

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

DATE OF FILING 25-28-1995

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
WA 95-2130					

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) Thomas A. Brickert
4. New Owner/Claimant(s) City of Rathdrum
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 8047 W. Main St.
- City, State and ZIP Code Rathdrum, ID 83858-9287
- New Telephone Number (208) 687-0261
5. Date you acquired the property July 25, 1995

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)
(include title if applicable)

Nancy Stricklin, City Attorney

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 	Date <u>11/8/05</u>	Fee <u>\$25.00</u>
Received by 	Date <u>11/8/05</u>	Receipt No. <u>NO17256</u>
Processed by _____	AJ Date _____	WR _____ Date _____

**ATTACHMENT TO NOTICE OF CHANGE IN WATER RIGHTS OWNERSHIP
WATER RIGHTS NO. 95-2130**

The following is a summary of the documents evidencing the chain of title to support the ownership of the water rights associated with Water Right No. 95-2130:

Instrument No. 1092573 – Renunciation of Thomas A. Brickert renouncing his interest as the surviving spouse in the property of Emma O. Brickert, which included her interest in the subject property, dated August 4, 1987.

Instrument No. 1096273 – Order Approving Petition for Settlement & Distribution By Personal Representative, which orders the transfer of ownership of Emma O. Brickert's ½ interest in the subject property to the Emma O. Brickert Trust, dated September 10, 1987.

Instruments No. 1360265 and 1364185 - Deed Of Personal Representative And Trustees and Corrected Deed Of Personal Representative And Trustees conveying the interest of the Estate of Thomas A. Brickert and the Emma O. Brickert Trust to Brickert Land Company, dated June 24, 1994 and July 15, 1994.

Option To Purchase between Brickert Land Co. and the City of Rathdrum for the sale of the subject land, including the accompanying water rights, to City of Rathdrum (See page 2 under Interests Conveyed), dated July 22, 1994.

Bricket Half Section plat recorded at Book G Pages 252 and 252A platting the subject property into 31 lots.

Instrument No. 1406967 – Warranty Deed conveying the subject property (now Lots 1 thru 31, Brickert Half Section) to the City of Rathdrum, including appurtenants, dated July 25, 1995.

Title Insurance Policy insuring ownership of the subject property in the name of the City of Rathdrum.

1092573

HERBERT NAGEL, P.A.
ATTORNEY AT LAW
P.O. Box 907
111 N. 2nd Street
Coeur d'Alene, ID 83814
Telephone: (208) 667-9597

MARC E. WALLACE
WALLACE & WALLACE
Attorneys at Law
500 Government Way
Courthouse Plaza - Suite 100
Coeur d'Alene, ID 83814
Telephone: (208) 667-4685

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF

Herbert Nagel
At 10 minutes past 10 o'clock AM

Shirley Daltz

AUG 1 01987

By Sharon Weiss Deputy

Fee \$ 12

Return to In Hand

BOOK 0158 PAGE 583

IN THE DISTRICT OF THE FIRST JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

In the Matter of the Estate of	)	Case No. 68194
	)	
EMMA O. BRICKERT,	)	RENUNCIATION OF
	)	THOMAS A. BRICKERT
Deceased	)	
	)	

I, THOMAS A. BRICKERT, am the surviving spouse of EMMA O. BRICKERT who died on the 24th day of January, 1987, and whose Will has been duly admitted to probate in the above entitled proceeding in the Magistrate Court of Idaho for Kootenai County, and whose estate is solvent. Under the SECOND Article of said Will, I am entitled to receive outright all of the residuary property of EMMA O. BRICKERT.

Pursuant to Section 15-2-801, Idaho Code, and Section 2518 of the United States Internal Revenue Code, I hereby irrevocably and without qualification decline, renounce, disclaim and refuse to accept any and all property rights or interests in the following listed property which I am or may become entitled to receive as an outright gift under the SECOND Article of the Will of EMMA O. BRICKERT:

1. SELLERS' INTEREST IN A SALES AGREEMENT:
Buyers, Clearwater Square Partnership, A Washington general Partnership, Greenhill Investors, a California limited partnership, KEN-SAC Investors, a California limited partnership, Promissory note secured by a security agreement to apartment project known as Clearwater Square Apartments interest payable annually, due date February 1, 1995 interest at 10%. Dated 1-31-1985.

RENUNCIATION - 1

2. The Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of Section Fourteen (14), Township Fifty-one (51) North, Range Five (5) W.B.M., Kootenai County, State of Idaho
3. The North half of the Southwest Quarter (N1/2 SW1/4), and the North half of the Southeast Quarter (N1/2 SE1/4), Section Twenty-nine (29), Township Fifty-one (51) North, Range Four (4) W.B.M., Kootenai County, State of Idaho
4. The North half of the Northeast Quarter (N1/2 NE1/4), and Southwest quarter of the Northeast Quarter (SW1/4 NE1/4), and the North half of the Southeast Quarter of the Northeast Quarter (N1/2 SE1/4 NE1/4) and unplatted part of the East one-half of the Northwest Quarter (E1/2 NW1/4) of Section Thirty-two (32), Township Fifty-one (51), Range Four (4), W.B.M., Kootenai County, State of Idaho, Excepting therefrom tax #10962 whose legal description is:

All that portion of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) and the East half of the Northwest Quarter (E1/2 NW1/4) of Section Thirty-two (32), Township Fifty-one (51) North, Range Four (4) W.B.M., bounded on the West by the High Line Canal of Post Falls Land and Water Co., and bounded on the East by the West line of that certain strip of land described in that certain contract by and between Sarah F. Clapp and the United States of America, recorded March 26, 1945 in Book 21 of Misc. records at page 210.

5. Tax No. 5391 described as:
A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 SW1/4 NE1/4 SW1/4) of Section 1, Township Fifty (50) North, Range Six (6) West, B.M., Kootenai County, Idaho, described as beginning at a point on the Northern boundary line of U.S. Highway No. 10, which point bears N. 46 degrees 20' E. and 1654 feet distant from the SW closing corner of said Section 1, this SW corner is located 176.9 feet South of a Granite Monument on the State Line, M.P. 88; thence N. 28 degrees 29' W. 133 feet to a point 10 feet South of the center of ditch; thence N. 48 degrees 43' E. 33 feet to a point 10 feet South of the center of ditch; thence N. 49 degrees East 270 feet to a point 10 feet South of ditch; thence S. 38 degrees 59' E. 149 feet to a point on the Northern boundary line of U.S. Highway 10; thence Southwesterly along said Northern boundary line of U.S. Highway #10, 327.5 feet to the point of beginning; subject to a 14 foot driveway on the West end. Except Westerly 19 feet, located in SW1/4, S. 01, T.50 N., R. 06 W.B.M., Kootenai County, Idaho.

6. Lot 7, Block 24, Coeur d'Alene and Kings Addition, Coeur d'Alene, Kootenai County, Idaho.

This renunciation applies only to the underlying land and not to the grass crop or any portion thereof upon the land described in subparagraphs 2,3, and 4 herein as of the date of the decedent's death.

I further renounce and refuse to accept any right which I may have to inherit any of the property disclaimed herein by right of intestate succession under the laws of the State of Idaho.

