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DEPARTMENT OF  
WATER RESOURCESSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. DE

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 65-22615              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Brent Bowman & Kimberly Bowman  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jeff Cox & Kelly Cox  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or
- 130 Mill Road      Horseshoe Bend      ID      83629  
Mailing address      City      State      Zip
- 208-999-6600      kcox@rightnowheatcool.com  
Telephone      Email
4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: yes
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐  
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:  
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☒ Filing fee (see instructions for further explanation):  
☐ \$25 per *undivided* water right.  
☐ \$100 per *split* water right.  
☐ No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9

8. Signature: [Signature]      Title, if applicable      Date 7-28-2023  
Signature of new owner/claimant  
Jeff Cox  
Print name
- Signature: [Signature]      Title, if applicable      Date 7-28-2023  
Signature of new owner/claimant  
Kelly Cox  
Print name

For IDWR Office Use Only:

Received by KM Date 8.3.23 Receipt No. C116837 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 \_\_\_\_\_ Approved by \_\_\_\_\_ Processed by [Signature] Date 8-11-23



Pioneer Title Company of Canyon County  
5680 E. Franklin Rd.  
Ste. 150  
Nampa, ID 83687  
(208)465-6655

File Number: 828664  
Sales Price: \$1,050,000.00  
Close Date: 4/11/2023  
Disbursement Date: 4/11/2023

### BUYER(S) CLOSING STATEMENT

Type: Purchase  
Property: 130 MILL ROAD  
HORSESHOE BEND, ID 83629 (BOISE)  
(002000 RPH0000026420A, 002000 RPH0000026420B)

Buyer(s): JEFF L COX AND KELLY D COX  
14601 Wen Jeff Lane  
Caldwell, ID 83607

Seller(s): BRENT BOWMAN AND KIMBERLY K. BOWMAN  
130 Mill Rd  
Horseshoe Bend, ID 83629

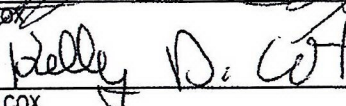
| Description                                                                 | Debit          | Credit      |
|-----------------------------------------------------------------------------|----------------|-------------|
| <b>Deposits, Credits, Debits</b>                                            |                |             |
| Sale Price of Property                                                      | \$1,050,000.00 |             |
| EM rec'd                                                                    |                | \$40,000.00 |
| <b>Prorations</b>                                                           |                |             |
| County Taxes 1/1/2023 to 4/11/2023 @ \$4,866.55/Year                        |                | \$1,333.30  |
| <b>Title Charges</b>                                                        |                |             |
| Title - Lender's Title Insurance to Pioneer Title Company of Ada County     |                |             |
| Title - E-File Fee to Pioneer Title Company of Ada County                   | \$4.75         |             |
| Title - Settlement or closing fee to Pioneer Title Company of Canyon County | \$650.00       |             |
| <b>Government Recording and Transfer Charges</b>                            |                |             |
| Recording fees: Deed \$15.00                                                | \$15.00        |             |
| <b>Totals</b>                                                               | \$1,050,669.75 | \$41,333.30 |

Balance Due FROM Buyer: \$1,009,336.45

Escrow Officer: Carrie Homburg  
Phone: (208) 442-4807

APPROVED AND ACCEPTED

BUYER(S)

  
JEFF L COX  
  
KELLY D COX

SETTLEMENT COORDINATOR



Carrie Homburg

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File No. 828664

### TAX NOTICE

The estimated tax values for 2023 in the amount of \$4,866.55, as shown in the accompanying closing statement, are based on the most current information available from the Boise County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer.

Buyer is aware and hereby acknowledges that the Seller has not filed for and received exemptions for Agriculture and/or Forest Lands and/or Homeowners. The Buyer also acknowledges that it is his/her/their responsibility to inquire at the County Assessor's Office as to any change this sale will make in terms of assessments to be assessed for prior years due to change of ownership. In the event this property is taxed under the Bare Land and Yield Tax Option, and this designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the Seller therein.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

Date: April 10, 2023

Buyer:

Jeff L. Cox

Kelly D Cox

Seller:

Brent Bowman

Kimberly K. Bowman

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WARRANTY DEED

Brent and Kimberly K. Bowman, husband and wife, Grantors, hereby convey, grant and warrant to Jeff L. and Kelly D. Cox, husband and wife, Grantees, whose address is 14601 Wen Jeff Lane, Caldwell, Idaho 83607 for the sum of TEN DOLLARS and other good and valuable consideration, the following described real property, to-wit:

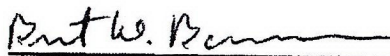
Parcel 1 - See Exhibit A attached hereto and incorporated herein by this reference.  
Parcel 2 - See Exhibit B attached hereto and incorporated herein by this reference.

