

RECEIVED

JUL 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?
95-18047	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: Titsch

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Morgan Sierra Richards Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or1345 E. Lacey AveHaydenID83835

Mailing address

City

State

Zip

208-661-4779

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: _____
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):
- 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: The Morgan Sierra Richards Trust Jay E Richards 7/28/22
- Signature of new owner/claimant Title, if applicable Date
- Jay E Richards Trustee
- Print name

Signature: _____

Signature of new owner/claimant Title, if applicable Date

Print name

For IDWR Office Use Only:

Received by NS Date 7-28-22 Receipt No. N040645 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 5/25/23



LAKE CITY LAW

**THE MORGAN SIERRA
RICHARDS TRUST**

Established October 18, 2019

TABLE OF CONTENTS

	Page
ARTICLE I. Property in Trust	1
1. Initial Trust Funding	1
2. Trust Estate	1
3. Additions to Trust	1
4. Name of Trust	1
ARTICLE II. Irrevocable Trust	1
1. Power to Amend or Revoke	1
ARTICLE III. Distributions	1
1. Beneficiary	1
2. Distribution Guidelines	1
3. Payment of Expenses	3
4. Guidelines-No Other Source	3
ARTICLE IV. Rights, Powers and Duties of the Trustee	3
1. In General	3
2. Exculpatory Clause-All Trustees	4
3. Purpose	4
4. Trust Estate	4
5. Determination of Income and Principal	4
6. Books and Records	4
7. Compensation	5
8. Distributions	5
9. Applicable Law and Trust Situs	5
10. No Court Supervision	5
ARTICLE V. Trustees	5
1. Appointment of Initial and Successor Trustees	5
2. Rights and Powers of Any Successor Trustee	5
3. Authority to Bind Trust	6
ARTICLE VI. Miscellaneous	6
1. Spendthrift Trust Provision	6
2. Perpetuities and Alienation	6
3. Captions	6
ARTICLE VII. Termination of Trust	6
1. Beneficiary of Age	6
2. Death of Beneficiary	6
CONSENT TO APPOINTMENT	8
SCHEDULE "A"	9

MORGAN SIERRA RICHARDS TRUST

ON THIS 18th day of OCTOBER, 2019, JOY E. RICHARDS as GRANTOR does hereby establish this Trust on behalf of MORGAN SIERRA RICHARDS, a single woman (hereinafter referred to as "beneficiary" or "MORGAN"), and JOY E. RICHARDS whose address is 1345 Lacey Ave., Hayden, ID 83835 as TRUSTEE of the MORGAN SIERRA RICHARDS TRUST.

ARTICLE I. Property in Trust

1. **Initial Trust Funding.** This Trust shall be funded initially with the assets described in Schedule "A" attached hereto which shall be payable directly to the Trustee, to be held herein on behalf of MORGAN. Any property acquired by the Trust must be titled solely in the name of the Trust.

2. **Trust Estate.** The above-described property and such other property as the Grantor may later elect or convey to said Trust, shall constitute the Trust Estate and be subject to the terms and conditions herein. Said Trust Estate shall be held, administered and distributed by the Trustee as hereinafter provided.

3. **Additions to Trust.** With the consent of the Trustee, any person may from time to time, by conveyance, assignment, transfer, will, or otherwise, add property of any kind to the Trust Estate, or any part thereof. Such property shall thereupon be subject to all terms and provisions herein. Any property acquired by the Trust must be titled solely in the name of the Trust.

4. **Name of Trust.** This Trust Agreement shall be known and referred to as the MORGAN SIERRA RICHARDS TRUST, dated OCTOBER 18, 2019 ("Trust").

ARTICLE II. IRREVOCABLE Trust

1. **Power to Amend or Revoke.** The GRANTOR declares this Trust to be IRREVOCABLE.

ARTICLE III. Distributions

1. **Beneficiary.** The Primary Beneficiary of this Trust is MORGAN SIERRA RICHARDS.

2. **Distribution Guidelines.**

(a) The Trustee shall hold, manage and control the property comprising the Trust Estate; shall collect the income therefrom, and out of the same shall pay all taxes and other

incidental expenses of the Trust, and shall hold and distribute the Trust Estate and the income therefrom, as hereinafter provided:

(b) The Trustee may pay to or for the benefit of MORGAN SIERRA RICHARDS, so much or all of the income and principal of her Trust as the Trustee deems necessary or advisable from time to time for her health, support, maintenance in reasonable comfort, education (including vocational and postgraduate) and best interests, considering her income and resources from all sources known to the Trustee. In addition, the Trustee may pay to her such sums from the principal of her share as the Trustee deems necessary or advisable to enable her to enter into or remain in a business, vacation or profession in which the Trustee believes she will have a reasonable prospects of success, to assist her in acquiring or furnishing a home or for any similar purpose which the Trustee considers to be in her best interests. Any income not so paid to MORGAN or for her benefit shall be added to principal. No decision made in good faith by a Trustee to withhold or limit a distribution may be challenged by a beneficiary.

