

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 07 2016

DEPT OF WATER RESOURCES  
SOUTHERN 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 72-16736              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 72-16737              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 72-16739              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 72-16741              | 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: Anthony D Gammache + William T Gammache  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gregory S Hurless Peggy Hurless  
New owner(s) as listed on the conveyance document
- 4000 Challis Creek Rd Challis ID 83226  
Mailing address City State ZIP
- 208-819-4250  
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: 12/30/2009
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.

SUPPORT DATA

IN FILE # 72-16736

8. Signature: [Signature] Title, if applicable: \_\_\_\_\_ Date: 9-26-16
- + Signature: Peggy Hurless Title, if applicable: \_\_\_\_\_ Date: 9-26-16

### For IDWR Office Use Only:

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 \_\_\_\_\_ Approved by \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

## Custer County Idaho MapServer



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

1  
# **241976**  
Custer County Rec. of  
CC  
Time 11:59 AM Date 12-30-2009  
Barbara E. Tierney, Clerk  
Deputy \$6.00

~~Custer County Rec. of~~  
~~Title M Date 20~~  
~~Barbara E. Tierney, Clerk~~  
~~Deputy~~

### WARRANTY DEED

FOR VALUE RECEIVED, ANTHONY D. GAMMACHE and WILLIAM T. GAMMACHE, both unmarried men, Grantors, do Bargain, Sell and Convey unto GREGORY S. HURLESS a.k.a GREG HURLESS and PEGGY HURLESS, husband and wife, Grantees, whose current address is HC 63 Box 1572, Challis, Idaho 83226, all of Grantors' interest, whatever, in the real property described below, in Custer County, Idaho, more particularly described as follows, to-wit:

#### SEE ATTACHED EXHIBIT "A"

Together with all fixtures, improvements and appurtenances.

Grantors herein, as both Grantors and successors in interest of the property described in that certain Deed recorded in the official records of Custer County, Idaho as instrument #0204056, hereby waive and fully void all restrictions contained in such document as to the future use of the property, all as a specifically provided for therein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their administrators, successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners of said premises; that they are free from all encumbrances save and excepting therefrom all covenants, conditions, easements and restrictions of record, as recorded in the records of Custer County, Idaho, and that they will warrant and defend the same from all lawful claims whatsoever excepting those now of record.

Dated: 12-30-09

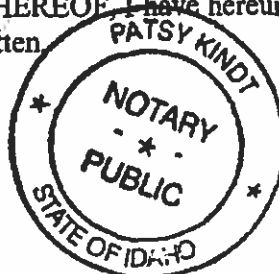
Anthony D. Gammache  
Anthony D. Gammache

William T. Gammache  
William T. Gammache

STATE OF IDAHO                    )  
                                          :SS  
County of Custer                 )

On this 30 day of December, 2009, before me, a Notary Public in and for said State, personally appeared ANTHONY D. GAMMACHE and WILLIAM T. GAMMACHE, both unmarried men, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Patsy Kindt  
Notary Public  
My Commission Expires: 3/24/10

241976

EXHIBIT "A"

A parcel of land located in the SW¼ of Section 8, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the W¼ Corner of said Section 8 from which the SW Corner of said section bears South 00°08'26" West 2619.66 feet, the Basis of Bearing of this description, run thence North 88°57'45" East along the northerly boundary of said SW¼ a distance of 1336.34 feet to the NW Corner of the NE¼SW¼ of said Section and the POINT OF BEGINNING; thence continuing North 88°57'45" East along said boundary a distance of 1336.34 feet to the NE Corner of said NE¼SW¼; thence South 00°32'38" West along the easterly boundary of said SW¼ and the Westerly boundary of Tax No. 06-40 a distance of 1326.97 feet to a point on the northerly boundary of Tax No. 07-154 extended; thence South 87°01'52" West along said boundary a distance of 895.27 feet to a point on the easterly bank of the Highland canal; thence the following courses and distances along said bank: North 22°58'17" West, 40.58 feet; thence North 43°47'39" West, 44.28 feet; thence North 79°51'42" West, 33.38 feet; thence South 80°04'24" West, 39.73 feet; thence South 71°36'42" West, 61.14 feet; thence North 82°04'04" West, 13.82 feet; thence North 40°38'42" West, 11.09 feet; thence North 08°37'09" West, 13.80 feet; thence North 15°11'26" East, 111.70 feet; thence North 06°58'13" East, 50.03 feet; thence North 07°55'24" West, 43.01 feet; thence North 18°22'16" West, 31.07 feet; thence North 52°25'53" West, 48.56 feet; thence North 74°29'24" West, 71.23 feet; thence North 60°40'28" West, 24.07 feet; thence North 24°27'04" West, 23.58 feet; thence North 04°03'40" West, 62.39 feet; thence North 24°00'28" West, 76.23 feet; thence North 44°04'35" West, 116.08 feet to a point on the westerly boundary of the NE¼SW¼ of said Section 8, thence North 00°20'23" East along said boundary a distance of 749.36 feet to the POINT OF BEGINNING.

