

RECEIVED

AUG 18 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
96-8659	Yes ☐	Yes ☐		Yes ☐	Yes ☐
96-8581	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Glock Family Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Katrah have LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

319 S. 4th Ave. Sandpoint 10 83864
Mailing address City State Zip
(520) 982-1648 james glock @ 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: 7/20/2020

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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.

SUPPORT DATA

IN FILE # 96-8581

8. Signature: [Signature] Manager 8/18/21
Signature of new owner/claimant Title, if applicable Date
James W. Glock
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date
Print name

For IDWR Office Use Only:

Received by NS Date 8-18-21 Receipt No. N037277 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 NS Date 8-20-21

GUARANTEE

Issued by

First American Title Company
414 Church Street, Suite 200, Sandpoint, ID 83864
Title Officer: Cheryl Hovaldt
Phone: (208)263-6833
FAX: (208)263-5890



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-995662-S

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-995662-S

Subdivision or Proposed Subdivision:

Order No.: 995662-S

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Katrah, LLC

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH BONNER COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

TRACT "A"-3:

That portion of Government Lots 6 and 7, Section 4, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho, lying East of the Burlington Northern Railroad right of way and being more particularly described as follows:

Beginning at the South 1/4 corner of said Section 4; thence

North 89° 59' 09" East, 112.60 feet to the Easterly right of way line of said Burlington Northern Railroad; thence along said right of way line the following four (4) courses:

(1) North 35° 20' 00" East, 1924.07 feet;

(2) North 54° 40' 00" West, 50.00 feet;

(3) North 35° 20' 00" East, 310.11 feet;

(4) North 35° 05' 30" East, 143.04 feet to the TRUE POINT OF BEGINNING;

thence continuing along said right of way line, North 35° 05' 30" East, 52.74 feet; thence leaving said right of way line, South 73° 26' 32" East, 735.78 feet to a point on the West bank of the Pend O'Reille River;

thence along said West bank, South 23° 21' 45" West, 50.36 feet;

thence leaving said West bank, North 73° 26' 32" West, 746.58 feet to the True Point of Beginning.

The true Easterly boundary of this tract is the original mean high waterline of the Pend O'Reille River.

TRACT "A"-2:

That portion of Government Lots 6 and 7, Section 4, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho, lying East of the Burlington Northern Railroad right of way and being more particularly described as follows:

Beginning at the South 1/4 corner of said Section 4;

thence North 89° 59' 09" East, 112.60 feet to the Easterly right of way line of said Burlington Northern Railroad; thence along said right of way line the following four (4) courses:

(1) North 35° 20' 00" East, 1924.07 feet;

(2) North 54° 40' 00" West, 50.00 feet;

(3) North 35° 20' 00" East, 310.11 feet;

(4) North 35° 05' 30" East, 35.37 feet to the TRUE POINT OF BEGINNING;

thence continuing along said right of way line, North 35° 05' 30" East, 107.67 feet; thence leaving said right of way line, South 73° 26' 32" East, 746.58 feet to a point on the West bank of the Pend O'Reille River;

thence along said West bank, South 23° 21' 45" West, 102.68 feet;

thence leaving said West bank, North 73° 27' 07" West, 768.64 feet to the True Point of Beginning.

The true Easterly boundary of this tract is the original mean high water line of the Pend O'Reille River.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Bonner County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Katrah, LLC, an Idaho limited liability company

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2021 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2021 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2020	\$4,037.36	\$4,037.36	RP56N03W047550A

Homeowners Exemption is not in effect for 2020.
Circuit breaker is not in effect for 2020.
Agricultural Exemption is not in effect for 2020.

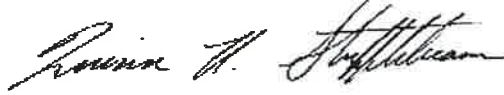
(C) Easements, claims of easements and restriction agreements of record are:

2. Any claim arising from the difference in the mean high water line of the Pend O'Reille River and the meander line as shown by the Original Government Survey.
3. Right, title and interest of the State of Idaho within the natural bed of the Pend O'Reille River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.
4. Any portion of the described land within the natural bed of the Pend O'Reille River below the natural or ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.
5. The title to a portion of this land may have been lost due to changes in the mean high water line of the Pend O'Reille River. This commitment is subject to any claim or loss arising from the mean high water line not being coincidental with the Original Government Survey.
6. Albeni flowage easement per Judgment on Declaration of Taking by United States of America recorded in [Book 14 of Judgments, Page 155](#)
7. Easement for roadway purposes as granted by Sayers J. Boyd and mary H. Boyd to owners et al by document recorded May 3, 1976 as Instrument No. [174959](#)
8. Easement granted to Northern Lights, Inc., recorded December 11, 1981, as Instrument No. [250126](#).
9. Easement Agreement providing for ingress and egress and utilities recorded September 27, 1982 as Instrument No. [260420](#)
10. Easement granted to Northern Lights, Inc., recorded December 5, 1983, as Instrument No. [279292](#).
11. Easement granted to General Telephone Company of the Northwest, recorded October 4, 1984, as Instrument No. [293501](#).
12. Encroachment Permit No. L-96-S-516A recorded July 9, 1992 as Instrument No. [408698](#)
13. Encroachment Permit No. L-96-S-516B recorded July 29, 2004 as Instrument No. [409692](#)

14. Encroachment Permit No. L-96-0516C recorded June 22, 2016 as Instrument No. [890701](#)

Date of Guarantee: July 23, 2021 at 7:30 A.M.

First American Title Company



By:
Authorized Countersignature



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

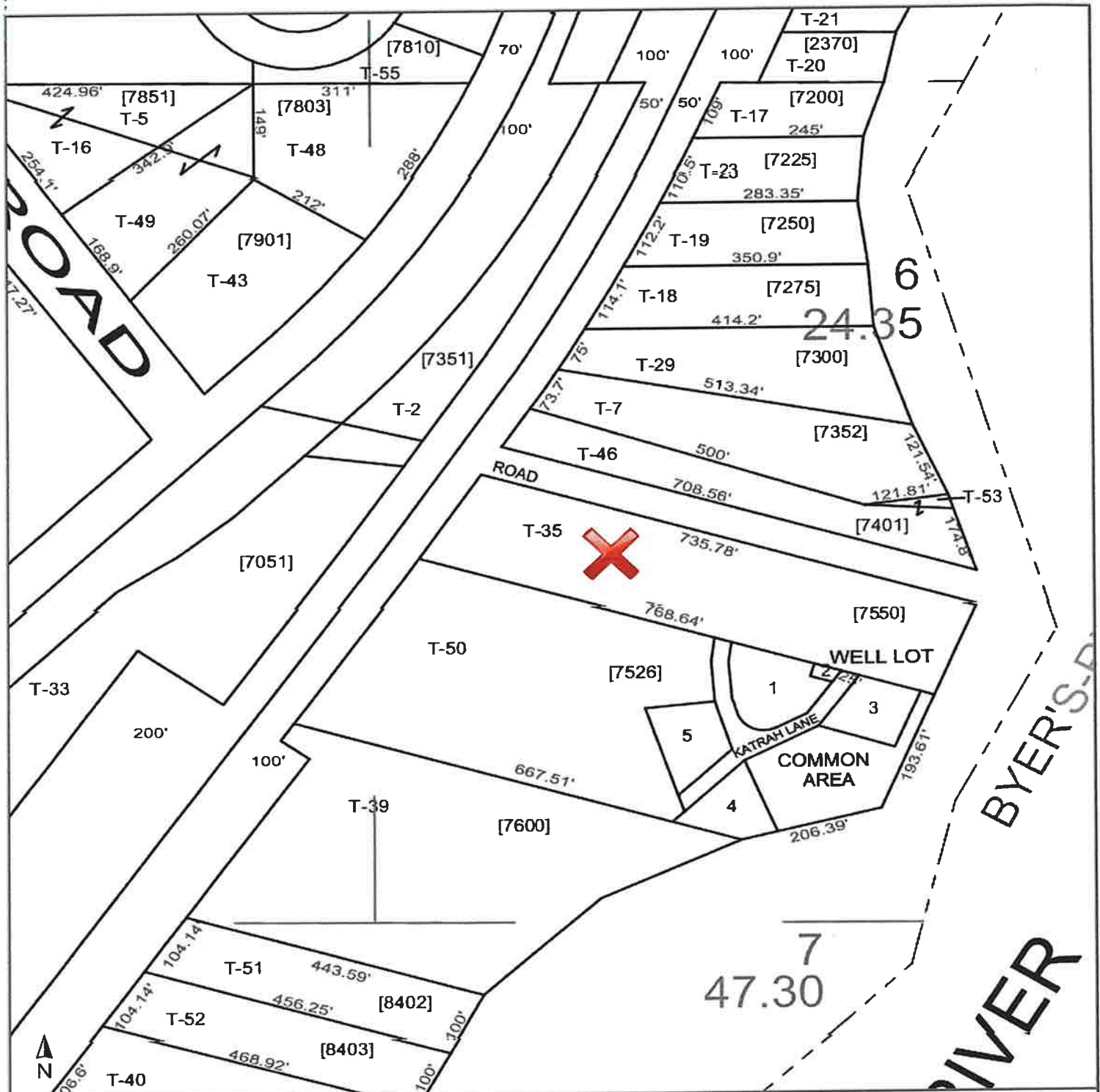
Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy. To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.



