

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 19 2022

WATER RESOURCES
WESTERN 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?
63-15509	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: Beverly A. Nichol
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Catherine E. Ogden
New owner(s) as listed on the conveyance document
- Mailing address: 61500 SW Longview St. City: Bend State: OR Zip: 97702
Telephone: 303-895-7828 Email: cayo1001@msn.com

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. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o 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):
- o \$25 per undivided water right.
- o \$100 per split water right.
- o No fee is required for pending adjudication claims.
- NA ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- NA ☐ 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: Catherine E. Ogden Title, if applicable: _____ Date: _____
Signature of new owner/claimant
- Catherine E. Ogden _____
Print name
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant
- _____
Print name

For IDWR Office Use Only:

Received by LE Date 12/19/2022 Receipt No. W050930 Receipt Amt. \$25.00

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 DM Processed by DM Date 2-23-23



Order Number: 20357853

Warranty Deed

For value received,

Beverly A. Nichol, Trustee of the Bev Nichol Trust u/t/a dated March 6, 2007

the grantor, does hereby grant, bargain, sell, and convey unto

Catherine Elise Ogden, an unmarried woman

whose current address is 61500 SW Longview St Bend, OR 97702

the grantee, the following described premises, in Ada County, Idaho, to wit:

Lots 4 and 5 in Block 25 of Second Amended Plat of Ellis Addition, according to the official plat thereof, filed in Book 5 of Plats at Page(s) 202, official records of Ada County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

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Dated: March 23, 2020

The Bev Nichol Trust

Beverly A. Nichol trustee
Beverly A. Nichol, Trustee

State of Idaho, County of Ada, ss.

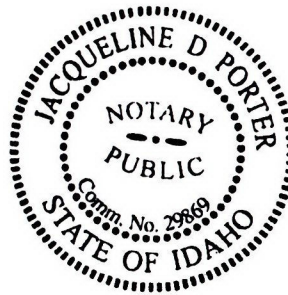
On this 23 day of March in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared Beverly A. Nichol, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of the Bev Nichol Trust, and acknowledged to me that she executed the same as trustee

Jacqueline D. Porter
Notary Public

Residing In:

My Commission Expires:
(seal)

Boule Idaho
4-9-24



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Exhibit A

REAL ESTATE SALES AGREEMENT

Ogden-Nichol

June 20, 2003

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FEB 23 2023

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REAL ESTATE SALES AGREEMENT
Ogden-Nichol

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1 **ROBERT L. ALDRIDGE, CHARTERED**

2 Attorney at Law

3 1209 North Eighth Street

4 Boise, Idaho 83702-4297

5 Telephone: (208) 336-9880

6 Fax: (208) 336-9882

7 Attorney for Seller

8 **REAL ESTATE SALES AGREEMENT**

9 THIS AGREEMENT is made June 20, 2003, by and between The Ogden 1996 Revocable Trust,
10 established October 14, 1998, Frank T. Ogden, Trustee, 1015 North 20th Street, Boise, Idaho
11 83702, hereinafter called "Seller", and Beverly Ann Nichol, 1015 North 20th Street, Boise, Idaho
12 83702, hereinafter called "Buyer", for, and in consideration of, the following promises, covenants,
13 and warranties, and the other consideration hereinafter set forth, and for other good and sufficient
14 consideration, the receipt and sufficiency of which is hereby acknowledged. Based on such
15 consideration, the parties mutually agree as follows:

16 1. Description of Property: The Seller agrees to sell and convey, and the Buyer agrees to
17 purchase, the property set forth on Exhibit "A", hereinafter described as the "premises" or the
18 "property". Said term "property" shall be deemed to include, collectively, the following: the land
19 described on Exhibit "A", and all rights, privileges, and appurtenances thereunto belonging or
20 appertaining, including all rights, title, and interest, if any, of Seller in and to the streets, alleys,
21 easements, and rights-of-way adjacent thereto; all buildings, improvements, and fixtures located
22 on the real property; all assignable continuing contracts, business governmental approvals, and
23 development rights, if any, related to the real property or its improvements; and all tangible
24 personal property, if any, owned by Seller and located on or affixed to the real property, as
25 hereinafter set forth in more detail, or limited hereafter.

26 2. Encumbrances to Which Property Is Subject: The premises are sold and are to be conveyed
27 subject to any encumbrances and other items set forth on Exhibit "A", or on any other Exhibit to this
28 Agreement, and, if not set forth on such Exhibit(s), subject to the following:

29 a. Taxes for the year 2003, which are not yet due nor payable and which shall be prorated
30 at closing.