(c) If MORGAN SIERRA RICHARDS dies before receiving the Trust estate in full, then upon her death the Trust estate shall be held in Trust hereunder or distributed to or in Trust for such appointee or appointees (including her estate), with such powers and in such manner and proportions as she may appoint in her will making specific reference to this power of appointment.

(d) Upon MORGAN reaching the age of thirty five (35) years, the Trustee shall distribute one half (1/2) of the principal and accumulated income in their possession and control to MORGAN the same to be her sole and separate property. Upon MORGAN reaching the age of forty five (45) years, the Trust shall terminate and the Trustee shall make final distribution of the then remaining principal and accumulated income in their possession and control, to MORGAN, the same to be her sole and separate property.

(e) Upon the death of MORGAN any part of the Trust estate not effectively appointed shall be distributed by right of representation to her then living descendants, or if non, then by right of representation to the then living descendants of JOHN M. RICHARDS, all subject to postponement of possession as provided in Paragraph (f) below, except that each portion otherwise distributable to a beneficiary for whom a Trust is then held hereunder shall be added to that Trust and each portion distributable to JOHN SMITH RICHARDS or DAVID JAMES RICHARDS shall be distributed to them outright.

(f) Except as provided above for MORGAN SIERRA RICHARDS, each share of the trust estate which is distributable to a beneficiary who has not reached the age of forty five (45) years, shall immediately vest in the beneficiary, but the Trustee shall retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the Trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, adding to principal and any income not so paid (except that after the beneficiary has reached the age of 21 years, the Trustee shall pay to him or her all the income from the share in convenient installments, at least quarterly). In addition, the Trustee may pay to the beneficiary such sums from the principal of his or her share as the trustee deems necessary or

advisable to enable him or her to enter into or remain in a business, vocation or profession in which the Trustee believes he or she will have reasonable prospects of success, to assist the beneficiary in acquiring or furnishing a home or for any similar purpose which the Trustee considers to be in his or her best interests. Any income not so paid to the beneficiary or for his or her benefit shall be added to principal. No decision made in good faith by a Trustee to withhold or limit a distribution may be challenged by a beneficiary. The Trustee shall distribute one-half (1/2) in value of the principal of the share to the beneficiary if he or she has then reached the age of thirty five (35) years and the balance to the beneficiary when he or she reaches the age of forty five (45) years or to the estate of the beneficiary if he or she dies before receiving the share in full.

(g) Neither the principal nor the income of the Trust herein created shall be liable for the debts of the beneficiary, nor shall the same be subject to seizure by any creditor of the beneficiary under a Writ or other proceedings at law or in equity, bankruptcy proceedings, or other legal process. The beneficiary shall not have the right or power to sell, assign, transfer, encumber or in any way to anticipate disposition of his interest in the Trust Estate or the income produced thereby.

(h) In exercising the discretionary authority with respect to the payment of net income or principal of the Trust, the Trustee shall take into consideration to the extent the Trustee deems advisable, any income or other means available to the beneficiary for support, maintenance, health and education from sources outside of this Trust that may be known to the Trustee; and the determination of the Trustee with respect to the necessity for and the amounts of any payments from net income or principal to be made to or for the benefit of the beneficiary as hereinabove provided, shall be conclusive upon all persons, howsoever interested in this Trust.

3. **Payment of Expenses.** The Trustee shall pay from the income or principal of the Trust Estate or partly from each, in its discretion, all expenses incurred in the administration of this Trust and in the protection of the Trust against legal Attack, including counsel fees. The Trustee shall be allowed to employ such agents and attorneys as are reasonably necessary in protecting and managing the Trust estate, using care in his or her selection and compensation. Such expenses shall constitute a first lien on the Trust Estate.

4. **Guidelines - No Other Source.** In making distributions, the Trustee shall not consider any other income or resources of the beneficiary.

ARTICLE IV.

