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RECEIVED

APR 27 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 31 2021

DEPARTMENT OF
WATER RESOURCES

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-15937	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-15935	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Joe A Bailey, Mark Yohman
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gerald D Schlabach & Geneva F Schlabach
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 280 Red Rock Stage Rd Salmon ID 83467
Mailing address City State ZIP
- 208-993-3347
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: Mar 19 2019
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 Lessor Designation 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):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ 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] Apr 16-2020
Signature of new owner/claimant Title, if applicable Date
- Signature: Geneva F Schlabach Mar 19-2021
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date 4-27-2020 Receipt No. C110149 Receipt Amt. 50 - refunded
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 3-31-21 Approved by C108667 Processed by dj Date 4/6/2021

Quitclaim Deed

For Value Received

Gerald Schlabach, a married man

does hereby convey, release, remise and forever quit claim unto:

Gerald Schlabach and Geneva F. Schlabach, husband and wife joint tenants with right of survivorship

Whose current address is:

**280 Red Rock Stage Rd.
Salmon, ID 83467**

the following described parcels located in Lemhi County, Idaho to-wit:

See Attached Legal Description as Exhibit 'A'

Dated: February 24, 2021


Gerald Schlabach

STATE OF IDAHO)
) ss
COUNTY OF LEMHI)

On this 24 day of February, 2021, before me, a notary public in and for said State, personally appeared **Gerald Schlabach** known to me or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.


Notary Public
Residing at: _____
Comm. Expires: _____

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

Exhibit 'A'
Legal Description



BADGER
AERIAL MAPPING & SURVEYING

BADGER AERIAL MAPPING AND SURVEYING
402 VAN DREFF STREET
SALMON, IDAHO 83467
PH: 208-756-3070
info@badgeraerial.com

PARCEL "A2"

A parcel of land located in the NW1/4 of Section 14, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows.

Commencing at the 3.5 inch aluminum capped monument set by PLS 970 marking the W 1/4 Corner of said Section 14 from which the 3.5 inch aluminum capped monument set by PLS 970 marking the NW Corner of said section bears N 00°11'24" W 2628.20 feet, the Basis Of Bearing of this description, run thence S 54°23'53" E a distance of 82.86 feet to a 5/8 inch rebar set by PLS 5080 marking the southwesterly corner of Parcel "C" as shown on Lot Split Plat (L.S.P.) Instrument Number 281645;

Thence N 07°20'56" E a distance of 54.75 feet to a 5/8 inch rebar set by PLS 5080 marking the southwesterly corner of Parcel "A" as shown on said L.S.P. and the **POINT OF BEGINNING**;

Thence the following courses along the boundary of said Parcel "A":

N 07°20'56" E 86.19 feet to a 5/8 inch rebar set by PLS 5080;

N 50°15'51" E 53.11 feet to a 5/8 inch rebar set by PLS 5080;

N 15°17'18" E 664.94 feet to a 5/8 inch rebar set by PLS 5080;

N 20°49'53" W 184.45 feet to a 5/8 inch rebar set by PLS 5080;

N 06°38'44" W 129.57 feet to a 5/8 inch rebar set by PLS 5080;

East 637.80 feet to a 5/8 inch rebar set by PLS 5080;

South 904.48 feet to a 5/8 inch rebar set by PLS 10344;

Thence S 73°52'15" W a distance of 161.97 feet to a 5/8 inch rebar set by PLS 10344 marking a point on the southerly boundary of said Parcel "A";

Thence the following courses along said boundary:

N 58°02'13" W 97.12 feet to a 5/8 inch rebar set by PLS 5080;

S 73°18'24" W 570.46 feet to the **POINT OF BEGINNING**.

PARCEL "A2" CONTAINS 14.04 ACRES

SUBJECT TO and TOGETHER WITH: A 20 foot wide utility easement shown on Lot Split Plat Instrument Number 281645.

SUBJECT TO and TOGETHER WITH: Any easements of record and usage.

AND



BADGER
AERIAL MAPPING & SURVEYING

BADGER AERIAL MAPPING AND SURVEYING

402 VAN DREFF STREET

SALMON, IDAHO 83467

PH: 208-756-3070

info@badgeraerial.com

PARCEL "B2"

A parcel of land located in the NW1/4 of Section 14, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows.

Commencing at the 3.5 inch aluminum capped monument set by PLS 970 marking the W 1/4 Corner of said Section 14 from which the 3.5 inch aluminum capped monument set by PLS 970 marking the NW Corner of said section bears N 00°11'24" W 2628.20 feet, the Basis Of Bearing of this description, run thence S 54°23'53" E a distance of 82.86 feet to a 5/8 inch rebar set by PLS 5080 marking the southwesterly corner of Parcel "C" as shown on Lot Split Plat (L.S.P.) Instrument Number 281645;

Thence N 07°20'56" E a distance of 54.75 feet to a 5/8 inch rebar set by PLS 5080 marking the southwesterly corner of Parcel "A" as shown on said L.S.P.;

Thence N 73°18'24" E along the southerly boundary of said parcel 570.46 feet to a 5/8 inch rebar set by PLS 5080;

Thence S 58°02'13" E along said boundary 97.12 feet to a 5/8 inch rebar set by PLS 10344;

Thence N 73°52'15" E 161.97 feet to a 5/8 inch rebar set by PLS 10344 marking a point on the westerly boundary of Parcel "B" as shown on said L.S.P. and the **POINT OF BEGINNING**;

Thence the following courses along the boundary of said Parcel "B":

North 904.48 feet to a 5/8 inch rebar set by PLS 5080;

West 637.80 feet to a 5/8 inch rebar set by PLS 5080;

N 06°38'44" W 50.00 feet to a 5/8 inch rebar set by PLS 5080;

East 1529.48 feet to a 5/8 inch rebar set by PLS 5080;

S 31°10'21" W 988.74 feet to a 5/8 inch rebar set by PLS 10344 marking a point on the easterly boundary of said Parcel "B";

Thence S 73°52'15" W 389.43 feet to the **POINT OF BEGINNING**.

PARCEL "B2" CONTAINS 13.43 ACRES

SUBJECT TO and TOGETHER WITH: A 20 foot wide utility easement shown on Lot Split Plat Instrument Number 281645.

SUBJECT TO and TOGETHER WITH: Any easements of record and usage.

G.S.

Instrument # 316072 # Pages: 4
LEMHI COUNTY, Idaho
Mar 19, 2019 3:58:25 pm Fee: \$ 15.00
For: LEMHI TITLE
BRENDA ARMSTRONG, Recorder
CMORSE, Deputy

Warranty Deed

For Value Received

Joe Bailey, a single person as to an undivided 50% interest and Jennifer Call, an unmarried woman as to an undivided 50% interest

the grantors, do hereby grant, bargain, sell and convey unto

Gerald Schlabach, an unmarried man

Whose current address is:

**1136 Hwy. 28
Salmon, ID 83467**

the grantee, the following described premises, to-wit:

See Attached Legal Description as Exhibit 'A'

See Attached Deed Restrictions as Exhibit 'B'

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 19, 2019

Joe Bailey
Joe Bailey

Jennifer Call
Jennifer Call

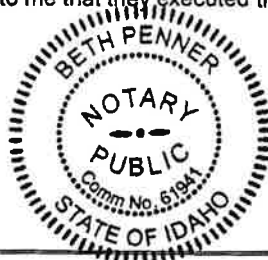
STATE OF Idaho)
COUNTY OF Lenhi) ss

On this 19th day of March, 2019, before me, a notary public in and for said State, personally appeared **Joe Bailey and Jennifer Call** known to me or proved to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Beth Penner
Notary Public

Residing at: Salmon, ID

Comm. Expires: July 24, 2019



G.S.

Exhibit 'A'
Legal Description

PARCEL I

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 637.80 FT.;

THENCE SOUTH A DISTANCE 1046.61 FT.;

THENCE N 58°02'13"W A DISTANCE OF 280.50 FT.;

THENCE S 73°18'24"W A DISTANCE OF 570.46 FT.;

THENCE N 07°20'56"E A DISTANCE OF 86.19 FT.;

THENCE N 50°15'51"E A DISTANCE OF 53.11 FT.;

THENCE N 15°17'18"E A DISTANCE OF 664.94 FT.;

THENCE N 20°49'53"W A DISTANCE OF 184.45 FT. TO A POINT IN AN EXISTING FENCE;

THENCE N 06°38'44"W ALONG SAID FENCE A DISTANCE OF 129.57 FT. TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE N 06°38'44"W A DISTANCE OF 50.00 FT.;

THENCE EAST A DISTANCE OF 1529.48 FT.;

THENCE S 31°10'21"W A DISTANCE OF 1399.14 FT.;

THENCE N 58°02'13"W A DISTANCE OF 190.58 FT.;

THENCE NORTH A DISTANCE OF 1046.61 FT.;

THENCE WEST A DISTANCE OF 637.80 FT. TO THE POINT OF BEGINNING.

G.S.

PARCEL III

A 40.00 FT. WIDE EASEMENT WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, RUN THENCE N. 47° 23' 56" W. A DISTANCE OF 1981.80 FT. TO A POINT AT THE END OF AN EXISTING COUNTY ROAD AND THE EASTERLY RIGHT OF WAY OF SAID EASEMENT AND THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID EASEMENT:

**S. 44° 51' 42" E. 234.71 FT.; S. 30° 04' 48" E. 390.71 FT.;
S. 50° 06' 01" E. 451.71 FT.; S. 64° 27' 27" E. 199.85 FT.;
S. 40° 53' 47" E. 803.80 FT.; S. 43° 19' 36" E. 115.83 FT.;
S. 17° 38' 28" E. 184.57 FT.; S. 08° 41' 58" E. 379.49 FT.;
S. 06° 30' 18" E. 504.29 FT.; S. 04° 45' 20" E. 422.47 FT.;
S. 10° 16' 37" W. 916.01 FT.; S. 29° 37' 36" W. 138.01 FT.;
S. 31° 37' 59" W. 87.77 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 14.**

G.S.

Exhibit 'B'
Deed Restrictions

1. All lots shall be residential/agricultural. No structure shall be erected, altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such outbuildings as may be incidental to the residential/agricultural use of the land.
2. All lots shall have individual water and sewage systems. All utilities shall be buried underground. Before construction can begin, approval must be obtained from District 7 Health Department.
3. No building shall be erected, altered or permitted thereon which exceeds two and one half stories in height. No building shall be located on any lot nearer than thirty (30) feet to any internal boundary line. No mobile homes allowed. Modular homes shall be allowed provided that the width of said modular is no less than 24 feet; the exterior finish and roofing shall be finished as a standard stick-built house including a pitched roof; the modular home shall be placed on a permanent foundation. No metal siding and certain types of plywood not intended for siding are not allowed. No used modular homes shall be permitted.
4. All outer structures, i.e., barns, sheds and other outbuildings, shall be constructed of materials similar to residences.
5. If you do not want animals or livestock on your parcel you must fence them out.
6. No trash, garbage, ashes, refuse or other remains of any kind (including disabled vehicles, see below), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot whether vacant or otherwise. The owner of any lot, regardless of fault, shall be responsible for the prompt removal of all trash, garbage, solid waste, ashes, refuse, ruins and other remains. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No storage of old cars, machinery, tractors, or "junk" shall be stored in such a manner that it may be seen from other lots.
7. The responsibility for the cost of the access road will be assumed by all lot owners. Each owner shall pay a proportionate share of road maintenance, repair and upkeep costs according to lot size.
8. No lot/parcel shall be re-split.

Warranty Deed

For Value Received

Clancy B Yohman a/k/a Clancey B Yohman, a single individual as his sole and separate property as to an undivided 25% interest

the grantors, do hereby grant, bargain, sell and convey unto

Jennifer Call, an unmarried woman

Whose current address is:

**PO Box 8
Salmon, ID 83467**

the grantee, the following described premises, to-wit:

**See Attached Legal Description as Exhibit 'A'
See Attached Deed Restrictions as Exhibit 'B'**

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March __, 2019

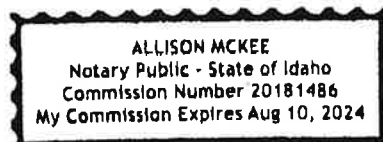
Clancey B Yohman by [Signature] AIF
Clancy B Yohman a/k/a Clancey B Yohman by Gabrielle Batten, AIF

State of Idaho)
County of Ada) ss.

On this 4th day of March, in the year 2019, before me a notary public in the above referenced state, personally appeared **Gabrielle Batten**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument as the attorney in fact of **Clancy B Yohman a/k/a Clancey B Yohman**, and acknowledged to me that she subscribed the name of **Clancy B Yohman a/k/a Clancey B Yohman** thereto as principal, and her own name as attorney in fact.

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

(seal)



[Signature]
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires: 10/24/24

de

Exhibit 'A'
Legal Description

PARCEL I

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 637.80 FT.;

THENCE SOUTH A DISTANCE 1046.61 FT.;

THENCE N 58°02'13"W A DISTANCE OF 280.50 FT.;

THENCE S 73°18'24"W A DISTANCE OF 570.46 FT.;

THENCE N 07°20'56"E A DISTANCE OF 86.19 FT.;

THENCE N 50°15'51"E A DISTANCE OF 53.11 FT.;

THENCE N 15°17'18"E A DISTANCE OF 664.94 FT.;

THENCE N 20°49'53"W A DISTANCE OF 184.45 FT. TO A POINT IN AN EXISTING FENCE;

THENCE N 06°38'44"W ALONG SAID FENCE A DISTANCE OF 129.57 FT. TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE N 58°02'13"W A DISTANCE OF 190.58 FT.;

THENCE NORTH A DISTANCE OF 1046.61 FT.;

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je
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**S. 44° 51' 42" E. 234.71 FT.; S. 30° 04' 48" E. 390.71 FT.;
S. 50° 06' 01" E. 451.71 FT.; S. 64° 27' 27" E. 199.85 FT.;
S. 40° 53' 47" E. 803.80 FT.; S. 43° 19' 36" E. 115.83 FT.;
S. 17° 38' 28" E. 184.57 FT.; S. 08° 41' 58" E. 379.49 FT.;
S. 06° 30' 18" E. 504.29 FT.; S. 04° 45' 20" E. 422.47 FT.;
S. 10° 16' 37" W. 916.01 FT.; S. 29° 37' 36" W. 138.01 FT.;
S. 31° 37' 59" W. 87.77 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 14.**

JE

Exhibit 'B'
Deed Restrictions

1. All lots shall be residential/agricultural. No structure shall be erected, altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such outbuildings as may be incidental to the residential/agricultural use of the land.
2. All lots shall have individual water and sewage systems. All utilities shall be buried underground. Before construction can begin, approval must be obtained from District 7 Health Department.
3. No building shall be erected, altered or permitted thereon which exceeds two and one half stories in height. No building shall be located on any lot nearer than thirty (30) feet to any internal boundary line. No mobile homes allowed. Modular homes shall be allowed provided that the width of said modular is no less than 24 feet; the exterior finish and roofing shall be finished as a standard stick-built house including a pitched roof; the modular home shall be placed on a permanent foundation. No metal siding and certain types of plywood not intended for siding are not allowed. No used modular homes shall be permitted.
4. All outer structures, i.e., barns, sheds and other outbuildings, shall be constructed of materials similar to residences.
5. If you do not want animals or livestock on your parcel you must fence them out.
6. No trash, garbage, ashes, refuse or other remains of any kind (including disabled vehicles, see below), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot whether vacant or otherwise. The owner of any lot, regardless of fault, shall be responsible for the prompt removal of all trash, garbage, solid waste, ashes, refuse, ruins and other remains. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No storage of old cars, machinery, tractors, or "junk" shall be stored in such a manner that it may be seen from other lots.
7. The responsibility for the cost of the access road will be assumed by all lot owners. Each owner shall pay a proportionate share of road maintenance, repair and upkeep costs according to lot size.
8. No lot/parcel shall be re-split.

Warranty Deed

For Value Received

JE Buzz E Yohman, an undivided 25% interest as his sole and separate property
the grantors, do hereby grant, bargain, sell and convey unto

Jennifer Call, an unmarried woman

Whose current address is:

PO Box 8
Salmon, ID 83467

the grantee, the following described premises, to-wit:

See Attached Legal Description as Exhibit 'A'
See Attached Deed Restrictions as Exhibit 'B'

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 9, 2019

Buzz E Yohman
Buzz E Yohman

Wendi Yohman
Wendi Yohman

STATE OF Alaska)
COUNTY OF Anchorage) ss

On this 9th day of January, 2019, before me, a notary public in and for said State, personally appeared Buzz E Yohman and Wendi Yohman known to me or proved to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Brenda S. Nolin
Notary Public
Residing at: Anchorage, AK
Comm. Expires: 5/18/2019

Notary Public
BRENDA S. NOLIN
State of Alaska
My Commission Expires May 18, 2019

Exhibit 'A'
Legal Description

PARCEL I

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 637.80 FT.;

THENCE SOUTH A DISTANCE 1046.61 FT.;

THENCE N 58°02'13"W A DISTANCE OF 280.50 FT.;

THENCE S 73°15'24"W A DISTANCE OF 570.46 FT.;

THENCE N 07°20'56"E A DISTANCE OF 86.19 FT.;

THENCE N 50°15'51"E A DISTANCE OF 53.11 FT.;

THENCE N 15°17'18"E A DISTANCE OF 664.94 FT.;

THENCE N 20°49'53"W A DISTANCE OF 184.45 FT. TO A POINT IN AN EXISTING FENCE;

THENCE N 06°38'44"W ALONG SAID FENCE A DISTANCE OF 129.57 FT. TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE N 06°38'44"W A DISTANCE OF 50.00 FT.;

THENCE EAST A DISTANCE OF 1529.48 FT.;

THENCE S 31°10'21"W A DISTANCE OF 1399.14 FT.;

THENCE N 58°02'13"W A DISTANCE OF 190.58 FT.;

THENCE NORTH A DISTANCE OF 1046.61 FT.;

THENCE WEST A DISTANCE OF 637.80 FT. TO THE POINT OF BEGINNING.

PARCEL III

A 40.00 FT. WIDE EASEMENT WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, RUN THENCE N. 47° 23' 56" W. A DISTANCE OF 1981.80 FT. TO A POINT AT THE END OF AN EXISTING COUNTY ROAD AND THE EASTERLY RIGHT OF WAY OF SAID EASEMENT AND THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID EASEMENT:

**S. 44° 51' 42" E. 234.71 FT.; S. 30° 04' 48" E. 390.71 FT.;
S. 50° 06' 01" E. 451.71 FT.; S. 64° 27' 27" E. 199.85 FT.;
S. 40° 53' 47" E. 803.80 FT.; S. 43° 19' 36" E. 115.83 FT.;
S. 17° 38' 28" E. 184.57 FT.; S. 08° 41' 58" E. 379.49 FT.;
S. 06° 30' 18" E. 504.29 FT.; S. 04° 45' 20" E. 422.47 FT.;
S. 10° 16' 37" W. 916.01 FT.; S. 29° 37' 36" W. 138.01 FT.;
S. 31° 37' 59" W. 87.77 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 14.**

Exhibit 'B'
Deed Restrictions

1. All lots shall be residential/agricultural. No structure shall be erected, altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such outbuildings as may be incidental to the residential/agricultural use of the land.
2. All lots shall have individual water and sewage systems. All utilities shall be buried underground. Before construction can begin, approval must be obtained from District 7 Health Department.
3. No building shall be erected, altered or permitted thereon which exceeds two and one half stories in height. No building shall be located on any lot nearer than thirty (30) feet to any internal boundary line. No mobile homes allowed. Modular homes shall be allowed provided that the width of said modular is no less than 24 feet; the exterior finish and roofing shall be finished as a standard stick-built house including a pitched roof; the modular home shall be placed on a permanent foundation. No metal siding and certain types of plywood not intended for siding are not allowed. No used modular homes shall be permitted.
4. All outer structures, i.e., barns, sheds and other outbuildings, shall be constructed of materials similar to residences.
5. If you do not want animals or livestock on your parcel you must fence them out.
6. No trash, garbage, ashes, refuse or other remains of any kind (including disabled vehicles, see below), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot whether vacant or otherwise. The owner of any lot, regardless of fault, shall be responsible for the prompt removal of all trash, garbage, solid waste, ashes, refuse, ruins and other remains. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. No storage of old cars, machinery, tractors, or "junk" shall be stored in such a manner that it may be seen from other lots.
7. The responsibility for the cost of the access road will be assumed by all lot owners. Each owner shall pay a proportionate share of road maintenance, repair and upkeep costs according to lot size.
8. No lot/parcel shall be re-split.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Todd Winegar
PO Box 1097
Boise, ID 83701

(Space Above For Recorder's Use)

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Buzz E. Yohman, as personal representative of the estate of Mark Joseph Yohman ("Grantor"), to Buzz E. Yohman, a married individual as his sole and separate property, and Clancey B. Yohman, a single individual as his sole and separate property (each a "Grantee" and collectively, "Grantees") whose current address is 5764 Cobbler Drive, Anchorage, Alaska 99502.

WHEREAS, Grantor is the qualified personal representative of the estate of Mark Joseph Yohman, filed as Case No. CV 2015-210, in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Lemhi;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee, Buzz E. Yohman, an undivided 25% interest as his sole and separate property, and to Grantee, Clancey B. Yohman, an undivided 25% interest as his sole and separate property, as tenants in common, in the following described real property in Lemhi County, Idaho: See Exhibit A attached hereto.

To HAVE AND TO HOLD the said premises, with all appurtenances unto the said Grantees. The property and any income derived therefrom are conveyed to each Grantee as his separate property. The property is conveyed subject to those "deed restrictions" reflected in Exhibit A to that Warranty Deed dated December 19, 2009 and recorded January 8, 2010 as Instrument Number 281847, Official Records of Lemhi County, Idaho.

EXECUTED this 15 day of October, 2015.



Buzz E. Yohman, Personal Representative of the
Estate of Mark Joseph Yohman

STATE OF ALASKA)

: ss

COUNTY/BOROUGH OF DENALI)

On this 19 day of Oct, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Buzz E. Yohman, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Mark Joseph Yohman, deceased, and acknowledged to me that he executed the same as Personal Representative of said estate.

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




NOTARY PUBLIC

Residing at: Anchorage, AK

My Commission Expires: July 1, 2019

Exhibit A

PARCEL I

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 637.80 FT.;

THENCE SOUTH A DISTANCE 1046.61 FT.;

THENCE N 58°02'13"W A DISTANCE OF 280.50 FT.;

THENCE S 73°18'24"W A DISTANCE OF 570.46 FT.;

THENCE N 07°20'56"E A DISTANCE OF 86.19 FT.;

THENCE N 50°15'51"E A DISTANCE OF 53.11 FT.;

THENCE N 15°17'18"E A DISTANCE OF 664.94 FT.;

THENCE N 20°49'53"W A DISTANCE OF 184.45 FT. TO A POINT IN AN EXISTING FENCE;

THENCE N 06°38'44"W ALONG SAID FENCE A DISTANCE OF 129.57 FT. TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N 00°11'24"W A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 11°41'22"E A DISTANCE OF 1090.66 FT. TO THE POINT OF BEGINNING;

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S. 10° 16' 37" W. 916.01 FT.; S. 29° 37' 36" W. 138.01 FT.;
S. 31° 37' 59" W. 87.77 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 14.**

State of Idaho
Department of Water Resources

Water Right

74-15935

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 3/24/2020



Legend

- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters





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

April 7, 2021

Gary Spackman
Director

GERALD SCHLABACH
GENEVA F SCHLABACH
280 RED ROCK STAGE RD
SALMON ID 83467-5202

Re: Change in Ownership for Water Right Nos: 74-15935 and 74-15937

Dear Water Right Holders:

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debby.judd@idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debby Judd'.

Debby Judd
Technical Records Specialist

Enclosures

c. Water District 74 – *via email*