

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 19 2022

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPARTMENT OF
WATER RESOURCES

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. DOE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-4510	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: CASE CARLM JOANNE M

Name of current water right holder/claimant

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

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ orPO 431

Mailing address

208 469 1896

Telephone

CAMBRIDGE

City

ID

State

83610

Zip

RANDY'S HAMMERS VC@ME.COM

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 8-14-2018
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: Randy Koehler Title, if applicable: _____ Date: OCT 19 2022

Signature of new owner/claimant

Title, if applicable

Date

Print name

- Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by: CU Date: 10.19.22 For IDWR Office Use Only: Receipt No. C114352 Receipt Amt. \$25.00

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 dhDate 10/24/22

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OCT 27 2022



WARRANTY DEED

Order No.: 248428AM

FOR VALUE RECEIVED

Lisa Jarrett, Trustee under the Lisa Tears Olsen Revocable Living Trust, dated October 16, 2003, restated April 12, 2006

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

Collin Anne Bublavi Kocher and Randy Lee Kocher, a married couple

whose current address is:

PO Box 5486
Vacaville, CA 95696

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

Parcel I:

In Township 15 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

That portion of the NW1/4NW1/4 of Section 14 that lies North of the centerline of Cow Creek Road and being more particularly described as follows:

Beginning at the Northwest corner of said Section 14, Thence South 88°56'02" East 1318.17 feet to the Northeast corner of said NW1/4NW1/4 of Section 14, Thence South 00°22'59" West, along the East line of said NW1/4NW1/4 of Section 14, 1019.83 feet to a point on said centerline of Cow Creek Road, Thence along said centerline the following eleven consecutive courses:

- (1) North 68°38' West 98.80 feet;**
 - (2) North 49°44' West 88 feet;**
 - (3) North 40°21' West 163 feet;**
 - (4) North 59°17' West 134 feet;**
 - (5) North 76°33' West 285 feet;**
 - (6) North 71°36' West 134 feet;**
 - (7) North 73°20' West 109 feet;**
 - (8) North 81°30' West 93 feet;**
 - (9) South 87°06' West 61 feet;**
 - (10) South 74°51' West 61 feet;**
 - (11) South 66°42' West 237 feet, more or less, to a point on the West line of said Section 14;**
- Thence North 00°33'25" East 718.00 feet to the Point of Beginning.**

EXCEPTING THEREFROM the following described parcel: Commencing at the Northwest corner of Section 14, T.15N., R.3W., B.M.;
Thence South 88°56'02" East, along the North line of said Section 14, 910 feet;
Thence South 500 feet to the True Point of Beginning;
Thence East a distance of 170 feet;
Thence South a distance of 250 feet;
Thence West a distance of 170 feet;
Thence North a distance of 250 feet to the True Point of Beginning.

Parcel II:

In Township 15 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 11: S1/2SW1/4SW1/4.

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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: August 14, 2018

The Lisa Tears Olsen Revocable Living Trust, dated October 16, 2003, restated on April 12, 2006..

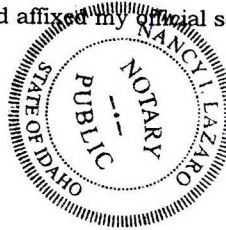
Lisa Jarrett, Trustee
By: Lisa Jarrett, Trustee

State of Idaho ss.
County of Washington

On this 20 day of August, 2018, before me, Nancy Lazara a Notary Public in and for said state, personally appeared Lisa Jarrett known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Lisa Tears Olsen Revocable Living Trust, dated October 16, 2003, restated April 12, 2006, and acknowledged to me that he/she/they executed the same as Trustee.

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

Nancy Lazara
Notary Public for the State of Idaho
Residing at: Waterbury, Idaho
Commission Expires: 10/9/19



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OCT 27 2022



Instrument # 233254
STATE OF IDAHO, COUNTY OF WASHINGTON
2017-05-19 10:43:09 AM No. of Pages: 4
Recorded for: AMERITITLE - WEISER
BETTY J. THOMAS Fee: \$19.00
Ex-Officio Recorder Deputy MMConnell
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 166251AM

FOR VALUE RECEIVED

Shelly Werner, as her separate estate and Veronika Leone Riedel aka Leone Riedel, a widow

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

Lisa Jarrett Trustee of the Lisa Tears Olsen Revocable Living Trust, dated October 16, 2003, restated on April 12, 2006..

whose current address is:

PO Box 310
Paulden, AZ 86334

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

In Township 15 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 11: S1/2SW1/4SW1/4.

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.

Building Permit to be transferred with property to the buyer.

