

RECEIVED

OCT 11 2019

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?
85-15436	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: Robbi Falls
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

33698 Slickpoo Road Culdesac VA 83524
Mailing address City State ZIP

(208) 925-0026; (757) 739-0886 Auntie sara boo 3@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: 6/14/19

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.

- N/A ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- N/A ☐ 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: Sam E Clark Title, if applicable: 8 Oct 2019
Signature of new owner/claimant Date

Signature: Raymond Title, if applicable: 29 SEPT 2019
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by JA Date 10-11-19 Receipt No. N035681 Receipt Amt. 2500

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 NS Date 10-15-19

SCHEDULE A

Commonwealth Land Title Insurance Company
 PO Box 45023
 Jacksonville, FL 32232

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
433788	81306-46891292	June 14, 2019 2:49PM	\$549,000.00	\$1,766.00

Endorsements Nos.:

Address Reference: 33698 Slickpoo Road, Culatesac, ID 83524

Premium:

1. Name of Insured:

Sara Elizabeth Clark and Edwin Alan Clark and Ray A. Moon

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Sara Elizabeth Clark and Edwin Alan Clark, wife and husband and Ray A. Moon

4. The Land referred to in this policy is described as follows:

The Southwest Quarter of the Northeast Quarter of Section 8, Township 34 North, Range 3 West of the Boise Meridian, records of Nez Perce County, Idaho

END OF SCHEDULE A

SCHEDULE B

Order No.: 433788 Policy No.: 81306-46891292

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2019 which are a lien not yet due and payable.
8. Terms, provisions, limitations and obligations, whether express or implied, contained in an Easement.
Purpose: Ingress and egress
Recorded: July 14, 2005
Instrument No.: 719852
9. An easement for the purpose shown below and rights incidental thereto as reserved in a Warranty Deed:
Purpose: Ingress and egress
Recorded: July 14, 2005
Instrument No.: 719853
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Clearwater Power Company
Purpose: Public Utilities
Recorded: August 27, 2014
Instrument No.: 719852

11. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$484,350.00
Dated: June 14, 2019
Trustor: Sara Elizabeth Clark and Edwin Alan Clark, wife and husband and Ray A. Moon, a single person
Trustee: Alliance Title & Escrow Corp.
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Banner Bank
Recorded: June 14, 2019
Instrument #: 867349

END OF SCHEDULE B

Instrument # 867348
NEZ PERCE COUNTY, IDAHO
06-14-2019 02:49:18 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - LEWISTON OFFI
PATY WEEKS Fee: \$15.00
Ex-Officio Recorder Deputy Cindy Ocampo
Index to: WRNTY/QCD (101)
Electronically Recorded by Simplifile

WARRANTY DEED

THIS INDENTURE, Made on this 12 day of June, 2019, by and between
ROBBI D. FALLS, an unmarried person, the GRANTOR, and **SARA ELIZABETH CLARK**
AND EDWIN ALAN CLARK, wife and husband of, 33698 Slickpoo Road Culdacac ID 83524
and **RAY A. MOON**, a single person, of 33698 Slickpoo Road Culdacac ID 83524
the GRANTEES.

WITNESSETH: That

The Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS
(\$100.00), lawful money of the United States of America, and other good and valuable
considerations to her in hand paid by the said Grantees, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell,
convey, and confirm unto the said Grantees, their heirs and assigns forever, all the following
described real property, to wit:

Situate in the County of Nez Perce, State of Idaho, to wit:

The Southwest Quarter of the Northeast Quarter of Section 8, Township 34
North, Range 3 West of the Boise Meridian, records of Nez Perce County,
Idaho.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and
remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to said
property in law as well as in equity of the said Grantor.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described
premises, together with the appurtenances, unto the said Grantees and to their heirs and assigns
forever.

