

RECEIVED

NOV 28 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
98-7846	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: SHEM JOHNSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JASPER RILEY JOHNSON
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 108 RILEY DR. BONNERS FERRY ID 83805
Mailing address City State Zip
- 208-627-6808 riley@slunder.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: 98-07846
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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] 11-18-22
Signature of new owner/claimant Title, if applicable Date
J. Riley Johnson
Print name

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

Print name

For IDWR Office Use Only:

Received by ja Date 11-28-22 Receipt No. N041916 Receipt Amt. 2500
 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 _____ Approved by _____ Processed by NS Date 11/28/22

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 98-07846

Priority: July 07, 2005

Maximum Diversion Volume: 10.0 AF

It is hereby certified that SHEM JOHNSON
PO BOX 1952
BONNERS FERRY ID 83805 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated July 07, 2005; and has
submitted Proof of Beneficial Use on September 19, 2006. An examination confirms water is diverted
from:

SOURCE

UNNAMED STREAM

Tributary: KOOTENAI RIVER

and a water right has been established as follows:

BENEFICIAL USE

RECREATION STORAGE

PERIOD OF USE

01/01 to 12/31

**ANNUAL
DIVERSION VOLUME**

10.0 AF

LOCATION OF POINT(S) OF DIVERSION:

UNNAMED STREAM SW1/4NE1/4 Sec. 6, Twp 64N, Rge 01E, B.M. BOUNDARY County

PLACE OF USE: RECREATION STORAGE

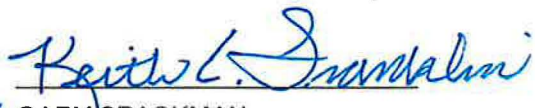
Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
64N	01E	6				X													

CONDITIONS OF APPROVAL

1. Recreation storage use is for boating, fishing and swimming.
2. Right 98-7846 authorize the diversion of an annual total of 10 acre-feet to be used for the initial filling of the pond and for the replacement of losses caused by seepage and evaporation.
3. The pond established by the storage of water under this right shall not exceed a total capacity of 5.5 acre-feet.
4. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 9 day of July, 2013.


For, GARY SPACKMAN
Director

① 617286



STATE OF IDAHO
County of Boundary

Filed by: Alliance Title - Bonners Ferry Office
on 08/05/2022 at 09:09 AM

Glenda Poston
County Recorder *C. Grainger*
By Deputy

Fees: \$ 15.00
E-Recording
Recording Number: 292139

WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 617286

FOR VALUE RECEIVED

Shem Johnson, and Leona Johnson, husband and wife, who took title as Shem Johnson, a married man as his sole and separate property

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

Jasper Riley Johnson, a married man as his sole and separate property

whose current address is

3923
~~3932~~ Hwy 1
Bonners Ferry, ID 83805

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

See attached Exhibit 'A'

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: 8/3/2022

Shem Johnson
Shem Johnson

Leona Johnson
Leona Johnson

State of Idaho } ss
County of Boundary }

On this 3rd day of August, 2022, before me,
Rebecca L. Bradley, a Notary Public in and for said state, personally appeared
Shem Johnson and Leona Johnson, known or identified to me to be the person(s) whose
name(s) is/are subscribed to the within Instrument.

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

Rebecca L. Bradley
Rebecca L. Bradley
Notary Public for the State of Idaho
Residing at: Bonners Ferry
Commission Expires: 09/30/2025

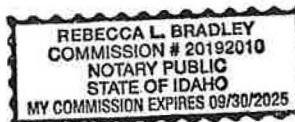


EXHIBIT "A"

617286

A tract of land situated in the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Six (6), Township Sixty-four (64) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, being a portion of that parcel described in Instrument No. 273150; more particularly described as follows:

BEGINNING at the intersection of the south line of said S1/2 NE1/4 and the easterly right of way of State Highway No. 1, which is S 89°41'55" E, 561.55 feet from the southwest corner of the S1/2 NE1/4 and is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, leaving said south line and along said right of way N 18°50'03" W, 746.75 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence, continuing along said right of way N 18°50'03" W, 21.19 feet; thence, leaving said right of way S 89°33'31" E, 726.00 feet; thence S 00°07'02" W, 20.00 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence, continuing S 00°07'02" W, 703.74 feet to the intersection with the south line of the S1/2 NE1/4 which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, along said south line N 89°41'55" W, 476.60 feet to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH an easement for access and utilities being Forty (40) feet in width and lying Twenty (20) feet on each side of the following described centerline:

Commencing at the intersection of the north line of said S1/2 NE1/4 and the easterly right of way of State Highway No. 1 which is S 89°33'31" E, 109.65 feet from the northwest corner of the S1/2 NE1/4; thence, leaving said north line and along said right of way S 18°50'03" E, 623.52 feet to the TRUE POINT OF BEGINNING; thence, leaving said right of way and along the north line of the above described tract S 89°33'31" E, 726.00 feet to the northeast corner of the above described tract and the terminus of this easement, with the sidelines extended or shortened to intersect adjacent boundaries.

② 617286



STATE OF IDAHO }
County of Boundary }

Filed by: Alliance Title - Bonners Ferry Office
on 08/05/2022 at 09:09 AM

Glenda Poston
County Recorder *G. Poston*
By Deputy

Fees: \$ 15.00
E-Recording
Recording Number: 292140

QUITCLAIM DEED

Alliance Title & Escrow, LLC ORDER NO.: 617286

FOR VALUE RECEIVED,

Mary Jane Roundy, spouse of Jasper Riley Johnson

do(es) hereby convey, release, remise and forever quitclaim unto

Jasper Riley Johnson, a married man as his sole and separate property

whose current address is: 3932 Hwy 1, Bonners Ferry, ID 83805

the following described premises:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

^{4 (28)}
Dated: August 4, 2022

Mary Jane Roundy
Mary Jane Roundy

State of Idaho } ss
County of Boundary }

On this 4th day of August, 2022, before me, Rebecca L Bradley, a Notary Public in and for said state, personally appeared Mary Jane Roundy, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Rebecca L Bradley
Rebecca L Bradley
Notary Public for the State of Idaho
Residing at: Bonners Ferry
Commission Expires: 09/30/2025

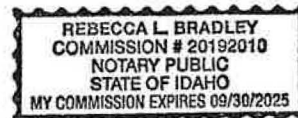


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③ 617286

STATE OF IDAHO
County of Boundary,

Filed by: Alliance Title - Bonners Ferry Office
on 08/05/2022 at 09:09 AM

Glenda Poston

County Recorder

By Deputy

Fees: \$ 45.00

E-Recording

Recording Number: 292141

After recording please return to:

Alliance Title & Escrow, LLC
Bonners Ferry, ID

Order No. 617286

DEED OF TRUST

THIS DEED OF TRUST, Made this 08/05/2022 BETWEEN Jasper Riley Johnson, a married man as his sole and separate property herein called GRANTOR, whose address is: 3932 Hwy 1, Bonners Ferry, ID 83805 AND Alliance Title & Escrow, LLC, herein called TRUSTEE, AND Shem Johnson, a married man as his sole and separate property, herein called BENEFICIARY, whose address is 936 Curless Rd., Bonners Ferry, ID 83805. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Boundary, State of Idaho, described as follows and containing not more than eighty acres:

See attached Exhibit 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

If all or any part of the property described herein, or an interest therein is sold, transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable. If the Beneficiary shall waive the option to accelerate as provided by accepting in writing an assumption agreement of the successor in interest, Beneficiary shall then release Grantor under this Deed of Trust and Note.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$300,000.00, with final payment due: 08/05/2032 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor

shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder of invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof.

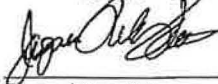
In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein,

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the

Grantor at his address hereinbefore set forth.



Jasper Riley Johnson



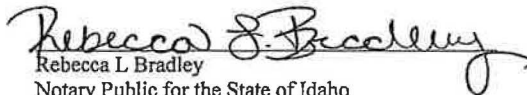
Mary Jane Roundy

SHALL HAVE NO PERSONAL LIABILITY OR OBLIGATIONS
HEREIN OR SECURED HEREBY, AND EXECUTES THIS INSTRUMENT
ONLY TO SUBORDINATE ANY INTEREST SHE MAY ACQUIRE, INCLUDING
WITHOUT RESERVATION, HER HOMESTEAD RIGHT TO THIS DEED OF TRUST.

State of Idaho } ss
County of Boundary }

On this 4th day of August, 2022, before me, Rebecca L Bradley, a Notary Public in and for said state, personally appeared Jasper Riley Johnson and Mary Jane A Roundy, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.

