

RECEIVED

MAY 29 2018

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-11126	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

John and Joan Gilbert

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Trustees of the Gregory T. Jones and Anne Ashley Jones Revocable Living Trust

New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

Mailing address

City

State

ZIP

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: November 16, 2012. Rights put into Trust on December 27th, 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:

Signature of new owner/claimant

Trustee of the Gregory T. Jones and Anne Ashley Jones RLT May 25, 2018

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

Receipt No.

Receipt Amt.

Approved by

Processed by

Date



Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 145330

CLIFFORD T. HAYES 2 P 2384407000
KOOTENAI COUNTY RECORDER
DAS 11/16/2012 1:57 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY

RECORDING FEE: \$13.00
Electronically Recorded

DD

WARRANTY DEED

For Value Received

John Gilbert and Joan Gilbert, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Gregory T. Jones and Anne Ashley Jones, husband and wife

hereinafter referred to as Grantee, whose current address is

3657 Eastwind Dr., Anchorage, AK.

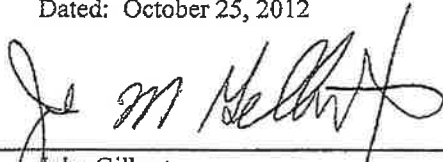
99516

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), that 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: October 25, 2012



John Gilbert



Joan Gilbert

STATE OF IDAHO

SS.

COUNTY OF KOOTENAI

On this 25th day of October, in the year of 2012, before me, the undersigned, a Notary Public, personally appeared John Gilbert and Joan Gilbert, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Peggy B. Canas
Notary Public of Idaho
Residing at Coeur d'Alene
Commission expires: October 27, 2017





Pioneer Title Co.

GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho

Order No. 145330

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

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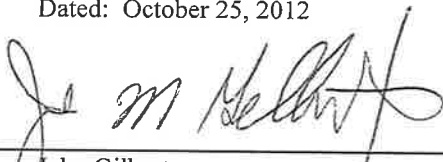
99516

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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), that 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: October 25, 2012



John Gilbert



Joan Gilbert

STATE OF IDAHO

SS.

COUNTY OF KOOTENAI

On this 25th day of October, in the year of 2012, before me, the undersigned, a Notary Public, personally appeared John Gilbert and Joan Gilbert, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Peggy B. Canas
Notary Public of Idaho
Residing at Coeur d'Alene
Commission expires: October 27, 2017



EXHIBIT A

A portion of the Southeast Quarter of the Northeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and further described as follows:

COMMENCING at the East Quarter corner of said Section 33; thence

North 00°50'12" West, along the East line of said Southeast quarter of the Northeast Quarter, a distance of 111.38 feet to an iron pipe near the shore of Hayden Lake; thence

Along said shore the following courses:

North 39°14'33" West, a distance of 93.50 feet to an iron pipe; thence

North 48°11'10" West, a distance of 155.37 feet to an iron pin; thence

North 54°43'31" West, a distance of 150.98 feet to an iron pin; thence

North 34°34'35" West, a distance of 213.80 feet to an iron pin; thence

North 72°11'22" West, a distance of 286.20 feet to an iron pin and the POINT OF BEGINNING; thence

Continuing along said shore, North 72°11'22" West, a distance of 40.80 feet to an iron pin; thence

North 56°06'15" West, a distance of 107.88 feet to an iron pin; thence

Leaving said shore, South 82°48'08" West, a distance of 69.19 feet to an iron pin; thence

South 07°39'53" West, a distance of 92.24 feet to an iron pipe; thence

South 64°47'19" East, a distance of 161.26 feet to an iron pin; thence

North 25°13'01" East, a distance of 131.80 feet to the POINT OF BEGINNING.



Pioneer Title Co.
GOING BEYOND

100 Wallace Avenue/ Coeur d Alene, Idaho 83814

145330-HS

CLIFFORD T. HAYES 2P 2389921000
KOOTENAI COUNTY RECORDER Page 1 of 2
NAJ Date 12/27/2012 Time 02:53:55
REQ OF PIONEER TITLE
RECORDING FEE: \$13.00



2389921000 DD

QUITCLAIM DEED

For Value Received

Gregory T. Jones and Anne Ashley Jones, husband and wife

do hereby convey, release, remise and forever quit claim unto

Gregory T. Jones and Anne Ashley Jones, Trustees of the Gregory T. Jones and Anne Ashley Jones Revocable
Living Trust

whose address is 3657 Eastwind Dr., Anchorage, AK 99516
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

together with their appurtenances, together with any after acquired title.

