

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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APR 09 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-30315	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: KEVIN R ZAUNHA / PATRICIA H ZAUNHA
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): PATRICIA HOWERTON OPAL HOWERTON
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

1735 W JARVIS CT

Mailing address

MERIDIAN ID 83642

City State ZIP

208.887.1735 phzz@mindspring.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: 6/29/2012

6. 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.

7. Signature: Patricia Howerton 4/8/13
Signature of new owner/claimant Title, if applicable Date

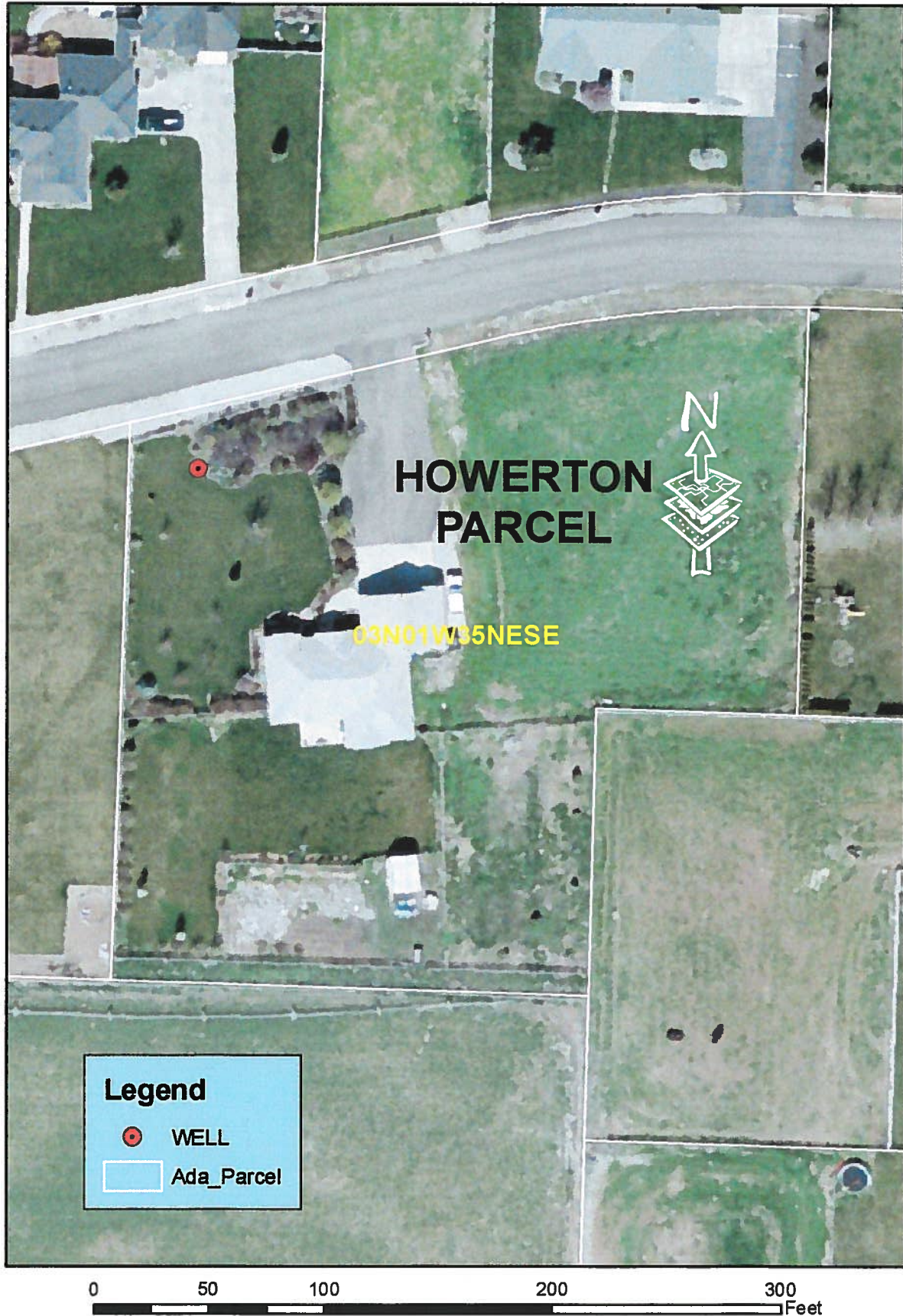
Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by HP Date 4-9-13 Receipt No. C096910 Receipt Amt. 25.00
Approved by PHS Processed by PHS Date 4-10-2013
248/42-1409(6) Rev. 07/10

WATER RIGHT 63-30315

1735 W JARVIS CT, MERIDIAN, ID 83642 LOT 22 BLK 1, PATRIOT RIDGE ESTATES



BOISE, ID 83712
PO BOX 9518
BOISE, ID 83707-9518
Telephone (208) 344-7811
Facsimile (208) 338-3290

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

PATRICIA H. ZAUHA,

Plaintiff,

v.

KEVIN RAY ZAUHA,

Defendant.

