

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 18 2024

DEPT. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-14164	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-2123	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-7068	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Vale E. Schwendiman and Diane P. Schwendiman
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Russell Schwendiman and Malissa Schwendiman
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

30 Meadow Creek Rd. Ririe ID 83443
Mailing address City State Zip
208-709-7493 rjsfarms@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: 12-31-2012

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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: Russell Schwendiman Malissa Schwendiman 11-18-24
Signature of new owner/claimant Title, if applicable Date
Russell Schwendiman
Print name
Signature: Russell Schwendiman Malissa Schwendiman 11-18-24
Signature of new owner/claimant Title, if applicable Date
Malissa Schwendiman
Print name

SUPPORT DATA
IN FILE # 25-2123

Returned - Refund Requested 1/10/2025
For IDWR Office Use Only: Receipt No. E050492 Receipt Amt. 75.00

Received by M. Fitts Date 11-18-24
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

State of Idaho
Department of Water Resources
Water Right

25-7068

1:50,000



Legend

- Boundary
- Water Right
- Irrigated Land

WARRANTY DEED

VAL E. SCHWENDIMAN and DIANE P. SCHWENDIMAN, husband and wife, as GRANTOR,
for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
RUSSELL SCHWENDIMAN and MALISSA SCHWENDIMAN, husband and wife, as GRANTEE,
whose address is P. O. Box 608 Ririe, Idaho 83443 and Grantee's successors and assigns, all
of the following described real property, to-wit:

Township 2 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho.

Section 10: SW1/4; W1/2 SE1/4

Section 15: N1/2; S1/2 lying North and East of the Bone Road

**Section 16: N1/2 lying North and East of the Bone Road
NE1/4 SE1/4 lying North of the Bone Road**

Section 17: NE1/4 NE1/4 lying North of the Bone Road

Township 2 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Section 17: SW 1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

All that portion of the Southwest Quarter of Section 17, Township 2 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, lying Easterly of a line described as follows: Beginning at a point on the Mercator Idaho Grid System East Zone, the Y coordinate being North 667,240.00 feet, and the X coordinate being East 603,770.00 feet (said coordinate point lying approximately N87°20'W a distance of 2850 feet from the Southeast Corner of said Section 17); thence N68°41'39"E to a point on the East line of said Southwest Quarter and the True Point of Beginning; thence S68°41'39"E to the point of commencing; thence N18°07'12"W to a point on the North line of the said Southwest Quarter of Section 17, and the Point of Terminus of the above described line.

Section 18: All

Section 19: Government Lots 3 and 4; E 1/2 SW 1/4; SE 1/4

Section 20: N 1/2 S 1/2

Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho.

Section 8: E 1/2 NE 1/4; E 1/2 SE 1/4

Section 9: NW 1/4 NW 1/4; SW 1/4 NW 1/4; SE 1/4 NW 1/4; SW 1/4

Section 16: N 1/2 S 1/2 NW 1/4; N 1/2 NW 1/4

Section 17: NE 1/4 NE 1/4

This instrument filed as an accommodation only. It has not been examined as to its execution, insurability or effect on Title.

SUBJECT TO the 2012 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

ALSO SUBJECT TO AN EXISTING MORTGAGE RECORDED UNDER INSTRUMENT NO. 1229347 on June 5, 2006, which the herein Grantees agree to assume and pay.

ALSO SUBJECT TO AN EXISTING MORTGAGE RECORDED UNDER INSTRUMENT NO. 1135488 on November 17, 2003 and re-recorded UNDER INSTRUMENT NO. 1145014 on March 3, 2004, which the herein Grantees agree to assume and pay.

ALSO SUBJECT TO AN EXISTING MORTGAGE RECORDED UNDER INSTRUMENT NO. 1135487 on November 17, 2003 and re-recorded UNDER INSTRUMENT NO. 1145013 on March 3, 2004, which the herein Grantees agree to assume and pay.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

Grantor, for himself and his successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated: December 28, 2012

Val E. Schwendiman
VAL E. SCHWENDIMAN

Diane P. Schwendiman
DIANE P. SCHWENDIMAN

STATE OF IDAHO)

) ss

COUNTY OF BONNEVILLE)

On December 28, 2012, before me, the undersigned, personally appeared

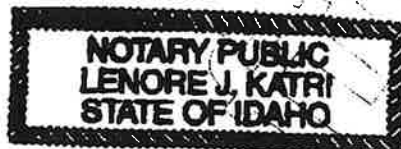
VAL E. SCHWENDIMAN and DIANE P. SCHWENDIMAN

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Lenore J. Katri
Notary Public for the State of Idaho

Commission Expiration Date: _____

Residing at Idaho Falls, Idaho
My Commission Expires: 01/30/2015



PTC 2015037086

RECORDED ELECTRONICALLY
NUMBER: 1499006
BONNEVILLE COUNTY
DATE: 06/02/2015 TIME: 12:37 pm
SIMPLIFILE.COM 1-800-460-5657

RERECORDED TO ADD AKA

SPECIAL WARRANTY DEED

AKA VAL F. SCHWENDIMAN
VAL SCHWENDIMAN and DIANE SCHWENDIMAN, husband and wife, as GRANTOR.
AKA DIANE P. SCHWENDIMAN

for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
RUSSELL SCHWENDIMAN and MALISSA SCHWENDIMAN, husband and wife, as GRANTEE,

whose address is P.O. Box 608 Boise, ID 83743 and Grantee's successors and assigns, all of the following described real property, to-wit:

See Attached Exhibit "A"

Instrument # 1504159

IDAHO FALLS, BONNEVILLE, IDAHO
2015-08-05 01:39:44 PM No. of Pages: 2
Recorded for: PIONEER TITLE CO OF BONNEVILLE
RONALD LONGMORE Fee: \$13.00
Ex-Officio Recorder Deputy LSpoklie
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

may 28
Dated: March 2015.

