Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 12 2023
WATER RESOURCES
WESTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEV

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?
65-8831	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: BARBARA B. KNIPE
Name of current water right holder/claimant KAREN ECCLES, KATHLEEN SHROSBREE,

3. New Owner(s)/Claimant(s): FRANCIS K. WALTON ~~AND~~ TREY BIEN LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☑ or

2718 AUGUSTA ST. | BOISE | ID | 83705
Mailing address | City | State | Zip

(208) 830-7195 | KKWEAVER@AOL.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: 1/12/2001.

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: Karen A. Eccles | | 10/12/2023
Signature of new owner/claimant | Title, if applicable | Date
KAREN A. ECCLES
Print name

Signature: | | |
Signature of new owner/claimant | Title, if applicable | Date
Print name

For IDWR Office Use Only:

Receipted by DM Date 10-12-23 Receipt No. W051591 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 DM Processed by DM Date 10-16-23

Instrument # 427117
VALLEY COUNTY, CASCADE, IDAHO
3-2-2020 12:56:55 PM No. of Pages: 2
Recorded for : KAREN ECCLES
DOUGLAS A. MILLER Fee: 15.00
Ex-Officio Recorder Deputy KM
Index to: QUITCLAIM DEED

QUITCLAIM DEED

FOR VALUE RECEIVED, Karen Ann Weaver does hereby convey, release, remise and forever quit claim unto Karen Ann Eccles whose current address is:

2718 AUGUSTA ST, BOISE, ID 83705

the following described premises:

SYLVAN BEACH SUBDIVISION

LOT 3 & TAX #4 IN EASTERLY PART OF LOT 4

SEE ATTACHED

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

Date: 2/19/2020

By: Karen Ann Weaver

Karen Ann Weaver

State of Idaho, County of Ada

This record was acknowledged before me on February 19, 2020 by Karen Ann Weaver

Tracy E Felton
Signature of notary public

Commission Expires: 04-18-2022

TRACY E FELTON
67538
NOTARY PUBLIC
STATE OF IDAHO
My Commission Expires
04/18/2022

Exhibit A

Legal Description of the Premises

Lot Three (3), of Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 1, on Page 29 of Plats, more particularly described as follows:

Commencing at a Three-Quarter Inch (¾") pipe at the centerline of a Ten and No Hundredths (10.00) foot wide road on the extended line of Lots Two (2) and Three (3), Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book One (1), on Page Twenty Nine (29) of Plats; thence, South 07°48'48" West, Five and Forty Two Hundredths (5.42) feet along said extended line to the south side of said Ten and No Hundredths (10.00) foot wide road, the REAL POINT OF BEGINNING: Thence, continuing South 07°48'48" West, One Hundred Fifteen and Forty Four Hundredths (115.44) feet along the line common to said Lots Two (2) and Three (3) to the high water mark of Payette Lake; thence, South 81°02'41" West, Seventy and Twenty Two Hundredths (70.22) feet along said high water mark to the line common to Lots Three (3) and Four (4), Sylvan Beach Subdivision; thence, North 14°20'36" East, One Hundred Forty One and No Hundredths (141.00) feet along the line common to said Lots Three (3) and Four (4) to the south side of said Ten and No Hundredths (10,.00) foot wide road; thence, South 77°17'30" East, Fifty One and Thirty Nine Hundredths (51.39) feet to the REAL POINT OF BEGINNING, containing Seven Thousand Five Hundred and One (7,501) square feet, more or less.

A portion of Lot Four, of Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book One (1), on Page Twenty Nine (29) of Plats, more particularly described as follows:

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Together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, and appurtenances thereto.

Instrument # 410724
VALLEY COUNTY, CASCADE, IDAHO
12-21-2017 14:22:41 No. of Pages: 3
Recorded for: ANGSTMAN JOHNSON
DOUGLAS A. MILLER Fee: $15.00
Ex-Officio Recorder Deputy: JLM
Electronically Recorded by Simplifile

PERSONAL REPRESENTATIVES DEED

THIS DEED is made and executed by KATHRYN KNIPE as personal representative of THE ESTATE OF WILLIAM BERNARD KNIPE III, deceased, hereinafter referred to as the ("Grantor"), to TREY BIEN, LLC, an Idaho limited liability company hereinafter referred to as the ("Grantee"), whose address is 115 Brome Dr. Victor, Idaho 83455.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Case Number CV-IE-2013-20264 in Ada County, Idaho;

THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor hereby grants, sells, transfers, and conveys to Grantee all of the Grantor's interest in the following described real property in Valley County, Idaho:

SEE EXHIBIT A

This conveyance shall include any and all appurtenances, estate, right, title, interest, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the property herein described, as well in law as in equity.

