

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 24 2017

Notice of Change in Water Right Ownership IDWR / NORTH

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
957564	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gary Homer

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Laurence E. Peterson Kenneth E. Peterson

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or ☐ and/orP.O. Box 2433Bremerton20 98310

Mailing address

City

State

ZIP

(360) 377-0923

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: 04/29/10

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Laurence E. Peterson

Signature of new owner/claimant

Title, if applicable

Date

11-7-16

- Signature: Kenneth E. Peterson

Signature of new owner/claimant

Title, if applicable

Date

11/02/2016

For IDWR Office Use Only:

Received by TA Date 10-24-17 Receipt No. N033010 Receipt Amt. \$25.00Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐Name on W-9 _____ Approved by _____ Processed by JA Date 11-13-17

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
831 Main Avenue
St. Maries, ID 83861

257283

RECEIVED

2010 JUN 1 PM 3 56
12⁰⁰

BENEWAH COUNTY
J. MICHELE REYNOLDS, CLERK

J. Michele Reynolds
Tacoma

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **339073-SM (ps)**

Date: **May 20, 2010**

For Value Received, **Gary Homer and Melissa R. Homer, husband and wife, who acquired title as Gary Homer, (also appearing of record as Gary Stephen Homer) a married man, as his sole and separate property and Larry Homer, (also appearing of record as Larry Dana Homer) a single man, as his sole and separate property.,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Laurence E. Peterson, an unmarried man and Kenneth E. Peterson, an unmarried man,** hereinafter called the Grantee, whose current address is **P.O. Box 2433, Bremerton, WA 98310,** the following described premises, situated in **Benewah County, Idaho,** to-wit:

The West half of the Southeast Quarter of the Northwest Quarter of Section 34, Township 46 North, Range 3 West, ^{B.M.} records of Benewah County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

257283

Date: 05/20/2010

Warranty Deed
- continued

File No.: 339073-SM (ps)

Gary Homer
Gary Homer

Larry Homer
Larry Homer

Melissa R. Homer
Melissa R. Homer

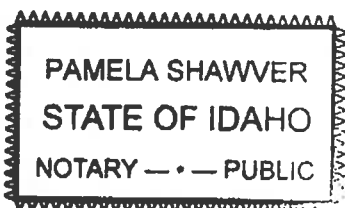
STATE OF _____)
COUNTY OF _____)
SS.

On this _____ day of May, 2010, before me, a Notary Public in and for said State, personally appeared **Gary Homer and Melissa R. Homer**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

STATE OF Idaho)
COUNTY OF Benewah)
SS.

On this 1st day of ~~May~~ ^{June} 2010, before me, a Notary Public in and for said State, personally appeared **Larry Homer**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Pamela Shawver
Notary Public for the State of Idaho
Residing at: St. Maries
My Commission Expires: 1-20-2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SHASTAOn MAY 24, 2010

Date

before me,

SJ BARNETT

Here Insert Name and Title of the Officer

NOTARYpersonally appeared GARY HOMER

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

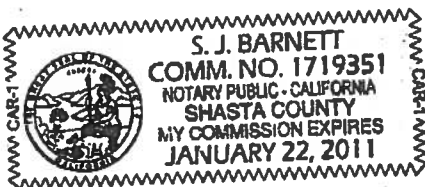
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature SJ Barnett

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: WARRANTY DEEDDocument Date: MAY 20 2010Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SHASTAOn MAY 24, 2010
Date

before me,

Here Insert Name and Title of the Officer

personally appeared MISSA R HOMER

Name(s) of Signer(s)

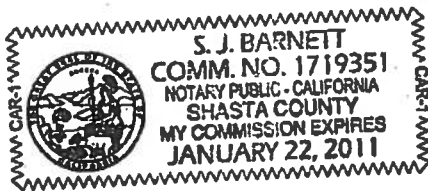
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature S J Barnett

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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Description of Attached DocumentTitle or Type of Document: Warranty DEEDDocument Date: MAY 20, 2010Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Subarea

CHERRY

STEVE

MALONE

TROSPER

-3200

-3000

-1000

THIS SKETCH IS FURNISHED WITHOUT
CHARGE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING SAID PREMISES
AND THE FIRST AMERICAN TITLE COMPANY
ASSUMES NO LIABILITY FOR INACCURACIES
THEREIN.