This renunciation only applies to the one-half (1/2) community property interest of EMMA O. BRICKERT in the property listed above and specifically does not apply to my one-half (1/2) community property interest in any and all such property. By this renunciation, I specifically do not renounce other rights or interests I may have, individually or as trustee, under the Will of EMMA O. BRICKERT or any right or interest of mine in the Trust established, or to be established, pursuant to the NINTH Article of the Will of EMMA O. BRICKERT.

My right to make this renunciation has not been barred. I am not now insolvent and I was not insolvent at the time of the death of EMMA O. BRICKERT. I have not voluntarily assigned or transferred, or contracted to assign or transfer, any interest herein described and I have not heretofore waived in any manner my right to renounce any interest herein renounced. There has been no sale or other disposition of any interest herein renounced pursuant to judicial process. I have not accepted any interest herein renounced or any of the benefits of such interest.

It is my intention that this renunciation constitute a qualified disclaimer as defined in Section 2518 of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any subsequent federal tax law.

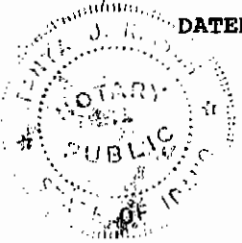
DATED this 4th day of August, 1987.

Thomas a Brickert.

STATE OF IDAHO)
 ss
County of Kootenai)

I certify that I know or have satisfactory evidence that
THOMAS A. BRICKERT signed this instrument and acknowledged it to
be his free and voluntary act for the uses and purposes mentioned
in the instrument.

DATED August 4, 1987



J. R. Smith
Notary Public for Idaho
Residing at Coeur d'Alene Rathdrum
My Commission Expires: 9-29-91

RECEIPT of a copy of this renunciation of THOMAS A. BRICKERT
is hereby acknowledged by THOMAS A. BRICKERT, as Personal
Representative of the Estate of EMMA O. BRICKERT.

DATED this 4 day of August, 1987.

Thomas A. Brickert
THOMAS A. BRICKERT, Personal
Representative of the Estate of
Emma O. Brickert

HERBERT NAGEL, P.A.
Attorney at Law
P.O. Box 907
111 N. 2nd Street
Coeur d'Alene, Idaho 83814
Telephone: (208) 667-9597

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
FILED:

SEP 14 9 25 AM '87

Linda Garrett
DEPUTY

BOOK 0159 PAGE 545

1096273

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

In the Matter of the Estate of	)	Case No. 68194
	)	
EMMA O. BRICKERT,	)	ORDER APPROVING PETITION
	)	FOR SETTLEMENT &
	)	DISTRIBUTION BY PERSONAL
<u>Deceased.</u>	)	REPRESENTATIVE

The Petition of THOMAS A. BRICKERT for Settlement and Distribution of the above named estate having come before the Court for hearing, the Court makes the following findings:

1. THOMAS A. BRICKERT is the duly appointed, qualified, and acting Personal Representative of the above named estate.
2. The Personal Representative has filed an Inventory and Appraisement of all property of the estate known to him.
3. Notice to Creditors has been published and the time for presenting claims that arose prior to the death of the decedent has expired.
4. All debts of the decedent and of the estate, and all expenses of administration, and all taxes that have attached to or accrued against the estate have been paid.

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 1

SCANNED
JUN 05 2007

5. The Personal Representative has filed a Final Account and the estate is in a condition to be closed.

6. Proper notice has been given herein.

7. That the Final Account is allowed and settled.

8. That the property shall be distributed as follows:

(1) Unto the EMMA O. BRICKERT TRUST, George H. Brickert and Mary Ann Anderson, Trustees, an undivided one-half interest in and to the following:

Sellers interest in contract of sale wherein Buyers, Clearwater Square Partnership, a Wash. general Partnership, Greenhill Investors, a Calif. limited partnership, KEN-SAC Investors, a Calif. limited partnership, and KEN-CAL Investors, a Calif. limited partnership, Promissory note secured by security agreement to apartment project known as Clearwater Square Apartments interest payable annually, due date February 1, 1995 interest at 10%

NE $\frac{1}{4}$, SE $\frac{1}{4}$, S. 14, T. 51 N., R. 05 W.B.M.,

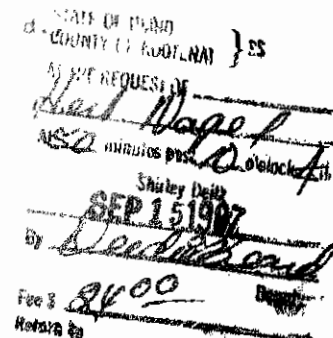
N $\frac{1}{2}$ of SW $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$, S. 29, T. 51 N., R. 04 W.B.M.

N $\frac{1}{2}$ of NE $\frac{1}{4}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, and unplatted part of E $\frac{1}{2}$ of NW $\frac{1}{4}$, excepting therefrom Tax No. 10962 as described in Book 290 at Page 390, Kootenai County Records S. 32, T. 51 N., R. 04 W.B.M. described as:

All that portion of the Northwest Quarter of the Northeast Quarter and the East half of the Northwest Quarter, of Section 32, Township 51 North, Range 4 W.B.M., bounded on the West by the High Line Canal of Post Falls Land and Water Co., and bounded on the East by the West line of that certain strip of land described in that certain contract by and between Sarah F. Clapp and the United States of America, recorded March 21, 1945, in Book 21 of Misc. records at Page 7

Lot 7, Block 24, Coeur d'Alene and Kings Addition, Coeur d'Alene, Kootenai County,

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 2



SCANNED

JUN 05 2007

Tax No. 5391 described as:

A tract of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 50 North, Range 6 West, B.M., Kootenai County, Idaho, described as beginning at a point on the Northern boundary line of U.S. Highway No. 10, which point bears N46°20'E and 1654 feet distant from the SW closing corner of said Section 1, this SW corner is located 176.9 feet South of a Granite Monument on the State Line, M.P. 88; thence N28°29'W 133 feet to a point 10 feet South of the center of ditch; thence N48°43'E. 33 feet to a point 10 feet South of the center of Ditch; thence N49° E. 270 feet to a point 10 feet South of ditch; thence S. 38°59'E. 149 feet to a point on the Northern boundary line of U.S. Highway 10 thence Southwesterly along said Northern boundary line of U.S. Highway #10, 327.5 feet to the point of beginning; Subject to a 14 foot driveway on the West end Except Westerly 19 feet, SW $\frac{1}{4}$, S. 01, T. 50 N., R. 06 W.B.M., Kootenai County, ID.

Tax No. 4169 described as:

A portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 50 North, Range 6 W.B.M., Kootenai County, Idaho, as follows: Beginning at a point from which the SW corner of said Sections 1, bears S.45°52'W. 1118 feet, which point is termed herein Corner No. 1 and is marked by a 1" pipe; thence E. 300 feet along a 1° curve in an Easterly direction along the Northern boundary of the right-of-way of U.S. Highway No. 10, to a point termed herein Corner No. 5 (Corners Numbered 1 and 5, being identical to those mentioned in deed from Ylan et ux to M.R. Arnold of June 17, 1944 and of record in Book 125 of Deeds on Page 28 of the records of Kootenai County, Idaho) said Corner No. 5 being the real place of beginning herein; thence Easterly along said Northern boundary of U.S. No. 10 a distance of 235 feet; thence Northerly 131.2 feet to the lateral; thence along said lateral a distance of approx. 100 feet more or less to a point 110.8 feet Northerly from said Cor. No. 5 thence Southerly to said point of beginning at said Corner No. 5.