First American Title

ParcelID: RP56N03W047550A
11 Katrah Ln, Sandpoint ID 83864

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

8/03/21

PAO410 - PARCEL MASTER INQUIRY

14:22:08

PARCEL: RP 56N03W047550 A

F10=SW
F17=DD F19=SP
*TREND - LEGAL DESCRIPTION
4-56N-3W
TAX 35 LESS TAX 39,40,50,
GLOCK TRUSTEES

GLOCK FAMILY TRUST
% GLOCK, MARGARET F & CHARLES

C/O SUSAN

319 S 4TH AVE

SANDPOINT ID 83864

11 KATRAH LN 83864

ProVal Area Number 1
CODE AREA 22-0000 OWNER CD
PARC TYPE 7N LOC CODE 3206
EFFDATE 2011992 EXPDATE
PREV PARCEL RP56N03W047550A

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
12	2019	1000	AC	283550				
12	2019	1690	AC	85247				
32	2019			59918				
34	2019			154644				
TOTALS		2690		583359				

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=Src h

8/03/21

PA0410 - PARCEL MASTER INQUIRY

14:22:08

PARCEL: RP 56N03W047550 A

F10=SW
F17=DD F19=SP

GLOCK FAMILY TRUST
% GLOCK, MARGARET F & CHARLES

CHANGE DATE: 00 00 0000

C/O SUSAN
319 S 4TH AVE
SANDPOINT ID 83864
11 KATRAH LN

Previous Deed Numbers
868421 DC

R CD
DE 3206
E
7550A

CAT	RY	QUANTITY	UN	VA
12	2019	1000	AC	283
12	2019	1690	AC	85
32	2019			59
34	2019			154
TOTALS		2690		583

F3=Exit F12=Cancel

OTHER

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH

8/03/21

TAX MASTER INQUIRY - BONNER COUNTY COUNTY

PMPKEY: RP 56N03W047550 A YEAR 2020

BILL# 37378

TXPKEY: RP56N03W047550A

BILLED TO: % GLOCK, MARGARET F & CHARLES

NAME GLOCK FAMILY TRUST

CODE AREA 22-0000

ACCT TYP

% GLOCK, MARGARET F & CHARLES

BANK

FLB

OWNER

PUP

ADDRESS C/O SUSAN
319 S 4TH AVE
SANDPOINT

ID 83864

MARKET VALUE

515,144

HARDSHIP

HOMEOWNER

NET MARKET

515,144

TAX AMOUNT

3,794.22

LEGAL 4-56N-3W

TAX 35 LESS TAX 39,40,50,
GLOCK TRUSTEES

LESS: CIRCUIT

PLUS: SPECIALS

243.24

NET TAX BILLED

4,037.46

TAX PAYMENTS

4,037.46

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

11

KATRAH LN

83864

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2020

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
F18=HISTORY NAME/ADDR

8/03/21

TAX MASTER INQUIRY - BONNER COUNTY COUNTY

PMPKEY: RP 56N03W047550 A YEAR 2020

BILL# 37378

Tax Overview

Parcel Number RP 56N03W047550 A

Tax Key	Year	Type	Paid	Status	Bill#	Grss Mrkt	Gross Taxes	
RP 56N03W047550	A 2020		PAID	IN FULL	37378	515144	4037.46	-
RP 56N03W047550	A 2019		PAID	IN FULL	37138	522826	4266.66	
RP 56N03W047550	A 2018		PAID	IN FULL	37005	447237	3573.26	
RP 56N03W047550	A 2017		PAID	IN FULL	36932	371080	3129.28	
RP 56N03W047550	A 2016		PAID	IN FULL	36869	371620	3221.66	-
RP 56N03W047550	A 2015		PAID	IN FULL	36878	349049	3034.42	
RP 56N03W047550	A 2014		PAID	IN FULL	36182	354849	3100.74	
RP 56N03W047550	A 2013		PAID	IN FULL	35446	372831	3179.56	
RP 56N03W047550	A 2012		PAID	IN FULL	35290	373491	2962.34	
RP 56N03W047550	A 2011		PAID	IN FULL	35073	374031	2841.14	
							More...	

F3=Exit Rollup/Rolldown

F18=HISTORY NAME/ADDR

E

Instrument # 980802
Bonner County, Sandpoint, Idaho
04/15/2021 12:35:43 PM No. of Pages: 4 R
Recorded for: SUSAN OLSON
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy
Index to: QUIT CLAIM DEED

QUITCLAIM DEED

GRANTORS, SUSAN Y. OLSON and JAMES W. GLOCK, as Co-Trustees of the GLOCK FAMILY TRUST, U/T/A dated September 18, 1981, as amended, whose current address is 718 N. 7th, Coeur d'Alene, Idaho 83814, do hereby remise, release and forever quitclaim unto KATRAH, L.L.C., an Idaho limited liability company, whose current address is 718 N. 7th, Coeur d'Alene, Idaho 83814, County of Kootenai, State of Idaho, as Grantee, all the following described real estate, situated in the County of Bonner, State of Idaho, together with all after acquired title therein:

TRACT "A"-3:

That portion of Government Lots 6 and 7, Section 4, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho, lying East of the Burlington Northern Railroad right of way and being more particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner of said Section 4; thence North 89° 59' 09" East, 112.60 feet to the Easterly right of way line of said Burlington Northern Railroad; thence along said right of way line the following four (4) courses:

- (1) North 35° 20' 00" East, 1924.07 feet;
- (2) North 54° 40' 00" West, 50.00 feet;
- (3) North 35° 20' 00" East, 310.11 feet;
- (4) North 35° 05' 30" East, 143.04 feet to the TRUE
POINT OF BEGINNING;

1. QUITCLAIM DEED

[11 KATRAH LN., SP, ID]
(VAN00135092.DOC;1/14236.00)

thence continuing along said right of way line, North 35° 05' 30" East, 52.74 feet; thence leaving said right of way line, South 73° 26' 32" East, 735.78 feet to a point on the West bank of the Pend O'Reille River; thence along said West bank, South 23° 21' 45" West, 50.36 feet; thence leaving said West bank, North 73° 26' 32" West, 746.58 feet to the True Point of Beginning.

The true Easterly boundary of this tract is the original mean high water line of the Pend O'Reille River.

TRACT "A"-2:

That portion of Government Lots 6 and 7, Section 4, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho, lying East of the Burlington Northern Railroad right of way and being more particularly described as follows:

Beginning at the South ¼ corner of said Section 4; thence North 89° 59' 09" East, 112.60 feet to the Easterly right of way line of said Burlington Northern Railroad; thence along said right of way line the following four (4) courses:

- (1) North 35° 20' 00" East, 1924.07 feet;
- (2) North 54° 40' 00" West, 50.00 feet;
- (3) North 35° 20' 00" East, 310.11 feet;
- (4) North 35° 05' 30" East, 35.37 feet to the TRUE POINT OF BEGINNING;

thence continuing along said right of way line, North 35° 05' 30" East, 107.67 feet; thence leaving said right of way line, South 73° 26' 32" East, 746.58 feet to a point on the West bank of the Pend O'Reille River; thence along said West bank, South 23° 21' 45" West, 102.68 feet; thence leaving said West bank, North 73° 27' 07" West, 768.64 feet to the True Point of Beginning.

The true Easterly boundary of this tract is the original mean high water line of the Pend O'Reille River.

together with all the appurtenances.

2. QUITCLAIM DEED

[11 KATRAH LN., SP, ID]
{VAN00135092.DOC;1/14236.00}

Susan Y Olson
SUSAN Y. OLSON, Co-Trustee

JAMES W. GLOCK, Co-Trustee

County of Kootenai

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



Heidi St. Kater
NOTARY PUBLIC
Residing at: *Coeur d'Alene*
My Commission Expires: *11/25/2023*

[11 KATRAH LN., SP, ID]
[VAN00135092.DOC; 1/14235.G0]

State of Arizona)
) ss.
County of ~~Pinal~~ Pima)

The foregoing instrument was acknowledged before me this 20 day of april, 2020, by JAMES WILLIAM GLOCK, as a Co-Trustee of the GLOCK FAMILY TRUST, U/T/A dated September 18, 1981, as amended.

Merry Fennesy
NOTARY PUBLIC
Printed Name: Merry Fennesy
My Commission Expires: 3/2/21



4. QUITCLAIM DEED

[11 KATRAH LN., SP. ID]
(VAN00135092.DOC; 1/14236.00)

INDEXED

No. 4 3 3 1 3

155

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

No. 1895

JUDGMENT ON DECLARATION OF TAKING

672.46 ACRES OF LAND, more or less,

situate in Bonner County, Idaho;

LIZZIE ELLERSICK, a widow;

WILLIS ALLANSON, a widower;

BONNER COUNTY, IDAHO, a municipal

corporation;

FRANCES COPE;

CLARENCE D. CRABB and RUTH MAE CRABB,

his wife;

J. CALVIN DOUGHERTY and THELMA

DOUGHERTY, his wife;

GLEN R. JUDGE;

ROBERT JUDGE;

G. J. LeBOEUF and RUTH LeBOEUF,

his wife;

LeBOEUF DOUGHERTY CONTRACTING

COMPANY;

ANNA MEIER, a single woman;

OSCAR OVERLAND and RUBY IRENE

OVERLAND, his wife;

MAGNUS OVERLAND and EMMA A. OVERLAND,

his wife;

JAMES PETERSON and GERALDINE PETERSON,

his wife;

ANY AND ALL UNKNOWN OWNERS;

THIS CAUSE coming on to be heard at this term of court upon the motion of the plaintiff, the United States of America, to enter a judgment on the Declaration of Taking filed in the above entitled cause on August 29th, 1952, and for an order fixing the date when possession of the property herein described is to be surrendered to the United States of America, and upon consideration thereof and of the Complaint filed herein, said Declaration of Taking, the statutes in such cases made and provided, and it appearing to the satisfaction of the court,

First: That the United States of America is entitled to acquire property by eminent domain for the purposes as set out and prayed in said Complaint;

Second: That a Complaint was filed at the request of the Secretary of the Army, the authority empowered by law to acquire the estate or interest in the lands described in the Complaint, and also under authority of the Attorney General of the United States;

Third: That said Complaint and Declaration of Taking state the authority under which, and the public use for which said estate or interest in said lands were taken, that the Secretary of the Army is the person duly authorized and empowered by law to acquire the estate or interest in lands such as are described in the Complaint for the purpose of adequately providing for the construction of a navigation and flood control improvement and other purposes incident thereto in connection with the Albeni Falls Dam Project on the Pend Oreille River in Bonner County, State of Idaho, and for such other uses as may be authorized by Congress or by Executive Order as authorized by law, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

Fourth: That a proper description of the land on which the estate or interest is sought to be taken, sufficient for identification thereof, is set out in said Declaration of Taking and Exhibit "A" hereto;

Fifth: That said Declaration of Taking contains a statement of the estate or interest in the said lands taken for said public use;

Sixth: That a plat showing the lands on which the estate or interest is taken is incorporated in said Declaration of Taking;

Seventh: That a statement is contained in said Declaration of Taking of a sum of money, estimated by said acquiring authority to be just compensation for said estate or interest in the said lands, in the amount of \$45,855.00, and that said sum was deposited in the Registry of this court for the use of the persons entitled thereto upon and at the time of the filing of said Declaration of Taking;

Eighth: That a statement is contained in said Declaration of Taking that the amount of the ultimate award of compensation for the taking of said estate or interest in said property, in the opinion of the said Secretary of the Army will be within any limits prescribed by Congress as to the price to be paid therefor; it is, therefore, this 29th August, 1952,

ORDERED, ADJUDGED AND DECREED that the estate or interest in the lands described in Exhibit "A", attached hereto and made a part hereof, vested in the United States of America upon the filing of said Declaration of Taking and the depositing in the Registry of this court of the said sum of \$45,855.00, as hereinabove recited, the estate or interest in the said lands are deemed to have been condemned and taken for the use of the United States of America and the right to just compensation for the estate or interest in the property taken, upon the filing of the Declaration of Taking and making of the deposit,

and the amount of compensation shall be ascer-

law, and

That the United States was entitled to the possession of the premises described in Exhibit "A" at 12 o'clock noon on the 1st day of September, 1952, and within 20 days after the service of a certified copy of this judgment upon the defendants in possession of said premises, or if no defendants are in actual possession thereof, then within 20 days after the posting of such certified copy at a conspicuous place upon the premises, the United States and its agents are hereby authorized to enter upon said premises and take full and complete possession of the estate or interest thereof, and this cause is held open for such other and further orders, judgments and decrees as may be necessary in the premises; and

It is further order__ that the United States Marshal be and he is hereby directed and instructed forthwith to serve a certified copy of this judgment upon any of the defendants now in possession of the above described premises, or if no such defendants are found in actual possession of said premises, then he is ordered to post such certified copy at a conspicuous place upon said premises and forthwith make due return of said service to this court.

