

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 22 2025

DEPT. 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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-15024	Yes ☐	Yes ☐		Yes ☐	Yes ☐
67-15021	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: John W. BALDERSON SR.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): PAULA M. BALDERSON
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

2452 MILL CREEK RD
Mailing address 208 253 4346 HM
208-741-1426, Cell
Telephone

Council IN 83612
City State Zip
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
N/A ☐ 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: 5-18-23 VIA COURT DECREE (ENCLOSED)
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):
 - ☒ \$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.

SUPPORT DATA

IN FILE # 67-15021

8. Signature: Paula M. Balderson Widow of John W. BALDERSON SR. 12-8-25
Signature of new owner/claimant Title, if applicable PASSED 8-28-20 Date
PAULA M. BALDERSON
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date
Print name

Received by KW Date 12/22/25 For IDWR Office Use Only: C124979
Receipt No. C124488 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 gah Date 3-17-26

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED, is made by PAULA M. BALDERSON, as Personal Representative of the Estate of JOHN W. BALDERSON, deceased, Grantor, to

PAULA M. BALDERSON, as her sole and separate property, Grantee,
whose current address is: 2462 Mill Creek Rd
Council Lot 83612

WHEREAS, Grantor is the qualified personal Representative of said Estate, filed as Probate Number CV02-20-000110 in Adams County, Idaho;

THEREFORE, for valuable consideration received, Grantor conveys to Grantee all interest in the following described real property located in Adams County, Idaho, claim by the estate:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

EXECUTED this 5th day of September, 2023

Instrument # 141618

COUNCIL, ADAMS, IDAHO

9-6-2023 10:59:13 AM No. of Pages: 2

Recorded for : PAULA BALDERSON

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 15.00

ESTATE OF JOHN W. BALDERSON

BY:

Paula M. Balderson
Paula M. Balderson, Personal Representative

STATE OF IDAHO)
: ss
COUNTY OF ADAMS)

On this 5th day of September, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared PAULA M. BALDERSON, known or identified to me the person whose name is subscribed to the foregoing instrument as the Personal Representative of the Estate of JOHN W. BALDERSON, deceased, and acknowledged to me that she executed the same for and on behalf of said estate.



Christy A. Ward
Notary Public

Residing At: Indian Valley, Idaho

Commission Expires: 9-17-2028

EXHIBIT 'A'

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 36: A parcel of land situated within the SW1/4NE1/4, the NW1/4SE1/4, the NE1/4SW1/4 and the SE1/4NW1/4, more particularly described as follows:

Beginning at the Southwest corner of the NE1/4SW1/4 of Section 36, T17NR1WBM;

Thence N 89°42'50" E., a distance of 1011.24 feet along the South line of said NE1/4SW1/4 to the TRUE POINT OF BEGINNING;

Thence N 0°32'41" E., parallel to the East line of said NE1/4SW1/4 and the East line of the SE1/4NW1/4 of said Section 36, a distance of 2602.90 feet to a point on the North line of said SE1/4NW1/4;

Thence N 89°50'24" E., a distance of 293.72 feet along the North line of said SE1/4NW1/4 to the Northeast corner of said SE1/4NW1/4 (northwest corner of the SW1/4NE1/4 of said Section 36);

Thence N 89°54'23" E., a distance of 1044.36 feet along the North line of said SW1/4NE1/4;

Thence S 0°32'41" W., parallel to the West line of said SW1/4NE1/4 and the West line of the NW1/4SE1/4 of said Section 36, a distance of 2607.84 feet to a point on the South line of said NW1/4SE1/4 ;

Thence N 89°47'13" W., a distance of 1044.31 feet along the South line of said NW1/4SE1/4 to the Southwest corner of said NW1/4SE1/4 (southeast corner of said NE1/4SW1/4);

Thence S 89°42'50" W., a distance of 293.73 feet along the South line of said NE1/4SW1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Mill Creek Road along the south side of the above described parcel of land.