SUBJECT TO taxes and assessments for the year 2023 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

The Grantors covenant to the Grantees that they are the owners in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that they will warrant and defend the same from all lawful claims.

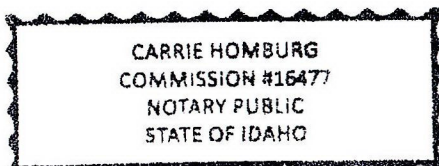
IN WITNESS WHEREOF, the Grantors executed this instrument on this 10 day of <sup>April</sup>~~March~~, 2023.

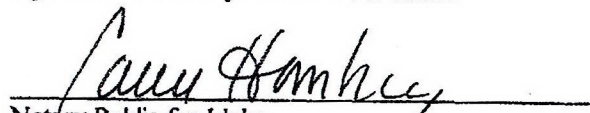
  
Brent W. Bowman

  
Kimberly K. Bowman

STATE OF IDAHO )  
                          )SS  
County of Boise )

On this 10 day of <sup>April</sup>~~March~~, 2023, before me, a Notary Public, personally appeared Brent and Kimberly K. Bowman, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



  
Notary Public for Idaho  
Commission expires: \_\_\_\_\_

Residing at: Melba, ID  
Commission Expires: 03/10/2027

EXHIBIT A

Parcel I:RPH0000026420A

A parcel of land being a portion of the West half of Section 26, Township 7 North, Range 2 East, Boise Meridian, Boise

County, Idaho and more particularly described as follows:

BEGINNING at a brass cap marking the Northwest corner of the Northwest Quarter of Section 26, Township 7 North,

Range 2 East, Boise Meridian, Boise County, Idaho; thence

South  $0^{\circ}16'02''$  West a distance of 1,327.90 feet along the westerly boundary of said Section 26, to a point marking the

Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 26; thence leaving said westerly boundary

South  $89^{\circ}50'26''$  East a distance of 1,372.07 feet along the Northerly boundary of the South half of the Northwest Quarter

of Section 26, to an iron pin on the Easterly right-of-way line of Oregon Short Line Railroad, said point being the REAL

POINT OF BEGINNING; thence leaving said right-of-way and continuing along said northerly boundary South  $89^{\circ}50'26''$  East a distance of 78.72 feet to an iron pin on the right bank of the ordinary high water line of the Payette

River; thence leaving said northerly boundary and continuing along said ordinary high water line the following courses and

distance: thence

South  $01^{\circ}39'22''$  West a distance of 245.54 feet to an iron pin; thence

South  $01^{\circ}12'57''$  East a distance of 444.03 feet to an iron pin; thence

South  $03^{\circ}40'03''$  East a distance of 428.66 feet to an iron pin; thence

South  $00^{\circ}47'55''$  East a distance of 153.65 feet to an iron pin; thence

South  $14^{\circ}39'15''$  East a distance of 149.11 feet to an iron pin; thence

South  $22^{\circ}47'36''$  East a distance of 454.46 feet to an iron pin; thence

South  $05^{\circ}25'05''$  West a distance of 213.27 feet to an iron pin; thence

South  $19^{\circ}14'07''$  West a distance of 216.66 feet to an iron pin; thence

South  $33^{\circ}10'12''$  West a distance of 230.80 feet to an iron pin; thence

South  $19^{\circ}23'09''$  West a distance of 102.86 feet to an iron pin; thence leaving said ordinary high water line

South  $88^{\circ}52'39''$  West a distance of 52.59 feet to a chiseled cross in a stone monument, thence continuing

South  $88^{\circ}52'39''$  West a distance of 53.00 feet to an iron pin; thence

North  $01^{\circ}07'21''$  West a distance of 595.00 feet to an iron pin; thence

