

August 9, 2018

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763

RE: Coeur d'Alene-Spokane River Basin Adjudication (CSRBA) Water Right No. 95-11002

To whom it may concern,

Enclosed please find the completed Notice of Change in Water Right Ownership along with supporting documentation showing our ownership.

Please note that the description of the property you currently have on file has the incorrect Lot No. The correct Lot No. is 10, not 11. Can you please make this correction on the Water Right. The supporting documentation I have included (warranty deed, plat map, assessment information) all show that Lot 10 is the correct Lot No. in correspondence with Parcel No. 0458000C0100 at 24275 N. Fish Lake Rd, Rathdrum, ID where the water right is located.

If you have questions or need further documentation, please call or email at the below listed number or address.

With kind regards,

A handwritten signature in black ink, appearing to read 'Patricia J. Green DeBoer', written in a cursive style.

Patricia J. Green DeBoer

51285 Upland View St.
Canton, MI 48188

208-964-02814
pjgreendeboer@aol.com

RECEIVED**AUG 10 2018**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Change in Water Right Ownership****1. IDWR/NORTHERN**

- 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?
95-11002	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. **Previous Owner's Name:** William J. Carr and Anne J. Carr
Name of current water right holder/claimant
3. **New Owner(s)/Claimant(s):** John M. DeBoer and Patricia J. Green DeBoer
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 51285 Upland View St Canton MI 48188
Mailing address City State ZIP
- 208-964-2814 pjgreendeboer@aol.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:** 08-14-2009
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:** Patricia J. Green DeBoer 05-21-2018
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
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 _____

02/09/2018

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-11002

NAME AND ADDRESS: WILLIAM J CARR
24275 N FISH LAKE RD
RATHDRUM ID 83858

ANNE J CARR
24275 N FISH LAKE RD
RATHDRUM ID 83858

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/21/1949

POINT OF DIVERSION:
T53N R05W S36 SESE Lot 1 Within KOOTENAI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	03/15 10/15	0.020 CFS
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC in KOOTENAI County
T53N R05W S36 Lot 1 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Property is also known as Lot 11, Block C, Lake Park 2nd Addition.

Parcel No. 0458000C0100.

Please correct
to read Lot 10

Thank
you.

5/22/2018

Kootenai County, Idaho

Kootenai County, Idaho

generated on 5/22/2018 2:00:33 PM CDI

Parcel

Parcel Number
0458000C0100

AIN
102556

Situs Address
24275 N FISH LAKE RD, RATHDRUM

Data as of
5/21/2018

Owner Information

Owner Name
Owner Address
Transfer Date
Document #
Deed Book/Page

DEBOER JOHN M GREEN DEBOER PATRICIA J
51285 UPLAD VIEW ST
CANTON MI 48188
01/01/2009

Lot 10
not 11

Location / Description

Current Legal Desc.
LAKE PARK 2ND ADD, LT 10 BLK C Section 36
Township 53N Range 05W

Tax Authority Group 112000
Situs Address 24275 N FISH LAKE RD, RATHDRUM
Acreage .1530

Parcel Type

537- Imp res rural sub
1504 UPPER TWIN WITH ACCESS

Assessment Information

Appraisal Date	05-09-2018	Current Year	2018	Prior Year	2017
Market Value Land	\$253,500	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$107,170	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$360,670	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0

Acreage 0.1530 **Total Market Value** \$360,670 **Total Market Value** \$332,295

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

DANIEL J. ENGLISH 2P I 2227687000
KOOTENAI CO. RECORDER Page 1 of 2
BBB Date 08/14/2009 Time 15:39:18
REC-REQ OF FIRST AMERICAN TITLE COM
RECORDING FEE: 6.00
2227687000 DD

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **308791-C (nc)**

Date: **August 06, 2009**

For Value Received, **William J. Carr and Anne J. Carr, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John M. DeBoer and Patricia J. Green DeBoer, husband and wife**, hereinafter called the Grantee, whose current address is **1331 E. Margaret Avenue, Coeur d' Alene, ID 83815**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

