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Documents
In File

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

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MAR 16 2001

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
7810101					

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Department of Water Resources

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 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)

EVA H. ARMACOST DENNING
14341 HWY 44, CALDWELL, ID 83607

4. New Owner/Claimant(s)

ELLABETH H. ROGERS

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

New Mailing Address

P.O. Box 648

City, State and ZIP Code

NEW MEADOWS, ID 83654

New Telephone Number

(208) 347-2306

5. Date you acquired the property

OCTOBER 27, 2000

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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		
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		

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) Elizabeth H. Rogers by Elizabeth A. Thorndyke, her attorney in fact.
(include title if applicable) ELIZABETH H. ROGERS, by ELIZABETH A. THORNDYKE,
her attorney in fact

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 J. Masi Date 5-8-01 Fee \$25.00
Received by J. Masi Date 5-8-01 Receipt No. C053529
Processed by J. Masi AJ Date 5-8-01 WR Date

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SCHEDULE A

File No. 100-00-500

Policy No. CW-3232404

Amount of Insurance \$58,700.00

Premium \$263.45

Includes End. 8.1,100,116

Simultaneous J-1255426

Inspection fee: \$20.00

Date of Policy: November 2, 2000 at 10:54 a.m.

COPY

1. Name of Insured:

OLD KENT MORTGAGE COMPANY,
its successors and/or assigns as their interest may appear

2. The estate or interest in the land which is covered by the policy is fee simple.

3. Title to the estate or interest in the land is vested in

ELLABETH H. ROGERS, a single woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

DEED OF TRUST dated October 24, 2000 to secure an
indebtedness in the principal sum of \$58,700.00

Recorded: October 31, 2000 as Instr. No. 98908

Re-recorded: November 2, 2000 as Instr. No. 98921

Grantor: ELLABETH H. ROGERS, an unmarried woman

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY,
A California corporation

Beneficiary: OLD KENT MORTGAGE COMPANY

5. The land referred to in this policy is described as follows:

Township 19 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 28: A parcel of land situated in the SE1/4NW1/4 more particularly described as follows:
Commencing at a 5/8" rebar marking the Center 1/4 corner of Section 28, T19NR2EBM, Adams County, Idaho;

Thence North 00° 48'56" West 140.46 feet along the East boundary of said SE1/4NW1/4 to a 1/2" rebar on the North right-of-way of State Highway 55, the REAL POINT OF BEGINNING;

Thence 271.34 feet along a non-tangent curve to the right whose long chord bears South 74° 25'21" West 271.10 feet, whose delta angle is 08° 18'49" and radius is 1870.00 feet along said right-of-way to a 1/2" rebar;

Thence North 00° 30'08" East 36.68 feet to a 1/2" rebar;

Thence North 14° 43'55" West 25.63 feet to a 1/2" rebar;

Thence North 00° 30'08" East 106.04 feet to a 1/2" rebar;

Thence 276.28 feet along a non-tangent curve to the left whose long chord bears North 72° 59'46" East 275.98 feet, whose delta angle is 09° 17'04" and radius is 1705.00 feet to a 1/2" rebar on the East boundary of said SE1/4NW1/4;

Thence South 00° 48'56" East 175.42 feet to the REAL POINT OF BEGINNING.

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part I

1. GENERAL TAXES AND ASSESSMENTS
2000: first half due December 20, 2000
second half due June 20, 2001
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof, (c) water rights, claims, or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
3. TERMS AND CONDITIONS of deed recorded November 5, 1929 in Book 3 Misc. page 200.

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SCHEDULE B

Part II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

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ENDORSEMENT
ached to Policy No. CW-323 14
Order No. 100-00-500

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: None

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

BY


ASSISTANT SECRETARY

(Environmental Protection Lien - to accompany FA FORM 8.1
only ALTA Loan Policies as revised (10/17/70 and 10/17/84)
(3/27/87)

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Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the Insured shall sustain by reason of any of the following matters:

1. The existence of any of the following:
 - (a) Covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) Present violations on the land of any enforceable covenants, conditions, or restrictions;
 - (c) Except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures, or improvements located on adjoining lands.
2.
 - (a) Any future violations on the land of any covenants conditions, or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the Insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
 - (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the Insured, of any covenants, conditions or restrictions.

