

RECEIVED

JAN 10 2012

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

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)
95-7580					

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)

NORMAN Speerle

4. New Owner/Claimant(s)

HOWARD E Welch & Roberta A. Welch

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

New Mailing Address

8865 E. Fernan Lake Rd.

City, State and ZIP Code

COEUR d'Alene, ID 83814

New Telephone Number

208) 667-2371

SCANNED
JAN 10 2012

5. Date you acquired the property

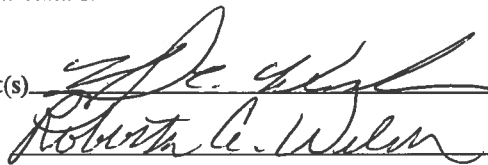
9-15-2011

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)



(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 _____

Emel Davis



Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 140882

**This deed is being Rerecorded to amend the Grantee's vesting.

CLIFFORD T. HAYES 1P 2328347000
KOOTENAI COUNTY RECORDER Page 1 of 1
DLS Date 09/22/2011 Time 03:10:11
REQ OF PIONEER TITLE
RECORDING FEE: \$10.00
2328347000 DD

WARRANTY DEED

For Value Received Norman Elmer Sperle and Irene L. Sperle
as trustees of the Norman and Irene Sperle Revocable Inter Vivos Trust

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Howard E. Welch and Roberta Anne Welch, as trustees of the Howard E. Welch and Roberta Anne Welch Trust, dtd 5-28-92
~~husband and wife~~

hereinafter referred to as Grantee, whose current address is

8865 E. FERNAN Lake Rd Coeur d'Alene ID
83814

the following described premises, to-wit:

Tract 259, less the East 414 feet thereof, less the North 160 feet thereof, HAYDEN LAKE
IRRIGATED TRACTS, according to the amended plat recorded in the office of the County Recorder
in Book "C" of Plats at Pages 66 and 67, records of Kootenai County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 15, 2011

Norman and Irene Sperle Revocable Inter Vivos Trust

By: Norman Elmer Sperle
Norman Elmer Sperle, Trustee *as Trustee*

By: Irene L. Sperle as trustee
Irene L. Sperle, Trustee

STATE OF IDAHO

COUNTY OF KOOTENAI

SS.

CLIFFORD T. HAYES 1P 2329966000
KOOTENAI COUNTY RECORDER Page 1 of 1
JRG Date 10/05/2011 Time 04:22:12
REQ OF PIONEER TITLE
RECORDING FEE: \$10.00
2329966000 DD

On this 8th day of September in the year of 2011, before me, the undersigned, a Notary Public,
I, _____, do hereby certify that _____ is/are the owner(s) of the above described premises.

Accurate Testing Labs, LLC

7950 Meadowlark Way
Coeur d'Alene, ID 83815
Phone (208) 762 8378 Fax (208) 762 9082

STATE OF IDAHO
Drinking Water Coliform Bacteria Analysis
ReportOrder No.: **2011080291 1**

Report Date: 08/15/11

Amber Hall
Hayden Area Regional SB
N. 10789 Atlas Rd.
Hayden, ID 83835

Water System: Sperle
Location: Well
County: Kootenai
Collected by: Carter
Sample Type: W-Untreated (source)

Date Collected: 08/12/2011

Time Collected: 13:55

Date Received: 08/12/2011

Time Received: 14:30

Method	Analyte	Result	Analysis Date	Analyst
9223B-PA	Total Coliform	Absent	8/13/2011	WM
9223B-PA	E. Coli	Absent	8/13/2011	WM

Notes:

IF YOUR RESULT IS "ABSENT": The absence of coliform bacteria indicates that your water is not contaminated with coliform bacteria.

IF YOUR RESULT IS "PRESENT": The presents of coliform bacteria means that your water is contaminated, and may contain disease causing organisms. Contaminated water should not be used for drinking water.

If coliform bacteria are present, an additional test has been run for Escherichia coli bacteria. The result for this test is also reported as being present or absent.



