

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
94-8279	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael Powers, Patrick Powers

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John Ciellan and Joan Ciellan

New owner(s) as listed on the conveyance document

Name connector

☒ and☐ or☐ and/or

PO Box 492

Galloway

OH

43119

Mailing address

City

State

ZIP

(614) 620-1242

Email

jetstriker33@yahoo.com

Telephone

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: December 3, 2013

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary: N/A

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: Joan M. Ciellan

Signature of new owner/claimant

Grantee

Title, if applicable

12/6/13

Date

Signature: John Ciellan

Signature of new owner/claimant

Grantee

Title, if applicable

12/6/13

Date

For IDWR Office Use Only:

Received by N/ADate N/AReceipt No. N/AReceipt Amt. N/AApproved by ChadProcessed by ChadDate 12-31-13SCANNED
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SAR 13/19

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# 1051 DATE

LISTING AGENCY St. Marie's Realty Office Phone # (208) 661-9624 Fax # (208) 745-4508
 Listing Agent Michael Reinhardt E-Mail idcrealty@gmail.com Phone #
 SELLING AGENCY Keller Williams Realty Cdn Office Phone # 208-667-2399 Fax # (208) 667-2017
 Selling Agent Jennifer Swaze E-Mail jenswaze@gmail.com Phone # (208) 771-8663

1. BUYER JOHN AND JOAN CLELLAN
 (I/We (hereafter called "BUYER") agree to purchase, and the undersigned SELLER agrees to sell the following described real estate (hereinafter referred to as "PROPERTY") COMMONLY KNOWN AS 27109 S. Mainfold Road
Harrison City Kootenai County, ID. Zip 83838 legally described as
T1S17231 (IN NE-1/4) 17 47N 03W 11.81 Acres Sec: 17; Twn: 47; Rng: 3; Rge: 11
 OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

2. \$ PURCHASE PRICE DOLLARS,
 payable upon the following TERMS AND CONDITIONS (not including closing costs).

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.
 (A) \$ EARNEST MONEY: BUYER hereby deposits
 DOLLARS as Earnest Money evidenced by ☒ Cash ☐ Personal check ☐ Cashier's check ☐ Note (due date)
 and a receipt is hereby acknowledged.
 Earnest Money to be deposited in trust account upon receipt of Buyer acceptance by BUYER and SELLER or Cloier
 and shall be held by ☒ Listing Broker ☐ Selling Broker ☐ Cloier for the benefit of the parties hereto
 THE RESPONSIBLE BROKER SHALL BE Marie Pickford/Keller Williams

(B) ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer to complete Sections 3C and 3D, fill blanks with "0" (ZERO) IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 5 business days (five (5) if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C) \$ NEW LOAN PROCEEDS. This Agreement is contingent upon BUYER obtaining the following financing:
 FIRST LOAN of \$ not including mortgage insurance through ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ OTHER
 DEVELOPMENT, OTHER with interest not to exceed % for a period of year(s) at Fixed Rate
 In the event BUYER is unable after exercising good faith efforts to obtain the indicated financing, BUYER'S Earnest Money may be returned to

BUYER'S request.
☐ SECOND LOAN of \$ with interest not to exceed % for a period of year(s) at Fixed Rate
☐ Other
 LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within business days (five (5) if left blank) of SELLER'S acceptance. Within business days (ten (10) if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the aforesaid time allowed, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three (3) if left blank) after written confirmation was required. If SELLER does not cancel within the aforesaid time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described hereon or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

(D) \$ ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4)
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties

(E) \$ APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS includes cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being assumed or taken "subject to" any net differences between the approximate balances and the actual balance of said loans; shall be adjusted at closing as follows: ☐ Cash ☐ Other

BUYER'S Initials Date 12-17-13

SELLER'S Initials Date 12-24-13

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IDENTIFICATION

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5. Seller to provide Buyers with an Abstract of Title if available.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

9. **TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(D). **EXTENDED COVERAGE LENDER'S POLICY** (mortgagee policy). The lender may require that SELLER (Borrowing firm) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters in public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

SELLER'S Initial: *W/L* Date: *10-24-72*

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ADDENDUM # 1 (All addendums shall be numbered sequentially.)

