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JAN 25 2018

IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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DEPARTMENT 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-8534	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Larry Gilman
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Old River City Investments LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 130 POST FALLS ID. 83877
Mailing address City State ZIP
- 206 652 4100 Bill@CENW.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: 12/23/16

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: [Signature] MANAGING member 1-16-18
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 N/A Date N/A Receipt No. N/A Receipt Amt. N/A
Approved by [Signature] Processed by [Signature] Date 1-29-2018

Warranty Deed

326402

For value received

Larry W. Gilman, a married man, as his separate estate

the grantor, does hereby grant, bargain, sell and convey unto

NW River City Investments, LLC, a Washington limited liability company

the grantee, whose current address is

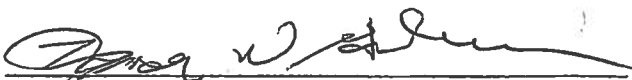
7683 SE 27th Street SE, Mercer Island, WA 980404

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

SEE THE LEGAL DESCRIPTION ATTACHED

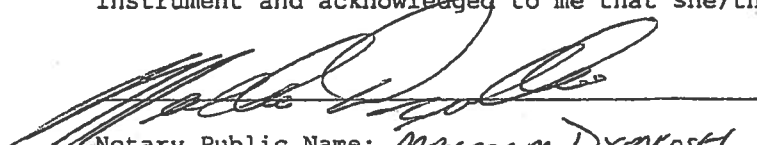
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinance, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and those matters set forth on Exhibit A attached hereto and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 12-15-2016

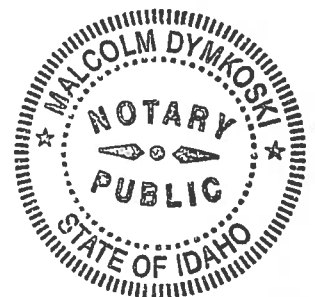

Larry W. Gilman

State of Idaho
County of Kootenai

On this 15th day of December, 2016, before me the undersigned, a Notary Public in and for said state, personally appeared Larry W. Gilman known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/they executed the same.


Notary Public Name: MALCOLM DYMKOSKI

Residing at HARDEN, IDAHO, Idaho
Commission Expires: 10-17-2022



Mail to:
NW River City Investments, LLC, a Washington limited liability company

7683 SE 27th Street SE
Mercer Island, WA 98040

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

The West half of Tract 57, Block 35, Post Falls Irrigated Tracts, according to the Plat recorded in the office of the County Recorder in Book "C" of Plats at Page 78, Records of Kootenai County, State of Idaho.

Excepting therefrom that portion conveyed to the City of Post Falls by Right of Way Deed recorded April 29, 1996 as Instrument No. 1443615 described as:

A portion of Tract 57, Block 35, Post Falls, Irrigated Tracts, as recorded under Instrument No. 1294061, Kootenai County Records, Southwest one quarter, Section 35, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said Section 35;

Thence North 00°21'29" East, 659.82 feet along the West Section line of said Section 35;

Thence South 88°54'54" East, 30.00 feet to a point on the Easterly Right-of-Way boundary of Idaho Street and the Northwest corner of said Tract 57, said point being the True Point of Beginning.

Thence South 88°54'54" East, 19.99 feet to the Southwest corner of Heritage Place Subdivision, as recorded under Instrument No. 1239877, Book F, Page 344, Kootenai County Records;

Thence South 01°13'35" West, 619.77 feet;

Thence South 88°55'32" East, 375.27 feet to a point on the Westerly boundary of Tax Number 9644;

Thence South 00°23'07" West, 10.00 feet along said Easterly boundary to a point on the Northerly Right-of-Way of Mullan Avenue;

Thence North 88°55'32" West, 385.86 feet to the Southwest corner of Tract 57;

Thence North 00°21'29" East, 629.82 feet along said Westerly Right-of-Way of Idaho Street to the Point of Beginning.

Also Excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right of Way recorded May 16, 2001 as Instrument No. 1678528, described as:

Commencing at the Southwest corner of Tract 57, Block 35 of Post Falls Irrigated Tracts according to the plat thereof Recorded in Book C of Plat, Pages 78, 79 and 80 at the County Recorder's Office, situated in the Southwest Quarter of Section 35, Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho;

Thence North 00°00'55" East along the west line of said Tract a distance of 10.00 feet;

Thence South $89^{\circ}16'02''$ East parallel with the south line of said Tract a distance of 9.2 feet to the intersection of the easterly margin of Idaho Road and northerly margin of Mullan Avenue, said intersection being the Point of Beginning;

Thence North $00^{\circ}39'00''$ East along said easterly margin of Idaho Road a distance of 36.95 feet to the beginning of a non-tangent curve concave to the northeast having a radial bearing of North $89^{\circ}21'00''$ West and a radius of 39.00 feet;

Thence Southeasterly along said curve through a central angel of $71^{\circ}30'02''$ an arc distance of 48.67 feet to said northerly margin of Mullan Avenue;

Thence North $89^{\circ}16'01''$ West along said northerly margin a distance of 26.63 feet to the Point of Beginning.

ENCUMBRANCES

RE: Manufactured Home Park

An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Alfred C. Smith

Purpose: right of way

Book 47, Page 525

Agreement and the terms and conditions contained therein

Between: James Kennedy and Charlotte Kennedy, husband and wife

And: Clare D Wiltse and Emily M Wiltse, husband and wife

Purpose: roadway

Recorded: October 21, 1970

Instrument No.: 571411

Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: declaration of abandonment

Recorded: November 3, 1993

Instrument No.: 1327587

Agreement and the terms and conditions contained therein

Between: Wayne H Gilman, Zetta E Gilman, and Larry W Gilman as joint tenants

and Post Falls Mobile Park Partnership, Larry W Gilman, Partner

And: The City of Post Falls

Purpose: Right-of-Way Acquisition Agreement

Recorded: April 29, 1996

Instrument No.: 1443614

Agreement and the terms and conditions contained therein

Between: Kootenai Cable, Inc.

And: Post Falls Trailer Park, a Partnership

Purpose: installation, maintenance, repair and replacement of communication transmission cable

Recorded: May 20, 1998

Instrument No.: 1538178