

### BONNER COUNTY PLANNING DEPARTMENT

1500 HIGHWAY 2, SUITE 208, SANDPOINT, ID 83864 (208, 265-1458 (208, 265-1463 (FAX) planning@bonnercountyid.gov (email) www.bonnercountyid.gov (web page)

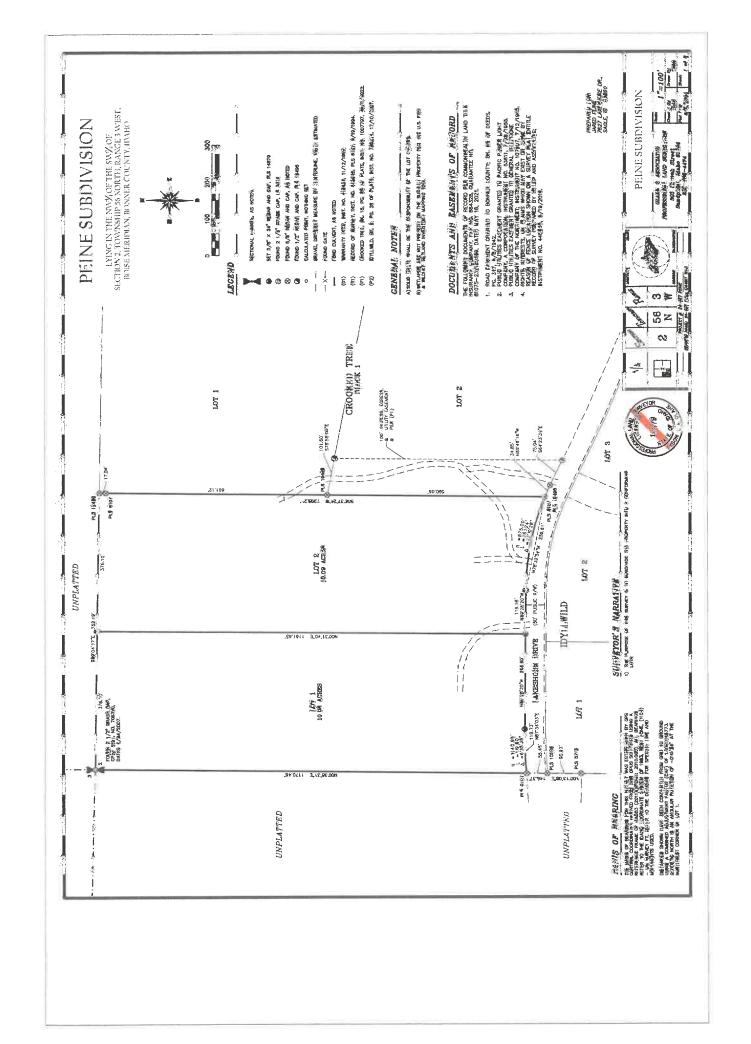
### MINOR LAND DIVISION APPLICATION

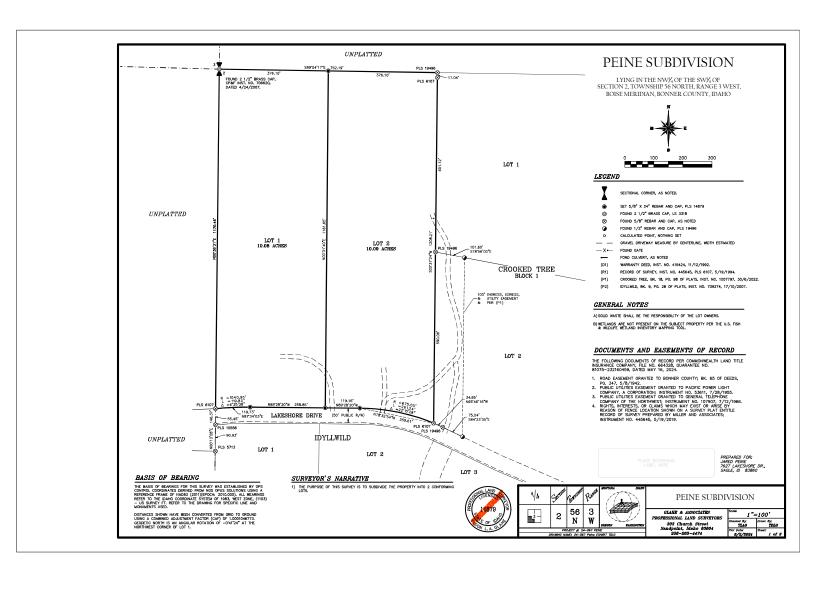
FOR OFFICE USE ONLY:			
FILE #	RECEIVED:		
MLD0039-4	Received August 6, 2024 R. Winningham		
PROJECT DESCRIPTION:			
Name of Minor Land Division plat:			
APPLICANT EXPORMATION:			
Landowner's name: Chris Peine			
Mailing address:			
City: Sagle	State: ID	Zip code: 83860	
Telephone:	Fex:		
E-mail:			
REPRESENTATIVE'S INFORMATION:			
Representative's name: Taxtor Gate			
Company name: Glahe & Associates, Inc.			
Mailing address: 909 Church St	Chaharin	Time and a space	
City: Sandpoint	State: ID	Zip code: 83864	
Telephone: 208-265-4474	fax:		
E-mail:			
ADDITIONAL APPLICANT REPRESENTA	TIVE INFORMATION:		
Name/Relationship to the project:			
Company mame:			
Mailing address:			
Cîty:	State:	Zip code:	
Telephone:	Fax:		
E-mail:			
PARCES ENFORMACION:			
	Range: 3W Parcel a	acreage; 20.17 Acres	
Parcel # (s): RP56N03W025550A			
Current zoning: Rural			
Comprehensive plan designation:			
Within Area of City Impact: Yes	No If yes, which city	y?:	

