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Form 228417-109(6) Rev 1/15

APR 13 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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SEP 08 2015

DEPARTMENT OF
WATER RESOURCES

IDWR/NORTHERN

Notice of Change in Water Right Ownership

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?
95-15466	Yes ☒	Yes ☐		Yes ☐	Yes ☐
95-15467	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BERNICE ANDERSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ROBERT & BARBARA SHORES
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1197 Lyon Rd. Moscow Id. 83843
Mailing address City State ZIP
- 208 310-1749 RShores@MBSPBS.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: 12/10
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: Robert Shores 9/3/15
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 C. Menz Date 4-17-16

PROMISSORY NOTE
SECURED BY A DEED OF TRUST

\$145,499.00

Moscow, Idaho

FOR VALUE RECEIVED and as hereinafter provided, the undersigned debtors, ROBERT L. SHORES and BARBARA J. ANDERSON, husband and wife, ("Makers"), whose address is 1017 East E Street, Moscow, Idaho, 83843, promise to pay to the order of BERNICE E. ANDERSON, an Individual, ("Payee"), whose address is 411 E. Seventh Street, Moscow, Idaho, 83843, the principal sum of One Hundred Forty-Five Thousand Four Hundred Ninety-Nine Dollars (\$145,499.00) with interest on the principal balance outstanding from time to time from the date of this note at the rate of three-and-one-quarter percent (3.25%) per annum.

This note shall be paid as follows:

1. Makers shall pay to Payee the sum of principal and accrued interest of Six Hundred Dollars (\$600.00) beginning January 28, 2011, and on the 28th day of each and every month thereafter until this note is paid in full.
2. A balloon payment of Ten Thousand Dollars (\$10,000.00) shall be made on or before December 28, 2012.
3. A balloon payment of Ten Thousand Dollars (\$10,000.00) shall be made on or before December 28, 2014.
4. It is expressly agreed and understood that the Makers have the right of prepayment without any penalty.
5. Any payment or prepayment hereunder shall first be applied to costs, attorney fees and expense to collect this note, if any, accrued interest and then to principal.

Should this note not be timely paid or should Makers default in the performance of any agreement under the deed of trust securing this note, the Payee, without demand, notice or presentment for payment to Makers, may accelerate the entire balance then owing and exercise her rights for collection thereof. The failure of the holder of this promissory note to enforce her rights upon default in any of the terms of this promissory note shall not constitute a waiver of any such rights in the event of a subsequent default.

If suit or action is instituted to collect this promissory note or any portion thereof, the Makers promise to pay, in addition to the costs and disbursements allowed by law, an additional sum for reasonable attorney fees in such suit or action.

Makers hereby waive presentment, demand of payment, notice of dishonor, protest, and notice of nonpayment, and any and all other notices and demands whatsoever.

All amounts due and owing under this Promissory Note which is secured by this Deed of Trust shall become due and owing upon any sale, conveyance, assignment, or other transfer of the property described herein.

This note is to be construed according to the laws of the State of Idaho and is secured by a deed of trust of even date herewith covering real property in Kootenai County, Idaho, more particularly described as follows:

LOT 27, CEDAR GROVE TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 237, RECORDS OF KOOTENAI COUNTY, IDAHO.

TOGETHER WITH the rights and obligations and the Shared Septic System Covenant recorded September 2, 2009, as Instrument No. 2230359000; and

SUBJECT TO the rights and obligations and the Shared Septic System Covenant recorded September 2, 2009, as Instrument No. 2230359000; and

ALSO SUBJECT TO Provisions in deed recorded October 4, 1950, in Book 145 of Deeds, page 547;

ALSO SUBJECT TO Easement for Right of Way granted to The Washington Water Power Company, recorded June 5, 1912, in Book 48 of Deeds, Page 122;

ALSO SUBJECT TO Resolution of the Board of Directors of Cedar Grove Park Association, Inc., recorded October 4, 2006 as Instrument Number 2059398000.



ROBERT L. SHORES



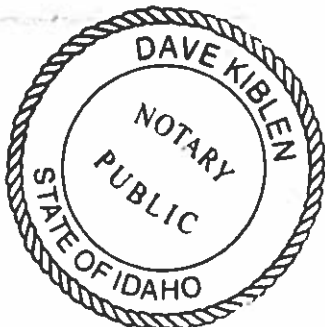
BARBARA J. ANDERSON

STATE OF IDAHO)
) ss.
County of Latah)

On this 30 day of December, 2010, before me the undersigned a Notary Public in and for the State of Idaho, personally appeared ROBERT L. SHORES and BARBARA J. ANDERSON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(seal)





Notary Public in and for the
State of Idaho, residing at
Moscow, Idaho.

