

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 08 2018

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 ac 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
95-13127	Yes ☐		Yes ☐	
	Yes ☐		Yes ☐	
	Yes ☐		Yes ☐	
	Yes ☐		Yes ☐	
	Yes ☐		Yes ☐	

2. Previous Owner's Name:

STEPHEN + MARCI MAAS

Name of current water right holder/claimant

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

STEPHEN MAAS

New owner(s) as listed on the conveyance document

Name connector ☐ and

P.O. BOX 1063

Mailing address

808/430-2520

Telephone

HONOKAA

City

PINES - PALMS @ HOTMAIL.COM

Email

HI 96727

State

ZIP

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 d
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquir

5. Date you acquired the water rights and/or claims listed above: APRIL 30, 2013

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbu 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 n 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, document must include a legal description of the property or description of the water right(s) if no land is c
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion 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 of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

N/A

Date

N/A

Receipt No.

N/A

Receipt At

Approved by

[Signature]

Processed by

[Signature]

Date

4-13-2018

COATES & FREY
ATTORNEYS AT LAW, LLC

DEAN A. SOMA #5603
1400 Pioneer Plaza
900 Fort Street Mall
Honolulu, Hawaii 96813
Telephone: 524-4854

Attorney for Plaintiff

FILED

2013 APR 30 PM 3: 53

L. GLASGOW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE FAMILY COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

STEPHEN ERIC MAAS,

Plaintiff,

vs.

MARCI DEE MAAS,

Defendant.

) FC-D No. 12-1-0175

)
) DECREE GRANTING ABSOLUTE
) DIVORCE

) Date of Hearing:

APR 29 2013

) Time:

1:00 pm

) Presiding Judge:

LLOYD VAN DE CAR

)
) Grounds for Divorce:

) The marriage is irretrievably broken.
)

DECREE GRANTING ABSOLUTE DIVORCE

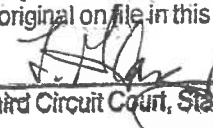
A hearing was held before the Presiding Judge indicated above.

Following the hearing and after full consideration of the evidence, the Court found the material allegations of the Complaint for Divorce to be true, the Plaintiff to be entitled to a divorce from the bonds of matrimony on the grounds stated above and this Court to have jurisdiction to enter this Decree.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

F:\HOME\ DAS\MAAS\DECREE.5 (022713-cmh)

I hereby certify that this is a full, true and correct
copy of the original on file in this office.


Clerk, Third Circuit Court, State of Hawaii

In the event, but only in the event, that Defendant has failed to refinance the property and/or to remove Plaintiff from said mortgage within five (5) years of the effective date of this Divorce Decree as required hereinabove, then the property shall be immediately sold so as to relieve Plaintiff from any further mortgage liability. Under this scenario, but only under this scenario, the said property would be immediately sold pursuant to the following procedures: a) Until such time as the real property is sold, Defendant shall continue to be entitled to sole, exclusive occupancy of the said property, but shall take all necessary steps to immediately list the said property for sale; b) During this period, Defendant shall continue to be solely responsible for payment of and shall indemnify and hold Plaintiff harmless from all debts on said property, including but not limited to, all the regular periodic carrying costs on the said property, including the monthly mortgage payments, maintenance fees, utilities, taxes and insurance; c) Upon the sale of the property, and after first paying off the mortgage owing to home equity line of credit on said property owing to PNC Bank in the approximate amount of \$211,000.00, then all the remaining net sale proceeds would be awarded in their entirety to Defendant. Under this scenario, Plaintiff would waive any and all claims to any/all such proceeds therefrom; and, d) Provided however, that if the sale of said residence results in a net loss rather than a net profit, Defendant shall be solely responsible for said net loss.

Except as otherwise limited by Statute, Court Rule or case authority, the Court shall have the ongoing authority and personal and subject matter jurisdiction to make any other just and equitable orders which may be necessary to enforce the intended agreement and specific provisions set forth herein. This enforcement jurisdiction shall specifically include, but not be limited to, authorizing the Chief Court Administrator of the First Circuit Court to execute necessary documents in the event that a party unreasonably fails to do so.

c) 8034 E. English Point Road, Hayden Lake, Idaho 83835. Plaintiff is awarded as his sole and separate property the real property located at 8034 E. English Point Road, Hayden Lake, Idaho 83835, which property is currently held solely in his name.

Plaintiff shall assume sole responsibility for, and shall release, indemnify and hold Defendant harmless from, any and all mortgages or other debts on said property.

