RECEIVED
JAN 16 2019
DEPARTMENT OF WATER RESOURCES

Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
JAN 10 2019
WATER RESOURCES WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
57-283	Yes ☒	Yes ☐	57-283-57-11997	Yes ☐	Yes ☐
57-7202A	Yes ☒	Yes ☐	57-285-57-11998	Yes ☐	Yes ☐
57-285	Yes ☒	Yes ☐	57-2320-57-11999	Yes ☐	Yes ☐
57-2320	Yes ☒	Yes ☐	57-7202A-57-12000	Yes ☐	Yes ☐
57-10919A	Yes ☒	Yes ☐		Yes ☐	Yes ☐

Dec

no split

2. Previous Owner's Name: James E Roeser, Carlene J Roeser
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kenneth L. Sery, Sarah Sery
New owner(s) as listed on the conveyance document — Name connector ☒ and ☐ or ☐ and/or

7808 Sommercamp Rd — Mailing address
Givens Hot Springs — City
ID — State
83641 — ZIP
208-896-4691 — Telephone
bethanysery@gmail.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: 7-16-02, 4-21-16.

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):
      - $25 per *undivided* water right.
      - $100 per *split* water right.
      - 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.

SUPPORT DATA
IN FILE # 57-283

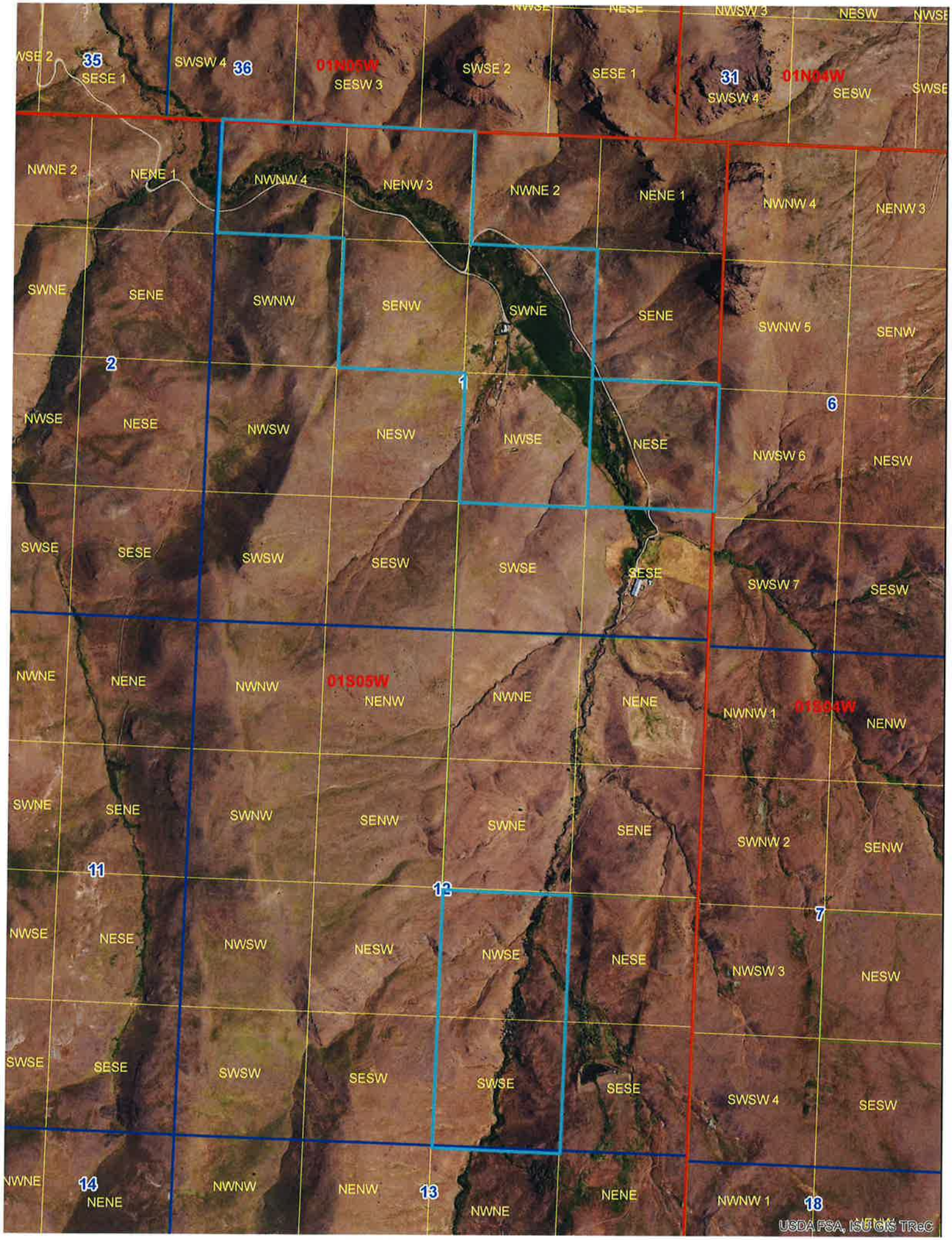
8. Signature: Kenneth L. Sery — Signature of new owner/claimant — Title, if applicable — Date 1-10-19
   Signature: Sarah Sery — Signature of new owner/claimant — Title, if applicable — Date 1-10-19

