

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 23 2025

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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.

DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 22-13854	Yes ☒	Yes ☐		Yes ☐	Yes ☐
✓ 22-13998	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: ANDY RICHARDSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JAMES P. SMITH JACKIE S. SMITH
New owner(s) as listed on the conveyance document Name connector ☒ and ☒ or
- PO Box 128 Victor ID 83455
Mailing address City State Zip
- 772-216-2808 jsmitFL@msn.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: JANUARY 5, 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.

SUPPORT DATA

IN FILE # 22-13854

8. Signature: James P. Smith Owner 6-19-2025
Signature of new owner/claimant Title, if applicable Date
James P. Smith
Print name
- Signature: Jackie S. Smith Owner 6-19-2025
Signature of new owner/claimant Title, if applicable Date
Jackie S. Smith
Print name

For IDWR Office Use Only:

Received by BMI Date 6-23-25 Receipt No. C121751 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 _____ Processed by DM Date 7-28-25

RECORDING REQUESTED BY
First American Title Company

215320 JAN 18 '11 PM 2:23

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 215320

TETON COUNTY, IDAHO

1-18-2011 02:23:00 No. of Pages: 2

Recorded for: FIRST AMERICAN TITLE

MARY LOU HANSEN

Fee: 13.00

Ex-Officio Recorder Deputy

Index to DEED WARRANTY



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 358965-T (tm)

Date: January 05, 2011

For Value Received, **Richardson Family Properties, an Idaho limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **James Phillip Smith and Jackie Sue Smith, husband and wife**, hereinafter called the Grantee, whose current address is **6014 Bamboo Drive, Fort Pierce, FL 34982**, the following described premises, situated in **Teton County, Idaho**, to-wit:

LOT 6, PITCHFORK PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF RECORDED AUGUST 11, 2008, AS INSTRUMENT NO. 199435.

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

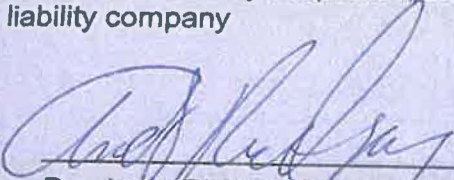
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from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

Date: 01/05/2011

Warranty Deed
- continued

File No.: 358965-T (tm)

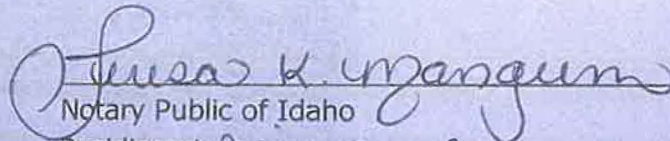
Richardson Family Properties, an Idaho limited
liability company


By: Andy Richardson, Manager

STATE OF Idaho)
COUNTY OF Teton)
SS.

On this **Eighteenth day of January, 2011**, before me, a Notary Public in and for said State, personally appeared **Andy Richardson**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Richardson Family Properties, an Idaho limited liability company**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.




Notary Public of Idaho
Residing at: **Driggs ID**
Commission Expires: **07-24-2015**

TO: **First American Title Company, Trustee**

You are hereby requested in accordance with the terms of said Deed of Trust, to reconvey, without warranty to "the person or persons legally entitled thereto", the estate now held by you thereunder in and to that portion of the property described in said Deed of Trust, situated in Teton County, Idaho, described as:

