

RECEIVED

MAR 24 2015

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-12487	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Nadine Klobusicky Young ET AL
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Iris Momber
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Eulenspiegelstr. 76a D - 81739 Munich Ger. D - 81739
Mailing address City State ZIP
011498943589454 fyrebird@t-online.de
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: 26 November 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Iris Momber 9 March 2015
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by ASH Date 3-24-15 Receipt No. C100167 Receipt Amt. 25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
Name on W-9 _____ Approved by _____ Processed by AV Date 4-3-15

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

JIM BRANNON 4 P 2478801000
KOOTENAI COUNTY RECORDER
JAJ 11/26/2014 11:39 AM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$19.00 DD
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **471593-C (ms)**

Date: **November 22, 2014**

For Value Received, **Nadine E. Young, a married woman as her separate estate also known as Mrs. Terence K. Young or Mrs. Terence Young mistakenly show of record as Mrs. Terrance K. Young**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Iris Momber, a married woman**, hereinafter called the Grantee, whose current address is **Eulenspiegel Str 76A 81736 Munich, Germany**, , the following described premises, situated in **Kootenai County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 11/22/2014

Warranty Deed
- continued

File No.: 471593-C (ms)

Nadine E. Young
Nadine E. Young

STATE OF ~~Idaho~~ Colorado)
SS.

COUNTY OF ~~Kootenai~~ Jefferson)
22nd

On this ~~Twenty-sixth~~ day of November, 2014, before me, a Notary Public in and for said State, personally appeared Nadine E. Young, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Patricia Masterson
Notary Public for the State of ~~Idaho~~ Colorado
Residing at: 1301 Jackson St. Golden CO 80401
My Commission Expires: 1-22-2018

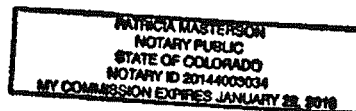


EXHIBIT A

THAT PORTION OF GOVERNMENT LOTS 4 AND 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, KOOTENAI COUNTY, STATE OF IDAHO, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181; THENCE

NORTH 73°23' WEST, 100 FEET; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SHORE OF COEUR D'ALENE LAKE TO THE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET; THENCE

NORTH 50°09' WEST, 100 FEET; THENCE

NORTH 75°37' WEST, 100 FEET ALL ALONG THE SHORE OF COEUR D'ALENE LAKE; THENCE

NORTH 27°49' EAST, 218.1 FEET; THENCE

SOUTH 79°27' EAST, 97.25 FEET; THENCE

SOUTH 53°41 1/2' EAST, 130 FEET; THENCE

SOUTH 44°54 1/2' EAST, 109.68 FEET; THENCE

SOUTH 37°04 1/2' WEST, 227.95 FEET TO THE POINT OF BEGINNING.

EXCEPT TAX NUMBER 11782 DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING A PORTION OF TAX NUMBER 6874, BOOK 234, PAGE 456, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE

NORTH 73°23' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8590 AS RECORDED IN BOOK 79, PAGE 977; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8128, AS RECORDED IN BOOK 278, PAGE 858, TO THE TRUE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET ALONG THE SHORE OF LAKE COEUR D'ALENE; THENCE

Date: 11/22/2014

Warranty Deed
- continued

File No.: 471593-C (ms)

CONTINUING ALONG THE SHORE, NORTH 50°09' WEST, 48.86 FEET; THENCE

NORTH 32°32'50" EAST, 224.30 FEET; THENCE

SOUTH 53°41'30" EAST, 56.54 FEET; THENCE

**SOUTH 44°54'30" EAST, 109.68 FEET TO THE NORTHWESTERLY CORNER OF SAID TAX
NUMBER 8128; THENCE**

**SOUTH 37°04'30" WEST, 227.95 FEET ALONG THE WESTERLY LINE OF TAX NUMBER 8128 TO
THE POINT OF BEGINNING.**

T48N R04W

Sec 20 SWNE

T48N R04W

Sec 20 NESE

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

READ AND APPROVED

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **471593-C (ms)**

Date: **November 22, 2014**

For Value Received, **Nadine E. Young, a married woman as her separate estate also known as Mrs. Terence K. Young or Mrs. Terence Young mistakenly show of record as Mrs. Terrance K. Young**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Iris Momber, a married woman as her sole and separate property**, hereinafter called the Grantee, whose current address is **Eulenspiegel Str 76A 81736 Munich, Germany**, , the following described premises, situated in **Kootenai County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

File No.: **471593-C (ms)**

Nadine E. Young

STATE OF Idaho)
ss.
COUNTY OF Kootenai)

On this **Twenty-sixth day of November, 2014**, before me, a Notary Public in and for said State, personally appeared **Nadine E. Young**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of Idaho
Residing at:
My Commission Expires:

EXHIBIT A

THAT PORTION OF GOVERNMENT LOTS 4 AND 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, KOOTENAI COUNTY, STATE OF IDAHO, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181; THENCE

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NORTH 27°49' EAST, 218.1 FEET; THENCE

SOUTH 79°27' EAST, 97.25 FEET; THENCE

SOUTH 53°41 1/2' EAST, 130 FEET; THENCE

SOUTH 44°54 1/2' EAST, 109.68 FEET; THENCE

SOUTH 37°04 1/2' WEST, 227.95 FEET TO THE POINT OF BEGINNING.

