

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JAN 22 2021

DEPARTMENT OF
WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

Water Right Number(s): 37-2168BName(s): MARY JANE CONGER
ASPEN KNOLL PARTNERSHIPOld Mailing Address: MARY JANE CONGER
P.O. Box 545
KETCHUM, ID. ~~83340~~ 83340New Mailing Address: MARY JANE CONGER
2238 W. BISON DR.
BOISE, ID 83703Telephone Number: 208-426-8197Email: lmarinspu@ctcweb.netSignature(s) of Owner(s) Mary Jane Conger
Lynette Kathryn Martin GEN. PARTNER ASPEN KNOLL CMty PARTNERSHIP
(Include your title if on behalf of company or organization.)Date: 1-20-2021

Send a signed original to your closest regional office:

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161IDWR Southern Region
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

THORNTON BYRON LLP
3101 W. MAIN, SUITE 200
P.O. BOX 7156 • BOISE, ID 83707-1156
TELEPHONE: (208) 344-8600

(SPACE ABOVE LINE FOR RECORDER'S USE)

**DURABLE POWER OF ATTORNEY
OF
MARY JANE CONGER**

I, MARY JANE CONGER, of Ketchum, Blaine County, Idaho, do hereby appoint LYNNDÉE MARIN, my daughter, of Boise, Ada County, Idaho, as my Attorney-in-Fact, granting to my Attorney-in-Fact all the powers I would have if alive and competent, subject only to the limitations contained herein. If LYNNDÉE is unable to act as my Attorney-in-Fact, then I appoint JAMES DAVID MARIN, my son, of Jacksonville, Jackson County, Oregon, as my Attorney-in-Fact, granting to my Attorney-in-Fact all the powers I would have if alive and competent, subject only to the limitations contained herein.

This grant of authority is effective upon its execution. This grant of authority includes, without limitation, the following powers:

1. **BANKING.** To sign, endorse, cash or negotiate any checks or warrants made payable to me; to open, close and make deposits or withdrawals to or from any existing or hereafter opened checking or savings accounts at any bank, savings and loan association or similar depository.
2. **COLLECTIONS.** To demand, recover and receive all sums of money, goods or other personal property, tangible or intangible, now or hereafter due or belonging to me, from any person or persons.
3. **PERSONAL PROPERTY.** To sell, exchange or otherwise dispose of all or any part of my goods, currency, shares of stock, bonds, or other personal property, tangible or intangible, and to purchase any goods, currency, shares of stock, bonds, or other personal property, tangible

or intangible, for such amounts and on such terms as my Attorney-in-Fact deems advisable; and to exercise all voting rights arising out of such property.

4. DISPOSITION OF REAL PROPERTY. To sell, convey, exchange, lease or encumber any real property or interest therein I now or hereafter possess, in fee simple or otherwise, to any person or entity for such price and on such terms as my Attorney-in-Fact deems advisable; and, for these purposes, to execute and acknowledge any listing or brokerage agreement, earnest money agreement, contract, deed, lease or other assurance, under such covenants as my Attorney-in-Fact deems advisable.

5. ACQUISITION OF REAL PROPERTY. To purchase or lease, in fee simple or otherwise, any real property or interest therein for such price, or in exchange for such assets, and on such terms as my Attorney-in-Fact deems advisable; and, for these purposes, to receive, confirm, make and execute any contracts, deeds, mortgages, conveyances, leases, promissory notes, or other instruments.

6. MANAGEMENT OF REAL PROPERTY. To enter into a property management agreement for any real property in which I may have an interest; to protest or contest any assessments or taxes assessed or levied against the same; to contract for any repairs or alterations on the same; to grant any easement in order to effect a sale, exchange or lease of the same; and to collect any rentals derived therefrom.

7. INSURANCE. To insure any such goods or other personal property or any real property or interest therein belonging to me at such premiums and for such risks as my Attorney-in-Fact deems advisable.

8. MANAGEMENT OF ENTITIES. To hold, manage, acquire or dispose of any business or an interest in any entity, including, but not limited to, general or limited partnerships, sole proprietorships, corporations, limited liability companies, or any other entity; to make any elections necessary to cause any such corporation to become a Subchapter S corporation; to incorporate a part or all of such entity or business (or any investment held in such entity or business) in one or more corporations, with whatever capital and ownership structure the power holder may deem appropriate, whether alone or with others, and in any jurisdiction; to form partnerships (including general and limited partnerships), limited liability companies, limited liability partnerships, sole proprietorships, and any other form of business entity; to enter into joint ventures or associations with others on such terms as may be deemed appropriate; to enter into agreements respecting voting rights, management, incentive compensation, profit sharing, future sale or retention, etc., all without obtaining authority therefor from any court; and/or to actively operate or participate in the operation or management of any such entity(s), including, but is not limited to, acting as a general partner, a limited partner, a member, a manager, a shareholder, a fiduciary, a board member or an officer of any business or entity in which I own (or create) any interest in any business or entity; to vote at the meetings of the stockholders or other meetings of any corporation or company, or otherwise to act as my Attorney-in-Fact or proxy in respect of any stocks, shares, or other instruments now or hereafter held by me therein, and for that purpose to execute any proxies or other instruments.

9. **DEBTS.** To settle, compromise, pay or collect any debts or claims due me or made against me or which may hereafter become due or be made against me, for such amounts and on such terms as my Attorney-in-Fact deems advisable, and in particular and without limitation, pay any debts arising from my care or maintenance.

