

RECEIVED

JUL 12 2021

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JUN 25 2021

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Form 42-248/42-1409(6) Rev. 1/15
JUN 22 2021

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

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 775 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-4052A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
75-15025	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Maurice Usher

Name of current water right holder/claimant

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

Jeffrey + Natalie Kohlwees

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or

200 W Vicki Ave

Mailing address

Hayden

City

ID

State

83835

ZIP

208-661-5397

Telephone

gotelk110@aol.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: 10/29/10

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 W-9 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):

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: Natalie Kohlwees

Signature of new owner/claimant

Title, if applicable

Date

6/22/21

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by Jen

Date 6-22-21

Receipt No. N037096

Receipt Amt. 100.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

8/12/2021

PAUL B. WITHERS
Attorney at Law, ISB #5752
WITHERS LAW OFFICE, Chartered
1301 Main Street, Suite 6
Salmon, Idaho 83467
Telephone: (208) 756-2009
Facsimile: (208) 756-2046

Attorney for Personal Representative



STATE OF IDAHO
COUNTY OF LEMHI
I, BRENDA ARMSTRONG, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI,
DO HEREBY CERTIFY THAT THE PROCEEDING IS A
TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE
IN THIS OFFICE. IN WITNESS WHEREOF I HAVE HERE
UNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THIS 13 DAY
OF NOVEMBER YEAR 2019
BRENDA ARMSTRONG, CLERK
BY STEPHANIE ROACH DEPUTY

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF)

Case No. CV30-19-0338

MAURICE LESTER USHER,)

LETTERS TESTAMENTARY

Deceased.)

1. PEGGY F. USHER was duly appointed and qualified as general Personal
Representative of the estate of the above-named decedent on the 13th day of November, 2019, by the
Court with all authority pertaining thereto.

2. Administration of the estate is to be unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said
Personal Representative.

WITNESS, my signature and the Seal of This Court, this 11/13/2019 03:30 PM


ANDREW ROBERT WOOLF
Magistrate Judge

LETTERS TESTAMENTARY

DEED OF DISTRIBUTION
BY PERSONAL REPRESENTATIVE

THIS DEED, made by PEGGY F. USHER, as Personal Representative of the estate of MAURICE LESTER USHER, a/k/a Maurice L. Usher, a/k/a Maurice Usher, Grantor, to PEGGY F. USHER, whose current mailing address is PO Box 934, Topock, Arizona 86436, Grantee;

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case No. CV30-19-338, in Lemhi County, Idaho;

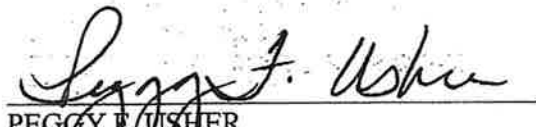
WHEREAS, Grantee is entitled to distribution of the hereinafter described real property;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Gibbonsville, Lemhi County, Idaho:

LOTS 11, 12, 13, 14, 15 & 16 OF PINE MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 5 OF PLATS AT PAGE(S) 1 OFFICIAL RECORDS OF LEMHI COUNTY, IDAHO.

with all appurtenances thereto.

EXECUTED this 19th day of August, 2020.

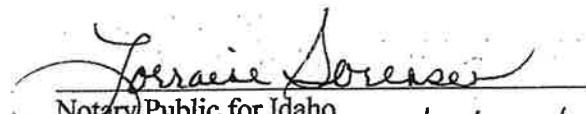

PEGGY F. USHER
Personal Representative of the Estate of
MAURICE LESTER USHER

STATE OF IDAHO)
) ss
COUNTY OF Lemhi)

On this 19th day of August, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared, Peggy F. Usher, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of MAURICE LESTER USHER, a/k/a Maurice L. Usher, a/k/a Maurice Usher, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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




Notary Public for Idaho
My Commission Expires: 4/10/2024

PINE MEADOWS

CERTIFICATE OF OWNER

This is to certify that the undersigned are the Owners in fee simple of the following described property: A parcel of land located in a portion of H.E.S. No. 54, located in T. 25 N. R. 21 E., Unsurveyed, S.M. Lemhi County, IDAHO more specifically described as follows:

Commencing at Corner No. 7 of said H.E.S. No. 54, from which Corner No. 8 bears N16°25'41"E, and being the REAL POINT OF BEGINNING, a distance of 226.41 feet on a bearing of N74°03'34"W to a point on the easterly right-of-way of U.S. Highway No. 53;

Thence N14°25'23"E 3786.15 feet along said right-of-way;

Thence S112°03'30"E 210.35 feet along the chord of a curve to the left having a central angle of 4°42'55" and a radius of 2556.63 feet;

Thence S80°17'36"E 312.63 feet;

Thence S3°15'W 783.04 feet to Corner No. 8; Thence S10°25'41"W 3207.02 feet to the REAL POINT OF BEGINNING. The gross area contained in this platted land as described is 31.87 Acres.

The easements indicated on this plat are not dedicated to the public but the rights to use said easements are hereby perpetually reserved for public utilities and roads and no structures other than for said utility or road purposes are to be erected within the lines of said easements.

COUNTY PLANNING AND ZONING COMMISSION'S ACCEPTANCE

This plat was accepted and approved by the County Planning and Zoning Commission of Lemhi County, Idaho.

Michael J. O'Connell
CHAIRMAN

Lester M. Usher
LESTER M. USHER

Mary L. Usher
MARY L. USHER

Maurice L. Usher
MAURICE L. USHER

Notary Public for the State of Idaho

Notary Public for the State of Idaho

Notary Public for the State of Idaho

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Notary Public for the State of Idaho

Located in H.E.S. No. 54, T. 25 N. R. 21 E., T. 26 N. R. 21 E., Unserved, R.M., Lemhi County, Idaho

CERTIFICATE OF SURVEYOR

This is to certify that I, David J. Couch, a Registered Land Surveyor, in the State of Idaho made the survey of the land as described in the Certificate of Owner, and designated herein as PINE MEADOWS and that this plat is a true and correct representation of said survey as made and stated by me on said land.

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF LEMHI }
On this 22nd day of June 1977, before me, a Notary Public in and for said state personally appeared David J. Couch known to me to be the person whose name is subscribed to the foregoing Certificate of Survey 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 in this certificate first above written.

Maurice L. Usher
NOTARY PUBLIC for the State of Idaho



SANITARY RESTRICTIONS

Each lot in this subdivision must be connected to an individual water system and individual septic tank system constructed to Idaho Department of Health Standards.

IDAHO DEPARTMENT OF ENVIRONMENTAL PROTECTION AND HEALTH
By: *James F. Worley* Date 6/19/77
TITLE: E.G.S.

COUNTY COMMISSIONER'S ACCEPTANCE

The foregoing plat was duly accepted and approved by the Board of County Commissioners of the County of Lemhi, Idaho on the 8th day of June 1977.

