

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 29 2020


Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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?
65-438	Yes ^{NO} <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Marsha & Jerome Weber (Living Trust)
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): C. James Ackerman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3848 W Quail Heights Ct Boise ID 83703
Mailing address City State ZIP
- (208) 841-5258 James@sawtoothev.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: June 20, 2018
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):
 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:  June 29, 2020
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by LE Date 06/29/2020 Receipt No. W048451 Refunded \$75.00 on 8/12/2020
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing Receipt Amt. \$100-\$25.00
Name on W-9 APPROVED BY LE PROCESSED BY LE W-9 received? Yes ☐ No ☒ Date 08/12/2020

RECORDED AT THE REQUEST OF:

Mark D. Perison, P.A.
314 S. 9th Street, Suite 300
P.O. Box 6575
Boise, ID 83707

EMME11 .M, IDAHO
2018-11-06 11:32:12 AM No. of Pages: 4
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
SHELLY TILTON Fee: \$15.00
Ex-Officio Recorder Deputy SStewart
Index To: DEED
Electronically Recorded by Simplifile

SEND TAX NOTICES TO:

John Ackerman
9086 Liberty Road
Sweet, ID 83670

Space Above Reserved For Recorder's Use

ACCOMMODATION

CORRECTED TRUSTEE'S DEED

Corrects Legal Descriptions in Inst. #316751 and Inst. #318735

1. DATE, NAMES OF PARTIES AND ADDRESSES.

1.1. **Date.** This amended Trustee's Deed is executed and delivered by Grantor to Grantee on November 7, 2018.

1.2. **Name of Grantor and Address.** C. James Ackerman, as Successor Trustee of the Jerome Allen Weber and Marsha J. Weber Joint Living Trust, and any amendments thereto, under Trust Agreement dated November 30, 2000, whose address is 9086 Liberty Road, Sweet, Idaho 83670, is the Grantor.

1.3. **Name of Grantees and Address.** C. James Ackerman, whose address is 9086 Liberty Road, Sweet, Idaho 83670, is the Grantee.

2. **CONVEYANCE.** For value received, Grantor grants, bargains, sells and conveys to Grantees, all the Grantor Trust's right, title and interest in and to certain real property located in Gem County, Idaho, described as follows:

PARCEL NO. RP08N01E352405

A tract of land in the Southwest Quarter Southwest Quarter, Section 26, Township 8 North, Range 1 East, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Beginning in the Southwest corner of Section 26, Township 8 North, Range 1 East, Boise Meridian, which is located in the center of an existing county road, called Brownlee Liberty Road; thence Northerly along the County Road, 215 feet to a point; thence East 990 feet, to an iron pin; thence South 208 feet, to the South line of said Section 26; thence West along said section line, 1112 feet to the Point of Beginning.

EXCEPTING THEREFROM any house trailer or mobile home standing on said land.

PARCEL NO. RP08N01E352400

Township 8 North, Range 1E., B.M., Gem County, Idaho:
Section 35: The NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. RP08N01E266900

Beginning at a point 1112 feet East of the Southwest corner of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho, being THE REAL POINT OF BEGINNING; thence North 208 feet; thence East 208 feet; thence South 208 feet; thence West 208 feet to the POINT OF BEGINNING.

And the following land described as follows:

Township 8 North, Range 1E., B.M., Gem County, Idaho:
Section 26: The South Half of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$

LESS the following described property:

The South half of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho.

AND ALSO EXCEPTING:

A parcel of land being the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 8 North, Range 1 East, Boise Meridian, Gem County, Idaho and more particularly described as follows:

Beginning at a Brass cap marking the South 1/4 Corner of Said Section 26;

Thence South 89°34'41" East along the Southerly Boundary of Said Section 26 for a distance of 653.44 feet to an iron pin said point being the TRUE POINT OF BEGINNING;

Thence North 00°23'31" East for a distance of 333.99 feet to an iron pin;

Thence South 89°27'42" East for a distance of 654.28 feet to an iron pin;

Thence South 00°32'09" West for a distance of 332.55 feet to an iron pin located on the Southerly Boundary of Said Section 26;

Thence North 89°34'41" West for a distance of 653.44 feet to the TRUE POINT OF BEGINNING, comprising 5.00 acres, more or less.

AND FURTHER EXCEPTING:

A parcel of land being the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 8 North, Range 1 East, Boise Meridian, Gem County, Idaho and more particularly described as follows:

Beginning at a Brass cap marking the South 1/4 Corner of Said Section 26;

Thence North 00°14'57" East along the Meridional Centerline of Said Section 26 for a distance of 329.89 feet to an iron pin;

Thence South 89°27'42" East for a distance of 654.27 feet to an iron pin;

Thence North 00°23'31" East for a distance of 5.43 feet to an iron pin, said point being the TRUE POINT OF BEGINNING;

Thence continuing North 00°23'31" East for a distance of 333.21 feet to an iron pin;

Thence South 89°20'43" East for a distance of 655.12 feet to an iron pin;

Thence South 00°32'09" West for a distance of 331.88 feet to an iron pin;

Thence North 89°27'42" West for a distance of 654.28 feet to the TRUE POINT OF BEGINNING, comprising 5.00 acres, more or less.

