

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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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?
LIC 96-8608	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Donna M Keeley
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Scott M Lovenbury
Name of each new owner as listed on the conveyance document
Margaret J Lovenbury
New owner continued Name connector ☐ and ☐ or ☒ and/or
815 Janish Drive
Mailing address
Sandpoint Idaho 83864
City State ZIP
208-265-9787 pslovenbury@imaxmail.net
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: 04/19/2012
6. 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.

7. Signature: Scott M Lovenbury Title, if applicable _____ Date: 2/11/2013
Signature: Margaret J Lovenbury Title, if applicable _____ Date: 2/11/2013
Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only

Received by [Signature] Date 2/15/13 Receipt No. N029652 Receipt Amt. \$25.00
Approved by _____ Processed by gmh Date 2-21-13

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WARRANTY DEED

Eserow No.: 21089-JF

FOR VALUE RECEIVED

Donna Kealey, a Single Woman

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

Scott M. Lovenbury and Margaret J. Lovenbury, Husband and Wife, as community property, with right of survivorship

whose current address is 815 Janish Drive, Sandpoint, ID 83864

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

The West Half of the East Half of the Southeast Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho, lying West of the Pack River;

LESS THE FOLLOWING PROPERTY:

The West Half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho, lying West of the Pack River;

AND that part of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho, lying East of the Pack River Road as it existed on December 1, 1969.

LESS

A parcel of land lying in a portion of the Southeast Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at the Southeast One-Sixteenth Corner of said Section 34, said corner bears South 89° 01' 55" West 1340.27 feet from the South One Sixteenth Corner of said Section 34, thence South 89° 01' 55" West, 397.10 feet along said South One Sixteenth line to a point of intersection with the existing Northeasterly right of way line of Pack River Road, thence, leaving said South One Sixteenth line, Northwesterly along said road right of way line the following two described courses (1) North 23° 31' 51" West, 104.14 feet; (2) North 31° 37' 43" West, 91.83 feet to a point, thence, leaving said road right of way line, North 89° 01' 55" East, 574.98 feet, along a line parallel with said South One Sixteenth line, to a point; thence, South 00° 33' 39" West, 175.00 feet to a point on said South One Sixteenth line, thence, South 89° 01' 55" West, 86.00 feet along said South One Sixteenth line to the POINT OF BEGINNING.

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 are 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 they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 12, 2012

Donna Kealey
Donna Kealey

Scott M. Lovenbury
Margaret J. Lovenbury

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STATE OF IDAHO }
COUNTY OF Bonner } SS.

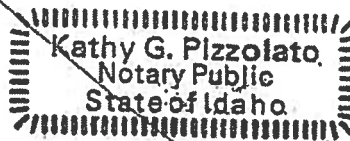
On this 18 day of April, 2012 before me, a Notary Public in and for said state,
personally appeared Donna Keeley
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same
she

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

Residing at
Commission Expires

Ladale
6-29-2014

Kathy G. Pizzolato
Notary Public for the State of Idaho



RE-13 COUNTER OFFER # 2 (1,2,3 etc)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS
 THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
 IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: March 28, 2012
 2
 3 ADDRESS: 124 Wapiti Lane ID# 18977022
 4
 5 BUYER: _____ Lumbury
 6
 7 SELLER: _____ Kealey

8 The parties accept all of the terms and conditions in the above designated Purchase and Sale Agreement with the following changes:
 9 ☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 10 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 11 ☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 12 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 13 Purchase price to be \$266,000.

14 Any water rights that have been assigned to the 10.95 acre parcel will remain with it.
 15 Solar system is not included
 16 Buyer will be responsible for pumping septic tank
 17 Seller to leave until May 30, 2012 to remove her personal belongings from the property
 18 Buyer to grant a 6 month temporary easement to 128 Wapiti Lane for ingress and egress access.
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41 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 42 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 43 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 44 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its
 45 execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

46 If a signed acceptance is not delivered on or before (date): April 2, 2012 at 5:00 ☐ A.M. ☒ P.M.
 47 this Counter Offer shall be deemed to have expired.

48 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 49 transmission of any signed original document, and representation of any signed original document. Representation of any signed facsimile
 50 or electronic transmission shall be deemed to be the same as delivery of an original.

51 SELLER Donna M. Kealey Date 3/02/2012 Time _____ ☐ A.M. ☐ P.M.
 52 SELLER _____ Date _____ Time _____ ☐ A.M. ☐ P.M.
 53 BUYER Jeff M. Kealey Date 31 MAR 2012 Time _____ ☐ A.M. ☐ P.M.
 54 BUYER Maureen J. Kealey Date 3/31/2012 Time _____ ☐ A.M. ☐ P.M.

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Accepted offer 4-2-12 OK & deposit EM 6/3

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