



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 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

October 20, 2021

THE ROBIN D CAYTON REVOCABLE TRUST
1111 ELM ST
SANDPOINT ID 83864-1135

RE: Water Right Change in Ownership No(s): 97-2042 & 97-4205

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on April 5, 2021 for the above referenced water rights. The Notice could not be processed because it was not accompanied by a legal conveyance document.

On September 23, 2021 & October 5, 2021 the Department contacted you via phone and requested a copy of the notarized warranty deeds from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$50 has been requested and will be mailed to you under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

RECEIVED

APR 05 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

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. 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?
97-4205	Yes ☐	Yes ☐		Yes ☐	Yes ☐
97-2042	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: (ESTATE OF) RICHARD CARL AND LOIS HAMACHER
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): THE ROBIN D. CAYTON, REVOCABLE TRUST
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address 1111 ELM STREET City SANDPOINT State ID ZIP 83864
(208) 610-7595 Email RdCayton@AOL.COM
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: 4/02/2021
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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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 Robin D. Cayton Title, if applicable Trustee, Revocable Trust Date 4/05/2021
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

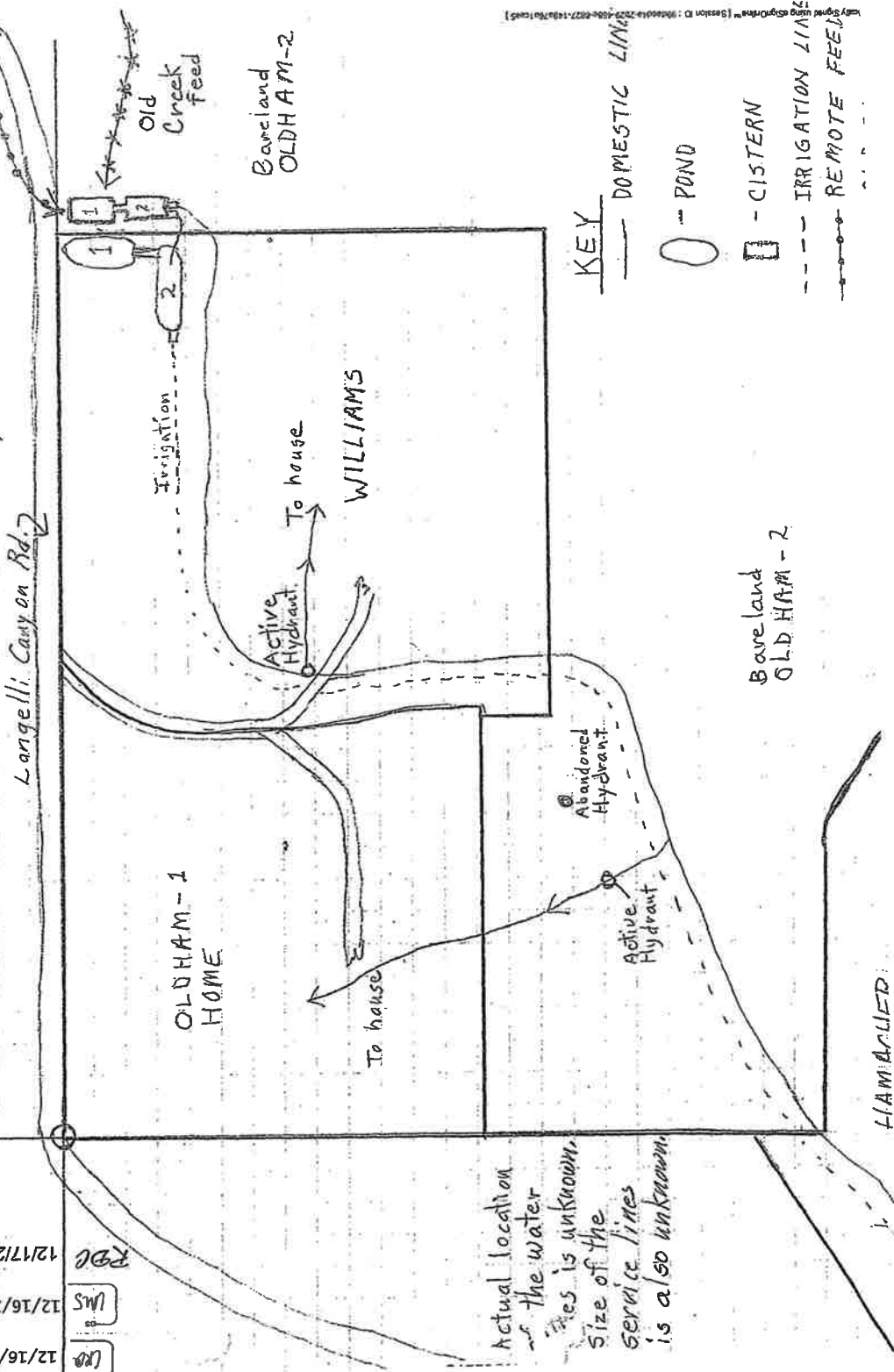
Received by JA Date 4-5-21 Receipt No. N036860 Receipt Amt. 5000
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

