



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 14, 2024

JAMIE S HAWLEY & LISA K HAWLEY
DUSTY L TUCKER & CINDY M TUCKER
975 S BROADWAY AVE
OTHELLO WA 99344-1827

RE: Water Right Change in Ownership No(s): 92-10493 & 92-10936

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice). The Notice could not be processed at this time because the warranty deed supplied was incomplete. In order to complete the Notice, please supply the complete warranty deed, including the page containing the signatures and notary stamp.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days of the date of this letter, we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 762-2800.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
831 Main Avenue
St. Maries, ID 83861

RECEIVED
2023 Sep 19 PM 03:04
BENEWAH COUNTY
DEANNA BRAMBLETT, CLERK
298904
FLYING S TITLE AND ESCROW - SAINT MARIES
FEES \$ 15.00

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 1106531-SM (ps)

Date: August 01, 2023

For Value Received, **William E. Gruber and Nancy H. Gruber, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jamie S. Hawley and Lisa K. Hawley, husband and wife, and Dusty L. Tucker and Cindy M. Tucker, husband and wife**, hereinafter called the Grantees, whose current address is **975 S Broadway Ave, Othello, WA 99344**, the following described premises, situated in **Benevah County, Idaho**, to-wit:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 45 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO;

EXCEPT RIGHT-OF-WAY OF EXISTING COUNTY ROAD;

AND

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 45 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO;

EXCEPTING THAT PORTION THEREOF LYING SOUTH OF THE COUNTY ROAD;

AND FURTHER EXCEPTING THE RIGHT-OF-WAY OF THE EXISTING COUNTY ROAD;

AND

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO;

EXCEPTING THE RIGHT-OF-WAY OF THE EXISTING COUNTY ROAD;

AND

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO;

Page 1 of 3

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EXCEPT RIGHT-OF-WAY OF EXISTING COUNTY ROAD;

AND

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Page 1 of 3

Date: 08/01/2023

Warranty Deed
- continued

File No.: 1106531-SM (ps)

EXCEPTING THE RIGHT-OF-WAY OF THE EXISTING COUNTY ROAD.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 08/01/2023

Warranty Deed
- continued

File No.: 1106531-SM (ps)

EXCEPTING THE RIGHT-OF-WAY OF THE EXISTING COUNTY ROAD.

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