



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 27, 2018

BRENT & DEBRAH MARTIN
7389 E GREYRIDGE RD
ATHOL ID 83801

RE: Change of Ownership for 95-11896

Dear Mr. & Mrs. Martin:

I am returning your Notice of Change in Water Right Ownership form you submitted because unfortunately, we cannot accept a Deed of Trust as a conveyance document. (Please see enclosed.) Please re-submit your Change of Ownership with an acceptable conveyance document and as soon as I receive it, I will be more than happy to process the change in ownership.

If you have any questions, please feel free to call.

Sincerely,

Dawn R. Lenon
Technical Records Specialist I

Enclosure(s): Original Notice of Change in Water Right Ownership 95-8333

RECEIVED
MAR 19 2018
IDWR / NORTH

March 14, 2018

Dawn,

Please find enclosed the necessary documents confirming our ownership and water rights to our property at 7389 E. Greyridge Rd. Athol, Idaho 83801. Acquired ownership on September 1, 2011 as the Deed indicates.

Please notify me that the proper changes have been made.

If there is any further information you need please feel free to contact me.

Sincerely,

Brent Martin

208-755-6672

260rmartin@gmail.com

7389 E. Greyridge Rd.

Athol, Idaho 83801

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 19 2018

Notice of Change in Water Right Ownership

1. List the numbers of 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?
95-11896	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: CARY WAGNER
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): BRENT MARTIN AND DEBORAH MARTIN
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

7389 E. BREYRIDGE RD ATHOL ID 83801
Mailing address City State ZIP
208-755-6672 260 RMARTIN @ 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: SEPT. 1, 2011
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] 3-14-18
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 3-14-18
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 _____ Date _____

DEED OF TRUST

MIN 1003715-0000015576-0

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 31, 2011, together with all Riders to this document.

(B) "Borrower" is BRENT MARTIN AND DEBORAH MARTIN, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WATERSTONE MORTGAGE CORPORATION.

Lender is a CORPORATION,
WISCONSIN.
PEWAUKEE, WI 53072.

organized and existing under the laws of
Lender's address is 1133 QUAIL COURT,

(D) "Trustee" is Pioneer Title.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated AUGUST 31, 2011. The Note states that Borrower owes Lender *****ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND NO/100 ***** Dollars (U.S. \$196,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2041.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☒ Planned Unit Development Rider | ☐ Other(s) [specify] |
| ☒ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☐ V.A. Rider | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

LOAN #: 1107057768

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


Brent Martin (Seal)

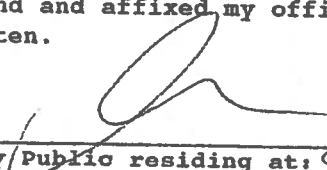

Deborah Martin (Seal)

State of ~~BARRO~~ CA.

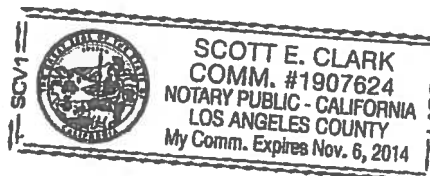
Los Angeles County ss:

On this 1st day of September 2011 before me, Scott E Clark,
a Notary Public in and for said county and state, personally appeared Brent Martin AND
Deborah Martin, known or proved to me to be the person(s) who executed the foregoing
instrument, and acknowledged to me that he/she/they executed the 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.


Notary Public residing at: San Clemente, CA

Commission Expires: Nov. 6, 2014



File No.: 140618

EXHIBIT A

Lot 11, Block 1, BRIGHT STAR, according to the plat recorded in Book "I" of Plats, Page 495, records of Kootenai County, State of Idaho.

someone else first. If conflicting information arises, a complete chain of title may be necessary to resolve questions.

2.1.2 Grant Deed

A grant deed contains warranties against prior conveyances or encumbrances. In other words, a grant deed provides assurance from the grantor that the property has not already been conveyed or encumbered. A water right ownership change based on a grant deed should be processed using the same guidance described for a quitclaim deed.

2.1.3 Warranty Deed *Signed & notarized.*

A warranty deed provides assurance that the grantor is the owner of the property and includes language that the grantor will defend title to the property. The Department will generally process a water right ownership change on the basis of land ownership unless there is additional information that brings ownership of the water right into question.

2.1.4 Deed of Trust and Mortgage

A deed of trust and a mortgage are not conveyance documents, but instead are two different ways to protect the interests of a lender in real property transactions. A deed of trust creates a lien and allows a trustee to foreclose on the property on behalf of the lender if the debt is not paid. A mortgage is also a security instrument that creates a lien on the property and allows the lender to foreclose in a court of law. A deed instead of a deed of trust or mortgage documents should be relied upon as evidence of ownership of the property. Deeds of trust and mortgages are acceptable to demonstrate a security interest in a water right for purposes of notification under Idaho Code § 42-248(6).

2.1.5 Correction Deed

A correction deed is used to correct minor errors on the original deed. A correction deed is not generally appropriate to correct significant errors or to add to a conveyance. Corrections may consist of pen-and-ink changes to the original deed, or a new deed, depending on the type of change. The grantor must execute the correction to be valid.

2.1.6 Other Types of Deeds

There are other types of deeds used to convey real property, such as a personal representative deed or a trustee deed. Most are some form of the deeds described above with modifications depending on the specific purpose and the status of the grantor. It is important to note that the title of the deed may not accurately describe the type of deed. The actual conveyance language, including warranties, will best characterize the type of deed.

2.2 Other Evidence of Ownership

Although deeds are the best and most common and certainly the preferred means for conveying real property, there are other documents that can be used as sufficient evidence of ownership of a water right. A contract for sale, final will