

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Notice of Change in Water Right Ownership

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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?
95-15303	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Jason and Dianna Flower
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Wilma J Eveland Living Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 401 Plummer Ida 83851
Mailing address City State ZIP
- 208-686-1059
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: Feb. 15, 2012
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: Wilma J Eveland 5-1-14
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 Jm N/A Date N/A Receipt No. N/A Receipt Amt. N/A

Approved by Jm Processed by Jm Date 05-01-2014

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RECORDING REQUESTED BY AND MAIL TO:
Callahan & Associates, Chtd.
PO Box 2226
Coeur d'Alene ID 83816-2226

DANIEL J. ENGLISH 3P I 2298081000
KOOTENAI CO. RECORDER Page 1 of 3
BBB Date 01/07/2011 Time 16:07:16
REC-REQ OF CALLAHAN AND ASSOCIATES
RECORDING FEE: 16.00
2298081000 XT 4

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IDAHO STATUTORY DURABLE POWER OF ATTORNEY

DESIGNATION OF AGENT

I, WILMA J. EVELAND, also known as WILMA JOYCE EVELAND, name the following person as my agent:

JOYCE ELAINE FLOWER
PO Box 401, Plummer ID 83851, (208) 686-1059.

DESIGNATION OF SUCCESSOR AGENT(S)

If my agent is unable or unwilling to act for me, I name as my successor agent:

BRYCE NORMAN MIDEKE

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:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of an Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation
- ☐ Personal and Family Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes

(JJE) All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

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(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- ☐ Create, amend, revoke, or terminate an inter vivos trust
☐ Make a gift without limitations (the limitations of Idaho Code 15-12-217 are hereby specifically waived), except any special instructions in this power of attorney
☐ Create or change rights of survivorship
☐ Create or change a beneficiary designation
☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
☐ Exercise fiduciary powers that the principal has authority to delegate

WE All Preceding Subjects

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

EFFECTIVE DATE

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

DURATION

This DURABLE POWER OF ATTORNEY becomes effective as provided for above and shall remain in effect to the extent permitted by law until revoked or terminated as provided for under the Idaho Uniform Power of Attorney Act.

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.

NOMINATION OF GUARDIAN OR CONSERVATOR

If it becomes necessary for a court to appoint a conservator of my estate or a guardian of my person, I nominate my agent(s), in the same priority as above for appointment.

APPLICABLE LAW

The laws of the State of Idaho, including the Idaho Uniform Power of Attorney Act shall govern this DURABLE POWER OF ATTORNEY.

EXECUTION CLAUSE

This DURABLE POWER OF ATTORNEY is signed on this 2 day of DEC, in the year 2010, to become effective as provided herein.

Wilma J. Eveland
WILMA J. EVELAND

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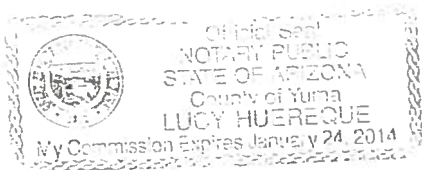
MAY 01 2014

STATE OF ~~IDAHO~~ ^{AZ}

COUNTY OF ~~KOOTENAI~~ ^{yuma}

On this 2 day of DEC, in the year 2010,
before me the undersigned Notary Public, personally appeared WILMA J. EVELAND, known to
me to be the person whose name is subscribed to the within instrument and acknowledged to me
that she executed the same.

IN WITNESS WHEREOF, I set my hand and affix my official seal to this
instrument.



A handwritten signature in black ink, likely belonging to the Notary Public, Lucy Huereque.

