

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 06 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?
22-46 OK	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: KAY KARL; KAY ATRINA

Name of current water right holder/claimant

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

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

2923.5000W
Mailing address

Driggs
City

ID
State

83432
ZIP

208 351-2440
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: Karl Jay

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 7/6/2017

Receipt No. E04.3167

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 7/17/2017

Faren Z. Eddins, Esq. [Bar No 7817]
60 East Wallace Ave.
P.O. Box 631
Driggs, ID 83422
(208) 354-2345
(208) 354-2346 [facsimile]
fareneddins@tetonvalleylaw.com
Attorneys for Plaintiff

FILED
SEP 23 2010
TIME: 3:27 *dy*
TETON CO. ID DISTRICT COURT

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TETON
MAGISTRATE DIVISION

KARL R. KAY,

Plaintiff,

v.

KITRINA L. KAY,

Defendant.

Case No. CV-10- 356

STIPULATION FOR DIVORCE

WHEREAS, the parties hereto are now husband and wife; and

WHEREAS, certain unhappy differences and disputes have arisen between them, as a result of which they have separated; and

WHEREAS, the parties have reached an agreement between them; and

WHEREAS, an action for divorce is now pending in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Teton, in which the husband is Plaintiff and the wife is Defendant and which said cause is designated in the records of said Court as above cited; and

WHEREAS, it is the desire of the parties that a full, complete and final adjustment of all property rights, interest, claims and obligations, together with debts and obligations which each

have against the other be settled and determined.

WHEREAS, it is the desire of the parties that a full, complete, and final adjustment of all property rights, interest, claims, debts and obligations together with any issues involving minor children and obligations which each have against the other be forever determined, and

WHEREAS, Defendant does not wish to contest this divorce in any way and hereby waives her right to appear in court and waives the permitted time for appearance or defense, enters a general appearance, submits to the jurisdiction of the court, waives any additional time to plead or defend, consents to default being entered, and agrees that good cause exists for waiving the permitted time and refuses to plead further and consents to the immediate entry of judgment for divorce.

NOW THEREFORE, Plaintiff and Defendant mutually stipulate and agree with each other as follows, to-wit:

1. That jurisdiction is proper and Plaintiff has resided in the State of Idaho for at least six (6) weeks prior to the filing of this action;
2. That the Plaintiff and Defendant were married on the 7th day of May 1988, at Teton, Teton County, Idaho.
3. That a Decree of Divorce may be awarded to each of the parties on the grounds of irreconcilable differences and that each of the parties be restored to the status of single persons;
4. That the Defendant have the right to restore her maiden name of Armstrong if she so desires.
5. That Defendant is not now pregnant.
6. Defendant acknowledges that she has received a copy of the complaint filed in this action. Each of the parties agrees and consents that judgment may be entered in this matter,

according to the terms and conditions of this agreement, and each of the parties agrees and consents to an immediate hearing of this cause without further notice, either in term time or vacation, in open court or in chambers. Defendant acknowledges that she is not in the military service of the United States nor any branch thereof. Each of the parties waives the making of the findings of fact, conclusions of law and notice of entry of judgment.

7. The parties agree that all property, both separate and community, has been divided and confirmed in the respective parties, free and clear of any and all past, present or future claims of the adverse party.

8. The following is a complete listing of marital property as disclosed by the parties. Both agree that there has been an open, fair, honest and complete disclosure of all community interests. Unless otherwise indicated, the date of valuation is the date hereof. The values listed below are an approximate estimate. Assets with changing values shall be split according to their amount as of the date this Stipulation is filed.

<u>Property</u>	<u>Value</u>	<u>Recipient</u>
* 2001 Chevrolet ¾ ton truck	\$5,000.00	Plaintiff
* 2001 GMC ½ ton truck	\$10,000.00	Defendant
* 1967 Dodge 1½ ton farm truck	\$1500.00	Plaintiff
* 1961 Chevrolet 1½ ton farm truck	\$300.00	Plaintiff
* 1987 GMC ¾ ton farm truck	\$500.00	Plaintiff
* Property as discussed further in Number 11 of this Stipulation and described on Exhibit "A" attached hereto.		

Plaintiff and Defendant agree that any and all personal debt shall be the responsibility of the party whose name in which the debt was obtained. The parties also agree that any credit card debt shall be the responsibility of the party whose name the credit card is in. Each party will further be in charge of their own hospital bills that have been acquired under their individual names.

9. Each of the parties to this Stipulation does hereby release, waive and renounce

any and all right, title, interest or claims which they may have by virtue of marriage or by contract, agreement or by operation of law to any pension plan, IRA, 401k, Employment Retirement Account, life insurance contracts, or similar fund, whether vested or not, whether owned in the name of the other spouse, or in the name of some other party or entity, for the benefit of their spouse, provided, however, any plan or benefit not known by or disclosed pursuant to the terms of this Stipulation.

