

COPY

1997 AUG -6 PM 1: 55

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	
_____	)	SUB CASE NO. 72-10121

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

FROM: Claimant/Seller(s):

Name and Address of Claimant/Seller(s):

Garth T Chivers
Glennis M Chivers
HC 63 Box 1771
Challis ID 83226
Phone: 879-4407

TO: Claimant/Purchaser(s):

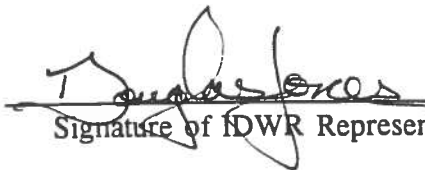
Name and Address of Claimant/Purchaser(s):

Richard L Bowman
Beverly L Bowman
PO Box 1071
Challis ID 83226
Phone: 879-4369

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 7/11/97

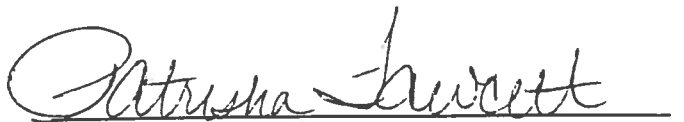


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 8-6, 1997, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to: ✓
Claimant/Seller for Substitution of Party or attorney of record:
Garth R Chivers
Glennis M Chivers
HC 63 Box 1771
Challis ID 83226
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Richard L Bowman
Beverly L Bowman
PO Box 1071
Challis ID 83226
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 72-10121

NAME & ADDRESS: RICHARD L BOWMAN
BEVERLY L BOWMAN
PO BOX 1071
CHALLIS ID 83226

SOURCE: GROUNDWATER

QUANTITY: 0.07 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/01/1968

POINT OF DIVERSION: T14N R19E S27 NESENE Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.03 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within CUSTER County
T14N R19E S27 SENE

DOMESTIC Within CUSTER County
T14N R19E S27 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP14N19E270003T
STOCKWATER, 100 HEAD CATTLE



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

August 6, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RICHARD L BOWMAN
BEVERLY L BOWMAN
PO BOX 1071
CHALLIS ID 83226

RE: SRBA Claim(s) 72-10121

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Garth and Glennis Chivers

Water Right Number - 72-10121

Total Acres:

"DO NOT FILM"

"DO NOT FILM"

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 20 1997

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page. Department of Water Resources
Southern Region
Incomplete forms will be returned.

1. Water Right Number(s) 72-10121
Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Michael Cowart
GARTH T. CHIVERS → 2851 Wagon Wheel Road
GLENIS M. CHIVERS Oxnard, CA 93030
4. New Owner/Claimant(s) RICHARD L. or Beverly L. Bowman
Name connector (Check one): [] AND, [] OR, [] AND/OR
New Mailing Address P.O. Box 1071
City, State and ZIP Code Challis Idaho 83226
New Telephone Number (208) 879-4369
5. Date you acquired the property June 10, 1994

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 15 Number and type of stock 4 horses ; 9 cows

Diversion rate in CFS 0.07 Number of homes one Other uses 1
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Richard L. Bowman Date 6/19/97
Beverly L. Bowman Date 6/19/97

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Order No.

Escrow No.

Loan No.

Recorded at the request of
Donald D. Gardner, Esq.
WHEN RECORDED MAIL TO:

Michael F. Cowart
2851 Wagon Wheel Road
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Michael F. Cowart
2851 Wagon Wheel Road
Oxnard, CA 93030

DOCUMENTARY TRANSFER TAX \$ -0- ***

..... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

 Attorney
Signature of Declarant or Agent determining tax - Full Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LETHA J. COWART

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

MICHAEL F. COWART

the real property in the City of Challis
County of Custer

State of IDAHO ~~State of California~~ described as

A parcel of land located in E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 27, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26,
Township 14, North, Range 19 East, Boise Meridian, Custer County, Idaho,
described as follows:

Commencing at the Northeast corner of said Section 27, run thence South
03°41'15" East, a distance of 745.88 feet; thence South 01°22'16" West a
distance of 894.01 feet to the Point of Beginning; thence continuing South
01°22'16" West, a distance of 443.42 feet to a point on the Northerly right-
of-way of an existing county road; thence South 77°11'47" West along said
right-of-way, a distance of 485.31 feet; thence North 04°05'20" West, a
distance of 434.94 feet; thence North 77°11'47" East, a distance of 527.95
feet to the Point of Beginning.