### ADDITIONAL PROJECT DESCRIPTION: This application is for: Lot #1 Remainder Proposed acreage: Proposed acreage: 10.08 Lot #2 Proposed acreage: 10.09 Do the proposed lots meet the required depth to width ratio and Yes No Lot #3 Proposed acreage: applicable angle of intersection per BCRC 12-621: Proposed acreage: Lot #4 SITE INFORMATION: Does the property contain steep slopes of 15% or greater per the USGS maps? Yes | No Are there any water courses present on site per the NHD maps? (lakes, 🗌 Yes 🔳 No streams, rivers & other bodies of water) Note: submerged lands shall not be counted for determining density in a subcivision per BCRC 12-622. Are wetlands present on site per the U.S. Fish and Wildlife Service National 🐷 Yes 🛭 No Wetland Inventory Maps? Is the subdivision designed around identified natural hazards per BCRC 12-Yes No 626 (A)? Do existing structures meet required setbacks to proposed lot lines per BCRC Tyes No Title 12 Chapter 4.1? Z Yes No Are proposed lots split by city, county, zoning, or public R-0-W boundaries? Flood Hazard Zones located on site: X D A AE DFIRM MAP: Other pertinent information (attach additional pages if needed): \_ ACCESS INFORMATION: Please check the appropriate boxes: ☐ Existing ☐ Proposed Private Easement Existing Proposed Public Road Existing Proposed Combination of Public Road/Private Easement Describe travel surface (e.g., gravel, dirt, paved, etc.), travel way width, easement/right of way width, road grade. Include recorded instrument number for existing easements/roads & name. if existing: Private diridriveway connected to Lakeshore Dr. as shown on prat-

List existing access and utility easements on the subject property.

	VICES:
Whic	th power company will serve the project site? Pacific Power Light Company
Whic	ch fire district will serve the project site? Sagle Fire
Sew	age disposal will be provided by:
	Existing Community System
	Proposed Community System
X	Individual system
mair	an the type of sewage system (LSAS, community drain field, individual septic, ect.) capacity, attendance plan, location of facilities, name of facilities/provider, proposed ownership, if icable, and other details:
Note	e: Please attach the necessary proof of urban services if required.
	the sanitary restriction be lifted by the Panhandle Health District? Yes No
Wat	er will be supplied by:  Existing public or community system
	Proposed Community System
X	lndividual well
Plea mai	ase explain the water source, name of provider, proposed ownership, capacity, system ntenance plan, storage and delivery system and other details:
Not	e: Please attach the necessary proof of urban services if required.
repr	ereby certify that all the information, statements, attachments and exhibits submitted herewith true to the best of my knowledge. I further grant permission to Benner County employees and resentatives, elected or appointed officials to enter upon the subject land to make examinations, the property or review the premises relative to the processing of this application.  Date: 3,13,24
Lar	ndowner's signature: Date:





