

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 69576

Claim ID: 96-7854

Date Received: 7-11-23

Receipt No: N043816

Claim Fee: 2500 By: ja

RECEIVED

JUL 11 2023

IDWR / NORTH

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) Riley Creek Lumber Company Phone (208) 255-3219
Mailing address P.O. Box 220 Laclede ID Zip 83841
Street or Box City State
Email address (optional) tom.schultz@ifg.com
- Date of priority: (Only one per claim) February 12, 1980 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other (✓) (a) spring
which is tributary to (b) Hornby Creek
- Location of point of diversion is: Township 57N, Range 02W, Section 30,
NW 1/4 of NW 1/4, or Govt. Lot 1 BM, County of Bonner;
Parcel no. 57N02W303301A, 57N02W303451A
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
Spring box gravity flow pipeline to place of use
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For Domestic purposes from 01/01 to 12/31 amount 0.04 CFS/1.2 AF cfs (✓) or AFY (✓)
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed 0.04/1.2 cfs (✓) or AFY (✓)
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
One Home

9. Location of place of use is: Township 57N, Range 02W, Section 30,
NW 1/4 of NW 1/4, Govt. Lot 1 BM, Parcel no. _____
If different than shown in Item 4
for (check one) **Domestic** (✓) **Stock** () **Domestic and Stock** ()

Additional places of use, if any _____

10. In which county(ies) are lands listed above as place of use located? Bonner

11. Do you own the property listed above as place of use? Yes (✓) No ()
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (✓)

13. Remarks (include an explanation of the priority date selected):

Priority date based on license.

14. Basis of claim (check one) Beneficial Use () Posted Notice (✓) License () Permit () Decree ()
Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 96-7854

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Clark Fork-Pend Oreille River Basin Water System Adjudication."
(b.) I/We do () do not (✓) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s) _____ Date: _____
_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Vice President _____ of IFG/Riley Creek Lumber Company,
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Tom Schultz Date 6/27/23

Printed Name of Authorized Agent Tom Schultz

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) Clive J. Strong, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Clive J. Strong Date 6/30/23

