

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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OCT 28 2014

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?
95-9186	Yes ☐		Yes ☐		Yes ☐
95-7072	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: ROBERT C. FARR
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ROBERT CECIL FARR AND TERESA ANN HOLLADAY FARR REVOCABLE TRUST
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 842 S MILLVIEW LN. COEUR D'ALENE ID 83814
Mailing address City State ZIP
- (208) 661-4849 rfarr842@msn.com
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: 10/23/1964, 9/21/1964
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: [Signature] Trustee 10/29/2014
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Trustee 10/28/2014
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A
 Approved by 2W Processed by 2W Date 10-28-2014

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IDWR / NORTH

DO NOT CHANGE TAX NOTICE

CLIFFORD T. HAYES 4P 2439757000
KOOTENAI COUNTY RECORDER Page 1 of 4
DAS Date 12/12/2013 Time 01:21:09
REQ OF DEBORAH CORDES
RECORDING FEE: \$19.00
2439757000 DD

WARRANTY DEED

ROBERT C. FARR and TERESA A. FARR, husband and wife, of 842 S. Millview Lane, Coeur d'Alene, ID 83814, ("Grantors") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto:

ROBERT CECIL FARR, JR AND TERESA ANN HOLLADAY FARR (or their duly qualified successors), as trustees, (not as an individuals) of the ROBERT CECIL FARR, JR AND TERESA ANN HOLLADAY FARR REVOCABLE TRUST, established under trust agreement dated the 26th day of November, 2013, as may be amended, whose current address is 842 S. Millview Lane, Coeur d'Alene, ID 83814 ("Grantee") and to Grantee's heirs and assigns forever, all of the real property, located in Kootenai County, State of Idaho, and further described in Exhibit "A" attached.

TOGETHER with all improvements, water, water rights, easements, hereditaments and appurtenances thereto.

Grantors, for themselves, their heirs and assigns do hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the Grantee, and Grantee's heirs and assigns forever against the lawful claims of all persons.

NOTICE IS FURTHER GIVEN that ROBERT CECIL FARR, JR (Husband) and TERESA ANN HOLLADAY FARR (Wife) are the beneficiaries of said Trust, which is a revocable, amendable, living trust, and shall continue to reside in or upon the above-described premises, and do not release any claim to a "homeowner's exemption" as authorized by law.

DATED this 26 day of November, 2013.



ROBERT C. FARR, Husband

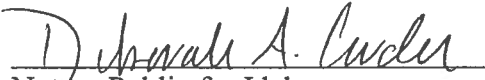


TERESA A. FARR, Wife

STATE OF IDAHO)
) s.s.
COUNTY OF KOOTENAI)

On this 26 day of November, 2013, before me, the undersigned Notary Public for the State of Idaho, personally appeared ROBERT C. FARR and TERESA A. FARR,

known to me or identified to me to be the persons whose names are subscribed to the within above instrument and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at Coeur d'Alene, Idaho
My Commission Expires: 1/15/2016

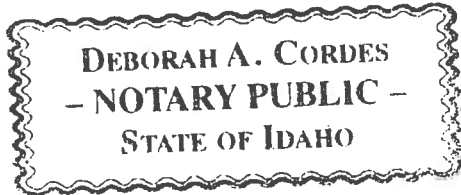


Exhibit "A"

PARCEL I:

A tract of land in Lot 7 of FORT SHERMAN ABANDONED MILITARY RESERVE in Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

BEGINNING at the Southeast corner of Section 10; thence

South, along the East line of Section 15, a distance of 343.62 feet; thence

Along the East line of a county road North 32°48 1/2' West, 1157.61 feet; thence

Along the East line of an existing road North 64°36 1/2' West, 184.20 feet; thence

Along the East line of an existing road North 49°13 1/2' West, 50.28 feet to the TRUE POINT OF BEGINNING for this description; thence

Along the East line of an existing road North 39°01 1/2' West, 137.36 feet to the Southeast corner of the Lewis Tract; thence

Along the South line of the Lewis Tract North 66°20' East, 179.27 feet to the Southeast corner of the Lewis Tract, being a point on the South bank of the Spokane River; thence

Along the South bank of the Spokane River South 71°30' East, 40.43 feet; thence

South 35°02' West, 202.33 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

An easement interest in the following parcel:

An easement for a road 18 feet in width in Lot 7, PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVE, in Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, according to the plat recorded in Book "B" of Plats, page 163, the Northeasterly line of said easement being described as follows:

BEGINNING at the Southeast corner of Section 10; thence

South along the East line of Section 15, a distance of 343.62 feet; thence

Along the East line of a County Road North 32°48 1/2' West, 1157.61 feet; thence

Along the East line of an existing road North $64^{\circ}36'1\frac{1}{2}"$ West, 184.20 feet; thence

Along the East line of an existing road North $49^{\circ}13'1\frac{1}{2}"$ West, 50.28 feet; thence

North $35^{\circ}02'$ East, 54.85 feet to the POINT OF BEGINNING for the Northeasterly line of said road easement; thence

South $38^{\circ}03'$ East, 104.52 feet and there terminating.