31 b. Any state of facts an accurate survey may show, provided the same does not render the
32 title unmarketable, does not render any major improvement on the property unusable, and
33 does not substantially deviate from the apparent property lines.

34 c. Covenants, restrictions and easements of record, if any, provided the same do not
35 prohibit any present structure on the premises and the continued use of the same for the
36 purposes for which it is presently being used.

37 d. Zoning, statutes, and ordinances of the city, county, or state in which the premises lie
38 which are not violated by existing structures or the existing use of such existing structures,
39 or the existing subdivision, if any, of the property.

1 3. Purchase Price: The Purchase price is the sum of One Hundred Forty-Five Thousand Dollars
2 and No Cents (\$145,000.00), which shall be paid in full at closing.

3 4. Possession: It is understood and acknowledged that Buyer shall be entitled to possession of
4 the premises on the date of closing.

5 5. Taxes and Insurance: Taxes and assessments, including local improvements and other special
6 assessments, shall be prorated as set forth hereafter, the Seller paying any such taxes and
7 assessments levied, assessed, becoming due, or attributable to, any period of time prior to the
8 proration date, and the Buyer paying any such taxes and assessments levied, assessed, becoming
9 due, or attributable to, any period of time after said date, promptly, and before the same become
10 delinquent.

11 6. Title Insurance: Seller shall not furnish to Buyer a Title Insurance Policy covering the premises.

12 7. Apportionment: Costs and expenses and other items shall be apportioned as follows:

13 a. Closing costs shall be divided in the manner normal for closings of like kind property in
14 the county of sale.

15 b. All attorney's fees and costs for the preparation of this document and any accompanying
16 document shall be paid by Seller.

17 c. No real estate commissions are due on this sale.

18 8. Title Closing Before Tax Rate For Current Year Fixed: If the closing of the title occurs before
19 the tax rate is fixed for the relevant tax year, the apportionment of taxes shall be based upon the
20 basis of the tax rate for the preceding year applied to the latest assessed valuation.

21 9. Description of Deed: The deed shall be the usual warranty deed and shall be in proper statutory
22 form for record and shall be duly executed and acknowledged, so as to convey to the Buyer the
23 fee simple of the said premises, free of all encumbrances, except as stated in this Agreement.

24 10. Buyer To Take "As Is": The Buyer has fully inspected the premises and agrees to purchase
25 them "as is", it being understood that except as specifically set forth in this Agreement, the Seller
26 has made no warranties or representations pertaining to the premises, their condition, their rental,
27 or any other matter pertaining to the premises, including, without limitation: the development
28 potential of the property; the present status of zoning or other governmental requirements affecting
29 the property; the availability of water or other services; or, compliance with environmental laws and
30 regulations.

31 11. Agreement Sets Forth Entire Understanding Between The Parties: It is understood and agreed
32 that all prior understandings and agreements between the parties to this Agreement are merged
33 in this Agreement, which alone fully and completely expresses their agreement, and that the same
34 is entered into after full investigation, neither party relying upon any statement or representation
35 not embodied in this Agreement made by the other. The Buyer has inspected any improvements
36 on the premises and is thoroughly acquainted with their condition, if applicable. Buyer has also
37 made inquiry regarding the zoning and restrictive covenants, if any, applying to the premises, and
38 fully understands, and takes subject to, the same.

1 12. Oral Modifications: This Agreement may not be changed orally, but only by an agreement in
2 writing, signed by the party against whom enforcement of any waiver, change, modification, or
3 discharge is sought.

4 13. Binding of Heirs, etc., of the Respective Parties: The terms and conditions set forth in this
5 Agreement are to apply to and bind the heirs, executors, administrators, personal representatives,
6 successors, and assigns of the respective parties, and all other persons or entities claiming in any
7 manner under, through, or because of, a party hereto.

8 14. Multiple Buyers or Sellers: If two or more persons or entities constitute either the Seller or the
9 Buyer, the word "Seller" or the word "Buyer" shall be construed as if it read "Sellers" or "Buyers"
10 whenever the sense of this Agreement so requires. As to the terms used in this Agreement, the
11 masculine shall also refer to the feminine, the feminine to the masculine, the plural to the singular,
12 and the singular to the plural, where applicable.

