

RECEIVED

MAR 04 2019

IDWR/NORTHERN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
95-12498	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael + Carol Collins

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): David Charles Montgomery Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or3600 Harbor Blvd. #154ONWARDCa93035

Mailing address

City

State

ZIP

805-208-9086dcaanassociates@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: 3/12/2018 (3/2/2018)

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 owner/teeDate 2/25/19Signature: [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 [Signature]Processed by [Signature]Date 3-6-2019



100 Wallace Avenue
Coeur d'Alene, ID 83814

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

File No. 642082 JS/SS

This is a correction deed to the Warranty Deed
that recorded on 3/2/2018 instrument # 2633663000

WARRANTY DEED to correct the Grantors name.

For Value Received Carolyn J. Collins, a single woman, as her sole and separate property also known as Carolyn B. Collins, a single woman as her sole and separate property hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David Charles Montgomery as Trustee of the David Charles Montgomery Family Trust hereinafter referred to as Grantee, whose current address is:

3600 Harbor Blvd #154, Oxnard, CA 93035

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), 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.

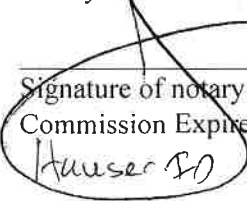
Dated: February 22, 2018


Carolyn J. Collins aka Carolyn B. Collins

State of Idaho, County of Kootenai

This record was acknowledged before me on 11-8-, 2018 by Carolyn J. Collins also known as Carolyn B Collins AKA Carolyn B. Collins

Signature of notary public
Commission Expires: 2-24-22


Hanser DO

JACQUELINE SERGEANT
COMMISSION #29426
NOTARY PUBLIC
STATE OF IDAHO

JIM BRANNON 2 P 2633663000
KOOTENAI COUNTY RECORDER
JAJ 3/2/2018 12:35 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY
RECORDING FEE: \$15.00 DD
Electronically Recorded



100 Wallace Avenue
Coeur d'Alene, ID 83814

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

File No. 642082 JS/SS

WARRANTY DEED

For Value Received Carolyn J. Collins, a single woman, as her sole and separate property hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David Charles Montgomery as Trustee of the David Charles Montgomery Family Trust hereinafter referred to as Grantee, whose current address is:

3602 Harbor Blvd, Suite 154, Oxnard, CA 93035

The following described premises, to-wit:

A tract of land in Government Lot 1, Section 10, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at a point on the North line of Section 10 marked by a 1-inch pipe on the shore of Lake Coeur d'Alene, said point being North 89°40' East, 1592.3 feet from the Northwest corner of Section 10 and South 89°40' West, 74 feet from the North meander corner; thence

Along the shore of Lake Coeur d'Alene, South 23°47' West, 100 feet; thence

South 2°59½' East, 100 feet; thence

South 10°18' West, 100 feet; thence

South 40°06' West, 100 feet; thence

South 48°35' West, 300 feet to the True Point of Beginning for this description; thence

Continuing along the shore of Lake Coeur d'Alene, South 58°38½' West, 75 feet; thence

EXHIBIT A

A tract of land in Government Lot 1, Section 10, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at a point on the North line of Section 10 marked by a 1-inch pipe on the shore of Lake Coeur d'Alene, said point being North $89^{\circ}40'$ East, 1592.3 feet from the Northwest corner of Section 10 and South $89^{\circ}40'$ West, 74 feet from the North meander corner; thence

Along the shore of Lake Coeur d'Alene, South $23^{\circ}47'$ West, 100 feet; thence

South $2^{\circ}59\frac{1}{2}'$ East, 100 feet; thence

South $10^{\circ}18'$ West, 100 feet; thence

South $40^{\circ}06'$ West, 100 feet; thence

South $48^{\circ}35'$ West, 300 feet to the True Point of Beginning for this description; thence

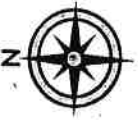
Continuing along the shore of Lake Coeur d'Alene, South $58^{\circ}38\frac{1}{2}'$ West, 75 feet; thence