South  $88^{\circ}52'39''$  West a distance of 307.22 feet an iron pin on the easterly right-of-way line of the Oregon Short Line

Railroad, said point also marking a point of beginning of curve; thence along said right-of-way, northeasterly along a curve

to the left, 608.52 feet, said curve having a central angel of  $45^{\circ}29'56''$ , a radius of 766.30 feet, tangents of 321.33 feet and

a long chord of 592.66 feet bearing

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North 30°59'01" East to an iron pin marking a point of spiral; thence northeasterly along a spiral curve to the left, a distance of 273.98 feet, said spiral curve having a central angle of 09°19'07" and a long chord of 237.72 feet bearing

North 02°10'22" East to an iron pin marking a point of tangent; thence

North 00°55'58" West a distance of 704.50 feet to an iron pin marking a point of beginning of curve; thence northeasterly

along a curve to the right, a distance of 507.99 feet, said curve having a central angle of 13°01'28", a radius of 2,234.70

feet, tangents of 255.09 feet and a long chord of 506.89 feet bearing North 05°34'46" East to the POINT OF BEGINNING.

#### EXCEPTING THEREFROM

A parcel of land being a portion of the Southwest 1/4 of Section 26, Township 7 North, Range 2 East, Boise Meridian,

Boise County, Idaho and more particularly described as follows:

Commencing at a found brass cap at the Northwest corner of Section 26, said corner being common to Sections 22, 23,

27 and 26, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho; thence southerly along the West line of

Section 26,

South 00°16'02" West, 2,655.80 feet per ROS No. 148941, on file in the office of the Boise County Recorder, referred to in

the following courses as R:) said point being the 1/4 corner between Sections 26 and 27; thence leaving said westerly

boundary

South 60°00'21" East, 1,247.28 feet to a 1/2 inch iron pipe with tag L.S. 972, said point being on the easterly right-of-way

line of the Oregon Shortline Railroad, as shown on said record of survey and being a point on the southerly boundary of

the Drake property; thence leaving said right-of-way and continuing along the Southerly line of the Drake property

North 88°31'58" East 307.27 feet (R= South 88°52'39" West, 307.22 feet) to a 1/2 inch iron pipe with cap L.S. 972 at an

angle point in the Drake boundary as shown on said record of survey; thence along the Easterly boundary of the Drake

property

South 01°27'33" East, 595.06 feet (R= North 01°07'21" West, 595.00 feet) to a 1/2 inch iron pipe with cap L.S. 972 at an

angle point in the Southerly boundary of said Drake property as shown on said record of survey; thence North 88°35'59" East, 75.86 feet along the Southerly line of said Drake property (R= South 88°52'39"

West) to a found 1/2

inch iron pin; said point marking the 2612 contour line and being the TRUE POINT OF BEGINNING; thence along said

2612 contour line the following courses:

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North 04°41'11" West, 318.82 feet to a found ½ inch iron pin L.S. 972;  
North 04°14'43" West, 229.58 feet to a found ½ inch iron pin L.S. 972;  
North 02°09'50" East, 245.34 feet to a set 5/8 inch rebar with cap P.L.S. 7612;  
North 04°47'10" West, 50.53 feet to a set 5/8 inch rebar with cap P.L.S. 7612; thence leaving, said contour line and  
running parallel to and 3.0 front the existing well house the following courses:  
North 82°36'14" East, 3.79 feet to a set 5/8 inch rebar with cap P.L.S. 7612;  
North 08°15'52" West, 12.22 to a set 5/8 inch rebar with cap P.L.S. 7612;  
South 82°36'14" West, 3.05 to a set 5/8 inch rebar with cap P.L.S. 7612; said point being on the 2612 contour line;  
thence leaving said well house and continuing along the 2612 contour line the following courses;  
North 04°47'10" West, 20.51 feet to a found ½ inch iron pin L.S. 972;  
North 02°11'37" West 35.15 feet to a ½ inch rebar with cap P.L.S. 7612;  
North 06°09'54" West, 112.92 feet to a 5/8 inch rebar with cap P.L.S. 7612;  
North 02°45'46" East, 248.99 to a 5/8 inch rebar with cap P.L.S. 7612; thence leaving said contour line  
North 89°58'04" East 102.05 feet to a found ½ inch iron pin L.S. 972; said point being an angle point on the right bank of  
the ordinary high water line of the Payette River as shown on said record of survey; thence continuing along said high  
water line the following courses; thence  
South 15°12'29" East, 148.77 feet (R= South 14°39'15" East, 149.11 feet) to a ½ inch iron pin L.S. 972;  
thence  
South 23°06'36" East, 454.45 feet (R= South 22°47'36" East, 454.48 feet) to a ½ inch iron pipe L.S. 972;  
thence  
South 04°59'40" West, 211.85 feet (R= South 05°25'05" West, 213.27 feet) to a ½ inch iron pipe L.S. 972; thence  
South 18°48'42" West, 215.22 feet (R= South 19°14'07" West, 216.66 feet) to a ½ inch iron pipe L.S. 972; thence  
South 32°37'12" West, 233.61 feet (R= South 33°10'12" West, 230.80 feet) to a ½ inch iron pipe L.S. 972; thence  
South 19°09'29" West, 102.91 feet (R= South 19°23'09" West, 102.86 feet) to a found ½ inch iron pin L.S. 972; thence  
leaving said high water line,  
South 88°35'59" West, 29.71 feet (R= South 88°52'39" West) along the Southerly property line of said Drake property to  
the TRUE POINT OF BEGINNING.  
ALSO EXCEPTING THEREFROM  
A parcel of real property located in Section 26, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho,  
more particularly described as follows:  
Beginning at the Northwest corner for Section 26, marked with a brass cap survey monument; thence  
South 0 degree 16'02" West 2656.05 feet along the Westerly boundary of Section 26 to a brass cap survey monument  
found at the West quarter corner of Section 26; thence

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South 89 degrees 28'24" East 1390.36 feet to the Easterly right of way line of an existing railroad; the  
TRUE POINT OF  
BEGINNING; thence

South 4 degrees 31'54" West 109.83 feet along said railroad right of way; thence

Southwesterly 608.52 feet along the arc of a curve right having a radius of 766.30 feet and a chord of  
South 30 degrees

59'01" West 592.66 feet; thence

North 88 degrees 51'40" East 307.29 feet (recorded 307.22 feet); thence

South 1 degree 06'31" East 595.15 feet (recorded 595.00 feet); thence

North 88 degrees 52'39" East 75.86 feet to the Westerly boundary of a Wetland reserve; thence

Northerly along said Wetland reserve the following courses:

North 4 degrees 41'11" West 318.82 feet;

North 3 degrees 24'08" West 229.47 feet;

North 2 degrees 30'14" East 245.34 feet;

North 4 degrees 47'10" West 58.57 feet (recorded 50.53 feet) to the Southerly boundary of an existing  
"Well House";

thence

North 82 degrees 36'14" East 3.79 feet; thence

North 8 degrees 15'52" West 12.22 feet; thence

South 82 degrees 36' 14" West 3.05 feet; thence continuing along said Wetland reserves Westerly  
boundary;

North 2 degrees 18'23" West 12.49 feet (recorded 20.51 feet);

North 3 degrees 04'18" West 35.12 feet;

North 5 degrees 28'52" West 112.94 feet;

North 3 degrees 05'27" East 249.40 feet to the Northerly boundary of said Wetland reserve; thence

South 89 degrees 58'04" West 45.44 feet to the Easterly right of way of an existing railroad; thence

South 0 degree 48'43" West 66.46 feet along said railroad right of way to the TRUE POINT OF  
BEGINNING.

