

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED**JUL 30 2004****DEPARTMENT OF
WATER RESOURCES**

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
WR 98-4114					

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)

John L
PATRICK + ZILA CARSON / WIEKIZER VIRGINIA B.
HCR 61 BOX 143B Bonners Ferry ID 83805

4. New Owner/Claimant(s)

Loni E. DAY

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

HCR
HCR 61 BOX 146

City, State and ZIP Code

Bonners Ferry Idaho 83805

New Telephone Number

(208) 267-5221

Date you acquired the property

8/12/2002

CK # 1318

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 98-4116

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	_____	_____

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

Loni E Day
New Owner

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 _____	Fee _____
Received by _____	Date _____	Receipt No. <u>NO 16449</u>
Processed by _____	AJ Date _____	WR _____ Date _____

1071
CONFIDENTIAL PURCHASE and SALE AGREEMENT
(THIS BINDING CONTRACT CONTROLS TERMS OF SALE - READ CAREFULLY BEFORE SIGNING)

Bannock Ferry, Idaho, 8/12, 2002

The Buyer Loni E. Day and assigns, agree to purchase and the undersigned Seller agree to sell the real estate commonly known as, HCR 61 Box 46 Bannock Ferry, Idaho.

Legal description is: Tract 1 of Record of Surveys map for Bob Knapp in Book 4 of Surveys page 157 as Instrument No. 198347

Total Purchase Price is: One hundred eighty five thousand 185,000.00
Payable as follows: All cash to Sellers

Earnest Money Deposit in amount of \$ 100.00 shall be paid to Trustee/Closing agent agreed to and held to closing. Deposit less agreed to adjustments shall be paid to Seller. "Closing" means the date on which Deed and Deed of Trust are filed by trustee, Title Insurance, Note and Request for Reconveyance are available to escrow and Sale Proceeds are available to Seller.

Prior Sale or Loan Balance, [] is, ☒ is not, applicable. Buyer acquire property [] subject to, [] assumes, existing debt of \$ N/A.

Purchase ☒ is, [] is not, conditioned on Buyer obtaining a 148,000.00 loan. If so, this agreement is null and void unless on or before Sept 27 2002 Buyer obtain Lenders approval for a loan of not less than \$ 148,000.00 payable over not less than 30 years, (if FHA or VA loan, provisions on reverse side hereof are part of this agreement). Buyer agree to pay for any credit report or appraisal fee.

This Agreement [] is, ☒ is not, conditioned on sale of Buyer present home or on or before 20

Title to the property is to be free of all encumbrances or defects, except closing prorations, items listed below, exceptions on the reverse side hereof that are a part of this agreement and except for

Utilities: Seller warrant property is connected to [] public water system, ☒ well, [] public sewer system, ☒ septic tank, [] none of the foregoing. (If well or septic tank are checked, provisions on reverse side hereof are part of agreement).

Closing Costs and Prorations: Buyer and Seller shall each pay one half of escrow fees (if VA financed, seller pays). Taxes for current year, insurance, rents, interest, mortgage reserves, and water and other utilities constituting liens, shall be prorated as of closing. Buyer agree to pay for remaining oil in fuel tanks, if any.

Buyer shall be entitled to possession, ☒ on closing, or [] on Agreement contains the following additional terms and conditions See Addendum

Property now on premises excluded from sale All Sellers personal property

Personal property items included in the sale As per agreement

THE REVERSE SIDE OF THIS FORM contains provisions that constitute a part of this agreement. Each of the parties acknowledge reading this agreement in full.

Loni E. Day 8/12/02
Buyer
Robert Knapp 8/12/02
Seller
8-12-02

SCANNED

WARRANTY DEED

207716

For Value Received Robert E. Knapp and Laurie D. Knapp, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Loni E. Day, as her sole and separate property

whose address is: 3400 Fairway Dr., Soquel, CA 95073

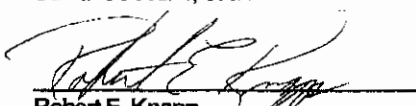
Hereinafter called the Grantee, the following described premises situated in Boundary County, Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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: October 4, 2002


 Robert E. Knapp

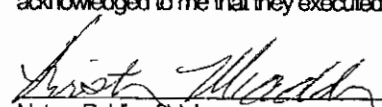

 Laurie D. Knapp

STATE OF Idaho

)ss.

COUNTY OF BOUNDARY

On this 8TH day of October, 2002, before me Kirsten Madden, personally appeared Robert E. Knapp and Laurie D. Knapp, known or identified to me, to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.


 Notary Public of Idaho
 Residing at: Boundary County, Idaho
 Commission Expires: 03/10/06

 STATE OF IDAHO } ss
 County of Boundary

 Filed for record at the request of 1st American Title
 on 10-9-02 at 4:55

 Diane M. Cartwright
 County Recorder

By Deputy

Fee \$

Mail to

6.00chgFBI/CO
 RECEIVED
 AUG 28 2007
 IDWR/North

RECORD OF SURVEY

SE 1/4. SECTION 34.

65 NORTH. RANGE 1

BOB KNAPP

A tract of land situated in the Southeast Quarter (SE 1/4) of Sec-

[illegible]

A tract of land situated in the Southeast Quarter (SE 1/4) of Sect.

