Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

√DE
RECEIVED
APR 11 2023
WATER RESOURCES
WESTERN REGION

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?
65-7375	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: Grindstaff, Edward & Arlene
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ed Schriever & Jeanne McFall
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☒ **or**

   10680 N Sagecrest Pl — Mailing address
   Boise — City
   ID — State
   83714 — Zip
   208 818 4163 — Telephone
   edschriever@gmail.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

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.

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8. Signature: _____ Owner — Title, if applicable — 3/19/2023 — Date
   Signature of new owner/claimant
   Ed Schriever
   Print name

   Signature: _____ Owner — Title, if applicable — 3/21/2023 — Date
   Signature of new owner/claimant
   Jeanne McFall
   Print name

For IDWR Office Use Only:

Receipted by DM Date 4-11-23 Receipt No. WOS1146 Receipt Amt. 25.00

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 DM Processed by DM Date 4-19-23

Instrument # 455634
VALLEY COUNTY, CASCADE, IDAHO
02-22-2023 14:46:27 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE INSURANCE COMP/
DOUGLAS A. MILLER Fee: $13.00
Ex-Officio Recorder Deputy: RRC
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Ed Schriever and Jeanne McFall
1789 Grouse Trl
Cascade, ID 83611

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

WARRANTY DEED

File No.: 4102-4031230 **(SH)**

Date: **February 08, 2023**

For Value Received, **Klaus Jorde, a married man as his sole and separate property**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Ed Schriever and Jeanne McFall, husband and wife**, hereinafter referred to as Grantee, whose current address is **1789 Grouse Trl, Cascade, ID 83611**, the following described premises, situated in **Valley** County, **Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Valley, State of Idaho, described as follows:

Lot 6A-28 of CR-6 Subdivision Cascade Reservoir, according to the official plat thereof, recorded
November 5, 1962 as Instrument No. 59183, records of Valley County, Idaho.

APN: **RP000490000280**

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

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APR 19 2023

Klaus Jorde

Klaus Jorde

STATE OF Florida)
SS.
COUNTY OF Hillsborough)

This record was acknowledged before me on 02/08/2023 by Klaus Jorde.

Tnisha Shirey

Signature of Notary Public Florida
My Commission Expires: 01/25/2025

TNISHA SHIREY
Notary Public - State of Florida
Commission # HH 84771
Expires on January 25, 2025

By means of Online Notarization

Notarized online using audio-video communication

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APR 19 2023

AmeriTitle
Part Of The JELD-WEN Family

Instrument # 288323
VALLEY COUNTY, CASCADE, IDAHO
2004-10-12 04:01:29 No. of Pages: 1
Recorded for : AMERITITLE
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy
Index to: DEEDS

RECEIVED
APR 12 202
WATER RESOURCES
WESTERN REGIO

WARRANTY DEED

For Value Received, **Edward Grindstaff and Arlene L. Grindstaff, husband and wife**, the Grantors, do hereby grant, bargain, sell and convey unto
Klaus Jorde , an unmarried man, Diane J. Raptosh , an unmarried woman
whose address is 1704 **Rimrock, Boise, ID 83712,**
the Grantee, the following described premises, to-wit:

All that certain lot, piece or parcel of land situated in Valley County, Idaho and shown as Lot 6A-28, CR-6 Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 2004 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 10-11-04

Edward Grindstaff

Arlene L. Grindstaff

State of Idaho)
ss
County of Washington

On this 11th day of October, 2004 before me Christy L. Waite, a notary public in and for said State, personally appeared Edward Grindstaff and Arlene L. Grindstaff known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: Weiser ID
Commission Expires: 11/4/09

CHRISTY L. WAITE
NOTARY
PUBLIC
STATE OF IDAHO

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APR 19 2023

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APR 12 2023
WATER RESOURCES
WESTERN REGION

WARRANTY DEED

For Value Received DELWIN C. JONES and JOYCE G. JONES, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto EDWARD GRINDSTAFF and ARLENE L. GRINDSTAFF, husband and wife

the grantees, whose current address is 1020 West Second St. Weiser, Idaho 83672

the following described premises, in Valley County Idaho, to-wit:

Lot 6A-28, Subdivision CR-6, Valley County, Idaho, according to the Valley County Recorder's Book No. 11 of Miscellaneous Records thereof filed in Valley County on November 5, 1962 (Instrument No. 59183), located in the SW1/4NE1/4 of Section 18, Township 15 North, Range 3 East, Boise Meridian;