POTLATCH

-1200

VEVA
RATHBUN

ORIGINAL
TROSPER
-1500
Kerry
Baker

-1400

GEORGE

SMUTNY

-4400

Laurence
Pelegrin
Garry
Hansen
HOMER

HOMER

-4200

BRUCE
MANHART

-3800

ORIGINAL
GILMAN
TROSPER
BIRDALE
-1500
Kerry
Baker

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

RE-21
Rev. 1/00

SMR 1021

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

KENNY PETERSON - A SINGLE PERSON ST MARIES, Idaho APRIL 2010
(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
SECTION 34 T46N R3W, BM, County of BENEFICIAL
State of Idaho, commonly known as NKA - BLAKE CREEK ROAD
legally described as: W/2 SE 1/4 NW 1/4 SECTION 34 T46N R3W, BM

(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 NINETEEN THOUSAND DOLLARS (\$ 19000.00) payable as follows:

- A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of TWO HUNDRED FIFTY - Dollars (\$ 250.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or TO BE MAILED ON OR BEFORE MAY 10, 2010
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by ST MARIES REALTY for the benefit of the parties hereto, and LAWRENCE R. BENTZIK (Broker) shall hold the completely executed broker's copy of this agreement.
- B. Balance of purchase price to be paid as follows: CASH AT CLOSING. THIS OFFER IS IN SECOND PLACE BEHIND OFFER #SMR 1020 DATED APRIL 23, 2010. OFFER #SMR 1020 IS CONTINGENT ON BUYER'S SATISFACTION OF PERSONAL INSPECTION TO BE DETERMINED BY MAY 10, 2010. KENNY PETERSON WILL BE NOTIFIED OF RESULTS OF INSPECTION WITHIN 24 HOURS OF INSPECTION
2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of MAY 6, 2010. 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:
CURRENT TAXES AND EASEMENTS OF VIEW OR RECORD

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 FIRST AMERICAN 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 FIRST AMERICAN LAWRENCE R. BENTZIK 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 MAY 20, 2010

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 MAY 20, 2010, 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 MAY 20, 2010 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: ST MARIES REALTY IS AN AGENT FOR THE SELLER AND A NONAGENT FOR THE BUYER

9. The following items of property now on the premises are specifically excluded from the sale: _____

The following items of personal property are specifically included in the sale: _____

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: ST MARIES REALTY Selling Agency: ST MARIES REALTY

X Kenny Peterson L. BENTZIK
BUYER SELLER

BUYER'S ADDRESS SELLER'S ADDRESS
BUYER'S PHONE SELLER'S PHONE

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.
I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER SELLER
SELLER SELLER

	Yes	No	Don't Know	N/A
Is this property located within the boundaries of the Coeur d'Alene Indian Reservation	☐	☐	☒	☐
Have Any Substantial Additions or Alterations Been Made Without A Building Permit	☐	☒	☐	☐
Electricity Available	☒	☐	☐	☐
How Far _____				
What Supplier _____				
Telephone Available	☒	☐	☐	☐
How Far _____				
What Supplier _____				
Hazardous Materials	☐	☒	☐	☐
Underground Storage Tank	☐	☒	☐	☐
Illegal Drug Activity	☐	☒	☐	☐
Activities On Nearby Properties That Might Adversely Impact Subject Property	☐	☒	☐	☐
Registered Sex Offenders Nearby	☐	☒	☐	☐
Psychologically Impacted	☐	☒	☐	☐

Are there any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, property line disputes, etc.): No

Are there any other problems, not listed above, that may affect this property No

NOTICE: Any subdivision of subject property is subject to applicable ordinances and restrictions.

The seller certifies that the information contained herein is true and correct to the best of Seller's knowledge as of the date signed by the Seller. The Seller is familiar with the real property. Each act performed in making a disclosure of an item of information is made and performed in good faith.

Neither the Seller nor St. Maries Realty are liable for mistakes or omissions of information provided in this disclosure statement. Information contained herein is provided by the seller and is deemed accurate and reliable but no guarantees are made or implied.

Buyer received a completed copy of this form before Buyer signed a transfer agreement: (If yes, this form must be dated on or before date of transfer agreement.) ☒ Yes ☐ No

I/we acknowledge receipt of a copy of this statement. Seller hereby acknowledges receipt of a copy of this report:

SELLER [Signature] DATE 4/25/10

SELLER [Signature] DATE 4/25/10

Purchaser hereby acknowledges receipt of a copy of this Disclosure Report and does hereby WAIVE NOT WAIVE the right to rescind said purchase agreement within three (3) days from the date of receipt of this report.

BUYER [Signature] DATE 4/25/10

BUYER [Signature] DATE 4/29/10

ST. MARIES REALTY
LAWRENCE R. BENTCIK, BROKER
ESTIMATED CLOSING COSTS

PETERSON

BUYER

19000-

PRICE

HOMER

SELLER

20A ON BLAKE CREEK, BEVERLY, CO.

PROPERTY

BUYER

\$100-
35-

Closing Fee
Recording Fee
Title Insurance
Prorated Taxes
City Utilities
Commission

SELLER

\$100-

280-
35-

\$2000-

\$135-

TOTALS

\$2415-

19000-
+ 235-

Cash Payment
Closing Costs
1ST underlying
2nd underlying
← Earnest Money.....

