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## STATE OF IDAHO

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

JAN 10 2001

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

Department of Water Resources

1. Water Right No(s): 75-10039 - partial decree

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Adjudication Claim No(s): \_\_\_\_\_

NOV 30 2000

2. The following **REQUIRED** information must be submitted with this form:Department of Water Resources  
Eastern RegionA. 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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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/ClaimantClara L. Johnson

4. New Owner/Claimant(s)

Route 1 Box 1828 Salmon ID 83467Gwen HeidemannName Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

232 Hwy 93 South

City, State and ZIP Code

Salmon ID 83467

New Telephone Number

(208) 756-2453

5. Date you acquired the property

8-996. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right \_\_\_\_\_ Number and type of stock \_\_\_\_\_

Diversion rate in CFS \_\_\_\_\_ Number of homes you acquired \_\_\_\_\_ Other uses \_\_\_\_\_

7. Signature of New Owner(s)  
or Claimant(s)Gwen Heidemann

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.

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SEP 25 2001

Receipt #C 051818

1.10.01 \$25.00

J. Meier

## INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to 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 portion of the water right: include the number of homes you acquired, number of acres irrigated with your portion of the right, if it is more than 1/2 acre, type and number of stock if your portion of the right includes 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 Northern Region**  
1910 Northwest Blvd., Suite 210  
Coeur d'Alene, ID 83814-2615  
(208) 769-1450

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

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

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# ALLIANCE

TITLE & ESCROW CORP.

JAN 10 2001

## LETTER OF CLOSING INSTRUCTIONS TO ALLIANCE TITLE & ESCROW

Department of Water Resources

ESCROW NO. E-3038-LMS

DATE: July 21, 1999

We, the undersigned, hereby instruct ALLIANCE TITLE & ESCROW hereinafter referred to as the "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instruction and information:

The parties have entered into a contract for the purchase and sale of the subject property entitled, SALE AGREEMENT dated JUNE 8, 1999, hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: PTN NW4SW4 SECTION 20-21-22 SALMON, IDAHO

BUYER: GWEN M. HEIDEMANN

SELLER: BARRY JOHNSON, PERS REP AND CLARA JOHNSON ESTATE

### TERMS:

Sales Price \$ 60,000.00

#### Payable as follows:

|                          |                     |                                            |
|--------------------------|---------------------|--------------------------------------------|
| Earnest Money Deposit    | \$ <u>500.00</u>    | held by <u>ALLIANCE TITLE &amp; ESCROW</u> |
| Cash (approximate)       | \$ <u>1,300.00</u>  |                                            |
| Assumption of            | \$ _____            |                                            |
| approx. balance owing to |                     |                                            |
| New Loan amount          | \$ <u>58,200.00</u> | from <u>BANK OF AMERICA</u>                |
| Deed of Trust (Mortgage) | \$ _____            |                                            |
| in favor of _____        |                     |                                            |

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

|                                                      |                                      |
|------------------------------------------------------|--------------------------------------|
| 1st lien shall be in favor of <u>BANK OF AMERICA</u> | in the amount of \$ <u>58,200.00</u> |
| 2nd lien shall be in favor of _____                  | in the amount of \$ _____            |

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.



SEP 25 2001

CLOSING DATE: July 21, 1999

The property taxes for 1999 shall be pro-rated on the basis of the 1998 tax assessed. If the amount assessed is not known, taxes shall be pro-rated on the estimate of \$ 345.16. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 8302203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so.

|    |                              |    |    |                 |
|----|------------------------------|----|----|-----------------|
| -- | Attorney's Fees              |    |    |                 |
| D  | Closing Fee                  |    |    |                 |
| S  | Title Insurance, Own Policy  |    |    |                 |
| B  | Title Insurance, Loan Policy |    |    |                 |
| -- | Assumption Fee               |    |    |                 |
| -- | Escrow Set-up                |    |    |                 |
| -- | Survey                       |    |    |                 |
| S  | Real Estate Commission of    | 6% | to | BENEDICT REALTY |
| -- | Real Estate Commission of    | -- | to |                 |

HAZARD INSURANCE:

( ) Assume Existing, (X) Obtain New, From \_\_\_\_\_ Paid \_\_\_\_\_

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto. EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not less than \$10.00 per month.

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The closing agent shall have no responsibility for compliance with any truth-in-lending, usuary or consumer protection laws of the United States or the State of Idaho.

The closing agent is directed to comply with the Instructions contained herein, and the parties hereto agree to indemnify and hold harmless the closing agent from any all actions or losses related hereto other than failure to comply herewith including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

Escrow Holder is to assume no responsibility or liability for the calculation, deduction, or any other act such as the withholding of funds and/or for the payment of taxes in compliance with the Foreign Investment in Real Property Tax Act as amended in 1984 (IRC 1445 et seq.) or any other Internal Revenue statute or regulation. The determination of whether such tax is due and its payment or withholding, if due, shall be handled by the parties outside of escrow. Escrow Holder has advised the parties to contact their attorney or tax advisor regarding the applicability of section 1445 to this transaction. Escrow Holder reserves the right to take any action it believes the law requires it to take, whether included within these instructions or not.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice--advice as to the content of the documents, nor the advice as to the merits of the transaction has been offered by the closing agent, and
- 5) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

Gwen M. Heidemann  
GWEN M. HEIDEMANN

SELLER:

Barry Johnson  
BARRY JOHNSON, PERS REP

Clara Johnson Estate  
CLARA JOHNSON ESTATE

ALLIANCE TITLE & ESCROW CORP.

