

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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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?
91-7555	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BETTY TURNER
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DONNA P HAYS & MICHAEL L. HAYS
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
PO BOX 492 / 7571 ST JOE RIVER RD ST MARIES ID 83861
Mailing address City State ZIP
208-245-0796 d.hays@cpa@aol.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: 7/18/15

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: Michael L. Hays Title, if applicable _____ Date 7/16/15
Signature of new owner/claimant
Signature: Donna P. Hays Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A
Approved by LW Processed by LW Date 7-21-2015

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

RECEIVED
JUL 21 2015
IDWR / NORTH

RECEIVED
2015 Jul 13 PM 04 00
BENEWAH COUNTY
DEANNA BRAMBLETT, CLERK
271599
FIRST AMERICAN TITLE - SAIN
FEES \$ 19.00

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **536254-PF (ms)**

Date: **July 09, 2015**

For Value Received, **Betty S Turner, an unmarried woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Donna P. Hays and Michael L. Hays, wife and husband**, hereinafter called the Grantee, whose current address is **7571 St. Joe River Road, St. Maries, ID 83861**, the following described premises, situated in **Benewah County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

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.

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First American Title Company

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

**ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.**

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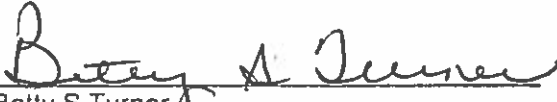
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Date: 07/09/2015

Warranty Deed
- continued

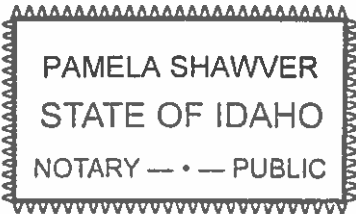
File No.: 536254-PF (ms)


Betty S Turner

STATE OF Idaho)
SS.

COUNTY OF Benewah)

On this 9th day of July, 2015, before me, a Notary Public in and for said State, personally appeared **Betty S Turner**, 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: St. maries
My Commission Expires: 1-20-2016

EXHIBIT A

A parcel in the Southwest Quarter of the Northwest Quarter and Government Lot 2 of Section 15, and Government Lots 11 and 12 of Section 16, all in Township 46 North, Range 1 West of the Boise Meridian, Benewah County, Idaho. The boundary of said parcel is described as:

Beginning at a point on the line between Sections 15 and 16. From this point the 1/4 corner common to said Sections bears North 00° 03' 00" West - 760.87 feet.
Running thence South 85° 05' 30" West a distance of 136.29 feet;
thence westerly and northerly along a 100 foot radius curve right, concave to the northeast, through a central angle of 104° 45' 54", an arc distance of 182.85 feet, the chord of this curve bears North 42° 31' 30" West 158.42 feet;
thence North 09° 51' 30" East a distance of 483.16 feet;
thence North 04° 45' 45" East a distance of 208.82 feet;
thence North 07° 04' 00" East a distance of 485.05 feet;
thence North 09° 10' 15" East a distance of 140.18 feet;
thence North 13° 52' 45" East a distance of 248.01 feet;
thence South 76° 07' 15" East a distance of 530.06 feet to a point on the westerly right-of-way boundary of the St. Joe River Highway described in a deed recorded in Book P-2 at Page 229, records of Benewah County. Said point being opposite and 50 feet offset westerly from Engineer's Centerline Station 384+20.97 of said Highway survey.
thence southerly along this right-of-way boundary (this portion of said right-of-way boundary runs parallel to and 50 feet offset westerly from the centerline of said highway) on a 1,587.02 foot radius curve right, concave to the west, through a central angle of 02° 39' 34", an arc distance of 73.66 feet, the chord of this curve segment bears South 14° 46' 15" West - 73.65 feet;
thence southerly, along said right-of-way boundary, on a spiral curve segment, the chord of which bears South 18° 26' 30" West 196.91 feet;
thence South 19° 36' 00" West, along said right-of-way boundary, on a tangent segment, a distance of 384.96 feet;
thence southerly along said right-of-way boundary on a spiral curve segment, the chord of which bears South 16° 11' 45" West 208.44 feet;
thence southerly along said right-of-way boundary on a 622.96 foot radius curve left, concave to the east, through a central angle of 21° 48' 32", an arc distance of 237.12 feet, the chord of this curve segment bears South 01° 18' 15" East 235.69 feet;
thence South 12° 00' 30" East along said right of way boundary a distance of 109.91 feet, this segment of said right-of-way boundary changes the width of the westerly portion of said highway right-of-way from 50 feet to 60 feet wide;
thence continuing along said right-of-way boundary on a 632.96 foot radius curve left, concave to the east, through a central angle of 04° 23' 28", an arc distance of 48.51 feet, the chord of this curve segment bears South 24° 24' 15" East - 48.50 feet;
thence southeasterly along said right-of-way boundary, along a spiral curve segment the chord of which bears South 33° 11' 15" East - 210.19 feet;
thence South 36° 36' 00" East, along said right-of-way boundary, on a tangent section, a distance of 40.19 feet;
thence southeasterly, along said right-of-way boundary, on a spiral curve segment, the chord of which bears south 36° 36' 00" East - 15.90 feet;

thence South 43° 57' 45" East, along said right-of-way boundary, a distance of 195.23 feet. This segment of said right-of-way boundary changes the width of the southwesterly portion of this highway right-of-way from 60 feet to 50 feet wide;
thence southeasterly, along said right-of-way boundary, on a 527.46 foot radius curve left, concave to the northeast, through a central angle of 04° 51' 34", an arc distance of 44.74 feet. The chord of this curve segment bears South 51° 01' 51" East - 44.72 feet;
thence, leaving said right-of-way boundary, South 22° 24' 00" West, a distance of 194.64 feet;
thence South 85° 08' 41" West, a distance of 179.03 feet;
thence North 0° 00' 27" East, a distance of 301.03 feet, (of record as North a distance of 301.10 feet);
thence South 85° 06' 44" West, a distance of 360.90, (of record as South 85° 05' 30" West a distance of 360.88 feet) to THE POINT OF BEGINNING.