

DEC 04 2025

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 #7](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
96-8861	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: Omyer, Dwayne
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Emilia M. Cole, Trustee of the Emilia M. Cole Revocable Trust and Scott B. Stein, Trustee of the Scott B. Stein Revocable Trust
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- 245 Woolsey Rd Sagle ID 83860
Mailing address City State Zip
773-505-6462 emecole@yahoo.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: 09/09/2025
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: [Signature] Trustee of the Emilia M. Cole Revocable Trust 10/8/25
Signature of new owner/claimant Title, if applicable Date
Emilia M. Cole
Print name

Signature: [Signature] Trustee of the Scott B. Stein Revocable Trust 10/9/25
Signature of new owner/claimant Title, if applicable Date
Scott B. Stein
Print name

For IDWR Office Use Only:
Received by NS Date 11-21-25 Receipt No. N045712 Receipt Amt. \$2500
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 [Signature] Approved by [Signature] Processed by [Signature] Date 12-10-2025
Refund request submitted on 12-8-2025.

Instrument # 1051967
Bonner County, Sandpoint, Idaho
09/12/2025 08:14:20 AM No. of Pages: 3
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D'ALENE- RW
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy cbrannon
Index to: WARRANTY DEED

Escrow No.: N-69411

WARRANTY DEED

FOR VALUE RECEIVED, **Dwaine R. Omyer and Tina C. Omyer, husband and wife**,
Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto

Emilia M. Cole, Trustee of the Emilia M. Cole Revocable Trust and Scott B. Stein,
Trustee of the Scott B. Stein Revocable Trust, Grantee,

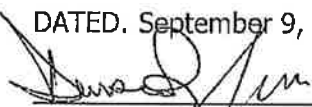
whose address is: 245 Woolsey Rd., Sagle, ID 83860

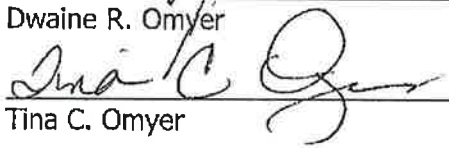
the following described premises, County of Bonner, State of Idaho to-wit:

SEE ATTACHED EXHIBIT 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. September 9, 2025


Dwaine R. Omyer


Tina C. Omyer

STATE OF IDAHO

)
)ss.

COUNTY OF BONNER

On this 9 day of Sept 2025, before me,
a Notary Public in and for said State, personally appeared DWAIN R. OMYER AND TINA C. OMYER
known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same.


Notary in and for said County and State

Residing at:

Commission Exp.:

SANDPOINT

1-31-29



Order Number: N-69411

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land in the South Half of the Southwest Quarter of Section 2, Township 56 North, Range 2 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 2, said corner being South 89°48'00" East a distance of 1311.30 feet and North 0°16'00" West a distance of 1320.00 feet from the Southwest corner of said Section 2;

Thence South 0°16'00" East along the 1/16th line a distance of 200.00 feet;

Thence North 89°51'00" West a distance of 155.43 feet to a point on a 199.99 foot radius curve, tangent to said curve at this point bears South 0°09'00" West;

Thence along said curve, to the right, 32.00 feet to a point which is South 4°44'00" West a distance of 31.97 feet from the last described point;

Thence South 9°19'00" West a distance of 148.13 feet to the TRUE POINT OF BEGINNING;

Thence South 69°11'00" East a distance of 198.34 feet;

Thence South 86°33'00" East a distance of 210.53 feet, more or less, to the high water line of Fry Creek;

Thence Southerly along said high water line of Fry Creek to a point at the intersection with a line, said line being 20.00 feet due South of the above-described point and parallel to the South line of Section 2;

Thence East along the above described line parallel to the South line of Section 2 to the thread of said Fry Creek;

Thence Southerly along said thread of Fry Creek to an intersection with a line which bears South 89°51'00" East from a point on said high water line of Fry Creek, said point being South 45°44'22" East a distance of 633.95 feet from said TRUE POINT OF BEGINNING;

Thence leaving said thread of Fry Creek, North 89°51'00" West to said point on the high water line of Fry Creek;

Thence continuing North 89°51'00" West 526.38 feet;

Thence North 9°19'00" East a distance of 446.96 feet to the TRUE POINT OF BEGINNING.

IDAHO STATUTORY FORM POWER OF ATTORNEY

I.C. § 15-12-302

Important Information

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent can make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the uniform power of attorney act, chapter 12, title 15, Idaho Code.

This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns. Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one (1) agent. If you wish to name more than one (1) agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent. This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

Designation of Agent

I, Emilia M. Cole, Trustee of Emilia M. Cole Revocable Trust, name the following person as my agent: Shawn M. Glen, 1900 Northwest Boulevard, Suite 200, Coeur d'Alene, ID 83814 (208-664-4700).

Grant of General Authority

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the uniform power of attorney act, chapter 12, title 15, Idaho Code:

☐ All matters (including attorney-client privilege) with respect to claiming, applying for and obtaining water rights involving the real property owned by the Emilia M. Cole Revocable Trust in Bonner County, Idaho.

Special Instructions

My agent is only entitled to the compensation stated in the terms of my representation agreement with Bristol George Real Estate and Construction Lawyers for acts or services performed on my behalf.

Effective Date

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

Reliance On This Power of Attorney

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it is terminated or invalid.



Emilia M. Cole, Trustee
Emilia M. Cole Revocable Trust
245 Woolsey Road
Sagle, ID 83860
773-505-6462
Date: 10/8/25, 2025

State of Idaho)

) ss:

County of Banner)

On this 8th day of October, 2025, before me, a notary public for the State of Idaho, personally appeared Emilia M. Cole, Trustee of Emilia M. Cole Revocable Trust, known to me to be the person named in the foregoing, and acknowledged to me that she executed the same as a free act and deed, for the uses and purposes therein mentioned.

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



Notary Signature

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by signing the name of the principal and signing your own name as "agent" in the following manner:

“

Emilia M. Cole, Trustee of Emilia M. Cole Revocable Trust, by Shawn M. Glen as Agent”.

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions conducted for the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or

(5) A legal action is filed with a court to end your marriage to the principal, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act. If you violate the act or act outside the authority granted, you may be liable for any damages caused by your violation.

IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.