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed SEPTEMBER 03, 2020

State File No. 2020-09990

DECEDENT - LEGAL NAME JOHN WAYNE BALDERSON			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 72 YEARS	DATE OF BIRTH FEBRUARY 27, 1948
BIRTHPLACE COUNCIL, IDAHO		PLACE OF RESIDENCE COUNCIL, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (if wife, maiden name) PAULA MAE WOOD	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME GERALD ELMER BALDERSON			BIRTHPLACE NEBRASKA
MOTHER - MAIDEN NAME LUCILLE CARMEN BAKER			BIRTHPLACE IDAHO
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSEE GARY JENSEN	
NAME AND ADDRESS OF FUNERAL FACILITY THOMASON FUNERAL HOME, INC., WEISER, IDAHO			
DATE OF DEATH AUG. 28, 2020	TIME OF DEATH 7:44 P.M.	CITY, TOWN OR LOCATION OF DEATH BOISE, IDAHO	COUNTY OF DEATH ADA
CAUSE OF DEATH (underlying cause last) a. VENTRICULAR FIBRILLATION CARDIAC ARREST			Approximate Interval Between Onset and Death 6 DAYS
DUE TO (or as a consequence of): b. ACUTE MYOCARDIAL INFARCTION			6 DAYS
DUE TO (or as a consequence of): c. COVID-19 INFECTION			6 DAYS
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER DAVID E. SASSO, M.D.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: SEPTEMBER 08, 2020

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

PRNCO (REV) 05/18

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



STATE OF IDAHO } 38
COUNTY OF ADAMS }

I, SHERRY WARD, Clerk of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Adams, do hereby certify that the foregoing is a true and correct copy of the original on file in this office. In witness whereof, I have hereunto set my hand and affixed my official seal this 16 day of December, 2023.

SHERRY WARD, Clerk
By [Signature] Deputy

Filed: 05/19/2023 09:48:43
Third Judicial District, Adams County
Sherry Ward, Clerk of the Court
By: Deputy Clerk - Vanderlinden, Katie

CERTIFIED
COPY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF

JOHN W. BALDERSON.

Case No. CV02-20-000110

**ORDER GRANTING STIPULATION TO
APPROVE DISTRIBUTION AND
COMPROMISE AGREEMENT**

The Stipulation to Approve Distribution and Compromise Agreement having come before this Court, and the Court having considered the same and good cause appearing therefor,

IT IS HEREBY ORDERED that the Distribution and Compromise Agreement, attached hereto as Exhibit A, is hereby approved in its entirety.

DATED 5/18/2023

[Signature]
Judge John Meienhofer

5/18/2023 5:56:38 PM

see page 3
(d.)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 5/19/2023 9:48:49 AM, I caused to be served a true copy of the foregoing **ORDER GRANTING STIPULATION TO APPROVE DISTRIBUTION AND COMPROMISE AGREEMENT** by the method indicated below, and addressed to each of the following:

John M. Howell
Powers Farley, PC
702 W. Idaho St., Suite 700
Boise, ID 83702
*Attorneys for Personal Representative
Paula M. Balderson*

☐ U.S. Mail, Postage Prepaid
☐ Telecopy: (208) 577-5100
☐ i-Court E-file
☒ E-Mail: contact@powersfarley.com

Kelly C. Stevenson
Erika P. Judd
Jones Williams Fuhrman Gourley, P.A.
225 N. 9th St., Suite 820
P.O. Box 1097
Boise, ID 83702
*Attorneys for John W. Balderson Jr. and
Dana Abram*

☐ U.S. Mail, Postage Prepaid
☐ Telecopy: (208) 331-1529
☐ i-Court E-file
☒ E-Mail: kstevenson@idalaw.com
ejudd@idalaw.com

Clerk



DISTRIBUTION AND COMPROMISE AGREEMENT

THIS AGREEMENT ("Agreement") is dated effective upon the date when all Parties hereto have executed this Agreement, by and between PAULA M. BALDERSON, Personal Representative of the Estate of JOHN W. BALDERSON ("Estate"), PAULA M. BALDERSON, individually and as an heir of the Estate, JOHN W. BALDERSON JR., individually and as an heir of the Estate, and DANA ABRAM, individually and as an heir of the Estate (collectively "the Parties"). The Parties enter into this Agreement pursuant to the provisions of Idaho Code § 15-8-101, *et seq.*

RECITALS:

WHEREAS, John W. Balderson Sr. ("John Sr.") died intestate on August 28, 2020;

WHEREAS, John Sr. is survived by his spouse, Paula M. Balderson ("Paula"), and his two adult children, namely John W. Balderson Jr. ("John Jr.") and Dana Abram ("Dana");

