

MAY 11 2015

WATER RESOURCES
WESTERN REGION

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?
78-7246	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Donald C. Whiteman and Patricia C. Whiteman
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jon and Donna Shoemaker
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
7392 Highway 95 S Riggins ID 83549
Mailing address City State ZIP
704-773-0497 jcshoemaker@yahoo.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 August 2014

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] 4/17/2015
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] 4/17/2015
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/11/15 Receipt No. W043085 Receipt Amt. \$25⁰⁰
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 X Approved by [Signature] Processed by [Signature] Date 5/21/2015

WARRANTY DEED

GRANTOR, MARCUS G. SCHEIBE, a married man, of 8 A. 7-25, Praderas De Las Flores, Condominio Las Violetas, Casa #11, San Cristobal, Zona 8, Mixco, Guatemala, Central America 181, joined by his wife, GEIGGY KARLA DENISSE LEIVA JACOBS DE SCHEIBE and, LAUREL A. SCHEIBE, a single woman of 260 150 West, Apple Valley, MN 55124 for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to JON C. SHOEMAKER and DONNA M. SHOEMAKER, husband and wife, of 499 Agnew Rd, Mooresville NC 28117, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Lots 11, 12 and 13, Riverview Subdivision, Idaho County, State of Idaho, according to the recorded plat thereof.

Grantee herein is prohibited from conveying the above described property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$420,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

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

Subject to:

1. General taxes for the year 2014, which are a lien, not yet due.

2. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision as recorded in the official Idaho County records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604 (c).

WARRANTY DEED

[Handwritten signature]

1 3. Rights and easements in favor of the public for
2 recreational uses of the Little Salmon River.

3 4. Any adverse claims based on the assertion that the location
4 of the Little Salmon River has moved subsequent to its
5 adoption as a title boundary.

6 5. Subject to Deed Granting Interest in Well, including the
7 terms and provisions thereof, by and between DOCK E. NAIL and
8 LILLIAN R. NAIL, husband and wife, and HARRY GERBER and
9 MILDRED GERBER, husband and wife, Grantors, and RAYMOND D.
10 SERGEANT and HELEN SERGEANT, husband and wife, Grantees,
11 recorded September 3, 1965, under Instrument No. 221303, Book
12 103, page 474; and Partnership Agreement for Riverview Water
13 Association, recorded October 27, 1983, under Instrument No.
14 309280; all records of Idaho County, Idaho.

15 TO HAVE AND TO HOLD the said premises, with their
16 appurtenances, unto the said Grantees, their heirs and assigns
17 forever. And the said Grantors do hereby covenant to and with the
18 said Grantees that they are the owners in fee simple of said
19 premises; that they are free from all encumbrances, and that they
20 will warrant and defend the same from all lawful claims whatsoever,
21 except general taxes for the year 2014, and easements,
22 reservations, restrictions and rights-of-way of record or in use.

23 Except as otherwise expressly provided in this instrument,
24 GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the
25 Idaho Code, that in the event GRANTORS shall have permitted or
26 suffered at any time prior to the making of this instrument, any
27 person or entity to possess, use or occupy the above-described
28 premises, or any portion thereof, for any purpose, with or without
the knowledge of GRANTORS, it was not the intent of GRANTORS, 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, Grantors have hereunto subscribed their
names to this instrument this 19 day of July, 2014.

1 Laurel A. Scheibe
LAUREL A. SCHEIBE

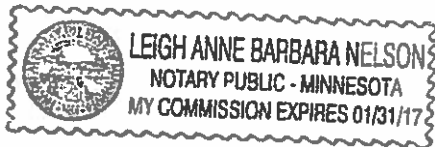
2
3 STATE OF MINNESOTA)

4 ss.
County of Dakota)

5 On this 19 day of July, 2014, before me,
6 Leigh Anne Nelson, a Notary for the said County and
7
8 State, personally appeared LAUREL A. SCHEIBE known or identified to
9 me to be the person whose name is subscribed to the within
10 instrument, and she acknowledged to me that she freely executed the
11 same and that the statements therein contained are true.

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

14
15 (NOTARY SEAL)



[Signature]
Notary Public for State of MN.
Residing at UFBank, therein.
My commission expires on
01 121, 2017.

1 _____
2 MARCUS G. SCHEIBE

3 REPUBLIC OF GUATEMALA

4 Department _____:

5 City of _____

6 Embassy of the United States of America

7 I, _____, Consul of the United States
8 of America at _____, Guatemala, duly commissioned and
9 qualified, do hereby certify that on this _____ day of
10 _____, before me personally appeared MARCUS G.
11 SCHEIBE to me personally known, and known to me to be the
12 individual described in the above instrument, whose name is
13 subscribed to, and who executed the annexed instrument, and being
14 informed by me of the contents of said instrument, is duly
15 acknowledged to me that he/she executed the same freely and
16 voluntarily for the uses and purposes therein mentioned.