13 15. Seller's Liability Limited In Case of Inability To Perform At Closing: If the Seller is unable to
14 convey a good and marketable title, subject to and in accordance with this Agreement, at closing,
15 the sole obligation of Seller shall be to refund the Buyer's down payment made under the
16 Agreement, if any, and to reimburse the Buyer for any costs of title examination and any
17 reasonable attorney's fees and costs actually incurred; and, upon the making of such a refund and
18 reimbursement, this Agreement shall cease and neither party shall have any further claim against
19 the other by reason of this Agreement, and the lien, if any, of the Buyer against the premises shall
20 cease. The Seller shall not be required to bring any action or proceeding or to incur any expense
21 to render the title to the premises marketable. The Buyer may, nevertheless, accept such title as
22 the Seller may be able to convey, without reduction of the purchase price or any credit or allowance
23 and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer
24 shall be deemed to be a full performance and discharge of every agreement and obligation on the
25 part of the Seller to be performed pursuant to the provisions of this Agreement, except those, if
26 any, which are specifically stated in this Agreement to survive the delivery of the deed. The term
27 "cost of title examination" is defined, for the purposes of this Agreement, as the expense actually
28 incurred by the Buyer for title examination, plus the cost of the Buyer for any survey actually
29 obtained. It is the intent of this Paragraph that specific performance shall not be an option available
30 to Buyer in the event title cannot be delivered in the proper form by Seller; and, Buyer hereby
31 waives and relinquishes the right to seek such specific performance. Any statement to the contrary
32 on an Exhibit hereto, however, shall override the terms and conditions of this Paragraph. The
33 terms and conditions of this Paragraph shall become null and void at the completion of closing, and
34 this Paragraph is intended only to control an inability by Seller to convey good title prior to, or at,
35 closing. Once closing has occurred, if a defect in title is discovered, each of the parties shall have
36 all rights under law.

37 16. Encumbrances To Be Removed At Closing: The amount of any unpaid taxes, assessments,
38 water charges, and sewer rents, and similar items, which the Seller is obligated to pay and
39 discharge, along with any interest and penalties to at least two days after the closing, may, at the
40 Seller's option, be allowed to the Buyer out of the balance of the purchase price; provided,
41 however, that official bills, with interest and penalties figured to such date, are supplied by Seller
42 at closing. If on the day of the title closing there are any liens or encumbrances that the Seller is
43 obligated to pay and discharge, the Seller may use any part of the purchase price to do so,
44 provided the Seller shall have delivered to the Buyer, at the closing, instruments, in recordable
45 form, that are sufficient to satisfy such liens and encumbrances, together with the costs of filing or

1 recording such instruments. The Buyer, if requested to do so within a reasonable time before the
2 closing, agrees to provide, at the closing, separate certified checks aggregating the amount of the
3 balance required as the closing payment by Buyer, to facilitate the satisfaction of any such liens,
4 or encumbrances. The existence of any such taxes, liens, or encumbrances shall not be deemed
5 objections to titles if the Seller complies with the above requirements.

6 17. Default: In the event that either of the parties hereto shall fail in any particular to comply fully
7 with the terms and conditions of this Agreement, said party hereby agrees to pay any and all
8 damages occasioned thereby, including reasonable attorney's fees and costs. In the event that
9 either party shall fail in any manner to comply with any term, covenant, provision or requirement
10 of this Agreement, including making payments on the due date, as herein above specified, the
11 other party may cause written notice thereof to be given to the defaulting party, by certified mail or
12 actual delivery. Said notice shall set forth in detail the exact default of the party and the required
13 manner of cure thereof. Said defaulting party shall have thirty (30) days from the date of such
14 mailing to cure said breach. In addition, said notice shall specify the cost, including reasonable
15 attorney's fees, of preparation of said notice, and said defaulting party shall pay such sums within
16 said thirty day period in addition to curing the breach therein noted. The specification of any
17 remedies in this Agreement shall not be deemed an election by either party to pursue only this
18 remedy and either party may pursue any remedy allowable by law.

19 18. Survival of Covenants: It is the intention and agreement of the parties hereto that all of the
20 covenants, warranties, and promises set forth in this Agreement shall survive the closing of the
21 transaction and shall survive the delivery of the Warranty Deed and any other documents
22 accompanying this Agreement to the Buyer and shall survive the recording thereof. None of such
23 covenants, warranties, and promises shall be deemed to have been merged into such Warranty
24 Deed or other documents.

25 19. Additional Conditions:

26 a. Frank T. Ogden, the sole beneficiary of the Seller trust, shall have the right to remain
27 in the Property as his principal residence, as set forth in the Care Agreement of even date
28 herewith between said Frank T. Ogden and Buyer. Said occupancy is limited in scope, as
29 set forth in said Agreement. This covenant shall run with the land and shall be reflected on
30 the deed passing title to Buyer. Buyer will also be occupying the Property as her principal
31 residence and shall have the right to claim any property tax or income tax or other
32 consequences related to occupancy as a principal residence.

