



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

AUG 27 2003

KM

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 2/6/02

Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township 54 N. Range 2 W.
Section 27, 1/4 of E1/2 ~~of~~ NW 1/4, Govt. Lot 1, 2, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☒ Water Right Number(s) See Attached Copies:
Assigned by IDWR: 96-7617, 96-7015, Amended Judgment 2/28/73 in
Peck v. Sharrow, Bonner County No. 10688 96-13
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Harold H. or Joan L. Sharrow
- ☐ New Owner/Claimant (Purchaser): Edgewater Timber, L.L.C.
- ☐ New Mailing Address: c/o Manager - Christopher J. Hansen
P.O. Box 595
Bayview, ID 83803
- ☐ New Telephone Number: (208) 683 - 2995
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: See (2) attached Warranty Deeds and Title Report

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Randall C. Budge Date _____
Attorney for Edgewater Timber, LLC Date 8/19/03
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

SUPPORT DATA

IN FILE #

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

8.25.03 \$75.00 N015867

96-13

Return to
Grantee



596230
WARRANTY DEED

INSTRUMENT NO. 00028777

SANDPOINT TITLE INSURANCE

2002 FEB 11 P 4:21

MARIE SCOTT
BONNER COUNTY RECORDER

gmb DEPUTY

For Value Received JOAN L. SHARROW, A Widow, the grantor(s), do(es) hereby grant, bargain, sell and convey unto CHRIS J. HANSEN and CINDY D. HANSEN, Husband and Wife, the grantee(s) whose current address is P.O. Box 595, Buyview, ID 83803, the following described premises, in Bonner County Idaho, to wit:

NWNW
SWNW

Government Lots 1 and 2 and the East half of the Northwest quarter of Section 27, Township 54 North, Range 2 West, Boise Meridian, Bonner County, Idaho.

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 those matters shown on the Exceptions Exhibit attached hereto and made a part hereof, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 6 Feb 02

Joan L. Sharrow
Steven H. Sharrow



JOAN L. SHARROW by STEVEN H. SHARROW,
her Attorney in Fact

STATE OF ~~MAHO~~ Oregon }
COUNTY OF ~~BONNER~~ Benton } SS

On this 6th day of Feb., 2002, before me, the undersigned, a Notary Public in and for the said State, personally appeared STEVEN H. SHARROW known or identified to me to be the person whose name is subscribed to the within instrument as Attorney in Fact of JOAN L. SHARROW, and acknowledged to me that he subscribed the name of JOAN L. SHARROW thereto as principal and own name as Attorney in Fact.

Louise E. Barker
Notary Public in and for said County and State

Residing at: 148 NW 25th Corvallis OR
Commission Exp.: 4/30/02

RECORDING DATA:

EXCEPTIONS EXHIBIT

SUBJECT TO:

GENERAL TAXES FOR THE YEAR 2002.

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: JOHN E. FLYNN

AND: UNITED STATES OF AMERICA

DATED/RECORDED: OCTOBER 25, 1963/NOVEMBER 4, 1963

INSTRUMENT NO: 92832

PURPOSE: RIGHT OF USE AGREEMENT

AMENDED JUDGMENT, BY AND BETWEEN WESLEY W. PECK ET AL, PLAINTIFFS, vs, HAROLD H. SHARROW, ET AL, DEFENDANTS, RECORDED MARCH 5, 1973, AS INSTRUMENT NO. 147414, REGARDING WATER RIGHTS AND USAGE, RECORDS OF BONNER COUNTY, IDAHO.

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MICHAEL R. LIMAKKA

AND: JOAN L. SHARROW

RECORDED: JUNE 26, 1996

INSTRUMENT NO: 487461

PURPOSE: ROAD MAINTENANCE AGREEMENT

QUESTION OF LEGAL ACCESS. THERE IS NO RECORDED MEANS OF INGRESS OR EGRESS FROM THE SUBJECT PREMISES TO A PUBLIC ROAD. IT IS ASSUMED THAT THERE EXISTS A VALID EASEMENT FOR THAT PURPOSE OVER ADJOINING LANDS, BUT THE COMPANY DOES NOT INSURE AGAINST ANY RIGHTS BASED ON A CONTRARY STATE OF FACTS.

APPROVED AND ACCEPTED:

**Joan L. Sharrow by
Steven H. Sharrow POA*

Return to Lukins & Annis
250 NW Blvd, S 103
Coeur d'Alene, ID 83814
Attn: Ed Wroe

596231
QUIT CLAIM DEED

FILED BY
SANDPOINT TITLE INSURANCE
2002 FEB 11 P 4:22
300
MARIE SCOTT
BONNER COUNTY RECORDER
JMB DEPUTY

FOR VALUE RECEIVED, CHRIS J. HANSEN and CINDY D. HANSEN
("Grantors"), do hereby convey, release, remise, and forever quit claim unto EDGEWATER
TIMBER, L.L.C., an Idaho limited liability company ("Grantee"), whose address is Post
Office Box 8, Bayview, Idaho 83803, that certain real property, together with all appurtenances,
located in Bonner County, Idaho, which is more particularly described as follows:

Government Lots 1 and 2 and the East half of the Northwest quarter of
Section 27, Township 54 North, Range 2 West, Boise Meridian, Bonner
County, Idaho.

including any after-acquired title.

DATED this 31st day of January, 2002.

Chris J. Hansen
CHRIS J. HANSEN

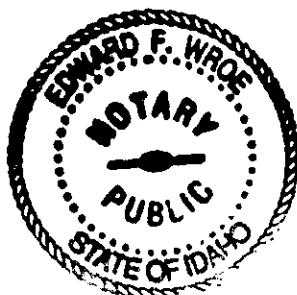
Cindy D. Hansen
CINDY D. HANSEN

ACCOMMODATION RECORDING
SANDPOINT TITLE INSURANCE CO. HAS
NOT EXAMINED THIS DOCUMENT. ASSUMES
NO LIABILITY AS TO ITS VALIDITY AND
ITS EFFECTS UPON THE TITLE

STATE OF IDAHO)
:ss
County of Bonner)

On this 31st day of January, 2002, before me,
EDWARD F. WROE, a Notary Public in and for the State of Idaho, personally appeared
Chris D. Hansen and Cindy D. Hansen, husband and wife, known or identified to me to be the
persons whose names are subscribed to the within instrument, and acknowledged to me that they
executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Edward F. Wroe
Notary Public for Idaho
Residing at DRAVEN GARDENS
Commission expires 11/27/06



Sandpoint Title Insurance, Inc.

Agent for
Transnation Title Insurance Company
OWNER'S TITLE INSURANCE POLICY

Schedule A

File Number **00028777**
Date of Policy: **02/11/2002 at 4:22 P.M.**

Policy Number: **A38-0025622**
Amount of Insurance **\$350,000.00**
Premium: \$1,317.50 Shows Credit: ☐

1. Name of Insured:

EDGEWATER TIMBER, L.L.C.

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

Fee Simple

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

EDGEWATER TIMBER, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

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

Government Lots 1 and 2 and the East half of the Northwest quarter of Section 27, Township 54 North, Range 2 West, Boise Meridian, Bonner County, Idaho.

Sandpoint Title Insurance, Inc.

By: _____

Authorized Officer of Agent

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

State of Idaho
County of Bonner

Filed Mar 1 1973 at 2:57 o'clock P.M.
DORIS L. KENNEY
Clerk of D. C.

Sh
Deputy

432

147414

State of Idaho
County of Bonner

I, Doris L. Kenney, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now on file in my office. Witness my hand and the seal of said Court on this, the 5th day

of March 1973.
By Marshall Sharrow Doris L. Kenney, Clerk, Deputy

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

WESLEY W. PECK, et al,
Plaintiffs,
vs.
HAROLD H. SHARROW, et al,
Defendants.

No. 10688

AMENDED JUDGMENT

The above matter having come on duly before the undersigned Judge of the above entitled Court on June 20, 1972, at the hour of 9:30 o'clock A.M.; plaintiffs appearing in person and with one of their attorneys, Everett D. Hofmeister, and defendants, Harold H. Sharrow and Joan L. Sharrow, appearing in person and with one of their attorneys, Raymond T. Greene, Jr., and witnesses having been sworn and testified and the Court having heretofore on January 9th, 1973 entered its Findings of Fact and Conclusions of Law and objections having been made thereto and proposed amendments offered thereto which objections and amendments came on regularly for hearing before the Court on February 23rd, 1973, and the Court having received and considered the same and having entered herein its Amended Findings of Fact and Conclusions of Law, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

(1) That as between the parties hereto the waters of

MAILED FOR RECORD
DORIS L. KENNEY, BONNER COUNTY RECORDER

RECEIVED
BOOK NO. 268
JUL 2 1973

Sallee Creek in Bonner County, Idaho, are given the following rights and priorities:

To the plaintiffs for domestic and irrigation purposes upon the northeast quarter of the southeast quarter and the west half of the southeast quarter in Section 28, Township 54 North, Range 2, West Boise Meridian, 0.2 cubic feet per second with date of priority August 3, 1935; 0.8 cubic feet per second, date of priority June 5, 1944.

To the defendants for domestic and irrigation purposes upon the northwest quarter of Section 27, Township 54 North, Range 2, West Boise Meridian, 0.16 cubic feet per second, date of priority September 1, 1965.

(2) That pursuant to Idaho Code 42-702 plaintiff shall place in Sallee Creek at a point above and as near as practicable to the backwater of their reservoir, such system or device as the Department of Water Administration of the State of Idaho may require for measuring the flow of water at such point and in accordance with the plans and specifications which shall be furnished by such Department.

(3) That the defendants be, and hereby are, enjoined and prohibited from diverting any waters of any tributaries of Sallee Creek at any time that the flow of said creek at said measuring device is less than 1.0 cubic feet per second, except that defendants may divert and use waters from such tributaries at such time as the plaintiffs are not putting to beneficial use the full amount of their 1.0 cubic feet per second water rights and that the defendants are given reasonable access to the site of said measuring device and the readings thereon as they may deem necessary to make such determinations.

(4) That the plaintiffs shall have and recover their costs herein taxed in the amount of \$ 51.70.

Dated and done this 28th day of February, 1973.

WATT E. PRATHER

WATT E. PRATHER, District Judge