



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 02, 2024

NATHAN R ELDREDGE
KRISTINE ELDGREDGE
1865 STATE ST
WEISER ID 83672-1206

RE: Change in Ownership for Water Right No(s): **67-7880**

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 15, 2024 for the above referenced water right. The Notice could not be processed because we did not receive adequate documentation to complete the chain of title for water right 67-7880.

On May 20, 2024, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to NATHAN ELDREDGE under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 15 2024

RECEIVED

MAY 16 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

1. **DEPARTMENT OF WATER RESOURCES** 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?
67-07880	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:

John Penick

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Nathan & Kristine Eldredge

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

1865 State Street

Mailing address

Weiser

City

ID

State

83672

Zip

360-355-7611

Telephone

new1982@yahoo.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above:

6. 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:

Signature of new owner/claimant

Nathan Eldredge

Print name

Title, if applicable

Date

5-9-2024

Signature:

Signature of new owner/claimant

KRISTINE ELDREDGE

Print name

Title, if applicable

Date

5-9-2024

Received by

CC

Date

5-15-24

For IDWR Office Use Only:

Receipt No.

W051966

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

Processed by

Date

RECEIVED

JUN 20 2024

DEPARTMENT OF
WATER RESOURCES

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Instrument # 249052

STATE OF IDAHO, COUNTY OF WASHINGTON

2022-07-13 04:10:06 PM No. of Pages: 3

Recorded for: AMERITITLE - WEISER

DONNA ATWOOD Fee: \$15.00

Ex-Officio Recorder Deputy MMcConnell

Index To: DEED

Electronically Recorded by Simplifile

(Space Above for Recorder's Use)

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, is made by **Michael J. Panike and Linda D. Murray, as Co-Personal Representatives of the Estate of Della Darlene B. Panike, deceased**, collectively, Grantor, to **Nathan E. Eldredge and Khristine Eldredge, husband and wife**, Grantees, whose current address is 1865 State Street, Weiser, Idaho 83672;

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case No. CV44-21-0064, in Washington County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantees the described real property located in Washington County, Idaho to wit:

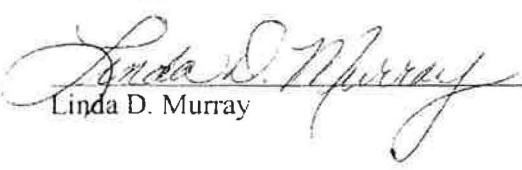
See 'Exhibit A'

TOGETHER WITH all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property.

EXECUTED this 13 day of July, 2022.

Co-Personal Representatives of the Estate of
Della Darlene B. Panike


Michael J. Panike


Linda D. Murray

STATE OF IDAHO)
) ss
COUNTY OF WASHINGTON)

On this 13 day of July, 2022, before me, the undersigned, a notary public in and for said state, personally appeared, **Michael J. Panike** and **Linda D. Murray**, known or identified to me to be the person whose names are subscribed to the within instrument, as Co-Personal Representatives of the Estate of Della Darlene B. Panike, deceased, and acknowledged to me that he/she executed the same in such capacity.

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

Nancy J. [Signature]
NOTARY PUBLIC FOR IDAHO
Commission 101612025



RETURNED

NOT A LEGAL DOCUMENT

RETURNED

NOTARY PUBLIC
NANCY I. LAZAR
STATE OF IDAHO
Commission No. 38814

EXHIBIT "A"

549518AM

In Washington County, Idaho:

Lot 1 and the E1/2 of Lot 2 of Block 1 of the Rolling Hills Addition to the City of Weiser, Idaho, as the same appears on the official plat on file in the office of the County Recorder of Washington County, Idaho.

RETURNED

NOT A LEGAL COPY

DEED OF TRUST

THIS DEED OF TRUST, Made this July 12, 2022 BETWEEN **Nathan E Eldredge and Kristine Eldredge, husband and wife** herein called **GRANTOR**, whose address is: 1865 State Street Weiser, ID 83672 AND **AmeriTitle, LLC**, herein called **TRUSTEE**, AND **Pacific Fibre Products, Inc., a Washington Corporation**, herein called **BENEFICIARY**, whose address is P.O. Box 278, Longview, WA 98632. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Washington, State of Idaho, described as follows and containing not more than eighty acres:

In Washington County, Idaho:

Lot 1 and the E1/2 of Lot 2 of Block 1 of the Rolling Hills Addition to the City of Weiser, Idaho, as the same appears on the official plat on file in the office of the County Recorder of Washington County, Idaho.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **\$369,000.00**, with final payment due: **08/01/2062** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the

payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder of invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The

recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Nathan E Eldredge
Nathan E Eldredge

