

JUL 23 2015

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE 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?
37-8358	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Jim W. & Lois M. Koonce
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jim W. Koonce
New owner(s) as listed on the conveyance document Name connector and or and/or

P.O. Box 2015 Hailey ID 83333
Mailing address City State ZIP

208/788/9126 KOONCE-j@msn.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: 5/27/88 Initial application
Water License Priority Date 6/3/88

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: Jim W. Koonce _____ 7/20/15
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 DM Date 7-23-2015 Receipt No. 5034920 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 _____

11.50
SEP 22 2000
ORIGINAL

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LINCOLN

LOIS KOONCE,)
)
 Plaintiff,)
)
 vs.)
)
 JIM W. KOONCE,)
)
 Defendant.)

CV-2000-129
Case No. CV-00-129
DECREE OF DIVORCE
Talk to "Cary" 9/29/06

SERVICE COPY
11.50

This matter came before the court on the Plaintiff's Complaint for Divorce filed August 25, 2000. The parties have submitted to the court a Stipulation for Entry of Decree of Divorce and executed Marriage Settlement Agreement, advising the court that an agreement has been entered into compromising and settling all issues. The Court has reviewed the Stipulation, and the Marriage Settlement Agreement ("Agreement") and finds the same to be fair and equitable. The Court further finds that it has jurisdiction over both parties and the property of the parties, and related issues. The matter having been fully submitted to this Court for entry of final judgement and decree and both parties having so stipulated.

NOW THEREFORE, by reason of law and the premises the court finds as follows:

1. Plaintiff and Defendant are, and for a period of more than six (6) weeks prior to filing of the Complaint for Divorce, have been residents of the State of Idaho, county of Blaine.
2. Plaintiff and Defendant were married on the 1st day of November, 1957, and ever since said date have been husband and wife.
3. At no time during these proceedings has Plaintiff or Defendant been a member of the

Armed Forces of the United States, and none of the provisions of the Soldiers and Sailors Civil Relief Act or amendments thereto are applicable to this action.

4. All of the children born of the marriage are adults. There are no minor children.

5. Plaintiff and Defendant have entered into a written Marriage Settlement Agreement which:

a. Fully and fairly provides for the division or allocation of community property assets and liabilities;

b. Fully and fairly confirms their separate property interests;

c. And otherwise fully and fairly settles and relinquishes all marital rights against each other.

6. During the course of the marriage, certain irreconcilable differences have arisen creating substantial reasons for not continuing this marriage, and establishing sufficient grounds for the dissolution of this marriage.

7. Each party should pay his or her attorney fees incurred in obtaining this Decree of Divorce.

IT IS THEREFORE. ORDERED, ADJUDGED AND DECREED, that

A. The bonds of matrimony heretofore and now existing between the parties are dissolved and forever set aside and Plaintiff is granted a divorce, absolute, from Defendant on the grounds of irreconcilable differences.

B. The Marriage Settlement Agreement Attached hereto as exhibit A is hereby adopted, confirmed and merged into this Decree of Divorce and shall be enforced as an Order of this court as though all of its terms and provisions were set forth fully herein.

C. Each party shall bear his or her own attorneys fees, if any, incurred to date in securing

this Decree of Divorce.

DATED this 22 day of Sept, 2000.

151 **JOHN M. MELANSON**
Honorable John Melanson
Magistrate Judge

STATE OF IDAHO }
COUNTY OF LINCOLN } ss.

I hereby certify that the foregoing is a true copy of the original instrument on file in my office.

