

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OCT 16 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
93-7129	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Priscilla Harala (Greg Harala)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Priscilla Lindh

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/orP.O. Box 114

Mailing address

Worley

City

ID

State

83876

ZIP

612-741 3730

Telephone

priscaspastures@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: _____

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: Priscilla Lindh

Signature of new owner/claimant

Title, if applicable

Date

10/16/13

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

QUITCLAIM DEED

This Quitclaim Deed, executed this 17th day of June, 2013, by the Grantor,

Priscilla Lind Harald

whose address is

293 Sinkler Road Plummer ID 83851

to the Grantee,

Priscilla Maria Lindh

whose address is

293 Sinkler Road Plummer ID 83851

Witnesseth, that the Grantor, for good consideration and for the sum of \$ 0
dollars (\$) USD paid by the Grantee, the receipt wherof is hereby

acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title,
interest and claim which the said Grantor has in and to the following described parcel of land, and

improvements and appurtenances thereto in the County of Beneviah, State of
Idaho, to wit:

The North half of the Northeast Quarter of the Southeast Quarter in
Section 9, Township 46 North Range 5 West, B.M. Beneviah County, ID

In witness whereof, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Name

Chris Gibson
Witness Signature

Priscilla Harald
Grantor Signature

Witness Name

Witness Signature

Grantor Signature

STATE OF Idaho

COUNTY OF Beneviah

STATE OF Idaho)
)
County of Benewah)

On this 17 day of June, 2013, before me, Celia L
Sibert, a Notary Public in and for said State,
personally appeared Priscilla M. Lindh, known or
identified to me to be The person whose name is subscribed to the within
instrument, and acknowledged to me that he / she executed the same.



Celia L. Sibert
Notary Public in and for the State of Idaho

Residing at St. Maries

My commission expires: March 26, 2016

Instrument # 265979

BENEWAH COUNTY

6-17-2013 11:00:29 No. of Pages: 2

Recorded for : PRISCILLA M LINDH

DEANNA BRAMBLETT

Ex-Officio Recorder Deputy Deanna Bramblett Fee: 13.00

Index to: DEEDS, QUIT CLAIM

MORRIS & WOLFF, P.A.
Nancy A. Wolff (ISB #2930)
Mariah R. Dunham (ISB #7287)
722 Main Avenue
St. Maries, Idaho 83861
Telephone: (208) 245-2523
Facsimile: (208) 245-4392

FILED
BENEWAH COUNTY

2013 MAR -6 PM 3:58

BY: JD .DEPUTY

Attorneys for PRISCILLA LIND HARALA

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BENEWAH

PRISCILLA LIND HARALA,	)	Case No. CV-2012-429
	)	
Plaintiff,	)	DECREE OF DIVORCE
	)	
vs.	)	
	)	
GREGORY MARK HARALA,	)	
	)	
Defendant.	)	

The Plaintiff, PRISCILLA LIND HARALA, being represented by Mariah R. Dunham of Morris & Wolff, P.A. and the Defendant, GREGORY MARK HARALA, not being represented by legal counsel, have executed and filed herewith a Stipulation to Entry of Decree of Divorce and have waived their right to appear personally in Court to present testimony herein and have requested that the Court enter said Final Decree of Divorce without a Court hearing. This matter having come before the Court pursuant to stipulation of the parties:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. DISSOLUTION

1. The bonds of matrimony existing between PRISCILLA LIND HARALA and GREGORY MARK HARALA are hereby wholly and forever dissolved and the parties released from each other and from all matrimonial obligations, and each party is awarded an absolute Decree of Divorce from the other upon the grounds of Irreconcilable Differences.

II. COMMUNITY AND SEPARATE PROPERTY AND DEBT DETERMINATION AND DISTRIBUTION

2. On or about September 22, 2010, Plaintiff acquired, as her sold and separate property, an interest in certain real property located at 293 Sinkler Road, Plummer, Benewah County, Idaho more particularly described as follows:

**The North half of the Northeast Quarter of the Southeast Quarter in Section 9,
Township 46 North, Range 5 West, B.M., Benewah County, Idaho.**

Said real property is herby confirmed as Plaintiff's sole and separate real property, subject to any encumbrance due and owing thereon, free from any claim by Defendant.