### PEINE SUBDIVISION

	LYING IN THE NW% OF THE SW% OF SECTION 2, TOWNSHIP 56 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO	
OWNERS' CERTIFICATE	COUNTY COMMISSIONERS' CERTIFICATE	COUNTY SURVEYOR'S CERTIFICATE
NOWN ALL MEN BY THESE PRESENTS THAT CHRIS PERE AND INTRIA PERE, CO-OWNERS OF PERE TRUST, DERBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE MAY ARE CAUSED THE SAME TO BE PLATED INTO LOTS 1—2, THE SAME TO BE KINOWIN AS PEWER SUBDOVISION EING A PORTION OF SECTION 2, TOWNSHIP 56 NORTH, RANGE 3 WEST, BUSSE MERDIAN, BOWNER COUNTY, HAYD, MORE SPECTORIALY DESCRIBED AS FOLLOWS.	THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS, BONNER COUNTY, IDAHO.  DATED THIS DAY OF, 2024.	HEREBY CERTEY THAT I HAVE EXAMINED THE HEREIN PLAT "PEINE SUBDIVISION" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.
ERICE SOUTH BOTH-17" EAST, 702.19 FETT: MERIC SOUTH GOTY-27" WEST, 1002.51 FETTO A: EDICE ALONG A NON-TANGENT CHEVE TO THE TETT AN ARC LINCH GOODS (A FETT, A RADIUS OF675.00  THE ALONG A NON-TANGENT CHEVE TO THE LETT AN ARC LINCH GOTHER, TO A: EDICE ALONG A NON-TANGENT CHEVE TO THE LETT AN ARC LINCH CHIESE AT PARTIES OF THE CHEVE ALONG A NON-TANGENT CHEVE TO THE LETT AN ARC LINCH CHIESE AT PARTIES OF THE CHEVE AND A NON-TANGENT CHEVE TO THE LETT AN ARC LINCH CHIESE AT PARTIES OF THE CHEVE AND A NON-TANGENT CHEVE TO THE LETT A RADIUS OF THE CHEVE AND A NON-TANGENT CHEVE TO THE LETT A RADIUS OF THE CHEVE AND A THE CH	CHARRAN, BOARD OF BOINNER COUNTY COMMISSIONERS	DATED THIS
HICH IS THE POINT OF BEGINNING, AVING AN AREA OF 878308.28 SQUARE FEET, 20.163 ACRES		SANITARY RESTRICTION
INE, CHRIS DATE  CKNOWLEDGMENT	PLANNING DIRECTOR	SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE, NO OWNER SHALL CONSTRUCT ANY BUILDING, DIVELLING OR SHELTER WHICH RECESSTATES THE SUPPLYING OF SHALE FACILITIES FOR PERSONS USING SUCH PREMISES UNTL. SANITARY RESTRICTION REQUIREMENTS ARE SANISTED.
iate of	THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS DAY OF	
I THIS DEPROYED THE	PLANNING DIRECTOR	WATER AND SEWER NOTE
TARY PUBLIC FOR THE STATE OF		WATER SERVICE: WATER TO BE AN INDIVIDUAL WELL SEMER SERVICE: SEWAGE TO BE INDIVIDUAL SEPTIC
	SURVEYOR'S CERTIFICATE	COUNTY TREASURER'S CERTIFICATE  HERESY CERTY THAT THE REQUIRED TAKES ON THE HEREN DESCRIBED PROPERTY HAVE ERRY HELY PADU UP TO AND INCLUDING THE YEAR
	I, TYSON LA. GLAME, PLS 14878, STATE OF DAMO, DO HERBBY CERTIFY THAT THIS PRAFT WAS PREPARED BY ME OR URDER MY DIRECTION AND IS BASED ON AN ACIUL. LEWREN LEGALIND RESTON AL, DIWENDE OR SOUTH, PROVIDED SESSED AND AN ACIDS ARE SHOWN CORRECTLY THEREON AND THAT THE MONIMENTS HAVE BEEN PLACED AND ALL LAT CORREST PROPERLY SET AND THE SERVEY SIN COMPLIANCE WITH ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL PORPHANCES.	DATED THIS DAY OF, 2024.
	PYSON LA. GLAHE, PLS 14879 DATE	RECORDER'S CERTIFICATE  FIED THS DAY OF PLATS AT PAGE 2024, AT THE ROUGET OF CLAHE MO ASSOCIATES, M.A. SA INSTRUMENT NO.
	(1979) R	COUNTY RECORDER BY DEPUTY  FEE
	FREPARD FOR  JAC COMP  AND FRIME  NOT LIKESHORE OR.  SAGL TO 8-8860	PEINE SUBDIVISION  56 3 N W Masses Engineers 590 Charles Reserved Street 174 Owner 6 590 Charles Breeze 174 Owner 6 590 Char