Val Schwendiman
Val Schwendiman

Diane Schwendiman
Diane Schwendiman

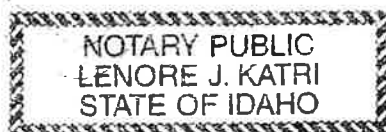
STATE OF IDAHO

COUNTY OF BONNEVILLE

On may 28 2015, before me, the
undersigned, personally appeared VAL SCHWENDIMAN and DIANE
SCHWENDIMAN, known or identified to me to be the persons
whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Lenore J. Katri
NOTARY FOR THE STATE OF IDAHO
Commission Expires: _____

Residing at Idaho Falls, ID
My Commission Expires 01-30-2021



**Township 3 North Range 40 East of the Boise Meridian, Bonneville County,
Idaho**

**Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$ less 1.6 acres highway
NE $\frac{1}{4}$ SE $\frac{1}{4}$**

Excepting therefrom all of the following described properties:

- a. Beginning approximately 60.00 feet South of the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 8, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, on the South right of way line of U.S. Highway 26; thence South 650.00 feet; thence East 300.00 feet; thence North 650.00 feet; thence West 300.00 feet to the point of beginning.**
- b. Beginning approximately 60.00 feet South of the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 8, Township 3 North, Range 40 East of the Boise Meridian, Bonneville County, Idaho, on the South right of way line of U.S. Highway 26 and proceeding South 650.00 feet to the Point of Beginning; thence South 910.00 feet; thence East 300.00 feet; thence North 910.00 feet; thence West 300.00 feet to the point of beginning. Containing approximately 6.26 acres and the following improvements: two metal quansits, 15,000 sack potato cellar, small labor home, large labor home, metal shop (40' X 45"), (4) 10,000 bushel grain bins, (2) 6000 bushel grain bins**

**Section 9: NW $\frac{1}{4}$ NW $\frac{1}{4}$ less 6.29 acres with improvements
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$
W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$**

Section 16: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$

**Township 2 North, Range 40 East of the Boise Meridian, Bonneville County,
Idaho**

**Section 30: Government Lot 1
NE $\frac{1}{4}$ NW $\frac{1}{4}$
N $\frac{1}{2}$ NE $\frac{1}{4}$**

Exhibit "D" to Contract of Sale and Exchange

BONNEVILLE COUNTY RECORDER
1145013 MAR 3 '04 PM 1032

Warranty Deed

LEO and LOIS M. PARKER, husband and wife, individually and LEO PARKER and LOIS PARKER, or their successors in trust as trustees of the LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT dated February 29, 1980, as GRANTOR, of Driggs, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto VAL and DIANE SCHWENDIMAN, husband and wife of 9633 E. Highway 33, Newdale, Idaho, GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

1. Real Property:

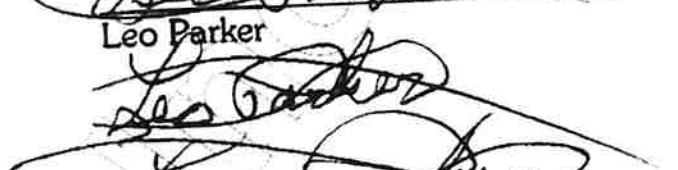
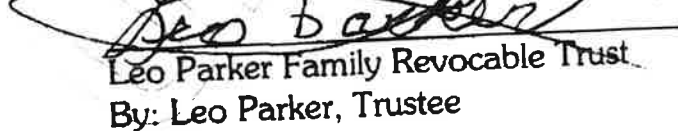
See attached Exhibit "A"

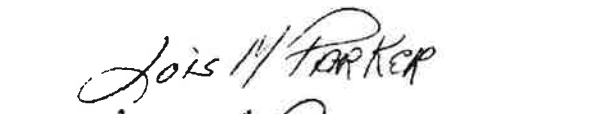
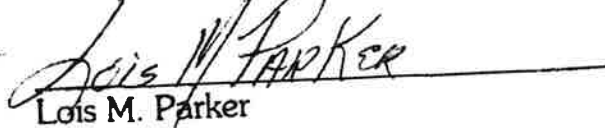
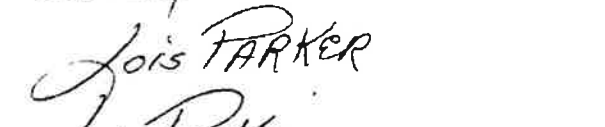
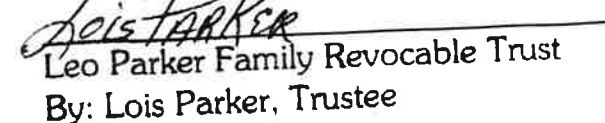
TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging in anywise appertaining.

Grantors, for themselves, their successors and assigns, do hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantors hereunto have set their hands and seal the 14th day of November, 2003.


Leo Parker

Leo Parker

Leo Parker Family Revocable Trust
By: Leo Parker, Trustee



Lois M. Parker


Leo Parker Family Revocable Trust
By: Lois Parker, Trustee

INSTRUMENT NO.	1135487
DATE	11/17/03
INST. CODE	205
IMAGED PGS	3
FEE	90
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded	
Ronald Longmore County Recorder	
By	K Swanson Deputy
Request of	Kko

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, a Notary Public in and for said County and State, personally appeared **LEO and LOIS M. PARKER**, 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 by official seal the day and year first above written.

(SEAL)



Bertha Stafford
Notary Public of Idaho
Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared **LEO PARKER AND LOIS PARKER**, as trustees of the Leo Parker Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as trustees of the Leo Parker Family Revocable Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



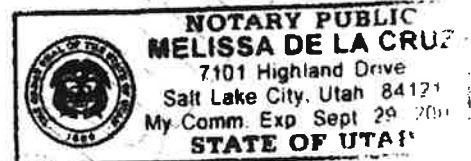
Bertha Stafford
Notary Public for Idaho
My Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

STATE OF ^xUtah

COUNTY OF ^xSalt Lake) ss.

On this ^x23 day of ^xFebruary, in the year of 2004, before me ^xMelissa de la Cruz, personally appeared Leo Parker and Lois Parker, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the Leo Parker Family Revocable Trust and acknowledged to me that they executed the same as such trustees.

Melissa de la Cruz
Notary Public of ^xUtah
Residing at: ^xSalt Lake City, Utah 84121
Commission Expires: ^xSept 29, 2007

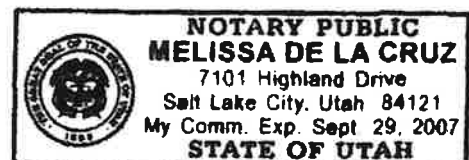


STATE OF ^xUtah)

COUNTY OF ^xSalt Lake) ss.

