

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

RECEIVED

AUG 24 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 95-4316					

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)

Richard E. Antio & Dorothy Antio
Box 108, Route 2 Harrison, ID.

4. New Owner/Claimant(s)

Thomas & Eileen Little

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

New Mailing Address

1427 E. Gotham Bay Rd.

City, State and ZIP Code

Harrison, ID. 83833

New Telephone Number

208 664 6125

5. Date you acquired the property

10-1-83

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	10 gpm	11 acres 1 RESIDENCE
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)

Thomas Little
Eileen Little

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 CB Date 8/19/04 Fee \$25⁰⁰
 Receipted by CB Date 8/19/04 Receipt No. N016500
 Processed by _____ AJ Date _____ WR _____ Date _____



RECEIVED NOV 16 1983

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

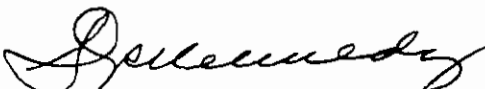
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

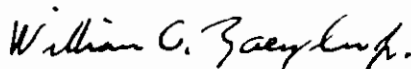
1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

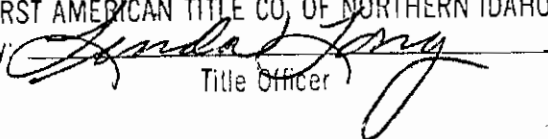
IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

FIRST AMERICAN TITLE CO. OF NORTHERN IDAHO
By:  Title Officer

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 244.13

Amount of Insurance: \$ 60,500.00

Policy No. D 422667
No. 22575

Date of Policy: November 8, 1983 at 4:30 p.m.

1. Name of Insured:

THOMAS E. LITTLE and EILEEN P. LITTLE

2. The estate or interest referred to herein is at Date of Policy vested in:

WESTERN UNITED LIFE INSURANCE COMPANY

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

FEE SIMPLE

SCHEDULE B

Order No. 22575

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
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.

Part Two:

1. General taxes for the year 1983, a lien not yet due or payable.
2. Attention is directed to affidavit recorded January 27, 1975 as Instrument No. 665820, records of Kootenai County, by the Idaho Panhandle Health District No. 1, relating to regulation of sewage facilities. Said matters are outside the coverage of the title insurance policy.

3. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein.

For: The right to erect, construct, reconstruct and maintain such electric line or lines as shall be necessary to furnish electric service; together with the right to inspect said line and to remove brush and trees there may interfere with the construction, maintenance and operation of the same

In Favor of: The Washington Water Power Company, a corporation, its successors and assigns

Recorded: February 26, 1948 in Book 138 of Deeds, page 189

Affects: Government Lot 2, Section 18, Township 49 North, Range 3 W.B.M.

4. Reservation contained in Patents as follows: "there is reserved from the lands hereby granted a right of way thereon for ditches or canal construction by the authority of the United States, and also subject to the right of the proprietor of a vein or lode to the extract and remove his ore therefrom, should the same be found to penetrate or intersection the premises hereby granted, as provided by law."

5. Title to that portion lying within the boundary of the County Road right of way.

6. Agreement executed by and between the parties herein named upon the terms, conditions and provisions therein provided.

Between: Western United Life Assurance Company

And: Thomas E. Little and Eileen P. Little, husband and wife

Dated: October 19, 1983

Recorded: November 8, 1983

Instrument No.: 955302

SCHEDULE C

The land referred to in this policy is situated in the State of
County of Kootenai

Idaho
and is described as follows:

That portion of Government Lot 2, Section 18, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, lying East of the County Road.

EXCEPT that portion described as follows:

Beginning at a point on the East right of way line of the County Road as the same exists on October 12, 1964 where said right of way line intersects the North line of said Government Lot 2; thence

East along the North line of said Government Lot 2, 275 feet; thence

South 275 feet; thence

West parallel to the North line of said government Lot 2 to the East right of way line of the County Road; thence

North along the East line of said County Road to the Point of Beginning.