Notary Public for the State of ~~Idaho~~ ^{AZ}
Comm. Exp.: 1/24/14

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RECORDING REQUESTED BY AND MAIL TO:

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2012 MAR 22 PM 3 28

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BENEWAH COUNTY

MICHELE MCDANIEL, CLERK

Michelle McDaniel
To F&W

QUITCLAIM DEED

JASON FLOWER and DIANNA FLOWER, husband and wife, do hereby quitclaim and transfer for valuable consideration to WILMA JOYCE EVELAND and JOYCE ELAINE FLOWER, Trustee, WILMA JOYCE EVELAND LIVING TRUST, under agreement dated July 30, 1997, all of their REAL PROPERTY interest now held or hereafter acquired in the following described real property, to wit:

That part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 46 North, Range 5 West, Boise Meridian, Benewah County, Idaho, which lies South and East of the existing Plummer-Fairfield County Road, and South of the centerline of that existing 50' easement as referenced in Right of Way easement recorded August 2, 1985 as Instrument Numbers 167731 and 167732 in Book 154 of Miscellaneous at Pages 6990 and 6991, records of Benewah County, Idaho. (This easement road commonly known as Haynes Lane). This parcel has been assigned Benewah County Tax Assessor's number 464 for identification purposes only.

To have and hold the said REAL PROPERTY as TRUSTEE. WILMA JOYCE EVELAND is the beneficiary of the WILMA JOYCE EVELAND LIVING TRUST. The address of the grantee is PO Box 401, Plummer, ID 83851.

Dated this 15 day of Feb, in the year 2012.

Jason Flower
JASON FLOWER

Dianna Flower
DIANNA FLOWER

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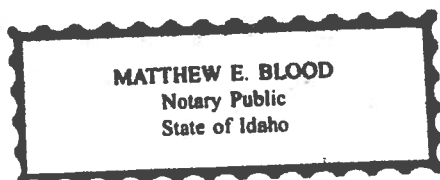
THIS DOCUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE CO. AS A COURTESY,
IT HAS NOT BEEN EXAMINED AS TO ITS
EXECUTION OR AFFECT UPON THE TITLE.

STATE OF IDAHO

COUNTY OF BENEWAH

On this 15th day of February, in the year 2012, before me the undersigned Notary Public in and for the State of Idaho, personally appeared JASON FLOWER, known or identified to me to be the person whose name is subscribed herein, and acknowledged to me that he executed the same.

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



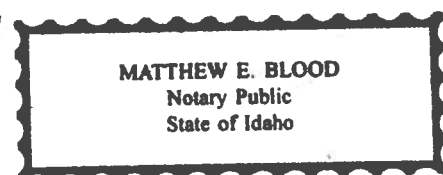
Matthew E. Blood
 Notary Public for Idaho
 Comm. Exp.: 08.18.2017

STATE OF IDAHO

COUNTY OF BENEWAH

On this 15th day of February, in the year 2012, before me the undersigned Notary Public in and for the State of Idaho, personally appeared DIANNA FLOWER, known or identified to me to be the person whose name is subscribed herein, and acknowledged to me that she executed the same.

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



Matthew E. Blood
 Notary Public for Idaho
 Comm. Exp.: 08.18.2017

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ESTOPPEL AFFIDAVIT AND AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

THIS ESTOPPEL AFFIDAVIT AND AGREEMENT FOR DEED IN LIEU OF FORECLOSURE ("Agreement") is executed and delivered, effective as of the 14 day of March, 2012 ("Effective Date") by and between JASON FLOWER and DIANNA FLOWER, also know as DIANNA WARD, husband and wife, ("Borrower"), and Trustee, WILMA JOYCE EVELAND LIVING TRUST, under agreement dated July 30, 1997, as amended from time to time ("Lender").

Witnesseth:

WHEREAS, **Borrower** deposes and states that they executed and delivered a Quitclaim Deed to **Lender** dated the 15 day of Feb, 2012, conveying to **Lender**, as a deed in lieu of foreclosure, and in termination of **Borrower's** interest in, the following described real estate:

That part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 46 North, Range 5 West, Boise Meridian, Benewah County, Idaho, which lies South and East of the existing Plummer-Fairfield County Road, and South of the centerline of that existing 50' easement as referenced in Right of Way easement recorded August 2, 1985 as Instrument Numbers 167731 and 167732 in Book 154 of Miscellaneous at Pages 6990 and 6991, records of Benewah County, Idaho. (This easement road commonly known as Haynes Lane). This parcel has been assigned Benewah County Tax Assessor's number 464 for identification purposes only.

