

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-15015	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: William D & Janis L. Young
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Teresa J. & Thomas P. Capone
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or

819 E. St. Maries Ave Cda Id 83814
Mailing address City State ZIP

208 765-4859 teresa@Caponespub.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: May 27, 2016

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: Teresa J. Capone 12-18-17
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 12-18-17
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

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

File No. 87595TW

WARRANTY DEED

Read & Approved by:

Read & Approved by:

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For Value Received

William D. Young and Janis L. Young, husband and wife

The Grantor, does hereby grant, bargain, sell and convey unto

#280 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho Limited Liability Company

Address: 1414 W. Bannock, Boise, ID 83702,

The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

Lot 14, FIRST ADDITION TO DRIFTWOOD POINT, according to the plat recorded in the office of the County Recorder in Book D of Plats at page 104, records of Kootenai County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 25, 2016

William D. Young

Janis L. Young

STATE OF Idaho

COUNTY OF Kootenai

On this _____ day of May, 2016, before me, Twila G. Willcut, a Notary Public in and for said State, personally appeared William D. Young and Janis L. Young, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at Dalton Gardens
My Commission Expires: 11/28/18



The undersigned Buyer and Seller have read and hereby acknowledge the escrow instructions contained herein, and hereby authorize and instruct Escrow Holder to proceed with closing this transaction in accordance with said instructions.

SELLERS:

William D. Young

Janis L. Young

Dated: _____

BUYERS:

#280 Pioneer Exchange Accommodation
Titleholder, LLC

By: Pioneer 1031 Company, Sole Member

By: _____

Its: _____

Dated: _____

READ AND APPROVED:

Thomas Capone

Teresa Capone

Dated: _____

ACCEPTED AND ACKNOWLEDGED:

Kootenai County Title Company

By: _____
Twila G. Willcut, Escrow Officer

JIM BRANNON 2 P 2579116000
KOOTENAI COUNTY RECORDER
JAJ 1/13/2017 9:49 AM
REQ OF KOOTENAI COUNTY TITLE
COMPANY
RECORDING FEE: \$13.00 DD
Electronically Recorded

Recording Requested By and
When Recorded Return to:

THOMAS CAPONE
819 E. St. Maries Ave.
Coeur D'Alene, ID. 83814

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

87595TW

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 9th day of January, 2017, between #280 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and THOMAS CAPONE AND TERESA CAPONE, HUSBAND AND WIFE ("Grantee"), whose legal address is: 819 E. St. Maries Ave., Coeur D'Alene, ID. 83814.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Kootenai, State of Idaho, more particularly described as follows:

Lot 14, First Addition to Driftwood Point, according to the plat recorded in the office of the County recorder in Book D of Plats at page 104, records of Kootenai County, Idaho

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

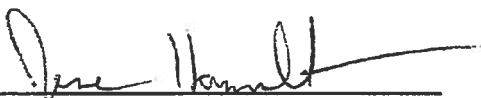
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of May 27, 2016.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#280 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: 
Its: Senior Vice President

STATE OF IDAHO

)

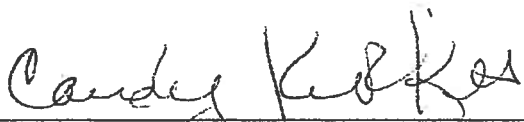
COUNTY OF ADA

) ss.

)

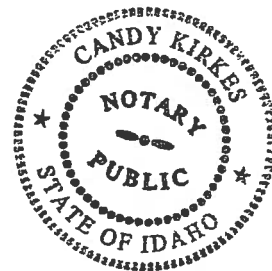
On this 10th day of January ²⁰¹⁷~~2016~~, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Senior Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #280 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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



Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/1/2019

(NOTARIAL SEAL)



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property. The Company assumes NO LIABILITY for any matter related to this sketch.