LOT 10, BLOCK C, SECOND ADDITION TO LAKE PARK, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 08/06/2009

Warranty Deed
- continued

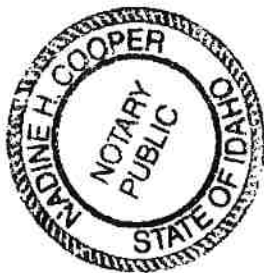
File No.: 308791-C (nc)

William J. Carr
William J. Carr

Anne J. Carr
Anne J. Carr

STATE OF Idaho)
SS.
COUNTY OF Kootenai)

On this 13 day of August, 2009, before me, a Notary Public in and for said State, personally appeared **William J. Carr and Anne J. Carr**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Nadine H. Cooper
Notary Public for the State of Idaho
Residing at: Athol, ID
My Commission Expires: 11-04-2011

DANIEL J. ENGLISH 16P I 2227689000
KOOTENAI CO. RECORDER Page 1 of 18
BBB Date 08/14/2009 Time 15:39:18
REC-REQ OF FIRST AMERICAN TITLE CO
RECORDING FEE: 48.00
2227689000 RD 10

After Recording Return To:
MOUNTAIN WEST BANK
PO BOX 1059
COEUR D'ALENE, ID 83816-1059

308791

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1002718-5679013143-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **August 13, 2009**, together with all Riders to this document.

(B) "Borrower" is **JOHN M DEBOER and PATRICIA J GREEN DEBOER, HUSBAND AND WIFE**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **MOUNTAIN WEST BANK**

Lender is a **Corporation**

the laws of **IDAHO**

PO BOX 1059, COEUR D'ALENE, ID 83816-1059

organized and existing under
Lender's address is

(D) "Trustee" is **FIRST AMERICAN TITLE COMPANY OF IDAHO**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS

IDAHO—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013 1/01 (rev. 7/08)

IDAHO-MERS
ITEM 0848L1 (052009)
08030000037852

GrantDocs®
(Page 1 of 13)
0181773260

is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **August 13, 2009**. The Note states that Borrower owes Lender **Three Hundred Forty Thousand and no/100**

Dollars (U.S. \$ **340,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2039**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☒ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ VA Rider |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and

restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** of **Kootenai** [Type of Recording Jurisdiction]
[Name of Recording Jurisdiction]

LOT 10, BLOCK C, SECOND ADDITION TO LAKE PARK, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO.

which currently has the address of

24275 N FISH LAKE RD
[Street]

RATHDRUM
[City]

, Idaho

83858
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

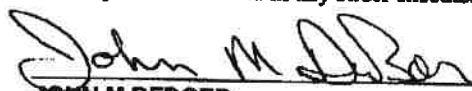
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 13 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



JOHN M DEBOER (Seal)
-Borrower



PATRICIA J GREEN DEBOER (Seal)
-Borrower

by Patricia J Green DeBoer
Atty in fact

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of Idaho *Kootenai*

County ss:

On this *13* day of *August*, in the year of *2009*, before me,
Nadine H. Cooper, Notary Public, personally appeared
JOHN M DEBOER, PATRICIA J GREEN DEBOER

known or identified to me (or proved to me on the oath of
to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that he/she/they executed
the same.



Nadine H. Cooper
Nadine H. Cooper Notary Public

My commission expires: *11-04-2011*

ACKNOWLEDGEMENT/ATTORNEY-IN-FACT

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this **13th day of August, 2009**, before me, a Notary Public in and for said State, personally appeared **Patricia J. Green DeBoer**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **John M. DeBoer**, and acknowledged to me that she subscribed the name of **John M. DeBoer** thereto as principal, and her own name as attorney in fact.



Nadine H. Cooper

Notary Public of Idaho

Residing at: Athol, ID

Commission Expires: 11-04-2011