Dated this 29th day of August, 1952.

Chase A. Clark
DISTRICT JUDGE

EXHIBIT "A"

The land which is the subject matter of the Declaration of Taking filed herein is situate in the county of Bonner, State of Idaho and is more particularly described as follows:

TRACT NO. F-601E

A parcel in Lots 1 and 2 and the northwest quarter of the northwest quarter of Section 29, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning in the west line of said Section 29 at the Bend Oreille River; thence north along the section line to a point that is 2267.35 feet south of the northwest corner of said Section 29; thence north 56° 26' east 883 feet; thence north 48° 11' east 618 feet; thence north 53° 01' east 463 feet; thence north 26° 36' east 264 feet; thence north 41° 51' east 329 feet, more or less, to that certain line referred to in the Decree of Distribution recorded in Book 13 of Miscellaneous at page 657, records of Bonner County, as starting in the south right of way line of the Great Northern Railway at a point 2075 feet northeasterly along said right of way from the west line of said Section 29 and bearing southerly at right angles with the said right of way; thence southerly along said line to the Bend Oreille River; thence southwesterly along said river to the point of beginning.

The land above described contains 11.50 acres, more or less.

TRACT NO. F-605E

That part of the east half of the southwest quarter of the northwest quarter of Section 28, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying northwesterly of the following line, to wit: Commencing in the west line of the north half of the northeast quarter of the southeast quarter of Section 29, Township 56 North, Range 3 West of the Boise Meridian at a point 138.4 feet north of the southwest corner of said north half of the northeast quarter of the southeast quarter; thence north 19° 25' east 678.9 feet; thence north 39° 43' east 1072.5 feet; thence south 81° 03' east 193 feet; thence south 79° 43' east 150 feet; thence south 85° 33' east 131 feet; thence north 83° 07' east 300 feet; north 59° 29' east approximately 350 feet to the west line of said east half of the southwest quarter of the northwest quarter; thence north 59° 29' east 78.2 feet; north 44° 57' east approximately 220 feet to the north line of said east half of the southwest quarter of the northwest quarter.

The land above described contains 0.42 acre, more or less.

TRACT NO. F-606-1E

A parcel of land in Lot 1, and the northeast quarter of the northwest quarter of Section 28, and Lot 3, Section 29, all in Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying between the Bend Oreille River and the following described line: Beginning in the north line of said Section 28 at the Bend Oreille River; thence east to a point which is 4622.8 feet west of the northeast corner of said Section 28; thence south 22° 11' west 234.4 feet; south

30° 46' east 488.6 feet; north 53° 07' east 310 feet; north 62° 17' east 170 feet; north 49° 47' east 310 feet; north 60° 27' east 70 feet to the westerly right of way line of the Spokane International Railway; thence southwesterly along said right of way line 505 feet; south 36° 17' west 800 feet; south 44° 57' west to the south line of said Lot 1, Section 28; west to the west line of said Section 28; thence south along the section line to Cocolalla Creek; thence westerly along Cocolalla Creek to the Pend Oreille River.

The land above described contains 31.80 acres, more or less.

TRACT NO. F-606-2

That part of the northeast quarter of the northwest quarter lying east of the Spokane International Railway right of way and that part of the southeast quarter of the northwest quarter, Section 28, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning in the east line of said southeast quarter of the northwest quarter, 1182.9 feet north of the center of said Section 28; thence south 82° 47' west 410 feet; north 70° 23' west 435 feet; north 4° 23' west 70 feet, more or less, to the north line of said southeast quarter of the northwest quarter; thence east to the northeast corner of said southeast quarter of the northwest quarter; thence south to the point of beginning.

The land above described contains 40.44 acres, more or less.

TRACT NO. F-612-1E

A parcel in the northeast quarter of the southeast quarter and the northwest quarter of the southeast quarter of Section 28, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point in the north line of the southeast quarter of said Section 28, which is 1190 feet west of the east quarter corner of said Section 28; thence south 70° 57' west 380 feet; thence north 31° 43' west 155 feet to the north line of said southeast quarter; thence east approximately 443 feet to the point of beginning.

The land above described contains 0.55 acre, more or less.

TRACT NO. F-612-2E

A parcel in the northeast quarter of the southeast quarter of Section 28, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at the east quarter corner of said Section 28; thence south along the east line of said Section 28, 764.43 feet; thence north 71° 43' west 600 feet; north 46° 23' west 240 feet; north 19° 03' west 382 feet; north 37° 13' west approximately 59 feet to the north line of the northeast quarter of the southeast quarter of said Section 28; thence east approximately 922 feet to the point of beginning.

The land above described contains 11.38 acres, more or less.

TRACT NO. G-705

That portion of Lots 3 and 4 and the northwest quarter of the southeast quarter of Section 21, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying west of the Spokane International Railway right of way.

The land above described contains 58.35 acres, more or less.

TRACT NO. H-801-2E

A parcel in the northeast quarter of the southeast quarter and the east half of the northeast quarter of Section 8, and the southeast quarter of the southeast quarter of Section 5, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning 160 feet west of the east quarter corner of said Section 8; thence south 49° 01' west 150.6 feet; south 5° 14' east 472 feet; south 15° 06' west 130 feet; south 20° 16' west 350 feet; south 4° 16' west 248 feet, more or less, to the south line of said northeast quarter of the southeast quarter of Section 8; west 175 feet in said south line; north 8° 04' west 130 feet; north 5° 01' east 337 feet; north 3° 26' east 251 feet; north 7° 49' west 315 feet; north 78° 34' west 261 feet; north 59° 16' east 188 feet; north 65° 34' east 165 feet; north 46° 56' east 327 feet; north 24° 44' west 195 feet; north 35° 59' west 304 feet; north 45° 39' west 337 feet; north 19° 06' east 581 feet; north 0° 16' east 478 feet; north 9° 44' west 368 feet; north 78° 34' west 210 feet; north 68° 09' east 355 feet; north 44° 16' east 438 feet; north 31° 50' east 155 feet; north 60° 44' west 232 feet; north 51° 59' west 264 feet; north 36° 23' east 151 feet; south 69° 34' east 120 feet; south 35° 14' east 94 feet; south 87° 02' east 215 feet; south 40° 54' east 138 feet to the east line of said Section 5; south 405.5 feet to the southeast corner of said Section 5; south 103.3 feet; south 48° 16' west 419 feet; south 2° 24' east 488 feet; south 16° 51' west 169 feet; south 3° 46' west 202 feet; south 23° 07' west 300.8 feet; south 10° 47' west 84.5 feet; south 34° 54' east 180 feet; south 21° 54' east 450 feet; south 19° 44' east 340 feet; south 23° 46' west 193 feet, more or less, to the south line of the said east half of the northeast quarter of Section 8, the point of beginning.

The land above described contains 31.96 acres, more or less.

TRACT NO. H-801-4E ✓

That portion of the northeast quarter of the southeast quarter, Section 8, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying easterly of the Great Northern Railway right of way.

The land above described contains 1.07 acres, more or less.

TRACTS NOS. H-802-1E and H-802-3E ✓

That portion of Lots 1, 2 and 3, and the northeast quarter of the northwest quarter, Section 9, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying southeasterly of the Great Northern Railway Company right of way.

The land above described contains 58.73 acres, more or less.

TRACT NO. H-802-2E ✓

A parcel in the west half of the southwest quarter of Section 4 and the northwest quarter of the northwest quarter of Section 9, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at the southwest corner of said Section 4; thence north 405.5 feet; north 71° 06' east 103 feet; north 34° 26' east 500 feet; north 30° 14' west 291 feet; north 0° 14' west 198 feet; north 29° 24' west 218 feet; north 36° 16' east 125 feet; south 36° 44' east 257 feet; south 1° 44' east 225 feet; south 49° 59' east 172 feet; south 23° 59' east 158 feet; south 27° 26' west 282 feet; south 27° 16' west 190 feet; south 15° 56' west 156 feet; south 47° 01' west 289 feet; south 19° 26' west 257 feet; north 103.3 feet to the point of beginning.

The land above described contains 6.30 acres, more or less.

TRACT NO. H-804E

A parcel in Lots 6 and 7, and the northwest quarter of the southeast quarter, Section 4, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying between the Pend Oreille River and the following described line: Beginning in the centerline of the county road at the Pend Oreille River; thence northwesterly along said centerline to a point which bears north 47° 36' east 6,545.1 feet from the east quarter corner of Section 8, Township 56 North, Range 3 West of the Boise Meridian; thence south 73° 20' west 404 feet; north 85° 11' west 313.9 feet; south 63° 56' west 310 feet, more or less, to the southeasterly right of way line of the Great Northern Railway; thence southwesterly along said right of way line to the south line of said Lot 7; thence east to the Pend Oreille River.

The land above described contains 43.97 acres, more or less.

TRACT NO. H-813-1

A parcel in Lot 1 and the southeast quarter of the northwest quarter, Section 10, and Lots 3, 5, 6 and 7, Section 3 all in Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying between the Pend Oreille River and the following described line: Beginning at a point in the north line of said Section 3 at the Pend Oreille River; thence east to the north quarter corner of said Section 3; thence south approximately 410 feet to the northwesterly right of way line of the Spokane International Railway; thence southwesterly along said right of way line to the westerly right of way line of the county road in said Lot 1, Section 10; thence southwesterly along the westerly right of way line of said county road to the west line of the southeast quarter of the northwest quarter of said Section 10; thence north to the northwest corner of said Lot 1; thence west to the Pend Oreille River.