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION

SCANNED

JUN 05 2007

2. Unto THOMAS A. BRICKERT the following:

BOOK 0159 PAGE 546

a. An undivided one-half interest in and to:

Sellers interest in contract of sale wherein Buyers, Clearwater Square Partnership, a Wash. general Partnership, Greenhill Investors, a Calif. limited partnership, KEN-SAC Investors, a Calif. limited partnership, and KEN-CAL Investors, a Calif. limited partnership, Promissory note secured by security agreement to apartment project known as Clearwater Square Apartments interest payable annually, due date February 1, 1995 interest at 10%

NE $\frac{1}{4}$, SE $\frac{1}{4}$, S. 14, T. 51 N., R. 05 W.B.M.,

N $\frac{1}{2}$ of SW $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$, S. 29, T. 51 N., R. 04 W.B.M.

N $\frac{1}{2}$ of NE $\frac{1}{4}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, and unplatted part of E $\frac{1}{2}$ of NW $\frac{1}{4}$, excepting therefrom Tax No. 10962 as described in Book 290 at Page 390, Kootenai County Records S. 32, T. 51 N., R. 04 W.B.M. described as:

All that portion of the Northwest Quarter of the Northeast Quarter and the East half of the Northwest Quarter, of Section 32, Township 51 North, Range 4 W.B.M., bounded on the West by the High Line Canal of Post Falls Land and Water Co., and bounded on the East by the West line of that certain strip of land described in that certain contract by and between Sarah F. Clapp and the United States of America, recorded March 26, 1945, in Book 21 of Misc. records at Page 210.

Lot 7, Block 24, Coeur d'Alene and Kings Addition, Coeur d'Alene, Kootenai County, Id.,

Tax No. 5391 described as:

A tract of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 50 North, Range 6 West, B.M., Kootenai County, Idaho, described as beginning at a point on the Northern boundary line of U.S. Highway No. 10, which point bears N46°20' and 1654 feet distant from the SW closing corner of said Section 1, this SW corner is located 176.9 feet South of a Granite Monument on the State Line, M.P. 88; thence N28°29'W

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 4

SCANNED
JUN 05 2007

133 feet to a point 10 feet South of the center of ditch; thence N48°43'E. 33 feet to a point 10 feet South of the center of Ditch; thence N49° E. 270 feet to a point 10 feet South of ditch; thence S. 38°59'E. 149 feet to a point on the Northern boundary line of U.S. Highway 10 thence Southwesterly along said Northern boundary line of U.S. Highway #10, 327.5 feet to the point of beginning; Subject to a 14 foot driveway on the West end Except Westerly 19 feet, SW¼, S. 01, T. 50 N., R. 06 W.B.M., Kootenai County, ID.

Tax No. 4169 described as:

A portion of the SE¼ of the SW¼ of Section 1, Township 50 North, Range 6 W.B.M., Kootenai County, Idaho, as follows: Beginning at a point from which the SW corner of said Sections 1, bears S.45°52'W. 1118 feet, which point is termed herein Corner No. 1 and is marked by a 1" pipe; thence E. 300 feet along a 1° curve in an Easterly direction along the Northern boundary of the right-of-way of U.S. Highway No. 10, to a point termed herein Corner No. 5 (Corners Numbered 1 and 5, being identical to those mentioned in deed from Ylan et ux to M.R. Arnold of June 17, 1944 and of record in Book 125 of Deeds on Page 28 of the records of Kootenai County, Idaho) said Corner No. 5 being the real place of beginning herein; thence Easterly along said Northern boundary of U.S. No. 10 a distance of 235 feet; thence Northerly 131.2 feet to the lateral; thence W. along said lateral a distance of approx. 235 feet more or less to a point 110.8 feet Northerly from said Cor. No. 5 thence Southerly to said point of beginning at said Corner No. 5.

b. Unto THOMAS A. BRICKERT, as his sole and separate property, the following:

Northern State Bank, Certificate of Deposit

First Security Bank of Idaho, NA.

Savings - 088-020-02370-23

Time Deposit, 088-150-08950-32

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 5

SCANNED
JUN 05 2007

Idaho First National Bank, 4th Street Branch
Checking & Macro Savings
Checking - Farm Account

FARM PROPERTY:

1 John Deere Tractor #44, 1973
1 International Tractor M, 1948
1 International Tractor Super M, 1952
1 John Deere CC Harrow, 1973
1 John Deere Plow, 1973
1 John Deere Disc 22', 1973
2 Van Brunt Drills, 1940
1 John Deere Swather, 1973
2 John Deere Combines, 95, 1960
3 John Deere Combines, 95, 1965
1 Fertilizer Spreader, 1960
Pumps (3) & irrigation pipe

PERSONAL PROPERTY IN BAR:

100 chairs, 25 cocktail tables, 1 neon sign
& miscellaneous furniture & fixtures

MOTOR VEHICLES:

1984 Cadillac Eldorado, ID#1G6AL5788EE613906
1969 Chevrolet pick-up, ID#CE249Z-830,604
1951 Ford Stake, ID#F5R1RH-14,680
1948 Chevrolet Truck, ID#6-RK-B 1127
1953 Tank Dodge Truck, ID#81,450,654
1953 Chevrolet Truck, ID#W53N-021,192
1957 Chevrolet Truck, ID#6C-570,112,977

REFUNDS:

I.R.S. Refund
I.R.S. Refund

State of Idaho Refund
State of Idaho Refund

MOBILE HOMES:

48 X 24 Glenbrook, DW 2833 SN 1210,
64 X 14 Great Lakes, DN 2669 SN 11492
67 X 14 Shelterex DN 2834, SN 5589

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 6

SCANNED
JUN 05 2007

SELLERS' INTEREST IN CONTRACTS OF SALE:

BOOK 0159 PAGE 547

Buyers - Amos M. Crowe, Sr., & Maude B. Crowe, husband and wife, Lots 7 & 8, Block 17, O'Brien's Third Addition to Town of Coeur d'Alene, Kootenai County, ID. date of contract February 1, 1974, payable \$135.00 per month

Buyers - Richard E. and Patty L. Wright, Tract 39, Block 25, Post Falls Irrigated Tracts, Kootenai County, Id. date of contract October 1, 1982, payable \$300.00 per month interest at 10%

Buyers, Gary L. Coe, Barbara E. Coe, Robert C. Henning and Gayle L. Henning, Tenants in Common, Tract 28, Block 25, Post Falls Irrigated Tracts, Kootenai County, Id. date of contract October 1979, payable \$400.00 per month interest at 10 1/2%

Buyer, Diane Rice, East 42.15 feet of Lot 10, Block A, Columbus Park, Kootenai County, ID. date of contract October, 1969, payable \$65.00 per month, interest at 7 1/2%

Buyer, Theron Morgan, Portion of SE 1/4 SW 1/4, Section 1, Twp. 50 N., R. 6, W.B.M., Kootenai County, Id. date of contract June 1, 1986 payable \$500.00 per month, interest at 10%

