

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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IDWR / NORTH

IDWR/NORTHERN

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?
95-11333	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael + Penny Douglass
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Steven W. Nelson
New owner(s) as listed on the conveyance document

5909 W. Four Wheel Drive Road Coeur d'Alene ID 83814
Mailing address City State ZIP
208-691-8937 Email: swnelson56@gmail.com
Telephone

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. 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: 1/8/16
Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: _____ Date: _____ Receipt No. _____ Receipt Amt. _____
Approved by: _____ Processed by: _____ Date: _____

SCANNED

JAN 11 2016



1270 Northwood Center Ct., Coeur d' Alene, ID 83814 (208) 667-3402 Fax No. (208) 664-0695

ESCROW CLOSING INSTRUCTIONS

Escrow No. 248203
Date: October 24, 2014

To: Alliance Title & Escrow Corp.

Before close of escrow Michael R. Douglass and Penny L. Douglass has or will deposit with you under these instructions the following:

(X) Executed Warranty Deed

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller Two Hundred Sixty Thousand Six Hundred Fifty Dollars and No Cents Dollars (\$260,650.00) subject to any charges and/or credits authorized herein; AND Steven W. Nelson has or will deposit with you a cashier's check or other certified funds as required to comply with these instructions, and the following:

(X) Earnest Money in the amount of \$1,000.00 held with Broker

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Owners Policy in the amount of \$260,650.00 on the real property described in Title Commitment No. 248203 which the undersigned have read and approved, which will show record title vested in: Steven W. Nelson free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions 1-18 as set forth in above referenced Title Commitment dated 9/24/2014 AND;

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein, OR delivered in accordance with the disbursement instructions attached.

Escrowholder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms AND have been approved for use in this escrow:

Warranty Deed

2. You are instructed to prorate as of Date of Deed Recording the following:
2014 Taxes
and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorates provided above.

It is understood and agreed that the real property tax proration herein is based on 2013 taxes in the amount of \$1,775.64. The undersigned parties hereby affirm and agree that Escrowholder, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of this escrow. Escrowholder shall not be responsible or liable for reimbursements as required thereby.

I/We the Buyer(s) acknowledge that we have been credited for a pro-rata amount of Seller(s) taxes for the current year based on the last available information. I/We hereby agree to pay said taxes when they become due and payable.

Alliance Title & Escrow accepts no responsibility for and the undersigned hereby hold harmless Alliance Title & Escrow Corp. for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate as compared to actual figures, Seller(s) agree to reimburse Buyer(s), outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Seller(s) for the current year.

Initials SWN

Initials ML

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3. All water, water rights and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow. Escrowholder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrowholder has or may have other banking relationships and further consent to the retention by Escrowholder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.

Escrowholder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrowholder be liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC imposed regulations.
7. These instructions are effective for 14 days from date hereof; and, thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow, I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Purchase and Sale Agreement, executed by the parties herein, and that said Purchase and Sale Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of any terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrowholder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrowholder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrowholder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrowholder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
13. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not to exceed \$10.00 per month.
14. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Alliance Title & Escrow Corp. has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Alliance Title & Escrow Corp. is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. Alliance Title & Escrow Corp. is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Alliance Title & Escrow Corp. is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

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**ADDITIONAL INSTRUCTIONS
COVENANTS AND RESTRICTIONS RECEIVED**

Buyer(s) acknowledge receipt of Commitment for Title Insurance, including a Plat Map and evidencing Covenants & Restrictions (if any of record) regarding the property transferred herein.

HAZARD INSURANCE DISCLAIMER

The buyer(s) herein are obtaining hazard insurance on the subject property outside of escrow. Alliance Title & Escrow Corp. has no liability or responsibility to confirm coverage or payment of same.

Buyer Initials SWN

HOMEOWNERS EXEMPTION:

As a property owner, you may be eligible for a "Homeowners Exemption" which could significantly reduce the amount of property taxes that you are required to pay. This eligibility is not automatic, however. It is your responsibility to apply right away at the county assessors office.