On this ^x23 day of ^xFebruary, in the year of 2004, before me ^xMelissa de la Cruz, personally appeared Leo Parker and Lois M. Parker, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Melissa de la Cruz
Notary Public of ^xUtah
Residing at: ^xSalt Lake City, Utah 84121
Commission Expires: ^xSept 29, 2007



INSTRUMENT NO.	1145013
DATE	3-23-04
INST. CODE	205
IMAGED PGS	5
FEE	15.00
STATE OF IDAHO) as	
COUNTY OF BONNEVILLE)	
I hereby certify that the within	
instrument was recorded.	
Ronald Longmire, County Recorder	
By	<u>R. Longmire</u>
Deputy	
Request of	FATLO

Exhibit "A" To Warranty Deed

Township 3 N Range 40, EBM, Bonneville County, Idaho

TRACT I:

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$ less 1.6 a Hwy.
NE $\frac{1}{4}$ SE $\frac{1}{4}$
(Less approximately 4.47 acres identified in Tract III below)
(Less approximately 6.26 acres with improvements identified
in Tract V below)

Section 9: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (less 6.29 acres with improvements identified
in
Tract II below)
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

TRACT III:

House and 4.47 Acres

Beginning approximately 60 feet South of the NW Corner of the NE $\frac{1}{4}$
NE $\frac{1}{4}$, Section 8, Township 3 N, Range 40 EBM, Bonneville
County, Idaho on the South right-of-way line of U.S. Highway 26, thence
South 650 feet; thence East 300 feet; thence North 650 feet; thence West
300 feet, to the point of beginning.

TRACT IV:

Section 16: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$

*Together with all water rights, licenses, easements, well agreements, etc.,
associated with said property, including but not limited to, water license
numbers 25-7068, 25-2123, and the well agreement with Joe Avery.

TRACT IV:

Section 16: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$

TRACT V:

Commencing approximately 60 feet South of the NW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8, Township 3 North, Range 40 EBM, Bonneville County, Idaho, on the South right-of-way line of U.S. Highway 26 and proceeding South 650 feet to the point of beginning; thence South 910 feet; thence East 300 feet; thence North 910 feet; thence West 300 feet, to the point of beginning. Containing approximately 6.26 acres and the following improvements: two metal quansits, 15,000 sack potato cellar, small labor home, large labor home, metal shop (40' x 45'), (4) 10,000 bushel grain bins, (2) 6,000 bushel grain bins.

*Together with all water rights, licenses, easements, well agreements, etc., associated with said property, including but not limited to, water license numbers 25-7068, 25-2123, and the well agreement with Joe Avery.



Exhibit "D" to Contract of Sale

Warranty Deed

LUCK-E-LEVEN FARMS, INC., an Idaho corporation, and **LEO PARKER** and **LOIS PARKER**, or their successors in trust as trustees of the **LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT** dated February 29, 1980, as GRANTORS, of P.O. Box 26, Ririe, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **VAL and DIANE SCHWENDIMAN**, husband and wife of 9633 E. Highway 33, Newdale, Idaho, GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

1. Real Property:

See attached Exhibit "A"

SUBJECT TO: All existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantors, for themselves, their successors and assigns, do hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantors hereunto have set their hands and seal the 14th day of November, 2003.

Luck-E-Leven Farms, Inc.

By: 
Leo Parker, President

Leo Parker Family Revocable Trust

By: Leo Parker
Leo Parker, Trustee

Leo Parker Family Revocable Trust

By: Lois Parker
Lois Parker, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, a Notary Public in and for said County and State, personally appeared **LEO PARKER**, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(SEAL)



Bertha Stafford
Notary Public of Idaho
Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

STATE OF IDAHO)

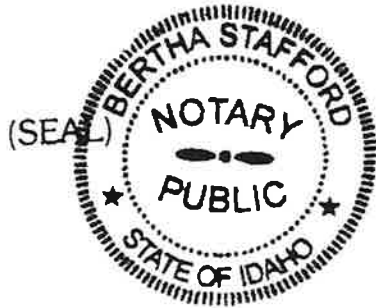
EXHIBIT "D" TO CONTRACT OF SALE -2

INSTRUMENT NO.	<u>1135489</u>
DATE	<u>11.17.03</u>
INST. CODE	<u>205</u>
IMAGED PGS	<u>4</u>
FEE	<u>12.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By <u>R. Swanson</u>	Deputy
Request of <u>Falco</u>	

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared **LEO PARKER AND LOIS M. PARKER**, as trustees of the Leo Parker Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as trustees of the Leo Parker Family Revocable Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bertha Stafford
Notary Public for Idaho
My Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

Exhibit "A" To Warranty Deed

Township 3 N Range 40, EBM, Bonneville County, Idaho

Section 9: $W\frac{1}{2} SW\frac{1}{4} SW\frac{1}{4}$
 $SE\frac{1}{4} NW\frac{1}{4}$
 $E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$
 $E\frac{1}{2} W\frac{1}{2} SW\frac{1}{4}$
 $E\frac{1}{2} SW\frac{1}{4}$

Section 8: $SE\frac{1}{4} SE\frac{1}{4}$

Section 16: $N\frac{1}{2} S\frac{1}{2} NW\frac{1}{4}$
 $N\frac{1}{2} NW\frac{1}{4}$

Section 17: $NE\frac{1}{4} NE\frac{1}{4}$

*Together with all water rights, licenses, easements, well agreements, etc., associated with said property, including but not limited to, water license numbers 25-7068, 25-2123, and the well agreement with Joe Avery.