Requested
by
NS

Exhibit C

12/16/2020 (RS)
 12/16/2020 (WS)
 12/17/2020 (RSC)

12-7-2020 191 Langille Canyon Rd., Oldtown, ID
 Hamacher Estate - Water System Sketch
 Not to scale - All information is estimated, 2nd hand source.



Actual location of the water lines is unknown. Size of the service lines is also unknown.



Instrument # 979896
Bonner County, Sandpoint, Idaho
04/02/2021 02:48:41 PM No. of Pages: 10
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D' ALENE- RW
Michael W. Rosedale Fee: \$37.00
Ex-Officio Recorder Deputy bbroehl
Index to: EASEMENT

WATER EASEMENT AGREEMENT

THIS WATER EASEMENT AGREEMENT (hereinafter, "Agreement") is made effective this 2nd day of April 2021, by and between Christopher R. Oldham and Diane Oldham, husband and wife, with address of 421 Langille Canyon, Oldtown, Idaho 83822 (hereinafter, "Grantor"), and Robin D. Cayton with address of 1111 Elm Street, Sandpoint, Idaho, 83864 as Trustee of the Robin D. Cayton Revocable Trust dated December 16, 2014, (hereinafter, "Grantee"). The Grantor and Grantee may hereafter be collectively referred to as the parties.

RECITALS:

WHEREAS, Grantor is the owner of that certain property as fully described in **Exhibit A**, which exhibit is attached hereto and incorporated herein by this reference and may be hereinafter referred to as "Grantor's Property" or the "Servient Estate"; and

WHEREAS, Grantee is the owner of that certain property as fully described in **Exhibit B**, which exhibit is attached hereto and incorporated herein by this reference and may be hereinafter referred to as "Grantee's Property" or the "Dominant Estate"; and

WHEREAS, A natural spring feeds water to the properties by gravity flow from the spring into cisterns, then into holding ponds, then through underground waterlines to various locations, the actual location of which is unknown. The water flows through 421 Langille Canyon Road (an irregular "U" shaped parcel) then through 423 Langille Canyon Road, then again through 421 Langille Canyon Road, and finally to 191 Langille Canyon Road. There are two water lines in place on the properties emanating from the holding ponds and cisterns, being a domestic potable shared water system serving 191, 421 and 423 Langille Canyon Road and a separate non-potable irrigation water system serving only 191 Langille Canyon Road. The ponds, cisterns waterlines, and associated equipment shall hereinafter be referred to as the "Water System"; and

WHEREAS, Grantor desires to grant and Grantee desires to receive, under terms and conditions hereafter set forth, an easement for ingress and egress over, under, across and through, Grantor's Property as well as for water and maintenance rights to the entire Water System. The layout of the Water System is as generally depicted on **Exhibit C**, which is provided merely for reference; and

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants

hereinafter set forth, and in recognition of this Agreement being supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. **Grant of Easement.** Grantor hereby grants a perpetual, non-exclusive, and appurtenant easement (hereinafter, (Easement")) which shall run with the land for ingress and egress over, under, across, and through, Grantor's Property as well as for water and maintenance rights to the entire Water System for the benefit of Grantee's Property, which Water System is in the location generally depicted on **Exhibit C**. The easement shall be ten feet in width and shall extend over and across a ten-foot strip of land, the center line of which shall be the current location of each of the two water lines as well ten feet in width around the perimeter of the cisterns and holding ponds for purposes of access and maintenance. The exact location of the two water lines is unknown, but if ever the location of either line becomes known, the Grantor may survey the line and amend this Agreement to reflect the location.
2. **Purpose of Easement.** The Easement shall be used to supply Grantee and Grantee's heirs, successors, and assigns water from the cisterns and holding ponds for the benefit of Grantee's Property to the full extent and priority as allowed by the Idaho Department of Water Resources Water Right No. 97-4205, as it currently exists or as it may hereafter be modified or amended. The Easement shall also be for ingress and egress for maintenance, such as cutting and removing natural debris, vegetation, trees, or shrubbery that may encroach on the Water System area, digging, removing, and replacing soil, removing and replacing waterline and pipe, removing and replacing broken or outdated equipment, and collecting water samples. This use may also require the use of power equipment and hired workers or contractors to effect the maintenance and repairs.
3. **Maintenance and Limitations.** It is expressly understood and agreed that the easement, rights, and privileges conveyed to Grantee are limited to ingress, egress, maintenance, and repair to the Water System to conduct routine maintenance and repairs to any/all equipment, pipe, holding ponds, cisterns, and the like to ensure the unimpeded continuity of water delivery to the Dominant Estate. Grantor and Grantee may not build any improvements within the Easement area or install any infrastructure (i.e., septic tanks, etc.) or otherwise use the easement area for any purpose that could impede the rights contained in this Agreement. Grantor may install a fence for the purpose of controlling livestock, provided such fence does not impede Grantee's rights and ability to access and maintain the Water System. In addition, no fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements of the Water System, it being agreed by the parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement by Grantor, and such work shall be diligently prosecuted to completion. If an existing

