

RECEIVED

FEB 08 2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
L10 78-7392	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gary D. Owens
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Andrew L. NACHMAN
Name of each new owner as listed on the conveyance document

KATY J. NACHMAN
New owner continued Name connector ☐ and ☐ or ☐ and/or

14029 Comfort Rd.
Mailing address

McClary ID 83628
City State ZIP

208-761-5459 Katy@Voyageurs.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: 1/15/2008

6. 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.

7. Signature: [Signature] 2/6/2012
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 2/6/2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by MP Date 2-8-12 Receipt No. W039893 Receipt Amt. \$25.00

Approved by [Signature] Processed by [Signature] Date 3-15-12

CCP

READ & APPROVE

WARRANTY DEED

Andrew L. Nachman by Katy Nachman his wife in fact
Katy J. Nachman

For good and valuable consideration GARY D. OWEN and ELIZABETH L. OWEN, husband and wife, as GRANTORS, do hereby grant and convey unto ANDREW L. NACHMAN and KATY J. NACHMAN, husband and wife, whose address is: HC 2, Box 501, Pollock, ID 83547, as GRANTEES, the following described real property situate in Idaho County, State of Idaho, to wit:

SEE SCHEDULE "C" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

SUBJECT TO:

1. Taxes for 2008 which are an accruing lien and not yet due and payable; and
2. Right of Way Easement, including the terms and conditions thereof, by and between George Aubin and The Mountain States Telephone and Telegraph Co., recorded August 31, 1932, under Instrument No. 99261, Book 60 page 446, records of Idaho County, Idaho; and
3. Right of Way Easement, including the terms and conditions thereof, by and between H.J. Potter and Jennie S. Potter, and The Mountain States Telephone and Telegraph Co., recorded September 6, 1932, under Instrument No. 99332, Book 60 page 462, records of Idaho County, Idaho; and
4. Reservations set forth in that certain Warranty Deed, including the terms and conditions thereof, regarding minerals and mining, by and between American Rand Mines Co., and Circle C Ranch, a corporation, recorded June 3, 1943, under Instrument No. 141612, Book 73 page 12, records of Idaho County; and
5. Reservations set forth in that certain Warranty Deed, regarding use of spring water, including the terms and conditions thereof, by and between American Rand Mines Co., a corporation, and Bruce Walters, recorded November 15, 1943, under Instrument No. 143384, in Book 73 page 402, records of Idaho County, Idaho; and
6. Power Line Easement, including the terms and conditions thereof, by and between H.F. Gellenbeck and Ethel Gellenbeck, husband and wife, and Idaho Power Company, a corporation, recorded April 24, 1948, under Instrument No. 159354, Book 80 page 555, records of Idaho County, Idaho; and

- INITIAL
WSP by KSPN/h
KSPN by ASR
7. Power Line Easement, including the terms and conditions thereof, by and between John Carrey and Pearl Carrey, husband and wife, and Idaho Power Company, a corporation, recorded April 24, 1948, under Instrument No. 159358, Book 80 page 558, records of Idaho County, Idaho; and
 8. Subject to ½ interest in well and easement to well as set forth in Warranty Deed, including the terms and conditions thereof, by and between J.W. Richardson and Anna Richardson, husband and wife, and John D. Barham and Patricia M. Barham, husband and wife, recorded May 25, 1966, under Instrument No. 223451, Book 104 page 593, records of Idaho County, Idaho; and
 9. Conveyance and Covenants To Run With Land, including the terms and conditions thereof, recorded July 30, 1979, under Instrument No. 280082, records of Idaho County, Idaho; and
 10. Matters as shown on Survey No. S-1714, recorded December 20, 1999, under Instrument No. 0409778, and Survey No. S-2153, recorded April 30, 2004, under Instrument No. 435095, records of Idaho County, Idaho.

TO HAVE AND HOLD the premises, with all appurtenances, to GRANTEES, and their heirs, successors and assigns forever. GRANTORS do by this grant covenant that GRANTORS are the owners of said property in fee simple and that the premises is free from encumbrances done, made or suffered by GRANTORS, or those claiming through GRANTORS, except as set forth herein-above and other encumbrances of record or in use.

Except as otherwise expressly provided in this instrument, GRANTORS hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event GRANTORS shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the above-described premises, or any portion thereof, for any purpose, with or without the knowledge of GRANTORS, it was not the intent of GRANTORS, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

DATED this 15th day of January, 2008.

