

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 08 2015

IDWR/NORTHERN

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-13195	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Julia Waits
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael W + ~~Alana~~ Marcia K Fiedler
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 22726 Rd 60 Oakwood OH 45873
Mailing address City State ZIP
- 419 594-2432 mmfiedler816@gmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 8-29-14

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
☐ \$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: Michael W. Fiedler Title, if applicable: _____ Date: 6/8/15
Signature of new owner/claimant
- Signature: Marcia Fiedler Title, if applicable: _____ Date: 6-8-15
Signature of new owner/claimant

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A

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 LW Processed by LW Date 6-8-2015

JUN 08 2015



Pioneer Title Co. RECEIVED

GOING BEYOND

100 Wallace Avenue
Coeur d'Alene, ID 83814

JUN 08 2015

IDWR/NORTHERN

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 555699

JIM BRANNON 3 P 2468489000
KOOTENAI COUNTY RECORDER
JAJ 8/29/2014 12:41 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY
RECORDING FEE: \$16.00 DD
Electronically Recorded

WARRANTY DEED

For Value Received

Julia A. Waits, a single person

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Michael W. Fiedler and Marcia K. Fiedler, husband and wife

hereinafter referred to as Grantee, whose current address is 22726 Rd 60

The following described premises, to-wit:

Oakwood, OH 45873

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: August 25, 2014

Julia A. Waits
Julia A. Waits

State of _____, County of _____

On this ____ day of August in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Julia A. Waits known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Residing at: _____
Commission Expires: _____

See Attached

SCANNED

JUN 08 2015



100 Wallace Avenue
Coeur d'Alene, ID 83814

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Residing at: _____
Commission Expires: _____

See attached

SCANNED
JUN 08 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange

On August 27, 2014

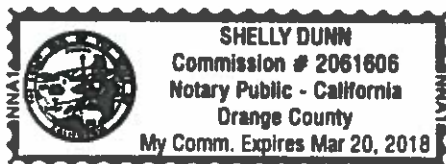
Date

before me, Shelly Dunn

Here Insert Name and Title of the Officer

personally appeared Julia A. Waits

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Shelly Dunn

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: August 25, 2014

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Julia Waits

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT A

A part of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 35, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, according to the Record of Survey by Meckel Engineering and Surveying; more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of the Northeast Quarter (C1/4 section corner), monumented with an iron rod, 5/8 inch diameter, with an aluminum cap marked LS 5289; thence

North 89°57'35" East, 661.80 feet along the South boundary of the Southwest Quarter of the Northeast Quarter (of record as North 89°56'19" East, on a Record of Survey by LS 687) to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 832, the POINT OF BEGINNING; thence

Continuing North 89°57'35" East, 294.65 feet along the South boundary of said Southeast Quarter of the Southwest Quarter of the Northeast Quarter, to a point on the centerline of Cougar Gulch Road; thence

Traversing the centerline of Cougar Gulch Road as follows:

North 20°03'41" East, 195.86 feet; thence

North 28°25'28" East, 95.03 feet; thence

North 35°17'05" East, 93.41 feet; thence

North 41°25'19" East, 77.29 feet; thence

North 57°54'07" East, 63.88 feet; thence

North 78°01'44" East, 29.22 feet to the intersection of the centerline of a private road; thence

Traversing the centerline of the private road as follows:

North 37°16'55" West, 51.58 feet; thence

North 25°41'18" West, 100.37 feet; thence

North 37°04'33" West, 40.63 feet; thence

North 68°03'33" West, 41.69 feet; thence

North 73°20'17" West, 72.30 feet; thence

North 69°08'38" West, 43.68 feet to a point on the North boundary of said Southeast Quarter of the Southwest Quarter of the Northeast Quarter; thence

North 89°55'31" West, 345.77 feet along the North boundary of said Southeast Quarter of the Southwest Quarter of the Northeast Quarter to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 832; thence

South 0°05'45" West, 658.18 feet along the West boundary of said Southeast Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING.

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