building or structure is found to be located within the easement area, then Grantor shall have the obligation to relocate the building or structure outside the Easement area, or alternatively, Grantor shall relocate the water line at Grantor's own cost and expense to an alternate location, provided such relocation does not negatively impact Grantee's use and benefit of the Water System in any manner. In the event any water line is relocated, Grantor shall modify this Agreement to reflect the change.

4. **Exclusiveness of Easement.** Grantor covenants not to convey any other easement(s) such as roadway, utility, or access rights within the area covered by this Easement that may conflict with this Easement or the rights granted hereunder. Grantor further agrees that any additional connections to the Water Systems for the benefit of any third parties (beyond those connections currently existing) shall not impede Grantee's rights under Idaho Department of Water Resources Water Right No. 97-4205, as it currently exists or as it may hereafter be modified or amended.
5. **Grantor's Reservation of Rights.** Grantor retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this Easement for any and all purposes that do not interfere, conflict with, or prevent the use by Grantee of the Easement for the intended purpose.
6. **Grantee's Rights and Duties.** Grantee shall inform Grantor of Grantee's intent to perform maintenance or repairs prior to initiating any work in the Easement area. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises. Grantee hereby agrees to indemnify and hold harmless the Grantor from any and all liabilities, claims and demands whatsoever suffered or incurred by the Grantee, as well as by Grantee's employees, contractors, or helpers while accessing the easement area, including but not limited to personal injury, dismemberment, or death, or equipment damage or destruction.
7. **Termination.** This Easement may be terminated by written agreement signed by all owners of record or other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee and/or Grantee's heirs, successors, and assigns may execute and record a release of this Easement at any time. This Easement shall also terminate if the purposes of the Easement cease to exist, are abandoned by Grantee, or become impossible to perform.
8. **Failure to Perform.** Should Grantee fail to perform any covenant, undertaking, or obligation arising under this Easement, all rights and privileges granted may terminate and the provisions of this Agreement creating the Easement may be of no further effect. In the event of any such failure to perform, within thirty days of receipt of a written demand from Grantor. Grantee shall make all reasonable attempts to remedy the failed performance. An extension of time shall be granted if the remedy can't be corrected because of inclement weather (including low temperatures) or if material, equipment or contractors cannot be scheduled for any reason. Should Grantee fail or refuse to correct the failed performance, Grantor may be entitled to bring an action for the purpose of declaring the Easement terminated

9. **Binding on Successors.** This Agreement shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto.
10. **Recordation.** This Easement shall be recorded in the official records of Bonner County, Idaho.
11. **Indemnification.** Each party covenants and agrees to indemnify, defend and hold harmless the other party and its successors, assigns, and agents from and against all claims, costs, expenses and liability (including reasonable attorney's fees and costs of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur on the tract owned by the party upon which the injury occurred, except for claims caused by the negligence or willful act or omission of the other party, its licensees, agents, or employees.
12. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.
13. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement or any rights contained in this Agreement to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed hereunder this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modification of this Agreement must be in writing and must be signed by both parties and notarized, and thereafter recorded in the office of the Bonner County Recorder, Bonner County, Idaho.
15. **Time.** Time is of the essence of this Agreement and of every part hereof.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho and venue shall reside in Bonner County.
17. **Notices.** All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed or if such person is not available the date such notice is left at the address of the person to whom it is directed, (ii) three (3) days after the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a reputable professional courier service (including Federal Express, Express

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



County of Bonner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



EXHIBIT A

(Grantor's Property Legal Description)

A parcel of land located in the East half of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeast corner of Section 13, Township 56 North, Range 6 West, Boise Meridian;

