

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 16 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES

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?
97-8648	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: Ward Leland and Caroline Godderz
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ward Leland
New owner(s) as listed on the conveyance document
- Mailing address: 2828 E. 32nd Ave., Suite A City: Spokane State: WA Zip: 99223
- Telephone: 509-954-8224 or 509-532-8330 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: Bui H 1978, Parents acquired 1984, I bought 2022.
Priority date 10/07/77
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- ☐ 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):
- ☐ \$25 per *undivided* water right.
- ☐ \$100 per *split* water right.
- ☐ 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: [Signature] Title, if applicable: _____ Date: 9/10/24

Signature of new owner/claimant: Ward W. Leland

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: _____

Date: September 1, 2022

Spokane, Washington

REAL ESTATE PURCHASE AND SALE AGREEMENT

Ward W. Leland, as his sole and separate property ("Purchaser"), hereby agrees to purchase, and Caroline Leland Godderz, as her sole and separate property ("Seller"), agrees to sell, on the following terms, the Seller's undivided one-half interest in that certain real property and all personal property, including boats, furniture, etc., located thereon, (collectively the "Property") located in the County of Bonner, State of Idaho, legally described on Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

1. Earnest Money.

Purchasers shall deposit the sum of Ten Thousand Dollars (\$10,000.00) as an earnest money deposit (the "**Deposit**"), which shall be deposited with the Escrow Agent named below after this Agreement has been signed by both parties. The Deposit shall be applied toward and deducted from the purchase price at time of closing (*hereinafter defined*). The Deposit, together with this Agreement, shall be held by Drew M. Bodker, P.S. (the "**Escrow Agent**"). The parties agree that the initial Deposit, (*as well as any future earnest money deposits which may be agreed to by the parties*), represents an effort by the parties to make a reasonable forecast of just compensation for breach of the Agreement by Purchaser. This Agreement includes any additional deposits which may be negotiated in the future in connection with any extension agreements entered into by the parties hereto. It is agreed between the parties that the damages which would be suffered by Seller in the event of default by Purchaser include potential lost sales and reinvestment opportunities, and the uncertainty regarding the future market for the subject property that the parties face on the date that they signed this Agreement, or any subsequent agreements which call for additional deposits by Purchaser. If Purchaser fails to close this sale without legal excuse, the Deposit will be forfeited to Seller. If this transaction does not close through no fault of Purchaser, then the Deposit shall be refunded to Purchaser.

2. Purchase Price and Terms.

The total purchase price shall be **One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00)** including the above-referenced earnest money, payable as follows:

a) Purchaser shall pay a down payment at closing of \$200,000.00, which includes the above-referenced deposit.

b) The unpaid balance of \$1,200,000.00 shall be payable in annual payments of \$93,872.06, or more per year, including interest at the rate of 6% per annum, with the first payment becoming due on the first day of the first full month of the year following closing, and like payments shall be due on the 1st day of that same month each year thereafter until the 6th annual

payment is due, at which time the parties shall then re-amortize the remaining balance on the Promissory Note, with annual payments, over a period of 20 years, until paid in full.

c) The payments shall be evidenced by a Promissory Note and Secured by a first Deed of Trust, which include provisions for (i) a due on sale clause, (ii) a late fee of 5% for any payment not made within thirty (30) days of its due date, (iii) the Promissory Note may be paid in all or in part at any time without penalty, and (iv) hazard insurance to be obtained by Purchaser, which insurance names the Seller as a mortgagee or coinsured thereon

d) The Promissory Note and Deed of Trust shall be escrowed at Allegro Escrow and each party shall pay one-half of the initial escrow set up fees and annual fees. Seller shall execute a Request for Full Reconveyance at the time of closing, which document shall also be placed in escrow with Allegro Escrow.

3. Closing of Sale.

a) The sale shall be closed in escrow on or before September 30, 2022, but not later than October 17, 2022. Closing shall be in the offices of Drew M. Bodker, P.S., 2607 S. Southeast Blvd., Suite A201, Spokane, Washington. Both parties have dealt with the Escrow Agent on family company matters and the parties waive any conflict-of-interest issues by virtue of the fact that Mr. Bodker is serving as Escrow Agent in this closing and both parties have been advised to obtain independent legal and tax counsel to review this Agreement, as well as all future closing documents before signing the same, or have had the opportunity to obtain such advice and have declined to do so. Both parties have also been advised to seek and receive independent professional advice as to the purchase price of the subject property, which price they have negotiated between themselves.

b) As used in this Agreement, the term "**closing**" means the date on which all documents have been recorded and the sales proceeds are available to Seller.

c) Seller shall convey title by Statutory Warranty Deed, free of encumbrances and defects except those permitted by this Agreement or otherwise acceptable to Purchaser.

