

RECEIVED

MAR 28 2008

IDWR/North

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

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)
97-07245					

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)

Rayburn + Gayle South
P.O. Box 1199 Priest River ID 83856

4. New Owner/Claimant(s)

Jeff + Susan Patterson

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

New Mailing Address

P.O. Box 1694

City, State and ZIP Code

Priest River ID 83856

New Telephone Number

(208) 448-2356

5. Date you acquired the property

August 10, 1994

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)

Jeff Patterson
Susan Patterson

(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 db
 Received by db
 Processed by AJ

Date 3/28/08
 Date 3/28/08
 Date _____

Receipt Amt. \$25.00
 Receipt No. N019143
 WR _____ Date _____

After Recording Return To
COOKE, LAMANNA
SMITH & COGSWELL

CHARTERED
ATTORNEYS AT LAW
PRIEST RIVER
PROFESSIONAL CENTER
PRIEST RIVER, IDAHO 83856

2 JULY
First American Title
FILED BY

'94 AUG 15 PM 3 26

600
RECORDED
RECORDER OF BONNER
COUNTY DPT DEP.

450559

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANTORS, RAYBURN D. SOUTH and GAYLE I. SOUTH, husband and wife, do hereby grant, bargain, sell and convey unto JEFFERY S. PATTERSON and SUSAN D. PATTERSON, husband and wife, of 4024 E. Cleveland, Spokane, Washington, 99207, the Grantees, the following described real property in Bonner County, State of Idaho, to wit:

That portion of the Northeast Quarter of the Northwest Quarter of the southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, lying North of the road known as Quartz Creek Road, in Bonner County, Idaho.

SUBJECT TO easements, conditions, restrictions, reservations, covenants and rights of way of record.

TOGETHER WITH all and singular, the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining;

AND, the above named Grantors hereby covenant that the above described premises are free from encumbrances and that they and their heirs, executors and administrators shall warrant and defend the above premises against all lawful claims and demands except current taxes, easements, restrictions, reservations, covenants and

WARRANTY DEED

PAGE 1

rights of way of record and of view.

DATED this 10th day of August, 1994.

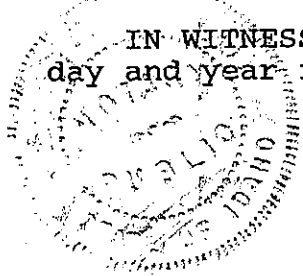
Rayburn D. South
Rayburn D. South

Gayle I. South
Gayle I. South

STATE OF IDAHO)
 : ss
County of Bonner)

On this 10th day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Rayburn D. South and Gayle I. South, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.



Luther L. Cole
Notary Public - State of Idaho
Residing at Trust Rm therein
My commission expires: 5/12/99

110898

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. DO NOT SIGN THIS DOCUMENT IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT. YOU CONSULT YOUR ATTORNEY BEFORE YOU SIGN THIS AGREEMENT OR ANY OTHER DOCUMENT THAT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

AGREEMENT. The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below, at the price and terms described herein.

Buyer's
Signature: Jeff Patterson Date: 7-19-94
Buyer's
Signature: Susan Patterson Date: 7-19-94

Seller's
Signature: Ray Date: 7-19-94
Seller's
Signature: Gayle South Date: 7/19/94

State of _____
County of _____

On this _____ day of _____, 199____, before the undersigned, a Notary Public, personally appeared _____

_____ known to me to be the person(s) who signed this agreement and acknowledged to me that _____ he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____ Residing at _____ My bond expires _____, 199____

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

[1] Legal Approximately 5.5 acres
Description: Section 1 Township 57N Range 5W
NENSW lying north of Quartz Creek Rd.
Full legal to be attached by title co.

[2] Property
Address: lower Quartz Creek Road

Priest River (City), Bonner (County), Idaho.

[3] Amount of
Earnest Money: Two Hundred Dollars and no/100
(\$200.00-----) Receipt
Acknowledged by: _____

[4] Form of
Earnest Money: ☐ Personal Check ☐ Cashiers Check ☒ Cash
☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase").

[5] Total Price
of Property: Sixty Five Thousand Nine Hundred
(\$65,900.00-----)

[6] Financing: ☐ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☒ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

[7] Down
Payment: Forty Thousand Dollars-----
(\$40,000.00-----)

[8] Additional
Financing Terms: Buyer to finance with Bill
McBurney. Balance of \$25,900.00 @12%
@ \$300.00 or more per month until paid.
Seller to furnish title policy. Buyer
& seller to split closing costs 50/50.