Thence North 1°50'37" East along the East line of said Section 13 a distance of 2542.65 feet;

Thence South 86°44'37" West 1204.27 feet;

Thence South 82°44'18" West 713.45 feet;

Thence North 86°42'27" West 437.32 feet to a point in the centerline of an existing private road, being the REAL POINT OF BEGINNING;

Thence North 89°12'53" West 280.16 feet to a point in the North-South centerline of said Section 13;

Thence North 1°21'37" East along the said North-South centerline 392.42 feet to a point in the centerline of existing Langille Canyon County Road;

Thence along the said centerline of Langille Canyon County Road, as follows:

North 61°36'23" East 14.04 feet, Northeasterly along a 269.74 foot radius curve right, 191.83 feet, South 77°38'48" East 157.69 feet to the centerline intersection of an existing private road;

Thence along the said centerline of the private road as follows:

South 12°21'12" West 29.37 feet, South 26°55'02" West 127.81 feet, South 3°56'20" West 253.20 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH:

That portion of the SW 1/4 of the NE 1/4 AND the NW 1/4 of the SE 1/4 of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho described as follows;

Commencing at the Southeast corner of said Section 13, thence N1°50'37"E 2542.65 feet along the East line of said SE 1/4 to a found 1/2 inch iron pipe as shown on Record of Survey filed under Instrument No. 330111; thence S86°44'37"W 1204.27 feet; thence S82°44'18"W 713.45 feet to the southeast corner of Parcel 1A as shown on said Record of Survey and the POINT OF BEGINNING;

Thence along the East line of said Parcel 1A, N12°23'47"W 296.96 feet to the centerline of Langille Canyon Road; thence along said centerline, N61°39'26"W 118.02 feet to north line of said SE 1/4; thence along said north line, S87°35'13"E 443.81 feet to a second intersection with said centerline;

Thence along said centerline the following five (5) courses: 1) N62°23'12"E 32.51 feet to a 554.73 foot radius curve to the right 2) 115.12 feet along said arc through a central angle of 11°53'25" 3) N74°16'39"E 28.83 feet to a 474.26 foot radius curve to the left 4) 183.35 feet along said arc through a central angle of 22°09'02" 5) N52°07'39"E 6.84 feet to the East line of said SW 1/4 of the NE 1/4;

Thence S1°41'43"W 165.49 feet to the northeast corner of said NW 1/4 of the SE 1/4; thence S1°40'44"W 870.77 feet along the East of said NW 1/4 of the SE 1/4 to an existing access road;

Thence along said access road the following seven (7) courses: 1) S41°25'27"W 124.88 feet 2) S67°52'56"W 119.95 feet 3) N65°01'40"W 181.09 feet 4) N70°48'20"W 139.24 feet 5) N79°02'24"W 110.18 feet 6) N59°42'52"W 216.06 feet 7) N79°29'53"W 317.52 feet;

Thence N25°33'46"W 227.11 feet; thence N89°12'20"W 105.14 feet to the West line of said SE

1/4; thence N1 °30'27"E 207.59 feet along said West line to the southwest corner of Parcel No. 2 as shown on said Record of Survey;

Thence along the southerly lines of said Parcels No. 2 and 1A the following three (3) courses: 1) S89°12'53"E 281.00 feet 2) S12°00'40"E 49.90 feet 3) N86°48'45"E 426.87 feet to the Point of Beginning;

TOGETHER WITH that parcel described in Instrument No. 542304, records of Bonner County, Idaho.