North, range Over 1.3). East of the Boise Mountains, boundary curves, locally, more particularly, depressed (altitude, range Over 1.3).

[illegible]

JAMES R. STAPLES, LEAD LINED SUNCOR NO. 3628,

that the last part hereon is in accordance with the laws of the State of Illinois (Public Code 3-1-2709, 1973 and Illinois Code 55-1905) and accepted methods and procedures of surveying.

This Recuerdo of Surrency was filed for
of Esquivary Camille. Idaho, at the

14th day of June, 2000, at 8:05 A.M. and duly
recd in Book A of Surveys, Page 177 as Instrument No

1983/47
Kris Larson X. Madden

6.3. 2009 = 6.47% MAIN ST

208-267-7555

DATE: 10/10/2018	600
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524
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OWNER'S POLICY

SCHEDULE A

RECEIVE
AUG 28 2007
IDWR/North

Order No.: **BF7993**

Policy No.: **J 1086627**

Reference No.: **0011153467**

Amount of Insurance: **\$ 185,000.00**

Premium: **\$ 686.25**

Endorsements: **None**

\$ \$0.00

Date of Policy: **October 9, 2002** at **04:55 PM**

1. Name of Insured:

Loni E. Day

2. The estate or interest in the land which is covered by this policy is:

A fee simple interest

3. Title to the estate or interest in the land is vested in:

Loni E. Day, as her sole and separate property

4. The land referred to in this policy is described as follows:

A tract of land situated in the Southeast Quarter of Section 34, Township 65 North, Range 1 East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at the intersection of the east line of Section 34 and the southerly right of way of State Highway No. 95, which is N00°23'07"E, 640.05 feet from the East Quarter corner of Section 34; thence, leaving said east line and along said right of way S61°56'21"W, 1,838.80 feet to the TRUE POINT OF BEGINNING, thence, continuing along said right of way S61°56'21"W, 355.78 feet; thence, leaving said right of way S12°26'17"E, 704.45 feet; thence S70°21'39"E, 191.19 feet; thence N74°54'21"E, 64.40 feet; thence N61°45'20"E, 167.51 feet; thence N53°09'21"E, 261.55 feet; thence N33°14'18"W, 797.06 feet to the TRUE POINT OF BEGINNING.

**OWNER'S POLICY
SCHEDULE A**
(Continued)

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AUG 28 2007
IDWPNorth

Order No.: **BF7993**

SUBJECT TO an easement for access 40 feet in width as described in Instrument No. 130521.

SUBJECT TO an easement for access 40 feet in width, lying in the Southeast Quarter of Section 34, Township 65 North, Range 1 East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at the intersection of the east line of Section 34 and the southerly right of way of U.S. Highway No. 95, which is N00°23'07"E, 640.05 feet from the East Quarter Corner of Section 34; thence, leaving said east line and along said right of way S61°56'21"W, 2,090.60 feet to the TRUE POINT OF BEGINNING; thence, continuing along said right of way S61°56'21"W, 103.98 feet to the northwest corner of the above described tract; thence, leaving said right of way and along the west line of the above described tract S12°26'17"E, 41.53 feet; thence, leaving said east line and parallel to the right of way of U.S. Highway No. 95, N61°56'21"E, 116.72 feet; thence, along the westerly line of the access easement described in Instrument No. 130521, N30°16'55"W, 40.03 feet to the TRUE POINT OF BEGINNING, and the terminus of this easement.

SCHEDULE B

Order No.: **BF7993**

Policy No.: **J 1086627**

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EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

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, interest, 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 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 theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2002 taxes are an accruing lien, not yet due or payable.
8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
For: To erect, construct, reconstruct, and maintain an electric distribution line,
together with the right to inspect said line
In Favor of: Northern Lights, Inc.
Recorded: November 20, 1979
Instrument Number: 129661
9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
For: construction of animal waste systems

**OWNER'S POLICY
SCHEDULE B
(Continued)**

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IDWR/North

Order No.: **BF7993**

In Favor of: Boundary County Agricultural Waste Control Association
Recorded: May 6, 1982
Instrument No.: 138056

10. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
For: construction of animal waste systems
In Favor of: Boundary County Agricultural Waste Control Association
Recorded: August 14, 1981
Instrument No.: 136294
11. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
For: construction of animal waste systems
In Favor of: Boundary County Agricultural Waste Control Association
Recorded: August 12, 1981
Instrument No.: 136279
12. Road Maintenance Agreement Agreement upon the terms, conditions and provisions contained therein:
Parties:
Recorded: February 28, 1997
Instrument No. 184560
13. Well Agreement upon the terms, conditions and provisions contained therein:
Recorded: February 28, 1997
Instrument No. 184561
14. Deed of Trust and Second Home Rider to secure an indebtedness of \$148,000.00.
Recorded: October 9, 2002, as Instrument No. 207718
Grantor: Loni E. Day, as her sole and separate property
Trustee: Pioneer Title Company
Beneficiary: Wells Fargo Home Mortgage, Inc., its successors and/or assigns as their respective interests may appear.

END OF EXCEPTIONS