EXCEPT TAX NUMBER 11782 DESCRIBED AS FOLLOWS:

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CONTINUING ALONG THE SHORE, NORTH 50°09' WEST, 48.86 FEET; THENCE

NORTH 32°32'50" EAST, 224.30 FEET; THENCE

SOUTH 53°41'30" EAST, 56.54 FEET; THENCE

**SOUTH 44°54'30" EAST, 109.68 FEET TO THE NORTHWESTERLY CORNER OF SAID TAX
NUMBER 8128; THENCE**

**SOUTH 37°04'30" WEST, 227.95 FEET ALONG THE WESTERLY LINE OF TAX NUMBER 8128 TO
THE POINT OF BEGINNING.**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made this 16 day of November, 2014, between NADINE YOUNG, a married woman as her sole and separate property, of 1725 Foothills Drive S, Golden Colorado 80401, as Seller; and IRIS MOMBER, of Eulenspiegel Str 76A, 81739 Munich, Germany, as Purchaser.

RECITALS

A. Seller and Purchaser have, for many years, co-owned as tenants in common, real property located in the County of Kootenai, State of Idaho, more particularly set forth on Exhibit "A" which is attached hereto and incorporated herein by this reference as if set forth in full.

B. Seller holds an undivided one-third interest in the above referenced real property and Purchaser, as the sister of NADINE YOUNG, owns the remaining two-thirds undivided interest.

C. Seller desires to sell and Purchaser desires to acquire from Seller, Seller's one-third undivided interest in the real property.

THEREFORE, BASED UPON THE FOREGOING RECITALS AND THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Property.** Seller agrees to sell and Purchaser agrees to buy Seller's one-third interest in the real property described in Recital A above.

2. **Purchase Price.** The purchase price for Seller's one-third interest shall be the sum of One Hundred Thirty Thousand and no/100 (\$130,000.00) Dollars and shall be payable at the time of closing.

3. **Earnest Money.** The parties agree that there is no need for a deposit of earnest money.

4. **Title.** Seller shall convey to Purchaser, by Warranty Deed, all of her right, title and interest in and to the real property identified in Recital A.

5. **Personal Property.** All personal property, furniture and furnishings located within the residence being conveyed shall be included in the sale.

6. **Closing.** The consummation and closing (the closing) of the purchase and sale contemplated in this agreement shall be performed by First American Title Company of Coeur d'Alene, Idaho, and shall occur on or before November 26, 2014. The exact time, place and date of closing shall be agreed upon between Seller and Purchaser, but in no event shall be later than November 26, 2014.

7. **Conveyances and Deliveries at Closing.** At closing, the following items shall be executed and delivered:

a. **Costs and Expenses of Closing.** Purchaser and Seller shall each be responsible for one-half of all closing costs, including title insurance through First American Title in Coeur d'Alene, Idaho.

b. **Prorations at Closing.** All real estate taxes and assessments shall be prorated as of the closing date, with Purchaser being responsible for two-thirds and Seller being responsible for one-third.

PURCHASE AND SALE AGREEMENT 1

ny (NY)

im (IM)

8. **Conveyances and Deliveries at Closing.** At closing, the following items shall be executed and delivered:

a. **Closing Statement.** Both Purchaser and Seller shall execute a Closing Statement, approved in advance by their respective attorneys, which shall set forth the purchase price and the amounts of all pro rations and all disbursements made at closing.

b. **Warranty Deed.** Seller shall convey Seller's interest in the property by Warranty Deed approved as to form by Purchaser's attorney.

9. **"AS IS" / Release.** Purchaser, as a long term owner of the property, is fully aware of the condition of the improvements on the property and is acquiring the property in its "AS IS" physical condition and is not relying upon any representations of Seller as to the physical condition of the improvements. Upon closing, Purchaser shall become responsible for and Seller shall be released from any and all expenses associated with the property other than the pro rations set forth in provision #6 above. On or before thirty (30) days following the closing, Seller shall provide Purchaser with copies of all invoices in her possession pertaining to the property, including improvements to the property. The provisions of this paragraph will survive closing and will not merge into the deed.

10. **Real Estate Commissions.** Each party represents to the other that they have not incurred any obligation to any broker or real estate agent with respect to the purchase or sale of the property, and each agrees to hold the other party harmless and indemnify her against any liability to any broker or real estate agent in the event such representation is untrue.

11. **Notices.** All notices or other communications which may be or are required to be given by either Seller or Purchaser under this agreement shall be made in writing and sent to the addresses identified above.

12. **Attorney and Appraisal Fees.** Each party shall be responsible for their own attorney fees and costs and the fees of any appraiser.

13. **Termination of Prior Contracts.** The parties hereby acknowledge and agree that all prior contracts relating to the property described in Recital A are hereby terminated and of no further force or effect.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be one and the same instrument. Facsimile or electronic signatures shall serve as original signatures.