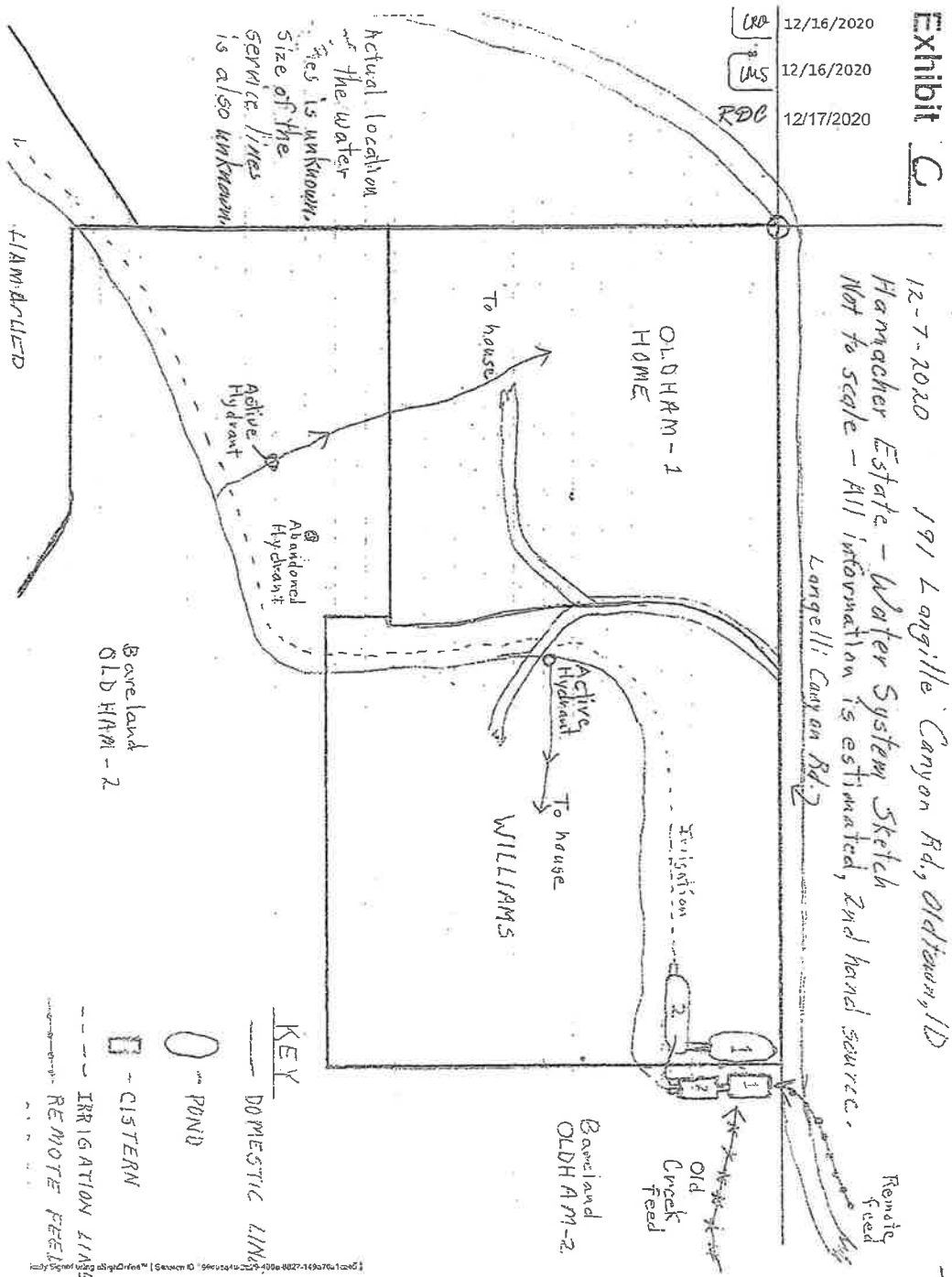
EXCEPT Langille Canyon Road.

EXHIBIT B

(Grantee's Property)

