



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 26, 2014

JACK RIGGS
SANDRA PATANO
801 S 11 ST
COEUR D ALENE ID 83814

SUBJECT: Ownership Change on Notice of Claim Number 95-13340

Dear Mr. Riggs or Ms. Patano:

We have received your change of ownership request on the above numbered claim. Enclosed is a copy of the claim showing such change; for your records. Also, this information can be accessed on our website at www.idwr.idaho.gov.

Please feel free to contact me at the above number if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Linda Werner". The signature is written in a cursive, flowing style.

Linda A. Werner
Water Resource Agent, Sr.

Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

OCT 06 2014

IDWR / NOR

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?
95-13340	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: KEVIN FOGARTY
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JACK T. RIGGS - SANDRA E. PATANO
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 801 S. 11TH ST. COEUR D'ALENE ID 83814
Mailing address City State ZIP
- 208-818-1763 jaxworx@bigplanet.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: 03/08/2011
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] Title, if applicable _____ Date 10/1/14

Signature: [Signature] Title, if applicable _____ Date 10/1/14

For IDWR Office Use Only:

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

Approved by LW Processed by LW Date 11-26-2014



Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d'Alene, Idaho

Order No. 138943

CLIFFORD T. HAYES 6P I 2305289000
KOOTENAI CO. RECORDER Page 1 of 6
AAA Date 03/08/2011 Time 09:59:54
REC-REQ OF PIONEER TITLE
RECORDING FEE: 25.00
2305289000 DD 2

WARRANTY DEED

For Value Received

Timothy F. Barone, an unmarried man and *The Fogarty Family Trust dated October 5, 2001
*Kevin M. Fogarty and Sandy F. Fogarty, trustees of

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Jack T. Riggs, a single man and Sandra E. Patano, a single woman

hereinafter referred to as Grantee, whose current address is

801 S 11th Street, Coeur d'Alene, ID 83814

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This document may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document

Buyer and Seller hereby acknowledge that the reserve account for tax and insurance reserves held by the underlying Lender has not been assigned through this closing, and that the Seller shall retain all right, title and interest to said reserve funds. Provisions for reimbursement for tax and insurance expenditures have been made through the long term escrow collection account generated from this closing.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 3, 2011

Timothy F. Barone

By: Kevin M. Fogarty, Trustee
Kevin M. Fogarty, Trustee

By: Sandy F. Fogarty, Trustee
Sandy F. Fogarty, Trustee

STATE OF _____

SS.

COUNTY OF _____

On this _____ day of March, in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Timothy F. Barone known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary name _____
Notary Public of _____
Residing at _____
Commission expires: _____

STATE OF California

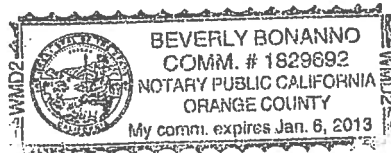
SS.

COUNTY OF Orange

On this 3rd day of March in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Kevin M Fogarty and Sandy F. Fogarty as Trustee(s) of The Fogarty Family Trust dated October 5, 2001, to me know to be the individual(s) described in and who executed the within and foregoing instrument as said trustee(s), and acknowledged that he/she/they signed the same as trustee(s) of said trust and as his/her/their free and voluntary act and deed for said trust, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of March 2011.

Beverly Bonanno
Notary name Beverly Bonanno
Notary Public of California
Residing at 27068 La Paz Rd. Aliso Viejo, CA 92656
Commission expires: Jan 6, 2013





Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 138943

WARRANTY DEED

For Value Received

Timothy F. Barone, an unmarried man and ^{*}The Fogarty Family Trust dated October 5, 2001

^{*}Kevin M. Fogarty and Sandy F. Fogarty, trustees of

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Jack T. Riggs, a single man and Sandra E. Patano, a single woman

hereinafter referred to as Grantee, whose current address is

801 S 11th Street, Coeur d'Alene, ID 83814

the following described premises, to-wit:

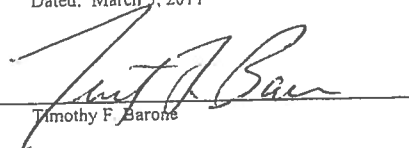
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

This document may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document

Buyer and Seller hereby acknowledge that the reserve account for tax and insurance reserves held by the underlying lender has not been assigned through this closing, and that the Seller shall retain all right, title and interest to said reserve funds. Provisions for reimbursement for tax and insurance expenditures have been made through the long term escrow collection account generated from this closing.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 3, 2011



Timothy F. Barone

By: _____
Kevin M. Fogarty, Trustee

By: _____
Sandy F. Fogarty, Trustee

STATE OF CA

COUNTY OF Los Angeles SS.