Dated: December 5, 2012

Gregory T. Jones

Anne Ashley Jones

STATE OF ID.)
COUNTY OF Kootenai)
ss.

On this 27th day of December, in the year of 2012, before me, the undersigned, a Notary Public,
personally appeared Gregory T. Jones and Anne Ashley Jones, known or identified to me to be
the person/persons whose name is/are subscribed to the within instrument, and acknowledged to
me that he/she/they executed the same.

Notary Public of ID.
Residing at Hayden
Commission expires: 6-24-16



EXHIBIT A

A portion of the Southeast Quarter of the Northeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and further described as follows:

COMMENCING at the East Quarter corner of said Section 33; thence

North 00°50'12" West, along the East line of said Southeast quarter of the Northeast Quarter, a distance of 111.38 feet to an iron pipe near the shore of Hayden Lake; thence

Along said shore the following courses:

North 39°14'33" West, a distance of 93.50 feet to an iron pipe; thence

North 48°11'10" West, a distance of 155.37 feet to an iron pin; thence

North 54°43'31" West, a distance of 150.98 feet to an iron pin; thence

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Continuing along said shore, North 72°11'22" West, a distance of 40.80 feet to an iron pin; — thence

North 56°06'15" West, a distance of 107.88 feet to an iron pin; thence ✓

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South 07°39'53" West, a distance of 92.24 feet to an iron pipe; thence ✓

South 64°47'19" East, a distance of 161.26 feet to an iron pin; thence ✓

North 25°13'01" East, a distance of 131.80 feet to the POINT OF BEGINNING. ✓

145330

**MICA SUPERVISORY
AREA**

3258 West Industrial Loop
Coeur d'Alene ID 83815
Phone (208) 769-1577
Fax (208) 769-1597



TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

CLIFFORD I. HAYES IP 2389920000
KOOTENAI COUNTY RECORDER Page 1 of 1
NAJ Date 12/27/2012 Time 02:53:55
REQ OF PIONEER TITLE
RECORDING FEE: \$10.00
2389920000 XX

STATE BOARD OF LAND COMMISSIONERS

C.L. "Butch" Otter, Governor
Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Tom Luna, Sup't of Public Instruction

**ASSIGNMENT OF ENCROACHMENT PERMIT
NO. L-95-S-5039A**

The Idaho Department of Lands hereby assigns subject encroachment permit issued to Silverstone LLC on September 14, 2005 to Gregory & Anne Jones of 3657 Eastwind Dr. Anchorage, AK 99516 to maintain existing 4'x26' pier, 3'x17' ramp and 22'x32' floating single-slip dock with anchor system per attached approved design plan. Located: Hayden Lake, Tax 18087, Parcel 52N03W-33-2000, Section 33, Township 52 North, Range 3 West, Boise Meridian: Kootenai County.

UPON ASSIGNMENT OF THIS REAL PROPERTY, YOU ARE REQUIRED TO NOTIFY THIS OFFICE OF THE SUBSEQUENT NAME CHANGE (SEE ENCLOSURE).

FOR THE DIRECTOR

By:

ROGER JOHNSON
Lands Resource Specialist, Navigable Waters



STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On November 21, 2012, personally appeared before me ROGER JOHNSON, whose identity is personally known to me and who by me duly affirmed that he is the Lands Resource Specialist, Navigable Waters of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him in behalf of said state agency by authority of a Resolution of the State Land Board.

Notary Public for Idaho Department of Lands
My commission expires on 8/27/2018

JONES FAMILY CERTIFICATE OF TRUST

TO WHOM IT MAY CONCERN - Be it known that on the 14th day of June, 2012, the undersigned, GREGORY T. JONES and ANNE ASHLEY JONES, as Grantor(s) and Beneficiaries, established the GREGORY T. JONES AND ANNE ASHLEY JONES REVOCABLE LIVING TRUST AGREEMENT and appointed GREGORY T. JONES and ANNE ASHLEY JONES as Trustees of the Trust.