South $67^{\circ}55'$ West 125 feet; thence

Leaving the shore of Lake Coeur d'Alene, North $14^{\circ}34\frac{1}{2}'$ West, 297.35 feet; thence

North $62^{\circ}34'$ East, 114.41 feet; thence

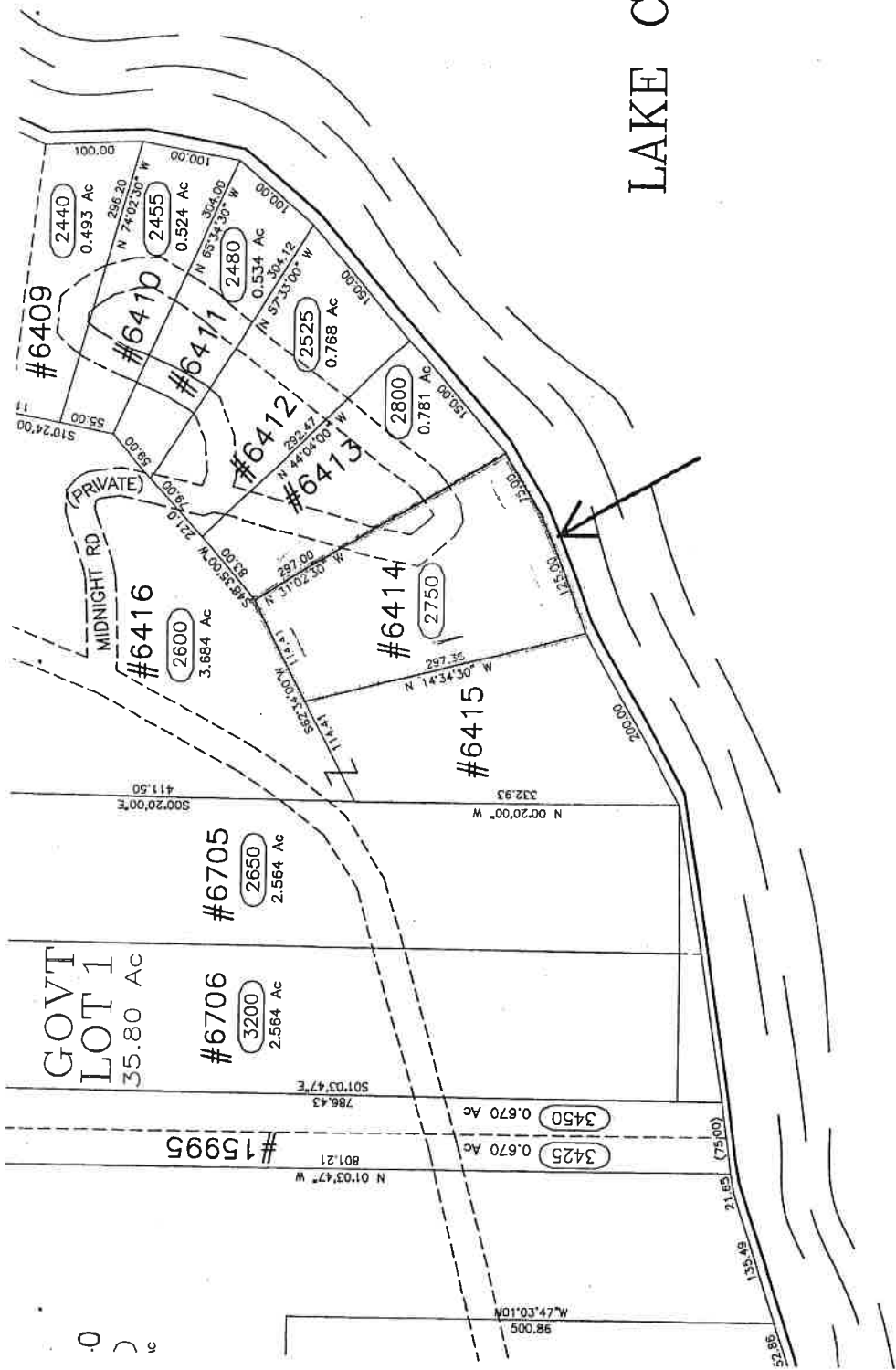
South $31^{\circ}02\frac{1}{2}'$ East, 297.0 feet to the True Point of Beginning.



