

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
DEC 19 2016

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?
96-4002	Yes ☐	Yes ☐		Yes ☐	Yes ☐
96-7026	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

HOYT L. AND EDITH C. SCHUYLER -
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

STEVEN CARLSON MICHELLENE VAN BOOVEN
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ or ☐ and/or

1767 PENINSULA

HOPE

ID

83836

Mailing address

208-290-1372 208-946-1374

City

Stevemishaad Coldwellbanker.com

State

ZIP

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: JANUARY 15 2016

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. X 2
☐ \$100 per split water right.
☐ No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 96-4002

- ☐ 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:

Signature of new owner/claimant

OWNER / MANAGER

Title, if applicable

12/14/16

Date

- Signature:

Signature of new owner/claimant

OWNER / MANAGER

Title, if applicable

12/14/16

Date

For IDWR Office Use Only:

Received by NS

Date 12-14-16

Receipt No. N032325

Receipt Amt. \$50.00

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 12-15-17

State of Idaho
Department of Water Resources
Notice Of Change In Water Right Ownership
96-4002, 96-7026



0 0.175 0.35 0.7 Miles

PLS Sections
Taxlots



262 WARRANTY DEED 132974

For Value Received

HOYT L. SCHUYLER and EDITH C. SCHUYLER, husband and wife,
Star Route, Box 190, Hope, Idaho,

the grantors, do hereby grant, bargain, sell and convey unto

ROBERT L. KIRK and MARCILLE E. KIRK, husband and wife,
Whittier, Calif.

the grantees, the following described premises, in **Bonner** County Idaho, to-wit:

PARCEL I:

The South 400 feet of the Southwest Quarter lying East of the County Road in Section 12, Township 56 North, Range 1 East of the Boise Meridian, Bonner County, Idaho.

PARCEL II:

Lots 1, 2 and 3 of Buena Vista Beach, according to the plat thereof, recorded in Book 1 of Plats, Page 173, records of Bonner County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances except easements and rights of way existing or of record,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 28, 1971

Hoyt L. Schuyler
Edith C. Schuyler

STATE OF IDAHO, COUNTY OF Bonner

On this 28th day of April, 1971, before me, a Notary Public in and for said State, personally appeared **HOYT L. SCHUYLER and EDITH C. SCHUYLER,**

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Doris L. Kenna
Notary Public
Residing at Sandpoint, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of *Doris L. Kenna*

at 07 minutes past 11 o'clock A.M., this 29 day of April, 1971, in my office, and duly recorded in Book 134 of Deeds at page 262.

DORIS L. KENNA
Ex-Officio Recorder

By *John H. Harn* Deputy.
Fees \$10.00
Mail to:

INSTRUMENT No.

WARRANTY DEED

212697

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT L. KIRK and MARCILLE E. KIRK, husband and wife, of Hope, Idaho, in consideration of Ten Dollars and other valuable considerations, do hereby grant, bargain, sell and convey unto JOHN E. CARLSON and MARJORY L. CARLSON, husband and wife, of Hope, Idaho, the following property in Bonner County, State of Idaho, to-wit:

The South 400 feet of the Southwest Quarter lying East of the County Road in Section 12, Township 56 North, Range 1 East, Boise Meridian, Bonner County, Idaho.

Lots 1, 2 and 3 of Buena Vista Beach, according to the plat thereof, recorded in Book 1 of Plats, Page 173, records of Bonner County, Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

AND the above named grantors hereby covenant that the above described premises are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and defend the above premises against all lawful claims and demands, except:

SUBJECT to any and all existing easements, rights of way, reservations, restrictions, assessments, and to taxes for the year 1979.

SUBJECT FURTHER, to that certain Deed of Trust dated 28 April 1971, recorded on 29 April 1971 as Instrument No. 132972 in records of Bonner County, Idaho. Said Deed of Trust and the Note it secures will be paid by the grantors herein and this same shall not be assumed by grantees.



257

SIGNED this 7th day of April, 1979.

Robert L. Kirk

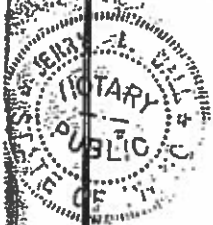
Marcille E. Kirk

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this 7th day of April, 1979, before me, the under-
signed, a Notary Public for said State, personally appeared
ROBERT L. KIRK and MARCILLE E. KIRK, known to me to be the
persons whose names are subscribed to the above and foregoing
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
the day and date last above written.

James A. Wall
Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.



