



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 20, 2023

THE CJ FAMILY REVOCABLE TRUST
625 W DEER VALLEY RD STE 103-618
PHOENIX AZ 85027-2138

RE: Water Right Change in Ownership No(s): 95-4652 & 95-11813

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on October 23, 2023 for the above referenced water rights. The Notice could not be processed because filing fees have not been paid and the warranty has not been signed and notarized.

Please note that 95-4652 is still a statutory claim and will need to be filed for with adjudication. To resolve this situation, please contact a member of our adjudication staff.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 762-2800.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the number of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #7](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-4652	Yes ☐	Yes ☐		Yes ☐	Yes ☐
95-11813	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Claude Claflin & Joyce Claflin
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): The CJ Family Revocable Trust, Chad Miraglia Trustee
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

625 W. Deer Valley Rd, Suite 103-618

Mailing address

(775) 745-6898

Telephone

Phoenix

City

AZ

State

85027

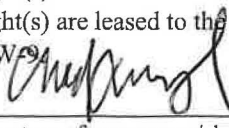
Zip

chadmiraglia@thrivos.com

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: 5/5/2020
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ 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:  Trustee 10/19/2023
Signature of new owner/claimant Title, if applicable Date
Chad Miraglia
Print name

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

Print name

For IDWR Office Use Only:

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**INSTRUCTIONS FOR FILING A
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the [Water Right and Adjudication Search](#).

Please note:

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. The fee for an Assignment of Permit is \$25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.
3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.
4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.

7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the [map tool](#) on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

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. If you are unsure about the status of your water right in the Water Supply Bank, go to the [Water Supply Bank Lease Search](#), input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Each of the owners must sign the Lessor Designation form. 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. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the [Request to Release](#) form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5882
(208) 334-2190

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment No.: 410107
Amend Sched A

SCHEDULE A

Escrow Officer: Keri Mitchell - keri@kootenaititle.com
Title Officer: Nikki Droll - nikkid@kootenaititle.com

Read & Approved by:

1. Commitment Date: April 15, 2020 at 05:00 PM

2. Policy to be issued:

a. Owner's Policy (ALTA Owners Policy (06/17/06))

Amount: \$620,500.00

Proposed Insured:

Premium: \$2,114.00

Chad Miraglia, Trustee for the CJ Family Revocable Trust

Total: \$2,114.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Patty Kinast, an unmarried woman

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company

Nikki Droll

By: _____
Kootenai County Title Company, Inc.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

Mark S. Sweeney

President

Attest

Daniel Wald

Secretary

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



ALTA Commitment for Title Insurance (08-01-16) - Schedule A

410107

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:
9660 S. Gozzer Rd.
Harrison, ID 83833

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

6. If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a copy of the trust instrument creating such trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that it is in full force and effect and that it has not been revoked or terminated.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
 2. 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.
 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. (a) Unpatented mining claims; (b) reservations 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) of (c) are shown by Public Records.
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
7. General Taxes and Assessments, which are a lien, for the year 2019, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent):
1st Installment: \$1,270.70, delinquent
2nd Installment: \$1,270.69, payable
Parcel No.: 49N03W089100
AIN No.: 127352
 8. General taxes for the year 2020, which are a lien, not yet due or payable.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

9. The lien for any taxes deferred by virtue of the designation of the insured land or any portion thereof as forest lands as provided by Section 63-1701 et. seq., of the Idaho Code
10. Assessments, if any, of the North Kootenai Water District.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: East Side Highway District
Purpose: grade, level, fill, drain, ave, build, maintain, repair
and rebuild a road or highway together with such bridges,
culverts, ramps and cuts as may be necessary
Recorded: October 3, 1980 -
Instrument No.: 855483 in Book 308 of Deeds at Page 903, records of
Kootenai County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company
Purpose: public utilities
Recorded: July 14, 1986
Instrument No.: 1051359 in Book 345 of Deeds at Page 61,
records of Kootenai County, Idaho.
13. Any rights, interests, or claims or other adverse matters which may exist or arise by reason of facts shown on Record of Survey recorded September 10, 2018, in Book 30 of Surveys at Page 280, records of Kootenai County, Idaho, including without limitation those described as follows:
 - a) discrepancies between the bearings, measurements and locations of record and those shown on said survey

END OF SCHEDULE B

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



The Land is described as follows:

The East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT any portion lying within road right of way.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

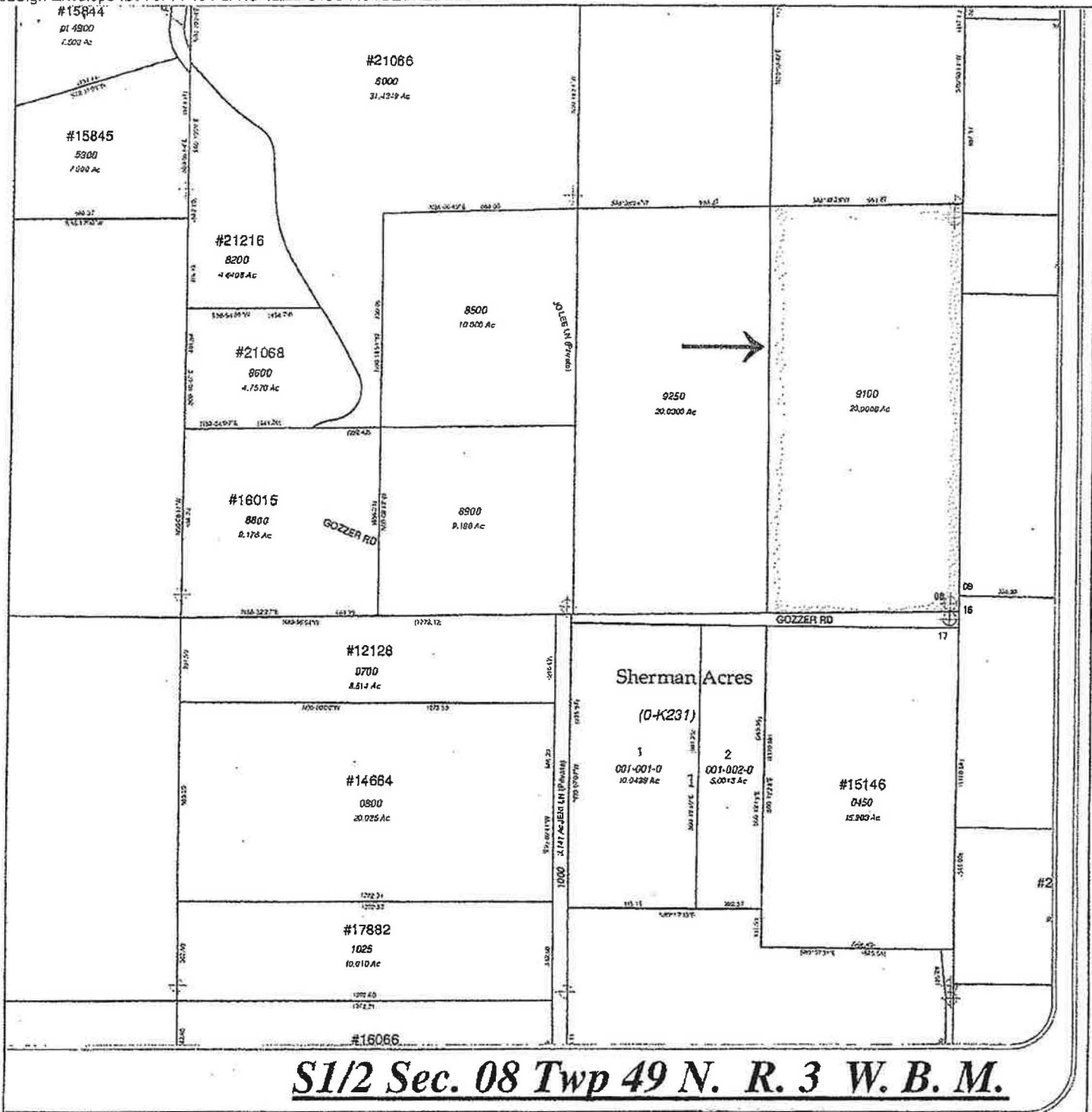
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Commitment for Title Insurance (08-01-16) - Schedule C