For IDWR Office Use Only:

Receipted by AK — Date 1/10/2019 — Receipt No. W047125 W047059 — Receipt Amt. $75.00 350.00

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 _____ — Processed by da — Date 2-26-19


35
36
01N05W
31
01N04W
2
1
6
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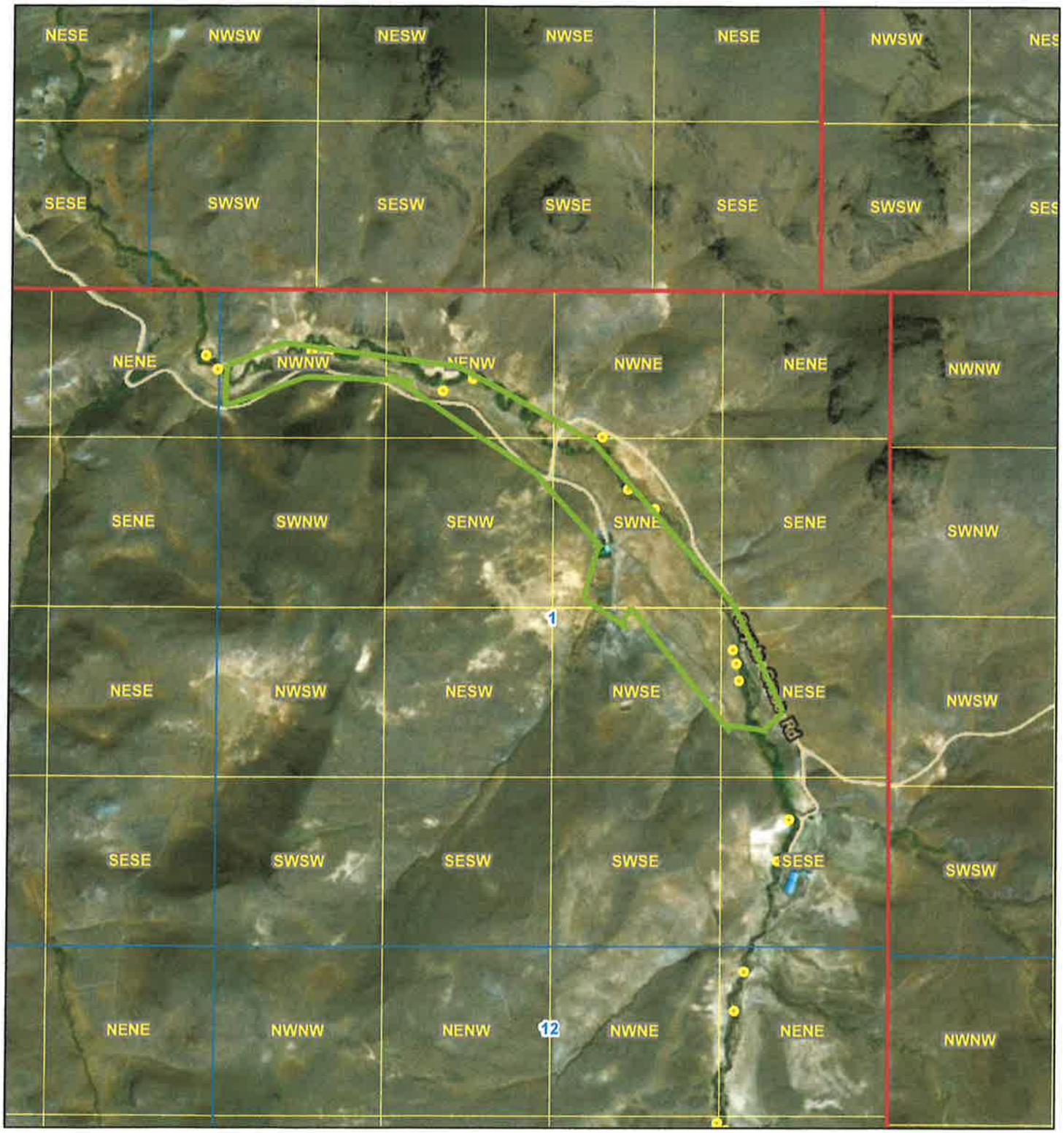
13
18
01S05W
01S04W
USDA FSA, ISU GIS TReC

