



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene ID 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819

Website: [idwr.idaho.gov](http://idwr.idaho.gov) • Email: [northerninfo@idwr.idaho.gov](mailto:northerninfo@idwr.idaho.gov)

BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

March 26, 2019

LNR PROPERTIES LLC  
3999 W ST JOE AVE  
POST FALLS ID 83854

RE: Coeur d'Alene-Spokane River Basin Adjudication (CSRBA)  
Incomplete Notice of Change in Water Right Ownership

Dear Claimants:

I am writing to you in regards to the change of ownership you sent in for Kootenai County Parcel # 0L1610010010, Claim # 95-13143.

I have reviewed your change in water right ownership form you submitted, and we cannot accept a Purchase and Sales Agreement as a conveyance document. These are only a preliminary document stating terms and conditions for the purchase of the property. We also cannot accept the Warranty Deed you provided because it must be the recorded copy. Please re-submit this form with a copy of the **signed and notarized Warranty Deed**. If you do not have a copy of the signed and notarized Warranty Deed, you can obtain one from your local Records Office.

I am returning your original Change of Ownership form, and when you get the required document(s), please send that and this form back to me to the following address.....

Idaho Department of Water Resources  
Attn: Dawn Lenon  
7600 N Mineral Drive Suite 100  
Coeur D Alene ID 83815.

I'm sorry for any inconvenience this may have caused you. If you have any questions, please feel free to call me at 208-762-2800.

Thank you,

A handwritten signature in blue ink that reads "Dawn R. Lenon". The signature is fluid and cursive, with the first name "Dawn" being the most prominent.

Dawn R. Lenon

Technical Records Specialist 1

Enclosure: Original Notice of Change in Water Right Ownership 95-13143

RECEIVED

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## MAR 25 2019 Notice of Change in Water Right Ownership

## 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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 95-13143              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Mike Moen  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): LNR Properties LLC  
New owner(s) as listed on the conveyance document

→ 73999 ST Joe Avenue Post Falls ID 83854  
Mailing address City State ZIP  
208-262-9531 ross@burlyproducts.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: 7/12/2017

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: PF Member 3/22/19  
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 \_\_\_\_\_

**COMMERCIAL REAL ESTATE  
PURCHASE & SALE AGREEMENT**

Reference Date: March 15, 2017

LNR PROPERTIES, LLC, an Idaho limited liability company ("**Buyer**"), agrees to buy and PLEASANTVIEW PROPERTY, LLC, an Idaho limited liability company ("**Seller**"), agrees to sell, on the following terms, the commercial real estate and all improvements and fixtures thereon (collectively, the "**Property**") situated in Kootenai County, Idaho.

The Reference Date above is intended to be used to reference this Agreement, and is not the date of "**Mutual Acceptance**." Mutual Acceptance is defined in Section 21 below.

1. **PROPERTY.** The Property being purchased by Buyer consists of approximately 5.503 acres located in Kootenai County, Idaho, including but not limited to, improvements thereon at the time of Closing and any and all water rights associated with the real property. The parties understand and acknowledge that the Property is subject to a minor subdivision application that is pending with Kootenai County, and is seeking divide Lot 2, Block A, PANHANDLE SECOND ADDITION TO NORTH PLEASANTVIEW, into two separate parcels consisting of approximately 5.503 acres each as depicted on the proposed Plat of PANHANDLE 3<sup>RD</sup> ADDITION TO NORTH PLEASANTVIEW. The Property is designated as Lot 1 on the proposed Plat which is attached hereto as **Exhibit "A."** The legal description of the Property is also set forth in **Exhibit "A."**

**ARTICLE II.**

2. **INCLUDED PERSONAL PROPERTY.** The Property includes all improvements and fixtures located thereon as of the time of Closing. The Property also includes the personal property on the list attached hereto as **Exhibit "B."**

**ARTICLE III.**

3. **PURCHASE PRICE.** The total purchase price for the Property is Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00). The purchase price will be paid in cash or certified funds at Closing.