10. That the Defendant shall have the right to the restoration of her maiden name of Armstrong if she so desires.

11. Plaintiff and Defendant have already made an equitable division of miscellaneous household goods and other personal property and they agree that each will be awarded the miscellaneous household goods and other personal property of the marriage that is in their possession as of the date of decree.

12. Each party shall assume and pay all indebtedness which they have incurred individually since the separation of the parties, and shall indemnify and hold the other party forever harmless therefrom.

13. The Plaintiff shall be awarded possession of the parties home and property located at 292 South 5000 West, Driggs, Idaho containing approximately 320 acres, further described by Exhibit "A" attached hereto.

14. The parties agree that the Plaintiff shall be awarded possession of the rest of the farm property described in Exhibit "B" attached hereto containing approximately 160 acres free and clear. Plaintiff is planning on selling the 160 acres. The parties agree that the Defendant shall be awarded 10% of the proceeds from the sale of said property as long as the property is sold prior to the death of either party. Defendant acknowledges that fact that Plaintiff received the

property in Exhibit "A" and "B" as inheritance.

15. All other property and money received and retained by the parties pursuant hereto shall be the separate property of the respective party, free and clear from any right, interest or claim of the other party, and each shall have the right to deal with and dispose of his or her separate property, both real and personal, as fully and effectively as if the parties had never been married.

16. The parties agree that they be awarded the vehicles subject to any encumbrances thereto that are in their possession as of the date this Stipulation is signed, to hold free and clear as separate property.

17. Each party shall, upon request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect the provision of the stipulation.

18. Plaintiff's attorney will prepare the necessary documents and will make the necessary Court appearances in order to accomplish the divorce consistent with the provisions of this stipulation. Plaintiff will pay the entire attorney's fees and costs if this action is uncontested.

19. This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. A modification or waiver of any of the foregoing provisions shall be effective only if in writing and executed by the same formality as this agreement. The failure of any party to insist upon the strict enforcement of any provisions of this agreement shall be construed and governed in accordance with the laws of the State of Idaho. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.

20. The Plaintiff, Karl Kay, was represented by Faren Z. Eddins of Moulton Law

Office through this divorce matter while the Defendant, Kitrina Kay, was represented pro se and was advised and had the opportunity to seek legal counsel.

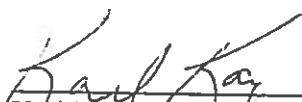
21. The parties have agree that they will file their 2010 income taxes together and will file separately thereafter.

22. The parties agree to release each other from the right to share in the estate of the other unless provided to do so by a Will or a Codicil to a Will executed subsequent to the date of the Stipulation.

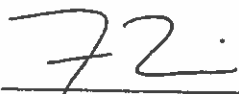
23. Time is of the essence and of a material part of this agreement. Except as otherwise stated herein, all of the rights, privileges and benefits of this agreement shall be binding upon the respective parties, their heirs, personal representatives, assigns and successors in interest.

24. This signed Stipulation is integrated and made a part of the Decree of Divorce.

DATED this 23 day of September 2010.


Karl R. Kay, Plaintiff


Kitrina L. Kay, Defendant


FAREN Z. EDDINS
Attorney for Plaintiff

STATE OF IDAHO)
 : ss.
County of Teton)

On this 23 day of Sept., in the year of 2010, before me, a Notary Public in and for said State, personally appeared KARL R KAY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

AMANDA WOOLSTENHULME
NOTARY PUBLIC
STATE OF IDAHO

Amanda Woolstenhulme
Notary Public for Idaho
Residing at: Teton Co. Id
My Commission expires:
8-31-2015

STATE OF IDAHO)
 : ss.
County of Teton)

On this 22nd day of Sept., in the year of 2010, before me, a Notary Public in and for said State, personally appeared KATRINA L KAY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

AMANDA WOOLSTENHULME
NOTARY PUBLIC
STATE OF IDAHO

Amanda Woolstenhulme
Notary Public for Idaho
Residing at: Vicior, Id
My Commission expires:
8-31-2015

Exhibit "A"

N1/2, Section 36, Township 5 North, Range 44, East Boise Meridian, Teton County,
Idaho.

Said parcel being subject to any easements, rights-of-way, covenants, conditions,
restrictions, reservations, agreements or encumbrances of sight and/or record.

Exhibit "B"

Lot 2, SE1/4NW1/4, S1/2NE1/4, Section 31, Township 5 North, Range 45, East Boise Meridian, Teton County, Idaho.

Said parcel being subject to any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.



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

July 21, 2017

C.L. "BUTCH" OTTER
Governor

Kay Karl
292 S 5000 W
Driggs ID 83422

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 22-46

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