3. COVENANTS. Grantee, his successors and assigns, shall have and hold the property.

4. SIGNATURE.

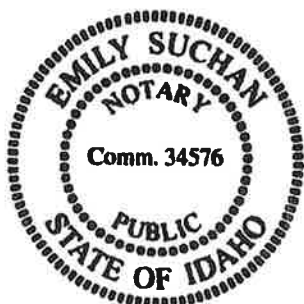
Jerome Allen Weber and Marsha J. Weber
Joint Living Trust

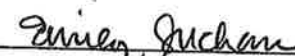

C. James Ackerman
Successor Trustee

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared C. James Ackerman, known to me to be the person whose name is subscribed to the within instrument as trustee of the Jerome Allen Weber and Marsha J. Weber Joint Living Trust, and acknowledged to me that he executed the same as such trustee.

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
Residing at: Boise, ID
Commission Expires: 08/25/2024

ORIGINAL

COPY

INSTRUMENT NO. 316751
PAGES 1 OF 5

RECORDATION REQUESTED BY:

Stanley W. Welsh
Coshu Humphrey, LLP
1501 South Tyrell Lane
P.O. Box 9518
Boise, ID 83707-9518
Ph: 208-344-7811
Fax: 208-338-3290

WHEN RECORDED MAIL TO:

Stanley W. Welsh
Coshu Humphrey, LLP
1501 South Tyrell Lane
P.O. Box 9518
Boise, ID 83707-9518
Ph: 208-344-7811
Fax: 208-338-3290

SEND TAX NOTICES TO:

John Ackerman
9086 Liberty Road
Sweet, Idaho 83670

Instrument # 316751

EMMETT, GEM, IDAHO
6-25-2018 11:20:58 AM No. of Pages: 5
Recorded for : COSHO HUMPHREY LLP
SHELLY TILTON Fee: 15.00
Ex-Officio Recorder Deputy *Larry Stewart*
Index to: DEED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

TRUSTEE'S DEED

1. DATE, NAMES OF PARTIES AND ADDRESSES.

1.1. Date. This Trustee's Deed is executed and delivered by Grantor to Grantee on June 20, 2018.

1.2. Name of Grantor and Address. C. James Ackerman, as Successor Trustee of the Jerome Allen Weber and Marsha J. Weber Joint Living Trust, and any amendments thereto, under Trust Agreement dated November 30, 2000, whose address is 9086 Liberty Road, Sweet, Idaho 83670, is the Grantor.

1.3. Name of Grantees and Address. C. James Ackerman, whose address 9086 Liberty Road, Sweet, Idaho 83670, is the Grantee.

2. CONVEYANCE. For value received, Grantor grants, bargains, sells and conveys to Grantees, all the Grantor Trust's right, title and interest in and to certain real property located in Gem County, Idaho, described as follows:

PARCEL NO.: RP08N01E266405

A tract of land in the SW ¼ SW ¼, Section 26, Tsp. 8N., R.1E., B.M.,
Gem County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Section 26 T., 8N., R.1E., B.M., which is located in the center of an existing county road, called Brownlee Liberty Road; thence

Northerly along the County Road, 215 feet to a point; thence

East 990 feet, to an iron pin; thence

South 208 feet, to the South line of Said Section 26, thence

West along said section line, 1112 feet to the point of beginning.

Including all water and ditch rights appurtenant thereto or used in connecting therewith, and including any easements or rights of ways appurtenant to or used for

the benefit of said described premises. Subject to easements, rights of ways, reservations and exceptions, if any and the right of way for County Road mentioned above.

PARCEL NO: RP08N01E352400

Beginning at a point 1112 feet East of the Southwest corner of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho, being
THE REAL POINT OF BEGINNING; thence
North 208 feet; thence
East 208 feet; thence
South 208 feet; thence
West 208 feet to the POINT OF BEGINNING

And the following land described as follows:

Township 8 North, Range 1E., B.M., Gem County, Idaho:
Section 26: The South Half of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$

Less the following described property:

The South half of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho.

PARCEL NO.: RP08N01E266900

Beginning at a point 1112 feet East of the Southwest corner of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho, being
THE REAL POINT OF BEGINNING; thence
North 208 feet; thence
East 208 feet; thence
South 208 feet; thence
West 208 feet to the POINT OF BEGINNING.

