

RECEIVED

Form 42-208(42-1409(G) Rev. 1/15

APR 12 2021

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. 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 81-10183              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 81-7045               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: PAULA FORMOSA & MICHAEL GENOFF  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): GARY & DANA BUTLER  
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- PO BOX 427 KOOSKIA ID 83539  
Mailing address City State ZIP
- 208) 820-1364 BDana7007@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: 8/13/2020
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.  $\times 2$   
     o \$100 per split water right.  
     o 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.

SUPPORT DATA

IN FILE # 81-7045

8. Signature: [Signature] owner 4/7/2021  
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 Ja Date 4-12-21 Receipt No. N036888 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 \_\_\_\_\_ Processed by NS Date 4-12-21

**WARRANTY DEED**

GRANTOR, THE CLEARWATER RIVER PLACE, LP, an Idaho limited partnership, of 55 Ideal Dr., Sandpoint, ID 83864, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to GARY BUTLER and DANA BUTLER, husband and wife, of 31 Sunningdale, Cote De Caza, CA 92679, and the Grantees' heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Schedule C, attached hereto and incorporated herein by this reference.

TOGETHER WITH, all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, and appurtenances thereto.

**SUBJECT TO:**

- 1) General taxes for the year 2020, which are a lien, not yet due and payable.
- 2) Lien for any taxes deferred by virtue of the designation of the insured premises or any portion thereof as forest lands as provided in Section 63-1701 et seq., Idaho Code.
- 3) Right of Way for Wagon Road, including the terms and provisions thereof, by and between HERBERT SHERMAN and WELLS WILLIAMS and IDAHO COUNTY, recorded July 13, 2015, under Instrument No. 39820, Book 38 page 491, records of Idaho County, Idaho.
- 4) National Wild and Scenic Rivers System Recreation River Area Easement, including the terms and provisions thereof, by and between JAMES D. LAUGHY and FLORENCE M. LAUGHY, husband and wife, Grantors, and THE UNITED STATES OF AMERICA, Grantee, recorded January 17, 1972, under Instrument No. 243911, records of Idaho County, Idaho.
- 5) Terms and provisions contained in Easement and Right of Way, by and between CLAYTON C. HAMPEL and JOAN M. HAMPEL, husband and wife, parties of the first part, Grantors, and J. LINWOOD LAUGHY and GERALDINE A. LAUGHY, husband and wife, parties of the second part, Grantees, recorded August 27, 1976, under Instrument No. 264498, records of Idaho County, Idaho.

*Handwritten signature/initials*

- 6) Terms and provisions in State of Idaho Easement, thereof, by and between THE STATE OF IDAHO, acting by and through the State Board of Land Commissioners, party of the first part, and LINWOOD LAUGHY, party of the second part, recorded September 17, 1976, under Instrument No. 264990, records of Idaho County, Idaho.
- 7) Matters as shown in Survey, recorded February 6, 1985, under Instrument No. 318384; Survey No. S-1373, recorded September 4, 1997, under Instrument No. 395207; and Survey No. S-3291, recorded March 20, 2015, under Instrument No. 498764, all records of Idaho County, Idaho.
- 8) Right of Way Easement, including the terms and provisions thereof, by and between J. LINWOOD LAUGHY and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., a corporation, recorded March 4, 1997, under Instrument No. 391953, records of Idaho County, Idaho.
- 9) Terms and provisions contained in Road Right of Way Easement, by and between LEWIS ULMER and JEAN ULMER, husband and wife, Grantors, and LINWOOD LAUGHY and KAREN HENDRICKSON, Grantees, recorded November 13, 2003, under Instrument No. 432571, records of Idaho County, Idaho.
- 10) Road Ingress/Egress Right of Way Easement, including the terms and provisions thereof, by and between LINWOOD LAUGHY and KAREN HENDRICKSON, husband and wife, Grantors, and JOHN AND JANENE MARYANSKI, husband and wife, Grantees, recorded September 30, 2004, under Instrument No. 437950, records of Idaho County, Idaho.
- 11) Easement contained in Warranty Deed, including the terms and provisions thereof, by and between J. LINWOOD LAUGHY also known as JAMES LINWOOD LAUGHY and KAREN S. HENDRICKSON, also known as BORG HENDRICKSON, husband and wife, Grantor, and THE CLEARWATER RIVER PLACE, LP, an Idaho Limited Partnership, Grantee, recorded October 14, 2004, under Instrument No. 438174, records of Idaho County, Idaho.
- 12) Right of Way Easement, including the terms and provisions thereof, by and between CLEARWATER RIVER PLACE LP, c/o MICHAEL GENOFF, and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., a corporation, recorded December 22, 2015, under Instrument No. 502539, records of Idaho County, Idaho.
- 13) Rights and easements in favor of the public for recreational uses of the Middle Fork Clearwater River.
- 14) Any claim arising from the difference in mean high water line of the Middle Fork Clearwater River and the meander line as shown by Government Survey or the State of Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns, forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises; that it is