The land above described contains 118.00 acres, more or less.

TRACT NO. H-813-2E

That part of Lot 1 and the southeast quarter of the northwest quarter, Section 10, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying west of the westerly right of way line of the Spokane International Railway and south of the northwesterly right of way line of the county road, and north of the following described line: Beginning at a point in the west line of said Section 10 which bears north 73° 53' west 2741.6 feet from the center thereof; thence south 84° 38' east 154 feet; north 75° 58' east 1085 feet; south 8° 33' west 416 feet; south 42° 17' east approximately 280 feet to the westerly right of way line of Spokane International Railway.

The land above described contains 2.81 acres, more or less.

TRACT NO. H-813-3E

A parcel in the northwest quarter of the southeast quarter, northeast quarter of the southwest quarter, southeast quarter of the northwest quarter, Section 10, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, described as follows: Beginning at the center of said Section 10; thence east approximately 890 feet; south 41° 17' east 120 feet, more or less; south 22° 32' east 295 feet; south 7° 13' west 928 feet to a point in the south line of said northwest quarter of the southeast quarter which bears south 37° 14' east 1597.2 feet from the center of said section; thence west

along said south line 1165 feet, more or less; thence north 12° 43' east 410 feet, more or less; north 81° 12' west 454 feet; north 16° 57' west 688 feet; north 32° 57' west 712 feet; west to the east right of way line of the Spokane International Railway; thence northeasterly along said right of way line approximately 740 feet; thence south 77° 43' east 715 feet, more or less; south 23° 18' east 554 feet; south 53° 09' east 256 feet, more or less, to the north-south centerline of said Section 10; thence south along said centerline approximately 360 feet to the point of beginning.

The land above described contains 65.20 acres, more or less.

TRACT NO. H-817E

A parcel in Lot 4, Section 3, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying between the Pend Oreille River and the easterly right of way line of the Great Northern Railway.

The land above described contains 0.10 acre, more or less.

TRACT NO. H-815E

A parcel in the southwest quarter of the northeast quarter of Section 10, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying southwest of the following described line: Beginning at a point which bears south 37° 14' east 1597.2 feet from the center of said Section 10; thence north 7° 13' east 928 feet; thence north 22° 32' west 295 feet; thence north 41° 17' west 535 feet; thence north 86° 07' west 618 feet.

The land above described contains 5.22 acres, more or less.

TRACT NO. H-818E

Those portions of Lots 1 and 5, Section 4, Township 56 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying easterly of the right of way of the Great Northern Railway Company.

The land above described contains 12.60 acres, more or less.

TRACT NO. I-913-1

Lots 2, 5, 6 and 9 and that part of the west half of the southeast quarter lying west of the Spokane International Railway right of way, all in Section 34, Township 57 North, Range 3 West of the Boise Meridian, Bonner County, Idaho.

The land above described contains 160.61 acres, more or less.

TRACT NO. I-913-2

That part of the southwest quarter of the southeast quarter of Section 34, Township 57 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying east of the Spokane International Railway right of way.

The land above described contains 10.30 acres, more or less.

TRACT NO. I-906E

That portion of Lot 1, Section 27, Township 57 North, Range 3 West of the Boise Meridian, Bonner County, Idaho, lying southeasterly of the Great Northern Railway right of way.

The land above described contains 1.15 acres, more or less.

UNITED STATES OF AMERICA)
DISTRICT OF IDAHO) ss:

I, W. D. McREYNOLDS, Clerk of the United States District Court for the District of Idaho, do hereby certify that the foregoing copy of Judgment on declaration of taking has been by me compared with the original, and that it is a correct transcript therefrom and of the whole of such original, as the same appears of record and on file at my office and in my custody.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of said Court in said District this _____ day of AUG 29 1952 193.

Ed M. Bryan, Clerk.

(U. S. DISTRICT COURT SEAL)

By _____ Deputy.

USPA-FLK-5-10-33-5000-569-76

U. S. DISTRICT COURT
DISTRICT OF IDAHO
Filed at 2:45 P.M.
AUG 29 1952
ED M. BRYAN, Clerk

STATE OF IDAHO,)
County of Bonner.) ss.

Filed for record at the request of United States on the 11th day of Sept., 1952,
at 9:15 o'clock A.M., and recorded in Book 14 of Judgments on page 155.

Stanley L. Wolfe County Recorder. By Mary Verdal Deputy. Fee, \$11.50

2557

527

EASEMENT 174959

SAYERS J. BOYD and MARY E. BOYD, husband and wife, do hereby give, grant and convey an easement for roadway purposes for and in consideration of the value of One Dollar (\$1.00) and other valuable consideration to the owners, their heirs and assigns, of all land lying Easterly of the following described easement:

This easement shall be for roadway purposes for ingress and egress 30 feet in width the Northwesterly boundary of which is described as:

Beginning at a point in the Southwesterly right of way line of Urness Road and the Northeastly right of way juncture with the Burlington Northern Railway right of way in Government Lot 6, Section 4, Township 36 North, Range 3 W.B.M. in Blaine County, Idaho; thence Southwesterly South 35°05'30" Westerly 195.78 feet; thence South 35°20'00" West 310.11 feet; thence South 34°40' East 50 feet; thence South 35°20' West 1924.07 feet.

That this easement shall extend Southeastly from the above described boundary.

DATED this 12 day of May, 1976.

Sayers J. Boyd
Sayers J. Boyd

Mary E. Boyd
Mary E. Boyd

STATE OF Idaho
County of Blaine

On this day before me personally appeared SAYERS J. BOYD and MARY E. BOYD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
NOTARY PUBLIC in and for the State
of Idaho
Residing at Booth



*Copy this to
6/17/76
Blaine County*

RIGHT-OF-WAY EASEMENT**NORTHERN LIGHTS, INC.**

P.O. BOX 310 • PHONE (208) 263-5141 • SANDPOINT, IDAHO 83864

KNOW ALL MEN BY THESE PRESENTS, That Welch Bros. Corp.

_____ the grantor for a good and valuable consideration, the receipt whereof is hereby acknowledged, do _____ hereby grant and convey unto the Grantee, Northern Lights, Inc., a corporation, and to its successors and assigns, the right, privilege and authority to enter upon the lands of the grantor, including the right of ingress and egress over the adjacent lands of the grantors for the purpose of exercising the rights hereby granted, situated in the County of Bonner, State of Idaho, and more particularly described as follows:

Tract 3: That portion of Government Lots 6 and 7, Section 4, Township 56 North, Range 3 West, Boise Meridian., Bonner County, Idaho, lying east of the Burlington Railroad right of way and being more particularly described as follows:

Beginning at the South Quarter corner of said Section 4: thence North 89° 09' 09" East 112.60 feet to the Easterly right of way line of said Burlington Northern Railroad thence along said right of way line the following four (4) courses: (1) North 35° 20' 00" East, 1924.07 feet; (2) North 54° 40' 00" West, 50.00 feet; (3) North 35° 20' 00" East 310.11 feet; (4) North 35° 05' 30" East 143.04 feet to the True Point of Beginning: thence continuing along said right of way line, North 35° 05' 30" East 52.74 feet; thence leaving said right of way line, South 73° 26' 32" East 735.78 feet to a point of the West

and to place, construct, operate, repair, maintain, and replace thereon and in or upon all streets, roads, or highways abutting said lands an overhead or underground electric transmission and distribution line or system, including but not limited to poles, cross arms, transformers, anchors and guys and the right to cut and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling, and the right to permit the installation of communication and other circuits on the poles of said electric transmission and distribution system.

The Grantor hereby agrees not to place any structure over or under power line within a lateral distance of 20 feet from center line of overhead line or 10 feet from center line of underground line.

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof

IN WITNESS WHEREOF, The Grantor have set their hands and seals this _____ day of _____, 19____.

Welch Bros. Corp. By _____

L. L. Welch Bros. (Seal)

STATE OF Idaho
COUNTY OF Bonner

ss

I, _____ Notary Public in and for the State of Idaho
residing at _____ do hereby certify that on this _____ day of _____, 19____, personally appeared before me

_____ known to me to be the individual described in and who executed the within instrument as _____ free act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 19____.

Notary Public in and for the State of _____

Residing at _____

My commission expires _____

Notary Public
Idaho
3. 11. 52

Notary Public
Idaho
3. 11. 52

This Easement Agreement is entered into on this 2nd day of August, 1982, between WELCH BROTHERS CORPORATION, a Washington corporation, as Grantor, and WALDON B. BYERS and EVALYN L. BYERS, husband and wife, and JOHN R. RYAN and ALYCE L. RYAN, husband and wife, Grantees.

Grantor is the holder of record title and the owner of the property designated as Parcel "A" on the attached Exhibit. Grantor is the record holder of title of the real property designated as Parcel "B" on the attached Exhibit, which Parcel "B" is the subject of a Sale Agreement between Grantor, as Vendor, and Grantee, as Purchaser, (by virtue of a Deed and Purchaser's Assignment of Real Estate Contract, dated December 1, 1981, between Grantees and MERLE E. SWITZER and CAROL S. SWITZER, husband and wife).

The purpose of this Easement Agreement is to provide access for ingress and egress and for utilities over Parcel "A" to and for the benefit of Parcel "B".

Grantor, as the owner of Parcel "A", hereby grants to Grantee as Contract Vendee, and to Grantor as Contract Vendor, of Parcel "B", an easement over Parcel "A" to Parcel "B" for purposes of bringing utilities to and ingress and egress to and from Parcel "B". The easement is described as follows:

Beginning at the South Quarter Corner of Section 4, Township 56 North, Range 3 W.B.M., Bonner County, Idaho, thence North 89°59'09" East, 112.60 feet to the Easterly right of way line of the Burlington Northern Railroad; thence along said right of way line the following four (4) courses: (1) North 35°20'00" East, 1924.07 feet; (2) North 54°40'00" West, 50.00 feet; (3) North 35°20'00" East, 310.11 feet; (4) North 35°05'30" East, 143.04 feet; thence continuing along said right of way line, North 35°05'30" East, 52.74 feet; thence leaving said right of way line, South 73°26'32" East, 435.78 feet to the true point of beginning; said easement to run from said point of beginning South 23°21'45" West, to the Southerly boundary of Parcel A; thence along said Southerly boundary of Parcel A, North 73°27'07" West, 30 feet; thence North 23°21'45" East to the Northerly boundary of Parcel A; thence South 73°26'32" East to the point of beginning.

