

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 27 2016

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
95-12507	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DONALD D BALDWIN
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): THE WILLIAM J. HARDING AND MARGO M. HARDING FAMILY TRUST
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 415 S. COACH LANE COEUR D'ALENE ID 83814
Mailing address City State ZIP
- 208-457-8082 billehardingclan.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: 9/17/2014

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:

- 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: William Harding Trustee 6-24-2016
Signature of new owner/claimant Title, if applicable Date
- Signature: Margo Harding Trustee 6-24-2016
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

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

Approved by _____ Processed by _____ Date 6-29-16

SCANNED
JUN 29 2016

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

READ AND APPROVED:
William J. Harding
Margo M. Harding

(Space Above For Recorder's Use)

WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CAT HOLDINGS, LLC, an Idaho limited liability company ("Grantor"), conveys, grants and warrants to WILLIAM J. HARDING AND MARGO M. HARDING, as Trustees of THE WILLIAM J. HARDING AND MARGO M. HARDING FAMILY TRUST DTD June 16, 1992, Amended December 15, 2000 and Amended October 11, 2002 ("Grantee"), whose address is 1155 Saxon Way, Menlo Park, CA 94025 and its successors and assigns forever, the following described real property:

[the real property described in Exhibit A, attached.]

Together with a perpetual, non-exclusive easement over and across the existing private driveway traversing the southwest corner of Lot 3, Block 1, COACH LANE ESTATES AMENDED, according to the plat recorded in Book "J" of Plats, Page 55, records of Kootenai County, Idaho, for the purpose of using and maintaining said existing private driveway and providing vehicular and pedestrian ingress and egress to and from Coach Lane, as the same is described on the Plat of Coach Lane Estates Amended, to and from the real property conveyed herein and described in Exhibit A, attached.

SUBJECT TO taxes and assessments for the year 2014 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights appertaining to the property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set

forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 16th day of September, 2014.

GRANTOR:

CAT HOLDINGS, LLC

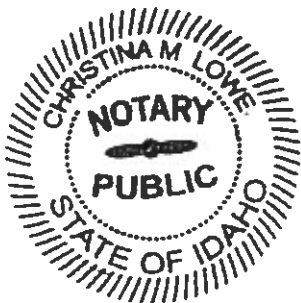
By: Donald Baldwin
Donald Baldwin, Member
D. Managing

By: Christine A. Baldwin
Christine A. Baldwin, Member
Managing

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of September, 2014, before me Christina M. Lowe, a notary public, personally appeared Donald ^aBaldwin and Christine A. Baldwin, known or identified to me (or proved to me on the oath of Drivers License) to be the ^{Managing} Members of CAT HOLDINGS, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Christina M. Lane
NOTARY PUBLIC FOR IDAHO
Residing at Past Falls
My Commission Expires 05/10/2016

EXHIBIT A

Parcel I:

Lot 1, Block 1, Coach Lane Estates Amended, according to the plat recorded in Book "J" of Plats, Page(s) 55, records of Kootenai County, Idaho.

Parcel II:

Lot 2, Block 1, Coach Lane Estates Amended, according to the plat recorded in Book "J" of Plats, Page(s) 55, records of Kootenai County, Idaho.

Parcel III:

A parcel of land in Government Lot 8, Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the East Quarter corner of Section 12, a one-inch steel rod as shown on Record of Survey in Book 8, Page 8 and recorded on the Corner Perpetuation and Filing Record, Instrument No. 1155128, records of Kootenai County; thence

Southerly along the East line of Section 12, a distance of 236.4 feet, more or less, to an iron pipe, 1 ¼ " diameter at the Southeast Quarter corner of Tax No. 7395; thence

North 89°29'54" West, 1294.46 feet to a nail in a rock outcrop at the Southwest corner of Tax No. 7395; thence

North 0°12'00" East, 330.00 feet to an iron pipe, ¾" diameter, at the Southwest corner of Tax No. 2185; thence

North 0°12'00" East, 346.75 feet to a point on the West line of Government Lot 8; thence

South 69°29'18" East, 378.69 feet to the POINT OF BEGINNING of this description; thence

North 27°53'49" East, 432.27 feet to a point on the South bank of the Spokane River; thence

Along said riverbank North 87°56'27" East, 41.37 feet; thence

South 70°27'37" East, 100.41 feet; thence

Departing said riverbank, South 27°53'49" West, 450.00 feet; thence

North 69°29'18" West, 136.31 feet to the POINT OF BEGINNING.