1. Any other designation of Trustee(s) of said Trust is valid, and to be recognized by whom it concerns, when evidenced by the contents of this instrument (or valid amendment thereof) and a "Successor Trustee Notice" (and proper appendage) attached to this Certificate.
2. Any designated Trustee(s) both now and hereafter, shall act with full delegated powers stated herein on his/her/their own, being sufficient and unnecessary to be put to further inquiry into the right of such Trustee to so act.
3. Reproductions of this executed original shall be deemed to be original counterparts of this Certificate of Trust. The undersigned hereby certify that the following constitutes a true copy of certain provisions in said Trust, and no provisions have been amended or revoked to make any representation contained in this Certification incorrect. Further, this Certification may be relied upon as a full statement of the matters covered by such provisions, by anyone dealing with the Initial Trustee or his/her successors.

THE LEGAL NAME OF THE TRUST IS - GREGORY T. JONES AND ANNE ASHLEY JONES REVOCABLE LIVING TRUST, said Agreement is Dated the 14th day of June, 2012.

THE RESERVED RIGHTS OF GRANTOR(S) - While Grantor(s) is/are living and are not incapacitated, Grantor(s) may, from time to time, alter or amend any of the terms of the Trustee Agreement by a written instrument signed by the Grantor(s), Notarized, and delivered to the Trustee.

INITIAL TRUSTEES - The Initial Trustees hereunder shall be GREGORY T. JONES and ANNE ASHLEY JONES. Either Trustee may act alone. The identifying number of this Trust shall be Grantor's social security number. Upon the death or incapacity of both Trustees, the named Successor Trustee(s) shall act for the Trust. Upon the death of a Grantor, the Decedent Trust shall obtain an employer identification number.

SUCCESSOR TRUSTEES - The following named persons shall serve as Successor Trustee(s): RYAN G. JONES shall serve as Trustee. If he fails to qualify or ceases to act as Successor Trustee, then KELLIE A. JONES shall serve as Successor Trustee. If she fails to qualify or ceases to act as Successor Trustee, then JENNA M. JONES shall serve as Successor Trustee.

1. The following events and upon the following evidence, and service of a copy of such evidence upon any third party dealing with the Successor Trustee, together with a copy of this Certificate of Trust and a copy of the acceptance of appointment of the Successor trustee (Successor Trustee's Notice), shall constitute proof of the power of the Successor Trustee to act in place of the predecessor Trustee without necessity of any court proceeding or decree.

(a) Death of a Trustee as evidenced by a death certificate duly issued by the appropriate office of the state in which said death occurred.

(b) Unconditional resignation of a Trustee, evidenced by an unconditional resignation in writing as provided herein, or failure to accept the duties of Trustee.

(c) Incapacity of a Trustee, evidenced by: (i) a court order rendered by an appropriate court of the place of the Trustee's then residence, holding the Trustee to be legally incapacitated to act in his own behalf, or appointing a Conservator or other protective measures taken; or (ii) a duly executed Medical Certification of his/her attending physician or two disinterested physicians, each certifying that such physician has examined the Trustee and concluded that by reason of illness or physical or mental disability, the Trustee had, at the date of said certificate, become incapacitated to act efficiently or rationally and prudently in the management of property.

TRUSTEE'S AUTHORITY - While Trustee(s) are living, he/she has the unrestricted authority to conduct any business of the Trust Estate, and any asset of the Trust Estate may be acquired, titled, or conveyed in or by the name of Trustee. If at any time there are two or more Successor Trustees acting, any one of the successor Co-Trustees shall have the unrestricted authority to conduct any business of the Trust Estate. Any asset of the Trust Estate may be acquired, titled, or conveyed in or by the sole name of said Trustee without the approval of the other Co-Trustee. Any bank account shall require the signature of only one of the Co-Trustees to transact business. No person or corporation dealing with the Trustee shall be under any kind of requirement to obtain the consent or signature of any other Co-Trustee acting hereunder with respect to any transaction affecting the Trust Estate.

1. The assertion by any Trustee that he or she is acting either alone or with another as a qualified Trustee shall be sufficient on its face and no persona shall be put to further inquiry into the right of such Trustee to so act.
2. No purchaser from or other person dealing with any Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to it, but the receipt of the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealing with the Trustee should relate, shall be under any obligation to ascertain or inquire into the owner of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the Trust Estate.
3. Title to the Trust Estate shall vest in each Successor Trustee by virtue of its appointment and acceptance without any further instrument of conveyance or transfer. Each Successor Trustee shall have all rights, powers, discretions, obligations and immunities of the originally named Trustee.
4. The certificate of the Trustee that is acting according to the terms of the Trust Agreement shall fully protect all persons dealing with the Trustee.

TRUSTEE'S POWERS - The Trustee shall have the power and authority to manage and control the Trust Estate, in such manner as the Trustee may deem advisable, and he/she shall have, enjoy, and exercise all powers and rights over and concerning the Trust Estate and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of the same, including by way of illustration and not of limitation the following powers:

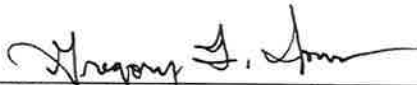
1. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the Trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument. To receive additional assets from other sources, including assets received by bequest.
2. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and Trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by a way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account even though not otherwise a legal investment for Trust funds under the laws and statutes of the United States or the state under which this instrument is administered.
3. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or Trust invested in one type of property, for as long as the Trustee deems advisable.
4. Dispose of or Encumber Assets. To Sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.
5. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.
6. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.
7. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.
8. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

9. Distribute Property. To make division or distribution in money or kind, or partly in either, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.
10. Enter Contracts. To bind the Trust by contacts or agreements without assuming individual liability for such contracts.
11. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incidental to the ownership of any stocks, bonds or other properties of the Trust.
12. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all assets of the Trust have been distributed.

ADMINISTRATIVE -

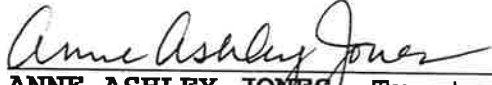
1. The situs of the Trust is the state of domicile of the Trustee. All questions concerning its validity, construction and administration shall be determined under the laws thereof.
2. All interests arising under the Trust Agreement will vest within twenty-one years after the death of the last survivor of a group composed of the Grantors and all other persons listed in Article IX and their descendants living at the date of death of the original Grantor.

IN WITNESS WHEREOF, the undersigned declares under penalty of perjury that the foregoing is true and correct and that he/she has executed this Certificate of Trust on June 14th, 2012.


GREGORY T. JONES, Grantor


GREGORY T. JONES, Trustee


ANNE ASHLEY JONES, Grantor


ANNE ASHLEY JONES, Trustee

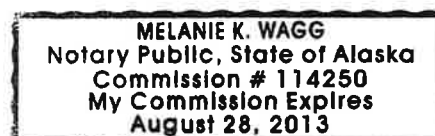
- ACKNOWLEDGEMENT -

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

On this, the 14th day of June, 2012, before me, the undersigned Notary Public, personally appeared GREGORY T. JONES and ANNE ASHLEY JONES, known to me (or satisfactorily proven) to be the persons whose names are subscribed in the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as their free act and deed.

NOTARY SEAL:


Notary Public in and for Alaska
My Commission expires: 08-28-13





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 18, 2018

GREGORY T JONES & ANNE ASHLEY JONES
REVOCABLE LIVING TRUST
3657 EASTWIND DR
ANCHORAGE AK 99516-3575

SUBJECT: Ownership Change on Notice of Claim Number(s) 95-11126

Dear Mr. & Mrs. Jones:

We have processed your change of ownership request on the Notice of Claim to a Water Right Number(s) listed above. Enclosed is a copy of the claim showing such change; for your records. Also, this information can be accessed on our website at www.idwr.idaho.gov.

Sincerely,

Dawn R. Lenon
Technical Records Specialist 1

Enclosure(s) Notice of Claim 95-11126