

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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JUL 23 2015
IDWR / NORTH

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?
94-8873	Yes ☐		Yes ☐		Yes ☐
94-8874	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: MARGUERITE GALLAMER

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JOHN R LAMBROS

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/or

Mailing address

City

State

ZIP

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: SEPT 11 - 2013

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: John Lambros

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

Receipt No.

Receipt Amt.

Approved by

Processed by

Date

Chicago Title Insurance Company

Commitment No.81372

SCHEDULE A

Escrow Officer: Keri Mitchell - keri@kootenaititle.com

Title Officer: Jan DeFord - jan@kootenaititle.com

2nd Report

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1. Effective Date: September 11, 2013 at 05:00 PM

2. Policy (or Policies) to be issued:

(a) Owner's Policy	(ALTA Own. Policy (6/17/06))	Amount:	\$ 200,000.00
Proposed Insured:		Premium:	\$ 996.00
John Lambrose		Credit:	
		Total:	\$ 996.00

(b) Loan Policy	(ALTA Loan Policy (6/17/06))	Amount:	
Extended Coverage		Premium:	
Proposed Insured:		Credit:	
		Total:	

Requested Endorsements:

Endorsement Premium:

(c)	()	Amount:	
Proposed Insured:		Premium:	
		Credit:	
		Total:	

Requested Endorsements: .

Endorsement Premium:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the FEE SIMPLE estate or interest in said land is at the Effective Date vested in:

Daniel L. Pavelich and Sandra L. Pavelich, Trustees of the Marguerite Gallaher Irrevocable Trust dated October 5, 2005

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

SEE EXHIBIT "A" ATTACHED HERETO

KOOTENAI COUNTY TITLE COMPANY, INC.

1450 Northwest Blvd., Ste 200

Coeur d'Alene, ID 83814

Phone (208) 667-9431 □ Fax (208) 666-0410

Commitment Number: 81372

EXHIBIT "A"
PROPERTY DESCRIPTION

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

The Northeast Quarter of the Southeast Quarter, the East 15 acres of the Southwest Quarter of the Southeast Quarter; the East 15 acres of the Northwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Southeast Quarter all in Section 4, Township 48 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom two parcels of land being a portion of the East 15 acres of the Northwest Quarter of the Southeast Quarter, as shown on Record of Survey on file in Book 19 at Page 102, of Section 4, Township 48 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Center Quarter corner of said Section 4, monumented according to Corner Perpetuation and Filing record form on file under Instrument Number 1505422, from which the East Quarter corner of said Section 4, monumented according to Corner Perpetuation and Filing record form on file under Instrument Number 1505420, bears, South 89°47'26" East, a distance of 2,681.05 feet; thence

Along the East-West centerline of said Section 4, South 89°47'26" East, a distance of 830.09 feet, as shown on said prior Record of Survey on file in Book 19 at Page 102, to the Northwest corner of the East 15 acres of the Northwest Quarter of the Southeast Quarter of said Section 4, the POINT OF BEGINNING; thence

Continuing along the East-West centerline of said Section 4, South 89°47'26" East, a distance of 40.72 feet to the Northerly extension of an existing fence line; thence

Along said Northerly extension and said existing fence line, South 00°58'08" West, a distance of 462.19 feet to the centerline of Latour Creek Road; thence

Along said centerline, South 69°00'15" West, a distance of 37.33 feet to the West line of said East 15 acres of the Northwest Quarter of the Southeast Quarter of said Section 4; thence

Along said West line, North 00°14'02" East, a distance of 475.65 feet to the POINT OF BEGINNING.