As consideration for the granting of this easement by Grantor to Grantee, Grantee agrees that it shall construct, within two years of the execution of this Easement, a gravel road running along said right of way from the Northerly boundary of Parcel A to the Southerly boundary of Parcel A, being 16 feet in width and with a four inch (4") drain pipe running under and across the width of said road at a point designated by Grantor, which drain pipe is for the purpose of allowing Grantor to run sewage disposal through said line under such road.

FILED FOR RECORD Sept 27, 1982 M. L. SCH...
 CLERK OF DISTRICT COURT, BONNER COUNTY, STATE OF IDAHO
 By M. L. Sch... Deputy Sec 66
 WALDON B. BYERS & EVALYN L. BYERS
 JOHN R. RYAN & ALYCE L. RYAN

bank of the Pend O'Reille River; thence along said west bank, South 23° 21' 45" west 50.36 feet; thence leaving said west bank, North 73° 26' 32" west, 746.58 feet to the true point of beginning. The true easterly boundary of this tract is the original mean high water line of the Pend O'Reille River.

250126

ms

The easement granted herein is made for the benefit of the owners of Tract B, their heirs and assigns, and such easement shall run with the land described in said Parcel "B".

EXECUTED on this 2 day of August, 1982.

WELCH BROTHERS CORPORATION

By [Signature]

By [Signature]

[Signature]
WALDON B. BYERS

[Signature]
EVALYN L. BYERS

[Signature]
JOHN R. RYAN

[Signature]
ALYCE L. RYAN

STATE OF IDAHO Wash)
County of Franklin) ss.

On this 27 day of August, 1982, before me, a Notary Public in and for said State, personally appeared Larry Welch and Pamela Welch, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public
Residing at Conna H. West
My Comm. Expires: 6-1-84

STATE OF WASH)
County of Spokane) ss.

On this 4th day of August, 1982, before me, a Notary Public in and for said State, personally appeared WALDON B. BYERS and EVALYN L. BYERS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public
Residing at Spokane
My Comm. Expires: 4/10/84

STATE OF WASH)
County of Spokane) ss.

On this 4th day of August, 1982, before me, a Notary Public in and for said State, personally appeared JOHN R. RYAN and ALYCE L. RYAN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public
Residing at Spokane
My Comm. Expires: 4/10/84

83-1770

279292

RIGHT-OF-WAY EASEMENT**NORTHERN LIGHTS, INC.**P.O. BOX 310 • PHONE (208) 283-5141 • SANDPOINT, IDAHO 83864 **474**KNOW ALL MEN BY THESE PRESENTS, That WALDON B. BYERS AND EVALYN L. BYERS, husband & wife

JOHN R. RYAN AND ALYCE L. RYAN, husband & wife the grantor for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, Northern Lights, Inc., a corporation, and to its successors and assigns, the right, privilege and authority to enter upon the lands of the grantor, including the right of ingress and egress over the adjacent lands of the grantors for the purpose of exercising the rights hereby granted, situated in the County of Bonner State of Idaho, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

and to place, construct, operate, repair, maintain, and replace thereon and in or upon all streets, roads, or highways abutting said lands, an overhead or underground electric transmission and distribution line or system, including but not limited to poles, cross arms, transformers, anchors and guys and the right to cut and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling, and the right to permit the installation of communication and other circuits on the poles of said electric transmission and distribution system.

The Grantor hereby agrees not to place any structure over or under power line within a lateral distance of 20 feet from center line of overhead line or 10 feet from center line of underground line.

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof.

IN WITNESS WHEREOF, The Grantor have set their hands and seals this 8th day of November, 19 83 X Walden B. Byers

(Seal)

(Seal)

STATE OF
COUNTY OFss X Evalyn L. Byers

I, Marilyn Stephenson Notary Public in and for the State of WASH
residing at Spokane do hereby certify that on this 8th day of
November, 19 83, personally appeared before me

known to me to be the individual described in and who executed the within instrument as
purpose herein mentioned.

free act and deed for the uses and

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8th day of Nov, 19 83

Marilyn Stephenson
Notary Public in and for the State of W.A.
Residing at Spokane
My commission expires 3-10-84

FILED FOR RECORD: 12-5-83 9:22 PM Walden B. Byers
CLIFFORD D. COWEN, JR. COUNTY RECORDER, SANDPOINT, IDAHO 108 mbs
By S. Roberts, dep. fee \$6.00 pg 1174

260420

EASEMENT AGREEMENT

473

This Easement Agreement is entered into on this 2nd day of August, 1982, between WELCH BROTHERS CORPORATION, a Washington corporation, as Grantor, and WALDON B. BYERS and EVALYN L. BYERS, husband and wife, and JOHN R. RYAN and ALYCE L. RYAN, husband and wife, Grantees.

Grantor is the holder of record title and the owner of the property designated as Parcel "A" on the attached Exhibit. Grantor is the record holder of title of the real property designated as Parcel "B" on the attached Exhibit, which Parcel "B" is the subject of a Sale Agreement between Grantor, as Vendor, and Grantee, as Purchaser, (by virtue of a Deed and Purchaser's Assignment of Real Estate Contract, dated December 1, 1981, between Grantees and MERLE E. SWITZER and CAROL S. SWITZER, husband and wife).

The purpose of this Easement Agreement is to provide access for ingress and egress and for utilities over Parcel "A" to and for the benefit of Parcel "B".

Grantor, as the owner of Parcel "A", hereby grants to Grantee as Contract Vendee, and to Grantor as Contract Vendor, of Parcel "B", an easement over Parcel "A" to Parcel "B" for purposes of bringing utilities to and ingress and egress to and from Parcel "B". The easement is described as follows:

Beginning at the South Quarter Corner of Section 4, Township 56 North, Range 3 W.B.M., Bonner County, Idaho, thence North 89°59'09" East, 112.60 feet to the Easterly right of way line of the Burlington Northern Railroad; thence along said right of way line the following four (4) courses: (1) North 35°20'00" East, 1924.07 feet; (2) North 54°40'00" West, 50.00 feet; (3) North 35°20'00" East, 310.11 feet; (4) North 35°05'30" East, 143.04 feet; thence continuing along said right of way line, North 35°05'30" East, 52.74 feet; thence leaving said right of way line, South 73°26'32" East, 435.78 feet to the true point of beginning; said easement to run from said point of beginning South 23°21'45" West, to the Southerly boundary of Parcel A; thence along said Southerly border of Parcel A, North 73°27'07" West, 30 feet; thence North 23°21'45" East to the Northerly boundary of Parcel A; thence South 73°26'32" East to the point of beginning.

As consideration for the granting of this easement by Grantor to Grantee, Grantee agrees that it shall construct, within two years of the execution of this Easement, a gravel road running along said right of way from the Northerly boundary of Parcel A to the Southerly boundary of Parcel A, being 16 feet in width and with a four inch (4") drain pipe running under and across the width of said road at a point designated by Grantor, which drain pipe is for the purpose of allowing Grantor to run sewage disposal through said line under such road.

FILED FOR RECORD Sept 27, 1982 in Sec 14, Twp 56 N, Rng 3 W, B.M., Bonner County, Idaho
 CLERK OF DISTRICT COURT, BONNER COUNTY, IDAHO
 By *Mschaenouls* Deputy Sec 16
Paul & Paasik
44 of This
87

The easement granted herein is made for the benefit of the owners of Tract B, their heirs and assigns, and such easement shall run with the land described in said Parcel "B".

EXECUTED on this 2 day of August, 1982.

WELCH BROTHERS CORPORATION

By [Signature]
By Marcelle L. Welch, Sec.

[Signature]
WALDON B. BYERS

[Signature]
EVALYN L. BYERS

[Signature]
JOHN R. RYAN

[Signature]
ALYCE L. RYAN

STATE OF IDAHO)
County of Franklin) ss.

On this 27 day of August, 1982, before me, a Notary Public in and for said State, personally appeared Larry Welch and Marcelle L. Welch, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public

Residing at Conna 11

My Comm. Expires: 6-1-84

STATE OF WASH)
County of Spokane) ss.

On this 4th day of August, 1982, before me, a Notary Public in and for said State, personally appeared WALDON B. BYERS and EVALYN L. BYERS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public

Residing at Spokane

My Comm. Expires: 4/10/84

STATE OF WASH)
County of Spokane) ss.

On this 4th day of August, 1982, before me, a Notary Public in and for said State, personally appeared JOHN R. RYAN and ALYCE L. RYAN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public

Residing at Spokane

My Comm. Expires: 4/10/84

FILE

RIGHT OF WAY EASEMENT

1350-286284
SEP 1 1984

THE GRANTOR,

Larry Welch

Welch Bros. Corporation

313

For a valuable consideration convey s and warrant s to General Telephone Company of the Northwest, Inc., a corporation, and to _____ a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property;

TO WIT: To place and maintain a telephone cable and associated terminals within the 30 Ft. access road on a portion of Government Lots 6 & 7 known as Tax 35 located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4 Township 56 N Range 3W.

County of: Bonner State of: Idaho

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of said services.

DATED THIS day of , 19 84

Mortgages

Grantor Welch Bros. Corporation

By It's

President

Grantor

[Signature]

(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho

County of Franklin

FILED FOR RECORD 10-4-84 9:14 AM, REQUEST OF J.T.C.
CLERK OF DISTRICT COURT, BONNER COUNTY, REC'D STATE OF IDAHO
By: Robert B. [Signature] Jan 20 1984

ON this 12 day of August, 19 84, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn personally appeared Larry Welch known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in/for the State of Idaho
Residing at

408698

STANLEY F. HAMILTON
DIRECTOR

ENCROACHMENT PERMIT NO. L-96-S-516A

Permission is hereby granted to CHARLES AND MARGARET GLOCK
of 319 E 4th Ave., Sandpoint, ID 83864 to install and maintain 3' x 12'
approach, 6' x 25' floating dock; existing 8' x 30' pier, 10' x 20' boat lift;
existing riprap along 150' of shoreline for bank stabilization located:
Pend Oreille River, Section 4, Township 56 North, Range 3 West,
Boise Meridian, Bonner County.

