

RECEIVED

Form 42-2484 (2010) Rev. 6/22

APR 10 2026

NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-13419	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:

Henry Viebroeck
Name of current water right holder/claimant

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

Karie Martin
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

13874 N Idaho Rd Raetndrum ID 83858
Mailing address City State Zip
509-251-6891 Karie.Martin58@gmail.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: 5/2016

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:

Karie Martin
Signature of new owner/claimant
Karie Martin
Print name

owner
Title, if applicable

4/10/26
Date

Signature:

Signature of new owner/claimant
Print name

Title, if applicable

Date

Received by

KH Date 4/10/26

For IDWR Office Use Only:

Receipt No.

N045951

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

NS

5.11.26

LOC 18-0409

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

JIM BRANNON 3 P 2547577000
KOOTENAI COUNTY RECORDER
CMK 6/1/2016 3:50 PM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$16.00 DD
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 588095-C (dse)

Date: May 28, 2016

For Value Received, **Gary O. Viebrock, as Successor Trustee of the Henry Viebrock Living Trust under agreement, dated July 24, 2014**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Karie L. Martin, single woman**, hereinafter called the Grantee, whose current address is **13874 N. Idaho Road, Rathdrum, ID 83858**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

A PARCEL OF LAND BEING ON THE EAST SIDE OF THE EAST RIGHT OF WAY LINE OF IDAHO ROAD AND BEING A PORTION OF LOT 2, BLOCK 1, VIEBROCK ACRES ACCORDING TO THE PLAT RECORDED IN BOOK I AT PAGE 247, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING SITUATED IN GOVERNMENT LOT 4 AND THE SW ¼ NW ¼, SECTION 2, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A REBAR 5/8 INCH DIAMETER MARKING THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1, VIEBROCK ACRES, KOOTENAI COUNTY, IDAHO;

THENCE NORTH 89°55'25" EAST (SHOWN OF RECORD TO BE NORTH 89°55'57" EAST—643.60 FEET) ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 1 A DISTANCE OF 643.43 FEET TO A REBAR 5/8 INCH DIAMETER;

THENCE SOUTH 0°12'39" EAST ALONG THE EAST LINE OF SAID LOT 2, BLOCK 1 A DISTANCE OF 344.07 FEET TO THE NORTH CORNER OF A PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS INSTRUMENT NO. 2410591000 RECORDS OF KOOTENAI COUNTY, IDAHO, BEING A REBAR ½ INCH DIAMETER;

THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF THE SAID PARCEL AS FOLLOWS:

SOUTH 7°27'24" WEST, 227.09 FEET TO A REBAR ½ INCH DIAMETER;

SOUTH 5°51'30" EAST, 108.67 FEET TO A REBAR ½ INCH DIAMETER;

SOUTH 24°45'46" WEST, 51.73 FEET TO A REBAR ½ INCH DIAMETER;

THENCE SOUTH 89°36'06" WEST, 341.75 FEET TO A REBAR ½ INCH DIAMETER;

THENCE NORTH 0°27'14" WEST, 173.89 FEET TO A REBAR ½ INCH DIAMETER;

THENCE SOUTH 88°45'43" WEST, 257.18 FEET TO A POINT IN THE WEST LINE OF SAID LOT 2, BLOCK 1, BEING A REBAR ½ INCH DIAMETER;

THENCE NORTH 0°27'13" WEST, ALONG SAID WEST LINE 557.53 FEET TO THE TRUE PLACE OF BEGINNING.

Date: 05/28/2016

Warranty Deed
- continued

File No.: 588095-C (dse)

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 05/28/2016

Warranty Deed
- continued

File No.: 588095-C (dse)

X. Gary O. Viebrock, as Successor Trustee
Gary O. Viebrock, as Successor Trustee of the Henry Viebrock
Living Trust under agreement, dated July 24, 2014

STATE OF Idaho)
SS.
COUNTY OF Kootenai)

On this **Thirty-first day of May, 2016**, before me, a Notary Public in and for said State, personally appeared **Gary O. Viebrock**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as Successor Trustee of the **Henry Viebrock Living Trust under agreement, dated July 24, 2014** Trust, and acknowledged to me that he executed the same as such Successor Trustee.



