; thence South $56^{\circ}36'24''$ East 117.03 feet along said road; thence South $70^{\circ}49'54''$ East 460.70 feet along said road; thence South $63^{\circ}10'12''$ East 28.01 feet along said road; thence South 2078.87 feet; thence North $89^{\circ}19'26''$ West 660.05 feet; thence North 990.04 feet to the point of beginning, containing 33.34 acres.

6. The roadway leading from the county road to the cabin located on the subject property shall perpetually serve both the subject property and the "dominant" tract described in Paragraph 5 above for which dominant tract such easement is expressly hereby reserved, so as to provide access from and egress to the said county road for both of said tracts.

The term "culinary" as used hereinabove shall mean water service which would include, but not necessarily be limited to, the service for the cabin and for lawns, flower beds, shrubs and trees planted to decorate the cabin, and to water livestock permitted by the protective covenants.

Together with the following fixtures or other property located thereon:

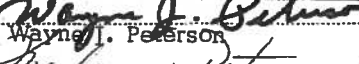
All existing inlaid linoleum and carpeting, window screens, screen doors, television antenna, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, electricity generator and motor, and all irrigation fixtures and equipment which are permanently attached to the premises, and all trees, plants and shrubs.

TOGETHER, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

 [Seal]
Fred Kvarfordt, Jr.
 [Seal]
Wanda Kvarfordt
 [Seal]
Wayne J. Peterson
 [Seal]
Marlene Peterson

STATE OF IDAHO,

County of Bonneville.

ss.

On this 15

day of September

in the year 1976, before me,

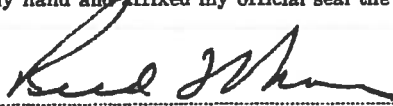
the undersigned

, a Notary Public in and for

said State, personally appeared FRED KVARFORDT, JR., WANDA KVARFORDT, WAYNE J. PETERSON and MARLENE PETERSON

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 the day and year in this certificate first above written.



Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.
My Commission Expires: 2/26/78



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

January 5, 2018

C.L. "BUTCH" OTTER
Governor

Stephen Zweifel
Pamela Zweifel
5225 Wild Dunes Ln
Idaho Falls ID 83404

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 25-7137

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 01