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Dated: ,

James A. Wall

STATE OF

On this ,

before me, ,

personally app

James A. Wall

known to me

subscribed to

me the

James A. Wall

Residing at

County of

Recording Requested by and mail to:
Callahan & Associates, Chd.
PO Box 2226
Coeur d'Alene ID 83816-2226

FILED BY
Callahan Assoc.
2001 JAN 10 P 3:37

575350

RECORDED

REAL PROPERTY DEED

Call COUNTY

TRUSTEE, JOHN AND MARJORY CARLSON REVOCABLE INTER VIVOS TRUST, does hereby grant for valuable consideration to ISLAND VIEW RESORT, LLC, an Idaho Limited Liability Company, all of its REAL PROPERTY interest now held or hereafter acquired in the following described real property:

The South 400 feet of the Southwest Quarter lying East of the County Road in Section 12, Township 56 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; and Lots 1, 2, and 3 of Buena Vista Beach according to the plat thereof, recorded in Book 1 of Plats, page 173, records of Bonner County, Idaho.

This property may not be sold or encumbered without the unanimous consent of all Members of the Island View Resort, LLC entitled to vote.

The address of the grantee is 1767 Peninsula Road, Hope, Idaho 83836.

Dated this 3rd day of January, in the year 2001.

John Carlson
JOHN CARLSON, TRUSTEE, JOHN AND
MARJORY CARLSON, REVOCABLE INTER
VIVOS TRUST

Marjory Carlson
MARJORY CARLSON, TRUSTEE, JOHN AND
MARJORY CARLSON, REVOCABLE INTER
VIVOS TRUST

STATE OF IDAHO

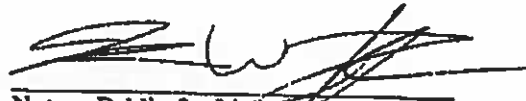
COUNTY OF BONNER

On this 3 day of January, in the year 2001, before me the undersigned Notary Public in and for the State of Idaho, personally appeared JOHN CARLSON and MARJORY CARLSON, husband and wife, known to me to be the person(s) whose name(s) is/are subscribed herein, and acknowledged to me that they executed the same acting in their capacity as Trustee, JOHN AND MARJORY CARLSON REVOCABLE INTER VIVOS TRUST.

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



EXPIRES 1/13/03


Notary Public for Idaho

Instrument # 884758
BONNER COUNTY, SANDPOINT, IDAHO
1-25-2016 03:20:12 PM No. of Pages: 4
Recorded for : STEVEN CARLSON
MICHAEL W ROSEDALE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: DEED OF TRUST

Recording Requested By:
Callahan & Associates, Chtd.
PO Box 2226
Coeur d'Alene ID 83816-2226

DEED OF TRUST

BY THIS DEED OF TRUST, made this 15 day of January, 2016, between STEVEN CARLSON and MICHELLENE VAN BOOVEN, husband and wife, acting individually and as Manager of ISLAND VIEW RESORT, LLC, an Idaho Limited Liability Company, whose address is PO Box 243, Hope, ID 83836, herein called GRANTOR, and Callahan & Associates, Chtd., PO BOX 2226, Coeur d'Alene, ID 83816, herein called TRUSTEE, and MARJORY CARLSON, Trustee, or her successor in interest, JOHN AND MARJORY CARLSON REVOCABLE INTER VIVOS TRUST, whose address is 1767 Peninsula Rd, Hope, ID 83836, herein called BENEFICIARY.

GRANTOR grants, transfers and assigns to TRUSTEE, in trust, with power of sale, all of its interest held in certain real property located in Bonner County, Idaho, described as follows:

96-70216 { The South 400 feet of the Southwest Quarter lying East of the County Road in Section 12, Township 56 North, Range 1 East of the Boise Meridian, Bonner County, Idaho;

and

Lots 1, 2, and 3 of Buena Vista Beach, according to the plat thereof, recorded in Book 1 of Plats, page 173, records of Bonner County, Idaho.

GRANTOR also assigns to BENEFICIARY all rents, issues and profits of said realty reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing BENEFICIARY to collect and enforce the same by any lawful means in the name of any party hereto.

This DEED OF TRUST is made for the purpose of securing: (1) Payment of a promissory note in the principal sum of Six Hundred Ten Thousand (\$610,000.00) dollars dated equal date of this Deed of Trust, payable to BENEFICIARY by GRANTOR; (2) Payment of any money that may be advanced by the BENEFICIARY to GRANTOR, or its successors, with interest thereon, evidence by additional notes (indicating they are so secured) or by endorsement on the original note, executed by GRANTOR or their successors; and (3) Performance of each agreement of GRANTOR contained in the referenced promissory note which is hereby incorporated by reference.

