

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

RECEIVED
 JAN 13 2010
 IDWR/NORTHERN

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)
95-4051					
95-4052					

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).
- 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)	ELMER L AND/OR ELFIE L PIERSON SEE ATTACH #1 CURRENT ADDRESS AS BELOW
4. New Owner/Claimant(s)	BEN E ZIMMERMAN
New Mailing Address	893 S PLEASANT VIEW RD
City, State and ZIP Code	POST FALLS ID 83854-6900
New Telephone Number	(208) 818-1167

5. Date you acquired the property

FEBRUARY 11,
1985

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		
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)

Ben E Zimmerman

(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 _____

DEED OF TRUST

COPY

THIS DEED OF TRUST is made this 30th day of February 19 85, among the Grantor, BEN E. ZIMMERMAN AND KATHRYN A. ZIMMERMAN, HUSBAND AND WIFE (herein "Borrower"), THE TITLE AND TRUST COMPANY, an Idaho Corporation, (herein "Trustee"), and the Beneficiary, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF COEUR D'ALENE, an association organized and existing under the laws of the United States of America, whose address is 401 FRONT ST., P. O. BOX 400, COEUR D'ALENE, IDAHO 83814 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KOOTENAI, State of Idaho:

A parcel of land on the Southern boundary of Lot 4, Section 7, Township 50 North, Range 5 W.B.M., Kootenai County, State of Idaho, beginning at an iron pipe on the Northerly or right bank of the Spokane River and on the Easterly line of said Section 7, 2302 feet South of the Northeast corner of said Section; thence West 348.6 feet to an iron pipe near the Eastern boundary of the County Road right of way; thence following the road right of way Southerly South 16°32' East, 199.4 feet to a stake; thence South 6°15' East, 143.8 feet to a stake; thence South 12°29' West, 91.4 feet to a stake; thence South 36°57' West, 291.5 feet to the old Highway bridge abutment; thence South 30° East, 18 feet to the bank of the Spokane River; thence along the bank of the Spokane River to the POINT OF BEGINNING, past stakes as follows:

North 41°45' East, 317.7 feet; thence
North 26°40' East, 165.0 feet; thence
North 38°8' East, 52.8 feet; thence
North 30°13' East, 282.0 feet to the POINT OF BEGINNING.

which has the address of S. 956 PLEASANT VIEW ROAD, POST FALLS,
(Street) (City)
IDAHO 83854 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

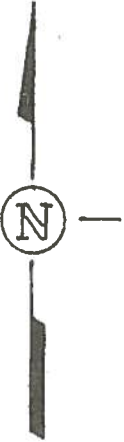
To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated February 11, 1985 (herein "Note"), in the principal sum of EIGHTYEIGHT THOUSAND AND NO/100* * * * * * (\$88,000.00) * * * * * Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2015; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

COPY

SITE PLAN

Jacklin Seed Co Property



Proposed abandonment

Post Falls Hwy Dist

CITY OF POST FALLS

Pleasant View Road

348.6'

199.4'

282'

143.8'

52.8'

165'

91.84'

291.5'

317.17'

SPOKANE RIVER

Zimmerman Property



95-8925
1/12/2010

95-8925
1/12/2010

95-8925
1/12/2010

1/12/2010

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

Rev. 11-81

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

Copied Alone Idaho 1-29 1985
Ben E. + Kathryn A. Zimmerman (Husband & Wife)
 (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 _____, County of Kootenai, State of Idaho, commonly known as Sec 7 Twp 50 N.S. W.B.M. Prairie. Property approx 19 Acres, legally described as: Tax # 4181 Sec 7 - Twp 50 - See Attached

(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 One Hundred & Ten Thousand and No/100 DOLLARS (\$ 110,000.00) payable as follows:

- A. Earnest Money.
 (a) Buyer hereby deposits and a receipt is hereby acknowledged of Five Hundred Dollars (\$ 500.00) 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 C-21 Town & Country Realty Inc for the benefit of the parties hereto, and C-21 Town & Country Realty - Robert Draper (Broker) shall hold the completely executed broker's copy of this agreement.
 B. Balance of purchase price to be paid as follows: \$110,000 including E/M.

Note: This entire Transaction including earnest money is subject to buyers obtaining New Loan From 1st F&B Sav. & Loan. The buyers will furnish loan confirmation by 2-10-85.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 1-31-85. 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: None

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 Safeco 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 Safeco C-21 Town & Country Realty, Inc 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 2-20-85

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 3-15-85 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 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: Seller to provide buyers with Copy of Water Rights.

9. The following items of property now on the premises are specifically excluded from the sale: 2 white Wagons, wheels, special shocks, ball & bearings, small Flamingo Trailer, Bunkies, washer, dryer, duffel bag, & Robert's garage chair
 The following items of personal property are specifically included in the sale: Engel & Draper

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: C-21 Town & Country Selling Agency: C-21 Town & Country
 By: Ben E. Zimmerman By: Walt Zimmerman

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
NORTHERN DISTRICT OFFICE



Cecil D. Andrus
Governor
R. Keith Higginson
Director

401 Front Ave., Rm. 209
Coeur D'Alene, Idaho 83814
(208) 667-6484

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

January 29, 1973

Re: Claim to a Water Right No. 95-4051
" " " " " " 95-4052

Elmer L. &/or Elsie L. Pierson
Route #2, Box 303
Post Falls, ID 83854

Dear Mr. & Mrs. Pierson:

The Department of Water Administration has completed the processing of your claims to a water right, and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claims will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of a claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim files, you may have that information or evidence added at any time. Please refer to your claim numbers when corresponding with this office.

We are enclosing, for your records, copies of your claims. If you have any questions, or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Fred Eisenbarth
Water Resource Supervisor
Northern District

FE:CR

Enc: copies of claims

COPY

**NOTICE OF CLAIM TO A
WATER RIGHT**
No. 95-4052

Notice is hereby given that Elmer L. &/or Effie L. Pierson Route No. 2, Box 303, Post Falls, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 0.02 cubic feet per second of water from the Spokane River with point of diversion in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, T. 50N, R. 5W, B. M., Kootenai County.

The water is claimed to be used from March 15 to Nov. 15 for the irrigation of one acre with a priority of 1908; the place of use is within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, T. 50N, R. 5W, B. M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 401 Front Avenue, Coeur d'Alene, Idaho 83814.

R. KEITH HIGGINSON
Director

Published in the Post Falls Tribune, Post Falls, Idaho, on Jan. 11 and Jan. 8, 1973.

1-11 2tc

AFFIDAVIT OF PUBLICATION

County of Kootenai } ss.
STATE OF IDAHO }

JEANNETTE S. ROSIN, being first duly sworn, deposes and says that she is the publisher of THE POST FALLS TRIBUNE, a newspaper published weekly at Post Falls, Kootenai County, Idaho, and of general circulation therein.

That the Notice of Claim to A Water Right

No. 95-4052-Pierson a true printed copy of which is attached to the margin hereof, has been and was correctly printed and published in the regular and entire issue of every number of said newspaper and not in any supplement thereof or thereto for two consecutive issues, commencing with the issue dated January 11, 19 73 and ending with the issue dated January 18, 19 73

Subscribed and sworn to before me, this 18th

day of January, 1973

C. L. Higgins
Notary Public for the State of Idaho
Residing at Post Falls, Idaho

Publication Fee \$ 12.95
(35)

15 4052