

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

SEP 19 2016

IDWR/NORTHERN

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?
95-15081	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Dennis E. Morgan
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Frank Lund Reta Lund
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

P.O. Box 166 St Maries ID 83861
Mailing address City State ZIP

208-436-4734 FLund1@yahoo.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: 7-29-16

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: [Signature] 9-16-16
Signature of new owner/claimant Title, if applicable Date

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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 cmonty Date 9-19-16

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
831 Main Avenue
St. Maries, ID 83861

RECEIVED
2016 Jul 29 PM 02 44
BENEWAH COUNTY
DEANNA BRAMBLETT, CLERK
274796
FIRST AMERICAN TITLE - SAIN
FEES: \$ 13.00

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **593668-SM (ps)**

Date: **July 13, 2016**

For Value Received, **Dennis E. Morgan, a single person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Frank Lund and Reta Lund, husband and wife**, hereinafter called the Grantee, whose current address is **PO Box 166, St. Maries, ID 83861**, the following described premises, situated in **Benewah County, Idaho**, to-wit:

The North Half of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 31, Township 46 North, Range 3 West, Boise Meridian, Benewah 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.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
831 Main Avenue
St. Maries, ID 83861

**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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Date: 07/13/2016

Warranty Deed
- continued

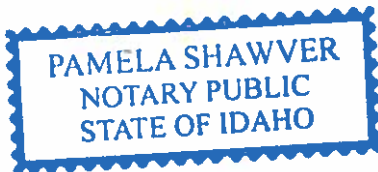
File No.: 593668-SM (ps)


Dennis E. Morgan

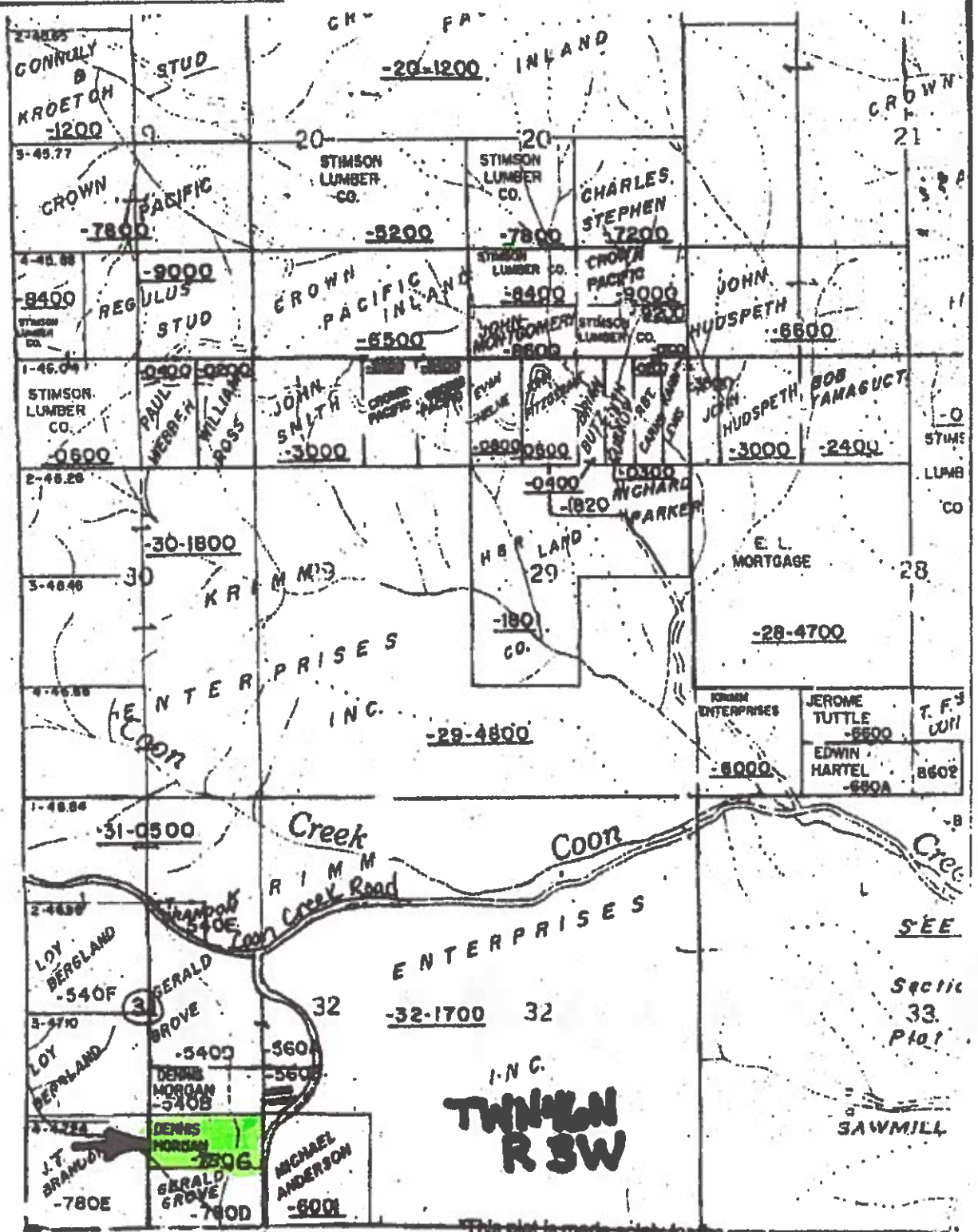
STATE OF Idaho)
SS.

COUNTY OF Benewah)

On this 28th day of July, 2016, before me, a Notary Public in and for said State, personally appeared **Dennis E. Morgan**, 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: 1/20/2022



This plat is made solely for the purpose of assisting in locating said land, and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive. Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 19, 2016

Frank and Reta Lund
PO Box 166
St Maries ID 83861

Re: 95-15081 – Notice of Change in Water Right Ownership

Dear Property Owner:

This letter will confirm that your ownership change has been received and processed by this office. A Preliminary Recommendation is enclosed for your files.

If you have any questions regarding this matter, please contact our office.

Sincerely,

Carolyn Monitz
Technical Records Clerk
IDWR
Northern Region

CM

Encl