

MAY 30 2023

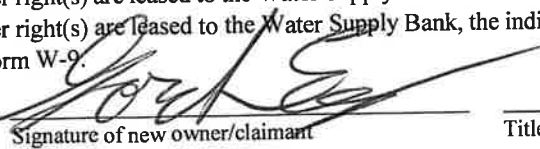
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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?
25-4168	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: Tammi L Johnson, Todd H Johnson, April Blake
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gordon Egan
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- PO Box 2830 Idaho Falls ID 83403
Mailing address City State Zip
208-522-9678 eganmachine@gmailcom
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: 2011
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.
☐ 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:  Title, if applicable: _____ Date: 5-30-23

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by m. fetts Date 5-30-23 For IDWR Office Use Only: Receipt No. E049226 Receipt Amt. 100.00

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 JBProcessed by JBDate 6/14/2023

Refund \$75. - Requested 6/14

WARRANTY DEED

TODD H. JOHNSON, Trustee of **THE JOHNSON FAMILY TRUST**, Dated the 9th day of June 2005, as **GRANTOR**, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **GORDON EGAN**, a married man dealing with his sole & separate property, as **GRANTEE**, whose address is P. O. Box 2830 Idaho Falls, and Grantee's successors and assigns, all of the following described real property, to-wit: Idaho 83403

Beginning at the West Quarter Corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N00°08'16"E along the Section line 197.37 feet; thence S89°51'43"E 40.00 feet to the Easterly right of way line of 25th East; thence N00°08'16"E along said right of way line 483.44 feet to the True Point of Beginning; running thence N00°08'16"E along said right of way line 126.30 feet; thence S89°51'44"E 228.80 feet; thence N00°08'16"E 189.56 feet; thence N89°51'50"W 227.54 feet to said right of way line, being a point on a curve having a radius of 2847.50 feet and a chord that bears N02°40'28"E 83.03 feet; thence to the left 83.03 feet along said right of way curve through a central angle of 1°40'15"; to a point on a curve having a radius of 2927.50 feet a chord that bears N01°56'55"E 159.51 feet; thence to the left 159.53 feet along said right of way curve through a central angle of 3°07'20" to the Southerly right of way line of the Eastern Idaho Railroad; thence S62°54'47"E along said Railroad right of way line 667.50 feet; thence S16°22'53"W 69.95 feet; thence S73°43'25"W 166.40 feet; thence S41°18'47"W 188.05 feet; thence N89°51'44"W 302.00 feet to the true point of beginning.

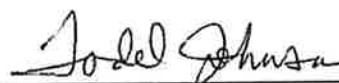
SUBJECT TO the 2011 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

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: May 13, 2011.



TODD JOHNSON, Trustee of the Johnson Family Trust

STATE OF IDAHO

COUNTY OF BONNEVILLE

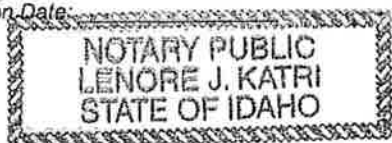
On May 13, 2011, before me, the undersigned, personally appeared
TODD JOHNSON

known or identified to me to be the Trustee of the Johnson Family Trust, and
acknowledged to me that he executed the same as such Trustee.

Notary Public for the State of Idaho

Commission Expiration Date:

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



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert J. Crouch
Parsons Behle & Latimer
300 Memorial Drive, Suite 300
Idaho Falls, Idaho 83402

(Space Above For Recorder's Use)

AMENDED AND RESTATED WELL AGREEMENT

THIS AMENDED AND RESTATED WELL AGREEMENT (this "Agreement") is executed to be effective as of April 1, 2022 (the "Effective Date"), among (i) Todd H. Johnson, Trustee of The Johnson Family Trust dated the 9th day of June, 2005 ("Johnson"), (ii) Gordon Egan, a married man dealing with his sole and separate property ("Egan"), and (iii) Rita Bullock, a married woman formerly known as Rita Phillips dealing with her sole and separate property ("Rita"). Johnson, Egan, and Rita are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