Buyer, William D. and Janis L. Young, husband and wife, Lots 34 & 35, Block 1, Reeves Farrell Addition to Huetter, Kootenai County, ID. date of contract, March, 1978, payable \$325.00 per month interest at 9 1/4%

Buyers, Robert C. and Candice M. Craig, husband and wife, Tract 38, Block 25, Post Falls Irrigated Tracts, Kootenai County, Id. date of contract October, 1982, payable \$325.00 per month, interest at 10%

Buyers, Allan & Phyllis Gibson, Lots 7 & 8, O'Briens First Addition to Coeur d'Alene, Kootenai Count., ID. date of contract February, 1984, payable \$650 per month, due date is September, 2010, interest at 10%

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 7

SCANNED

SCANNED
JUN 15 2007

JUN 15 2007

JUN 15 2007

Buyers, Ted I. and Betty D. Argraves, husband and wife, Tract 21, Block 25, Post Falls Irrigated Tracts, Kootenai County, Id. date of contract June, 1979, payable \$300.00 per month interest at 9%

Buyers John H. and Elsie Sain, husband and wife, East Half of Tract 26, Post Falls Irrigated Tracts, Kootenai County, Id. date of contract March, 1984, payable \$250.00 per month interest at 10%

PARTNERSHIP INTEREST:

9½% interest in LEECO
4525 Cosco Avenue
Edina, Minnesota 55424

REAL PROPERTY

1987 payment due from U.S. Department of Agriculture, Agricultural Stabilization & Conservation Service

Tract 306, Hayden Lake Irrigated Tracts,
S. 21, T. 51, N. R. 04 W.B.M.

Lots 3 & 4, Block 1, Hunt's Addition to Coeur d'Alene, Kootenai County, Id.

Lots 1 & 2, Block 5, Russell's Addition to Coeur d'Alene, Kootenai County, Idaho.

IT IS HEREBY ORDERED AND DECREED:

That the Personal Representative is directed to make distribution of the remaining estate property and any other property of the decedent or the estate not now known or discovered, to the person and in the manner set forth above.

ENTERED this 10th day of September, 1987.

A.H. PARISOT, JR.
Magistrate

ORDER APPROVING PETITION FOR
SETTLEMENT AND DISTRIBUTION 8

STATE OF IDAHO
County of Kootenai
I, Shirley A. Deitz, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof as on file in this office. Witness my hand and seal of said court on this the 14th day of September 1987.
SHIRLEY A. DETZ, CLERK OF THE DISTRICT COURT
By [Signature] Deputy

SCANNED
JUN 05 2007

1360265

DEED OF PERSONAL REPRESENTATIVES AND TRUSTEES

THIS DEED made this 24 day of June, 1994, between Thomas L.D. Brickert, George H. Brickert and Mary Ann Anderson as Personal Representatives of the Estate of Thomas A. Brickert, deceased, herein referred to as Personal Representatives, and George H. Brickert and Mary Ann Anderson as Trustees of the Emma O. Brickert Trust, herin referred to as Trustees; the Grantors, and Brickert Land Company, an Idaho Partnership, herein referred to as Grantee whose address is 8065 N. Atlas Road, Coeur d'Alene, Idaho.

In distribution of the above named Estate and Trust, Personal Representatives and Trustees hereby convey unto Brickert Land Company, an Idaho Partnership, all interest in the following described real property, situated in the County of Kootenai, State of Idaho, to-wit:

Parcel 1

NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14, Township 51 N., Range 5
W.B.M. Total of 314 acres.

Parcel 2

N $\frac{1}{2}$ of SW $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 29, STATE OF IDAHO } ss
Township 51 N., Range 4 W.B.M. Total of 162 COUNTY OF KOOTENAI }
acres. AT THE REQUEST OF
Brickert Land Co

Parcel 3

N $\frac{1}{2}$ of NE $\frac{1}{4}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$
of NE $\frac{1}{4}$, and unplatted part of E $\frac{1}{2}$ of NW $\frac{1}{4}$,
Section 32, Township 51 N., Range 4 W.B.M.,
excepting therefrom Tax #10962. Total of 159
acres.

JUN 24 10 30 AM '94

TOM TACCART
T. Taccart
FEE\$ 1200 DEPUTY

1360265

Parcel 4

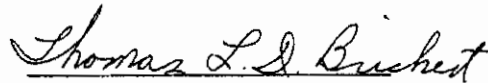
Lot 7, Block 24, Coeur d'Alene and Kings
Addition, Coeur d'Alene, Kootenai County, ID.

TO HAVE AND TO HOLD all of the above granted premises,
together with the appurtenances, and every part thereof, to
Grantee, their heirs and assigns forever.

Personal Representatives agree with Grantee that they are
lawfully the Personal Representatives of the Thomas A. Brickert
Estate, and that they have full power to convey as aforesaid.
Personal Representatives further covenant that they have in all
respects, made this conveyance pursuant to the authority granted by
the statutes of the State of Idaho.

Trustees agree with Grantee that they are lawfully the
Trustees of the Emma O. Brickert Trust, and that they have full
power to convey as aforesaid. Trustees further covenant that they
have in all respects, made this conveyance pursuant to the
authority granted by the statutes of the State of Idaho.

IN WITNESS WHEREOF, Personal Representatives and Trustees have
executed this Deed the day and year first hereinabove written.



Thomas L. D. Brickert, As
Personal Representative of
The Estate of Thomas A.
Brickert

1360265

George H. Brickert
George H. Brickert, As
Personal Representative of
The Estate of Thomas A.
Brickert

Mary Ann Anderson
Mary Ann Anderson, As
Personal Representative of
The Estate of Thomas A.
Brickert

STATE OF IDAHO)
 ss
County of Kootenai)

On this 24 day of June, 1994, before me, the undersigned Notary Public, personally appeared THOMAS L.D. BRICKERT, GEORGE H. BRICKERT, and MARY ANN ANDERSON, known or identified to me to be the persons whose names are subscribed to the within instrument as PERSONAL REPRESENTATIVES OF THE ESTATE OF THOMAS A. BRICKERT, Deceased, and acknowledged to me that they executed the same as such PERSONAL REPRESENTATIVES OF THE ESTATE OF THOMAS A. BRICKERT.

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

Michael J. Vetter
Notary Public for Idaho
Residing at: 4127 1/2
Commission expires: 4/27/95



1360265

George H. Brickert
George H. Brickert, As
Trustee of the Emma O.
Brickert Trust

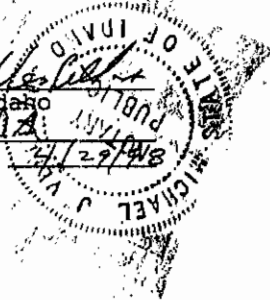
Mary Ann Anderson
Mary Ann Anderson, As
Trustee of the Emma O.
Brickert Trust

STATE OF IDAHO)
 ss
County of Kootenai)

On this 24 day of June, 1994, before me, the undersigned Notary Public, personally appeared GEORGE H. BRICKERT, and MARY ANN ANDERSON, known or identified to me to be the persons whose names are subscribed to the within instrument as TRUSTEES OF THE EMMA O. BRICKERT TRUST, and acknowledged to me that they executed the same as such TRUSTEES OF THE EMMA O. BRICKERT TRUST.

