

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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)
PD 85-10591					

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)

WILLIAM J SCHUMACHER AND
 SHELLI K. SCHUMACHER, COTTONWOOD ID. 83522

- ✓4. ✓ New Owner/Claimant(s)

THOMAS and SHIRLEY BOWER

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

- ✓ New Mailing Address

Box 366

- ✓ City, State and ZIP Code

COTTONWOOD ID 83522

- ✓ New Telephone Number

(208) 962-7101 OR

208 962-3251

9-11-89

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) Tom A Bower (title if applicable)
Shirley M. Bower (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 [Signature]Date 5/14/07Receipt Amt. \$25⁰⁰Receipted by [Signature]Date 5/14/07Receipt No. N018355Processed by AJDate WR Date

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 85-10591

WATER RIGHT NUMBER: 85-10591

Owner Type Name and Address

Current Owner WILLIAM SCHUMACHER
 BOX 152
 COTTONWOOD, ID 83522
 (208)962-3138

Current Owner SHELLI SCHUMACHER
 PO BOX 152
 COTTONWOOD, ID 83522
 (208)962-3138

Priority Date: 03/10/1961

Basis: Decreed

Status: Active

Source
SPRINGTributary
SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.010 CFS	
	<u>Total Diversion:</u>	0.010 CFS	

Location of Point(s) of Diversion

SPRING L2 (NW1/4SW1/4NW1/4) Sec. 7, Twp 31N, Rge 01E, B.M. IDAHO County

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
31N	01E	7								X									
										L2									

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. PARCEL NO. C0020004001A STOCKWATER, 15 HEAD
4. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:Comments:

1. ENORQUES 9/24/1998 COPIED FROM REMARKS

Comment: PARCEL NO. C0020004001A PROPERTY ALSO KNOWN AS COTTONWOOD BROWN'S, BLOCK 4, LOTS 2 AND 3.

Dates and Other Information:

Licensed Date:

Decreed Date: 12/29/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number: 39576

Judicial District: FIFTH

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

349776

WARRANTY DEED

COMPUTER ☒
 INDEXED ☒
 TRACTED ☒
 FILMED ☒
 ASSESSOR ☒

FOR VALUE RECEIVED, WILLIAM J. SCHUMACHER and SHELLI K. SCHUMACHER, husband and wife of Cottonwood, Idaho 83522, as GRANTORS, do hereby grant, bargain, sell and convey unto THOMAS A. BOWER and SHIRLEY M. BOWER, husband and wife of POB 366, Cottonwood, Idaho 83522, as GRANTEEES, the following described premises, situate in Idaho County, Idaho, to-wit:

Township 31 North, Range 1 E.B.M., Idaho County, Idaho

Section 7: Part of Lot 2, described as follows: Beginning at the NW corner of said Lot 2; thence East 273 feet; thence South 452 feet; thence West 273 feet; thence North 452 feet to the point of beginning.

SUBJECT TO easements and encumbrances of record and the printed and typed exceptions on a standard title policy.

TO HAVE AND TO HOLD the premises, with their appurtenances unto the GRANTEEES, their agents and assigns forever, and the GRANTORS do hereby covenant to and with the GRANTEEES that the GRANTORS are the owner in fee simple of the premises; that the premises is free from all encumbrances, except as noted above, that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 11th day of September, 1989.

William J. Schumacher
 WILLIAM J. SCHUMACHER

Shelli K. Schumacher
 SHELLI K. SCHUMACHER

STATE OF IDAHO) ss.
 County of Idaho)

On this 11th day of September, 1989, before me a Notary Public, in and for the said state, personally appeared WILLIAM J. SCHUMACHER and SHELLI K. SCHUMACHER, known or identified to me (or proved to me on oath of _____) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(NOTARY SEAL)

Virgil V. Schumacher
 Notary Public, State of IDAHO,
 Residing at Cottonwood, therein.
 My Commission expires: 8/20/93

