

RECEIVED

JUN 18 2019

IDWR / NORTH

STATE OF IDAHO
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 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?
95-14067	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DIANA SHERIDAN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MICHAEL UHL, JOHN & SANDY UHL

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or27538 TABLE MEADOW RD. AUGURN

Mailing address

City

State

ZIP

CA 95602

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: 5-14-19
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: John Uhl

Signature of new owner/claimant

Title, if applicable

Date

6-3-19Signature: Mike Uhl

Signature of new owner/claimant

Title, if applicable

Date

6-3-19

For IDWR Office Use Only:

Received by N/ADate N/AReceipt No. N/AReceipt Amt. N/AApproved by [Signature]Processed by [Signature]Date 6-21-2019



First American Title Company

TAX AGREEMENT

Date: **May 02, 2019**

File No.: **728224-SM (ps)**

Property: **181 Misty Mountain Trail, Plummer, ID 83851**

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that First American Title Company, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Benewah Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND FIRST AMERICAN TITLE COMPANY DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

Further, Buyer and Seller herein agrees to hold First American Title Company harmless from any loss, liability, or responsibility in the event the prorated tax figures are based on a Homeowner's Tax Exemption, (I.C. 63-105DD), do or do not apply for the year in which the sale occurs. It is agreed that it is the buyer's responsibility to investigate the status of and qualify for the Homeowner's Tax Exemption as it may apply to the property being purchased.

2019 Estimate Real Property Tax(es) for Parcel No. RP46N04W034210A and MH46N04W034210A
Tax Amount \$9,728.74 and \$355.44

Dated: 5/13/19 day of May, 2019

Diana Sheridan
 Diana Sheridan

DocuSigned by:

Mike Uhl

5/13/2019

Mike Uhl

DocuSigned by:

John N. Uhl

5/13/2019

John N. Uhl

DocuSigned by:

Sandy D. Uhl

5/13/2019

Sandy D. Uhl

RECORDING REQUESTED BY
First American Title Company

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

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **728224-SM (ps)**

Date: **May 02, 2019**

DS
MU

For Value Received, **Diana Sheridan, an unmarried woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mike Uhl, an unmarried man, as to an undivided 50% interest and John Uhl and Sandy Uhl, husband and wife, as to an undivided 50% interest**, hereinafter called the Grantee, whose current address is **27538 Table Meadow Rd, Auburn, CA 95602**, the following described premises, situated in **Benewah County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

DS
MU

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.

DS
SDU

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.

Date: 05/02/2019

Warranty Deed
- continued

File No.: 728224-SM (ps)


Diana Sheridan

STATE OF Idaho)
COUNTY OF Benewah)

On this 13th day of May, 2019, before me, a Notary Public in and for said State, personally appeared **Diana Sheridan**, 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

DS
MU

DS
MU

DS
SDU

Date: 05/02/2019

Warranty Deed
continued

File No.: 728224-SM (ps)

EXHIBIT A

PDR-10 further described as follows

The Southeast Quarter of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter of the Southwest Quarter, Section 3, Township 46 North, Range 4 West, B.M., Benewah County, Idaho.

DS
MU

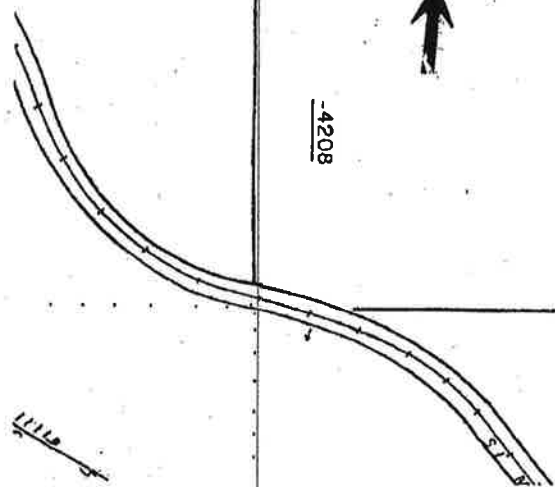
DS
JM

DS
SDU

CRSHIP PARCEL No
SEE DIGITS

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

STIMSON
LUMBER
CO.



-4201

-4202

-4203

-4204

PDR 11

PDR 9

PDR 8

PDR 7

JOHN

PILGRIM

-4205

JOHN

-4214

H O

O A

PDR 10

-4211

-4210

-4208



Center
Section



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

June 24, 2019

MICHAEL, JOHN & SANDY UHL
27538 TABLE MEADOW RD
AUBURN CA 95602-8935

Re: Water Right No. 95-14067

Dear Claimants:

Enclosed is a copy of the Notice of Completed Administrative Procedure and associated water right(s) that has been sent to the Coeur d'Alene-Spokane River Basin Adjudication Court, reflecting the ownership change for your water right(s). These documents are now required to be filed by the Department in order to notify the Court of any changes to your water right(s).

This notification to the Court does not affect the previous approval of this water right(s). You will be notified of any future action on your water right(s) by the CSRBA Court or Water Resources.

Please contact this office if you have any questions concerning this notification.

Sincerely,

Dawn R. Lenon

Technical Records Specialist 1