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DEC 09 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN REGIONWATER RESOURCES
WESTERN REGION

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 #6 of the instructions.

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 57-11697 | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| Residential (101) | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Wayn Morris and Mary Johnson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Rollin and Pamela Springer
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2050 Springfield Dr #324 Chico CA 95928
Mailing address City State ZIP
530-518-8476 faithb2u@sbcglobal.net
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: 12/03/2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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: Rollin Springer Title, if applicable 12-4-19
Signature of new owner/claimant Date

Signature: Pamela Springer Title, if applicable 12/4/19
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by KT Date 12/09/19 Receipt No. W0479176 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 LE Processed by LE Date 01/29/2020



Pioneer Title Co.
GOING BEYOND

5680 E. Franklin Rd., Ste. 150
Nampa, ID 83687

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 702973 CH/TG

Instrument # 302012

MURPHY, OWYHEE, IDAHO
2019-12-03 08:03:48 No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Wayne Morris and Mary Johnson, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

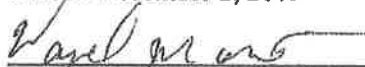
Pamela S. Springer and Rollin C. Springer, wife and husband
hereinafter referred to as Grantee, whose current address is 2050 Springfield Drive Chico, CA 95928


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), the 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: December 2, 2019

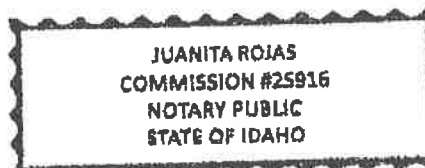

Wayne Morris


Mary Johnson
State of Idaho, County of Canyon

This record was acknowledged before me on December 2nd, 2019 by Wayne Morris and Mary Johnson


Signature of notary public
Commission Expires:

RESIDING IN CALDWELL, IDAHO
COMMISSION EXPIRES 5-20-2020



302012

EXHIBIT A

Lot 14, Block 1 as shown on the official plat of WHITE HORSE ESTATES SUBDIVISION, filed September 13, 2005 as Instrument No. 253380, in the official records of Owyhee County, Idaho. TOGETHER WITH an easement for ingress and egress over Palamino Avenue, Appaloosa Avenue and Whitehorse Street as shown on said map of White Horse Estates Subdivision.



ESCROW INSTRUCTIONS (Purchase)

File No.: 702973
Seller: Wayne Morris and Mary Johnson
Buyer: Pamela S. Springer and Rollin C. Springer
Lender: Seller Carry
Property: 12542 Whitehorse Way, Murphy, ID 83650
Date: December 2, 2019

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$150,000.00 insuring Buyer, and an Standard Lender's Policy insuring Lender in an amount not exceeding \$75,000.00 can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-7 & 9-11 as set forth in Title Commitment No. 702973 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that

you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. **DISBURSEMENTS:** Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars (\$5.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. **AMENDMENTS:** These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

11. **COPIES:** Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

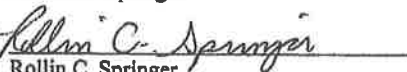
12. **TRUSTEE'S RECONVEYANCE FEE:** Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies), except irrigation and HOA companies associated with property. Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

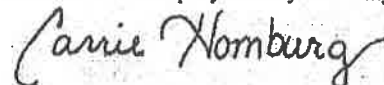

Pamela S. Springer


Rollin C. Springer

Buyer Email Address _____

Buyer Phone: _____

Pioneer Title Company of Canyon County



Carrie Homburg, Escrow Officer

Seller:


Wayne Morris


Mary Johnson

Seller Email Address _____

Seller Phone: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 29, 2020

ROLLIN & PAMELA SPRINGER
2050 SPRINGFIELD DR APT 324
CHICO CA 95928-6368

Re: Change in Ownership for Water Right No(s): 57-11697

Dear Water Right Holder(s):

The Department of Water Resources (Western) 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) 334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lynne Evans'.

Lynne Evans
Office Specialist II

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

1/16/2020

ROLLIN & PAMELA SPRINGER
2050 SPRINGFIELD DR #324
CHICO CA 95928

RE: Ownership Change for Water Right No: 57-11697

Dear Applicants,

The Department of Water Resources acknowledges receipt of your request for an ownership change on the water right mentioned above. However, after reviewing the request, it was determined additional documentation is needed to complete this request.

The Department does not view Escrow Instructions as adequate proof of ownership. **Please submit 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.**

Because the Department cannot process this request at this time, we will hold any action on your notice pending receipt of the necessary documentation. If we do not receive the required documentation within 30 days, the original notice will be returned and will not be processed. For your reference, I have attached a copy of your submitted notice with the supporting documents.

Thank you for your cooperation. If you have any questions please, contact this office at 208-334-2190.

Sincerely,

Anna Kaiser
Water Resource Agent
Western Regional Office

Enclosures