And the following land described as follows:

Township 8 North, Range 1 E., B.M., Gem County, Idaho:
Section 26: The South Half of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$

Less the following described property:

The South half of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 8 North, Range 1 East, B.M., Gem County, Idaho.

WITH THE EXCEPTION OF THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBITS A AND B.

3. COVENANTS. Grantee, his successors and assigns, shall have and hold the property.

4. SIGNATURE.

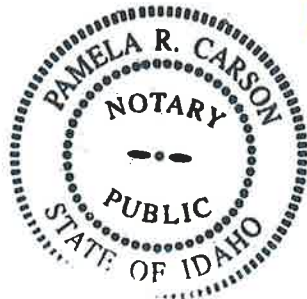
Jerome Allen Weber and Marsha J. Weber
Joint Living Trust


C. JAMES ACKERMAN
Successor Trustee

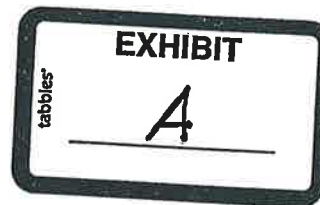
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On June 20, 2018, before me, the undersigned, a notary public in and for said county and state, personally appeared C. James Ackerman, known to me to be the person whose name is subscribed to the within instrument as trustee of the Jerome Allen Weber and Marsha J. Weber Joint Living Trust and acknowledged to me that he executed same as such trustee.

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




Notary Public for Idaho
Residing at Boyle Idaho
My Commission Expires: 3/31/2022



Excepting:

A parcel of land being the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 26, Township 8 North, Range 1 East, Boise Meridian, Gem County, Idaho and more particularly described as follows;

Beginning at a Brass cap marking the South $\frac{1}{4}$ Corner of Said Section 26;

Thence South $89^{\circ}34'41''$ East along the Southerly Boundary of Said Section 26 for a distance of 653.44 feet to an iron pin said point being the TRUE POINT OF BEGINNING;

Thence North $00^{\circ}23'31''$ East for a distance of 333.99 feet to an iron pin;

Thence South $89^{\circ}27'42''$ East for a distance of 654.28 feet to an iron pin;

Thence South $00^{\circ}32'09''$ West for a distance of 332.55 feet to an iron pin located on the Southerly Boundary of Said Section 26;

Thence North $89^{\circ}34'41''$ West for a distance of 653.44 feet to the TRUE POINT OF BEGINNING, comprising 5.00 acres, more or less.

It is further agreed that a forty foot wide access easement is granted from the existing Brownlee Liberty Road to the above described parcel along an alignment that will be agreed upon by the grantor and grantee.



Excepting:

A parcel of land being the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 8 North, Range 1 East, Boise Meridian, Gem County, Idaho and more particularly described as follows;

Beginning at a Brass cap marking the South $\frac{1}{4}$ Corner of Said Section 26;

Thence North $00^{\circ}14'57''$ East along the Meridianal Centerline of Said Section 26 for a distance of 329.89 feet to an iron pin;

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Thence continuing North $00^{\circ}23'31''$ East for a distance of 333.21 feet to an iron pin;

Thence South $89^{\circ}20'43''$ East for a distance of 655.12 feet to an iron pin;

Thence South $00^{\circ}32'09''$ West for a distance of 331.88 feet to an iron pin;

Thence North $89^{\circ}27'42''$ West for a distance of 654.28 feet to the TRUE POINT OF BEGINNING, comprising 5.00 acres, more or less.

It is further agreed that a forty foot wide access easement is granted from the existing Brownlee-Liberty Road to the above described parcel along an alignment that will be agreed upon by the grantor and the grantee.

CERTIFICATION OF VITAL RECORDS

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

DATE FILED BY STATE REGISTRAR:

State of Idaho
CERTIFICATE OF DEATH

STATE FILE NO. **2018-06301**

06/13/2018

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR WITH THE DEPARTMENT OF HEALTH AND WELFARE, SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER §15-211(i) AND §15-217, IDAHO CODE.

Local Reg. No.