("Subject Property")

WHEREAS, **Borrower** deposes and states that the Quitclaim Deed was made by them as a result of their request that **Lender** accept the Quitclaim Deed and was their free and voluntary act; that at the time of making the Quitclaim Deed and this **Agreement** they acknowledged that the full satisfaction of the indebtedness hereinafter described represented fair consideration for the Quitclaim Deed; that said Quitclaim Deed was not given as a preference against any other creditors of **Borrower**; that they are solvent and that they have no other creditors whose rights would be prejudiced by the conveyance of the **Subject Property**; and, that in tendering the Quitclaim to **Lender**, and in executing the same, they were not acting under any duress, undue influence, misapprehension or misrepresentation by **Lender**, or the agent or attorney or other representative of **Lender**, and that it was their intention to convey and by the Quitclaim Deed they did convey to **Lender**, all their right, title and interest, absolutely, in and to the **Subject Property**.

Whereas, **Lender** is the present legal and equitable holder of the Deed of Trust on the **Subject Property**, as more particularly described herein, and being entitled to all of the benefits of same.

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NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Borrower** and **Lender** hereby agree as follows:

1. That the Quitclaim Deed was an absolute conveyance of the title to the **Subject Property** to **Lender**, in effect as well as form, and terminated **Borrower's** interest in the **Subject Property**, and was not and is not intended as a mortgage, trust conveyance, or security interest of any kind, and that possession of the **Subject Property** will be surrendered to **Lender** on or before the **Effective Date**.

2. That as consideration for the execution and delivery of the Quitclaim Deed, **Lender** will cancel the indebtedness as hereinafter described upon execution of this **Agreement** and recording of the Quitclaim Deed.

3. That **Lender**:

(a) will accept the Quitclaim Deed in full satisfaction and the cancellation of all debts, obligations, costs and charges heretofore existing under, and by virtue of the terms of a certain Deed Of Trust in default heretofore existing on, and constituting a first Deed of Trust on the **Subject Property**, executed and delivered by **Borrower**, as Grantor, to **Lender**, as Beneficiary, dated March 7, 2005, and recorded on March 7, 2005, in the Office of the Recorder of Benewah County as Instrument Number 237448 ("**the Deed of Trust**"), to secure a note dated March 7, 2005, in the original principal amount of Sixty Seven Thousand (\$67,000.00) Dollars ("**the Note**"), the amount due and owing on **the Note** as of 3/14/12, being 78,165.51 (\$ 78,165.51) Dollars;

(b) will accept the Quitclaim Deed; and

(c) will release and cancel **the Deed of Trust** and will cancel **the Note** provided that there are no liens, encumbrances or mortgages against the **Subject Property** except **the Deed of Trust** and the lien for the general real estate taxes not yet due and payable.

4. The **Borrower** hereby waives all rights of Homestead exemption, acknowledges that the execution and delivery of the Quitclaim Deed shall not constitute an accord and satisfaction and release of **the Deed of Trust** and satisfaction of **the Note** until such time that **Lender** in its discretion decides to record the Quitclaim Deed.

5. That the Quitclaim Deed was executed and delivered by **Borrower** with the express understanding that it does not operate, even though placed of record, to effect a merger of **Lender's** interest as Beneficiary so as to extinguish **the Deed of Trust** lien, and that its receipt by **Lender** does not constitute legal delivery and

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acceptance and shall be of no binding force or effect whatsoever until such time that title to the **Subject Property** is approved by the attorney for **Lender**.

