



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 19, 2021

JOHN MUELLER
1476 WRENCO LOOP
SANDPOINT ID 83864-6372

RE: Water Right Change in Ownership No(s): 96-4013 A & 96-4013 B

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. Because the water right place of use cannot be determined based on the original claim filed, the Department will need a chain of title back to the original claimants, Galen and/or Opal Rigby.

Because the Department cannot process the Notice without proper documentation or evidence, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 762-2813.

Sincerely,

A handwritten signature in blue ink that reads "Natalie Steading".

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

NOV 09 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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. 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?
96-4013 A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
96-4013 B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bill Ellermeier
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John Henry Mueller
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1476 Wrenco Loop Rd. Sandpoint ID 83864
Mailing address City State ZIP
- 208-597-0640 mueller645@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: 7/5/2018
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: John H. Mueller Nov 5, 2020
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Ja Date 11-9-2020 Receipt No. N036548 Receipt Amt. 5000

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 _____ Processed by _____ Date _____

Instrument # 924190
Bonner County, Sandpoint, Idaho
07/06/2018 02:31:53 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - KOOTENAI
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy rflaherty
Index to: DEED

File No. : 684937

Document Type: Warranty Deed

THIS IS CERTIFIED TO BE A
TRUE AND EXACT COPY OF
THE ORIGINAL



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

Instrument # 924190
07/06/2018 02:31:53 PM Page 2 of 4

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **684937-C (ms)**

Date: **June 28, 2018**

For Value Received, **Jacqueline Ellermeier, a widow**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John Mueller and Stacey Mueller, husband and wife**, hereinafter called the Grantee, whose current address is **1476 Wrenco Loop Rd., Sandpoint, ID 83864**, the following described premises, situated in **Bonner County, Idaho**, to-wit:

A tract of land in the Northwest Quarter of Section 28, Township 57 North, Range 3 West, Boise Meridian, Bonner County, Idaho, described as follows:

Commencing at a point where the right of way of the County Road known as the Wrencoe Loop Road, intersects the East Line of said Northwest Quarter of said Section 28, which is also the North and South centerline of said Section; thence North along said North-South centerline to the Quarter Corner common to Sections 21 and 28; thence West along the North Section line of Section 28, 33 rods, more or less; thence South to the right of way of the Wrencoe Loop County Road; thence East along said County Road, 33 rods, more or less, to the Point of Beginning.

AND

That portion of the Northeast Quarter of the Northwest Quarter of Section 28, Township 57 North, Range 3 West, Boise Meridian, Bonner County, Idaho, situated North of the Northerly right of way margin of the Wrencoe Loop County Road.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

Commencing at a point where the right of way of the County Road known as the Wrencoe Loop Road, intersects the East Line of said Northwest Quarter of said Section 28, which is also the North and South centerline of said Section; thence North along said North-South centerline to the Quarter Corner common to Sections 21 and 28; thence West along the North Section line of Section 28, 33 rods, more or less; thence South to the right of way of the Wrencoe Loop County Road; thence East along said County Road, 33 rods, more or less, to the Point of Beginning.

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.

Date: 06/28/2018

Warranty Deed
- continued

File No.: 684937-C (ms)

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.

Date: 06/28/2018

Warranty Deed
- continued

File No.: 684937-C (ms)

Jacqueline Ellermeier by Kevin Ellermeier as attorney in fact
Jacqueline Ellermeier by Kevin Ellermeier as
Attorney In Fact

STATE OF WASHINGTON
COUNTY OF Clark)
SS.

On this 5 day of July, 2018, before me, a Notary Public in and for said State, personally appeared **Kevin Ellermeier**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **Jacqueline Ellermeier**, and acknowledged to me that he subscribed the name of **Jacqueline Ellermeier** thereto as principal, and his own name as attorney in fact.



Shari M Roark
Notary Public of Washington
Residing at: Vancouver WA
Commission Expires: 10/12/2019
Shari M Roark

Quitclaim Bill of Sale

This quitclaim bill of sale is between JOHN HENRY MUELLER, an individual (the "**Buyer**"), of 1476 Wrenco Loop, Sandpoint, Idaho , 83864 and STACEY WYNNE MUELLER, an individual (the "**Seller**"), of 1476 Wrenco Loop, Sandpoint, Idaho , 83864.

The parties agree as follows:

1. SALE OF PROPERTY.

The Seller hereby sells to the Buyer all of its interest in 20 acre property with 7 structures, including a 1,500 square foot home, workshop, garage, ice house, root cellar, barn, and "she-shed" (the "**Property**"), currently located at 1476 Wrenco Loop, Sandpoint, Idaho , 83864. This bill of sale is intended to pass title to the Property from the Seller to the Buyer as of its effective date, whether any of the Property is correctly characterized as a fixture as a matter of law.

2. PURCHASE PRICE.

As consideration for the sale of the Property, on the effective date of this bill of sale, the Buyer shall pay to the Seller the purchase price of \$250,000.00 (the "**Purchase Price**").

3. LIENS.

The Seller sells only the interest it may hold in the Property, and only to the extent that interest is transferable by the Seller. The Property is sold subject to any existing liens.

4. DISCLAIMER.

THE SELLER MAKES NO REPRESENTATION CONCERNING THE PROPERTY OR THE SELLER'S TITLE TO THE PROPERTY. THE BUYER IS ACQUIRING THE PROPERTY BASED SOLELY ON THE BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE SELLER OR THE SELLER'S AGENTS.

5. POSSESSION.

The Buyer shall take possession of the Property on the effective date of this bill of sale.

6. INDEMNIFICATION.

After the effective date of the bill of sale , the Buyer shall indemnify the Seller from all claims made in connection with the sale or subsequent use of the Property, whether those claims are incurred by the Buyer, or its employees, officers, or agents, or other users of the Property.

7. CONVEYANCE OF TITLE.

The Seller shall convey title to the Property to the Buyer when the Property is delivered to the Buyer and the Purchase Price has been paid in full. The Seller shall execute all documents presented by the Buyer that are necessary to finalize transfer of title of the Property to the Buyer.

8. EFFECTIVENESS.

This bill of sale will become effective when all parties have signed it. The date this bill of sale is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this bill of sale.

9. ADDITIONAL TERMS OF SALE.

The buyer will pay the seller \$150,000 at the signing of the agreement. Buyer and seller agree that the balance of \$100,000 will be paid as follows: \$50,000 within 12 months, and the remaining \$50,000 within 24 months of the signing of this agreement. If the buyer cannot satisfy debt within 24 months, the seller will negotiate a time extension that is agreeable to both parties.

The language of this agreement is a product of both parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this bill of sale on the date stated opposite that party's signature.

Date: June 22, 2020 By: John Henry Mueller
Name: John Henry Mueller
Phone No.: 208-597-6640

Date: June 22, 2020 By: Stacey Wynne Mueller
Name: Stacey Wynne Mueller
Phone No.: 208-946-9531

Witnessed By: _____

Date: _____

Name:

Address:

