

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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DEPT. OF WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
94-7654	Yes ☐		Yes ☐		Yes ☐
94-7655	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: JOHN MILLER TRUST
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ANDREW J PEAK SHARIS K PEAK
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 25684 E MEADOW RD CATALDO ID 83810
Mailing address City State ZIP
208-651-4671
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 2014
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature:  Title, if applicable: _____ Date: 8-12-15

Signature: _____ Title, if applicable: _____ Date: _____

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A
Approved by  Processed by  Date 8/20/2015

Standard Purchase and Sales Agreement

Robert J. Miller (Seller) and Andrew J. Peat
John J. Peat (Buyer) agree to sell and buy on the terms and conditions
specified below the property described as: Legal E 1/3 - S2-SE Ex Tr #5102
Section 34 Township 49 N Range 01 W

and physically known as: 25684 E. Meadow Rd, Cataldo
County: Hotterai State: IDaho

It is understood that the Property will be conveyed by General Warranty Deed or Trustee, Personal Representative, or Guardian Deed as is appropriate for Seller's status (unless otherwise required) subject to taxes, existing zoning (unless otherwise specified in paragraph 16), covenants, restrictions and easements of record.

1. Purchase Price to be paid by Buyer is payable as follows:

- A. Binder deposit which will remain as a binder until closing, unless sooner forfeited or returned, according to the provisions in this Agreement \$ _____
- B. Additional binder deposit due within _____ days after date of this agreement \$ _____
- C. Balance due at closing (not including Buyer's closing cost, prepaid items or prorations) in U.S. cash or locally drawn certified or cashiers check approximately _____ exactly _____ \$ _____
- D. Proceeds of a new loan to be executed by Buyer to any lender other than Seller \$ _____
- E. Purchase money loan to Seller on terms set forth in Paragraph 2C F. \$ _____
- F. Other financing: _____ \$ _____
- G. Existing mortgage balance encumbering the Property to be assumed by Buyer (approximately) \$ _____
- H. Total Purchase Price approximately \$130,000 exactly \$130,000

2. **Financing:** This contract is contingent on Buyer obtaining the financing as provided below. If buyer does not obtain the required financing but otherwise complies with the terms hereof, the binder deposit less sales and loan processing costs incurred will be returned to the Buyer.

A. ☐ Application: The application for the mortgage described in paragraph 1 D will be made with lender selected by ☐ Seller of ☐ Buyer. Unless such mortgage loan is approved without continued contingencies other than those elsewhere covered in this agreement within _____ days of the date of acceptance of this agreement, either party will have the right to terminate this agreement, and Buyer will return to Seller all the title evidence and surveys received from Seller. Buyer will make application for financing within _____ days of the date of acceptance of this agreement and in a timely manner furnish any and all credit, employment, financial and other information required by the lender. In the event the original loan application is denied, Buyer, if requested by Seller, will reapply within _____ days of such request at an alternate institution

B ☐ Loan Assumption: Buyer will take subject to and assume and pay existing mortgage to _____, Loan No. _____, in the approximate amount of \$ _____, currently payable at \$ _____ per month which includes ☐ principle and interest, ☐ taxes, ☐ flood insurance, and ☐ hazard insurance. Buyer understands that interest ☐ will ☐ will not, escalate and is ☐ variable ☐ fixed rate. Buyer will within _____ days make the required application and timely provide qualifying information as required by lender. Buyer's obligation to close is contingent on lender's approval of the assumption within _____ days of the date of acceptance of this agreement. If the lender disapproves Buyer, then this agreement shall terminate and Buyer's deposit shall be returned

C ☐ Seller: The balance due to Seller will be evidenced by a negotiable promissory note of Borrower, secured by a valid purchase money _____ mortgage or Trust Deed on the Property and delivered by Buyer to Seller dated the date of closing bearing annual interest rate of _____ % and payable \$ _____ per _____ for ☐ _____ years _____ months. Privilege of prepayment ☐ does apply ☐ does not apply. The loan will be due on sale _____ not due on sale of Property.

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3. Buyer Costs:

A. Closing Costs ☐ Recording fees ☐ Note stamps ☐ Intangible tax ☐ Credit reports ☐ Loan transfer and assumption charges ☐ VA funding fee ☐ Loan origination fee ☐ Loan insurance premium ☐ Loan discount not to exceed _____ ☐ Transfer Tax ☐ Wood Destroying Organism Report

B. ☐ Appraisal ☐ Survey ☒ Title Insurance Policy

C. ☐ Other: Buyer pay all costs

4. Seller Costs:

A. Closing Costs ☐ Transfer tax ☐ Title insurance policy ☐ Attorney's fee ☐ Real estate brokerage fee ☐ Loan discount not to exceed _____ ☐ Satisfaction and recording fee ☐ Repairs or replacements, in addition to those in paragraph 9, not to exceed \$ _____ ☐ Wood destroying organism report ☐ Appraisal fee ☐ Survey ☐ Other: _____