My commission expires: 7/18/2012

JAMES L. WESTBERG, PLLC
Attorney at Law
Post Office Box 9003
401 E. Veatch Street
Moscow, Idaho 83843
(208)883-1520

STATEMENT FOR SERVICES RENDERED

Bernice E. Anderson --
Robert L. Shores and
Barbara J. Anderson

Client Latah County Title Co.

Date 12/21/10

Type of Legal Service Preparation of Promissory Note, Warranty Deed,
Deed of Trust, Bill of Sale, Real Estate Purchase and Sale Agreement,
Request for Reconveyance, telephone calls Latah Title/First American
Title Co.

Charge for Consultation: \$ 650.00

Amount Paid: \$

RECEIVED AND APPROVED
BA
BA
W

By: James L. Westberg
Attorney

N. R. 4 W. B. M.

47N04W-11

REMAINDER ASSESSED AS
PARCEL 47N04W-02-7025

LAKE COEUR D' ALENE

Note:
Shoreline depiction for illustrative
purpose only. Property lines assumed
to extend to ordinary mean high water
mark for assessment purposes unless
otherwise noted.

GOVT
LOT 2
39.14 Ac

1068.20

#3294

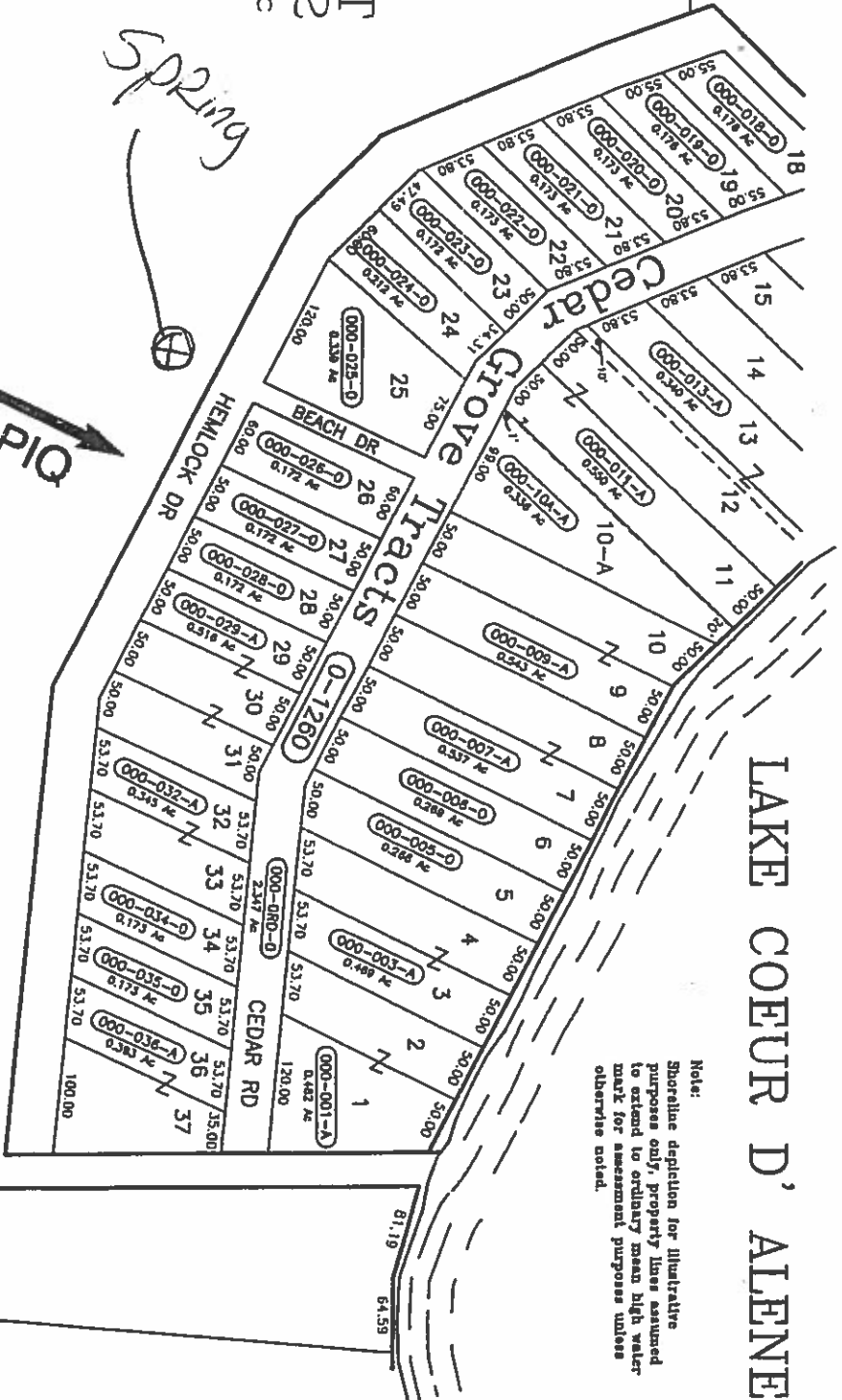
EX PLATED PTN

(2500)