Dated this 9th day of November, 2017.

THE ESTATE OF WILLIAM BERNARD KNIPE III,
DECEASED

KATHRYN KNIPE
PERSONAL REPRESENTATIVE

STATE OF IDAHO)
:ss
County of Ada)

On this 9th day of November, 2017 before me, a notary public, personally appeared Kathryn Knipe known to me to be the person whose name is subscribed to the within instrument as personal representative of THE ESTATE OF WILLIAM BERNARD KNIPE III, DECEASED, and acknowledged to me that she executed the same as such personal representative.

KEVIN GILBERT
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
My Commission Expires: July 10, 2020

Exhibit A

Legal Description of the Premises

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Together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, and appurtenances thereto.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into effective as of the 15th day of August, 2007 ("Effective Date"), by and between Frances Kellett Walton, a married woman dealing with her sole and separate property ("Walton"), Karen Ann Eccles, also known as Karen Ann Weaver, a married woman dealing with her sole and separate property ("Eccles"), William Bernard Knipe III, a married man dealing with his sole and separate property ("Knipe"), and Curtis Andrew Knipe, a single individual ("Seller"). Walton, Eccles, and Knipe may be referred to collectively herein as the "Buyer" and the Buyer and the Seller may be referred to herein individually as a "Party" or collectively as the "Parties" as appropriate under the circumstances.

RECITALS

A. Seller owns a twenty percent (20%) tenants-in-common ownership interest (the "Ownership Interest") in that certain real property located at 2584 Warren Wagon Road, McCall, Idaho 83638, legally described on Exhibit A, attached hereto and incorporated herein by this reference and the improvements thereon (the "Property").

B. Seller desires to sell the Ownership Interest to Buyer and Buyer desires to purchase the same from Seller.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. AGREEMENT TO SELL AND PURCHASE

Seller hereby agrees to sell and transfer to Buyer and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Ownership Interest.

2. PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The purchase price for the Ownership Interest is Three Hundred Thousand Dollars and 00/100ths ($300,000.00) (the "Purchase Price"). The Purchase Price shall be paid in cash or other immediately available funds at Closing. Walton, Eccles, and Knipe shall each pay one-third (1/3) (i.e., One Hundred Thousand and 00/100ths Dollars ($100,000.00)) of the Purchase Price at Closing.

3. CLOSING

3.1 Closing Date. The closing on the purchase of the Ownership Interest shall occur at a mutually approved location and time on or before August 20, 2007 (the "Closing Date" or "Closing").

3.2 Closing Documents. At Closing, Seller shall execute and deliver to Buyer a general warranty deed substantially in the form set forth on Exhibit B, attached hereto and incorporated herein by this reference, conveying all of Seller's right, title and interest in and to the Ownership Interest to Buyer.

4. FURTHER AGREEMENTS

Buyer agrees to use reasonable efforts to cause the release of Seller from any personal guaranties or other personal obligations as they relate to the Property, at no cost or expense to Seller. Seller acknowledges and understands that Seller shall remain liable for existing obligations related to the Property until such time as Buyer causes the release of Seller from any personal guaranties or other personal obligations.

5. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer that as of the Effective Date:

5.1 Ability to Transfer. Seller is the owner of the Ownership Interest and Seller has full capacity and legal right to transfer it and holds the Ownership Interest, free and clear of restrictions on or conditions to transfer and free and clear of any encumbrance.

5.2 No Litigation. There is no litigation, suit or governmental proceedings, administrative or judicial, pending or threatened, against Seller which would materially affect the Ownership Interest or which would affect Seller's ability to transfer the Ownership Interest to Buyer.

6. RIGHT TO PURCHASE OWNERSHIP INTEREST

6.1 Option. Buyer hereby grants Seller an option to purchase all, but not less than all, of the Ownership Interest (the "Option") during the period commencing on Closing and expiring August 20, 2010 (the "Option Term"). If the Option has not been exercised by Seller prior to the expiration of the Option Term, then Seller's right to purchase the Ownership Interest shall automatically terminate. The Purchase Price under the Option (the "Option Purchase Price") shall be the sum of (i) Three Hundred Thousand and 00/100th Dollars ($300,000.00), plus (ii) 8.5% annual simple interest on the Purchase Price from the Closing to the Option Closing Date (hereinafter defined), plus (iii) an amount equal to the real estate taxes, insurance, maintenance, repair, replacement, operation, improvement and/or up-keep costs associated with the Property from the Closing to the Option Closing Date multiplied by the Ownership Interest, minus (iv) the Distributions (as defined in Section 6.2).