Polyme Report - Both Lots

Northing Easting Bearing Distance

2394433.066 2399436.842

\$ 89°04'17" E 752.190

2394420.877 2400188.933

S 00°37'24" W 1208.214

2393212.735 2400175.788

Radius: 675,000 Chard: 259,608 Degree: 8°29'18" Dir: Left

Length: 261.235 Delta: 22°10'28" Tangent: 132.273

Chord BRG: N 78°32'54" W Rad-In: S 22°32'20" W Rad-Out: S 00°21'52" W

Radius Point: 2392589.291,2399917.054

2393264.278 2399921.348

N 89°28'20" W 378.010

2393267.759 2399543.354

Radius: 1040,950 Chord: 119.733 Degree: 5°30'15" Dir: Left

Length: 119.799 Delta: 6°35'38" Tangest: 59.966

Chord BRG: S 87°34'03" W Rad-In: S 00°51'52" W Rad-Out: S 05°43'46" E

Radius Point: 2392226.927,2399527.651

2393262.677 2399423.729

N 00°38'31" E 1170.453

2394433.066 2399436.842

Closure Error Distance> 0.00000

Total Distance> 3889.911

Polyline Area: 878306 sq ft, 20.16 acres

Polyline Report – Lot 1

Northing Easting Bearing Distance

2394425.572 2399812.887

S 00°31'40" W 1161.646

2393265.375 2399802.189

N 89°28'20" W 258.846

2393267.759 2399543.354

Radius: 1040,950 Chord: 119.733 Degree: 5°30'15" Dir: Left

Length: 119.799 Delta: 6°35'38" Tangent: 59.966

Chord BRG: \$ 87°34'03" W Rad-In: \$ 00°51'52" W Rad-Out: \$ 05°43'46" E

Radius Point: 2392226.927,2399527.651

2393262.677 2399423.729

N 00°38'31" E 1170.463

2394433.066 2399436.842

S 89°04'17" E 376.095

2394426.972 2399812.887

Closure Error Distance > 0.00000

Total Distance> 9086.849

Polyine Area: 438957 sq.ft, 10.08 acres

Northing Easting Bearing Distance

2394420.877 2400188.933

S 00°37'24" W 1208.214

2393212.735 2400175.788

Radius: 675.000 Chord: 259.608 Degree: 8°29'18" Dir: Left

Length: 261.235 Delta: 22°10'28" Jangent: 132.273

Chord BRG: N 78°32'54" W Rad-In: S 22°32'20" W Rad-Out: S 00°21'52" W

Radius Point: 2392589.291,2399917.054

2393264.278 2399921.348

N 89°28'29" W 119.164

2393265.375 2399802.189

N 00°31'40" E 1161.646

2394426.972 2399812.887

\$ 89°04'17" £ 376.095

2394420.877 2400188.933

Closure Error Distance> 0.00000

Total Distance> 3126.353

Polyline Area: 439350 sq ft, 10.09 acres



# First American Title Companyamian Time

AFTER RECORDING, MAIL TO GRANTEE. FATCO #92585/21942

### WARRANTY DEED A15424

For Value Received

ANTHONY G. KEHLE, III and RUTH H. KWHLE, not individually, but as Co-Trustees of the Anthony and Ruth Kehle Inter Vivos Trust/ dated doctal 6, 1984

the grantors, do hereby grant, bergain, sell, and convey unto

CHRIS PEINE and MYRNA PEINE, husband and wife

the grantees, whose current address is

2010 Lakestone Orive, Segle, IJ. 83860

the following described premises, to-wit:

A tract of land located in a portion of the Southwest Quarter of Section 2, Township 56 North, Range ? West, Boise Maridian, Bonner County, Idaho, more particularly described as follows:

Deginning at the Northwest corner of sall Southwest Quarter of Section 2; thence South 89°40'42" East along the North line of said Southwest Quarter a distance of 751.74 feet; thence South 0.00'05" East parallel to the East line of said Southwest Quarter a distance of 1208.97 feet to a point of non-tangent paracture on the North right of way of Labesbore Drive, a county road; thence along said might of way the following 3 courses:

261.31 feet along a curve to the left with a radius of 675.00 feet (the chord of which bears North 78:59'20" West, 259.68 feet)

2) South 89°55'15" West, 378.01 feet

119.76 feet along a curve to the left with a radius of 1040.95 feet (the chord of which beers South 86.37.30" Wast 119.69 feet, to a point on the west line of said Southwest Quarter; thence North 0.01 51 Bast along said West line & distance of 1171.16 feet to the point of beginning.

