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FEB 05 2008

WATER RESOURCES
WESTERN REGION

Ms. Shurte,

Enclosed are the documents needed to transfer ownership of water rights for 61-7048. The only reference I could find to the water rights is mentioned in the signed property counter offer which I highlighted. I think the reason there is no other reference source is because the transfer is still being worked, however, as the transfer is to the property, it doesn't seem there should be an issue with me not having documentation referencing me and the recent property owner. I've attached the Property Warranty Deed, the Platt and a money order for \$25. Please call me if you need anything else. I did send a request to expedite the transfer to Mr. Lester. Thanks for all you help!



Mark Koopman
(208) 832-2042

File in Transfer file for 61-7048 - These
Changes of ownership are for the new
place of use the water is being
transferred to. So, until the transfer
is approved, we cannot process the
changes of ownership. I explained
this to Mr. Koopman during our
office day conversation.

JL
2-7-08

T. 73815

OWN. change
into - now
Koopman?

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DE✓
RECEIVED
FEB 05 2008
WATER RESOURCES
WESTERN 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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 61-7048		✓			

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

MS Jan Shurte Sold \$25.00

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 usually attached to your deed or on file with the county).

OR

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 **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)

Inter Mountain Dev. Inc.

P.O. Box 624, Mnt Home ID 83647

4. New Owner/Claimant(s)

Mark and Gennine Koopman

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

12410 W. 60th S

City, State and ZIP Code

Mountain Home ID 83647

New Telephone Number

(208) 832-2042

5. Date you acquired the property

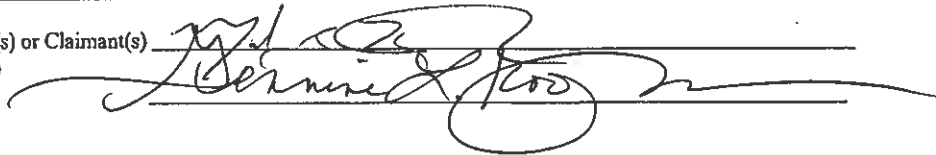
4 Dec 07

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>61-7048</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.04 cfs / 9 ac-ft/annum</u>	<u>2</u>
Stock		
Domestic		
Other		
Total	<u>.04 / 9 ac-ft</u>	

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)



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.

For Office Use Only			
Received by <u>[Signature]</u>	Date <u>Feb 5, 08</u>	Fee <u>\$25.00</u>	
Receipted by <u>[Signature]</u>	Date <u>2-5-08</u>	Receipt No. <u>W036131</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

RE-13 COUNTER OFFER, JULY, 2007 EDITION Page 1 of 1



RE- 13 COUNTER OFFER # ONE

(1, 2, 3, etc.)



REALTOR

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

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.

- 1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 11-07-2007
- 2 ADDRESS: TBD LOT 6 BLK. 1 PHEASANT RUN SUBDIVISIONS ID# 11082007
- 3 BUYER: MARK AND GENNINE KOOPMAN
- 4 SELLER: ROOD CONSTRUCTION INC.
- 5 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
- 6 ☒ 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.
- 7 ☐ 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.

- 11 1. SALE PRICE TO BE: \$79,800 (SEVENTY NINE THOUSAND NINE HUNDRED DOLLARS).
- 12 2. LINE 278 THE BLANK TO BE FILLED IN WITH THE DATE 12-07-2007.
- 13 3. BUYERS AND SELLERS UNDERSTAND AND AGREE THAT IF THEY USE ROOD CONSTRUCTION INC. TO BUILD THEIR HOME ON ABOVE MENTIONED PROPERTY WITH IN TWO YEARS AFTER THE CLOSE OF THIS PROPERTY THAT ROOD CONSTRUCTION INC. WILL DISCOUNT (REDUCE) THE FINALE SALES PRICE \$5,000 TOTAL OF NEW HOME.
- 14 4. BUYERS AND SELLERS UNDERSTAND AND AGREE THAT #3 ON THIS COUNTER OFFER ONLY APPLIES IF ROOD CONSTRUCTION INC. IS STILL BUILDING HOMES IN MOUNTAIN HOME, IDAHO AND THAT BUYERS AND ROOD CONSTRUCTION INC. CAN SUCCESSFULLY NEGOTIATE THE TERMS OF THE NEW HOME TO BE BUILT.
- 15 5. BUYERS AND SELLERS UNDERSTAND AND AGREE THAT ALL CLOSING AND TITLE WORK FOR SELLERS TO BE AT GUARANTY TITLE CO. MTN HOME IDAHO 83647. ANY ADDITIONAL COSTS FOR BUYERS TO CLOSE AT FIRST AMERICAN TITLE CO. WILL BE BUYERS EXPENSE.
- 16 6. LINE 116 THE NUMBER 15 TO BE CHANGED TO THE NUMBER 6.
- 17 7. LINES 72, 73 AND 74 TO BE NA.
- 18 8. BUYERS AGREE AND UNDERSTAND THAT IT COULD TAKE UP TO 18 MONTHS OR MORE FOR THE DEPARTMENT OF WATER RESOURCES TO COMPLETE THE TRANSFER OF WATER SHARES AND THAT IT COULD BE PROTESTED SO THAT NO WATER SHARES ARE TRANSFERRED TO BUYER.

