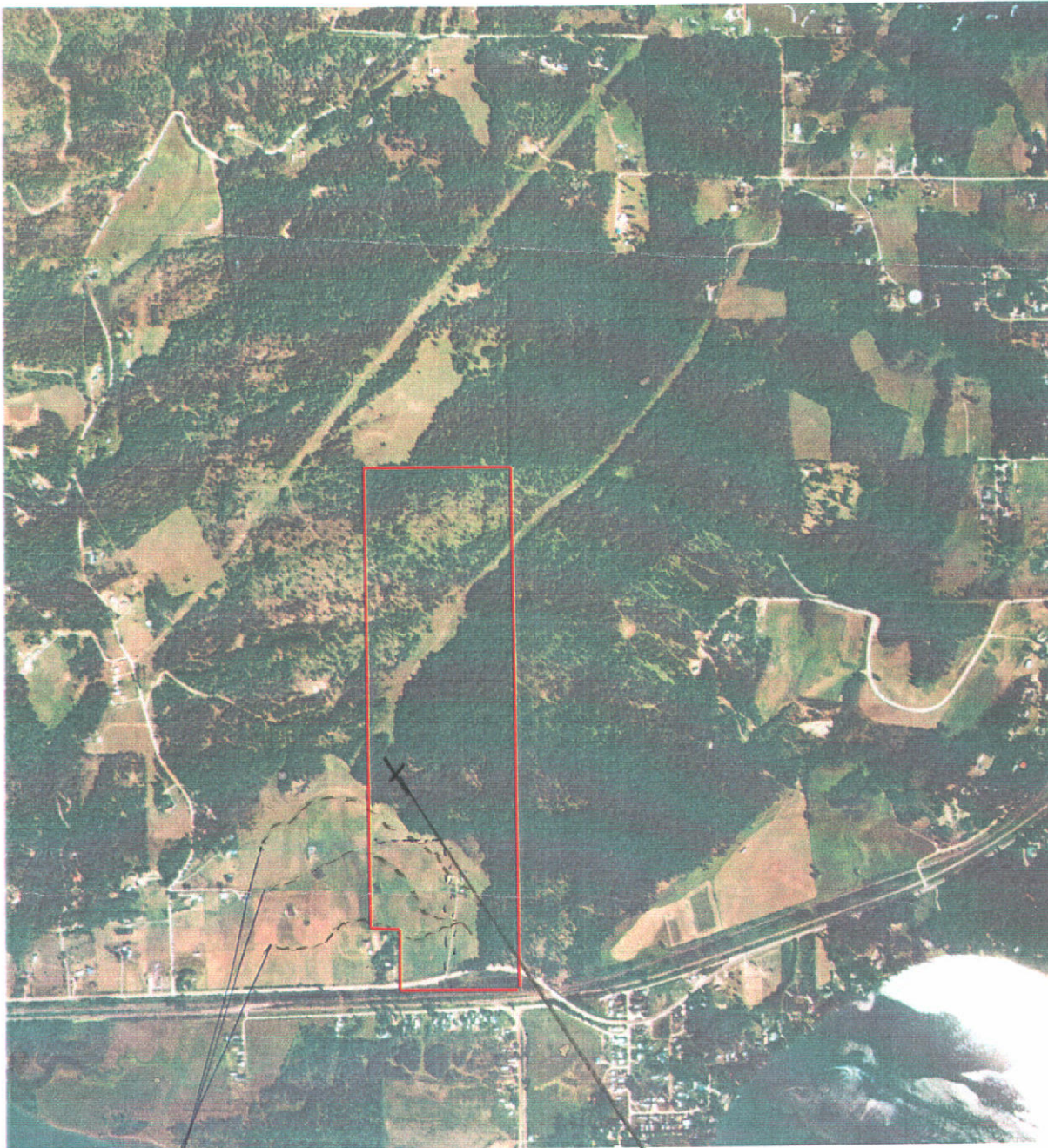


SUBJECT AERIAL PHOTO



IRRIGATION DITCHES?
96-4212

SPRING
96-4116

MAP OF PROPERTY

MICROFILMED

JAN 29 2003

2500/pe

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED**MAY 17 2001****DEPARTMENT OF WATER RESOURCES**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
96-4116					
~~96-4115~~	Split into		96-09101		
96-4122			96-09103		