6.2 Option Consideration. During the Option Term, Seller hereby agrees that all sums that Seller would otherwise be entitled to receive from the Knipe Family LLC ("Distributions") shall be paid directly by the Knipe Family LLC on Seller's behalf towards the maintenance, repair, replacement, operation, improvement and/or upkeep of the Property as consideration for the Option. Seller specifically agrees that the Knipe Family LLC may rely upon the provisions of this Section 6.2 as Seller's specific directive to pay the Distributions in accordance with this Section. The Parties further agree that Seller shall not be entitled to the return of the Distributions upon the termination and/or expiration of the Option. Provided, however, upon the termination and/or expiration of the Option, Seller shall be entitled to receive any subsequent Distributions.

6.3 Exercise of Option; Conditions, Closing. If Seller wishes to exercise the Option, Seller shall send a written notice (an "Exercise Notice") to each individual Buyer specifying a date not later than thirty (30) business days from the date of the Exercise Notice for the Closing of the purchase and sale pursuant to the Option (the "Option Closing" or "Option Closing Date"). The Option Closing will take place at a mutually approved location and time.

Seller shall tender the Option Purchase Price in cash or other immediately available funds. The Ownership Interest shall be free and clear of restrictions on or conditions to transfer and free and clear of any encumbrance, except as may have existed against the Property on the Closing and/or incurred in securing financing ("Financing") for the maintenance, repair, replacement, operation, improvement and/or upkeep of the Property during the Option Term. Seller shall also be required as a condition of the closing under Option to execute any personal guaranties otherwise executed by the Buyer in connection with any Financing. Contemporaneous with the Option Closing, Buyer shall execute and deliver to Seller a general warranty deed conveying all of Buyer's right, title and interest in and to the Ownership Interest to Seller.

7. KNIPE FAMILY LLC

Except as provided in Section 6.2, the Parties acknowledge and agree that this Agreement does not impact the Parties' respective rights and obligations in the Knipe Family LLC.

8. FAMILY HEIRLOOMS.

The Parties acknowledge and agree that the sale of the Ownership Interest does not impact Seller's right to a portion of the family heirlooms located on the Property.

9. ASSIGNMENT AND ASSUMPTION

9.1 Assignment. Effective as of Closing, Seller assigns and conveys to Buyer all of the rights, title and interests of Seller in, to and under the Ownership Interest.

9.2 Assumption. Effective as of Closing, Buyer assumes, as applicable, all of the rights, title and interests of Seller in, to and under the Ownership Interest.

10. GENERAL TERMS AND CONDITIONS

10.1 Assignment. Neither Party may assign its rights or obligations hereunder or under any agreement or document executed in connection herewith without the prior written consent of the other Party.

10.2 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior discussions or documents relating to the subject matter hereof.

10.3 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement or to otherwise enforce or interpret the terms hereof, the prevailing Party in such litigation or action to enforce in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal or in any bankruptcy proceeding.

10.4 Notice. All notices and demands that are required or permitted to be given by either Party to the other under this Agreement shall be in writing, containing the information required by this Agreement to be communicated to any Party, and personally delivered to such Party or sent by certified mail, postage prepaid, return receipt requested, or by recognized overnight courier, at those addresses set forth above and shall be deemed received upon actual receipt or rejection.

10.5 Parties' Further Assurances. The Parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the transfer of the Ownership Interest and any other agreements or documents as contemplated by this Agreement. Each Party shall act reasonably in performing its obligations and/or in exercising its rights under this Agreement and any document executed in connection herewith. Without limiting the foregoing, no consent required to be obtained by one Party from another Party shall be unreasonably withheld, conditioned or delayed.

10.6 Time. Time is declared to be of the essence under this Agreement.

Dated effective as of the Effective Date.

SELLER:

Curtis Andrew Knipe

BUYER:

Frances Kellett Walton

Karen Ann Eccles, also known as Karen Ann Weaver

William Bernard Knipe III

Exhibit A

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Exhibit B

When recorded, please return to:
Givens Pursley LLP
Attention: Judson B. Montgomery
601 West Bannock Street
Boise, Idaho 83702

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Curtis Andrew Knipe, a single individual, whose address is 8761 The Esplanade No. 3, Orlando, Florida 32836 (hereinafter referred to as "***Grantor***"), hereby grants, bargains, sells, and conveys a twenty percent (20%) tenants in common interest representing Grantor's entire interest in that certain real property, located in Valley County, Idaho, and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "***Premises***"), equally unto Frances Kellett Walton, a married woman as her sole and separate property, whose address is 2025 E. Goodman Court, Boise, Idaho 83712, Karen Ann Eccles, also known as Karen Ann Weaver, a married woman as her sole and separate property, whose address is 2718 Augusta, Boise, Idaho 83705, and William Bernard Knipe III, a married man as his sole and separate property, whose address is 2206 Swallowtail, Boise, Idaho 83705 (collectively referred to herein as "***Grantee***").