27 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.

33 If a signed acceptance is not delivered on or before (date): 11-09-2007 at 3:00 ☐ A.M. ☒ P.M. this Counter Offer shall be deemed to have expired.

36 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.

40 SELLER [Signature] Date 11/7/07 Time 5:25 ☐ A.M. ☒ P.M.

41 SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.

42 BUYER [Signature] Date 8 Nov 07 Time _____ ☐ A.M. ☐ P.M.

43 BUYER [Signature] Date 9 Nov 07 Time 11:15 ☒ A.M. ☐ P.M.

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RE-13 COUNTER OFFER, JULY, 2007 EDITION Page 1 of 1

Company: Assist-2-Sell, Your Choice Realty
 Provided by: Ernest Thompson

S/N: PCF5-40386

Printed using software from Professional Computer Tools Co., d/07

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,
Rood Construction, Inc.

organized and existing under the laws of the State of Idaho, with its principal office at
East Mtn Home, ID 83647 of County of Elmore

,a corporation
585 North 3rd
State of Idaho

GRANTOR, hereby GRANT, BARGAIN, SELL and CONVEY unto
Mark S. Koopman and Gennine L. Koopman, husband and wife

Grantee(S), whose current address is: NNA Hamilton Rd.
the following described real property in Elmore
more particularly described as follows, to wit:

Mountain Home, Id 83647
County, State of Idaho,

Lot 6, Block 1, Pheasant Run Subdivision, Mountain Home, Elmore County, Idaho,
according to the official plat thereof on file and of record in the office of
the County Recorder of Elmore County, Idaho; and Amended by Affidavit of
Correction, recorded March 23, 2005, as Instrument No. 364659, records of
Elmore County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this
3rd day of December, in the year of 2007.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this
3rd day of December, in the year of 2007.

Rood Construction, Inc.

Corporate Name

By

Eric C. Rood

PRESIDENT

Attest:

SECRETARY

ACKNOWLEDGEMENT-Corporate

STATE OF Idaho, County of Elmore, ss.

On this 3rd day of December

in the year of 2007, before me, the undersigned, a Notary Public in

and for said State, personally appeared

Eric C. Rood

known or identified to me to be the President of the

corporation that executed the instrument or the person (s) who executed

the instrument on behalf of said corporation, and acknowledged to me that

such corporation executed the same.

Signature:

Name:

Residing at:

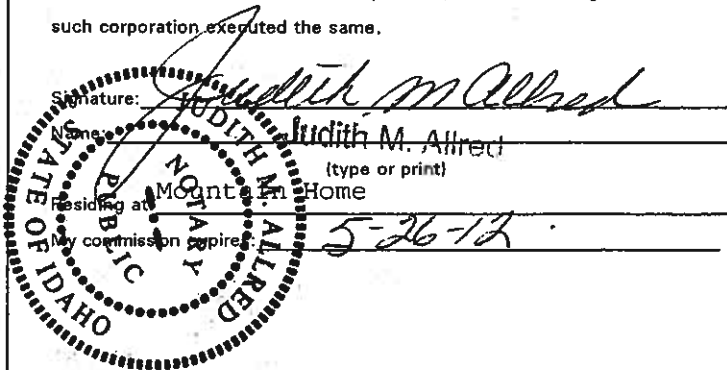
My commission expires:

