

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 27 2018

Notice of Change in Water Right Ownership

1. ~~Is this form for~~ **IDWR NORTH** 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 #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-12097	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: REED SIMPSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): WALTER R. FAIRFAX + Susan Fairfax
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 5267 W HIGHLAND DR, COEUR D'ALENE ID 83814
Mailing address City State ZIP
- 208-819-6675 WRFAIRFAX@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: SEPT 19, 2011
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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] 8-9-2018
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] 8/9/2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8-27-2018 Receipt No. N033723 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 [Signature] Approved by [Signature] Processed by [Signature] Date 8-29-2018



PioneerTitleCo.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho 83814 (208) 664-8254

TO: Keller Williams Realty Coeur d'Alene
1450 Northwest Boulevard,
Coeur D Alene, ID 83814

DATE: September 19, 2011
ORDER NO.: 141204

ATTN: Aimee Gerome

RE: Walter Fairfax and Susan Fairfax
Reed F. Simpson and Carol B. Simpson

Enclosed:

Commitment

Thank you for giving us the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us.

If you have any questions, please contact the following:

TITLE OFFICER
Tanya Travis

ESCROW OFFICER
Jacque Sergeant

141204 141204 141204



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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.

All liability and obligation under this Commitment shall cease and terminate six (6) months 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, Old Republic National 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.

Issued through the Office of:

Pioneer Title Company of Kootenai County
100 Wallace Ave.
Coeur d'Alene, ID 83814
(208) 664-8254

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Authorized Signature

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 and Stipulations.
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 Stipulations 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: www.alta.org

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254/Fax (208) 664-9479
Escrow Officer: Jacque Sergeant
Title Officer: Tanya Travis

Order No. 141204

1. **Effective Date:** August 25, 2011 at 8:00 A.M.

2. **Policy or Policies to be issued:**

Policy Amount

Amount

(a) ☒ **A.L.T.A. Owner's**
Proposed Insured: **Walter Fairfax and Susan Fairfax**

\$ [REDACTED]

\$ [REDACTED]

Endorsements:

Total Premium:

\$ [REDACTED]

(b) ☒ **A.L.T.A. Loan - Extended Coverage**
Proposed Insured: **Mountain West Bank**

\$ [REDACTED]

\$ [REDACTED]

Endorsements: 8.1-06
9-06/22.1-06

\$ [REDACTED]

\$ [REDACTED]

Total Premium:

\$ [REDACTED]

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

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

**Reed F. Simpson and Carol B. Simpson, as Co-Trustees of the Reed and Carol Simpson Family Trust U/A
12/29/98**

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

**Lot 3, Block 1, TOYAMA SUBDIVISION, according to the new plat recorded in the office of the County
Recorder in Book "F" of Plats at Page 263, records of Kootenai County, Idaho.**

File No.: 141204

0042CG ALTA Commitment (6/17/06) - Schedule A

Page 1 of 1 page(s)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

EXCEPTIONS

Order Number: 141204

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.

1. 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.
2. **General Exceptions:**
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 - (c) Easements, or claims of easements, not shown by the public records.
 - (d) 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.
 - (e) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
 - (f) Taxes or special assessments 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 to such proceedings, whether or not shown by the records of such agency or by the public records.

***PARAGRAPHS A, B, C, D, E AND F WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B- SECTION II.**

COMMITMENT
SCHEDULE B – Section I

Order Number: 141204

Requirements

The following requirements must be met:

- (a) Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the Policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Terms, Conditions and Provisions of the Trust under which Title is vested. We request a showing thereof in particular, the unrestricted Power and Authority of the Trustee to sell, convey and/or encumber said premises.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

SPECIAL EXCEPTIONS

Order Number: 141204

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

1. General taxes for the year 2011, which are liens, are not yet due and payable.
Tax Parcel No.: 0-8274-001-003-0, A.I.N. #: 177853.

2. The taxes showing in the title report and closing documents reflect the current information available from the Kootenai County Treasurer. Any discrepancy with the taxes will be the responsibility of the seller/borrower.

3. Right of Way Deed to Kootenai County for road purposes, recorded in Book "A" of Road Deeds at Page 3.

4. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein.

For: A perpetual right and easement, together with the right to stall, inspect and maintain all of the facilities necessary to provide communication service and other related services located on said right of way and easement, including the trimming or removal of any brush, trees and shrubs that may interfere with the construction, maintenance and operation of said service.

In Favor of: General Telephone Company of the Northwest, Inc., a corporation, its successors and or assigns

Recorded: June 25, 1985

Instrument No.: 1010387

5. We note a record of survey of the subject property. Reference to the record is made for full particulars.

Recorded: August 9, 1988

Instrument No.: 1125019

6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein.