That portion of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the East quarter corner of Section 13 (2-1/2 inch zinc cap PLS number 772); thence S1°50'20"W, along the Easterly boundary line of the Southeast quarter of said Section 13, 2642.28 feet to the Southeast corner of said Section 13; thence N87°41'42"W, along the South line of said Section 13, 1304.56 feet to the East 1/16 of said Section 13; thence N1°41'19"E, 1322.41 feet to the Southeast 1/16 of said Section 13; thence N87°37'58"W, 1308.40 feet to the center South 1/16 of said Section 13; thence S1°31'20"W, along the center of Section line, 506.88 feet; thence N88°27'49"W, 935.16 feet to its intersection with the ordinary high water line of the Pend Oreille River; thence N22°22'10"W, along said high water line, 270.40 feet; thence N27°37'41"W, along said high water line, 283.51 feet to its intersection with the Southerly boundary line of Tax 22 and 23; thence N61°52'19"E, along said Southerly boundary line, 35.06 feet to the Southeast corner of said Tax 22 and 23; thence N28°32'23"W, 50.01 feet to the Northeast corner of said Tax 22 and 23; thence S61°52'19"W, along the Northerly boundary line of said Tax 22 and 23, 38.37 feet to its intersection with the ordinary high water line of the Pend Oreille River; thence N33°10'19"W, along said ordinary high water line, 36.65 feet; thence N61°20'54"E, 1422.76 feet to its intersection with said center of Section line; thence S89°20'43"E, 105.08 feet; thence S25°31'09"E, 227.15 feet; thence S79°27'42"E, 317.68 feet; thence S59°40'41"E, 216.17 feet; thence S79°00'13"E, 110.24 feet; thence S70°46'09"E, 139.31 feet; thence S64°59'29"E, 181.18 feet; thence N67°55'07"E, 120.01 feet; thence N41°27'38"E, 124.94 feet to its intersection with the Westerly line of the East half of the Southeast quarter; thence N1°40'42"E, along said Westerly line, 870.60 feet; thence N1°41'19"E, 134.18 feet to its intersection with the Southerly right of way line on Langille Canyon Road; thence along a non-tangent curve to the left, 14.46 feet (radius = 499.26 feet, delta = 1°34'03", chord = N57°12'35"E, 13.68 feet); thence N52°08'27"E, 226.39 feet; thence along a curve to the left, 345.05 feet (radius = 1225.04 feet, delta = 16°08'18", chord = N44°04'18"E, 343.91 feet); thence N36°00'09"E, 260.07 feet; thence N38°40'06"E, 181.29 feet; thence along a curve to the left, 259.92 feet (radius = 687.84 feet, delta = 21°38'32", chord = 27°50'50"E, 258.27 feet); thence N17°01'34"E, 105.44 feet; thence along a curve to the right, 128.40 feet (radius = 195.37 feet, delta = 37°39'18", chord = N35°51'13"E, 126.10 feet); thence N54°40'52"E, 89.22 feet; thence along a curve to the left, 161.95 feet (radius = 345.84 feet, delta = 26°49'50", chord = N41°15'57"E, 160.47 feet); thence N27°51'02"E, 167.91 feet; thence along a curve to the right, 62.54 feet (radius = 71.61 feet, delta = 50°02'15", chord = N52°52'09"E, 60.57 feet); thence N77°53'17"E, 71.81 feet to its intersection with the Westerly right-of-way of Freeman Lake Road; thence S19°40'40"E, along said Westerly right-of-way line, 51.03 feet; thence continuing along the said Westerly right-of-way line and following a curve to the right, 114.33 feet (radius = 275.00 feet, delta = 23°49'10", chord = S7°45'29"E, 113.50 feet); thence S4°09'06"W, along said Westerly right-of-way line 208.60 feet; thence continuing along the said Westerly right-of-way line and along a curve to the left, 78.08 feet (radius = 69.87 feet, delta = 64°01'38", chord = S27°51'43"E, 74.08 feet) to its intersection with the Easterly line of said Section 13, thence S1°50'31"W, 1305.09 feet to the point of beginning.



Instrument # 979894
Bonner County, Sandpoint, Idaho
04/02/2021 02:48:41 PM No. of Pages: 3
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D' ALENE- RW
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy bbroehl
Index to: DEED

After recording please return to:
Fonda L. Jovick
Lake City Law Group PLLC
50 Main St. Ste. 203
Priest River, ID 83856

DEED OF CO-PERSONAL REPRESENTATIVES

CHRISTOPHER R. OLDHAM and **LINDA M. SPURGEON**, the duly appointed, qualified and acting Co-Personal Representatives of the Estate of **RICHARD CARL HAMACHER** and **LOIS ILINE HAMACHER**, husband and wife, deceased, having been so appointed pursuant to LETTERS TESTAMENTARY issued on July 17, 2020 in Case No. CV09-20-0886 and recorded as Bonner County Instrument No. 970670 on November 23, 2020, in the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner ("herein the GRANTORS") do hereby grant and convey unto **ROBIN D. CAYTON**, Trustee of the **ROBIN D. CAYTON REVOCABLE TRUST** Dated December 16, 2014 (herein the "GRANTEE"), whose address is 1111 Elm St., Sandpoint, ID 83864, the following described real property, situated in the county of Bonner, State of Idaho, described as follows:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A".

TOGETHER WITH any and all right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

IN WITNESS WHEREOF, the Grantors have hereunto caused this instrument to be executed this 2 day of APRIL, 2021.


CHRISTOPHER R. OLDHAM
Co-Personal Representative of the
Estate of Richard Carl Hamacher and Lois
Iline Hamacher, husband and wife, deceased

STATE OF IDAHO)
: ss.
County of Bonner)

On this 2 day of APRIL, 2021, before me, the undersigned Notary Public, personally appeared CHRISTOPHER R. OLDHAM, known to me to be a Co-Personal Representative of the Estate of Richard Carl Hamacher and Lois Iline Hamacher, husband and wife, deceased, the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said Co-Personal Representative of the Estate of Richard Carl Hamacher and Lois Iline Hamacher, husband and wife, deceased.

