

RECEIVED

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESJUN 25 2025
complete
WATER RESOURCES
WESTERN REGION

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JUN 13 2025
incomplete
WATER RESOURCES
WESTERN REGION

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-17158	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Charles F Hummel
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James Clayton Roscoe Janet KS Roscoe
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- 305 N. Mobley Dr Boise ID 83712
Mailing address City State Zip
- 208-631-0450 jksroscoe@hotmail.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: 01/07/2014
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o 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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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] 6/2/2025
Signature of new owner/claimant Title, if applicable Date
James Clayton Roscoe
Print name
- Signature: [Signature] 6/2/2025
Signature of new owner/claimant Title, if applicable Date
Janet KS Roscoe
Print name

Received by CC Date 6-13-25 For IDWR Office Use Only: Receipt No. W052574 Receipt Amt. 925.00

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 SH Processed by SH Date 7/3/2025



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 03, 2025

JAMES ROSCOE
JANET KS ROSCOE
305 N MOBLEY DR
BOISE ID 83712-8136

Re: Change in Ownership for Water Right No: 63-17158

Dear Water Right Holders:

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.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

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 208-605-4631.

Sincerely,

Susy Hobson
Technical Records Specialist 1

Enclosure

Hobson, Susy

From: Janet Schiele Roscoe <jksroscoe@hotmail.com>
Sent: Wednesday, June 25, 2025 10:31 AM
To: IDWR File
Subject: Fwd: 14231930: 305 N Mobley Drive, Boise, ID 83712: Deed
Attachments: 14231930_SWD_Recorded.tif

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Suzy,

Below is a copy of the deed that was filed with the county. I think this will be what you need.

Thanks again for all your help.

Best, Janet Roscoe

Sent from my iPad

Begin forwarded message:

From: Vicky Hill <vhill@titleonecorp.com>
Date: June 25, 2025 at 10:02:43 AM MDT
To: Janet Roscoe <jksroscoe@hotmail.com>
Subject: 14231930: 305 N Mobley Drive, Boise, ID 83712: Deed
Reply-To: vhill@titleonecorp.com

Here you go!

Vicky Hill
vhill@titleonecorp.com
Commercial Escrow Assistant
TitleOne
www.titleonecorp.com
Phone: (208) 489-7260
Fax: (866) 229-4251

RECEIVED

JUN 25 2025

WATER RESOURCES
WESTERN REGIONRichard A. Cummings
412 E. Parkcenter Blvd., Suite 325
P.O. Box 1545
Boise, ID 83701
(208) 367-0722

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Jun 25, 2025

DEPARTMENT OF
WATER RESOURCES

14231930

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 16.00 3
BOISE IDAHO 02/05/2014 03:43 PM
DEPUTY Lisa Batt
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE
114009349

SPECIAL WARRANTY DEED

For value received, the receipt and sufficiency of which is hereby acknowledged, Charles F. Hummel and Calista F. Hummel, Co-Trustees of the Charles and Calista Hummel Trust u/t/a dated February 17, 1994 ("Grantor"), does hereby grant, bargain, sell and convey unto James Clayton Roscoe and Janet Schiele Roscoe, husband and wife ("Grantee"), whose current mailing address is 1619 N. 9th Street, Boise, Idaho 83702-3616, the following described real property, located in Ada County, Idaho, to wit (the "Property"):

See Exhibit A attached hereto and incorporated herein.

TOGETHER WITH all together with all appurtenances related thereto, including all easement rights, mineral rights, water and water rights appurtenant to or used on the Property, including, without limitation, Grantor's interest in decreed ground water right 63-17158, which water right is subject to all conditions of record, including those contained in the Well Sharing, Water Right Co-tenancy, and Utility Easement Agreement recorded in the Ada County records as Instrument No. 109002390.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever. Grantor does hereby covenant and warranty to and with Grantee that Grantor is the owner of the Property in fee simple and that the Property is free and clear of any liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming under Grantor, except (a) real property taxes and assessments not yet due and payable, (b) rights reserved in federal patents, state or railroad deeds, (c) building or use restrictions, building and zoning regulations and ordinances of any governmental unit, (d) rights-of-way, easements and other matters established or of record or appearing on the land, and (e) matters done, made or suffered by or through Grantee.

DATED effective as of the 5th day of February, 2014.

"Grantor"



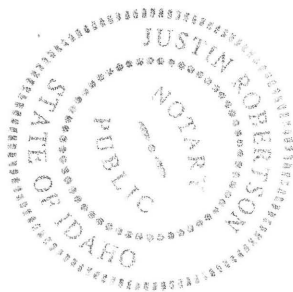
Charles F. Hummel, Co-Trustee of the
Charles and Calista Hummel Trust u/t/a
dated February 17, 1994

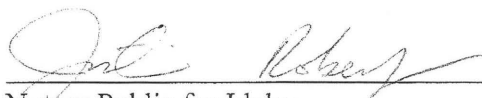


Calista F. Hummel, Co-Trustee of the
Charles and Calista Hummel Trust u/t/a
dated February 17, 1994

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of February, in the year of 2014, before me, a Notary Public in and for the State of Idaho, personally appeared **Charles F. Hummel**, known or identified to me to be a **Co-Trustee** of the **Charles and Calista Hummel Trust u/t/a dated February 17, 1994**, the trust that executed the instrument or the person who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

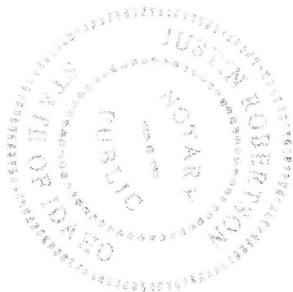


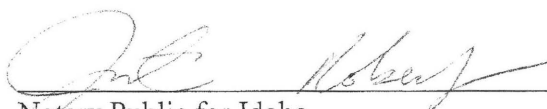


Notary Public for Idaho
Residing at Borise, ID
My Commission expires 10/28/17

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of February, in the year of 2014, before me, a Notary Public in and for the State of Idaho, personally appeared **Calista F. Hummel**, known or identified to me to be a **Co-Trustee** of the **Charles and Calista Hummel Trust u/t/a dated February 17, 1994**, the trust that executed the instrument or the person who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.





Notary Public for Idaho
Residing at Borise, ID
My Commission expires 10/28/17

Exhibit A

Parcel I:

All of Lot 5 and a part of Lot 2 of Block 1 of the Coston Subdivision, according to the plat thereof, filed in Book 11 of Plats at Page 590, records of Ada County, State of Idaho, that part of Lot 2 of Block 1 being more particularly described as follows, to-wit:

Beginning at the intersection of the Southerly line of Lot 2 and the Westerly line of Lot 5 of said Block 1; running thence North 30°42' East a distance of 45 feet; thence South 59°36' East a distance of 27.10 feet to the Westerly line of Mobley Drive; thence South 0°05' East along the Westerly line of Mobley Drive a distance of 52.21 feet to the intersection of the Northerly line of Lot 5 of said Block 1; thence North 59°36' West along the Northerly line of Lot 5 a distance of 53.82 feet to the Point of Beginning.

Parcel II:

Beginning at the intersection of the Westerly line of Lot 3, Block 1, Coston Subdivision and the Northerly line of Jefferson Street as shown on the plat of Coston Subdivision, recorded in Book 11, Page 590 of Plats, records of Ada County, Idaho, said point being the Westerly corner of said Lot 3; thence South 59°36' East along the Northerly line of Jefferson Street a distance of 90 feet, to the True Point of Beginning; thence North 30°42' East parallel to and 10 feet from the Northwesterly line of Lot 4 of said Block 1, a distance of 175 feet; thence South 59°36' East along a line parallel to and 45 feet from the Southwesterly line of Lot 2 of Block 1, a distance of 70 feet; thence South 30°42' West along the Southeasterly line of Lot 4, Block 1 and the Northerly extension thereof, a distance of 175 feet to the most Southerly corner of Lot 4; thence North 59°36' West 70 feet to the True Point of Beginning.

Excepting from Parcels I and II the following described parcel:

A tract of land in Lot 2 of Block 1 of the Coston Subdivision, according to the plat thereof filed in Book 11 of Plats at Page 590, records of Ada County, State of Idaho, the tract in Lot 2 of Block 1 being more particularly described as follows:

Commencing at the intersection of the Westerly line of Lot 3, Block 1, Coston Subdivision and the Northerly line of Jefferson Street, said point being the Westerly corner of said Lot 3; thence South 59°36' East along the Northerly line of Jefferson Street a distance of 90 feet; thence North 30°42' East parallel to and 10 feet from the Northwesterly line of Lot 4 of said Block 1 and the Northerly extension thereof, a distance of 165 feet to a point, said point being the True Point of Beginning; thence North 30°42' East a distance of 10 feet; thence South 59°36' East along a line parallel to and 45 feet from the Southwesterly line of Lot 2 of said Block 1, a distance of 97.1 feet to the Westerly line of Mobley Drive; thence South 0°05' East along the Westerly line of Mobley Drive a distance of 8.3 feet; thence North 59°36' West along a line parallel to and 38 feet from the Southwesterly line of Lot 2 of said Block 1, a distance of 91.3 feet; thence South 30°42' West a distance of 3 feet; thence North 59°36' West along a line parallel to and 35 feet from the Southwesterly line of Lot 2 of said Block 1, a distance of 10 feet to the True Point of Beginning.

Hobson, Susy

From: Hobson, Susy
Sent: Wednesday, June 25, 2025 9:19 AM
To: jksroscoe@hotmail.com
Subject: FW: Water Right No 63-17158

Hi Janet,

Thank you for your quick reply to our request for more information. I'm sorry to say but the purchase and sale agreement does not qualify as a proper documentation to show your ownership. An excerpt from the instructions to the Notice of Change in Ownership is below and full instructions on line at, [Notice of Change in Water Right Ownership | Form 42-248/42-1409\(6\) | July 2021](#). The Title company and the county assessor will have a copy of your deed of sale.

You may submit your document to the electronic file email address at file@idwr.idaho.gov. The document must go to the **file email** address or a physical copy received in our office. The office address is in my signature block.

7. REQUIRED ITEMS: IDWR cannot process this change without documentation of ownership. The documentation may be in the form of a **deed, court decree or other conveyance document**. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. **Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.**

Please let me know if you have any questions, (208) 870-1888. I'm here to help.

Susy

Susy Hobson
Technical Records Specialist



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region
2735 W. Airport Way, Boise ID 83705
(208) 605-4631 susy.hobson@idwr.idaho.gov

From: Janet Schiele Roscoe <jksroscoe@hotmail.com>
Sent: Monday, June 23, 2025 1:02 PM
To: IDWR File <file@idwr.idaho.gov>
Subject: Water Right No 63-17158



Water Right No 63-17158

From Janet Schiele Roscoe <jksroscoe@hotmail.com>

Date Mon 6/23/2025 1:03 PM

To IDWR File <file@idwr.idaho.gov>

1 attachment (610 KB)

EXECUTED - Real Estate Purchase _ Sale Agreement _Hummel Property - Mobley Drive_ 1-8-13.PDF;

CAUTION: This email originated outside the State of Idaho network. Verifv links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Ms Suzy Hobson,

Sending this note and documentation in response to your letter dated 6/16/25 RE our request to change ownership of water rights 63-17158.

Initially, I accidentally included a purchase and sale agreement that was only partially executed. I have contacted the title company and now have a digital copy of the fully executed agreement. It is attached here.

Please confirm receipt and let me know if there is anything else you need.

Regards, Janet Roscoe

Sent from my iPad

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JUN 23 2025

WATER RESOURCES
WESTERN REGION

RECEIVED

Jun 23, 2025

DEPARTMENT OF
WATER RESOURCES**REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (this "**Agreement**") is made and entered into as of the date of the last signature required by Buyer and Seller to make this Agreement effective (the "**Effective Date**") between Charles F. Hummel and Calista F. Hummel, Co-Trustees of the Charles and Calista Hummel Trust u/t/a dated February 17, 1994 ("**Seller**") and James Clayton Roscoe and Janet Kathleen Schiele Roscoe, husband and wife ("**Buyer**").

1. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title and interest in and those certain parcels of real property located at 305 N. Mobley Drive, Boise, Idaho 83712-8136 and more particularly described on Exhibit A, attached hereto (the "**Property**"). The Property include all improvements located thereon and all appurtenances related thereto, including all easement rights, mineral rights, water and water rights appurtenant to or used on the Property (if any). The Property also includes fixtures located on the Property, including, but not limited to, attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants, shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, built in and "drop-in" ranges, refrigerator, fuel tanks and irrigation fixtures and equipment. The Property does not include any of Seller's personal property located on the Property.

2. **PURCHASE PRICE; EARNEST MONEY.** The purchase price shall be five hundred and seven thousand and No/100ths Dollars (507,000.00) (the "**Purchase Price**"). Within 2 business days after Seller's execution of this Agreement, Buyer shall deposit three thousand and No/100ths Dollars (\$3000.00) ("**Earnest Money**") with Escrow Agent (defined in Section 6.b hereof). The Earnest Money shall be applied to the Purchase Price at Closing.

3. **BUYER'S FEASIBILITY STUDY.**

a. *Property Feasibility Period.* Buyer shall have until fifteen (15) days after the Effective Date (the "**Feasibility Period**") to conduct a general feasibility study of the Property. On or before expiration of the Feasibility Period, Buyer shall deliver a written notice to Seller and Escrow Agent stating either (i) that Buyer accepts the condition of the Property and elects to proceed to closing (an "**Acceptance Notice**"), or (ii) that Buyer has determined that the Property is unacceptable for any reason in Buyer's sole discretion and that Buyer elects to terminate this Agreement (a "**Termination Notice**"). Upon Buyer's delivery of an Acceptance Notice, the Earnest Money shall become nonrefundable and Buyer and Seller shall proceed to closing as set forth in Section 6 below. Upon Buyer's delivery of a Termination Notice, the Earnest Money shall be returned to Buyer and both parties shall be relieved of all obligations hereunder, except those obligations that survive the termination of this Agreement. If no notice is given within the Feasibility Period, Buyer shall be deemed to have given an Acceptance Notice.

b. *Due Diligence Materials.* Seller's property disclosure is set forth on Exhibit B, attached hereto and Seller's lead paint disclosure is set forth on Exhibit C, attached hereto. Seller shall provide (or has provided) Buyer with copies of materials regarding the condition of the Property that are in Seller's actual possession and that Seller deems of relevant or appropriate for disclosure to Buyer. Such foregoing materials are solely for Buyer's convenience. Seller has not made any independent investigation or verification of such materials or the information therein and makes no representations or warranties (and disclaims all) as to the accuracy, completeness or appropriateness of such materials or the information therein.

c. *Property Inspection.* During the Feasibility Period, Buyer may enter upon the Property to conduct such studies, inspections, surveys or evaluations of the Property as Buyer deems appropriate. Buyer shall hold Seller harmless from and against any claims, damages, liability, causes of action, judgments and expenses arising from Buyer's inspection of the Property. Buyer shall repair any and all damage to the Property arising out of Buyer's inspection of the Property and shall restore the Property to as good a condition as existed on the date immediately preceding the date of such damage. The obligations set forth in this Section shall survive the closing or the termination of this Agreement. Buyer shall have no obligation to indemnify Seller from any claim, damage, liability, cause of action, judgment or expense caused by Seller's negligence or any physical condition existing on the Property prior to Buyer's use of the Property.

4. **CONDITION OF PROPERTY.** Buyer acknowledges that Buyer has had an opportunity to inspect the Property and perform a due diligence analysis of the Property and is acquiring the Property in an "as is" condition solely in reliance on Buyer's own inspection and that neither Seller nor any agent, representative or employee of Seller has made any representation or warranty, express or implied, verbal or written, with respect to any aspect of the Property, including, but not limited to, its condition, its merchantability or its fitness for any particular purpose or use.