RE-11 ADDENDUM

JULY 2013 EDITION
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THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

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Date: 10/31/13

This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: 10/23/13 ID # 1051

ADDRESS: 27199 S. Manifold Road, Harrison, ID 83833

BUYER(S): John and Joan Clellan

SELLER(S): Michael Powers, Patrick Powers

The undersigned parties hereby agree as follows:

1. Due to Sellers needing more time to file documents pertaining to an Easement and Water Rights to the well on the property, Line 340 to read: "On or before November 20, 2013."
2. Due to Sellers being out of state, property boundaries will not be flagged by Sellers. Also, because an Easement will be filed, Line 71 to read "Sellers to provide Buyers with any recent surveys available, including all Easement information filed."
3. Water rights to the well that services the property (located in the easement area) convey with sale of property.
4. All other Terms & Conditions previously mentioned in original Agreement still apply.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: John Clellan Date: 11-1-13

BUYER: Joanie Clellan / Joan Clellan Date: 11-1-13

SELLER: MICHAEL POWERS Date: _____

SELLER: PATRICK POWERS Date: _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
831 Main Avenue
St. Maries, ID 83861

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IDWARRANTS

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **484375-SM (ps)**

Date: **November 04, 2013**

For Value Received, **Michael Clayton Powers as his sole and separate property, as to an undivided 1/2 interest and Patrick Robert Powers and Sheri Snow Powers, husband and wife, who acquired title as, Patrick Robert Powers as his sole and separate property, as to an undivided 1/2 interest**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John Clellan and Joan Clellan, husband and wife**, hereinafter called the Grantee, whose current address is **P.O. Box 492, Galloway, OH 43119**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

TOGETHER WITH Grant of Easement for Water Well and Grant of Access and Utility Easement

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

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

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File No.: 484375-SM (ps)

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On this day of **November 2013**, before me, a Notary Public in and for said State, personally appeared **Michael Clayton Powers**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

File No.: 484375-SM (ps)

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

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Date: 11/04/2013

Warranty Deed
- continued

File No.: 484375-SM (ps)

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EXHIBIT A

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 17, MONUMENTED BY AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 4342, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 89°59'55" EAST, 250.00 FEET;

THENCE SOUTH 0°19'35" EAST, 1246.14 FEET TO AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 4342;

THENCE NORTH 33°45'23" WEST, 1498.78 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 17, MONUMENTED BY AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 4342;

THENCE NORTH 89°59'55" EAST ALONG SAID NORTH LINE, 825.72 FEET TO THE POINT OF BEGINNING.

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Engineering & Surveying

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



EXHIBIT "A" TO GRANT DEED OF EASEMENT FOR WATER WELL

Sec. 8, T47N R3W

POWERS-to-CLELLAN

DOMESTIC WATER WELL AND APPURTENANT UTILITIES EASEMENT

LEGAL DESCRIPTION

Scott M. Rasor
11/13/13
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A parcel of land for existing domestic water well operation, maintenance and associated appurtenances easement over, under and across the South 80.00 feet of the West 4 rods of Tax Number 3906, as described in Deed on file in Book 153 at page 439, situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 47 North, Range 3 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

Beginning at the South Quarter corner of said Section 8, monumented with an existing iron rod, 5/8 inch diameter with 1-1/2 inch aluminum cap according to Corner Perpetuation and Filing Record Form on file under Instrument Number 2436256000 from which the Center Quarter corner of said Section 8, monumented with an existing iron rod, 5/8 inch diameter with 2-inch aluminum cap according to Corner Perpetuation and Filing Record Form on file under Instrument Number 2436255000, bears North 00°15'38" West, a distance of 2,640.41 feet;

thence along the South line of said Section 8, South 89°59'55" West, a distance of 49.50 feet (3 rods) to the Southeast corner of the West 4 rods of said Tax Number 3906, the Point of Beginning;

thence continuing along said South line of Section 8 and the South line of said West 4 rods of said Tax Number 3906, South 89°59'55" West, a distance of 66.00 feet (4 rods), to the Southwest corner thereof;

thence along the West line of said Tax Number 3906, North 00°15'38" West, a distance of 80.00 feet;

thence leaving said West line, North 89°59'55" East, a distance of 66.00 feet to the East line of said West 4 rods of said Tax Number 3906;

thence along said East line, South 00°15'38" East, a distance of 80.00 feet to the Point of Beginning.