(SEAL)




Notary Public - State of IDAHO
Residing at: SANDPOINT
Commission Expires: 1-31-2023


LINDA M. SPURGEON
Co-Personal Representative of the
Estate of Richard Carl Hamacher and Lois
Iline Hamacher, husband and wife, deceased

STATE OF IDAHO)
: ss.
County of Bonner)

On this 8 day of MARCH, 2021, before me, the undersigned Notary Public, personally appeared LINDA M. SPURGEON, known to me to be a Co-Personal Representative of the Estate of Richard Carl Hamacher and Lois Iline Hamacher, husband and wife, deceased, the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as said Co-Personal Representative of the Estate of Richard Carl Hamacher and Lois Iline Hamacher, husband and wife, deceased.



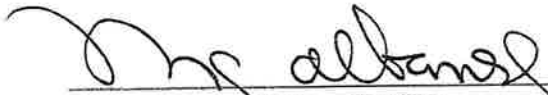

Notary Public - State of IDAHO
Residing at: SANDPOINT
Commission Expires: 1-31-2023

Exhibit "A"

Legal Description

The East half of the Northeast quarter of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho lying south of Langille Canyon Road.

TOGETHER WITH:

That portion of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho described as follows:

The East half of the Southeast quarter;

TOGETHER WITH that portion of the NW 1/4 of the SE 1/4 lying south of the following described line:

Commencing at the northeast corner of said NW 1/4 of the SE 1/4; thence S1°40'44" W 870.77 feet along the East of said NW 1/4 of the SE 1/4 to an existing access road and the POINT OF BEGINNING;

thence along said access road the following seven (7) courses: 1) S41°25'27"W 124.88 feet 2) S67°52'56" W 119.95 feet 3) N65°01'40" W 181.09 feet 4) N70°48'20" W 139.24 feet 5) N79°02'24" W 110.18 feet 6) N59°42'52" W 216.06 feet 7) N79°29'53" W 317.52 feet;

thence N25°33'46" W 227.11 feet; thence N89°12'20" W 105.14 feet to the West line of said SE 1/4 AND THE Point of Terminus;

AND TOGETHER WITH that part of Government Lots 3 and 4 described as follows:

Beginning at a point 1252 feet North of the Southwest corner of the SE 1/4 of Section 13; thence West 1110 feet; thence Northwesterly along the bank of the Pend Oreille river on the meander line 175 feet; thence Northeasterly 1430 feet to the East line of said Lot 3; thence South 848 feet to the Point of Beginning; ALSO that part of said Lot 4 described as follows: Beginning at a point 817 feet North of said Southwest corner of the SE 1/4; thence North 435 feet; thence West 1110 feet to said meander line; thence Southerly along said meander line 458 feet, more or less, to a point due West of the point of beginning; thence East 930 feet to the Point of Beginning;

EXCEPT County Roads and also Less that portion of land described on Instrument #331700 as Parcel #3, records of Bonner County, Idaho.

Instrument # 979895
Bonner County, Sandpoint, Idaho
04/02/2021 02:48:41 PM No. of Pages: 5
Recorded for: NORTH IDAHO TITLE COMPANY-COEUR D' ALENE- RW
Michael W. Rosedale Fee: \$45.00
Ex-Officio Recorder Deputy bbroehl
Index to: DEED OF TRUST

DEED OF TRUST
(With Acceleration Clause)

ORDER NO.: N-54859

RECORDING REQUESTED BY:
North Idaho Title Insurance, Inc.

THIS DEED OF TRUST, Made on March 22, 2021, **Robin D. Cayton, Trustee of the Robin D. Cayton Revocable Trust dated Dec. 16, 2014**, herein called GRANTOR,

whose address is 1111 Elm St, Sandpoint, ID 83864

and **North Idaho Title Insurance, Inc.**, whose address is 418 N. 3rd Avenue, Unit B, Sandpoint, ID 83864, herein called TRUSTEE, and

Genevieve Sturgeon, herein called BENEFICIARY whose address is, 815 Indian Rancheria Rd Auburn, CA 95603.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Bonner, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than eighty acres:

Property Description:

SEE ATTACHED EXHIBIT 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issued and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even dated herewith, executed by Grantor in the sum of Seven Hundred Thousand Dollars and No Cents - \$700,000.00, FINAL PAYMENT DUE March 25, 2036 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

ACCELERATION CLAUSE: If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Robin D. Cayton Revocable Trust


Robin D. Cayton, Trustee

STATE OF IDAHO

COUNTY OF BONNER

On this 24 day of March, 2021 before me, the undersigned, a notary public in and for said state, personally appeared ROBIN D. CAYTON known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of the

Trust for the benefit of the Robin D. Cayton Revocable Trust, and acknowledged to me that he/she/they executed the same as Trustee(s).