DELIVERY OF PROPERTY TAX BILLS:

The undersigned acknowledge that the County Treasurer's Office may be unable to change the address for Tax billing before year end. Seller(s) agree to promptly deliver to Buyer(s) any original tax bill received by them. Escrowholder has advised buyer(s) that penalties and interest may accrue on any taxes not paid by December 20. Buyer(s) assume all responsibility for payment of current year taxes, directly or through the lender. Escrowholder shall have no liability or responsibility for payment of current year taxes or delivery of bills associated therewith.

WITHHOLD FOR PAYMENT OF CURRENT YEAR TAXES:

Escrowholder is instructed to hold the sum of \$2219.55, \$92.40 and \$63.73 for payment of current year taxes on all applicable parcels. At such time that the actual tax amount is available, you are instructed to pay same and forward any overage as appropriate. In the event the amount held is insufficient to pay said taxes in full, the undersigned will promptly deposit into escrow any and all sums required to cure said insufficiency.

DECLARATION OF ESCROW SERVICES:

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that Alliance Title & Escrow Corp. (hereinafter referred to as ATEC) is not licensed to practice law and no legal or accounting advice has been offered by ATEC or any of its employees. We have been further informed that ATEC is acting only as escrowholder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrowholder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction. I/We have also been advised that we can obtain a copy of the privacy policy of Alliance Title & Escrow Corp. on line at www.alliancetitile.com/About/Privacy-Policy or by requesting it

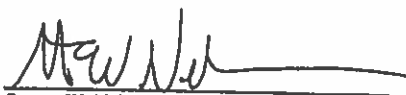
We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

These escrow-closing instructions constitute the entire agreement between the escrowholder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

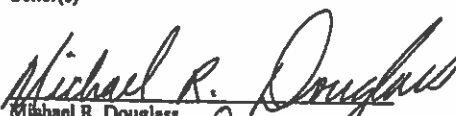
We further understand that ATEC assumes no liability as to any law, ordinance or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME

Buyer(s):


Steven W. Nelson

Seller(s)


Michael R. Douglass

Penny L. Douglass

Forwarding Address:
5909 West Four Wheel Drive Road
Coeur d'Alene, ID 83814

Forwarding Address:

Preference for document copies (Please check all boxes that you require):

☐	Paper Copy	☐	Email
☐	CD	☐	Cloud Storage

The foregoing instructions have been acknowledged and received by Alliance Title & Escrow Corp..

By:


Kristy Anstine

Dated:

10-31-14

SCANNED
JAN 11 2016

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:248203

FOR VALUE RECEIVED

Michael R. Douglass and Penny L. Douglass, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Steven W. Nelson, *an unmarried man*

whose current address is **5909 West Four Wheel Drive Road
Coeur d'Alene, ID 83814**

S.W.N.

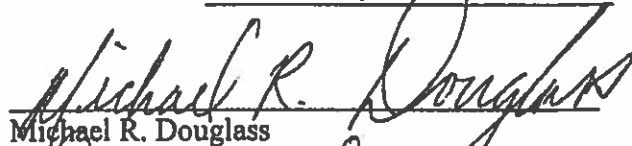
the grantee(s), the following described premises, in Kootenai County, Idaho, TO WIT:

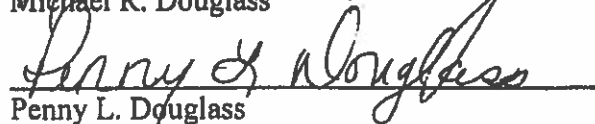
See Legal Description attached hereto and made a part hereof as Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 24, 2014


Michael R. Douglass


Penny L. Douglass

State of Idaho } ss
County of Kootenai }

On this 31 day of October, 2014, before me, K. Anstine, a Notary Public in and for said state, personally appeared Michael R. Douglass and Penny L. Douglass, 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 same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and

EXHIBIT "A"

248203

PARCEL I

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as:

BEGINNING at the North Quarter corner of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; thence, South $89^{\circ} 59' 28''$ East along the North boundary of Section 20 a distance of 340.60 feet to the TRUE POINT OF BEGINNING; thence, South $89^{\circ} 59' 28''$ East along the North boundary of Section 20 a distance of 623.21 feet; thence, South $1^{\circ} 19' 40''$ West a distance of 595.10 feet; thence, North $86^{\circ} 26' 37''$ West a distance of 202.64 feet; thence, South $56^{\circ} 04' 40''$ West a distance of 354.46 feet; thence, North $8^{\circ} 14' 35''$ West a distance of 788.43 feet to the TRUE POINT OF BEGINNING.

