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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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SEP 13 2018

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
72-10183	Yes ☐	Yes ☐		Yes ☐	Yes ☐
72-4H	Yes ☐	Yes ☐		Yes ☐	Yes ☐
received fee	Yes ☐	Yes ☐		Yes ☐	Yes ☐
1-17-2019	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Arthur J. and Diana F. Will
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Carolyn J. Whittet
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- PO Box 983 Challis ID 83226
Mailing address City State ZIP
- 208-879-5833 Carolyns.vip@gmail.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: 8/30/2018
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.

8. Signature: Carolyn J. Whittet Owner 9-10-18
Signature of new owner/claimant Title, if applicable Date

Signature: AM 1-17-2019 5037115 (72-4H) \$25-
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only: AK 9/13/2018 W046747 \$25.00
Received by Date Receipt No. Receipt Amt.

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 AM 1-30-2019 Approved by Processed by Date 10/10/2018

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DEPT OF WATER RESOURCES
SOUTHERN REGION

255281

Custer County Reg. of
Custer County Title
Time 12:30 P M Date 8/30, 2018
Lura H. Baker, Clerk
Ruth Phinon \$15⁰⁰
Deputy

WARRANTY DEED

This warranty deed is made on the 21 day of August, 2018, between -

ARTHUR J. WILL and DIANA I. WILL, husband and wife, of P.O. Box 163, Challis, Idaho, 83226, referred to herein as Grantor; and

CAROLYN J. WHITTET, a single person, of P.O. Box 983, Challis, Idaho, 83226, referred to herein as Grantee:

Grantor, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, has granted, bargained, and sold, and, by this deed, grants, bargains, sells, conveys, and confirms to Grantee, and Grantee's heirs and assigns forever, all of the real estate situated in Custer County, Idaho, and more accurately and particularly described at **Exhibit A** hereto.

Together with all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property; and all estate, right, title, and interest in and to the property, as well in law as in equity.

Together with all water rights, permits and claims, and all interests in any canal companies or ditch associations incident to and/or appurtenant to the property.

To have and to hold, all and singular, the described property together with the appurtenances to Grantee and Grantee's heirs and assigns forever.

And Grantor and Grantor's heirs shall and will warrant and, by these presents, forever defend the described property in the quiet and peaceable possession of Grantee, Grantee's heirs, and assigns against Grantor and Grantor's heirs and against all and every person and persons whomever, lawfully claiming the same.

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255281

In witness of the above, Grantor has set Grantor's hand on the date first written above.

GRANTOR:

Arthur J. Will
ARTHUR J. WILL

Diana I. Will
DIANA I. WILL

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF CUSTER)

On this 21 day of AUGUST, 2018, before me, a notary public for the above-identified state, personally appeared before me ARTHUR J. WILL & DIANA I. WILL who is (are) personally known to me to be the person(s) so named, or proven to me on the basis of satisfactory evidence to be the person(s) so named, whose name(s) is (are) subscribed to the within instrument, and who acknowledged to me that s/he (they) executed this instrument.



Ryan E. Millick
Notary Public

Residing in: CHALLIS IDAHO

My Commission Expires: 9-21-23

EXHIBIT A

Common Address: 2892 Challis Creek Road, Challis, Idaho, 83226

County Tax Assessor Parcel No.: RP14N19E164820A (Custer County, ID)

Legal Description:

A fraction of Section 16, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the West Quarter corner of Section 16, run thence South 89°44'29" East 1329.71 feet to the POINT OF BEGINNING; thence South 89°34'25" East 636.97 feet, thence South 0°32'55" East 211.99 feet, thence North 89°43'27" West 631.41 feet, thence North 2°01'54" West 213.81 feet to the POINT OF BEGINNING.



RE-13 COUNTER OFFER # ONE (1,2,3 etc.)

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Today's Date: July 20, 2018

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: July 19, 2018

ADDRESS: 2892 Challis Creek Road Challis Idaho 83226 ID#: 2018-350

BUYER: Carolyn J. Whittet

SELLER: Arthur J. & Diane I Will

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:

☒ **This is a SELLER counter offer.** The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☐ **This is a BUYER counter offer.** The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

Buyer and Sellers agree to the following terms:

1. Purchase price to be \$10,000.00
2. Buyer will put \$10,000.00 down.
3. Sellers will owner carry \$10,000.00
4. Payments from September 1 2018 until September 1 2019 will be for \$10,000.00
5. Payments there after will be \$10,000.00 due on the 1st of each month.
6. A balloon payment of the remaining balance will be payable on or before September 1, 2028.
7. The interest from the first year will be added to the end of the loan to be paid with the balloon payment.
8. Buyer is responsible for homeowners insurance for the term of the loan.
9. A \$50.00 fee will be charged for all payments 10 days overdue and/or any returned checks.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. **All other terms of the Purchase and Sale Agreement including all prior Addendums not modified by this Counter Offer shall remain the same.** Buyer and Seller acknowledge the down payment and/or loan amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

If a signed acceptance is not delivered on or before (date): July 23, 2018 at 11:00 ☒ A.M. ☐ P.M.
this Counter Offer shall be deemed to have expired.

DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile or electronic transmission shall be deemed to be the same as delivery of an original.

SELLER Arthur J. Will Date 7-20-18 Time 4:48 ☐ A.M. ☒ P.M.

SELLER Diane I. Will Date 7-20-18 Time 4:48 ☐ A.M. ☒ P.M.

BUYER Carolyn J. Whittet Date 7-20-18 Time 6:00 ☐ A.M. ☒ P.M.

BUYER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

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RE-13 COUNTER OFFER

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Serial#: 077528-000153-2056631



Tools

Jump To

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Locate

Layers



1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Pidn: RP14N19E164820
[Property Detail](#)
- Owner: WHITTET, CAROLYN J
- Mail Addr: PO BOX 983
- Mail Addr: CHALLIS, ID 83226
- St Addr: 2892 CHALLIS CREEK RD
- Location: TRACT 2059 SEC 16 T14N R19E
- Tax Roll Acreage: 3.1000
- Tax Code Area: 110000

N: 44.54308°, W: 114.22686°
NAD83 UTM Zone 11
X: 720297, Y: 4935936

Long: -114° 13' 31.4" Lat: 44° 32' 34.9" NAD83 UTM Zone 11 Scale 1 : 1546
Long: -114.2254° Lat: 44.543° X =720414 Y = 4935933 Greenwood Mapping, Inc.

72-4H & 72-10183 Whittet



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 30, 2019

CAROLYN J WHITTET
PO BOX 983
CHALLIS ID 83226-0983

Re: Change in Ownership for Water Right No(s): 72-4H

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) 736-3033.

Sincerely,

A handwritten signature in blue ink that reads "Denise Maline".

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Water District 170, 72A