

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

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 IDWR/North

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
96-08791					

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 usually attached to your deed or on file with the county).

OR

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 **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) William H. Dorn
4. New Owner/Claimant(s) Gay J. Dorn
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 136
- City, State and ZIP Code Cocatalla Idaho 83813
- New Telephone Number 208 263 6264 cell 208-255 99 76
5. Date you acquired the property June 31, 2005

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Ray J Spade
(include title if applicable) _____

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.

For Office Use Only			
Received by <u>[Signature]</u>	Date <u>9/9/08</u>	Fee <u>\$25.00</u>	
Received by <u>[Signature]</u>	Date <u>9/9/08</u>	Receipt No. <u>11019539</u>	
Processed by _____ AJ	Date _____	WR _____	Date _____

208-287-4800

25.00 Per Water
RightState of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 96-08791

Priority: March 23, 1994

Maximum Diversion Rate:
Maximum Diversion Volume:0.04 CFS
0.7 AFThis is to certify, that WILLIAM H DORN
PO BOX 67

ATMCL ID 83801

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated March 14, 1994; and
has submitted Proof of Beneficial Use on June 24, 1996. An examination indicates
that the works have a diversion capacity of 0.040 cfs of water from:

SLEEP SPRINGS

tributary to SINKS

source, and a water right has been established as follows:

BENEFICIAL USESTOCKWATER
DOMESTICPERIOD OF USE01/01 to 12/31
01/01 to 12/31RATE OF DIVERSION0.02 CFS
0.02 CFSANNUAL VOLUME0.1 AF
0.6 AF

Totals

0.04 CFS

0.7 AF

LOCATION OF POINT(S) OF DIVERSION:NWNWSW, Sec. 36, Township 54N, Range 14W
BONNER CountyPLACE OF USE: STOCKWATERTWN RGE SEC:
54N 04W 35

SENE

PLACE OF USE: DOMESTICTWN RGE SEC:
54N 04W 35

NENE

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

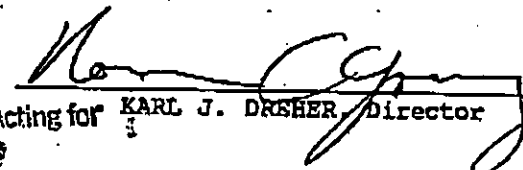
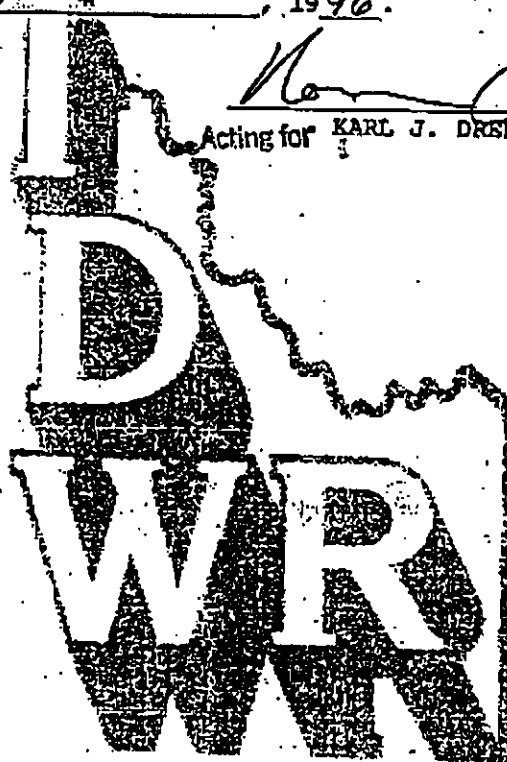
WATER RIGHT LICENSE

WATER RIGHT NO. 96-08791

CONDITIONS OF APPROVAL AND REMARKS

5. Domestic use is for 1 home.
6. Domestic use does not include lawn, garden, landscape, or other types of irrigation.
7. Three points of diversion located in NWNWSW, S36, T54N, R4W.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 6th
day of November, 1996.