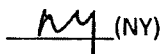
SELLER:

PURCHASER:


NADINE YOUNG


IRIS MOMBER

PURCHASE AND SALE AGREEMENT 2

 (NY)

 (IM)

PURCHASE AND SALE AGREEMENT 3

ny (NY)

im (IM)

EXHIBIT "A"

That portion of Government Lots 4 and 5 in Section 20, Township 48 North, Range 4 W.B.M., Kootenai County, Idaho, described as follows:

Commencing at the Southwesterly corner of Lot 1 of SECOND ADDITION TO BENPOINT, Kootenai County, State of Idaho, as recorded in Book D of Plats, page 181; thence

North 73°23' West 100 feet; thence

North 47°58' West 100 feet along the shore of Coeur d'Alene Lake to the point of beginning; thence

North 43°25' West 100 feet; thence

North 50°09' West 100 feet; thence

North 75°37' West 100 feet all along the shore of Coeur d'Alene Lake; thence

North 27°49' East 218.1 feet; thence

South 79°27' East 97.25 feet; thence

South 53°41½' East 130 feet; thence

South 44°54½' East 109.68 feet; thence

South 37°04½' West 227.95 feet to the point of beginning.

EXCEPT Tax Number 11782 described as follows:

That portion of Government Lot 5 in Section 20, Township 48 North, Range 4 W.B.M., Kootenai County, Idaho, being a portion of Tax Number 6874, Book 234, Page 456, Kootenai County, Idaho, described as follows:

Commencing at the Southwesterly corner of Lot 1 of SECOND ADDITION TO BENPOINT, as recorded in Book D of Plats, page 181, records of Kootenai County, Idaho; thence

North 73°23' West 100 feet along the Southwesterly line of Tax Number 8590 as recorded in Book 79, page 977; thence

North 47°58' West 100 feet along the Southwesterly line of Tax Number 8128 as recorded in Book 278, Page 858, to the TRUE POINT OF BEGINNING; thence

North 43°25' West 100 feet along the shore of Lake Coeur d'Alene; thence continuing along the shore,

North 50°09' West 48.86 feet; thence

North 32°32'50" East, 224.30 feet; thence

South 53°41'30" East, 56.54 feet; thence

South 44°54'30" East, 109.68 feet to the Northwestern corner of said Tax Number 8128; thence,

South 37°04'30" West, 227.95 feet along the Westerly line of Tax Number 8128 to the POINT OF BEGINNING.



First American Title Company

1866 North Lakewood Drive • Coeur d'Alene, ID 83814

Office Phone: (208)667-0567 Office Fax: (208)765-2050

Buyer's Settlement Statement

Property: 7098 W Ben Pointe Road, Worley, ID 83876

File No: 471593-C

Officer: Mary Spridgeon/ms

Estimated Settlement Date: 11/26/2014

Disbursement Date:

Print Date: 11/22/2014, 8:19 AM

Buyer: Iris Momber

Address:

Seller: Nadine E. Young

Address: 7098 W Ben Pointe Road, Worley, ID 83876

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	130,000.00	
Adjustments:		
applied cancellation fee		250.00
Prorations:		
1/3 2014 County Tax 11/26/14 to 12/31/14 @\$1763.01/yr	169.06	
Title/Escrow Charges to:		
Settlement or Closing Fee to First American Title Company	400.00	
Courier and Handling Fee Buyer to First American Title Company	57.00	
Policy-Owner's Policy to First American Title Company	362.50	
Recording Fee-Deed to First American Title Company	32.00	
e-document filing fee to	9.00	
Disbursements Paid:		
Pay 2/3 2014 taxes to Kootenai County Treasurer	3,526.03	
Cash (X From) (To) Buyer		134,325.59
Totals	134,575.59	134,575.59

BUYER(S):

Iris Momber

First American Title Company

By _____
Mary Spridgeon

Initials: _____



First American Title Company
1866 North Lakewood Drive, Coeur d'Alene, ID 83814
Phone (208)667-0567 Fax (208)765-2050

To: **First American Title Company**
Escrow Officer: **Mary Spridgeon**

File No.: **471593-C (ms)**
Date: **November 22, 2014**

Re: **7098 W Ben Pointe Road, Worley, ID 83876**

Please indicate below the manner in which you wish to receive proceeds due you , if any, after closing:

- | | |
|---|---|
| ☐ Hold check for pick-up-Phone () | ☐ Regular Mail , to Forwarding Address Below |
| ☐ Deposit proceeds to Bank As Shown Below
(Deposit Slip must be provided to Escrow Agent) | ☐ *Overnight Mail , to Forwarding Address Below |
| ☐ *Wire proceeds to Bank As Shown Below | |

*A fee may be charged for these services

Bank Name: _____
Address: _____
Name on Acct: _____
Account No.: _____
Routing No.: _____ (for wires)
Phone No.: () _____

Forwarding Address: _____

Phone: () _____

Type of Account: ☐ Checking ☐ Savings

Any further instructions:

BUYER(S):

Iris Momber

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated November 20, 2014 and addendums dated on or after November 20, 2014, have been either satisfied or negotiated outside of this escrow.

Seller initials: _____

Buyer initials: _____

PRORATE AND/OR ADJUST THE FOLLOWING AS OF **11/26/2014**

-CHECK THOSE WHICH APPLY-

- X** 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: [**X**] Real Property **2014** [] Mobile Home [] Personal Property
- _____ 2. Rents/Security Deposits
- _____ 3. Condo or Homeowner's Association Dues
- _____ 4. City Water/Sewer
- _____ 5. City/County SID's (State Specific)
- _____ 6. Other

Seller initials: _____

Buyer initials: _____

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: _____

Buyer initials: _____

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller initials: _____

Buyer initials: _____

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for such services may include a mark up over the direct cost of

such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

RECONVEYANCE

In the event a lender who is paid in full in connection with this escrow, fails to timely forward the paid Note and a request for reconveyance of the paid Deed of Trust, the escrow holder acting as trustee and title insurer may use the procedures outlined in state statutes and regulations to effect a reconveyance of the Deed of Trust. Among other provisions of this chapter is the following: "The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance."

