

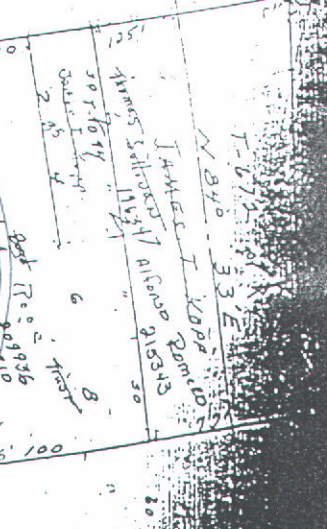
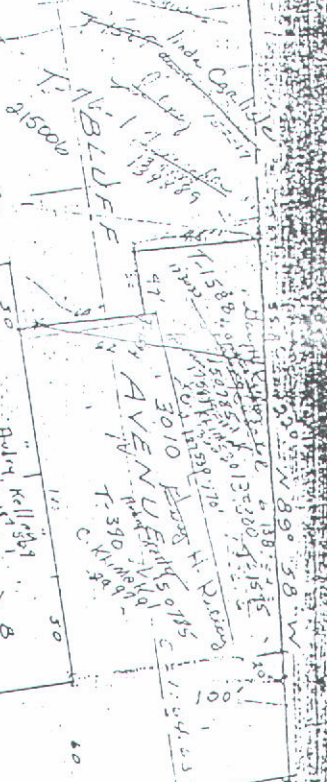
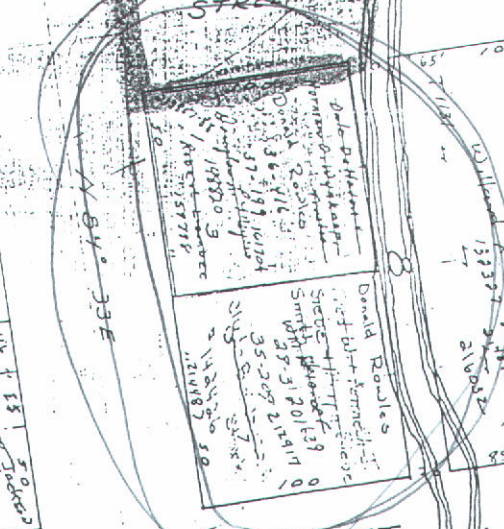
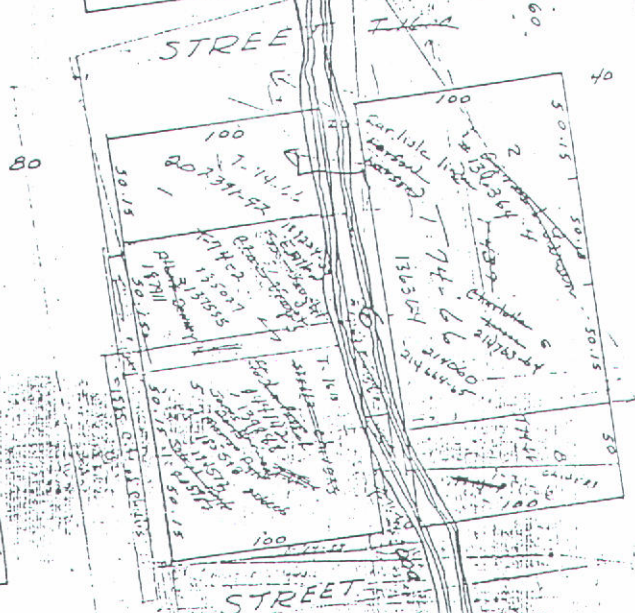
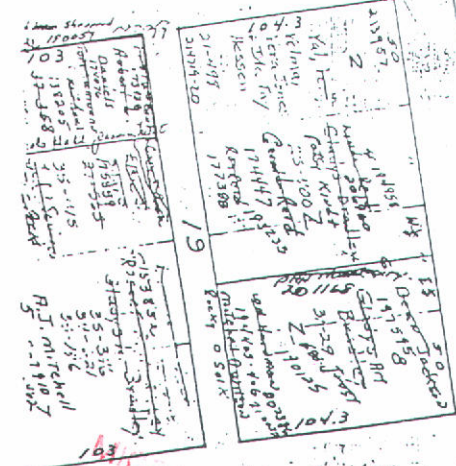
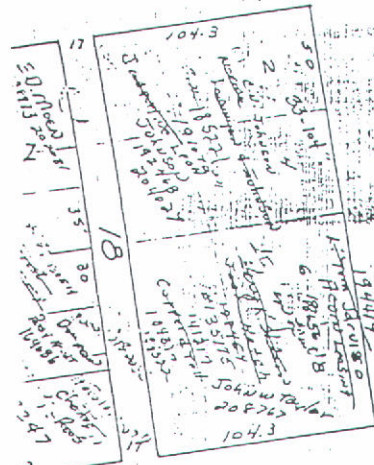
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OCT 27 1999