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

THE ESTATE OF WILLIAM N. + RUTH M. SHERWOOD
 c/o RICHARD W. SHERWOOD 143 SHERWOOD RD.
 BOX 219 SAGE ID 83860

4. New Owner/Claimant(s)

SUSAN AND MARK KUBIAK

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 142

City, State and ZIP Code

DOVER ID 83825

New Telephone Number

(208) 263-9792

5. Date you acquired the property

1/25/2001

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>96-4116</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock	<u>0.02 CFS</u>	
Domestic	<u>0.1 CFS</u>	
Other		
Total	<u>0.12 CFS</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>96-4212</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>1.5</u>	<u>32 ACRES</u>
Stock		<u>1 home</u>
Domestic	<u>0.04</u>	
Other		
Total	<u>1.54 CFS</u>	

7. Signature of New Owner(s) or Claimant(s) MARK KUBISK SUSAN KUBISK
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by dp Date 5/3/01 Fee \$25 x 2 = \$50.00
 Received by dp Date 5/3/01 Receipt No. N 014325
 Processed by AJ Date 5/3/01 WR 96-4212 Date 5/3/01

additional fee of \$75.00 on receipt C055062 - 7-23-01 - Ret
 for split on 96-4212/\$75.00 --- #C061642 --- 425-02 --- 8mm

RECEIVED

FEB 22 2002

Department of Water Resources

475158

FILED BY *R. Greene*

'95 OCT 31 PM 2 04

MADE SCOTT
RECORDED BY BONNER
COUNTY DEP.

RAYMOND T. GREENE, JR., P. A.
Law Offices
320 N. Second Avenue
Sandpoint, ID 83864-1497
Telephone No. 263-5121

EASEMENT

WHEREAS, W. N. SHERWOOD and RUTH M. SHERWOOD, husband and wife, Grantors, are the owners of:

That part of the East Half of the East Half of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying North of the Burlington Northern Railroad right of way,

EXCEPT State Highway 2 (200), and

ALSO LESS a tract described as follows:

Beginning at a point where the North-South centerline of the Southeast Quarter of said Section 30 intersects the North right of way line of Highway No. 200; thence North 230 feet; thence East 140 feet; thence South 230 feet more or less to the North right of way line of said Highway No. 200; thence Westerly along said right of way line 140 feet more or less to the point of beginning.

And, GAIL R. CURLESS and PAUL W. CURLESS, JR., her husband, Grantees, are the owners of:

Beginning at a point where the North-South centerline of the Southeast Quarter of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, intersects the North right of way line of Highway No. 200; thence North 230 feet; thence East 140 feet; thence South 230 feet more or less to the North right of way line of said Highway No. 200; thence Westerly along said right of way line 140 feet more or less to the point of beginning.

A tract of land beginning where the North-South centerline of the Southeast Quarter of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho intersects the North right of way line of State Highway 200; thence North 913 feet; thence West 475 feet; thence South 922 feet to the North right of way line of said Highway 200; thence North 88 degrees 33' East 83 feet; thence North 7 feet; thence North 88 degrees 33' East 392 feet to the point of beginning.

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JAN 29 2002

A tract in the Southeast Quarter of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho described as follows:

Beginning at the exact center of said Section 30; thence East 880 feet to the true point of beginning; thence South 1340 feet; thence East 440 feet to the centerline of said Section 30; thence North 1340 feet to the East-West centerline of said Section 30; thence West 440 feet to the true point of beginning.

SUBJECT To 60 foot wide easement along the south line of said described tract.