3. During their marriage, the parties acquired certain items of personal property together as community property. Prior to the marriage, the parties each acquired separate personal property.

a. The following items of personal property are hereby awarded to Plaintiff, subject to any encumbrance due and owing thereon, free from any claim by Defendant:

- i. All personal and household effects in her possession except those specifically listed in section (b.) below;
- ii. All items located at 293 Sinkler Road, Plummer, Benewah County, Idaho, except those specifically listed in section (b.) below;
- iii. Any separate property of the Plaintiff which she owned prior to the marriage;
- iv. 2005 Town and Country Van (including all keys);
- v. Any and all funds held in any bank account(s) in the name of Plaintiff only.

b. The following items of personal property are hereby awarded to Defendant, subject to any encumbrance due and owing thereon, free from any claim by Plaintiff:

- i. All personal and household effects in his possession except those specifically listed in section (a.) above;
- ii. 2001 Ford Ranger Truck 4x4 (including all keys);
- iii. Worley Bird Mud Hut (espresso stand);
- iv. Mobile hot dog cart;
- v. The following items, currently located at 93 Sinkler Road, Plummer, Benewah County, Idaho. Defendant shall make arrangements with Plaintiff within ten (10) days of entry of order to retrieve the items from said property, on a date and time convenient to both parties. If Defendant fails to make such arrangements, he shall relinquish all ownership rights in said items:
 - 1. Fishing rods
 - 2. Clothes
 - 3. Books
 - 4. Backhoe
 - 5. Plumbing wrenches
 - 6. Screw drivers
 - 7. Nuts and bolts
 - 8. Flattop grill
 - 9. Sawzall
 - 10. 1991 Pace Arrow RV (including all keys)
 - 11. Any separate property of the Defendant which he owned prior to the marriage, including but not limited to tools and furniture;
- vi. Any and all funds held in any bank account(s) in the name of the Defendant only.

4. Each party shall assume the debts in his or her own name and any debt incurred since the date of separation on October 24, 2012. Each party shall pay those debts as or before they become due and hold the other party harmless from any obligation concerning those debts.

5. Plaintiff's pension or retirement benefits, if any, are hereby awarded to Plaintiff as her sole and separate property. Defendant shall waive and relinquish any and all community and/or contractual interest(s) he has and/or may have in Plaintiff's pension/retirement benefits, past, present, and/or future; and he shall sign and tender all documents required by the pension plan administrator to accomplish the foregoing provision and complete his waiver and relinquishment of all interests he has and/or may have in said pension/retirement benefits.

6. Defendant's pension or retirement benefits, if any, are hereby awarded to Defendant as his sole and separate property. Plaintiff shall waive and relinquish any and all community and/or contractual interest(s) she has and/or may have in Defendant's pension/retirement benefits, past, present, and/or future; and she shall sign and tender all documents required by the pension plan administrator to accomplish the foregoing provision and complete her waiver and relinquishment of all interests she has and/or may have in said pension/retirement benefits.

7. Each party is hereby ordered to sign, execute and deliver any titles, endorsements, or similar documents necessary to effect the property disposition and debt allocation contemplated herein.

III. MISCELLANEOUS

8. Plaintiff's name is restored to Priscilla Maria Lindh.

9. Each party shall pay their own respective attorney fees and costs.

10. Forty-three (43) days from the date of entry of this Order, the withdrawal of Mariah R. Dunham, attorney for the Plaintiff, shall become effective without further notice to the parties.

Dated this 6th day of March, 2013.


HONORABLE PATRICK R. McFADDEN
Magistrate Judge

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of March, 2013, I caused a true and correct copy of the foregoing document to be served by the method indicated below, and addressed to the following:

Mariah R. Dunham
MORRIS AND WOLFF, P.A.
722 Main Ave.
St. Maries, ID 83861

- (X) Courthouse Mailbox
() U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail
() Facsimile

Gregory Mark Harala
13837 W. Stone Ave.
Post Falls, Idaho 83854

- (X) U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail

Clerk of the Court

By: JD STATE OF IDAHO
Deputy Clerk of the Court
I, County Clerk of the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original as the same now appears on the public record in my office.
Witness my hand and official seal
this _____ day of _____, 2013.

Deputy Clerk

STATE OF IDAHO }
County of Benewah } ss

I, Deanna Bramblett, Clerk of the above
entitled Court & County Recorder do hereby
certify the foregoing to be a full, true and
correct copy of the original. *Decree of Divorce*
as the same now appears on file and on record
in my office.

WITNESS my hand and official seal

This *27th* day of *March*, 20 *13*

By Deanna Bramblett Clerk

By *Carol Ryan* Deputy