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

Michael J. Hebl
Notary Public for Idaho
Residing at: 402
Commission expires: 2/29/98



1364185

CORRECTED DEED OF PERSONAL REPRESENTATIVES AND TRUSTEES

THIS DEED made this 15 day of July, 1994, between Thomas L.D. Brickert, George H. Brickert and Mary Ann Anderson as Personal Representatives of the Estate of Thomas A. Brickert, deceased, herein referred to as Personal Representatives, and George H. Brickert and Mary Ann Anderson as Trustees of the Emma O. Brickert Trust, herin referred to as Trustees; the Grantors, and Brickert Land Company, an Idaho Partnership, herein referred to as Grantee whose address is 8065 N. Atlas Road, Coeur d'Alene, Idaho.

In distribution of the above named Estate and Trust, Personal Representatives and Trustees hereby convey unto Brickert Land Company, an Idaho Partnership, all interest in the following described real property, situated in the County of Kootenai, State of Idaho, to-wit:

Parcel 1

NE ¼ and SE ¼, Section 14, Township 51 N.,
Range 5 W.B.M. Total of 314 acres.

IN WITNESS WHEREOF, Personal Representatives and Trustees have executed this Deed the day and year first hereinabove written.

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF
Michael Verbitz

JUL 28 9 37 AM '94

M.E. Thompson
1300
DEPUTY

Thomas L.D. Brickert

Thomas L. D. Brickert, As
Personal Representative of
The Estate of Thomas A.
Brickert

1364185

Mary Ann Anderson
Mary Ann Anderson, As
Personal Representative of
The Estate of Thomas A.
Brickert

STATE OF IDAHO)
 SS
County of Kootenai)

On this 15 day of July, 1994, before me, the undersigned Notary Public, personally appeared THOMAS L.D. BRICKERT, and MARY ANN ANDERSON, known or identified to me to be the persons whose names are subscribed to the within instrument as PERSONAL REPRESENTATIVES OF THE ESTATE OF THOMAS A. BRICKERT, Deceased, and acknowledged to me that they executed the same as such PERSONAL REPRESENTATIVES OF THE ESTATE OF THOMAS A. BRICKERT.

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

Michael J. Carlson
Notary Public for Idaho
Residing at: Coeur d'Alene
Commission expires: 4/27/98

George H. Brickert
George H. Brickert
Personal Representative of
The Estate of Thomas A.
Brickert

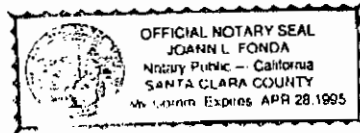
STATE OF CALIFORNIA)
 SS
County of Santa Clara

On this 18th day of July, 1994, before me, the undersigned Notary Public, personally appeared GEORGE H. BRICKERT,

1364185

known or identified to me to be the person whose name is subscribed to the within instrument as PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS A. BRICKERT, Deceased, and acknowledged to me that he executed the same as such PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS A. BRICKERT.

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



Joann L. Fonda
Notary Public for ~~Idaho~~ *California*
Residing at: *1698 Nilda Ave*
Commission expires: *4/28/95* *Meridian, 94400*

George H. Brickert
George H. Brickert, As
Trustee of the Emma O.
Brickert Trust

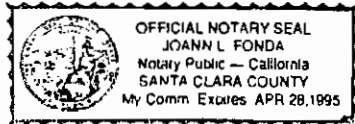
STATE OF CALIFORNIA)
County of *Santa Clara* ^{SS}

On this 18th day of July, 1994, before me, the undersigned Notary Public, personally appeared GEORGE H. BRICKERT, known or identified to me to be the person whose name is subscribed to the within instrument as TRUSTEE OF THE EMMA O. BRICKERT TRUST, and acknowledged to me that he executed the same as such TRUSTEE OF THE EMMA O. BRICKERT TRUST.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

1364185

official seal the day and year in this certificate first herein written.



Joann L. Fonda
Notary Public for ~~Idaho~~ California
Residing at: 1690 Wilda Ave mtn view
Commission expires: 4-28-95

Mary Ann Anderson
MARY ANN ANDERSON, As
Trustee of the Emma O.
Brickert Trust

STATE OF IDAHO)
 SS
County of Kootenai)

On this 25 day of July, 1994, before me, the undersigned Notary Public, personally appeared MARY ANN ANDERSON known or identified to me to be the person whose name is subscribed to the within instrument as TRUSTEE OF THE EMMA O. BRICKERT TRUST, and acknowledged to me that she executed the same as such TRUSTEE OF THE EMMA O. BRICKERT TRUST.

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

Michael J. Carls
Notary Public for Idaho
Residing at: Coeur d'Alene
Commission expires: 4/29/98

OPTION TO PURCHASE

On this 22 day of July, 1994, the Brickert Land Co., a general partnership, hereinafter referred to as "Sellers", in consideration of the sum of Five Thousand Dollars (\$5,000.00) as option payment, to be paid by the City of Rathdrum, hereinafter referred to as "City" and in consideration of the mutual covenants and agreements contained in this Option Contract, does hereby grant and convey to the City, their successors and assigns, the exclusive right and option to purchase the real property described as follows:

NE ¼ and SE ¼, Section 14, Township 51 N., Range 5 W.B.M. Total of 314 acres, Kootenai County, Idaho.

together with all improvements thereon, and hereditaments easements and appurtenances thereunto belonging, upon the terms and conditions hereinafter set forth.

OPTION TERMS

This option contract becomes legally binding upon execution hereof by both parties and approval by the City.

The term of this option contract hereinafter referred to as the option period commences on the date that the option payment is received by sellers and shall remain in effect through June 1995.

This option shall be exercised by posting written notice, by certified mail-return receipt requested, to seller at the office of Michael Verbillis at 111 North 2nd, Suite 300, Coeur d'Alene, Idaho 83814.

PURCHASE PRICE

The total purchase price of the property shall be one million dollars (\$1,000,000.00) paid in cash and subject to the provisions of this agreement.

SELLERS RESPONSIBILITIES

Seller shall submit the following items to Pioneer Title Company within thirty (30) days of the date that the City exercises this option:

- a) A general warranty deed for the property.

- b) Marketable title insurance commitment covering the property in the amount of the purchase price.

TAXES AND ASSESSMENTS

All real estate taxes and assessments shall be prorated and paid at closing.

CLOSING

Closing shall be at an hour and place mutually agreed upon between the parties. The closing date shall be within thirty (30) days of the date this option is exercised unless otherwise agreed to by both parties.

INTERESTS CONVEYED

At closing, the Seller shall execute and deliver to the City or its assigns, a good and sufficient general warranty deed provided by the Seller, conveying unto the City a good, insurable and marketable title to the Property, together with all timber rights, water rights, and mineral rights, including oil and gas, with hereditament and appurtenances, leases, tenancies, and exceptions of record, as well as those that exist and are known by the Seller or of which Seller has constructive notice, but are not recorded in the public records, and all rights, title and interest of the Sellers in and to any streams, canals, water bodies, drainage ditches, alleys, roads, streets, easements of access and utility right-of-ways, abutting or adjoining the property.