TOGETHER WITH all of Grantor's right, title and interest in and to all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO general taxes and assessments and all matters of record (herein as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein; and that Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 15th day of August, 2007.

GRANTOR:

Curtis Andrew Knipe

STATE OF Florida)
) ss.
County of Orange)

On this 15 day of August, 2007, before me, a Notary Public in and for the State of Florida, personally appeared Curtis Andrew Knipe, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the 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.

ANGEL CAMACHO
Comm# DD0649221
Expires 3/11/2011
Florida Notary Assn., Inc.

Notary Public for Florida
Residing at: Orlando, Florida
My commission expires: 3/11/2011

Instrument # 252709
VALLEY COUNTY, CASCADE, IDAHO
2001-02-16 02:04:26 No. of Pages: 3
Recorded for : WILLIAM KNIPE III
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: DEEDS

ROBERT L. ALDRIDGE, CHARTERED
Attorney at Law
1209 North Eighth Street
Boise, Idaho 93702-4297
Telephone: (208) 336-9880
Fax: (208) 336-9882

WARRANTY DEED

GRANTOR: Barbara B. Knipe, a single woman, McCall, Idaho.

GRANTEES: All of the following, as set forth below: William Bernard Knipe III, a married man, as his sole and separate property, 2001 Creekside, Boise, Idaho 83706; Kathleen ~~Emily~~ Shrosbree, a married woman, as her sole and separate property, 1000 North Fourth, M.I.U. F.B. 1014, Fairfield, Iowa 52557; Karen Ann Weaver, a single person, 2718 Augusta, Boise, Idaho 83705; Frances Kellett Walton, a married woman, as her sole and separate property, 2025 East Goodman Court, Boise, Idaho 83712; and, Curtis Andrew Knipe, a married man, as his sole and separate property, 3100 Cullen Lake Shore, Orlando, Florida 32822.

BBK

TAX NOTICES: All tax notices shall continue to be sent to Grantor at the address currently shown on such tax notices.

PROPERTY DESCRIPTION: Property located in Valley County, Idaho, and more particularly described as follows:

Lot Three (3), of Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 1, on Page 29 of Plats, more particularly described as follows:

Commencing at a Three-Quarter Inch (¾") pipe at the centerline of a Ten and No Hundredths (10.00) foot wide road on the extended line of Lots Two (2) and Three (3), Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book One (1), on Page Twenty Nine (29) of Plats; thence, South 07º48'48" West, Five and Forty Two Hundredths (5.42) feet along said extended line to the south side of said Ten and No Hundredths (10.00) foot wide road, the REAL POINT OF BEGINNING: Thence, continuing South 07º48'48" West, One Hundred Fifteen and Forty Four Hundredths (115.44) feet along the line common to said Lots Two (2) and Three (3) to the high water mark of Payette Lake; thence, South 81º02'41" West, Seventy and Twenty Two Hundredths (70.22) feet along said high water mark to the line common to Lots Three (3) and Four (4), Sylvan Beach Subdivision; thence, North 14º20'36" East, One Hundred Forty One and No Hundredths (141.00) feet

along the line common to said Lots Three (3) and Four (4) to the south side of said Ten and No Hundredths (10,.00) foot wide road; thence, South 77º17'30" East, Fifty One and Thirty Nine Hundredths (51.39) feet to the REAL POINT OF BEGINNING, containing Seven Thousand Five Hundred and One (7,501) square feet, more or less.

