

RECEIVED

JUL 31 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
96-09065	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: COULTER FRANCIS

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JOSHUA R. + REBECCA L. MOON

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or5761 ANNA CT.KETCHIKANAK- 99901

Mailing address

City

State

ZIP

907-225-5064rebeccalynn@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: _____

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):
 o \$25 per undivided water right.
 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.

8. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

6/9/17

- Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

6/9/17

For IDWR Office Use Only:

Received by NSDate 7-31-17Receipt No. N032833Receipt Amt. \$25.00Active 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 NSDate 1-30-18



Community Title, LLC

'Researching the past to protect your future'

6407 Main St
PO Box 1902
Bonners Ferry, ID 83805

www.communitytileco.com

Phone 208-267-6500
Toll Free 866-996-6500
Fax 208-267-6076

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geoAdvantage
www.sentrydynamics.net

**Community Title, LLC
assumes no liability for
inaccuracies contained in
this map.**

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 96-09065

Priority: January 23, 2001

Maximum Diversion Rate: 0.01 CFS
Maximum Diversion Volume: 4.8 AF

It is hereby certified that **COULTER FRANCIS**
120 KIRKHAM RD
CAVE JUNCTION OR 97523 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated January 23, 2001; and has
submitted Proof of Beneficial Use on July 25, 2002. An examination indicates that the works have a
diversion capacity of 0.01 cfs of water from:

SOURCE

SPRING

Tributary: SINKS

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
DOMESTIC	01/01 to 12/31	0.01 CFS	1.8 AF
IRRIGATION	03/15 to 10/31	0.01 CFS	3.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SPRING SE1/4SW1/4NE1/4 Sec. 21, Twp 60N, Rge 02W, B.M.

BOUNDARY County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE	NW	SW	SE	Totals
60N 02W 21	NE NW SW SE X	NE NW SW SE	NE NW SW SE	NE NW SW SE X	Totals

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	Totals
60N 02W 21	NE NW SW SE .9	NE NW SW SE	NE NW SW SE	NE NW SW SE .1	Totals 1.0

Total Acres: 1

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the lands above.

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 96-09065

2. Domestic use is for 3 homes. Irrigation of lawn, garden and landscaping associated with the home is authorized under the irrigation component of this right.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 22nd day of October, 2007.


DAVID R. TUTHILL, JR.
Director

BUYER'S NAME(S) JOSHUA P. & REBECCA L. MOON

13. COMPENSATION OF BROKER: In consideration of the services to be performed by the Broker, BUYER agrees that broker may be compensated in any of the following ways: Check all that apply.

- ☐ A. **If the property is subject to a listing agreement with the Broker's Company or a cooperating Broker** through the Multiple Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but not less than 3 % of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from the aforementioned Brokers and the stated minimum.
- ☐ B. **If the property is not subject to a Listing Agreement**, such as a For Sale By Owner, the BUYER agrees that the Broker will be paid a fee of not less than ☐ N/A % of selling price or ☐ \$ N/A. The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.
- ☐ C. **If the property is not subject to a Listing Agreement**, such as a Custom Build Job, the BUYER agrees that the Broker will be paid a fee of not less than ☐ N/A % of selling price or ☐ \$ N/A. The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.
- ☐ D. **Retainer Fee.** BUYER will pay Broker a non-refundable retainer fee of \$ N/A due and payable upon signing of this Agreement. Retainer fee ☐ shall ☐ shall not be credited against any compensation set forth in paragraph A or B.
- ☐ E. **Hourly rate.** BUYER will pay Broker at the rate of \$ N/A per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases property. The fee ☐ shall ☐ shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within N/A calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the property acquired by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term of this Agreement. Unless otherwise indicated herein the Broker's fee shall be paid in cash at closing.

In the event BUYER purchases any property without using the representation of the Broker named above within the time this agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to N/A % of the contract or purchase price of the property acquired or \$ N/A.

14. OTHER TERMS AND CONDITIONS:N/A

15. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

16. AUTHORITY OF SIGNATORY: If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER.

17. TIME IS OF THE ESSENCE IN THIS AGREEMENT: The terms hereof constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

Buyer Signature

Date

Agent or Broker (on behalf of Brokerage) Signature

Date

Buyer Signature

Date

Brokerage Address

219 OLIVE AVE SUITE B

Address

City

SANDPOINT

ID

83864

City

State

Zip

Brokerage Phone

263-3266

Brokerage Fax

SAME

Phone

Fax

Brokerage Email

Email

Agent/Broker Email

johnwhobday@gmail.com

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Sandpoint Title Insurance, Inc.

After recording mail to: Grantee

253090

WARRANTY DEED

Escrow No.: ²¹⁰⁴⁵ 59593-VW

FOR VALUE RECEIVED

Joel Whitaker, a Single Man and Lynne C. Whitaker, an Unmarried Woman as Joint Tenants with Right of Survivorship and not as Tenants in Common

the grantors, do(es) hereby grant, bargain, sell and convey unto

Joshua P. Moon and Rebecca L. Moon, Husband and Wife, as community property, with rights of survivorship

whose current address is 714 Washington Ave. Sandpoint, ID 83864

the grantees, the following described premises, in Boundary County, Idaho, TO WIT:

The North Half of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter, West of road, in Section 21, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 217, 2012

Lynne C. Whitaker
Lynne C. Whitaker

Joel Whitaker
Joel Whitaker

STATE OF IDAHO }
 } SS.
COUNTY OF BONNER }

On this 7 day of Feb., 2012 before me, a Notary Public in and for said state, personally appeared Lynne C. Whitaker and Joel Whitaker known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for the State of Idaho

Residing at: SANDPOINT, ID
Commission Expires: 4/16/16

STATE OF IDAHO } SS,
County of Boundary }
Filed by Community Title
on 2-9-12 at 11:05
Glenda Poston
County Recorder [Signature]
By Deputy
Fee \$ 10.00 plus
Mail to [Signature]





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

January 30, 2018

JOSHUA P MOON
REBECCA L MOON
5761 ANNA CT
KETCHIKAN AK 99901

Re: Change of Ownership for Water Right/Permit No(s): 96-9065

Dear Water Right Holder(s):

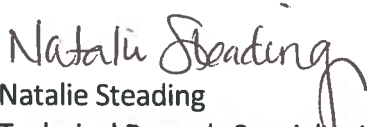
The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 762-2800.

Sincerely,


Natalie Steading
Technical Records Specialist I

Enclosure(s)