Dated: December 15, 2010

By: Rex Miller
Rex Miller

By: Ranae Miller
Ranae Miller

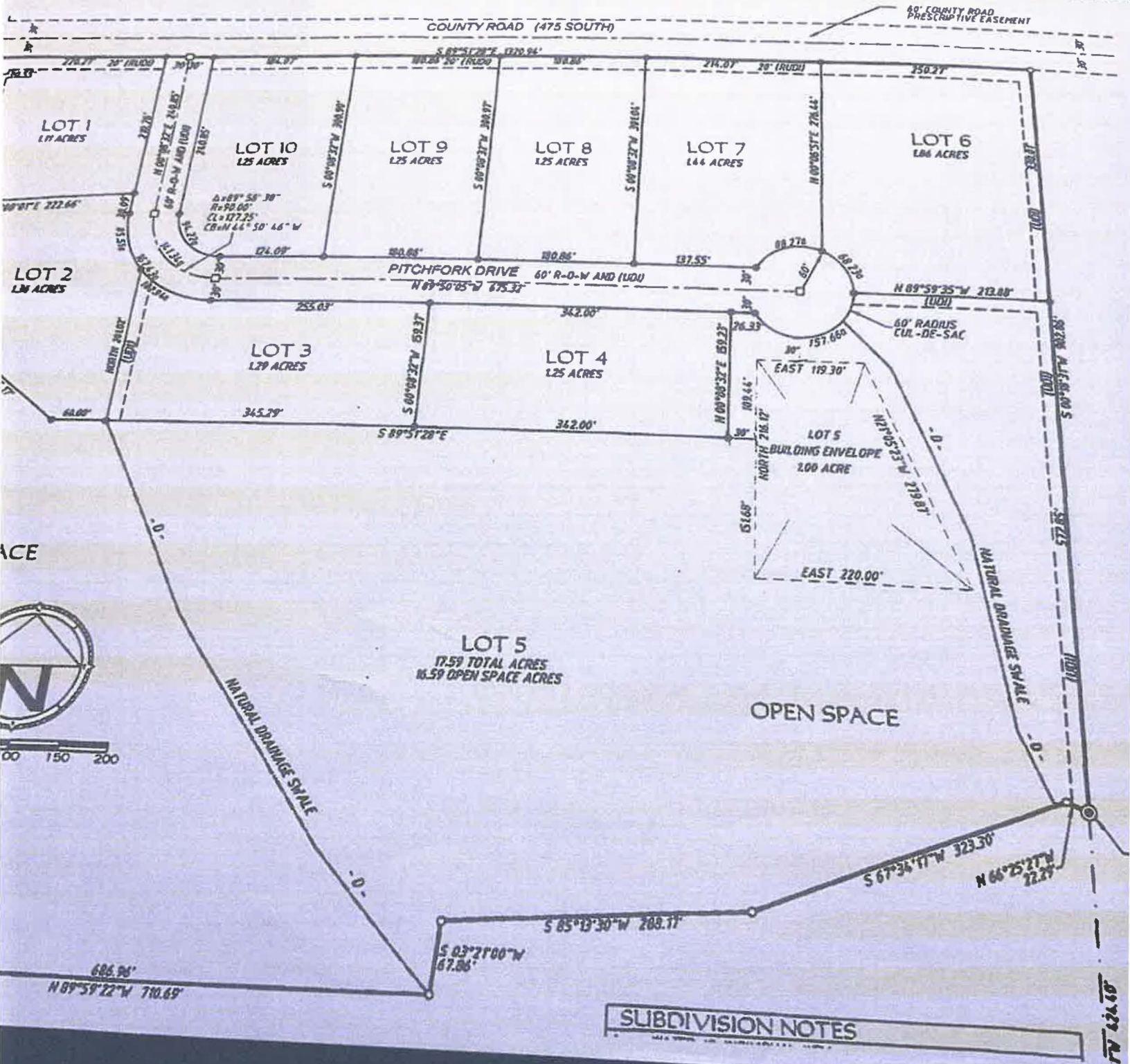
STATE OF Idaho)
) ss.
COUNTY OF Teton)

LYNN M. SKILTON
NOTARY PUBLIC
STATE OF IDAHO

Lynda L. Shelton
Notary Public of Victor, Idaho 83455
Residing at:
Commission Expires: 2-16-2012

GARY ZOHNER

E 1/4 CO. SECTION 21E INSTRUMENT 21E



196250
RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

184698

RECEIVED

JAN 30 2007

TETON CO., ID
CLERK RECORDER

Instrument # 184698
DRIGGS, TETON, IDAHO
2007-01-30 02:26:08 No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE
MARY LOU HANSEN
Ex-Officio Recorder Deputy Fee: 18.00
Index to: DEED OF TRUST

Space Above This Line for Recorder's Use Only

File No. 195256-T (lb)

DEED OF TRUST

THIS DEED OF TRUST, made this 01/30/2007, between **Richardson Family Properties, LLC, an Idaho Limited Liability Company**, herein called GRANTOR(S), whose address is **PO Box 469, Victor, ID 83455**, and **First American Title Company**, herein called TRUSTEE, and **Rex Miller and RaNae Miller**, herein called BENEFICIARY, whose address is **PO Box 55, Filer, ID 83328**.