BY:

Laurie M. Santee  
LAURIE M. SANTEE

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\_\_\_\_\_  
GWEN M. HEIDEMANN

SELLER:

*Barry Johnson* P.R.  
\_\_\_\_\_  
BARRY JOHNSON, PERS REP

\_\_\_\_\_  
CLARA JOHNSON ESTATE

ALLIANCE TITLE & ESCROW CORP

BY: *Laurie M. Santee*  
LAURIE M. SANTEE

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A FRACTION OF THE NW1/4SW1/4 OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 22 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 93 AND THE SOUTH BOUNDARY OF SAID SECTION 20, RUN THENCE NORTH ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 93 A DISTANCE OF 2223.0 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE NORTH ALONG SAID RIGHT OF WAY LINE 116.5 FEET; THENCE EAST 625.5 FEET; THENCE SOUTH 116.5 FEET; THENCE WEST 625.5 FEET TO THE POINT OF BEGINNING.



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# SRBA PARTIAL DECREE 75-10039

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Issued on 09-15-2000.

*This is not an official copy.*

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

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| NAME AND ADDRESS:             | CLARA L JOHNSON<br>RT 1 BOX 182B<br>SALMON, ID 83467                                                                                                                                                                                                         |         |                     |                |               |         |                 |                |        |            |                |        |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------|----------------|---------------|---------|-----------------|----------------|--------|------------|----------------|--------|
| SOURCE:                       | GROUNDWATER                                                                                                                                                                                                                                                  |         |                     |                |               |         |                 |                |        |            |                |        |
| QUANTITY:                     | 0.04 CFS                                                                                                                                                                                                                                                     |         |                     |                |               |         |                 |                |        |            |                |        |
|                               | THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED<br>GALLONS PER DAY.                                                                                                                                                                                  |         |                     |                |               |         |                 |                |        |            |                |        |
| PRIORITY DATE:                | 06/01/1956                                                                                                                                                                                                                                                   |         |                     |                |               |         |                 |                |        |            |                |        |
| POINT OF DIVERSION:           | T21N R22E S20                                                                                                                                                                                                                                                | NWSW    | Within Lemhi County |                |               |         |                 |                |        |            |                |        |
| PURPOSE AND<br>PERIOD OF USE: | <table><thead><tr><th>PURPOSE OF USE</th><th>PERIOD OF USE</th><th>QUANTIT</th></tr></thead><tbody><tr><td>Domestic 1 HOME</td><td>01-01 TO 12-31</td><td>0.04 C</td></tr><tr><td>Stockwater</td><td>01-01 TO 12-31</td><td>0.02 C</td></tr></tbody></table> |         |                     | PURPOSE OF USE | PERIOD OF USE | QUANTIT | Domestic 1 HOME | 01-01 TO 12-31 | 0.04 C | Stockwater | 01-01 TO 12-31 | 0.02 C |
| PURPOSE OF USE                | PERIOD OF USE                                                                                                                                                                                                                                                | QUANTIT |                     |                |               |         |                 |                |        |            |                |        |
| Domestic 1 HOME               | 01-01 TO 12-31                                                                                                                                                                                                                                               | 0.04 C  |                     |                |               |         |                 |                |        |            |                |        |
| Stockwater                    | 01-01 TO 12-31                                                                                                                                                                                                                                               | 0.02 C  |                     |                |               |         |                 |                |        |            |                |        |
| PLACE OF USE:                 | Stockwater                                                                                                                                                                                                                                                   |         | Within Lemhi C      |                |               |         |                 |                |        |            |                |        |
|                               | T21N R22E S20                                                                                                                                                                                                                                                | NWSW    |                     |                |               |         |                 |                |        |            |                |        |
|                               | Domestic                                                                                                                                                                                                                                                     |         | Within Lemhi C      |                |               |         |                 |                |        |            |                |        |
|                               | T21N R22E S20                                                                                                                                                                                                                                                | NWSW    |                     |                |               |         |                 |                |        |            |                |        |

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NO  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISION  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFIC  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN TH  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

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[Return to SRBA Home Page](#)

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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](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

August 20, 2001

GWEN HEIDEMANN  
232 HWY 93 S  
SALMON ID 83467

RE: Change of Ownership for Water Right 75-10039

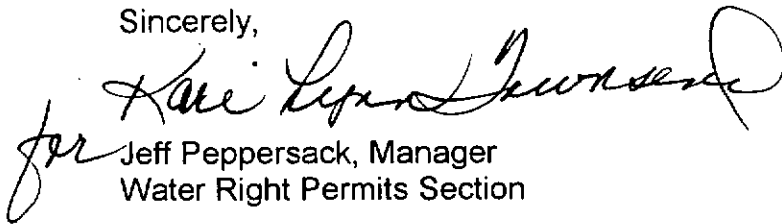
Dear Water Right Holder(s):

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 and your Deed of Trust.

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

Enclosures

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