Change in Ownership



May 20, 2018

1:18,056

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

ALL WR DIVERSIONS

POU

Esri, HERE, Garmin, © OpenStreetMap contributors, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Web AppBuilder for ArcGIS

egon GEO, Esri, HERE, iPC | USGS TNM – National Hydrography Dataset. Data Refreshed April, 2018. | Idaho Department of Water Resources | State of Oregon, State of Oregon GEO, Esri, HERE, Garmin, iPC |

K.L.S.
S.M.S.

WARRANTY DEED

FOR VALUE RECEIVED, ROESER RANCH CO., an Idaho corporation, the Grantor, does hereby grant, bargain, sell and convey until KENNETH L. SEVY and SARAH M. SEVY, husband and wife, of HC 79 Box 120, Melba, Idaho 93641, the Grantees, the following described premises, to-wit:

See Exhibit **Exhibit "A"** attached hereto and made hereof by reference.

Including all easements and rights of way over and across the real property sold (Exhibit "A-l" Agreement for Sale and Purchase) for all roads, ditches, telephone lines and power lines to provide access to water and utilities to and from Grantees' property, together with the right to maintain, repair and use the same.

Further,

Seller reserves a perpetual non-exclusive easement right of way to use the main road crossing the property being sold (Exhibit "A" hereto) , for ingress and egress to Seller's retained property.

Buyers are granted a perpetual non-exclusive easement right of way to use the main road and the Share Basin branch road crossing the Seller's retained property (Exhibit "B" hereto), for ingress and egress to the property (deeded, BLM and state) being acquired hereunder.

"Main Road" is defined as the main access road commencing at Highway 95.

"Share Basin Road" is defined as a branch from said "main road" extending to BLM and/or state land.

To the extent that ditches serving either said retained or purchased property are located on the other, the property which historically received water from said ditch shall have a perpetual non exclusive easement in said ditch for purposes of receiving said water.

To the extent that telephone and power lines serving either said retained or purchased property are located on the other, the property receiving telephone and utility benefits therefrom shall have a perpetual non-exclusive easement in said telephone and power lines for said purposes.

The parties shall respectively have reasonable access for the purposes of maintenance and repair. The maintenance and repair costs shall be shared pro-rata based on estimated usage. In the event of a dispute the parties shall select an

arbitrator whose decision shall be binding. If they cannot agree on an arbitrator, each shall select an arbitrator and the average of the two shall be the decision.

In addition to Seller and Buyers, said easement rights shall extend to and benefit Seller and Buyers successors and assigns.

The terms of this Warranty Deed, including the exhibits attached hereto, supercede the terms and provisions as set forth in the Agreement for Sale and Purchase between the Grantor and Grantees hereof.

Said property is conveyed "AS IS" under existing boundary fences, if any, after reasonable inspection by the Grantees, and Grantor does not make any representations or warranties as to the qualifications or suitability of said land or premises for water or electrical power, or as to said land or improvements meeting any federal, state or local laws, rules or regulations pertaining to zoning, building, subdividing, platting, surveys, planning and use, health, ecology, drainage, irrigation, water quality, sewage or disposal systems, hazardous materials and toxic wastes. Grantor makes no warranties as to surveys, boundaries or any matter mentioned in this paragraph. There are no warranties, express or implied, as to merchantability, in a general sense or for a particular purpose, except as herein contained in writing, if any. Provided, Grantor has represented in Agreement for Sale and Purchase that to its knowledge the property is free from hazardous substances and contains no underground storage tanks as defined by laws cited in said Agreement.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises; that said premises are free from all encumbrances except current taxes and assessments, easements, restrictions and reservations of record, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 16th day of June, 2002.