Acting for **KARL J. DRASHER**, DirectorRECEIVED
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INSTRUMENT NO. 00043469

678153

Return to Grantee

WARRANTY DEED

For Value Received SUE ANN DORN, A Single Woman, as to an undivided one-half interest and DEBORAH M. KNUTSON, An Unmarried Woman, as to an undivided one-half interest, the grantor(s), do(es) hereby grant, bargain, sell and convey unto GARY L. SPADE, An Unmarried Man, the grantee(s) whose current address is P.O. Box 136, Cocolalla, ID 83813, the following described premises, in BONNER County Idaho, to wit:

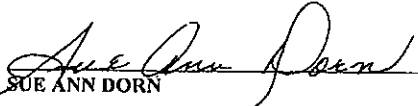
THOSE PORTIONS OF GOVERNMENT LOTS 1, 2 AND 5 LYING EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY IN SECTION 35, TOWNSHIP 54 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.

AND

TO RELEASE RESERVATION ON QUITCLAIM DEED RECORDED FEB. 3, 2004 AS INSTRUMENT #643353.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) 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 all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 31st, 2005


SUE ANN DORN

DEBORAH M. KNUTSON

STATE OF IDAHO

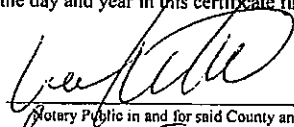
COUNTY OF Bonner

} SS

On this 31st day of MAY, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared SUE ANN DORN and DEBORAH M. KNUTSON 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.

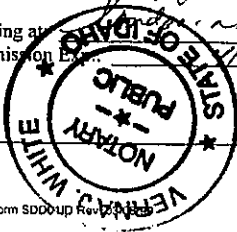
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Residing at
Commission


Notary Public in and for said County and State

RECORDING DATA:

FILED BY
SANDPOINT TITLE INSURANCE
2005 JUN - 31 P 4: 02
608
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY



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INSTRUMENT NO. 00043469

Return to Grantee

WARRANTY DEED

For Value Received SUE ANN DORN, A Single Woman, as to an undivided one-half interest and DEBORAH M. KNUTSON, An Unmarried Woman, as to an undivided one-half interest, the grantor(s), do(es) hereby grant, bargain, sell and convey unto GARY L. SPADE, An Unmarried Man, the grantee(s) whose current address is P.O. Box 136, Cocolalla, ID 83813, the following described premises, in BONNER County Idaho, to wit:

THOSE PORTIONS OF GOVERNMENT LOTS 1, 2 AND 5 LYING EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY IN SECTION 35, TOWNSHIP 54 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.

AND

TO RELEASE RESERVATION ON QUITCLAIM DEED RECORDED FEB. 3, 2004 AS INSTRUMENT #643353.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) 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 all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 26th, 2005

SUE ANN DORN

Deborah M Knutson
DEBORAH M. KNUTSON

STATE OF IDAHO

COUNTY OF Bonne

} ss

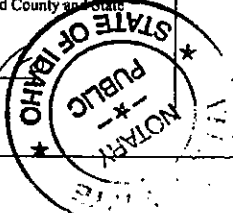
On this 26th day of MAY, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared ~~SUE ANN DORN~~ and DEBORAH M. KNUTSON known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for said County and State

Residing at: London IDCommission Exp.: 4/1/16

RECORDING DATA:



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AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966 RECEIVE
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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Alliance Title & Escrow Corp.
105 Pine Street Suite 101
Sandpoint, ID 83864
(208) 263-2125 or (800) 355-8763
Fax (208) 263-7045

CHICAGO TITLE INSURANCE COMPANY

By:



[Signature]

President

ATTEST:

[Signature]

Secretary

[Signature]

Authorized Signature

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

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ALLIANCE TITLE & ESCROW CORP.
PRIVACY POLICY NOTICE
As of May 31, 2001
PURPOSE OF THIS NOTICE

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Alliance Title & Escrow Corp. shares your concerns about privacy. Our Company is committed to respecting the privacy of our customers. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance and closing your real estate transaction.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non-public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information might be disclosed. In compliance with GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of Alliance Title & Escrow Corp. and the Agent.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

We do not collect any nonpublic information about you other than the following:

- Information we receive from you or from your attorney or other representatives on applications or other forms, such as your name, address, telephone number, or social security number;
- Information about your transactions with us.

In addition, we may collect other nonpublic personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

Information we disclose to third parties

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

- To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;
- To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;
- To an insurance institution, agent, or credit reporting agency for either this Company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;
- To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;
- To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law.