Debra S. Emery
Notary Public of Idaho
Residing at: Coeur d' Alene, Idaho
Commission Expires: 11/18/2021

SHARED WELL AGREEMENT and GRANT OF EASEMENTS

This Instrument is made and effective on the date of the last signature acknowledged below by and between Henry Viebrock, Jr. as Trustee of the HENRY VIEBROCK LIVING TRUST, u/a July 24, 2014, whose mailing address is 13874 N. Idaho Road, Rathdrum, ID 83858; JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, whose mailing address is PO Box 1010, Rathdrum, ID 83858; JODY BRADBURY, an unmarried woman dealing with her sole and separate property, who took title as "Jody Grace Viebrock" and whose mailing address is 13650 N. Idaho Road, Rathdrum, ID 83858; and GARY O. VIEBROCK and DONNA M. VIEBROCK, husband and wife, whose mailing address is 13350 N. Idaho Road, Rathdrum, ID 83858.

RECITALS:

- A. The HENRY VIEBROCK LIVING TRUST is the owner of certain real property located in Kootenai County, Idaho, legally described in **Exhibit "A"** which is attached and incorporated herein, (hereafter referred to as "Parcel A").
- B. JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, are the owners of two (2) parcels of real property located adjacent to and East of the Parcel A, and legally described in **Exhibit "B-1"** and **"B-2"** which are attached and incorporated herein, (hereafter referred to as "Parcel B-1" and "Parcel B-2" respectively).
- C. JODY BRADBURY is the owner of certain real property located adjacent to and South of the Parcel A, and legally described in **Exhibit "C"** which is attached and incorporated herein, (hereafter referred to as Parcel "C").
- D. GARY O. VIEBROCK and DONNA M. VIEBROCK are the owners of certain real property located adjacent to and South of the Parcel B and Parcel C, and legally described in **Exhibit "D"** which is attached and incorporated herein, (hereafter referred to as "Parcel D").
- E. An existing groundwater well (the "Well") located on the Parcel D currently provides domestic and irrigation water to the residence on Parcel A and to the residence on Parcel B-2 under Idaho Water Right No. 95-13421. A copy of the Well Drillers Report for the Well is attached and incorporated herein as **Exhibit "E"**.

- F. Water from the Well is conveyed to Parcel A and Parcel B-2 via an existing underground pipeline that crosses portions of Parcels D, C and B-2 and B-1. A parcel map showing the approximate location of the existing underground pipeline is attached and incorporated herein as **Exhibit "F"**.
- G. The parties now desire to document and formalize the existing arrangements for the shared use of the Well and to establish easements for the Well site and underground pipeline.

THEREFORE, in consideration of their mutual benefit and the terms, covenants and conditions stated herein, the parties now agree as follows:

1. Shared Water from Well. The HENRY VIEBROCK LIVING TRUST as owner of Parcel A, and JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, as owners of Parcel B-2, and their respective heirs, successors and assigns, are each entitled to take and receive water from the Well for "domestic uses," as that term is defined in Idaho Code Section 42-111, or successor statute and in accordance with the terms and conditions of Idaho Water Right No. 95-13421. The rate of diversion of water from the Well by any party shall not exceed one-half (1/2) of the maximum flow rate that the Well and existing pump are capable of producing. In the event of a fire on Parcel A or Parcel B-2 described herein, the unrestricted full capacity of the Well shall be available for fire suppression. Water from the Well shall only be used on the Parcel A and Parcel B-2 described herein, and shall be exclusively for the respective owners of said parcels. In the event of any water shortage or other circumstances that require rationing or other limitations on the use of the Well, any necessary restrictions shall be shared equally among the parcels connected to the Well. No additional dwelling unit may be added to any Parcel without the written consent of the owner(s) of the other Parcel receiving water from the Well.
2. Water Rights. All water rights associated with the Well and Water Right No. 95-13421 are the joint property of the HENRY VIEBROCK LIVING TRUST and JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, and their respective heirs, successors and assigns, subject to the terms and conditions of this Instrument.
3. Well Protection Easement. GARY O. VIEBROCK and DONNA M. VIEBROCK hereby grant and convey to the HENRY VIEBROCK LIVING TRUST and to JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, and to their respective heirs, successors and assigns, a perpetual easement for the protection of the Well and area surrounding the Well. Said easement is described as a circular area with a radius of fifteen feet (15') centered on the Well as depicted in Exhibit "F" attached hereto. GARY O. VIEBROCK and DONNA M. VIEBROCK further covenant and agree that they shall refrain from placing any item or constructing any

building or structure near the Well in violation of the separation distance requirements set forth in the current Well Construction Standards Rules adopted by the Idaho Water Resource Board at IDAPA 37.03.09. The Well protection easement area and any existing structure within that area shall be promptly restored to its original condition upon completion of any installation, repair, maintenance or replacement work performed within said easement area.

4. Water Line Easements. GARY O. VIEBROCK and DONNA M. VIEBROCK hereby grant and convey to the HENRY VIEBROCK LIVING TRUST and to JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, and to their respective heirs, successors and assigns, a perpetual easement over and across a portion of Parcel D for access to and the operation, use, maintenance and repair of the existing water pipeline that supplies water to Parcel A and Parcel B-2. Said easement is described as a strip of land ten (10) feet wide centered over the existing water pipeline as depicted in Exhibit F and running from the Well to the North boundary of Parcel D.

JODY BRADBURY hereby grants and conveys to the HENRY VIEBROCK LIVING TRUST and to JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, and to their respective heirs, successors and assigns, a perpetual easement over and across a portion of Parcel C for access to and the operation, use, maintenance and repair of the existing water pipeline that supplies water to Parcel A and Parcel B-2. Said easement is described as a strip of land ten (10) feet wide and centered over the existing water pipeline as depicted in Exhibit F.

JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, hereby grant and conveys to the HENRY VIEBROCK LIVING TRUST, and to its beneficiaries, successors and assigns, a perpetual easement over and across a portion of Parcel B-1 and a portion of Parcel B-2 for access to and the operation, use, maintenance and repair of the existing water pipeline that supplies water to Parcel A. Said easement is described as a strip of land ten (10) feet wide and centered over the existing water pipeline as depicted in Exhibit F.

The water line easement area shall be promptly restored to its original condition upon completion of any installation, repair, maintenance or replacement work performed within the easement area.

5. Access Easement. GARY O. VIEBROCK and DONNA M. VIEBROCK; JAMES C. VIEBROCK and KAY L. VIEBROCK; and JODY BRADBURY, hereby grant and convey to the HENRY VIEBROCK LIVING TRUST and to JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, and to their respective heirs, successors and assigns, a perpetual easement for ingress, egress and underground utilities over, under and across an existing access road that begins at the Well and intersects Idaho Road as depicted in Exhibit "F" attached hereto. Said easement is described as a strip of land twenty (20) feet wide and centered on the existing Well access road as depicted in Exhibit "F" attached hereto.

6. Individual Maintenance Requirements. The HENRY VIEBROCK LIVING TRUST and JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, shall, at their own expense, each maintain in good working order and repair the individual storage tank at their respective residences, and all pipes, valves, fittings and fixtures necessary to convey water from the Well to their respective points of use. The maximum flow rate of water from the Well to each Parcel shall not exceed five (5) gallons per minute except during a fire emergency. The owners of Parcel A and Parcel B-2 shall each be responsible for the cost of any individual water treatment or filtration at their respective points of use.