410107

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE C



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 49N03W089100

9660 S Gozzer Rd

Harrison, ID 83833

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment No.: 410107
Amend Sched A

SCHEDULE A

Escrow Officer: Keri Mitchell - keri@kootenaititle.com
Title Officer: Nikki Droll - nikkid@kootenaititle.com

Read & Approved by:
Patty Kinast
plc



1. Commitment Date: April 15, 2020 at 05:00 PM

2. Policy to be issued:

a. Owner's Policy (ALTA Owners Policy (06/17/06))

Amount: \$620,500.00

Proposed Insured:

Premium: \$2,114.00

Chad Miraglia, Trustee for the CJ Family Revocable Trust

Total: \$2,114.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Patty Kinast, an unmarried woman

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company

Nikki Droll

By: _____
Kootenai County Title Company, Inc.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
480 Second Avenue South, Minneapolis, Minnesota 55401
(612) 374-1111

By: David Wald President
David Wald Secretary

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:
9660 S. Gozzer Rd.
Harrison, ID 83833

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

6. If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a copy of the trust instrument creating such trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that it is in full force and effect and that it has not been revoked or terminated.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
 2. 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.
 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. (a) Unpatented mining claims; (b) reservations 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) of (c) are shown by Public Records.
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
7. General Taxes and Assessments, which are a lien, for the year 2019, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :
1st Installment: \$1,270.70, delinquent
2nd Installment: \$1,270.69, payable
Parcel No.: 49N03W089100
AIN No.: 127352
 8. General taxes for the year 2020, which are a lien, not yet due or payable.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

SCHEDULE B
(Continued)

9. The lien for any taxes deferred by virtue of the designation of the insured land or any portion thereof as forest lands as provided by Section 63-1701 et. seq., of the Idaho Code
10. Assessments, if any, of the North Kootenai Water District.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: East Side Highway District
Purpose: grade, level, fill, drain, ave, build, maintain, repair
and rebuild a road or highway together with such bridges,
culverts, ramps and cuts as may be necessary
Recorded: October 3, 1980
Instrument No.: 855483 in Book 308 of Deeds at Page 903, records of
Kootenai County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company
Purpose: public utilities
Recorded: July 14, 1986
Instrument No.: 1051359 in Book 345 of Deeds at Page 61,
records of Kootenai County, Idaho.
13. Any rights, interests, or claims or other adverse matters which may exist or arise by reason of facts shown on Record of Survey recorded September 10, 2018, in Book 30 of Surveys at Page 280, records of Kootenai County, Idaho, including without limitation those described as follows:

a) discrepancies between the bearings, measurements and locations of record and those shown on said survey

END OF SCHEDULE B

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

The East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT any portion lying within road right of way.

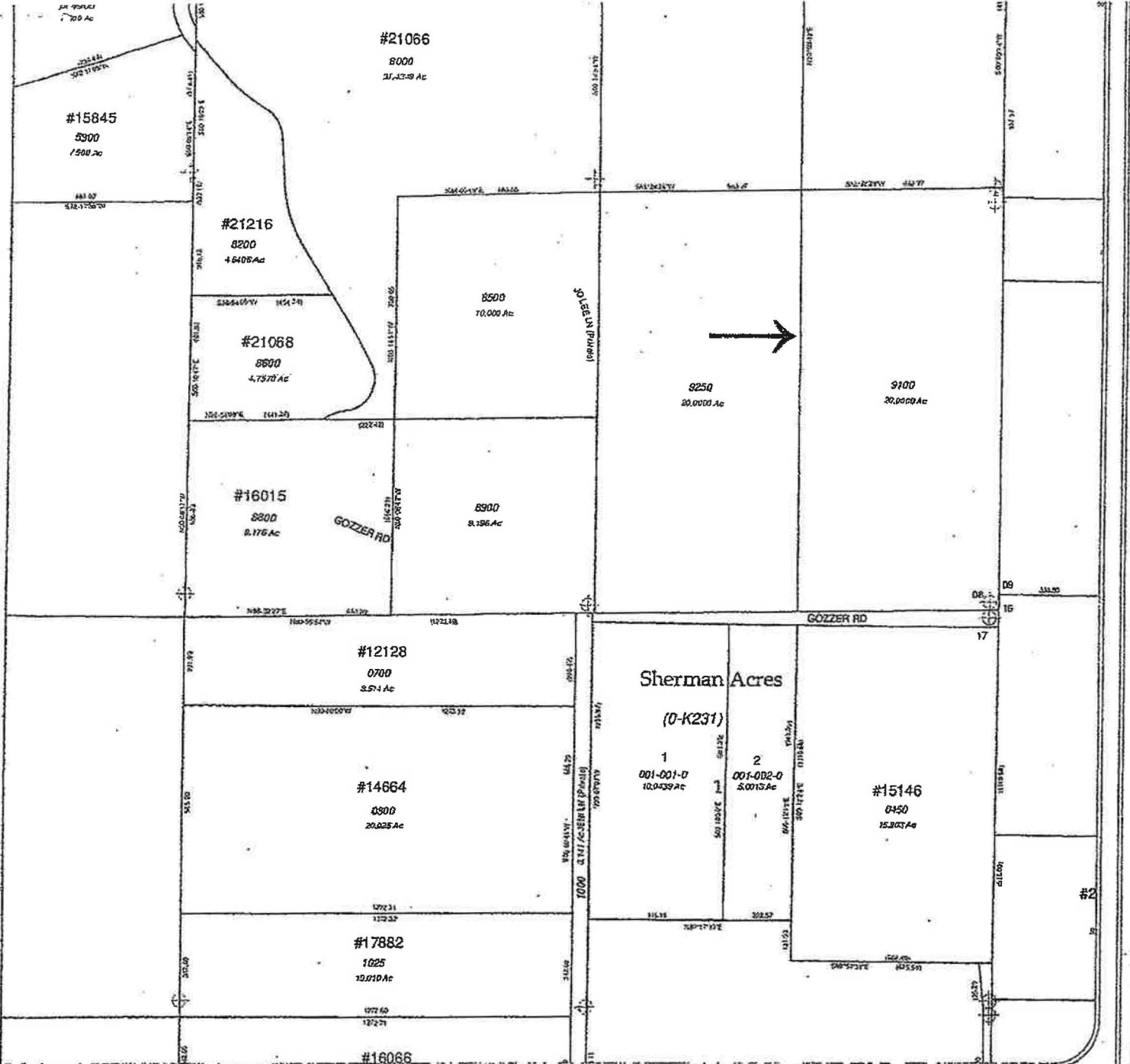
Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA Commitment for Title Insurance (08-01-16) - Schedule C