DECEDENT	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) JEROME ALLEN WEBER				2. SEX MALE		3. SOCIAL SECURITY NUMBER	
	4a. AGE-Last Birthday 72 (Years)				4b. UNDER 1 YEAR Months: Days: Hours: Minutes:		4c. UNDER 1 DAY Hours: Minutes:	
TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE FELT TIP PEN.	5. DATE OF BIRTH (Mo/Day/Yr) CEAR RAPIDS, IOWA				6. BIRTHPLACE (City and State, Territory, or Foreign Country)			
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY IDAHO				7b. COUNTY GEM		7c. CITY OR TOWN SWEET	
FOR INSTRUCTIONS SEE HANDBOOKS	7d. STREET AND NUMBER 9086 LIBERTY RD.				7e. APT. NO.		7f. ZIP CODE 83670	
	7g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
MORTICIAN: Complete/Verify and File Within 5 Days of Death	8. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never married <input type="checkbox"/> Unknown				9. SURVIVING SPOUSE'S NAME (If wife, give maiden name)			
	10. EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
PARENTS	11a. FATHER'S NAME (First, Middle, Last, Suffix) FRANCIS WEBER				11b. BIRTHPLACE (State, Territory, or Foreign Country) NORTH DAKOTA			
	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) FRANCES SCHMITZ				12b. BIRTHPLACE (State, Territory, or Foreign Country) IOWA			
INFORMANT	13a. INFORMANT'S NAME (Type or print) CHRISTOPHER J. ACKERMAN				13b. RELATIONSHIP TO DECEDENT SON		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 4334 W. QUAIL RIDGE DR. BOISE, ID 83703	
	14. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from Idaho <input type="checkbox"/> Other (Specify)				15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) POTTER CREMATORY 228 E. MAIN ST. EMMETT, IDAHO 83617			
DISPOSITION	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY POTTER FUNERAL CHAPEL P.O. BOX 697 EMMETT, IDAHO 83617				17. LICENSE NUMBER (Of licensee) M0645			
	17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: JOHN L. BUCK				17b. LICENSE NUMBER (Of licensee) M0645			
PLACE OF DEATH	18. IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Hospice facility <input type="checkbox"/> Nursing home/Long term care facility <input checked="" type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify)				19. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Hospice facility <input type="checkbox"/> Nursing home/Long term care facility <input checked="" type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify)			
	20. FACILITY NAME (If not facility, give street and number) 9086 LIBERTY RD.				21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE SWEET, ID 83670			
DATE OF DEATH	22. COUNTY OF DEATH GEM				23. DATE OF DEATH (Mo/Day/Yr) (Spell month) June 8, 2018			
	24. TIME OF DEATH 14:30				25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) June 9, 2018			
CAUSE OF DEATH	26. TIME PRONOUNCED DEAD (24hr) 14:30				27. CAUSE OF DEATH			
	PART I. Enter the chain of events—diseases, injuries, or complications—that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. _____ b. DUE TO (or as a consequence of): c. DUE TO (or as a consequence of): d. _____				Approximate Time Interval Onset to Death MINUTES			
CERTIFIER: Complete Within 72 Hours of Death	28. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown				29. IF FEMALE (Aged 10-54): <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year			
	30. DATE OF INJURY (Mo/Day/Yr) (Spell month) 31. TIME OF INJURY (24hr)				32. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)			
ITEMS 32-35 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER)	33. LOCATION OF INJURY: State: _____ City/Town or County: _____ Zip Code: _____ Street and Number or Location: _____ Apartment Number: _____				34. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	35. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable				36. MANNER OF DEATH: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined			
CERTIFIER	37. TRANSPORTATION INJURY ONLY <input type="checkbox"/> Pedestrian <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)				38. WHAT SAFETY DEVICES(S) DID DECEDENT USE/EMPLOY? <input type="checkbox"/> Seat belt <input type="checkbox"/> Child safety seat <input type="checkbox"/> Helmet <input type="checkbox"/> Air bag <input type="checkbox"/> None <input type="checkbox"/> Unknown			
	39a. CERTIFIER (Check only one, based on official capacity for this certificate) <input type="checkbox"/> PHYSICIAN <input type="checkbox"/> PHYSICIAN ASSISTANT <input checked="" type="checkbox"/> ADVANCED PRACTICE REGISTERED NURSE To the best of my knowledge, death occurred at the time, date, and place, and due to the natural cause(s)/manner stated. <input checked="" type="checkbox"/> CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature and Title of Certifier: ELECTRONICALLY SIGNED: JEANIE HARRIS				39b. LICENSE NUMBER 6 / 12 / 2018 MM DD YYYY			
REGISTRAR	39c. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) JEANIE HARRIS, 228 EAST MAIN STREET EMMETT, ID 83617				40a. REGISTRAR'S SIGNATURE James B. Aydelotte			
	40b. DATE SIGNED 6 / 13 / 2018 MM DD YYYY							

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: **JUN 13 2018**

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JAMES B. AYDELOTTE
STATE REGISTRAR



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

***LAST WILL AND TESTAMENT
OF
JEROME ALLEN WEBER***

I, Jerome Allen Weber, of Sweet , Idaho, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

**ARTICLE I
PAYMENT OF DEBTS AND EXPENSES**

I direct that my just debts, funeral expenses, and expenses of last illness be paid as provided under the Jerome Allen and Marsha J. Weber Joint Living Trust dated November 30, 2000.