AND, WHEREAS, for some years last past these parties have had the use and benefit of the waters from several springs located in the Northeasterly portion of Grantors' described properties together with the conduits therefrom Southerly over and across Grantors' said properties, including a holding tank thereon. The parties have repaired and maintained said facilities at all times.

NOW THEREFORE, these parties wish to reduce an easement to said water lines, conduits and use of the said springs to writing and in aid thereof:

Grantors do hereby give, grant and convey unto Grantees an easement over and across their said described properties for the use and benefit of Grantees' described properties for the use of the water lines, conduits and the holding tank from the springs in the Northeasterly portion of Grantors' tract Southerly as said lines, conduits and tank are in place and existing and in use and for the purpose of transporting water from said springs to Grantees' said properties. Said use is and shall be in common with Grantors.

Any and all repairs and maintenance of said facilities shall be equally borne by and between the parties.

96-4116

PROVIDED, HOWEVER, that said easement granted herein shall become void and cease should Grantees' properties be sold or transferred by Grantees to, or title thereto be in the name of third persons other than the heirs and devisees of Grantees.

This easement shall be binding upon the heirs, assigns and personal representatives of the parties hereto.

SIGNED this 24th day of October, 1995.

W. N. Sherwood
W. N. Sherwood

Ruth M. Sherwood
Ruth M. Sherwood

GRANTORS

Paul W. Curless
Paul W. Curless

Paul W. Curless, Jr.
Paul W. Curless, Jr.

GRANTEES

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

On this 24th day of October, 1995, before me, the undersigned, a Notary Public for said State, personally appeared W. N. SHERWOOD and RUTH M. SHERWOOD, known or identified to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Randy T. Howard
Notary Public for the State of Idaho,
Residing at Sandpoint therein.
My commission expires: 1-20-2000

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

On this 31st day of October, 1995, before me, the undersigned, a Notary Public for said State, personally appeared GAIL R. CURLESS and PAUL W. CURLESS, JR. known or identified to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Rene M. Burrows
Notary Public for the State of Idaho
Residing at Sandpoint therein.
My commission expires: 8/1/97

STATE OF IDAHO
County of Bonner
I, Marie Scott, County Recorder in and for the county and state aforesaid, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof recorded in my office by instrument number 475158

Witness my hand and official seal,
the 7 day of July, 2000.

MARIE SCOTT, County Recorder
By L. Roberts Deputy

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JAN 29 2003

AFTER RECORDING MAIL TO:

THE GRANTEE



576040

INSTRUMENT NO. 00026262

WARRANTY DEED

For Value Received RICHARD W. SHERWOOD, SUCCESSOR TRUSTEE OF THE SHERWOOD TRUST, the grantor(s), do(es) hereby grant, bargain, sell and convey unto MARK S. KUBIAK and SUSAN F. KUBIAK, Husband and Wife, the grantee(s) whose current address is PO. Box 142, Dover, Id 83825, the following described premises, in Bonner County Idaho, to wit:

See Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except those matters shown on the Exceptions Exhibit attached hereto and made a part hereof, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: JANUARY 25, 2001

Richard W. Sherwood
RICHARD W. SHERWOOD
SUCCESSOR TRUSTEE

STATE OF IDAHO

COUNTY OF BONNER

} SS

On 25TH day of JANUARY, 2001, before me, the undersigned, a Notary Public in and for the said State, personally appeared RICHARD W. SHERWOOD known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Trustee(s) of the Trust for the benefit of THE SHERWOOD TRUST, and acknowledged to me that he/she/they executed the same as Trustees.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lisa Wright
Notary Public in and for said County and State

Residing at: Sagle

Commission Exp.: 2/20/05

RECORDING DATA:

SANDPOINT TITLE INSURANCE
2001 JAN 26 1 P 2:45
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

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143 2 9 2003

EXCEPTIONS EXHIBIT

SUBJECT TO:

ANY TAXES CONCERNING THE PROPERTY IN QUESTION RELATING TO FOREST LAND TAXATION ACTS OF THE STATE OF IDAHO.