AND

Commencing at the Center Quarter corner of said Section 4, monumented according to Corner Perpetuation and Filing record form on file under Instrument Number 1505422, from which the East Quarter corner of said Section 4, monumented according to Corner Perpetuation and Filing record form on file under Instrument Number 1505420, bears, South 89°47'26" East, a distance of 2,681.05 feet; thence

Along the East-West centerline of said Section 4, South 89°47'26" East, a distance of 830.09 feet to the Northwest corner of the East 15 acres of the Northwest Quarter of the Southeast Quarter of said Section 4, as shown on said prior Record of Survey on file in Book 19 at Page 102; thence

Along said West boundary line, South 00°14'02" West, a distance of 475.65 feet to the centerline of Latour Creek Road, the POINT OF BEGINNING; thence

Along said centerline, North 69°00'15" East, a distance of 37.32 feet; thence

Leaving said centerline, South 00°58'08" West, a distance of 699.51 feet; thence

EXHIBIT "A"
(Continued)

Commitment Number: 81372

North 89°47'26" West, a distance of 25.82 feet to the Southeast corner of that certain tract of land as described in document on file under Instrument Number 1126380; thence

Along the East boundary line of said tract, North 00°14'02" East, a distance of 685.95 feet to the POINT OF BEGINNING.

Commitment Number: 81372

**SCHEDULE B - SECTION I
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
- (1) Rights or claims of parties in possession not shown by the Public Records.
 - (2) 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.
 - (3) Easements, or claims of easements, not shown by the Public Records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - (5) (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of 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.

C. Special Exceptions:

7. General Taxes and Assessments, which are a lien, for the year 2012, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :
Total: \$1,336.20, paid
Exemptions: Ag/Timber
Amount Exempt: \$121,001.00
Parcel No.: 48N01E047700
AIN No.: 118919
8. General taxes for the year 2013, which are a lien, are not yet due or payable.
9. The lien for any taxes deferred by virtue of the designation of the insured land or any portion thereof as forest lands as provided by Section 63-1701 et. seq., of the Idaho Code
10. Right of Way Easement granted to BUNKER HILL AND SULLIVAN MINING AND CONCENTRATING COMPANY, for any damage sustained in the past and which may be sustained in the future by reason of the said mining and milling operations and the use of the water of the Coeur d'Alene River and the South Fork of the Coeur d'Alene River, recorded May 24, 1911 in Book 42 of Deeds at page 705, records of Kootenai County, Idaho.

Commitment Number: 81372

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: WASHINGTON WATER POWER COMPANY
Purpose: To erect, construct, reconstruct and maintain an electric transmission line and distribution system attached to transmission line poles or structures
Recorded: April 22, 1947
Book 135 of Deeds at page 105, records of Kootenai County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: WASHINGTON WATER POWER COMPANY
Purpose: To erect, construct, reconstruct and maintain an electric transmission line and distribution system attached to transmission line poles or structures
Recorded: August 25, 1958
Book 174 of Deeds at page 345, records of Kootenai County, Idaho.
13. Any matters as disclosed by survey recorded September 26, 1997 in Book 19 of Surveys at Page 102, records of Kootenai County, Idaho.
14. Easements for public road right of way now known as Latour Creek Rd., including utilities lying therein, over the Northwesterly portion of said insured property. The exact location and extent of said easements are not disclosed of record.
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: James E. Langstaff
Purpose: access, ingress and egress and Latour Creek Road
Recorded: February 15, 2007
Instrument No.: 2083374000, records of Kootenai County, Idaho.
16. Any invalidity or defect in the title of the vestee in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee (s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

NOTES:

The following matters will not be listed as Special Exceptions in Schedule B of the policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception to Schedule B of the policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule B, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the policy.