33 b. Upon termination of the right of occupancy, pursuant to the Care Agreement, an affidavit
34 shall be prepared stating that such right of occupancy has been terminated and the reason
35 therefore. Any documents of any nature evidencing such termination shall be attached to
36 said affidavit.

37 20. Exhibits: All Exhibits shall be initialed and dated by the parties. Such Exhibits may, in whole
38 or in part, be modified from time to time, with such modification becoming effective only upon the
39 initialing and dating of such amended Exhibit by all parties. All Exhibits attached hereto are made
40 a part hereof by reference, as if set forth in full. Reference to this Agreement shall be deemed to
41 include all such Exhibits. In the event of any conflict between an Exhibit and a term and/or
42 condition in the main body of this Agreement, the term and/or condition set forth in the Exhibit shall
43 control, without exception.

1 21. Paragraph Headings: The underscored word or words appearing at the commencement of
2 the paragraphs and/or subparagraphs of this Agreement (including its Exhibits) are included only
3 as a guide to the contents thereof and are not to be considered as controlling, enlarging, or
4 restricting the language or meaning of those paragraphs or subparagraphs.

5 22. Savings Clause: The invalidity or lack of enforceability of any provision of this Agreement shall
6 not affect or impair the validity of any other provision or term hereof, and such provision held invalid
7 or unenforceable shall be simply severed out of this Agreement and the remainder of said
8 Agreement shall be fully valid and enforceable.

9 23. Governing Law: This Agreement shall be governed by the laws of the State of Idaho.

10 24. Consent: If the consent of Seller (or the approval of Seller) is required under the terms and/or
11 conditions of this Agreement, or otherwise becomes necessary, Seller shall not withhold such
12 consent or approval arbitrarily or unreasonably, and Seller shall not charge any fee for the granting
13 thereof, other than a reasonable fee for the processing of such consent or approval and any costs
14 or fees (including attorney's fees) actually incurred by Seller. Nothing in this Paragraph, however,
15 shall be deemed to imply that any consent of Seller is in fact required or necessary under this
16 Agreement, this Paragraph merely being inserted to cover any situation arising in the future
17 whereby it is deemed that Seller's consent is in fact required or necessary.

18 25. Reading of Agreement: Each of the parties has read each and every page of this Agreement
19 and the Exhibits hereto. Each of the parties understands the terms and conditions set forth on
20 each such page.

21 26. Time of Essence, Damages: Time is of the essence of this Agreement, which shall be binding
22 on the heirs, assigns, transferees, successors in interest, personal representatives, etc., of the
23 parties. In the event of breach of this Agreement, the breaching party agrees to pay all damages
24 occasioned thereby, including reasonable attorney's fees and costs.

25 27. Waiver of Jury Trial: Buyer and Seller waive the right to a trial by Jury in any action or
26 proceeding based upon, or related to, the subject matter of this agreement. This waiver is
27 knowingly, intentionally, and voluntarily made by the parties and each acknowledges that neither
28 party nor any person acting on behalf of either party has made any representations of fact to induce
29 this waiver of trial by jury or in any way to modify or nullify its effect. Each party further
30 acknowledges that it has been represented (or has had the opportunity to be represented) in the
31 signing of this agreement and in the making of this waiver by independent legal counsel, selected
32 of its own free will, and that it has had the opportunity to discuss this waiver with counsel. The
33 parties further acknowledge that they have read and understand the meaning and ramifications of
34 this waiver provision.

35 IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year in this
36 Agreement first above written.

SELLER:

The Ogden 1996 Revocable Trust

Frank T. Ogden
Frank T. Ogden, Trustee

BUYER:

Beverly A. Nichol
Beverly A. Nichol

STATE OF IDAHO)

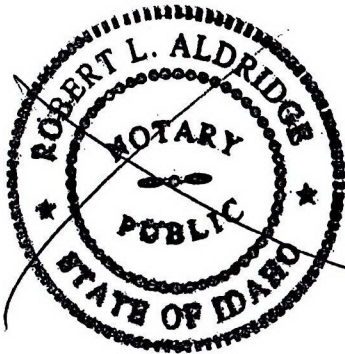
COUNTY OF ADA)

ss.

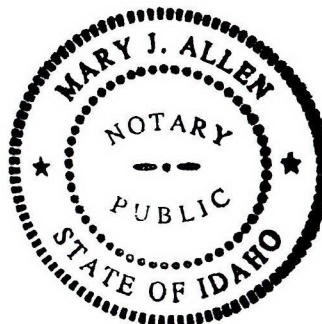
^{27TH} MJA) MARY J. ALLEN MJA

On this June 20, 2003, before me, Robert L. Aldridge, a Notary Public in and for said State, personally appeared Frank T. Ogden, known or identified or proved to me on the basis of satisfactory evidence to be the Trustee of The Ogden 1996 Revocable Trust, and to be the person whose name is attached to the foregoing instrument and acknowledged to me that said trust executed the same.