**ARTICLE II
DISPOSITION OF PROPERTY**

All of the property that I own at my death, or which shall become payable to my estate or my personal representatives, and any property that I have the power to dispose of under my Will shall be distributed to the Trustee of the Jerome Allen and Marsha J. Weber Joint Living Trust dated November 30, 2000 to be administered and distributed as provided under that Trust.

**ARTICLE III
NOMINATION OF EXECUTOR**

I nominate Marsha J. Weber, of Sweet, Idaho, and C. James Ackerman, of Boise, Idaho, as Co-Executors, without bond or security. If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Executor without bond or security.

**ARTICLE IV
EXECUTOR POWERS**

My Executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without order of court and without notice to anyone.

My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate, or equivalent legislation designed to operate without unnecessary intervention by the probate court.

Initials JW

AFFIDAVIT

I, Jerome Allen Weber, the Testator, sign my name to this instrument this 30 day of November, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes expressed in the Will, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator Signature:


Jerome Allen Weber

We, Michael L Pease and Sandra Lee Pease, the witnesses, sign our names to this instrument, and, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his/her will and that he/she signs it willingly (or willingly directs another to sign for him/her), and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is of full age or older, of sound mind, and under no constraint or undue influence.


Witness Signature:



Name: Michael L Pease
City: Sweet
State: Idaho

Initials: JA

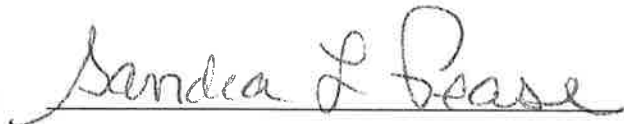
IN WITNESS WHEREOF, I have subscribed my name below, this 30 day of
November, 19 2000


Jerome Allen Weber

We, the undersigned, hereby certify that the above instrument, which consists of _____ page(s), including the page(s) which contain the witness signatures, was signed in our sight and presence by Jerome Allen Weber (the "Testator"), who declared this instrument to be his/her Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date shown above.

Witness Signature: 

Name: Michael L. Pease
City: Sweet
State: Idaho

Witness Signature: 

Name: Sandra Lee Pease
City: Sweet
State: Idaho

Witness Signature:

Sandra L Pease

Name: Sandra Lee Pease
City: Sweet
State: Idaho

Subscribed, sworn to and acknowledged before me by Jerome Allen Weber, the Testator; and
subscribed and sworn before me by Michael L Pease and Sandra Lee Pease, witnesses, this 30
day of NOVEMBER, 19 2002

Cheyne Lee

Notary Public, or other officer authorized to take
and certify acknowledgments and administer oaths

Comm EXP: 2-01-03

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

CERTIFICATE OF DEATH

Date Filed DECEMBER 17, 2001

State File No. 2001-08818

DECEDENT - NAME MARSHA VAHLBERG WEBER				AGE 53 YEARS	
DATE OF DEATH DEC. 07, 2001		SEX FEMALE	SOCIAL SECURITY NUMBER		DATE OF BIRTH
WAS DECEDENT EVER IN U.S. ARMED FORCES? NO		MARITAL STATUS MARRIED		SURVIVING SPOUSE (If wife, maiden name) JEROME WEBER	
RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION SWEET			
FATHER - NAME JIM ED VAHLBERG					BIRTHPLACE IDAHO
MOTHER - FULL MAIDEN NAME LORNA BIGGERS					BIRTHPLACE IDAHO
NAME AND ADDRESS OF MORTUARY POTTER FUNERAL CHAPEL, EMMETT, IDAHO					
FUNERAL SERVICE LICENSEE JOHN L. BUCK					
METHOD OF DISPOSITION P.C.		TIME OF DEATH 10:26 P.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last) a.					Approximate Interval Between Onset and Death
b. DUE TO (or as a consequence of):					
c. DUE TO (or as a consequence of):					
d. DUE TO (or as a consequence of):					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER				TITLE OF CERTIFIER PHYSICIAN	
CORONER REVIEW AREA					
ACTION				NAME	
EXTERNAL CAUSES ONLY					
DATE OF INJURY		HOUR OF INJURY		INJURY AT WORK?	
DESCRIPTION OF HOW INJURY OCCURRED					
PLACE OF INJURY		LOCATION OF INJURY			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: JANUARY 15, 2002

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

Jane S. Smith

JANE S. SMITH
STATE REGISTRAR



430
NOV 09 2004

**LAST WILL AND TESTAMENT
OF
MARSHA J. WEBER**

SUSAN K. HOWARD, CLERK
DAWIN MITTS

I, Marsha J. Weber, of Sweet, Idaho, revoke my former Wills and Codicils and declare this to be my Last Will and Testament.

