

RECEIVED

FEB 12 2018

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE 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?
72-20A	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: MARK WILLIAM DOAN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DONALD R ROWLES BONNIE J ROWLES

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or ☐ and/orPO Box 1087

Mailing address

Challis

City

ID 83226

State

ZIP

208 833 5021

Telephone

browles@custer.tel.net

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: DEC 20 2002

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: Donald R Rowles
 Signature of new owner/claimant

Title, if applicable

Date

1/28/18

Signature: Bonnie Rowles
 Signature of new owner/claimant

Title, if applicable

Date

1/28/18

For IDWR Office Use Only:

Received by AM Date 2-12-2018

Receipt No. 5036576Receipt 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 _____

Date _____

0226204

WARRANTY DEED

For Value Received MARK WILLIAM DEEN, an unmarried person, the Grantor, does hereby grant, bargain, sell and convey unto DONALD R. ROWLES AND BONNIE J. ROWLES, husband and wife, the Grantees, whose current address is P.O. Box 1087, Challis, Idaho 83226, the following described premises, in Custer County, Idaho, to-wit:

A parcel of land located in N $\frac{1}{2}$ SW $\frac{1}{4}$, 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 said Section 16, from which the Northeast corner bears North 0°20'22" East, 2641.40 feet; a distance of 807.06 feet on a bearing of South 89°27'52" East, to an existing 1" drill steel; thence South 89°54'05" East, 154.91 feet to the REAL POINT OF BEGINNING; thence South 89°54'05" East, 375.62 feet; thence South 2°01'54" East, 212.10 feet; thence South 8°07'23" East, 645.92 feet; thence South 89°01'01" West, 585.61 feet; thence North 0°48'42" East, 137.88 feet; thence South 89°54'05" East, 203.10 feet; thence North 2°58'04" West, 731.09 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with his appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that he is free from all encumbrances excepting therefrom all covenants, conditions and restrictions of record and all easements of right and of record as recorded in the records of Custer County, Idaho and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: This 26 day of Dec, 2002.

Mark William Deen
MARK WILLIAM DEEN

STATE OF: CA)

County of: Los Angeles) ss

On this 26 day of
December 2002, before
me, a Notary Public, per-
sonally appeared

MARK

known or identified to me to
be the person(s) whose name(s)
are subscribed to the within
instrument, and acknowledged to
me that he executed the same.

Leontine J. Pierini
Notary Public for California
Residing at Los Angeles
Commission Expires 5-25-2005

STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for
record at the request of CCT
at 45 minutes past 2
o'clock P.M., this 31st day of December
2002, in my office.

Ethel M. Beck
Ex-Officio Recorder

BY Lisa Lauchlin
Deputy

Fee: \$ 3.00
Mail to: CCT



RP14N19E165410 Property Detail

Taxes, Levies and Assessments for 2017													
Land and Property Ownership - Physical Address: 60 ROD&GUN CLUB RD (zip code 83226)													
Mailing Address: ROWLES, DONALD R & ROWLES, BONNIE J PO BOX 1087 CHALLIS, ID 83226 Deeds (Last Deed Date: 12/31/2002) 226204 224091 216254 215597 193995 Legal Description: TRACT 82-34 SEC 16 T14N R19E Tax Code Area: 110000 Classes (Last appraised in 2016) <table> <tr> <td>RURAL RES TR</td> <td>1.000 AC</td> <td>\$ 14,750</td> </tr> <tr> <td>RURAL RES TR</td> <td>7.020 AC</td> <td>\$ 29,840</td> </tr> <tr> <td>RURAL IMP ON AG</td> <td></td> <td>\$ 3,730</td> </tr> <tr> <td>BLDG RES TR</td> <td></td> <td>\$ 160,450</td> </tr> </table>	RURAL RES TR	1.000 AC	\$ 14,750	RURAL RES TR	7.020 AC	\$ 29,840	RURAL IMP ON AG		\$ 3,730	BLDG RES TR		\$ 160,450	Taxes for 2017 ASSESSED VALUE : \$ 208,770 TAX AND SPECIAL CHARGES: \$ 494.54 Taxing Districts Levy STATE 0.000000000 COUNTY 0.002273052 SCHL 181 LEVY 0.000000000 SCHL 181 TORT 0.000011304 SCHL 181 BOND 0.000000000 SCHL 181 PLANT 0.000084166 SCHL 181 SPLMT 0.000673332 CHALLIS CEM 0.000150484 NO. CUSTER FIRE 0.000468088 N. C. HOSP 0.000256260 This information is provided as a courtesy to our taxpayers. If this parcel has changed code areas, or been split or combined with another parcel, the tax and assessment data shown may not apply or be current. For more information, please contact the appropriate county office.
RURAL RES TR	1.000 AC	\$ 14,750											
RURAL RES TR	7.020 AC	\$ 29,840											
RURAL IMP ON AG		\$ 3,730											
BLDG RES TR		\$ 160,450											
Improvement R01 Residential Dwelling													
Year Built : 1985 Total : 2491 sq. ft. Last Appraised : 2016 Stories : 2 Bedrooms : 2 Bathrooms : 2 (Click on photo to enlarge)													
Other Improvements													
R02 01 POLEBLDG 720 sq. ft. R02 02 POLEBLDG 168 sq. ft. R02 03 POLEBLDG 84 sq. ft.													



