

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.

RECEIVED
 JUL 31 2006
 IDWR/North

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 (under the "split" heading), 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 96-7098					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. 25
- 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) is 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**.

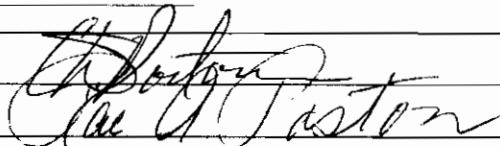
3. Name and Address of Former Owner/Claimant(s) ENA HOLLINSHEAD AND KEN HOLLINSHEAD
PO BOX 734, COEUR D'ALENE ID, 83814 (BOTH DECEASED)
4. New Owner/Claimant(s) CARY D AND RAE A POSTON
 Name Connector (Check one): ☒ and ☐ or ☐ and/or
- New Mailing Address 219 SPORTSMAN ACCESS RD
- City, State and ZIP Code COCDLALLA ID 83813
- New Telephone Number 208 263-4157
5. Date you acquired the property JUNE 22, 1996

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 <u>7/31/06</u>	Fee <u>\$25.00</u>	
Received by 	Date <u>7/31/06</u>	Receipt No. <u>0017786</u>	
Processed by _____	AI Date _____	WR _____	Date _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

RE-21
Rev. 4-83

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Cory Poston & Rachel Poston Sandpoint Idaho May 22 1996
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
Coconella County of Bonner

State of Idaho, commonly known as 244 Sportsman Acres DT9 Sandpoint
legally described as: S-55N-34W R212 Coconella Lake R212 RP 100610000 120 A
(36) (T55) (R2) Subdivision Coconella Lake R212 RP 100610000 120 A

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Twenty Five Thousand and no/100
DOLLARS (\$ 25,000.00) payable as follows:

- A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of Five thousand Dollars (\$ 5,000.00)
evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or
paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by _____ for the benefit of the parties hereto,
and _____ (Broker) shall hold the completely executed broker's copy of this agreement.
B. Balance of purchase price to be paid as follows: 42,500.00 at closing and 47,500.00 plus 5% interest
percent interest per annum on Nov. 22, 1996

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Now
If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:
parties agree that property is sold "as is." Parties further understand and assume that no liens or encumbrances of any nature exist or are imposed on the property.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that they each pay 50% of cost
Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be To be determined.
_____ is the broker responsible for the closing.
Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be June 22nd or sooner

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before as soon as possible and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of closing date except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions:

9. The following items of property now on the premises are specifically excluded from the sale: all furniture and appliances, personal properties (items)
The following items of personal property are specifically included in the sale: all stoves, water, microwave

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: _____ Selling Agency: _____

BUYER _____ By _____
BUYER _____ Buyer's Address _____
BUYER _____ Buyer's Phone _____

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.
Ken Hollinshead by Phil Nelson PA - 244 Sportsman Acres, Coconella, ID
Eric Hollinshead by Phil Nelson PA -

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 22nd day of May, 1996
Poston BUYER

STATE OF IDAHO _____
County of Bonner) ss

On this 22nd day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Phil Nelson for Ken & Eric Hollinshead & Cory & Rachel Poston
known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BUYER'S COPY—with Seller's Acceptance Phil Nelson 250 Sportsman Acres
Notary Public for Idaho _____ Residing at _____
Coconella, ID 83713



INSTRUM T NO.

486865

15197

Return to grantee

WARRANTY DEED

For Value Received KEN HOLLINSHEAD and ENA HOLLINSHEAD, husband and wife

The grantor(s), do(es) hereby grant, bargain, sell and convey unto CARY POSTON and RAE POSTON, husband and wife

the grantee(s), whose current address is 32208 7th Place S.W., Federal Way, WA 98023-5539

the following described premises, in Bonner

County Idaho, to-wit:

See Exhibit A Attached hereto and made a part hereof.

Assessor's Parcel No:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except specific matters of record as shown above,

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

Dated: May 28th, 1996

X Ken Hollinshead by
KEN HOLLINSHEAD
Phil Kelson Attorney in fact.

X Ena Hollinshead by
ENA HOLLINSHEAD
Phil Kelson Attorney in fact.

STATE OF Idaho)
COUNTY OF Bonner) SS.

On this 14th day of June, 19 96, before me, the undersigned, a Notary Public in and for said State, appeared Phil Kelson

known or identified to me to be the person whose name is subscribed to the within instrument as Attorney in Fact of Ken Hollinshead & Ena Hollinshead acknowledged to me the subscribed the name of Ken Hollinshead & Ena Hollinshead there to as principal and own name as Attorney in Fact.

Sara A. Fedak
Notary Public in and for said County and State

Residing at: Sagle
Commission Exp: 7-25-2000

RECORDING DATA:

Landpoint title Insurance
FILED BY
'96 JUN 14 PM 3 58
HARVE SCOTT
RECORDER OF BONNER
COUNTY BY PS DEP.

EXHIBIT "A"

IN THE STATE OF IDAHO, COUNTY OF BONNER

Lot 12 of COCOLALLA LAKE LOTS, according to the plat thereof, recorded in Book 1 of Plats, Page 191, records of Bonner County, Idaho. ALSO a pertetual easement for ingress and egress to and from the county road bordering on the rear of Lot 11 of Cocolalla Lake Lots over a private road as now constructed over and across said Lot 11 leading from said county road to said Lot 12, said grant to be to the purchasers, their heirs and assigns. ALSO a perpetual easement to the purchasers of said Lot 12, their heirs and assigns, to use water when available for domestic use only from the well located on Lot 11 of said Cocolalla Lake Lots through the water pipeline as presently constructed and laid out between said Lots 11 and 12, with the right to enter upon said Lot 11 for the purpose of making any repairs or renewals of said water pipeline, such repairs and renewals to be made a the expense of the purchasers, their heirs and assigns, who shall also bear one-third of the expense of the repair and the maintenance of said well on said Lot 11, and one-third of the cost of electricity used in pumping water from said well so long as said purchasers of said Lot 12, their heirs and assigns take and use water from said well on Lot 11.

SUBJECT TO:

GENERAL TAXES FOR THE YEAR 1996.

EASEMENT AND CONDITIONS CONTAINED THEREIN:

INSTRUMENT NO.: 104659

BOOK/PAGE: 118 OF DEEDS/PAGE 227

FOR: USE AND BENEFIT OF THE OWNERS OF LOTS 8, 9 AND 10 OF COCOLALLA LAKE LOTS, THEIR HEIRS AND ASSIGNS AS A MEANS OF INGRESS AND EGRESS TO AN FROM SAID LOTS 8, 9 AND 10 OVER AND ACROSS THE PRIVATE ROAD AS NOW CONSTRUCTED AND USED, TRAVERSING LOTS 11 AND 12 OF SAID COCOLALLA LAKE LOTS AND CONNECTING UP WITH THE COUNTY ROAD, SAID EASEMENT TO RUN WITH THE LAND, BUT NO VEHICLES OTHER THAN THOSE CONCERNED WITH THE OWNERS OF SAID LOT 12 SHALL BE ALLOWED TO BE PARKED ON ANY PART OF SAID LOT 12.

TERMS AND CONDITIONS OF BENEFICIAL EASEMENT TO WELL LOCATED ON LOT 11 AS DISCLOSED BY WARRANTY DEED RECORDED AS INSTRUMENT NO. 104659, IN BOOK 118 OF DEEDS AT PAGE 227, RECORDS OF BONNER COUNTY, IDAHO.

WARRANTY DEED

J:15197EXA/PAGE 2