5. **TITLE INSURANCE.** As soon as practical after the Effective Date, Seller shall provide Buyer with an ALTA standard commitment for title insurance for the Property issued by Escrow Agent in the amount of the Purchase Price (the "**Title Commitment**"). Buyer shall notify Seller of its approval or disapproval of any exception shown in the Title Commitment on or before fifteen (15) days after its receipt of the Title Commitment (the "**Title Notice**"); provided, however, any mortgage, deed of trust, mechanic's lien or similar financial encumbrance shall be deemed to be disapproved unless otherwise indicated by Buyer in writing. Any special exceptions (i.e., not the general exceptions that may be removed by extended title coverage and not the above mentioned financial encumbrances) not disapproved by Buyer shall be "**Permitted Exceptions.**" Within five (5) days after the receipt of such Title Notice, Seller shall either (i) remove the disapproved special exceptions or give reasonable written assurances to Buyer that such disapproved special exception(s) will be removed on or before closing, or (ii) notify Buyer that Seller elects not to remove the disapproved special exceptions. If Seller elects not to remove the disapproved special exceptions, if Buyer finds Seller's assurances of removal prior to closing to be unreasonable or if Seller fails to respond to the Title Notice within the foregoing period, then Buyer may terminate this Agreement by giving notice of such termination to Seller within two (2) days after the earlier of Buyer's receipt of Seller's notice or expiration of Seller's response period. Upon such termination of this Agreement, Escrow Agent shall immediately refund all Earnest Money deposited hereunder to Buyer (requiring no other signatures) and all obligations of Seller and Buyer under this Agreement shall terminate except those obligations that survive the termination of this Agreement. Buyer's failure to provide notice of termination within such two (2) day period shall be deemed an election to waive its disapproval of any special exceptions that Seller has not removed or provided reasonable written assurances of removal. Buyer shall not be required to close if any special exception disapproved by Buyer as herein provided cannot be removed by closing; provided, however, that Buyer may elect to waive its disapproval of the disapproved special exceptions and close on the remaining terms. Notwithstanding the foregoing, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement. Exceptions to be discharged by Seller may be paid out of the Purchase Price at closing.

6. **CLOSING AND RELATED MATTERS.**

a. *Closing Date.* If Buyer delivers an Acceptance Notice, then the closing shall take place not later than ten(10) days following the delivery of the Acceptance Notice, or such other date as the parties may agree ("**Closing Date**").

b. *Escrow Closing.* The closing shall take place at TitleOne Corporation, 1101 River Street, Boise, Idaho 83702 ("Escrow Agent"). On or before the Closing Date, Buyer and Seller shall deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or official bank check), as necessary to complete the transaction in accordance with this Agreement. Seller shall execute an affidavit of non-foreign status and such affidavits as may be customarily required for issuance of the Title Policy while giving effect to Buyer's approval of the Permitted Exceptions. Escrow Agent's closing fees shall be equally divided between Seller and Buyer. Taxes, assessments, utility charges and other expenses with respect to the Property shall be prorated as of the Closing Date. Buyer shall pay for any title insurance desired by Buyer in addition to that provided by Seller pursuant to Section 6.d hereof. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement.

c. *Conveyance of Title.* At closing, Seller shall execute and deliver to Buyer a special warranty deed conveying good and marketable title to the Property free and clear of any liens, claims or encumbrances done, made or suffered by Seller, or any person claiming under Seller, except (a) real property taxes and assessments not yet due and payable, (b) rights reserved in federal patents, state or railroad deeds, (c) building or use restrictions, building and zoning regulations and ordinances of any governmental unit, (d) rights-of-way, easements and other matters established or of record or appearing on the land, and (e) matters done, made or suffered by or through Grantee. Buyer shall be entitled to exclusive possession of the Property on the Closing Date.

d. *Title Insurance.* At closing (and as a condition to Buyer's obligation to close), Seller shall provide Buyer with Escrow Agent's irrevocable commitment to (i) provide Buyer with an ALTA standard coverage title insurance policy pursuant to the Title Commitment dated as of the closing and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of any defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form, and the Permitted Exceptions ("Title Policy").

e. *Risk of Loss, Condemnation.* Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to closing, then Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date. Upon such termination this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the Purchase Price shall be reduced by the amount of any condemnation award received by Seller at or prior to closing. On closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings as soon as Seller has knowledge thereof.

7. **BROKERAGE.** Seller and Buyer represent and warrant to each other that they have not used any real estate agent or broker in this transaction.

8. **NOTICES.** Any notice under this Agreement shall be in writing and be delivered in person, by facsimile, by electronic mail, by public or independent private courier service (so long as such service provides written confirmation of delivery), or certified mail, return-receipt requested. All notices shall be addressed to the parties at the addresses contained herein or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three days after mailing by registered or certified mail or (c) the day facsimile or electronic mail delivery is verified as completed by the transmitting system.

If to Buyer:

James Clayton Roscoe and Janet Kathleen Schiele Roscoe
1619 N. 9th Street
Boise, Idaho 83702-3616
Email: jclayroscoe@hotmail.com;
jksroscoe@hotmail.com

If to Seller:

Kay Hummel
420 E. Crestline Drive
Boise, Idaho 83702
Email: kayhum@cableone.net

With a copy to:

Jeffrey C. Fereday
Givens Pursley LLP
601 W. Bannock Street
Boise, Idaho 83702
Email: JeffFereday@GivensPursley.com

9. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via facsimile or electronic mail shall be as effective as delivery of an original signed copy.

10. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Buyer may assign this Agreement prior to delivery of the warranty deed to Buyer upon written notice of such assignment to Seller; provided, however, Buyer shall not be released from any of Buyer's obligation hereunder unless expressly released by Seller.

11. **SURVIVAL OF TERMS.** The terms, provisions, warranties, covenants and indemnities shall survive the closing, and this Agreement shall not be merged therein but shall remain binding upon and for the Parties hereto until fully observed, kept or performed.

12. **INTEGRATION; AMENDMENT.** This Agreement contains the entire agreement between the parties relating to the Property, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Agreement.

13. **REMEDIES.** If either party defaults in the performance of this Agreement, the other party may seek any right or remedy provided at law or equity, including specific performance of this Agreement, damages or rescission. In any suit, action or appeal therefrom to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on appeal.

14. **WAIVER.** Waiver of performance of any provision of this Agreement shall not be a waiver of, nor prejudice, the party's rights otherwise to require performance of the same provision or any other provision.

15. **TIME OF THE ESSENCE; BUSINESS DAYS AND HOURS.** Time is of the essence in this Agreement. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is located. A business day shall not include any Saturday or

Sunday nor shall a business day include any legal holiday recognized by the State of Idaho as found in Idaho Code § 73-108. The time in which any act required under this Agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday then the time for performance shall be the next subsequent business day.

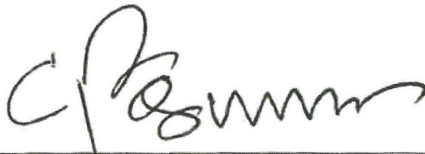
16. **EXHIBITS.** All exhibits hereto are incorporated as if fully set forth herein.

17. **AUTHORITY.** The individuals executing this Agreement on behalf of a party represent and warrant to the other party that such individuals are duly authorized to execute and to deliver this Agreement on behalf of such party.

[end of text; signature page follows]

DATED effective as of the Effective Date.

"Buyer"



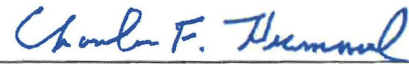
James Clayton Roscoe



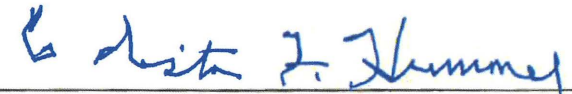
Janet Kathleen Schiele Roscoe

1/7/14
Date

"Seller"



Charles F. Hummel, Co-Trustee of the Charles and
Calista Hummel Trust u/t/a dated February 17, 1994



Calista F. Hummel, Co-Trustee of the Charles and
Calista Hummel Trust u/t/a dated February 17, 1994

1/8/14
Date

Exhibits:

- Exhibit A – Legal Description of the Property
- Exhibit B – Seller's Property Condition Disclosure
- Exhibit C – Seller's Lead Paint Disclosure

LEGAL DESCRIPTION OF THE PROPERTY

[illegible]

EXHIBIT B

SELLER'S PROPERTY CONDITION DISCLOSURE

Seller's Name and Address: Charles F. Hummel and Calista F. Hummel, Co-Trustees of the Charles and Calista Hummel Trust u/t/a dated February 17, 1994
Garden Plaza at Valley View #269
1130 Allumbaugh Street
Boise, Idaho 83704

The Idaho Property Condition Disclosure Act requires any person who intends to transfer any residential real property to complete a property condition disclosure form. The form constitutes a statement of the conditions of the property and of information concerning the property actually known by Seller. Other than having lived at or owning the property, Seller possesses no greater knowledge than that which could be obtained by a careful inspection of the property by a potential transferee. *This statement is not a warranty of any kind by Seller or by any agent or subsequent agent representing Seller in this transaction.* This statement is not a substitute for any inspections.

1. All appliances and service systems included in the sale (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, tv antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc.) are functioning properly except: **No Exceptions to Seller's knowledge** (please list and explain).

2. Specify problems with the following:
- | | |
|--------------------------|---|
| Basement water | None to Seller's knowledge |
| Foundation | None to Seller's knowledge |
| Roof condition and age | Acceptable to Seller; main house roof is about 10 years old; the carport roof was replaced in 2013. |
| Well (type) ... | Irrigation water only problem None to Seller's knowledge |
| Septic system (type) ... | None problem Not applicable |
| Plumbing | None to Seller's knowledge |
| Drainage | None to Seller's knowledge |
| Electrical | None to Seller's knowledge |
| Heating | None to Seller's knowledge |

3. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.): **None to Seller's knowledge**

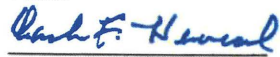
4. Are you aware of any hazardous materials or pest infestations on the property? **No**

5. Have any substantial additions or alterations been made without a building permit? **No (except when no building permit was required)**

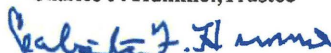
6. Any other problems, including legal, physical or other not listed above that you know concerning the property: **None.**

Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller is familiar with the residential real property and each act performed in making a disclosure of an item of information is made and performed in good faith. Buyer acknowledges receipt of this statement.

Seller:

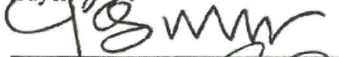

Charles F. Hummel, Trustee

1/8/14
Date


Calista F. Hummel, Trustee

1/8/14
Date

Buyer:


James Clayton Roscoe

1/7/14
Date


Janet Kathleen Schiele Roscoe

1/7/14
Date

EXHIBIT C

SELLER'S LEAD PAINT DISCLOSURE

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) XX Known lead-based paint and/or lead-based paint hazards are present in the housing(explain). **The housing was built prior to 1978, and is therefore 'target' housing that may have lead based paint hazards.**
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents).
- (ii) XX Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) N/A Buyer has received copies of all information listed above.
- (d) XX Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. Such pamphlet shall be deemed to be attached hereto.
- (e) Buyer has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) X waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer and Seller have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and Seller issues this statement.

Seller:

Charles F. Hummel 1/8/14
Charles F. Hummel, Trustee Date

Calista F. Hummel 1/8/14
Calista F. Hummel, Trustee Date

Buyer:

James Clayton Roscoe 1/7/14
James Clayton Roscoe Date

Janet Kathleen Schiele Roscoe 1/7/14
Janet Kathleen Schiele Roscoe Date



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 16, 2025

JAMES CLAYTON ROSCOE
JANET KS ROSCOE
305 N MOBLEY DR
BOISE ID 83712-8136

RE: Change in Ownership, Water Right No: 63-17158

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of a fully executed Deed, Title Policy or other legal document indicating your ownership of the property and/or water rights in question

The Purchase and Sale Agreement does not qualify as suitable documentation as per the instructions attached to the Notice on the Departments website. Please consult #7 of the instructions at, <https://idwr.idaho.gov/form/water-rights-forms/>. Click on Ownership then Notice of Change of Water Right Ownership.

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

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-605-4631.

Sincerely,

Susy Hobson
Technical Records Specialist 1

Enclosure: Return of the Real Estate Purchase and Sale Agreement