We do not disclose any nonpublic personal information about you with affiliates or non-affiliated third parties for any purpose that is not specifically permitted by law.

Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Alliance Title & Escrow Corp.: You should submit a request in writing to:

Privacy Compliance Officer
Alliance Title & Escrow Corp., Inc.
380 Parkcenter Blvd. Suite 105
Boise, ID 83706

The request should include your name, address, policy number, telephone number and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

Our practices regarding information confidentiality and security:

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, Alliance Title & Escrow Corp. reserves the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of Alliance Title & Escrow Corp. with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

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COMMITMENT FOR TITLE INSURANCE

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Order No: 203054483

SCHEDULE A

1. Effective date: May 5, 2005 at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$225,000.00
Premium: \$980.00

Proposed Insured:

Gary L Spade

(b) ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage
Amount: \$
Premium: \$

(c) Endorsements: Amount: \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Sue Ann Dorn, a single woman

5. The land referred to in this Commitment is described as follows:

Those portions of Government Lots 1, 2 and 5 in lying East of the Spokane International Railroad Right of Way in Section 35, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

COMMITMENT FOR TITLE INSURANCE

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Order No.: 203054483

SCHEDULE B – SECTION 1

The following are the Requirements to be complied with:

- A. Instrument(s) necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.
- B. Furnish recording instructions, completed and executed, when forwarding your encumbrances for recording. A blank instruction is enclosed for your convenience.
This transaction was ordered as a title only transaction and provides for no escrow services. As a result the following services are not provided:
Any curative action regarding items either shown in Schedule B or made as a requirement herein will be the responsibility of the originating party.
Alliance Title & Escrow Corp. will not request payoff statements or facilitate the satisfaction of any monetary obligation of the borrower in this transaction.
No funds will be deposited with Alliance Title & Escrow Corp. and it will not act as closing agent for loan documentation purposes.
Alliance Title & Escrow Corp. will not prepare a HUD-1/Settlement Statements in association with this transaction.
Note: In the event that any of the above requirements are not satisfied at the time of recording and we are authorized by the recording instructions to record your encumbrance with these requirements as "To come" items, they will be inserted in Schedule B of the title insurance policy as exceptions to the policy.

Please be aware that Idaho recording fees are \$3.00 per page

All documentation regarding the above referenced order, including the recording package, should be sent directly to Alliance Title & Escrow Corp. at the following address:

105 Pine Street
Suite 101
Sandpoint, ID 83864
ATTN: Recording Desk

COMMITMENT FOR TITLE INSURANCE

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Order No.: 203054483

Note No.: 1: Taxes, including any assessment collected therewith, for the year shown below as follows:

Amount: \$1,256.96

Year: 2004

Parcel No.: RP 54N04W350002 A

Note No.: 2: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No.: 3: According to the available County Assessor's Office records, the purported address of said land is:

1033 Homestead Road, Athol, ID 83801

Note No.: 4: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Dan Hunt

9 9

COMMITMENT FOR TITLE INSURANCE

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IDWR/North

Order No.: 203054483

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by his commitment.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

C. Special Exceptions:

Pro-rated
~~7~~ Taxes, including any assessments collected therewith, for the year 2002 which are all delinquent

~~8~~ Taxes, including any assessments collected therewith, for the year 2003 which are all delinquent

~~9~~ Taxes, including any assessments collected therewith, for the year 2004 for which the first installment is delinquent and the second installment is due and payable on or before June 20, 2005

10. Taxes, including any assessments collected therewith, for the year 2005 which are a lien not yet due and payable

11. Special assessments, if any, for the City of Athol. No delinquencies appear of record

12. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Northern Lights, Inc.

Purpose: Public Utilities

Recorded: April 13, 2001

Instrument No.: 579919

13. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$16,000.00

Trustor/Grantor: William H Dorn, a single man

Trustee: Sandpoint Title Insurance, Inc.