**ARTICLE IV.**

4. **EARNEST MONEY.** Buyer shall deposit earnest money in the amount of Fifty Thousand Dollars and No/100 (\$50,000.00) with the Closing Agent. Buyer shall deliver the earnest money to Closing Agent no later than three (3) days after Mutual Acceptance. The earnest money shall be applied to the purchase price at Closing.

5. **TITLE INSURANCE.**

**a. Title Report.** Seller shall apply for a standard coverage owner's policy of title insurance and Seller shall pay the costs associated with that policy. Seller will provide Buyer with a preliminary title commitment report within fifteen (15) days after Mutual Acceptance covering the existing Lot 2, Block A, PANHANDLE SECOND ADDITION TO NORTH PLEASANTVIEW. The parties acknowledge that this preliminary title report will be revised after the minor subdivision application is approved and Lot 2 is divided into the two lots depicted on **Exhibit "A."** The revised standard coverage owner's policy of title insurance will only cover the Property, which is the approximately 5.503 acres to be designated as Lot 1

**b. Permitted Exceptions.** If any title matters are disclosed in the preliminary title commitment, then Buyer may notify Seller of any objectionable matters in any preliminary title commitment within five (5) days after receipt of the preliminary title commitment. If Buyer notifies Seller of any objectionable matters, this Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days' of Buyer's notice of such objections (i) Seller agrees, in writing, to remove all objectionable provisions; or (ii) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the **"Permitted Exceptions."** Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the general exclusions and exceptions common to such form of policy and the Permitted Exceptions.

**6. TITLE.** Title shall be conveyed by a warranty deed subject only to the Permitted Exceptions.

**7. CLOSING OF SALE.** This sale shall be closed on **June 16, 2017**, or another date agreed upon by the parties (**"Closing"**), by Kootenai County Title Company, Inc. (**"Closing Agent"**). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. Closing shall be deemed to have occurred when the warranty deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

**8. CLOSING COSTS AND PRORATIONS.** Seller shall pay the premium for the owner's standard coverage title policy and Buyer will pay the premium for any lender's standard coverage title policy and any excess premium attributable to any extended coverage or endorsements requested by Buyer or lender, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Real property taxes and assessments payable in the year of closing; interest; utilities; and other operating expenses shall be pro-rated as of Closing.

**9. POST-CLOSING ADJUSTMENTS, COLLECTIONS AND PAYMENTS.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. Any pro-ration of pre-paid contracts or taxes and post-closing adjustments will be made outside of Closing and all amounts owing will be paid within ten (10) days of presentation of such bill or invoice.

**10. CLOSING CONTINGENCIES.** The parties hereto acknowledge and agree that this Agreement and Seller's obligation to sell and Purchaser's obligation to purchase the Property is made subject to the following special considerations and/or closing contingencies which must be satisfied at the time of Closing:

**a. Minor Subdivision Application Approval.** Seller has submitted an application for minor subdivision approval and anticipates that such approval will be received within an approximately 3 month period. Seller shall make reasonable efforts to complete the minor subdivision approval within the 3 month period. If the minor subdivision application is not approved as of the Closing date, then the parties will agree to an extension of the Closing date for a period not to exceed 60 days. In the event that the minor subdivision application is disapproved or the approval is not granted within any 60 day extension period, then either party may terminate this Agreement and Buyer shall receive a refund of the earnest money.

**b. Buyer's Inspection/Due Diligence.** After the Mutual Acceptance of this Agreement, Buyer and its agents shall have the right to go upon the Property for the purpose of inspecting the Property and conducting any tests or studies Buyer deems appropriate. Seller agrees to cooperate and assist Buyer in obtaining access to the Property. Buyer shall indemnify, defend and hold Seller harmless from any claims or damages incurred by Buyer, its agents, or the Property, by virtue of or arising out of Buyer's activities on the Property. Buyer shall have until May 1, 2017, to complete its inspections and due diligence with respect to the Property. If Buyer's inspections or due diligence identifies any issues with the Property that will result in costs or liability to Buyer in excess of \$10,000 or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate this Agreement by written notification to Seller of any objectionable matters

delivered to Seller on or before May 1, 2017. If Buyer timely notifies Seller of any objectionable matters, this Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer. If Buyer decides not proceed with the purchase of the Property, copies of all studies and results of all tests and inspections shall be provided to Seller without charge.