19000-
- 2415-

250-

↓ OWED AT CLOSING

\$18885-

APPROXIMATE NET
PROCEEDS.....→

\$16585

* The above figures are approximate amounts only and are subject to change.

X *Kemp*

Buyer

Date

Seller

Date

Buyer

Date

Seller

Date

11. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built-in dishwashers and "drop-in" ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
12. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefor within five (5) days after Seller's acceptance of this agreement. If VA, FHA or FHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and are thereby incorporated herein by reference. The Buyer and Seller hereby authorize the parties designated in Paragraph 1A(c) hereof to advance such portion of the Earnest Money deposited as may be required to pay credit report fees, appraisal and other initial loan charges attributable to Buyer's financing. The parties agree that the Earnest Money less such loan charges if any may be refunded in the event financing contemplated by the Buyer is not obtainable.

If this agreement is conditioned upon Buyer obtaining FHA or VA financing, it is expressly agreed that notwithstanding any other provision in this contract the Buyer shall not be obligated to incur any penalty by forfeiture of earnest money, or otherwise be obligated to complete the purchase of the property described herein, unless Seller has delivered to Buyer a written statement issued by the FHA or VA, as applicable, setting forth an appraised value of the property (excluding closing costs) of not less than the purchase price. The Seller agrees to deliver said statement to the Buyer promptly after it is made available to Seller. The Buyer shall, however, have the option of proceeding with the consummation of the contract without regard to such appraised value, provided the Buyer pays the difference in excess of the appraised value in cash.
13. Should the premises be materially damaged by fire or other causes, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.
14. If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited, and considered as liquidated damages to Seller, and Buyer's interest in the premises shall be immediately terminated. The broker shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be apportioned one-half to the Seller and one-half to the broker, provided the amount to broker does not exceed the agreed commission. Such forfeiture and acceptance by Seller and broker of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller and broker.
15. In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.
16. In the event of default in the performance of the terms and conditions of this agreement by either party, the defaulting party agrees to pay the broker the commission which the broker is entitled to receive from the Seller for his/her services in connection with the sale of the premises.
17. The undersigned Buyer hereby acknowledges further that he has not received or relied upon any statements or representations by the undersigned broker or his representatives or by the Seller which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This agreement constitutes the whole agreement between the parties and that no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.
18. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, and successors and assigns of the respective parties hereto.
19. Time is of the essence of this agreement.

Limited Dual Agency with Assigned Agents

When a seller and a buyer are both represented by the same broker, the broker is acting as a dual agent. This is a conflict of interest because the broker has a duty to the seller and a duty to the buyer. In a limited dual agency situation, the broker is only representing one party, but the other party is represented by another agent in the same brokerage. This is a less risky situation for the broker because they are not representing both parties.

Limited Dual Agency with Assigned Agents

If you have a property that is being marketed by a broker and you are a buyer, you are in a limited dual agency situation. This is because the broker is representing the seller and you are representing the buyer. The broker will have a duty to the seller and a duty to the buyer. This is a less risky situation for the broker because they are not representing both parties.

What to Look For in Any Written Agreement with a Brokerage

- The agreement should specify the terms of the agreement, including the duration of the agreement and the scope of the services provided.
- The agreement should specify the fee structure, including the commission rate and any other fees.
- The agreement should specify the duties of the broker and the buyer.
- The agreement should specify the remedies available in the event of a breach of the agreement.

Real Estate Licensees Are Not Inspectors

Real estate licensees are not inspectors. They are not trained to inspect properties and they are not licensed to do so. They are only trained to sell real estate. If you are looking for an inspector, you should hire a professional inspector who is licensed and trained to do so.

The purpose of this document is to provide information to real estate licensees about their duties and responsibilities. It is not intended to provide legal advice. If you are a real estate licensee, you should consult with a lawyer for legal advice.

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If you have a property that is being marketed by a broker and you are a buyer, you are in a limited dual agency situation. This is because the broker is representing the seller and you are representing the buyer.

Idaho Real Estate Commission
1000 N. Capitol Blvd., 3rd Floor
Boise, Idaho 83725
208.333.7273
www.idrealestate.com

This document is not intended to provide legal advice. If you are a real estate licensee, you should consult with a lawyer for legal advice.

Agency Disclosure Brochure



A Consumer Guide To Understanding Agency Relationships in Real Estate Transactions

Specific duties owed by a real estate broker and its licensees to Idaho consumers are defined by the "Idaho Real Estate Brokerage Representation Act," Idaho Code Section 64-2082, et seq.

This informational brochure is published by the Idaho Real Estate Commission.

Effective
July 1, 2009

Right Now, You Are a Customer

- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.

Remember!

Unless you enter a written agreement for Agency Representation, you will NOT be represented at all.

You May Become a Client

If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property. If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property.

- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.
- You are not a broker, and you cannot act as a broker until you are properly licensed and registered with a state securities regulator.

Please Note: "Sold" prices of property are not confidential information, for either buyers or sellers, and may be disseminated by your Agent.

Each brokerage is required to have a written policy describing the types of agency representation it offers.

RECEIPT ACKNOWLEDGED

Signature: _____ Date: _____

These Are Your Agency Options

Agency Representation (Single Agency)

If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property. If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property.

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If you are a buyer, your agent will seek a seller for your property. If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property. If you are a seller, your agent will seek a buyer for your property.

Limited Dual Agency

If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property. If you are a seller, your agent will seek a buyer for your property. If you are a buyer, your agent will seek a seller for your property.

REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S):

SECTION 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☒ D. The Brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

SECTION 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho Real Estate Commission and has consented to the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

If applicable, Buyer has also received and read the Seller's Residential Property Disclosure Form prior to making an offer on W/24E1/4NW1/4S34T4E1/2R3W1/2BM. Neither St. Maries Realty nor the Sellers make or imply any guarantees concerning zoning, availability of utilities (including water and sewer), or continuation of current use in non-conforming use situations. Neither St. Maries Realty nor the Seller guarantee nor warrant any square footage or acreage represented. If square footage or acreage is vital to a purchase of property, the Buyer should personally verify to his/her approval. The Buyer agrees to not hold Seller or St. Maries Realty liable for any errors or miscalculations in square footage or acreage.

Since neither St. Maries Realty nor the Seller is an Idaho licensed surveyor, the location of property lines and corners are as they have been represented to St. Maries Realty and the Seller. Neither St. Maries Realty nor the Seller accept any responsibility for the accuracy of same.

BUYER(S)

SELLER(S)

Kay P. [Signature]
Date: 4/29/10

Kay P. [Signature]
Date: 4/29/10

[Signature]
Date: 5/11/10

[Signature]
Date: 5/11/10

St. Maries Realty

Seller Land Property Disclosure Statement

Pg 1 of 1

Legal Description W 1/2 SE 1/4 NW 1/4 SECTION 34 T46N R30W, BM

Seller HOMER BROS.

This is a statement of the information known by the Seller concerning the above described Real Property. Unless otherwise stated, the seller does not possess expertise in any field related to the information provided in this statement. Reasonable care has been exercised in completing this statement but no guarantees are made or implied by either the seller or St. Maries Realty. The buyer is encouraged to exercise due diligence and/or obtain professional assistance.

Questions Pertaining To Subject Property

	Yes	No	Don't Know	N/A
Located in City Limits	☐	☒	☐	☐
What City _____				
What County _____				
Subject To City Annexation	☐	☒	☐	☐
Pending LID Tax	☐	☒	☐	☐
In Compliance With Applicable Zoning	☒	☐	☐	☐
Located In Flood Plane	☐	☒	☐	☐
Surveyed By Licensed Surveyor	☐	☒	☐	☐
Is There A Property Line Question/Dispute	☐	☒	☐	☐
Accessed by County Maintained Road or Highway	☐	☒	☐	☐
Private Access	☒	☐	☐	☐
Road Maintenance Agreement	☐	☒	☐	☐
Recorded Access Easement	☒	☒	☐	☐
Access Easement In Dispute	☐	☒	☐	☐
Receives Regular Mail Delivery	☐	☒	☐	☐
Receives Garbage Pickup	☐	☒	☐	☐
Receives School Bus Service	☐	☒	☐	☐
If Not, How Far Away _____ <u>1/4 mile</u>				
City/County Water Available	☐	☒	☐	☐
Surface Water	☒	☐	☐	☐
Type _____ <u>Crete</u>				
Developed Water	☐	☒	☐	☐
Spring Source	☒	☐	☐	☐
Drilled Well	☐	☒	☐	☐
Depth _____				
Gallons Per Minute _____				
Have Attempts Been Made To Drill A Well	☐	☒	☐	☐
Sewer System In Place	☐	☐	☒	☐
Type _____				
In Compliance & Permitted	☐	☐	☒	☐
Has It Been Tested For An Individual				
Sewer Permit	☐	☐	☐	☒
Has Sewer System Permit Been Denied	☐	☐	☐	☒
Has A Building Permit Ever Been Denied	☐	☒	☐	☐

SELLER Jim Han 2/10/10

BUYER Kay Han 4/29/10

SELLER Jim Han 2/10/10

BUYER Kay Han 4/29/10



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 13, 2017

LAURENCE & KENNETH PETERSON
PO BOX 2433
BREMERTON WA 98310

Re: Change of Ownership for Water Right/Permit No: 95-7564

Dear Water Right Holders:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact us at the Northern Regional Office at (208) 762-2800.

Sincerely,

Tammy Alleman
Administrative Assistant

Enclosure(s)