DEPOSIT OF FUNDS AND DISBURSEMENTS

All disbursements shall be made by your check. You are authorized not to close escrow or disburse until good funds, as provided for in state statutes and regulations have been confirmed. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in said State may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

CLOSE OF ESCROW

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein. Recordation of any instrument delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

AUTHORIZATION TO FURNISH COPIES

You are to only furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

CONFLICTING DEMANDS OR CLAIMS

Should you, before or after the close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The provisions herein shall include, but are not limited to, conflicting demands or disputed claims relating to the real estate commissions and/or brokerage fees.

ATTORNEYS FEES, COST/SUIT IN INTERPLEADER

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, as suit in interpleader brought by you. The parties expressly agree that you, as escrow holder, have the absolute right, at your election, to file an action in interpleader. You are authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

RIGHT OF CANCELLATION

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within 5 days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent. In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

LEGAL ADVICE

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated as "First American Title Company") is not licensed to practice law and no legal advice has been offered by First American Title Company or any of its employees. I have been further informed that First American Title Company is acting only as escrow agent and that it is

forbidden by law from offering advice to any party regarding the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American Title Company to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal council of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

CONSUMER COMPLAINTS

If you have a concern or complaint about the settlement services or title insurance you received from us, please contact our compliance team at:

cfpb@titlefc.com or

Title Financial Corporation

Compliance Department

P.O. Box 580

Blackfoot, Idaho 83221

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by First American Title Company, have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at my direction or request.

PERSONAL PROPERTY TAXES

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires First American Title Company to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES/ELECTRONIC DOCUMENT DELIVERY

In the event Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct First American Title Company to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. Seller and Buyer acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendments of and/or supplements to any instructions must be in writing. If any "Earnest Money Agreements," "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

FINANCIAL SOLVENCY

Both Seller and Buyer hereby agree to hold First American Title Company harmless from all liability due to the financial status or insolvency of any other party, or any misrepresentation made by any other party and any loss or impairment of funds that have been deposited in escrow that are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the escrow agent.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

I/We approve of the foregoing instructions, agree to be bound thereby, and will deliver to you documents, instructions and/or funds required within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the funds and record the documents to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties, to show title as herein provided. I agree to pay your usual escrow fees, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay title insurance premiums and recording fees which are properly chargeable to me.

Dated: **November 26, 2014**

BUYER(S):

Iris Momber

Address:

**7098 W Ben Pointe Road
Worley, ID 83876**

SELLER(S): Nadine E. Young

Nadine E. Young

Address:

**First American Title****Schedule A****Title Insurance Commitment**

BY

First American Title Insurance Company**SECOND COMMITMENT**

File No.: 471593-C

READ AND APPROVED1. Commitment Date : **September 30, 2014 at 7:30 A.M.**

2. Policy or Policies to be issued:

Policy Amount Premium AmountX ALTA Standard Owner's Policy of Title Insurance
(6-17-06)ALTA Homeowner's Policy of Title Insurance
(rev. 1-1-08)(Premium amount reflects \$no available credit) **\$ 130,000.00 \$ 765.00**

Proposed Insured:

**Iris Momber, presumptively subject to the community and homestead
interest of her spouse, if married**NONE ALTA Loan Policy of Title Insurance
(6-17-06)ALTA Expanded Coverage Residential Loan
Policy (rev. 1-1-08)(Premium amount reflects \$no available credit) **\$ NONE \$**

Proposed Insured:

NONEEndorsements: **NONE****\$**

Total Title Fees:	\$ 765.00
Underwriting Fees:	\$ 92.00
Agent Title Fees:	\$ 673.00

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Nadine E. Young, aka Mrs. Terrance K. Young, subject to the community interest of her spouse on December 30, 1969, date of acquiring title as to a 1/3 interest and Iris E. Klobusicky, who also appears of record as Iris Momber, as her separate estate, as to a 2/3 interest

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

THAT PORTION OF GOVERNMENT LOTS 4 AND 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, KOOTENAI COUNTY, STATE OF IDAHO, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181; THENCE

NORTH 73°23' WEST, 100 FEET; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SHORE OF COEUR D'ALENE LAKE TO THE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET; THENCE

NORTH 50°09' WEST, 100 FEET; THENCE

NORTH 75°37' WEST, 100 FEET ALL ALONG THE SHORE OF COEUR D'ALENE LAKE; THENCE

NORTH 27°49' EAST, 218.1 FEET; THENCE

SOUTH 79°27' EAST, 97.25 FEET; THENCE

SOUTH 53°41 1/2' EAST, 130 FEET; THENCE

SOUTH 44°54 1/2' EAST, 109.68 FEET; THENCE

SOUTH 37°04 1/2' WEST, 227.95 FEET TO THE POINT OF BEGINNING.