4. Closing Costs.

a) Purchaser shall pay all closing costs, including the premium for the owner's standard policy of title insurance in the face amount of the purchase price, the Escrow Agent's closing fees which includes fees for the preparation of this Agreement and all recording fees.

b) Real property taxes or assessments for the current year, water and other utilities, if any, constituting liens shall be prorated between the parties as of the date of closing.

c) There is no real estate commission owing to any agent as a result of this sale.

5. Possession.

Purchaser shall be entitled to possession on closing, subject to the right of entry granted to Purchaser pursuant to Paragraph 9, hereinafter.

6. Title Insurance.

Purchaser shall, at Purchaser's expense, obtain a Preliminary Commitment (*the "Commitment"*) of title insurance from **North Idaho Title Insurance Company**. Purchaser shall have five (5) days after the full execution of this Agreement by both parties within which to notify Seller, in writing, of Purchaser's disapproval of any exceptions shown in the Commitment; PROVIDED, HOWEVER, the rights reserved in federal patents or state deeds, plat restrictions, building use restrictions general to the district, other existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations shall not be deemed exceptions which Purchaser may disapprove. In the event of disapproval by Purchaser of any title exceptions set forth in the Commitment, Seller shall have ten (10) days in which to agree in writing to either eliminate or correct any disapproved exceptions from the Policy of Title Insurance by the date of closing, or, at Seller's election, to terminate this Agreement and refund the deposit to Purchaser. If Seller elects to proceed with the sale and to eliminate or correct the disapproved exceptions, and in the further event that Seller has not cured the disapproved exceptions by the date of closing, then Seller agrees to extend closing for an additional ten (10) days from the scheduled closing date for Purchaser to determine whether to: (i) accept the title in its present form and mitigate the defects/exceptions; or, (ii) to notify the Seller that the agreement is to be terminated, whereupon the Deposit previously paid by Purchaser shall be returned to Purchaser and neither party shall have any further right, duty or obligation hereunder.

At the closing, at Purchaser's cost and expense, Purchaser shall cause a standard form title insurance policy (*the "Title Policy"*) to be furnished to Seller. The Title Policy shall be issued by the title company in the amount of the purchase price, and shall insure fee simple, marketable title to the Property to the Purchaser, with general warranties as to ownership. The Title Policy may contain the permitted exceptions, but shall contain no new or additional exceptions to those previously set forth on the Preliminary Commitment unless otherwise specifically approved in writing by Purchaser.

7. Contingencies of Sale.

There are no contingencies of sale other than that the title of Seller is to be merchantable title, free and clear of all liens, encumbrances, restrictions, easements, or defects, except those permitted pursuant to Paragraph 6, above.

8. Assignment.

Purchaser shall not assign, convey or transfer its rights in this Agreement to any other party without the written consent of the Seller first obtained which consent shall not unreasonably be withheld, conditioned or delayed.

9. Purchaser's Right of Inspection/Seller Disclosure Statement.

Purchaser hereby waives any inspection contingencies, and Purchaser also waives receipt of a Seller Disclosure Statement that may otherwise be required by law.

10. Seller's Warranties and Representations. As a material inducement to cause Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

10.1 Authority. Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. Consummation of such transactions will not breach any material agreement to which it is a party. Seller shall provide appropriate resolutions to evidence the authority of the person signing.

10.2 Title. Seller has good and marketable title to the Property and at Closing such title shall be subject only to the encumbrances determined in accordance with this Agreement.

10.3 Service Contracts. There are no written service contracts, landscaping contracts, maintenance agreements, or other contracts for the provision of labor, services, materials or supplies to or for the benefit of the Property which will affect or be obligations of Purchaser or of the Property or any portion thereof following Closing.

10.4 Agreements Affecting the Property. To the knowledge of Seller, at Closing, there will be no unrecorded leases, easements, encumbrances, or other agreements affecting the Property except as shown on the Title Report, or as otherwise disclosed to Purchaser by Seller in writing and approved by Purchaser.

10.5 Information. The Information delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof is, and at Closing will be:

10.5.1 true and correct copies; and/or

10.5.2 in full force and effect.