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

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27199 S MANIFOLD RD

Harrison, ID 83833

Site Built > 2 Acres

MLS#: 13-3791

Area: 09 - Chain Lakes/Harrison Area

Total Bedrooms: 3

Total Bathrooms: 2.00

Total SqFt: 1464

Lot Acres 11.81

Year Built 1965

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LAKE VIEW! 11.81 ACRES. 3 bed, 2 bath, Enjoy the wildlife, View of Coeur d Alene Lake and the quiet of this end of the road Private location. This cabin style home has southern exposure and lake views from living, kitchen, and bedrooms. Located just off HWY 97 just minutes from Harrison Id. where you can Swim, Fish or Ride the Trail of the Coeur d Alenes Bike Trail.

Listing Office: St Maries Realty - Office : (208) 245-4502; Fax : (208) 245-4508

Contract Information

Status	Active	REO	No	Short Sale	No
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Legal and Taxes

Taxes for:	2012	Taxes Reflect:	No Exemptions	Zoning	RESRES
School District	Kootenai - 274	Subdivision	N/A	Tax Bill # (AIN):	128232
County	Kootenai			Parcel Number	47N03W172600

Legal Description: TX #17231 [IN NE-NW] 17 47N 03W

Sec: 17; Twn: 47; Rng: 3; Rng Dir: WBM

Directions: Harrison South to Manifold Rd, Right 1 mile to end of County Rd, Right down driveway 100 yds to home.

General Property Description

Style	Multi-Story	Total SqFt.	1,464	Basement	No
SqFt per:	Assessor/Tax Roll	Garage Stall	2 Cars	Lot Type 1	Residential
SqFt B		Garage Type	Det Carport	Lot Size	
SqFt 1		Year Built	1965	Lot Type 2	
SqFt 2		New Construction	No	Lake/River Name	
SqFt 3		Frontage Feet:		Realtor.COM Type	Residential - Single Family

Total Bedrooms	3	Total Bathrooms	2.00	Details	
Basement Bdrms		Basement Baths		Searchable	Main Fl Mst Bdrm; Main Floor
1st Floor Bdrms		1st Floor Baths		Rooms:	Utilities
2nd/3rd Floor Bdrms		2nd/3rd Floor Baths		Kitchen	Bkfst Bar
View:	Territorial; Lake			Amenities:	
Lot Features:	Sloping; Southern Exposure; Steep; Wooded			Flooring:	Carpet; Vinyl
Interior Amenities:	Gas Stove			Construction:	Frame; Post & Beam
Exterior Amenities:	Open Deck; Satellite Dish			Basement:	None
Appliances:	Range/Oven, Elec			Foundation:	Concrete
Fuel:	Electric; Oil; Wood			Exterior:	Wood
Heat:	Wall; Stove			Roof:	Comp Shingle
Additional Buildings:	Garden Shed			Road:	Gravel; Private Maintained; Public Maintained
				Water:	Private Well
				Sewer:	Septic System

Property Subject to: CC&R's: No; Homeowners Assoc: None; Non-Mtg Liens: None; LID: None

Flood Zone: No
Aircraft Flight Zone: No
Fire Protection Dist: Yes

Compose

Delete Move Spam More Collapse All

Inbox (99+)

Drafts (16)

Sent

Spam (3)

Trash

Folders

Recent

Messenger

Calendar

Contacts

Notepad

Yahoo Mail for Mobile

Send Feedback

Sponsored



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with a PhD from
Capella University.
Learn more.

Easements from Attorney (6)

Subject: FW: FW: Easements from Attorney

To: Mike Reinhardt <ldrealty1@gmail.com>Cc: Pat Powers <pat@vbclinics.com>, sspowers@sbcglobal.net

Mike;

Probably against your advice, I contacted the buyer by phone for just a couple of minutes, only to ask her if she would extend the closing date, since you are getting on a plane and Obama arriving at LAX tonight which would have made it physically impossible for me to even drive the documents down to Pat to gain his signature tonight. I told the buyer that the attorney had incorporated all of her concerns into the easements, and she told me she had no problem with extending the escrowed close date until Tuesday, December 3, 2013, so she could review the documents and confirm they meet her specifications, which after talking to her I'm sure they will.

- 1) Would you please write up an extension extending the escrow close date to Tuesday, December 3, 2013 and send it to the buyer's agent and us so we can sign it and extend the date.
- 2) Would you please forward the attached easements to the buyer's agent for the buyers approval.