EXCEPT TAX NUMBER 11782 DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING A PORTION OF TAX NUMBER 6874, BOOK 234, PAGE 456, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE

NORTH 73°23' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8590 AS RECORDED IN BOOK 79, PAGE 977; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8128, AS RECORDED IN BOOK 278, PAGE 858, TO THE TRUE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET ALONG THE SHORE OF LAKE COEUR D'ALENE; THENCE

CONTINUING ALONG THE SHORE, NORTH 50°09' WEST, 48.86 FEET; THENCE

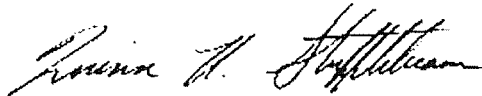
NORTH 32°32'50" EAST, 224.30 FEET; THENCE

SOUTH 53°41'30" EAST, 56.54 FEET; THENCE

**SOUTH 44°54'30" EAST, 109.68 FEET TO THE NORTHWESTERLY CORNER OF SAID
TAX NUMBER 8128; THENCE**

**SOUTH 37°04'30" WEST, 227.95 FEET ALONG THE WESTERLY LINE OF TAX NUMBER
8128 TO THE POINT OF BEGINNING.**

Commonly known as: 7098 W Ben Pointe Road, Worley, ID 83876

A handwritten signature in black ink, appearing to read "Rosanna H. Stettin". The signature is fluid and cursive, with the first name "Rosanna" and the last name "Stettin" being clearly legible.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

 <i>First American Title</i> Schedule BI	Title Insurance Commitment BY First American Title Insurance Company
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REQUIREMENTS

File No.: 471593-C

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s) .
- (f) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

 First American Title Schedule BII	Title Insurance Commitment BY First American Title Insurance Company
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EXCEPTIONS

File No.: 471593-C

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2014 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 2014 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
2013	\$5634.54	\$5634.54	48N04W208050

Homeowners Exemption IS NOT in effect for 2013.
Circuit breaker IS NOT in effect for 2013.
Agricultural Exemption IS NOT in effect for 2013.

8. Any failure of the Kootenai County Treasurer's office to provide information on all assessments owed.
9. Levies and assessments of Ben Pointe Road Association for which we find no delinquencies of record.
10. Agreement upon the terms, conditions and provisions contained therein:
Parties: Irving H. Bennion, Trustee of the Bennion Benpoint Trust B and Frank J. Kottke
Recorded: July 10, 1975, Instrument No. 677152
11. Provisions in deed to Tibor Klobusicky and Nadine Klobusicky, husband and wife, recorded February 4, 1980, as Instrument No. 832614.
12. Easement granted to Kootenai Electric Cooperative, recorded September 29, 1980, as Instrument No. 854699.
13. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Joseph B. and Betty Joan Olson, husband and wife and Thomas E. and Helen Busch, husband and wife and Dennis Wagner and Terrill Wagner, husband and wife
Recorded: December 20, 1984, Instrument No. 994770

Said easement as corrected by document recorded January 2, 1986 as Instrument No. 1031840
14. Easement granted to Kootenai Electric Cooperative, recorded March 26, 1986, as Instrument No. 1039436.
15. Water Rights Agreement upon the terms, conditions and provisions contained therein:
Parties: Elizabeth Klobusicky-Mailaender, Nadine Young and Iris Klobusicky Momber and Charles and Terry Daugherty
Recorded: September 3, 1993, Instrument No. 1319153
16. An Encroachment Permit No. ERL-95-S-564A between the Idaho Department of Lands and Iris Klobusicky Momber & Chuck and Terry Daugherty, recorded September 24, 1993 as Instrument No. 1321739.

Assignment of Encroachment Permit recorded November 27, 2013 as Instrument No. 2438221000.
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 12, 1986, as Instrument Number 1043896 in Book 4 of Surveys at page 335, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Said Survey was amended by survey recorded November 24, 1986 as Instrument No. 1067014 and amended June 29, 1987 as Instrument No. 1088433.
18. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 1, 1980, as Instrument Number 837604 in Book 2 of Surveys at page 71, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Any claim arising from the difference in the mean high water line of the Coeur d'Alene Lake and the meander line as shown by the Original Government Survey.

20. Title to the State of Idaho to the bed of Coeur d'Alene Lake, a navigable body of water, to the natural or ordinary high water line.
21. Any claim that may arise that the waterfront boundary of said land has shifted because of alluvial action, erosion or change in the level of the waters of Coeur d'Alene Lake.
22. Water rights, claims or title to water, whether or not the matters are shown by the public records.

INFORMATIONAL NOTES

- A. **In addition to standard County recording fees, an electronic filing fee of \$4.50 per document may be charged.**
- B. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



First American Title Company

1866 North Lakewood Drive, Coeur d'Alene, ID 83814
Phone (208)667-0567 - Fax (208)765-2050

Escrow Officer: Mary Spridgeon - mspridgeon@gofirstam.com
Title Officer: Michelle Jirava - mjirava@gofirstam.com

COMMITMENT FOR TITLE INSURANCE

To: **Nadine Young**
1725 Foothills Drive S
Golden, CO 80401

Order No.: **471593-C**

Attention:

Your Reference:

Re: Property Address: **7098 W Ben Pointe Road, Worley, ID 83876**

**First American Title****Commitment****Title Insurance Commitment**

BY

First American Title Insurance Company**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
 1 First American Way, Santa Ana, CA 92707.