7. Shared Operation and Maintenance Expenses. All ordinary and necessary expenses for the operation, maintenance, repair, improvement, replacement or abandonment of the Well, water pump or other shared elements of the water system shall be equally divided between the owners of the two (2) Parcels receiving water from the Well.

8. Annual Operation and Maintenance Fees. Upon execution of this Instrument and on or before October 1st of each calendar year thereafter, the owners of Parcel A and Parcel B-2 shall each deposit Three Hundred Sixty Dollars (\$360.00) per year to an interest-earning checking account opened by the HENRY VIEBROCK LIVING TRUST and JAMES C. VIEBROCK and KAY L. VIEBROCK, husband and wife, at a local bank mutually selected by the depositors. An owner from Parcel A and an owner from Parcel B-2 shall each be a signatory on said checking account, and the signature both owners shall be required for the disbursement of funds from said account by check or withdrawal. Said account shall be used to cover the costs of monthly electric utility fees for the pump, for periodic testing of the water and for other routine operation, repair and maintenance expenses for the Well, pump and other shared elements of the water system. Said annual maintenance fee may be paid monthly, quarterly or annually as the parties see fit and the owners of Parcel A and Parcel B-2 may agree to increase or decrease the annual operation and maintenance fee by unanimous written consent.

9. Utility Service to Well and Pump. All parties hereto acknowledge that the Well house and Pump are currently provided electricity under a utility account held by GARY O. VIEBROCK and DONNA M. VIEBROCK for their residence on Parcel D. Electricity used by the Well house and Pump is separately metered so the proportionate share of the monthly utility bill associated with the Well house and Pump can be calculated. On or before the first day of July of each year, GARY O. VIEBROCK and DONNA M. VIEBROCK shall provide a written accounting of meter readings from the Well house and Pump meter, along with an invoice for the cost of electricity supplied to the Well house and Pump. Within fifteen (15) days after receipt of the annual accounting and invoice, the HENRY VIEBROCK LIVING TRUST and JAMES C. VIEBROCK and KAY L. VIEBROCK shall each pay one-half of the invoice amount to GARY O. VIEBROCK and DONNA M. VIEBROCK.

Within three (3) years from the effective date of this Instrument, the HENRY VIEBROCK LIVING TRUST or JAMES C. VIEBROCK and KAY L. VIEBROCK shall establish a new and separate account for electricity supplied to the Well house and Pump via an underground power line from Parcel A or Parcel B-2. Thereafter, the cost of electricity supplied to the Well house and Pump will be invoiced by the account holder and equally divided between Parcel A and Parcel B-2. Upon the connection of the Well house and Pump to the new electric line and account, or on the third anniversary of the effective date of this Instrument, whichever occurs first, the existing power supply to the Well house and Pump from Parcel D may be disconnected by GARY O. VIEBROCK and DONNA M. VIEBROCK without further notice.

10. Emergency Repair Expenses. An owner of Parcel A or an owner of Parcel B-2 may act unilaterally to restore the flow of water in an emergency situation without the consent of the owners of the other parcel. An emergency situation is defined as failure of any shared portion of the water system to deliver water upon demand. Emergency repair expenses shall be equally shared among the owners of Parcel A and Parcel B-2. If it later determined that an emergency situation did not exist, the person acting unilaterally shall be individually responsible for all costs incurred.

11. Water Quality Testing and Remediation. At the written request of any owner of Parcel A or Parcel B-2, a water sample shall be drawn from the Well and tested by a State certified testing laboratory. The cost of testing shall be paid as a shared operation and maintenance expense. If the testing reveals any significant water quality deficiency, remedial action shall be implemented as an ordinary and necessary shared maintenance expense.

12. Termination of Easement Rights Upon Suspension of Use or Abandonment of Well. In the event the Well is abandoned and decommissioned, or use of the Well to provide water to Parcel A and Parcel B-2 is suspended for 366 consecutive calendar days, the easement rights granted herein for the protection of the Well, for the existing water pipeline, and for access to the Well shall automatically terminate and expire without further notice.

