

DEV

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
1990 Lic 94-7086					
1979 Lic. 94-7101					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Donald James Phillips
7547 W Missouri ave Rathdrum ID 83858

4. New Owner/Claimant(s)

Kenneth P. and Wende S. Fla
Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address

P.O. Box 986

City, State and ZIP Code

Hayden ID 83835

New Telephone Number

(208) 772-7328

5. Date you acquired the property

8/4/06

SUPPORT DATA
IN FILE # 94-7086

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____

Date

6/28/07

Fee

450.00

(25 x 2)

Receipted by _____

Date

6/28/07

Receipt No.

NO18495

Processed by _____

AJ

Date

6/28/07

WR

Date



432269
Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 123283

WARRANTY DEED

For Value Received

Donald J. Phillips, an unmarried person

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kenneth P. Ela and Wende S. Ela, husband and wife

hereinafter referred to as Grantee, whose current address is

P.O. Box 986, Hayden ID 83835

the following described premises, to-wit:

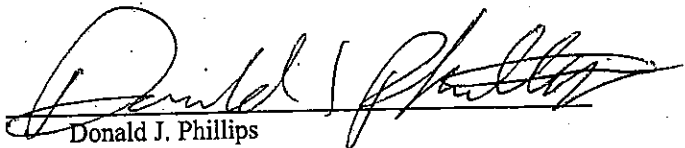
Legal description attached hereto and made a part hereof as Exhibit "A"

All the right, title and interest of the parties of the first part in that certain State of Idaho Water Permit #94-7086, issued on October 2, 1976, with an expiration date of October 1, 1981, or renewals thereof,

And any after acquired title.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 3, 2006

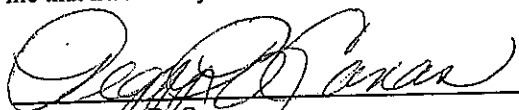

Donald J. Phillips

STATE OF IDAHO

ss.

COUNTY OF KOOTENAI

On this 3rd day of August, in the year of 2006, before me, the undersigned, a Notary Public, personally appeared Donald J. Phillips known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Peggy B. Canas
Notary Public of Idaho
Residing at Coeur d'Alene
Commission expires: October 27, 2011

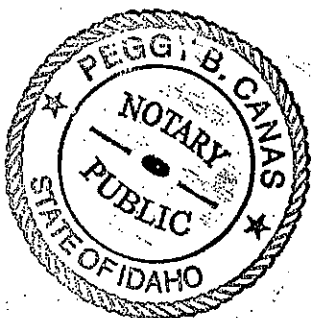


Exhibit "A"

Real property in the County of Shoshone, State of Idaho, described as follows:

All that portion of H.E. Survey No. 484, lying with Government Lot 1, Section 30, Township 52 North, Range 2 East, B.M., Shoshone County, State of Idaho, described as follows:

Beginning at corner No. 22 of said H.E. Survey No. 484;

thence North 0°1' West, 4.9 chains, to corner No. 23;

thence East, 9.94 chains;

thence South 0°01' East 4.9 chains;

thence West 9.94 chains to the point of beginning.

432269

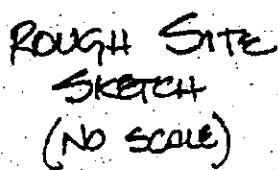
2006 AUG 4 PM 3:15

Instrument # 432269
WALLACE, SHOSHONE COUNTY, IDAHO
2006-08-04 03:15:00 No. of Pages: 2
Recorded for: FIRST AMERICAN
PEGGY DELANGE-WHITE Fee: 6.00
Ex-Officio Recorder Deputy *Pamela*
Index to: WARRANTY DEED

NFD 422, Magee R.S., ID 83873
This listing is Expired Listed for \$274,500 MLS # 06-6435

NFD 422, Magee R.S., ID 83873

This listing is Expired Listed for \$274,500 MLS # 06-6435



ROUGH SITE
SKETCH
(NO SCALE)