Rights, Powers and Duties of the Trustee

1. In General.

(a) From the time of the creation of the Trust Estate until final distribution of the assets of the Trust, the Trustee shall have the power to perform, without court authorization, every act which a prudent person would perform for the purposes of the Trust. The Trustee shall have and may exercise all rights and powers now given to trustees generally under the laws of the State of Idaho (which laws are incorporated herein by this reference) and all further and broader rights and powers which may hereafter be given to trustees generally under any

subsequent laws of this state. No subsequent repeal or amendment of any such laws shall diminish or restrict the Trustee's rights and powers hereunder. No enumeration of specific rights and powers below shall be deemed in any manner to restrict or diminish the general rights and powers of the Trustees, but shall be deemed to be in addition thereto.

(b) The Trustee shall have the same general powers that an individual being the absolute owner of real and personal property possesses, not inconsistent with the purposes and declarations of this Trust. The Trustee is authorized to retain in Trust in the same form as that which is received, assets of any kind and to continue the ownership thereof as Trustee for such time as it appears to be in the best interest of and to the advantage of the Trust Estate.

2. **Exculpatory Clause - All Trustees.** No Trustee shall be liable to any person interested in this Trust for any act or default unless it results from the Trustee's bad faith, willful misconduct, or gross negligence.

3. **Purpose.** The Trustee is to carry out the purposes of the Trust created under this Trust Agreement, and subject to any limitations stated elsewhere herein, is vested with all the powers and authority as set forth in the Uniform Trustee's Powers Act, being Chapter 1, Title 68, Idaho Code, as now in effect or as may be hereafter amended.

4. **Trust Estate.**

(a) The Trustee is authorized and empowered to hold and retain in the Trust Estate any stock or other securities acquired, and is authorized and empowered to exercise any rights issued to the Trustee by reason of their ownership thereof, and to hold and retain the same in the Trust Estate as acquired.

(b) The Trustee shall manage the Trust Estate, may sell, exchange, lease for terms either within or beyond the duration of the Trust, lend, relend, invest and reinvest the Trust Estate, or any part thereof, in any kind of property which men of prudence, discretion and intelligence exercise for their own account, specifically including, but not by way of limitation, the acquisition of corporate obligations of every kind, including preferred and common stock.

5. **Determination of Income and Principal.** The Trustee in his or her absolute discretion may determine in accordance with the Idaho law all questions as to what is income and what is principal in the administration of any trust created herein, and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is consistent with said accounting principles. The Trustee's judgment thereon shall bind everyone beneficially interested hereunder. The Trustee shall have the power to rely with acquittance upon advice of counsel on any questions of law.

6. **Books and Records.** The Trustee shall at all times hold the Trustee's books and records open and subject to inspection by any beneficiary then entitled to receive any income or principal under any trust created herein or by the attorney, power of attorney, or other legal representative of such beneficiary. However, the Trustee shall be and is hereby relieved from any and all duties insofar as is imposed by the laws of the State of Idaho or any other state with

respect to giving a bond or making or filing with any court or person any report, inventory or account of the income or principal of any trust created herein.

7. **Compensation.** The Trustee may be paid a reasonable compensation out of the Trust estate for the Trustee's services. Such compensation shall constitute a first lien on the Trust Estate. Proper expenditures made or incurred by the Trustee in administering the Trust estate shall be repaid and allowed to the Trustee out of the Trust estate.

8. **Distributions.** The Trustee or Successor Trustee may distribute the Trust estate in kind or in cash, or partly in kind and partly in cash, and, in the Trustee's discretion, may allocate particular assets or portions thereof or undivided interests therein to the beneficiary hereunder as the Trustee shall deem to be for the best interests of the beneficiary. The decision of the Trustee shall be final and binding upon all parties in interest. The Trustee shall distribute cash, to be used for the Grantor's expenses, at the discretion of the Trustee.

9. **Applicable Law and Trust Situs.** The situs of this Trust is and shall always remain in the State of Idaho. The Trust created herein shall be construed in accordance with and is governed by Idaho State law as it exists at the time an issue must be resolved or a provision construed.

10. **No Court Supervision.** The powers and authorities herein granted the Trustee(s) shall be exercised and performed without order, approval, or confirmation of any Court, and said Trustee(s) shall not be required to file with any Court any notice of appointment as Trustee(s), nor a copy of the instrument creating this Trust, nor shall the Trustee(s) be required to file any intermediate, final, or distribution accounting with any Court, nor to furnish bond. Nothing contained herein, however, shall alleviate the duty to register this Trust in any manner required by law.