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 **Teton**, State of **Idaho**, described as follows and containing not more than Forty acres in area:

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

SECTION 19: SW1/4SE1/4;

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: Beginning at the South quarter corner of Section 19, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; Running thence North 89°40'32" East, 1319.83 feet along the Section Line to the Southeast corner of the SW1/4SE1/4 of said Section to an iron pin point; thence North 0°02'05" East, 420.61 feet along the East line of the SW1/4SE1/4 of said section to a point; thence North 65°57'49" West, 23.04 feet, to a point; thence South 67°12'22" West 323.50 feet, to a point; thence South 84°52'42" West 288.17 feet, to a point; thence South 2°54'39" West, 68.00 feet, to a point; thence South 89°40'32" West, 710.73 feet, to the West line of the SW1/4SE1/4 of said section; thence South 0°06'24" East, 214.48 feet, to **THE POINT OF BEGINNING.**

ALSO LESS AND EXCEPTING THEREFROM the existing county road right-of-way over and across the above described property.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and 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:

1. Performance of each agreement of Grantor herein contained.

2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **five hundred fifty five thousand Dollars (\$555,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **August 15, 2007**.
 3. 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 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 loans, advances or expenditures 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; 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 attorneys' 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 note rate.

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 obligation 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, 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 therefor 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 and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. 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 the 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 attorneys' fees, upon any 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 or invalidate any act done pursuant to such notice.

Date: January 24, 2007

Deed of Trust - continued

File No.: 195256-T (1b)

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 the Beneficiary under the Deed of Trust, 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 payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the note rate; 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 owner and holder 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 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.

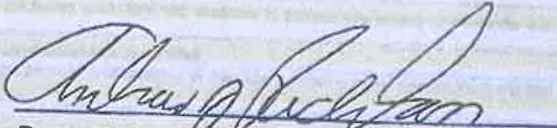
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

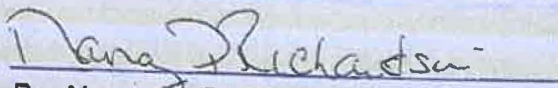
Date: January 24, 2007

Deed of Trust - continued

File No.: 195256-T (1b)

Richardson Family Properties, LLC, an Idaho
Limited Liability Company

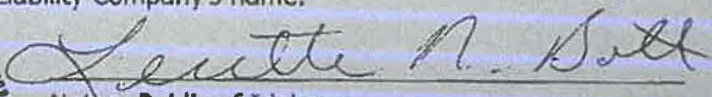

By: Andrew J. Richardson, Member


By: Nancy D. Richardson, Member

STATE OF Idaho)
COUNTY OF Teton)
SS.

On this 30th day of January, 2007, before me, a Notary Public in and for said State, personally appeared **Andrew J. Richardson and Nancy D. Richardson**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Richardson Family Properties, LLC, an Idaho limited liability company**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that they executed the same in ~~said~~ said Limited Liability Company's name.




Notary Public of Idaho

Residing at: Teton, Id.

Commission Expires: 1-3-12

State of Idaho
Department of Water Resources

Water Right

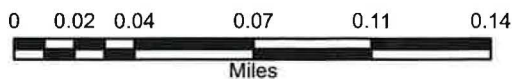
22-13998

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/14/2025



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary



State of Idaho
Department of Water Resources

Water Right

22-13998

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 5/14/2025



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion





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 29, 2025

JAMES P SMITH
JACKIE S SMITH
PO BOX 128
VICTOR ID 83455-0128

Re: Change in Ownership for Water Right No(s): **22-13854, 22-13998**

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, the Department did not need to split water right 22-13854 to complete your Notice of Change in Water Right Ownership. Additionally, the Department found water right 22-13998 is also an appurtenance to your property.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. We have determined that the filing fee for your notice is \$50.

A **refund of \$50** has been requested and will be mailed to JAMES P SMITH & JACKIE S SMITH under separate cover from the Idaho State Controller's Office.

~

If you have any questions concerning the enclosed information, please contact me at 208-287-4800.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES

7/28/2025

Proof Report

Water Right 22-13854

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES P SMITH PO BOX 128 VICTOR, ID 83455-0128 (772) 216-2808
Current Owner	JACKIE S SMITH PO BOX 128 VICTOR, ID 83455-0128 (772) 216-2808
Original Owner	REX H MILLER PO BOX 55 FILER, ID 83328 (208) 326-4187
Original Owner	CHESTER H MILLER PO BOX 532 DRIGGS, ID 83422
Previous Owner	RICHARDSON FAMILY PROPERTIES LLC PO BOX 469 VICTOR, ID 83455 (208) 354-8570

Priority Date: 6/1/1904**Basis:** Decreed**Status:** Active**Source**
PARADISE SPRINGS**Tributary**
TETON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.020 CFS	
	<u>Total Diversion</u>		0.020 CFS	

Source and Point(s) of Diversion:

PARADISE SPRINGS NENW

Sec. 30, Twp 04N, Rge 45E, TETON County

Place Of Use:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/28/2025

IRRIGATION within TETON 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	
04N	45E	19																2.0	2.0

Right Acre Limit: 1.10
POU Total Acres: 2.0

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. K06 This right is limited to the irrigation of 1.1 acres within the place of use described above in a single irrigation season.
3. E55 Right Nos. 22-13854 and 22-13998 are limited to the irrigation of a combined total of 2 acres in a single irrigation season.
4. F06 The following rights are diverted through point of diversion described above: 22-12714B, 22-13509, 22-13586, 22-13853, 22-13854, 22-13997, 22-13998, 22-13999, 22-14614 and 22-14615.
5. This water right shall not be permitted to make a delivery call against water right nos. 22-13135, 22-13961, 22-13962, 22-13963, 22-13964, 22-2280E, 22-2296B, 22-2296D, and 22-13681, and their progeny.
6. P21 This right is a split from former right 22-587.

Dates and Other Information:

Decreed Date: 7/2/2012
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 01
Generic Max Rate Per Acre: 0.020
Generic Max Volume Per Acre: 3.5
Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
		31.0	22-13854 ,22-13998

SubCase:

SubCaseNumber: 22-13854
Class: 1
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/28/2025

Adjudication Agent:
Basis of Claim: Decreed
Date Filed: 6/26/2009
Objection Status: Active

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/28/2025

Water Right 22-13998

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES P SMITH PO BOX 128 VICTOR, ID 83455-0128 (772) 216-2808
Current Owner	JACKIE S SMITH PO BOX 128 VICTOR, ID 83455-0128 (772) 216-2808
Original Owner	RICHARDSON FAMILY PROPERTIES LLC PO BOX 469 VICTOR, ID 83455 (208) 354-8570

Priority Date: 7/1/1963

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
PARADISE SPRINGS	TETON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.020 CFS	
	<u>Total Diversion</u>		0.020 CFS	

Source and Point(s) of Diversion:
PARADISE SPRINGS NENW Sec. 30, Twp 04N, Rge 45E, TETON County

Place Of Use:
IRRIGATION within TETON 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	
04N	45E	19																2.0	2.0

POU Total Acres: 2.0

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

Proof Report

- 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. E55 Right Nos. 22-13854 and 22-13998 are limited to the irrigation of a combined total of 2 acres in a single irrigation season.
 3. F06 The following rights are diverted through point of diversion described above: 22-12714B, 22-13509, 22-13586, 22-13853, 22-13854, 22-13997, 22-13998, 22-13999, 22-14614 and 22-14615.
 4. This water right shall not be permitted to make a delivery call against water right nos. 22-13135, 22-13961, 22-13962, 22-13963, 22-13964, 22-2280E, 22-2296B, 22-2296D, and 22-13681, and their progeny.

Dates and Other Information:

Decreed Date: 2/29/2012

Civil Case Number: 39576

Judicial District: FIFTH

Water District Number: TBD

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 3.5

Mitigation Plan: False

Combined Use Limits:**Rate****Volume****Acres****Water Rights**

31.0

22-13854 ,22-13998

SubCase:

N/A

Water Supply Bank:

N/A

Mansfield, Debra

From: Mansfield, Debra
Sent: Monday, July 28, 2025 1:27 PM
To: IdwrPayable
Subject: REFUND: JAMES P SMITH & JACKIE S SMITH

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: July 28, 2025

RE: Refund: Notice Of Change In Water Right Ownership

JAMES P SMITH & JACKIE S SMITH submitted a SPLIT Change in Water Right Ownership for water right 22-13854. The split was not required.

The Department completed a normal change in ownership for water rights 22-13854 and 22-13998.

Please issue a refund of \$50.00 to:

JAMES P SMITH
JACKIE S SMITH
PO BOX 128
VICTOR ID 83455-0128

RECEIPT #

C121751

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