Case No. CV DR 1122414

**JUDGMENT AND DECREE OF
DIVORCE**

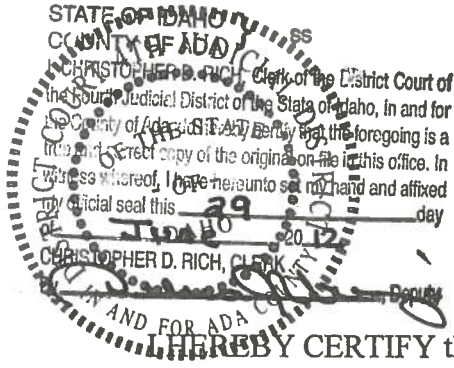
BASED UPON the stipulation of the parties, the file in this matter and good cause appearing, it is HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **DIVORCE**: Plaintiff (hereinafter referred to as "Patricia") and Defendant (hereinafter referred to as "Kevin") are granted a divorce from each other on the grounds of irreconcilable differences. Each is restored to the status of a single person.

2. **PROPERTY SETTLEMENT AGREEMENT**: The Property Settlement Agreement, dated June 26, 2012, is approved by this Court. A copy of that Agreement is attached hereto as **Exhibit "A,"** and by reference incorporated herein. All of the terms of said

Patricia Ann Opal Howerton.

DATED this 29 day of June, 2012.



MICHAEL J. REARDON

The Honorable Michael J. Reardon

CERTIFICATE OF SERVICE

HEREBY CERTIFY that on the 29 day of June, 2012, a true and correct copy of the within and foregoing instrument was served upon:

Kevin Ray Zauha
6342 N. Park Meadow Way,
Building #5-301,
Boise, Idaho
Served by: U. S. Mail

Matthew R. Bohn
Cosho Humphrey, LLP
PO Box 9518
Boise, ID 83707-9518
Served by: U. S. Mail

DEBRA URIZAR
Clerk of the Court

THIS AGREEMENT is made and entered into this 25th day of June, 2012, by and between PATRICIA HOWERTON ZAUHA, hereinafter referred to as "Patty," and KEVIN RAY ZAUHA, hereinafter referred to as "Kevin".

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.01. The parties hereto were married on or about November 25, 1995, at Boise, Ada County, Idaho, and ever since have been and still are Kevin and Patty.

1.02. There are no minor children born the issue of this marriage.

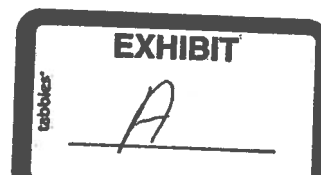
1.03. Unhappy differences have arisen between Kevin and Patty, as a result of which they have agreed to separate and enter into this Agreement

2. **TRANSFERS TO PATTY:** Kevin agrees to, and by this Agreement he does transfer, assign and convey unto Patty as her sole and separate property, and forever waives any and all rights in and to, the items more particularly described as follows:

2.01. Patty's personal effects;

2.02. All property identified with an "X" in the column "To Wife" on the Property and Debt Schedule attached hereto as **Exhibit "A,"** which is merged and incorporated herein;

2.03. Any other property in her possession or under her control except those items specifically being awarded to Kevin.



3. **TRANSFERS TO KEVIN:** Patty agrees to, and by this Agreement she does transfer, assign and convey unto Kevin as his sole and separate property, and forever waives any and all rights in and to, the items of property more particularly described as follows:

3.01. Kevin's personal effects;

3.02 All property identified with an "X" in the column "To Husband" on the Property and Debt Schedule attached hereto as **Exhibit "A,"** which is merged and incorporated herein. Kevin shall remove all property awarded to him within 30 days from the entry of the Judgment and Decree of Divorce;

3.02. Any other property in his possession or under his control except those items specifically being awarded to Patty.

4. **PAYMENT OF DEBTS BY PATTY:** Patty agrees to assume and pay the following debts:

4.01. All debts identified with an "X" in the column "To Wife" on the Property and Debt Schedule attached hereto as **Exhibit "A,"** which is merged and incorporated herein;

4.02. Any other debts incurred by her except those specifically being assumed
by Kevin

Property and Debt Schedule attached hereto as **Exhibit "A,"** which is merged and incorporated herein;

5.02. Any other debts incurred by him except those specifically being assumed by Patty.

Kevin agrees to indemnify and hold Patty harmless from the debts being assumed by him.

6. COMMUNITY RESIDENCE: The parties agree that the community residence located at 1735 W. Jarvis Court, Meridian, Idaho, and legally described as Lot 22 in Block 1 of PATRIOT RIDGE ESTATES, according to the Official Plat thereof, filed in Book 60 of Plats at Page(s) 6017-6018, records of Ada County, Idaho, shall be awarded to Patty. Kevin shall execute a quitclaim deed transferring all of his right, title and interest in said community residence upon entry of the Judgment and Decree of Divorce. Patty shall refinance said property to remove Kevin's name from the mortgage within ^{90 (per attached email consent) 180} days of the entry of the Judgment and Decree of Divorce and at refinance also pay to Kevin the sum of \$40,000 which represents his interest in said property. *KS* *RV*

7. RELEASE: Subject to the provisions of this Agreement, each party hereto has remised, released and forever discharged, and by these presents does for himself or herself, remise, release and forever discharge the other party of and from any cause or causes of action, claims, rights or demands whatsoever, in law or in equity, which either party ever had or now has against the other, including, without limitation, any claims and demands of either party upon or