Together with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

SUBJECT TO the reservation of the covenant or burden running with the above described land releasing all claims for damages against the United States which may be sustained by such land or structures thereon by reason of the operation and maintenance of the Cascade Dam and Reservoir;

SUBJECT TO the reservation of right-of-way for ditches or canals constructed by the authority of the United States, this reservation being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 371, 391), as it has been or may hereafter be amended.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

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

Dated: October 19, 1988

Delwin C. Jones

Joyce G. Jones

STATE OF IDAHO, COUNTY OF Washington
On this 19th day of October, 1988, before me, a notary public in and for the said State, personally appeared Delwin C. Jones and Joyce G. Jones

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at Weiser, Idaho
Comm. Expires 3/26/91

STATE OF IDAHO, COUNTY OF Valley
I hereby certify that this instrument was filed for record at the request of CENTRAL IDAHO TITLE

at 9 minutes past 3 o'clock P.M., this 20 day of Oct, 1988, in my office, and duly recorded in Book 216 of Deeds at Page 163945

Ex-Officio Recorder

By K. Hankins Deputy.

Fee $ 3.00
Mail to:

INSTRUMENT No. 163945

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APR 19 2023

PROPERTY-BY-OWNER ™ REAL ESTATE PURCHASE CONTRACT

SELLER NAME(S), ADDRESS, & TELEPHONE NOS.	BUYER NAME(S), ADDRESS, & TELEPHONE NOS.
Klaus Iorde	Ed Schriever and Jeanne McFall (married)
	10680 N. Sagecrest Pl
	Boise, ID 83714
Home _____ Fax _____	Home _____ Fax _____
Office _____ Office _____	Office _____ Office _____
Cell _____ Cell _____	Cell 208.401.6129 Cell 208.818.4163

Address of Property to be Sold: 1789 Grouse Trail, Donnelly, ID 83615

Legal Description of Property to be Sold: CR 6 Subdivision, Lot 6A 28 (Cascade Reservoir Subdivision)

BUYER and SELLER agree to the purchase and sale of the foregoing property on the following terms and conditions:

1 PURCHASE PRICE shall be: Two hundred and forty thousand DOLLARS ($ 240,000)

2 FINANCING (Leave Options Which Do Not Apply Blank)

(a) ☐ This contract is contingent upon Buyer qualifying for an ☐ FHA ☐ VA ☐ RHA ☐ Conventional loan. Buyer shall apply for the required loan within three (3) banking days after the contract is entered and shall make Buyer's best efforts to procure the same. Buyer shall provide Seller with a conditional letter of loan approval within five (5) banking days after this contract is entered.

(b) ☐ Buyer shall assume and will be required to qualify for an existing loan of approximately $ _____ at no more than _____% per annum, with monthly payments of approximately $ _____. This contract is contingent upon Lender releasing Seller's liability. Buyer shall pay Seller the balance in Seller's loan reserve accounts at closing in addition to the purchase price specified above. Buyer shall apply for the required assumption within three (3) banking days after this contract is entered.

(c) ☐ Seller will carry a ☐ FIRST ☐ SECOND ☐ OTHER loan for $ _____ payable at $ _____ per month including interest at _____ % per annum. Said loan shall be secured by a Deed of Trust against the property. The entire remaining balance of principal and interest shall be due and payable on _____ (date) or upon any transfer of an interest in the property.

3 EARNEST MONEY: Buyer hereby deposits with _____ earnest money in the amount of $ _____ in the form of ☐ Cash ☐ Personal Check ☐ Cashier's Check. Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event any of the conditions or contingencies specified in this contract cannot be met.

4 TITLE INSURANCE & DESIGNATED CLOSING AGENT: First American Title Insurance Title Company shall handle the escrow and provide the title insurance for the sale and Sarah Harper shall act as the closing agent.

5 CLOSING: The closing date shall be no later than Feb 14, 2023. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale. Any extension of the closing date must be in writing.

6 POSSESSION: Buyer shall be entitled to possession on Feb 14, 2023. Taxes, water assessments, rents, interest, homeowners association dues, and obligations assumed, if any, shall be prorated as of the ☐ Closing Date ☐ Date of Possession.

7 CLOSING COSTS

(a) LOAN COSTS: Except for the Appraisal Fee and the Lender's Title Insurance Policy, Buyer shall pay all points, loan origination fees, tax and insurance impounds, and other loan costs which may be necessary to obtain Buyer's financing.