SUBJECT TO: General taxes for the year 1992, a lien in the process of assessment, not yet due or payable.

SUBJECT TO: Er ment with terms and conditions:

Grantor: John ... alseth and Anne Halfath

Grantes: Pacific Power and Light Company Purpose: Electric transmission and distribution line Recorded: July 28, 1955

55511 Instrument No. 2

22 of Miscellaneous/page 220 Book/Page:

SUBJECT TO: Basement with terms and conditions:

Grantor: John I. Halseth and Jame Halseth

Constant Consess Talanhana Company of the Marthwest

415434



# First American Title Company

Page 2 Warranty Deed Kehle/Peine

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, restrictions, while will warrant and defend the same from all claims whatsoever.

Dated: Wovember 6, 1992	
Abota Males - lo Frusto	Ruth W. Walle Co- Susse
ANTHONY G. KEHLE, IKI, Co-Trustee	RUTH H. KEHLE, Co-Trustee
u	

scame of Florida

: 88

COUNTY OF Falm Beach

On This <u>9th</u> day of <u>Now Ork</u> in the year 1992 before me, a Notary Public in and for said State, personally appeared ANTHONY . KEHLE, III and RUTH E. KEHLE, as Co-Trustees, known or identified to me to be the personal whose manager is the within Instrument as Trustee(s), and acknowledged to me that he/she/they executed the same as such Trustee(s).

र्ग के कि हैं हैं हैं हैं है

Residing at West Win Beach TI Compassion Expers Work 72,1993



GIARANTEE No.: 7195-2-664328-2024.81075-232160459

### SUBDIVISION GUARANTEE

ISSUED BY

### COMMONWEATHERAND THILE ENSURANCE COMPANY

Fee:	\$200.00	Agency File#:	664328	
	oe: Estrones	1 130.10		

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida Corporation

#### **GUARANTEES**

The county Bonner and any city within which said subdivision is located in a sum not exceeding \$1000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

,,,,,,,,,,,,

Mannannan

The map hereinbefore referenced to is a subdivision of:

Issued By:

Countersigned:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Authorized Officer or Agent

Andy Lowry

Alliance Title & Escrow, LLC

105 Pine St

Sandpoint, ID 83984-1357

Tel:208-263-2125 Fax:208-263-1784 By:

President

Attest:

Marjorie Nemzura

Michael J. Nolan

Secretary

### Schedule of exclusions from coverage of this guarantee

1. Except to the extent that specific assurances are assumes no Nability for loss or damage by reason of provided in Schedule A of this Guarantee, the Company the following:

- (a) Defects, Nens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) impatented mining daims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
- 2. Notwinstancing any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the

fines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, evenues, lanes, ways or waterways to which such land abuts, or the again to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

- other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Scheduse A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

#### **GUARANTEE CONDITIONS AND STIPULATIONS**

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

### 2. Notice of Claim to be Given by Assured Claimant.

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

### 3. No Duty to Defend or Prosecule.

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

4. Company's Option to Defend on Preservice Artisms; Duty of Assured Glaimant to Cooperate.

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or

proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assurad to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. People Less on Demisque.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been

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

### 6. Options to Pay or Otherwise Settle Caims: Termination of Liability.

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

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

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

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

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

Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

# (b) To Pay or Officewise Settle With Parties Other Than the Assured or With the Assured Claimant.

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

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

### 7. Determination and Extent of Liability.

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

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

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

#### 2. Limitation of Liebston.

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

#### 9. Reduction of Liability or Termination of Liability.

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

### 10. Payment of Loss.

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

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

### 11. Suprogation Spon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall bransfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Campany shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

#### 12. Aroitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or cann between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the

option of either the Company or the Assured. All arbitrable matters when the amount of walkly is in excess of \$1,000,000 shalf be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

A copy of the Rules may be obtained from the Company  $\mbox{\tt upon redues}\mbox{\tt "}.$ 

## 13. Liability Limited to This Guarantee; Guarantee Entire Contract.

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

#### 14. Notices Where Sent.

An notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: COMMONWEALTH LAND TITLE INSURANCE COMPANY, P.O. Box 45023, Jacksonville, FL 32232-5023.