Dated Sept 25, 2000
By Sandy Perkins
Deputy Clerk

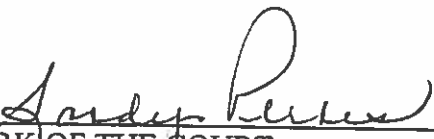
CERTIFICATE OF SERVICE

I hereby certify that on the 25 day of Sept., 2000, I served a true and correct copy of the within and foregoing document upon the attorney(s) named below in the manner noted:

Ned C. Williamson
Luboviski, Wygle, Fallowfield
and Williamson, PA
Attorneys at Law
P. O. Box 1172
Ketchum, ID 83340

Jennifer L. K. Haemmerle
Roark Law Firm
409 N. Main Street
Hailey, Idaho 83333

- X By depositing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.
- _____ By hand delivering copies of the same to the office of the attorney(s) at his offices in Hailey, Idaho.
- _____ By telecopying copies of same to said attorney(s) at the telecopier number _____, and by then mailing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.



CLERK OF THE COURT
BY: DEPUTY CLERK

ORIGINAL

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into by LOIS KOONCE a resident of the State of Idaho, (hereinafter referred to as the "Wife"), and JIM W. KOONCE a resident of the State of Idaho, (hereinafter referred to as the "Husband"), concerning their marital property rights and the support, maintenance and child custody rights arising from their marital relationship.

RECITALS

The parties hereto make this Agreement with reference to the following facts:

WHEREAS, the parties were married on November 1, 1957 in and ever since then, have been Husband and Wife.

WHEREAS, all children born of the marriage are adults, and there are no minor children of this marriage subject to the jurisdiction of the court.

WHEREAS, irreconcilable differences have arisen between the parties which render it impossible for the parties to continue to live together as Husband and Wife. As a result the parties have separated and desire a divorce.

WHEREAS, the parties desire to agree on a fair and equitable division of their property and debts.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Living Separate. Each party may continue to live separate and apart from the other for the rest of their lives in all respects as unmarried. Each party shall be free from all restraint, interference or control, direct or indirect, by the other party.

2. Division of Community Property and Confirmation of Separate Property.

A. PERSONAL PROPERTY – TANGIBLE

1. Husband shall receive as his sole and separate property, effective upon the execution of this Agreement, the tangible personal property set forth as follows:

- a. All personal property currently in his possession.
- b. 1992 Dodge diesel pick-up truck (~~1992 Dodge diesel pick-up truck~~)
- c. Ford 4WD 30 hp Tractor. (~~Ford 4WD 30 hp Tractor~~)

- d. One half of the parties' gold and silver coin collection.
- e. One half of the parties' art collection.
- f. The parties' tools and guns.

2. Wife shall receive as her sole and separate property, effective upon the execution of this Agreement, the tangible personal property set forth as follows:

- a. All personal property currently in her possession.
- b. 1998 Nissan Maxima
- c. One half of the parties' gold and silver coin collection.
- d. One half of the parties' art collection.
- e. The furnishings located in and around the community residence.

The parties shall cooperate with each other in deciding on a few items of furniture that the Husband may take possession of.

3. The following tangible personal property shall be listed for sale, and the proceeds divided equally between the parties. Such property will be listed for sale at a fair market value, in a manner agreed to by the parties. The parties shall split equally all costs of sale, advertising, etc, associated with the sales of this items. The court shall retain jurisdiction over this matter in the event the parties cannot decide on a fair selling price, manner of listing or any other issue related to the sales of the proceeds.

- a. 1993 26ft Dutchman 5th wheel trailer.
- b. 1989 Nissan Maxima SE

B. PERSONAL PROPERTY – INTANGIBLE

1. Husband shall receive as his sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

- a. One half of the parties' total interest in all retirement accounts, including, but not limited to IRAs and PERSI accounts. This may result in a split of each fund, or a division of whole and partial funds, in a manner to allow each party a one-half share of the funds, valued as of the date of this agreement. The parties shall cooperate in the preparation of QUADROS or any other document or waiver necessary to effect the agreed upon division.

- b. One half of the balance of all savings accounts not specifically

divided below.

c. One half of the balance of the small Pioneer Federal checking account.

d. Entire balance of Bank of America business checking account number ~~00000000~~ and shall pay all quarterly tax payments due September 15, 2000, from the balance of said account.

e. One half balance of First Security checking account number ~~00000000~~ after payment of VISA card balance, and payment of quarterly taxes due September 15, 2000, if not paid entirely out of Bank of America account as set forth above.

f. One half the balance of First Security savings account no. ~~00000000~~, or one-half of such balance left, if any in the event that outstanding property taxes are paid from this account as set forth below in paragraph 3.A.2.