WHEREAS, on September 22, 2020, Paula filed an Application for Informal Appointment of Personal Representative in Intestacy pursuant to Idaho Code § 15-3-301 and was appointed as Personal Representative of the Estate;

WHEREAS, on July 23, 2021, Paula filed a Petition for Order Approving Final Settlement and Distribution and Determining Intestate Heirs, a proposed Schedule of Distribution, and the Final Accounting;

WHEREAS, on August 26, 2021, John Jr. and Dana filed an Objection to Petition for Order Approving Final Settlement and Distribution and Determining Intestate Heirs;

WHEREAS, a dispute exists between the Parties as to the identification and valuation of certain items of personal property, the characterization of Estate assets as separate or community, Paula's rights to real property interests and, as a result of the foregoing issues, the distribution of the Estate;

WHEREAS, on September 15, 2022, the Parties participated in a mediation via Zoom with the Honorable Terry Meyers serving as the mediator to settle the administration and distribution of the Estate and any disputes that may exist between or among them;

WHEREAS, the mediation resulted in a settlement and the execution of a Settlement Term Sheet, a true and correct copy of which is attached hereto at **Exhibit A** and incorporated herein by this reference;

WHEREAS, the purpose of this Agreement is to set forth and document the material terms of the Settlement Terms Sheet and to bind all of the Parties having an interest in the Estate, and individually, pursuant to the agreement reached during mediation; and

WHEREAS, upon execution of this Agreement by the parties hereto, the Estate will ensure that this Agreement is filed with the Court in Case No. CV02-20-000110, pursuant to Idaho Code § 15-8-303, and such other filings which are necessary to close the Estate and proceed with final distributions as set forth further herein.

AGREEMENT:

NOW, THEREFORE, upon the foregoing Recitals, which the undersigned agree are true and which are incorporated herein by this reference, and for consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby unconditionally acknowledged, the Parties hereto agree as follows:

1. **Parties.** The Parties to this Agreement are the Personal Representative of the Estate and Paula, John Jr., and Dana, individually and as intestate heirs of the Estate.

2. **Estate Proceedings.** Proceedings involving the Estate are presently pending in Adams County Case No. CV02-20-000110 ("Estate Case").

3. **Statutory Authority.** To the extent that this Agreement shall constitute a compromise and/or to the extent that this Agreement alters the interests, shares, or amounts to which the heirs are entitled from the Estate, this Agreement shall be binding upon all such persons and upon the Personal Representative in accordance with Idaho Code §§ 15-1-403 and 15-8-101, *et seq.* The Parties to this Agreement hereby waive notice of any hearing that may be required by Uniform Probate Code of the State of Idaho for the approval of this Agreement.

4. **Division and Distribution of the Assets of the Estate.** The Parties acknowledge and agree that the division and distribution of the assets of the Estate shall be as set forth in this Section 4. The Parties to this Agreement agree to the following distribution of the assets of the Estate, and other assets described below:

- (a) **Tangible Personal Property to John Jr. and Dana.** The Personal Representative shall distribute to John Jr. and Dana the tangible personal property of the Estate described in the attached **Exhibit B** (the "Personal Property"), and incorporated herein by this reference. The remaining Parties hereto waive any interest in the same. The Personal Property distributed to John Jr. and Dana shall be distributed "as-is" and "where-is" with no guarantees or warranties from the Personal Representative, other than its current location on the Property, as defined below, or as set forth in Exhibit B. John Jr. and Dana agree to retrieve all Personal Property on or before November 1, 2022. John Jr. and Dana shall be allowed to access the Property only to the extent necessary to retrieve the Personal Property and shall do so upon reasonable notice to Paula and upon Paula's agreement to the dates and times identified by John Jr. and Dana.