#### Parcel II: RPH0000026420B

A parcel of real property located in Section 26, Township 7 North, Range 2 East, Boise Meridian,  
Boise County, Idaho, more particularly described as follows:

Beginning at the Northwest corner for Section 26, marked with a brass cap survey monument;  
thence

South 0°16'02" West 2656.05 feet along the Westerly boundary of Section 26 to a brass cap  
survey monument found at the West Quarter corner of Section 26; thence

South 89°28'24" East 1390.36 feet to the Easterly right of way line of an existing railroad, the  
TRUE POINT OF BEGINNING; thence

South 4°31'54" West 109.83 feet along said railroad right of way; thence Southwesterly 608.52  
feet along the arc of a curve right having a radius of 766.30 feet and a chord of South 30°59'01"  
West 592.66 feet thence

North 88°51'40" East 307.29 feet (recorded 307.22 feet); thence

South 1°06'31" East 595.15 feet (recorded 595.00 feet); thence

North 88°52'39" East 75.86 feet to the Westerly boundary of a Wetland reserve; thence

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Northerly along said Wetland reserve the following courses:

North 4°41'11" West 318.82 feet; North 3°24'08" West 229.47 feet; North 2°30'14" East 245.34 feet; North 4°47' 10" West 58.57 feet (recorded 50.53 feet) to the Southerly boundary of an

existing "Well House"; thence

North 82°36'14" East 3.79 feet; thence

North 8°15'52" West 12.22 feet; thence

South 82°36'14" West 3.05 feet; thence continuing along said Wetland reserves Westerly boundary;

North 2°18'23" West 12.49 feet (recorded 20.51 feet); North 3°04'18" West 35.12 feet;

North 5°28'52" West 112.94 feet;

North 3°05'27" East 249.40 feet to the Northerly boundary of said Wetland reserve; thence

South 89°58'04" West 45.44 feet to the Easterly right of way of an existing railroad; thence

South 0°48'43" West 66.46 feet along said railroad right of way to the TRUE POINT OF BEGINNING.

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## ESCROW INSTRUCTIONS (Purchase)

File No.: 828664  
Seller: Brent Bowman and Kimberly K. Bowman  
Buyer: Jeff L Cox and Kelly D Cox  
Lender:  
Property: 130 Mill Road, Horseshoe Bend, ID 83629  
Date: April 11, 2023

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

### 1. TITLE INSURANCE:

Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$1,050,000.00 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-34 as set forth in Title Commitment No. 828664 of which Buyer and Seller have read and hereby approve.

### 2. PRORATIONS:

All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

### 3. FIRE INSURANCE:

Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

### 4. UTILITIES:

It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

### 5. ADDITIONAL MONIES:

Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

### 6. PURCHASE AND SALE AGREEMENT:

Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

### 7. DISPUTES WITH PIONEER TITLE:

Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

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8. DISPUTES WITH OTHERS:

If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS:

Buyer and Seller agree to pay and reimburse Pioneer Title Company, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if such item is returned or otherwise fails to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fail to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller within 120 days from the date such check was issued, then Buyer or Seller authorize Pioneer Title Company to deduct maintenance fees prior to reissuing the check to either the Buyer or Seller in the amount allowed under the applicable state law. The maintenance fee will include \$10.00 for each month the check has not been presented for payment, up to the amount of the check. The aforementioned maintenance fees will not be applicable to payments made on behalf of Buyer or Seller towards payments on consumer debt. In the event Pioneer Title Company is instructed to issue payment on behalf of the Buyer or Seller as it pertains to consumer debt, Pioneer Title Company will reissue amounts that remain outstanding for more than 90 days directly to the Buyer or Seller, and the Buyer or Seller will be responsible for the payment of the underlying consumer debt. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title Company by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer or Seller, unless it is related to consumer debt.

10. AMENDMENTS:

These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however, if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

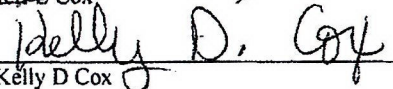
11. TRUSTEE'S RECONVEYANCE FEE:

Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies), except irrigation and HOA companies associated with property. Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

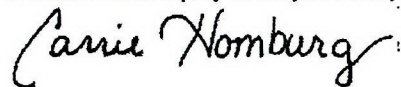
Buyer:

  
Kelly D Cox  
  
Kelly D Cox

Buyer Email Address

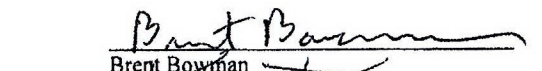
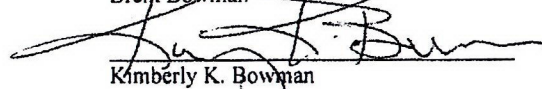
Buyer Phone:

Pioneer Title Company of Canyon County



Carrie Homburg, Escrow Officer

Seller:

  
Brent Bowman  
  
Kimberly K. Bowman

Seller Email Address

Seller Phone:

COANNED

AUG 11 2023



COPY

## Final/AS-BUILT--Subsurface Sewage Disposal



**Public Health**  
Prevent. Promote. Protect.  
**Idaho Public Health Districts**

Central District Health Department

707 N. Armstrong Place  
Boise, ID 83704  
(208) 327-7499

Parcel ID# 0161967

Applicant's Name: Stanley, Nathan

Phone # (208) 462-3527

Property Address: 130 Mill Road

Horseshoe Bend, ID 83629

Legal Description

¼

¼

Section: 26

Township: 7N

Range: 2E

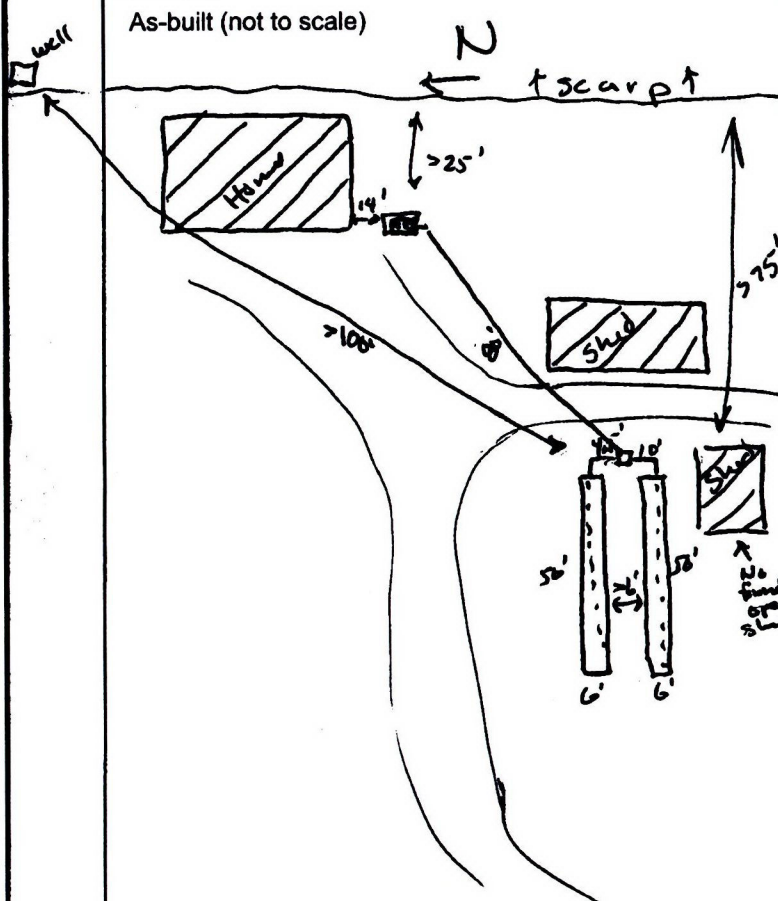
Subdivision:

Lot:

Block:

Size(acres): 2.80

As-built (not to scale)



System Type:

Gravel (yards):

Drainfield

23

System Mfg:

Sand (yards):

Septic/Trash Tank (Gal):

Depth to Pipe (inches):

1250

42"

Septic/Trash Tank Mfr:

Rock Under Pipe (inches):

Larken

6"

Depth to Tank Lid  
(inches):

Date System Installed:

16"

3/2/11

Standpipe/Riser (inches)

Riser Longitude:

—

N 43° 54.842'

Pump Tank:

Riser Latitude:

—

W 116° 11.395'

Pump Tank Mfg:

Well Installed

Drainfield Width (Ft):

Distance to Tank (Ft):

Drainfield Length (Ft):

Distance to Drainfield (Ft)

Drainfield Area (Sq Ft)

Valve: ☐ Yes ☒ No

600

D-Box: ☒ Yes ☐ No

All plans, specifications, and conditions contained in the  
approved permit application are hereby incorporated into  
And may be enforceable as part of the permit.