ARTICLE V. Trustees

1. **Appointment of Initial and Successor Trustees.** **JOY E. RICHARDS** is hereby named as the initial Trustee of the MORGAN SIERRA RICHARDS TRUST.

a. In case of the death, resignation, refusal or inability to act or incapacity of **JOY E. RICHARDS**, then in such event **PETER CHARLES ERBLAND** shall serve as Successor Trustee. In case of the death, resignation, refusal or inability to act or incapacity of **PETER CHARLES ERBLAND**, then **KELLY RAE RICHARDS** shall serve as sole Successor Trustee. In case of the death, resignation, refusal or inability to act or incapacity of **KELLY RAE RICHARDS**, then **WASHINGTON TRUST BANK** (or any successor to it from time to time serving) shall serve as sole Successor Trustee.

2. **Rights and Powers of Any Successor Trustee.** Any successor Trustee shall succeed as Trustee hereunder with the same effect as though originally named as such. All authority and powers, including discretionary powers, conferred upon the original named Trustee shall pass to the successor Trustee. The successor Trustee in accepting the accounts of any former Trustee shall not be obligated in any way to make an independent study of the accounts,

actions or omissions of said former Trustee. The successor Trustee shall never be held accountable for any act or omission of any former Trustee.

3. **Authority to Bind Trust.** The Trustee's signature is required at any time to execute any document on behalf of the Trust.

ARTICLE VI. **Miscellaneous**

1. **Spendthrift Trust Provision.** No money or other property (either principal or income) payable or distributable under the provisions of this Agreement or any trust created hereunder shall be pledged, assigned, transferred or sold, or in any manner anticipated, charged or encumbered, by the beneficiary hereunder, or be in any manner liable in the possession of the Trustee for the debts, contracts, obligations or engagements of such beneficiary, voluntarily or involuntarily, or for any claims, legal or equitable, against the beneficiary, including claims for alimony or for the support of any child. Nor shall the same be subject to seizure by any creditor of the beneficiary under any writ or proceeding at law or in equity, nor bankruptcy, nor any other legal process.

2. **Perpetuities and Alienation.** The absolute power of alienation of real property in the State of Idaho shall not be suspended by any provision of this Trust agreement for a period longer than the continuation of the lives of persons in being at its creation and TWENTY-FIVE (25) years thereafter. This Trust agreement shall be construed to eliminate or modify any provision violating the foregoing sentence, but in such a manner so that the provisions of this Trust agreement are carried out to the greatest extent possible.

3. **Captions.** The Table of Contents and captions are inserted for convenience only. They are neither a part of this Trust nor a limitation of the scope of any particular paragraph to which each refers.

ARTICLE VII. **Termination of Trust**

1. **Beneficiary of Age.** Upon MORGAN reaching the age of thirty five (35) years, the Trustee shall distribute one half (1/2) of the principal and accumulated income in their possession and control to MORGAN the same to be her sole and separate property. Upon MORGAN reaching the age of forty five (45) years, the Trust shall terminate and the Trustee shall make final distribution of the then remaining principal and accumulated income in their possession and control, to MORGAN, the same to be her sole and separate property.

2. **Death of Beneficiary.** Upon the death of MORGAN any part of the Trust estate not effectively appointed shall be distributed by right of representation to her then living descendants, or if non, then by right of representation to the then living descendants of JOHN M. RICHARDS, all subject to postponement of possession as provided in Article III, Paragraph 2.(f) above, except that each portion otherwise distributable to a beneficiary for whom a Trust is then held hereunder shall be added to that Trust and each portion distributable to JOHN SMITH RICHARDS or DAVID JAMES RICHARDS shall be distributed to them outright.

IN WITNESS WHEREOF, the GRANTOR has hereunto set her hand, and the TRUSTEE has caused this instrument to be duly executed, on the day, month and year first-above written.

GRANTOR:

Joy E. Richards
JOY E. RICHARDS

TRUSTEE:

Joy E. Richards
JOY E. RICHARDS

STATE OF IDAHO)
) ss
County of Kootenai)

On this 18 day of October in the year 2019, before me Fonda L. Jovick, personally appeared **JOY E. RICHARDS**, known or identified to me to be the person whose name is subscribed to the within instrument as GRANTOR and TRUSTEE of the **MORGAN SIERRA RICHARDS IRREVOCABLE TRUST** and acknowledged to me that she executed the same.



Fonda L. Jovick
Notary Public in and for the State of Idaho
Residing at Pathtown, Idaho
My Commission Expires: 6/2023

CONSENT TO APPOINTMENT

The undersigned hereby consents to the appointment as Trustee of this Trust and shall be bound by its terms and conditions.

Joy E. Richards
JOY E. RICHARDS

STATE OF IDAHO)
) ss
County of Kootenai)

I certify that I know or have satisfactory evidence that **JOY E. RICHARDS** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10 day of October, 2019.