- A. Johnson is the owner of that certain real property located in Bonneville County, Idaho, as described on the attached Exhibit A ("Parcel A").
- B. Egan is the owner of that certain real property located in Bonneville County, Idaho, as described on the attached Exhibit B ("Parcel B").
- C. Rita is the owner of that certain real property located in Bonneville County, Idaho, as described on the attached Exhibit C ("Parcel C").
- D. Parcel A, Parcel B, and Parcel C are all subject to that certain Well Agreement, dated February 22, 1984 and recorded on February 24, 1984 as instrument number 658014 in the property records of Bonneville County, State of Idaho (the "Well Agreement").
- E. The Well Agreement governs the rights and obligations of the Parties with regards to that certain well, described on the attached Exhibit D (the "Well") together with the water distribution facilities servicing the well, including all present and future equipment, casings, pumps, electrical wiring, fixtures, service lines, water therein, and other appurtenances (collectively referred to herein as the "Water Distribution System").
- F. The Parties desire to amend and restate the Well Agreement in its entirety in accordance with the terms and provisions of this Agreement in order to clarify each Party's

respective rights and obligations and to otherwise update the Well Agreement as necessitated by the passage of time.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Termination of Well Agreement.** The Well Agreement is hereby terminated and replaced in its entirety with this Agreement.
2. **Use.** The Parties hereto, their heirs, successors, and assigns, for the exclusive benefit of their respective Parcels, are hereby granted the right in common with the other Parties to draw water from the Well. Well water shall be used for household purposes. If there is sufficient water, Well water may also be used for the watering of stock on a limited basis and to water lawns and irrigate gardens on the Parcels, but in each case only to the extent that such use will not interfere with the use of the Well water for household purposes. No Party shall install any automatic sprinkler systems for irrigation using the Well as the water source without the express written agreement and approval of the other Parties. Only the Parcels shall be permitted to receive water from the Well and the Water Distribution System, and each of the Parties does hereby covenant that it will not allow or permit other persons to connect to the pipes or mains serving such Party's respective Parcel or otherwise permit other persons, other than household guests, to take, draw, use, or receive water from the Well.
3. **Maintenance.**
 - a. Each Party will be solely responsible for any costs for (i) repairing, maintaining, and replacing all waterpipes or mains servicing only such Party's respective Parcel, and (ii) any removal or replacement of pre-existing site improvements on such Party's Parcel as reasonably necessary for the operation, maintenance, repair, replacement, improvement, inspection, or testing of the Well or Water Distribution System.
 - b. Each Party will pay its proportionate share of all common expenses for the operation and maintenance of the Well and Water Distribution System that may become necessary. Common expenses include the cost for electricity, repairs, and maintenance of the Well and Water Distribution System. Proportionate share of common expenses shall be determined as follows:
 - i. If meters are not installed, each respective share shall be determined by dividing the amount of each expense by three, it being understood that each Party shall pay an amount equal to one third of the total of such common expenses.
 - ii. If meters are installed, common expenses shall be borne in proportion to the amount of water used by each Parcel. Meters shall be installed upon the demand of any two Parties and the cost of such installation shall be a common expense shared pursuant to Section 3.b.i above.

c. In the event that any Party fails to pay its proportionate share of the common expenses required to be paid pursuant to this Section, or otherwise defaults in the performance of its obligations under this Agreement, the other Parties shall have the right to shut off the water supply to the defaulting Party until such default is cured. In the event it becomes necessary to shut off the water, the defaulting Party agrees to pay the costs associated with such shut off, including the costs of a shut off valve and any labor costs. The remedies set forth herein are not intended to be exclusive and any non-breaching Parties shall have all remedies available at law or in equity.

4. Easements. Each of the Parties to this Agreement does hereby grant to the other Parties, their heirs, successors, and assigns, such non-exclusive perpetual easements over, across, and through the respective Parcels as shall be reasonably necessary for the construction, operation, use, and maintenance of the Well and the Water Distribution System consistent with the purposes of this Agreement.

5. Term; Termination.

a. The term of this Agreement shall be perpetual, except as herein limited.

b. The respective rights and obligations of the Parties shall continue until the Parties who wish to terminate their participation in this Agreement have executed and recorded a written statement of termination in the property records of Bonneville County, State of Idaho. Upon termination of participation in this Agreement, the terminating Party shall have no further right to the use of the Well or Water Distribution System, shall disconnect their respective connection from the Well, and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter.

6. Covenants Run With Land. The benefits and burdens of this Agreement shall constitute a covenant running with the land for the Parcels herein described and shall be binding upon the heirs, successors in title, and assigns of the Parties hereto.

7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Idaho. Any legal suit, action, or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Idaho in each case located in or otherwise serving Bonneville County, Idaho, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.

8. Attorneys' Fees. If any arbitration, suit, or action is instituted to interpret, or enforce, the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorneys' fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or

trial court, and if any appeal is taken from such decision, reasonable attorneys' fees as determined on appeal

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

JOHNSON – PARCEL A

The Johnson Family Trust dated the 9th day of June, 2005

By: Todd H. Johnson
Name: Todd H. Johnson, Trustee

EGAN – PARCEL B

Gordon Egan
Gordon Egan, individually

RITA – PARCEL C

Rita Bullock (formerly Rita Phillips)
Rita Bullock (formerly Rita Phillips),
individually

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

JOHNSON – PARCEL A

The Johnson Family Trust dated the 9th day of June, 2005

By: _____

Name: Todd H. Johnson, Trustee

EGAN – PARCEL B

Gordon Egan, individually

RITA – PARCEL C

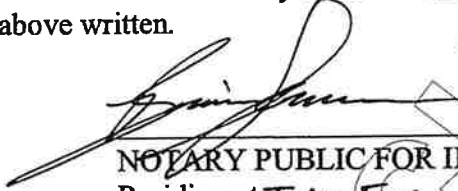
Rita Bullock
Rita Bullock (formerly Rita Phillips),
individually

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 1 day of APRIL, in the year of 2022, before me BRIAN SASSER, personally appeared Gordon Egan, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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




NOTARY PUBLIC FOR IDAHO

Residing at IDAHO FALLS

My Commission Expires 10/22/2025

[SIGNATURE PAGE

TO

AMENDED AND RESTATED WELL AGREEMENT]

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 1 day of April, in the year 2022, before me BRIAN SASSER, personally appeared Todd H. Johnson, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument as Trustee of The Johnson Family Trust dated the 9th day of June, 2005 and acknowledged to me that he executed the same as such Trustee.

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



Brian Sasser
NOTARY PUBLIC FOR IDAHO

Residing at IDAHO FALLS

My Commission Expires 10/22/2025

[SIGNATURE PAGE

TO

AMENDED AND RESTATED WELL AGREEMENT]

STATE OF NC)
) ss.
County of Wilson)

On this 4 day of April, in the year of 2022, before me
Rita Bullock, personally appeared Rita Bullock, known or identified to me
(or proved to me on the oath of _____), to be the person whose
name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lauren Deese
NOTARY PUBLIC FOR North Carolina
Residing at 3004 Hwy 42 W Wilson NC 27893
My Commission Expires April 22, 2023

EXHIBIT A**Parcel A (Johnson)**

Beginning at a point that is North 00°08'16" East 197.37 feet along the section line and South 89°51'43" East 40.00 feet to a point on the Easterly right-of-way line of 25th East from the West ¼ corner of said Section 10 and running thence North 00°08'16" East 609.74 feet along said right-of-way; thence South 89°51'44" East 228.80 feet; thence North 00°08'16" East 189.56 feet; thence North 89°51'50" West 227.54 feet to a point on said right-of-way line; to the point of curve of a non tangent curve to the right, of which the radius point lies South 88°09'39" East, a radial distance of 2,847.50 feet; thence North along the arc, through a central angle of 01°40'14", a distance of 83.03 feet to a point of reverse curve to the left having a radius of 2,927.50 feet and a central angle of 03°07'20"; thence North along the arc, a distance of 159.52 feet to a point on the Southerly right-of-way line of Eastern Idaho Railroad; thence South 62°54'47" East 667.50 feet along said right-of-way; thence South 16°22'53" West 69.95 feet; thence South 73°43'25" West 166.40 feet; thence South 41°18'47" West 188.05 feet; thence South 21°41'34" West 308.48 feet; thence South 30°16'34" West 96.59 feet; thence South 51°15'48" West 180.04 feet to the POINT OF BEGINNING