*Handwritten signature/initials*

free from all encumbrances, and that it will warrant and defend the same from all lawful claims whatsoever, EXCEPT General taxes, easements, reservations, restrictions, and rights of way of record or in use.

Except as otherwise expressly provided in this instrument, Grantor hereby declares, pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event Grantor shall have permitted or suffered, at any time prior to the making of this instrument, any person or entity to possess, use, or occupy the above-described premises, or any portion thereof, for any purpose, with or without the knowledge of Grantor, it was not the intent of Grantor, by permitting or suffering such possession, use, or occupation to thereby define property boundaries or ownership thereof.

In construing this Deed, and where the context so requires, the singular includes the plural and the masculine, the feminine, and the neuter.

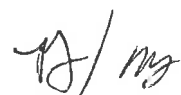
IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal.

THE CLEARWATER RIVER PLACE, LP

By



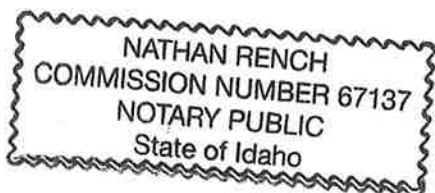
MICHAEL C. GENOFF, Partner

  
PAULA J. FORMOSA, Partner

STATE OF Idaho )  
County of Bonner )  
SS

On this 10<sup>th</sup> day of August, 2020, before me, a Notary Public in and for said County and State, personally appeared MICHAEL C. GENOFF, a Partner of THE CLEARWATER RIVER PLACE, LP, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he freely executed the same in the capacity described herein.

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

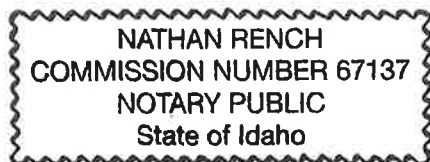


  
Notary Public for the State of Idaho  
Residing at Bonner, therein.  
My commission expires 2/11/2022.

STATE OF Idaho )  
County of Bonner )  
SS

On this 10<sup>th</sup> day of August, 2020, before me, a Notary Public in and for said County and State, personally appeared PAULA J. FORMOSA, a Partner of THE CLEARWATER RIVER PLACE, LP, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she freely executed the same in the capacity described herein.

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



  
Notary Public for the State of Idaho  
Residing at Bonner, therein.  
My commission expires 2/11/2022.