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OCT 27 2022

Dated: May 17, 2017

233254

Shelly Werner
Shelly Werner

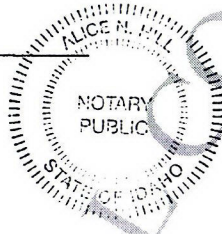
Veronika Leone Riedel

State of Idaho } ss
County of Nez Perce }

On this 17th day of May, 2017, before me, Alice N. Hill a Notary Public in and for said state, personally appeared Shelly Werner, 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 same.

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

Alice N. Hill
Notary Public for the State of Idaho
Residing at: Lewiston ID
Commission Expires: 02-17-22



State of _____ } ss
County of _____ }

On this _____ day of May, 2017, before me, _____ a Notary Public in and for said state, personally appeared Veronika Leone Riedel, 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 same.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

Instrument Detail Information

[Back to List](#)

Instrument#: 236590

Old Instrument#:

Pages: 2

Instrument Date: 8/21/2018

Transaction Type: 200 DEED

Received From: AmeriTitle - Cascade

Sec/Twn/Rng/Qtr: 14 / 15N / 3W / NW

Description: WARRANTY DEED

Images

Image Date
8/21/2018

[View Image](#)

MIKE CASE

Grantors / Grantees

Name	Type
JARRETT, LISA TRUSTEE	R - Grantor
OLSEN, LISA TEARS REVOCABLE LIVING TRUST	R - Grantor
KOCHER, COLLIN ANNE BUBLAVI	E - Grantee
KOCHER, RANDY LEE	E - Grantee

[Back to List](#)

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CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On MAY 14, 2017 before me, ALLAN A. SASSOON, Notary Public

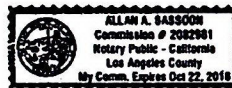
personally appeared VERONIKA L. RIEDEL
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public



Notary Seal

Description Of Attached Document

Title WARRANTY Deed

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OCT 27 2022

Dated: May 16th, 2017

Shelly Werner

Veronika Leone Riedel
Veronika Leone Riedel

See Attached California Notary
Acknowledgement or Jurat

State of _____ } ss
County of _____ }

On this _____ day of May, 2017, before me, _____ a Notary Public in and for said state, personally appeared Veronika Leone Riedel, 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 same.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

State of _____ } ss
County of _____ }

On this _____ day of May, 2017, before me, _____ a Notary Public in and for said state, personally appeared **Veronika Leone Riedel**, 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 same.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

Amount: \$322,000.00
Dated: August 14, 2018
Trustor/Grantor: Collin Anne Bublaví Kocher and Randy Lee Kocher
Trustee: AmeriTitle
Beneficiary: Banner Bank
Recorded: August 21, 2018
Instrument No.: 236591

END OF SCHEDULE B

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OCT 27 2022

Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person in possession thereof.
- 14.
15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Fredrick A. Kester and Emma M. Kester
Purpose: pipeline from spring
Recorded: August 16, 1927
Instrument No.: 48183
Book 47 of Deeds, Page 286
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Idaho Power Company
Purpose: lines and poles
Recorded: April 8, 1948
Instrument No.: 71959
Book 69 of Deeds, Page 115
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Idaho Power Company
Purpose: lines and poles
Recorded: May 19, 1998
Instrument No.: 172922
19. Rights of the public in and to that portion of the premises lying within Cow Creek Road.
20. Rights of the public in and to that portion of the premises lying within Rush Creek Road.
21. Easements reservations and dedications, as shown on record of survey.
Recorded: December 5, 1981
Instrument No.: 125566
22. Easements reservations and dedications, as shown on record of survey.
Recorded: May 12, 2004
Instrument No.: 193738
23. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document
Purpose: Building Permit
Recorded: May 19, 2017
Instrument No.: 233254
24. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

SCHEDULE B

Order No.: 248428AM Policy No.: O-9301-4663625

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof..
3. Easements, liens or encumbrances, or claims thereof, which are, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records..
5. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights,, claims or title to water.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.
9. Liens, Levies, and Assessments of the Cambridge Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
10. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.
Recorded: March 31, 1914.
Book: 24 of Deeds at Page: 415
Official Records: Washington County.
11. Unpatented mining claims, and all rights relating thereto.

Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

Water rights, claims or title to water.

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the

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Thence North 00°33'25" East 718.00 feet to the Point of Beginning.

EXCEPTING THEREFROM the following described parcel: Commencing at the Northwest corner of Section 14, T.15N., R.3W., B.M.;

Thence South 88°56'02" East, along the North line of said Section 14, 910 feet;

Thence South 500 feet to the True Point of Beginning;

Thence East a distance of 170 feet;

Thence South a distance of 250 feet;

Thence West a distance of 170 feet;

Thence North a distance of 250 feet to the True Point of Beginning.

Parcel II:

In Township 15 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

Section 11: S1/2SW1/4SW1/4.