410107



S1/2 Sec. 08 Twp 49 N. R. 3 W. B. M.



KT KOOTENAI TITLE
 MAKE A REQUEST FOR THE BEST
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
 Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 49N03W089100
9660 S Gozzer Rd
Harrison, ID 83833

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

Buyer's Settlement Statement

Kootenai County Title Company, Inc.

1450 Northwest Blvd, Suite 200

Coeur D Alene, ID 83814

Phone: 208-667-9431 Fax: (208)765-1654

Settlement Date: 05/05/2020
 Escrow officer/Closer: Kerl Mitchell
 Order Number: 410107
 Buyer: The CJ Family Revocable Trust
 Seller: Patty Kinast
 PO Box 549
 Superopr, MT 59872-0549
 Property location: 9660 S. Gozzer Rd.
 Harrison, ID 83833

	Buyer	
	Debit	Credit
Financial Consideration		
Sale Price of Property	620,500.00	
Deposit		10,000.00
Prorations/Adjustments		
Solid Waste Proration 05/05/20-12/31/20	57.95	
County Taxes 01/01/20 - 05/05/20		837.91
Escrow/Title Charges		
Settlement Fee to Kootenai County Title Company, Inc.	750.00	
Recording Charges		
Recording Fees to Kootenai County Recorder	20.00	
Subtotals	621,327.95	10,837.91
Balance Due FROM Buyer		610,490.04
TOTALS	621,327.95	621,327.95

Buyer

The CJ Family Revocable Trust

BY: Chad Aric Miraglia, Trustee
 Chad Aric Miraglia, Trustee

Kerl Mitchell
 Kootenai County Title Company, Inc.
 Settlement Agent



1450 Northwest Blvd, Suite 200, Coeur D Alene, ID 83814
Phone: 208-667-9431 Fax: (208)765-1654

ESCROW INSTRUCTIONS

Date: April 29, 2020
Escrow No.: 410107
Escrow Officer: Keri Mitchell

Buyer:
Chad Aric Miraglia, Trustee of The CJ Family
Revocable Trust

Seller:
Patty Kinast

PO Box 549
Superopr, MT 59872-0549

The above stated Seller and Buyer employ Kootenai County Title Company, Inc. to act as Escrow Holder in connection with a sale by seller to buyer, upon the following terms and conditions which shall be complied with by said parties on or before May 5, 2020, except as otherwise specified herein:

Purchase Price	\$620,500.00
Earnest money paid by Buyer	\$10,000.00
New Loan amount	\$0.00
Seller Financing: Mortgage/Deed of Trust Amount	\$0.00

At the close of escrow, Buyer will hand you the balance of down payment (plus closing costs, if applicable) in certified or wired funds payable to Kootenai County Title Company, Inc. in the sum of

\$(AS PER SETTLEMENT STATEMENT)

And, on or before said date, Escrow Holder will be handed additional funds and/or instruments required to enable Escrow Holder to comply with these instructions, which Escrow Holder is instructed to use when in a position to disburse sale proceeds and procure/issue the following policy(ies) of title insurance:

- ☒ ALTA Owners Policy (06/17/06), in the amount of \$620,500.00;
, in the amount of \$ with endorsements (if applicable): N/A; issued from Old Republic National Title Insurance Company, covering the property located in the County of Kootenai, State of Idaho, more particularly described on the attached Exhibit "A":

SELLER/TRANSFEROR STATES THAT THE PROPERTY ADDRESS IS:

9660 S. Gozzer Rd.
Harrison, ID 83833

INSTRUMENT(S) ESCROW HOLDER IS INSTRUCTED TO PREPARE TO TRANSFER TITLE:

Warranty Deed

SHOW TITLE VESTED IN:

Chad Aric Miraglia, Trustee of The CJ Family Revocable Trust

Escrow Holder is authorized and instructed to insert the Buyer's exact vesting on the Deed over the signatures thereon without further instructions or approval.

POLICY TO BE ISSUED SUBJECT TO: Exceptions 1-6, 8, 10-13, as cited in Schedule B, Sections I and II of Commitment No. 410107, dated April 15, 2020 and issued by Kootenai County Title Company, Inc., which the undersigned Buyer acknowledges they have read and approved. Exceptions to policy which will be created due to instrument recording concurrently herewith or other special circumstance: N/A

PRORATIONS:

You are authorized and instructed to adjust or prorate the following as of May 5, 2020:

Property Taxes: Current year's taxes

Assessments: SOLID WASTE

Other Items to Prorate: N/A

Seller Initials Buyer Initials

<u>pk</u>	_____	The undersigned parties hereby acknowledge that all the contingencies and conditions of the original purchase and sale agreement and any and all related counter offers and/or addenda thereto, to which Escrow Holder is not an active party, have been met to the satisfaction of said parties.
<u>pk</u>	_____	If personal property is to be transferred as a part of this transaction, a Bill of Sale will be handed to the Escrow Holder for delivery to Buyer at the close of escrow. Escrow Holder assumes no liability as to the sufficiency of said Bill of Sale, nor as to the disposition, ownership, lien holder status, or condition of said personal property.
<u>pk</u>	_____	The undersigned parties hereby acknowledge that Kootenai County Title Company, Inc. has not performed any search regarding the ownership or claim of any water rights pertaining to said property, and makes no warranties or representations regarding same. Transfer of any water rights and/or adjudication claims should be handled outside of escrow; however, Escrow Holder may forward any transfer documents, as completed by the undersigned parties, to the Idaho Department of Water Resources, if they are deposited into escrow along with separate escrow instructions regarding same. Buyer acknowledges it is their responsibility to contact the Idaho Department of Water Resources regarding water rights and/or the adjudication claims process, if so applicable to the subject property.
	<u>N/A</u>	The undersigned Buyer hereby acknowledges that they have read and do hereby approve the Covenants, Conditions and Restrictions as shown on the title commitment acknowledged and approved herewith.
	_____	The undersigned Buyer acknowledges that they may be eligible for a homeowner's exemption on subject property which would reduce the amount of property taxes they are required to pay. This exemption is not automatic. The undersigned Buyer is aware that they are responsible to file an application with the County Assessor's Office where subject property is located in order to obtain said exemption. This application cannot be done by Kootenai County Title Company, Inc., but it must be done by the undersigned homeowners themselves. Therefore, the undersigned Buyer acknowledges that they have been notified of such potential exemption, that they are responsible for filing the application for said exemption, and hereby hold Kootenai County Title Company, Inc. harmless for any loss and/or legal action for same. Should the Buyer desire to file for a timber or agricultural exemption, such request must be filed with the County Assessor's Office no later than December 31 (for the timber exemption) and March 15th (for the agriculture exemption) of the current year, in order to apply to the following year's taxes.

GENERAL PROVISIONS TO ESCROW INSTRUCTIONS

DEFINITIONS:

1. The word "charges" as used herein, refers to all charges and advances made and obligations incurred by Escrow Holder in connection herewith, and all charges in connection with the issuance of title insurance policy or the cancellation of any order thereof.
2. The word "property" as used herein, refers to the real property described in and which is subject to these Escrow Instructions.
3. The word "party" as used herein, refers to Seller or Buyer as the case may be.
4. The phrase "Seller and Buyer" as used herein, refers to Seller and Buyer both jointly and severally unless otherwise specified.
5. The day provided within which compliance with any requirements must be met shall end at the close of the then regularly established public business hours of Escrow Holder for such day, provided, should Escrow Holder be closed during any of said business hours on said day, such requirement may be met on the next succeeding day on which Escrow Holder is open for business through said business hours.
6. "Close of Escrow" shall be date of recordation of deed, unless otherwise specified herein.
7. The word "mortgage" includes "deed of trust" when permitted by law.

SELLER:

8. Will deliver to Escrow Holder a deed from Seller to Buyer, regarding subject property, to be held by Escrow Holder until the terms hereof have been performed, at which time Escrow Holder shall record said deed.

SELLER AND BUYER:

9. Will deliver to Escrow Holder all documents, pay to Escrow Holder all sums, and do or cause to be done all other things necessary, in the sole judgment of Escrow Holder, to enable it to comply herewith, and to enable any title insurance policy provided for herein to be issued.
10. Authorize Escrow Holder to pay, from any funds held in escrow for their respective credit hereunder, all amounts necessary to procure the delivery of such documents and to pay, on their behalf, all charges and obligations payable by them respectively.
11. Should these instructions contemplate a transfer of an interest pursuant to a purchase and sale agreement between said parties, Seller and Buyer will deliver to Escrow Holder such documents as Escrow Holder may, in its sole judgment, require for the benefit of any party to said agreement.
12. Will each pay to Escrow Holder upon demand, all charges payable by them respectively.
13. Authorize Escrow Holder to execute and process on their behalf, form assignments, or otherwise order changes in property and casualty insurance called for herein.
14. Authorize Escrow Holder, in the event conflicting demand is made upon it concerning these instructions or the escrow, at its election, to hold any funds and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of the Sellers and Buyers, or to interplead for said parties, any funds or documents. Deposit by Escrow Holder of said funds and documents, after deducting from said funds its charges, expenses and attorneys' fees incurred in connection with any such court action, shall relieve Escrow Holder of all further liability and responsibility.
15. Will indemnify and save harmless Escrow Holder against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain in connection with these instructions to escrow, or any court action arising therefrom, and will pay the same upon demand.
16. Grant to Escrow Holder a lien upon, and authority to reimburse itself for its charges and for any damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer, in all of the documents and money deposited hereunder.
17. Direct that no notice, demand or change in these instructions shall be in effect unless given in writing; and that said instructions, and any supplement thereto, given mutually by the parties to Escrow Holder, shall constitute the complete instructions, notwithstanding any agreement which Seller and Buyer may have to the contrary.
18. Direct that all money payable pursuant to these Escrow Instructions be paid to Escrow Holder. Disbursement of any funds from escrow may be made by check of Escrow Holder. Escrow Holder shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be payment to Escrow Holder in compliance with any of the requirements hereof, until it is advised by the bank depository that such check or draft has been honored, unless Escrow Holder specifically agrees in writing to accept liability for the sufficiency thereof.
19. Escrow Holder to act upon any statement furnished by the holder or payee, or a collection agent for the holder or payee, of any lien on or charge or assessment in connection with the property concerning the amount of such charge or assessment or the amount secured by such lien without liability or responsibility for the accuracy of such statement.
20. Direct that when these instructions have been complied with and Old Republic National Title Insurance Company is willing to issue its title insurance policy, as hereinafter provided, and when Escrow Holder's charges have been paid, it shall file for record in the appropriate public office all necessary documents required to be filed or recorded.
21. Agree that the employment of Kootenai County Title Company, Inc. as Escrow Holder shall not affect any rights or subrogation under the terms of any title insurance policy.

CANCELLATION:

22. Escrow Holder is authorized to cancel this transaction upon receipt of mutually executed cancellation instructions from the parties hereto, which may also be given as a copy of any Termination Agreement to the Purchase and Sale Agreement. If either party

Initials: plc _____



has not returned their signed Escrow Instructions herein to Escrow Holder by the close of escrow date indicated hereon, Escrow Holder may, at its discretion, cancel this escrow.

23. Upon cancellation, Escrow Holder is to return all documents deposited hereunder to the party who delivered the same, except documents executed by both Seller and Buyer, which shall be marked "canceled" and retained in the files of Escrow Holder. Escrow Holder is then further authorized to release any funds deposited into escrow back the party who deposited same, with the exception of any earnest money deposited with Escrow Holder.
24. In the event Escrow Holder is in receipt of the Buyer's earnest money, Escrow Holder will need fully executed instructions from both parties regarding the distribution of said funds. If the parties have not come to an agreement, and Escrow Holder has not received said instructions within thirty (30) days of notification of cancellation of escrow, Escrow Holder may, at their option, deposit said funds with a court of competent jurisdiction for an interpleader action.