Filed and recorded at the request of Idaho Title Co
 at 11:08 o'clock A M this 12 day of Sept 1989

By Louise Lee Horgan
 Deputy

ROSE E. GEHRING

Ex-Officio Auditor and Recorder
 Idaho County, Idaho

Fee \$ 3.00

WARRANTY DEED

Michael P. Wasko
 Attorney at Law
 Nezperce, Idaho

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Cottonwood, Idaho August 21, 1989

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in

County of Idaho
State of Idaho, commonly known as Ball and Shellie Schumacher property
legally described as: Lot # 101 in Section 7 Twp 31 N, Range 12 E B. M.

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Eight Thousand DOLLARS (\$ 8,000.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of _____ Dollars (\$ _____)

evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or _____ paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Central Idaho Agency Inc. for the benefit of the parties hereto, and L. A. Kautner (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: Balance to be paid in cash at time of closing
Closing date on or before September 11-1989. Attorney fees for preparation
of documents to be split equally

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of August 25th. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. 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 Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that _____ Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Central Idaho Agency Inc. is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be _____

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before Sept 11-1989, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves of liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of Sept 11-1989 except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: Buyers have inspected property
and know that a spring in this property is used by a neighbor. Therefore,
is being sold as is with no warranties or representation by seller or agent

9. The following items of property now on the premises are specifically excluded from the sale:

The following items of personal property are specifically included in the sale:

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: Central Idaho Agency Inc.

Thomas H. Bower

Shirley M. Bower

Selling Agency: Central Idaho Agency Inc.

By Harold F. Schumacher
Buyer's Address Box 366 Cottonwood Idaho

Buyer's Phone 208-962-7101

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agree to pay a commission of _____% of selling price to the above named broker(s) for services. DOLLARS (\$ _____)



**Chicago Title Insurance
Company of Idaho**

POLICY OF TITLE INSURANCE

13 0798 93 000456

CHICAGO TITLE INSURANCE COMPANY OF IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF IDAHO, an Idaho corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

CHICAGO TITLE INSURANCE COMPANY OF IDAHO

By:

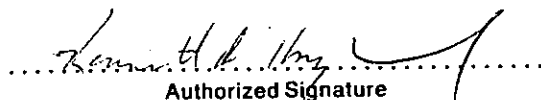
Issued by:
IDAHO COUNTY
TITLE COMPANY, INC.
319 West Main Street
Grangeville, Idaho 83530


President



By:


Secretary


Authorized Signature

ALTA OWNER'S POLICY (10-21-87)

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
6808	13 0798 93 000456	September 12, 1989	\$ 8,000.00	\$ 140.00

1. Name of Insured: THOMAS A. BOWER and SHIRLEY M. BOWER

2. The estate or interest in the land which is covered by this Policy is: fee simple

3. Title to the estate or interest in the land is vested in: THOMAS A. BOWER and SHIRLEY M. BOWER, husband and wife

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
 Deed of Trust to secure an indebtedness of the amount herein stated
 and any other amounts payable under the terms thereof, records of Idaho
 County, Idaho,
 Amount: \$8,000.00
 Dated: September 11, 1989
 Recorded: September 12, 1989
 Instrument No.: 349777
 Grantor: THOMAS A. BOWER and SHIRLEY M. BOWER, husband and wife
 Trustee: Idaho County Title Company, Inc.
 and the mortgages or trust deeds, if any, shown in Schedule B hereof.
 Beneficiary: THE COTTONWOOD COMMUNITY FEDERAL CREDIT UNION

5. The land referred to in this Policy is described as follows:
 The following property situate in Idaho County, Idaho, to-wit:
 Part of Lot 2, Section 7, Township 31 North, Range 1 East, Boise
 Meridian, Idaho County, Idaho, described as:
 Beginning at the Northwest corner of said Lot 2;
 thence East 273 feet;
 thence South 452 feet;
 thence West 273 feet;
 thence North 452 feet to the point of beginning.