

WA now
RECEIVED

FEB 13 2007

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
	AT 78-258A				
	AT 78-1005B				
	AT 78-257C				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former
Owner/Claimant(s)

NANCY OR DANIEL SCHLACHER
5429 HWY 95

4. New Owner/Claimant(s)

New Meadows Id 83654

Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address

FRANKLIN OR MARCELLA MATHER
5429 HWY 95

City, State and ZIP Code

New Meadows Id 83654

New Telephone Number

208) 628-4011

5. Date you acquired the property _____

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) _____
 _____ (title if applicable)
 _____ (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____	Date _____	Receipt Amt. _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

TIMBERLINE TITLE & ESCROW, INC.
204 Illinois Avenue, P.O. Box 6
Council, Idaho 83612
208-253-6886 Fax No. 208-253-6887

ESCROW CLOSING INSTRUCTIONS- #06-452

BORROWER: FRANKLIN J. MATHER AND MARCELLA MATHER, husband and wife

DATE: NOVEMBER 8, 2006

We hand you a Note and Deed of Trust in the amount of \$173,565.00 executed by FRANKLIN J. MATHER and MARCELLA MATHER, husband and wife, the undersigned, in favor of NATIONAL CITY BANK, securing the following described property situated in Adams County, Idaho:

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 22: A parcel of land in said section more particularly described as follows:

Starting at a point where the West side of U.S. 95 right-of-way intersects the South boundary of NE1/4SW1/4, Section 22, T22NR1E;

Thence 400 feet, more or less, in a Northwesterly direction along U.S. Highway 95 right-of-way;

Thence at a 90° angle from highway right-of-way and in a Southwesterly direction 520 feet more or less to the South boundary of NE1/4SW1/4, Section 22, T22NR1E;

Thence 650 feet East more or less to a point of intersection of the West side of U.S. Highway 95 right-of-way and South boundary of NE1/4SW1/4 Section 22, T22NR1E.

which we authorize you to use in connection with the above numbered escrow when you can comply with these and the attached instructions of the lender.

NOTE: A title insurance policy is being written for your mortgage lender, but that policy does not provide title insurance coverage to you. If you are uncertain whether you should obtain an owner's policy of title insurance, we urge that you seek independent advice.

We instruct you to disburse deposited funds pursuant to the Escrow Closing Statement examined and approved by us. Proceeds of this escrow may be disbursed by your checks payable to the respective parties as shown on the Escrow Closing Statement. Your checks and documents may be mailed to the addresses furnished to you.

When all documents have been signed and you have received all necessary funds, we authorize and instruct you to record the necessary documents, and disburse funds collected according to these instructions and the Escrow Closing Statement. Should this transaction close later than the specified closing date, you are to adjust the payoff amounts to the existing demands as shown on the Escrow Closing Statement to reflect any additional per diem or other amounts shown on the demand statements and make corresponding adjustments from our proceeds.

Execution of any document will be considered full approval of it. We instruct you to fill in, before closing, any incomplete instrument according to these instructions.

In the event conflicting demands are made or notices served upon you with respect to the closing, we agree that you will have the absolute right, at your election, to do either or both of the following: 1) withhold and stop all further performance of the closing; and/or 2) file a suit in interpleader to obtain an order from a court of competent jurisdiction requiring the parties to interplead and litigate our several claims and rights among ourselves. In this event we agree to pay all costs, expenses, and reasonable attorneys' fees expended or incurred by you.

You will be responsible only for the exercise of ordinary care in the proper delivery of the subject matter of this escrow and are released from any further liability in the premises. We agree to pay on demand, and to indemnify and hold you harmless from and against all costs, damages, judgments, attorneys' fees, expenses, and liabilities of every kind or nature, suffered or incurred or arising out of this escrow except any liability founded upon your failure to exercise ordinary care in the proper delivery of the subject matter of this escrow.

We have been specifically informed that you are not licensed to practice law and no legal advice has been offered by the company or any of its employees. We have been further informed that the company is acting only as escrow closer and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments used, and that neither it nor its employees have done so. We have not been discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our own choosing, if we have doubts concerning any aspect of this transaction.

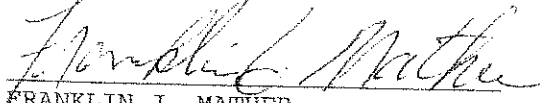
We declare that all instruments to which we are a party, if prepared by the escrow company or any of its employees, have been prepared under the direction of our attorney or ourselves, and particularly declare that copying legal descriptions from title reports onto deed forms or reforming of legal descriptions or agreements are, or will be solely at our direction and request.

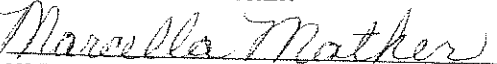
You are to furnish to any lender identified with this transaction or anyone acting for such lender or any other party to this escrow, any information and copies of documents concerning this escrow, should they so request.

Timberline Title has used reasonable commercial efforts to determine that the depository bank and other commercial vendors selected by Timberline Title are capable to processing transactions without errors due to date field related computer processing errors, including without limitation, 'Year 2000' errors. However, Timberline Title expressly disclaims any liability resulting from date field related computer processing errors, including without limitation, 'Year 2000' errors, of third parties upon whom Timberline Title depends in processing titles and settlement closings and over which Timberline Title has no control.