13. Binding Agreement. All of the rights, duties and obligations under this Instrument shall run with the several parcels described herein and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors or assigns. However, no right or benefit under this Instrument may be transferred, assigned or conveyed to the owner(s) of any other parcel not described herein without the unanimous written consent of the parties hereto.

14. Default or Breach. It is understood and agreed among the parties that in the case of breach or default by any party regarding the terms, conditions and requirements of this Instrument, and upon failure of the defaulting party to remedy said default or breach within ten (10) days after mailing of written notice by certified mail, postage prepaid to the defaulting

party, any or all of the non-defaulting parties shall have the right to pursue any legal remedy allowed under Idaho law to enforce this Instrument including the recording of a lien against the defaulting party's real property. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.

15. Dispute Resolution. All decisions regarding necessary repairs, replacement, improvement or any other issues concerning the management and operation of the water system shall be resolved by majority rule with each connected Parcel entitled to one (1) vote regardless of the number of individual owners of each Parcel. In the event of a tie vote on any issue, the deadlock shall be resolved through the toss of a coin. The opposing positions of the deadlock shall each be represented by one side of the coin. In the presence of all parties, the coin shall be tossed into the air and allowed to fall without interference to a flat surface. The position represented by the side of the coin facing up shall be enacted. In the event that a deadlock cannot be separated into two sides of an issue, then the matter shall be submitted to mediation within a reasonable time not to exceed thirty (30) days. All parties shall participate in the mediation process. The mediator will be chosen by the parties acting in good faith within ten (10) days after giving written notice of the election to mediate by one party to the other parties. The mediator shall be selected from a list of court approved mediators maintained by the First Judicial District of Kootenai County, Idaho. In the event the parties cannot agree on the mediator, the Administrative Judge of the First Judicial District of Kootenai County shall appoint the mediator. The parties agree to share all mediation costs equally. In the event the parties cannot resolve the matter through mediation, then the matter will be resolved by compulsory and binding arbitration under the procedures of the Idaho Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. All arbitration costs shall be shared equally by the parties.

16. Construction and Interpretation. The law of the State of Idaho shall apply to this Instrument and the proper venue shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against any party.

17. Attorney's Fees. In the case of any legal action or arbitration commenced hereunder, the prevailing party shall be awarded attorney's fees and costs, whether in district or appellate court, against the non-prevailing party or parties.

18. Modification and Merger. This Instrument may be modified or amended by the unanimous written consent of the parties hereto or their respective successors or assigns. Any and all amendments to this Instrument must be in writing, signed by all parties and recorded in the office of the Kootenai County Recorder. This Instrument constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Instrument on the dates acknowledged below.

Henry Viebrock Living Trust, u/a July 24, 2014

Henry Viebrock, Jr.
Henry Viebrock, Jr. Trustee

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of December, 2014 before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Henry Viebrock, Jr.**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Henry Viebrock Living Trust, u/a July 24, 2014, and acknowledged to me that he executed the same as such Trustee. WITNESS my signature and official seal.



[Signature]
Notary for the State of Idaho
Commission Expires: 6-1-2017

James C. Viebrock
JAMES C. VIEBROCK

Kay L. Viebrock
KAY L. VIEBROCK

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 9 day of December, 2014, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **James C. Viebrock and Kay L. Viebrock**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



[Signature]
Notary for the State of Idaho
Commission Expires: 6-1-2017

Jody Bradbury
JODY BRADBURY

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of December, 2014, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Jody Bradbury**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same. WITNESS my signature and official seal.