B. All other charges required by lender that Buyer be prohibited from paying by law or regulation.

C. All mortgage payments or condominium and association fees will be current at Seller's expense at the time of closing.

NONE

5. Payment of Expenses: If Buyer defaults or fails to perform in a timely fashion, all loan and sale processing and closing costs incurred, whether the same were to be paid by Seller or Buyer will be the responsibility of the Buyer and deducted from the binder deposit without further authorization. If Seller defaults or fails to perform in a timely fashion, all loan, sales processing and closing costs incurred whether same were to be paid by Seller or Buyer will be the responsibility of Seller, and Buyer will be entitled to the return of the Binder deposit Seller's inability to perform will include, but not be limited to, the transaction not closing due to the Seller being unable to complete the transaction for a qualified Buyer, or the property does not appraise for an amount sufficient to enable the lender to make the required loan, or the Seller elects not to pay for the excess amount in paragraphs 4 (with respect to repairs), 9, or 11, or the zoning is not as required in paragraph 16 or the Seller cannot deliver marketable title.

6. Prorations: All taxes, rentals, condominium or association fees, prepaid hazard insurance premiums (if assumed), monthly mortgage insurance premiums and interest on loans will be prorated as of the date of closing.

7. Title Evidence: Within _____ days ☐ after acceptance ☐ after date of satisfaction of all conditions in paragraph 19, Seller will deliver to Buyer or closing attorney ☐ Title insurance commitment for an owner's policy in the amount of the purchase price. Any expense of curing title including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller.

8. Survey: Within _____ days ☐ after date of acceptance ☐ after date of satisfaction of all conditions on paragraph 19, Seller will deliver to Buyer or closing attorney ☐ A new staked survey dated within 3 months of closing showing all improvements now existing thereon and certified to Buyer, lender and the title insurer ☐ A copy of a previously made survey of the Property showing all improvements now existing thereon. ☐ No survey is required.

9. Wood destroying Organism: "Wood Destroying Organism" shall be defined as any arthropod or plant life that damages a structure. Buyer may have property inspected by a Certified Pest Control Firm to determine whether there is any visible active wood destroying organism infestation or visible existing structural damage from wood destroying organisms to the improvements. If Buyer is informed of either or both of the foregoing, Seller will have seven (7) days from receipt of written notice thereof within which to have all such wood destroying organism damages, whether visible or not, inspected and estimated by a licensed building or general contractor. Seller will pay costs of treatment and repairs of all structural damage up to one percent (1 %) of the purchase price. If such costs exceed the amount agreed to be paid by Seller and Seller declines to treat and repair, Buyer will have the option of (a) terminating this Agreement or, (b) proceeding with the transaction in which event Seller will bear costs equal to one percent (1.%) of the purchase price.

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10. Title Examination and Time for Closing:

A. If title evidence and survey, as specified above, show Seller is vested with a marketable title, subject to the usual exceptions contained in title insurance commitments (such as exceptions for survey, current taxes, zoning ordinances, covenants, restrictions and easements of record), the transaction will be closed and the deed and other closing papers delivered on or before [] _____ [] _____ days after the date of acceptance [] _____ days after date of satisfaction of all conditions in paragraph 19 unless extended by other conditions of this Agreement or this agreement is cancelled by the Buyer.

B. If title evidence or survey reveal any defects which render the title unmarketable, Buyer will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to Buyer of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Buyer a marketable title, Buyer will have the right to terminate this agreement at the same time returning to Seller all title evidence and surveys received from Seller, or Buyer will have the right to accept such title as Seller may be able to convey and to close this transaction upon the terms stated herein, which election will be exercised within 10 days from notice of Seller's inability to cure.

11. Loss or Damage: If the property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and the Seller declines to repair or restore, Buyer will have the option of either taking the Property as is, together with either the said 3% of the assessed valuation or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

12. Property AS-IS. Seller agrees to deliver the Property in its PRESENT AS IS CONDITION except as otherwise specified herein. Seller does hereby certify and represent that Seller has legal authority and capacity to convey the property with all improvements. Seller further certifies and represents that Seller knows of no latent defects to the property and knows of no facts materially affecting the value of the property except for the following:

Buyer has inspected the property and HAS NOT RELIED UPON ANY REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT in describing the property, and Buyer accepts the property in its PRESENT AS IS CONDITION, except as otherwise specified herein.

13. Occupancy. [] Seller represents that there are no parties in occupancy other than Seller and that Buyer will be given occupancy at time of closing unless otherwise agreed to herein.
[] Buyer understands that property is available for rent or rented and the tenant may continue in possession following closing unless otherwise agreed in writing. Deposits will be transferred to Buyer at closing.

