

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
(FORMERLY THE EIGHTH JUDICIAL DISTRICT)
OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF KOOTENAI

AVONDALE IRRIGATION DISTRICT, ET AL)

- VS -)

NORTH IDAHO PROPERTIES, INC., ET AL)

PROPOSED FINDINGS
OF
THE SPECIAL MASTER
CIVIL CASE NOS.

22418

22419

22420

MINZEL, Irvin R. & Martha L. (continued)

Maximum rate of diversion: 0.02 c.f.s.

Type and Point of Diversion: Pump, Lot 10, 11, Blk. 1, McCauley Tract,
Govt. Lot 5, Sec. 3, T. 51 N., R. 3 W.B.M.

Place of Use: Lot 10, 11, Blk. 1, McCauley Tract, Govt. Lot 5, Sec. 3,
T. 51 N., R. 3 W.B.M.

MITCHEL, Donald H., 2448 E. Girard Pl., Spokane, Washington

State Engineer File No.: 95-0266

Priority: 9/15/09

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of Use: From 3/1 To 10/31

Quantity per Year: 0.44 acre feet

Maximum rate of diversion: 0.02 c.f.s.

Type and Point of Diversion: Pump, Lot 12, Gem Shores Sub., Govt. Lot 5,
Sec. 10, T. 51 N., R. 3 W.B.M.

Place of Use: $\frac{1}{2}$ Lot 11, Lot 12, Gem Shores Sub., Govt. Lot 5, Sec. 10,
T. 51 N., R. 3 W.B.M.

MITCHELL, Sally, Box 399, Murphys, California

State Engineer File No.: 95-0267

Priority: 1/23/08

Source: Hayden Lake

Purpose
Domestic (1 house)

Period of Use

From 1/1 To 12/31

Irrigation (1 acre)

From 4/1 To 10/31

Quantity per Year

Maximum rate of diversion

0.57 acre feet for domestic

0.02 c.f.s. for domestic

3.50 acre feet for irrigation

0.02 c.f.s. for irrigation

Total 4.07 acre feet

Total 0.04 c.f.s.

Type and Point of Diversion: Pump, Govt. Lot 2, Sec. 16, T. 51 N., R. 3 W.B.M.

Place of Use: Govt. Lot 2, Sec. 16, T. 51 N., R. 3 W.B.M.

MOLLER, Carl R., E. 537 Courtland Ave., Spokane, Washington

State Engineer File No.: 95-0268

MOLLER, Carl R. (continued)

Priority: 9/1/60

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of Use: From 4/1 To 10/31

Quantity per Year: 0.40 acre feet

Maximum rate of diversion: 0.02 c.f.s.

Type and Point of Diversion: Pump, Lot 11, Shaw Hayden Highlands, Govt. Lot 1, Sec. 21, T. 51 N., R. 3 W.B.M.

Place of Use: Lot 11, Shaws Hayden Highlands, Govt. Lot 1, Sec. 21, T. 51 N., R. 3 W.B.M.

MOORE, Marvin K. & Beth M., W. 530 - 23rd, Spokane, Washington

State Engineer File No.: 95-0269

Priority: 4/1/60

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of Use: From 1/1 To 12/31

Quantity per Year: 0.57 acre feet

Maximum rate of diversion: 0.02 c.f.s.

Type and Point of Diversion: Pump, Lot 7, Hayden Lake Park, Govt. Lot 7, Sec. 34, T. 52 N., R. 3 W.B.M.

Place of Use: East portion of Lot 7, Hayden Lake Park, Govt. Lot 7, Sec. 34, T. 52 N., R. 3 W.B.M.

MYERS, Gary A., W. 1902 Francis, Spokane, Washington

State Engineer File No.: 95-0271

Priority: 10/1/57

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of Use: From 1/1 To 12/31

Quantity per Year: 0.57 acre feet

Maximum rate of diversion: 0.02 c.f.s.

Type and Point of Diversion: Pump, Lot 7, Gem Shores, Govt. Lot 5, Sec. 10, T. 51 N., R. 3 W.B.M.

Place of Use: Lot 7, Gem Shores, Govt. Lot 5, Sec. 10, T. 51 N., R. 3 W.B.M.

PROPERTY ADDRESS: Lot 11 Block A ID#: _____5. OTHER TERMS AND/OR CONDITIONS: Septic to be pumped and checked
and septic to be in satisfactory condition6. OCCUPANCY: BUYER ☐ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

The following additional items are specifically:

A. INCLUDED IN THIS SALE: All FurnishingsB. EXCLUDED IN THIS SALE: One Rocking Chair

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.(E) The parties agree that First American Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials ()() Date _____ SELLER's Initials ()() Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.