**c. Seller's Repair Items.** Seller will install a six foot chain link fence along the new west property line. Seller will repair the electrical service panels and conduits servicing the yard and outbuildings. Seller will remove the "Panhandle Concrete Products" lettering on the building.

**d. Buyer Repair Items.** Buyer will re-establish the street trees and shrubs along Pleasantview Road, including irrigation to the same, when the road widening or other conditions trigger the need in accordance with the County approved design.

**11. PRE-CLOSING POSSESSION.** The Buyer through its affiliated entity, Burly Products, Inc., an Idaho corporation, will have the right to occupy the Property after the Mutual Acceptance of this Agreement pursuant to the terms of a written short term rental agreement to be entered into between Seller as landlord and Burly Products, Inc., as tenant. All rents actually paid to Seller under the terms of the short term rental agreement will be credited against the purchase price of the Property at Closing.

**12. SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (i) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (ii) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (iii) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (iv) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (v) There is no pending or threatened condemnation or similar proceedings affecting the Property; and (vi) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes attributable to the period prior to Closing which, if not paid, could constitute a lien on Property or for which Buyer may be held liable after Closing.

If prior to Closing, Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of \$10,000 or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest

money. Buyer shall deliver written notice of termination within five (5) days of discovering or receiving notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

**13. AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on his own pre-closing inspections and investigations.

**14. BUYER'S REPRESENTATIONS.** Except as disclosed to or known by Seller, Buyer represents to Seller that, to the best of Buyer's actual knowledge, each of the following is true as of the date hereof: (i) Buyer is authorized to enter into the Agreement, to purchase the Property, and to perform its obligations under the Agreement; (ii) Prior to Closing, Buyer will take no action to adversely affect the value of the Property and will keep Seller reasonably informed of Buyer's actions in connection therewith; and (iii) There is no action, suit, investigation or proceeding (administrative or otherwise) pending or threatened against or affecting Buyer or its operations, the transactions contemplated hereby, or which might affect the right of Buyer to own, operate or possess the Property or which might have a material effect on Buyer's intended plans for the Property.

**15. CONDEMNATION AND CASUALTY.** Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds \$10,000. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

**16. FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is

a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

**17. NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing. Notices to Seller must be signed by Buyer and must be delivered to Seller. A notice to Seller shall be deemed delivered only when received by Seller. Notices to Buyer must be signed by Seller and must be delivered to Buyer. A notice to Buyer shall be deemed delivered only when received by Buyer.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in Section 73-108, Idaho Code, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in Section 73-108, Idaho Code, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

**18. REAL ESTATE COMMISSIONS.** Buyer and Seller acknowledge and agree that there are no real estate commissions that arise as a result of this transaction. In the event that a claim for commission is made related to the purchase of the Property, the party who was allegedly represented by the real estate broker or agent claiming such commission shall be wholly responsible therefore, and shall defend and indemnify the other party from any claim or cause of action for the same.

**19. ASSIGNMENT.** Buyer may assign this Agreement with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment.

**20. DEFAULT AND ATTORNEY'S FEES.**

**a. Buyer's Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, the Seller may, at its option, (i) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (ii) bring suit against Buyer for Seller's actual damages, (iii) bring suit

to specifically enforce this Agreement and recover any incidental damages, or (iv) pursue any other rights and remedies available at law or equity.

b. **Seller's Default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then Buyer may, at its option, (i) bring suit against Seller for Buyer's actual damages, (ii) bring suit to specifically enforce this Agreement and recover any incidental damages, or (iii) pursue any other rights and remedies available at law or equity.

c. **Attorney's Fees.** If legal action is required or deemed necessary to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees, incurred in connection therewith.

## 21. MISCELLANEOUS PROVISIONS.

a. **Complete Agreement.** The Agreement and any addenda and exhibits hereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

b. **Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

c. **Electronic Delivery.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

d. **Mutual Acceptance.** The term "**Mutual Acceptance**" as used herein shall be the latest date of execution of this Agreement by Buyer and Seller as evidenced by the dated signature lines herein.

