

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 04 2017
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. 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-11380	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: Gayle R. Lammers and M. Paul Lammers Jr.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Charles E. and Debra A. Allen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

1620 E. Chilco Rd. Rathdrum ID 83858
Mailing address City State ZIP

208-1687-4086 chuckndebb77@gmail.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: 8-31-15

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.
- ☐ 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: [Signature] Title, if applicable _____ Date 9/29/17
Signature of new owner/claimant

Signature: [Signature] Title, if applicable _____ Date 9-29-17
Signature of new owner/claimant

For IDWR Office Use Only:

Received by Ja Date 10-4-17 Receipt No. N032972 Receipt Amt. \$2500

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 _____

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:281334

FOR VALUE RECEIVED

Gayle R. Lammers and M. Paul Lammers Jr., wife and husband

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Charles E. Allen and Debra A. Allen, husband and wife

whose current address is: **1620 East Chilco Road, Rathdrum, ID 83858**

the grantee(s), the following described premises, in Kootenai County, Idaho, TO WIT:

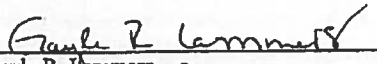
**The North 635 feet to the East 412.5 feet to the Northeast Quarter of Section 14,
Township 52 North, Range 4 West, Boise Meridian, Kootenai County, State of
Idaho.**

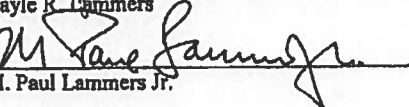
EXCEPTING THEREFROM the County Road right of way.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 26, 2015



Gayle R. Lammers


M. Paul Lammers Jr.

State of Alabama } ss
County of Baldwin }

On this 28th day of August, 2015, before me, , a Notary Public in and for said state, personally appeared Gayle R. Lammers and M. Paul Lammers Jr., 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 same.

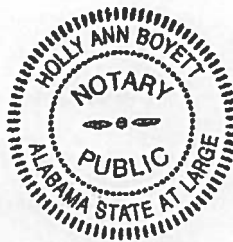
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Holly Ann Boyett