Department of Water Resources
Southern Region

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MAR 27 2000

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

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OCT 27 1999

Department of Water Resources
Snake River Basin

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

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FEB 18 2000

Department of Water Resources

1. Water Right No(s).: 72-00060

Adjudication Claim No(s).: _____

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former
Owner/ClaimantJUDY LISONBEEROBERT LISONBEE

4. New Owner/Claimant(s)

DONALD R ROWLES - BONNIE ROWLESName Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

PO BOX 1087

City, State and ZIP Code

CHALLIS, ID 83226

New Telephone Number

(208) 879-5021

5. Date you acquired the property _____

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner
or Claimant(s)Donald Rowles
Bonnie Rowles

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

INSTRUCTIONS

This form has been prepared to assist new owners of property comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

REAL ESTATE SALES CONTRACT

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OCT 27 1999

**Department of Water Resources
Southern Region**

SELLERS

**ROBERT L. LISONBEE and
JUDY LISONBEE,
369 E. Center
Shelley, Idaho 83274**

PURCHASERS

**DONALD ROWLES and
BONNIE GLENN
2620 W. Pueblo Avenue
Napa, California 94558**

Date: May 1, 1996

THIS AGREEMENT, executed in triplicate this 23rd day of May, 1996, by and between ROBERT L. LISONBEE AND JUDY LISONBEE, husband and wife, whose address is 369 E. Center, Shelley, Idaho 83274, as Parties of the First Part, hereinafter designated as the Sellers, and DONALD ROWLES AND BONNIE GLENN, of 2620 W. Pueblo Avenue, Napa, California 94558, as Parties of the Second Part, hereinafter designated as the Purchasers;

WITNESSETH:

The Sellers, in consideration of the covenants hereinafter contained on the part of the Purchasers, hereby sell and agree to convey to the Purchasers by Warranty Deed, conveying a good and clear title to the same in fee simple, free and clear of all encumbrances, excepting any that may have attached by reason of any act or acts on the part of the Purchasers, and excepting any to which this agreement is expressly made subject, the following described real property located in Challis, Custer County, State of Idaho, to-wit:

Lots 1 and 3, Block 8, Challis Original Townsite, Custer County, Idaho, according to the official plat thereof, now on file in the office of the said County Recorder

REAL ESTATE SALE CONTRACT - 1

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Purchasers, in consideration of the premises, covenant with the Sellers as follows:

a. To pay to the Sellers the sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00), lawful money of the United States, as and for the purchase price of said real property in the manner as follows:

(1) The sum of TEN THOUSAND DOLLARS (\$10,000.00) as down payment, payable \$650.00 on May 3, 1996, and the balance of \$9,350.00 on June 1, 1996, or closing, whichever first occurs.