Beneficiary: Roger L Williams

Recorded: May 9, 1994

Instrument No.: 445000 of Official Records

\$5000.00

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Subordination Agreement

Referencing: Instrument No.: 445000

And: Instrument No.: 556907

Recorded: December 15, 1999

Instrument No.: 556908

Subordination Agreement

Referencing: Instrument No.: 445000

And: Instrument No.: 575545

Recorded: January 16, 2001

Instrument No.: 575546

14. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$100,000.00

Trustor/Grantor: Deborah M Knutson, a single woman

Beneficiary: Tilden Coil Constructors, Inc Pension and Profit Sharing Plan

Recorded: December 15, 1999

Instrument No.: 556907 of Official Records

Subordination Agreement

Referencing: Instrument No.: 445000

And: Instrument No.: 556907

Recorded: December 15, 1999

Instrument No.: 556908

Request for Notice

Recorded: January 18, 2001

Instrument No.: 575676

An agreement to modify the terms and provisions of said Deed of Trust as therein provided:

Recorded: December 30, 2003

Instrument No.: 641470 of Official Records

6/1
\$100,334.82
208/664-1577

15. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$12,500.00

Trustor/Grantor: Deborah M Knutsen, a single woman

Beneficiary: Lincoln Trust Custodian f/b/o/ Michael B Dodd IRA Rollover, as to an undivided 40% interest and Lincoln Trust Custodian f/b/o Randal S Banks IRA Rollover as to an undivided 60% interest

Recorded: January 16, 2001

Instrument No.: 575545 of Official Records

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CS

~~25,000.00~~

16. The provisions contained in Quitclaim Deed,

Recorded: February 3, 2004,

Instrument No.: 643353.

As follows: Reserving unto the Grantor: Deborah M Knutsen, the Grantor's full homestead rights in and to the above described real estate, which are not in any manner abandoned or limited hereby.

Increment

25,000.00

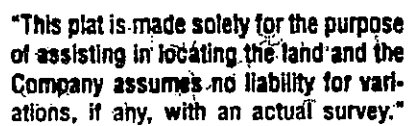
END OF SCHEDULE B

Countersigned at: Sandpoint, ID
Alliance Title & Escrow Corp.

Dan Knutsen

Authorized Officer of Agent

QC prepared in system to please the





RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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.

ID# 15128

DATE May 11, 2005

1. REAL ESTATE OFFICES:

LISTING AGENCY n/a Office Phone # _____
Office Fax # _____ E-Mail _____ Other Phone # _____
Listing Agent _____ E-Mail _____ Phone # _____
SELLING AGENCY n/a Office Phone # _____
Office Fax # _____ E-Mail _____ Other Phone # _____
Selling Agent _____ E-Mail _____ Phone # _____

2. BUYER: Gary L. Spade (Hereinafter called
"BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
"PREMISES" COMMONLY KNOWN AS 1033 Homestead Road City Athol
Bonner County, ID, Zip 83801 legally described as: Those portions of Government Lots 1,
2 and 5, lying N of the Spokane International Railroad row in S35, T54N, R4W BM
OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

3. \$ 225,000.00 PURCHASE PRICE: Two hundred twenty five thousand DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

\$ n/a (A). EARNEST MONEY: BUYER hereby deposits zero DOLLARS as
Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note (due date) _____ other _____
and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt, or ☐ upon acceptance by all
parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ other n/a for the benefit of
the parties hereto. The responsible Broker shall be n/a

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 35 through 56, fill blanks with N/A
(Not Applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.
BUYER agrees to provide SELLER within 5 business days from the date of this agreement, evidence of sufficient funds and/or
proceeds 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 the sale of BUYER'S current residence or other property to be sold.

\$ n/a (C). NEW LOAN PROCEEDS: FIRST LOAN of \$ _____ not including mortgage insurance.
This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IFHA ☐ RD ☐ OTHER _____
with interest not to exceed _____ % for a period of _____ year(s) at ☐ fixed rate ☐ other _____
BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in
points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

\$ n/a (D). ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.
LOAN APPLICATION: BUYER ☐ has ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance Within _____
business days of final acceptance of all parties. BUYER agrees to furnish SELLER with a written confirmation showing lender
approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER and subject only to satisfactory
appraisal and final lender underwriting. If such written confirmation is not received by SELLER within the strict time allotted, SELLER may at
their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, the property must
appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a
loan with different conditions and costs and close transaction provided all other terms and conditions of this 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 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to
complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner,
Veterans Administration or a Direct Endorsement lender setting forth the 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.