Custer County Idaho MapServer

Donald & Bonnie Rowles
60 Rod & gun club Rd
Challis, Id

-  Highways
 -  County Road
 -  Other Road
 -  Cities
- 2015 Aerial Photography

NORTH

This map/data is provided by Custer County, Idaho is for display purposes only. Custer County invokes its sovereign and governmental immunity in allowing access to or use of this data, and makes no warranties as to the validity, and assumes no liability associated with the use or misuse of this information.

0 180 360 540 ft

1/29/2018

CUSTER COUNTY TITLE, INC.

PO BOX 370

CHALLIS, IDAHO 83226

(208) 879-4424

FAX (208) 879-5249

ESCROW NO. 10872

TITLE OFFICER Kindt

DATE: December 20, 2002

BUYER: DONALD R. ROWLES AND BONNIE J. ROWLES, husband and wife

TO: Custer County Title, Inc.

I / We hereby agree to purchase the hereinafter described property for a total consideration of \$140,000.00 and will on or before December 20, 2002, hand you said consideration which is payable as follows: \$140,000.00 cash at closing to the seller, including \$7,000.00 earnest money held by Way Out West Realty.

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me an executed Warranty Deed and when you can issue your standard coverage form policy of title insurance with liability of \$140,000.00 on the property described on attached Order No. 10872.

SHOWING TITLE VESTED IN: DONALD R. ROWLES AND BONNIE J. ROWLES,
husband and wife

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraph 1-13 & 15, Schedule B of Commitment for Title Insurance, Order No. 10872, a copy of which is attached, reviewed and approved.

OTHER INSTRUCTIONS:

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: 12-20-02

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the differences, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to Buyers any present or future tax bills on property herein.
2. Levies and assessments of: NA
3. Interest on all existing Trust Deeds, improvements, assessments, and/or bonds taken over by Buyers: NA
4. Rental or Lease, per rent or lease statement handed you: NA

ESCROW CLOSING INSTRUCTIONS, page 2
ESCROW NO. 10872

5. Charge the Buyer and credit the Seller the amount of any funds held in an impound account, if any, in connection with an existing loan: NA

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

GENERAL PROVISIONS:

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which the instruments referred to herein are recorded unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers, or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees suffered or incurred by you in connection with, or arising out of this escrow, including but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and the escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled.

ESCROW CLOSING INSTRUCTIONS, page 3
ESCROW NO. 10872

When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of this escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges; © third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and returned in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: We/ I have been specifically informed that Custer County Title, Inc., is not licensed to practice law and no legal advice has been offered by Custer County Title, Inc., or any of it's employees. We/I have been further informed that Custer County Title, Inc., is acting only as Escrow holder and that it is forbidden by law from offering any advice to any party respecting the merit of this escrow transaction or the nature of the instruments utilized and that it has not done so. We/I have not been referred by Custer County Title, Inc., to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at my own expense, if We/I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by Custer County Title, Inc., have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports onto forms of Deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

DISCLOSURE OF TAXPAYER IDENTIFICATION NUMBERS

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and Custer County Title, Inc., is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. Custer County Title, Inc., is not rendering an opinion concerning the effect of this law in this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize Custer County Title, Inc., to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold Custer County Title, Inc., harmless against any fees,

ESCROW CLOSING INSTRUCTIONS, Page 4
ESCROW NO. 10872

costs, or judgements incurred and/or awarded in connection with the release of taxpayer identification numbers.

PENALTIES

Penalties for failure to comply will most likely be assessed against the individual taxpayers for failure to provide the information.

Any amendments of and/or supplement to any instruction must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property described upon the terms hereof.



DONALD R. ROWLES **BUYER**

ADDRESS: PO Box 1087
Challis Id 83226



BONNIE J. ROWLES **BUYER**



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

February 13, 2018

DONALD R ROWLES
BONNIE ROWLES
PO BOX 1087
CHALLIS ID 83226-1087

Re: Change in Ownership for Water Right No(s): 72-20A

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 of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

State of Idaho
Department of Water Resources
650 Addison Ave, Suite 500
Twin Falls, ID 83301

RECEIVED

FEB 12 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

2 February 2018

Dear Carrie,

Enclosed is the completed form and additional information you requested.

We were surprised to receive this letter as we believed we had transferred these rights years ago. We also have been being billed annually from the Garden Creek Water District 72c and paying the annual fees.

If you need any additional information please feel free to call us at our cell phone listed below

208-833 5021

208-833 5022

Thank you,

Donald R Rowler



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5851
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 12, 2018

DONALD AND BONNIE ROWLES
PO BOX 1087
CHALLIS ID 83226

RE: Change of Ownership for Water Right No. 72-20A

Dear Mr. and Mrs. Rowles:

The Department has been notified that you may be the current owner of the property to which the above water rights are appurtenant. In order for you to be listed as the current owner on the water right, please complete the enclosed Notice of Change in Water Right Ownership Form. Please completed it per the instructions, include the required fees and documentation and return everything to the Department. Once it is received, the changes will be made to our records and you will be sent confirmation that the change has been completed.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter. (208-736-3033)

Sincerely,

Carrie Hahn
Clerk

Enclosures