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 632897

FOR VALUE RECEIVED

Juan F Martinez and Auxilio Martinez, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Caleb Williams and Holly Williams, husband and wife

whose current address is

**304 Swan Valley Hwy
Ririe, ID 83443**

the grantee(s), the following described premises, in Bonneville County, Idaho, TO WIT:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 29, 2023

Juan F. Martinez
Juan F Martinez

Auxilio Martinez
Auxilio Martinez

State of Texas) ss
County of EL PASO

On this 29th day of March, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Juan F Martinez and Auxilio Martinez, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ernestina Salcedo
Notary Public for the State of Texas
Residing at: EL PASO, TX
Commission Expires: 08/07/2023

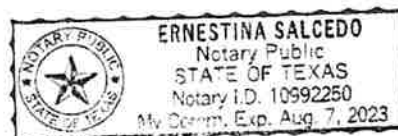


EXHIBIT "A"

632897

BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, SAID POINT HAVING A STATIONING OF 813+77.56, AS PER F.A.P. NO. F-6501(7); THENCE NORTH $89^{\circ}18'56''$ EAST ALONG THE NORTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 1148.82 FEET; THENCE SOUTH $00^{\circ}41'04''$ EAST FOR A DISTANCE OF 19.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE SWAN VALLEY HIGHWAY/F.A.P. NO. F-6501(7); THENCE NORTH $89^{\circ}08'47''$ EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}08'47''$ EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 64.55 FEET; THENCE SOUTH $73^{\circ}10'06''$ EAST (RECORD = SOUTH $73^{\circ}09'56''$ EAST) ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 98.74 FEET, SAID POINT HAVING A STATIONING OF 826+95.06; THENCE NORTH $89^{\circ}08'47''$ EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH $00^{\circ}13'23''$ EAST FOR A DISTANCE OF 443.00 FEET; THENCE SOUTH $89^{\circ}08'47''$ WEST FOR A DISTANCE OF 188.51 FEET; THENCE NORTH $00^{\circ}13'23''$ WEST FOR A DISTANCE OF 448.00 FEET; THENCE NORTH $89^{\circ}08'47''$ EAST FOR A DISTANCE OF 9.83 FEET; THENCE NORTH $00^{\circ}51'13''$ WEST FOR A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING

WARRANTY DEED

For Value Received LEO PARKER AND LOIS PARKER OR THEIR SUCCESSORS IN TRUST AS TRUSTEES OF THE LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT DATED FEBRUARY 29, 1980

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NORMAN C. WELCH and CLARA B. WELCH, husband and wife

whose address is:

Hereinafter called the Grantee, the following described premises situated in BONNEVILLE County, Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

INSTRUMENT NO.	897566
DATE	5-16-94
INST. CODE	203
FICHE NO.	9746-49
FEE	6-
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I, _____, Clerk of the County, do hereby certify that the within instrument was recorded.	
Recorded by _____	
County Record _____	
By _____ Deputy	
Request of _____	

94 MAY 16 PM 4 44

BONNEVILLE COUNTY
RECORDER

877566

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: MAY 12, 1994

LEO PARKER

LOIS PARKER

STATE OF IDAHO

COUNTY OF BONNEVILLE

On this 12TH day of MAY, in the year 1994, before me BERTHA STAFFORD, a Notary Public in and for said State, personally appeared LEO PARKER AND LOIS PARKER, known or identified to me to be the persons whose names are subscribed to the within instrument as the trustees of THE LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT DATED FEBRUARY 29, 1980, and acknowledged to me that THEY subscribed their names as trustees.



Notary Public for: IDAHO
Residing at: IONA, IDAHO
Commission Expires: 11-23-99

Box 233
Idaho Falls, Idaho 83408

6-34612



TRACT I

Part of the Northwest Quarter of Section 9, Township 3 North, Range 40, East of the Boise Meridian, Bonneville County, Idaho described as follows: Beginning at a point on the South right of way line of U.S. Highway No. 26 [Federal Aid Project No. F-6501(7)], said point of beginning being North 89°18'56" East 1148.82 feet along the section line and South 0°41'04" East 19.98 feet from the Northwest corner of said Section 9 and running thence along said right of way line the following three (3) courses; (1) North 89°08'47" East 74.11 feet; thence (2) South 73°10'06" East (shown of record to be South 73°09'56" East) 98.74 feet to an angle point at Highway Station 826+94.07; thence (3) North 89°08'47" East 20.00 feet; thence South 0°13'23" East 443.00 feet; thence South 89°08'47" West 188.51 feet; thence North 0°13'23" West 473.00 feet to the point of beginning.

LESS AND EXCEPTING: That portion of the following described legal that fall within the above described property: Commencing at a point in the center line of Idaho State Highway No. 26, said point lying North 87°43'49" East, 741.70 feet, from the Northwest corner of said Section 9; thence North 88°58'42" East along said center line 430.39 feet; thence South 1°02'48" East 64.54 feet; thence North 87°30'35" West, 26.84 feet; thence North 2.5 feet to a point in the Southerly right-of-way line of said Highway 26 and the true point of beginning; thence East along said right-of-way line, 12.5 feet; thence South 25 feet; thence West 25 feet; thence North 25 feet to a point in said South right-of-way line; thence East along said right-of-way line 2.5 feet to the true point of beginning.

ALSO LESS: Beginning at a point on the South right of way line of U.S. Highway No. 26 [Federal Aid Project No. F-6501(7)], said point of beginning being North 89°18'56" East 1317.34 feet along the section line and South 0°13'23" East 49.43 feet from the Northwest corner of said Section 9 and running thence South 73°10'06" East (shown of record to be South 73°09'56" East) 0.16 feet along said right of way line to an angle point at Highway Station 826+94.07; thence North 89°08'47" East 20.00 feet along said right of way line; thence South 0°13'23" East 443.00 feet; thence South 89°08'47" West 20.16 feet more or less to the West line of said Northeast quarter of the Northwest Quarter; thence North 0°13'23" West 443.05 feet along said West line to the point of beginning.

TRACT II

Part of the Northeast quarter of the Northwest quarter (NE¼ NW¼) of Section 9, Township 3 North, Range 40, East of the Boise Meridian, Bonneville County, Idaho described as follows: Beginning at a point on the South right of way line of U.S. Highway No. 26 [Federal Aid Project No. F-6501(7)], said point of beginning being North 89°18'56" East 1317.34 feet along the section line and South 0°13'23" East 49.43 feet from the Northwest corner of said Section 9 and running thence South 73°10'06" East (shown of record to be South 73°09'56" East) 0.16 feet along said right of way line to an angle point at Highway Station 826+94.07; thence North 89°08'47" East 20.00 feet along said right of way line; thence South 0°13'23" East 443.00 feet; thence South 89°08'47" West 20.16 feet more or less to the West line of said Northeast quarter of the Northwest Quarter; thence North 0°13'23" West 443.05 feet along said West line to the point of beginning.