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

**Buyer**

**Seller**

**LNR PROPERTIES, LLC**

**PLEASANTVIEW PROPERTY, LLC**

  
\_\_\_\_\_  
\_\_\_\_\_

By: Ross Schlotthauer  
Its: Managing Member

Date: 3/15/17

By: Mike Moen  
Its: Managing Member

Date: 3-15-17

## **EXHIBIT A**

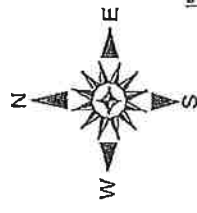
### **PROPERTY DESCRIPTION**

Lot 2, Block A, Panhandle Second Addition to North Pleasantview, according to the plat thereof recorded in Book "L" of Plats at Page 1, records of Kootenai County, Idaho, and excepting therefrom the western 300 feet of such parcel.

# **PANHANDLE 3RD ADDITION TO NORTH PLEASANT VIEW** A REPLAT OF LOT 2, BLOCK A, PANHANDLE 2ND ADDITION TO NORTH PLEASANT VIEW SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 N., RANGE 5 W., B.M., KOOTENAI COUNTY, IDAHO

PLAT OF

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INSTRUMENT # \_\_\_\_\_



**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS PLAT IS THE EAST-WEST SECTION CORNER BETWEEN THE EAST QUARTER CORNER AND THE CENTER QUARTER CORNER OF SECTION 30, TOWNSHIP 51 N., RANGE 5 W., B.M., TAKEN TO BE N89°05'47"W PER (R-1), (R-2), (R-3).

**REFERENCES**

- (R-1) PLAT OF PANHANDLE 2ND ADDITION TO NORTH PLEASANT VIEW PLS #1428 RECORDED AT BOOK L OF PLATS, PAGE 1, FEB. 2015
- (R-2) PLAT OF PANHANDLE 1ST ADDITION TO NORTH PLEASANT VIEW, PLS #270 RECORDED AT BOOK J OF PLATS, PAGE 116, NOV. 2004
- (R-3) PLAT OF PANHANDLE ADDITION TO NORTH PLEASANT VIEW PLS #278 RECORDED AT BOOK J OF PLATS, PAGE 115, OCT. 2004
- (R-4) RECORDS OF SURVEY BY PLS #1689 RECORDED AT BOOK 23 OF SURVEYS, PAGE 3026, AUG. 2005