(2) The sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), together with interest thereon commencing on May 1, 1996, at the rate of ten percent (10%) per annum, payable in equal monthly installments of SIX HUNDRED FIFTY DOLLARS (\$650.00) per month, commencing on the 1st day of June, 1996, and continuing on the first day of each month thereafter until June 1, 1997 when the full remaining balance of principal and interest shall be due. Payments as received shall be first applied to accrued interest and the balance to the reduction of principal. The Purchasers shall have the right to prepay any or all amounts of principal at any time. Payments hereunder shall be made to the Seller at an addresses to be provided by Seller to Purchaser in writing.

b. To pay all taxes and assessments on or assessed against the premises from and after the 1st day of June, 1996.

c. Purchasers agree to insure the premises and keep said premises insured for the full insurable value of the premises, or for the balance due on the contract, whichever is the lesser, for loss by fire or other unavoidable casualty, or loss by cause covered by extended coverage. The loss payable clause shall be made to the parties as their interests may appear. Purchasers shall cause a duplicate certificate of insurance or statement of insurance to be provided to the Sellers and shall cause a duplicate certificate of insurance or statement of insurance to be issued with a clause stating that such insurance may not be cancelled or terminated except upon at least thirty (30) days written notice to the Sellers. Upon any loss occurring, should the Purchasers desire to use the proceeds of

REAL ESTATE SALE CONTRACT - 2

MILWAUKEE

insurance to replace or repair any damaged or destroyed property, the same shall be available to the Purchasers for such use to the extent of such insurance, but should any portion of the insurance proceeds not be used in such manner, then all of such insurance proceeds not so used shall be paid and retained by the Sellers in a reduction of the balance due on the contract.

d. ~~Not to suffer or commit any mechanic's or materialman's liens or other~~ liens to attach to or be against the premises.

e. To take reasonable care of the property and to keep the same and all improvements thereon, ~~including but not necessarily limited to; the walkways, patio and lawn areas, parking pad, and driveway in as good a condition as the same now are,~~ reasonable wear and tear excepting during the term of this agreement.

f. The Purchasers have examined the above described premises and accept the same in the condition as the same are now in. It is expressly understood that this sale is in an "AS IS" condition; there are no express or implied warranties not herein expressed.

g. To comply with all existing and future zoning, set-back, or other rules, regulations, or ordinances of the City of Challis, County of Custer, Idaho, with reference to said property or with reference to any improvement placed on said property.

h. Purchasers intend to remodel and improve the structure located on the premises, but agree that in the event of default they will restore the property to its condition at the time of closing.

2. The Sellers, in consideration of the premises, covenant and agree with the Purchasers as follows:

a. To give to the Purchasers possession of the premises herein sold and agreed to be conveyed on or before June 1, 1996. The parties understand that Sellers are presently storing some personal effects at the premises which Sellers shall remove within ten (10) days of closing.

b. To pay all taxes and assessments due or assessed against the premises for the year 1995 and prior thereto and to pay when due the 1996 real property taxes for taxes accrued to June 1, 1996. Taxes accruing after June 1, 1996, shall be paid by Purchasers.

c. Upon receipt of final payment hereunder, the Sellers shall execute and deliver or cause to be executed and delivered a good and sufficient Warranty Deed to the Purchasers of the premises herein sold and agreed to be conveyed, conveying the same in fee simple, free and clear of all encumbrances, excepting any to which this agreement is expressly made subject, and those of record or use any that may have attached by reason of any act or acts of the Purchasers.

d. The Sellers agree to provide, at its sole cost and expense, an owner's policy of title insurance to the Purchasers at the time of final payment. The parties will share equally all other closing and recording costs.

3. It is understood that the existing FHA guaranteed loan on the premises will be paid timely by Sellers during the term of this Agreement.

4. It is understood and agreed that this Agreement is made upon the express condition that time and punctuality of payments and performance of the conditions of this contract are of the essence and are a material part of this contract, and if default should be made in the payment of any part of the principal and interest due hereunder for a period of fifteen (15) days then a FIFTY DOLLARS (\$50.00) late penalty shall be assessed against the Purchaser which immediately becomes due and payable. Additionally, if a default in payments under this contract remains uncured for a period of fifteen (15) days after notice in writing is given, personally or by mail, by the Sellers to the Purchasers of in the event of a default in their performance of any of the covenants contained herein remaining for a period of fifteen (15) days after notice in writing is given as herein provided, then at the option of the Sellers, the Sellers shall have the right to terminate this agreement and in the event of such termination, all payments made by the Purchasers shall be retained by the Sellers as liquidated damages for the breach of this agreement by the Purchasers and the Sellers shall have the right to re-enter and take possession of the premises and shall be reinvested with the title, free from all rights and claims of the Purchasers in the premises. In the event the Sellers shall retake possession pursuant to the terms of this paragraph, the Purchasers shall remain liable to the Sellers for any and all delinquent payments to the date of repossession and for the cost of replacing, repairing, or restoring any of the improvements to the property to the condition they were in at the time of the contract. In the alternative

