

RECEIVED**JAN 06 2020**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**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. 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?
95-00865	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name:

MAURKEEN C. DEVITIS / Nicholas J DEVITIS
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

MAUREEN C. HOGAN
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ or ☐ and/orPO Box 1386
Mailing addressKathdrum
CityID
State83858
ZIP*425-503-2307 / 208 687-3331
Telephonemcddevitis@hotmail.com
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:
- 4/17/2018

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.
- ☐ 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:

Maureen C. Hogan
Signature of new owner/claimant

Title, if applicable

1/2/2020
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:Received by JenDate 1-6-2020Receipt No. N035857Receipt Amt. 2500Active 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 NS

Date

1-7-20

JIM BRANNON 3 P 2642328000
KOOTENAI COUNTY RECORDER
PRP Date 05/07/2018 4:04 PM
REQ OF THOMAS G. HAMERLINCK
RECORDING FEE: \$15.00 DD



AFTER RECORDING RETURN TO:

Thomas G. Hamerlinck P.S.
10900 NE Fourth Street, Suite 2300
Bellevue, WA 98004

DOCUMENT TITLE: QUIT CLAIM DEED

GRANTOR: NICHOLAS J. DE VITIS
217 209th Place SE
SAMMAMISH, WA 98074

GRANTEE: MAUREEN C. DE VITIS
22589 N. COVEY LANE
RATHDRUM, ID 83858

KOOTENAI COUNTY PROPERTY TAX PARCEL ACCOUNT NUMBER:

52N04W080800

WHEN RECORDED RETURN TO:

Thomas G. Hamerlinck PS
10900 NE Fourth Street, Suite 2300
Bellevue, WA 98004

QUIT CLAIM DEED

THE GRANTOR, NICHOLAS J. DE VITIS, for and in consideration of Decree of Dissolution entered in King County, Washington under **King County Superior Court Cause No. 17-3-01695-4 SEA**, conveys and quit claims to **GRANTEE, MAUREEN C. DE VITIS**, who resides at **22589 N. COVEY LANE, RATHDRUM, IDAHO 83858**, as her separate property, the following described real estate, situated in the County of Kootenai, State of Idaho, together with all after acquired title of the grantor therein:

Real property located at: 22589 N. COVEY LANE
RATHDRUM, ID 83858

Tax Account No. 52N04W080800

Full Legal Description: See Exhibit A attached hereto.

DATE: 04/17/18

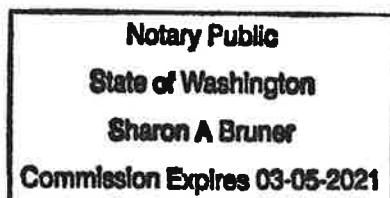

NICHOLAS J. DE VITIS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me NICHOLAS J. DE VITIS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of April, 2018.

(Seal or stamp)



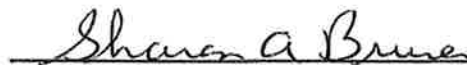

Notary Signature
Sharon A. Bruner
Print/Type Name
Notary Public in and for the State of
Washington, residing at Monroe
My appointment expires 03-05-2021

EXHIBIT "A"

A portion of Government Lot 1, Section 8, Township 52 North, Range 4 W.B.M.,

~~BEGINNING~~ at a point on the Easterly highwater-line of Twin Lakes; 198 feet South of and measured perpendicular to the North line of said Section 8; thence

East along a line parallel with the North line of said Section 8 a distance of 109.61 feet; thence

North $9^{\circ}06'$ West a distance of 155.00 feet; thence

South $61^{\circ}12'$ West a distance of 135.00 feet to a point on the high water line of Twin Lakes; thence

South $20^{\circ}18'$ East along said high water line to the POINT OF BEGINNING.

**CERTIFIED
COPY****FILED**

18 APR 27 AM 10:57

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 17-3-01695-4 SEA**IN THE SUPERIOR COURT OF WASHINGTON
FOR THE COUNTY OF KING**

In re the Marriage of:

No. 17-3-01695-4 SEA

MAUREEN C. DE VITIS,

Petitioner,

Final Divorce Order (Dissolution Decree) (DCD)

and

Clerk's action required: 2, 16

NICHOLAS J. DE VITIS,

Respondent.

Final Divorce Order**1. Money Judgment Summary**

No money judgment is ordered.

2. Summary of Real Property Judgment

Summarize any real property judgment from section 7 in the table below.