[13] Property Specifically
INCLUDED in Sale: 2 fridges, gas range, black king
wood stove, 3 battery chargers & batteries
washer & dryer, forewood in shed, ***

[14] Property Specifically
EXCLUDED from Sale: log pile, work tables & shel
& work cabinets, heat detectors, shower
head, small generator, 2 hanging lamps, **

[15] Offer subject to
Acceptance by (Date): 7/18/94 (Time): Midnight

[16] Listing
Broker: Rainbow Realty Selling
Broker: Rainbow Realty

[17] Responsible
Broker: Ray South Amount of
Commission: -0-

[18] AGENCY DISCLOSURE: At the time of signing this agreement the agent
working with the buyer represented themselves and the agent

working with the seller represented themselves. Each party
signing this document confirms that prior written disclosure of agency was provided
to him/her in this transaction. Each party to this transaction has read and understands
the contents of the agency disclosure brochure previously received.

[19] Parties to Transaction:
Buyer's Name(s): Jeffery S. & Susan D. Patterson
Address: E. 712 Rich (4024 E. Cleveland) mail in
City, State, Zip: Spokane, Wa. 99207
Owner/Agent
Seller's Name(s): Rayburn D. & Gayle I. South
Address: P.O. Box 1199

City, State, Zip: Priest River, Id. 83856
[20] Additional
Terms of Purchase: Buyers are aware sellers are
real estate broker & agent & are owner/

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

[1] Legal Description: Approximately 5.5 acres
Section 1 Township 57N Range 5W
NENWSW lying north of Quartz Creek Rd.

Full legal to be attached by title co.

[2] Property Address: lower Quartz Creek Road

Priest River, Idaho (City), Blaine (County), Idaho

[3] Amount of Earnest Money: Two Hundred Dollars and no/100
 (\$200.00-----) Receipt Acknowledged by: _____

[4] Form of Earnest Money: ☐ Personal Check ☐ Cashiers Check ☒ Cash
☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase").

[5] Total Price of Property: Sixty Five Thousand Nine Hundred
 (\$65,900.00-----)

[6] Financing: ☐ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☒ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

[7] Down Payment: Forty Thousand Dollars-----
 (\$40,000.00-----)

[8] Additional Financing Terms: Buyer to finance with Bill
McBurney. Balance of \$25,900.00 @12%
@ \$300.00 or more per month until paid.
Seller to furnish title policy. Buyer
& seller to split closing costs 50/50.

[9] Contingencies: ☐ None (No Contingencies Apply)
 Contingent on Financing: ☐ Yes ☒ No
 Contingent on sale of buyer's home: ☒ Yes ☐ No
 Other Contingency (Describe in "Additional Financing Terms"): ☐ Yes ☒ No
 Maximum interest rate for Buyer's loan: _____ %
 Maximum number of points _____
 Seller is obligated to pay: _____
 Maximum cost of lender/code repairs to be paid by Seller: \$ _____
 Property to remain on market: Backup ☒ Yes ☐ No

[10] Date On or before only Date of Closing: Aug. 15, 1994 Possession: Aug. 15, 1994

[11] Closing to be performed by: Cooke, Lamanna, & Smith

[12] Title Insurance to be provided by (Title Company): First American Title Co.

[13] Property Specifically INCLUDED in Sale: 2 fridges, gas range, black king
wood stove, 3 battery chargers & batteries
washer & dryer, forewood in shed, ***

[14] Property Specifically EXCLUDED from Sale: log pile, work tables & shel
& work cabinets, heat detectors, shower
head, small generator, 2 hanging lamps, **

[15] Offer subject to Acceptance by (Date): 7/18/94 (Time): Midnight

[16] Listing Broker: Rainbow Realty Selling Broker: Rainbow Realty

[17] Responsible Broker: Ray South Amount of Commission: -0-

[18] AGENCY DISCLOSURE: At the time of signing this agreement the agent working with the buyer represented themselves and the agent

working with the seller represented themselves. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

[19] Parties to Transaction: Buyer's Name(s): Jeffery S. & Susan D. Patterson (H&I)
 Address: E. 712 Rich (4024 E. Cleveland) mail

City, State, Zip: Spokane, Wa. 99207
Owner/Agent

Seller's Name(s): Rayburn D. & Gayle I. South

Address: P.O. Box 1199

City, State, Zip: Priest River, Id. 83856

[20] Additional Terms of Purchase: Buyers are aware sellers are
real estate broker & agent & are owner/
agents. See attached additional disclos
Property sold in "AS IS" condition.