\$ 225,000.00 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing
to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If 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)
shall be adjusted at closing of escrow in: ☒ Cash ☐ Other: _____

BUYER and SELLER acknowledge and agree that this page, which constitutes PAGE 1 of 6 PAGES
BUYER'S Initials [Signature] SELLER'S Initials [Signature] Date _____
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PROPERTY ADDRESS: 33 Homestead Road Athol ID# 15128

5. 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 Acceptable Title Policy

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6. 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 attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all 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, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: all mineral, timber and water rights

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: all personal property

7. 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.

8. 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.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the 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 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 premises is not marketable, or cannot be made so within 2 business day(s) 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 Alliance Title Company located at Sandpoint 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 premises 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 Homeowner'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 Escrow Holder 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.

9. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 6 PAGES
BUYER'S Initials (hsp) Date 6/1/05 SELLER'S Initials (hsp) Date _____
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PROPERTY ADDRESS: 3 Homestead Road Ch01 ID# 15128

10. INSPECTION:

(A) BUYER chooses ☐ to have inspection ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved of items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have n/a business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within n/a business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than n/a or the contingency will terminate, (d) that BUYER hereby ☐ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

12. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

13. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form, BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☒ No ☒ N/A

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S): BUYER is responsible to obtain and review a copy of the CC&R's (if applicable). BUYER has reviewed CC&R's. ☐ Yes ☐ No ☒ N/A

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

16. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

PROPERTY ADDRESS:

3 Homestead Road

tho1

ID#

15128

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17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ _____ lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Title Ins. Standard Coverage Owner's Policy		X		
Appraisal Re-inspection Fee				X	Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X
Closing Escrow Fee			X		Additional Title Coverage				X
Lender Document Preparation Fee				X	Fuel in Tank - Amount to be Determined by Supplier				X
Tax Service Fee				X	Well Inspection				X
Flood Certification/Tracking Fee				X	Septic Inspections				X
Lender Required Inspections				X	Septic Pumping				X
Attorney Contract Preparation Fee				X	Survey				X

18. OCCUPANCY: BUYER ☐ does ☒ does not intend to occupy property as BUYER'S primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 3 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

20. RISK OF LOSS: prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) May 31, 2005. The parties agree that the CLOSING AGENCY for this transaction shall be Sandpoint Title - Verna White. Located at 120 South Second Ave., Sandpoint Idaho. If a long-term escrow / collection is involved, then the long-term escrow holder shall be n/a.

22. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ time _____ ☐ a.m. ☐ p.m. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing.

23. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's Broker.

24. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

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25. SINGULAR AND PLURAL terms each include the other, when appropriate.

26. BUSINESS DAYS & HOURS A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

27. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

31. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 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 brokerage'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 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials (mg) BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES
 Date 6/11/05 SELLER'S Initials (X) Date _____

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PROPERTY ADDRESS: 83 Homestead Road thol ID#: 15128

33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supercedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

34. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

36. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) tbd at (Local Time) in which property is located) a.m. p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

37. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)

BUYER Signature Nancy Stapleton

Date 06/11/05 Time a.m. p.m.

Address P.O. Box 136

E-Mail Address Attorney in fact for

BUYER Signature Gary L. Spade

Date Time a.m. p.m.

Address

E-Mail Address

BUYER (Print Name) Gary L. Spade

Phone # 263-6264 Cell # 290-9976

City Cocolalla State ID Zip 83813

Fax #

BUYER (Print Name)

Phone # Cell #

City State Zip

Fax #

38. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #

SELLER Signature

Date Time a.m. p.m.

Address

E-Mail Address

SELLER (Print Name)

Phone # Cell #

City State Zip

Fax #

SELLER Signature

Date Time a.m. p.m.