19.658 Ac

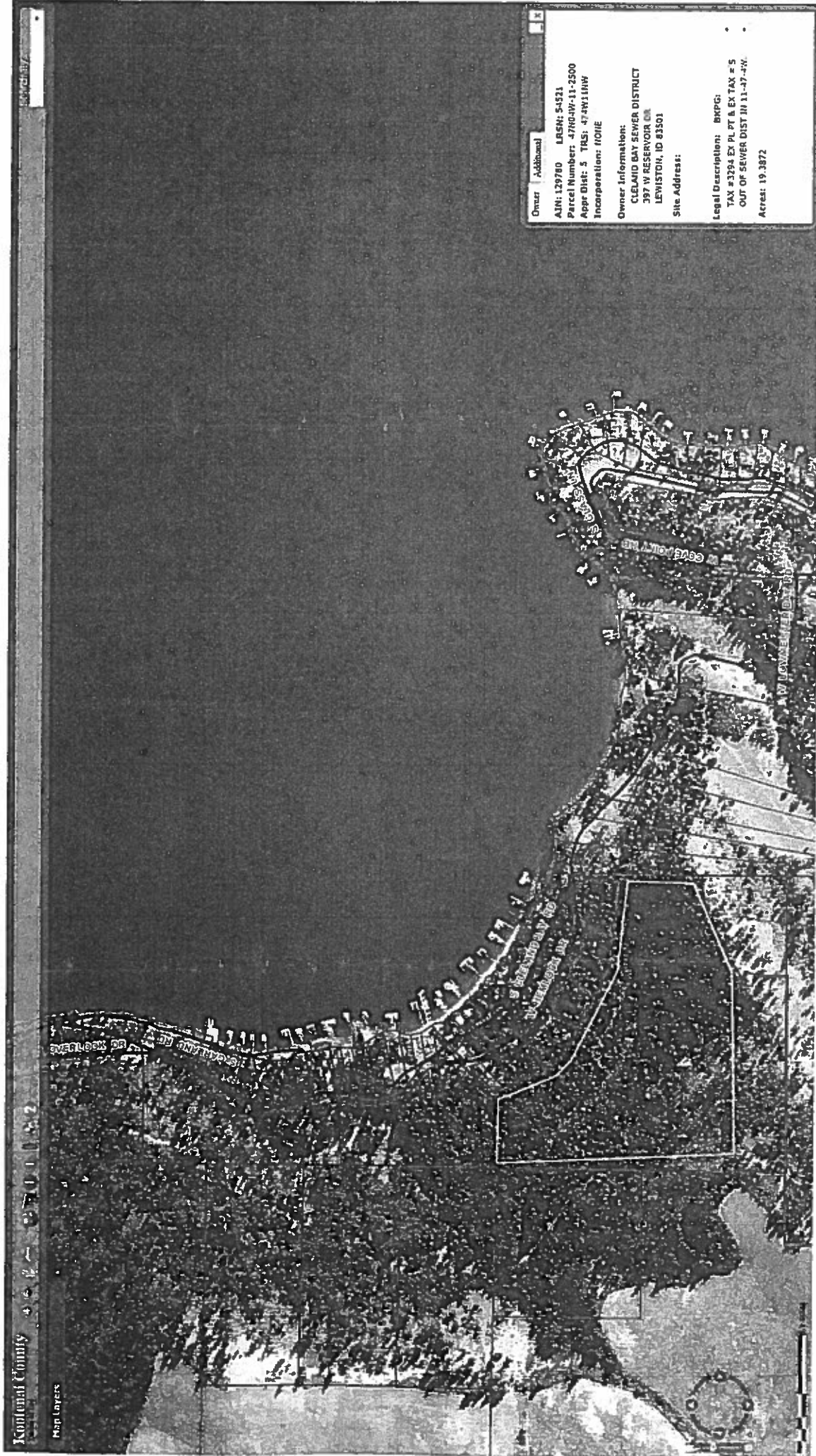
PIQ

Spring



THIS IS NOT A SURVEY. THIS
MAP IS FOR INFORMATIONAL
PURPOSES ONLY. PIONEER
TITLE COMPANY MAKES NO
REPRESENTATIONS AS TO THE
ACCURACY OF THE MAP AND
ASSUMES NO LIABILITY FOR IT.

39.14



20.9 acres
47 No. 4W-11-2500



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN

April 17, 2017

ROBERT SHORES AND BARBARA ANDERSON
1197 LYON RD
MOSCOW ID 83843

Re: 95-15466 and 95-15467— Ownership Change

Dear Property Owner:

This letter will confirm that the ownership change you submitted, has been processed.

If you have any questions regarding this matter, please contact our office.

Sincerely,

Carolyn Monitz
Technical Records Clerk
IDWR
Northern Region

CM