**ARTICLE I
PAYMENT OF DEBTS AND EXPENSES**

I direct that my just debts, funeral expenses, and expenses of last illness be paid as provided under the Jerome Allen and Marsha J. Weber Joint Living Trust Dated November 30, 2000.

**ARTICLE II
DISPOSITION OF PROPERTY**

All of the property that I own at my death, or which shall become payable to my estate or my personal representatives, and any property that I have the power to dispose of under my Will shall be distributed to the Trustee of the Jerome Allen and Marsha J. Weber Joint Living Trust Dated November 30, 2000 to be administered and distributed as provided under that Trust.

**ARTICLE III
NOMINATION OF EXECUTOR**

I nominate Jerome Allen Weber, of Sweet, Idaho, and C. James Ackerman, of Boise, Idaho, as Co-Executors, without bond or security. If one of the above nominees does not serve for any reason, the remaining nominee shall serve as sole Executor without bond or security.

**ARTICLE IV
EXECUTOR POWERS**

My Executor, in addition to other powers and authority granted by law or necessary or appropriate for proper administration, shall have the right and power to lease, sell, mortgage, or otherwise encumber any real or personal property that may be included in my estate, without order of court and without notice to anyone.

My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate, or equivalent legislation designed to operate without unnecessary intervention by the probate court.

Initials: MC

IN WITNESS WHEREOF, I have subscribed my name below, this 30 day of
Nov, 19 2000

Marsha J. Weber
Marsha J. Weber

We, the undersigned, hereby certify that the above instrument, which consists of _____ page(s), including the page(s) which contain the witness signatures, was signed in our sight and presence by Marsha J. Weber (the "Testator"), who declared this instrument to be his/her Last Will and Testament and we, at the Testator's request and in the Testator's sight and presence, and in the sight and presence of each other, do hereby subscribe our names as witnesses on the date shown above.

Witness Signature: Michael L. Pease

Name: Michael L. Pease
City: Sweet
State: Idaho

Witness Signature: Sandra L. Pease

Name: Sandra Lee Pease
City: Sweet
State: Idaho

Witness Signature:

Sandra L Pease

Name: Sandra Lee Pease
City: Sweet
State: Idaho

Subscribed, sworn to and acknowledged before me by Marsha J. Weber, the Testator; and
subscribed and sworn before me by Michael L. Pease and Sandra Lee Pease, witnesses, this 30
day of November, 10 2000

Cheylee Lee

Notary Public, or other officer authorized to take
and certify acknowledgments and administer oaths
COMM EXP 2-01-03

AFFIDAVIT

I, Marsha J. Weber, the Testator, sign my name to this instrument this 30 day of Nov, 2000, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes expressed in the Will, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Testator Signature:

Marsha J. Weber
Marsha J. Weber

We, Michael L. Pease and Sandra Lee Pease, the witnesses, sign our names to this instrument, and, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his/her will and that he/she signs it willingly (or willingly directs another to sign for him/her), and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is of full age or older, of sound mind, and under no constraint or undue influence.

Witness Signature:

Michael L. Pease

Name: Michael L. Pease
City: Sweet
State: Idaho

Initials: mw

**THE JEROME ALLEN WEBER AND MARSHA J. WEBER
JOINT LIVING TRUST
Dated November 30, 2000**

This Joint Living Trust Agreement (this "Agreement"), dated November 30, 2000, between Jerome Allen Weber and Marsha J. Weber (the "Grantors" or "Beneficiaries") of Sweet, Idaho and Jerome Allen Weber of Sweet, Idaho, and Marsha J. Weber of Sweet, Idaho (collectively, the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantors during the Grantors' lifetimes, and to further manage and distribute the assets of the Trust upon the death of the surviving Grantor.

II. FUNDING OF TRUST. This Trust shall be funded with assets transferred to this Trust by either or both of the Grantors at the time of creating this Trust, or at any later time. Any community property transferred into or out of this Trust shall remain community property until the death of either Grantor and such property, including undistributed income that it generates, shall not be commingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantors. It is also expected that this Trust may receive assets pursuant to the terms of either Grantors' Last Will and Testament.

III. MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the trust assets for the benefit of the Grantors and their successor(s) in interest in accordance with the terms of this Agreement.

IV. PAYMENTS DURING THE LIFETIMES OF THE GRANTORS. During the joint or survivor lifetimes of the Grantors, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as either Grantor may request at any time in writing, to or for the benefit of the Grantors, or as either Grantor may designate. Such payments shall be made at least none. The Grantors may change the amount of the payments at any time by providing written notice to the Trustee. Any excess income shall be added to the principal at the discretion of the Trustee.

A. Payments During a "Disability" of a Grantor. During any period that a Grantor has a "disability", the Trustee may pay to or for the benefit of such Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) such Grantor's support, comfort and welfare, (ii) such Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of such Grantor.