- (b) Tangible Personal Property to Paula. The Personal Representative shall distribute to Paula, individually, all remaining personal property of the Estate not otherwise distributed to John Jr. and Dana as set forth in subsection (a) of this Section 4.
- (c) Lump Sum Distribution. The Personal Representative shall distribute and/or cause to be paid to John Jr. and Dana the total sum of Forty Thousand Dollars and No/100 (\$40,000.00), payable as follows:
- i. Twenty Thousand Dollars and No/100 (\$20,000.00) within seven (7) days of the Personal Representative's receipt of an estate closing order from the Adams County Magistrate Court; and
 - ii. Twenty Thousand Dollars and No/100 (\$20,000.00) payable on or before June 1, 2023 and evidenced by a promissory note executed by Paula, individually.
- (d) 2452 Mill Creek Road, Council, Idaho. Pursuant to that quitclaim deed recorded on December 21, 2009 as instrument number 119569, Official Records of Adams County, Idaho, John Sr. and Paula held the property commonly known as 2452 Mill Creek Road, Council, Idaho, and more particularly described in the attached **Exhibit C** ("Property"), and incorporated herein by this reference. To the extent the Estate holds any interest in the Property, the Personal Representative shall convey and quitclaim by Personal Representative's deed, and without warranty or representation, all of the Estate's interest, if any, in the Property to Paula as her sole and separate property such that Paula owns 100% of the Property. Pursuant to Idaho Code § 15-2-701(3), at her death, Paula hereby agrees to give twenty percent (20%), calculated at ten percent (10%) each to John Jr. and Dana, of her ownership in the value of the land, water rights (which includes all adjudicated water rights and 10 shares from the East Fork Ditch Co.), and irrigation and riparian improvements to the Property (the "Interest"). All other water rights associated with the Property shall be excluded from the Interest and shall not be taken into consideration when valuing the Interest (this specifically includes the 26 ¼ shares from the East Fork Ditch Co. acquired during Paula's marriage to John Sr. and which are currently in use on the Property). For illustrative purposes only, currently the portion of the Property calculated as part of the Interest includes approximately twenty-five (25) acres of irrigated farm ground, forty (40) acres of dry farm, and fifteen (15) acres of riparian/infrastructure. The Interest shall not include any value or interest in the residence, shop, garage, and other outbuildings or improvements on the Property other than those described in this subsection (d) as specifically part of the Interest. Other than as set forth in this Agreement, the Interest shall not provide John Jr. or Dana any rights to control or

access the Property. If John Jr. or Dana fail to survive Paula, the deceased heir's respective share of the Interest shall be distributed to the deceased heir's descendants, by right of representation.

The foregoing obligation shall be deemed a contract to make a will or devise pursuant to Idaho Code §15-2-701 and Paula agrees to incorporate the foregoing contractually obligated devise as part of her Will or Trust, as applicable. In the event Paula transfers the Property to an LLC or other business entity in which Paula holds a controlling or full ownership interest, her Will or Trust shall convey an equivalent interest in said company pursuant to the preceding contractual obligation and in recognition of the Interest.

The obligation to distribute the Interest may be fulfilled at Paula's death by Will or Trust as described above, at Paula's election, or in the event Paula sells or conveys the Property. If Paula elects to pay the Interest during her life, either at her election or upon sale or conveyance of the Property, she shall provide thirty (30) days' written notice of intent to pay the Interest to John Jr. and Dana.

The value of the Interest herein described shall be determined by an appraisal performed by a certified land appraiser, selected by Paula, or her personal representative after her death, and shall be paid for by Paula or her estate. The scope of the appraiser's assignment shall be as set forth in this Section 4 (d).

- (e) Payment of Taxes and Expenses. After payment of all remaining taxes and administrative expenses of the Estate and distribution of the tangible personal property to John Jr., Dana, and Paula pursuant to subsections (a) and (b) of this Section 4, the balance of the residue of the Estate shall be distributed to Paula, individually, outright.
- (f) Termination of Interest in the Estate. Upon distribution of the foregoing Estate assets in complete satisfaction of each heir's interest in the Estate, the interest of the Parties in the Estate shall be terminated; provided, however, the foregoing does not relieve Paula from the obligations described in subsections (a)-(d). Paula's obligation to perform as agreed upon in paragraph (d) of this Section 4 shall survive the distribution of the Estate.
- (g) Separate Property Classification. The property distributed as set forth above shall be the sole and separate property of the respective heirs/recipients of said property, including all income and gain derived from said property. In the event Paula, John Jr., or Dana fail to survive the distribution of any portion of the foregoing property, his/her share shall pass to the heir's descendants by right of representation.