SUBJECT TO County Road right-of-way.

# Idaho Department of Water Resources Receipt

Receipt ID: W038399

Payment Amount \$100.00

Date Received 5/24/2010 10:15 AM

Region WESTERN

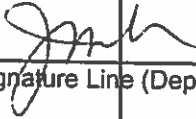
Payment Type Cash

Payer HURLESS, GREG/PEGGY

Comments CHANGE OF OWNERSHIP 72-16736, 72-16737, 72-16739 & 72-16741

## Fee Details

| Amount   | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
|----------|--------------------------------------|-------|------|-------------|------------|--------|
| \$100.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 62140 | 0229 | 21          |            | 1155   |

  
Signature Line (Department Representative)

AGREEMENT TO PURCHASE AND SELL  
(Agreement or Contract)

Under the terms listed below, GREGORY S. HURLESS a.k.a GREG HURLESS and PEGGY HURLESS, husband and wife, Buyers, (or Grantees) of HC 63 Box 1572, Challis, Idaho 83226, hereby agree to purchase from ANTHONY D. GAMMACHE and WILLIAM THOMAS GAMMACHE, both unmarried men, Sellers, (or Grantors) and Sellers agree to sell to Buyers under the terms and conditions herein stated, the following described property situated in Custer County, Idaho:

Real Property

A fraction of the E1/2SW1/4 of Section 8, T14N, R19E, Boise Meridian more particularly described as all of the land owned by Sellers on the East side of the Round Valley Irrigation Canal and on the north and east side of the Challis Creek Road, Section 8, T14N, R19E, Boise Meridian.

Consisting of 38 acres more or less

To be surveyed-See Section 14. of this agreement.

Together with all fixtures, improvements and appurtenances and together with appurtenant water rights as established by the records with Idaho Department of Water Resources. Those water rights are as follows: 72-16736, 72-16737, 72-16739 and 72-16741-less and excepting .04 CFS, which is appurtenant to other lands.

Personal Property

Together with the following irrigation equipment:

- 1 - General Electric 10 HP Electric Motor and panel
- 6 - 6" X 54' Sections of Mainline
- 23 - 50' Sections of 5" Mainline
- 1 - Waderain Mover
- 31 - Sections of 5" Wheel line

1. Purchase Price: The total purchase price for all of the above described property shall be \$213,400.00 (TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS), payable as follows:

- a. \$5,000.00 earnest money to be deposited by Buyers with the designated closing agent within 48 hours of acceptance of this agreement by all parties. Upon waiver of contingencies by Buyers, and upon the expiration of the "due diligence" period as set forth below, the earnest money shall become non-refundable. At any time prior to the expiration of such period, Buyers shall be entitled to terminate this agreement and receive all earnest money with accrued interest, if any, upon request. Earnest money held pursuant to this agreement shall be held in an insured Trust account by the

designated escrow and closing agent.

- b. \$208,400.00 due and payable at the time of closing as full and final payment upon the real estate and personal property above described, which when added to the earnest money paid above, satisfies the full purchase price.
2. Title and Closing Agent and Fees. The closing agent and title agent and for this transaction shall be Custer County Title, Inc. of Challis, Idaho and the parties agree that the closing agent, will be employed to perform the title work in a timely fashion. Buyers and Sellers will share closing fees equally. Sellers will pay the charges or fees to secure title insurance. Buyers acknowledge that all documents will be prepared by Sellers' attorney at Sellers' expense and Buyers will pay all attorney's fees incurred by them in review of documents or that may be otherwise incurred by them.
3. Sellers' Closing Documents. At the time set for closing, the Sellers' shall execute (a) a good and sufficient warranty deed conveying fee simple merchantable title to the above described property to Buyers free and clear of all liens and encumbrances except for those accepted by Buyers, if any, and except for general reservations in federal patents, existing easements and rights-of-way, building and use restrictions, zoning ordinances, mineral and royalty reservations or conveyances of record and oil and gas leases of record found satisfactory or acceptable to Buyers and real estate taxes and assessments for the year in which closing occurs and any other liens, encumbrances and restrictions expressly agreed to herein. The executed deed shall be held by the closing agent for recording and/or delivery to Buyers at closing as appropriate. Sellers will convey the land together with irrigation water rights as set forth above. Buyers will process the appropriate change of ownership on the described water rights with the Idaho Department of Water Resources upon closing the transaction. Sellers will also execute and deliver to Buyers a properly prepared Bill of Sale transferring the above described personal property to Buyers at the time of closing.
4. Title.
  - a. Buyers' Receipt and Review of Preliminary Title Policy. Buyers shall have ten (10) business days from receipt thereof to review a preliminary title policy updated to the date of this agreement or later which shall be delivered at Sellers' expense as soon as possible after the execution of this Agreement, and may, due to previously undisclosed defects of title (including easements or rights of way which were not apparent from an inspection of the property) and other unacceptable liens or defects or encumbrances which cannot be cured within the time set forth herein, rescind this Agreement with a full refund of the earnest money together with earned interest.
  - b. Merchantable Title. If Sellers' title is not merchantable and cannot be made so before the stated closing date, ten (10) additional days shall be allowed for the Sellers to make such title merchantable. If title is not merchantable after the additional specified time, this Agreement may terminate at Buyers' option and the earnest money plus accrued interest shall be returned to Buyers unless Buyers waive any and all defects and elect to purchase or elect to grant additional extensions. All

ESCROW CLOSING INSTRUCTIONS, Page 5

ESCROW NO. 12349

**SELLER:**

I/we approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual Sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

NA

At the close of this escrow, you are to mail any documents and your check or checks payable to the Seller.