Notary Public for the State of Alabama

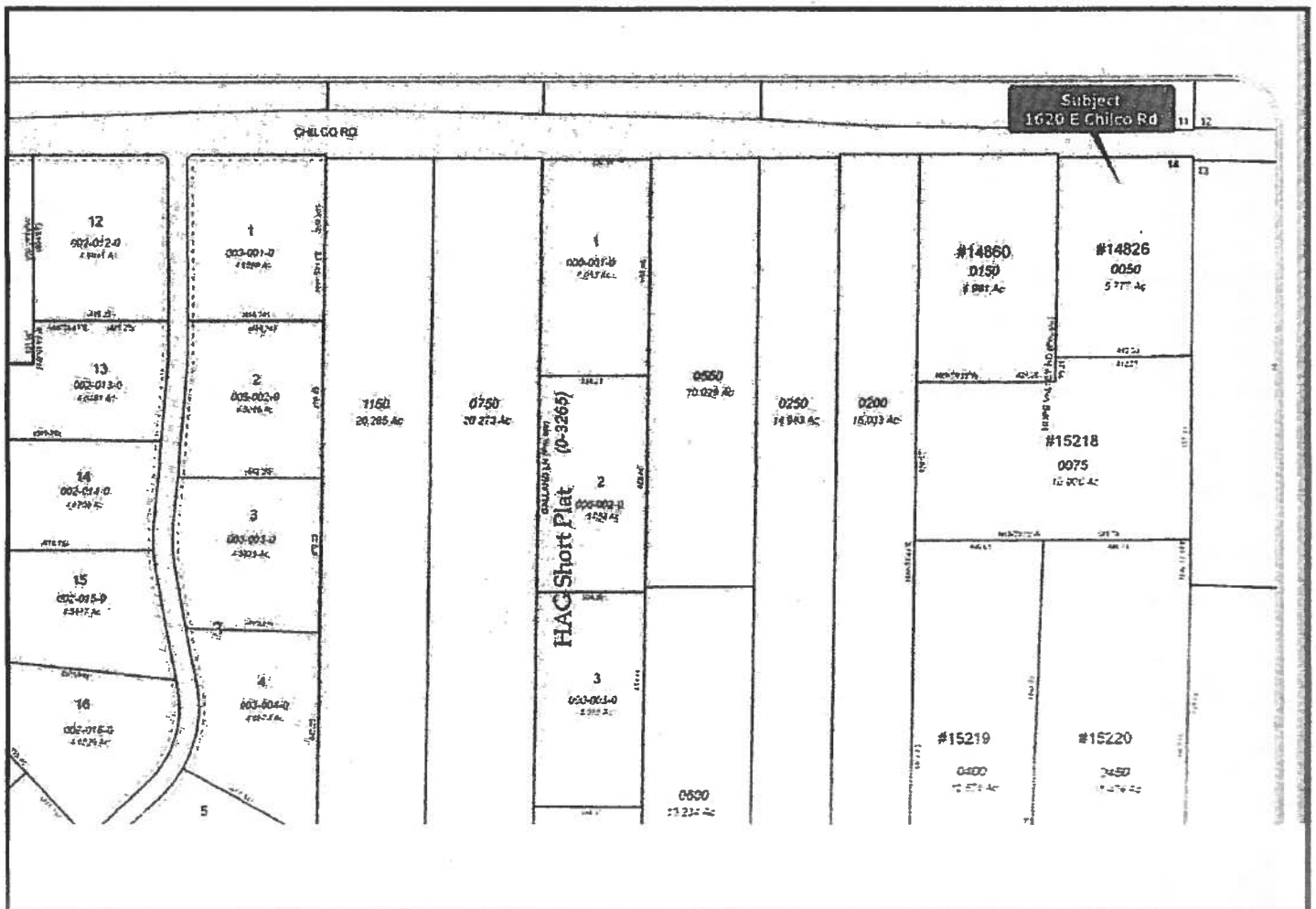
Residing at: Daphne, AL

Commission Expires: 9-15-18



Plat Map

Borrower/Client	Charles Allen				
Property Address	1620 E Chilco Rd				
City	Rathdrum	County	Kootenai	State	ID
Lender	Quicken Loans Inc./DVA				
				Zip Code	83858



WATER EASEMENT AND SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 14TH day of June by and between John P. Sanders and Catherine L. Sanders, husband and wife, party of the first part, hereinafter referred to as the "supplying party", and Virginia Hirsch, a single women, party of the second part, an hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the "supplying party" is now the owner of property known as 1620 E. Chilco Rd., Rathdrum, Idaho 83858 (Parcel 1)2, located in the County of Kootenai, State of Idaho, which property is more fully described as follows, to wit:

The North 635 feet of the East 412.5 feet of the Northeast quarter of Section 14, Township 52 North, Range 4W.B.M.-0050, Kootenai County, State of Idaho

and

WHEREAS, the "supplied party" is the owner of 20518 N. Hope Valley Rd., Rathdrum, Idaho 83858 (Parcel 2)2, located in the County of Kootenai, State of Idaho, which property is more fully described as follows, to wit:

Parcel ID Section 14, Township 52 North, Range 4 W.B.M.-0075, #15218, Kootenai County, State of Idaho

and

WHEREAS, there is a well located upon the "supplying party" (Parcel 1)2, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to the two properties, described in this Agreement1, connected to the said "water distribution system";

and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and "water distribution system" shall be used and operated to provide an adequate supply of water for each of the two properties connected thereto, for the domestic consumption of the "existing residential dwellings" on each parcel, and to assure the continuous and satisfactory operation and maintenance of the well and "water distribution system" for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto;

and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the two parcels described herein with water from the well for domestic use only of a single family residing therein;

and

WHEREAS, not finance or guarantee mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of

STATE OF IDAHO }
COUNTY OF KOOTENAI }

JUN 18 2010

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL INSTRUMENT ON RECORD IN THIS OFFICE

DANIEL J. ENGLISH

Clerk/Recorder

By *[Signature]*
Deputy

DANIEL J. ENGLISH RP 12259745000
KOOTENAI CO. RECORDER Page 1 of 8
AAA Date 06/18/2010 Time 12:35:20
REC-REQ OF ALLIANCE TITLE COMPANY
RECORDING FEE: 24.00
2259745000 DE 9

this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement;

and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Idaho health authority and has been determined by the authority to supply safe and potable water;

and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on "supplying party" (Parcel 1) shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the "existing residential dwellings" residing thereon, are hereby granted the right in common with the other party to this Agreement, to draw water from the well located on the Sanders' (Parcel 1) property for quotidian domestic use of existing residential dwellings, excluding the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located on the Hirsch property (Parcel 2), as of the date of this Agreement shall:
 - a. In June 2010, an additional mobile home was placed on (Parcel 2) under a Temporary Hardship Permit (THP4). It is understood that one of the dwellings will be removed if (Parcel 2) is sold, leased or Ms. Hirsch no longer resides on the property (Parcel 2) for any reason, or there is no longer a hardship condition; or within 2 years of the date of issuance of the THP4 permit if not extended under the provisions of the THP4.
 - b. There shall be no restrictions on the number of structures for either property as per Kootenai County regulates this according to their zoning codes. And shall not attempt to circumvent, supersede or re-write the laws governing this issue.
 - c. Both parties agree that if anyone living on either property, connect more than the existing residential dwellings, directly or indirectly, to the shared well on (Parcel 1) without written permission to do so; the offending property shall be disconnected until violation be rectified and come back into compliance with this well agreement.
3. It being understood that the supplying party and the supplied party shall pay the amount according to percentage of usage of the total of such necessary repair or replacement. Expenses include the cost of repairs and maintenance on said well and "water distribution system".
4. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or "water distribution system" maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
5. That both of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings or structures.