and in the event the Sellers do not declare a termination of this agreement as herein provided, Sellers shall have the right to declare the entire balance of the purchase price as hereinabove set forth, as immediately due and payable at the time the Purchasers fail to comply with any of the terms, conditions, and stipulations of this contract, and may bring suit against the Purchasers for such unpaid principal and interest.

As a further alternative, at the Sellers' discretion, and in the event of a default under the terms and conditions hereof, the Sellers may, at their discretion, retake possession of the premises and remove the Purchasers therefrom and the Purchasers agree and covenant to remove themselves from the possession of the premises upon notice of default and request to do so by the Sellers; that the Sellers may rent the premises for the benefit of the Purchasers and shall take all proceeds and apply the same to the expense of operation and apply the balance, if any, to interest and principal due upon the purchase price of the Purchasers under this contract.

5. The terms and conditions of this contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

6. Attorneys fees and costs incurred in the preparation of this contract in the sum of \$300.00 shall be paid by the Purchaser. Purchaser acknowledges that the law firm of Anderson Nelson Hall Smith, P.A., has represented the Seller in this transaction and has not advised or represented the Purchaser.

7. In the event an action is brought to enforce any of the terms and conditions of this agreement, the successful party to such action shall be entitled to recover from the losing party a reasonable attorney fee incurred therein, together with other costs as may be by law authorized.

8. Closing shall occur at Custer County Title, Inc., 8th and Main, Challis, Idaho 83226 on June 1, 1996, or at such other time and place as the parties may agree.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLERS

Robert L. Lisonbee
ROBERT L. LISONBEE

Judy Lisonbee
JUDY LISONBEE

PURCHASERS

Donald Rowles
DONALD ROWLES

Bonnie Glenn
BONNIE GLENN

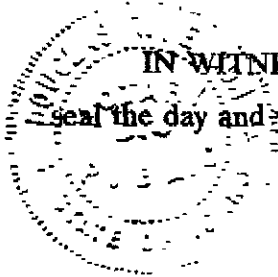
STATE OF IDAHO)

ss.

County of BONNEVILLE)

On this 24th day of May, 1996, before me the undersigned, a Notary Public for Idaho, personally appeared ROBERT L. LISONBEE and JUDY LISONBEE, known to me to be the persons whose names are subscribed to the within 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 above written.



Douglas R. Nelson

Notary Public for the State of Idaho

Residing at Idaho Falls

My Commission Expires: 3-14-99

REAL ESTATE SALE CONTRACT - 7

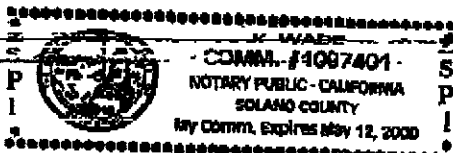
STATE OF CALIFORNIA)

:SS.

County of SOLANO)

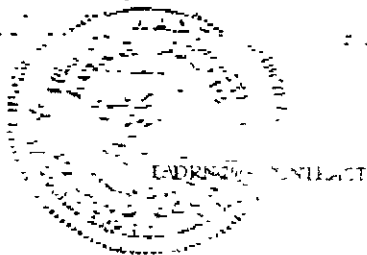
On this 23rd day of May, 1996, before me the undersigned, a Notary Public for Idaho, personally appeared DONALD ROWLES and BONNIE GLENN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