LAKE COEUR D'ALENE

Note:
Shoreline depiction
purposes only, pi
to extend to ord
mark for assess
otherwise noted.

This sketch is solely for the purpose of
assisting in locating said land and
Pioneer Title Company assumes no
liability for inaccuracies therein.



ACCOMMODATION ONLY

RECORD IN COUNTERPART

EASEMENTS FOR WATER SYSTEM

THIS AGREEMENT is made as of this 12th day of October 2006, between Allan H. Toole and Ainslie P. Toole (hereinafter "Tooles"), Girvin Shaw Partnership, a limited partnership, (hereinafter "Girvin"), and Michele Attwood, Lynn Attwood, and Denise Attwood (hereinafter "Attwoods").

Whereas the three parties are the owners of adjacent parcels of land along the waterfront of Black Rock Bay on Lake Coeur d'Alene, in Kootenai County, Idaho, as follows:

Toole Property. Tooles own the following parcel which is hereinafter referred to as "Toole Property."

A tract of land in Government Lot 1, Section 10, T. 48 N., R. 4 W., B.M., Kootenai County, Idaho, described as follows: Beginning at a point on the North line of Section 10 marked by a 1 inch pipe on the shore of Lake Coeur d'Alene, said point being N. 89°40' E., 1592.3 feet from the Northwest corner of Section 10 and S. 89°40' W., 74 feet from the North meander corner, thence along the shore of Lake Coeur d'Alene S. 23°47' W., 100 feet; thence S. 2° 59½' E., 100 feet; thence S. 10°18' W., 100 feet; thence S. 40°06' W., 100 feet; thence S. 48°35' W., 300 feet to the true point of beginning for this description; thence continuing along the shore of Lake Coeur d'Alene S. 58°38½' W., 75 feet; thence S. 67°55' W., 125 feet; thence leaving the shore of Lake Coeur d'Alene N. 14°34½' W., 297.35 feet; thence N. 62°34' E., 114.41 feet; thence S. 31°02½' E., 297.0 feet to the true point of beginning, including riparian rights and shore lands between extended side lines.

and

Girvin Property. Girvin owns the following parcel which is hereinafter referred to as "Girvin Property."

A tract of land in Government Lot 1, Section 10, T. 48 N., R. 4 W., B.M., Kootenai County, Idaho, described as follows: Beginning at a point on the North line of Section 10 marked by a 1 inch pipe on the shore of Lake Coeur d'Alene, said point being N. 89°40' E., 1592.3 feet from the Northwest corner of Section 10 and S. 89°40' W., 74 feet from the North meander corner, thence along the shore of Lake Coeur d'Alene S. 23°47' W., 100 feet; thence S. 2° 59½' E., 100 feet; thence S. 10°18' W., 100 feet; thence S. 40°06' W., 100 feet; thence S. 48°35' W., 150 feet to the true point of beginning for this description; thence continuing along the shore of Lake Coeur d'Alene S. 48°35' W., 150 feet; thence leaving the shore of Lake Coeur d'Alene N. 31°02½' W., 297.0 feet; thence N. 48°35' E., 83 feet; thence S. 44°04' E., 292.47 feet to the true point of beginning, including riparian rights and shore lands between extended side lines.

and

DANIEL J. ENGLISH 14P I 2062093000
KOOTENAI CO. RECORDER Page 1 of 14
AAA Date 10/19/2006 Time 12:00:28
REC-REQ OF NORTH IDAHO TITLE INSURA
RECORDING FEE: 42.00
2062093000 DE 9

Attwood Property. Attwoods own the following parcel which is hereinafter referred to as "Attwood Property."