Escrow No. 14429/kb
RE#0525-83
F#23840

955302

Sale Agreement

BOOK 129 PAGE 167

INDEXED

THIS AGREEMENT made and entered into this 19th day of October, 1983

by and between WESTERN UNITED LIFE ASSURANCE COMPANY

as vendors,

and

THOMAS E. LITTLE and EILEEN P. LITTLE, husband and wife

as purchasers,

WITNESSETH:

That the vendors agree to sell to the purchaser and the purchaser agrees to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in Kootenai County, State of Idaho to-wit:

That portion of Government Lot 2, Section 18, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, lying East of the County Road.

EXCEPT that portion described as follows:

Beginning at a point on the East right of way line of the County Road as the same exists on October 12, 1964 where said right of way line intersects the North Line of said Government Lot 2; thence

East along the North line of said Government Lot 2, 275 feet; thence

South 275 feet; thence

West parallel to the North line of said Government Lot 2 to the East right of way line of the County Road; thence

North along the East line of said County Road to the Point of Beginning.

SUBJECT TO: Easements, restrictions, reservations, conditions and covenants of record; and Reservation contained in Patents as follows: "there is reserved from the lands hereby granted a right of way thereon for ditches or canal construction by the authority of the United States, and also subject to the right of the proprietor of a vein or lode to the extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

The total purchase price is the sum of SIXTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$60,500.00), of which amount the purchaser has paid the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), receipt of which is hereby acknowledged by the vendors.

The balance of said purchase price being FIFTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$50,500.00), shall be paid by the purchaser in monthly installments of \$443.17, or more at purchaser's option, on or before the 4th day of December, 1983 and \$443.17, or more at purchaser's option, on or before the 4th day of each and every succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest at the rate of ten per cent per annum, from the 4th day of November, 1983, which interest shall be deducted from each installment and the balance applied in reduction of principal.

However, this contract shall be due and payable in full immediately upon sale or transfer.

The purchaser acknowledges that they have made a full inspection of the above described premises, and that they are purchasing said premises solely in an "as is" condition and that they have entered into this agreement in full reliance upon their own independent investigation as to the condition of said premises and not upon any representations thereto made by the seller or any agent or attorney for the seller.

It is acknowledged by all parties that the terms of this agreement may vary from the terms contained in the original receipt and agreement, and/or any other preliminary agreements made prior to the signing hereof in connection with this transaction. The parties hereto waive any claim each against the other by reason of such variance, it being agreed by all parties that the terms hereof shall control, and are accepted by all parties, as against any conflicting provisions of said preliminary agreement and/or any of them.

In the event that the purchasers shall fail to pay before delinquency any taxes or assessments or to insure the premises as hereinafter provided, the vendor may pay such taxes or assessments or effect such insurance, and upon delivery to the escrow agent of proper receipts, the amounts paid therefor shall be added to the contract balance by the escrow agent, without prejudice to other rights of the vendor by reason of such failure.

Purchaser will keep any improvements or future improvements located on the property and the contents thereof insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the seller and with loss payable first to seller as his

In case of damage or destruction from an insured peril, the proceeds of insurance remaining after payment of the reasonable expense of procuring the same, shall be used as follows at purchaser's option:

Application to the balance then remaining on the contract as an advance payment which shall not relieve purchaser from the payment of the minimum periodic installment payments until the contract balance is paid in full.

Repair or reconstruction of the damaged improvement, providing the proceeds are sufficient to repair or reconstruct the same in as good a condition as the same were immediately prior to the damage; provided, however, that purchaser may supplement said proceeds with additional funds so that said repair or reconstruction may be accomplished.

All proceeds of insurance or condemnation shall be paid directly to seller and after deducting the reasonable expenses incurred by seller in the collection of such proceeds, the proceeds shall be released to purchaser on satisfaction of the following conditions:

Receipt by seller of proof reasonably satisfactory to it that tenant leases providing for the payment of minimum annual rent of not less than \$ _____ are and will remain, despite such damage to the property, or conditioned on the repair or restoration thereof, in full force and effect.