Grantor's name	Grantee's name	Real Property
		Assessor's tax parcel number
Nicholas J. De Vitis	Maureen C. De Vitis	Kootenai County (Idaho) #52N04W080800
Nicholas J. De Vitis	Maureen C. De Vitis	King County #6641150030
Maureen C. De Vitis	Nicholas J. De Vitis	King County #5581400140
Petitioner's Lawyer: Thomas G. Hamerlinck		
Respondent's Lawyer: Jennifer J. Payseno		

**FL Divorce 241 - Final Divorce/Legal Separation/
Valid/Invalid Marriage Order**
RCW 26.09.030; .040; .070(3) - Mandatory Form (05/2016)
Page 1 of 4
1383

Law Offices of
THOMAS G. HAMERLINCK P.S.
10900 NE 4th St.
Suite 2300
Bellevue, WA 98004
(425) 990-1075

1 The court has made Findings and Conclusions in this case and now Orders:

2 **3. Marriage**

3 This marriage is dissolved. The Petitioner and Respondent are divorced.

4 **4. Name Changes**

5 The Petitioner's name is changed to Maureen Carol Hogan.

6 **5. Separation Contract**

7 The spouses must comply with the terms of the separation contract entered into as of
8 2/26/18 (the "Separation Contract). The Separation Contract is not filed with the court
and is incorporated herein by reference. (RCW 26.09.070(5))

9 **6. Money Judgment (summarized in section 1 above)**

10 None.

11 **7. Real Property (summarized in section 2 above)**

12 The real property is divided according to the separation contract described in 5 above.

13 The spouse giving up ownership must sign a Quit Claim Deed and Real Estate
14 Excise Tax Affidavit to transfer the real property to the other spouse within the
time limits set forth in the Separation Contract described in 5 above.

15 **8. Petitioner's Personal Property**

16 The personal property listed as Petitioner's in the Separation Contract described in 5
17 above is awarded to Petitioner as her separate property.

18 **9. Respondent's Personal Property**

19 The personal property listed as Respondent's in the Separation Contract described in 5
above is awarded to Respondent as his separate property.

20 **10. Petitioner's Liabilities**

21 The Petitioner must pay all liabilities as required by the Separation Contract described in
22 5 above.

1 **11. Respondent's Liabilities**

2 The Respondent must pay all liabilities as required by the Separation Contract described
3 in 5 above.

4 **12. Debt Collection (hold harmless)**

5 If one spouse fails to pay a liability as provided in the Separation Contract and the
6 creditor tries to collect the debt from the other spouse, the spouse who was ordered to
7 pay the liability must hold the other spouse harmless from any collection action relating
8 to the liability. This includes reimbursing the other spouse for any of the liability the
9 other spouse paid and for attorney fees or costs incurred by the other spouse defending
10 against the collection action.

11 **13. Spousal Support (maintenance/alimony)**

12 Spousal support must be paid as required by the Separation Contract described in 5
13 above.

14 **14. Fees and Costs (Summarize any money judgment in section 1 above.)**

15 Fees and costs must be paid as required by the Separation Contract described in 5
16 above.

17 **15. Protection Order**

18 No one requested an Order for Protection.

19 **16. Restraining Order**

20 No one requested a Restraining Order. All restraints included in the April 19, 2017,
21 Temporary Family Law Order are hereby terminated. Clerk's Action: The clerk shall
22 remove from the law enforcement information system the restraints included in the
23 04/19/17 Temporary Family Law Order, if applicable.

17. Children

This court has jurisdiction over the children Michael C. De Vitis and Julia Q. De Vitis for
purposes of addressing post-secondary educational support only, as explained in the
Findings and Conclusions for this case.

Note – The court does not forward this order to Vital Statistics. To amend the birth certificate, a party must provide a certified copy of this order and the Findings and Conclusions and pay a filing fee to the State Registrar of Vital Statistics (360-236-4347). You may order a copy of the amended birth certificate for an additional fee.

18. Parenting Plan

There are no minor dependent children of this marriage.

19. Child Support

Court Order – The court signed the final Child Support Order and Worksheets filed separately today or on _____. Tax exemptions and post-secondary educational support (college or vocational school) are covered in the Child Support Order.

ORDERED.


DATE: _____

JUDGE / COURT COMMISSIONER

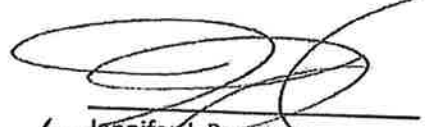
Presented by:

THOMAS G. HAMERLINCK P.S.

Approved for Entry;
Notice of Presentation Waived:
MCKINLEY IRVIN PLLC



Thomas G. Hamerlinck
WSBA No. 11841
Attorney for Petitioner



Jennifer J. Paysano
WSBA No. 22153
Attorney for Respondent

King County Superior Court
Judicial Electronic Signature Page

Case Number: 17-3-01695-4
Case Title: DEVITIS VS DEVITIS

Document Title: Order

Signed by: Julia Garratt
Date: 4/27/2018 10:57:22 AM



Judge/Commissioner: Julia Garratt

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 73E4EDB02B833CB13E2BE90DDA9A35D3969C76DA

Certificate effective date: 9/6/2013 3:33:55 PM

Certificate expiry date: 9/6/2018 3:33:55 PM

Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Julia
Garratt: AN4lhXr44hGIFD84YYhwmw=="



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 07, 2020

MAUREEN C HOGAN
PO BOX 1386
RATHDRUM ID 83858-1386

Re: Change in Ownership for Water Right No(s): 95-865

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2800.

Sincerely,


Natalie Steading
Tech Records Specialist

Enclosure(s)