IN WITNESS WHEREOF, I have hereunto placed my official hand and seal the day and year in this Certificate first above written.



Mary J. Allen
Notary Public for Idaho
Residing at Meridian - BOISE, ID MJA
My commission expires on 7-1-2006 10/30/03 MJA



REAL ESTATE SALES AGREEMENT

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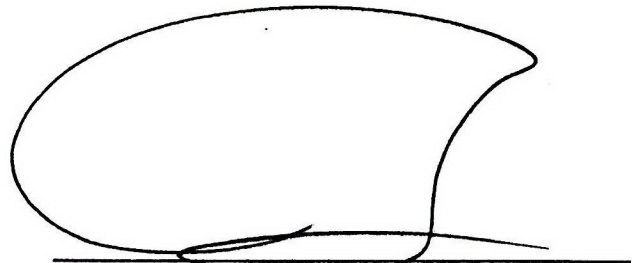
SCANNED

FEB 23 2023

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this June 20, 2003, before me, Robert L. Aldridge, a Notary Public in and for said State, personally appeared Beverly A. Nichol, known or identified or proved to me on the basis of satisfactory evidence to be the person whose name is attached to the within instrument and acknowledged to me that said person executed the same.

IN WITNESS WHEREOF, I have hereunto placed my official hand and seal the day and year in this Certificate first above written.



Notary Public for Idaho
Residing at Meridian
My Commission expires 7-1-2006

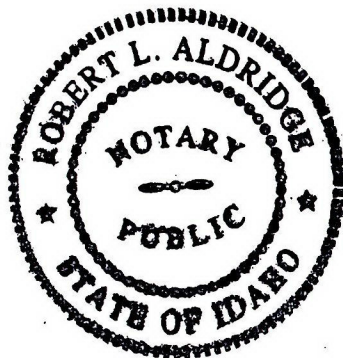


EXHIBIT "A"
Date: June 20, 2003

Lots 4 and 5, Block 25, Ellis Addition Second Amended, records of Ada County, Idaho, by Decree of Distribution dated February 4, 1964, Instrument No. 575908, commonly known as 1015 North 20th Street, Boise, Idaho 83702

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. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-15509

NAME AND ADDRESS: FRANK T OGDEN
1015 N 20TH ST
BOISE, ID 83702

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 08/03/1964

POINT OF DIVERSION: T03N R02E S04 NENE Within Ada County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Ada County
T03N R02E S04 NENE

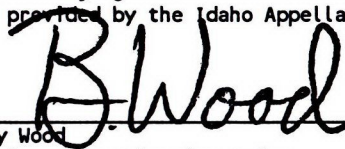
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

SCANNED

SEP 19 2023



Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

February 23, 2023

CATHERINE E OGDEN
61500 SW LONGVIEW ST
BEND OR 97702-1976

Re: Change in Ownership for Water Right No(s): **63-15509**

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records and has enclosed a computer-generated report for you.

In addition, we wanted to inform you that we found an error within the decree of this water right. When this Water right was created the Place of Use shape was drawn incorrectly. I have included a map for your reference. In the future, if this Water Right needs a change in ownership, you may run into processing issues due to the error. I have attached an Application For Transfer Of Water Right form for you, if you would like to pursue further action regarding the discrepancy.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)605-4631.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

SCANNED

FEB 23 2023

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/23/2023

Water Right 63-15509

Owner Type **Name and Address**
Current Owner CATHERINE E OGDEN
61500 SW LONGVIEW ST
BEND, OR 97702-1976
(303) 895-7828

Original Owner FRANK T OGDEN
1015 N 20TH ST
BOISE, ID 83702
(208) 343-8436

Priority Date: 8/3/1964

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.040 CFS	
	<u>Total Diversion</u>		0.040 CFS	

Source and Point(s) of Diversion:

GROUND WATER

NENE

Sec. 4, Twp 03N, Rge 02E, ADA County

Place Of Use:

DOMESTIC within ADA County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	02E	4	X																

Conditions of Approval:

1. C18 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. SECTION 42-1412(6), IDAHO CODE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. PARCEL NO. R2336001440 PROPERTY ALSO KNOWN AS LOTS 4 & 5, BLK

SCANNED

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25, ELLIS ADDITION.

Dates and Other Information:

Decreed Date: 12/30/1999
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