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

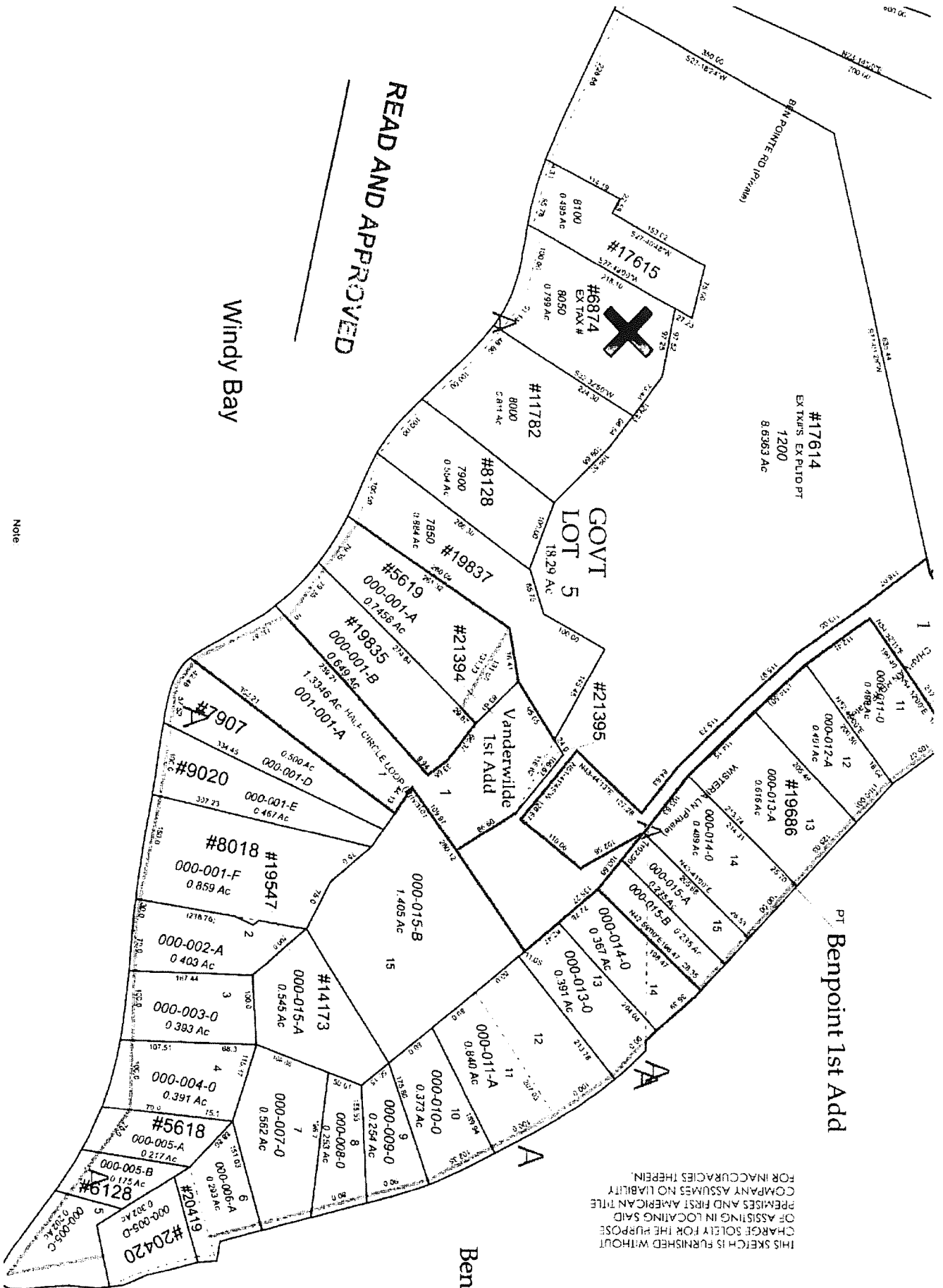
or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.





First American Title Company
1866 North Lakewood Drive P.O. Box 1747
Coeur d'Alene, ID 83816
(208)667-0567 - Fax (208)765-2050

WIRING INSTRUCTIONS

PAYABLE TO: FIRST AMERICAN TITLE COMPANY

BANK: MOUNTAIN WEST BANK
125 IRONWOOD DRIVE
COEUR D'ALENE, ID 83814

ACCOUNT NO: 1080003715

ROUTING NUMBER: 123171955

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME: IRIS MOMBER

FILE NUMBER: 471593-C (ms)

ATTENTION: MARY SPRIDGEON

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **FIRST AMERICAN TITLE COMPANY**. PLEASE NOTIFY MARY SPRIDGEON AT (208)667-0567 WHEN YOU HAVE TRANSMITTED YOUR WIRE.