[Signature]
Notary for the State of Idaho
My commission Expires: 6-1-2017

Gary O. Viebrock
GARY O. VIEBROCK

Donna M. Viebrock
DONNA M. VIEBROCK

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of December, 2014, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Gary O. Viebrock and Donna M. Viebrock**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



[Signature]
Notary for the State of Idaho
Commission Expires: 6-1-2017

Exhibit "A"

A parcel of land being on the East side of the East right of way line of Idaho Road and being a portion of Lot 2, Block 1, VIEBROCK ACRES according to the Plat recorded in Book I at Page 247, records of Kootenai County Idaho, lying situated in Gov't Lot 4 & the SW ¼ NW ¼ Section 2, Township 51 North, Range 5 West Boise Meridian, more particularly described as follows, to-wit:

BEGINNING at a rebar 5/8 inch diameter marking the Northwest corner of said Lot 2, Block 1, VIEBROCK ACRES, Kootenai County Idaho;

thence North 89°55'25" East (shown of record to be North 89°55'57" East - 643.60 feet) along the North line of said Lot 2, Block 1 a distance of 643.43 feet to a rebar 5/8 inch diameter;

thence South 0°12'39" East along the East line of said Lot 2 Block 1 a distance of 344.07 feet to the North corner of a parcel of land as described in that certain Quit Claim Deed recorded as Instrument No. 2410591000 records of Kootenai County Idaho, being a rebar ½ inch diameter;

Thence Southerly along the Westerly boundary of the said parcel as follows:

South 7°27'24" West 227.09 feet to a rebar ½ inch diameter,
South 5°51 '30" East 108.67 feet to a rebar ½ inch diameter;
South 24°45'46" West 51.73 feet to a rebar ½inch diameter;

Thence South 89°36'06" West 341.75 feet to a rebar ½ inch diameter;

Thence North 0°27'14" West 173.89 feet to a rebar ½ inch diameter;

Thence South 88°45'43" West 257.18 feet to a point in the West line of said Lot 2, Block 1 being a rebar ½ inch diameter;

Thence North 0°27'13" West along said West line 557.53 feet to the TRUE PLACE OF BEGINNING.

Exhibit "B-1"

Lot 4, Block 1, VIEBROCK ACRES according to the plat recorded in Book I of Plats at Page 247, records of Kootenai County Idaho, TOGETHER WITH a parcel of land described as follows:

BEGINNING at the Northwest corner of said Lot 4, Block 1, VIEBROCK ACRES,

Thence, South 7°27'24" West 227.09 feet to a rebar ½ inch diameter;

Thence South 5°51 '30" East 108.67 feet to a rebar ½ inch diameter;

Thence South 24°45'46" West 51.73 feet to a rebar ½inch diameter;

Thence South 89°36'06" West 341.75 feet to a rebar ½ inch diameter;

Thence North 00°27'14" West 173.89 feet to a rebar ½ inch diameter;

Thence South 88°45'43" West 257.18 feet to a point in the West line of Lot 2, Block 1, VIEBROCK ACRES, being a rebar ½ inch diameter;

Thence South 00°27'13" East 429.91 feet;

Thence North 89°36'08" East 639.25 feet to the Southwest corner of Lot 4, Block 1, VIEBROCK ACRES,

Thence North 00°12'39" West along the West line of said Lot 4 Block 1 a distance of 639.78 feet to the TRUE POINT OF BEGINNING.

Exhibit “B-2”

The South 450 feet of the North 500 feet of the East 640 feet of the West 1,280 feet of the Southwest Quarter of the Northwest Quarter of Section 2, Township 51, North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Exhibit “C”

The South 450 feet of the North 500 feet of the West 640 feet of the Southwest Quarter of the Northwest Quarter of Section 2, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Exhibit “D”

The South 820 feet of the Southwest Quarter of the Northwest Quarter of Section 2, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Form 238-7
9/82