The basis of bearings used are from the Idaho State Grid System, Transverse Mercator Projection West Zone, with a Delta Alpha Correction of $-0^{\circ} 47' 51''$ and a C.A.F. 1.0001109.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

Being a portion of the Northwest Quarter of the Northeast Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

BEGINNING at a point 2009.97 feet South $89^{\circ} 42' 47''$ West from the Northeast corner of said Section 20; thence, South $00^{\circ} 56' 19''$ West, a distance of 208.71 feet; thence, North $89^{\circ} 03' 41''$ West, a distance of 208.71 feet; thence, North $00^{\circ} 56' 19''$ East, a distance of 208.71 feet; thence, South $89^{\circ} 03' 41''$ East a distance of 208.71 feet to the POINT OF BEGINNING.

Parcel II

Being a portion of the Northwest Quarter of the Northeast Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

BEGINNING at a point 2009.97 feet South $89^{\circ} 42' 47''$ West from the Northeast corner of said Section 20; thence, South $00^{\circ} 56' 19''$ West, a distance of 208.71 feet; thence, North $89^{\circ} 03' 41''$ West, a distance of 208.71 feet; thence, North $00^{\circ} 56' 19''$ East, a distance of 208.71 feet; thence, South $89^{\circ} 03' 41''$ East a distance of 208.71 feet to the POINT OF BEGINNING.

COMMENCING at the South Quarter corner of said Section 17; thence, South 89° 59' 28" East, 340.60 feet along the South line of said Section 17 to the Southwest corner of Tax Number 9862, described in Book 274, page 47, records of Kootenai County, Idaho; thence, North 0° 00' 32" East, 43.89 feet along the West line of said Tax Number to the Northwest corner thereof and the TRUE POINT OF BEGINNING; thence, South 89° 59' 28" East, 559.58 feet along the North line of said Tax Number to the West line of a public right of way; thence, North 4° 41' 44" West 74.04 feet along the West line; thence North 89° 59' 28" West 553.51 feet, parallel with the South line of said Section 17; thence, South 0° 00' 32" East, 73.79 feet to the TRUE POINT OF BEGINNING.

PARCEL IV

A parcel of land described as follows:

BEGINNING at the North Quarter corner of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; thence, South 89° 59' 28" East, along the North boundary of Section 20, 340.60 feet to the TRUE POINT OF BEGINNING; thence, North 0° 00' 32" East, 43.89 feet to a point; thence, South 89° 59' 28" East, 583.76 feet to a point; thence, South 0° 00' 32" West, 43.89 feet to a point; thence, North 89° 59' 28" West 583.76 feet to the TRUE POINT OF BEGINNING.

LESS the following:

That portion of Tax Number 9862 in the Southeast Quarter of Section 17, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the South Quarter corner of said Section 17; thence, South 89° 59' 28" East, 903.80 feet along the South line of Section 17 to the TRUE POINT OF BEGINNING; thence, North 4° 41' 44" West, 44.06 feet parallel with and 30.0 feet distant from the centerline of a public right of way to the North line of Tax Number 9862; thence, South 89° 59' 28" East, 24.41 feet to the Northeast corner of Tax Number 9862; thence, South 0° 00' 32" West, 43.89 feet along the East line of Tax Number 9862 to the Southeast corner of said Tax Number, being also on the South line of Section 17; thence, North 89° 59' 28" West, 20.56 feet along said South line to the TRUE POINT OF BEGINNING.