FAX NUMBER: **(208)765-2050**

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

 First American Title Owner's Policy	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company POLICY NUMBER 5011400-471593-C
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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

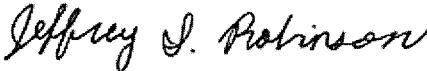
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public

Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including 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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**

 <i>First American Title</i> Schedule A	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company POLICY NUMBER 5011400-471593-C
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First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

File No.: **471593-C**
 Address Reference: **7098 W Ben Pointe Road Worley, ID 83876**

Amount of Insurance: **\$130,000.00** Premium: **\$765.00**
 Date of Policy: **November 26, 2014 at 11:39 A.M.**

1. Name of Insured:
Iris Momber
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Iris Momber, a married woman, subject to the community interest of her spouse
4. The Land referred to in this policy is described as follows:

THAT PORTION OF GOVERNMENT LOTS 4 AND 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, KOOTENAI COUNTY, STATE OF IDAHO, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181; THENCE

NORTH 73°23' WEST, 100 FEET; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SHORE OF COEUR D'ALENE LAKE TO THE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET; THENCE

NORTH 50°09' WEST, 100 FEET; THENCE

NORTH 75°37' WEST, 100 FEET ALL ALONG THE SHORE OF COEUR D'ALENE LAKE; THENCE

NORTH 27°49' EAST, 218.1 FEET; THENCE

SOUTH 79°27' EAST, 97.25 FEET; THENCE

SOUTH 53°41 1/2' EAST, 130 FEET; THENCE

SOUTH 44°54 1/2' EAST, 109.68 FEET; THENCE

SOUTH 37°04 1/2' WEST, 227.95 FEET TO THE POINT OF BEGINNING.

EXCEPT TAX NUMBER 11782 DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 5, IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING A PORTION OF TAX NUMBER 6874, BOOK 234, PAGE 456, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 OF SECOND ADDITION TO BENPOINT, AS RECORDED IN BOOK "D" OF PLATS, PAGE 181, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE

NORTH 73°23' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8590 AS RECORDED IN BOOK 79, PAGE 977; THENCE

NORTH 47°58' WEST, 100 FEET ALONG THE SOUTHWESTERLY LINE OF TAX NUMBER 8128, AS RECORDED IN BOOK 278, PAGE 858, TO THE TRUE POINT OF BEGINNING; THENCE

NORTH 43°25' WEST, 100 FEET ALONG THE SHORE OF LAKE COEUR D'ALENE; THENCE

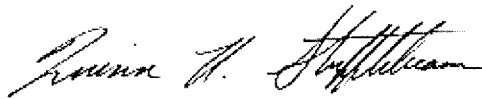
CONTINUING ALONG THE SHORE, NORTH 50°09' WEST, 48.86 FEET; THENCE

NORTH 32°32'50" EAST, 224.30 FEET; THENCE

SOUTH 53°41'30" EAST, 56.54 FEET; THENCE

SOUTH 44°54'30" EAST, 109.68 FEET TO THE NORTHWESTERLY CORNER OF SAID TAX NUMBER 8128; THENCE

SOUTH 37°04'30" WEST, 227.95 FEET ALONG THE WESTERLY LINE OF TAX NUMBER 8128 TO THE POINT OF BEGINNING.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

 <i>First American Title</i> Schedule B	Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company POLICY NUMBER 5011400-471593-C
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File No. 471593-C

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any failure of the Kootenai County Treasurer's office to provide information on all assessments owed.
8. Levies and assessments of Ben Pointe Road Association for which we find no delinquencies of record.
9. Agreement upon the terms, conditions and provisions contained therein:
Parties: Irving H. Bennion, Trustee of the Bennion Benpoint Trust B and Frank J. Kottke
Recorded: July 10, 1975, Instrument No. 677152
10. Provisions in deed to Tibor Klobusicky and Nadine Klobusicky, husband and wife, recorded February 4, 1980, as Instrument No. 832614.
11. Easement granted to Kootenai Electric Cooperative, recorded September 29, 1980, as Instrument No. 854699.

12. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Joseph B. and Betty Joan Olson, husband and wife and Thomas E. and Helen Busch, husband and wife and Dennis Wagner and Terrill Wagner, husband and wife
Recorded: December 20, 1984, Instrument No. 994770

Said easement as corrected by document recorded January 2, 1986 as Instrument No. 1031840.

13. Easement granted to Kootenai Electric Cooperative, recorded March 26, 1986, as Instrument No. 1039436.

14. Water Rights Agreement upon the terms, conditions and provisions contained therein:
Parties: Elizabeth Klobusicky-Mailaender, Nadine Young and Iris Klobusicky Momber and Charles and Terry Daugherty
Recorded: September 3, 1993, Instrument No. 1319153

15. An Encroachment Permit No. ERL-95-S-564A between the Idaho Department of Lands and Iris Klobusicky Momber & Chuck and Terry Daugherty, recorded September 24, 1993 as Instrument No. 1321739.

Assignment of Encroachment Permit recorded November 27, 2013 as Instrument No. 2438221000.

16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 12, 1986, as Instrument Number 1043896 in Book 4 of Surveys at page 335, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Said Survey was amended by survey recorded November 24, 1986 as Instrument No. 1067014 and amended June 29, 1987 as Instrument No. 1088433.

17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded April 1, 1980, as Instrument Number 837604 in Book 2 of Surveys at page 71, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

18. Any claim arising from the difference in the mean high water line of the Coeur d'Alene Lake and the meander line as shown by the Original Government Survey.

19. Title to the State of Idaho to the bed of Coeur d'Alene Lake, a navigable body of water, to the natural or ordinary high water line.

20. Any claim that may arise that the waterfront boundary of said land has shifted because of alluvial action, erosion or change in the level of the waters of Coeur d'Alene Lake.