Notes/Conditions of Approval:

GPS Readings: Tank: N 4 3.5 4.8 4.2  
W 1 1 6.1 1.3 9.5

Well: N 4 3.5 4.8 6.6  
W 1 1 6.1 1.3 7.7

Installer Name: Nate Stanley Construction

Installer Number: 29625

Signature:

Date:

By signing above, I certify that all answers and statements on this Final/As-Built are true and complete to the best of my knowledge.

Official Use Only

☒ As-Built provided by EHS☐ As-Built provided by Installer

EHS Final Inspection Signature

EHS Code

Date

8/10 NRU



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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

FAX (208) 334-2348

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

August 8, 2001



BRENT W BOWMAN  
KIMBERLY K KROLL  
PO BOX 547  
130 MILL RD  
HORSESHOE BEND ID 83629

Re: Original Notice of Claim to a Water Right No. 65-2663A

Renumbered to Notice of Claim to a Water Right No. 65-22614

Dear Claimants:

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office. Also enclosed is a copy of the original claim for your reference.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Denise Buffington  
Office Specialist I  
Adjudication Section  
Western Region Office

DB: db

Enclosure

SCANNED

AUG 11 2023

08/08/2001

IDAHO DEPARTMENT OF WATER RESOURCES  
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22614

NAME AND ADDRESS: BRENT W BOWMAN  
KIMBERLY K KROLL  
PO BOX 547  
130 MILL RD  
HORSESHOE BEND, ID 83629

SOURCE: PAYETTE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.034 CFS

PRIORITY DATE: 10/21/1959

POINT OF DIVERSION: T07N R02E S26 LOT 6 NESW Within BOISE County

PURPOSE AND  
PERIOD OF USE:

PURPOSE OF USE  
IRRIGATION

PERIOD OF USE  
04-01 11-01

QUANTITY  
0.03 CFS

PLACE OF USE:

IRRIGATION Within BOISE County  
T07N R02E S26 LOT 7 SWNW 1.7

1.7 ACRES TOTAL

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

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed



State of Idaho

## DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor



March 20, 2015

BRENT BOWMAN  
KIMBERLY BOWMAN  
130 MILL RD  
HORSESHOE BEND ID 83629

Re: Change of Ownership for Water Right/Permit No(s): 65-22615

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see § 42-222 and 42-223, Idaho Code.

Also 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, or at [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley  
Technical Records Specialist II

Enclosure(s)

SCANNED  
AUG 11 2023

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Water Right 65-22615**

3/20/2015

**Owner Type**      **Name and Address**  
**Current Owner**      **KIMBERLY BOWMAN**  
                                  130 MILL RD  
                                  HORSESHOE BEND, ID 83629  
                                  208-484-1583

**Current Owner**      **BRENT W BOWMAN**  
                                  130 MILL RD  
                                  HORSESHOE BEND, ID 83629  
                                  208-484-1583

**Original Owner**      CATHERINE M DRAKE  
                                  AKA MAXINE DRAKE  
                                  PO BOX 02  
                                  HORSESHOE BEND, ID 83629  
                                  (208)793-2485

**Original Owner**      ALLEN R DRAKE  
                                  PO BOX 02  
                                  HORSESHOE BEND, ID 83629  
                                  (208)793-2485

**Previous Owner**      EVERETT L KIDNER  
                                  107 MOUNTAIN VIEW DR  
                                  HORSESHOE BEND, ID 83629  
                                  (208)793-3127

**Previous Owner**      CHARLENE KIDNER  
                                  107 MOUNTAIN VIEW DR  
                                  HORSESHOE BEND, ID 83629  
                                  (208)793-3127

**Priority Date:** 10/21/1959

**Basis:** Decreed

**Status:** Active

**Source**  
 PAYETTE RIVER

**Tributary**  
 SNAKE RIVER

| <b><u>Beneficial Use</u></b> | <b><u>From</u></b>            | <b><u>To</u></b> | <b><u>Diversion Rate</u></b> | <b><u>Volume</u></b> |
|------------------------------|-------------------------------|------------------|------------------------------|----------------------|
| IRRIGATION                   | 04/01                         | 11/01            | 0.030 CFS                    |                      |
|                              | <b><u>Total Diversion</u></b> |                  | 0.030 CFS                    |                      |

