

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**Notice of Change in Water Right Ownership**

RECEIVED

SEP 29 2014

DEPARTMENT OF  
WATER RESOURCES

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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 94-8867               | 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: Panhandle State Bank  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Douglas Walker Jamie Hass LVG Trust  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or ☐ and/or
- PO Box 250      Pinehurst      ID      83850  
Mailing address      City      State      ZIP  
208-682-2274      djwalkeridaho@gmail.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 2014
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: [Signature]      Title, if applicable \_\_\_\_\_      Date 9/24/14  
 Signature: [Signature]      Title, if applicable \_\_\_\_\_      Date 9/24/14  
 Signature of new owner/claimant      Signature of new owner/claimant

For IDWR Office Use Only:

Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Receipt Amt. \_\_\_\_\_  
 Approved by \_\_\_\_\_ Processed by SCC Date 10/2/14



Alliance Title & Escrow Corp.  
412 Cedar St., Wallace, ID 83873 (208) 752-1167

File Number: 230253  
Sales Price: \$90,000.00  
Close Date: 5/8/2014

## BUYER(S) FINAL CLOSING STATEMENT

Type: Escrow and Title - Purchase  
Property: 47240 SILVER VALLEY ROAD  
SMELTERVILLE, ID 83868 (SHOSHONE)  
(F00000032550)  
Buyer(s): DOUGLAS WALKER AND JAMIE HASS LIVING TRUST  
Seller(s): PANHANDLE STATE BANK  
P.O. Box 2468  
Post Falls, ID 83877

| Description                                                         | Debit       | Credit     |
|---------------------------------------------------------------------|-------------|------------|
| <b>Deposits, Credits, Debits</b>                                    |             |            |
| Contract sales price                                                | \$90,000.00 |            |
| Deposit or Earnest Money                                            |             | \$500.00   |
| <b>Prorations</b>                                                   |             |            |
| Solid Waste 5/8/2014 to 7/1/2014 @ \$20.00/Quarter                  | \$11.84     |            |
| Sewer 5/8/2014 to 6/1/2014 @ \$57.00/Quarter                        | \$14.99     |            |
| County taxes 1/1/2014 to 5/8/2014 @ \$2,271.66/Year                 |             | \$790.41   |
| County taxes 1/1/2014 to 5/8/2014 @ \$222.30/Year                   |             | \$77.35    |
| <b>Title Charges</b>                                                |             |            |
| Settlement or closing fee to Alliance Title & Escrow Corp. \$305.00 | \$152.50    |            |
| <b>Government Recording and Transfer Charges</b>                    |             |            |
| Recording fees: Deed \$13.00                                        | \$13.00     |            |
| <b>Totals</b>                                                       | \$90,192.33 | \$1,367.76 |

Balance Due FROM Buyer: \$88,824.57

### APPROVED AND ACCEPTED

#### BUYER(S)

Douglas Walker and Jamie Hass Living Trust

Douglas Walker, Trustee

Jamie Hass, Trustee

#### SETTLEMENT COORDINATOR

Kari Hill

Recording Requested By and  
When Recorded Return to:

Alliance Title & Escrow Corp.  
Attention: Kari Hill  
412 Cedar Street  
Wallace, ID 83873

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### **SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Panhandle State Bank ("**Grantor**"), does hereby grant, bargain, sell and convey unto Douglas Walker and Jamie Hass, Trustees of the Douglas Walker and Jamie Hass Living Trust ("**Grantee**"), whose address is \_\_\_\_\_, all of Grantor's right, title and interest in and to the real property located in Shoshone County, Idaho, legally described as follows:

See **Exhibit A**, attached hereto and incorporated herein by this reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging to or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest, as well in law as in equity, except as expressly provided otherwise herein (the "**Property**").

TO HAVE AND TO HOLD the Property, with its all and singular appurtenances unto Grantee, and Grantee's heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this deed, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this deed free from encumbrances made or suffered by the Grantor, or any person claiming under Grantor, subject, however, to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all easements, rights of way, claims of easements, covenants, restrictions and encumbrances or other matters of record or that would appear from a survey or careful examination of the Property; and (vi) any other exceptions to title as agreed to by Grantee.

**THE PROPERTY IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PROPERTY. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL ISSUES SET FORTH IN THIS DEED.**

DATED this 6th day of May, 2014.

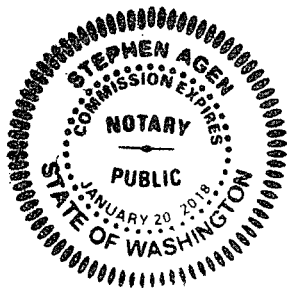
PANHANDLE STATE BANK:

By: *Dan M. Jones*  
Name: Dan M. Jones  
Title: Assistant Vice President

STATE OF WASHINGTON     )  
                                          ) ss.  
County of SPOKANE         )

On this 6th day of May, 2014, before me, *Stephen Agen*, a Notary Public in and for said State, personally appeared Dan M. Jones, known or identified to me to be the Assistant Vice President of Panhandle State Bank, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



*Stephen Agen*  
Notary Public for *Idaho WA*  
Residing at *Spokane*  
My commission expires *01-20-2018*

## EXHIBIT "A"

230253

A tract of land lying within Government Lots 2 and 3, Section 3, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho, more particularly described as follows:

BEGINNING at Corner No. 1, a steel pin located on the South right of way boundary of Pinehurst-Smelterville Highway Project 1-IG-90-1 (30) 46, from whence the Northeast corner of Section 3, Township 48 North, Range 2 East, Boise Meridian, bears North  $68^{\circ} 0' 30''$  East, a distance of 2,741.32 feet; thence

Due South, a distance of 287.62 feet to corner No. 2, a steel pin; thence

North  $89^{\circ} 33' 40''$  West, a distance of 339.87 feet to corner No. 3, a steel pin; thence

Due North, a distance of 343.23 feet to corner No. 4, a steel pin, located on the South right of way boundary of the above-mentioned highway; thence

South  $78^{\circ} 22'$  East, a distance of 193.65 feet along said right of way line to corner No. 5, a steel pin, and a point which is the beginning of a curve, said point being opposite centerline Station 118 + 94.46 for the above highway project; thence

Along the highway right of way on a curve to the left with radius of 954.93 feet and central angle of  $29^{\circ} 56' 03''$  with a long chord bearing South  $82^{\circ} 43' 50''$  East and length of 151.41 feet to corner No. 1, the POINT OF BEGINNING.

EXCEPT all that portion lying within the boundaries of any public road right of way.