ROESER RANCH CO.

By: Dan Roeser

Its: President

STATE OF IDAHO)
) ss.
County of Canyon)

On this 11th day of ~~June~~ July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN ROESER, known or identified to me to be the President of ROESER RANCH CO., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

EDIE R. O'DELL NOTARY PUBLIC STATE OF IDAHO

Edie R. O'Dell
Notary Public of Idaho
Residing at: Nampa, ID
My Commission Expires: 4/17/2003

EXHIBIT "B"

Description of 280 Acres

SW1/4 of the SE1/4; and the E 1/2 of the SE 1/4 of Section 1, and the NE 1/4 of Section 12, all in T1S, R5W, B.M., Owyhee County, Idaho, subject, however, to a first right of refusal in favor of the Buyers as to the NE1/4 of SE1/4 Section 1, only as follows:

NE1/4 of SE1/4 Section 1:

FIRST RIGHT OF REFUSAL.

If Roeser Ranch Co. shall decide to offer said parcel for sale, gift or transfer, Roeser Ranch shall so inform Buyers (Sevy and Blackstock) in writing. Sevy and Blackstock shall have thirty (30) days thereafter within which to notify Roeser of their intent to purchase. If Sevey and Blackstock shall so notify Roeser of their intent to purchase, the purchase price shall be determined by a mutual agreement between the parties and failing that by an MAI appraisal. If they cannot agree upon an appraiser, Seller and Buyer shall each select an MAI appraiser and the average of the appraisals shall determine the price. The transaction shall close within fifteen (15) days following receipt of the appraisals. The price shall be paid in full at closing. Seller shall provide to Buyer a standard form warranty deed conveying fee simple marketable title free of encumbrances except for standard printed exceptions in title policies and defects that would materially affect title or value.

EXHIBIT "A"

TRACT TWO:

In Township 1 South, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 1: Lots 3 and 4, SW1/4 NE1/4, SE1/4 NW1/4, NW 1/4 SE1/4

TRACT THREE:

In Township 1 South, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 12: W1/2 SE1/4
Section 13: SE1/4 SW1/4
Section 24: NW1/4 NW1/4

TRACT FOUR:

In Township 1 South, Range 5 West, Boise Meridian, Owyhee County, Idaho.

Section 26: W1/2 SE1/4
Section 35: NE1/4 NW1/4, NW1/4 NE1/4, E1/2 E1/2

NW1/4 of SE1/4, Section 1:

Reserving unto Seller the right to use, by permission only, without rent, that portion of the NW1/4 SE1/4, Section 1 lying South of the Roeser side existing fence line ("Roeser Ranch Use Parcel"), so long as Seller shall own the Roeser Ranch property. At such time as Roeser's use of such acres shall cease or upon the sale of the Roeser Ranch, the right to use and occupy said parcel shall cease and Buyer shall have the right at Buyer's sole discretion to move said fence at any time to the 40 acre boundary lines.

In the event Buyer shall sell or transfer the Roeser Ranch Use Parcel to any third party or in the event Buyer elects to sell said property, Seller shall have the first right of refusal to purchase the same in accordance with the terms of the first right of refusal described below "First Right of Refusal."

NE1/4 of SE1/4 Section 1 as described above:

<u>FIRST RIGHT OF REFUSAL</u>.

If Roeser Ranch Co. shall decide to offer said parcel for sale, gift or transfer Roeser

WARRANTY DEED

FOR VALUE RECEIVED, THE ESTATE OF JAMES R. ROESER (hereinafter "Assignor"), by and through its Personal Representative, DAN ROESER, the Grantor, does hereby grant, bargain, sell and convey unto ROESER RANCH CO., an Idaho corporation, the Grantee, all of its right, title and interest in and to the following described premises, to-wit:

Lots 3 and 4; and the SW1/4 of the NE1/4; the SE1/4 of the NW1/4; and the NW1/4 of the SE1/4 of Section 1, T1S, R5W, B.M., Owyhee County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of its interest in said premises, that said premises are free from all encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 13 day of ~~May~~ June, 1997.