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2011 EDITION

Page 1 of 7



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 92888108 DATE August 15, 2011
2
3 LISTING AGENCY Hope Realty Office Phone # 765-3641 Fax #
4 Listing Agent Todd and Jean Wright E-Mail Phone # 661-6870
5 SELLING AGENCY Century 21 Beutler and Associates Office Phone # 208-292-5730 Fax #
6 Selling Agent Keith P. Hanlon E-Mail keithhanlon@hotmail.com Phone # 755-5954
7

8 1. BUYER: Howard E. and Bobbie Anne Welch (Husband and wife with rights to survivorship)
9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
10 "PROPERTY" COMMONLY KNOWN AS 8928 N. Ramsey Road
11 Hayden City Kootenai County, ID, Zip 83835 legally described as: Hayden Lake Irrigated TR.
12 Tract #259 Ex E. 414' EX N 160'

13 OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

14 2. \$ 200,000.00 PURCHASE PRICE: Two Hundred Thousand and Zero/100 DOLLARS,
15 payable upon the following TERMS AND CONDITIONS (not including closing costs):
16

17 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
18

19 (A). \$ 5,000.00 EARNEST MONEY: BUYER hereby deposits Five Thousand and Zero/100
20 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
21 ☐ other and a receipt is hereby acknowledged. Earnest Money to be
22 deposited in trust account ☐ upon receipt, or ☒ upon acceptance by BUYER and SELLER and shall be held by: ☐ Listing Broker ☒ Selling Broker
23 ☐ other for the benefit of the parties hereto.
24 THE RESPONSIBLE BROKER SHALL BE: Century 21 Beutler and Associates
25

26 (B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
27 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
28 within 15 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
29 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
30 the sale of BUYER'S current residence or other property to be sold.
31

32 (C). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
33 ☐ FIRST LOAN of \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL
34 DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of
35 year(s) at: ☐ Fixed Rate ☐ Other . In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated
36 financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than point(s) plus origination fee if any.
37 SELLER shall pay no more than point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally
38 ☐ N/A.
39

40 ☐ SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate
41 ☐ Other . BUYER shall pay no more than point(s) plus origination fee if any. SELLER shall pay no more than
42 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
43

44 LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within business days (five [5] if left blank) of SELLER'S acceptance.
45 Within business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
46 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
47 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
48 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
49 BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not
50 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
51 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
52 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
53 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
54 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed
55 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
56 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
57 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
58 appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.
59

60 (D). \$ ADDITIONAL FINANCIAL TERMS:
61 ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
62 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
63

64 (E). \$ 195,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at
65 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If
66 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
67 shall be adjusted at closing of escrow in: ☐ Cash ☒ Other cashier's check
68

BUYER'S Initials () () Date 8-15-11 SELLER'S Initials () () Date

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JULY 2011 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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PROPERTY ADDRESS: 8928 N. Ramsey Road Hayden ID#: 92888108

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing a) Buyers agree to permit current owners the right to occupy the premises of subject property as tenants for up to six (6) months after close of escrow. Tenants to be responsible for utility charges only i.e. water, sewer, garbage, electricity, natural gas, etc. Should tenants remain after the six month period, then tenants to begin paying rent at \$1200.00 per month, on a month to month basis with signed rental agreement. This 6 month period is to allow tenants the time to remove their personal belongings and the remaining items off the premises and out of the shop. Buyers are aware the property is currently on a septic system and the City of Hayden will require a new owner within 12 months of close of escrow to connect to the city's sewer and the costs associated with the hook-up is approximately \$11,000.00 at this time.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Wall oven, cooktop, dishwasher, trash compactor, disposal

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: washer, dryer, Amana Refrigerator, trailer storage.

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: 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. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within _____ business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company located at 100 Wallace Ave Cda Idaho shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials (_____) (_____) Date 8-15-11

SELLER'S Initials (_____) (_____) Date _____