Form No. 1058-2
Plain Language Commitment

Commitment No.: 175255-WA
Page 1 of 9



First American Title Company
415 Seventh Street, Suite 1, Wallace, ID 83873
Phone (208)556-1104 - Fax (208)556-1106

Escrow Officer:
Title Officer: **Michelle Mays**

To: **Pioneer Title Company**
100 Wallace Avenue
Coeur d'Alene, ID 83814

Order No.: **175255-WA**

Attn: **Peggy**

Your Ref: **123283**

Re: **Property Address: NNA,, ID**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed Insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

First American Title Insurance Company

By: *[Signature]* President

Attest: *[Signature]* Secretary

Countersigned
First American Title Company

[Signature]

Form No. 1068-2
Plain Language Commitment

Commitment No.: 175255-WA
Page 2 of 9

**FIRST COMMITMENT
SCHEDULE A**

1. Commitment Date : **July 21, 2006 at 7:30 A.M.**
2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Owner's Policy		
Standard Owner's Policy (10/17/92) Form 1402-92	\$225,000.00	\$980.00
with applied credit of		\$ None
Proposed Insured:		
Kenneth P. Ela and Wende S. Ela, husband and wife		
3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:
Donald J. Phillips, an unmarried person
4. The land referred to in this Commitment is described as follows:
The land referred to herein is described in the Legal Description attached hereto.

Commonly known as: **NNA , ID**

**SCHEDULE B-SECTION ONE
REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
- (e) Release(s) or Reconveyance(s) of item(s) .
- (f) Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
- (g) If the person named in Schedule A, paragraph 3, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject property is not vestee's principal residence, (2) the land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.

SCHEDULE B - SECTION TWO**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2006 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2005 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2005	\$912.60	\$912.60	52N02E303300

Homeowners Exemption is not in effect for 2005.
Circuit breaker is not in effect for 2005.
Agricultural Exemption is not in effect for 2005.

8. Provisions in deed to Donald E. Phillips and Beverly A. Phillips, husband and wife, and Michael V. Oliver and Julie A. Oliver, husband and wife, recorded November 14, 1985 as Instrument No. 320261.
9. Provisions in deed to Donald E. Phillips and Beverly A. Phillips, husband and wife, recorded June 3, 1988 as Instrument No. 333124.
10. Provisions in deed to Beverly Phillips, recorded May 4, 2005 as Instrument No. 423280.

Form No. 1068-2
Plain Language Commitment

Commitment No.: 175255-WA
Page 5 of 9

11. Provisions in deed to Donald J. Phillips, an unmarried person, recorded May 6, 2005 as Instrument No. 423320.
12. Deed of Trust dated May 4, 2005, to secure an original indebtedness of \$150,000.00, and any other amounts and/or obligations secured thereby
Recorded: May 6, 2005, as Instrument No. 423321
Grantor: Donald J. Phillips, an unmarried person
Trustee: Kootenai County Title Company, Inc.
Beneficiary: Beverly A. Phillips, an unmarried person
13. Lack of a right of access to and from said land.
14. Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone, and mineral rights, mining rights, and easement rights or other matters relating thereto whether expressed or implied.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

Form No. 1068-2
Plain Language Commitment

Commitment No.: 173255-WA
Page 6 of 9

INFORMATIONAL NOTES

- A. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

CONDITIONS**1. DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American Title Company
415 Seventh Street, Suite 1, Wallace, ID 83873
Phone (208)556-1104 - Fax (208)556-1106

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Form No. 1068-2
Plain Language Commitment

Commitment No.: 175255-WA
Page 9 of 9

Exhibit "A"

Real property in the County of Shoshone, State of Idaho, described as follows:

All that portion of H.E. Survey No. 484, lying with Government Lot 1, Section 30, Township 52 North, Range 2 East, B.M., Shoshone County, State of Idaho, described as follows:

Beginning at corner No. 22 of said H.E. Survey No. 484;

thence North 0°1' West, 4.9 chains, to corner No. 23;

thence East, 9.94 chains;

thence South 0°01' East 4.9 chains;

thence West 9.94 chains to the point of beginning.