

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAR 26 2001

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
84-04099					
84-04100A					
84-04100B					
84-10308					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

DORIS J LYDA PERCY N LYDA
P.O. Box 264, Orofino, ID 83544

4. New Owner/Claimant(s)

KENNETH J. WELLER SANDY WELLE

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 2446

City, State and ZIP Code

Orofino ID 83544

New Telephone Number

(208) 476-3276

5. Date you acquired the property

9-30-93

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Sandy Weller
Kenneth Weller

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

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For Office Use Only

Received by <u>cm</u>	Date <u>3-15-01</u>	Fee <u>100.00</u>
Received by <u>cm</u>	Date <u>3-15-01</u>	Receipt No. <u>N014200</u>
Processed by _____	Date _____	WR _____ Date _____

1.63698

WARRANTY DEED

RECEPTION ☒
INDEXED ☒
FILMED ☒
DELIVERED ☒
MAILED ☒

THIS INDENTURE, made this 30th day of September, 1993, by and between PERCY N. LYDA and DORIS J. LYDA, husband and wife of Orofino, Idaho, hereinafter called the GRANTORS, and KENNETH J. WELLER and SANDY WELLER, husband and wife, whose mailing address is P.O. Box 1208, Orofino, ID 83544 hereinafter called the GRANTEES.

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable consideration, to them in hand paid by the Grantees, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantees and their heirs and assigns forever, all of their right, title and interest in and to the following described real property, situate in the County of Clearwater, State of Idaho, to-wit:

The North half of the Northwest Quarter ($N\frac{1}{2}$ NW $\frac{1}{4}$), and the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}$ NW $\frac{1}{4}$) of Section 24, and the South half of the Southwest Quarter ($S\frac{1}{2}$ SW $\frac{1}{4}$) of Section 13, of Township 37 North, Range 3 East of the Boise Meridian.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand of the Grantors.

TO HAVE AND TO HOLD the same, all and singular, to the Grantees and their heirs and assigns forever.

And the Grantors, for their heirs and assigns, hereby covenant and agree, that at the time of the ensealing and delivery of these presents, they are well seized of the same in fee simple absolute, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes and assessments, except the usual public utility and roadway easements of record.

And the said premises in the quiet and peaceable possession of the Grantees and their heirs and assigns against all persons lawfully claiming or to claim the whole or any part thereof, and the Grantors and their heirs and assigns shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year in this instrument first hereinabove written.

Percy N. Lyda
Percy N. Lyda

SEAL

WARRANTY DEED

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Per Kase at Clearwater County
Assessor's Office - Kenneth J. and Sandy
Weller are owners of T37N, R3E, S24,
SENW.
Kase Lyda
9.19.01

OWNERS POLICY

SCHEDULE A

File No.: T-17816

Amount of Insurance: \$300,000.00

Policy Number: 13 3083 60 000599

Premium Amount: \$1,155.00

Date of Policy: October 1, 1993

Policy Time: 1:20 P.M.

1. Name of Insured:

KENNETH J. WELLER AND SANDY WELLER, HUSBAND AND WIFE

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

KENNETH J. WELLER AND SANDY WELLER, HUSBAND AND WIFE

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

A mortgage to secure payment of a note for \$240,000.00, and any other amounts as therein provided,

Recorded: October 1, 1993

Dated: September 30, 1993

Mortgagor: K. J. Weller, Inc., an Idaho Corporation and Kenneth J. Weller and Sandy Weller, husband and wife

Mortgagee: Empire Lumber Company, a Washington Corporation, d/b/a Kamiah Mills

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy situate in the County of Clearwater, State of Idaho, is described as follows:

Township 37 North, Range 3 E.B.M.

Section 13: S1/2 SW1/4

Section 24: N1/2 NW1/4, SW1/4 NW1/4

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OWNERS POLICY
SCHEDULE B
(Standard Coverage)

File No.: T-17816

Policy No.: 13 3083 60 000599

EXCEPTIONS FROM COVERAGE

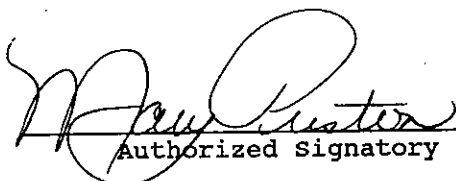
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether whether or not shown by the records of such an agency or by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. General taxes for the year 1993, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. The terms and provisions contained in the Sale of Standing Timber and Hauling Agreement with First Right of Refusal from Kenneth J. Weller and Sandy Weller, Vendor and Empire Lumber Company, a Washington Corporation, Purchasers, recorded October 1, 1993 as Instrument No. 163700; and the effect to comply with the items and provisions contained in the Sale of Standing Timber and Hauling Agreement with First Right of Refusal.


Authorized Signatory

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