Khristine Eldredge
Khristine Eldredge

State of Idaho, ss
County of Washington

On this 12 day of July, 2022, before me, Nancy I. Lazaro, a Notary Public in and for said state, personally appeared **Nathan E Eldredge and Khristine Eldredge**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Nancy I. Lazaro
Notary Public for the State of Idaho
Residing at: Washington
Commission Expires: 10/9/2025



File No./Escrow No.: 549518AM
Officer/Escrow Officer: Nancy LazaroAmeriTitle, LLC
128 E Main St.
Weiser, ID 83672
(208)414-1792

Property Address: 1865 STATE STREET
WEISER, ID 83672 (WASHINGTON)
(RPW20500010010, RPW20500010020)

Buyer: NATHAN E ELDREDGE AND KHRISTINE ELDREDGE
246-46 Walker Rd
Toledo, WA 98591

Seller: THE ESTATE OF DELLA DARLENE B PANIKE
2595 S. Blackcat Rd.
Meridian, ID 83642

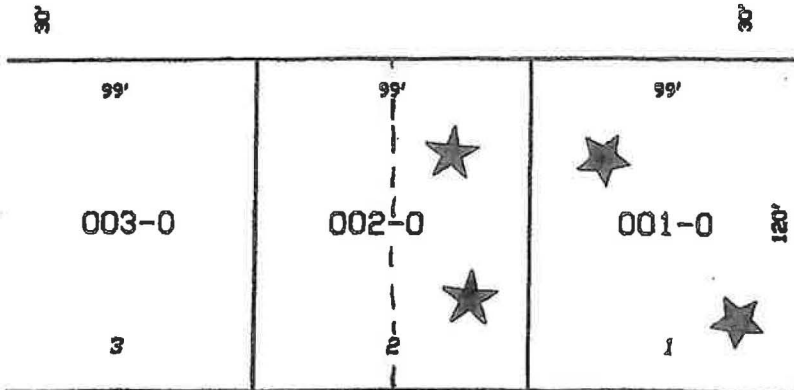
Settlement Date: 7/13/2022
Disbursement Date: 7/13/2022

Description	Buyer		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$370,000.00	
Earnest Money from Nathan E Eldredge and Kristine Eldredge			\$1,000.00
Prorations			
County Taxes 1/1/2022 to 7/13/2022 @ \$1,890.74/Year			\$999.76
New Loans			
Loan Amount			\$369,000.00
Title Charges			
Title - Settlement or Closing Fee to AmeriTitle, LLC		\$605.00	
Title - Wire Fee to AmeriTitle, LLC		\$12.00	
Title - Courier/Delivery/Postage Fee to AmeriTitle, LLC		\$15.00	
Government Recording and Transfer Charges			
eRecording Fees Paid to Simplifile - Buyer/Borrower to AmeriTitle, LLC \$9.50		\$9.50	
Recording fees: Deed \$15.00		\$15.00	
Mortgage \$45.00		\$45.00	
Additional Settlement Charges			
Prorated & Collected Estimated County Taxes to Washington County Treasurer \$178.12 - split		\$47.09	
	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$370,748.59	\$370,999.76
Due To Buyer		\$251.17	
Totals	\$0.00	\$370,999.76	\$370,999.76

Please note, our wire instructions will not change. If you should get emails requesting a change to the wire instructions, please contact me immediately at (208)414-1792. We bring this to your attention because, unfortunately, real estate transactions are a target for wire fraud.

W INDIAN HEAD RD

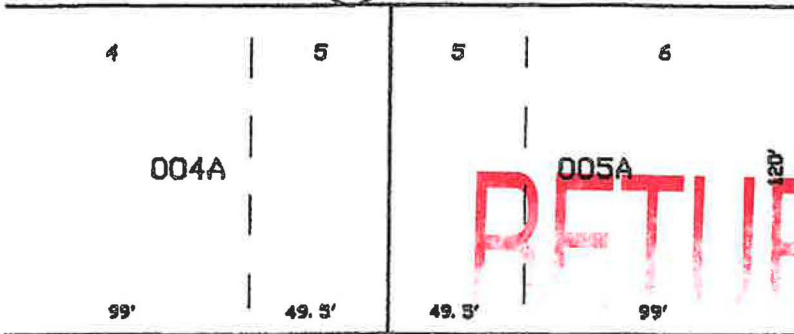
R D.



ALLEY

①

8



004A

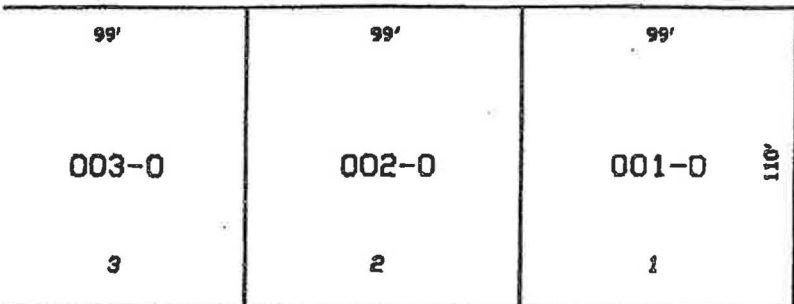
005A

RETURNED

SUMMIT

AVE.