Nancy A. Gansse
NOTARY PUBLIC

Residing at:

My Commission Expires:

Sanpoint
1-31-2023



THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND
PROVISIONS 1 TO 9 INCLUSIVE OF PART B

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To Pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreements or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law: all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In the Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

**DEED OF TRUST
WITH POWER OF SALE**

GRANTOR:

TRUSTEE:

BENEFICIARY:

DATED: _____

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OR FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH
THIS REQUEST

_____ Idaho, _____ To NORTH IDAHO TITLE INSURANCE, INC. Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that

the owner(s) and holder(s) of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

Telephone No. _____

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Section 13, Township 56 North, Range 6 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the East quarter corner of Section 13 (2-1/2 inch zinc cap PLS number 772); thence S1°50'20"W, along the Easterly boundary line of the Southeast quarter of said Section 13, 2642.28 feet to the Southeast corner of said Section 13; thence N87°41'42"W, along the South line of said Section 13, 1304.56 feet to the East 1/16 of said Section 13; thence N1°41'19"E, 1322.41 feet to the Southeast 1/16 of said Section 13; thence N87°37'58"W, 1308.40 feet to the center South 1/16 of said Section 13; thence S1°31'20"W, along the center of Section line, 506.88 feet; thence N88°27'49"W, 935.16 feet to its intersection with the ordinary high water line of the Pend Oreille River; thence N22°22'10"W, along said high water line, 270.40 feet; thence N27°37'41"W, along said high water line, 283.51 feet to its intersection with the Southerly boundary line of Tax 22 and 23; thence N61°52'19"E, along said Southerly boundary line, 35.06 feet to the Southeast corner of said Tax 22 and 23; thence N28°32'23"W, 50.01 feet to the Northeast corner of said Tax 22 and 23; thence S61°52'19"W, along the Northerly boundary line of said Tax 22 and 23, 38.37 feet to its intersection with the ordinary high water line of the Pend Oreille River; thence N33°10'19"W, along said ordinary high water line, 36.65 feet; thence N61°20'54"E, 1422.76 feet to its intersection with said center of Section line; thence S89°20'43"E, 105.08 feet; thence S25°31'09"E, 227.15 feet; thence S79°27'42"E, 317.68 feet; thence S59°40'41"E, 216.17 feet; thence S79°00'13"E, 110.24 feet; thence S70°46'09"E, 139.31 feet; thence S64°59'29"E, 181.18 feet; thence N67°55'07"E, 120.01 feet; thence N41°27'38"E, 124.94 feet to its intersection with the Westerly line of the East half of the Southeast quarter; thence N1°40'42"E, along said Westerly line, 870.60 feet; thence N1°41'19"E, 134.18 feet to its intersection with the Southerly right of way line on Langille Canyon Road; thence along a non-tangent curve to the left, 14.46 feet (radius = 499.26 feet, delta = 1°34'03", chord = N57°12'35"E, 13.68 feet); thence N52°08'27"E, 226.39 feet; thence along a curve to the left, 345.05 feet (radius = 1225.04 feet, delta = 16°08'18", chord = N44°04'18"E, 343.91 feet); thence N36°00'09"E, 260.07 feet; thence N38°40'06"E, 181.29 feet; thence along a curve to the left, 259.92 feet (radius = 687.84 feet, delta = 21°38'32", chord = N27°50'50"E, 258.27 feet); thence N17°01'34"E, 105.44 feet; thence along a curve to the right, 128.40 feet (radius = 195.37 feet, delta = 37°39'18", chord = N35°51'13"E, 126.10 feet); thence N54°40'52"E, 89.22 feet; thence along a curve to the left, 161.95 feet (radius = 345.84 feet, delta = 26°49'50", chord = N41°15'57"E, 160.47 feet); thence N27°51'02"E, 167.91 feet; thence along a curve to the right, 62.54 feet (radius = 71.61 feet, delta = 50°02'15", chord = N52°52'09"E, 60.57 feet); thence N77°53'17"E, 71.81 feet to its intersection with the Westerly right-of-way of Freeman Lake Road; thence S19°40'40"E, along said Westerly right-of-way line, 51.03 feet; thence continuing along the said Westerly right-of-way line and following a curve to the right, 114.33 feet (radius = 275.00 feet, delta = 23°49'10", chord = S7°45'29"E, 113.50 feet); thence S4°09'06"W, along said Westerly right-of-way line 208.60 feet; thence continuing along the said Westerly right-of-way line and along a curve to the left, 78.08 feet (radius = 69.87 feet, delta = 64°01'38", chord = S27°51'43"E, 74.08 feet) to its intersection with the Easterly line of said Section 13, thence S1°50'31"W, 1305.09 feet to the point of beginning.