A portion of Lot Four, of Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book One (1), on Page Twenty Nine (29) of Plats, more particularly described as follows:

Commencing at a Three Quarter Inch (¾") pipe on the centerline of a Ten and No Hundredths (10.00) foot wide road on the extended line of Lots Three (3) and Four (4), Sylvan Beach Subdivision, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book One (1), on Page Twenty Nine (29) of Plats; thence, South 14º20'36" West, Five and Forty One Hundredths (5.41) feet along said extended line to the south side of said Ten and No Hundredths (10.00) foot wide road, the REAL POINT OF BEGINNING: Thence, continuing South 14º20'36" West, One Hundred Forty One and No Hundredths (141.00) feet along the line common to said Lots Three (3) and Four (4) to the high water mark of Payette Lake: thence, South 81º02'41" West, Forty Seven and Fifteen Hundredths (47.15) feet along said high water mark to a One-Half Inch (½") rebar; thence, North 00º08'50" East, One Hundred Fifty Three and Eighty Four Hundredths (153.84) feet to a Three Quarter Inch (¾") pipe on the south side of said Ten and No Hundredths (10.00) foot wide road; thence, South 83º02'29" East, Eighty One and Seventy One Hundredths (81.71) feet to the REAL POINT OF BEGINNING, containing Nine Thousand Two Hundred Ninety Four (9,294) square feet, more or less.

Together with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments, and appurtenances thereto.

PRIOR CREATION OF LIFE ESTATE AND REMAINDER INTEREST: Grantor has previously created and retained a life estate in the said premises and Grantor granted at such time to Grantees an undivided interest in Fourteen Percent (14%) of the remainder interest in said property after the death of Grantor and, therefore, the termination of her life estate. This Deed passes the remaining undivided interest in the remainder estate, being an undivided Eighty Six Percent (86%) of the remainder interest after Grantor's life estate. Said remaindermen therefore, by this Deed, now own all of the remainder interest in the property after the life estate of Grantor.

FOR VALUE RECEIVED, Grantor does hereby grant and convey unto the Grantees the above described property interest; TO HAVE AND TO HOLD the said interest in the premises, with their appurtenances unto the said Grantees, and Grantee's heirs and assigns forever. Grantor does covenant to and with the said Grantees that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED March 28, 1995.

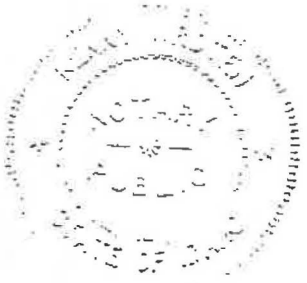
Barbara B. Knipe

BARBARA B. KNIPE

STATE OF IDAHO)
) ss.
COUNTY OF VALLEY)

On this March 28 , 1995, before me, a Notary Public in and for said State, personally appeared Barbara B. Knipe, known or identified to me to be the person whose name is attached to the foregoing instrument and acknowledged to me that she executed the same.

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



Notary Public for Idaho
Residing at McCall, Id.
Commission expires 10/20/99

Book 2, Page 70,
of Records of Survey.
Instrument No. [illegible]

Filed and recorded at the request of Tom Kerr at 10:17 o'clock A M, this 8th day of April, 1986.