ASSESSMENTS FOR CITY OF DOVER, IF ANY, WHICH ARE EXCLUDED FROM THE COVERAGE AFFORDED HEREBY.

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: DECEMBER 28, 1909

INSTRUMENT NO: 11410

BOOK/PAGE: 19 OF DEEDS/PAGE 192

IN FAVOR OF: NORTHERN IDAHO AND MONTANA POWER COMPANY, LIMITED, A CORPORATION

FOR: INGRESS AND EGRESS

AFFECTS: SUBJECT PROPERTY

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: JUNE 30, 1911

BOOK/PAGE: 3 OF MISCELLANEOUS/PAGE 315

IN FAVOR OF: NORTHERN IDAHO AND MONTANA POWER COMPANY, A CORPORATION

FOR: INGRESS AND EGRESS

AFFECTS: SUBJECT PROPERTY

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: JULY 15, 1949

INSTRUMENT NO: 28275

BOOK/PAGE: 15 OF MISCELLANEOUS/PAGE 633

IN FAVOR OF: MOUNTAIN STATES POWER COMPANY, A DELAWARE CORPORATION

FOR: ELECTRIC POWER LINE, TELEPHONE OR AERIAL CABLE LINE

AFFECTS: SUBJECT PROPERTY

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: JANUARY 23, 1961

BOOK/PAGE: 28 OF MISCELLANEOUS/PAGE 217

IN FAVOR OF: PACIFIC GAS TRANSMISSION COMPANY, A CALIFORNIA CORPORATION

FOR: INSTALL, REPLACE, MAINTAIN, USE AND REMOVE PIPELINE OR LINES

AFFECTS: SUBJECT PROPERTY

AMENDED RIGHT OF WAY AGREEMENT, RECORDED APRIL 9, 1968, AS INSTRUMENT NO. 115908, RECORDS OF BONNER COUNTY, IDAHO.

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: FEBRUARY 14, 1961

INSTRUMENT NO: 79343

BOOK/PAGE: 28 OF MISCELLANEOUS/PAGE 285

IN FAVOR OF: PACIFIC GAS TRANSMISSION COMPANY, A CALIFORNIA CORPORATION

FOR: INSTALL, REPLACE, MAINTAIN, USE AND REMOVE PIPELINE OR LINES

AFFECTS: SUBJECT PROPERTY

EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

RECORDED: OCTOBER 26, 1970

INSTRUMENT NO.: 130186

IN FAVOR OF: PACIFIC POWER AND LIGHT COMPANY

FOR: ELECTRIC DISTRIBUTION LINE WITH APPURTENANCES AND INCIDENTAL PURPOSES INCLUDING RIGHT OF INSPECTION

AFFECTS: SUBJECT PROPERTY

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: AUGUST 30, 1973

INSTRUMENT NO.: 152035

BOOK/PAGE: 51 OF MISCELLANEOUS/PAGE 362

IN FAVOR OF: NORTHERN LIGHTS, INC.

FOR: AN ELECTRIC DISTRIBUTION LINE WITH APPURTENANCES AND INCIDENTAL PURPOSES INCLUDING RIGHT OF INSPECTION

AFFECTS: SUBJECT PROPERTY

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JUN 29 2003

X Rws
X

EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: OCTOBER 31, 1995

INSTRUMENT NO: 475158

IN FAVOR OF: GAIL R. CURLESS AND PAUL W. CURLESS JR., WIFE AND HUSBAND
FOR: EASEMENT TO SAID WATER LINES, CONDUITS AND USE OF THE SAID SPRING
AFFECTS: SUBJECT PROPERTYRECORD OF SURVEY, RECORDED SEPTEMBER 29, 2000, AS INSTRUMENT NO. 570733, RECORDS OF BONNER
COUNTY, IDAHO.

96-4116

X *Rud.*X

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JAN 29 2003

Exhibit A

The East half of the East half lying North of the Great Northern Railway Right of Way of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho;

EXCEPT Highway 2 (200);

ALSO EXCEPT Tax Nos. 52 and 70.

Tax 52 described as follows:

Beginning at a point where the North-South centerline of the Southeast quarter of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, intersects the North right of way line of Highway No. 200;

thence North 230 feet;

thence East 140 feet;

thence South 230 feet, more or less, to the North right of way line of said Highway No. 200;

thence Westerly along said right of way line 140 feet, more or less, to the point of beginning.

Tax No. 70 described as follows:

A part of the East half of the East half of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at the intersection of the West line of said East half of the East half with the North right of way line of Highway No. 200;

thence North along said West line 600 feet;

thence due East 200 feet;

thence South parallel to the West line of said East half of the East half of the North right of way line of Highway No. 200;

thence West along said North right of way line to the point of beginning;

EXCEPT a tract described as follows:

Beginning at a point where the North-South centerline of the Southeast quarter of said Section 30 intersects the North right of way line of Highway No. 200;

thence North 230 feet;

thence East 140 feet;

thence South 230 feet, more or less, to the North right of way line of said Highway No. 200;

thence Westerly along said right of way line 140 feet, more or less, to the point of beginning.

X R. W. S.

X

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JAN 24 2003

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

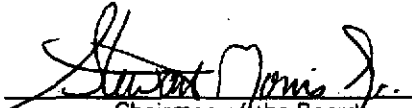
GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

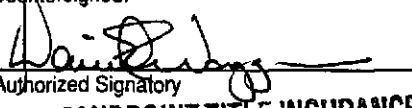
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

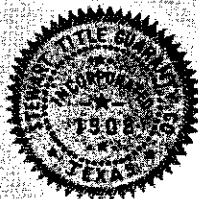

Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


Authorized Signatory
SANDPOINT TITLE INSURANCE
Company



City, State

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

JAN 29 2003

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness 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 covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. 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 indebtedness 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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly

reserves the right, in its discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. 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, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

7. DETERMINATION, EXTENT OF LIABILITY AND COVERAGE.

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, 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 therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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 the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto 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, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P. O. Box 2029, Houston, Texas 77252-2029.

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JAN 29 2003

STEWART TITLE
GUARANTY COMPANY



Sandpoint Title Insurance, Inc.

Agent for
Stewart Title Guaranty

OWNER'S TITLE INSURANCE POLICY

Schedule A

File Number **00026262**

Date of Policy: **01/26/2001 at 2:46 P.M.**

Policy Number: **O-9993-2169193**

Amount of Insurance **\$625,000.00**

Premium: \$1,936.00

Shows Credit: ☐

1. Name of Insured:

MARK S. KUBIAK and SUSAN F. KUBIAK

2. The estate or interest in the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

MARK S. KUBIAK and SUSAN F. KUBIAK, HUSBAND AND WIFE

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

See Exhibit A attached hereto and made a part hereof.

Sandpoint Title Insurance, Inc.

By: _____

Authorized Officer of Agent

MICROFILMED

JAN 28 2003

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

OWNER'S TITLE INSURANCE POLICY

SCHEDULE B

File Number: 00026262

Policy No. O-9993-2169193

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

1. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Rights or claims of parties in possession, or claiming to be in possession, not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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 record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
6. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
7. ANY TAXES CONCERNING THE PROPERTY IN QUESTION RELATING TO FOREST LAND TAXATION ACTS OF THE STATE OF IDAHO.
8. ASSESSMENTS FOR CITY OF DOVER, IF ANY, WHICH ARE EXCLUDED FROM THE COVERAGE AFFORDED HEREBY.
9. EASEMENT AND CONDITIONS CONTAINED THEREIN:
RECORDED: DECEMBER 28, 1909
INSTRUMENT NO: 11410
BOOK/PAGE: 19 OF DEEDS/PAGE 192
IN FAVOR OF: NORTHERN IDAHO AND MONTANA POWER COMPANY, LIMITED, A CORPORATION
FOR: INGRESS AND EGRESS
AFFECTS: SUBJECT PROPERTY
10. EASEMENT AND CONDITIONS CONTAINED THEREIN:
RECORDED: JUNE 30, 1911
BOOK/PAGE: 3 OF MISCELLANEOUS/PAGE 315
IN FAVOR OF: NORTHERN IDAHO AND MONTANA POWER COMPANY, A CORPORATION
FOR: INGRESS AND EGRESS
AFFECTS: SUBJECT PROPERTY
11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
RECORDED: JULY 15, 1949
INSTRUMENT NO: 28275
BOOK/PAGE: 15 OF MISCELLANEOUS/PAGE 633
IN FAVOR OF: MOUNTAIN STATES POWER COMPANY, A DELAWARE CORPORATION
FOR: ELECTRIC POWER LINE, TELEPHONE OR AERIAL CABLE LINE
AFFECTS: SUBJECT PROPERTY
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
RECORDED: JANUARY 23, 1961

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

SCHEDULE B - continued

File Number: **00026262**

Policy No. **O-9993-2169193**

BOOK/PAGE: 28 OF MISCELLANEOUS/PAGE 217
IN FAVOR OF: PACIFIC GAS TRANSMISSION COMPANY, A CALIFORNIA CORPORATION
FOR: INSTALL, REPLACE, MAINTAIN, USE AND REMOVE PIPELINE OR LINES
AFFECTS: SUBJECT PROPERTY

AMENDED RIGHT OF WAY AGREEMENT, RECORDED APRIL 9, 1968, AS INSTRUMENT NO. 115908,
RECORDS OF BONNER COUNTY, IDAHO.

13. EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: FEBRUARY 14, 1961
INSTRUMENT NO: 79343
BOOK/PAGE: 28 OF MISCELLANEOUS/PAGE 285
IN FAVOR OF: PACIFIC GAS TRANSMISSION COMPANY, A CALIFORNIA CORPORATION
FOR: INSTALL, REPLACE, MAINTAIN, USE AND REMOVE PIPELINE OR LINES
AFFECTS: SUBJECT PROPERTY

14. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

RECORDED: OCTOBER 26, 1970
INSTRUMENT NO.: 130186
IN FAVOR OF: PACIFIC POWER AND LIGHT COMPANY
FOR: ELECTRIC DISTRIBUTION LINE WITH APPURTENANCES AND INCIDENTAL PURPOSES INCLUDING RIGHT OF INSPECTION
AFFECTS: SUBJECT PROPERTY

15. EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: AUGUST 30, 1973
INSTRUMENT NO.: 152035
BOOK/PAGE: 51 OF MISCELLANEOUS/PAGE 362
IN FAVOR OF: NORTHERN LIGHTS, INC.
FOR: AN ELECTRIC DISTRIBUTION LINE WITH APPURTENANCES AND INCIDENTAL PURPOSES INCLUDING RIGHT OF INSPECTION
AFFECTS: SUBJECT PROPERTY

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:

RECORDED: OCTOBER 31, 1995
INSTRUMENT NO: 475158
IN FAVOR OF: GAIL R. CURLESS AND PAUL W. CURLESS JR., WIFE AND HUSBAND
FOR: EASEMENT TO SAID WATER LINES, CONDUITS AND USE OF THE SAID SPRING
AFFECTS: SUBJECT PROPERTY

17. RECORD OF SURVEY, RECORDED SEPTEMBER 29, 2000, AS INSTRUMENT NO. 570733, RECORDS OF BONNER COUNTY, IDAHO..

18. MORTGAGE AND TERMS AND CONDITIONS THEREOF:

MORTGAGOR: MARK S. KUBIAK AND SUSAN F. KUBIAK, HUSBAND AND WIFE
MORTGAGEE: RICHARD W. SHERWOOD, SUCCESSOR TRUSTEE OF THE SHERWOOD TRUST
ORIGINAL AMOUNT: \$200,000.00, PLUS INTEREST
DATED/RECORDED: JANUARY 25, 2001/JANUARY 26, 2001
INSTRUMENT NO.: 576041

END OF SCHEDULE B

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JAN 29 2003

Exhibit A

The East half of the East half lying North of the Great Northern Railway Right of Way of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho;

EXCEPT Highway 2 (200);

ALSO EXCEPT Tax Nos. 52 and 70.

Tax 52 described as follows:

Beginning at a point where the North-South centerline of the Southeast quarter of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, intersects the North right of way line of Highway No. 200;

thence North 230 feet;

thence East 140 feet;

thence South 230 feet, more or less, to the North right of way line of said Highway No. 200;

thence Westerly along said right of way line 140 feet, more or less, to the point of beginning.

Tax No. 70 described as follows:

A part of the East half of the East half of Section 30, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at the intersection of the West line of said East half of the East half with the North right of way line of Highway No. 200;

thence North along said West line 600 feet;

thence due East 200 feet;

thence South parallel to the West line of said East half of the East half of the North right of way line of Highway No. 200;

thence West along said North right of way line to the point of beginning;

EXCEPT a tract described as follows:

Beginning at a point where the North-South centerline of the Southeast quarter of said Section 30 intersects the North right of way line of Highway No. 200;

thence North 230 feet;

thence East 140 feet;

thence South 230 feet, more or less, to the North right of way line of said Highway No. 200;

thence Westerly along said right of way line 140 feet, more or less, to the point of beginning.

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10/29/2013

**POLICY
OF
TITLE
INSURANCE**

Surety of Contract

**STEWART TITLE
GUARANTY COMPANY**

P.O. Box 2029
Houston, Texas 77252

**STEWART TITLE
GUARANTY COMPANY**

ESTABLISHED 1893

INCORPORATED 1908

A NAME

RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH

QUALITY

JAN 29 2003

SUBJECT AERIAL PHOTO



IRRIGATION DITCHES?
96-4212

SPRING
96-4116

MAP OF PROPERTY

MICROFILMED

JAN 23 2003

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 96-9101

WATER RIGHT NUMBER: 96-9101

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	WILLIAM N SHERWOOD RT 2 BOX 219 SANDPOINT, ID 83864
Current Owner	MARK KUBIAK PO BOX 142 DOVER, ID 83825 (208) 263-9792
Current Owner	SUSAN KUBIAK PO BOX 142 DOVER, ID 83825 (208) 263-9792

Priority Date: 06/01/1935

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRINGS	SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	01/01 to 12/31	0.010 CFS	
DOMESTIC	01/01 to 12/31	0.070 CFS	
<u>Total Diversion:</u>		0.080 CFS	

Location of Point(s) of Diversion

SPRINGS	SE1/4NE1/4	Sec. 30, Twp 57N, Rge 02W, B.M.
BONNER County		
SPRINGS	NE1/4NE1/4	Sec. 30, Twp 57N, Rge 02W, B.M.
BONNER County		

Place of Use

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
57N	02W	30														X			X

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
57N	02W	30													X				X

MICROFILMED

JAN 29 2003

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 96-9101

Conditions of Approval:Remarks:

1. General 3 P/D IN SENE, S30, T57N, R2W.

Comments:

1. scurtis 4/26/2002 Change of Ownership
Comment: Right 96-4116 was split into 96-9100 and 96-9101 due to the filing of a Notice of Change of Water Right Ownership.

Dates and Other Information:

Licensed Date:
Decreed Date:
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Formal Action Date:
State or Federal:
Owner Name Connector: And
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

MICROFILMED

JAN 29 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 29, 2002

MARK KUBIAK
SUSAN KUBIAK
PO BOX 142
DOVER ID 83825

RE: Change of Ownership for Decreed Water Rights 96-9101 and 96-9103

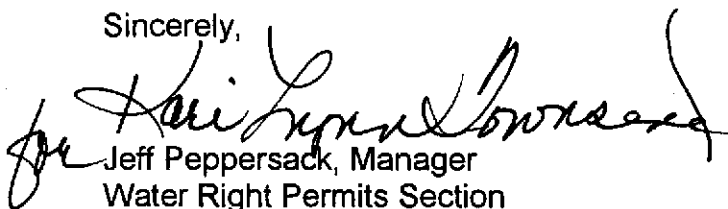
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records. Also enclosed are receipts for the \$200.00 filing fee.

Please 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.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

JAN 29 2003

4/22/2002

RECEIVED

APR 25 2002

Department of Water Resources

Dear Mr. Peppersack,

Enclosed please find a check for \$75.00 to cover the water claim split # 96-4116. Also enclosed is a copy of the flow rates for the "unamed springs" on our property. As we understand, and you have stated in conversation with Dan McLaughlin, our neighbor, our portion of the original right is $\frac{2}{3}$. As determined in 1976, the flow rate from the springs is 13 gallons per minute. $\frac{2}{3}$ of that would be 8.66 gallons per minute, our share of the original right.

When we first filed for this water right in May of 2001 we also filed for another; # 92-4212 for water diverted from Hornby Creek. As of yet we have heard nothing regarding this claim.

Your prompt response to my phone call to ID. Dept. of Water Resources on April 2, 2002 is indicative of your office's ability to act quickly. With that in mind we would appreciate an equally quick response to this letter and our claims.

Sincerely, *MSK*

MICROFILMED

JAN 29 2003

UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

RECEIVED

APR 25 2002

~~Department of Water Resources~~

June 3, 1976

Bob Sherwood
Rt. 2 Box 219
Sandpoint, Idaho
83864

Dear Mr. Sherwood:

On June 3, 1976, I visited your farm and measured the flow of water from the two springs. The results are as follows:

1. The upper spring was flowing at a rate of 10 gallons per minute.
2. The lower spring was flowing at a rate of 3 gallons per minute.

I hope that this information will be useful to you in the management of your water system.

Sincerely,

Vern Bromgard/ag

Vern Bromgard
District Conservationist
Sandpoint, Idaho

VB:aj

MICROFILMED

JAN 29 2003





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

April 3, 2002

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

MARK KUBIAK
SUSAN KUBIAK
PO BOX 142
DOVER ID 83825

RE: Water Right No. 96-4116 - Change in Water Right Ownership

Dear Mr. & Mrs. Kubiak:

We have received the Easement document you recently sent in support of your Notice of Change in Water Right Ownership for the above referenced water right.

After reviewing the document, I find that while it may nullify access to the springs and associated diversion and conveyance works by the successors of Paul and Gail Curless, it does not render the use of water on that property as forfeited or relinquished nor does it prevent the owner(s) from transferring their portion of the right to another point of diversion to which they may obtain access.

Contact with the assessor's office indicates that Paul and Gail Curless are still the owners of property within the NWSE. Because you do not own any property in the NWSE, the department must split this water right, retaining a portion for use in the NWSE. Before we can complete this process, we must receive an additional \$75 filing fee (splitting of a right requires a filing fee of \$100; you have already paid \$25) and you must identify for us how the 0.10 cfs for domestic use and 0.02 cfs for stockwater use is to be divided. Absent any information regarding the split, the department generally processes split rights based on proportional amounts owned by each water user. In this case, your portion would likely be 2/3 of the original right.

The department cannot process your change in ownership without the appropriate fees. We will hold processing for 30 days to allow you time to submit fees and the information requested. If we do not receive the necessary fees, we will return your notice and accompanying documentation and refund the \$25 fee already paid.

If you have any further questions, please give me a call at (208) 327-7940.

4/17/02

Sincerely,

Jeff Peppersack, Manager
Water Rights Permits Section

JP:klt

I received a call from Dan McKonklin, Realtor, on behalf of Kubiaks. We discussed the letter and clarified splitting of water rights and non-use of water. They will decide how to proceed and let us know.

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149 2 9 2003