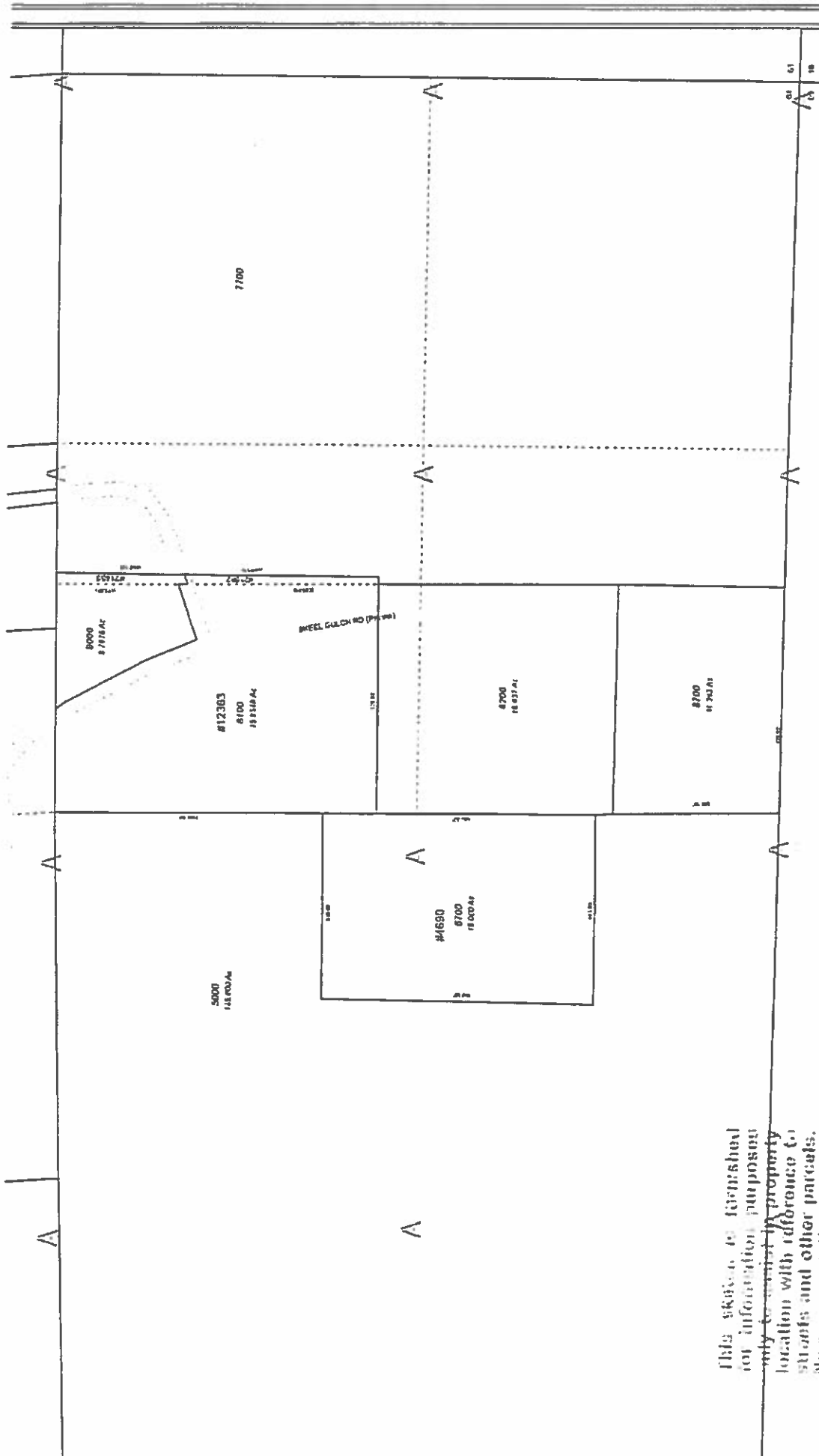
Commitment Number: 81372

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

- Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.
- Note 2: The address of the herein described property is:
15490 S. Latour Creek Road
Cataldo, ID 83810
- Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



This sketch is furnished for information purposes only to assist in property location with reference to struts and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

0-1000



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

ID2018

Kootenai County Title Company, Inc.
1450 Northwest Blvd, Ste 200
Coeur d'Alene, ID 83814
Tel: (208) 667-9431
Fax: (208) 765-1654

CHICAGO TITLE INSURANCE COMPANY



[Signature]

Secretary

Countersigned:

[Signature]

Authorized Signatory

Jan DeFord



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.*