6. That the receipt, recording and acceptance of the Quitclaim Deed shall relieve from personal liability **Borrower** and all other persons who may owe payment or the performance of **the Note**, including guarantors of such indebtedness or obligation, but shall in no way limit or restrict the rights of **Lender**, or the rights of its successors in interest or assigns, to foreclose **the Deed of Trust** if foreclosure is desirable.

7. **Borrower** hereby transfers and assigns to **Lender** all of their right, title and interest in and to the liability and hazard insurance, if any, on the **Subject Property**.

8. That this **Agreement** is made by **Borrower** and **Lender** for the mutual protection and benefit of themselves, their successors and assigns, and all other parties hereinafter dealing with, or who may acquire, any interest in the **Subject Property**, **the Deed of Trust** and/or **the Note**.

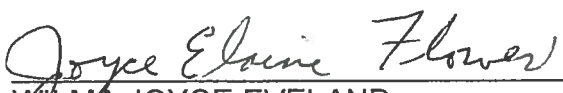
9. That the consideration for this **Agreement**, and all promises, agreements and understandings between **Borrower** and **Lender** in respect to and relating to the subject matter hereof are embodied and expressed herein.

10. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Idaho.

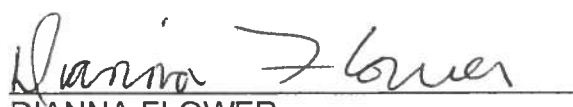
11. Every provision of this **Agreement** is intended to be severable. In the event any term or provision herein is declared illegal, invalid or unenforceable for any reason whatsoever, by a Court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall be binding and enforceable and in full force and effect.

IN WITNESS WHEREOF, **Borrower** and **Lender** respectively executed and thereafter caused this **Agreement** to be delivered, as of the **Effective Date**, in pursuance of the uses and purposes herein described and contained.

Lender:


 WILMA JOYCE EVELAND
 LIVING TRUST
 By: JOYCE ELAINE FLOWER, Trustee

Borrower:


 JASON FLOWER

 DIANNA FLOWER

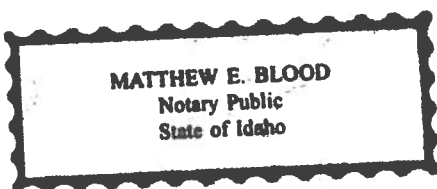
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MAY 01 2014

State of Idaho)
)
 County of Benevent) ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JASON FLOWER, personally known to me or identified to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 14th day of March, 2012

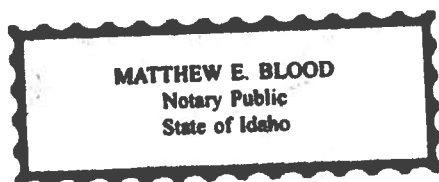


Matthew E. Blood
 Notary Public
 Comm. Exp.: 08.18.2017

State of Idaho)
)
 County of Benevent) ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DIANNA FLOWER, personally known to me or identified to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 14th day of March, 2012



Matthew E. Blood
 Notary Public
 Comm. Exp.: 08.18.2017

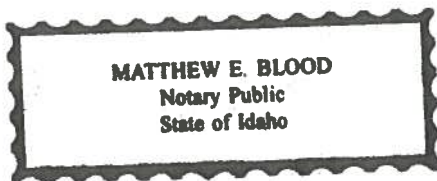
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MAY 01 2014

State of Idaho)
)
County of Beneviah SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOYCE ELAINE FLOWER, personally known to me or identified to me to be the Trustee of WILMA JOYCE EVELAND LIVING TRUST, under agreement dated July 30, 1997, whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed said instrument as said Trustee of WILMA JOYCE EVELAND LIVING TRUST, under agreement dated July 30, 1997, as her free and voluntary act, and as the free and voluntary act of said WILMA JOYCE EVELAND LIVING TRUST, under agreement dated July 30, 1997, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of March, 2012



Matthew E. Blood
Notary Public
Comm. Exp.: 08.18.2017

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BENEWAH COUNTY

MICHELE MCDANIEL, CLERK

Michele McDaniel Deputy
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