10. **LEGAL CLAIMS.** To defend, compromise, or commence and prosecute through final judgment and execution, any legal proceeding to which I am a party or which my Attorney-in-Fact deems proper for the recovery, possession or enjoyment of any matter or thing which is now or hereafter due, payable, owing, belonging or accruing to me; and, for these purposes, to enter into any stipulations, receipts, discharges, undertakings, or recognizances in connection with such legal proceedings as my Attorney-in-Fact deems advisable.

11. **MEDICAL CONSENTS.** To consent, during any period that I am disabled due to mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, or advanced age, to all nursing, hospital, medical, dental, surgical or psychiatric care or procedures as may be prescribed or recommended for me by an unrelated licensed medical doctor.

12. **EXECUTE REVOCABLE TRUST.** To execute a revocable trust agreement with such trustee or trustees as my Attorney-in-Fact shall select which trust shall provide:

a. that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Attorney-in-Fact shall request or as the trustee or trustees shall determine;

b. that on my death any remaining income and principal shall be paid to my personal representative; and

c. that the trust may be revoked or amended by me or my Attorney-in-Fact at any time and from time to time; *provided*, however, that any amendment by my Attorney-in-Fact must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement;

to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; and to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter.

13. **DISCLAIM OR RENOUNCE.** To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Attorney-in-Fact may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon

persons interested in my estate and persons who would receive the renounced or disclaimed property.

14. GIFTS. To make donative transfers of my property, in trust or otherwise, to or for the benefit of my children, their spouses, their children, or to any charitable or other public nonprofit organization, provided that any contribution made to any such organization shall qualify for the charitable contributions deduction under Section 170 of the Internal Revenue Code of 1986, as amended. Gifts made pursuant to this paragraph may include the forgiveness of indebtedness and the completion of any charitable pledges I may have made. I grant this power to give gifts irrespective of whether I personally initiate or exhibit a program or pattern of gift giving. This power is subject to the following terms and conditions:

a. No transfer may be made to any person or organization if, in the good faith exercise of my Attorney-in-Fact's judgment, that transfer is likely to deprive me of assets necessary for my health and support in my accustomed manner;

b. Notwithstanding any other provision hereof, no gifts may be made to or for the benefit of my Attorney-in-Fact except as is appropriate for the health, education, maintenance and support of my Attorney-in-Fact; and

c. No transfer may be made to or for the benefit of any individual described herein if such transfer will not qualify for the annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended.

15. GENERAL. To exercise all powers of absolute ownership of all my assets and liabilities of every kind and character, wherever located; to do and perform on my behalf all matters and things; to transact all business and make all investments; to make, execute and acknowledge all contracts, orders, deeds, mortgages, satisfactions, leases and assignments of same, and all other writings, assurances and instruments of every kind, including the preparation of income or other tax returns and the making of elections in connection therewith, which may be necessary or proper to effectuate any transaction referred to above or which affect me or my property, with the same powers and with the same validity as I could, if personally present; and I hereby ratify and confirm whatsoever my Attorney-in-Fact shall or may do by virtue hereof.

THE FOREGOING IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. EFFECTIVE DATE. THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE ON THE DATE HEREOF.

B. NOT AFFECTED BY DISABILITY. This power of attorney shall not be affected by subsequent disability or incapacity of the principal.

C. DURATION. This power of attorney shall continue in effect until revoked or terminated. It shall not be affected by my disability.

D. RELIANCE. All persons dealing with my Attorney-in-Fact shall be entitled to rely with acquittance upon this power of attorney or photocopies hereof. Any acts taken pursuant to this instrument by such persons or my Attorney-in-Fact, without actual knowledge or written notice of the revocation or termination of this power of attorney, unless otherwise invalid or unenforceable, shall be binding on me, my guardian(s), if any, and my heirs, devisees, legatees, and personal representatives.

E. LIMITATION ON POWERS. Notwithstanding the foregoing general grant of authority to act on my behalf, my Attorney-in-Fact shall not have the power to make, amend, alter or revoke any estate planning or testamentary documents previously executed by me, or any beneficiary designations of my insurance policies, individual retirement accounts (IRAs), or other retirement plans.

F. REVOCATION. I can revoke this power of attorney at any time by giving written or oral notice of such revocation to my Attorney-in-Fact, and by recording a written instrument of revocation with the office of the recorder or auditor of Blaine County, Idaho.

G. TERMINATION. This power of attorney shall terminate as follows:

1. BY APPOINTMENT OF CONSERVATOR. The appointment of a conservator of my property shall terminate this power of attorney upon written notice or actual knowledge of such appointment being received by my Attorney-in-Fact. The appointment of a guardian of my person only shall not terminate this power of attorney. If protective proceedings for my person or my estate are commenced, I nominate LYNNDEE MARIN as my guardian and my conservator.

2. BY DEATH OF PRINCIPAL. My death terminates this power of attorney upon written notice or actual knowledge of my death being received by my Attorney-in-Fact.

3. GOVERNING LAW. This power of attorney shall be construed in accordance with and governed by the laws of the State of Idaho.

DATED this 17 day of February, 2011.


MARY JANE CONGER

STATE OF IDAHO)
 ss.
COUNTY OF BLAINE)

On this 17TH day of February, 2011, before me personally appeared MARY JANE CONGER to me known (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

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



A handwritten signature in cursive script, appearing to read "Charles Markthaler", written over a horizontal line.

NOTARY PUBLIC, State of Idaho
Residing at: 411 N. MAIN ST KETCHUM, ID 83340
My commission expires: 9/9/2016