(b) ESCROW CLOSING COSTS: Buyer and Seller agree to divide the escrow closing costs as follows:

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Appraisal Fee	✓	☐	☐	☐	Recording Fees	✓	☐	☐	☐
Closing Agent's Fee	✓	☐	☐	☐	Tax Service Fee	✓	☐	☐	☐
Owner's Title Insurance Policy	✓	☐	☐	☐	Flood Certificate	☐	☐	☐	✓
Lender's Title Insurance Policy	✓	☐	☐	☐	Well Inspection	☐	☐	☐	✓
Extended Coverage Policy	☐	☐	☐	✓	Septic Pump/Inspection	☐	☐	☐	✓
Expanded Lien Coverage Policy	☐	☐	☐	✓	Loan Assumption Fee	☐	☐	☐	✓
Contract/Document Prep. Fee	☐	☐	☐	✓	Long Term Escrow Fees	☐	☐	✓	☐
Lender Required Repairs	☐	☐	☐	✓	All Other Closing Costs	☐	☐	☐	✓

Cost of Lender Required Repairs shall not exceed $ _____

8 APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN SALE (in addition to those listed in Section 1B on the back side of this contract):
All items in the cabin and on the property

9 ITEMS SPECIFICALLY EXCLUDED FROM SALE (in addition to those listed in Section 1B on the back side of this contract):
Some small personal items which might be in the cabin, possibly old Alaska snowshoes, old wooden skis

10 OTHER TERMS, CONTINGENCIES, AND CONDITIONS:
transfer of water right 65-7375

11 This contract ☐ DOES ☒ DOES NOT include an ADDENDUM on a separate sheet.

12 ACCEPTANCE: This contract must be signed by all parties no later than January 26, 2023, in order to be binding.

13 TIME IS OF THE ESSENCE IN THIS CONTRACT.

14 THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS ON THE BACK OF THIS CONTRACT.

15 DATE: This contract was prepared on January 19, 2023.

16 SIGNATURES:

Klaus Iorde
SELLER

BUYER

SELLER

BUYER

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APR 19 2023

Close

Water Right Report : 65-7375(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	GRINDSTAFF, ARLENE	1020 W 2ND ST	WEISER	ID	83672
Current Owner	GRINDSTAFF, EDWARD	1020 W 2ND ST	WEISER	ID	83672
Original Owner	JONES, DELWIN C	1405 MAPLE	CALDWELL	ID	83605
Original Owner	JONES, JOYCE G	1405 MAPLE	CALDWELL	ID	83605

Water Right Status

Priority Date : 6/11/1973
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
UNNAMED STREAM		PAYETTE RIVER	NORTH FORK

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
UNNAMED STREAM	15N	03E	18	0		SW	NE	VALLEY	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.02 CFS	0.60 AFA
TOTAL			0.02 CFS	0.60 CFS

Places of Use

Printable View | Paged View

Place of Use Legal Description : DOMESTIC (VALLEY county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
15N	03E	18			SW	NE	

Conditions

Code	Condtions
N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE. PARCEL NO. RP 000490000280 A PROPERTY ALSO KNOWN AS LOT 6A-28, CR-6 SUBDIVISION. PROPERTY ALSO KNOWN AS 1789 GROUSE TR.

Dates

Licensed Date :
Decreed Date : 10/9/1998
Permit Proof Due Date :
Permit Proof Made Date :

Other Information

State or Federal : S
Water District Number : 65
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0

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APR 19 2023

Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

4/4/2023

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APR 19 2023

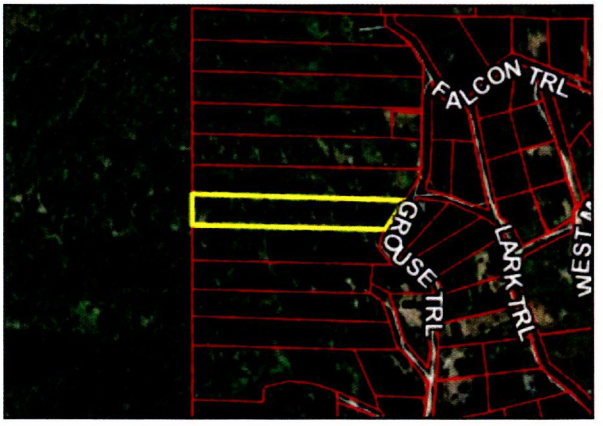
VALLEY COUNTY ASSESSOR'S OFFICE

Parcel Summary and Improvement Report

PO Box 1350 - 219 N Main St, Cascade, ID 83611 Phone (208) 382 - 7126 | assessor@co.valley.id.us