GRANTORS:

GARY D. OWEN
GARY D. OWEN

Elizabeth L. Owen
ELIZABETH L. OWEN

STATE OF IDAHO)
) ss.
County Of Idaho)

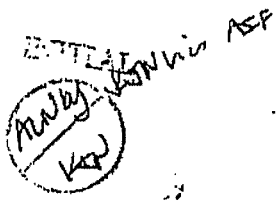
On this 15th day of January, 2008, before me personally appeared GARY D. OWEN and ELIZABETH L. OWEN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

LEZLIE MOUDY
Notary Public
State of Idaho

Notary Public, in and for the
State of Idaho, residing at
Chamberlain ID therein.
My Commission Expires: 3/2/11

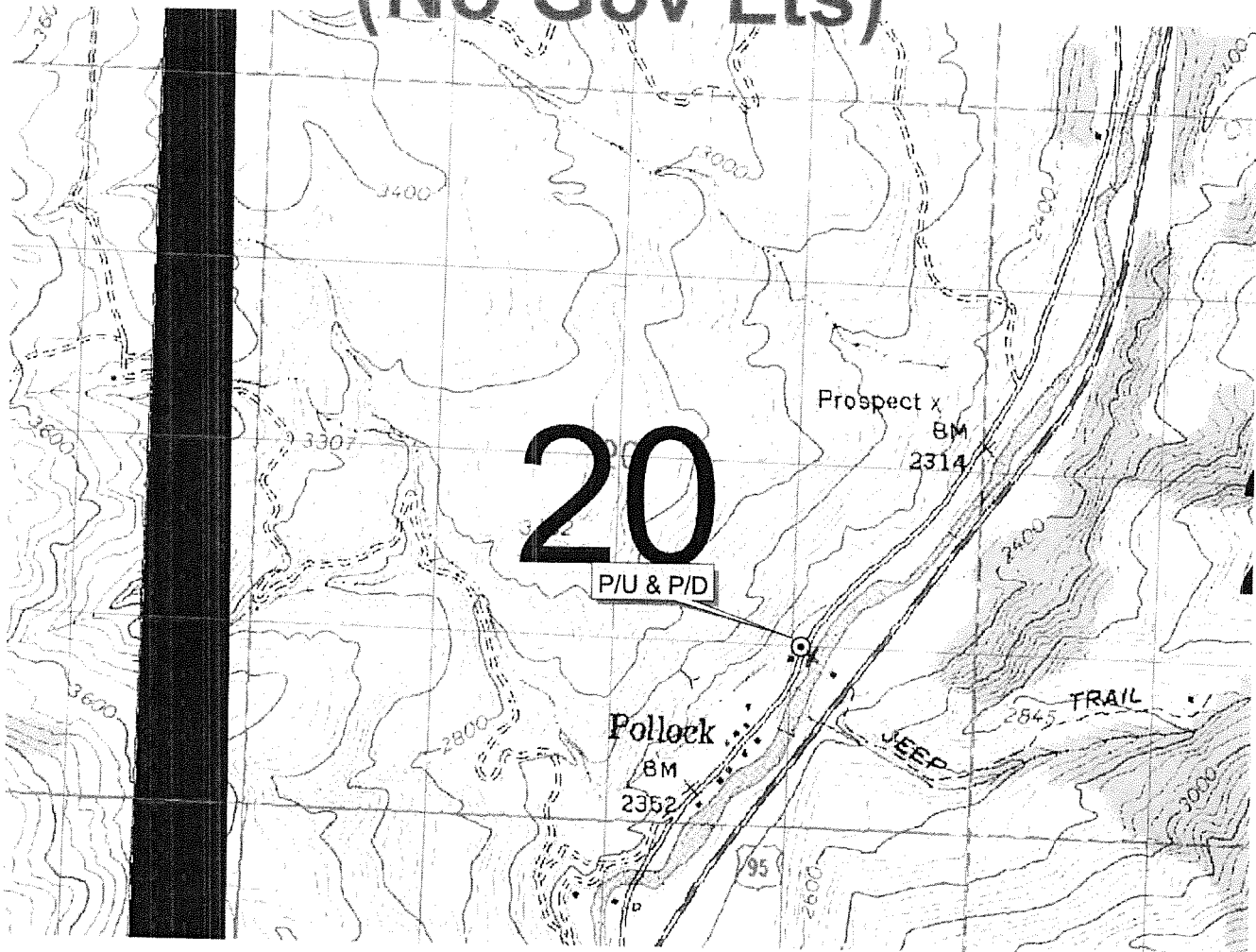
SCHEDULE C



Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 20: A parcel of land located in the SE $\frac{1}{4}$, more particularly
described from a survey as follows:

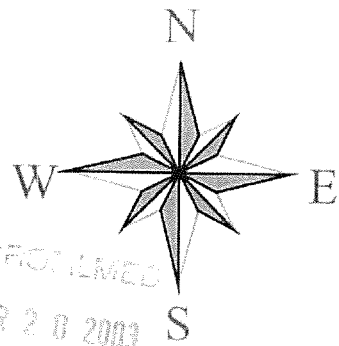
Beginning at the $\frac{1}{4}$ corner common to Sections 20 and 29
and B.C. monument by PE/LS 2098;
thence N $00^{\circ}27'18''$ W, 1328.535 feet to the CS 1/16
corner which is a 5/8" rebar by PLS 9166;
thence N $89^{\circ}47'17''$ E, 1178.899 feet along the North
line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to a 5/8" rebar by PLS 9166, this is
the Initial Point of Beginning;
thence N $28^{\circ}56'32''$ E, 103.018 feet to a concrete nail
with brass tag by PLS 9166;
thence S $61^{\circ}00'47''$ E, 169.033 feet to a 5/8" rebar by
PLS 9166 on the northerly right of way of old U.S.
Highway 95;
thence S $27^{\circ}49'48''$ W, 85.000 feet along said right of
way to a 5/8" rebar by PLS 9166;
thence N $62^{\circ}10'12''$ W, 66.302 feet to a 5/8" rebar by
PLS 9166;
thence N $88^{\circ}34'59''$ W, 116.900 feet to a 5/8" rebar by
PLS 9166;
thence N $27^{\circ}49'48''$ E, 37.416 feet back to the Initial
Point of Beginning.