3. Damage to existing improvements, including lawns, shrubbery or trees.
- (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved.
 - (b) resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

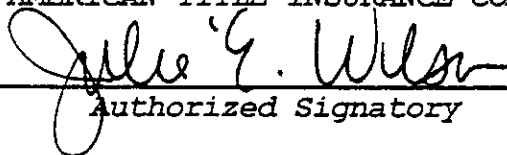
Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY


Authorized Signatory

CLTA Form 100 (Revised 6-14-96)

ALTA-Lender

FA100(1/00)

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SEP 28 2001

ENDORSEMENT

Attached to Policy No. CW-3232404
Order No. 100-00-500
Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a single family residence known as

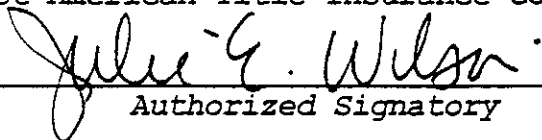
3354 State Highway 55, New Meadows, ID 83654

to be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

By


Authorized Signatory

CLTA Form 116 (Rev. 6-14-96)
ALTA - Lender

FA 116 (1/00)

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SEP 15 2001



POLICY OF TITLE INSURANCE



TIMBERLINE TITLE & ESCROW
P.O. Box 6
204 Illinois Avenue
Council, ID 83612
(208) 253-6886
Fax: (208) 253-6887

Agent for:

First American Title Insurance Company

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

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

Countersigned

Julie E. Wilson
First American Title Insurance Company

BY

Gary L. Keruett

PRESIDENT

ATTEST

Mark R. Arnesen

SECRETARY

CW 3232404

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SEP 26 2004

COPY

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That I, Elizabeth H. Rogers
have made, constituted, and appointed, and by these presents do make, constitute and appoint ELIZABETH
A. THORNDYKE, of New Meadows, true and lawful attorney for and in my name, place and stead,
and for her use and benefit as follows:

All added signing on 3354 Hwy 95, New Meadows, ID
83654

See attached legal.

to sign, seal, execute, deliver and acknowledge such instruments in writing of whatever kind and
nature as may be necessary or proper in the premises.

Giving and granting unto said attorney full power and authority to do and perform all and
every act and thing whatsoever requisite and necessary to be done in and about the above stated
premises, as fully to all intents and purposes as the signer might or could do if personally present, and
hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done in the above
stated premises by virtue of these presents.

IN WITNESS WHEREOF, Elizabeth H. Rogers has hereunto set her hand and seal on
the 20 day of Sept, 1997 2000.

Elizabeth H. Rogers

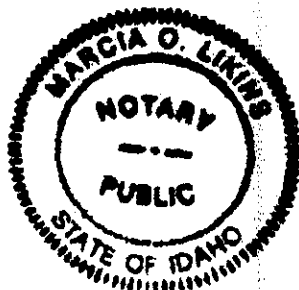
STATE OF)

: ss.

COUNTY OF)

On this 20th day of Sept, 1997 2000 before me, MARCIA O. LUKINS personally appeared
ELIZABETH H. ROGERS, known or identified to me to be the person(s) whose name is
subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)



Marcia O. Lukins
Notary Public State of
Residing at McCall
Commission Expires: 8/30/2005

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SEP 25 2001

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 78-10101

NAME AND ADDRESS: EVA H ARMACOST DENNING
211 N PARMA RD APT 26
PARMA, ID 83660-5965

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 07/01/1938

POINT OF DIVERSION: T19N R02E S28 SESENW Within Adams County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 2 HOMES	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic T19N R02E S28 SENW Within Adams County

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.

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. I.C. SECTION 42-1412(6).

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.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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SEP 15 2001



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

August 21, 2001

ELLABETH H ROGERS
PO BOX 648
NEW MEADOWS ID 83654

RE: Change of Ownership for Water Right 78-10101

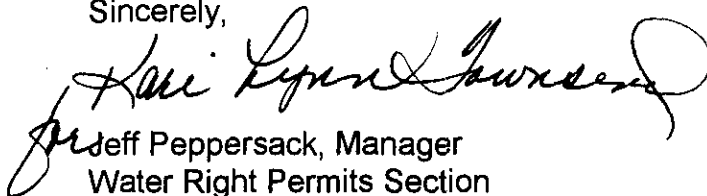
Dear Water Right Holder(s):

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. Also enclosed is a receipt for the \$25.00 filing fee.

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,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

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SEP 25 2001



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

April 27, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ELLABETH H ROGERS
PO BOX 648
NEW MEADOWS ID 83654

RE: Change of Ownership for Decreed Water Right 78-10101

Dear Ms. Rogers:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ **Filing Fee** of \$25 per water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be \$25.00.

Because the Department cannot process the ownership change without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

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