ADDITIONAL PROVISIONS:

25. Escrow Holder shall bear no responsibility to verify that the fire insurance provided for herein is renewed upon expiration, or otherwise kept in force. It is the responsibility of the insured to determine that such premiums are paid and that such policies are in effect.
26. A signed copy of these Escrow Instructions, or any addendum or supplement thereto, or any other closing document generated by Escrow Holder, may be returned to Escrow Holder via facsimile or email transmission, and be deemed an original for closing therewith, with the exception of any documents that are to be recorded with the County Recorder, or that the original signed document is necessary to be returned or held by Escrow Holder to perfect its validity thereof.
27. The Escrow Holder assumes no responsibility for determining that the parties to this escrow have complied with the requirements of the Consumer Credit Protection Act (Public Law 90-321).
28. Both parties acknowledge that Kootenai County Title Company, Inc. does not provide legal or financial advice. By their execution hereon, the parties hereto acknowledge it is their right to consult with a legal or financial professional at any time prior to closing.

NOTICES, DEMANDS OR DECLARATIONS

29. The respective addresses of Seller and Buyer as set forth herein or the last notice of change thereof filed with Escrow Holder shall be used by Escrow Holder in mailing any Notice, Demand or Declaration to either party.

TITLE INSURANCE

30. The title insurance provided for herein shall be subject to the conditions of and evidenced by the regular form of owner's title insurance policy with a limit of liability equal to the total amount reflected herein. Said policy, upon issuance, shall insure Buyer against loss by reason of defects in the title to the property on the date of filing for record of the documents as provided herein, subject to such of the following exceptions as may be applicable, in addition to the printed exceptions thereof.
 - a. Taxes and assessments payable by Buyer as set forth herein;
 - b. Building and other restrictive covenants to which the property is subject;
 - c. Easements and rights of way for roadways, canals, laterals, ditches and public utilities over and across the property;
 - d. Mortgages referred to herein;
 - e. Rights of parties under the Purchase and Sale Agreement referred to herein;
 - f. Any liens or encumbrances affecting said property suffered or incurred through any act of fault of the party insured or anyone deriving an interest in said property by or through the said party insured;
 - g. Liabilities and obligations imposed on the land by inclusion in any water or irrigation district;
31. **NOTE:** there are some matters that a title insurance company does not attempt to investigate or determine and for which it assumes no liability. While not a complete list, experience has shown that among these, the following deserve your particular consideration:
 - a) Unrecorded mechanic's liens and materialmen's liens.
 - b) Current personal property taxes
 - c) Utility charges, such as gas, electric, water, irrigation, and sewer.
 - d) Boundary lines, location of improvements and possession.
 - e) Compliance with limitations on use of the property, such as zoning and building ordinances and building and other restrictions.
 - f) Premiums for fire insurance policies provided for herein. (It is the obligation of the party wishing to be insured to determine that such premiums are paid and that such policies are in effect.)
 - g) Proposed improvement assessments, not yet liens.
32. The undersigned have read and received a copy of Old Republic National Title Insurance Company's Preliminary Commitment for Title Insurance No. 410107, which is hereby approved in form and content.

Initials: pk



EXHIBIT "A"

The East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT any portion lying within road right of way.

Initials: pk



The undersigned Buyer and Seller have read and hereby acknowledge the escrow instructions contained herein, and hereby authorize and instruct Escrow Holder to proceed with closing this transaction in accordance with said instructions.

SELLERS:

Patty KA
Patty Kinast



Dated: 4/30/2020

ACCEPTED AND ACKNOWLEDGED:

Kootenai County Title Company, Inc.

By: Keri Mitchell 5/1/2020
Keri Mitchell, Escrow Officer

BUYERS:

The CJ Family Revocable Trust

BY: _____
Chad Aric Miraglia, Trustee

Dated: _____



1450 Northwest Blvd, Suite 200, Coeur D Alene, ID 83814
Phone: 208-667-9431 Fax: (208)765-1654

ESCROW INSTRUCTIONS

Date: April 29, 2020
Escrow No.: 410107
Escrow Officer: Kerl Mitchell

Buyer:
Chad Aric Miraglia, Trustee of The CJ Family
Revocable Trust

Seller:
Patty Kinast

PO Box 549
Superopr, MT 59872-0549

The above stated Seller and Buyer employ Kootenai County Title Company, Inc. to act as Escrow Holder in connection with a sale by seller to buyer, upon the following terms and conditions which shall be complied with by said parties on or before May 5, 2020, except as otherwise specified herein:

Purchase Price	\$620,500.00
Earnest money paid by Buyer	\$10,000.00
New Loan amount	\$0.00
Seller Financing: Mortgage/Deed of Trust Amount	\$0.00

At the close of escrow, Buyer will hand you the balance of down payment (plus closing costs, if applicable) in certified or wired funds payable to Kootenai County Title Company, Inc. in the sum of

\$(AS PER SETTLEMENT STATEMENT)

And, on or before said date, Escrow Holder will be handed additional funds and/or instruments required to enable Escrow Holder to comply with these instructions, which Escrow Holder is instructed to use when in a position to disburse sale proceeds and procure/issue the following policy(ies) of title insurance:

- ☒ ALTA Owners Policy (06/17/06), in the amount of \$620,500.00;
, in the amount of \$ with endorsements (if applicable): N/A; issued from Old Republic National Title Insurance Company, covering the property located in the County of Kootenai, State of Idaho, more particularly described on the attached Exhibit "A":

SELLER/TRANSFEROR STATES THAT THE PROPERTY ADDRESS IS:

9660 S. Gozzer Rd.
Harrison, ID 83833

INSTRUMENT(S) ESCROW HOLDER IS INSTRUCTED TO PREPARE TO TRANSFER TITLE:

Warranty Deed

SHOW TITLE VESTED IN:

Chad Aric Miraglia, Trustee of The CJ Family Revocable Trust

Escrow Holder is authorized and instructed to insert the Buyer's exact vesting on the Deed over the signatures thereon without further instructions or approval.