LOSS OR DAMAGE TO PROPERTY

All loss or damage to the property shall be at the risk of the Seller until closing. In the event that such loss or damage occurs, the closing agent may without liability, refuse to accept the conveyance of title, in which event the consideration paid on account of this option shall be refunded, or the City may elect to accept the conveyance of title to the property, in which case there shall be an equitable adjustment of the purchase price based upon the change of circumstances.

RIGHT OF ENTRY

The Seller agrees that from the date hereof, officers, attorneys, and duly authorized agents of the City upon reasonable notice to Sellers shall have the right and privilege of entering the property for all lawful purposes in connection with the acquisition thereof.

CLOSING DOCUMENTS

Seller shall be responsible for the preparation of all closing documents, including deed and closing statements and shall submit copies of same to City at least seven days prior to closing.

NOTICE TO PARTIES

Any notices required or permitted to be given by this agreement shall be given or made in writing and shall be served personally or, other than during a period of general interruption of postal services, mailed in the United States by prepaid, certified mail to the City as follows:

City of Rathdrum
P.O. Box 67
Rathdrum, ID 83858

Any notice given in accordance with the provisions of this section shall be deemed to be effective, if delivered, on the date of such delivery or if mailed, upon the date of mailing. Each party must give notice to each of the other party of a change of its address for the purpose of giving notice under this section.

POSSESSION

Seller shall reserve the right to maintain possession of this property up to and including the harvest season of 1995.

The City of Rathdrum acknowledges that Sellers intend to continue farming operations on portions of this property which is not utilized for lagoon purposes. City grants to Sellers the right of first refusal to lease portions of the demised premises not necessary for municipal purposes at market rates, for a minimum of five years after the 1995 harvest.

ENTIRE AGREEMENT

This contract contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this contract shall be binding unless executed in writing by the parties hereto.

SEVERABILITY

In the event any of the sections of the contract are deemed to be unenforceable, same shall not affect the enforceability of the remaining sections of this contract.

ASSIGNABILITY

This Option may not be assigned by the City without written consent by the Sellers.

TIME IS OF THE ESSENCE

Time is of the Essence with regard to all dates provided herein for performance of any obligation by either party.

GENDER

Whenever used in this option, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other gender.

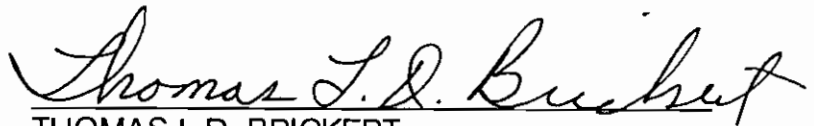
SURVEY

The Seller shall convey title to the real property described herein in accordance with any surveys currently in existence or hereafter recorded.

**IF YOU DO NOT UNDERSTAND THIS CONTRACT OR ANY PART OF IT,
YOU SHOULD CONSULT AN ATTORNEY.**

DATED this 22 day of July, 1994.

SELLER:


THOMAS L.D. BRICKERT

County of Kootenai

On this 22 day of July, 1994, before me, the undersigned Notary Public, personally appeared Thomas C.D. Brickert known or identified to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

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

Anna E. Kruse
NOTARY PUBLIC FOR IDAHO
Residing at: *Coeur d'Alene*
Commission expires: *9/18/18*

DATED this 22 day of July, 1994.

SELLER:

Mary Ann Anderson
MARY A. ANDERSON

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 22 day of July, 1994, before me, the undersigned Notary Public, personally appeared Mary Ann Anderson, known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

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

Anna E. Kiser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
Commission expires: 9/18/98

DATED this 14th day of July, 1994.

SELLER:

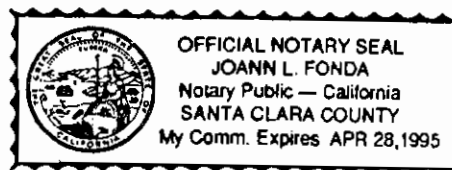
George H. Brickert
GEORGE H. BRICKERT

STATE OF IDAHO California
County of Kootenai Santa Clara ss.

On this 14th day of July, 1994, before me, the undersigned Notary Public, personally appeared George H. Brickert, known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

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

Joann L. Fonda
NOTARY PUBLIC FOR IDAHO California
Residing at:
Commission expires:



ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of Santa Clara)

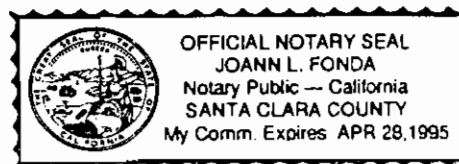
On 14 July ¹⁹⁴ before me, Joann L. Fonda,
Date Name and Title of Officer (i.e., Your Name, Notary Public)

personally appeared Glenn H. Brickett,
Name(s) of Document Signer(s)

personally known to me (or 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

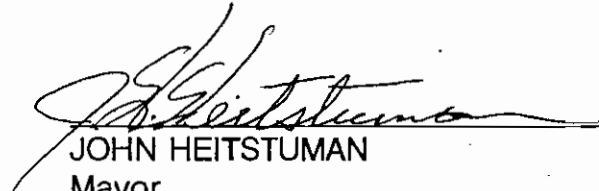
Joann L. Fonda
Signature of Notary



(Affix seal in the above blank space)

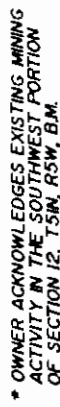
DATED this 4 ^{aug} day of June, 1994.

BUYER:


JOHN HEITSTUMAN
Mayor

ATTEST:


JUDY HOLLENBECK, City Clerk



NOTE: THE RIGHT-OF-WAYS OF HAYDEN AVE, GREEN FERRY ROAD, AND WYOMING AVENUE ARE 50 FEET BY PRESCRIPTION PER AEN & YEAGER ENGINEERS (POST FALLS HIGHWAY DISTRICT). THE RIGHT-OF-WAY LINE WAS ESTABLISHED FROM THE EXISTING ROAD CENTERLINE IN EACH CASE AND SAID RIGHT-OF-WAY LINE DOES NOT NECESSARILY PARALLEL THE SECTION LINES.

TOTAL ACREAGE= 320.8 LESS R/W (NET 314.3± AC.)