### SUBDIVISION GUARANTEE

### Issued by Commonwealth Land Title Insurance Company

**GUARANTEE NUMBER** 

81075-232160459

Fee: \$200.00

Subdivision:

To Come

The County of Bonner and any City within which said subdivision is focated in a sum not exceeding \$200.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record the interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Trustee, Chris and Vyrna Peine Living Trust

The map hereinbefore referred to is a subdivision of: Pin of the Southwest cuarter of Section 2, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho.

Dated: May 16, 2024

Countersigned:

Andy Lourney
Authorized Signatory

COMMONWEALTH LAND FITTLE INSURANCE COMPANY

SEAL S

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# SCHEDULE A Subdivision Guarantee

Order No.:

66/328

Guarantee No.:

81075-232160459

Liab制ty:

\$299.00

Fee:

\$200.00

1. Name of Asswer: Giane & Associates, inc.

County of Bonner and the city of Sagle in the state of ID

Title to said estate or interest at the date hereof is vested in

Chris Anton Peige and Myrna Graves Peige, Trustees, Chris and Myrna Peige Living Trust

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is

FEE SAMPLE

4. The land referred to in this Guarantee is situated in the State of VD, County of Bonner and is described as follows:

A tract of land located in a portion of the Southwest quarter of Section 2, Township 56 North, Range 3 West, Boise Weston, Bonner County, Idaho, more particularly described as Follows:

Beginning of the Northwest corner of sold Southwest quanter of Section 2;

Thence South 89°40'42" East along the North line of said Southwest quarter a distance of 751.74 feet; Thence South 0°00'05" East parallel to the East line of said Southwest quarter a distance of 1208.97 feet to a point of non-tangent curvature on the North right of way of Lakeshore Dr., a county road; Thence along said right of way the following 3 courses:

- 1) 261.31 feet along a curve to the left with a radius of 675.00 feet (the chord of which bears North 79°59'20" West, 259.68 feet)
- 2) South 89°55'15" West, 378.01 feet
- 3) 149.76 feet along a curve to the left with a racius of 1000.55 feet (the chord of which bears South 65°37'30" West 119.69 feet, to a point on the West line of said Southwest quarter;

Thence North 0°01'51" East along said West line a distance of 1171.16 feet to the point of beginning.

5. The assurances referred to on the face page hereof are:

According to the public records the title to the herein described estate or interest was vested in the vestee named in paragraph 2 subject to the matters shown in Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

# SCHEDULE B Subdivision Guarantee

Guarantee No.:

#### EXCEPTIONS:

- 1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements, streets, roads, afleys or highways, whese disclosed of record by recorded Plat or conveyance, or decree of a Court of record; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor tiens or lens under the Workmen's Compensation Act not disclosed by the public records; any service, installiation or construction charges for sewer, water, electricity, or garbage collection and disposal.
- 2. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, water nights or matters relating thereto.
- 3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming after.
- 4. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year. Amounts shown do not include interest or penalty if delinquent.

Parcel Number: RP56N03W025550A

Year: 2023

Annual Taxes billed: \$1,017.92
First Half Taxes Payment Status: Paid
First Half Tax Amount: \$508.96

Second Half Taxes Payment Status: Due Second Half Tax Amount: \$508.96

Taxes as billed include the following exemptions: Homeowners

Affects: Real Property

5. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year. Amounts shown do not include interest or penalty if delinquent.

Parce: Number: MH56N03W02555A

Year: 2023

Annual Taxes billed: \$294.12

First Half Taxes Payment Status: Palc First Half Tax Amount: \$147.06

Second Half Taxes Payment Status: Due Second Half Tax Amount: \$147.06

Taxes as billed include the following exemptions: Homeowners

Affects: Voble force

- 6. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.
- 7. Ditch, road and public utility easements as the same may exist over said Land.
- 8. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.

An easement for the purpose shown below and tights incidental thereto as set forth in a document.

Granted To: Bonner County

Purpose: Road

Recorded: May 8, 1942

Book: 65 of Deeds, Page: 347

10. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Pacific Power Light Company, a corporation

Purpose: Public Lames Recorded: July 28, 1955 Instrument No.: 53611

11. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: General Telephone Company of the Northwest.