GENERAL PROPERTY SUMMARY

PARCEL ID	RP000490000280
OWNER(S)	SCHRIEVER ED MC FALL JEANNE
SITUS ADDRESS	1789 GROUSE TR
SITUS CITY, STATE, ZIP	DONNELLY, ID 83615
MAILING ATTENTION	
MAILING ADDRESS	10680 N SAGECREST PLACE
MAILING CITY, STATE, ZIP	BOISE ID 83714
MAILING COUNTRY	



PROPERTY DESCRIPTION & LAND DATA

ACREAGE - SQ FT - FRONTAGE	ACRES: 4	SQUARE FEET: 174240	FRONTAGE: 0
LAND DESCRIPTION	Average	Average (Buffer)	
LEGAL DESCRIPTIONS	CR-6 SUBDIVISION LOT 6A-28 (AKA) CASCADE RESERVOIR SUB		
NEIGHBORHOOD	328100 West Mountain North		
PLAT LINKS	15N 3E S18.pdf CR-6 SUBDIVISION CASCADE RESERVOIR		
CURRENT LAND USES	USE: Average (Buffer) Average		ACRES: 3 1

SALES HISTORY

SALE DATE	GRANTOR	DEED REFERENCE
02/22/2023	JORDE KLAUS	455634
10/12/2004	GRINDSTAFF, EDWARD	288323
10/12/2004	GRINDSTAFF, EDWARD	288323

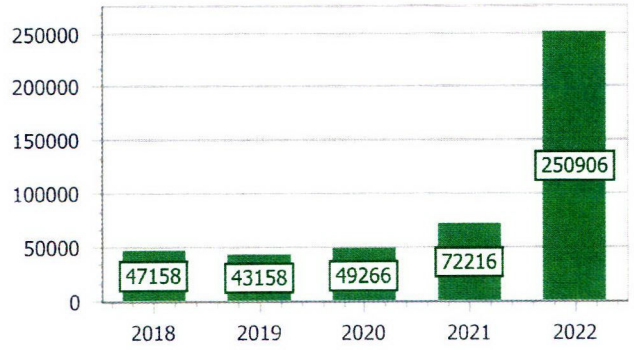
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APR 19 2023

ASSESSMENT HISTORY

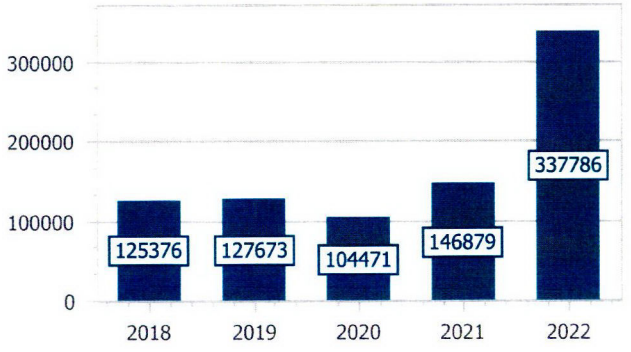
ASSESS DATE CHANGE REASON	1/1/2022 01- Revaluat	01/01/2021 01- Revaluat	01/01/2020 01- Revaluat	01/01/2019 01- Revaluat	1/1/2018 01- Revaluat
LAND	250906	72216	49266	43158	47158
IMPROVEMENTS	86880	74663	55205	84515	78218
TOTAL	337786	146879	104471	127673	125376

ASSESSMENT TRENDS

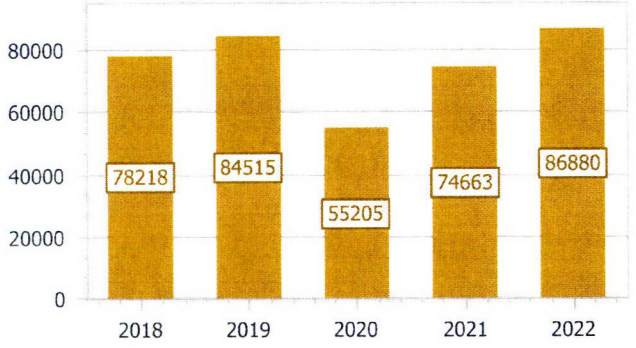
LAND



TOTAL



IMPROVEMENTS



TAX CODE AREAS & DISTRICTS

TAX CODE AREA (TAG): 064-0000

CEMETERY	VALLEY CENTER CEMETERY
FIRE	DONNELLY FIRE PROTECTION
HOSPITAL	CASCADE MEDICAL CENTER
SCHOOL	MCCALL-DONNELLY SCH #421