BRICKERT HALF SECTION

SCALE: 1"=400' 14-51N-5W P255 DRAWN BY: DWJ REVISED:

FRAME & SMETANA, PA
Consulting Engineers
Coeur d'Alene, Idaho
208-664-2121

Book D pag 252 A

4.5-95

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE
 COMMISSIONER OF FOOTBALL COUNTY, IDAHO, AT THE REQUEST OF EMANUEL SZDETJANA
 THIS 24 DAY OF JAN, 1995, AT 11:34 A.M. AND DULY RECORDED IN
 PLAT BOOK 51 PAGE 252, 252A. # 1399763

ROOSTER COUNTY RECORDER

BRICKERT HALF SECTION AN IDAHO CODE PLAT		DRAWN BY: DWK		FRAME & SMETANA, PA Consulting Engineers Coeur d'Alene, Idaho 208-684-2121	SHEET 2 OF 2 
SCALE: NONE	14-51N-5W	P255	REVISED:		
DATE: 04/05/95					

FRAME & SMETANA, PA
Consulting Engineers
Coeur d'Alene, Idaho
208-664-2121

57011 NHC

1406967



A Pioneer Company

PIONEER TITLE COMPANY
 OF KOOTENAI COUNTY

100 Wallace Ave. / Coeur d'Alene, Idaho 83814 / Telephone (208) 664-8254

WARRANTY DEED

FOR VALUE RECEIVED BRICKERT LAND COMPANY, AN IDAHO PARTNERSHIP

the Grantor s , do hereby grant, bargain, sell and convey unto CITY OF RATHDRUM

 the Grantee s , whose address is P.O. Box 67, Rathdrum ID 83858

the following described premises, to-wit:

 LOTS 1 THRU 31, INCLUSIVE, BRICKERT HALF SECTION, ACCORDING TO THE PLAT FILED IN
 BOOK "G" OF PLATS AT PAGES 252 AND 252A, RECORDS OF KOOTENAI COUNTY, STATE OF
 IDAHO.

 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 hereby covenant to and with the said Grantee s, that they are
 the owners in fee simple of said premises; that said premises are free from all encumbrances EXCEPT (1) Current and
 Future taxes and irrigation assessments if applicable (2) Covenants, Conditions, restrictions and reservations of record
 (3) Easements and Right of ways of record and in view

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 25, 1995

BRICKERT LAND COMPANY, AN IDAHO PARTNERSHIP

George H. Brickert
 BY: GEORGE H. BRICKERT, GENERAL PARTNER

Thomas L.D. Brickert
 BY: THOMAS L.D. BRICKERT, GENERAL PARTNER
Mary Ann Anderson
 BY: MARY ANN ANDERSON, GENERAL PARTNER

ACKNOWLEDGMENT - Individual

STATE OF _____, County of _____, ss.

 On this _____ day of _____, in the year of _____,
 before me _____,

 _____, a notary public,
 personally appeared _____,

 _____, known or
 identified to me to be the person whose name
 subscribed to the within instrument, and acknowledged to me that
 _____ executed the same.

Notary Public: _____

Residing at: _____

My Commission expires: _____

STATE OF IDAHO, COUNTY OF _____

 I hereby certify that this instrument was filed for a record at the
 request of _____ at _____ minutes past _____ o'clock _____ m., this
 _____ day of _____ 19 _____, in my office, and duly
 recorded in Book _____ of Deeds at page _____

 Ex-Officio Recorder

By _____

Deputy.

Fees \$ _____

Mail to: _____

Commitment To Insure

ALTA Commitment 1970 Rev.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, 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 Schedule 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.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

PRELIMINARY COMMITMENT NO. 57011
READ AND APPROVED

SELLER TRDB / MAA / GHB DATE 7-26-95
BUYER B DATE 7-27-95

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

David R. Egleh
Authorized Signatory

By

[Signature]
President

President

Attest

Secretary

COMMITMENT FOR TITLE INSURANCE**SCHEDULE A****PIONEER TITLE COMPANY OF KOOTENAI COUNTY**

100 Wallace Avenue

Coeur d'Alene ID 83814

(208) 664-8254

Unit B: David English/Susie Anderson

Closing/Nadine Cooper

FILE NUMBER: **57011**1. Effective Date: **July 11, 1995 at 8:00AM**

2. Policy or Policies to be issued:

A. ☒ ALTA Owner's Policy, (4-6-90) ☒ Standard Coverage ☐ Extended Coverage Amount **\$1,000,000.00**
Premium **\$2,730.00**Proposed Insured: **CITY OF RATHDRUM**B. ☐ ALTA Loan Policy, (4-6-90) ☐ Standard Coverage ☐ Extended Coverage Amount \$
Premium **\$0.00**

Proposed Insured:

C. Amount \$
Premium \$

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:

BRICKERT LAND COMPANY, an Idaho Partnership

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

Lots 1 thru 31, inclusive, BRICKERT HALF SECTION, according to the plat filed in Book "G" of {ats at Pages 252 and 252A, records of Kootenai County, State of Idaho.

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B - SECTION I**FILE NUMBER: 57011

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 this 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 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.*

*Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

(See Schedule B-Section 2 beginning on next page.)

COMMITMENT FOR TITLE INSURANCE**SCHEDULE B - SECTION II****Special Exceptions:**

- ① General taxes for the year 1995, which are liens, are not yet due and payable.
- 2 A Memorandum of Lease affecting the premises herein stated, memorandum thereof dated and recorded as herein set forth, executed by and between the parties herein named for the term and upon the terms, covenants and conditions therein provided.

Dated: Not Shown
 Lessor: Brickert Land Company
 Lessee: Thomas H. Anderson and Mary Ann Anderson
 Recorded: October 14, 1994
 Instrument No.: 1373760
 Terms: Not Shown
 Affects: Property in question and other property

Corrected Memorandum of Lease and Addendum to Lease Agreement recorded December 30, 1994 as Instrument No. 1383175.

- ③ Covenants, conditions, restrictions and easements as set forth on the hereinafter named plat as follows:
 Purpose: Reserving a 15.0 foot utility easement adjacent to said rights of way.

And also reserving as 30.0 foot access and utility easement across each lot adjacent to each lot line except along the frontage to Hayden Avenue, Green Ferry Road, and Wyoming Avenue, as platted hereon, and a 50.0 foot radius circular easement around the existing well. Water service to be provided by individual wells.

- ④ The requirement that the company be provided a consent to plat, for recording by the vestee herein. (Brickert Land Company, an Idaho Partnership.)

- ⑤ Articles of Partnership of Brickert Land Company recorded January 1, 1994 as Instrument No. 1356825.

NOTES:

1. General taxes for the year 1994, which were liens, in the original sum of \$3,159.88, are paid. Parcel No. 51N05W-14-7400 B/N 134061. Property tax includes a Agricultural Exemption.

1st Half:	\$ 1,579.94
2nd Half:	\$ 1,579.94
TOTAL:	\$ 3,159.88

2. There is no notice of record and therefore no search has been made of any unpaid charges or fees for sewer, water, garbage, irrigation and other possible utility services.

3. In the event that any or all of the sellers are foreign persons or entities, please notify Pioneer Title Company for further arrangements must be made prior to closing.

4. Examination of the records discloses no matters pending against the names of CITY OF RATHDRUM, the proposed purchasers.

5. In the event that this transaction fails to close, a minimum fee of \$100.00 will be charged to comply with the State Insurance Code.

CONTINUED

Schedule B (continued)

File No. 57011

6. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:

- (a) the personal execution and acknowledgment of any deed, deed of trust, mortgage or special power of attorney to convey or encumber the homestead by the vested owner and spouse, if any,

or in the alternative

- (b) an affidavit, signed by the vested owner and spouse which states (i) that the land described herein is not their principal residence; (ii) the land is not claimed as homestead property; and (iii) their principal residence is . (and if applicable, the vested owner is not married.)