Purpose: Public Utilities Recorded: July 12, 1966 Instrument No.: 106907

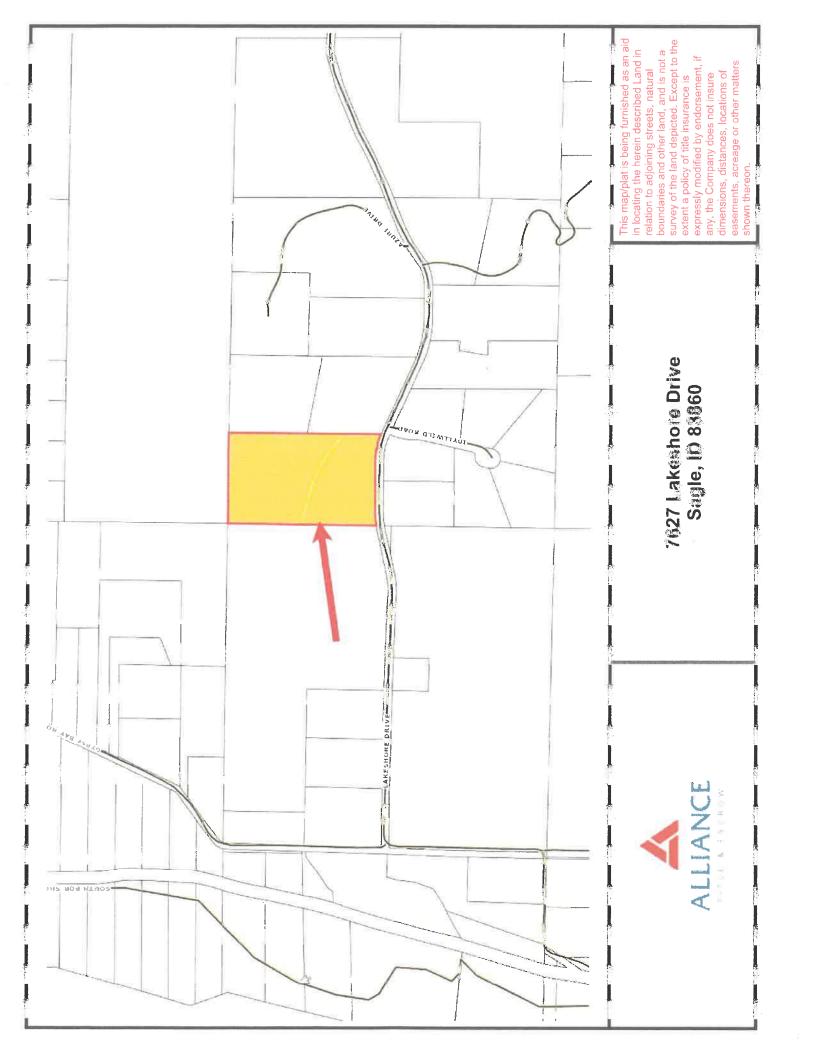
12. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat

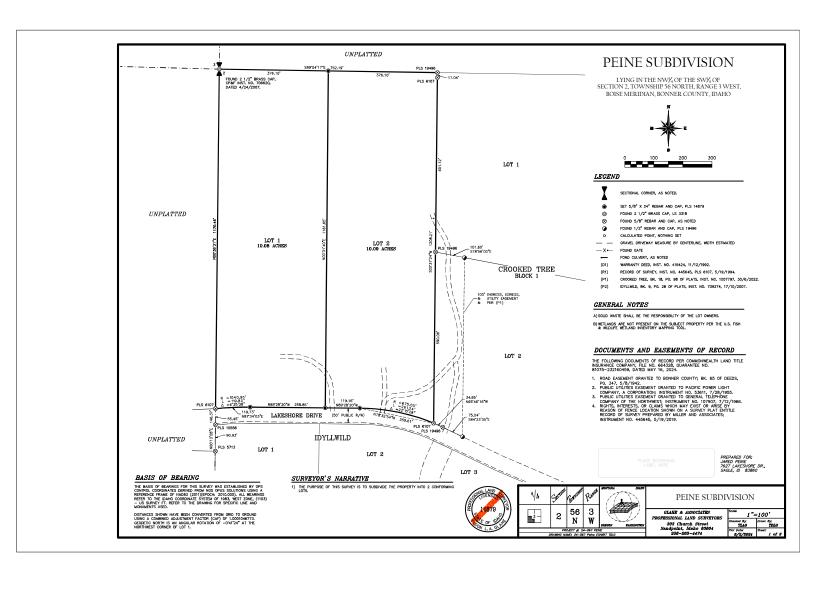
entified Record of Survey Dated: May 25, 1992

Prepared by: Miller and Associates

Recorded: May 19, 2019 Instrument No.: 445645 Fact(s): Fence location

Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.