14. Personal Property: Included in the purchase price are all fixtures, built-in-appliances, ceiling fans, drapery hardware, attached lighting fixtures, mailbox, fence, plants and shrubbery as now installed on the property and these additional items: _____

The following attached items are specifically excluded from this agreement: _____

15. Default and Attorney's Fees: If for any reason Buyer fails to perform this contract within the time specified, unless otherwise excused herein, Buyer shall be deemed in default of this agreement and all deposits will be retained by the Seller as full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this agreement. If Seller for any reason fails or refuses to perform, unless otherwise excused herein, Seller shall be

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deemed in default of this Agreement, and Buyer may seek specific performance or elect to receive the return of the Buyers deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In connection with any litigation arising out of this Agreement, the prevailing party will be entitled to recover all costs including a reasonable attorney's fee.

16. ☐ **Zoning and Restrictions:** Unless the Property is zoned _____ and can be legally used for _____ use, or if there is notice of proposed zoning changes, deed or other restrictions that could prevent such use at time of closing, Buyer will have the right to terminate this Agreement. Buyer will have 10 days from acceptance to verify the existing zoning and current proposed changes, and deliver written notice of objections to Seller or be deemed to have waived objections under this paragraph.

17. **Time for Acceptance.** The BUYER'S offer shall terminate if SELLER has not indicated his acceptance of this Agreement by signing and delivering same or telegraphing acceptance to Buyer or submitting to his agent before : _____ [] AM [] PM, on _____ (Date)

18. Additional Terms, Conditions or Addenda (lettered A.B.C.D.etc.) _____

19 **Timing:** Time is of the essence. The timing of paragraphs 7,8,9, and 10(A) will become operable after satisfaction of paragraph 2, if applicable, and those additional conditions lettered in Paragraph 18.

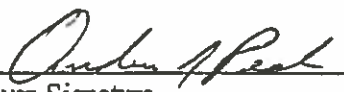
20. **Complete Agreement.** This Contract is the entire agreement between Buyer and Seller. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding agreement will be construed under _____ Law, and shall not be recorded. Both parties should seek competent legal advice prior to the execution of this document. Seller and Buyer give real estate agent authorization to advise surrounding neighbors who will be the owner of this property. TIME IS OF THE ESSENCE IN THIS AGREEMENT. .

21. **Binding Effect:** The foregoing terms and conditions shall be binding on the parties' heirs, successors, personal representatives, agents and assigns.

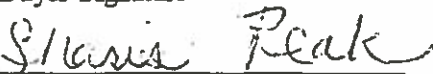
22. **Amendments.** Any terms or conditions which are added herein will supersede that which is printed or marked.

Signed sealed on the date herein stated:

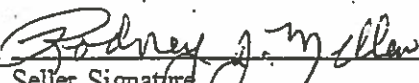
Date: 7-10-14


Buyer Signature

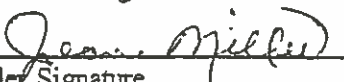
Date: 7-10-14


Buyer Signature

Date: 7-10-14


Seller Signature

Date: 7-10-14


Seller Signature

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File No. 82953

WARRANTY DEED

For Value Received

Rodney J. Miller and Sarah Jean Miller, husband and wife

The Grantor, does hereby grant, bargain, sell and convey unto

Andrew J. Peak and Sharis K. Peak, husband and wife

Address: _____,

The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART OF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) 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 to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 21, 2014

Rodney J. Miller

Sarah Jean Miller

STATE OF Idaho

COUNTY OF Kootenai

On this ____ day of July, 2014, before me, Keri Mitchell, a Notary Public in and for said State, personally appeared Rodney J. Miller and Sarah Jean Miller, 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.

Notary Public for Idaho
Residing at Hayden
My Commission Expires: 08/25/17

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EXHIBIT "A"

The Eastern one-third of the South one-half of the Southeast Quarter of Section 34,
Township 49 North, Range 1 West, Boise Meridian, County of Kootenai, State of Idaho;

EXCEPTING therefrom that portion of the Southeast Quarter of the Southeast Quarter of
Section 34, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho,
described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter of the Southeast
Quarter of Section 34, Township 49 North, Range 1 West, Boise Meridian, Kootenai
County, Idaho; thence

North along the East line of said Southeast Quarter of the Southeast Quarter 1010 feet,
more or less, to an iron pin, being the POINT OF BEGINNING; thence

West 75 feet, more or less, to an iron pin; thence

North 50 feet, more or less, to an iron pin; thence

East 75 feet, more or less, to an iron pin located on the East line of said Southeast Quarter
of the Southeast Quarter; thence

South 50 feet, more or less, to the POINT OF BEGINNING.

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