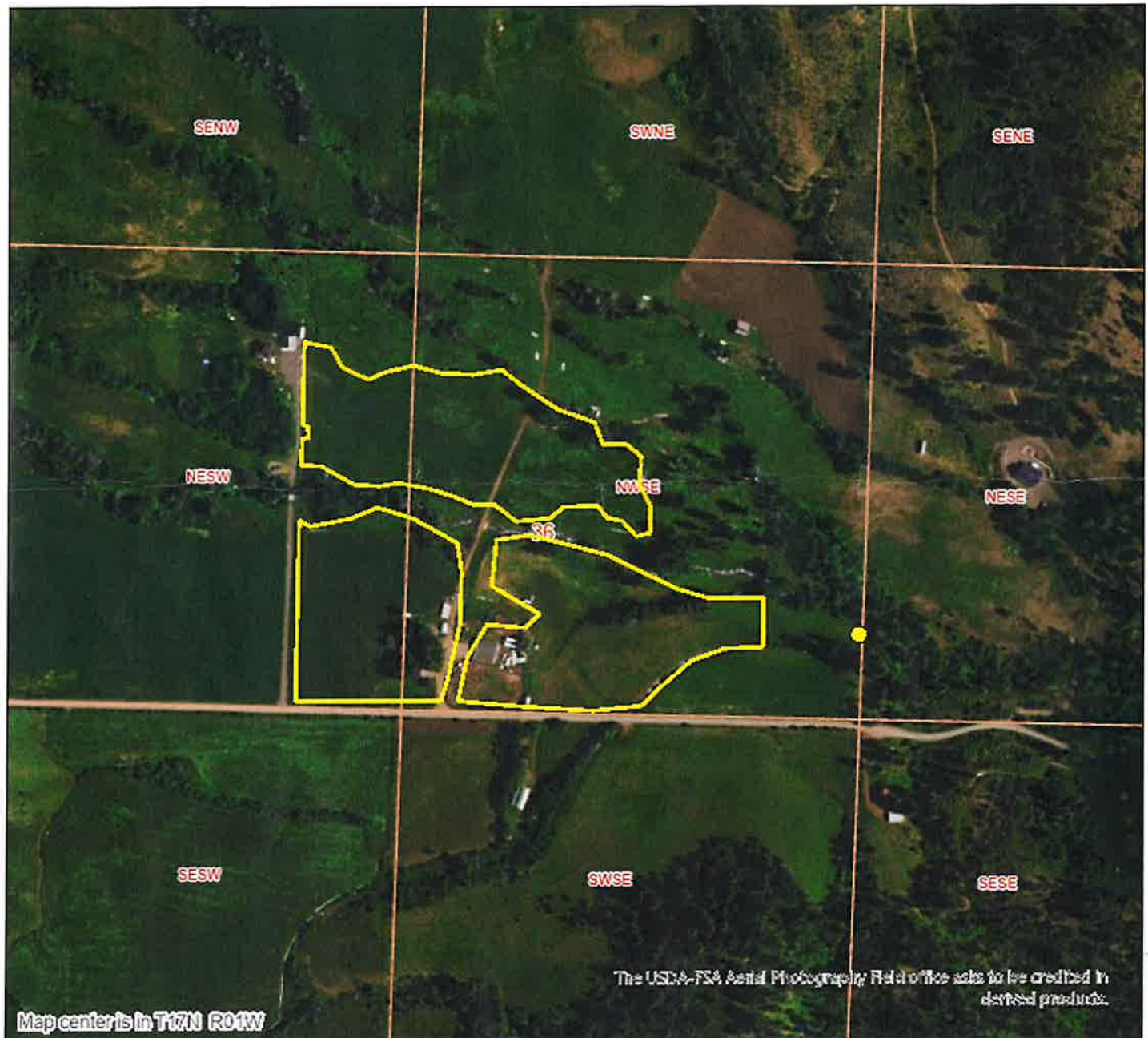
State of Idaho
Department of Water Resources