We have been afforded adequate opportunity to read and understand, and have read and fully understand these instructions and all other documents that are a part of this escrow and agree to the same.

ACCEPTED AND APPROVED:


FRANKLIN J. MATHER


MARCELLA MATHER

Address: 5429 HWY 95
New Meadows, ID 83654

Tel: (208) 628-4011

Date: _____

TIMBERLINE TITLE & ESCROW, INC.
204 Illinois Avenue, P.O. Box 6
Council, Idaho 83612
208-253-6886 Fax No. 208-253-6887

ESCROW CLOSING INSTRUCTIONS- #06-452

BORROWER: FRANKLIN J. MATHER AND MARCELLA MATHER, husband and wife

DATE: NOVEMBER 8, 2006

We hand you a Note and Deed of Trust in the amount of \$173,565.00 executed by FRANKLIN J. MATHER and MARCELLA MATHER, husband and wife, the undersigned, in favor of NATIONAL CITY BANK, securing the following described property situated in Adams County, Idaho:

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 22: A parcel of land in said section more particularly described as follows:

Starting at a point where the West side of U.S. 95 right-of-way intersects the South boundary of NE1/4SW1/4, Section 22, T22NR1E;

Thence 400 feet, more or less, in a Northwesterly direction along U.S. Highway 95 right-of-way;

Thence at a 90° angle from highway right-of-way and in a Southwesterly direction 520 feet more or less to the South boundary of NE1/4SW1/4, Section 22, T22NR1E;

Thence 650 feet East more or less to a point of intersection of the West side of U.S. Highway 95 right-of-way and South boundary of NE1/4SW1/4 Section 22, T22NR1E.

which we authorize you to use in connection with the above numbered escrow when you can comply with these and the attached instructions of the lender.

NOTE: A title insurance policy is being written for your mortgage lender, but that policy does not provide title insurance coverage to you. If you are uncertain whether you should obtain an owner's policy of title insurance, we urge that you seek independent advice.

We instruct you to disburse deposited funds pursuant to the Escrow Closing Statement examined and approved by us. Proceeds of this escrow may be disbursed by your checks payable to the respective parties as shown on the Escrow Closing Statement. Your checks and documents may be mailed to the addresses furnished to you.

When all documents have been signed and you have received all necessary funds, we authorize and instruct you to record the necessary documents, and disburse funds collected according to these instructions and the Escrow Closing Statement. Should this transaction close later than the specified closing date, you are to adjust the payoff amounts to the existing demands as shown on the Escrow Closing Statement to reflect any additional per diem or other amounts shown on the demand statements and make corresponding adjustments from our proceeds.

Execution of any document will be considered full approval of it. We instruct you to fill in, before closing, any incomplete instrument according to these instructions.

In the event conflicting demands are made or notices served upon you with respect to the closing, we agree that you will have the absolute right, at your election, to do either or both of the following: 1) withhold and stop all further performance of the closing; and/or 2) file a suit in interpleader to obtain an order from a court of competent jurisdiction requiring the parties to interplead and litigate our several claims and rights among ourselves. In this event we agree to pay all costs, expenses, and reasonable attorneys' fees expended or incurred by you.

You will be responsible only for the exercise of ordinary care in the proper delivery of the subject matter of this escrow and are released from any further liability in the premises. We agree to pay on demand, and to indemnify and hold you harmless from and against all costs, damages, judgments, attorneys' fees, expenses, and liabilities of every kind or nature, suffered or incurred or arising out of this escrow except any liability founded upon your failure to exercise ordinary care in the proper delivery of the subject matter of this escrow.

We have been specifically informed that you are not licensed to practice law and no legal advice has been offered by the company or any of its employees. We have been further informed that the company is acting only as escrow closer and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments used, and that neither it nor its employees have done so. We have not been discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our own choosing, if we have doubts concerning any aspect of this transaction.

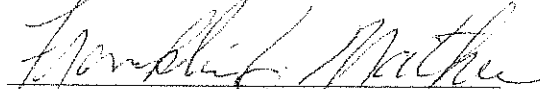
We declare that all instruments to which we are a party, if prepared by the escrow company or any of its employees, have been prepared under the direction of our attorney or ourselves, and particularly declare that copying legal descriptions from title reports onto deed forms or reforming of legal descriptions or agreements are, or will be solely at our direction and request.

You are to furnish to any lender identified with this transaction or anyone acting for such lender or any other party to this escrow, any information and copies of documents concerning this escrow, should they so request.

Timberline Title has used reasonable commercial efforts to determine that the depository bank and other commercial vendors selected by Timberline Title are capable to processing transactions without errors due to date field related computer processing errors, including without limitation, 'Year 2000' errors. However, Timberline Title expressly disclaims any liability resulting from date field related computer processing errors, including without limitation, 'Year 2000' errors, of third parties upon whom Timberline Title depends in processing titles and settlement closings and over which Timberline Title has no control.

We have been afforded adequate opportunity to read and understand, and have read and fully understand these instructions and all other documents that are a part of this escrow and agree to the same.

ACCEPTED AND APPROVED:


FRANKLIN J. MATHER


MARCELLA MATHER

Address: 5429 HWY 95
New Meadows, ID 83654

Tel: (208) 628-4011

Date: _____

5. Date you acquired the property

11/1/58 04

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Kimberly L. McElroy
Marcelle L. Pithon

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____