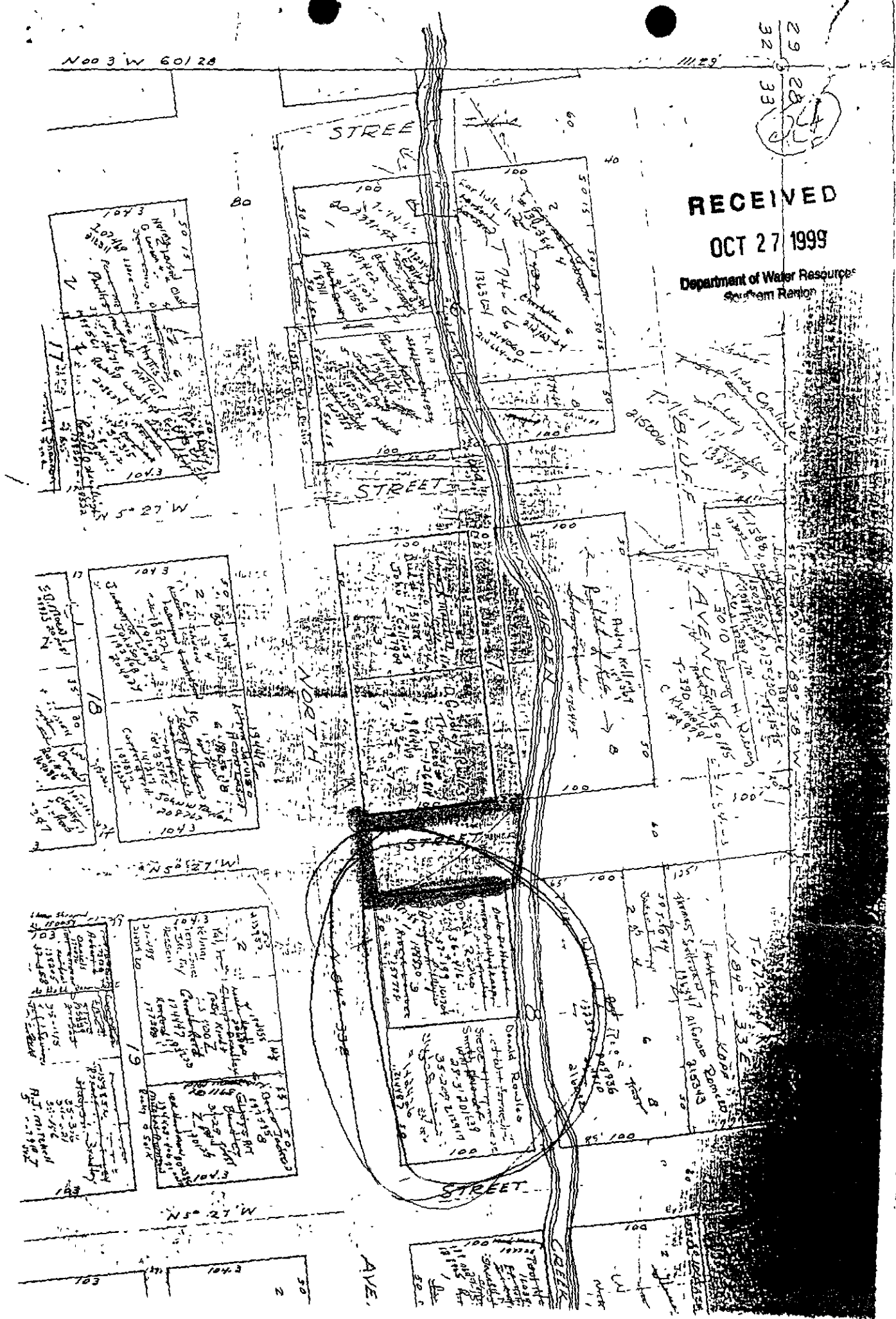
W. Wade

Notary Public for the State of



REAL ESTATE SALE CONTRACT - 8

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OCT 27 1999
Department of Water Resources
Southern Region



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO 1997 OCT -3 PM 1:42
I.R.C.P. 54(b) FOR
Water Right 72-00060