On this 3 day of March, in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Timothy F. Barone known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Sara L. Dietz
Notary name
Notary Public of Los Angeles
Residing at 3500 N. Sepulveda Blvd., Manhattan Beach CA. 90266
Commission expires: 1-19-2015

STATE OF _____

COUNTY OF _____ SS.

On this _____ day of March in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Kevin M Fogarty and Sandy F. Fogarty as Trustee(s) of The Fogarty Family Trust dated October 5, 2001, to me know to be the individual(s) described in and who executed the within and foregoing instrument as said trustee(s), and acknowledged that he/she/they signed the same as trustee(s) of said trust and as his/her/their free and voluntary act and deed for said trust, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of March 2011.

Notary name
Notary Public of _____
Residing at _____
Commission expires: _____

EXHIBIT A

Parcel I

A portion of Government Lot 2, Section 7, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, being a portion of that tract described in the Memorandum of Agreement, Exhibit "A" Parcel 1, (Instrument No. 873866, Book 113, Page 95, Records of Kootenai County); more particularly described as follows:

COMMENCING at a point on the shore of Lake Coeur d'Alene and on the East line of Lot 37, PANORAMA VIEW HOMES, said point being North 200.0 feet from an angle point on the Easterly line of Lot 37; thence

Along the shore of Lake Coeur d'Alene and Echo Bay as follows:

North 74°31'00" East, 270.22 feet; thence

South 85°10'00" East, 48.10 feet; thence

South 74°28'00" East, 629.75 feet; thence

North 79°41'00" East, 58.10 feet; thence

South 77°48'00" East, 285.70 feet; thence

North 81°10'00" East, 86.98 feet; thence

South 57°40'00" East, 46.15 feet to the POINT OF BEGINNING; thence

Continuing along the shore South 57°34'22" East, (of record as South 57°40' East), 75.00 feet to a one-half inch diameter iron rod at the most Northerly corner of Parcel C shown on a survey in Book 12 of Surveys, Page 48 (records of Kootenai County); thence

Leaving the shore South 40°32'38" West, 212.88 feet (of record as South 40°27' West, 212.65 feet) along the Northwesterly line of said Parcel C being also the Southeasterly line of said Parcel 1 defined in said Memorandum of Contract, to an iron rod, ¾ inch diameter at the Southeast corner of said Parcel 1; thence

South 80°51'38" West (of record as South 80°46' West) 55.00 feet along the Southerly line of Parcel 1; thence

North 31°32'53" East, 247.27 feet to the POINT OF BEGINNING.

Parcel II

An Easement for Ingress and Egress over and upon a portion of that tract described in the Memorandum of Agreement, Exhibit A, Parcel I, Instrument No. 873866, Book 113 at Page 95, designated Tax Number 8193, being a portion of Government Lot 2, Section 7, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, said easement being for a single lane driveway described as follows;

Commencing at a point on the Southeasterly line of said Tax Number 8193, said point being an iron rod, ¾ inch diameter, from which the Northeasterly corner of said tract bears North 40°32'38" East, 212.88 feet as shown in Book 12 of Surveys at Page 48;

Thence along the centerline of the easement as follows;

North 64°12'35" East, 22.88 feet;

Thence North 56°48'49" East, 24.05 feet;

Thence North 57°58'04" East, 39.76 feet;

Thence North 56°15'23" East, 49.36 feet;

Thence North 47°02'02" East, 27.50 feet;

Thence North 58°31'02" East, 27.18 feet;

Thence North 75° 40'40" East, 24.22 feet to the POINT OF TERMINUS, from which the Northeast corner of Tax Number 8193 bears South 89°45'50" East, 87.78 feet.