Buyer hereby receipts for a copy of this agreement with the seller's signature showing seller's acceptance of offer OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail.

Signature: _____ Date: _____

The provisions on the BACK of this form are also a part of this agreement.

Buyer's Initials: S.P. Seller's Initials: R.S.

100051 SELLER'S PROPERTY DISCLOSURE FORM

SELLER'S NAME AND ADDRESS: Rayburn D. & Gayle I. South (H&W) Owner/Agents
P.O. Box 1199 Priest River, Idaho 83856

Section 55-2501, et seq., Idaho Code, requires Sellers of residential real property to complete a property condition disclosure form.

PURPOSE OF STATEMENT: This is a statement of the conditions and information concerning the property known by the seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained through a careful inspection of the property by the potential buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. This is not a substitute for any inspections. Purchaser is encouraged to obtain his/her own professional inspections.

1. All appliances and service systems included in the sale, (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, TV antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc.) are functioning properly except: (list and explain) wood stove getting old & needs new fire brick.

2. Specify problems with the following:
 Basement water N/A
 Foundation Has several cracks & is a shallow footing
 Roof condition and age Good - approximately 10 years
 Well (type) creek Problem(s) must be maintained twice a year
 Septic system (type) concrete Problem(s) sometimes overflows in a wet spr
 Plumbing good
 Drainage good
 Electrical good
 Heating wood - good

3. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, property line disputes, etc.): Neighbor has easement over corner of property for for ingress and egress.

4. Are you aware of any hazardous materials or pest infestations on the property? no

5. Have any substantial additions or alterations been made without a building permit? Yes. The entire home & garage was built without a building permit.

6. List any other problems (including legal, physical or other) not listed above that you have knowledge of concerning the property: Buyers would be advised to buy 4wheel drive with winch. ***

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 residential real property. Each act performed in making a disclosure of an item of information is made and performed in good faith.

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

I/we acknowledge receipt of a copy of this statement.

Seller's Signature(s):

Rayburn D. South Date: 7-18-94
Gayle I. South Date: 7-18-94

Buyer's Signature(s):

Jeff Patterson Date: 7-19-94
Susan Patterson Date: 7-19-94

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REAL ESTATE AGREEMENT

REAL ESTATE AGREEMENT made this 10th day of August, 1994, by and between RAYBURN D. SOUTH and GAYLE I. SOUTH, of Post Office Box 1199, Priest River, Idaho, 83856, hereinafter referred to as the "Vendors", and JEFFERY S. PATTERSON and SUSAN D. PATTERSON, 4024 E. Cleveland, Spokane, Washington, 99207, hereinafter referred to as the "Purchasers";

WITNESSETH:

I.

The Vendors, in consideration of the sum of **TWENTY SEVEN THOUSAND DOLLARS** (\$27,000.00), to be paid as hereinafter provided, hereby agree to sell and convey and the Purchasers hereby agree to purchase, all that certain real property, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, located in the County of Bonner, State of Idaho, described as follows:

That portion of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, lying South of the road known as Quartz Creek Road, Bonner County, Idaho.

The Northwest Quarter of the Northwest quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, Bonner County, Idaho.



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IDWR/North

Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Bonner

PARCEL I:

That portion of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, lying North of the road known as Quartz Creek Road, in Bonner County, Idaho.

PARCEL II:

That portion of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, lying South of the road known as Quartz Creek Road, Bonner County, Idaho.

The Northwest Quarter of the Northwest Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

EXCEPT that portion of the Northwest Quarter of the Southwest Quarter of Section 1, Township 57 North, Range 5 West, Boise Meridian, Bonner County, Idaho, described as follows:

Commencing at a point on the North-South Centerline of said Southwest Quarter where said North-South Centerline intersects the Southerly line of the existing road known as Quartz Creek Road; thence South along said North-South Centerline, 105 feet to the True Point of Beginning; thence continuing South along said North-South Centerline, 210 feet; thence due West, 30 feet; thence North parallel with said North-South Centerline, 180 feet; thence in a Northeasterly direction, 45 feet to the True Point of Beginning.