

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-11230	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: William Reese
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Russell J. TWARDOWSKI
Name of each new owner as listed on the conveyance document

RECEIVED
MAY 14 2013
IDWR / NORTH

New owner continued Name connector ☐ and ☐ or ☐ and/or

P.O. Box 3247
Mailing address

Coeur d'ALENE ID 83816
City State ZIP

208-691-9220 russ121@gmail.com
Telephone 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: 12/30/2010

6. 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.

7. Signature: Russell J. Twardowski Title, if applicable: _____ Date: 5/10/13
Signature of new owner/claimant

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

For IDWR Office Use Only:

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

Approved by: _____ Processed by: _____ Date: _____

SCHEDULE A

Name and Address of Insurer:
Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252-2029

Order No.:	6001-27694	Amount of Insurance:	[REDACTED]
Policy No.:	O-9301-001791160	Premium:	[REDACTED]
Date of Policy:	December 30, 2010 at 9:28 a.m.	Endorsements:	\$0.00
Address Reference:	2439 E. MORNINGSTAR COURT , HAYDEN, ID 83835		

1. Name of Insured:

RUSSELL J. TWARDOWSKI

2. The estate or interest in the land which is covered by this Policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

RUSSELL J. TWARDOWSKI , A SINGLE MAN

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

NORTH IDAHO TITLE INSURANCE, INC.
Policy Issuing Agent for Stewart Title Guaranty Company

Order No. 6001-27694
Policy No. O-9301-001791160

EXHIBIT "A" LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 31, TOWNSHIP 52 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31, BEING A FOUND 3/4" IRON PIPE AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF SAID SECTION 31, NORTH 88 DEGREES 56' 36" EAST, 330.95 FEET;

THENCE LEAVING THE SAID NORTH LINE, SOUTH 00 DEGREES 08' 18" EAST, 657.02 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE SAID SOUTH LINE, SOUTH 89 DEGREES 07' 42" WEST, 330.94 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE ALONG THE SAID WEST LINE, NORTH 00 DEGREES 08' 18" WEST, 655.95 FEET TO THE TRUE POINT OF BEGINNING.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

STANDARD EXCEPTIONS:

1. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION, OR CLAIMING TO BE IN POSSESSION, THEREOF.
2. EASEMENTS, LIENS, ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, AND THAT IS NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, IMPOSED BY LAW FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, WHICH LIEN, OR RIGHT TO A LIEN, IS NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN, ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) INDIAN TREATY OR ABORIGINAL RIGHTS INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES; OR (D) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), (C) OR (D) ARE SHOWN BY THE PUBLIC RECORDS.
6. TAXES OR ASSESSMENTS WHICH ARE NOT NOW PAYABLE OR WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
7. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, OR GARBAGE COLLECTION OR DISPOSAL OR OTHER UTILITIES UNLESS SHOWN AS AN EXISTING LIEN BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS:

8. RIGHT OF WAY OVER ROADWAYS FROM THE COUNTY ROAD TO ADJACENT PROPERTIES, AS DISCLOSED BY WARRANTY DEED RECORDED SEPTEMBER 02, 1971, IN BOOK 250, PAGE 226, OFFICIAL RECORDS.
9. AN AGREEMENT BY AND BETWEEN CHARLES B. MYERS AND RHEA E. MYERS, HUSBAND AND WIFE AND ROBERT E. BOLKCOM AND LORA I. BOLKCOM, HUSBAND AND WIFE, SETTING FORTH TERMS, RECORDED MARCH 05, 1976, AS BOOK 82 AT PAGE 670, OFFICIAL RECORDS.
10. A ROAD MAINTENANCE AGREEMENT UPON THE TERMS, COVENANTS AND PROVISIONS

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

SPECIAL EXCEPTIONS (continued)

CONTAINED THEREIN, EXECUTED BY KENNETH DUDLEY KENNEDY, JR., A SINGLE PERSON AND DEAN S. MILLER AND MARIA A. MILLER, HUSBAND AND WIFE, RECORDED JULY 10, 1992, AS INSTRUMENT NUMBER 1265611, OFFICIAL RECORDS.

11. AN EASEMENT UPON THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS GRANTED TO OWNERS OF RECORD IN A DOCUMENT RECORDED JULY 10, 1992, AS INSTRUMENT NUMBER 1265609, OFFICIAL RECORDS:
PURPOSE: ROAD AND UTILITY PURPOSES
12. A ROAD MAINTENANCE AGREEMENT UPON THE TERMS, COVENANTS AND PROVISIONS CONTAINED THEREIN, EXECUTED BY KENNETH DUDLEY KENNEDY, JR., A SINGLE PERSON AND RANDY AND JEANNE CARLSON, HUSBAND AND WIFE, RECORDED OCTOBER 22, 1992, AS INSTRUMENT NUMBER 1279624, OFFICIAL RECORDS.
13. A ROAD MAINTENANCE AGREEMENT UPON THE TERMS, COVENANTS AND PROVISIONS CONTAINED THEREIN, EXECUTED BY KENNETH DUDLEY KENNEDY, JR., A SINGLE PERSON AND RANDY AND JEANNE CARLSON, HUSBAND AND WIFE, RECORDED OCTOBER 22, 1992, AS INSTRUMENT NUMBER 1279625, OFFICIAL RECORDS.
14. RECORD OF SURVEY RECORDED OCTOBER 11, 1989, AS BOOK 8 AT PAGE 43, OFFICIAL RECORDS.
15. RECORD OF SURVEY RECORDED SEPTEMBER 27, 2007, AS BOOK 25 AT PAGE 190, OFFICIAL RECORDS.

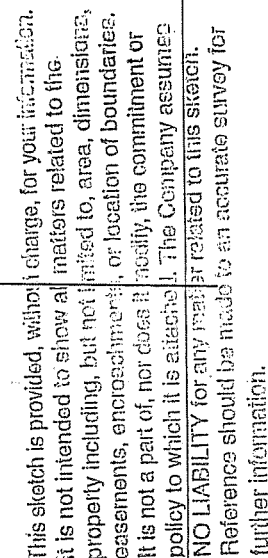
AMENDED RECORD OF SURVEY RECORDED OCTOBER 29, 2007, IN BOOK 25, PAGE 227.

16. RESERVATIONS AS CONTAINED IN DEED FROM FEDERAL NATIONAL MORTGAGE ASSOCIATION, TO RUSSELL J. TWARDOWSKI, A SINGLE MAN, RECORDED DECEMBER 30, 2010, AS INSTRUMENT NUMBER 2296666000, OFFICIAL RECORDS, AS FOLLOWS:
"GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN [REDACTED] FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN [REDACTED] FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST."

***** END OF EXCEPTIONS *****

52N03W-31



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