ESTATE OF JAMES R. ROESER

By Dan Roeser P.R.
Dan Roeser, Personal Representative

STATE OF IDAHO)
) ss.
County of ~~Owyhee~~ Ada)

On this 13 day of ~~May~~ June, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN ROESER, known or identified to me to be the Personal Representative of the Estate of James R. Roeser, the entity that executed the within instrument or the person who executed the same on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan W Hooley
Notary Public for Idaho
Residing at Boise, Id
My commission expires 2-26-2002

Ltr Tilt

222079

REQUEST OF Ibi Title

FEE 3.00

FILED-RECORDED

'97 JUN 18 PM 1 45

JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY Peggy McDermen
DEPUTY

PioneerTitleCo.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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

Instrument # 289488
MURPHY, OWYHEE, IDAHO
2016-04-21 02:54:26 No. of Pages: 1
Recorded for: PIONEER TITLE CANYON - CALDWEL
ANGELA BARKELL Fee: $10.00
Ex-Officio Recorder Deputy: map
Index To: DEED CORPORATION WARRANTY
Electronically Recorded by Simplifile

File No. 593315 KD/TG

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Roeser Ranch Co., an Idaho corporation

a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby Grant, Bargain, Sell and Convey unto

Kenneth L. Sevy and Sarah Sevy, husband and wife

Grantee, whose address is: 7808 Sommercamp Rd. Givens Hot Springs, ID 83641, the following described real estate, to-wit:

In Township 1 South, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 1: Northeast Quarter of the Southeast Quarter

INITIAL

Reserving unto the Grantor a right of way for ingress/egress over the existing raod as now constructed, which runs through the above-described property.

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision, restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its officers this April 19, 2016.

Roeser Ranch Co., an Idaho corporation

By: _____
Dan Roeser, President

State of Idaho, County of Canyon

On this 21st day of April in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Roeser, known or identified to me to be the President of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

_____
Residing at: Wilder

WARRANTY DEED

FOR VALUE RECEIVED, THE ESTATE OF JAMES R. ROESER (hereinafter "Assignor"), by and through its Personal Representative, DAN ROESER, the Grantor, does hereby grant, bargain, sell and convey unto ROESER RANCH CO., an Idaho corporation, the Grantee, all of its right, title and interest in and to the following described premises, to-wit:

SW1/4 of the SE1/4; and the E1/2 of the SE1/4 of Section 1, and the NE1/4 of Section 12, all in T1S, R5W, B.M., Owyhee County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of its interest in said premises, that said premises are free from all encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 13 day of ~~May~~ June, 1997.

ESTATE OF JAMES R. ROESER

By Dan Roeser P.R.
Dan Roeser, Personal Representative

STATE OF IDAHO)
) ss.
County of ~~Owyhee~~ Ada)

On this 13 day of ~~May~~ June, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN ROESER, known or identified to me to be the Personal Representative of the Estate of James R. Roeser, the entity that executed the within instrument or the person who executed the same on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan W. Leslie
Notary Public for Idaho
Residing at Boise, Id
My commission expires 2-26-2002

Id. Tile

222078

REQUEST OF Tri Title

FEE 3.00

FILED-RECORDED

'97 JUN 18 PM 1 45

JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY Peggy McDonnen
DEPUTY

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098
Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 26, 2019

KENNETH L SEVY
SARAH SEVY
7808 SOMMER CAMP RD
GIVENS HOT SPRINGS ID 83641-4224

Re: Change in Water Right Ownership: 57-283 (Split into 57-283 and ***57-11997***), 57-285 (Split into 57-285 and ***57-11998***), 57-2320 (Split into 57-2320 and ***57-11999***), 57-7202A (Split into 57-7202A and ***57-12000***), and 57-10919A

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water rights to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c. James and Carlene Roeser
Water District 57E

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098
Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 24, 2019

KENNETH L SEVY
SARAH SEVY
7808 SOMMER CAMP RD
MELBA ID 83641-4224

RE: Change in Ownership Water Right Nos: 57-283, 57-285, 57-2320, 57-7202A, and 57-10919A

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 fees are required before the Department can process the change. The information required is indicated below:

__X__ Filing Fee of $100 per water right for changes resulting from division of a water right. Water rights 57-283, 57-285, 57-2320, and 57-7202A require a split. Water right 57-10919A does not.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 per water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be **$75**.

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

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. Failure to report these changes could result in a $100 late filing fee. 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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist