

DEV

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JAN 07 2019

Notice of Change in Water Right Ownership

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?
95-4099	Yes ☐	Yes ☐		Yes ☐	Yes ☐
95-10135	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Delbert R Mattix

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Frances R Mattix

c/o Delaine Britton

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/orMailing address 155 S Legacy RidgeCity Liberty LakeState WA ZIP 99019Telephone 509-928-7485Email britt1230@comcast.net

4. If the water rights and/or adjudication claims were split, how did the division occur? NA

- ☐ 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: 3-23-2018

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). NA

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.

NA ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.

NA ☐ 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: Frances R Mattix by Delaine Britton, Power of Atty. 12-20-2018
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 JK Date 1-7-2019 Receipt No. N033983 Receipt Amt. \$50.00

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 JK Processed by JK Date 1-9-2019

JIM BRANNON 2 P 2636353000
KOOTENAI COUNTY RECORDER
JAJ Date 03/23/2018 9:39 AM
REQ OF LUKINS AND ANNIS

RECORDING FEE: \$15.00

DD



Filed for Record at Request of and
copy returned to:
LUKINS & ANNIS, P.S.
1600 Washington Trust Financial Center
717 W Sprague Ave
Spokane, WA 99201-0466
Attention: Sharon L. Crockett

PERSONAL REPRESENTATIVE'S DEED

THE GRANTOR, DELAINE M. BRITTON, as Personal Representative of the Estate of DELBERT R. MATTIX, Deceased, Spokane County Superior Court Cause No. 18-4-00128-7, and pursuant to the Letters Testamentary issued by the First Judicial District Court of the County of Kootenai, Cause No. CV18-1978, for and in consideration of making distribution of Decedent's estate in accordance with the Last Will and Testament of the Decedent, dated March 21, 2012, under the nonintervention powers granted therein, hereby conveys and quit claims to FRANCES R. MATTIX, a single woman, whose address is P.O. Box 427, Veradale, WA 99037, all of the Decedent's right, title and interest in and to the following described real estate situated in the County of Kootenai, State of Idaho, including any interest therein which Grantor may hereafter acquire:

Tract Two (2) of First Addition to West Point Tracts, Kootenai County, Idaho, according to the plat as recorded in Book (D) of Plats on page 130, records of Kootenai County, Idaho.

SUBJECT TO easements, covenants, and restrictions of record.

PIN 086000000020; AIN 107783

DATED this 20th day of March, 2018.

DELAINE M. BRITTON
Personal Representative
Estate of DELBERT R. MATTIX

STATE OF WASHINGTON)

: ss.

County of Spokane)

On this 20 day of March, 2018, personally appeared before me DELAINE M. BRITTON, to me known to be the Personal Representative of the Estate of DELBERT R. MATTIX, deceased, who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Sharon L. Crockett
Notary Public (Signature)

Sharon L. Crockett
(Print Name)

My appointment expires: 4/23/2020

01707338

Joint Durable Power of Attorney

THE UNDERSIGNED SPOUSES, DELBERT R. MATTIX and FRANCES RUTH MATTIX, each as Principal, domiciled and residing in the State of Washington, reciprocally and individually designate the following-named person or persons as attorney-in-fact to act for either spouse who may hereafter become disabled, incompetent, or incapacitated.

1. Designations. DELBERT R. MATTIX is designated as attorney-in-fact for FRANCIS RUTH MATTIX, and DELAINE MARIE BRITTON is designated as attorney-in-fact for DELBERT R. MATTIX. If for any reason the designated attorney-in-fact becomes unable or unwilling to act as attorney-in-fact at any time, DELAINE MARIE BRITTON is designated as attorney-in-fact; or, if she is unable or unwilling to serve as attorney-in-fact at any time, GEORGE EDWARD MATTIX is designated as attorney-in-fact.

2. Powers. The attorney-in-fact shall have all powers necessary or desirable, in the judgment of the attorney-in-fact, to provide for the support, maintenance, health, emergencies, and urgent necessities of the disabled, incompetent, or incapacitated spouse (hereinafter "Principal") and shall have, as fiduciary, all powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the state of Washington, including but not limited to the authority to:

a. Purchase, take possession of, lease, sell, convey, exchange, mortgage, release, and encumber real property; purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage, and pledge personal property, including, but not limited to, bank accounts, stocks, bonds, savings certificates, certificates of deposit, and U. S. Treasury bonds; take any and all action with regard to pension plans,

retirement plans, IRA accounts, KEOGH's or other similar investments, including, but not limited to, the right to make withdrawals therefrom, or to initiate payments, but excluding the right to change beneficiary except to a spouse, lineal descendants, or trust established prior to the incapacity; participate in any legal action in the name of the Principal; and execute all written instruments and do and perform each and every act and thing whatsoever as fully as the Principal could do if personally present.

b. Make transfers of the Principal's property to any trust, whether or not created by the Principal, provided that the trust benefits the Principal and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trust.

c. Alter, amend, or revoke community property agreements.

d. Disclaim any interest in any property on the Principal's behalf.

