

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Notice of Change in Water Right Ownership

IDWR / NORTH

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?
95-13429	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: ZEBBIE ELLINGSON
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert and Kristine Foley
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

14412 E. 18TH AVE Spokane Valley WA 99037
Mailing address City State ZIP

509-926-2390 bobkristyF@comcast.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: April 30, 2012

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: Robert S. Foley Title, if applicable 7-20-2013
Signature of new owner/claimant Date

Signature: Kristine S. Foley Title, if applicable 7-20-2013
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A

Approved by Chad Processed by Chad Date 8-20-2013

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After recording return to and send all tax statements to the following address

Robert Foley and Kristine Foley
14412 E 18th
Spokane Valley, WA 99037

CLIFFORD T. HAYES 1 P 2356050000
KOOTENAI COUNTY RECORDER
MKM 4/30/2012 12:43 PM
REQ OF NEXTITLE

RECORDING FEE:\$10.00 DD
Electronically Recorded

1X10-0048914 ^{T.O.} SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED Federal National Mortgage Association its successors and assigns organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey to Robert Foley and Kristine Foley, husband and wife.

Whose address is: 14412 E 18th Spokane Valley, WA 99037
Grantee, the following described real estate, to-wit:

Property commonly known as 2151 W Cottonwood Rd, Worley ID 83876

Lot 21 of VIEW POINT, according to the plat recorded in the office of the County Recorder in Book D of Plats at Page 28, records of Kootenai County, Idaho.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALE PRICE OF GREATER THAN \$375,074.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$374,074.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST

084400000210

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

DATED: April 24, 2012

Federal National Mortgage Association

FNMA by
Jennifer Grindle
For RCO as
AIF

By: [Signature]

Routh Crabtree Olsen P.S., its Attorney in Fact

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that JENNIFER GRINDLE is the person who signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it on behalf of Routh Crabtree Olsen, P.S., as the Attorney in Fact for Federal National Mortgage Association to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

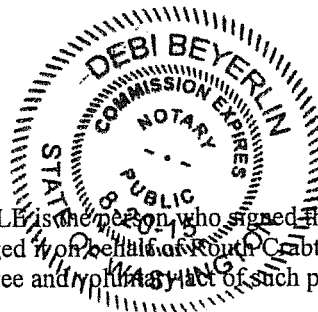
Dated: April 24, 2012

[Signature]
Debi Beyerlin

Notary Public in and for the State of Washington

Residing at: North Bend

My Appointment Expires: 8/20/2015



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