By K. Hutchins
Deputy

I. Merrin
Ex-Officio Auditor and Recorder
Valley County, Idaho

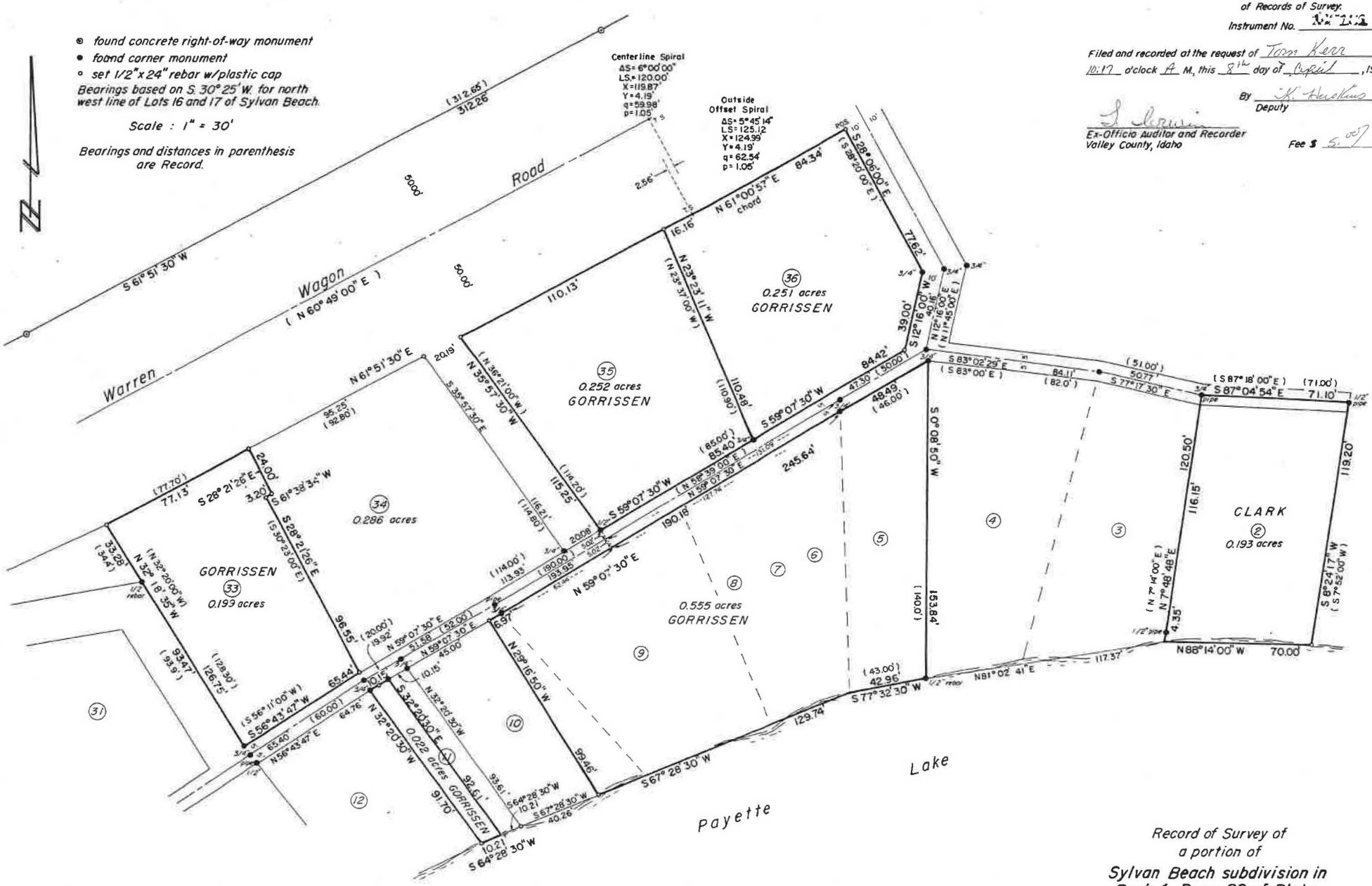
Fee $ 5.00

- found concrete right-of-way monument
- found corner monument
- set 1/2"x24" rebar w/plastic cap

Bearings based on S. 30°25'W. for north west line of Lots 16 and 17 of Sylvan Beach.

Scale : 1" = 30'

Bearings and distances in parenthesis are Record.



I, Thomas W. Kerr, a Registered Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in Sept., 1985, and that it correctly represents the points, courses, and distances as recorded in said field notes.

Record of Survey of
a portion of
Sylvan Beach subdivision in
Book 1, Page 29 of Plats
Valley County, Id.
for
GORRISSEN & CLARK

Kerr Surveying McCall, Idaho
Sept., 1985

situated in

Lots 132 and 166 of Payette Lakes Cottage Sites in Lot 3, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, as shown by the Amended Plat of said Payette Lakes Cottage Sites of 1932, and also in the Southeast Quarter of the Northwest Quarter and Lot 2, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian.

Scale 1 Inch = 200 Feet

Dated September 1, 1942

State of Idaho } ss.
County of Ada }

I hereby certify that this instrument was filed for record at request of Boise Title and Trust, at 01 minutes past 1 o'clock P.M., this 8 day of Sept., A.D., 1942, in my office and duly recorded in Book 6 of Miscellaneous, at page 317.

Ex-Officio Recorder

E. & W. ¼ Sec. 28,

To N¼ Cor. Sec. 28

N.W.¼S.W.¼ Sec. 28

U.S. Lot 3 Sec. 28.

N.E.¼N.W.¼ Sec. 28

S.E.¼N.W.¼ Sec. 28

U.S. Lot 1 Sec. 28

U.S. Lot 2 Sec. 28

Lake Payette

Pipe

East 179.5 110.3

CERTIFICATE OF OWNERSHIP AND DEDICATION OF SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That Boise Trust Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, is the owner in fee simple of that certain tract of land situated within the County of Valley, State of Idaho, correctly described in this accompanying plat and as follows, to-wit:

