

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
AUG 03 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
72-10077					
72-7077		x			

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) _____

4. New Owner/Claimant(s) Brett and Chris S Anderson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 1147 Custer Rd

City, State and ZIP Code Ellis ID 83235

New Telephone Number (208) 876-2036 Email: chancey@custer
tel.net

5. Date you acquired the property _____
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Chris S. Anderson (title if applicable)
- _____ (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by JM Date 8.3.2012
 Processed by _____ AJ Date _____

Receipt Amt. \$125-
 Receipt No. 3032710
 WR _____ Date _____

0221029

WARRANTY DEED

For Value Received STEPHEN BAUCHMAN AND LYNDELLA BAUCHMAN, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto BRETT K. ANDERSON AND CHRIS S. ANDERSON, husband and wife, the Grantees, whose current address is P.O. Box 104, May, ID 83253, the following described premises, in Custer County, Idaho, to-wit:

A parcel of land located in Government Lot 10, Section 3, Township 15 North, Range 20 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ corner of said Section 3, from which the SE corner of Section 3 bears South 89°42'21" East, 2640.84 feet, the Basis of Bearing of this description, run thence North 89°52'51" West along the Southerly boundary of Section 3 a distance of 308.75 feet to a point on the Southerly right-of-way of U.S. Highway 93; thence North 61°55'21" East along said right-of-way a distance of 751.21 feet; thence South 17°01'53" East a distance of 372.94 feet to a point on said Southerly boundary of Section 3; thence North 89°42'21" West along said Southerly boundary a distance of 463.29 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM: U.S. Highway Right-of-Way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and 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.

Dated: This 22 day of May, 2000.

Stephen Bauchman
STEPHEN BAUCHMAN

Lynndella Bauchman
LYNDELLA BAUCHMAN

STATE OF: Idaho)

: ss

County of: Custer)

On this 22nd day of
May, 2000, before
me, a Notary Public, per-
sonally appeared

Stephen Bauchman
Lynndella Bauchman
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.

Sandra K. Hiel
Notary Public for Idaho
Residing at Chubb, ID
Commission Expires 1/16/2002

STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for
record at the request of Custer County, Title
at 20 minutes past 4
o'clock P.M., this 22nd day of May
2000, in my office, and duly recorded in Book
_____ of Deeds at page _____.

Ethel M. Peck
Ex-Officio Recorder

BY Janet Dargis
Deputy

Fee: \$ 3⁰⁰
Mail to:

PURCHASE & SALES AGREEMENT (RE-1) PAGE 1

1001 94032

PROPERTY ADDRESS: 4493 North

ADDITIONAL TERMS AND/OR CONDITIONS: Buyer understands all

boundaries & has reviewed same.

B. OCCUPANCY: BUYER ☐ does not intend to occupy property as BUYER'S primary residence.
7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and listings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and remittent(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and ventilation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: Water rights are specifically included To Seller's rights and will be transferred accordingly and Buyer shall pay a proportionate share of water bill.
Failure will be Sept. 1st

B. EXCLUDED IN THIS SALE:

B. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by BUYER or to which title is out of purchase money at date of closing. No liens, encumbrances or defects, which are in any way connected with this Agreement, shall be subject to, exist unless otherwise specified in this Agreement.

B. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees as on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☒ No N/A

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Homeowner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No N/A Association fees are \$ per N/A per N/A

13. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

14. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 87-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which contains pages 2 of 5 Pages
Date 4-18-00
BUYER'S Initials [Signature] SELLER'S Initials [Signature]
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