Judith M. Allred

(type or print)

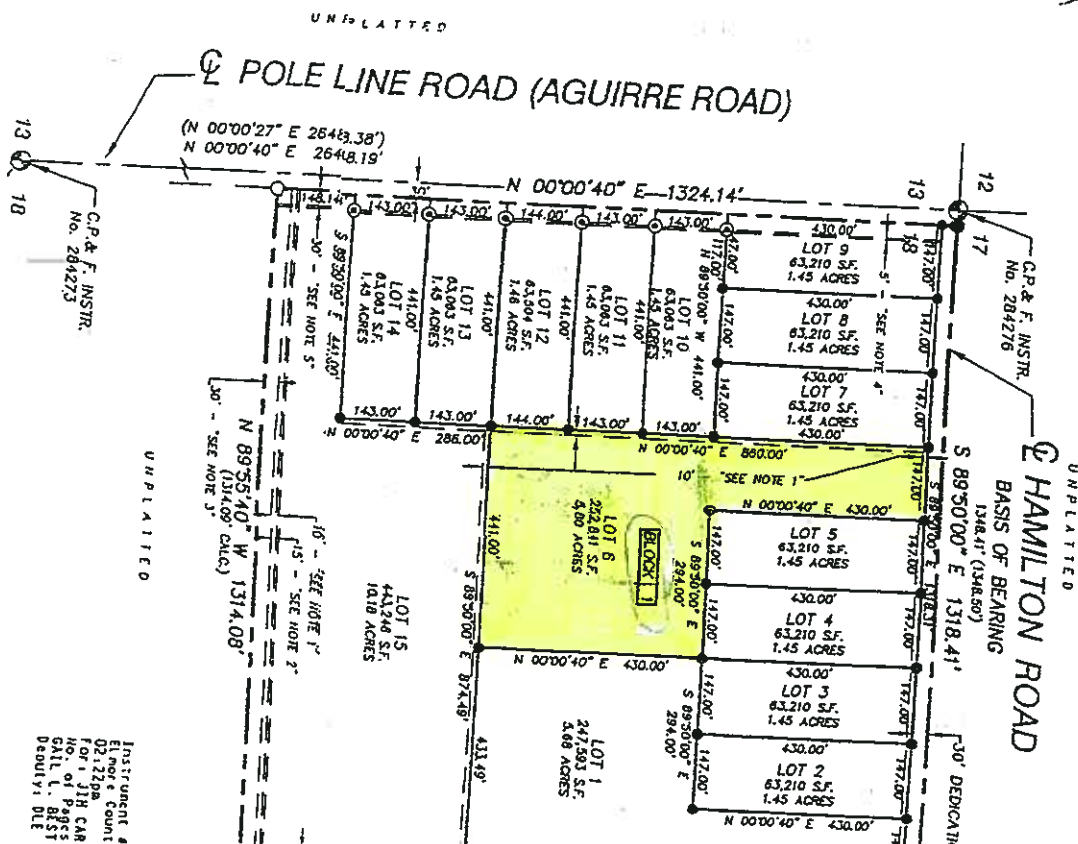
Mountain Home

5-26-12



62

BOUNDARY LINE
PUBLIC RIGHT-OF-WAY LINE
EASEMENT
CENTER LINE
PROPOSED LOT LINE
FOUND ALUMINUM CAP
SET 5/8"x30" STEEL PIN WITH CAP WIRE PLS 8793
WITNESS CORNER SET 5/8" X 30" STEEL PIN
WITH CAP WIRE PLS 8793
SET 1/2"x30" STEEL PIN WITH CAP WIRE PLS 8793
FOUND 5/8" STEEL PIN



Instrument &
Elmore Count
02:22pm
For: JH CAR
No. of Pages
GALL L. 81ST
Deputy: DLE

Idaho Department of Water Resources Receipt

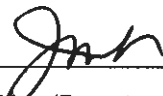
Receipt ID: W036131

Payment Amount	\$25.00	Date Received	2/5/08 1:44	Region	WESTERN
Payment Type	Money Order	Check Number	57121179060		
Payer	KOOPMAN, MARK				

Comments CHANGE OF OWNERSHIP 61-7048

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	62140	1155



Signature Line (Department Representative)