**UNPLATTED**

**PANHANDLE 2ND ADD TO NORTH PLEASANT VIEW BLOCK A**

**BLOCK 1**

**LOT 1**  
5.553 Acres

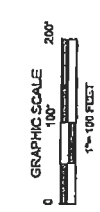
**LOT 2**  
5.503 Acres

**LOT 1**

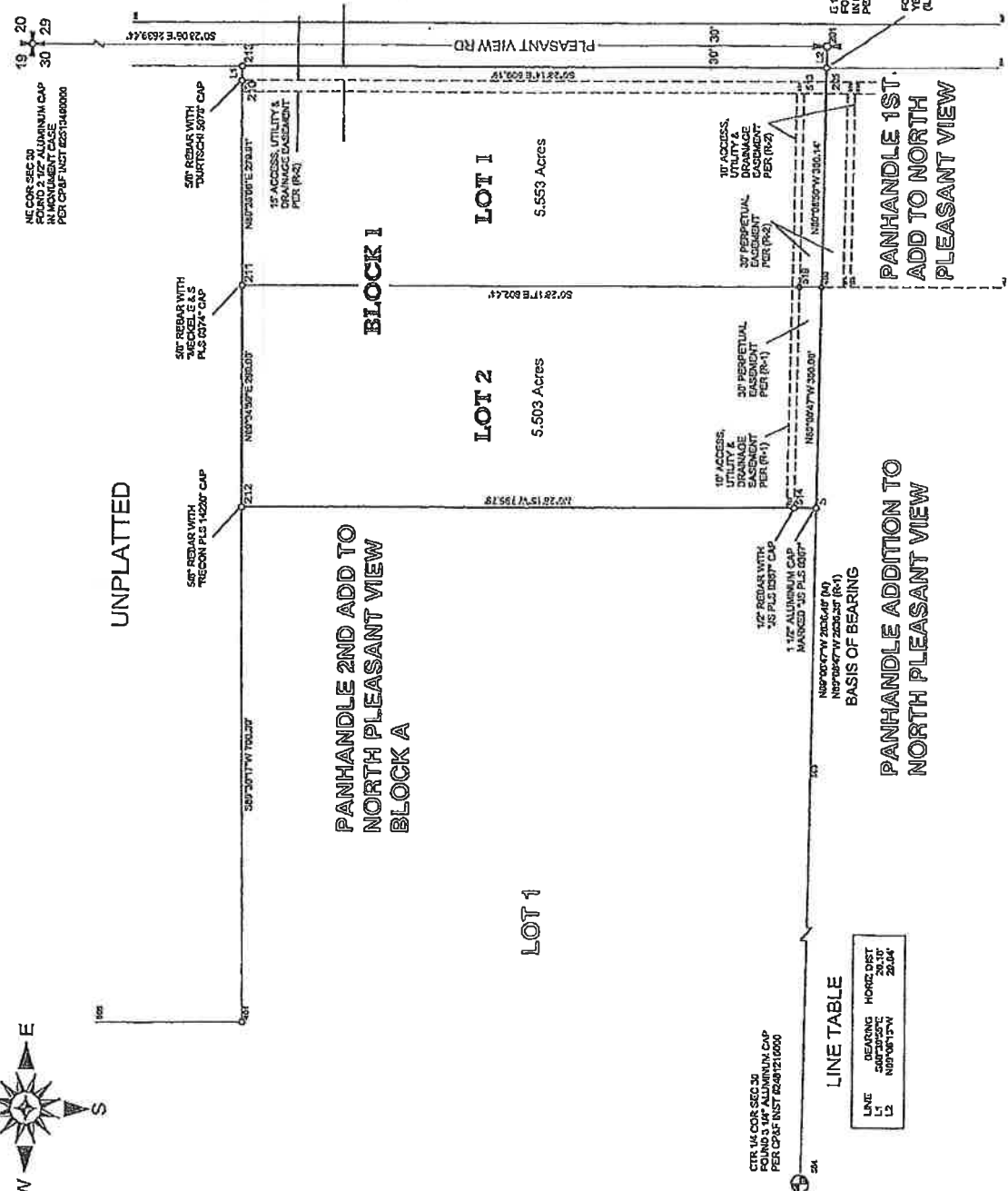
**DRAFT**

**NOTES**

ALL RECORDS KOOTENAI COUNTY UNLESS OTHERWISE NOTED  
 NO ATTEMPT WAS MADE TO SURVEY THE ORIGINAL FEATURES ON THIS SURVEY NOR CASUALMENTS OF RECORD OR IN VIEW EXCEPT FOR THOSE THAT APPEAR HEREON.  
 THE PURPOSE OF THIS REPLAT IS TO DIVIDE LOT 2, BLOCK A, PANHANDLE 2ND ADD IN HALF.



**NORTH ENGINEERING & SURVEYING P.L.L.C.**  
 P.O. BOX 2466  
 HAYDEN, ID 83835  
 C. MCDONALD PLS (200) 755-5752



**LINE TABLE**

| LINE | BEARING     | HORIS. DIST. |
|------|-------------|--------------|
| L1   | S89°05'47"E | 20.31'       |
| L2   | N89°05'47"W | 20.04'       |



## Exhibit "B"

### Office Area:

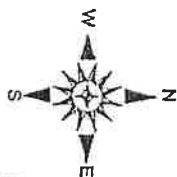
Front sales counter  
Credenza  
Plans cabinet  
3 ea. Desks  
2 ea. Computer desks  
3 ea. Tables  
5 ea. File cabinets  
Lateral file cabinet  
Chairs  
2 ea. Shelf units in furnace room  
Refrigerator  
Microwave  
Phone system  
HP copier/fax  
Ricoh copier

