

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
AUG 07 2014
IDWR/NORTH

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?
95-11371	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Nancy K. Missler

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael J. Harmon, and/or Joel W. Harmon, and/or Kathleen F. Harmon

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/orMailing address 5739 W. Presley Rd.City coeur d'AleneState IdZIP 83814Telephone 907-952-2091Email ak-harmon@yaho.com

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: 10/28/2011

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: [Signature]

Signature of new owner/claimant

Title, if applicable

Date 8/14/2014

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by N/ADate N/AReceipt No. N/AReceipt Amt N/AApproved by LWProcessed by LWDate 8-14-2014

SCANNED

AUG 14 2014



Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 141359

CLIFFORD T. HAYES 2P 2332786000
KOOTENAI COUNTY RECORDER Page 1 of 2
JAJ Date 10/28/2011 Time 02:20:54
REQ OF PIONEER TITLE
RECORDING FEE: \$13.00
2332786000 DD

WARRANTY DEED

For Value Received

Nancy K. Missler, Trustee of the Agape Trust

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

Michael J. Harmon, an unmarried man and Joel W. Harmon and Kathleen F. Harmon, husband and wife

hereinafter referred to as Grantee, whose current address is

5139 W. Presley Rd, Coeur d'Alene, ID 83814

the following described premises, to-wit:

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), that 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: October 27, 2011

Agape Trust

By: Nancy K. Missler, Trustee
Nancy K. Missler, Trustee

STATE OF IDAHO

SS.

COUNTY OF KOOTENAI

On this 27th day of October in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Nancy K. Missler as Trustee(s) of Agape Trust, to me know to be the individual(s) described in and who executed the within and foregoing instrument as said trustee(s), and acknowledged that he/she/they signed the same as trustee(s) of said trust and as his/her/their free and voluntary act and

SCANNED
AUG 14 2014

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

Michael J. Harmon, an unmarried man and Joel W. Harmon and Kathleen F. Harmon, husband and wife

hereinafter referred to as Grantee, whose current address is

5139 W. Pinedale Rd, Coeur d'Alene, ID 83814

the following described premises, to-wit:

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), that 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: October 27, 2011

Agape Trust

By: Nancy K. Missler, Trustee
Nancy K. Missler, Trustee

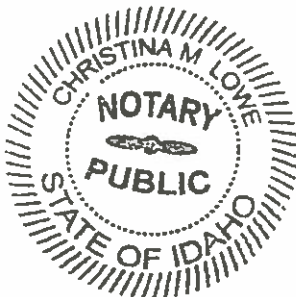
STATE OF IDAHO

ss.

COUNTY OF KOOTENAI

On this 27th day of October in the year of 2011, before me, the undersigned, a Notary Public, personally appeared Nancy K. Missler as Trustee(s) of Agape Trust, to me know to be the individual(s) described in and who executed the within and foregoing instrument as said trustee(s), and acknowledged that he/she/they signed the same as trustee(s) of said trust and as his/her/their free and voluntary act and deed for said trust, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of October 2011



Christina M. Lowe

Christina M. Lowe
Notary Public of Idaho
Residing at Post Fall
Commission expires: May 10, 2016

SCANNED
AUG 14 2014

EXHIBIT A

A tract of land being a portion of the Northwest Quarter of the Southeast Quarter and Southwest Quarter of the Northeast Quarter of Section 32, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 32, which is monumented with a 2 inch aluminum cap in monument case, according to CP&F filed under Instrument No. 2330815000; thence

Along the East-West centerline of said Section 32, North $88^{\circ}35'52''$ West, 1322.78 feet to the center-East 1/16 corner of said Section 32 which is monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 4182, the POINT OF BEGINNING; thence

Along the North-South centerline of the Southeast Quarter on said Section 32, South $00^{\circ}15'45''$ West, 25.38 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374 in an existing fence line; thence

Along said fence line, North $88^{\circ}24'31''$ West, 758.95 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374 to a point on the Northeasterly right-of-way of Presley Road and non-tangent curve the radius of which bears South $24^{\circ}32'17''$ West; thence

Northwesterly along said right-of-way line, said curve to the left having a radius of 658.41 feet through a central angle of $08^{\circ}36'05''$, an arc distance of 98.93 feet having a chord bearing and distance of North $69^{\circ}45'46''$ West, 98.75 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374; thence

North $36^{\circ}12'58''$ East, 528.57 feet, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374;

Continuing North $36^{\circ}12'58''$ East, 53.92 feet to an iron rod, 24 inches long, 5/8 inch diameter, with a plastic cap marked PLS 4997; thence

North $88^{\circ}29'26''$ East, 158.33 feet to an iron rod, 24 inches long, 5/8 inch diameter, with a plastic cap marked PLS 4997; thence

South $34^{\circ}23'35''$ East, 50.79 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374; thence

Continuing South $34^{\circ}23'35''$ East, 171.06 feet to an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374; thence

South $34^{\circ}51'56''$ East, 391.20 feet to the POINT OF BEGINNING.

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