6. That the consent of both parties to pay a proportionate percentage of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
7. Each party shall pay their percentage of usage for the cost of energy for the operation of the pumping equipment.
8. That both of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
9. That no party may install landscaping or improvements that will impair the use of said easements.
10. That both parties shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand. In the event of an electrical failure, either party has the right to access (Parcel 1) to start the generator that supplies power to the "water distribution system" pump.
11. If either parcel is sub-divided, this shared well agreement remains with the described addresses and legal parcel descriptions; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
12. That the respective rights and obligations of the two parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Kootenai, State of Idaho. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
13. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, this expense to be shared equally by each party.
14. That the term of this Agreement shall be perpetual, except as herein limited.
15. That the benefits and burdens of this Agreement shall constitute a covenant running with the two parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
16. The THP4 located at 20518 N. Hope Valley Rd. Rathdrum, Idaho 83858, will also connect to the existing "water distribution system", as is the original cabin at 1620 E. Chilco Rd. Rathdrum, Idaho 83858. And both will be deemed in compliance in this shared well agreement.
17. A cistern will be installed at 20518 N. Hope Valley Rd, Rathdrum, Idaho 83858; to store water and help prevent loss of pressure in the existing "water distribution system". A timer will be installed

on the cistern to allow water to be replenished in the cistern, during the late night hours. The above mentioned cistern and timer system will be paid in full by Hirsch (Parcel 2).

18. Each party shall pay equally for the purchase and installation of flow regulators and flow meters for both properties. Each party shall pay equally for the purchase and installation of one electric meter to be installed in the pump house located on (Parcel 1). The flow regulators will be set at no less than 7gpm or no greater than 8gpm for each property. This will ensure that both properties are limited in their water volume and thus use of the well can be monitored. The cost of maintenance and repairs to the "water distribution system"; will be shared according to the percentage of use by each property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY John P. Sanders - Castaneda as POA
JOHN P. SANDERS

DATE 6/18/10
(PARCEL 1)

BY Catherine L. Sanders
CATHERINE L. SANDERS

DATE 6/17/10
(PARCEL 1)

BY Virginia Hirsch
VIRGINIA HIRSCH

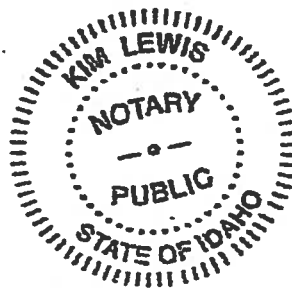
DATE 06-17-2010
(PARCEL 2)

County of Kootenai, State of Idaho

Sworn and subscribed before me this 17th day of June, 2010.

Notary Public Kira Lewis

My commission expires: 11/9/2010



FOOTNOTES

1. This Well Agreement is written for two parties, both parties being equal, viz. a "supplying party" and a "supplied party"; however, the language.
2. The terms "Parcel 1" and "Parcel 2" are used herein for convenience; any accurate description of the relevant land may be used in this Agreement.
3. The decision whether to select and employ an arbitrator shall be optional, and according to the mutual preferences of both parties.
4. The terms and conditions of the Temporary Hardship Permit (THP) are to be adhered to as per the attached Kootenai County Hardship Units Information Brief, as pertaining to this Agreement.
5. The term "existing residential dwellings" is used herein to describe the original residential dwelling and guest cabin on (Parcel 1); and the original residential dwelling and (THP) dwelling on (Parcel 2).

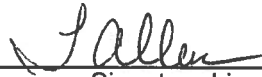
Idaho Department of Water Resources Receipt

Receipt ID: N032972

Payment Amount \$25.00 Date Received 10/4/2017 2:20 PM Region NORTHERN
Payment Type Check Check Number 1291
Payer CHARLES E AND DEBRA A ALLEN
Comments CHANGE IN WATER RIGHT OWNERSHIP FROM GAYLE R AND M PAUL LAMMERS JR TO CHARLES E
 AND DEBRA A ALLEN

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	65140	0229	21		1155



Signature Line (Department Representative)