A tract of land in Government Lot 1, Section 10, T. 48 N., R. 4 W., B.M., Kootenai County, Idaho, described as follows: Beginning at a point on the North line of Section 10 marked by a 1 inch pipe on the shore of Lake Coeur d'Alene, said point being N. 89°40' E., 1592.3 feet from the Northwest corner of Section 10 and S. 89°40' W., 74 feet from the North meander corner, thence along the shore of Lake Coeur d'Alene S. 23°47' W., 100 feet; thence S. 2° 59½' E., 100 feet; thence S. 10°18' W., 100 feet; thence S. 40°06' W., 100 feet to the true point of beginning for this description; thence continuing along the shore of Lake Coeur d'Alene S. 48°35' W., 150 feet; thence leaving the shore of Lake Coeur d'Alene N. 44°04' W., 292.47 feet; thence N. 48°35' E., 79 feet; thence S. 57°33' E., 304.12 feet to the true point of beginning, including riparian rights and shore lands between extended side lines.

and,

Whereas in the year 1982 the parties hereto and their predecessors in interest mutually agreed to drill a well for water on the Toole Property, to construct a "well house" containing pressure tanks and necessary valves and fittings, both of which well and well house are located on or near the property line between the Toole and Girvin Properties, to install the necessary underground electrical connections on the Toole and Girvin Properties from the power pole located on the Toole/Girvin property line to the pump and well house, and to install the necessary underground water pipes to distribute water from the well house to each of the three Properties, and

Whereas in the year 2003 the power supply line from the power pole to the well house, although left in place, was abandoned and a new underground electrical supply line was installed running from the Girvin house to the well house, and

Whereas all of the improvements described above are hereinafter referred to as the "Water System," and attached hereto is a very rough not-to-scale sketch of the presumed locations of the well, well house, electrical lines and water pipes, and

Whereas the owners of the three Properties paid in three equal shares the costs of installing the well and well house and have since paid in three equal shares the cost of maintaining the Water System, and now desire formally to memorialize their agreement,

NOW, THEREFORE, in consideration of contributions heretofore made by the parties toward the construction and maintenance of the Water System, the covenants herein set forth, and other good and valuable considerations, it is agreed as follows:

Tooles grant to Girvin and Attwoods, for the use and benefit of the Girvin and Attwood Properties, a perpetual easement running with the land to have access to and to use and maintain that portion of the Water System now located on the Toole Property,

Girvin grants to Tooles and Attwoods, for the use and benefit of the Toole and Attwood Properties, a perpetual easement running with the land to have access to and to use and maintain that portion of the Water System now located on the Girvin Property, and

The parties mutually agree that they will each use no more than one third of the water produced by the well for household use, and except for occasional minimal amounts they will not use the water for agricultural, irrigation, or landscape uses on the respective Properties owned by them.

The parties will pay in three equal shares the future costs of maintaining the well and well house and its immediate electrical and plumbing systems. Each party is responsible for maintaining the water distribution lines supplying water to such party's property. In the event either or both Girvin and Attwoods install their own well and water supply system on their Property, such party's easement rights herein granted on or across the other Properties will terminate.

In the event Girvin chooses to construct permanent improvements on that portion of the Girvin Property now occupied by the water supply line providing water to the Attwood Property, Attwoods will pay the cost of relocating the water supply line across the Girvin Property to a location satisfactory to Girvin.

This agreement which may be executed in several identical counterparts is binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement on the dates on which their respective signatures have been notarized.

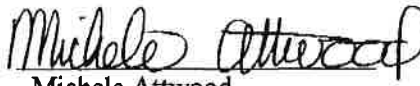

Allan H. Toole


Ainslie P. Toole

Girvin Shaw Partnership

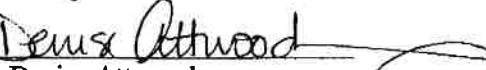
By _____
George Girvin

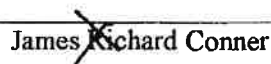
By _____
Lila Shaw Girvin
General Partners


Michele Attwood


Lynn Attwood


Loren Attwood

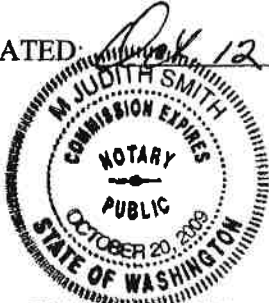

Denise Attwood


James Richard Conner

STATE OF WASHINGTON)
) ss:
County of Spokane)

I certify that I know or have satisfactory evidence that ALLAN H. TOOLE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in such instrument.

DATED: Oct 12, 2006.



M. Judith Smith
Printed Name M. Judith Smith
Notary Public in and for the State of
Washington, residing at Spokane
My Commission Expires: 10/20/09

STATE OF WASHINGTON)
) ss:
County of Spokane)

I certify that I know or have satisfactory evidence that AINSLIE P. TOOLE signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in such instrument.

DATED: Oct 12, 2006.



M. Judith Smith
Printed Name M. Judith Smith
Notary Public in and for the State of
Washington, residing at Spokane
My Commission Expires: 10/20/09

STATE OF WASHINGTON)
) ss:
County of Spokane)

I certify that I know or have satisfactory evidence that GEORGE GIRVIN and LILA SHAW GIRVIN signed this instrument in their capacity as General Partners of GIRVIN SHAW PARTNERSHIP and acknowledged it to be the free and voluntary act of such entity for the uses and purposes mentioned in such instrument.

DATED: _____, 2006.

Printed Name _____
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) SS:
County of Spokane)

I certify that I know or have satisfactory evidence that MICHELE ATTWOOD signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in such instrument.

DATED: September 11, 2006.



STATE OF WASHINGTON)
County of Spokane)

Heather M. Sawle
Printed Name Heather M. Sawle
Notary Public in and for the State of
Washington, residing at Spokane
My Commission Expires: June 12, 2007

I certify that I know or have satisfactory evidence that DENISE ATTWOOD AND ~~JAMES RICHARD CONNER~~, husband and wife, signed this instrument and acknowledged it to be ~~their~~ free and voluntary act for the uses and purposes mentioned in such instrument.
her

DATED: September 8th, 2006.

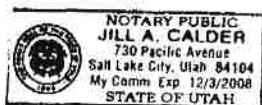


STATE OF _____)
) SS:
County of _____)

Jennifer Lindsley
Printed Name Jennifer Lindsley
Notary Public in and for the State of
Washington, residing at 1717 W. 4th Ave
My Commission Expires: August 12th, 2009

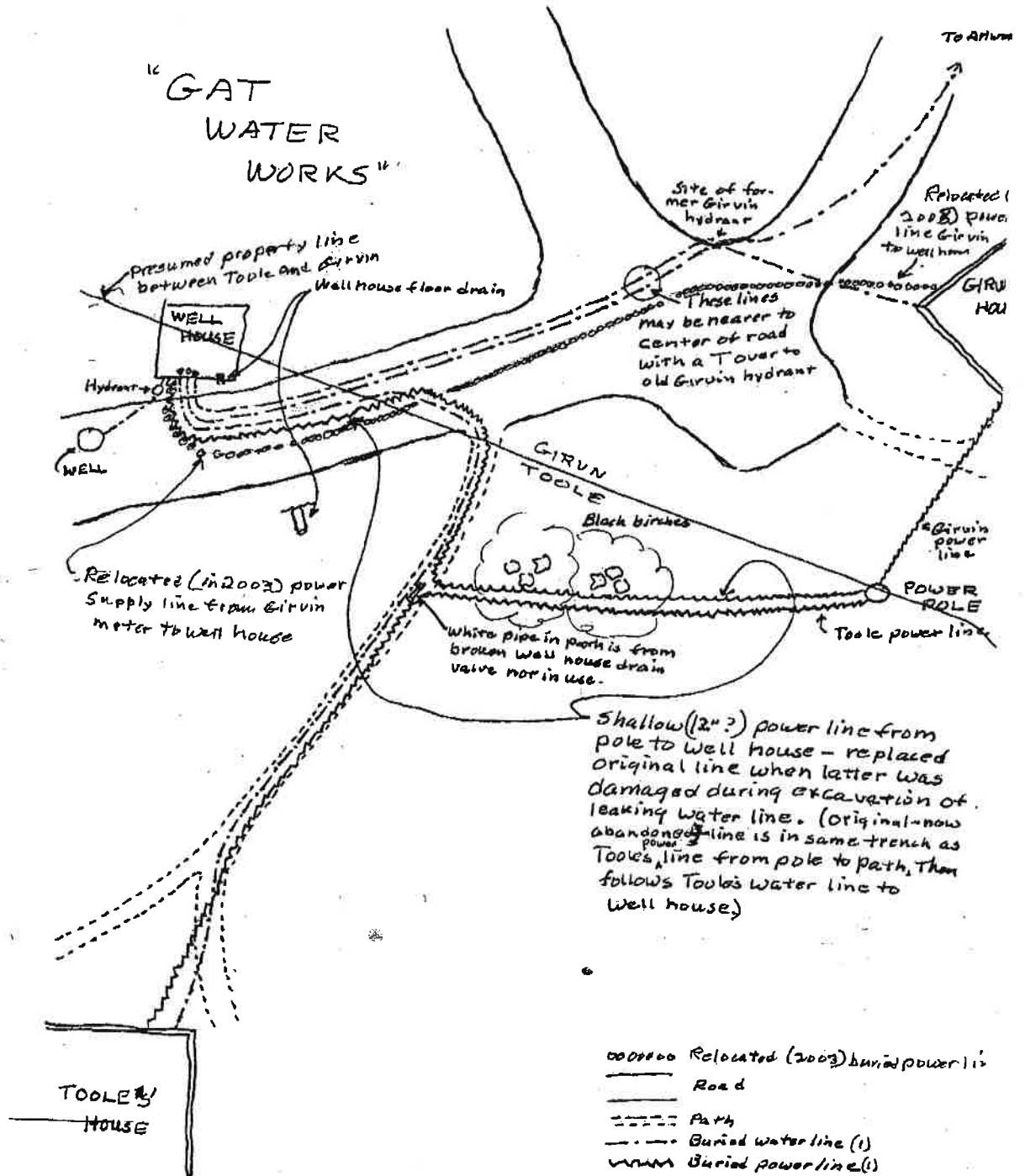
I certify that I know or have satisfactory evidence that LYNN ATTWOOD and ~~LOREN ATTWOOD~~, husband and wife, signed this instrument and acknowledged it to be ~~their~~ free and voluntary act for the uses and purposes mentioned in such instrument.
his

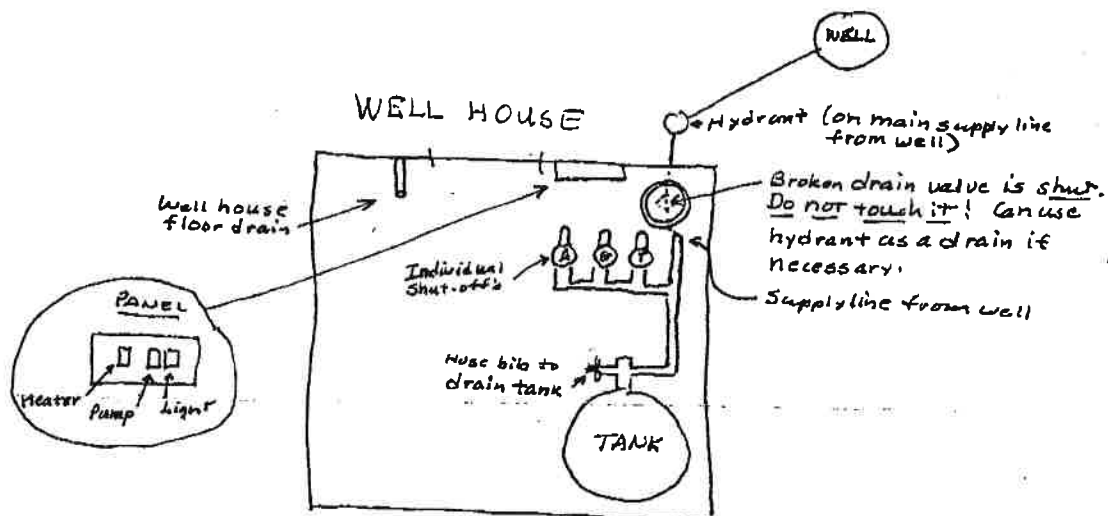
DATED: 9-14-, 2006.