POLICY TO BE ISSUED SUBJECT TO: Exceptions 1-6, 8, 10-13, as cited in Schedule B, Sections I and II of Commitment No. 410107, dated April 15, 2020 and issued by Kootenai County Title Company, Inc., which the undersigned Buyer acknowledges they have read and approved. Exceptions to policy which will be created due to instrument recording concurrently herewith or other special circumstance: N/A

**PRORATIONS:**

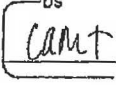
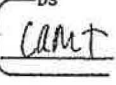
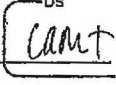
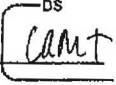
You are authorized and instructed to adjust or prorate the following as of May 5, 2020:

Property Taxes: Current year's taxes

Assessments: SOLID WASTE

Other Items to Prorate: N/A

Seller Initials Buyer Initials

_____	^{DS} 	The undersigned parties hereby acknowledge that all the contingencies and conditions of the original purchase and sale agreement and any and all related counter offers and/or addenda thereto, to which Escrow Holder is not an active party, have been met to the satisfaction of said parties.
_____	^{DS} 	If personal property is to be transferred as a part of this transaction, a Bill of Sale will be handed to the Escrow Holder for delivery to Buyer at the close of escrow. Escrow Holder assumes no liability as to the sufficiency of said Bill of Sale, nor as to the disposition, ownership, lien holder status, or condition of said personal property.
_____	^{DS} 	The undersigned parties hereby acknowledge that Kootenai County Title Company, Inc. has not performed any search regarding the ownership or claim of any water rights pertaining to said property, and makes no warranties or representations regarding same. Transfer of any water rights and/or adjudication claims should be handled outside of escrow; however, Escrow Holder may forward any transfer documents, as completed by the undersigned parties, to the Idaho Department of Water Resources, if they are deposited into escrow along with separate escrow instructions regarding same. Buyer acknowledges it is their responsibility to contact the Idaho Department of Water Resources regarding water rights and/or the adjudication claims process, if so applicable to the subject property.
	<u>N/A</u>	The undersigned Buyer hereby acknowledges that they have read and do hereby approve the Covenants, Conditions and Restrictions as shown on the title commitment acknowledged and approved herewith.
	^{DS} 	The undersigned Buyer acknowledges that they may be eligible for a homeowner's exemption on subject property which would reduce the amount of property taxes they are required to pay. This exemption is not automatic. The undersigned Buyer is aware that they are responsible to file an application with the County Assessor's Office where subject property is located in order to obtain said exemption. This application cannot be done by Kootenai County Title Company, Inc., but it must be done by the undersigned homeowners themselves. Therefore, the undersigned Buyer acknowledges that they have been notified of such potential exemption, that they are responsible for filing the application for said exemption, and hereby hold Kootenai County Title Company, Inc. harmless for any loss and/or legal action for same. Should the Buyer desire to file for a timber or agricultural exemption, such request must be filed with the County Assessor's Office no later than December 31 (for the timber exemption) and March 15th (for the agriculture exemption) of the current year, in order to apply to the following year's taxes.

GENERAL PROVISIONS TO ESCROW INSTRUCTIONS**DEFINITIONS:**

1. The word "charges" as used herein, refers to all charges and advances made and obligations incurred by Escrow Holder in connection herewith, and all charges in connection with the issuance of title insurance policy or the cancellation of any order thereof.
2. The word "property" as used herein, refers to the real property described in and which is subject to these Escrow Instructions.
3. The word "party" as used herein, refers to Seller or Buyer as the case may be.
4. The phrase "Seller and Buyer" as used herein, refers to Seller and Buyer both jointly and severally unless otherwise specified.
5. The day provided within which compliance with any requirements must be met shall end at the close of the then regularly established public business hours of Escrow Holder for such day, provided, should Escrow Holder be closed during any of said business hours on said day, such requirement may be met on the next succeeding day on which Escrow Holder is open for business through said business hours.
6. "Close of Escrow" shall be date of recordation of deed, unless otherwise specified herein.
7. The word "mortgage" includes "deed of trust" when permitted by law.

SELLER:

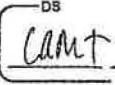
8. Will deliver to Escrow Holder a deed from Seller to Buyer, regarding subject property, to be held by Escrow Holder until the terms hereof have been performed, at which time Escrow Holder shall record said deed.

SELLER AND BUYER:

9. Will deliver to Escrow Holder all documents, pay to Escrow Holder all sums, and do or cause to be done all other things necessary, in the sole judgment of Escrow Holder, to enable it to comply herewith, and to enable any title insurance policy provided for herein to be issued.
10. Authorize Escrow Holder to pay, from any funds held in escrow for their respective credit hereunder, all amounts necessary to procure the delivery of such documents and to pay, on their behalf, all charges and obligations payable by them respectively.
11. Should these instructions contemplate a transfer of an interest pursuant to a purchase and sale agreement between said parties, Seller and Buyer will deliver to Escrow Holder such documents as Escrow Holder may, in its sole judgment, require for the benefit of any party to said agreement.
12. Will each pay to Escrow Holder upon demand, all charges payable by them respectively.
13. Authorize Escrow Holder to execute and process on their behalf, form assignments, or otherwise order changes in property and casualty insurance called for herein.
14. Authorize Escrow Holder, in the event conflicting demand is made upon it concerning these instructions or the escrow, at its election, to hold any funds and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of the Sellers and Buyers, or to interplead for said parties, any funds or documents. Deposit by Escrow Holder of said funds and documents, after deducting from said funds its charges, expenses and attorneys' fees incurred in connection with any such court action, shall relieve Escrow Holder of all further liability and responsibility.
15. Will indemnify and save harmless Escrow Holder against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain in connection with these instructions to escrow, or any court action arising therefrom, and will pay the same upon demand.
16. Grant to Escrow Holder a lien upon, and authority to reimburse itself for its charges and for any damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer, in all of the documents and money deposited hereunder.
17. Direct that no notice, demand or change in these instructions shall be in effect unless given in writing; and that said instructions, and any supplement thereto, given mutually by the parties to Escrow Holder, shall constitute the complete instructions, notwithstanding any agreement which Seller and Buyer may have to the contrary.
18. Direct that all money payable pursuant to these Escrow Instructions be paid to Escrow Holder. Disbursement of any funds from escrow may be made by check of Escrow Holder. Escrow Holder shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be payment to Escrow Holder in compliance with any of the requirements hereof, until it is advised by the bank depository that such check or draft has been honored, unless Escrow Holder specifically agrees in writing to accept liability for the sufficiency thereof.
19. Escrow Holder to act upon any statement furnished by the holder or payee, or a collection agent for the holder or payee, of any lien on or charge or assessment in connection with the property concerning the amount of such charge or assessment or the amount secured by such lien without liability or responsibility for the accuracy of such statement.
20. Direct that when these instructions have been complied with and Old Republic National Title Insurance Company is willing to issue its title insurance policy, as hereinafter provided, and when Escrow Holder's charges have been paid, it shall file for record in the appropriate public office all necessary documents required to be filed or recorded.
21. Agree that the employment of Kootenai County Title Company, Inc. as Escrow Holder shall not affect any rights or subrogation under the terms of any title insurance policy.

CANCELLATION:

22. Escrow Holder is authorized to cancel this transaction upon receipt of mutually executed cancellation instructions from the parties hereto, which may also be given as a copy of any Termination Agreement to the Purchase and Sale Agreement. If either party

Initials: ^{DS}


has not returned their signed Escrow Instructions herein to Escrow Holder by the close of escrow date indicated hereon, Escrow Holder may, at its discretion, cancel this escrow.

23. Upon cancellation, Escrow Holder is to return all documents deposited hereunder to the party who delivered the same, except documents executed by both Seller and Buyer, which shall be marked "canceled" and retained in the files of Escrow Holder. Escrow Holder is then further authorized to release any funds deposited into escrow back the party who deposited same, with the exception of any earnest money deposited with Escrow Holder.
24. In the event Escrow Holder is in receipt of the Buyer's earnest money, Escrow Holder will need fully executed instructions from both parties regarding the distribution of said funds. If the parties have not come to an agreement, and Escrow Holder has not received said instructions within thirty (30) days of notification of cancellation of escrow, Escrow Holder may, at their option, deposit said funds with a court of competent jurisdiction for an interpleader action.

ADDITIONAL PROVISIONS:

25. Escrow Holder shall bear no responsibility to verify that the fire insurance provided for herein is renewed upon expiration, or otherwise kept in force. It is the responsibility of the insured to determine that such premiums are paid and that such policies are in effect.
26. A signed copy of these Escrow Instructions, or any addendum or supplement thereto, or any other closing document generated by Escrow Holder, may be returned to Escrow Holder via facsimile or email transmission, and be deemed an original for closing therewith, with the exception of any documents that are to be recorded with the County Recorder, or that the original signed document is necessary to be returned or held by Escrow Holder to perfect its validity thereof.
27. The Escrow Holder assumes no responsibility for determining that the parties to this escrow have complied with the requirements of the Consumer Credit Protection Act (Public Law 90-321).
28. Both parties acknowledge that Kootenai County Title Company, Inc. does not provide legal or financial advice. By their execution hereon, the parties hereto acknowledge it is their right to consult with a legal or financial professional at any time prior to closing.

NOTICES, DEMANDS OR DECLARATIONS

29. The respective addresses of Seller and Buyer as set forth herein or the last notice of change thereof filed with Escrow Holder shall be used by Escrow Holder in mailing any Notice, Demand or Declaration to either party.

TITLE INSURANCE

30. The title insurance provided for herein shall be subject to the conditions of and evidenced by the regular form of owner's title insurance policy with a limit of liability equal to the total amount reflected herein. Said policy, upon issuance, shall insure Buyer against loss by reason of defects in the title to the property on the date of filing for record of the documents as provided herein, subject to such of the following exceptions as may be applicable, in addition to the printed exceptions thereof.
 - a. Taxes and assessments payable by Buyer as set forth herein;
 - b. Building and other restrictive covenants to which the property is subject;
 - c. Easements and rights of way for roadways, canals, laterals, ditches and public utilities over and across the property;
 - d. Mortgages referred to herein;
 - e. Rights of parties under the Purchase and Sale Agreement referred to herein;
 - f. Any liens or encumbrances affecting said property suffered or incurred through any act of fault of the party insured or anyone deriving an interest in said property by or through the said party insured;
 - g. Liabilities and obligations imposed on the land by inclusion in any water or irrigation district;
31. **NOTE:** there are some matters that a title insurance company does not attempt to investigate or determine and for which it assumes no liability. While not a complete list, experience has shown that among these, the following deserve your particular consideration:
 - a) Unrecorded mechanic's liens and materialmen's liens.
 - b) Current personal property taxes
 - c) Utility charges, such as gas, electric, water, irrigation, and sewer.
 - d) Boundary lines, location of improvements and possession.
 - e) Compliance with limitations on use of the property, such as zoning and building ordinances and building and other restrictions.
 - f) Premiums for fire insurance policies provided for herein. (It is the obligation of the party wishing to be insured to determine that such premiums are paid and that such policies are in effect.)
 - g) Proposed improvement assessments, not yet liens.
32. The undersigned have read and received a copy of Old Republic National Title Insurance Company's Preliminary Commitment for Title Insurance No. 410107, which is hereby approved in form and content.

Initials: DS
Camt

EXHIBIT "A"

The East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT any portion lying within road right of way.

Initials: ^{DS} CMT



The undersigned Buyer and Seller have read and hereby acknowledge the escrow instructions contained herein, and hereby authorize and instruct Escrow Holder to proceed with closing this transaction in accordance with said instructions.

SELLERS:

BUYERS:

Patty Kinast

The CJ Family Revocable Trust

DocuSigned by:
BY: Chad Arc Miraglia, Trustee
Chad Arc Miraglia, Trustee
8365838E342A432...

Dated: _____

Dated: 5/4/2020

ACCEPTED AND ACKNOWLEDGED:

Kootenai County Title Company, Inc.

By: Keri Mitchell 5/4/20
Keri Mitchell, Escrow Officer



SUPPLEMENTAL ESCROW INSTRUCTIONS Close Without Hazard Insurance

Re: Escrow No. **410107**

In the event of a conflict between these Supplemental Escrow Instructions and the instructions contained in the original escrow named hereinabove, the instructions contained herein shall prevail.

The instructions to Kootenai Title Company as contained in the above numbered escrow are hereby supplemented and/or amended as follows:

The undersigned Buyer acknowledges that it is advisable that hazard insurance coverage be obtained for the property being transferred herein prior to the close of escrow, although same is not a requirement of this transaction.

The undersigned buyer hereby instructs escrow holder to proceed to close the above numbered escrow without homeowners/hazard insurance. Buyer herein assumes all liability and responsibility with regard to not having an evidence/binder of hazard insurance placed into escrow prior to the close. Buyer is aware that in the event of any loss including but not limited to theft, fire, personal property, injury or any other disasters, buyer WILL NOT hold Kootenai County Title Company and/or their employees responsible and/or liable in compliance with buyers above request. Buyer shall not take any legal action against Kootenai County Title Company and/or their employees for closing without proof of hazard insurance.

Date: April 29, 2020

The CJ Family Revocable Trust

DocuSigned by:

Chad Aric Miraglia, Trustee

By: Chad Aric Miraglia, Trustee

Accepted and Acknowledged:

Kootenai Title Company

By: Keri Mitchell

Keri Mitchell, Escrow Officer

Date: April 29, 2020
Escrow No.: 410107
Property Address: 9660 S. Gozzer Rd., Harrison, ID 83833

SELLER AFFIDAVIT

State of Idaho

County of Kootenai

Regarding property described in Commitment Number 410107 issued by Old Republic National Title Insurance Company/Kootenai County Title Company, Inc.:

The undersigned applicant upon oath do represent to the Purchasers and/or Lender in this transaction and to Old Republic National Title Insurance Company/Kootenai County Title Company, Inc. that to my knowledge:

Check "true" or "false" for the following, if "false", give explanation on line provided:

True False



☐

(1) The property described in the report above is free and clear of all loans, liens (including Federal or State liens and judgment liens), taxes, encumbrances and claims of every kind, except those referred to in said commitment report.



☐

(2) There have been no improvements, alterations, or repairs to the above described property which remain unpaid. There are no unrecorded construction liens or State of Idaho unemployment compensation liens or worker's compensation liens or County Assistance and/or Indigent liens.



☐

(3) Personal property, if any, being sold to the purchasers is also free and clear of liens, encumbrances, claims and demands, including financing statements.



☐

(4) I have not purchased on credit, or borrowed against any fixtures, such as furnaces, hot water heaters, built-in appliances, air conditioning units, wall-to-wall carpeting or draperies, attached to the house or building(s), or on growing crops or timber. I have not given any lender a financing statement on this personal property above described.



☐

(5) There are no violations of municipal ordinances or zoning regulations affecting the above-described property.

True False

- ☒ ☐ (6) No judgment or decree which remains unsatisfied has been entered in any court against any signer, nor has the undersigned initiated and/or filed any bankruptcy proceedings.

- ☒ ☐ (7) There are no assessments for local improvements and/or special assessments against the property. There are no unpaid liens in favor of any city, county, service district, or port authority or unpaid service charges for the water system or the sewer system serving the above described property.

- ☒ ☐ (8) There are no existing leases, of any nature, thereon, and this property has not been sold by unrecorded contract.

- ☐ ☐ (9) Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's US employer identification number (or Social Security Number(s)) is/are:

161 42 55 40

Seller's forwarding address (office address, if seller is an entity; home address if seller is an individual) is:

PO Box 549 Superior, MT 59672

This affidavit may be disclosed to the Internal Revenue Service and is furnished to the Buyer to inform that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

I understand that the title insurance company is relying on this application and indemnity to provide title insurance.

I AGREE TO PAY ON DEMAND ALL AMOUNTS OWING ON ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL EXPENSES, COST AND ATTORNEY'S FEES INCURRED IN CONNECTION WITH SAID LIENS, PROVIDED THEY CURRENTLY ENCUMBER THE PROPERTY OWNERSHIP AND WERE AGREED TO, CREATED BY, OR KNOWN TO ME PRIOR TO THE CLOSING OF THIS TRANSACTION.

Patty Kinast
Patty Kinast

SIGN HERE

TAX AGREEMENT

ESCROW NO.: 410107.

CLOSING DATE: May 5, 2020

Real estate taxes in the State of Idaho are computed each year in an annual assessment made of the property as of January 1st. However, the actual amount due for real property taxes is not available until late in the year. For this reason the following applies as a basis for prorating taxes between Buyer and Seller.

The tax prorations shown on the closing statement are based on the 2019 tax figure of \$2,453.39. This figure does not include any solid waste fee, if applicable. Buyer and Seller hereby affirm and agree that Kootenai County Title Company, Inc., its employees, agents or assigns have not made any warranties as to the accuracy of the tax figures being used.

Relative to the sale of the property in the above referenced escrow, the Buyer has received from the Seller a credit for the current years taxes in the amount of \$837.91 (for that portion of the year that they owned the property), and both buyer and seller agree that:

☐	The credit for current year's taxes is to be considered final settlement
☒	The tax credit will be re-adjusted between buyer and seller when actual tax statement becomes available. The parties herein shall assume full responsibility for any further prorations or payment of taxes and hereby release Kootenai Title Company from any further obligation.

The Buyer is aware that they are responsible for the full 2020 tax bill.

In the event this property is taxed under Bare Land and Yield Tax Option, and the designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the prior owner.

Seller:

Buyer:

Patty Kinast LA

The CJ Family Revocable Trust

BY: _____

Chad Aric Miraglia, Trustee

SIGN HERE

In the event the Seller receives the tax bill, it is their responsibility to forward the bill to the Buyer:

Seller Forwarding Address:

Buyer Forwarding Address:

PO Box 549
Superior, MT 59872-0549
Superior

Kootenai County Title Company, Inc.

TAX AGREEMENT

ESCROW NO.: 410107

CLOSING DATE: May 5, 2020

Real estate taxes in the State of Idaho are computed each year in an annual assessment made of the property as of January 1st. However, the actual amount due for real property taxes is not available until late in the year. For this reason the following applies as a basis for prorating taxes between Buyer and Seller.

The tax prorations shown on the closing statement are based on the 2019 tax figure of \$2,453.39. This figure does not include any solid waste fee, if applicable. Buyer and Seller hereby affirm and agree that Kootenai County Title Company, Inc., its employees, agents or assigns have not made any warranties as to the accuracy of the tax figures being used.

Relative to the sale of the property in the above referenced escrow, the Buyer has received from the Seller a credit for the current years taxes in the amount of \$837.91 (for that portion of the year that they owned the property), and both buyer and seller agree that:

☐	The credit for current year's taxes is to be considered final settlement
☒	The tax credit will be re-adjusted between buyer and seller when actual tax statement becomes available. The parties herein shall assume full responsibility for any further prorations or payment of taxes and hereby release Kootenai Title Company from any further obligation.

The Buyer is aware that they are responsible for the full 2020 tax bill.

In the event this property is taxed under Bare Land and Yield Tax Option, and the designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the prior owner.

Seller:

Buyer:

Patty Kinast

The CJ Family Revocable Trust

DocuSigned by:

BY:

Chad Aric Miraglia, Trustee
Chad Aric Miraglia, Trustee

In the event the Seller receives the tax bill, it is their responsibility to forward the bill to the Buyer:

Seller Forwarding Address:

Buyer Forwarding Address:

PO Box 549
Superopr, MT 59872-0549

625 W. Deer Valley Rd, Suite 103-618
Phoenix, AZ 85027



Read & Approved by:

CM

File No. 410107km

WARRANTY DEED

For Value Received

Patty Kinast, an unmarried woman

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

Chad Aric Miraglia, Trustee of The CJ Family Revocable Trust

Address: 625 W. Deer Valley Rd, Suite 103-618, Phoenix, AZ 85027

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

The East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 49 North, Range 3 West, Boise Meridian, Kootenai County, Idaho.

EXCEPT any portion lying within road right of way.

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

Dated: April 29, 2020

Patty Kinast

STATE OF MONTANA

COUNTY OF _____

On this _____ of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Patty Kinast, 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 they executed the same.

Notary Public for Montana
Residing at _____

My Commission Expires: _____

(SEAL)