END OF REPORT

[illegible]



A Pioneer Company

PIONEER TITLE COMPANY
 OF KOOTENAI COUNTY

100 Wallace Ave. / Coeur d'Alene, Idaho 83814 / Telephone (208) 664-8254

READ & APPROVED BY GRANTEEES

WARRANTY DEED

FOR VALUE RECEIVED BRICKERT LAND COMPANY, AN IDAHO PARTNERSHIP

the Grantor s , do hereby grant, bargain, sell and convey unto CITY OF RATHDRUM

the Grantee s , whose address is

the following described premises, to-wit:

 LOTS 1 THRU 31, INCLUSIVE, BRICKERT HALF SECTION, ACCORDING TO THE PLAT FILED IN
 BOOK "G" OF PLATS AT PAGES 252 AND 252A, RECORDS OF KOOTENAI COUNTY, STATE OF
 IDAHO.

 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 hereby covenant to and with the said Grantee s, that they are
 the owner s in fee simple of said premises; that said premises are free from all encumbrances EXCEPT (1) Current and
 Future taxes and irrigation assessments if applicable (2) Covenants, Conditions, restrictions and reservations of record
 (3) Easements and Right of ways of record and in view

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 25, 1995

BRICKERT LAND COMPANY, AN IDAHO PARTNERSHIP

BY: THOMAS L.D. BRICKERT, GENERAL PARTNER

BY: GEORGE H. BRICKERT, GENERAL PARTNER

BY: MARY ANN ANDERSON, GENERAL PARTNER

ACKNOWLEDGMENT - Individual

STATE OF _____, County of _____, ss.

On this _____ day of _____, in the year of _____, before me _____,

personally appeared _____, a notary public,

known or identified to me to be the person whose name _____

subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public _____

Residing at: _____

My Commission expires: _____

STATE OF IDAHO, COUNTY OF _____

I hereby certify that this instrument was filed for a record at the request of _____

at _____ minutes past _____ o'clock in, this _____ day of _____, 19 _____, in my office, and duly recorded in Book _____ of Deeds at page _____

Ex-Officio Recorder

By _____

Deputy.

Fees _____
Mail to: _____

AREA OF CITY IMPACT
CITY OF SPIRIT LAKE
KOOTENAI COUNTY, IDAHO

PROJECT:	DATE:	8-19-05
	SCALE:	1" = 1500'
	DRAWN BY:	JPH
	CHECKED BY:	EJE
	FILE No.:	spirit lake ocl
	DATA No.:	14388

SHEET 1 OF 1

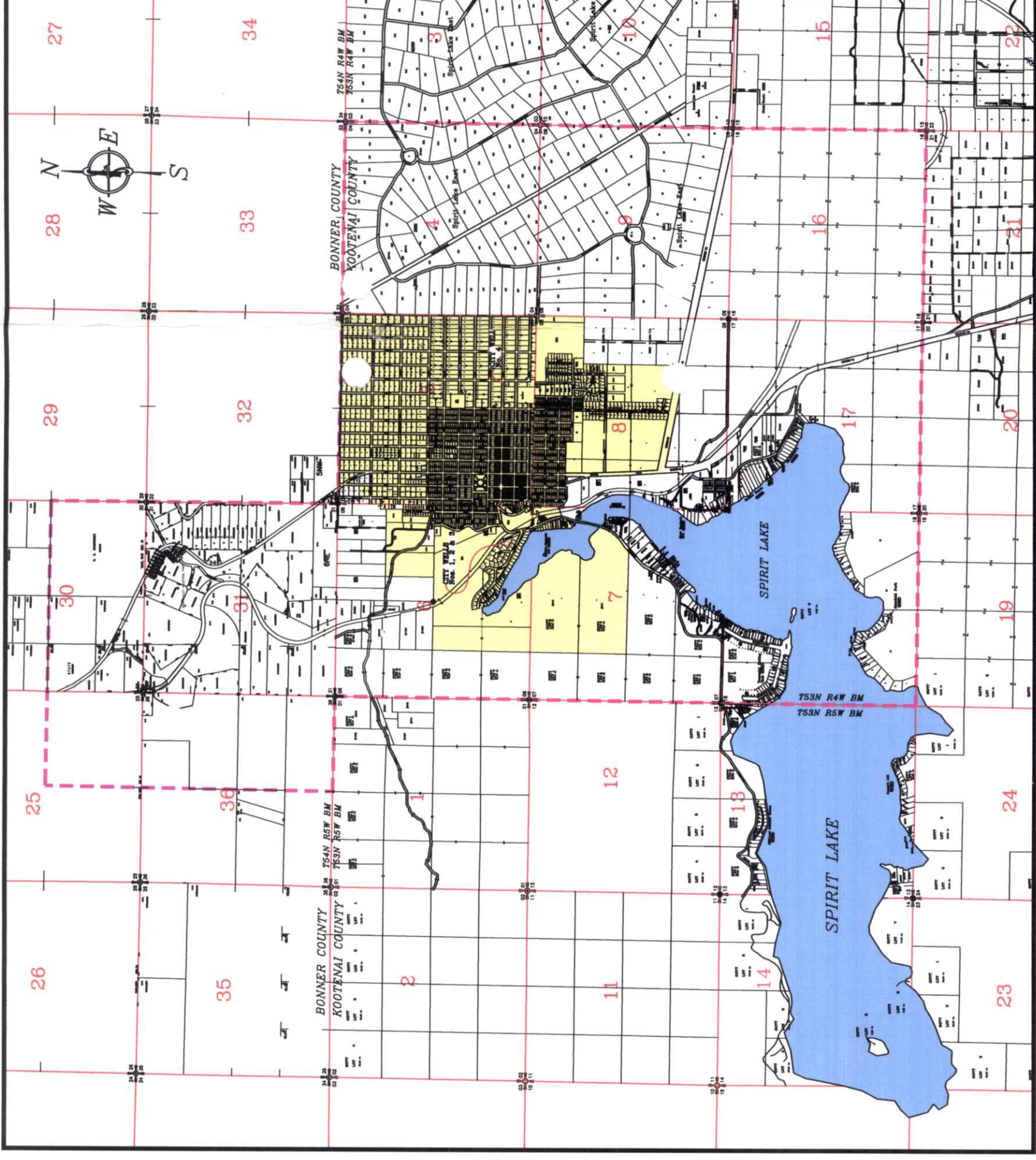
NOTE: THE INFORMATION SHOWN ON THIS DRAWING HAS BEEN OBTAINED FROM THE KOOTENAI COUNTY ASSESSOR'S OFFICE. JAMES A. SEWELL IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN HEREIN.



LEGEND

- AREA OF CITY IMPACT
 SPIRIT LAKE CITY LIMITS
 SECTION LINE

6	5	4	3	2	1	6	5	4	3	2	1
7	8	9	10	11	12	7	8	9	10	11	12
18	17	16	15	14	13	18	17	16	15	14	13
19	20	21	22	23	24	19	20	21	22	23	24
30	29	28	27	26	25	30	29	28	27	26	25
31	32	33	34	35	36	31	32	33	34	35	36
6	5	4	3	2	1	6	5	4	3	2	1
7	8	9	10	11	12	7	8	9	10	11	12
18	17	16	15	14	13	18	17	16	15	14	13
19	20	21	22	23	24	19	20	21	22	23	24
30	29	28	27	26	25	30	29	28	27	26	25
31	32	33	34	35	36	31	32	33	34	35	36



CITY OF SPIRIT LAKE AREA OF CITY IMPACT