1. All applicable provisions of the Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho are incorporated herein by reference and made a part hereof.
2. Construction will follow details and specifications shown on the approved drawings and data provided by the applicant. Should such information and data prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code title 67, chapter 52.
3. This permit does not convey the State's title to or jurisdiction or management of lands lying below the natural or ordinary high water mark.
4. Acceptance of this permit constitutes permission by the Permittee for representatives of the Department of Lands to come upon Permittee's lands at all reasonable times to inspect the encroachment authorized by this permit.
5. The Permittee assumes all liability for damages which may result from the exercise of this permit.
6. This permit does not relieve the Permittee from obtaining additional local or federal permits as required.
7. This permit is not valid until the ~~enclosed~~ permit tag is displayed on the outermost area of the encroachment.
8. If the activity authorized herein is not completed on or before the 4th day of June, 1996 (three years from the date of issuance), this permit shall automatically expire unless it was previously revoked or otherwise extended.

BOARD OF LAND COMMISSIONERS
CECIL D. ANDERSON
Governor
PETE T. CERNANUS
Secretary of State
LARRY SCHOMANN
Attorney General
J.D. WILLIAMS
State Auditor
JERRY L. BEVANS
Supt. of Public Instruction

ENCROACHMENT PERMIT NO. L-96-S-516A
June 4, 1992
Page two

408698

9. White bead foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents.
10. Creosote or pentachlorophenol (Penta) treated piling and lumber shall not be used on, in, or over the water. Piling and lumber that are in continual contact with lakewaters shall not be treated with protection material. Treated materials not in contact with the water shall be completely dry before use in or near navigable water. Contact Idaho Department of Health and Welfare, Division of Environmental Quality, with questions regarding treated materials.
11. All construction material must be stockpiled landward of the ordinary high water mark.
12. The permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the plans and drawings attached hereto.
13. All construction shall be completed in accordance with descriptions and methods provided unless otherwise specified. Any changes shall be approved in writing by the department prior to construction.

FOR THE DIRECTOR

By:

Carl Washburn
CARL WASHBURN
Navigable Waters Specialist

STATE OF IDAHO)

COUNTY OF KOOTENAI) ss

Subscribed and sworn to before me this 4th day of

June, 1992.

FILED BY Black
'92 JUL 9 PM 3 22
RECORDED BY BONNER
COUNTY BY 50 DER.

Merna Cherry
Notary Public for Idaho
Residing at Post Falls, Idaho
Commission expires: 1/24/98



IDAHO DEPARTMENT OF LANDS

1910 NW 3RD, STE 201, COEUR D'ALENE, ID 83814-2515

4096982 JUL 23 PM 3 04

STANLEY F. HAMILTON
DIRECTOR

RECORDED BY BONNER
COUNTY BY SL DEP.

ENCROACHMENT PERMIT NO. L-96-S-516B

Permission is hereby granted to CHARLES AND MARGARET GLOCK
of 319 S 4th Ave., Sandpoint, ID 83864 to install and maintain 1/2 HP
pump, 1 1/4" x 50' pipe water intake screen; 3' x 12' approach, 6' x 25'
floating dock; existing 8' x 30' pier, 10' x 20' boat lift; existing riprap
along 150' of shoreline for bank stabilization located: Pend Oreille River,
Section 4, Township 56 North, Range 3 West, Boise Meridian, Bonner County.

1. All applicable provisions of the Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho are incorporated herein by reference and made a part hereof.
2. Construction will follow details and specifications shown on the approved drawings and data provided by the applicant. Should such information and data prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code title 67, chapter 52.
3. This permit does not convey the State's title to or jurisdiction or management of lands lying below the natural or ordinary high water mark.
4. Acceptance of this permit constitutes permission by the Permittee for representatives of the Department of Lands to come upon Permittee's lands at all reasonable times to inspect the encroachment authorized by this permit.
5. The Permittee assumes all liability for damages which may result from the exercise of this permit.
6. This permit does not relieve the Permittee from obtaining additional local or federal permits as required.
7. This permit is not valid until the enclosed permit tag is displayed on the outermost area of the encroachment.
8. If the activity authorized herein is not completed on or before the 20th day of July, 1995 (three years from the date of issuance), this permit shall automatically expire unless it was previously revoked or otherwise extended.

BOARD OF LAND
COMMISSIONERS
CECIL D. ANDRUS
Governor

PETE T. CFHARRUSA
Secretary of State
LARRY ECHONAWK
Attorney General
J.D. WILLIAMS
State Auditor
JERRY L. EVANS
Supr of Public
Instruction

KEEP IDAHO GREEN
PREVENT WILDFIRE
EQUAL OPPORTUNITY EMPLOYER

409692

ENCROACHMENT PERMIT NO. L-96-S-516B

July 20, 1992

Page two

Dock

9. White bead foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents.
10. Creosote or pentachlorophenol (Penta) treated piling and lumber shall not be used on, in, or over the water. Piling and lumber that are in continual contact with lakewaters shall not be treated with protection material. Treated materials not in contact with the water shall be completely dry before use in or near navigable water. Contact Idaho Department of Health and Welfare, Division of Environmental Quality, with questions regarding treated materials.

Waterline

11. All construction material must be stockpiled landward of the ordinary high water mark.
12. Operation of excavation equipment will be held to a minimum below the ordinary high water mark. Equipment may be operated only on dry land above the present level of the lake. Construction machinery may not be operated in the water.
13. The pipeline intake should be screened in a manner that would create approach velocities of not more than 0.5 feet per second and a maximum screen mesh diameter of one-quarter inch.
14. Excavated material not replaced shall be removed to an area above the ordinary high water mark and in a position such that it will not reenter the lake.
15. Waterline shall be anchored to the bed of the lake with a nontoxic type of weight.

Both Encroachments

16. All construction material must be stockpiled landward of the ordinary high water mark.

ENCROACHMENT PERMIT NO. L-96-S-516B

40969-2

July 20, 1992
Page two

17. The permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the plans and drawings attached hereto.
18. All construction shall be completed in accordance with descriptions and methods provided unless otherwise specified. Any changes shall be approved in writing by the department prior to construction.

FOR THE DIRECTOR

By:

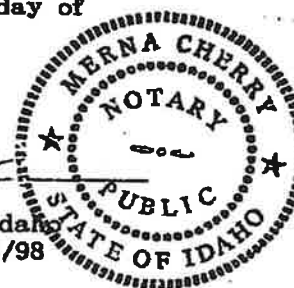
Charlotte Ammon
CHARLOTTE AMMON
Navigable Waters Specialist

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

Subscribed and sworn to before me this 20th day of

July, 1992.

Merna Cherry
Notary Public for Idaho
Residing at Post Falls, Idaho
Commission expires: 1/24/98



PEND OREILLE
SUPERVISORY AREA
2550 Highway 2 West
Sandpoint ID 83864
Phone (208) 263-5104
Fax: Area (208) 263-0724
Fax: District (208) 265-7263



TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

Instrument # 890701
BONNER COUNTY, SANDPOINT, IDAHO
6-22-2016 03:14:46 PM No. of Pages: 5
Recorded for: CHARLES GLOCK
MICHAEL W ROSEDALE Fee: 22.00
Ex-Officio Recorder Deputy
Index to: ENCROACHMENT PERMIT
Lawrence E. Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon D. Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

ENCROACHMENT PERMIT NO. L-96-S-0516C

Permission is hereby granted to Charles Glock of 319 S. 4th Ave., Sandpoint, ID 83864 to install and maintain 1/2 HP pump, 1 1/4"x50' waterline, 150' of riprap for erosion control, 10'x55' approach w/ 30'x5' L shape pier, Total = 700sq ft., Location: Pend Oreille River, Tax 39, 40 & 50, Parcel RP56N03W047550A, Glock Trustees, Section 04, Township 56 North, Range 03 West, Boise Meridian, Bonner County.

1. All applicable provisions of the Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho are incorporated herein by reference and made a part hereof.
2. Construction will follow details and specifications shown on the approved drawings and data provided by the applicant. Should such information and data prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code Title 67, Chapter 52.
3. This permit does not convey the State's title to nor jurisdiction or management of lands lying below the natural or ordinary high water mark.
4. Acceptance of this permit constitutes permission by the Permittee for representatives of the Department of Lands to come upon Permittee's property at all reasonable times to inspect the encroachment authorized by this permit.
5. The Permittee shall indemnify, defend and save harmless, the state, its officers, agents and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including reasonable attorneys' fees from action related to this permit. If it becomes necessary for the State to defend any action seeking to impose any such liability, Permittee agrees to pay the State all costs of court and attorneys' fees incurred by the State in effecting such defense in addition to all other sums that the State may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such is asserted.
6. *Idaho Code* §58-1305(g) and §58-1305(f) requires recordation of this permit in the records of respective county assessor's office as a condition of this permit.
7. This permit is not valid until the identification number is displayed on the outermost area of the encroachment.
8. If the activity authorized herein is not completed on or before the 3rd day of May, 2019 (three years from the date of issuance), this permit shall automatically expire unless it was previously revoked or otherwise extended.

ENCROACHMENT PERMIT NO. L-96-S-0516C

May 3, 2016

Page two

9. This permit does not relieve the Permittee from obtaining additional local or federal permits as required.
10. Idaho State Water Quality Standards (IDAPA 58.01.02) shall be maintained at all times during and after project start up.
11. Existing piling to be removed that are in a known spawning area or near the confluence of a bull trout stream shall be cut off. Other existing piling to be removed may be snapped off with a tug or barge, however, this method shall not cause turbidity from prop wash, the remaining piling shall not become a hazard to navigation and shall not protrude more than two feet above the bed of the waterway.
12. Construction barges or other watercraft shall not be grounded on the lakebed for stability.
13. Piles shall be driven with noise reduction devices.
14. No demolition debris shall be allowed to fall to the lakebed or be dragged to shore. Demolition debris shall be disposed of at an approved upland location.
15. Permittee is responsible for all work done by any contractor. Permittee shall provide contractor with a copy of this permit. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this permit.
16. No equipment, boats, barges or associated machinery shall create petroleum product sheen on the water due to petroleum products handling, use or storage. The operators shall have petroleum absorbent pads on hand and also have the Emergency Response Team phone number, 1-800-632-8000, on hand should there be a release of any kind.
17. White bead foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents.
18. Used boat lifts shall be inspected for invasive species and determined to be free from such species prior to installation. Permittee shall provide proof of inspection to this office prior to any work waterward of the artificial high water mark.
19. Permanent slip or lift covers will not be permitted. For single-family encroachments a fabric canopy (canopy top only, no sides are authorized by this permit) of a color which blends with the surrounding uplands is acceptable. These colors shall be shades of browns or greens. However, bright carnival blue color is reserved for use by commercial marinas.
20. Removal and proper disposal of any preexisting or abandoned facilities is a condition of this permit.
21. This permit supersedes and voids any permit previously issued for this property.
22. Construction materials shall be natural or pressure treated utilizing only those preservative chemicals registered for the specific uses by the U.S. Environmental Protection Agency (EPA). All treated wood materials shall be produced in compliance with "Best Management Practices (BMPs) For the Use of Treated Wood in Aquatic and other Sensitive Environments" issued by the Western Wood Preservers Institute (WWPI), 2006. Treated materials not in contact with the water shall be completely dry before use near navigable waters. Use of CCA treated wood shall adhere to the EPA regulations regarding use of arsenate treated wood. Contact Idaho Department of Environmental Quality at (208)769-1422 for information on acceptable treatment methods and materials.