### SCHEDULE C

Township 32 North, Range 4 East, Boise Meridian, Idaho County, Idaho  
Section 1: Government Lots 4, 9, 11, 12, 13 and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

AND

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho  
Section 6: Government Lots 10, 11, 12, 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$

LESS

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho  
Section 6:

A parcel of land being Government Lot 10, and a portion of Government Lot 11, the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 6, more particularly described as follows:

Commencing at the Southeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
thence North along the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  660 feet to the True Point of Beginning;  
thence West for 1320 feet, more or less, to the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
thence North 330 feet along said West line;  
thence West 970 feet;  
thence North to the high-water line of the Middle Fork of the Clearwater River;  
thence easterly along said high-water line to its intersection with the East line of said Government Lot 10;  
thence South along said East line of Government Lot 10 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  back to the True Point of Beginning.  
Sometimes known as Assessor's Tax No. 265.

AND INCLUDING

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho  
Section 6:

A parcel of land being Government Lot 10, and a portion of Government Lot 11, the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 6, more particularly described as follows:

Commencing at the Southeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
thence North along the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  660 feet to the True Point of Beginning;  
thence West for 1320 feet, more or less, to the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
thence North 330 feet along said West line;  
thence West 970 feet;  
thence North to the high-water line of the Middle Fork of the Clearwater River;  
thence easterly along said high-water line to its intersection with the East line of said Government Lot 10;  
thence South along said East line of Government Lot 10 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  back to the True Point of Beginning.  
Sometimes known as Assessor's Tax No. 265.

(end schedule c)

# SATISFACTION OF MORTGAGE

## SATISFACTION OF MORTGAGE

TO: KATHY M. ACKERMAN, Idaho County Clerk, or her successor in office:

PLEASE BE NOTIFIED that that certain Mortgage, dated the 10<sup>th</sup> day of August, 2020 and recorded on the 12<sup>th</sup> day of August, 2020 as Instrument No. 525207 in the records of Idaho County, Idaho, was executed between GARY BUTLER and DANA BUTLER, husband and wife, herein called the Mortgagors, and CLEARWATER RIVER PLACE, LP, an Idaho limited liability company, herein called the Mortgagee. Said Mortgage was then assigned by Clearwater River Place, LP to BLUE MOON HOLDING COMPANY, LLC, a South Dakota limited liability company, on 10<sup>th</sup> August, 2020 and recorded as Idaho County Instrument No. 525208.

That Mortgage has now been fully satisfied and paid and should upon the delivery of this Satisfaction of Mortgage to the Idaho County Recorder's Office be considered paid in full, and in no fashion be considered any longer a lien on the property described in said Instrument No. 525206.

DATED this 10<sup>th</sup> day of August, 2020.

BLUE MOON HOLDING COMPANY, LLC

By

Michael C. Genoff  
MICHAEL C. GENOFF, Partner

Paula J. Formosa  
PAULA J. FORMOSA, Partner

Instrument # 527120  
IDAHO COUNTY, IDAHO  
11-20-2020 09:04:14 AM No. of Pages: 2  
Recorded for: FORSMANN ACCOUNTING  
KATHY M. ACKERMAN Fee: 15.00  
Ex-Officio Recorder Deputy Kathy M. Ackerman

STATE

County

County  
identifi  
acknov

and ye:

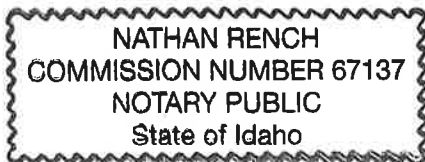


STATE OF IDAHO

County of Bonner )  
SS )

On this 10<sup>th</sup> day of August, 2020, before me, a Notary Public in and for said County and State, personally appeared MICHAEL C. GENOFF and PAULA J. FORMOSA, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they freely executed the same in the capacities described herein.

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



  
\_\_\_\_\_  
Notary Public for the State of Idaho,  
Residing at Bonner, therein.  
My commission expires 2/11/2022.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D'ALENE, ID 83815-7763  
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

April 12, 2021

GARY BUTLER  
DANA BUTLER  
PO BOX 427  
KOOSKIA ID 83539-0427

Re: Change in Ownership for Water Right No(s): 81-7045 & 81-10183

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

  
Natalie Steading  
Tech Records Specialist 1

Enclosure(s)