Fondal Jovick
Print Name: Fondal L. Jovick
Notary Public in and for the State of Idaho
Residing at Porter, Idaho
My Commission Expires: 8/2023

SCHEDULE "A"

(PROPERTY TO BE TRANSFERRED INTO TRUST)

1.



File No. 416971 TGW

WARRANTY DEED

For Value Received

Robert Titsch, Trustee of The Titsch Family Trust, dated October 6, 2004

The Grantor, does hereby grant, bargain, sell and convey unto

Joy Richards, an unmarried woman

Address: 1345 East Lacey Ave. Hayden, ID 83835

The Grantee, the following described premises, in Kootenai County, Idaho, to wit:

Lot 1, Block 1, TITSCH 1ST ADDITION, according to the plat recorded in the office of the County Recorder in Book K of Plate at Page 418, records of Kootenai County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s): current taxes, levies, assessments, easements, reservations and rights of way and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2022

Titsch Family Trust dated October 6, 2004

By: Robert Titsch, Trustee

STATE OF IDAHO

COUNTY OF KOOTENAI

On this 29 of March, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Titsch, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Trustee, and acknowledged to me that he executed the same as such Trustee.

Notary Public for Idaho

Residing at Hayden

My Commission Expires: 11-28-24

TWILA G. WILCUT
Notary Public, State of Idaho
Commission Number 13605
My Commission Expires 11-28-2024



Escrow No. 416971TGW

QUITCLAIM DEED

FOR VALUE RECEIVED,

Joy Richards, an unmarried woman

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

Joy E. Richards, Trustee of the Morgan Sierra Richards Trust, dated October 18, 2019

whose current address is: 1345 E. Lacey Ave., Hayden, ID 83835

the following described premises, to-wit:

Lot 1, Block 1, TITSCH 1st ADDITION, according to the plat recorded in the office of the County Recorder in Book K of Plats at Page 415, records of Kootenai County, Idaho
418 ~~26~~

together with their appurtenances and including any and all after acquired title.

Date: June 30th, 2022

Re-Record Quit Claim Deed to correct the page number on legal description from 415 to 418.

Joy Richards
Joy Richards

Notary Acknowledgment

STATE OF Idaho

COUNTY OF Kootenai

) ss.

On this 30th day of June, in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

Joy Richards

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

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

[Signature]
Notary Public in and for said State

Residing at: Hayden, Post Falls, ID

Commission Expires: 05-10-2024

Individual Notary Acknowledgment

DEBORAH A. HISLOP
Notary Public - State of Idaho
Commission Number 31275
My Commission Expires 05-10-2024



COPY

Escrow No. 416971TGW

QUITCLAIM DEED

FOR VALUE RECEIVED,

Joy Richards, an unmarried woman

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

Joy E. Richards, Trustee of the Morgan Sierra Richards Trust, dated October 18, 2019

whose current address is: 1345 E. Lacey Ave., Hayden, ID 83835

the following described premises, to-wit:

Lot 1, Block 1, TITSCH 1st ADDITION, according to the plat recorded in the office of the County Recorder in Book K of Plats at Page 415, records of Kootenai County, Idaho

together with their appurtenances and including any and all after acquired title.

Date: June 30th, 2022

Joy Richards
Joy Richards

Notary Acknowledgment

STATE OF Idaho)
COUNTY OF Kootenai) ss.

On this 30th day of June, in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared
Joy Richards

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

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

[Signature]
Notary Public in and for said State
Residing at: Hayden
Commission Expires: 05-10-2024

Individual Notary Acknowledgment



No Demand Statement

June 30, 2022

Kootenai Title Company

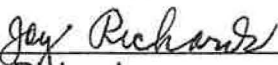
COPY

Attn: Twila

I/We hand you herewith an executed Quitclaim Deed to Joy E. Richards, Trustee of the Morgan Sierra Richards Trust, dated October 18, 2019, which you are hereby authorized and instructed to record, without demand on behalf of the undersigned. I/We have not relied on any legal advice from Kootenai Title Company nor its employees as to the execution and/or recording of said document(s). Further, I/we, the undersigned, hold Kootenai Title Company harmless for any loss and/or legal action for same.

Kootenai Title Company is hereby authorized to record this deed upon receipt.

Fees for recording the above mentioned document(s) shall be paid by the Grantee named therein.


Joy Richards



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

May 25, 2023

THE MORGAN SIERRA RICHARDS TRUST
1345 E LACEY AVE
HAYDEN ID 83835-9406

Re: Change in Ownership for Water Right No(s): 95-18047

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

Natalie Steading
Tech Records Specialist 1

Enclosure(s)