END OF SCHEDULE A

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SCHEDULE A

Stewart Title Guaranty Company
1000 SW Broadway, Ste. 1600
Portland, OR 97205

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
248428AM	O-9301-4663625	August 21, 2018 11:33AM	\$600,000.00	\$1,433.00

Address Reference: 3375 Cow Creek Road, Cambridge, ID 83610

1. Name of Insured:

Collin Anne Bublavi Kocher and Randy Lee Kocher

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Collin Anne Bublavi Kocher and Randy Lee Kocher, a married couple

4. The Land referred to in this policy is described as follows:

Parcel I:

In Township 15 North, Range 3 West of the Boise Meridian, Washington County, Idaho:

That portion of the NW1/4NW1/4 of Section 14 that lies North of the centerline of Cow Creek Road and being more particularly described as follows:

Beginning at the Northwest corner of said Section 14, Thence South 88°56'02" East 1318.17 feet to the Northeast corner of said NW1/4NW1/4 of Section 14, Thence South 00°22'59" West, along the East line of said NW1/4NW1/4 of Section 14, 1019.83 feet to a point on said centerline of Cow Creek Road, Thence along said centerline the following eleven consecutive courses:

- (1) North 68°38' West 98.80 feet;**
- (2) North 49°44' West 88 feet;**
- (3) North 40°21' West 163 feet;**
- (4) North 59°17' West 134 feet;**
- (5) North 76°33' West 285 feet;**
- (6) North 71°36' West 134 feet;**
- (7) North 73°20' West 109 feet;**
- (8) North 81°30' West 93 feet;**
- (9) South 87°06' West 61 feet;**
- (10) South 74°51' West 61 feet;**
- (11) South 66°42' West 237 feet, more or less, to a point on the West line of said Section 14;**

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personal information?	security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Companies collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.

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STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security number and driver's license numbers.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business – to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes – to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.</i>	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For our nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliated, such as a third party insurance company, we will disclose your personal information to that nonaffiliated. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing Practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Companies protect my	To protect your personal information from unauthorized access and use, we use

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13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Stewart Title Guaranty Company, Attn: Claims Department, P.O. Box 2029, Houston, Texas 77056.

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of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

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estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative

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OCT 7 2022



128 E Main St., Weiser, ID 83672
Phone: (208)414-1792 Fax: (208)414-1794

Collin Anne Bublavi Kocher and Randy Lee Kocher
PO Box 5486
Vacaville, CA 95696

File No.: 248428AM

We enclose herewith the following:

Policy of Title Insurance
Original Deed recorded as Instrument No. 236590

Thank you for doing business with us. We hope to be of service to you again.

Sincerely,
AmeriTitle

A handwritten signature in black ink, appearing to read 'Jonathan Edwards', written over a horizontal line.

Jonathan Edwards

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OCT 27 2022

OWNER'S POLICY OF TITLE INSURANCE

O-9301-4663625

Issued by

STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title

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as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

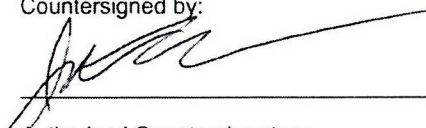
(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

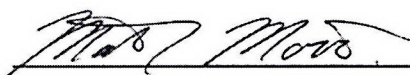
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Countersigned by:

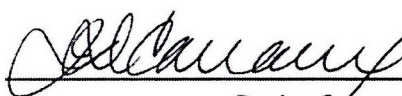

Authorized Countersignature

stewart
title guaranty company


Matt Morris
President and CEO

AmeriTitle
128 E Main St.
Weiser, ID 83672




Denise Carraux
Secretary

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OCT 17 2022

STEWART TITLE GUARANTY COMPANY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest,

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Instrument Detail Information

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Instrument#:	233254
Old Instrument#:	
Pages:	4
Instrument Date:	5/19/2017
Transaction Type:	200 DEED
Received From:	AmeriTitle - Weiser
Sec/Twn/Rng/Qtr:	11 / 15N / 3W / SW
Description:	WARRANTY DEED

Images

Image Date	5/19/2017	View Image
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Grantors / Grantees

Name	Type
WERNER, SHELLY	R - Grantor
RIEDEL, LEONE	R - Grantor
RIEDEL, VERONIKA LEONE AKA	R - Grantor
JARRETT, LISA TRUSTEE	E - Grantee
OLSEN, LISA TEARS REVOCABLE LIVING TRUST	E - Grantee

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OCT 25 2022

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IDAHO DEPARTMENT OF
WATER RESOURCES



322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little
October 26, 2022

Director Gary Spackman

RANDY LEE KOCHER
COLLIN ANNE BUBLAVI KOCHER
PO BOX 431
CAMBRIDGE ID 83610-0431

Re: Change in Ownership for Water Right No: 67-4510

Dear Water Right Holders:

The Department of Water Resources (Department) 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.

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

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

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

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c. Water District 67 – *via email*

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OCT 27 2022