

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
FEB 11 2022

FEB 07 2022

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?
74-15524	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Daniel Lohmiller & Darcy Lohmiller
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Scotty P. Weston and Karen S. Weston
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

214 Lillian St

Mailing address

Salmon

City

ID

State

83467

Zip

(530) 624-4240

Telephone

kh.cares@yahoo.com

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: 04-21-2021

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.

8. Signature: Karen S. Weston Owner 02-01-2022
Signature of new owner/claimant Title, if applicable Date
Karen S. Weston
Print name

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

For IDWR Office Use Only:

Received by JB Date 2/7/2022 Receipt No. E047774 Receipt Amt. \$25. -

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 Jack Date 2-10-22



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 544353

FOR VALUE RECEIVED

Daniel K. Lohmiller and Darcy E. Lohmiller, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Scotty P. Weston and Karen S. Weston, husband and wife

whose current address is

214 Lillian St.
Salmon, ID 83467

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER, SECTION 30, T. 21 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30, FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 28, BEARS N. 89° 57' 42" E. 13020.29 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 83° 56' 48" E. A DISTANCE OF 4094.65 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BARRACKS LANE; THENCE N. 53° 56' 59" W. A DISTANCE OF 766.06 FT. TO THE POINT OF BEGINNING;

CONTINUE THENCE N. 53° 56' 59" W. A DISTANCE OF 283.52 FT.;

THENCE N. 09° 36' 10" E. A DISTANCE OF 28.42 FT.;

THENCE S. 83° 56' 35" E. A DISTANCE OF 13.50 FT. TO A POINT IN THE CENTER OF AN EXISTING LANE;

THENCE ALONG SAID LANE THE FOLLOWING COURSES:

N. 08° 25' 41" E. 255.04 FT.; N. 03° 08' 24" W., 39.90 FT.;

N. 27° 44' 51" W., 91.92 FT.;

THENCE LEAVING SAID LANE N. 42° 46' 33" E. A DISTANCE OF 135.73 FT. TO A POINT IN THE CENTER OF LEMHI RIVER;

THENCE ALONG SAID CENTER OF THE LEMHI RIVER THE FOLLOWING COURSES:

S. 85° 43' 29" E. 128.22 FT.; S. 81° 01' 04" E. 119.39 FT.;

S. 55° 51' 20" E. 66.51 FT.; S. 45° 04' 35" E. 140.81 FT.;

S. 18° 34' 51" E. 138.25 FT.; S. 22° 52' 06" W. 118.24 FT.;

THENCE LEAVING SAID RIVER S. 46° 08' 06" W. A DISTANCE OF 377.48 FT. TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-16-21

Daniel K. Lohmiller

Daniel K. Lohmiller

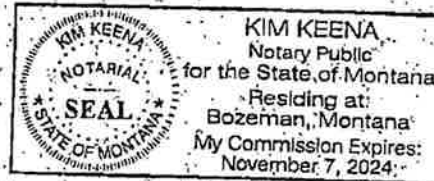
Darcy F. Lohmiller

Darcy F. Lohmiller

State of MT ss
County of Gallatin

On this 16 day of April, 2021, before me, Kim Keena, a Notary Public in and for said state, personally appeared Daniel K. Lohmiller and Darcy F. Lohmiller, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kim Keena
Notary Public for the State of MT
Residing at: Bozeman, MT
Commission Expires: 11/07/2024



#2A



READ & APPROVED

SPW KSW

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Daniel K. Lohmiller and Darcy F. Lohmiller, husband and wife

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And that (s)he will warrant and defend the same from all lawful claims whatsoever.

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at Parcel B Cherry Drive in the city of Salmon, County of Lemhi, state of Idaho, the legal description of which is: "see attached" upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be One Hundred and Forty Thousand Dollars (\$140,000) to be paid in accordance with subparagraph "A" below:

- A. Cash. The purchase price shall be paid in its entirety in cash at the time of closing the sale.
- B. Cash Subject to New Mortgage. N/A
- C. Cash Subject to Existing Mortgage. N/A
- D. Cash With Assumption of Existing Mortgage. N/A
- E. Sale by Land Contract. N/A

2. Earnest Money Deposit.

Seller and Purchaser have agreed to not have an earnest money deposit.

3. Real Estate Taxes, Assessments, and Adjustments.

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property.

Seller shall provide Purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of the title to the property brought down to date or a commitment to issue an owner's policy of the title insurance (preliminary title commitment) in an amount equal to the purchase price, said abstract or preliminary title commitment to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. Upon receipt of the abstract or commitment for title insurance, Purchaser shall have Five (5) business days to object to the condition of the title or the

condition of title shall be deemed approved by Purchaser. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of the liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of Property

Purchaser shall be given possession of the property upon closing. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser \$ N/A per day as damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.

6. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

7. Improvements and Fixtures Included.

This offer to purchase includes all improvements, fixtures presently on the real estate including but not limited to plumbing equipment.

8. General Conditions.

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho.

9. Special Conditions

Closing of the sale is contingent upon the ability of Purchaser to connect to the existing engineered leach system by installing our own tanks and pump system, Quitclaim Deed #267719. This contingency shall be deemed released if not objected to at least twenty (20) days after the acceptance of this offer. All water rights associated with parcel B Cherry Drive will be conveyed to the Purchaser at the time of closing. Purchaser shall be responsible for the filing of

the State of Idaho Department of Water Resources Notice of Change in Water Right Ownership form.

10. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before 12:00 a.m. of the Sixth day of March, 2021.

Closing of the sale shall take place on or before March 31st, 2021 unless agreed upon by both Purchaser and Seller and after Purchaser's receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller.

This offer is made at Lemhi County, State of Idaho, this Twenty-Fifth day of February, 2021.

Anthony R. Reth (PURCHASER) Karen Weston (PURCHASER)

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this 27th day of February, 20 21.

Dan K. Hill (SELLER) Dan J. Hill (SELLER)

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PARCEL II

TOGETHER WITH OR SUBJECT TO: THAT PART OF THE FOLLOWING DESCRIBED 27.00 FT. WIDE EASEMENT FOR INGRESS AND EGRESS, 13.50 FT. EACH SIDE OF THE FOLLOWING DESCRIBED LINE, APPURTENANT TO THE ABOVE DESCRIBED PARCEL:

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THENCE N. 36° 51' 49" E. ALONG SAID RIGHT OF WAY A DISTANCE OF 13.50 FT. TO THE CENTERLINE OF THIS EASEMENT SAID POINT BEING THE POINT OF BEGINNING;