Address

E-Mail Address

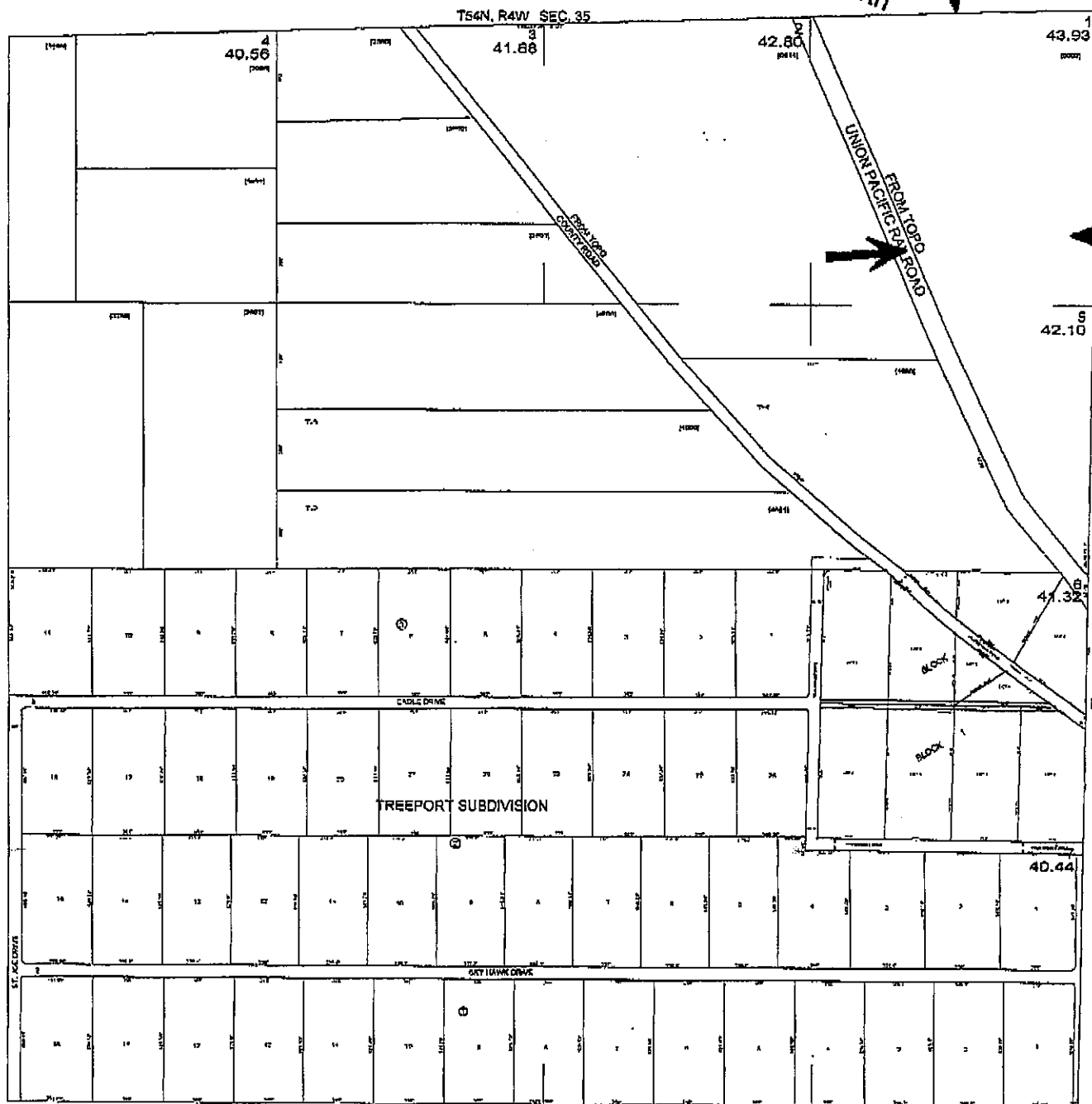
SELLER (Print Name)

Phone # Cell #

City State Zip

Fax #

RECEIVED
SEP 09 2008
IDWR/North



460333

QUITCLAIM DEED

For Value Received WILLIAM H. DORN, a single man, does hereby convey, release, remise and forever quitclaim unto DEBORAH M. KNUTSON, a single woman, whose address is P.O. Box 67, Athol, Idaho 83801 the following described premises, to-wit:

IN THE STATE OF IDAHO, COUNTY OF BONNER

Those portions of Government Lots 1, 2 and 5, lying East of the Spokane International Railroad right of way in Section 35, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

together with their appurtenances.

Dated: 2-10-95

William H. Dorn
WILLIAM H. DORN

STATE OF IDAHO, COUNTY OF BONNER:

On this 10th day of February, 1995, before me, a notary public in and for the said State, personally appeared WILLIAM H. DORN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public for the State of Idaho
Residing at Sandpoint
Comm. Exp.: 4-16-97

FILED BY William
95 FEB 10 PM 4 03
MARIE SCOTT
RECORDER OF BONNER
COUNTY BY ST DEP.