except deed to Egan 1391474

EXHIBIT B**Parcel B (Egan)**

Beginning at the West Quarter Corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N00°08'16"E along the Section line 197.37 feet; thence S89°51'43"E 40.00 feet to the Easterly right of way line of 25th East; thence N00°08'16"E along said right of way line 483.44 feet to the True Point of Beginning; running thence N00°08'16"E along said right of way line 126.30 feet; thence S89°51'44"E 228.80 feet; thence N00°08'16"E 189.56 feet; thence N89°51'50"W 227.54 feet to said right of way line, being a point on a curve having a radius of 2847.50 feet and a chord that bears N02°40'28"E 83.03 feet; thence to the left 83.03 feet along said right of way curve through a central angle of 1°40'15"; to a point on a curve having a radius of 2927.50 feet a chord that bears N01°56'55"E 159.51 feet; thence to the left 159.53 feet along said right of way curve through a central angle of 3°07'20" to the Southerly right of way line of the Eastern Idaho Railroad; thence S62°54'47"E along said Railroad right of way line 667.50 feet; thence S16°22'53"W 69.95 feet; thence S73°43'25"W 166.40 feet; thence S41°18'47"W 188.05 feet; thence N89°51'44"W 302.00 feet to the true point of beginning.

SUBJECT TO the 2011 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.

EXHIBIT C**Parcel C (Rita)**

Beginning at a point that is South 0°08'05" West 1640.68 feet along the Section line from the Northwest Corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence South 0°08'05" West 189.56 feet; thence South 89°51'55" East 268.80 feet; thence North 0°08'05" East 189.56 feet; thence North 89°51'55" West 268.80 feet to the point of beginning.

**EXCEPTING THEREFROM ALL OF THE FOLLOWING
DESCRIBED PROPERTY:**

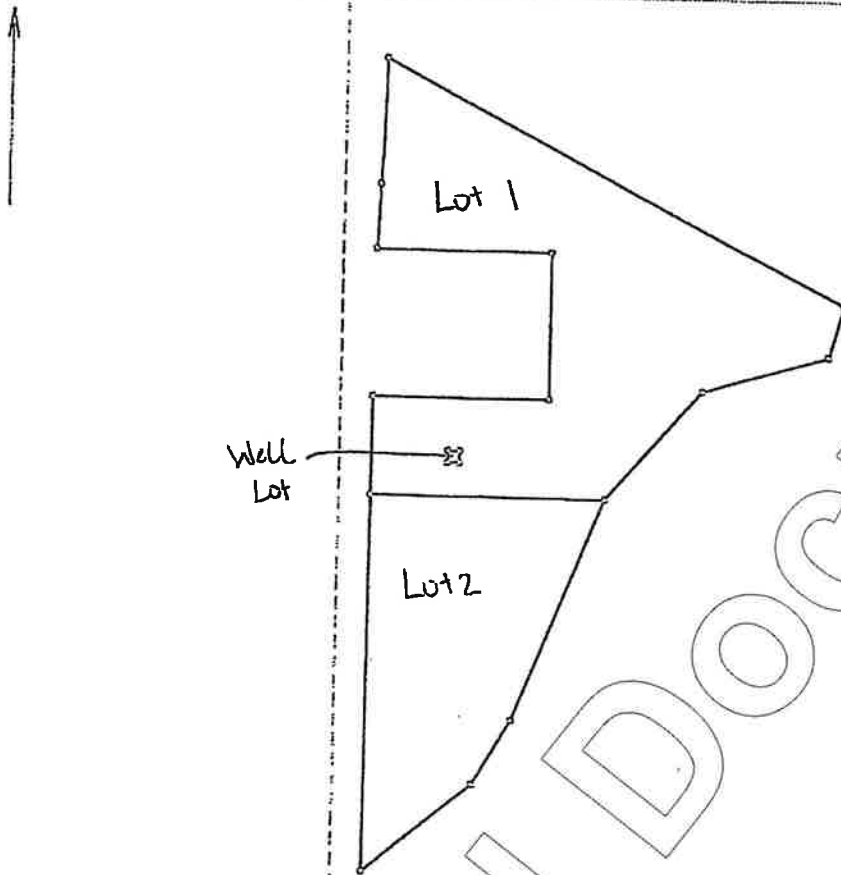
- a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded on August 19, 2003 as Instrument No. 1125028 records of Bonneville County, Idaho.

EXHIBIT D**Well****LEGAL DESCRIPTION****WELL LOT**

Commencing at the West $\frac{1}{4}$ corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N.00°08'16"E. along the Section line 197.37 feet; thence S.89°51'43"E. 40.00 feet to the Easterly Rights-of-Way line of 25th East; thence N.00°08'16"E. along said Rights-of-Way line 526.54 feet; thence East 100.66 feet to the TRUE POINT OF BEGINNING; running thence North 15.00 feet; thence East 15.00 feet; thence South 15.00 feet; thence West 15.00 feet to the TRUE POINT OF BEGINNING.