The attorney addressed her concern about the water pipe easement over the 7.7 acres, specifically putting "water line" in the amended easement over the 7.7 acres. With regard to the water adjudication, the attorney explained to me that he will draft the necessary paperwork to transfer 100% of the current water adjudication solely and completely to the buyer tomorrow. The attorney explained to me that I will have to complete a new water adjudication form for my hand dug well, which is no problem for me as I still have the forms for the old adjudication. Both the transfer and the new water adjudication can be done at no expense to either myself or the buyer, other than the attorney fees which are my expense.

After hearing back from you tomorrow that these easements are satisfactory to the buyer, I will print them out and have my signature notarized and send the documents to Pat for his signature. Pat should receive them by Friday morning and be able to overnight FedEx them to the escrow company so they arrive on Saturday or Monday.

I hope you had a good flight. I'll talk to you tomorrow.

Thanks,

Michael Powers

From: Scott Poorman [mailto:scott@poormanlegal.com]

Sent: Monday, November 25, 2013 5:40 PM

To: Mike Powers

Subject: Re: FW: FW: Easements from Attorney

Mike... Here are the revised easement documents.

I had to add signature lines for John and Joan on the Access Easement because they are making a commitment to install conduits if they pave the road.

First American can send the document to them along with the other closing documents.

Please note that these documents are formatted for legal size (14") paper. I'll take care of the amended water claim tomorrow and send you a copy of the filed document.

Scott L. Poorman

Attorney at Law

PO Box 2871

Hayden, ID 83835

[208-772-6800](tel:208-772-6800)

On 11/25/2013 4:56 PM, Mike Powers wrote:

From: Mike Reinhardt [mailto:ldrealty1@gmail.com]

Sent: Monday, November 25, 2013 3:33 PM

To: Michael Powers

Subject: Fwd: FW: Easements from Attorney

Hi Mike

It looks like from this email that that's all the changes. Let me know approx. date for new closing when you have it.

Your
career
An MBA
Ohio Dom
Unive
Accele
Onli
Flexi

Apply now

OHIO
DOMINION
UNIVERSITY

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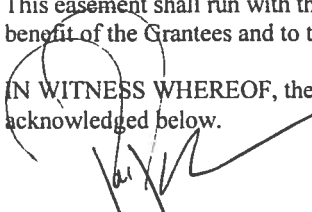
GRANT OF EASEMENT
For water well

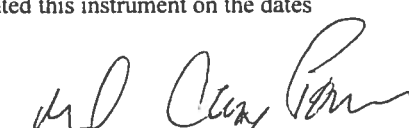
For good and valuable consideration received, MICHAEL CLAYTON POWERS, an unmarried man, and PATRICK ROBERT POWERS, a married man dealing with his sole and separate property, (hereafter collectively referred to as "Grantors"), do hereby grant and convey to JOHN CLELLAN and JOAN CLELLAN, husband and wife, whose mailing address is PO Box 492, Galloway, Ohio 43119, (hereafter "Grantees"), a perpetual, exclusive easement over, under, across and upon that portion of the Grantors' real property described in **Exhibit "A"** attached and incorporated herein.

This easement is granted appurtenant to the Grantees' real property described in **Exhibit "B"** attached and incorporated herein, and is limited for the use, operation, maintenance, repair, improvement and replacement of an existing water well, and all pipes, valves, fittings and fixtures necessary to convey water from the well to the Grantees' real property for domestic purposes.

This easement shall run with the land and shall be binding on the Grantors and inure to the benefit of the Grantees and to their respective heirs, successors or assigns.

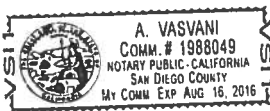
IN WITNESS WHEREOF, the Grantors have executed this instrument on the dates acknowledged below.


PATRICK ROBERT POWERS


MICHAEL CLAYTON POWERS

STATE OF CALIFORNIA)
) ss.
County of San Diego)

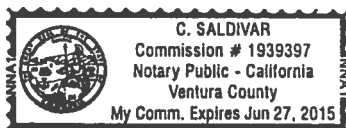
On this 30th day of Nov 2013, before me, A. VASVANI, Notary Public, personally appeared **Patrick Robert Powers**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

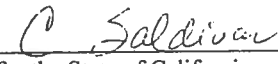



Notary for the State of California
My Commission Expires: 08/16/16

STATE OF CALIFORNIA)
) ss.
County of Ventura)

On this 26th day of November 2013, before me, C. Saldivar, Notary Public, personally appeared **Michael Clayton Powers**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.




Notary for the State of California
My Commission Expires: 6-27-15