



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

August 7, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

LONI E DAY
HCR 61 BOX 146
BONNERS FERRY ID 83805

RE: Notice of Change of Ownership for Water Right: 98-4116

Dear Interested Party:

Our letter of June 4, 2007 (copy enclosed) requesting evidence of water right ownership for the above referenced water rights ownership change remain unanswered. Therefore, I am returning the Notice of Change in Water Right Ownership request. Copies of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

Please feel free to contact the Department if you have any questions.

Sincerely,

Brian Cox
Technical Reviewer

Enclosure

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
<i>WR 98-4116</i>					

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)

Patrick + Zila Carson / w/ie Kizer 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 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 <u>98-4116</u>		
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 & 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>NO16449</u>
Processed by _____	AJ Date _____	WR _____ Date _____

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

107 X

Bonnors 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 Bonnors 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 acquires 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 pro-rated 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