10.6 No Notices of Violations. Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the development, use and occupation of the Property, including environmental, zoning, platting and other land use requirements which have not been heretofore corrected to the satisfaction of the appropriate governmental authority.

10.7 Compliance with Law. To the knowledge of Seller, the Property and the existing uses of the Property, are in material compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities have jurisdiction thereof, including these pertaining to zoning, building, housing, water, use, safety, fire, health and the environment.

10.8 No Litigation or Proceedings. To the knowledge of Seller, there are no actions, suits, proceedings or investigations pending or threatened, before any agency, court, or other governmental authority which relates to the ownership, maintenance, development or operation of the Property or which could become a liability of Purchaser or the Property or any portion thereof following Closing.

10.9 Condemnation.

10.9.1 Eminent Domain Proceedings. To the knowledge of Seller, there are no condemnation or eminent domain proceeding affecting the Property or any portion thereof currently pending or threatened.

10.9.2 Takings by Eminent Domain. To the knowledge of Seller, there have been no takings by condemnation or eminent domain of any land of which the Property was a part and for which compensation has not been paid or for which compensation has been paid within the past three (3) years.

10.10 Artifacts and Endangered Species. To the best of Seller's knowledge, there are no historical artifacts, Indian artifacts or burial grounds located on or under the Property and there are no endangered species, as determined under federal, state or local laws, located on or under the Property.

10.11 No Defaults. Seller has not received notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way, or easements which may affect Seller in respect to the Property or may affect the Property or any portion thereof and, to the knowledge of Seller, no conditions exists that with the passage of time or giving notice or both would constitute such a default.

10.12 Seller Not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended. If requested by Escrow Agent, Seller will deliver at Closing a Certificate of Non Foreign Status, in a form reasonably acceptable to Purchaser certifying the correctness of this Subsection.

10.13 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Seller, threatened by or against Seller.

10.14 No Leases or Mechanics' Liens. To the knowledge of Seller, there are no pending or threatened mechanics' or materialmen's liens recorded against the Property.

10.15 Special Assessment. To the knowledge of Seller, no special or general assessments have been levied on the Property.

10.16 Environmental Conditions. To the knowledge of Seller: (a) no Hazardous Substances are, will be, or have been store, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in material compliance with all applicable environmental, health and safety requirements; and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

10.17 Representations to be Correct at Closing. All of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the Execution Date and as of the Closing and shall survive the Closing.

10.18 No Untrue Statements. None of the foregoing representations and warranties contain any untrue statement or material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

10.19 Corrective Notices; Liability. If after the Execution Date, but prior to the Closing Date, Seller becomes aware that any of Seller's representations set forth herein are no longer true and correct, then Seller shall provide Purchaser with written notice stating that Seller believes that such representations are no longer accurate and the general nature of the change. Within five (5) business days after receipt of such notice, Purchaser shall either: (a) terminate this Agreement and the Deposit shall be returned to Purchaser or (b) waive its rights on such account and elect to consummate the transaction herein contemplated, in which even Purchaser shall be deemed to have waived all rights and remedies with respect to those matters specifically set forth in such notice. Notwithstanding the foregoing, nothing in this Agreement shall limit Purchaser's rights and remedies if such representation or warranty was intentionally or willfully misrepresented by Seller to Purchaser as of the Execution Date or if Purchaser discovers an incorrect material representation or warranty following the Closing Date which Seller had knowledge of before Closing and failed to disclose to Purchaser.

11. Purchaser's Warranties and Representations.

Purchaser represents and warrants to Seller as follows:

11.1 Authority. Purchaser is fully authorized to enter into and perform his obligations under this Agreement and any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement.

11.2 No Defaults. Neither Purchaser's execution of this Agreement nor Purchaser's performance of its obligations hereunder will violate, or constitute a default under or breach of, any agreement between Purchaser and any third party or by which Purchaser is bound.

12. Intentionally Deleted.

13. Purchaser's Examination.

The Purchaser is buying the Property on his own examination and judgment, and the Seller shall not be held to any representation concerning the condition of said Property other than those specifically provided for herein. Purchaser hereby accepts the Property in its present condition, "as is".

14. Notices.

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by U.S. mail, certified, return receipt requested, or by a nationally recognized overnight courier service, addressed as set forth below:

To Purchaser as follows: Ward W. Leland
2828 E. 32nd Ave.
Spokane, WA 99223

To Seller as follows: Caroline Leland Godderz
PO Box 1026
Cannon Beach, OR 97110

Each party may change their mailing address for notice purposes by notifying the other party in writing of the new address. Notices shall be deemed given when served or mailed.