DISTRICT COURT-SRBA
TWIN FALLS, IDAHO

NAME & ADDRESS: JUDY LISONBEE
ROBERT L LISONBEE
PO BOX 1159
CHALLIS ID 83226

SOURCE: GARDEN CREEK TRIBUTARY: SALMON RIVER

QUANTITY: 0.02 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/15/1888

POINT OF DIVERSION: T14N R19E S33 NWNNW Within CUSTER County

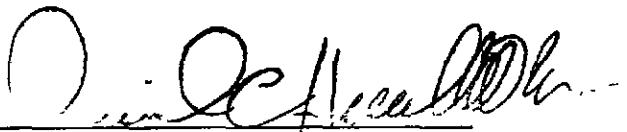
PURPOSE AND			
PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC LAWN & GARDEN	Irrigation Season	0.02 CFS

PLACE OF USE: DOMESTIC Within CUSTER County
T14N R19E S33 NWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

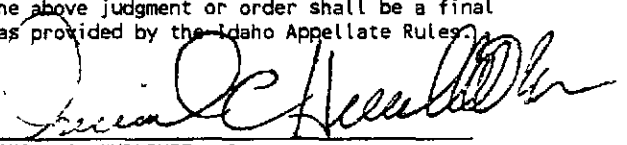
DATED: OCT - 3 1997


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

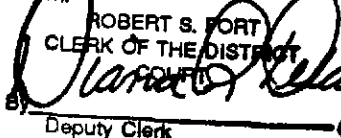
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

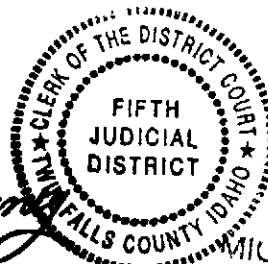
DATED: OCT - 3 1997


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 72-00060

State of Idaho
County of Twin Falls ss,
I hereby certify the foregoing to be a
full, true and correct copy of the
original on file in the above entitled
action.

ROBERT S. FORT
CLERK OF THE DISTRICT
COURT
By 
Deputy Clerk



PAGE 1
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MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 18, 2003

DONALD ROWLES
BONNIE GLENN
PO BOX 1087
CHALLIS ID 83226

RE: Change of Ownership for Water Right 72-60

Dear Water Right Holder(s):

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

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

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

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MAILED 10-18-03

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CHALLIS
CREEK
RANCH

RECEIVED

OCT 27 1999

Department of Water Resources
Southern Region

October 19, 1999

RECEIVED

FEB 18 2000

Department of Water Resources

Don and Bonnie Rowles
P. O. Box 1087
Challis ID 83226-1087

Dear Bonnie and Don

As I explained to Bonnie in our telephone conversation earlier today, I was in Twin Falls yesterday and among other things, spent time at the Idaho Department of Water Resources. I was advised by Mr. Kelly Christensen, Senior Water Resource Agent, that the water right you claimed to be yours, Water Right No. 72-00060, is, in fact, still in the names of and thus owned by Robert L. and Judy Lisonbee. I have enclosed a copy herewith

Also enclosed is an IDWR Notice Of Change Of Water Right Ownership form. Again as I explained, this form needs to be completed (all instructions are on the reverse side) and submitted to IDWR to have this right put in your names. Once done this should clear up the matter and end any further confusion

If you have any questions and/or I can be of further assistance, please let me know

Sincerely,



J. R. Challis
Watermaster
Water District 72-B, Garden Creek

cc: Kelly Christensen, IDWR - Twin Falls

cc: Robert Andrews, Secretary/Treasurer, Water District 72-B, Garden Creek

GARDEN CR WATER DIST

72-13

Box 1153

CHALLIS, ID. 83226

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OCT 27 1999

Department of Water Resources
Southern Region

72-0060

Don Rowles

pd Jan 16 97

YOUR SHARE OF THE 1997
BUDGET IS \$20⁰⁰. PLEASE
REMIT AS SOON AS POSSIBLE.
IF YOU HAVE ANY QUESTIONS
CONTACT BOB ANDREWS AT
877-562-6111

THANK YOU

Bob Andrews

RECEIVED

FEB 18 2000

Department of Water Resources