### Shop Area:

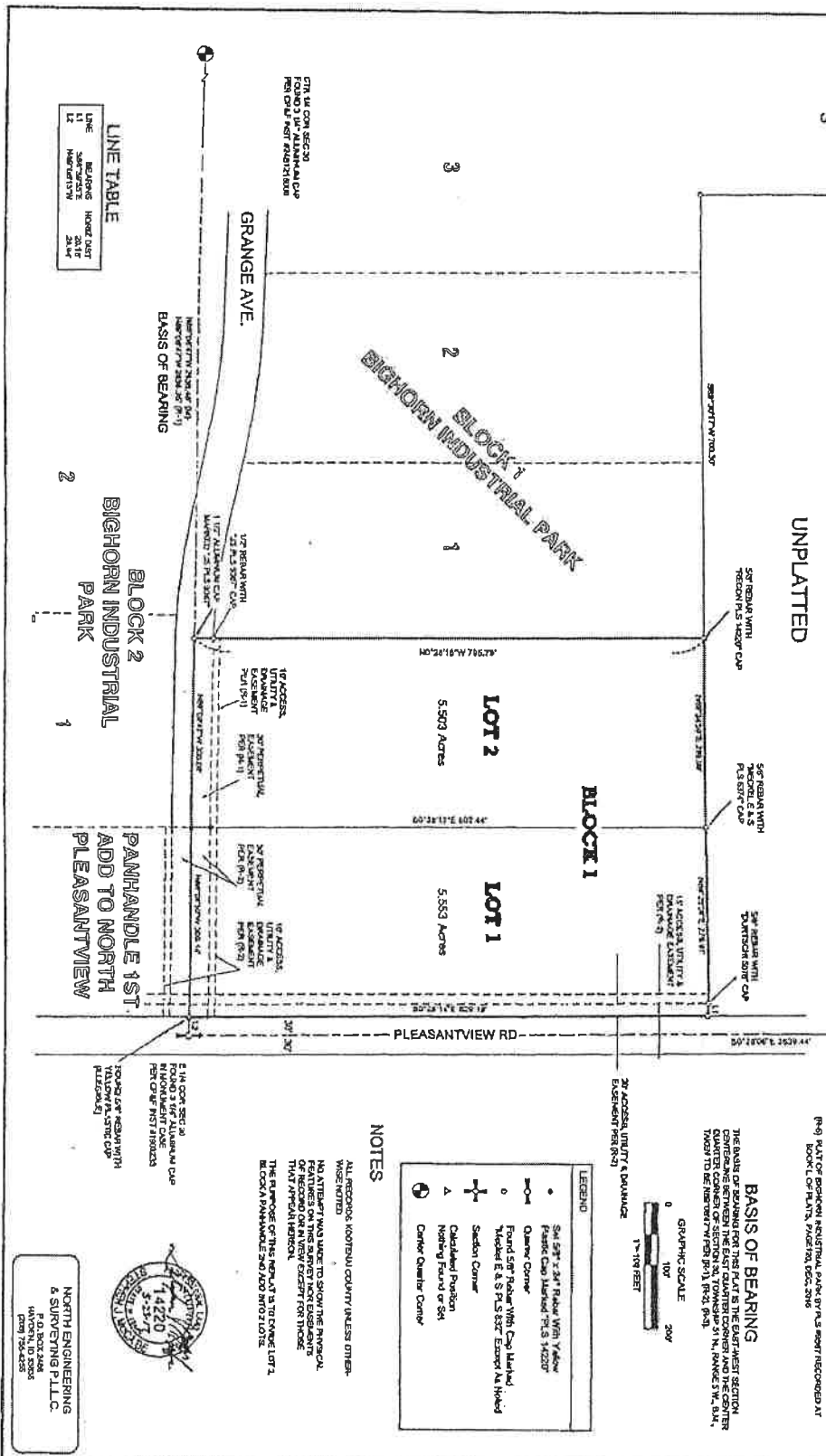
Truck scale and display  
Wood work bench  
3 ea. Counters 1 with vise  
Waste oil storage tank  
Air Compressor  
Center pallet type shelf assembly  
Long pallet type shelving on north wall  
Counter with cabinet doors  
Metal desk  
5 ea. Misc. shelving  
2 ea. Wood shelves  
Rebar table