21. Water rights, claims or title to water, whether or not the matters are shown by the public records.



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 6, 2015

IRIS MOMBER
EULENSPIEGELSTR. 76a
D-81739 MUNICH GERMANY D-81739

Re: Change of Ownership for Water Right/Permit No(s): 95-12487

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

Hersley, Jean

From: Block, Darla
Sent: Friday, March 13, 2015 10:40 AM
To: Hersley, Jean
Subject: FW: Notification of change of water right ownership 95-12487
Attachments: NOTICE_OF_CHANGE_OF_WATER_RIGHT_OWNERSHIP.pdf; Purchase Sale Agreement.pdf; PSA_20141120_Exhibit_A.pdf; 471593 Buyer.pdf; FA Own Pol Standard-ID_MT_WA-N.PDF; Transfer Application Layouts Map1.JPG; Transfer Application Internet Mapping 2.JPG

From: Momber Iris - Munich-MR [<mailto:imomber@munichre.com>]
Sent: Friday, March 13, 2015 8:21 AM
To: Block, Darla
Cc: fyrebird@t-online.de
Subject: Notification of change of water right ownership 95-12487

Dear Ms. Block,

As advised by Eric Davis at the IDWR Coeur d'Alene office, I am submitting the Notice of Change of Water Right Ownership to your Boise office, and am putting a check for the \$25 fee into the mail.

I appreciate your help and kindly ask you to also include the address put in cc in any e-mail communication.

Best regards,

Iris Momber

Von: Harold Kühlbrandt [<mailto:harold.kuehlbrandt@t-online.de>] **Im Auftrag von** fyrebird@t-online.de
Gesendet: Samstag, 7. März 2015 23:11
An: Eric.Davis@idwr.idaho.gov
Cc: Momber Iris - Munich-MR
Betreff: WG: Water right 95-12487

Dear Eric,

I am sending you attached the conveyance documents, the completed form and maps as requested in the notice of change form you sent me. Could you please confirm to me that these are the now complete?

I will then send them to the Boise Office, PO Box 83720, Boise, ID 83720 with a check for \$25. Thank you.

Iris Momber

Von: Davis, Eric [<mailto:Eric.Davis@idwr.idaho.gov>]
Gesendet: Donnerstag, 5. März 2015 17:56
An: Momber Iris - Munich-MR
Cc: fyrebird@t-online.de
Betreff: RE: Water right 95-12487

The ownership change is required to update this water right. Item 6 not applicable to this water right at this time.
Thanks

Eric Davis
Northern Region, Stream Channel Protection Specialist
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763

(208)-762-2800

eric.davis@idwr.idaho.gov

From: Momber Iris - Munich-MR [<mailto:imomber@munichre.com>]
Sent: Thursday, March 05, 2015 8:07 AM
To: Davis, Eric
Cc: fyrebird@t-online.de
Subject: AW: Water right 95-12487

Dear Eric,

Thank you for sending me the form for a name change. Is a name change necessary in this case. Does not changing the name constitute any type of disadvantage? Also, might I ask you to let me know if item 6 regarding the Water Supply Bank is applicable in this case? I am not aware of any lease situation. Is this \$25 fee applicable here?

I appreciate your help. Might I ask you to also send your response to the Cc address.

I appreciate your help.

Iris Momber

Von: Harold Kühlbrandt [<mailto:harold.kuehlbrandt@t-online.de>]
Gesendet: Samstag, 14. Februar 2015 09:28
An: Momber Iris - Munich-MR
Betreff: WG: Water right 95-12487

Von: Davis, Eric [<mailto:>]
Gesendet: Freitag, 13. Februar 2015 23:24
An: fyrebird@t-online.de
Betreff: Water right 95-12487

Hi Iris

The water goes to the location of use. To remove Nadine Young please use the attached form.

http://idwr.idaho.gov/RulesStatutesForms/WaterRights/PDFs/NOTICE_OF_CHANGE_OF_WATER_RIGHT_OWNERSHIP.pdf

<http://idwr.idaho.gov/RulesStatutesForms/WaterRights/WaterRightForms.htm>

You will need to send this the Boise Office
PO Box 83720, Boise, ID 83720

Eric Davis
Senior Water Resource Agent
IDWR
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815

208-762-2800

Münchener Rückversicherungs-Gesellschaft ("Munich Reinsurance Company") is a reinsurance company organized under the laws of Germany. In some countries, including in the United States, Munich Reinsurance Company holds the status of an unauthorized reinsurer. Policies are underwritten by Munich Reinsurance Company or its affiliated insurance and reinsurance subsidiaries. Certain coverages are not available in all jurisdictions.

Münchener Rückversicherungs-Gesellschaft
Aktiengesellschaft in München
Königinstraße 107, 80802 München
Sitz der Gesellschaft: München
Amtsgericht München, HRB 42039

Vorsitzender des Aufsichtsrats: Dr. Bernd Pischetsrieder
Vorstand: Dr. Nikolaus von Bomhard, Vorsitzender;
Giuseppina Albo, Dr. Ludger Arnoldussen,
Dr. Thomas Blunck, Dr. Doris Höpke,
Dr. Torsten Jeworrek, Dr. Peter Röder,
Dr. Jörg Schneider, Dr. Joachim Wenning