

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 15 2015

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
95-10289	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

James L. Fleischacker & Patricia Dotson
Name of current water right holder/claimant

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

Eddie M Leivas and Jody M Leivas
New owner(s) as listed on the conveyance document

PO Box 326 Spirit Lake ID 83869
Mailing address City State ZIP
530-863-6688 edleivas@hughes.net
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: 6/30/14

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:

Eddie M Leivas
Signature of new owner/claimant

Title, if applicable

6/15/15
Date

Signature:

Jody M Leivas
Signature of new owner/claimant

Title, if applicable

6/15/15
Date

For IDWR Office Use Only:

Received by N/A

Date N/A

Receipt No. N/A

Receipt Amt. SCANNED

Approved by BB

Processed by BB

Date 6/16/2015

JUN 16 2015

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

JIM BRANNON 2 P 2461408000
KOOTENAI COUNTY RECORDER
DAS 6/30/2014 1:23 PM
REQ OF FIRST AMERICAN TITLE KOOTENAI

RECORDING FEE: \$13.00 DD
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 506909-C (ms)

Date: June 23, 2014

For Value Received, **James L. Fleischacker, an unmarried person and Patricia B. Dotson, an unmarried person as joint tenants with right of survivorship**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Eddie M. Leivas and Jody M. Leivas, husband and wife**, hereinafter called the Grantee, whose current address is **1681 E. Highway 54, Athol, ID 83801**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

LOT 1, BLOCK 1, PINE SISKIN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK J OF PLATS, PAGE 49, RECORDS OF KOOTENAI COUNTY, IDAHO.

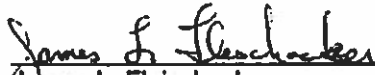
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/23/2014

Warranty Deed
- continued

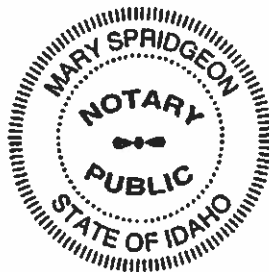
File No.: 506909-C (ma)

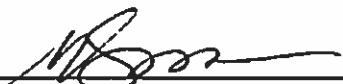

James L. Fleischacker


Patricia B. Dotson

STATE OF Idaho)
SS.
COUNTY OF Kootenai)

On this **Thirtieth day of June, 2014**, before me, a Notary Public in and for said State, personally appeared **James L. Fleischacker and Patricia B. Dotson**, known or Identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: *Coeur d'Alene*
My Commission Expires: *4/2/2020*