

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

RECEIVED

DEC 12 2005

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 (under the "split" heading), 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
WF 95-8478					

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) is 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) E. James Hanna III
RATHDRUM ID
4. New Owner/Claimant(s) Robert J. Boisseranc "or" Lori A. Boisseranc
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 22511 N. Ramsey Rd.
- City, State and ZIP Code Rathdrum ID. 83858
- New Telephone Number (208) 687-2586
5. Date you acquired the property Oct. 30th, 2001

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) Robert J. Boissier
(include title if applicable) _____

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.

For Office Use Only

Received by _____	Date <u>12-12-05</u>	Fee <u>\$25.00</u>
Received by <u>M</u>	Date <u>12-12-05</u>	Receipt No. <u>CD79830</u>
Processed by _____	Date _____	WR _____

1702340

File No: 55461

bk

WARRANTY DEED

KOOTENAI COUNTY TITLE CO.

OCT 31 3 21 PM '01

DANIEL J. ENGLISH

FEES

DEPUTY

6.00

For Value Received E. JAMES HANNA III AND BARBARA K. HANNA, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto ROBERT J. BOISSERANC AND LORI A. BOISSERANC, husband and wife

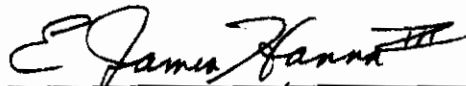
511
22218 North Ramsey Road, Rathdrum, ID 83858
Address: 15196 Von Boston Road, Teton, CA 95304

the grantees, the following described premises, in Kootenai County, Idaho to wit:

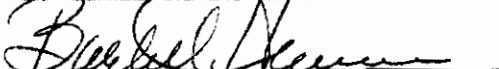
SEE ATTACHED EXHIBIT "A"
(Continued)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT current taxes and easements of record, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 6-1-01



E. James Hanna III

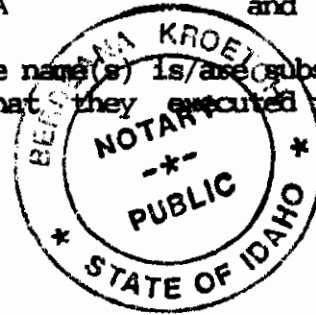

Barbara K. Hanna

COUNTY OF Kootenai)

ON THIS 1st day of June, 2001, before me, the undersigned
a Notary Public in and for said State, personally appeared
E. JAMES HANNA III and BARBARA K. HANNA

and
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 they executed the same.

Dorinda F. Kroel
Notary Public for:
Residing at: our home
Commission Expires: 4/1/2004



1702940

EXHIBIT "A"

File Number: 55461

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 3, Township 52 North, Range 4 West Boise Meridian, Kootenai County, State of Idaho.

Excepting therefrom that portion described in the deed to Lakes Highway District, recorded July 15, 1996, as Instrument No. 1453818, records of Kootenai County, Idaho.

Exhibit "A"

619502

Filed and recorded at the request of James Hansen III
at 10 o'clock A.M., this FEB 22 1973 day of FEB
by Harold E. Peterson Notary Public
for Office Auditor-Recorder
Kootenai County, Idaho
Return to Box 2 Ramsey Rd. Rathdrum, Idaho
Fee 5.00
EASEMENT AGREEMENT
83858

THIS AGREEMENT, made and entered into this 31.5 day of July, 1970, by and between JOHN D. SPRINKEL and ANNA L. SPRINKEL, husband and wife, GARY R. SPRINKEL and KATHLEEN A. SPRINKEL, husband and wife, all hereinafter called "Grantors", and DAVID A. ANTRIM and MADELYN F. ANTRIM, husband and wife, hereinafter called "Grantees",

WITNESSETH that:

WHEREAS, the Grantors herein are the sellers to the Grantees herein of a portion of a certain ten (10) acre tract of real property situate in Kootenai County, Idaho, to-wit: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 3, Township 52 North, Range 4 W.B.M., such sale being under contract of sale between the parties hereto and executed of even date herewith, and,

WHEREAS, the Grantors are presently the owners of land adjacent to that real property being so sold to Grantees, and,

WHEREAS, the Grantors have and own upon said adjacent retained land a certain well from which ground water is obtained by Grantors, and,

WHEREAS, Grantors have previously granted an easement and water right to the owners of other adjacent real property for the ingress, egress and use for domestic purposes with respect to said well, all as appears in the Contract for Easement recorded in Book 196 of Dude, at page 419, Instrument No. 440631, Records of Kootenai County, Idaho, and,

WHEREAS, the Grantees herein are desirous of obtaining domestic water from said well to be applied upon and appurtenant to the real property being purchased and described hereinabove,

WHEREAS, the Grantors herein are desirous of granting to said Grantees the right to use for domestic purposes so much of such water as can be obtained from said well as is not required by either Grantees, their successors, heirs, or assigns, or the owners of the said previously granted rights to and in said well, together with the right to install, maintain, repair and replace a pipeline to said well.

NOW THEREFORE,

IN CONSIDERATION of One (\$1.00) Dollar and other valuable consideration, including the covenants and agreements contained in the contract of sale described hereinabove, the receipt of which is hereby acknowledged,

THE ABOVE-NAMED GRANTORS DO HEREBY GRANT AND CONVEY TO THE ABOVE-NAMED GRANTEEES an easement and right to use, for domestic purposes as defined by Idaho Code Section 42-230 (d), so much of the water as can be obtained from a certain well owned by Grantors and situate on the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 2, Township 52, North, Range 4 W.B.M., Kootenai County, Idaho (servient estate), as is not required by and for the use of the said Grantors, their heirs, successors, or assign, or by and for the use of the owners or holders of previously granted rights in and to said well, said easement and right to be forever appurtenant to certain real property described as follows, to-wit:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$
of Section 3, Township 52 North,
Range 4, W.B.M., Kootenai County
Idaho, (Dominant Estate),

AND, THE GRANTORS DO HEREBY FURTHER GRANT TO THE GRANTEEES, an easement over and across the said servient estate for the purpose of installing, maintaining, repairing and/or replacing an

underground water pipeline between said well, in a straight line, to a point where Sections 2, 3, 10, and 11, Township 52 North, Range 4, W.B.M., have a common point of intersection. said easement to be no wider than is reasonably necessary for such installation and maintenance.

The Grantors and Grantees mutually acknowledge that there is now in existence an underground pipeline running between the said well and the said point of intersection described hereinabove, and, further, that the Grantees have already hooked up to said pipeline and are presently appropriating water for domestic purposes, the same being applied to the said dominant estate.

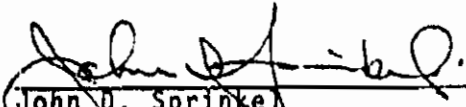
As a part of the consideration for the easement granted herein, the Grantees agree to share the expenses of maintenance, replacement and/or repair of the said pipeline, as well as the cost of pumping and repair and/or replacement of the well, pump, and equipment, on a proportion basis with all other parties using and obtaining water from said well, said proportion to be based upon the amount of water each said party obtains from said well in any calendar year; in the event that a disagreement over the water rights arises, either the dominant or servient land owners may demand that meters be installed to measure the amount of water used and thereafter the parties shall pay for their respective prorated share of the pumping cost, and each party shall pay for the installation of their own meter.

This easement and agreement shall be perpetual and shall be a covenant running with both the dominant and servient estates.

ESCROW HOLDER: Gridley Investment Company, 108 North 4th Street, Coeur d'Alene, Idaho, escrow holder of the contract between Grantors and Grantees herein, involving a portion of the dominant land described hereinabove, is hereby named as escrow holder for this Easement Agreement, such agreement to be deposited in said escrow and said escrow holder is hereby authorized to deliver this easement agreement to the Grantees upon termination of said escrow through compliance with the terms of the real property contract between the parties.

The rights and obligations hereunder shall extend to the heirs, representatives, successors and/or assigns of the parties hereto.

WITNESS, the hands and seals of the parties at the times and places stated in the acknowledgments hereto.


John D. Sprinkel


Anna L. Sprinkel


Gary R. Sprinkel


Kathleen A. Sprinkel
GRANTORS


David A. Antrim


Madelyn F. Antrim
GRANTEES

STATE OF IDAHO)

County of Kootenai)

ss

On this 31st day of July, 1970, before me, a Notary Public in and for said County and State, personally appeared JOHN D. SPRINKEL and ANNA L. SPRINKEL, husband and wife, and GARY R. SPRINKEL and KATHLEEN A. SPRINKEL, husband and wife, known to me to be the persons whose names 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.

Mary E. Fisher
Notary Public for Idaho, residing at
Coeur d'Alene. My commission expires:

12/1/73

STATE OF IDAHO)

County of Kootenai)

ss

On this 30th day of July, 1970, before me, a Notary Public, in and for said County and State, personally appeared DAVID A. ANTRIM and MADELYN F. ANTRIM, husband and wife, known to me to be the persons whose names 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.

Mary E. Fisher
Notary Public for Idaho, residing at
Coeur d'Alene. My commission expires:

12/1/73