Parcel III:

A portion of the property described in Warranty deed recorded in Book 227 at Page 324, records of Kootenai County, in Section 10, Township 50 North, Range 4 West B.M. Kootenai County, Idaho, more particularly described as follows:

Commencing at the Westerly corner of said of property described in Warranty Deed recorded Book 227 at Page 324; thence

Along the Northwesternly boundary line of said property described in Warranty Deed recorded in Book 227 at Page 324, $N34^{\circ}58'52"E$, 80.63 feet to the true point of beginning for this description; thence
Continuing $N34^{\circ}58'52"$ E, 30.51 feet; thence

Leaving the said Northwesternly boundary line, s $5^{\circ}05'15"W$, 17.51 feet; thence
S $64^{\circ}37'59"$ W, 17.64 feet to the point of Beginning.

REVOCABLE TRUST AGREEMENT OF

ROBERT CECIL FARR, JR

AND

TERESA ANN HOLLADAY FARR

DATED NOVEMBER 26, 2013

THIS AGREEMENT made this 26th day of November, 2013 by and between ROBERT CECIL FARR, JR and TERESA ANN HOLLADAY FARR, husband and wife, of Coeur d'Alene, Idaho hereinafter referred to as the Grantors, and ROBERT CECIL FARR, JR and TERESA ANN HOLLADAY FARR hereinafter referred to as the ``Trustee'' and each singly as a ``Co-Trustee''.

WITNESSETH

The Grantors and each of them hereby transfer to the Trustee the property listed in the attached schedule and are causing the trustee to be designated as beneficiary of the life insurance policies described therein. The character of the property and insurance policies is as follows:

Schedule A is the community property of the grantors.

Schedule B is the separate property of grantor ROBERT CECIL FARR, JR.

Schedule C is the separate property of grantor TERESA ANN HOLLADAY FARR.

That property, the proceeds of those policies, all additional property received by the Trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts.


_____

management and protection of the trust.

Section 9: A trustee (other than a grantor) in its discretion may terminate and distribute any trust hereunder if the trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. Any trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 21 years after the death of the last to die of the grantors and the beneficiaries in being at the death of the deceased grantor. Distribution under this section shall be made to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Section 10. Any trustee may resign at any time by written notice to the grantors during their joint lifetime and thereafter to each beneficiary then entitled to receive or have the benefit of the income from the trust. In case of the death, resignation, refusal or inability to act or incapacity of either initial Co-Trustee, the remaining one of them shall act as sole Trustee. In case of the death, resignation, refusal or inability to act or incapacity of both ROBERT CECIL FARR, JR and TERESA ANN HOLLADAY FARR, then WASHINGTON TRUST BANK (or any successor to it in interest) shall serve as Successor Trustee.

In case of the resignation, refusal or inability to act of all the above Trustees, then the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust shall appoint a successor trustee. Separate trusts under this agreement may have the same or different trustees.

Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the grantors during their joint lifetime and thereafter with the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the

the contents of any passage thereof requires otherwise:

(A) TRUSTEES.

The term "TRUSTEES" refers to the single, multiple and successor Trustees who at any time may be appointed and acting in a fiduciary capacity under the terms of this Agreement.

(B) GENDER.

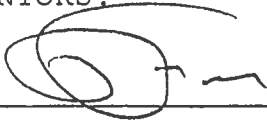
Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine.

(C) SINGULAR AND PLURAL.

Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

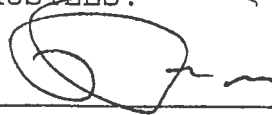
IN WITNESS WHEREOF, ROBERT CECIL FARR, JR and TERESA ANN HOLLADAY FARR, husband and wife, have executed this Instrument as Grantor, and ROBERT CECIL FARR, JR and TERESA ANN HOLLADAY FARR have executed this Instrument as Trustees, to evidence their acceptance of the Trust.

GRANTORS:



ROBERT CECIL FARR, JR

TRUSTEES:



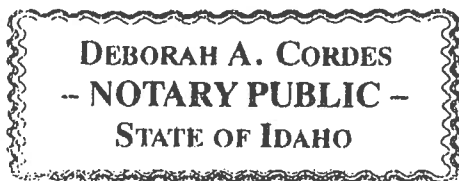
ROBERT CECIL FARR, JR


TERESA ANN HOLLADAY FARR
TERESA ANN HOLLADAY FARR

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 26 day of November, 2013, before me, DEBORAH A. CORDES, a notary public in and for said state, personally appeared **TERESA ANN HOLLADAY FARR** a Grantor and a Trustee of this trust agreement, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same as a Grantor and as a Trustee.

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



Deborah A. Cordes
Notary Public in and for Idaho
Residing at Coeur d'Alene
Commission Expires: 1/15/2016