

RECEIVED

FEB 26 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR/NORTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-13270	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DAVID R AND MARILYN L ROUSHER

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JERRY L GROSS

New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

PO BOX 1357

COEUR D'ALENE

ID

83816

Mailing address

City

State

ZIP

208-661-4137

cdajerry@hotmail.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: 2/22/13
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: Jerry L Gross Title, if applicable: _____ Date: 2-26-18
- Signature: _____ Title, if applicable: _____ Date: _____
- Signature of new owner/claimant Title, if applicable Date
- Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A

Approved by JA Processed by JA Date 2-26-2018



PioneerTitleCo.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 142639

CLIFFORD T. HAYES 2 P 2398193000
KOOTENAI COUNTY RECORDER
SEH 2/25/2013 4:06 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY

RECORDING FEE: \$13.00
Electronically Recorded

DD

WARRANTY DEED

For Value Received

David R. Rousher and Marilyn L. Rousher, Trustees or their Successors in Trust, under the David and Marilyn Rousher Trust, (UDT), dated the 13th day of April, 2005

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Jerry L. Gross, a married man as his sole and separate property

hereinafter referred to as Grantee, whose current address is

P.O. Box 1357, Coeur d'Alene ID 83816

the following described premises, 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(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 22, 2013

The David and Marilyn Rousher Trust, (UDT), dated the 13th day of April, 2005

By: [Signature]
David R. Rousher, Trustee

By: [Signature]
Marilyn L. Rousher, Trustee

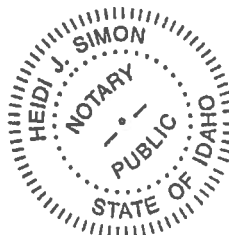
STATE OF IDAHO

SS.

COUNTY OF KOOTENAI

On this 22 day of February in the year of 2013, before me, the undersigned, a Notary Public, personally appeared David R. Rousher and Marilyn L. Rousher as Trustee(s) of The David and Marilyn Rousher Trust, (UDT), dated the 13th day of April, 2005, to me know to be the individual(s) described in and who executed the within and foregoing instrument as said trustee(s), and acknowledged that he/she/they signed the same as trustee(s) of said trust and as his/her/their free and voluntary act and deed for said trust, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of February, 2013



[Signature]
Heidi J. Simon
Notary Public of Idaho
Residing at Hayden, Id
Commission expires: June 24, 2016



PioneerTitleCo.

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100 Wallace Avenue/ Coeur d Alene, Idaho

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By: [Signature]
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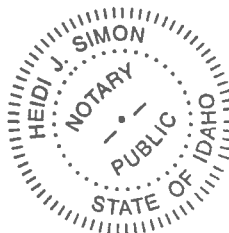
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EXHIBIT A

A portion of the South Half of the Southwest Quarter of Section 9, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the South Quarter corner of said Section 9; thence

North 00 degrees 06'32" East, 958.00 feet along the East line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence

North 89 degrees 53'28" West, 663.83 feet; thence

North 00 degrees 06'32" East, 362.15 feet; thence ✓

South 89 degrees 43'07" East, 663.84 feet to a point on said East line; thence ✓

Along said East line South 00 degrees 06'32" West, 360.14 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion along the East boundary lying within the public right of way for County Road No. 365.

ALSO EXCEPT a portion of the Southeast Quarter of the Southwest of Section 9, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and further described as follows:

COMMENCING at the South One Quarter corner of said Section 9; thence

North 00 degrees 06'32" East, along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 957.99 feet to a point; thence

North 89 degrees 53'28" West, a distance of 30.00 feet to an iron pin on the Westerly right of way of "Fernan Hill Road" and the TRUE POINT OF BEGINNING for this description; thence

North 89 degrees 53'28" West, a distance of 259.17 feet to an iron pin on an existing fence; thence ✓

Along said fence line the following courses, North 53 degrees 59'19" East, a distance of 57.39 feet to a point; thence

North 58 degrees 28'30" East, a distance of 43.87 feet to a point; thence

North 61 degrees 52'07" East, a distance of 43.58 feet to a point; thence

North 75 degrees 33'55" East, a distance of 20.66 feet to a point; thence

North 83 degrees 23'17" East, a distance of 40.18 feet to a point; thence

North 85 degrees 38'44" East, a distance of 43.27 feet to a point; thence

North 87 degrees 08'40" East, a distance of 34.07 feet to an iron pin on said Westerly right of way of "Fernan Hill Road"; thence

South 00 degrees 06'32" West along said right of way a distance of 92.48 to the POINT OF BEGINNING.