**Source and Point(s) of Diversion**

PAYETTE RIVER      L6(NESW)      Sec. 26, Twp 07N, Rge 02E, BOISE County

**Place Of Use**

IRRIGATION within BOISE County

|     |     |     | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| Twp | Rng | Sec | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**Water Right 65-22615**

3/20/2015

|     |     |    |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |     |
|-----|-----|----|--|--|--|--|--|--|-----|--|--|--|--|--|--|--|--|-----|
| 07N | 02E | 26 |  |  |  |  |  |  | 1.7 |  |  |  |  |  |  |  |  | 1.7 |
|     |     |    |  |  |  |  |  |  | L7  |  |  |  |  |  |  |  |  |     |

POU Total Acres: 1.7

**Conditions of Approval:**

1. 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.

**Comments:**

1. dbuffing 8/8/2001 Ownership  
This right is the result of a split due to change in ownership for a portion of 65-2663A
2. mciscell 3/15/2011 POD  
Updated Shape
3. jhersley 3/20/2015 ownership change  
to bowman.
4. jhersley 3/20/2015 POU  
Updated Shape

**Combined Use Limits**

N/A

**SubCase:**

N/A

**Water Supply Bank:**

N/A

# Idaho Department of Water Resources Receipt

Receipt ID: C099881

---

Payment Amount    \$25.00                      Date Received    2/2/2015 1:08 PM                      Region        STATE  
Payment Type        Check                      Check Number    1376  
Payer        BOWMAN, BRENT  
Comments        NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP FOR BRENT & KIMBERLY BOWMAN  
                    65-22615

## Fee Details

| Amount  | Description                          | PCA   | Fund | Fund Detail | Subsidiary | Object |
|---------|--------------------------------------|-------|------|-------------|------------|--------|
| \$25.00 | OWNERSHIP CHANGES/SECURITY INTERESTS | 56140 | 0229 | 21          |            | 1155   |

---

  
\_\_\_\_\_  
Signature Line (Department Representative)

SCANNED

AUG 11 2023

GOFF'S PLUMBING, INC.  
1235 Allen Lane  
Emmett, ID 83617

208-365-4257  
Fax: 208-365-1258

 **COPY**

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 3/28/2023 | 62495     |

|                                                            |
|------------------------------------------------------------|
| <b>Bill To</b>                                             |
| Brent Bowman<br>130 Mill Rd<br>Horseshoe Bend, Idaho 83629 |

|                                                         |
|---------------------------------------------------------|
| <b>Ship To</b>                                          |
| Brent Bowman<br>130 Mill Rd<br>Horseshoe Bend, ID 83629 |

| P.O. Number | Terms          | Ship      |
|-------------|----------------|-----------|
|             | Due on receipt | 3/28/2023 |

| Quantity                                                                                                                                                               | Item Code        | Description                                                                                                                         | U/M                            | Price Each | Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------|--------|
| 1                                                                                                                                                                      | Pumping          | Septic Tank Pumping-Health Dept<br>1250 gallons<br>Baffles Okay<br>Drainfield is okay at this time                                  |                                | 500.00     | 500.00 |
| 250                                                                                                                                                                    | Emmett Dumpin... | City of Emmett Dumping Fees<br><br>THERE IS NO WARRANTY GUARANTEE OF<br>LONGEVITY OF THIS SEPTIC SYSTEM BASED<br>ON THIS INSPECTION | ea                             | 0.20       | 50.00  |
| It has been a pleasure working with you! If you have any questions please call<br>(208)365-4257                                                                        |                  |                                                                                                                                     | <b>Sales Tax (6.0%)</b> \$0.00 |            |        |
| Invoices are due Net 30 days from invoice date, unless otherwise noted above. Customer<br>agrees to 1.5% interest and reasonable collection fees for past due amounts. |                  |                                                                                                                                     | <b>Total</b> \$550.00          |            |        |

SCANNED

AUG 11 2023



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov) • Website: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Gary Spackman

August 11, 2023

JEFF L COX  
KELLY D COX  
130 MILL RD  
HORSESHOE BEND ID 83629-5103

Re: Change in Ownership for Water Right No(s): 65-22615

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley  
Technical Records Specialist 2

Enclosure(s)

c: Water District No. 65

SCANNED

AUG 11 2023