B. Disability Defined. For the purposes of this Trust, "disability" shall mean a legal

Initials: _____

disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether a Grantor has a disability shall be made by such Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

V. DEATH OF A GRANTOR. Upon the death of the first of the Grantors to die (the "Decedent"), this Trust shall continue for the benefit of the surviving Grantor (the "Surviving Grantor"), subject to distributions (if any) that may be required (i) by this Agreement, or (ii) to pay the just debts, funeral expenses, and expenses of last illness of the Decedent.

A. Distributions of Specific Amounts or Items of Personal Property. Distributions of the following specific amounts or items of personal property shall be made from the assets of the Trust. Each amount or item listed shall be distributed to the corresponding "Primary Beneficiary". If the Primary Beneficiary is not living (or is not in existence) at the designated time, the amount or item shall be distributed to the corresponding "Contingent Beneficiary". If the Contingent Beneficiary is not living (or is not in existence) at the designated time, or if none has been specified, the amount or item shall be distributed with the residuary assets of this Trust.

Amount or Item: 50 Acres, 5 Acres and Home and all personal contents
Primary Beneficiary: Jerome Allen Weber
This amount or item shall be distributed upon the death of Marsha J. Weber.
Contingent Beneficiary: C. James Ackerman

Amount or Item: 35 Acres
Primary Beneficiary: C. James Ackerman
This amount or item shall be distributed upon the death of the Surviving Grantor.
Contingent Beneficiary: Jerome Allen Weber

Amount or Item: 5 Acres
Primary Beneficiary: Karen Brown Nelson
This amount or item shall be distributed upon the death of Marsha J. Weber.
Contingent Beneficiary: Jerome Allen Weber

Amount or Item: 5 Acres
Primary Beneficiary: Gary Funderburg
This amount or item shall be distributed upon the death of Marsha J. Weber.
Contingent Beneficiary: Jerome Allen Weber

Amount or Item: 5 Acres
Primary Beneficiary: Janene Snider
This amount or item shall be distributed upon the death of Marsha J. Weber.
Contingent Beneficiary: Jerome Allen Weber

Amount or Item: Marsha Webers Wedding Ring
Primary Beneficiary: Emily Thompson
This amount or item shall be distributed upon the death of the Surviving Grantor.

Contingent Beneficiary: Jerome Allen Weber

VI. DISTRIBUTION OF RESIDUARY TRUST ASSETS UPON THE SURVIVING GRANTOR'S DEATH. Upon the death of the second of the Grantors to die (the "Surviving Grantor"), the residuary assets of this Trust shall be distributed to the Grantors' children in equal shares.

If a child does not survive the Surviving Grantor, such deceased child's share shall be distributed in equal shares to the children of such deceased child who so survive, by right of representation. If a child does not survive the Surviving Grantor and has no children who so survive, such deceased child's share shall be distributed in equal shares to the Grantors' other children, if any, or to their respective children by right of representation. If no child of the Grantors survives the Surviving Grantor, and if none of the Grantors' deceased children are survived by children, the residuary assets of this Trust shall be distributed to Joshua Jason Chapman of Port Angeles, Washington.

If such beneficiary does not survive the Surviving Grantor, the residuary assets shall be distributed to (or retained by) the following beneficiaries in the percentages as shown:

100.00% - Janene Snider of Boise, Idaho. If this person or organization does not survive the Grantors or is not in existence, this share shall be distributed proportionately to the other distributee(s) listed under this provision.

VII. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone:

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and reinvest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received under the Will of a Grantor or any other person.

C. 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 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.

D. 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.

E. 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.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. 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.

I. 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.

J. Distribute Property. To make division or distribution in money or kind, or partly in either, including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

K. Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds, or other properties of the Trust.

M. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

N. Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

VIII. ADDITIONAL TRUSTEE PROVISIONS. These additional provisions shall apply regarding the Trustee.

A. Grantor(s) as Trustee. If at any time the Grantors or either of them shall be acting as Trustee, such Grantor(s)/Trustee may appoint a successor trustee, to become effective

immediately or upon any stated contingency, by making such designation in writing. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

B. Successor Trustee. If at any time no Trustee can serve because of disability (as previously defined), death, or other reason, C James Ackerman, of Boise, Idaho, is designated as the successor Trustee. Such designee shall become the successor Trustee upon acceptance of the terms and conditions of this Agreement.

C. Resignation of Trustee. Any Trustee may resign by giving written notice to the beneficiaries to whom income could then be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed to by the income beneficiaries.

D. Adult Beneficiary Rights. If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

E. Accounting. The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least a(n) quarterly basis. If a beneficiary has a "disability", the Trustee shall provide the accounting to a guardian or conservator, if any.

F. Bond. No bond shall be required of any Trustee.

IX. RIGHT TO DIRECT INVESTMENTS. At any time that the Trust has investments, and provided that a Grantor does not have a "disability", such Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

X. REVOCATION OR AMENDMENT. Either Grantor may revoke at any time and/or the Grantors may jointly amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by that Grantor. If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantors, or either of them, for the purpose of withdrawing assets from the Trust.

XI. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.

XII. PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the

death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Surviving Grantor.

XIII. SEVERABILITY. If any portion of this Agreement 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 Agreement 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.

XIV. MISCELLANEOUS PROVISIONS.

A. Paragraph Titles and Gender. The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.

B. Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate or any trust estate, and my estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions as the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith.

C. Children. The name of the Grantors' child is C. James Ackerman.

All references in this Trust to "the Grantors' child" or "the Grantors' children" include the above child (or children) and any other children born to or adopted by the Grantors after the signing of this Trust.

Jerome Allen Weber
Signature: Jerome Allen Weber, Grantor 1

Marsha J. Weber
Signature: Marsha J. Weber, Grantor 2

Jerome Allen Weber
Signature: Jerome Allen Weber, Co-Trustee 1

Marsha J. Weber
Signature: Marsha J. Weber, Co-Trustee 2

STATE OF IDAHO

COUNTY OF GEM

On this 30 day of November, 192000, before me,
CATERYL LEE, personally appeared Jerome Allen Weber and Marsha J. Weber, 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 Grantors for the purposes therein contained.

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

Cateryl Lee
Notary Public

NOTARY Public FOR IDAHO
Title (and Rank)
My commission expires 2-01-03

Notary Address: PO Box 96
SWEET, ID 83670

WARRANTY DEED

For Value Received LORNA VAHLBERG BIGGERS and MELVIN BIGGERS,
wife and husband

the grantor S, do hereby grant, bargain, sell and convey unto

JEROME ALLEN WEBER and MARSHA J. WEBER, husband and wife,

the grantee S, whose current address is : Rt. 1, Sweet, Idaho

the following described premises, in Gem County Idaho, to-wit:

A tract of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, Twp. 8 N., R. 1 E., B.M.,
Gem County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of Section 26, T. 8 N., R. 1
E., B.M., which is located in the center of an existing county
road, called Brownlee-Liberty Road; thence

Northerly along the County Road, 215 feet to a point; thence

East 990 feet, to an iron pin; thence

South 208 feet, to the South line of said Section 26; thence

West along said section line, 1112 feet to the point of beginning.

Including all water and ditch rights appurtenant thereto or used in
connection therewith, and including any easements or rights of ways
appurtenant to or used for the benefit of said described premises.

Subject to easements, rights of ways, reservations and exceptions, if
any, and the right of way for County Road mentioned above.

Said property is being conveyed "as is", under existing boundary fences,
if any, after reasonable inspection by the grantee, and grantor does not
make any representations or warranties as to the qualifications or suitability
of said land or premises for water or electrical power or as to said land
or improvements meeting any Federal, State or local laws, rules or regulations
pertaining to zoning, building, subdividing, platting, surveys, planning
and use, health, ecology, drainage, irrigation, water quality, sewage or
disposal systems. Seller makes no warranties as to surveys, boundaries or
any matter mentioned in this paragraph. There are no warranties, express
or implied, as to merchantability, in a general sense or for a particular
purpose, except as herein contained in writing, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S,
their heirs and assigns forever. And the said Grantors do hereby covenant to and



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 12, 2020

C JAMES ACKERMAN
3848 W QUAIL HEIGHTS CT
BOISE ID 83703-3866

Re: Change in Ownership for Water Right No: 65-438

Dear Water Right Holder:

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

Upon review of the documentation you submitted, the Department found that the water right does not need to be split. It has been changed to your ownership in its entirety, and a refund of \$75 has been requested and will be mailed to Christopher Ackerman under separate cover from the Idaho State Controller's Office.

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 our office at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure

Evans, Lynne

From: Evans, Lynne
Sent: Wednesday, August 12, 2020 4:27 PM
To: IdwrPayable
Subject: Refund Request - Ackerman

TO: Sascha Marston, Treva Pline

FROM: Lynne Evans

DATE: August 12, 2020

RE: *Refund: Change in Water Right Ownership*

Please refund \$75. C. James Ackerman submitted a fee for a split change in ownership, but the water right did not need to be split.

Please issue a refund of \$75 to:

CHRISTOPHER ACKERMAN
3848 W QUAIL HEIGHTS CT
BOISE ID 83703-3866

RECEIPT #

W048451

Lynne Evans | Office Specialist II
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | lynne.evans@idwr.idaho.gov