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



Rebecca L Bradley

Notary Public for the State of Idaho

Residing at: Bonners Ferry

Commission Expires: 09/30/2025



EXHIBIT "A"

617286

A tract of land situated in the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Six (6), Township Sixty-four (64) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, being a portion of that parcel described in Instrument No. 273150; more particularly described as follows:

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Water Right License
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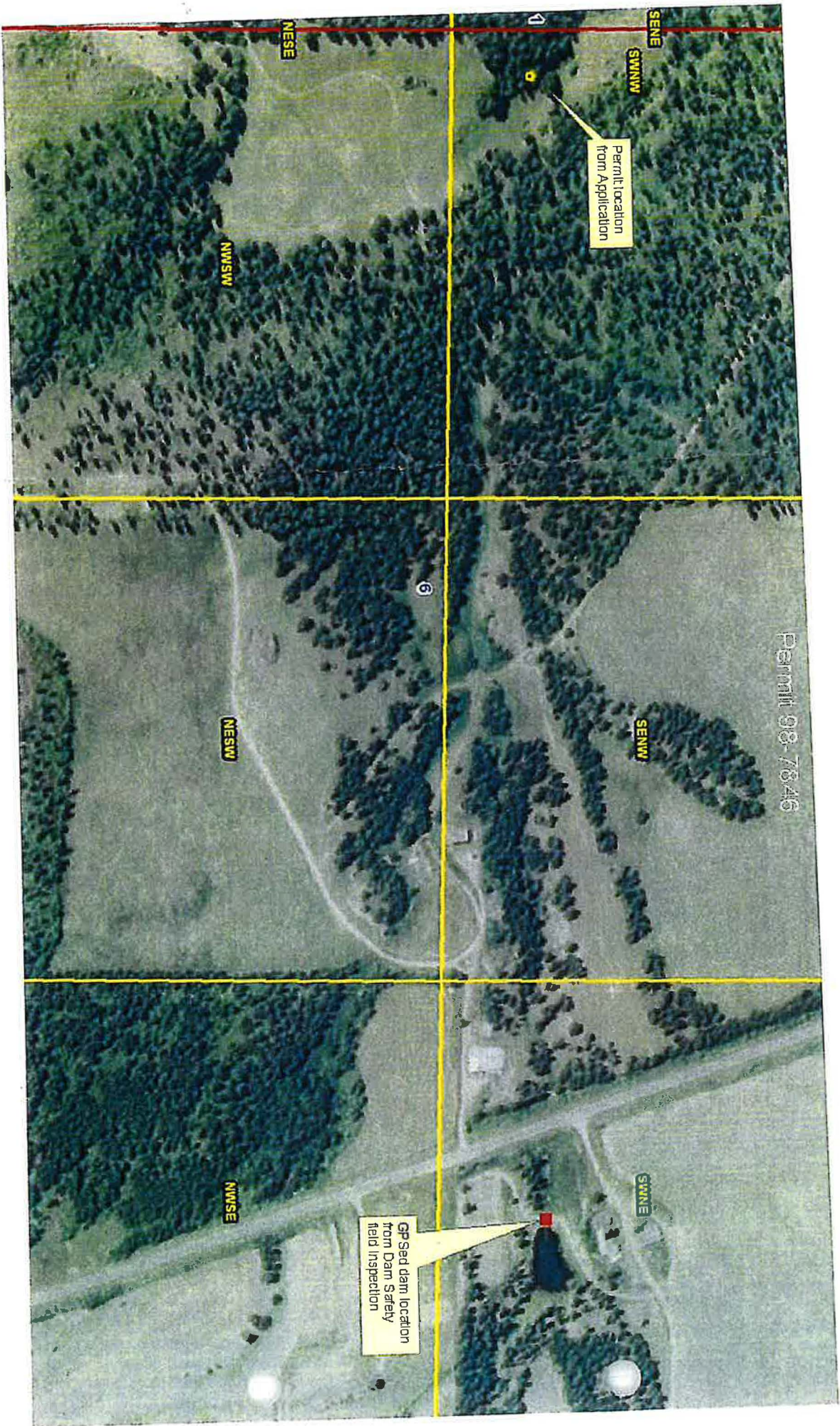
01E

64N



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.01 0.02 0.04 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 28, 2022

JASPER RILEY JOHNSON
108 RILEY DR
BONNERS FERRY ID 83805-6252

Re: Change in Ownership for Water Right No(s): 98-7846

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)