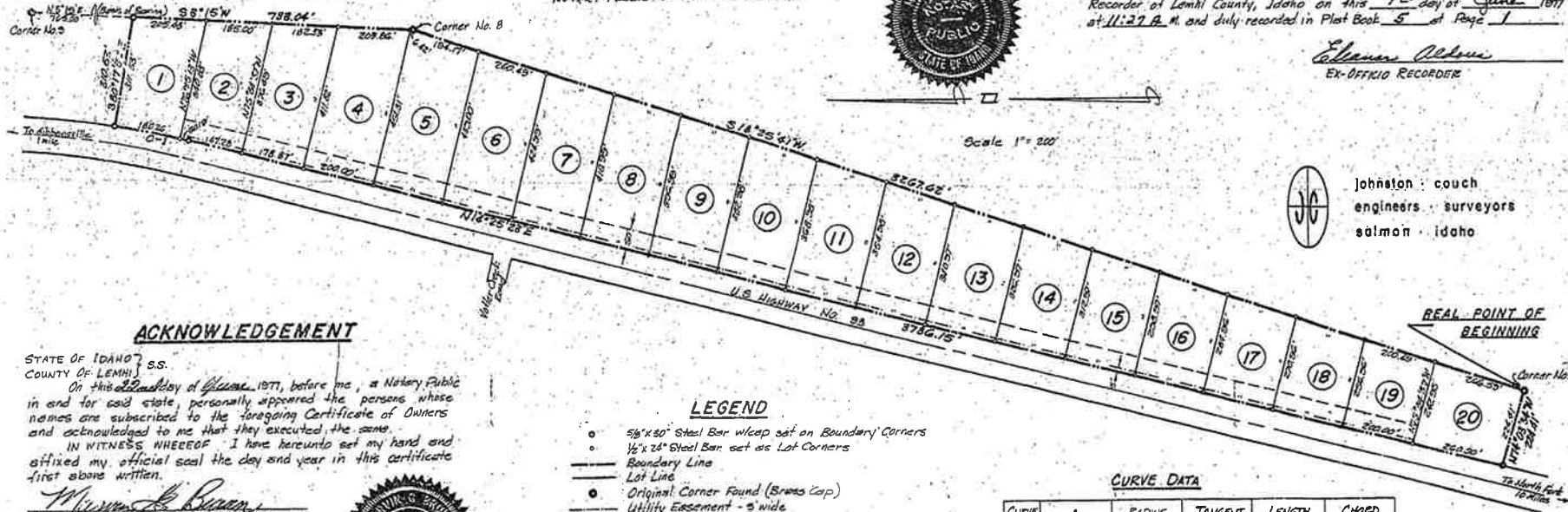
Charles Adams
ATTEND: CLEER

137299

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF LEMHI }
This is to certify that the foregoing plat was filed in the Office of the Recorder of Lemhi County, Idaho on this 9th day of June 1977 at 11:27 A.M. and duly recorded in Plat Book 5 at Page 1.

Charles Adams
EX-OFFICIO RECORDER



ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF LEMHI }
On this 22nd day of June 1977, before me, a Notary Public in and for said state personally appeared the persons whose names are subscribed to the foregoing Certificate of Owners and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Maurice L. Usher
NOTARY PUBLIC for the State of Idaho



LEGEND

- 5/8" x 30" Steel Bar w/loop set on Boundary Corners
- 1/2" x 24" Steel Bar set as Lot Corners
- Boundary Line
- Lot Line
- Original Corner Found (Brown Cap)
- Utility Easement - 5' wide
- 4 Lot Number
- Road Easement

CURVE DATA

CURVE	Δ	RADIUS	TANGENT	LENGTH	CHORD
C-1	4°42'55"	2556.63'	105.25'	210.46'	210.35'

PINE MEADOWS

Prepared by:

Peggy F. Usher

13107 SONITA DR TOPOCK AZ 86436

Parcel ID:

RP001220000130A

Quitclaim Deed

FOR VALUE RECEIVED, PEGGY F. USHER, not married, of 13107 SONITA DR TOPOCK AZ 86436, (the "Grantor"), does hereby convey, release, and remise, as well as quitclaim, unto Jeffrey Thomas Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA and Natalie Ann West-Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA, a married couple, (collectively the "Grantee"), the following described premises:

Pine Meadows Lot 13 Parcel RP001220000130A.

Together with the appurtenances. This property is also known as Pine Meadows Lot 13 Gibbonsville ID 83463.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

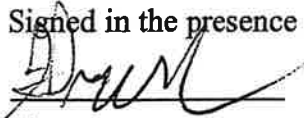
TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, forever.

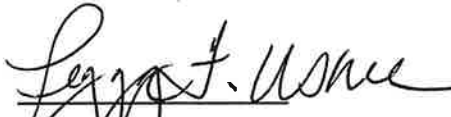
Prior instrument reference: Book 5 of Plats, page 1 Official Records of Lemhi County, Idaho,

document No. Instrument #320798, of the recorder of Lemhi County, ID.

Dated this 8 day of June, 21.

Signed in the presence of:


Signature
LARRY TRUNDLE
Name


PEGGY F USHER

Grantor Acknowledgement

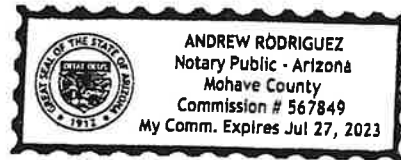
STATE OF ARIZONA

COUNTY OF Mohave

On this 8 day of June, 2021, before me, Andrew Rodriguez
notary public in and for the State of Arizona, PEGGY F. USHER, known to me or proven on
the basis of satisfactory evidence to be the Grantor, acknowledged this Quitclaim Deed to be a
free and voluntary act of the Grantor with all requisite lawful authority.

Witness my hand and official seal.

 (SEAL)
Notary Public for the State of Arizona



County of Mohave

My commission expires: 7.27.2023

Prepared by:

Peggy F. Usher

13107 SONITA DR TOPOCK AZ 86436

Parcel ID:

RP001220000140A

Quitclaim Deed

FOR VALUE RECEIVED, PEGGY F. USHER, not married, of 13107 SONITA DR TOPOCK AZ 86436, (the "Grantor"), does hereby convey, release, and remise, as well as quitclaim, unto Jeffrey Thomas Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA and Natalie Ann West-Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA, a married couple, (collectively the "Grantee"), the following described premises:

Pine Meadows Lot 14 Parcel RP001220000140A.

Together with the appurtenances. This property is also known as Pine Meadows Lot 14 Gibbonsville ID 83463.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, forever.

Prior instrument reference: Book 5 of Plats, page 1 Official Records of Lemhi County, Idaho,

document No. Instrument #320798, of the recorder of Lemhi County, ID.

Dated this 14 day of September, 2020

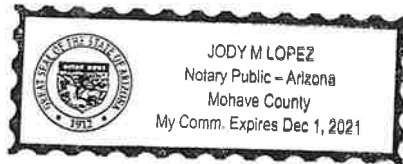
Signed in the presence of:

Jody M Lopez
Signature

Jody m Lopez

Name

Peggy F. Usher
PEGGY F USHER



Grantor Acknowledgement

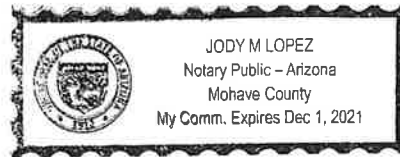
STATE OF ARIZONA

COUNTY OF Mohave

On this 14th day of September, 202, before me, Jodym Lopez,
notary public in and for the State of Arizona, PEGGY F. USHER, known to me or proven on
the basis of satisfactory evidence to be the Grantor, acknowledged this Quitclaim Deed to be a
free and voluntary act of the Grantor with all requisite lawful authority.

Witness my hand and official seal.

Jodym Lopez (SEAL)
Notary Public for the State of Arizona
County of Mohave



My commission expires: 12-01-202

Prepared by:

Peggy F. Usher

13107 SONITA DR TOPOCK AZ 86436

Parcel ID:

RP001220000150A

Quitclaim Deed

FOR VALUE RECEIVED, PEGGY F. USHER, not married, of 13107 SONITA DR TOPOCK AZ 86436, (the "Grantor"), does hereby convey, release, and remise, as well as quitclaim, unto Jeffrey Thomas Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA and Natalie Ann West-Kohlwes, of 200 W Vicki Ave, Hayden, ID 83835, USA, a married couple, (collectively the "Grantee"), the following described premises:

Pine Meadows Lot 15 Parcel RP001220000150A.

Together with the appurtenances. This property is also known as Pine Meadows Lot 15 Gibbonsville ID 83463.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

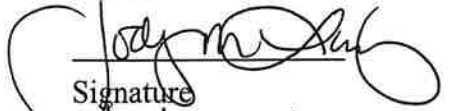
TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, forever.

Prior instrument reference: Book 5 of Plats, page 1 Official Records of Lemhi County, Idaho,

document No. Instrument #320798, of the recorder of Lemhi County, ID.

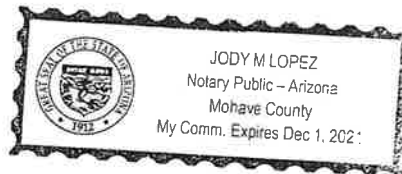
Dated this 14th day of September, 2020.

Signed in the presence of:


Signature
Jody M Lopez

Name


PEGGY F. USHER



Grantor Acknowledgement

STATE OF ARIZONA

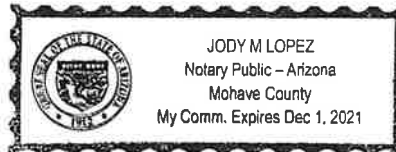
COUNTY OF Mohave

On this 14th day of September, 2020, before me, Jody M Lopez,
notary public in and for the State of Arizona, PEGGY F. USHER, known to me or proven on
the basis of satisfactory evidence to be the Grantor, acknowledged this Quitclaim Deed to be a
free and voluntary act of the Grantor with all requisite lawful authority.

Witness my hand and official seal.

Jody M Lopez (SEAL)
Notary Public for the State of Arizona

County of Mohave



My commission expires: 12-01-2021

THIS SPACE PROVIDED FOR RECORDER'S USE

WHEN RECORDED RETURN TO:

_____, _____, _____

CONTRACT FOR DEED

This Contract ("Contract") is effective as of October 14, 2016 by and between

- Maurice Usher, a single person,
hereinafter referred to as "SELLER," whether one or more, and
- Jeffrey Thomas Kohlwes and Natalie Ann West-Kohlwes, 200 W Vicki Ave, Hayden,
Kootenai County, Idaho, 83835,
hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the
purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at Pine Meadows Lot 16 Parcel
RP001220000160A, Gibbonsville, Idaho 83463 in Lemhi County and is legally described as

Pine Meadows Lot 16 Parcel RP001220000160A

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$35,000.00 with interest
from November 01, 2016, on the unpaid principal at the rate of 4.0% per annum. The Seller
hereby acknowledges receipt of a down payment or earnest money totaling \$5,000.00 which shall
be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to Maurice Usher

at 3107 Hwy 93 N, Gibbonsville, Idaho 83463.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 4.0% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$303.74, beginning on December 1, 2016, and continuing until November 1, 2026 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$20.00 for each installment that remains unpaid more than 20 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining

insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Seller agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 180 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 180 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or

unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Idaho.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. The buyers paid Maurice Usher \$100.00 in cash and \$4900.00 in a check for the total \$5000.00 down payment. All extra payments made above the required monthly payment of \$303.74 will be applied directly to the principal balance with no interest taken. The buyers have requested to make their payments on the 1st day of the month with the first payment to begin on December 1, 2016.

TAX EXEMPTION. Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Maurice Usher
3107 Hwy 93 N
Gibbonsville, Idaho, 83463
208 865-2235 or 503-313-6962

SELLER:

DATED: 10/20/2016

Maurice Usher

Maurice Usher

3107 Hwy 93 N

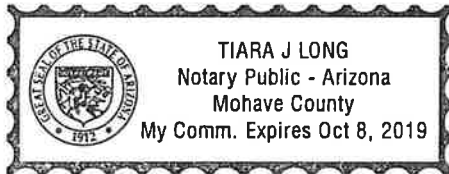
Gibbonsville, Idaho, 83463

STATE OF ^{Arizona} ~~IDAHO~~, COUNTY OF ^{Mohave} ~~LEMHI~~, ss:

On this 20 day of October, 2016, before me,
Tiara J Long, personally appeared Maurice Usher, known to me (or
satisfactorily proven) to be the persons whose names are subscribed to the within instrument and
acknowledged that they executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.

Tiara J Long
Notary Public



Notary Public
Title (and Rank)

My commission expires Oct 8th 2019

Notary Address:

8495 South Highway 95
Mohave Valley AZ 86440

BUYER:

DATED: 10-13-2016

DATED: 10/13/16

Jeffrey Thomas Kohlwes
Jeffrey Thomas Kohlwes
Jeffrey and Natalie Kohlwes

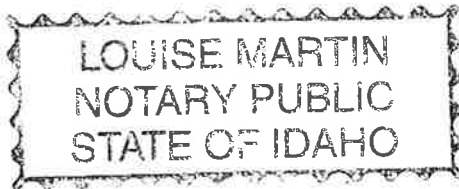
Natalie Ann West-Kohlwes
Natalie Ann West-Kohlwes

200 W Vicki Ave
Hayden, Idaho, 83835

STATE OF IDAHO, ss: COUNTY OF LEMHI, ss:

On this 13 day of October, 2016, before me,
Jeffrey Thomas Kohlwes, Natalie Ann West-Kohlwes personally appeared Jeffrey Thomas Kohlwes and
Natalie Ann West-Kohlwes, known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument and acknowledged that they executed the same as
for the purposes therein contained.

In witness whereof I hereunto set my hand and
official seal.



Louise Martin

Notary Public

Notary Public

Title (and Rank)

My commission expires 030217

Notary Address:

3818 Schreiber Hwy
Coeur d'Alene, Idaho
83815

WARRANTY DEED

FOR VALUE RECEIVED

Maurice Usher and Peggy Usher, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Jeff Kohlwes and Natalie Kohlwes, Husband and Wife

whose current address is

200 W. Vicki Ave Hayden ID 83835

the grantee(s), the following described premises, in County, Idaho, TO WIT:

Lot 17 of Pine Meadows Subdivision, according to the official plat thereof, filed for record in Book 1, page 5, records of Lemhi County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 10/29/10

Maurice Usher
Maurice Usher

Peggy Usher
Peggy Usher

State of Idaho }
County of Lemhi } ss.

On this 29th day of Oct. in the year 2010 before me, a Notary Public in and for said state, personally appeared Maurice Usher and Peggy Usher known or identified to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Heidi Semmler
Notary Public for the State of Idaho
Residing at: Salmon, ID
Commission Expires: May 19, 2015



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

August 13, 2021

Gary Spackman
Director

JEFFREY KOHLWES
NATALIE A KOHLWES
200 W VICKI AVE
HAYDEN ID 83835-9627

Re: Change in Water Right Ownership: 75-4052A (Split into 75-4052A and **75-15025**)

Dear Water Right Holders:

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

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4920 or debby.judd@idwr.idaho.gov.

Sincerely,

Debby Judd

Technical Records Specialist

Enclosures

Judd, Debbi

From: gotelk110 <gotelk110@aol.com>
Sent: Wednesday, August 11, 2021 7:57 PM
To: Judd, Debbi
Subject: Re: Water Rights 75-4052 A

Thank you Debbi. Yes, take lot 13 off.

It has been taken care of. We know about lot 16 and will refile when that contract is completed.

Thanks again!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Judd, Debbi" <Debbi.Judd@idwr.idaho.gov>
Date: 8/11/21 1:53 PM (GMT-08:00)
To: gotelk110@aol.com
Subject: Re: Water Rights 75-4052 A

Hi Natalie,

The documents will work for the quit claim deeds for lots 13, 14, and 15. I have a question. In my conversation with Jeffrey, he mentioned that you no longer owned lot 13. Do you want lot 13 left off the new water right?

As I stated previously, because lot 16 involves a contract for deed, Maurice Usher will remain listed as an owner of the new water right. Once the contract is satisfied, you should get a deed conveying the property to you. At that time you can submit the deed and Maurice Usher will be taken off as an owner. Alternatively, Peggy can submit a Notice of Security Interest in a Water Right for the new water right. That way Maurice can be taken off as an owner and she will be listed as a security interest.

Please feel free to contact me should you have questions or concerns.

Thanks,

Debbi

From: gotelk110@aol.com <gotelk110@aol.com>
Sent: Tuesday, August 10, 2021 10:02 AM
To: Judd, Debbi
Subject: Water Rights 75-4052 A

Hi Debbi,

Here is the paperwork we received from Peggy Usher. This should be what you need to transfer the water rights. Please let me know if you need anything else.

Thank you,
Natalie Kohlwes
208-661-5397