ENCROACHMENT PERMIT NO. L-96-S-0516C

May 3, 2016

Page three

23. This permit in no way authorizes any portion of the bulkhead to be located waterward of the artificial high water mark.
24. Encroachment shall not extend further north/south/east/west than present pier location.
25. An IDL encroachment permit must be obtained before construction begins.
26. No riprap shall be placed in excess of the minimum needed for erosion control.
27. Riprap shall be placed along the present shoreline.
28. The Permittee shall provide a continuous and distinct filter zone which consists of a coarse sand to fine gravel sized (2 to 19 millimeters diameter) granular material at least two inches in thickness or a highly permeable non-woven geotextile filter fabric. Either method shall be placed adjacent to the native embankment slope and below the riprap material. If a geotextile fabric is used all seams shall be overlapped at least 24 inches.
29. Location of this material must be placed as specified in the site plan.
30. All construction material must be stockpiled landward of the artificial high water mark.
31. Operation of excavation equipment will not be allowed below the artificial high water mark without prior authorization. Equipment may be operated only on dry land above the present level of the lake.
32. Material shall be placed on a slope not steeper than 1½ to 1 (1½ horizontal to 1 vertical).
33. Side slopes of the riprap layer shall be between 2 to 1 and 1½ to 1.
34. Rock for riprap shall consist of rock that is appropriately sized to resist movement from anticipated wave heights or tractive forces of water flow. Rock shall be sound, dense, durable, angular rock fragments, resistant to weathering and free from large quantities of soil, shale, or organic matter. The length of a stone must not be more than three times its width or thickness. Rounded cobbles, boulders, and streambed gravels are not acceptable as placed riprap material.
35. The Permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the plans and drawings attached hereto.
36. The disturbed portion of the lakebed shall be shaped to its original contour upon completion of the project.
37. Any disturbed riparian vegetation by construction activity shall be replanted with native plants.
38. The Department of Lands reserves the right to inspect the dredging operation and stop work if, in the state's opinion, unacceptable turbidity levels are produced.
39. Excavated material shall be sidecast to only one side of the trench.
40. Excavated material shall be replaced in the trench.
41. Excavated material not replaced shall be removed to an area above the artificial high water mark and in a position such that it will not reenter the lake.

ENCROACHMENT PERMIT NO. L-96-S-0516C.

May 3, 2016

Page four

42. The pipeline intake should be screened in a manner that would create approach velocities of not more than 0.5 feet per second and a maximum screen mesh diameter of one-quarter inch.
43. Waterline shall be anchored to the bed of the lake with a nontoxic type of weight.
44. The Permittee must be in compliance with all Water Resource laws.
45. No water shall be diverted by the system until valid water or appropriation permit is obtained from the Department of Water Resources.
46. As current EPA requirements dictate that disinfecting and filtration systems are to be used for minimum treatment by surface water purveyors, the department recommends that small, domestic surface water users do likewise.
47. All construction shall be completed in accordance with descriptions and methods provided unless otherwise specified. Any changes shall be approved in writing by the department prior to construction.
48. All wood chips, fabric, pipe and other construction waste shall be contained and removed from the lake upon completion of project.
49. If any excavation or pile driving occurs the operator must comply with the provisions of the Underground Facilities Damage Prevention Law (title 55, chapters 2201-2210, Idaho Code). The one-call locator service number is 1-800-342-1585.
50. The Permittee or operator shall have a copy of this permit available on site for inspection at all times during construction.
51. Bonner County has advised the Department that any alteration within a flood hazard area requires a Development Permit from the Bonner County Planning Department.

ENCROACHMENT PERMIT NO. L-96-S-0516C
May 3, 2016
Page five

UPON TRANSFER OF THIS REAL PROPERTY, YOU ARE REQUIRED TO NOTIFY THIS OFFICE
OF THE SUBSEQUENT NAME CHANGE (SEE ENCLOSURE).

FOR THE DIRECTOR

By:


AMIDY FUSON, Resource Specialist
Lands & Waterways – Pend Oreille Area

STATE OF IDAHO)
) ss
COUNTY OF BONNER)

On May 3, 2016, personally appeared before me Amidy Fuson, whose identity is personally known to me and who by me duly affirmed that he is the Resource Specialist, Lands & Waterways – Pend Oreille Area of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by her on behalf of said state agency by authority of a Resolution of the State Land Board.




Notary Public for Idaho Department of Lands
My commission expires on 12/13/2022

**CERTIFICATION OF TRUST
OF THE
GLOCK FAMILY TRUST**

State of Idaho)
) ss.
County of Kootenai)

State of Arizona)
) ss.
County of Pinal)

SUSAN YOUNG OLSON and JAMES WILLIAM GLOCK, Co-Trustees of the GLOCK FAMILY TRUST, U/T/A dated September 18, 1981, as amended, being duly sworn on their oath, depose and say:

This document is made in compliance with Idaho Code Sections 68-114 and 68-115.

1. Creation of Trust. On September 18, 1981, CHARLES Y. GLOCK and MARGARET S. GLOCK, as Grantors and collectively as Trustee, executed a trust agreement creating the GLOCK FAMILY TRUST (hereinafter referred to as the "Trust". CHARLES Y. GLOCK and MARGARET S. GLOCK amended and restated such trust agreement on August 23, 1984, amended such trust agreement on March 1, 1989, amended and restated such trust agreement on June 4, 1993, amended such trust agreement on March 29, 1995, reformed and restated such trust agreement on January 6, 2000, and reformed and restated such trust agreement on June 13, 2013 (hereinafter such trust agreement as amended and reformed and restated is sometimes hereinafter referred to as the "Trust Agreement"). Attached are excerpts from the Trust Agreement showing the name of the Trust, the Trustee, and the notarized signature page. The Trust is presently in existence.

2. Grantors and Trustees. MARGARET S. GLOCK died on December 19, 2014 and CHARLES Y. GLOCK died on October 19, 2018. The currently acting Co-Trustees of the Trust are SUSAN YOUNG OLSON and

JAMES WILLIAM GLOCK (sometimes hereinafter collectively referred to as "Trustee" and each singly as a "Co-Trustee").

3. Powers of Trustee. The Trustee has all of the powers and authority granted pursuant to the laws of the State of Idaho. There are no restrictions imposed on the Trustee in dealing with assets of the Trust. Attached is an excerpt from the Trust Agreement showing the powers of the Trustee.

4. Revocability of Trust. The Trust is irrevocable.

5. Powers of Co-Trustees. If there is more than one (1) Trustee, all of the currently acting trustees must act to exercise identified powers of the trustee;

6. Tax Identification Number. The identifying number of the Trust is 82-6056690.

7. Jurisdiction of the Trust. The Trust was established under the laws of the State of Idaho.

8. Form in Which Title to Assets Should be Taken. Title to assets of the Trust should read as follows: "SUSAN YOUNG OLSON and JAMES WILLIAM GLOCK, as Co-Trustees of the GLOCK FAMILY TRUST, U/T/A dated September 18, 1981, as amended."

9. Signed by All Currently Acting Trustees. The signatures on this Certification of Trust are that of all of the currently acting trustees of the Trust.

10. No Revocations or Amendments. The Trust has not been revoked or amended to make any representations contained in this Certification of Trust incorrect.

11. Reliance on this Certification of Trust. Any transaction, and any lien created thereunder, entered into by the Trustee and a person acting in reliance upon this Certification of Trust is enforceable against the assets of the trust estate unless the person knows that the Trustee is acting outside the scope of the Trust.

We declare under penalty of perjury under applicable law that the foregoing is true and correct.

Dated:

11/8/2018

Susan Young Olson
SUSAN YOUNG OLSON,
Co-Trustee

State of Idaho)

) ss.

County of Kootenai)

Signed and sworn to (or affirmed) before me on November 8th,
2018 by SUSAN YOUNG OLSON, as a Co-Trustee of the GLOCK FAMILY
TRUST, U/T/A dated September 18, 1981, as amended.



Heather M. Kramling
NOTARY PUBLIC
5-24-19

Dated:

10/30/18


JAMES WILLIAM GLOCK,
Co-Trustee

State of Arizona

County of Pinal

} ss.



The foregoing instrument was acknowledged before me this 30th day of October, 2018, by JAMES WILLIAM GLOCK, as a Co-Trustee of the GLOCK FAMILY TRUST, U/T/A dated September 18, 1981, as amended.


NOTARY PUBLIC

4. CERTIFICATION OF TRUST

{VAN00134886.DOC;1/03443.04}

 COPY

REFORMATION AND RESTATEMENT
OF THE
GLOCK FAMILY TRUST

THIS REFORMATION AND RESTATEMENT OF TRUST AGREEMENT, made and executed this 13 day of June, 2013, by and between CHARLES Y. GLOCK and MARGARET S. GLOCK, husband and wife, hereinafter collectively referred to as the "Grantors" and each singly as a "Grantor," and CHARLES Y. GLOCK and MARGARET S. GLOCK, hereinafter referred to collectively as the "Trustee" and each singly as a "Co-Trustee."

WITNESSETH:

WHEREAS, the Grantors executed the GLOCK FAMILY TRUST on September 18, 1981, reformed said Trust on August 23, 1984, amended said Trust on March 1, 1989, reformed said Trust on June 4, 1993, amended said Trust on March 29, 1995, and reformed said Trust on January 6, 2000; and

WHEREAS, the Grantors desire to reform and restate the GLOCK FAMILY TRUST, effective this date; and

WHEREAS, such reformation is authorized under paragraph 1 of Article VI of said Trust Agreement;

WHEREAS, this Trust Agreement shall be the controlling instrument.