8



ALLEY

②

8

STATE STREET

WASHINGTON
IDAHO

BASED ON GOVERNMENT SURVEYS AND
RECORDS ON FILE AT THE OFFICE
RECORDER OF WASHINGTON COUNTY,
ASSESSMENT PURPOSE ONLY - DOES
NOT SHOW BOUNDARIES.

Google Maps Weiser



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

Live traffic Fast Slow

Mansfield, Debra

From: Mansfield, Debra
Sent: Monday, July 1, 2024 2:53 PM
To: IdwrPayable
Subject: REFUND: NATHAN ELDGREDGE

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: July 1, 2024

RE: Refund: Ownership Change

NATHAN ELDGREDGE & KRISTINE ELDREDGE submitted a change in ownership for water right 67-7880 but did not provide adequate evidence of water right ownership.

Please issue a refund of \$25.00 to:

NATHAN ELDREDGE
1865 STATE ST
WEISER ID 83672-1206

RECEIPT #

W051966

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

Mansfield, Debra

From: Mansfield, Debra
Sent: Monday, July 1, 2024 10:28 AM
To: nathan eldredge
Subject: RE: Fw:

Hi Nate,

I think it would be pertinent to return the Notice at this time; you can resubmit it once you have procured the necessary documentation. The ownership change process does not change or determine the validity of the water right.

The Department will return the Notice and all the attachments that you have submitted to your mailing address. You will receive a refund under separate cover from the Idaho State Controller's Office through the USPS.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>
Sent: Friday, June 28, 2024 5:00 PM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Re: Fw:

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra

I have been unsuccessful in obtaining a death certificate. The country got me in touch with Idaho vital records, they informed me that I would need to be a relative of John Panike or have a letter from IDWR stating why I need the record to obtain the death certificate. I'm trying to track down the son of John to see if he could provide me with a death cert but have been unsuccessful thus far. I'm guessing my time frame is running out. Would it be better to resubmit when I'm able to obtain the record?

Hope you have a good weekend:)
Nate

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, June 26, 2024, 8:23 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hi Nate,

I can use this document if you can provide the Department with a copy of John Panike's Death Certificate.

Would you be able to forward these documents to file@idwr.idaho.gov? They will be routed to me if you include my name in the email. This way the Department can properly receive them before they get to me.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>
Sent: Tuesday, June 25, 2024 5:43 PM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Fw:

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra

I'm having a hard time finding anything that seems like a winner. This might be the one you need. I think what I sent you earlier, probably is not be correct.

Nate

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, June 25, 2024, 5:39 PM, Nate Eldredge <neldredge@pacfibre.com> wrote:

https://recording.co.washington.id.us/Home/ViewImage/AQAAANCMnd8BFdERjHoAwE_Cl-sBAAAAC0AliNmzPkK1PeT0fOxOBAQAAAAACAAAAAAQZgAAAAEAACAAAACv7lZA-ydOqxXwOJsK_oXBGKmoXQEye-_o4RWj2leHAgAAAAAOgAAAAIAACAAAACQfis2OpuePXOs3JH2afMxGBzGo_oDeeiA8h59QqyQqSiAAAACiNMVHGJpnN--0B-CGsbpopnlSyOZyao9Hw-Jln7iweUAAAABY5tU83hOAK44dxl_tXM_n3M4spNQzIXWuRAI9swzqcevCka5FGWH7aPC-AyEmDkiTTmb56TilWL0lRedlrOt-0

Mansfield, Debra

From: nathan eldredge <newt1982@yahoo.com>
Sent: Friday, June 21, 2024 6:05 PM
To: Mansfield, Debra
Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Got it, your are helping me way more than you need too and I want you to know I appreciate it a bunch! I will try and find this info.

Hope you have a great weekend!

Thank you
Nate

[Sent from Yahoo Mail for iPhone](#)

On Friday, June 21, 2024, 11:01 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hi Nate,

I looked over the Personal Representative's Deed and this is a deed I will need to use for the ownership change. The issue is that John Panike is not the grantor on this deed, so we need another piece of documentation to complete the chain of title.

John Panike must have passed away, leaving the estate to Della Darlene B Panike, or he sold it to her. The county should have legal documentation on file showing Della Darlene either inheriting the property & water right **or** a deed showing John gave it to her. I will need this information to finish the change.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>
Sent: Thursday, June 20, 2024 4:36 PM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra

I had a little better luck with the county than I did the title company. I still don't know if it's sufficient information.