QUITCLAIM DEED

WITNESSETH:

Those portions of Government Lots 1, 2 and 5, lying East of the Spokane International Railroad right of way in Section 35, Township S4 North, Range 4 West, Boise Meridian, Bonner County, Idaho,
Comprising 48.5 acres, more or less,

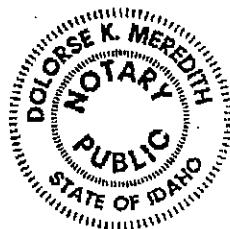
TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof;

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand the day and year first above written.

STATE OF IDAHO)
) ss.
County of Kootenai)

FILED BY
CIT 102-4496
2007 FEB -3 P 4:05
300
MARIE SCOTT
JOHNEN COUNTY RECORDER
all DEPUTY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dolores K. Munday
Notary Public for Idaho
Residing at: Past Falls
My Commission Expires: 7/28/06



INSTRUMENT NO. 00043469

678153

Return to Grantee

WARRANTY DEED

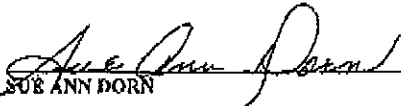
For Value Received SUE ANN DORN, A Single Woman, as to an undivided one-half interest and DEBORAH M. KNUTSON, An Unmarried Woman, as to an undivided one-half interest, the grantor(s), do(es) hereby grant, bargain, sell and convey unto GARY L. SPADE, An Unmarried Man, the grantee(s) whose current address is P.O. Box 136, Cocolalla, ID 83813, the following described premises, in BONNER County Idaho, to wit:

THOSE PORTIONS OF GOVERNMENT LOTS 1, 2 AND 5 LYING EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY IN SECTION 35, TOWNSHIP 54 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.

AND

TO RELEASE RESERVATION ON QUITCLAIM DEED RECORDED FEB. 3, 2004 AS INSTRUMENT #643353.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) 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 all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 31st, 2005

 SUE ANN DORN

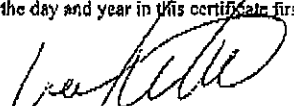
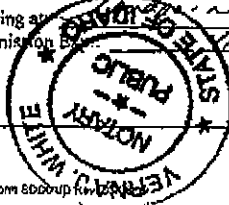
DEBORAH M. KNUTSON

STATE OF IDAHO

COUNTY OF Bonner } ss

On this 31st day of MAY, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared SUE ANN DORN and DEBORAH M. KNUTSON 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


 Notary Public in and for said County and State
Residing at
Commission Expires

RECORDING DATA:

FILED BY
 SANDBOY TITLE INSURANCE
 2005 JUN -31 P 4p 02
 MARIE SCOTT
 BONNER COUNTY RECORDER
 DEPUTY



INSTRUMENT NO. 00043469

Return to Grantee

WARRANTY DEED

For Value Received SUE ANN DORN, A Single Woman, as to an undivided one-half interest and DEBORAH M. KNUTSON, An Unmarried Woman, as to an undivided one-half interest, the grantor(s), do(es) hereby grant, bargain, sell and convey unto GARY L. SPADE, An Unmarried Man, the grantee(s) whose current address is P.O. Box 136, Cocolalla, ID 83813, the following described premises, in BONNER County Idaho, to wit:

THOSE PORTIONS OF GOVERNMENT LOTS 1, 2 AND 5 LYING EAST OF THE SPOKANE INTERNATIONAL RAILROAD RIGHT OF WAY IN SECTION 35, TOWNSHIP 54 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO.

AND

TO RELEASE RESERVATION ON QUITCLAIM DEED RECORDED FEB. 3, 2004 AS INSTRUMENT #643353.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) 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 all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 26TH, 2005

SUE ANN DORN

Deborah M. Knutson
DEBORAH M. KNUTSON

STATE OF IDAHO

COUNTY OF Bonne

} ss

On this 26TH day of MAY, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared ~~SUE ANN DORN~~ and DEBORAH M. KNUTSON 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for said County and State

Residing at: Sandport ID
Commission Exp.: 4/16/11

RECORDING DATA: