

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESPermit #
95-17880

RECEIVED

AUG 28 2023

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-17880	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: PATRICK M. STROUD

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MICHAEL AND MAGALIE WILKERSON

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or13533 421ST AVE SE

Mailing address

NORTH BEND

City

WA

State

98045

Zip

(425) 281-0822

Telephone

mlwilky@hotmail.com

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: October 12, 2020

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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 L. Wilkerson

Signature of new owner/claimant

Michael L. Wilkerson

Print name

owner

Title, if applicable

8/24/23

Date

- Signature: Magalie Wilkerson

Signature of new owner/claimant

Magalie Wilkerson

Print name

owner

Title, if applicable

8/24/23

Date

For IDWR Office Use Only:Received by: IRDate: 8-28-2023Receipt No. 1043984Receipt Amt. 25.00Active 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: NSDate: 8/30/23

After Recording Please Return To:

RAMSDEN, MARFICE, EALY & DE SMET, LLP
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

WARRANTY DEED

(Subject to Reservation of Life Estate)

FOR VALUE RECEIVED, on this 12th day of October, 2020, PATRICK M. STROUD, an unmarried man (hereinafter "Grantor"), of P.O. Box 982, Coeur d'Alene, Idaho 83816, does hereby grant, bargain, sell and convey unto, MICHAEL WILKERSON and MAGALIE WILKERSON, husband and wife,* of 13533 421st Avenue S.E., North Bend, Washington (hereinafter "Grantee"), subject to the reservation of life estate (hereinafter "Life Estate"), his interest and any hereafter acquired interest in the real property commonly known as 4363 S. Arrow Drive, Harrison, Idaho 83833, and legally described as follows:

That portion of Government Lot 4 in Section 36, Township 50 North, Range 4 W.B.M., in the County of Kootenai, State of Idaho, described as follows:

BEGINNING at a point which bears North 10°58' East 1300.7 feet from the South meander corner of said Section 36, said meander corner being West 778.6 feet from the Southeast corner of said Section 36; thence

From said Point of Beginning South 75°26'30" West to the West line of said Government Lot 4 on the shore of Lake Cocur d'Alene; thence

Along the shore of Lake Cocur d'Alene, North 14°33'30" West 100 feet; thence

North 75°26'30" East to a point on the East line of said Government Lot 4 on the shore of Lake Coeur d'Alene; thence

Along the shore of Lake Cocur d'Alene South 14°33'30" East to a point that bears North 75°26'30" East from the Point of Beginning; thence

South 75°26'30" West to the POINT OF BEGINNING.

(hereinafter "Property").

***as community property with right of survivorship**

Grantor, PATRICK M. STROUD, hereby gives, transfers and conveys the Property, with its appurtenances, including water rights and encroachment permits, unto the Grantee, their heirs and

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South 75°26'30" West to the POINT OF BEGINNING.

(hereinafter "Property").

***as community property with right of survivorship**

Grantor, PATRICK M. STROUD, hereby gives, transfers and conveys the Property, with its appurtenances, including water rights and encroachment permits, unto the Grantee, their heirs and

assignees forever, and the Grantor hereby covenants to and with the Grantee that he is the owner of said interest; that it is free from all encumbrances except those underlying debts and taxes of record, easements of record and the Life Estate set forth herein.

Reservation of Life Estate

Said conveyance of the Property shall be subject to Grantor's reservation of his Life Estate in the Property. The Grantor's Life Estate in the Property shall be held under and subject to the following terms and provisions:

This Life Estate shall entitle Grantor, PATRICK M. STROUD, to exclusive use, occupancy and possession of the Property for the term of his life *or* the term of ten (10) years, whichever term shall expire earlier, so long as he complies with the following conditions:

- (1) Grantor, PATRICK M. STROUD, shall be solely responsible for the payment of all utilities associated with the Property during the term of the Life Estate;
- (2) Grantor, PATRICK M. STROUD, shall be solely responsible for all expenses or costs associated with repair, maintenance, improvements and permitting associated with the Property during the term of the Life Estate;
- (3) There is not substantial deterioration in the level of maintenance of the Property and infrastructure thereon, including water system, water and sewer hookups and docks, as compared to their condition at the time of execution of this Deed; and
- (4) General casualty and liability insurance is maintained on the Property in an amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The Grantee or their successors and assigns shall be identified as an additional insured under said policy of insurance.

Prior to any action being commenced against PATRICK M. STROUD for non-compliance with any of the above four (4) conditions, written notice of non-compliance, signed by the Grantee, or their successors or assigns, shall be served upon PATRICK M. STROUD, or his authorized agent, and PATRICK M. STROUD shall have six (6) months from the service of notice of non-compliance to bring himself in compliance with the alleged non-compliance.

Grantee, on behalf of themselves and successors and assigns, hereby warrants Grantor, PATRICK M. STROUD, shall be entitled to exclusive possession, control, use and quite enjoyment of the Property during the term of the Life Estate. And, further, that Grantor PATRICK M. STROUD, may use the Property during the term of the Life Estate just as though he were the fee simple owner of the Property.

Grantee, on behalf of themselves and successors and assigns, hereby agree they shall be solely responsible for paying all property taxes and assessments for the Property and keeping the same current during the term of the Life Estate.

Grantor, PATRICK M. STROUD, may use the Property year-round or on a seasonal or intermittent basis. This Life Estate may only be abandoned, vacated or voided by written-recordable notice or other Instrument signed by Grantor, his authorized agent, personal representative, executor or trustee.

Grantor, PATRICK M. STROUD, and Grantee hereby acknowledge and agree that Grantee's breach, wrongful termination or avoidance of this Life Estate or that of Grantee's successors or assigns, for reason other than the natural expiration of its term as set forth herein, will result in irreparable injury to Grantor and that in the event of such breach, wrongful termination or avoidance that Grantor's actual damages would be difficult or impossible to determine. As a result, in the event of Grantee's breach, wrongful termination or avoidance of this Life Estate or that of its successors or assigns, Grantor, shall be entitled to recover from the Grantee or their successors and assigns, the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and is entitled to specific performance of the Life Estate. In no event, shall Grantee be entitled to disgorgement of any portion of the proceeds Grantee paid to Grantor for the purchase the Property. Grantor, PATRICK M. STROUD, and Grantee acknowledge and agree this damage and remedy provision does not constitute a penalty or forfeiture and is reasonable given the fact Grantor, PATRICK M. STROUD, would not have sold the Property to Grantee but for his rights under this Life Estate, including, but not limited to, his right to exclusive use and possession of the Property during the term of the Life Estate. In addition to the damages and remedies set forth herein, Grantor shall be entitled to any and all other relief and remedy available at law or in equity, including, but not limited to exemplary damages.

In the event either Party files suit to enforce the terms of this Life Estate, the non-prevailing Party (or defaulting Party) shall pay the other Party's reasonable attorney fees and costs.

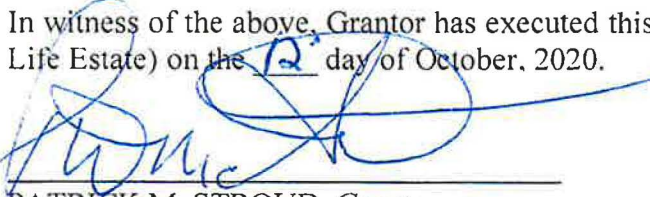
Should any provision of this Life Estate of Deed be deemed unenforceable or unlawful, in whole or in part, the Parties agree that the offending provision or part thereof shall be stricken from the Life Estate or Deed and shall have no force or effect. The remaining terms and conditions of the Life Estate or Deed shall be enforced according to their terms.

All notices shall be in writing and addressed to either Party at the address shown at the beginning of this Deed and shall be deemed to have been fully given when mailed by certified or registered U.S. Mail. Any alternate address must be given in writing with at least fifteen (15) days' notice.

Grantee acknowledges receipt of full consideration from Grantor for the Life Estate, including receipt of Ten and 00/100 Dollars (\$10.00) and other valuable consideration. No further consideration shall be due from Grantor for the Life Estate reserved hereby.

In addition to the foregoing conditions, said Life Estate shall be subject to statutory and common law duties and obligations under Idaho law.

In witness of the above, Grantor has executed this Warranty Deed (Subject to Reservation of Life Estate) on the 12 day of October, 2020.


PATRICK M. STROUD, Grantor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of October, 2020, before me personally appeared PATRICK M. STROUD, known or identified to me to be the person whose name is subscribed to the within and foregoing Warranty Deed (Subject to Reservation of Life Estate) and acknowledged to me that he voluntarily executed the same.

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

S
E
A
L




Notary Public for the State of Idaho

Residing at: Coeur d'Alene ID

Commission expires: 9-10-24

In witness of the above, Grantee acknowledges and agrees to the foregoing terms of this Warranty Deed (Subject to Reservation of Life Estate) on the 12th day of October, 2020.

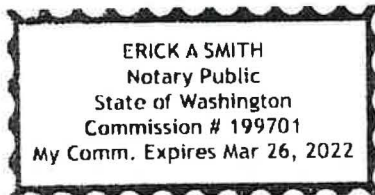

MICHAEL WILKERSON, Grantee

STATE OF WASHINGTON)
) ss.
County of King)

On this 12th day of October, 2020, before me personally appeared MICHAEL WILKERSON, known or identified to me to be the person whose name is subscribed to the within and foregoing Warranty Deed (Subject to Reservation of Life Estate) and acknowledged to me that he voluntarily executed the same.

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

S
E
A
L




Notary Public for the State of Washington
Residing at: North Bend Chase Bank
Commission expires: 3-26-2022

In witness of the above, Grantee acknowledges and agrees to the foregoing terms of this Warranty Deed (Subject to Reservation of Life Estate) on the 12th day of October, 2020.

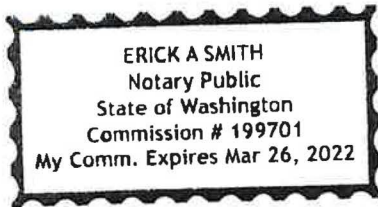

MAGALIE WILKERSON, Grantee

STATE OF WASHINGTON)
) ss.
County of King)

On this 12th day of October, 2020, before me personally appeared MAGALIE WILKERSON, known or identified to me to be the person whose name is subscribed to the within and foregoing Warranty Deed (Subject to Reservation of Life Estate) and acknowledged to me that she voluntarily executed the same.

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

S
E
A
L




Notary Public for the State of Washington
Residing at: North Bend chase Bank
Commission expires: 3-26-2022

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Government Lot 4 in Section 36, Township 50 North, Range 4 West, Boise Meridian, in the County of Kootenai, State of Idaho, described as follows:

Beginning at a point which bears North $10^{\circ}58'$ East, 1300.7 feet from the South meander corner of said Section 36, said meander corner being West, 778.6 feet from the Southeast corner of said Section 36;

thence from said Point of Beginning South $75^{\circ}26'30''$ West to the West line of said Government Lot 4 on the shore of Lake Coeur d'Alene;

thence along the shore of Lake Coeur d'Alene, North $14^{\circ}33'30''$ West, 100 feet;

thence North $75^{\circ}26'30''$ East to a point on the East line of said Government Lot 4 on the shore of Lake Coeur d'Alene;

thence along the shore of Lake Coeur d'Alene, South $14^{\circ}33'30''$ East to a point that bears North $75^{\circ}26'30''$ East from the Point of Beginning;

thence South $75^{\circ}26'30''$ West to the Point of Beginning.

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 95-17880

Priority: September 03, 2019

Maximum Diversion Rate: 0.04 CFS

This is to certify that

PATRICK M STROUD PO BOX 982 COEUR D ALENE ID 83816-0982

has applied for a permit to appropriate water from:

Source : COEUR D ALENE LAKE

Tributary: SPOKANE RIVER

and a permit is APPROVED for development of water as follows:

Beneficial Use

DOMESTIC

Period of Use

01/01 to 12/31

Rate of Diversion

0.04 CFS

Location of Point(s) of Diversion

COEUR D ALENE LAKE NE¼, SE¼, Sec. 36, Twp 50N, Rge 04W, B.M., KOOTENAI County

Place of Use: DOMESTIC

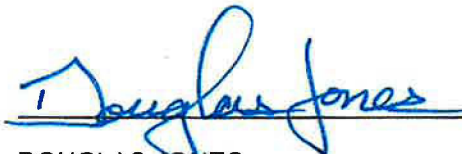
Twp	Rng	Sec	NE				NW				SW				SE				No QQ	Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
50N	04W	36													X L4					