For: To construct, operate and maintain an electric transmission and/or distribution line or system; with the right to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 15 feet of the center line of said line or system.

In Favor of: Kootenai Electric Cooperative, Inc., a corporation, its successors and or assigns

Recorded: September 18, 2000

Instrument No.: 1649344

File No.: 141204

ALTA Commitment (6/17/06) – Schedule B II

Page 1 of 3 page(s)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

SPECIAL EXCEPTIONS

Order Number: 141204

7. A Deed of Trust to secure an indebtedness of \$ [REDACTED], and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.

Dated: November 20, 2002
Grantor: Reed F Simpson and Carol B Simpson, husband and wife
Trustee: North Idaho Title
Beneficiary: Mountain West Bank
Recorded: November 27, 2002
Instrument No.: 1766599

The Beneficial interest of record has been assigned by Instrument:

To: Wells Fargo Home Mortgage, Inc., an California corporation
Recorded: December 17, 2003
Instrument No.: 1848964

8. Terms, Conditions and Provisions of the Trust under which Title is vested. We request a showing thereof in particular, the unrestricted Power and Authority of the Trustee to sell, convey and/or encumber said premises.

9. Possible matters relating to General Exceptions Paragraph 2, a thru f, herein in connection with any Extended Coverage Policy shown in Schedule A to be issued. Adverse matters if any, as disclosed by our inspection of the premises, will be shown in a supplemental report to this Commitment, or on an updated Commitment, and will be shown as Special Exceptions in any Policy to be issued cleared to the satisfaction of the Company.

Notes:

1. The address of the subject property is described as follows: **5267 W. Highland Dr., Coeur d'Alene, ID 83814**

2. THERE HAVE BEEN NO CONVEYANCES WITHIN THE LAST 24 MONTHS.

3. General taxes for the year 2010, which were a lien, in the amount of \$ [REDACTED], are paid.
Parcel No.: 0-8274-001-003-0, A.I.N. #: 177853.

4. There is no notice of record and therefore no search has been made of any unpaid charges or fees for sewer, water, garbage, irrigation and other possible utility services

5. In the event that any or all of the sellers are foreign persons or entities, please notify Pioneer Title Company for further arrangements must be made prior to closing.

File No.: 141204

ALTA Commitment (6/17/06) – Schedule B II

Page 2 of 3 page(s)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

SPECIAL EXCEPTIONS

Order Number: 141204

6. Examination of the records discloses no matters pending against the names of Walter Fairfax and Susan Fairfax, the proposed purchaser(s).

7. In the event that this transaction fails to close, a minimum fee of \$100.00 will be charged to comply with the State Insurance Code.

8. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:

(a) The personal execution and acknowledgement of any deed, deed of trust, mortgage or special power of attorney to convey or encumber the homestead by the vested owner and spouse, if any.

Or in the alternative

(b) an affidavit, signed by the vested owner and spouse which states (i) that the land described herein is not their principal resident, (ii) the land is not claimed as homestead property; and (iii) their principal residence is .(and if applicable, the vested owner is not married).

END OF SCHEDULE B

①

8750
5.751 Ac

8800
5.560 Ac

001-002-0
10.359 Ac

2

105-003-D
TOLSON, Jc

~~#14432~~

9200
B.988 Ac

#12544

7600
1.590 Ac

#1152

#4241

#4242

9350
5.958 Ac

REMAINDER OF #14432
ASSESSED AS 50N04W-17-0180

SCALE: 1 INCH = 200 FEET

SE1/4



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION • 7600 N MINERAL DR STE 100 • COEUR D ALENE ID 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 30, 2018

WALTER & SUSAN FAIRFAX
5267 W HIGHLAND DR
COEUR D ALENE ID 83814-7460

Re: Water Right No. 95-12097

Dear Mr. & Mrs. Fairfax:

Enclosed is a copy of the Notice of Completed Administrative Procedure and associated water right(s) that has been sent to the Coeur d'Alene-Spokane River Basin Adjudication Court, reflecting the ownership change for your water right(s). These documents are now required to be filed by the Department in order to notify the Court of any changes to your water right(s).

This notification to the Court does not affect the previous approval of this water right(s). You will be notified of any future action on your water right(s) by the CSRBA Court or Water Resources.

Please contact this office if you have any questions concerning this notification.

Sincerely,

A handwritten signature in blue ink that reads "Dawn Lenon".

Dawn Lenon

Technical Records Specialist 1