17 In witness whereof I have hereunto set my hand and official seal
18 the day and year above written.

19 _____ (SEAL)
20 Consul of the United States at _____.

21 _____
22 GEIGGY KARLA DENISSE LEIVA JACOBS DE SCHEIBE

23 REPUBLIC OF GUATEMALA

24 Department _____:

25 City of _____

26 Embassy of the United States of America

27 I, _____, Consul of the United States
28 of America at _____, Guatemala, duly commissioned and
qualified, do hereby certify that on this _____ day of
_____, before me personally appeared to me GEIGGY
GEIGGY KARLA DENISSE LEIVA JACOBS DE SCHEIBE personally known, and
known to me to be the individual described in the above instrument,
whose name is subscribed to, and who executed the annexed
instrument, and being informed by me of the contents of said
instrument, is duly acknowledged to me that he/she executed the
same freely and voluntarily for the uses and purposes therein
mentioned.

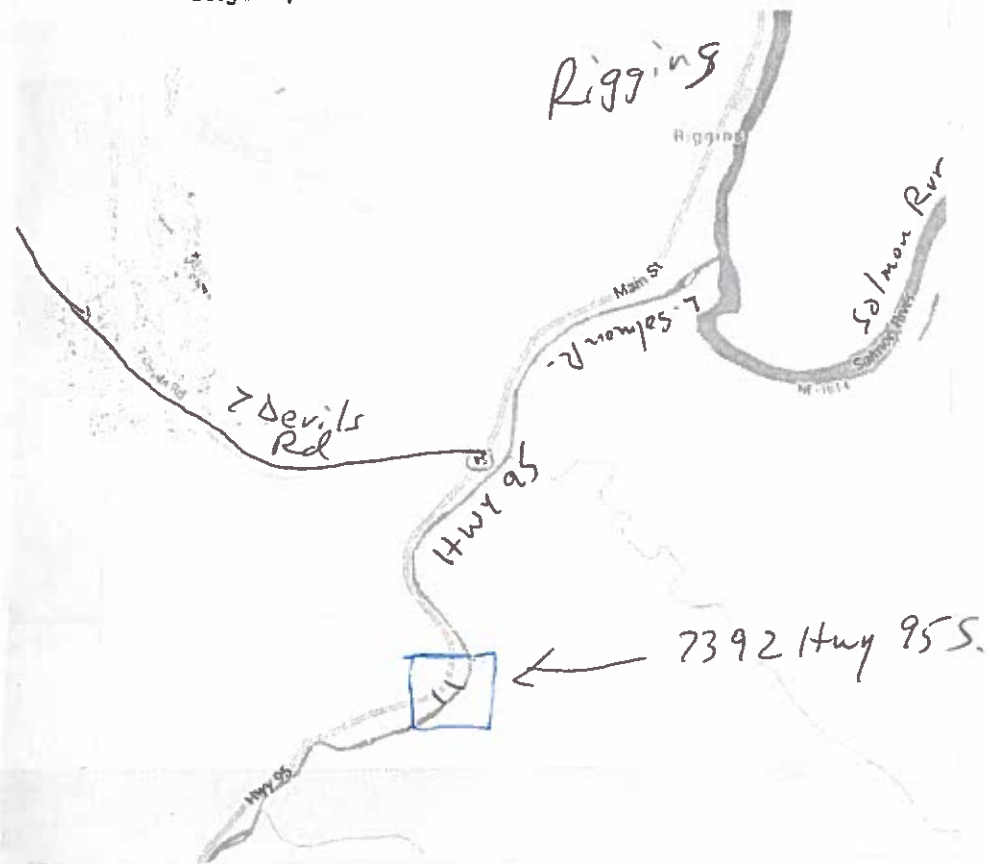
In witness whereof I have hereunto set my hand and official seal
the day and year above written.

(SEAL)
Consul of the United States at _____.

Change in Ownership App for 78-2746
Whiteman



Google Maps





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 21, 2015

PATRICIA C WHITEMAN
DONALD C WHITEMAN
2445 E F ST
MOSCOW, ID 83843-9583

RE: Notice of Ownership Change in Water Right No. 78-7246

Dear Applicants:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect the 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 Sections 42-222 and 42-223, Idaho Code.

Please 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. Change reporting 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 this office at 208-334-2190.

Sincerely,

Brenda Serrano
Office Specialist II
Western Regional Office

Enclosures