Conditions of Approval

1. Proof of application of water to beneficial use shall be submitted on or before **December 01, 2024**.
2. Subject to all prior water rights.
3. This right does not grant any right-of-way or easement across the land of another.
4. A fish screen of 1/4 inch or smaller mesh shall be installed and maintained at the point of diversion.
5. Domestic use is for 2 homes.
6. The irrigation occurring under this domestic use shall not exceed 1/2 acre.

This permit is issued pursuant to the provisions of Idaho Code § 42-204.

Signed this 29th day of November, 2019.



DOUGLAS JONES
Northern Regional Manager

State of Idaho
Department of Water Resources
Attachment to Permit to Appropriate Water
95-17880

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

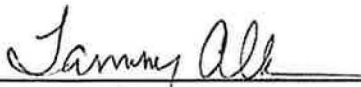


Tax parcel information provided by Kootenai County.

CERTIFICATE OF SERVICE

I hereby certify that on December 03, 2019, I served a true and correct copy of Permit to Appropriate Water No. 95-17880 by U.S. Mail, postage prepaid, to the following:

PATRICK M STROUD (Current Owner)
PO BOX 982
COEUR D ALENE ID 83816-0982



Tammy Alleman
Administrative Assistant 1

AFFIDAVIT OF PUBLICATION

PUBLIC NOTICE

STATE OF IDAHO)
) ss.
County of Kootenai)

Ashley Kinzer, being first duly sworn upon oath, deposes and states:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press", a newspaper printed and published daily in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice of which the annexed is a printed copy, was published in the regular Friday issue of said newspaper for 2 consecutive Week commencing on the 3 day of October, 2019, and ending on the 11 day of October, 2019, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice

Ashley Kinzer
On this 11 day of October in the year of 2019 before me, a Notary Public, personally appeared Ashley Kinzer, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

95-17877

RICHARD M CANE
4321 ROCKY FORD DR
PROSPER, TX 75078-9061
Point of Diversion NENE
S25 T49N R04W
KOOTENAI County
Source COEUR D ALENE LAKE

Tributary SPOKANE RIVER
Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 8/22/2019

Place Of Use: DOMESTIC

T49N R04W S25 L1(NENE)

95-17880

PATRICK M STROUD
PO BOX 982
COEUR D ALENE, ID 83816-0982

Point of Diversion NESE

S36 T50N R04W

KOOTENAI County

Source COEUR D ALENE LAKE

Tributary SPOKANE RIVER

Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 9/3/2019

Place Of Use: DOMESTIC

T50N R04W S36 L4(NESE)

95-17883

NEIL A YOUTSLER

RENEE Y YOUTSLER

3907 PLUME LN

GIG HARBOR, WA 98332-1200

Point of Diversion NENW

S12 T49N R04W

KOOTENAI County

Source COEUR D ALENE LAKE

Tributary SPOKANE RIVER

Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 9/17/2019

Place Of Use: DOMESTIC

T49N R04W S12 L1(NENW)

RECEIVED

OCT 21 2019

IDWR/INATH



Katrina George
Notary Public for the State of Idaho
Residing in Coeur d'Alene, Idaho

My Commission Expires 8/29/23

95-17884

STATE OF IDAHO
DEPT OF FISH & GAME
2885 W KATHLEEN AVE
COEUR D ALENE, ID 83815-
8523

Point of Diversion SENE
S4 T53N R02W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.2 CFS
Total Diversion: 0.2 CFS
Date Filed: 9/18/2019
Place Of Use: DOMESTIC
T53N R02W S4 SENE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 10/21/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN,
Director

CDA LEGAL 2515

AD# 330849

OCTOBER 3, 11, 2019



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

Governor Brad Little

Director Gary Spackman

August 30, 2023

MICHAEL WILKERSON
MAGALIE WILKERSON
13533 421ST AVE SE
NORTH BEND WA 98045-9671

Re: Change in Ownership for Water Right No(s): 95-17880

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)