# PLAT OF **PANHANDLE 3RD ADDITION TO NORTH PLEASANTVIEW** A REPLAT OF LOT 2, BLOCK A, PANHANDLE 2ND ADDITION TO NORTH PLEASANTVIEW SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 N., RANGE 5 W., B.M., KOOTENAI COUNTY, IDAHO

BOOK 1 PAGE 161  
 INSTRUMENT # 216011601000



UNPLATTED



**LINE TABLE**

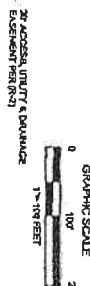
| LINE | BEARING         | HOIST DIST | DATE |
|------|-----------------|------------|------|
| 1    | S 89° 55' 33" E | 20.17      | 2017 |
| 2    | N 89° 55' 33" E | 20.17      | 2017 |

## **REFERENCES**

- R-1 PLAT OF PANHANDLE 2ND ADDITION TO NORTH PLEASANTVIEW, KOOTENAI COUNTY, IDAHO, RECORDED IN BOOK 167, PAGE 17, 191, 193.
- R-2 PLAT OF PANHANDLE 1ST ADDITION TO NORTH PLEASANTVIEW, KOOTENAI COUNTY, IDAHO, RECORDED IN BOOK 167, PAGE 17, 191, 193.
- R-3 PLAT OF PANHANDLE 3RD ADDITION TO NORTH PLEASANTVIEW, KOOTENAI COUNTY, IDAHO, RECORDED IN BOOK 167, PAGE 17, 191, 193.
- R-4 RECORD OF SURVEY BY A.S. MOORE RECORDED AT BOOK 24 OF KOOTENAI COUNTY RECORDS, 1903.
- R-5 PLAT OF PANHANDLE 4TH ADDITION TO NORTH PLEASANTVIEW, KOOTENAI COUNTY, IDAHO, RECORDED IN BOOK 167, PAGE 17, 191, 193.

## **BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS PLAT IS THE EAST-WEST SECTION CORNER BETWEEN THE EAST QUARTER CORNER AND THE CENTER MARK TO THE NORTH OF THE PLAT, 1912, 1941.



**LEGEND**

|   |         |
|---|---------|
| • | 5/8\"/> |
|---|---------|

## **NOTES**

ALL RECORDS, KOOTENAI COUNTY, IDAHO, UNLESS OTHERWISE NOTED.  
 NO ATTEMPT WAS MADE TO SHOW THE PROPERTY OF THE SURVEYOR'S ESTATE.  
 THE PROPERTY OF THE SURVEYOR'S ESTATE IS NOTED.  
 THE PROPERTY OF THE SURVEYOR'S ESTATE IS NOTED.



**NORTH ENGINEERING & SURVEYING P.L.L.C.**  
 P.O. BOX 1000  
 KOOTENAI COUNTY, IDAHO 83402  
 (208) 755-0000



File No. 90066

## WARRANTY DEED

For Value Received

Pleasantview Property, LLC, an Idaho limited liability company

The Grantor, does hereby grant, bargain, sell and convey unto

Read & Approved by:

LNR Properties, LLC, an Idaho Limited Liability Company

Address: 3999 St. Joe Ave., Post Falls, ID 83854

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

**Lot 1, Block 1, PANHANDLE 3RD ADDITION TO NORTH PLEASANTVIEW, according to the plat recorded in the office of the County Recorder in Book L of Plats at Page 161, records of Kootenai County, Idaho.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 11, 2017

Pleasantview Property, LLC

BY: \_\_\_\_\_  
Michael Kenneth Moen, Member

STATE OF Idaho

COUNTY OF Kootenai

On this \_\_\_\_ day of July, 2017, before me, Keri Mitchell, a Notary Public in and for said State, personally appeared Michael Kenneth Moen, known or identified to me to be the member of the limited liability company that executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public for State of Idaho  
Residing at: Coeur d Alene  
My Commission Expires: 08/25/17

(SEAL)