Address 554 Golf Glen Drive, San Marcos, CA 92069

Name of claimant(s) Riley Creek Lumber Company

Claim ID 96-7854

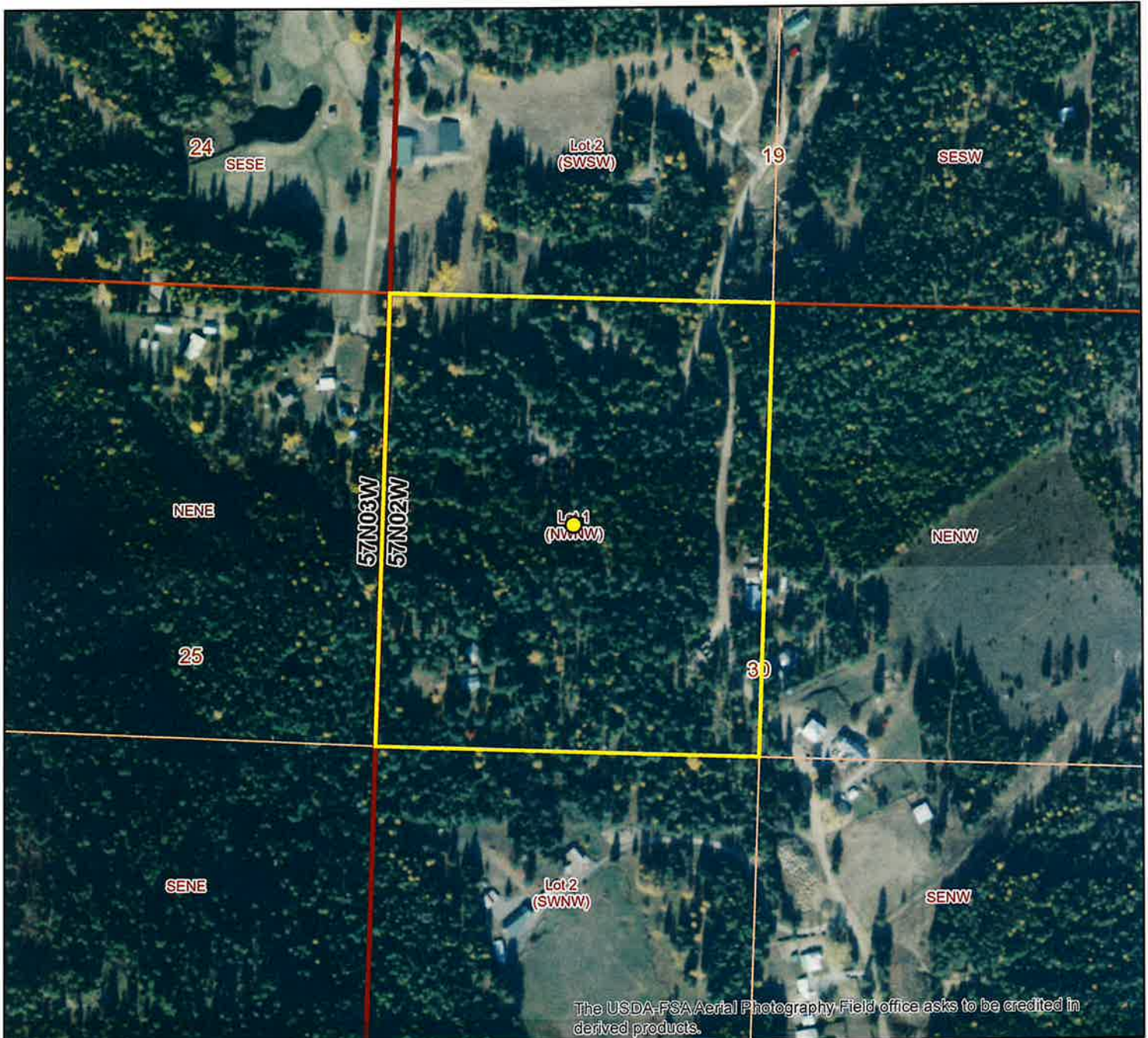
State of Idaho
Department of Water Resources

Water Right

96-7854

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 6/22/2023



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
96-7854	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Chuck Smith
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Riley Creek Lumber Company
New owner(s) as listed on the conveyance document

P.O. Box 220

Mailing address

(208) 255-3219

Telephone

Laclede

City

tom.schultz@ifg.com

Email

Name connector ☐ and ☐ or

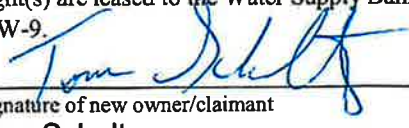
ID

State

83841

Zip

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: June 12, 2023
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- o \$25 per *undivided* water right.
- o \$100 per *split* water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  IFG VP on behalf of Riley Creek 6/27/23
Signature of new owner/claimant Title, if applicable Date
Tom Schultz
Print name

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant
Print name

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____



Order No. BT-30108

Space Above This Line for Recorder's Use

WARRANTY DEED

For Value Received,

Charles E. Smith, a single man

hereinafter known as the "Grantor(s)" hereby grants, bargains, sells and conveys to

Riley Creek Lumber Company, a Nevada Corporation

Address: Riley Creek Park Drive, PO Box 220 Laclede, ID 83841,
hereinafter known as the "Grantee(s)" all the rights, title, interest, and claim in or to the following
described premises, situated in Bonner County, Idaho to-wit:

**That portion of the West half of the Northwest Quarter of Section 30, Township 57
North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying West of the
centerline of Hornby Creek.**

EXCEPT the South 1167.5 feet.

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

Dated: June 8, 2023

Grantor:

Charles E. Smith

STATE OF IDAHO
COUNTY OF BONNER

On this 9th day of June, 2023, before me, the undersigned, a notary public, personally appeared
Charles E. Smith, personally known to me to be the person(s) whose name(s) is (are) subscribed to the
within instrument, and acknowledged to me that he (she) (they) executed the same.

