



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 • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 29, 2026

LEE ANN EVANS
2180 MISSMAN RD
COUNCIL ID 83612

RE: Change in Ownership Water Right No(s): 67-367A

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 5, 2026 for the above referenced water rights. The Notice could not be processed because the Department needed a document that conveyed the water right to you.

On August 7, 2026 the Department requested the required information from you. As of the date of this letter, the Department has not received the the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$100 has been requested and will be mailed to you under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 05 2026

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-367A	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: FRED & MARWENA STOVNEK

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): KEE ANN EVANS

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or3180 MISSOURI ROAD

Mailing address

Cousins

City

IN

State

83612

Zip

(775) 722-8265

Telephone

akaglee@gmail.com

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: 3/18/94

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: KEE ANN EVANS

Signature of new owner/claimant

Title, if applicable

Date 4/29/26KEE ANN EVANS

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by KW Date 5.5.2026 Receipt No. 0126087 Receipt Amt. \$100.00

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 _____

Date _____

RETURNED
FROM THE DESK OF
Lee Ann Evans
2180 Missman Road, Council, ID 83612

April 7, 2026

Kelly Smith
Idaho Department of Water Resources
322 E Front St., Suite 648
Boise, ID. 83702

Dear Kelly,

I have given this task from IDWR much thought and action and feel I am no further ahead in determining an accurate account of how many shares of Mill Creek water I actually own.

In speaking with Mike Paradis, my neighbor, Mike explained that when Fred and Marlena Stovner began selling their properties in this vicinity there were many splits made to the original shares. Many of us neighboring have shares of those original water rights. So this makes me wonder if something was simply not recorded correctly?? As you can see we completed the change of ownership paperwork to IDWR in 1994 after closing on the transaction.

As I mentioned when we spoke, all my paperwork states we only purchased stock water for up to 10 head of beef. I have never been involved with any kind of management of these shares since it was such a small amount, except to keep the ditch maintained across my property. To ensure my livestock are watered, to keep the water flowing and avoid flooding situations when water is high.

I am including what I feel is pertinent information on how we concluded that we only owned stock water rights. I probably need to add that I was married to Doug Kesler, when we purchased the property in 1994. We divorced in 1995/1996, and I bought out Doug's share and assumed sole ownership of the property.

Please review at your level and if I need to make a visit to your office to clarify I am certainly willing to do just that. So appreciate you bringing this to my attention I am just not sure where to go from here.

Thank you,

LEE ANN EVANS

I SENT THIS LETTER w/ PKT OF BACKUP INFORMATION TO KELLY.
SHE SAID SHE COULD NOT PROCESS AND THAT I NEEDED TO
HAVE THE SHARES CHANGED TO MY OWNERSHIP BEFORE PROCEEDING!



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

ID# 158047

Council, Idaho, January 24, 1994

Douglas Allan and Lee Ann Kesler

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate (hereinafter referred to as "premises") commonly known as "Hoover Place", 2170 Missman Lane, North Council, Adams County, Idaho (approx. 50 acres) and City of Council, Adams County, Idaho, legally described as: see attachment Exhibit A

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED ON ATTACHED PRIOR TO EXECUTION BY BUYER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of Five Hundred (\$ 500.00) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or ☐ for the benefit of the parties hereto, and both parties shall hold the completely executed broker's copy of this agreement and is responsible for the closing. (c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control. (d) The parties agree that Timberline Title and Escrow Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Timberline Title and Escrow Co. If a long term escrow / collection is involved, then the escrow holder shall be

2. TOTAL PURCHASE PRICE IS Ninety Thousand

DOLLARS (\$ 90,000.00)

Payable as follows:

(a) \$ 90,000.00

Cash down, including above Earnest Money (Closing costs are additional).

(b) \$

Balance of the purchase price (M.I.P. not included).

3. FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conventional, ☐ FHA, ☐ FmHA, ☐ Assumption of existing loan(s), ☐ Other.

(a) ☒ NEW FINANCING. Purchase loan balance as noted above for a period of 30 years at 8 1/2 % per annum. If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof. Buyer shall pay no more than points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally.

(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ including ☐ P ☐ I ☐ T ☐ L.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

4. OTHER FINANCING, TERMS AND/OR CONDITIONS: (1) Contingent upon buyer & property qualifying for loan with

Farm Credit Service. (2) Seller to convey valid water rights of 55 shares East Fork Ditch, and 1" of decreed
water of Hill Creek conveyed to the premise through the Robert Young Ditch. (3) Buyer grants seller adequate
time to remove machinery and farm equipment after final snow is off the ground in the spring of 1994.

5. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of on or before March 7, 1994

listed with

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify)

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer 7 calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative of two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

6. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (if FHA / VA financing is sought see item # 17 on reverse side): see addendum

7. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: see addendum

8. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☐ Yes ☒ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by See item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assump.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Prep.	Tax Service	Closing Agent's Fee	Long Term Escrow Fees	Title Insurance
BUYER	X										
SELLER											
SURE LOCALTY							X		X		X

Cost of lender or code repairs not to exceed \$

9. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than March 15, 1994

10. POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other

"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be prorated as of the last available assessment as a basis.

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

11. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of March 7, 1994

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

12. IMPORTANT — AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented N/A

and the agent working with the seller represented See attached addendum(s). Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: Selling Agency:

By: By:

Buyer: Buyer's Address: 2175 Old Hornet Road, Council, ID 83612

Buyer: Buyer's Phone: Residence 253-4556 Business

☒ See attached Addendum(s). ☐ See attached Counter Offer(s).

On this date, We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: MARLENA J. STOVNER Seller's Address: 2370 Mill Creek Road

Seller: Marlena J. Stovner Date 1-24-94 City Council State ID Zip 83612

Seller: Fred D. Stovner Estate ROANALD H. STOVNER Seller's Address: 8906 Autumn Leaf Ct

Seller: Roanald H. Stovner Date Jan 24 1994 City Fairfax State VA Zip 22031

"A"

RETURNED

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A67-11266**
Date Received: 11/17/1989
Receipt No: W006739
Received By: _____

COPY

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: DOUGLAS ALLAN KESLER 208-253-4556
Address: PO BOX 684
COUNCIL ID 83612

AND

Name: LEE ANN KESLER 208-253-4556
Address: PO BOX 684
COUNCIL ID 83612

2. Date of Priority: DEC 31, 1915

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16N	01W	2	SW	NE			ADAMS

5. Description of diverting works:
APPROX 90' DEEP, 6" CASING, PIPED TO HOME AND OUT BLDGS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 1 HOME, STOCKWATER, UP TO 10 HD. BEEF

RETURNED

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16N	01W	2	SW	NE		DOMEST	
			SW	NE		STOCK	

11. Place of use in counties: ADAMS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

A67-00367A, EAST FK DITCH CO.

14. Remarks:

OWNERSHIP CHANGED BY LH 4/11/94.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

THIS DOCUMENT IS ISSUED IN DUPLICATE OF WHICH EACH IS AN ORIGINAL.

TIMBERLINE TITLE & ESCROW, INC.
P.O. Box 6
Council, Idaho 83612
208-253-6886 Fax No. 208-253-6887

COPY

ESCROW CLOSING INSTRUCTIONS-94-166

BUYER: DOUGLAS A. KESLER & LEEANN KESLER, husband and wife

SELLER: MARLENA J. STOVNER DAVIS, a married woman

Please close this transaction based on the following information:

1. TOTAL PURCHASE PRICE: \$90,000.00 DOWN PAYMENT: Total in cash (including \$500.00 earnest money) on or before March 18, 1994.
2. EARNEST MONEY: \$500.00 GIVEN TO: Seller
3. Order Title Insurance From TIMBERLINE TITLE & ESCROW, INC. with the policy amount to be \$90,000.00. Title Insurance will be paid for by the split 50-50 between Seller and Buyer. Buyer accepts title commitment subject to standard exceptions #1 - #6 and printed exceptions #7 - #8.

LAK DK
Buyer
4. Cost to be paid as follows: Legal fees to be paid by: n/a Assumption fee: n/a Survey: n/a Closing Costs: split 50-50 Escrow filing: n/a Recording: split 50-50 Contract and/or Document Prep: split 50-50
5. Prorate Taxes based on 1993 taxes. Prorated taxes as of: March 18, 1994. Due to proration of taxes the buyer is responsible for 1994 taxes when due in December, 1994.

CONTINGENT on Buyer obtaining financing with Farm Credit Service. It is understood that Seller will allow Buyer until March 7, 1994, to obtain financing and during this time will not accept other offers on subject property. After that date, Seller may entertain other offers. In such case, Seller will notify Buyer and Buyer will have seven additional days to obtain financing and complete closing escrow on the property.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Counter range top and built-in oven, built-in queen size bed in master bedroom, mini-blinds on windows, two wood stoves in clinic building, built-in wooden storage units in clinic building, garage, and basement, electric sump-pump in basement, basement oil furnace and living room wood stove, electric irrigation pump for lower pond, and handline sprinkler pipe, two built-in cattle watering troughs near hay barn and near milk barn.

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Kitchen wood stove, walk-in refrigeration box and compressors in walk-in out building, kitchen refrigerator, tire changer near driveway, all metal storage cabinets in garage and clinic barn, diesel and gasoline above-ground storage tanks.

SELLER to convey valid water rights of 55 shares East Fork Ditch, and 1" of decreed water of Mill Creek conveyed to the premise through the Robert Young Ditch.

REFIGATION

The US24-F50, Serial Photography Field office asks to be credited in
dated products.



- Quarter Quarters
 FLS Sections
 Townships
 Place of Use Boundary
 Point of Diversion



Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, September 29, 2026 11:50 AM
To: IdwrPayable
Subject: Refund for Lee Ann Evans-Change in Ownership returned

Please refund \$100. The ownership change is being returned unprocessed.

Lee Ann Evans
2180 Missman Rd
Council ID 83612

Receipt C126087



Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

August 07, 2026

LEE ANN EVANS
2180 MISSMAN RD
COUNCIL ID 83612

RE: Change in Ownership Water Right No(s): 67-367 A

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:

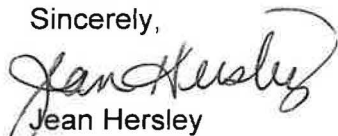
- Evidence of Water Right Ownership: A conveyance document quitclaiming water right 67-367A from Fred D Stovner and Marlena J Stovner (Stovner's) to Lee Ann Evans. In 2008 the Snake River Basin Adjudication (SRBA) Court issued what is called a decree for water right 67-367A. The decree is a judicial order that determines the elements of the water right, such as the diversion rate and volume, the priority date, ownership, etc. Water right 67-367A was decreed in the name of the Stovner's. Because the Stovner's didn't own the land where the water was used in 2008 when the decree was issued, the decree separated the water right ownership from the land ownership. In other words, the Stovner's or their heirs technically own the water right because the SRBA Court issued the water right in their name.

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. You can mail the required document to the address above or email to file@idwr.idaho.gov, attn. Jean.

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 208-287-4942.

Sincerely,



Jean Hersley
Technical Records Specialist 2