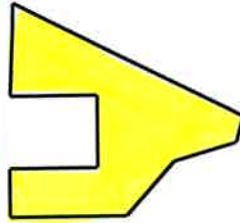
SUBJECT TO: existing easements of record.

CONTAINING: 225 Sq. Ft. or 0.005 acres.



Title:		Date: 05-04-2011
Scale: 1 inch = 200 feet	File:	
Tract 1: 3.749 Acres: 163325 Sq Feet: Closure = s35.4135w 0.00 Feet: Precision >1/999999: Perimeter = 2409 Feet Tract 2: 2.113 Acres: 92041 Sq Feet: Closure = s39.5400w 0.01 Feet: Precision = 1/213326: Perimeter = 1371 Feet Tract 3: 0.005 Acres: 225 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 60 Feet		
001=s/n,nc,10,2n,38e	012=s16.2253w 69.95	023=s51.1548w 180.04
002=n00.0816e 197.37	013=s73.4325w 166.40	024=@1
003=s89.5143e 40	014=s41.1847w 188.05	025=n00.0816e 197.37
004=n00.0816e 483.44	015=n89.5144w 302.	026=s89.5143e 40
005=n00.0816e 126.30	016=@1	027=n00.0816e 526.54
006=s89.5144e 228.80	017=n00.0816e 197.37	028=n90e 100.66
007=n00.0816e 189.56	018=s89.5143e 40	029=n0w 15
008=n89.5150w 227.54	019=n00.0816e 483.44	030=n90e 15
009: L1, R=2847.50, Arc=81.03, Delta=1.4015	020=s89.5144e 302.	031=s0w 15
010: L1, R=2927.50, Arc=139.53, Delta=1.0720	021=s21.4134w 308.48	032=s90w 15
011=s62.5447e 667.50	022=s30.1634w 96.59	

Gordon Egan



6/14/2023

Scale: 1 inch= 500 feet

File:

Tract 1: 3.7494 Acres (163325 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=2409 ft.

01 /nw,sw,10,2n,38e
02 /n00.0816e 197.37
03 /s89.5143e 40
04 /n00.0816e 483.44
05 n00.0816e 126.30
06 s89.5144e 228.80
07 n00.0816e 189.56
08 n89.5150w 227.54

11 s62.5447e 667.50
12 s16.2253w 69.95
13 s73.4325w 166.40
14 s41.1847w 188.05
15 n89.5144w 302.00

09 Lt, r=2847.50, delta=001.4015, arc=83.03, chord=n02.4028e 83.03
10 Lt, r=2927.50, delta=003.0720, arc=159.53, chord=n01.5655e 159.51



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 Gary Spackman

June 14, 2023

GORDON EGAN
PO BOX 2830
IDAHO FALLS ID 83403-2830

Re: Change in Ownership for Water Right No(s): 25-4168

Dear Water Right Holder(s):

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

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) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: APRIL BLAKE
KEVIN WARD
SONDRA WARD

Baily, Jonie

From: Baily, Jonie
Sent: Wednesday, June 14, 2023 8:54 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(1).PDF

Good morning!

I have a refund request as follows:

Receipt number: E049226
Amount: \$75.00
Payable to GORDON EGAN
PO BOX 2830
IDAHO FALLS ID 83403

Reason: Ownership Change filed for one water right, paid for a split, a split is not required. Therefore, the applicant is entitled to a partial 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.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov

From: [Baily, Jonie](#)
To: eganmachine@gmail.com
Subject: Ownership Change additional information request
Date: Tuesday, May 30, 2023 1:45:00 PM

RE: Change in Ownership Water Right No. 25-4168

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:

**** **Evidence of Ownership:** The department acknowledges receipt of the Amended and Restated Well Agreement for property you own in Bonneville County. However, in order to update the ownership, the department will require a copy of the recorded vesting deed. Please supply a copy of the Warranty Deed or other legal documents indicating your ownership of the property and/or water right. Also according to our conversation with you, you are only receiving a portion of the domestic use for this water right and would like your portion divided out.

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,

 IDAHO DEPARTMENT OF
WATER RESOURCES
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