Receipt by seller of a certificate by an architect satisfactory to seller stating that the work proposed is adequate to restore the property substantially in the same condition as existed prior to the damage or taking.

Receipt by seller of proof reasonably satisfactory to seller that the proceeds are sufficient to restore the property or that any deficiency will be available from purchaser.

Such additional conditions as may reasonably be imposed by seller to provide assurance that the proceeds will be used to restore the property, including, without limitation, seller's prior approval of plans and specifications for restoration, construction contracts for such restoration and seller's requirements concerning periodic inspections of the work as it progresses.

Upon completion of the restoration, seller shall pay the net proceeds to purchaser upon receipt of satisfactory evidence that the premises have been restored to the required condition, free of applicable state, local and other governmental laws and regulations.

If purchaser fails to satisfy any of the foregoing conditions or fails to exercise diligence in commencing and completing the work, seller may at its option apply the proceeds to the balance due hereunder or complete the necessary repairs and use the proceeds for the payment thereof. Purchaser agrees that subject to the condition of this section, purchaser will promptly commence and prosecute diligently the restoration and repair of any damage to the property by fire or other casualty or taking of any portion of the property in condemnation.

The purchaser agrees to keep the premises in good repair and to pay all taxes and assessments hereafter becoming a lien on said property before the same shall become delinquent.

The purchaser shall have possession and rents, if any of said property _____ date of closing and shall continue in such possession so long as the terms of this agreement are fully complied with.

In case any action shall be brought by the vendors to enforce any of the terms of this contract, or to forfeit the same, the purchaser shall pay, in addition to the cost and disbursements provided by law, a reasonable sum for attorney's fees in said suit or action.

In case the purchaser shall be delinquent in his payment, or otherwise in default hereunder, shall pay a reasonable sum for the preparation and service of the said notice not to exceed \$60.00 for each notice, and the same shall be paid in cash to the vendors or their attorneys.

Should the purchaser fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at vendor's option, may declare such forfeiture by written notice to the purchaser, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchaser shall forfeit to the vendors as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the vendors for that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein. Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail addressed to the vendors at the address below vendor's signature hereon and to the purchaser at the address below purchaser's signature hereon provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof.

In the event forfeiture is declared, all payments coming due during the thirty-day redemption period named therein, shall be automatically delinquent and must be paid in addition to the sums named in said forfeiture during the said thirty-day period to reinstate the contract.

After a Notice of Forfeiture has been given in the manner above provided, and after the thirty-day period has expired, in the event the purchasers shall not have vacated the premises, they shall be deemed tenants at sufferance, and shall be subject to all of the provisions of the unlawful detainer statute and laws of the State of Washington, and may be dispossessed in the manner provided under said law. This shall be cumulative and shall not bar any other remedy which the vendors shall have.

The purchaser hereunder assumes all risk of loss of damage to the property covered hereby from any cause and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish policy of title insurance certified to the date hereof, showing title in vendors free from incumbrance, except 1983 real estate taxes; easements, restrictions, reservations, conditions and covenants of record; _____; it being understood, however, that for the purpose of this instrument, the following shall not be considered as incumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United State of America, the State common to the platted tract in which the property is situate; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service; contracts common to the tract in which the property is situate with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except 1983 real estate taxes, easements, restrictions, reservations, conditions and covenants of record _____
It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with _____, which is hereby

appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendor's receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Time is of the essence of this agreement.

Thomas E. Little

Thomas E. Little

Eileen P. Little Purchasers

Route 2, Box 110, Harrison, Idaho 83833
Address

Western United Life Assurance Company

BY: _____

John Dillingham President

Reuel Swanson Vendors Secretary

W. 929 Sprague Ave., Spokane, Wa. 99204
Address

THIS IS NOT A SURVEY. THIS PLAT IS SUPPLIED BY
FIRST ABL... INFORMATION
PURPOSE... ASSUMES NO
LIABILITY FOR ITS ACCURACY.

LAKE

GOTHAM BAY