Thank you again for all the help

Nate
sufficient information.

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, June 18, 2024, 11:09 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hi Nate,

I wanted to check in and see if you have had any success locating your documentation. If you need more time, I can hold your ownership change for a couple of more weeks.

The County Recorder's office should also be able to provide your deed, if you haven't had success with your title company.

Please respond to this email within 10 days. If I do not receive a response within 10 days, the Department will return you Notice with attachments and issue a refund.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>
Sent: Monday, May 20, 2024 10:22 AM
To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi again Debra

That helps me a lot and I really appreciate it!

Thank you so much
Nate

[Sent from Yahoo Mail for iPhone](#)

On Monday, May 20, 2024, 8:09 AM, Mansfield, Debra
<Debra.Mansfield@idwr.idaho.gov> wrote:

Hi Nathan,

We have many water right owners that have liens against their property. What I have seen in the past is that even if there is a lien, there would have been a different Deed that was created during closing that shows you are the owner of the property.

I would ask the title company that completed your transaction about a warranty deed that would show your purchase of the property from the previous owner. Even if you financed the transaction, they should have a different deed showing the previous owners granted you the property with the water right 67-7880. Warranty Deeds are the most common that I see created to show the conveyance of property and water rights.

The Deed of trust is a document that can only be used by the Department to add a lien holder as a Security Interest to a water

right. That request comes from the bank themselves if they wish to notify the state.

I hope this helps! Please let me know if you have more questions.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>

Sent: Saturday, May 18, 2024 5:31 AM

To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra

If I am reading this correctly, I probably can't change the water rights as I have a loan on the property and don't own it free and clear? (Don't have a deed to the property)

Thank you
Nate Eldredge

[Sent from Yahoo Mail for iPhone](#)

On Friday, May 17, 2024, 4:42 PM, Mansfield, Debra
<Debra.Mansfield@idwr.idaho.gov> wrote:

Hello,

Please see the attached letter from the Department, regarding your received Notice of Change in Water Right Ownership for water right 67-7880. This letter is also being mailed via USPS per Department procedure.

Any required documentation can be electronically submitted to: file@idwr.idaho.gov

I cannot accept documentation through this email address but if you have any questions

regarding your change in ownership, feel free to respond to this email.

Thank you,

Debra Mansfield | Technical Records Specialist

1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 |

Debra.Mansfield@idwr.idaho.gov

Mansfield, Debra

From: nathan eldredge <newt1982@yahoo.com>
Sent: Monday, May 20, 2024 10:22 AM
To: Mansfield, Debra
Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi again Debra

That helps me a lot and I really appreciate it!

Thank you so much
Nate

[Sent from Yahoo Mail for iPhone](#)

On Monday, May 20, 2024, 8:09 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hi Nathan,

We have many water right owners that have liens against their property. What I have seen in the past is that even if there is a lien, there would have been a different Deed that was created during closing that shows you are the owner of the property.

I would ask the title company that completed your transaction about a warranty deed that would show your purchase of the property from the previous owner. Even if you financed the transaction, they should have a different deed showing the previous owners granted you the property with the water right 67-7880. Warranty Deeds are the most common that I see created to show the conveyance of property and water rights.

The Deed of trust is a document that can only be used by the Department to add a lien holder as a Security Interest to a water right. That request comes from the bank themselves if they wish to notify the state.

I hope this helps! Please let me know if you have more questions.

Thank you,

Debra Mansfield | Technical Records Specialist 1

IDWR – State Office

322 E Front St, Boise ID 83702-7371

(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: nathan eldredge <newt1982@yahoo.com>

Sent: Saturday, May 18, 2024 5:31 AM

To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Subject: Re: Received Notice of Change in Water Right Ownership, water right 67-7880

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra

If I am reading this correctly, I probably can't change the water rights as I have a loan on the property and don't own it free and clear? (Don't have a deed to the property)

Thank you

Nate Eldredge

[Sent from Yahoo Mail for iPhone](#)

On Friday, May 17, 2024, 4:42 PM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hello,

Please see the attached letter from the Department, regarding your received Notice of Change in Water Right Ownership for water right 67-7880. This letter is also being mailed via USPS per Department procedure.

Any required documentation can be electronically submitted to:
file@idwr.idaho.gov

I cannot accept documentation through this email address but if you have any questions regarding your change in ownership, feel free to respond to this email.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 20, 2024

NATHAN R ELDREDGE
KRISTINE ELDREDGE
1865 STATE ST
WEISER ID 83672-1206

RE: Change in Ownership for Water Right No(s): **67-7880**

Dear Interested Parties:

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

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

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

The Department received a deed of trust with your Notice. Specific items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices. We will need a different form of evidence to proceed with your Ownership Change.

The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located.

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

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)