2. Wife shall receive as her sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

a. One half of the parties' total interest in all retirement accounts, including, but not limited to IRAs and PERSI accounts. This may result in a split of each fund, or a division of whole and partial funds, in a manner to allow each party a one-half share of the funds, valued as of the date of this agreement. The parties shall cooperate in the preparation of QUADROs or any other document or waiver necessary to effect the agreed upon division.

b. One half of the balance of all savings accounts not specifically

divided below.

c. One half of the balance of the small Pioneer Federal checking account.

d. Entire balance of First Bank of Idaho account no. ~~00000000~~

e. One half balance of First Security checking account number ~~00000000~~ after payment of VISA card balance, and payment of quarterly taxes due September 15, 2000, if not paid entirely out of Bank of America account as set forth in paragraph 2. B. 1. d. above.

f. One half the balance of First Security savings account no. ~~00000000~~, or one-half of such balance left, if any in the event that outstanding property taxes are paid from this account as set forth below in paragraph 3.A.2.

C. REAL PROPERTY

1. The Husband shall receive as his sole and separate property the community real property described as:

Lot 8, Block 1, Chantrelle Subdivision, Phase 1, records, Blaine County, Idaho. (FMV \$54,000.00).

2. The Husband shall receive as his sole and separate property the community real property described as:

Lot 1, Block 1, Plaza Del Sol Subdivision, records, Blaine County, Idaho. (FMV \$157,500.00)

3. The parties are owners of community real property and residence described as:

Lot 2, Block 2, Buckhorn Subdivision, records, Blaine County, Idaho.

i. The real property is currently listed for sale. The property shall remain listed with an agreed upon broker and listing agent until the property is sold.

ii. Husband will reside in the community residence until the same is sold. The Husband shall pay all mortgages, lines of credit, and insurance on the residence. The December 2000 property taxes shall be paid from now existing community funds; Husband shall pay the property taxes commencing June 2001. The Husband shall be responsible for all day to day maintenance of the residence. Upon entry of the Decree of Divorce, the Husband and Wife shall continue to own the residence as tenants in common until the same is sold.

iii. This agreement is made in contemplation of a pending offer on the home.

A. The parties shall immediately, and without delay approve and authorize a final counter offer of \$635,000.00 to be conveyed by the Real Estate Center, along with other terms of counteroffer recommended by the Real Estate Center.

B. In anticipation that the counter offer is accepted, the parties agreed that upon sale of the residence, the parties shall pay the following from the proceeds of the home:

1. All commissions and costs of sale.

2. All outstanding property taxes on the property.

3. Payment in full of home equity line of credit secured by property, Bank of America, approximately \$27,500.00.



Source: Esri, DigitalGlobe, GeoEye, United States, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

7/20/15

RECEIVED

JUL 23 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

Dear IDWR-

I have recently become aware of the fact that my ex-wife is still listed as part owner of my water right 37-0358 even though she divorced me in 2000 and I was awarded Lot 1, Block 1, Plaza del Sol Subdivision, which is the property the water is assigned to.

I enclose a copy of our Decree of Divorce as well as the Marriage Settlement Agreement. On page 4, you can clearly see that I was given the property and by extension, the attached groundwater irrigation rights.

Can you please have her ^{name} removed from any claim or ownership to this water.
Thank you.

Sincerely,
Jim W. Koonce
Jim W. Koonce
Box 2015
Hailey, ID 83333
208-788-9126 h
208-720-3718 c
Koonce_j@msn.com



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

July 24, 2015

JIM KOONCE
PO BOX 2015
HAILEY ID 83333

RE: Change of Ownership for Water Right Nos. 37-8358

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). 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 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,

A handwritten signature in cursive script that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enclosure(s)