Lots 132 and 166 of Payette Lakes Cottage Sites, in Lot 3, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, as shown by the Amended Plat of said Payette Lakes Cottage Sites of 1932, as recorded in Book 1b at page 620 of the Deed Records of Valley County, Idaho, on the 27th day of October, 1932, excepting therefrom that certain triangular portion of Lot 166 described as follows: Beginning at the West corner of said Lot 166, according to the Amended Plat of Payette Lakes Cottage Sites of 1932, which corner is identical with the Northeast corner of Lot 165 of said Amended Plat of Payette Lakes Cottage Sites of 1932, thence North 20 feet, thence South 55° 00' West 34.89 feet to the place of beginning, and a tract of land situated in the Southwest Quarter of the Northwest Quarter, and Lot 2, of Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, lying between Payette Lake and the South and East boundary line of the Warren Wagon Road (a National Forest road) as the same is now located through said Southeast Quarter of Northwest Quarter and Lot 2, and particularly described as follows:

Beginning at the Northwest corner of said Lot 132 of Payette Lakes Cottage Sites, in Lot 3, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, which is on the West and East center line of said Section 28, 405 feet Easterly from the Southwest corner of the Southeast Quarter of Northwest Quarter of said Section 28, and also on the South and East boundary line of the Warren Wagon Road;

thence Easterly along the said West and East center line of said Section 28, 660 feet, more or less, to a point on the Westerly shore of Payette Lake; thence along said Payette Lake shore,-

N. 40° 00' E. 80 feet more or less to a point; thence N. 49° 00' E. 70 feet; thence N. 68° 40' E. 80 feet; thence N. 54° 20' E. 80 feet; thence N. 38° 00' E. 70 feet; thence N. 20° 40' E. 80 feet; thence N. 20° 40' E. 80 feet; thence N. 8° 20' E. 70 feet; thence N. 6° 40' W. 70 feet; thence N. 29° 00' W. 170 feet; thence N. 79° 00' W. 90 feet; thence S. 88° 00' W. 75 feet; thence leaving said Payette Lake shore,-

N. 90° 00' W. 114.2 feet; thence N. 79° 00' W. 100.2 feet; thence N. 69° 40' W. to a point on the South and East boundary line of said Warren Wagon Road; thence Southwesterly along the South and East boundary line of said Warren Wagon Road to the West and East center line of said Section 28; thence East along the said West and East center line of said Section 28 to the place of beginning;

Subject to any and all easements and rights of way now existing or of record.

That as will appear from the Engineer's Certificate accompanying this plat said Boise Trust Company has caused said tract of land to be surveyed and the accompanying plat thereof made and designated as SYLVAN BEACH SUBDIVISION, consisting of Lots 1 to 37, inclusive, each as appears on said plat; that the said description as above set forth is the correct description of the lands included in said plat and subdivision and that it is the intention of Boise Trust Company to include the same in said plat and subdivision, and it does hereby accept and adopt said plat;

That it is the intention of Boise Trust Company to and by these presents it does denote and dedicate the streets and roads as shown on this plat to the use of the public.

IN WITNESS WHEREOF, Boise Trust Company has caused this plat to be executed by its corporate officers thereunto duly authorized, and its corporate seal to be hereunto affixed, this 8th day of September, 1942.

Boise Trust Company

By W. W. Howell
Vice President

Attest:
Secretary.

State of Idaho } ss.
County of Ada }

On this 8th day of September, in the year 1942, before me, Frances McKenna, a Notary Public in and for said State, personally appeared W. W. HOWELL and G. C. SCHARF, known to me to be the Vice President and Secretary, respectively, of Boise Trust Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the 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.

Frances McKenna
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires Nov. 7, 1944

ENGINEER'S CERTIFICATE

I, G. C. SCHARF, of Boise City, Ada County, Idaho hereby certify:

That I am and at all times herein mentioned was a Civil Engineer, duly licensed under the laws of the State of Idaho, and that I have made an actual survey on the ground of the following described lands and premises included in the accompanying plat, namely:

Lots 132 and 166 of Payette Lakes Cottage Sites, in Lot 3, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, as shown by the Amended Plat of said Payette Lakes Cottage Sites of 1932, as recorded in Book 1b of the Deed Records of Valley County, Idaho, at Page 620, on the 27th day of October, 1932, excepting therefrom that certain triangular portion of Lot 166 described as follows:

Beginning at the West corner of said Lot 166, according to the Amended Plat of Payette Lakes Cottage Sites of 1932, which corner is identical with the Northeast corner of Lot 165 of said Amended Plat of Payette Lakes Cottage Sites of 1932, thence North 20 feet, thence South 55° 00' West 34.89 feet to the place of beginning, and a tract of land situated in the Southwest Quarter of the Northwest Quarter, and Lot 2, of Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, lying between Payette Lake and the South and East boundary line of the Warren Wagon Road (a National Forest road) as the same is now located through said Southeast Quarter of Northwest Quarter and Lot 2, and particularly described as follows:

Beginning at the Northwest corner of said Lot 132 of Payette Lakes Cottage Sites, in Lot 3, Section 28, Township 19 North, Range 3 East, Boise Base and Meridian, which is on the West and East center line of said Section 28, 405 feet Easterly from the Southwest corner of the Southeast Quarter of Northwest Quarter of said Section 28, and also on the South and East boundary line of the Warren Wagon Road;

thence Easterly along the said West and East center line of said Section 28, 660 feet, more or less, to a point on the Westerly shore of Payette Lake; thence along said Payette Lake shore,-

N. 40° 00' E. 80 feet more or less to a point; thence N. 49° 00' E. 70 feet; thence N. 68° 40' E. 80 feet; thence N. 54° 20' E. 80 feet; thence N. 38° 00' E. 70 feet; thence N. 20° 40' E. 80 feet; thence N. 20° 40' E. 80 feet; thence N. 8° 20' E. 70 feet; thence N. 6° 40' W. 70 feet; thence N. 29° 00' W. 170 feet; thence N. 79° 00' W. 90 feet; thence S. 88° 00' W. 75 feet; thence leaving said Payette Lake shore,-

N. 90° 00' W. 114.2 feet; thence N. 79° 00' W. 100.2 feet; thence N. 69° 40' W. to a point on the South and East boundary line of said Warren Wagon Road; thence Southwesterly along the South and East boundary line of said Warren Wagon Road to the West and East center line of said Section 28; thence East along the said West and East center line of said Section 28 to the place of beginning;

That the accompanying plat of said property is correct, that the exterior boundary thereof is correctly designated by the red line, that the interior lot lines are correctly designated, that the lengths of the lines are correctly designated, that the plat is a correct representation of all that portion of the property platted, and that the monuments, consisting of 1/2 inch iron pipes 24 inches long, have been placed at all corners and angles of the boundary of said property, and at all corners and angles of the boundary of each lot in said plat, as shown on said plat.

Dated this 8th day of September, 1942.

G. C. Scharf C.E.

Frances McKenna

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 16, 2023

KAREN ECCLES
2718 S AUGUSTA ST
BOISE ID 83705-4543

Re: Change in Ownership for Water Right No(s): 65-8831

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)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
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Governor Brad Little

Director Mathew Weaver

October 16, 2023

TREY BIEN LLC
2718 S AUGUSTA ST
BOISE ID 83705-4543

Re: Change in Ownership for Water Right No(s): 65-8831

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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.

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If you have any questions concerning the enclosed information, please contact me at (208)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

October 16, 2023

KATHLEEN SHROSBREE
2718 S AUGUSTA ST
BOISE ID 83705-4543

Re: Change in Ownership for Water Right No(s): 65-8831

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.

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If you have any questions concerning the enclosed information, please contact me at (208)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

IDAHO DEPARTMENT OF
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Governor Brad Little

Director Mathew Weaver

October 16, 2023

FRANCIS K WALTON
2718 S AUGUSTA ST
BOISE ID 83705-4543

Re: Change in Ownership for Water Right No(s): 65-8831

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.

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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)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES **10/16/2023**
Proof Report

Water Right 65-8831

Owner Type	Name and Address
Current Owner	KAREN ECCLES 2718 S AUGUSTA ST BOISE, ID 83705-4543 (208) 830-7195
Current Owner	KATHLEEN SHROSBREE 2718 S AUGUSTA ST BOISE, ID 83705-4543
Current Owner	FRANCIS K WALTON 2718 S AUGUSTA ST BOISE, ID 83705-4543
Current Owner	TREY BIEN LLC 2718 S AUGUSTA ST BOISE, ID 83705-4543 kkweaver@aol.com
Original Owner	BARBARA B KNIPE PO BOX 548 MC CALL, ID 83638

Priority Date: 6/1/1947
Basis: Decreed
Status: Active

Source	Tributary
PAYETTE LAKE	NORTH FORK PAYETTE RIVER

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.040 CFS	1.2 AF
	Total Diversion		0.040 CFS	1.2 AF

Source and Point(s) of Diversion:
PAYETTE LAKE L2(NWSE) Sec. 28, Twp 19N, Rge 03E, VALLEY County

Place Of Use:
DOMESTIC within VALLEY County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals

19N	03E	28													X L2			

Conditions of Approval:

1.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.		PARCEL NO. 00250000003A PROPERTY IS ALSO KNOWN AS LOT 3 & 4, SYLVAN BEACH SUBDIVISION.

Dates and Other Information:
Decreed Date: 10/23/1998
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 65
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A