15. Equal Bargaining/Legal Counsel.

This Agreement has been initially drafted by Drew M. Bodker, P.S., and also by the mutual efforts of the parties. Seller and Purchaser acknowledge and represent that each of them is fully competent to negotiate and enter into this Agreement with the other and that they have freely entered into it with adequate opportunity for prior consultation with independent legal counsel of their choosing. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question. Both the Seller and Purchaser have been advised to seek and receive legal counsel regarding this matter before signing this Agreement and all closing documents.

16. General Considerations.

The headings in this Agreement are for the purpose of reference only and shall not limit or define the meaning thereof. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, County of Spokane.

17. Interlineations and Deletions.

Any interlineations and/or deletions on this Agreement are a part of this Agreement only if both parties have indicated their mutual acceptance by initialing the same.

18. Severability and Breach.

If one paragraph of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such paragraph shall be severable and shall not affect the balance of this Agreement, which shall remain in full force and effect. No waiver by any party hereunder shall be deemed a waiver of any other paragraph of this Agreement. Similarly, no breach hereunder shall be deemed a breach of any other paragraph hereunder.

19. No Verbal Agreements.

There are no verbal or other agreements which modify or affect this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. This Agreement cannot be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by all parties. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof.

20. Burden and Benefit.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

21. Real Estate Commission.

Both Seller and Purchaser attest that they have not used a real estate broker in this transaction and that no real estate commission is owed by either party. Seller shall indemnify, defend and save Purchaser harmless from and against any claims, fees (*including attorney's fees and costs*) or costs arising out of any claim made by any other broker or agent claiming a commission is due by or through Seller. Purchaser shall indemnify, defend and save Seller harmless from and against any claims, fees (*including attorney's fees and costs*) or costs arising out of any claim made by any other broker or agent claiming a commission is due by or through Purchaser. The indemnification set forth in this paragraph shall survive closing.

22. Default and Attorneys Fees.

If either party defaults (*that is, fails to perform the acts required of the defaulting party*) in performance of its contractual agreements herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, damages, or rescission. In the event of default by Purchaser, the earnest money shall be forfeited to Seller as liquidated damages unless Seller elects to enforce this Agreement, or seek damages for breach thereof.

If either party hereto is required to retain an attorney to bring suit or seek arbitration to enforce any provision of this Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees and costs, regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing default. Venue and jurisdiction for any action shall lie in Spokane County, Washington.

23. Continuation and Survival of Agreements, Representations, Warranties and Indemnities.

All representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material, and shall survive the execution and delivery of the deed and transfer of title. All agreements and indemnities by the respective parties contained herein are intended to and shall survive the execution and delivery of the deed and transfer of title.

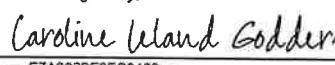
24. Time is of the Essence.

Time is of the essence of this Agreement.

25. Counterparts. This Agreement may be executed in several counterparts, each of which is an original. This Agreement and any counterparts so executed shall be deemed to be one and the same instrument. Unless not permitted by law, a counterpart may be a facsimile or in electronic or digital form, and together all counterparts make up one and the same document. Similarly, any party may execute a counterpart by using any facsimile, electronic or digital means of identifying that party's approval of the counterpart, including, but not limited to, using digital signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SELLER:

DocuSigned by:
 9/1/2022
E7A008BF8FC9403
Caroline Leland Godderz (date)

PURCHASER:

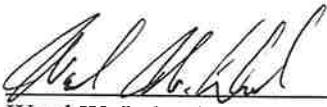
 9/7/22
Ward W. Leland (date)

EXHIBIT "A"

Legal Description of Property

SELLER'S UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

Lot 6 in Sherwood Beach Addition No. 2, according to plat thereof recorded in Book 1 of Plats, Page 172, records of Bonner County, Idaho.

**Tax Parcel No. RP004180000060A
(Commonly known as 312 Sherwood Beach Road), and**

The North half of Lot 3, and all of Lots 4 and 5, Sherwood Beach Addition No. 2, according to the plat thereof, as recorded in Book 1 of Plats, Page 172, records of Bonner County, Idaho.

**Tax Parcel No. RP00418000003AA
(Commonly known as 306 Sherwood Beach Road)**