Notary Public

Residing in

My Commission Expires on

IDAHO
POST FALLS

6/24/2027

J. T. JACOBSEN
COMM. #40175
NOTARY PUBLIC
STATE OF IDAHO



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUARY
2023
EDITION



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.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR
REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# CrownJ2023Hornby1DATE May 22, 2023LISTING AGENCY Century 21 RiverStoneOffice Phone # 208-255-2244

Fax # _____

Listing Agent Carol CurtisE-Mail ccurtis@sandpoint.comPhone # 208-290-5947SELLING AGENCY Crown J Land and Home LLCOffice Phone # 2087908668

Fax # _____

Selling Agent Tera KingE-Mail crownjrealestate@gmail.comPhone # 20879086681. BUYER: Riley Creek Lumber Company

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS NNA Hornby Creek Road (RP57N02W303451A)

City SandpointCounty, ID, Zip Idaho

legally described as: _____

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$ 785000 PURCHASE PRICE: Seven Hundred Eighty-five Thousand Dollars And Zero Cents

payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A). \$ 5000 EARNEST MONEY: Five Thousand Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

☐ Cash☐ Personal Check☐ Cashier's Check☒ Wire/Electronic Transfer☐ Note☐ See Section 5

Held By:

☐ Responsible Broker☒ Closing Company☐ See Section 5

Delivered:

☐ With Offer☒ Within 3 business days (three [3] if left blank) of acceptance.☐ See Section 5

Deposited:

☒ Upon Receipt and Acceptance☐ Upon Receipt Regardless of Acceptance☐ See Section 5THE RESPONSIBLE BROKER SHALL BE: Tera R. King

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, 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 (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation 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.

(C) Cash proceeds from another sale: ☐ Yes ☒ No (No if left blank)

(D). \$ 0.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at:

☐ Fixed Rate ☐ Other _____SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT,☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) 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, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER so long as 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. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BUYER'S Initials (MB)Date 5/22/2023 | 3:50 PM PDTSELLER'S Initials (EJS)Date 05/26/2023 08:36 PM

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JANUARY 2023 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

Serial#: 044297-800168-4794360

Prepared by: Tera King | Crown J Land and Home LLC | crownjrealestate@gmail.com | 2087908668

Form
Simplicity

PROPERTY ADDRESS: NNA Hornby Creek Road (RP57N02W303451A)

ID#: CrownJ2023Hornby1

(E). \$ 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.

(F). \$780,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 3 business days (seven [7] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER's default. In the event any contingency has been waived or a contingency deadline has expired and thereafter closing is extended or rescheduled to occur on a later date, said extension shall not reinstate the waived or expired contingency without a mutually executed written agreement containing language specifically reinstating the same. This contingency deadline shall not apply to the following contingency(ies):

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

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 and in as-is condition. Unless specifically excluded below, the irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: any associated water rights or rights to the spring

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

7. "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.

8. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): None

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the

BUYER'S Initials (MB) Date 5/22/2023 | 3:50 PM PDT SELLER'S Initials (EJS) Date 05/26/2023 08:36 PM

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**CLIVE J. STRONG
ATTORNEY AT LAW
554 GOLF GLEN DRIVE
SAN MARCOS, 92069**

**RECEIVED
JUL 11 2023
IDWR / NORTH**

July 1, 2023

CFPRBA Adjudication Section
Northern Region
Idaho Department of Water Resources
7600 Mineral DR STE 100
Coeur d'Alene, ID 83815-7763
Boise, ID 83702-7371

RE: CFPRBA CLAIM 96-7854

Dear Water Resource Agent:

Enclosed is Notice of Claim to Water Right 96-7854 and Notice of Change in Water Right Ownership. Also, enclosed is Check No. 1019 in amount of \$25.00 for filing of a domestic water right claim.

Regards,



Clive J Strong
Attorney at Law
(208) 850-7792
clivejstrong@gmail.com