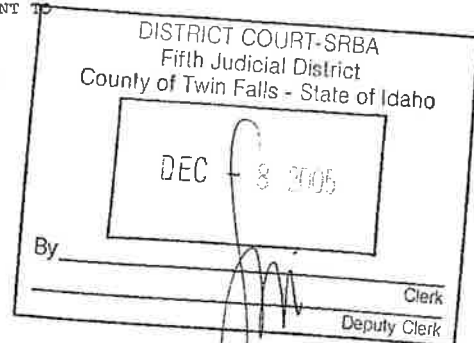
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 19576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 25-02123



NAME AND ADDRESS: DIANE P SCHWENDIMAN
VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE, ID 83436

SOURCE: GROUND WATER

QUANTITY: 7.50 CFS
2376.00 AFY

USE OF THIS RIGHT WITH RIGHT NO. 25-7068 IS LIMITED TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 2376 AF.

THE RIGHTS LISTED BELOW ARE LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 9.06 CFS AND TO A TOTAL COMBINED ANNUAL
DIVERSION VOLUME OF 2432 AF. COMBINED RIGHT NOS.: 25-2123,
25-7068, AND 25-14164.

PRIORITY DATE: 08/08/1956

POINT OF DIVERSION: T03N R40E S09 NWNW Within Bonneville County
NWNW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	7.50 CFS 2376.00 AFY

PLACE OF USE:	Irrigation	Within Bonneville County
T03N R40E S08	NENE 38.0	SENE 37.0
	NESE 40.0	SESE 40.0
S09	NWNW 34.0	SWNW 40.0
	SENW 40.0	NESW 40.0
	NWSW 40.0	SWSW 40.0
	SESW 40.0	
S16	NENW 40.0	NWNW 40.0
	SWNW 33.0	SENW 26.0
S17	NENE 40.0	
608.0 Acres Total		

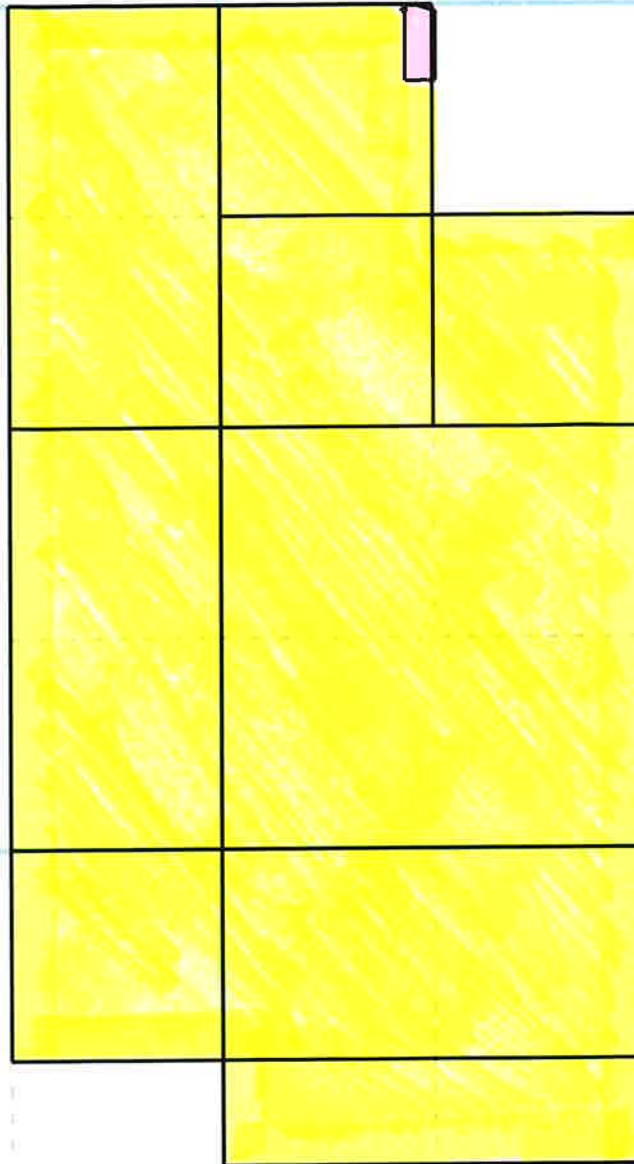
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 594 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH RIGHT NO. 25-7068 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 594 ACRES IN A SINGLE
IRRIGATION SEASON.

THE RIGHTS LISTED BELOW ARE LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 608 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 25-2123, 25-7068, AND 25-14164.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).



Exception

1135489/1145013 Parker etc TO Val & Diane Schwendiman

1435411/1504159 Schwendiman TO Russell & Malissa Schwendiman

11/18/2024

Scale: 1 inch= 1200 feet

File:

Tract 1: 1.9950 Acres (86901 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/330168), Perimeter=1298 ft.
Tract 2: 2.0006 Acres (87145 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/306491), Perimeter=1297 ft.
Tract 3: 0.0143 Acres (625 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=100 ft.
Tract 4: 0.2042 Acres (8895 Sq. Feet), Closure: s73.2639e 0.17 ft. (1/5543), Perimeter=926 ft.
Tract 5: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 6: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 7: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 8: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 9: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 10: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 11: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6600 ft.
Tract 12: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
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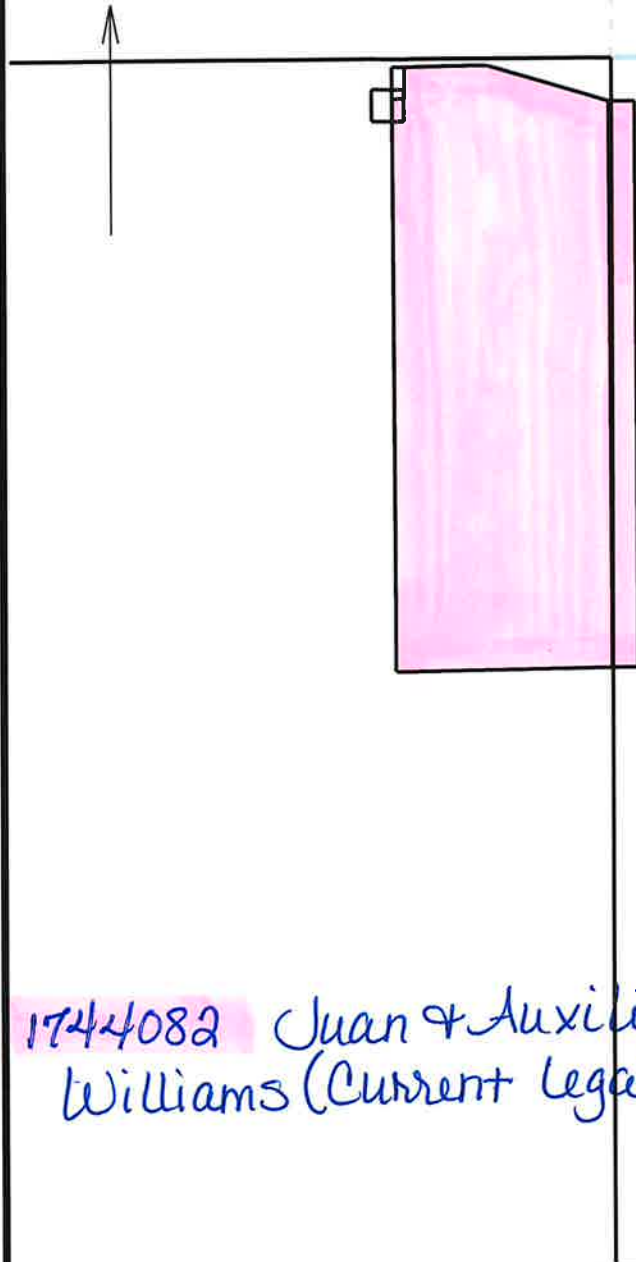
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1744082 Juan & Auxilio Martinez To Caleb & Holly Williams (Current legal description)

11/18/2024

Scale: 1 inch= 150 feet

File:

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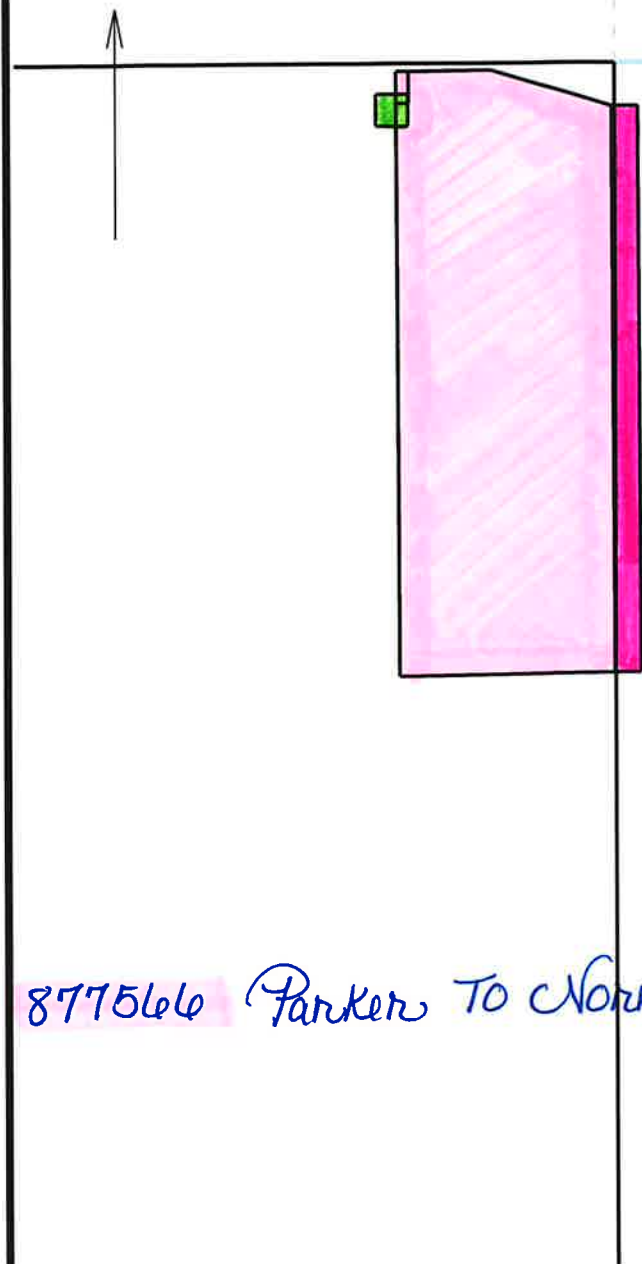
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Tract Data and Deed Calls

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97: n90e 1320.00



877566 Parker To Norman & Clara Welch (5-16-1994)

11/18/2024

Scale: 1 inch= 150 feet

File:

Tract 1: 1.9950 Acres (86901 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/330168), Perimeter=1298 ft.
Tract 2: 2.0006 Acres (87145 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/306491), Perimeter=1297 ft.
Tract 3: 0.0143 Acres (625 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=100 ft.
Tract 4: 0.2042 Acres (8895 Sq. Feet), Closure: s73.2639e 0.17 ft. (1/5543), Perimeter=926 ft.
Tract 5: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 6: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 7: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 8: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 9: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 10: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 11: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6600 ft.
Tract 12: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 13: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.

Tract Data and Deed Calls

Tract 01: 1.9950 Acres (86901 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/330168), Perimeter=1298 ft.
Tract 02: 2.0006 Acres (87145 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/306491), Perimeter=1297 ft.
Tract 03: 0.0143 Acres (625 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=100 ft.
Tract 04: 0.2042 Acres (8895 Sq. Feet), Closure: s73.2639e 0.17 ft. (1/5543), Perimeter=926 ft.
Tract 05: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 06: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 07: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 08: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 09: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 10: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.
Tract 11: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=6600 ft.
Tract 12: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 13: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 13: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.

1: /nw,9,3n,40e
2: /n89.1856e 1148.82
3: /s00.4104e 19.98
4: /n89.0847e 9.56
5: n89.0847e 64.55
6: s73.1006e 98.74
7: n89.0847e 20.00
8: s00.1323e 443.00
9: s89.0847w 188.51
10: n00.1323w 448.00
11: n89.0847e 9.83
12: n00.5113w 25.00
13: @0
14: /nw,9,3n,40e
15: /n89.1856e 1148.82
16: /s0.4104e 19.98
17: n89.0847e 74.11
18: s73.1006e 98.74
19: n89.0847e 20.00
20: s0.1323e 443.00
21: s89.0847w 188.51
22: n0.1323w 473.00
23: @0
24: /nw,9,3n,40e
25: /n87.4349e 741.70
26: /n88.5842e 430.39
27: /s1.0248e 64.54
28: /n87.3035w 26.84
29: /n00e 2.5
30: n90e 12.5
31: s00e 25
32: n90w 25
33: n00e 25
34: n90e 12.5
35: @0
36: /nw,9,3n,40e
37: /n89.1856e 1317.34
38: /s0.1323e 49.43
39: /s73.1006e 0.16
40: n89.0847e 20.00
41: s0.1323e 443.00
42: s89.0847w 20.16
43: n00.1323w 443.05
44: @0
45: /ne,e,ne,8,3n,40e
46: s0w 2640.00
47: s90w 1320.00

Tract Data and Deed Calls

48: n0e 2640.00
49: n90e 1320.00
50: @0
51: /ne,e,se,8,3n,40e
52: s0w 2640.00
53: s90w 1320.00
54: n0e 2640.00
55: n90e 1320.00
56: @0
57: /ne,nw,nw,9,3n,40e
58: s0w 1320.00
59: s90w 1320.00
60: n0e 1320.00
61: n90e 1320.00
62: @0
63: /ne,sw,nw,9,3n,40e
64: s0w 1320.00
65: s90w 1320.00
66: n0e 1320.00
67: n90e 1320.00
68: @0
69: /ne,se,nw,9,3n,40e
70: s0w 1320.00
71: s90w 1320.00
72: n0e 1320.00
73: n90e 1320.00
74: @0
75: /ne,sw,9,3n,40e
76: s0w 2640.00
77: s90w 2640.00
78: n0e 2640.00
79: n90e 2640.00
80: @0
81: /ne,n,s,nw,16,3n,40e
82: s0w 660.00
83: s90w 2640.00
84: n0e 660.00
85: n90e 2640.00
86: @0
87: /ne,n,nw,16,3n,40e
88: s0w 1320.00
89: s90w 2640.00
90: n0e 1320.00
91: n90e 2640.00
92: @0
93: /ne,ne,ne,17,3n,40e
94: s0w 1320.00
95: s90w 1320.00
96: n0e 1320.00
97: n90e 1320.00



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 10, 2025

RUSSELL SCHWENDIMAN
MALISSA SCHWENDIMAN
30 MEADOW CREEK RD
RIRIE ID 83343

RE: Change in Ownership Water Right No. 25-2123, 25-7068, 25-14164

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership on November 18, 2024, for the above-mentioned water rights. The Notice could not be processed because a portion of the water right appears to be on someone else's property and notice to the property owner is required. On November 21, 2024, the department sent a letter (copy enclosed) requesting the additional information, which was to be returned within 30 days. As of today, the department has not received the required information therefore we are returning your application unprocessed.

Because the department is returning your application you are entitled to a full refund. The department has initiated the refund, and it should arrive from the state office in couple of weeks.

If at a later date you would like to resubmit the application along with all the evidence of ownership, proper filing fees and the additional requested information the department would be happy to review the application again.

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 the Department if you have any questions.

Sincerely,

Jonie Baily
Technical Records Specialist

Baily, Jonie

From: Baily, Jonie
Sent: Friday, January 10, 2025 10:28 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good morning!

I have a refund request as follows:

Receipt number: E050492
Amount: \$75.00
Payable to: RUSSELL SCHWENDIMAN FARMS INC
30 MEADOW CREEK RD
RIRIE ID 83443

Reason: Ownership Change was submitted for 3 water rights. Additional information requested, but was not submitted the application is being returned unprocessed. Therefore, they are entitled to a full refund.

Let me know if you have any questions or need additional information. Have a great day!!!

 IDAHO DEPARTMENT OF
WATER RESOURCES
Jonie Baily | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.baily@idwr.idaho.gov
Website: www.idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 21, 2024

RUSSELL SCHWENDIMAN
MALISSA SCHWENDIMAN
30 MEADOW CREEK RD
RIRIE ID 83343

RE: Change in Ownership Water Right No. 25-2123, 25-7068, 25-14164

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Notice to Property Owners:** Please review the map attached, according to the evidence of ownership received, there is a portion of the place of use of the water right on a neighboring property. According to the parcel data the property is currently in the name of Caleb and Holly Williams, in order for the department to update the ownership on someone else's property, notice to the property owner is required. Please send notice to the property and send the department a copy of the letter or notice sent. See Idaho Code attached.

Also, it appears the irrigation is currently different now from when this water right was decreed in the SRBA. You can update the place of use of the water right without a transfer as long as the number of acres per quarter quarter do not change. If you would like to adjust the place of use boundary for the quarter quarter in question, please update the map and return it to our office.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. **If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.**

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 the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

TITLE 42
IRRIGATION AND DRAINAGE - WATER RIGHTS AND RECLAMATION
CHAPTER 2
APPROPRIATION OF WATER - PERMITS, CERTIFICATES, AND LICENSES -
SURVEY

42-248. NOTIFICATION OF CHANGE IN OWNERSHIP OF A WATER RIGHT OR CHANGE OF ADDRESS OF A WATER RIGHT OWNER - NOTICE OF ACTION AFFECTING A WATER RIGHT. (1) All persons owning or claiming ownership of a right to use the water of this state, whether the right is represented by decree of the court, by claim to a water right filed with the department of water resources or by permit or license issued by the director of the department, shall provide notice to the department of any change in ownership of any part of the water right or of any change in the owner's mailing address. Notice shall be provided within one hundred twenty (120) days of any change using forms acceptable to the director.

(2) The department may rely on the name and address of the owner of the water right shown in the records of the department when sending notice of any action related to that water right.

(3) The filing of an application to change a water right under the provisions of section 42-211 or section 42-222, Idaho Code, showing a change in address of the owner of the right or accompanied by evidence documenting any change in ownership of the water right, shall be deemed compliance with this section provided the requirements of subsections (5) and (6) of this section are met. The fee requirements of subsection (4) of this section shall apply in addition to the filing fee that may be required in connection with an application to change a water right under the provisions of section 42-211 or 42-222, Idaho Code.

(4) A filing fee of twenty-five dollars (\$25.00) per right shall accompany a notice of change of water right ownership, provided that the fee shall be one hundred dollars (\$100) per right if a request is made to change the department's records to reflect a division in the ownership of the water right. No fee is required for a notice of change of ownership of a claim pending in a water rights adjudication. A notice of change of ownership of all or part of a water right not accompanied by the required filing fee is incomplete and shall be returned without processing to the person who submitted the notice.

(5) A notice of change of water right ownership of all or part of a water right shall be accompanied by deeds, court decrees, or other evidence of conveyance of the water right and how the water right is divided if the change divides the water right among multiple owners.

(6) If the person filing the notice of a change of water right ownership does not own the land identified as the place of use for the water right, the notice shall be accompanied by evidence that written notice of the change of water right ownership has been mailed or hand-delivered to the landowner of record, as identified in the records of the county recorder.

(7) If the department receives the required notice, fee, and satisfactory evidence of conveyance of the water right as required in subsection (5) of this section, and evidence that the notice requirements of subsection (6) of this section, if applicable, have

been met, the department shall update the ownership information in the water right records maintained by the department. If any required information is not provided, the department shall return the notice of change of ownership to the person filing the notice.

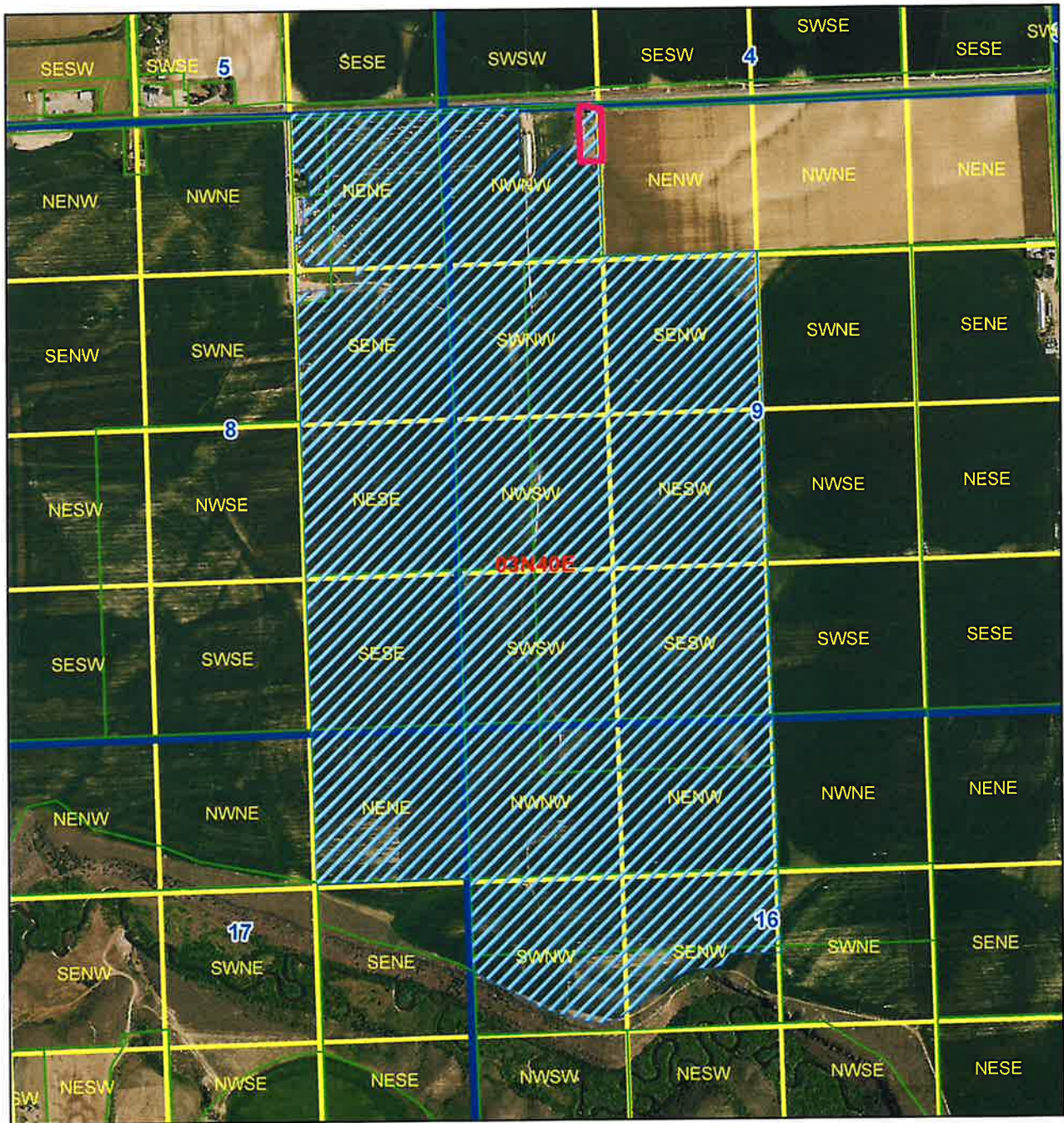
(8) Any action by the department updating the ownership of a water right in the department's records or returning the notice of change of ownership to the person filing the notice is not a determination of water right ownership, is not an administrative action subject to challenge under the Idaho administrative procedure act, chapter 52, title 67, Idaho Code, and is not subject to a request for hearing pursuant to section 42-1701A, Idaho Code. Water right ownership disputes arising from a notice of change of water right ownership under this section must be resolved either in a water rights adjudication or in an action to quiet title pursuant to section 6-401, Idaho Code.

(9) Any person having a security interest in a water right and desiring to be notified by the department regarding the filing of a change in ownership of that water right or of any proposed or final action to amend, transfer or otherwise modify that water right shall make the request upon a form provided by the department accompanied by a fee of twenty-five dollars (\$25.00) per right. The request shall be accompanied by evidence of the security interest including the expiration date of the security interest or other date defining the end of the period for which notification is requested. The request for notification shall expire at the end of the requested notification period unless renewed on a form provided by the department and accompanied by a renewal fee of twenty-five dollars (\$25.00) per right. The holder of a security interest requesting notification under this subsection shall provide notice to the department within sixty (60) days if the security interest is terminated prior to the end of the requested notification period.

History:

[42-248, added 1996, ch. 149, sec. 1, p. 487; am. 2000, ch. 313, sec. 1, p. 1052; am. 2011, ch. 172, sec. 2, p. 493; am. 2021, ch. 157, sec. 1, p. 433.]

Idaho Department of Water Resources



Legend

-  Caleb and Holly Williams Property
-  POU 25-2123, 25-7068, 25-14164
-  Parcels
-  Township/Range
-  Sections
-  QQ

Idaho Department of Water Resources



Legend

-  Caleb and Holly Williams Property
-  POU 25-2123, 25-7068, 25-14164
-  Parcels
-  Township/Range
-  Sections
-  QQ