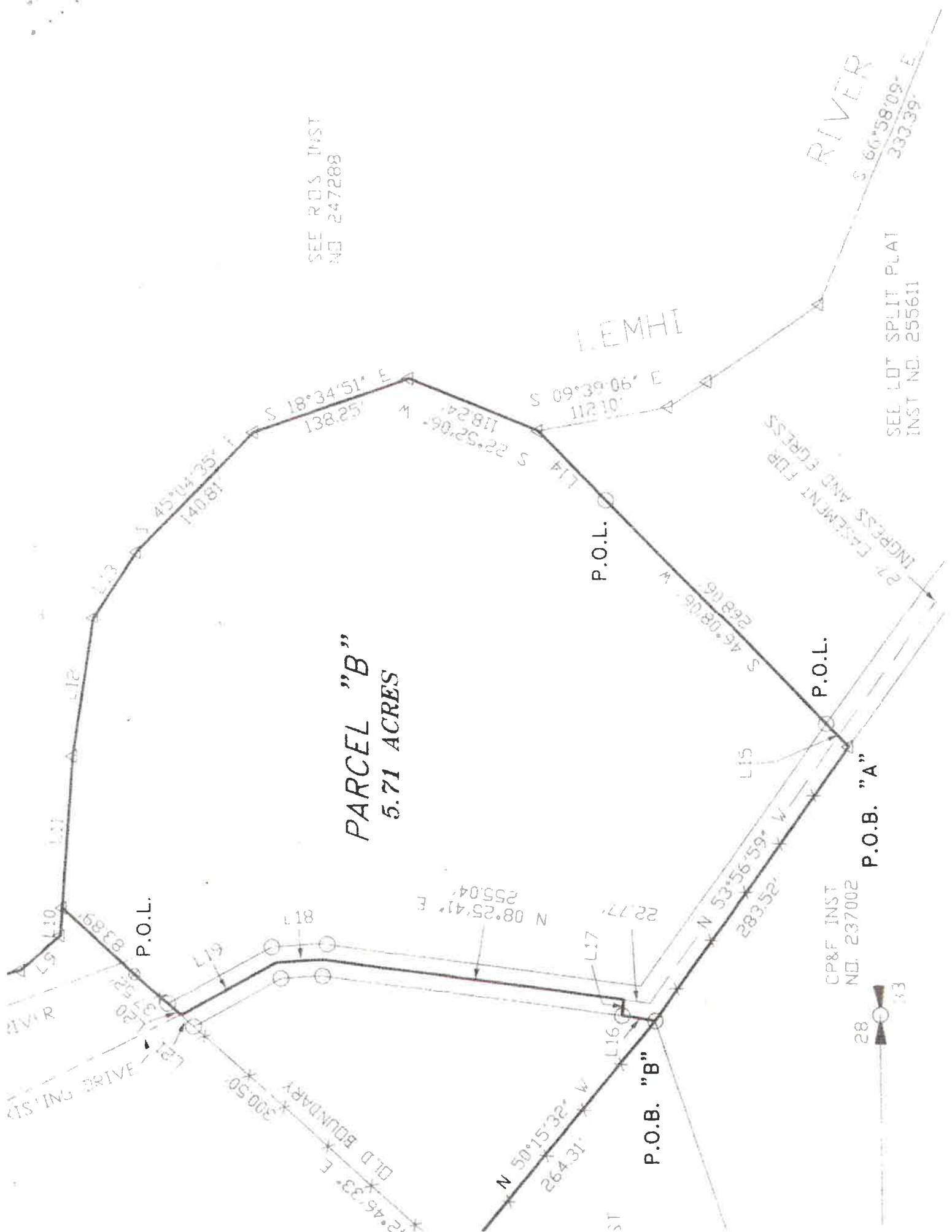
THENCE N. 53° 56' 59" W. A DISTANCE OF 1040.18 FT.;

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THENCE N. 03° 08' 24" W. A DISTANCE OF 39.90 FT.;

THENCE N. 27° 44' 51" W. A DISTANCE OF 91.92 FT. TO THE POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT BEING PROLONGED OR SHORTENED TO CONFORM WITH THE GRANTOR'S AND GRANTEE'S PROPERTY LINES.



SEE R.O.S. INST
NO. 247288

SEE L.D.T. SPLIT PLAT
INST NO. 255611

CP&F INST
NO. 237002





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 Gary Spackman

February 16, 2022

SCOTTY P WESTON
KAREN S WESTON
214 LILLIAN ST
SALMON ID 83467-4235

Re: Change in Ownership for Water Right No(s): 74-15524

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 No. 74

Hersley, Jean

From: karen hubbard <kh.cares@yahoo.com>
Sent: Wednesday, February 16, 2022 1:32 PM
To: Hersley, Jean
Subject: Re: Change in Ownership Water Right No(s): 74-15524
Attachments: Warranty Deed.pdf

Thank you and please let me know if you need anything further. Attached is the recorded and signed deed.

Sent from Yahoo Mail. [Get the app](#)

On Tuesday, February 15, 2022, 01:41:08 PM MST, Hersley, Jean <jean.hersley@idwr.idaho.gov> wrote:

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:

 √ The warranty deed you provided did not include the signature page. Also, the Department will need a copy of the warranty deed that was recorded with the county.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within **30 days**, we will return your notice and all attachments, and your notice will not be processed. You can provide this information by responding to this email if preferred.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign 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.

Jean Hersley

Technical Records Specialist II

Idaho Dept Water Resources

(208) 287-4942