NOW, THEREFORE, the Grantors and Trustee agree as follows:

1. REFORMATION AND RESTATEMENT OF THE GLOCK FAMILY TRUST

2. **TRUSTEE POWERS:**

a. **General:** To carry out the purposes of the trust or trusts created under this Trust Agreement, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the powers and authority granted pursuant to the laws of the State of Idaho including but not limited to those which are set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

In addition, the Trustee shall have the power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made prorata or non-prorata among beneficiaries or other distributees.

b. **Trading Powers:** The Trustee shall have the power to hold or trade securities and/or commodities in a cash or margin account and to invest, hold or trade in futures (long and short positions), put and call options (covered and uncovered and any combination thereof), hybrids, derivatives (including structured notes) and any other kind of financial instrument.

c. **Power to Sell:** The Trustee shall have the power to sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange any and all of the trust property, or any life estate, term of years, remainder or reversion therein, for such price, including property of equivalent value (whether of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms, as the Trustee determines, in the Trustee's sole and absolute discretion.

3. **RETIREMENT BENEFITS PAYABLE TO TRUST FOR DESCENDANT:**

To the extent any Retirement Benefits are payable to a trust for a descendant of the Grantors' under Article IV, paragraph 7 above, any and all Required Minimum Distributions (hereinafter "RMDs"), as well as any and all other withdrawals or distributions taken by the Trustee, shall be distributed to the beneficiaries for whom the Trust is established as it is the Grantors' intent that said Trust qualify as a "conduit trust"

11. **REFORMATION AND RESTATEMENT OF THE GLOCK FAMILY TRUST**

5. **COMPENSATION AND ACCOUNTING:** The initial Trustee shall not receive any compensation, but any successor Trustee and all persons employed by the Trustee shall be entitled to reasonable compensation in accordance with the provisions of applicable state law. The Trustee shall reasonably account as to the trust and its administration as provided by state law.

6. **SUCCESSOR TRUSTEE:** Upon the death of the first Grantor to die, or upon the resignation or incapacity of one of the Grantors, the surviving or remaining Grantor shall become the sole Trustee; provided, however, that the surviving or remaining Grantor may appoint one or more Co-Trustees and may set forth the duties and responsibilities and any limitations thereof for such Co-Trustee or Co-Trustees. Upon the death, resignation or incapacity, or a combination thereof, of both Grantors, and if one or more Co-Trustees, other than the Grantor, had been appointed and are then acting in such capacity, such Co-Trustee or Co-Trustees shall become the successor Trustee or Co-Trustees, but if no such other Co-Trustee had been appointed or is then acting, SUSAN YOUNG OLSON and JAMES WILLIAM GLOCK shall be appointed to be the successor Co-Trustees. In the event either dies, resigns or becomes incapacitated, the other shall become the sole successor Trustee. In the event both SUSAN YOUNG OLSON and JAMES WILLIAM GLOCK die, resign or become incapacitated, LUCINDA JAI JOHNSON shall become the sole successor Trustee. Thereafter the last acting Trustee shall appoint a successor Trustee of such trust, but if such last acting Trustee shall fail to appoint a successor of any trust, the successor Trustee of such trust shall be appointed by a majority of the adult beneficiaries of the trust or if there are no adult beneficiaries by the majority vote of the parent or guardian of any minor beneficiaries of the trust. Any Trustee or Co-Trustee may resign at any time by giving written notice of such resignation to the Grantors, or the surviving Grantor, or if both Grantors are deceased, then to any Co-Trustee and the income beneficiaries. Any successor Trustee or Co-Trustee who is properly appointed, shall become a successor Trustee or Co-Trustee upon written acceptance of the appointment. In the event of any vacancy as to the Trustee is not filled by the

13. **REFORMATION AND RESTATEMENT OF THE GLOCK FAMILY TRUST**

aforescribed procedures, then a successor Trustee may be appointed by a Court of competent jurisdiction upon the petition of any interested party. As used in this Trust, the term "Trustee" shall be deemed to refer to both or all Co-Trustees unless the context indicates to the contrary.

7. **EDUCATION DEFINED:** Whenever provisions are made in this Trust Agreement for payment for the "education" of a beneficiary, the term "education" shall be construed to include primary, secondary, college and post-graduate study and study in any accredited vocational or trade school, so long as pursued to advantage by the beneficiary, at any institution of the beneficiary's choice; and in determining payments to be made for such primary, secondary, college or post-graduate education or study at an accredited vocational or trade school, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable. All decisions as to whether studies are being pursued to advantage shall be determined by the Trustee.

8. **CHARACTER OF DISTRIBUTIONS:** Unless otherwise specifically stated, all distributions, whether of trust income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains and appreciation of property distributed to each individual distributee as separate property shall also be the separate property of each such distributee.

9. **SPENDTHRIFT PROTECTION:** Neither the principal nor the income of any trust herein created shall be liable for the debts of any beneficiary or issue of a beneficiary, nor shall the same be subject to seizure by any creditor under the writ of proceedings at law or in equity, nor bankruptcy proceedings, nor other legal process. No beneficiary or issue of a beneficiary shall have the power to sell, assign, transfer, encumber or in any other manner to anticipate disposition of his or her interest in the trust estate or the income produced thereby. As used in this paragraph, the word beneficiary shall refer to any individual having a beneficial interest in the trust and not merely to an individual that the trust may specifically identify as a "beneficiary."

14. REFORMATION AND RESTATEMENT OF THE GLOCK FAMILY TRUST

After the death of the deceased Grantor, the trust created pursuant to the provisions of Article III shall be irrevocable, and the surviving Grantor shall have no power to amend or revoke the trust created pursuant to the provisions of Article III. The surviving Grantor may amend or revoke the trust created pursuant to the provisions of Article II, in whole or in part, by an instrument signed by the surviving Grantor and delivered to the Trustee. Upon such revocation of the trust created pursuant to the provisions of Article II, the Trustee shall distribute all or the designated portion of said trust to the surviving Grantor.

2. **SITUS:** This trust is established and accepted by the Trustee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws, except as otherwise provided herein.

3. **HEADINGS:** The paragraph headings are for convenience only and are not a part of this Trust Agreement and shall not be used in interpreting or construing this Trust Agreement.

4. **SEVERABILITY:** If any provision of this Agreement is deemed invalid or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by applicable law.

5. **COUNTERPARTS:** This Agreement may be executed through the use of multiple original counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Charles Y. Glock
CHARLES Y. GLOCK

Margaret S. Glock
MARGARET S. GLOCK

"Grantors & Trustee"

19. REFORMATION AND RESTATEMENT OF THE GLOCK FAMILY TRUST

STATE OF IDAHO)
 ss
County of Kootenai)

On this 13 day of June, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES Y. GLOCK and MARGARET S. GLOCK, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Marc E. Wallace
Notary Public for Idaho
Residing at Hayden Lake
Comm. Exp: 08/20/17



STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed DECEMBER 23, 2014

State File No. 2014-12001

DECEDENT - LEGAL NAME MARGARET LOUISE GLOCK			
SEX FEMALE	SOCIAL SECURITY NUMBER ~~XXXXXXXXXX~~	AGE 91 YEARS	DATE OF BIRTH MAY 31, 1923
BIRTHPLACE LAHONA, WASHINGTON		PLACE OF RESIDENCE SANDPOINT, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (if wife, maiden name) CHARLES YOUNG GLOCK	
FATHER - NAME WILLIAM HENRY SCHLEEF		BIRTHPLACE ILLINOIS	
MOTHER - MAIDEN NAME EMMA FRIEDA HARMS		BIRTHPLACE MINNESOTA	
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSEE BARTON D. CASEY	
NAME AND ADDRESS OF FUNERAL FACILITY LAKEVIEW FUNERAL HOME, SANDPOINT, IDAHO			
DATE OF DEATH DEC. 19, 2014	TIME OF DEATH 5:30 A.M.	CITY, TOWN OR LOCATION OF DEATH SANDPOINT, IDAHO	COUNTY OF DEATH BONNER
CAUSE OF DEATH (underlying cause last) a. CONGESTIVE HEART FAILURE			Approximate Interval Between Onset and Death 1 MONTH
DUE TO (or as a consequence of): b. CORONARY ARTERY DISEASE			3 YEARS
DUE TO (or as a consequence of): c. HEART VALVE DISEASE			3 YEARS
DUE TO (or as a consequence of): d.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL		NAME OF CERTIFIER CHARLES M. CRANE, M.D.	TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
DATE OF INJURY			
TIME OF INJURY			
PLACE OF INJURY			
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

Instrument # **868421**

BONNER COUNTY, SANDPOINT, IDAHO

12-23-2014 12:54:40 PM No. of Pages: 1

Recorded for : LAKEVIEW

R. ANN DUTSON-SATER

Ex-Officio Recorder Deputy **CB** Fee: 10.00

Index to: DEATH CERTIFICATES

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: DECEMBER 23, 2014

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

PHOTO 00-11 09/11

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed OCTOBER 23, 2018

State File No. 2018-11255

DECEDENT - LEGAL NAME CHARLES YOUNG GLOCK			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 99 YEARS	DATE OF BIRTH OCTOBER 17, 1919
BIRTH-PLACE BRONX, NEW YORK		PLACE OF RESIDENCE SANDPOINT, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (if wife, maiden name) YES	
FATHER - NAME CHARLES GLOCK		BIRTH-PLACE GERMANY	
MOTHER - MAIDEN NAME PHILIPPINE YOUNG		BIRTH-PLACE NEW YORK	
METHOD OF DISPOSITION CREMATION		FUNERAL SERVICE LICENSE BARTON D. CASEY	
NAME AND ADDRESS OF FUNERAL FACILITY LAKEVIEW FUNERAL HOME, SANDPOINT, IDAHO			
DATE OF DEATH OCT. 19, 2018	TIME OF DEATH 5:50 P.M.	CITY, TOWN OR LOCATION OF DEATH SANDPOINT, IDAHO	COUNTY OF DEATH BONNER
CAUSE OF DEATH (underlying cause first) 1. CONGESTIVE HEART FAILURE			Approximate Interval Between Onset and Death 3 WEEKS
DUE TO (or as a consequence of): 2. DIASTOLIC DYSFUNCTION			3 YEARS
DUE TO (or as a consequence of): 3.			
DUE TO (or as a consequence of): 4.			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above HYPERTENSION; ATRIAL FIBRILLATION			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER CHARLES M. CRANE, M.D.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXEMPTION OF USES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: OCTOBER 23, 2018

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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

August 20, 2021

KATRAH LLC
319 S FOURTH AVE
SANDPOINT ID 83864-1219

Re: Change in Ownership for Water Right No(s): 96-8581 & 96-8659

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Natalie Steading
Tech Records Specialist 1

Enclosure(s)