

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-728	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gerald Anderson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): SJP Revocable Living Trust (Susan J. Partyka)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 9874 W. Twin Lakes Road Rathdrum ID 83858
Mailing address City State ZIP
- (480) 390-1886 Suzypoo2000@yahoo.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: 10/15/14

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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. *"Active"*

- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.

- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable: _____ Date: 9/7/14
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by cmority Date 9-13-16

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State of Idaho
Department of Water Resources
Adjudication Recommendation
95-728

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.035 0.07 0.14 Miles



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AFTER RECORDING MAIL TO:

SJP Revocable Living Trust
9874 W Twin Lakes Road
Rathdrum, ID 83858

495055

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,
Federal Home Loan Mortgage Corporation, 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 Texas , grantor, does hereby Grant, Bargain, Sell and Convey unto

SJP Revocable Living Trust

whose address is: **9874 W Twin Lakes Road, Rathdrum, ID 83858**
grantee, the following described real estate, to-wit:

LEGAL DESCRIPTION: Real property in the County of Kootenai, State of Idaho, described as follows:

LOT 13, BLOCK B, FIRST ADDITION TO LAKE PARK, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 103, RECORDS OF KOOTENAI COUNTY, IDAHO.

EXCEPT THE NORTH 100 FEET THEREOF CONVEYED BY FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI, BY WARRANTY DEED DATED MAY 23, 1966 AND RECORDED MAY 24, 1966 AS INSTRUMENT NO. 497115, RECORDS OF KOOTENAI COUNTY, IDAHO.

APN: 0456000B013B

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.

APN: R0456000B013B

Corporate Deed-Special
- continued

File No.: 4106-2214635 (467)
Date: 09/26/2014

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IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its JP this 29 day of **September, 2014.**

Federal Home Loan Mortgage Corporation

By: National Default REO Services, a
Delaware Limited Liability Company
dba First American Asset Closing
Services ("FAACS"), as attorney in fact
and/or agent

Authorized Signor of National Default REO Services, a
Delaware Limited Liability Company dba First American
Asset Closing Services ("FAACS"), as Attorney in
fact and/or agent

By: Authorized Signature

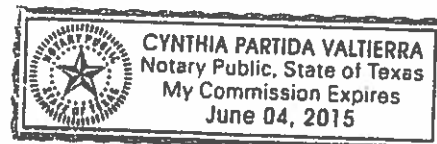
Jamey Davis

STATE OF Texas)
COUNTY OF Dallas)

On this 29 day of **September, 2014**, before me, a Notary Public in and for said State, personally appeared Jamey Davis, known or identified to me to be the **authorized signature for National Default REO Services, a Delaware Limited Liability Company dba First American Asset Closing Services ("FAACS")**, of the Corporation, which has the Power of Attorney to sign on behalf of **Federal Home Loan Mortgage Corporation** and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cynthia Partida Valtierra
Notary Public for the State of Texas
Residing at: Dallas, TX
My Commission Expires: 6/4/15



F44 Document

To show I am
the sole trustee
of the SJP Trust
which purchased
the house.

Thank
you

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Suzen
Patterson

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**CERTIFICATE OF
TRUST EXISTENCE AND AUTHORITY
THE SJP LIVING TRUST**

EFFECTIVE DATE
OF TRUST:

Dated September 17, 2002

TRUSTOR:

SUSAN J. PARTYKA

TRUSTEE:

SUSAN J. PARTYKA

The undersigned hereby certify that the following provisions are found in that certain trust agreement described above and may be relied upon as a full statement of the matters covered by such provisions:

1. **Creation of Trust.** The Trustor has transferred and will transfer certain property to the trust; any person may add property to the trust at any time. All property held in the name of the Trustee shall be subject to the terms of the trust.

2. **Revocability.** The Trustor has reserved the right to revoke or amend the trust at any time during her lifetime without the consent of the Trustee or any beneficiary. No other person shall have any right to revoke or amend the Trust.

3. **Trustees.** If the Trustor ceases to act as Trustee for any reason, the following in order of priority shall serve as Successor Trustee of all Trusts created herein:

- a. NANCY PARTYKA
- b. HENRY I. NEUMAN
- c. MELANIE LICARI

4. **Trustee Administrative Powers -** With respect to each trust created by the Trust Agreement, and the property of each trust, the Trustee shall have all powers given it by law and all powers which may be exercised by individuals owning similar property in their own right.

5. **Exculpatory.** No person paying money or delivering any property to the Trustee need see to its application. Until the Trustee shall receive written notice of any birth, marriage, death or any other event upon which the right to payments from this Trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event. The Trustee shall not be liable for any loss or depreciation provided that it has acted in good faith, nor shall the Trustee be liable for any error of judgment except for its own willful misconduct.

6. **Spendthrift Provision.** The Trustee is not to recognize any transfer, mortgage, pledge, hypothecation, assignment or order of a beneficiary which anticipates the payment of any part of the income or principal of the trust estate. The income and principal of the trust estate shall not be subject to attachment, garnishment, creditor's bill or execution to satisfy any debt,

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obligation or tort of any beneficiary, nor shall any part of the trust estate pass to a trustee or receiver in any bankruptcy or insolvency proceeding initiated by or against any beneficiary.

7. **Bond.** No Trustee shall be required to give bond or surety or to be appointed by or account to any court for the administration of any trust created hereunder.

8. **Certified Copy of Trust May Be Substituted For Original.** To the same effect as if it were the original, any person may rely upon a copy of this trust certified by either Trustor, an attorney or a Notary Public to be a true copy of the original trust or any portion thereof. In addition, any person may rely upon any statement of fact certified by anyone who appears from the original document and a duly signed original Schedule A or a certified copy thereof to be the then acting Trustee. Any person or institution refusing to accept this document in place of the original trust is liable for damages if the court determines that person did not act in good faith.

DATED this 2ND day of June, 2011.

TRUSTOR:

S J Partyka
SUSAN J. PARTYKA

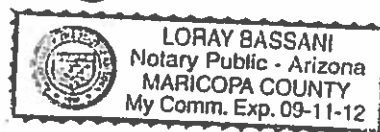
TRUSTEE:

S J Partyka
SUSAN J. PARTYKA

STATE OF ARIZONA)
 : ss.
County of Maricopa)

June The foregoing instrument was acknowledged before me this 2ND day of June 2011, by SUSAN J. PARTYKA, Trustor and Trustee.

Loray Bassani
Notary Public





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 13, 2016

COPY

SJP Revocable Living Trust
9874 W Twin Lakes Rd
Rathdrum ID 83858

Re: 95-728 – Notice of Change in Water Right Ownership

Dear Property Owner:

This letter will confirm that your ownership change has been received and processed by this office. A Preliminary Recommendation is enclosed for your files.

If you have any questions regarding this matter, please contact our office.

Sincerely,

Carolyn Monitz
Technical Records Clerk
IDWR
Northern Region

CM

Encl