VOTER PRECINCT	006 - ROSEBERRY
COMMISSIONER DISTRICT	CASCADE

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APR 19 2023

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# 12194 DATE 8-30-04

1. REAL ESTATE OFFICES:

LISTING AGENCY Idaho Mountain Properties Office Phone #
Office Fax # 208-325-3300 E-Mail Other Phone #
Listing Agent Todd Cluff E-Mail Phone #
SELLING AGENCY Idaho Mountain Properties Office Phone #
Office Fax # E-Mail Other Phone #
Selling Agent Todd Cluff E-Mail Phone #

2. BUYER: Klaus Jorde & ~~Diana~~ Diane J. Raptosh (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** 1789 Grouse trail City Donnelly Valley County, ID, Zip 83615 legally described as: Lot 6A-28 Cascade reservoir Subdivision #6

OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

3. $ 160,000.00 **PURCHASE PRICE:** One hundred sixty 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.

$ 1,000.00 **(A). EARNEST MONEY:** BUYER hereby deposits One thousand 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 Ameritite for the benefit of the parties hereto. The responsible Broker shall be Carol Ambury.

(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 _____ 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.

$ _____ **(C). NEW LOAN PROCEEDS: FIRST LOAN** of $ _____ not including mortgage insurance. This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ 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

$ _____ **(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 3 business day(s) of SELLER'S acceptance Within 10 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.

$ 159,000.00 **(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 in escrow* ☐ Cash ☒ Other: bank transfer.

BUYER'S Initials ( ) ( ) Date 8/30/04 SELLER acknowledges receipt of copy of this page, which constitutes PAGE 1 of 6 PAGES
SELLER'S Initials ( ) ( ) Date

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SCANNED
APR 19 2023

IDAHO MOUNTAIN PR...RTIE 003

PROPERTY ADDRESS: 1789 Grouse trail Donnelly ID#: 12194

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencie which must be satisfied prior to closing Offer contingent upon buyer obtaining financing.

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, attache 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, attache 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 Furnishings With the exception of select items to be defined.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Kitchen Table

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 5 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 10 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 Ameritite **Title Company located at** Cascade, Id. **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 ( ) Date 3/30/09 SELLER'S Initials ( ) Date

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10. INSPECTION:

(A). BUYER chooses [X] to have inspection [ ] not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYE shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 2 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advised t 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 on 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 5- 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 5- 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 [X] 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 9-10-04 or the contingency will terminate, (d) that BUYER hereby [ ] waives [X] 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 [X] 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 [X] 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 [X] No [ ] N/A Association fees/dues are $ _____ per _____ [ ] BUYER [ ] SELLER [ ] N/A to pay Homeowner's Association SET UP and/or property TRANSER 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.

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PROPERTY ADDRESS: 1789 Grouse trail Donnelly ID#: 12194

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) 9-28-04. The parties agree that the **CLOSING AGENCY** for this transaction shall be Amerititle located at Cascade, Id. If long-term escrow / collection is involved, then the long-term escrow holder shall be _____.

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 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.

BUYER'S Initials ( ) ( ) BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 6 PAGES
SELLER'S Initials ( ) ( ) Date 8/30/04

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PROPERTY ADDRESS: 1789 Grouse trail Donnelly ID#: 12194

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 is 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 ( ) ( ) BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES
Date 3/30/04 SELLER'S Initials ( ) ( ) Date

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APR 19 2023

09/01/04 WED 10:38 FAX 2083253300 IDAHO MOUNTAIN PROPERTIE 002

PROPERTY ADDRESS: 1789 Grouse trail Donnelly ID 12194

33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes 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) 9-02-04 @ (Local Time in which property is located) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be returned 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 [signature] BUYER (Print Name) Klaus Jorde
Date Aug. 30 Time 3 ☐ a.m. ☒ p.m. Phone # 208 345 3061 Cell # _____
Address 1404 Rimrock City Boise State ID Zip 83712
E-Mail Address jorde@uidaho.edu Fax # 208 387 1246