Jill Calder
Printed Name Jill CALDER
Notary Public in and for the State of
Utah Washington, residing at FFKR - Salt Lake City
My Commission Expires: 12-3-08

"GAT WATER WORKS"





To drain well house system

1. Turn off pump at panel.
2. Open wellhouse hydrant (use hose to keep water away from wellhouse.)
3. Drain your house
4. After water stops running open hose bib at base of tank—will get only a few drops in wellhouse—then close hose bib.
5. Close shut-off valve to your house.
6. Open and close hydrant several times to drain water out of standpipe—then leave hydrant closed.
7. Leave heater on so other supply lines are protected
8. Notify other owners.

To drain your system only leave your shut off valve open and

1. Close your shut off valve in well house (If wellhouse has been drained, also open ~~your~~ well house hydrant. This will introduce air into top of system and facilitate draining. Close hydrant when finished.)
2. Drain your system (hot water off ??)
3. Be sure your shut-off valve is closed when finished.

To activate system

1. Open your shut off valve in well house. (leave others as is.)
2. Check that wellhouse hydrant and hose bib at base of tank are closed.
3. Turn on pump.

Tip If anticipating prolonged absence or severe cold weather, consider closing your shut off (either in ~~well~~ well house or your house)—to minimize damage in case of a break.



LINE	BRAND	DISTANCE
1	N7E20.1T	0.91
2	N6E20.2T	46.92
3	N6E20.2T	36.91
4	N6E16.1T	23.74
5	N6E10.1T	43.55
6	N7E28.3T	31.03
7	N6E42.5T	35.72
8	N6E26.2T	35.72
9	N7E24.5T	18.53
10	N6E24.78T	24.57
11	N6E50.5T	32.49
12	N6E29.20T	50.74
13	N6E10.4T	26.75
14	N6E10.4T	26.75
15	N6E10.4T	26.75
16	N6E10.4T	26.75
17	N6E43.5T	32.31

For \$ 5.00

RECORD OF SURVEY
A PORTION OF GOV'T LOT 1, SEC. 10, T.48N.,

6374

RECORD OF SURVEY
A PORTION OF GOV'T LOT 1, SEC. 10, T.48N., R.4W., 8M.
KOOTENAI COUNTY, IDAHO



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur d'Alene ID 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 6, 2019

DAVID CHARLES MONTGOMERY FAMILY TRUST
3600 HARBOR BLVD #154
OXNARD CA 93035-4136

Re: Water Right No. 95-12498

Dear Mr. Montgomery:

Enclosed is a copy of the Notice of Completed Administrative Procedure and associated water right(s) that has been sent to the Coeur d'Alene-Spokane River Basin Adjudication Court, reflecting the ownership change for your water right(s). These documents are now required to be filed by the Department in order to notify the Court of any changes to your water right(s).

This notification to the Court does not affect the previous approval of this water right(s). You will be notified of any future action on your water right(s) by the CSRBA Court or Water Resources.

Please contact this office if you have any questions concerning this notification.

Sincerely,

A handwritten signature in blue ink that reads "Dawn R. Lenon". The signature is written in a cursive, flowing style.

Dawn R. Lenon
Technical Records Specialist 1