RECEIVED

JUN 20 1997

WARRANTY DEED

0197636

Department of Water Resources
Southern Region

For Value Received

GLENIS MAE CHIVERS, a married woman dealing with her sole and separate property, and GARTH T. CHIVERS and GLENIS CHIVERS, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

MICHAEL F. COWART and LETHA J. COWART, husband and wife,

the grantee, whose current address is P.O. Box 615, Challis, Idaho 83226

the following described premises, in Custer County, Idaho, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark L. Aronson* SECRETARY

CW 643041

Countersigned by: *Patsy Lynde*

Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection laws filed in the records of the clerk of the United States district court for the district in

Schedule A

to the Company pursuant to any agreement between the insured and the Company, unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third

enforcement of the payment unless the policy has been in which case proof of loss or destruction shall be a satisfaction of the Company

SCHEDULE A

File No. 8493

Policy No. 643047

Amount of Insurance \$ 37,000.00

Premium \$ 183.60

Date of Policy June 10, 1994 5:00 a.m.
p.m.

1. Name of Insured:

EAST IDAHO FEDERAL CREDIT UNION.

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee simple

3. Title to the estate or interest in the land is vested in:

RICHARD L. BOWMAN, AND BEVERLY L. BOWMAN, husband and wife.

4. The insured mortgage and assignments thereof, if any, are described as follows:

Deed of Trust dated June 10, 1994, executed by Richard L. Bowman and Beverly L. Bowman, husband and wife, to Custer County Title Company, Trustee for East Idaho Federal Credit Union, Beneficiary, securing the payment of \$37,000.00 and interest, recorded June 10, 1994, as instrument No. 206585, records of Custer County, Idaho.

5. The land referred to in this policy is described as follows:

See Attached.

SCHEDULE B

File No. 8439

Policy No. 643047

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

PART 1

1. General taxes for the year 1994, which are a lien, payable on or before December 20 of said year.
2. Power Line Easement by and between Lynn W. Wilson, a Widower, and Salmon River Electric, an Idaho Corporation, recorded August 8, 1980, as instrument No. 155086, records of Custer County, Idaho.
3. A 50 Foot Easement for ingress and egress, vehicular and utility purposes along the easterly side of the described property, contained in the Deed dated October 9, 1990, recorded October 17, 1990, as instrument No. 197636, records of Custer County, Idaho.

SCHEDULE B

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

ENDORSEMENT

Attached to Policy No. 643047

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: None

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

BY

Patsy Kind
ASSISTANT SECRETARY

INDORSEMENT

Attached to Policy No. 643047

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures against loss which said Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:

(a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;

(b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;

(c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.

2. (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;

(b) Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.

3. Damage to existing improvements, including lawns, shrubbery or trees

(a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which that same was granted or reserved;

(b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

ENDORSEMENT

Attached to Policy No. 643047

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the Insured that at the date of this policy there is located on said land A single family residence located

at Wilson Lane and Piva Lane, Challis, ID.

known as Bowman residence.

and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

BY

Patsy Kunk
ASSISTANT SECRETARY

DESCRIPTION:

A parcel of land located in E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 27, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 27, run thence South 03°41'15" East, a distance of 745.88 feet; thence South 01°22'16" West a distance of 894.01 feet to the Point of Beginning; thence continuing South 01°22'16" West, a distance of 443.42 feet to a point on the Northerly right-of-way of an existing county road; Thence South 77°11'47" West along said right-of-way, a distance of 485.31 feet; thence North 04°05'20" West, a distance of 434.94 feet; thence North 77°11'47" East, a distance of 527.95 feet to the Point of Beginning.

Kenneth
25-447
FOR COUNTY ROAD
SEE RECORD OF SURVEY
7 H. 1737.80
10-9-84

FOR COUNTY CL.
SEE RECORDS OF
COUNTY #17240
V4 1/5
33-675

6/1

[A]

2000

Lynn Wilson
T-871
B-501
C-301

T-182 - Calvin Hefner
172 AC

Mike Gini to Lynn Wilson
Dzed 27-506 210. NC.
J
1

430-22E-2444
Golden
Allen Ellis
33-1
511