### PEINE SUBDIVISION

		LYING IN THE NWY, OF THE SWY, OF SECTION 2, TOWNSHIP 56 NORTH, RANGE 3 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO	
OWNERS' CERTIFICATE		COUNTY COMMISSIONERS' CERTIFICATE	COUNTY SURVEYOR'S CERTIFICATE
KNOWN ALL MEN BY THESE PRESENTS THAT CHES FERE AND INTIMA PERE, OD-OWNERS OF I HEKEBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CE HAVE CAUSED THE SAME TO BE PLATED INTO LOTS 1-2, THE SAME TO BE KNOWN AS "PENE BEING A FORTION OF SECTION 2, TOWNSHIP OF NORTH, RANGE 3 WEST, BOISE MERIOLAN, BONN DAILO, MORE SEFORCHALLY DESCRIBED AS FOLLOWS:	PENE TRUST, RTIFICATE AND SUBDIVISION ER COUNTY,	THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS, BONNER COUNTY, IDAHO.  DATED THIS DAY OF	I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT "PEINE SUBDIVISION" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.
HENCE SOUTH 80°0417° EAST, 732.19 FEET; HENCE SOUTH 60°0724° WEST, 1008.21 FEETO A ; FEETO A ; FEETO A SITE AND FOR FEETO A ; FEETO A SITE AND	ADIUS 0F675.00	CHAIRMAN, BOARD OF BONNER COUNTY COMMISSIONERS	DATED THIS
HICH IS THE POINT OF BEGINNING, AVING AN AREA OF 878308.28 SQUARE FEET, 20.163 ACRES			SANITARY RESTRICTION
INE, CHRIS  CKNOWLEDGMENT  ATE OF  UNITY OF	DATE	PLANNING DIRECTOR THIS PLAT HAS BEEN EXAMINED AND APPROVED THIS DAY OF	SANTARY RESTRICTIONS AS RECURRED BY DANG CODE. THE 50 CHAPTER 13 ARE IN TORCE. NO MERRES THAT CONSTRUCT ANY PELLIUM, DIVELLION OF SPECIER HIGH RECURSION SHOULD PREMISE SUPPLYING OF WATER OR SWADE FACILITIES FOR PRECIDED LEWIS SUCH PREMISES UN'L SANTARY RESTRICTION REQUIREMENTS ARE SHIPPED.
I THIS DAY OF 2024, BEFORE ME, THE  DERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CHRIS PENIE, KNOWN OR  ENTIRED TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE FOREGOING INSTRUMENT.		PLANNING DIRECTOR	WATER AND SEWER NOTE
TARY PUBLIC FOR THE STATE OF			WATER SERVICE: WATER TO BE AN HOMODUAL WELL SEWER SERVICE: SEWAGE TO BE HOMODUAL SEPTIC
		SURVEYOR'S CERTIFICATE	COUNTY TREASURER'S CERTIFICATE  HEREBY CERTIFY THAT THE REQUIRED TAYES ON THE HEREBY DESCRIBED PROPERTY HAVE BEEN FLULLY PAUL UP TO AND MICLIONIO THE YEAR.
		I, TYSON L.A. GLAHE, PLS 14879, STATE OF IDAHO, DO HEREBY CERTEY THAT THIS PLAT WAS PREPARED BY ME OF NURSE MY DIRECTION AND IS BASED ON AN ACTUAL SIFPEY LOCATED IN SECTION 2, DIWASHPS 6 MORTH, RANGE 3 MEST, MANUEL SAME, STATE AND	DATED THIS DAY OF, 2024.  BONNER COUNTY TREASURER
		TYSON LA. GLAHE, PLS 14879 DATE	RECORDER'S CERTIFICATE  FILED THIS DAY OF
		2 (1979)	COUNTY RECORDER BY DEPUTY  9_FEE
		PREPARED FOR	PLACE PECCORDAG  AND LOCAL PROPERTY OF THE PECCORDAGE  PEINE SUBDIVISION
		JARED PEINE 7627 LAKESHORE DR., SAUE ID, RISARO	56 3 SIN W GEORGE ELEMENTS STREET OF THE SAME OF THE S