BUYER Signature [signature] BUYER (Print Name) Diana Raptosh
Date Aug. 30 Time 3 ☐ a.m. ☒ p.m. Phone # 208 424 8925 Cell # _____
Address 4881 Bitterbrush Dr. City Boise State ID Zip 83712
E-Mail Address DRaptosh@albertson.edu 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 [signature] SELLER (Print Name) _____
Date _____ Time _____ ☐ a.m. ☐ p.m. Phone # _____ Cell # _____
Address _____ City _____ State _____ Zip _____
E-Mail Address _____ Fax # _____

SELLER Signature [signature] SELLER (Print Name) _____
Date 9-1-04 Time 4:45 ☐ a.m. ☒ p.m. Phone # _____ Cell # _____
Address 1020 W. 2nd Weiser ID City _____ State _____ Zip _____
E-Mail Address _____ Fax # _____

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REAL RESIDENTIAL PURCHASE AND SALE AGREEMENT Page 4 of 4 pages 2004 Edition

Company: Idaho Mountain Properties SKU: PCFS-60294
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APR 19 2023

stewart
title of boise

QUITCLAIM DEED

THIS INDENTURE, made this 7th day of November, 2005, between

Diane J. Raptosh, an unmarried woman, as **GRANTOR(S)** and

Klaus Jorde, an unmarried man, **GRANTEE(S)**

whose current address is , , . 1404 Rimrock Boise Id 83712

WITNESS, that said Grantor(s), for an in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

All that certain lot, piece or parcel of land, situate in Valley County, Idaho, and shown as Lot 6A-28, CR-6 Subdivision, a plat which is recorded in the office of the Recorder of Valley County, Idaho.

Parcel Number:

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

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

Diane J. Raptosh

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public, in and for said State, personally appeared Diane J. Raptosh known to me, and or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:
Residing at: Boise
My commission expires: August 12, 2011

SCANNED
APR 19 2023

QUITCLAIM DEED

ESCROW INSTRUCTION

TO: STEWART TITLE OF IDAHO, INC.

Re: Escrow No.: 4033752

I/We, the undersigned, hand you herewith Quitclaim Deed executed by **Diane J. Raptosh, THE GRANTEE HEREIN** in favor of **Klaus Jorde, an unmarried man** covering the following described real property situated in Valley County, State of Idaho, described as follows:

See attached Legal Description

Said Quitclaim Deed has been given freely by the undersigned, with consideration, in order that **Klaus Jorde** may hold the within described real property as his/her separate estate. I/We, hand you the above referred to document **WITH DEMAND** and at such time that you hold for me the sum of $ 55,000.00 , and understand that all my/our right, title and interest, which I/We now has in the above real property, will cease upon the recordation of said Quitclaim Deed.

STEWART TITLE OF IDAHO, INC. is hereby authorized and instructed to record said Quitclaim Deed through the above numbered escrow for the purposes stated herein, and it is understood that STEWART TITLE OF IDAHO, INC. shall have no liability or responsibility as to the effect or subsequent effect of said Quitclaim Deed.

I/We hereby acknowledge that I/We have been advised by escrow holder to seek legal counsel of my/our own choosing at my/our own expense concerning the execution of this document.

Dated: 11/8/05

Diane J. Raptosh

The foregoing instructions have been acknowledge and received by: STEWART TITLE OF IDAHO, INC.

By:_____ Dated:_____

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APR 19 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

April 19, 2023

ED SCHRIEVER OR JEANNE MCFALL
10680 N SAGECREST PL
BOISE ID 83714-9562

Re: Change in Ownership for Water Right No(s): **65-7375**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

On April 14, 2023 the Department sent a letter requesting additional fees to complete this process. Please disregard that letter. The fees for this process have been fulfilled and the Ownership Change is complete.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)605-4631.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

SCANNED
APR 19 2023

IDAHO DEPARTMENT OF WATER RESOURCES **4/19/2023**
Proof Report

Water Right 65-7375

Owner Type	Name and Address
Current Owner	ED SCHRIEVER 10680 N SAGECREST PL BOISE, ID 83714-9562 (208) 818-4163
Current Owner	JEANNE MCFALL 10680 N SAGECREST PL BOISE, ID 83714-9562 (208) 818-4163
Original Owner	JOYCE G JONES 1405 MAPLE CALDWELL, ID 83605 (208) 459-3577
Original Owner	DELWIN C JONES 1405 MAPLE CALDWELL, ID 83605 (208) 459-3577
Previous Owner	EDWARD GRINDSTAFF 1020 W 2ND ST WEISER, ID 83672 (208) 549-1454
Previous Owner	ARLENE GRINDSTAFF 1020 W 2ND ST WEISER, ID 83672 (208) 549-1454