Water Right

67-15021

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: 11/6/2025



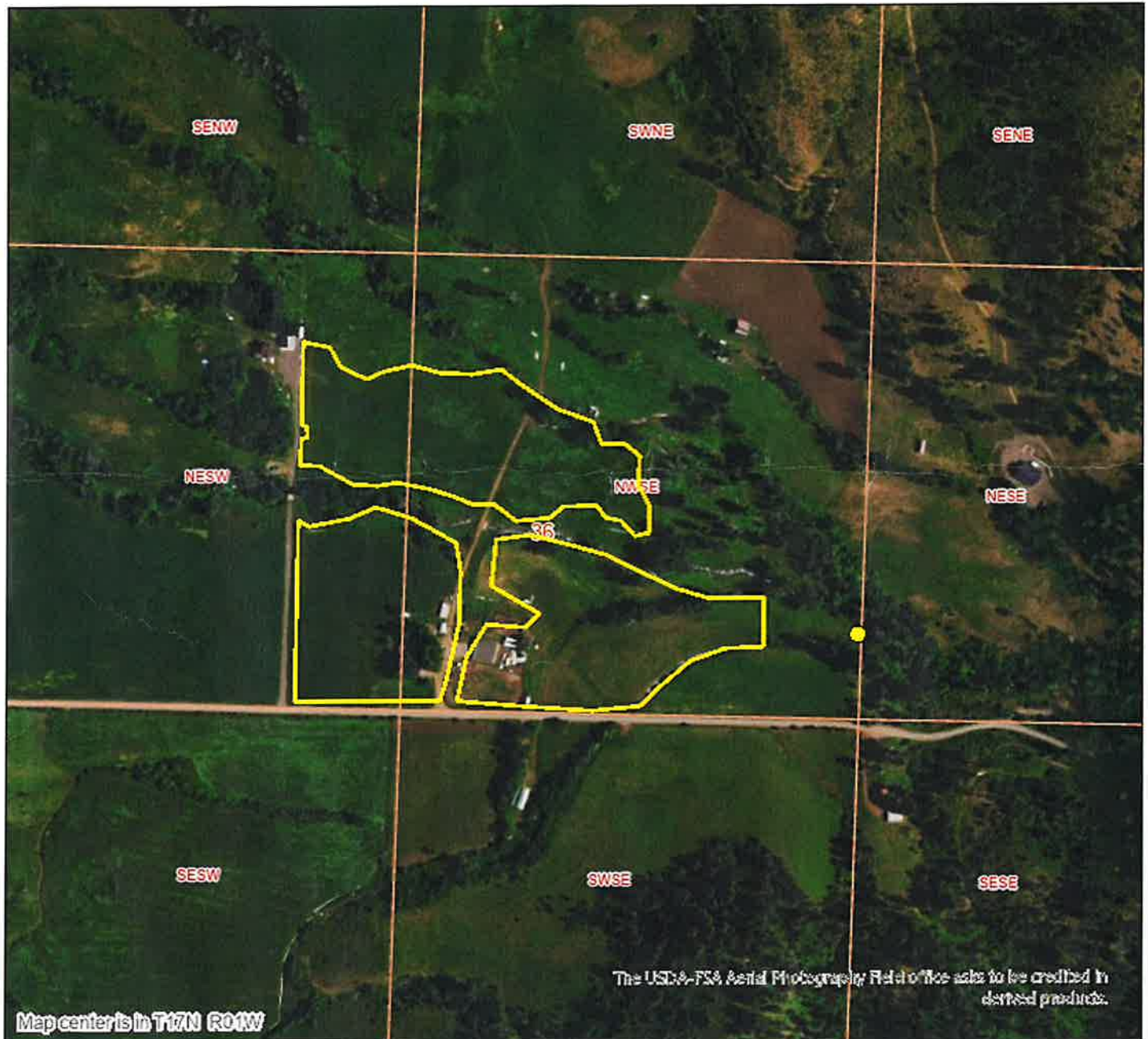
Legend

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



State of Idaho
Department of Water Resources
Water Right
67-15024
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: 11/6/2025



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

March 17, 2026

PAULA M BALDERSON
2452 MILL CREEK RD
COUNCIL ID 83612-5222

Re: Change in Ownership for Water Right No(s): 67-15021 & 67-15024

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 208-287-4942.

Sincerely,


Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Water District 67



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 548, 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

February 04, 2026

PAULA M BALDERSON
2452 MILL CREEK RD
COUNCIL ID 83612-5222

RE: Change in Ownership Water Right No(s): 67-15024, 67-15021

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:

- Filing Fee of \$25 per water right. The request was accompanied by a \$25 filing fee. There are two water rights associated with this request so the Department will need another \$25.
- 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 Order Granting Stipulation to Approve Distribution and Compromise Agreement 4(d) referenced a quitclaim deed recorded on December 21, 2009. Because that quitclaim deed conveyed the property to John Sr and Paula, a copy of John Sr death certificate will be needed. That same paragraph also mentioned an Exhibit C. The Department will need all these documents to process your request.

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. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the additional filing fee for your notice will be **\$25**.

Because the Department cannot process the Notice without proper documentation & filing 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.

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2