e. Act as the Principal's agent in dealing with the Internal Revenue Service or with any state or local taxing authority in any matters pertaining to the Principal's affairs regarding any income or other tax for any tax period, including, but not limited to exercising all powers of the Principal to make inquiries and receive responses to inquiries, receive and negotiate refund checks and execute income tax returns and other tax reports and returns.

f. Make health care decisions on behalf of the incapacitated spouse as Principal, if the spouse is incapacitated to such an extent he or she is unable to participate in decisions involving health care, including but not limited to the power to:

(1) Consent to the Principal's medical care, including surgical procedures, health and nursing care, and treatment or non-treatment;

(2) Consent to the Principal's admission to any medical, nursing, residential, or similar health care facility;

(3) Employ and discharge persons, including health care personnel, to advise or assist the attorney-in-fact in the performance of the duties of the attorney-in-fact, or as the attorney-in-fact deems appropriate and necessary;

(4) Consent to or request the withholding or withdrawal of a life-sustaining procedure in the case of a terminal condition.

(5) Make mental health treatment decisions on the Principal's behalf.

(6) Obtain individually identifiable health information and all other medical records concerning the Principal, including any information protected by the Health Insurance Portability and Accountability Act of 1996, as the same may be amended ("HIPAA"), from any health care provider subject to said statute. It is the Principal's intention that i) the attorney-in-fact be treated as the Principal would be with regard to the use and disclosure of such information, ii) that the attorney-in-fact be the Principal's Personal Representative as that term is used in the regulations promulgated under HIPAA, and iii) that all such health care providers be and hereby are authorized to release any and all information the attorney-in-fact is empowered to obtain.

Any person or organization, including any physician, hospital, medical attendant, nurse, technician, or health care or nursing facility, is authorized to release and give to the attorney-in-fact any information requested by the attorney-in-fact concerning the personal affairs or physical or mental health of the Principal.

g. Make gifts of property owned by the Principal to the Principal's descendants, consistent with the Principal's estate plan and any gifting pattern, and in amounts which do not jeopardize the standard of living and financial security of the Principal. The attorney-in-fact shall have the authority to petition the court under RCW 11.94.090 for authority to make additional gifts, transfers, or advancements to the extent the same would be authorized under RCW 11.92.140 were the attorney-in-fact a guardian.

3. Effectiveness. The power of attorney herein granted shall become effective immediately upon its execution and shall continue in effect to the extent permitted by the laws of the State of Washington, unless revoked or terminated as hereinafter provided, notwithstanding the subsequent incompetence, incapacity, or disability of the Principal.

4. Termination. This power of attorney may be terminated by:

a. Both spouses, without notice to any alternate attorney-in-fact; or by either spouse, as to such spouse, by written notice to the other spouse or to the designated

alternate attorney-in-fact; and, if this power of attorney has been recorded prior to its revocation, by recording written notice of revocation in the office of recorder or auditor of the place where the power of attorney was recorded;

b. A conservator or guardian of the estate of the incompetent or incapacitated Principal;

c. The death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

5. Nomination of Guardian. If protective proceedings for the person or estate of either spouse are ever commenced, the Principals nominate the attorney-in-fact named herein as conservator and as guardian of the person and estate of the incompetent or incapacitated Principal.

6. Reliance. A person acting without negligence and in good faith in reasonable reliance on this power of attorney and the apparent authority of the attorney-in-fact shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and Personal Representatives of the Principals.

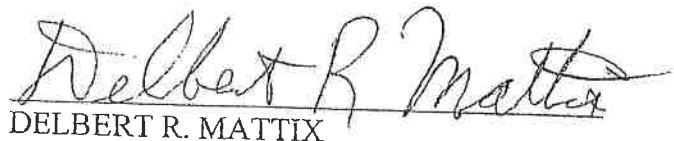
7. Harmless. The estates of the Principals shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principals.

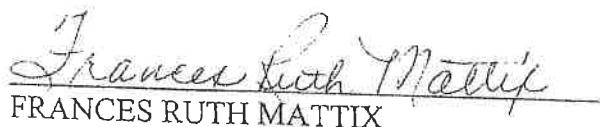
8. Applicable Law. The laws of the state of Washington shall govern this power of attorney.

9. Photocopies. Photocopies of this executed Power of Attorney shall have the same effect as an original.

10. Revocation of Prior Durable Powers. Any previous durable general powers of attorney made by the Principal are hereby revoked.

DATED this 21st day of March, 2012.


DELBERT R. MATTIX


FRANCES RUTH MATTIX

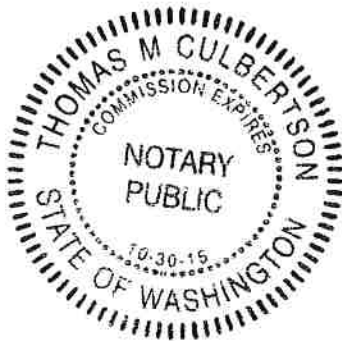
STATE OF WASHINGTON)

: ss.

County of Spokane)

On this 21st day of March, 2012, personally appeared before me DELBERT R. MATTIX and FRANCES RUTH MATTIX, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.




Notary Public (Signature)
THOMAS M. CULBERTSON

(Print Name)

My appointment expires: 10/30/15

State of Idaho
Department of Water Resources
Adjudication Claim
95-10135

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



05W



Point of Diversion



Place Of Use Boundary



Townships



PLS Sections



Quarter Quarters

0 0.035 0.07 0.14 Miles

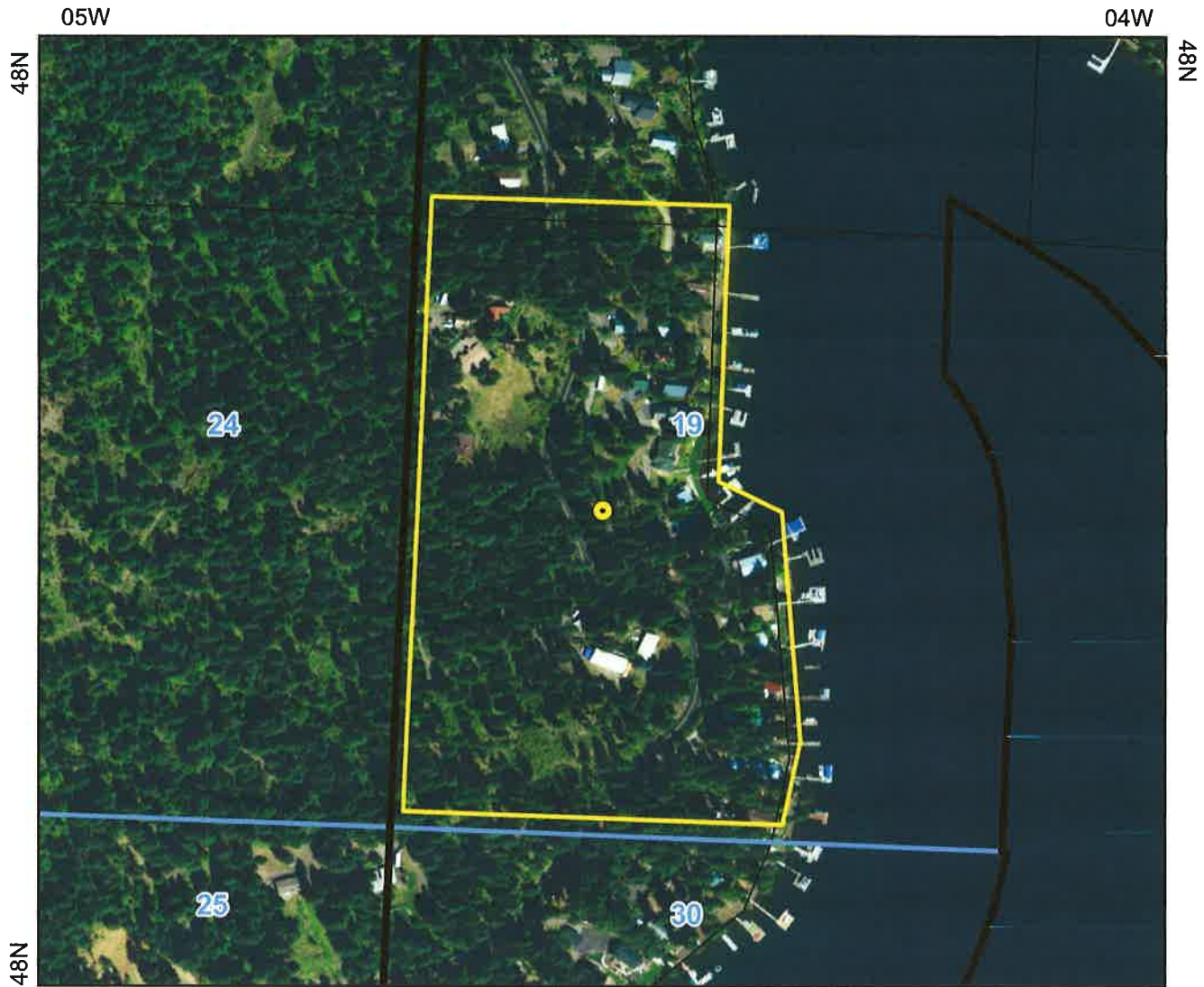


State of Idaho
Department of Water Resources

Water Right
95-4099

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



05W

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.045 0.09 0.18 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene ID 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 9, 2019

FRANCES R MATTIX
C/O DELAINE BRITTON
155 S LEGACY RIDGE DR
LIBERTY LAKE WA 99019-6039

SUBJECT: Ownership Change on Notice of Claim Number(s) 95-4099 & 95-10135

Dear Claimant:

We have processed your change of ownership request on the Notice of Claim to a Water Right Number(s) listed above. 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,

A handwritten signature in blue ink that reads "Dawn R. Lenon". The signature is written in a cursive, flowing style.

Dawn R. Lenon
Technical Records Specialist 1

Enclosure(s) Notice of Claim 95-4099 & 95-10135