Priority Date: 6/11/1973
Basis: Decreed
Status: Active

Source	Tributary
UNNAMED STREAM	NORTH FORK PAYETTE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.020 CFS	0.6 AF
	Total Diversion		0.020 CFS	0.6 AF

Source and Point(s) of Diversion:
UNNAMED STREAM SWNE Sec. 18, Twp 15N, Rge 03E, VALLEY County

SCANNED
APR 19 2023

Place Of Use:
DOMESTIC within VALLEY County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
15N	03E	18			X														

Conditions of Approval:

1.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.		PARCEL NO. RP 000490000280 A PROPERTY ALSO KNOWN AS LOT 6A-28, CR-6 SUBDIVISION. PROPERTY ALSO KNOWN AS 1789 GROUSE TR.

Dates and Other Information:
Decreed Date: 10/9/1998
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 65
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

SCANNED
APR 19 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

April 14, 2023

ED SCHRIEVER OR JEANNE MCFALL
10680 N SAGECREST PL
BOISE ID 83714-9562

RE: Notice of Change in Water Right Ownership for Water Right No: 65-7375

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Filing Fee of $100 per water right for changes resulting from division of a water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is $25 per water right, except for ownership changes resulting in the division of a water right, which is $100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that the filing fee for your notice will be $100.

After reviewing your Notice we found that this request requires the division of Water Right 65-7375. We received a $25 filing fee from you on 4/11/2023 therefore we will need the remaining $75.00 fee to process this Notice.

Because the Department cannot process the Notice without proper fees, we will hold any action on your notice pending receipt of the necessary fees. If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)605-4620.

SCANNED
APR 19 2023

Sincerely,

Debra Mansfield

Office Specialist II

Enclosure(s)

SCANNED

APR 19 2023

RECEIVED
APR 11 2023
WATER RESOURCES
WESTERN REGION

April 3, 2023

Idaho Department of Water Resources, Western Region

2735 Airport Way

Boise ID 83705-5082

RE: Notice of Change of Water Right Ownership 65-7375

To Whom it May Concern:

We are applying to transfer the decreed water right 65-7375 from Edward and Arlene Grindstaff (husband and wife) to the current parcel owners, Ed Schriever and Jeanne McFall (husband and wife). We bought the real property (lot 6A-28 of CR-6 Subdivision Cascade Reservoir), including water right, from Mr. Klaus Jorde. Mr. Jorde neglected to file a change of water right ownership from the Grindstaff's when he bought the property in 2004 however, the water right was included in the terms of that purchase/sale.

In this letter we document the chain of title from our February 28, 2023, purchase of the property from Mr. Jorde, back to the water right holder/claimant of record (Edward and Arlene Grindstaff).

Attached please find:

1. Application for Notice of Change in Water Right Ownership
2. Exhibit 1.a. Warranty Deed for Lot 6A-28 of CR-6 Subdivision Cascade Reservoir, February 8, 2023, conveying ownership from Klaus Jorde to Ed Schriever and Jeanne McFall.
3. Exhibit 1.b. Real Estate purchase Contract documenting the sale from Jorde to Schriever/McFall included water right 65-7375.
4. Exhibit 2. Valley County Parcel Summary for 1789 Grouse Tr (Lot 6A-28 of CR-6 Subdivision Cascade Reservoir) showing Schriever/McFall as current owner, purchased from Jorde in 2023 and Jorde purchased from Grindstaff in 2004.
5. Exhibit 3.a. Purchase and Sale Agreement for 1789 Grouse Tr (including water right 65-7375) from Edward and Arlene Grindstaff to Klaus Jorde and Diane Raptosh. 8/30/2004.
6. Exhibit 3.b. Quitclaim Deed releasing ownership in 1789 Grouse Tr from Diane Raptosh to Klaus Jorde, 11/7/2005.

Thank you,

Ed Schriever and Jeanne McFall
10680 N Sagecrest Pl
Boise ID 83714
208.818.4163
edschriever@gmail.com

SCANNED
APR 19 2023