And the said Grantor, for herself, her heirs, executors, and administrators, does covenant,
grant, bargain and agree to and with the said Grantees, their heirs and assigns, that at the time of
the ensealing and delivery of these presents, she was well seized of the premises above conveyed
as of 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 the manner and form aforesaid, and that the same are free and clear from all other former

WARRANTY DEED -- 1

N:\ALLIANCE TITLE\Documents\Falls to Clark & Moon W.D.docx mra

Aherin, Rice & Anegon
Attorneys at Law
Lewiston, Idaho

WARRANTY DEED

THIS INDENTURE, Made on this 12 day of June, 2019, by and between **ROBBI D. FALLS**, an unmarried person, the GRANTOR, and **SARA ELIZABETH CLARK AND EDWIN ALAN CLARK**, wife and husband of, 33698 Slickpoo Road Culdisac ID 83524 and **RAY A. MOON**, a single person, of 33698 Slickpoo Road Culdisac ID 83524 the GRANTEES.

WITNESSETH: That

The Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), lawful money of the United States of America, and other good and valuable considerations to her in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantees, their heirs and assigns forever, all the following described real property, to wit:

Situate in the County of Nez Perce, State of Idaho, to wit:

The Southwest Quarter of the Northeast Quarter of Section 8, Township 34 North, Range 3 West of the Boise Meridian, records of Nez Perce County, Idaho.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to said property in law as well as in equity of the said Grantor.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said Grantees and to their heirs and assigns forever.

And the said Grantor, for herself, her heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, she was well seized of the premises above conveyed as of 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 the manner and form aforesaid, and that the same are free and clear from all other former

grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, EXCEPT real estate taxes for the year 2019, easements and covenants of record, and SUBJECT TO the following:

- a. Terms, provisions, limitations and obligations, whether express or implied, contained in an Easement for the purpose of ingress and egress, which document was recorded July 14, 2005, as Instrument No. 719852;
- b. An easement for the purpose of ingress and egress and rights incidental thereto as reserved in a Warranty Deed which was recorded July 14, 2005, as Instrument No. 719853;
- c. An easement granted to Clearwater Power Company for the purpose of public utilities, and rights incidental thereto as set forth in a document recorded August 27, 2014, as Instrument No. 719852.

And the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said Grantor hereunto sets her hand and seal the day and the year in this indenture first hereinabove written.


ROBBI D. FALLS

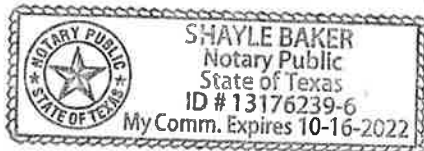
STATE OF)

: ss.

COUNTY OF)

On this 12th day of June, 2019, before me,  Shayle Baker, a notary public, personally appeared **ROBBI D. FALLS**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Shayle Baker
NOTARY PUBLIC for First Financial Bank
Residing at 745 Adams Dr, Wford, TX 76084
My commission expires on 10-16-2022

WARRANTY DEED -- 3

N:\ALLIANCE TITLE\Documents\Falls to Clark & Moon WD.docx mra

Aherin, Rice & Anegon
Attorneys at Law
Lewiston, Idaho

grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, EXCEPT real estate taxes for the year 2019, easements and covenants of record, and SUBJECT TO the following:

- a. Terms, provisions, limitations and obligations, whether express or implied, contained in an Easement for the purpose of ingress and egress, which document was recorded July 14, 2005, as Instrument No. 719852;
- b. An easement for the purpose of ingress and egress and rights incidental thereto as reserved in a Warranty Deed which was recorded July 14, 2005, as Instrument No. 719853;
- c. An easement granted to Clearwater Power Company for the purpose of public utilities, and rights incidental thereto as set forth in a document recorded August 27, 2014, as Instrument No. 719852.

And the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said Grantor hereunto sets her hand and seal the day and the year in this indenture first hereinabove written.


ROBBI D. FALLS



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

October 15, 2019

SARA ELIZABETH CLARK
EDWIN ALAN CLARK
33698 SLICKPOO RD
CULDESAC ID 83524-6072

Re: Change in Ownership for Water Right No(s): 85-15436

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 1

Enclosure(s)