78-7392
T23N R1E S20
(No Gov Lts)



0.4 0 0.4 0.8 Miles

○ P/D & P/U
Sections
1/41/4



T. 23 N

R. 1 E

S. 20

SW SE

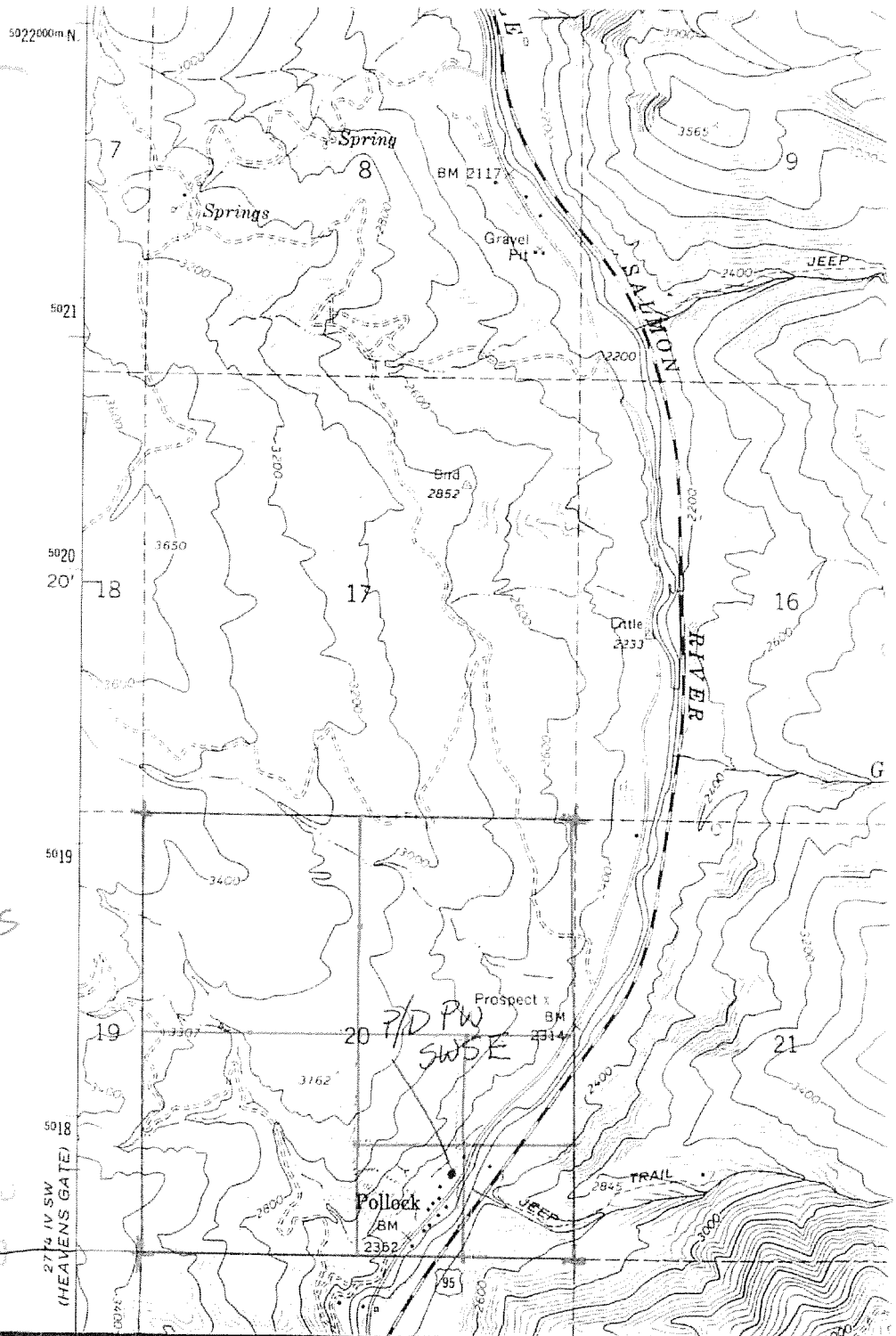
NO GOLF LOTS

DAN

1-25-99

UNRECORDED

APR 1 1999



DEAN
DEARDON

?

LITTLE SALMON

1514

10-18-61. Relinquished. removed from state highway

TOMMY/LUCILLE
TUMELSON

THIS

79'

12'

WASH
OUT

OLD HIGHWAY 95

GARY/PATTY
SOLBERG

GARY/ELIZABETH
OWEN
RP23NO1E208260A

ROY+RAYE
JENKINS

(OLD BUTLER
PROPERTY)

RECORDED

APR 14 1988