To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; to maintain casualty and liability insurance; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

3. To pay: at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

4. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

5. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligations hereof, and

shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

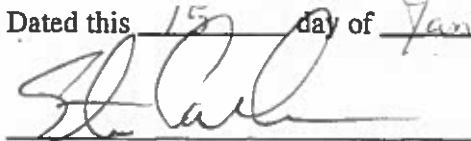
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, remaindermen and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

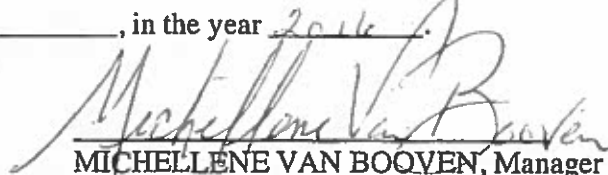
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Grantor shall receive a copy of any notice of default and any notice of sale hereunder to be mailed to Grantor at the address hereinabove set forth, being the address designated for the purpose of receiving such notice. Any such notice shall clearly and precisely set forth the nature of each and every default and the action necessary to cure the default(s).

This DEED OF TRUST is assignable and is subject to the same provisions as the referenced promissory note which is secured hereby; all such provisions are hereby incorporated by reference.

Dated this 15 day of January, in the year 2016.

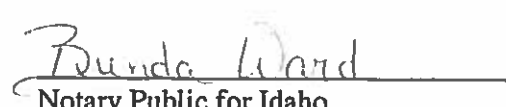

STEVEN CARLSON, Manager
ISLAND VIEW RESORT, LLC


MICHELLENE VAN BOOVEN, Manager
ISLAND VIEW RESORT, LLC

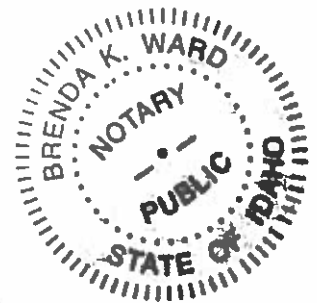
STATE OF IDAHO
COUNTY OF BONNE

On this 15 day of January, in the year 2016, before me the undersigned Notary Public in and for the State of Idaho, personally appeared ~~STEVEN CARLSON~~ and MICHELLENE VAN BOOVEN, husband and wife, acting individually and as Manager of ISLAND VIEW RESORT, LLC, known to me to be the persons whose names are subscribed herein, and acknowledged to me that they executed the same.

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


Notary Public for Idaho

Comm. Exp.: 5/24/2016



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STATE OF IDAHO

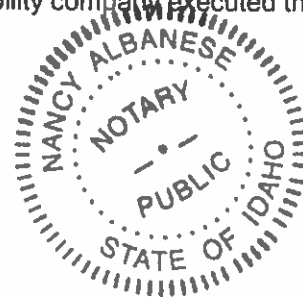
COUNTY OF BONNER

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)ss.
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On this 15th day of Jan, 2016, before
me, the undersigned Notary Public in and for the State of IDAHO,
personally appeared STEVEN CARLSON,
known or identified to me to be the Member/Manager of _____

Island View Resort LLC
the limited liability company that executed the instrument or the person who executed the instrument on behalf of
said limited liability company, and acknowledged to me that such limited liability company executed the same.

Nancy Albanese
Notary in and for said County and State
Residing at: Bozeman
Commission Exp.: 1-31-17



Instrument # 884759

BONNER COUNTY, SANDPOINT, IDAHO

1-25-2016 03:21:03 PM No. of Pages: 1

Recorded for : STEVEN CARLSON

MICHAEL W ROSEDALE Fee: 10.00

Ex-Officio Recorder Deputy

Index to: MISC

TRANSFER AND ASSIGNMENT OF INTEREST OF LIMITED LIABILITY
COMPANY UNITS

884758

MARJORY CARLSON, acting individually and as Trustee, JOHN AND MARJORY
CARLSON REVOCABLE INTER VIVOS TRUST, does hereby assign and transfer to
STEVEN CARLSON and MICHELLENE VAN BOOVEN, husband and wife, fifty-one (1) of
her Class B Limited Liability Company units and ten (10) of her class A Limited Liability
Company units in and to the ISLAND VIEW RESORT, LLC, an Idaho limited liability
company, being all of her Units.

Dated this 14th day of Jan, in the year 2016. 1767 PENINSULA RD. HOPE, ID. 83836

Marjory Carlson
MARJORY CARLSON, TRUSTEE, JOHN
AND MARJORY CARLSON
REVOCABLE INTER VIVOS TRUST

STATE OF IDAHO

COUNTY OF BONNER

On this 14th day of Jan, in the year 2016, before
me, the undersigned Notary Public in and for the State of Idaho, personally appeared
MARJORY LORRAINE CARLSON, TRUSTEE, known to me to be the persons whose name is
subscribed to the within instrument, and acknowledged to me that she executed the same in her
capacity as trustee and individually.

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



Nancy Albanese
Notary Public for the State of Idaho
Comm. Exp.: 12-17