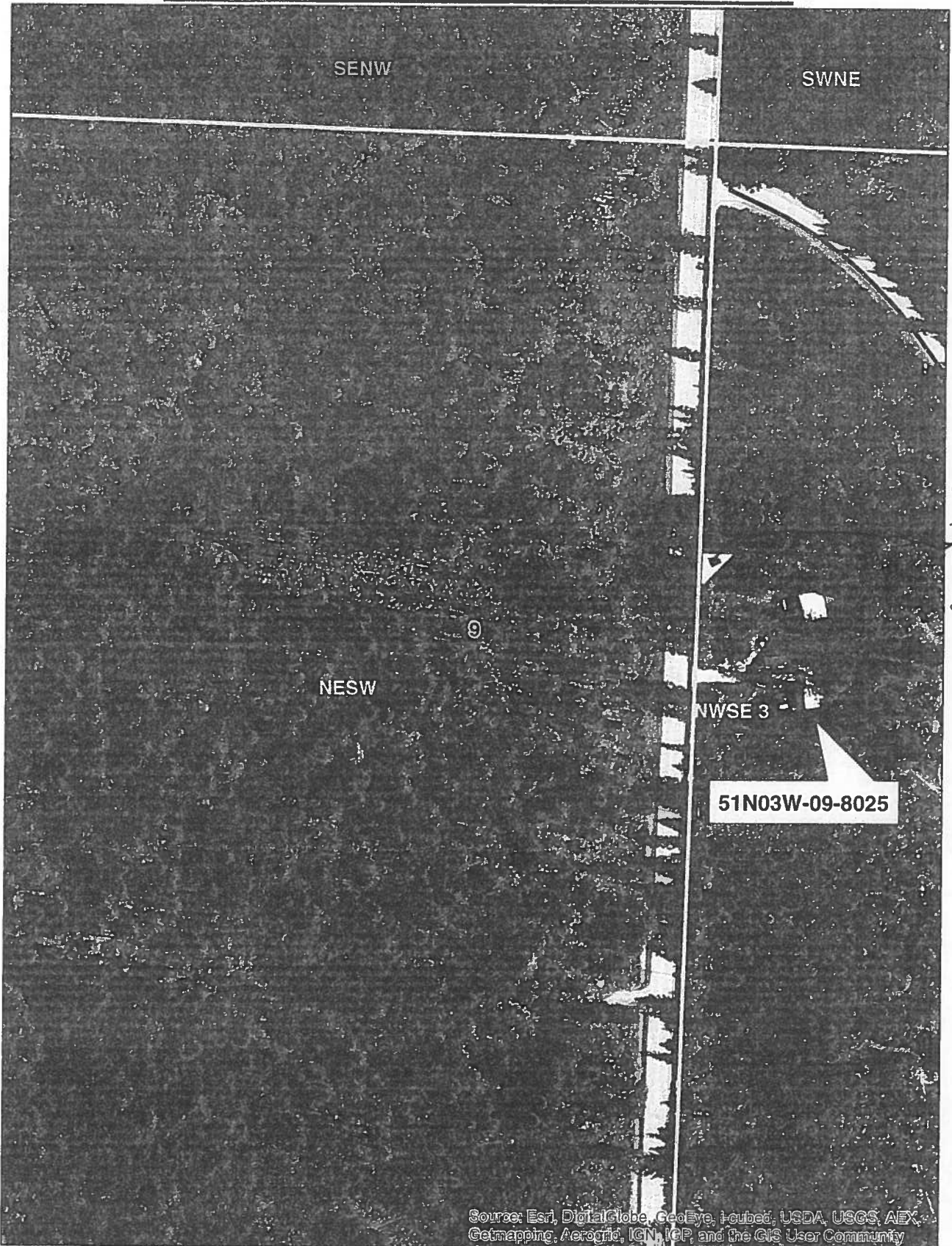
Except as otherwise limited by Statute, Court Rule or case authority, the Court shall have the ongoing authority and personal and subject matter jurisdiction to make any other just and equitable orders which may be necessary to enforce the intended agreement and specific provisions set forth herein. This enforcement jurisdiction shall specifically include, but not be limited to, authorizing the Chief Court Administrator of the First Circuit Court to execute necessary documents in the event that a party unreasonably fails to do so.

d) 1124 E. Montana Avenue, Coeur D'Alene, Idaho 83814. The real property of the parties located at 1124 E. Montana Avenue, Coeur D'Alene, Idaho 83814 currently held by the parties as Tenants by the Entirety, is awarded to Plaintiff as his solely held property as Tenant in Severalty. Any and all transfer(s) of title(s), etc., which may be necessary to effectuate this award shall take place concurrently with the entry of a Divorce Decree in this matter. Pending passage of title, the property shall be held by the parties as Tenants in Common and not Joint Tenants, and if Defendant dies before she transfers her interest in the property her heirs shall be under a similar duty to transfer pursuant to the terms of this Decree of Divorce.

Commencing with the effective date of this Divorce Decree, Plaintiff shall be entitled to sole, exclusive occupancy of the said property and shall be solely responsible for payment of, and shall indemnify and hold Defendant harmless from, all debts on said property, including but not limited to, all the regular periodic carrying costs on the said property, including the monthly mortgage payments, maintenance fees, taxes and insurance, utilities and phone expenses. Specifically, Plaintiff shall assume sole responsibility for, and shall release and hold Defendant harmless from, the first mortgage on said property owing to Citi Mortgage in the approximate amount of \$47,000.00.

Plaintiff and Defendant shall each be equally responsible for the preparation of, and shall each pay one-half (1/2) apiece of the cost of, any and all Deeds and other necessary transfer documents which may be required to implement this conveyance and transfer. Further, both parties shall execute any and all said documents within 20 days of said documents being properly presented to them. Both parties hereto recognize and acknowledge that Plaintiff's attorneys, Coates & Frey ("C&F"), are not real property lawyers and have not been commissioned or retained to prepare said transfer/conveyance documents, nor to accomplish or assume any responsibility for,

95- MAAS PARCEL PIN 51N03W-09-8025





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 13, 2018

STEPHEN E MAAS
PO BOX 1063
HONOKAA HI 96727

SUBJECT: Ownership Change on Notice of Claim Number(s) 95-13127

Dear Claimants:

We have processed your change of ownership request on Notice of Claim to a Water Right Number(s) 95-13127. Enclosed is a copy of the claim showing such change; for your records. Also, this information can be accessed on our website at www.idwr.idaho.gov.

Sincerely,

Dawn R. Lenon
Technical Records Specialist 1

Enclosure(s) Notice of Claim 95-13127