

Sofia Smetheram
1904 McKinley St.
Enumclaw, WA 98022
360 825 2027.
24th of June 2009

IDWR Northern Region
7600 Mineral Dr. Suite 100
Coeur d'Alene, ID 83815

To whom it may concern.

I am enclosing the following forms

- 1) Check # 3117 \$25⁰⁰
- 2) Notice of claim to a water Right civil case 49576
- 3) Description of your Portion of water Right.
- 4) Notice of change in water right ownership
- 5) Change in address.
- 6) Warranty deed
- 7) Real property Exchange Agreement and promissory note

Sincerely Yours
Sofia Smetheram

5. Date you acquired the property

16th day of October 2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic ☒	<u>.04 CFS</u>	<u>1/4 acre, one home</u>
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Sofia Smedley

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

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

RECEIVED
JUN 25 2009
IDWR / NORTH

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 (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
95-4101	49576				

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 on file with the county Planning and Zoning or Recorder's Office). *Not necessary.*
- OR**
- D. 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 or equivalent **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)

Lester & Dorothy Hildahl
6415 N. Lakeview Ave.
Rathdrum, ID 83858

4. New Owner/Claimant(s)

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

New Mailing Address

Lester Sofia Smetheram

City, State and ZIP Code

1904 McKinley St Enumclaw, WA 98022

New Telephone Number

(360) 825 2027 Email: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**CHANGE IN ADDRESS**

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

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[] Water Right Number(s): 95-4101

[] Name(s): Sofia Smetheram

[] Old Mailing Address: _____

[] New Mailing Address: Sofia Smetheram
1904 McKinley St.
Enumclaw, wa 98022

Telephone Number: (360) 825 - 2027

Email: _____

[] Signature(s) of Owner(s) Sofia Smetheram

(Include your title if on behalf of company or organization)

Date: 6 - 24 - 09

Send a signed original to your closest regional office:

+ IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

1040180

WARRANTY DEED

BOOK 342 PAGE 944

For Value Received LESTER G. HILDAHL and DOROTHY E. HILDAHL, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

DONALD F. SMETHERAM and SOFIA SMETHERAM, husband and wife and HERBERT E. SMETHERAM and BEVERLY J. SMETHERAM, husband and wife

the grantees, whose current address is 1904 McKinley Street Enumclaw, WA 98022

the following described premises, in Kootenai

County Idaho, to-wit:

All of Lot 2 and that portion of Lot 3, described as follows:

Beginning at the Southeasterly Corner of Lot 3; thence North-easterly 145 feet, more or less, to the Northeast Corner of said Lot; thence, Northwesterly along said Lot line 5 feet; thence, Southwesterly 145 feet, more or less, to the lot line; thence, Southeasterly along said Lot line 5 feet to the point of beginning, being the Southerly 5 feet of said Lot 3, all in Block 19 of Fir Grove Addition to Fish Lake, according to the Plat recorded in Book C of Plats, at Page 38, Records of Kootenai County, Idaho.

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee \$, their heirs and assigns forever. And the said Grantor \$ do hereby covenant to and with the said Grantee \$, that they ^{are} the owners in fee simple of said premises; that they are free from all incumbrances.

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

Dated: March 27, 1986

Lester G. Hildahl
LESTER G. HILDAHL

Dorothy E. Hildahl
DOROTHY E. HILDAHL

ORIGINAL

**REAL PROPERTY EXCHANGE AGREEMENT
AND PROMISSORY NOTE**

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COMES NOW, SOFIA SMETHERAM, a single person, hereinafter called the "First Party", without regard to the singular or plural; and HERBERT E. SMETHERAM and BEVERLY J. SMETHERAM, husband and wife, hereinafter called the "Second Party", without regard to the singular or plural and mutually covenant, agree and acknowledge the following:

RECITAL: The parties mutually agree and acknowledge the following facts, as concerns this transaction, to wit:

1) That First Party and Second Party own an undivided one half ($\frac{1}{2}$) interest each in two (2) separate pieces of real property described as follows:

All of Lot 2 and that portion of Lot 3, described as follows:

Beginning at the Southeasterly Corner of Lot 3; thence Northeasterly 145 feet, more or less, to The Northeast Corner of said Lot; thence, Northwesterly along said Lot line 5 feet; thence, Southwesterly 145 feet, more or less, to the lot line; thence, Southeasterly along said Lot line 5 feet to the point of beginning, being the Southerly 5 feet of said Lot 3, all in Block 19 of Fir Grove Addition to Fish Lake, according to the Plat recorded in Book C of Plats, at Page 38, Records of Kootenai County, Idaho.

Lots 1 and 2 in Block 18, Lot 1 in Block 19 and vacated street between Block 18 and 19, and all existing right of ways of Fir Grove Addition to Fish Lake, Kootenai County, Idaho

2) That the parties now desire to divide their real property so each party will own one parcel entirely, rather than only a one half ($\frac{1}{2}$) undivided interest.

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3) That the parties have agreed due to the one parcel being more valuable than the other, that a payment will be made at the time of the exchange of Deeds, with the balance to be paid July 1, 2003.

4) That each parcel is being exchanged in an "as is" condition and each party has examined and is very familiar with each parcel in their existing condition.

Based on the foregoing, IT IS MUTUALLY AGREED AND COVENANTED by First Party and Second Party as follows:

CONVEYANCE OF REAL PROPERTY: That Second Party hereby agrees to deed by Warranty Deed, their undivided one half (1/2) interest in the following described real property to First Party in fee simple title, to wit:

All of Lot 2 and that portion of Lot 3, described as follows:

Beginning at the Southeasterly Corner of Lot 3, thence Northeasterly 145 feet, more or less, to the Northeast Corner of said Lot; thence, Northwesterly along said Lot line 5 feet; thence, Southwesterly 145 feet, more or less, to the lot line; thence Southeasterly along said Lot line 5 feet to the point of beginning, being the Southerly 5 feet of said Lot 3, all in Block 19 of Fir Grove Addition to Fish Lake, according to the Plat recorded in Book C of Plats, at Page 38, Records of Kootenai County, Idaho.

PAYMENT: First Party agrees and hereby promises to pay unto Second Party as consideration for the conveyance by Second Party to First Party of the above described real property, the sum of TWENTY FIVE THOUSAND AND NO/100'S (\$25,000.00) DOLLARS in lawful money of the United States of America. Said sum to be paid by First Party to Second Party in the amount of TWENTY THOUSAND AND NO/100'S (\$20,000.00) DOLLARS at the time of the exchange of Deeds by the respective parties. First Party to pay the remaining unpaid principal sum of FIVE THOUSAND AND NO/100'S (\$5,000.00) DOLLARS on or before July 1, 2003. The parties agree no interest is to be paid on the FIVE THOUSAND AND NO/100'S

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NO/100'S (\$5,000.00) DOLLARS balance owed by First Party to Second Party.

First Party agrees to pay unto Second Party all costs and attorneys fees Second Party may incur if Second Party takes any type of legal action to collect on the above unpaid principal balance for non payment. Said fees to include any action on appeal or in Bankruptcy Court.

VALUATION OF REAL PROPERTY: It is mutually agreed by First Party and Second Party in determining a valuation for each parcel of real property they used the 2002 Assessment Notice of Ray Lee, Kootenai County Assessor, for each parcel. That each party accepts and is satisfied entirely with the valuation of Ray Lee, Kootenai County Assessor, as a fair and valid method of evaluating the fair market value of each parcel for determining the amount to be paid by First Party to Second Party as set forth above.

CONVEYANCE OF REAL PROPERTY TO SECOND PARTY: That First Party hereby agrees to deed by Warranty Deed her undivided one half (1/2) interest in the following described real property to Second Party in fee simple title, to wit:

Lots 1 and 2 in Block 18, Lot 1 in Block 19
and vacated street between Block 18 and 19,
and all existing right of ways of Fir Grove
Addition to Fish Lake, Kootenai County, Idaho

PAYMENT: Second Party is not to pay First Party any sum of money for the above described conveyance, as the consideration for the conveyance is the exchange or conveyance by Second Party to First Party plus payment described above.

REAL PROPERTY TAXES: It is agreed each party shall pay all real property taxes on the respective parcel being conveyed to them for the year 2002 and subsequent years, with no proration of taxes being part of this transaction.

ADDRESSES: The respective addresses for the exchange of Warranty Deeds and money payments is as follows:

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FIRST PARTY

Sofia Smetheram
1904 McKinley St.
Enumclaw, WA 98022

SECOND PARTY

Herbert & Beverly Smetheram
3985 Lake Mira Drive
Orlando, FL 32817

EXCHANGE OF DEEDS AND MONEY: This document, plus the Warranty Deed to be executed by First Party shall be mailed to First Party initially, in care of her attorney, Daniel A. Farr, 3255 Griffin Avenue, Enumclaw, WA 98022. First party shall execute this Agreement and if acceptable, mail to Second Party for signature. First Party shall mail to R. Romer Brown, Attorney at Law, PO Box 1148, Coeur d Alene, Idaho 83816, a cashier's check for \$20,000.00, made payable to Brown & Justh Trust Account, plus the executed original Warranty Deed of Conveyance to Second Party.

Second Party, upon receipt of this document and Warranty Deed of Conveyance, shall execute both if acceptable, and mail the same to R. Romer Brown at the above described address.

Upon receipt of both executed Warranty Deeds, cashier's checks and executed Agreement, Attorney R. Romer Brown will record the two Deeds in the Kootenai County Recorder's Office and mail the original Deeds to each party and a trust check in the sum of \$20,000.00 to Second Party. Second Party shall provide to Attorney, R. Romer Brown, their Social Security Numbers as a 1099 Tax Form needs to be filed with the IRS for the year 2002.

ENTIRE AGREEMENT: This is the entire Agreement of the parties and any addition or modification shall be in writing in basically the same form as this Agreement.

DATED this 16th day of OCTOBER, 2002.

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JUN 25 2003

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FIRST PARTY

Sofia Smetheram
SOPHIA SMETHERAM
SOFIA

SECOND PARTY

Herbert E. Smetheram
HERBERT SMETHERAM
Beverly J. Smetheram
BEVERLY J. SMETHERAM

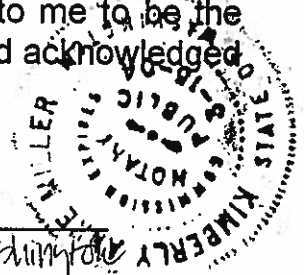
STATE OF Washington)
County of King) (Ss

On this 27th day of September, 2002, before me a Notary Public in and for said State personally appeared SOPHIA SMETHERAM known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my official seal.

Kimberly Anne Miller

NOTARY PUBLIC FOR: Washington
Residing at: Enumclaw
My Commission Expires: 3/15/04



STATE OF FLORIDA)
County of ORANGE) (Ss

On this 16 day of October, 2002, before me a Notary Public in and for said State personally appeared HERBERT E. SMETHERAM known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my official seal.



Mary M. Keck
NOTARY PUBLIC FOR:
Residing at: Altamonte Springs, FL
My Commission Expires: 8/19/06

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STATE OF FLORIDA)
County of ORANGE (Ss)

On this 15th day of OCTOBER 2002, before me a Notary Public in and for said State personally appeared BEVERLY J. SMETHERAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my official seal.

Frank M. Dayao

NOTARY PUBLIC FOR:

Residing at: WINTER PARK, FL.

My Commission Expires:

NOVEMBER 2, 2005



Frank M. Dayao
Commission # DD059707
Expires Nov. 2, 2005
Bonded Through
Atlantic Bonding Co., Inc.