Transfer of Water Rights, will be handled between the Buyer and Seller.

Anthony D. Gammache  
ANTHONY D. GAMMACHE SELLER

ADDRESS: Box 146 Chulita, Id. 83226

William T. Gammache  
WILLIAM T. GAMMACHE SELLER

ADDRESS: Box 146 Chulita, Id. 83226

SELLER AFFIDAVIT

Order No: 12349

Date: December 30, 2009

State of Idaho  
County of Custer

Subject Property:

SEE ATTACHED

Before me, the undersigned authority on this day personally appeared

Anthony P. Gammache  
SELLER

William T. Gammache  
SELLER

personally known to me to be the person whose name is subscribed hereto and upon his/her/their oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them, and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender and/or First American Title Insurance Company in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, except the following:

Name of Secured Party

al  
Initials

Approximate Amount

\$ 0

2. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

Name of Creditor

al  
Initials

Approximate Amount

\$ 0

3. All labor and material used in the construction or improvements on the described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True ( ) False ( )

4. No parties in possession other than affiant/s: Yes ( ) No ( )

If yes, Option to Purchase ( ) Lease ( ) Contract for Deed ( )

5. No Assistance has been provided to the undersigned or any of their legal dependents and no application for assistance has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

INDEMNITY: I agree to pay on demand to the purchasers, lender and/or First American Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

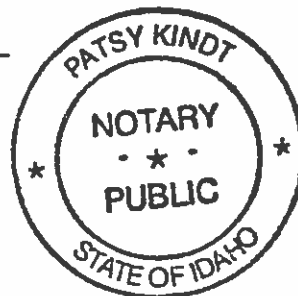
I realize that the purchaser, lender and/or First American Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Anthony D. Gammache  
ANTHONY D. GAMMACHE  
SELLER

William T. Gammache  
WILLIAM T. GAMMACHE  
SELLER

Sworn to and subscribed before me this 30 day of December, 2009

Patsy Kindt  
Notary Public  
Commission Expires:



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That on this 30 day of December, 2009, ANTHONY D. GAMMACHE and WILLIAM T. GAMMACHE, both unmarried men, Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, lawful money of the United States of America, to them in hand paid by GREGORY S. HURLESS a.k.a GREG HURLESS and PEGGY HURLESS, husband and wife, Grantees, whose address is HC 63 Box 1572, Challis, Idaho 83226, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the Grantees, their administrators, successors and assigns, the following described personal property, to-wit:

- 1 - General Electric 10 HP Electric Motor and panel
- 6 - 6" X 54' Sections of Mainline
- 23 - 50' Sections of 5" Mainline
- 1 - Waderain Mover
- 31 - Sections of 5" Wheel line

TO HAVE AND TO HOLD The same to the said Grantees, their administrators, successors and assigns, forever; and the said Grantors do for their administrators, successors and assigns, covenant and agree to and with the said Grantees, their administrators, successors or assigns that the sale of said property, goods and chattels hereby made, unto the said Grantees, their administrators, successors and assigns is complete and without reservation of title or interest in any respect.

IN WITNESS WHEREOF, the party hereto has hereunto set their hands and seal the day and year first above written.

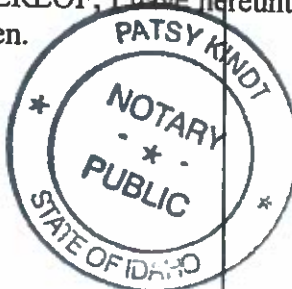
Anthony D. Gammache  
Anthony D. Gammache

William T. Gammache  
William T. Gammache

STATE OF IDAHO                    )  
                                              : ss.  
County of Custer                 )

On this 30 day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared, ANTHONY D. GAMMACHE and WILLIAM T. GAMMACHE, both unmarried men known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Patsy Kindt  
Notary Public for  
My Commission Expires: 3/24/10



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

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

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

October 11, 2016

GREGORY HURLESS  
PEGGY HURLESS  
4000 CHALLIS CREEK RD  
CHALLIS ID 83226

RE: Change of Ownership for Water Right Nos. 72-16736, 72-16737, 72-16739 & 72-16741

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

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](http://www.idwr.idaho.gov).

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett  
Technical Records Specialist

Enclosure(s)

Cc: Way Out West Realty