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

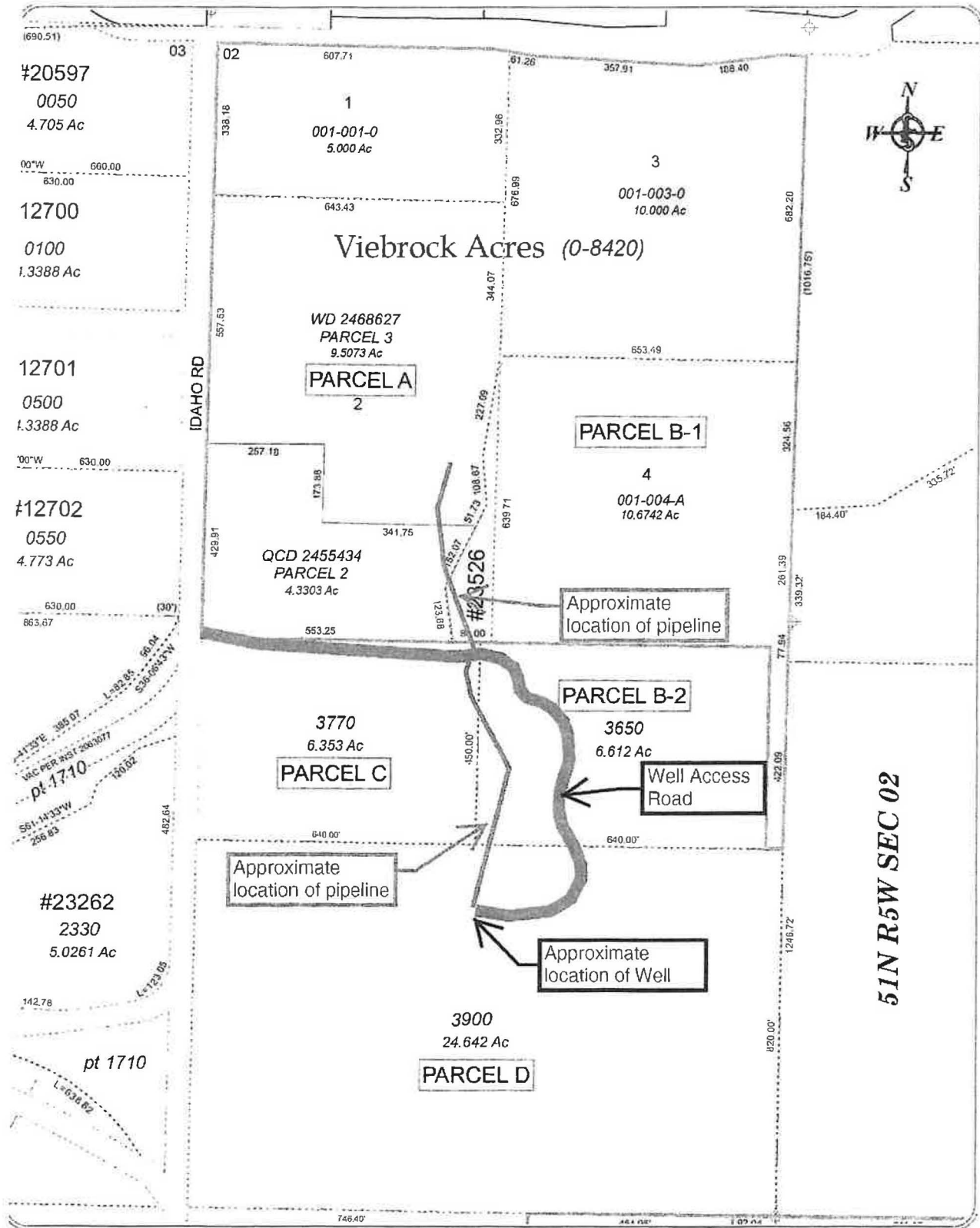
TYPEWRITER OR
BALLPOINT PEN

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

[illegible]

95-13421

Exhibit "F"





IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 11, 2026

KARIE L MARTIN
13874 N IDAHO RD
RATHDRUM ID 83858-7499

Re: Change in Ownership for Water Right No(s): 95-13419

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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

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

If you have any questions concerning the enclosed information, please contact me at 208-762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)