

MAR 26 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR/NORTH

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
85-11158	Yes ☐	Yes ☐		Yes ☐	Yes ☐
85-11160	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: The Osborne Family Partnership

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Brian Richard Todd and Hidie Marie Todd

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

1030 Reams Rd
Mailing address
208-503-9151
Telephone

Moscow Idaho 83843
City State Zip
hidietodd@gmail.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: January 4th, 2024
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.

SUPPORT DATA

IN FILE # 85-11158

8. Signature: Brian Todd March 15, 2024
 Signature of new owner/claimant Title, if applicable Date
Brian Todd
 Print name
 Signature: Hidie Todd March 15, 2024
 Signature of new owner/claimant Title, if applicable Date
Hidie Todd
 Print name

For IDWR Office Use Only:

Received by MS Date 4/3/24 Receipt No. N044482 Receipt Amt. \$50.00
 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 NS Date 4/14/24

Instrument # 911919

NEZ PERCE COUNTY, IDAHO
01-04-2024 12:44:20 PM No. of Pages: 5
Recorded for: TITLEONE - NORTH IDAHO
PATTY WEEKS Fee: \$15.00
Ex-Officio Recorder Deputy Mykayla Flores
Index to: WRNTY/QCD (101)
Electronically Recorded by Simplifile



TitleOne
a title & escrow co.

Order Number: 23489705

Warranty Deed

For value received,

The Osborn Family Partnership, An Idaho Limited Partnership

the grantor, does hereby grant, bargain, sell, and convey unto

Brian Richard Todd and Hidie Marie Todd, husband and wife

whose current address is 20704 Summit Grade Lenore, ID 83541

the grantee, the following described premises, in Nez Perce County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

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The Osborn Family Partnership, An Idaho Limited Partnership

By: Jill Ann Osborn

Jill Ann Osborn, General Partner

State of ID, County of ADA, ss.

On this 29th day of December in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jill Ann Osborn known or identified to me to be the authorized partner of the partnership of The Osborn Family Partnership and the partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

Carrie Woods

Notary Public

Residing at: _____

My Commission Expires: _____

(seal)

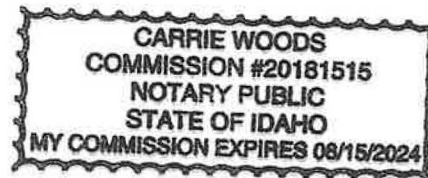


EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

All of the following property in the County of Nez Perce, State of Idaho, to-wit:

The North Half of the Southwest Quarter of Section 3, Township 36 North, Range 2 West of the Boise Meridian; the South Half of the Northwest Quarter of Section 3, Township 36 North, Range 2 West of the Boise Meridian; the Northeast Quarter of the Northwest Quarter of Section 3, Township 36 North, Range 2 West of the Boise Meridian and the Northwest Quarter of the Northeast Quarter of Section 3, Township 36 North, Range 2 West of the Boise Meridian.

ALSO:

The Northeast Quarter of the Southeast Quarter of Section 34, Township 37 North, Range 2 West of the Boise Meridian and the South Half of the Southeast Quarter of Section 34, Township 37 North, Range 2 West of the Boise Meridian.

EXCEPTING THEREFROM:

That part of the Northeast Quarter of Section 34, Township 37 North, Range 2 West of the Boise Meridian, more particularly described as follows:

Beginning at the iron pin marking the Northeast corner of said Northeast Quarter, Southeast Quarter of said Section 34; thence South 89°54' West 1327.15 feet to an iron pin marking the Northwest corner of the Northeast Quarter, Southeast Quarter of said Section 34; thence South 4°27'54" East 375.78 feet to a pin in the existing fence line; thence North 89°27'15" East 940.26 feet to a point on the County Road; thence North 80°53'17" East along the centerline of the County Road 352.93 feet; thence North 1°41'27" East along the fence line marking the East line of the Southeast Quarter of said Section 34, 311.88 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:

That part of Section 34, Township 37 North, Range 2 West of the Boise Meridian, more particularly described as follows:

Commencing at the South Quarter corner of said Section 34; thence North 0°25'57" East along the West line of the Southeast Quarter of said Section 34, 1104.0 feet to the Point of Beginning; thence continue North 0°25'57" East 216.0 feet; thence North 89°54'51" East 151.36 feet; thence South 7°45'54" West 140.81 feet; thence South 60°11'38" West 154.39 feet to the Point of Beginning.

AND ALSO EXCEPTING THEREFROM:

A part of the Southeast Quarter of Section 34, Township 37 North, Range 2 West of the Boise Meridian, and the Northeast Quarter of Section 3, Township 36 North, Range 2 West of the Boise Meridian, more particularly described as follows:

Commencing at an iron pin marking the East Quarter corner of said Section 34 from which the Southeast corner of Section 34 bears South 0°10'35" East; thence from said East Quarter corner of Section 34 South 0°10'35" East, a distance of 311.88 feet to a point standing on the centerline of a County Road known locally as the Summit Grade, said point being the TRUE POINT OF BEGINNING; thence South 78°43'36" West along said centerline (North 80°53'17" East - W. D., Instrument No. 514683), a distance of 277.73 feet to the beginning of a curve to the left,

having a radius of 71.63 feet; thence Southwesterly along said curve, through a central angle of $92^{\circ}37'58''$, an arc length of 115.81 feet to end of curve; thence South $13^{\circ}54'22''$ East, a distance of 318.77 feet; thence South $2^{\circ}56'49''$ East, a distance of 299.14 feet to the beginning of a curve to the right, having a radius of 91.07 feet; thence along said curve through a central angle of $82^{\circ}35'49''$, an arc length of 131.28 feet to the end of curve; thence South $79^{\circ}39'$ West, a distance of 155.86 feet to the beginning of a curve to the left, having a radius of 112.73 feet; thence along said curve through a central angle of $56^{\circ}02'50''$, an arc length of 110.28 feet to the end of curve; thence South $23^{\circ}36'10''$ West, a distance of 161.02 feet; thence South $41^{\circ}15'10''$ West a distance of 169.60 feet to the beginning of a curve to the left, having a radius of 86.90 feet; thence along said curve through a central angle of $32^{\circ}06'03''$, an arc length of 48.69 feet to the end of curve; thence South $9^{\circ}09'07''$ West, a distance of 51.55 feet to the beginning of a curve to the left, having a radius of 308.64 feet; thence along said curve through a central angle of $29^{\circ}03'46''$, an arc length of 156.56 feet to the end of curve; thence South $19^{\circ}54'39''$ East a distance of 603.12 feet to the beginning of a curve to the right, having a radius of 72.76 feet; thence along said curve through a central angle of $72^{\circ}08'25''$, an arc length of 91.61 feet to the end of curve; thence South $52^{\circ}13'46''$ West, a distance of 305.87 feet to the beginning of a curve to the left, having a radius of 196.65 feet; thence along said curve through a central angle of $36^{\circ}34'51''$, an arc length of 125.55 feet to the end of curve; thence South $15^{\circ}38'55''$ West, a distance of 158.45 feet to the beginning of a curve to the right, having a radius of 187.92 feet; thence along said curve through a central angle of $43^{\circ}30'54''$, an arc length of 142.72 feet to the end of curve; thence South $59^{\circ}09'49''$ West, a distance of 97.38 feet to the beginning of a curve to the left, having a radius of 260.62 feet; thence along said curve through a central angle of $36^{\circ}07'39''$, an arc length of 164.33 feet to the end of curve; thence South $23^{\circ}02'10''$ West a distance of 62.05 feet to the beginning of a curve to the right, having a radius of 136.36 feet; thence along said curve through a central angle of $24^{\circ}48'57''$, an arc length of 59.06 feet to the end of curve; thence South $47^{\circ}51'07''$ West a distance of 149.43 feet to the beginning of a curve to the left, having a radius of 326.39 feet; thence along said curve through a central angle of $32^{\circ}27'23''$, an arc length of 184.89 feet to the end of curve; thence South $15^{\circ}23'44''$ West, a distance of 452.87 feet to the intersection of the centerline of Summit Grade with the intersection of the centerline of that County Road known locally as Jacks Canyon Road; thence along the centerline of said Jacks Canyon Road North $71^{\circ}31'42''$ East a distance of 145.50 feet; thence North $59^{\circ}37'26''$ East a distance of 333.71 feet to the beginning of a curve to the right, having a radius of 214.85 feet; thence along said curve through a central angle of $38^{\circ}29'10''$, an arc length of 144.32 feet to the end of said curve; thence South $81^{\circ}53'24''$ East, a distance of 22.55 feet to the beginning of a curve to the left, having a radius of 274.25 feet; thence along said curve through a central angle of $32^{\circ}31'29''$, an arc length of 155.68 feet to the end of curve; thence North $65^{\circ}35'07''$ East, a distance of 123.94 feet to the beginning of a curve to the right, having a radius of 329.74 feet; thence along said curve through a central angle of $18^{\circ}56'21''$, an arc length of 109.00 feet to the end of curve; thence North $84^{\circ}31'28''$ East, a distance of 119.58 feet to the beginning of a curve to the right, having a radius of 108.69 feet; thence along said curve through a central angle of $82^{\circ}18'43''$, an arc length of 156.14 feet to the end of curve; thence South $13^{\circ}09'49''$ East, a distance of 77.97 feet to the beginning of a curve to the left, having a radius of 286.70 feet; thence along said curve through a central angle of $31^{\circ}10'55''$, an arc length of 156.03 feet to the end of curve; thence South $44^{\circ}20'44''$ East, a distance of 188.29 feet to the beginning of a curve to the left, having a radius of 79.09 feet; thence along said curve through a central angle of $69^{\circ}38'00''$, an arc length of 96.12 feet to the end of curve; thence North $66^{\circ}01'16''$ East, a distance of 107.81 feet to the East line of Section 3; thence leaving the centerline of said Jacks Canyon Road North $1^{\circ}08'02''$ West, along the East line of said Section 3, a distance of 1371.44 feet to an iron pin with aluminum cap marking the Northeast corner of said Section 3; thence North $0^{\circ}10'35''$ West along the East line of Section 34, a distance of 2312.46 feet to the POINT OF BEGINNING.

The Osborn Family Partnership, An Idaho Limited Partnership

By:

Jean M. Osborn

Jean M. Osborn, General Partner

State of New Mexico County of Grant, ss.

On this 28th day of December in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jean M. Osborn known or identified to me to be the partner of the partner in the partnership of The Osborn Family Partnership and the partners who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

Donna Holguin

Notary Public

Residing at: Silver City, NM

My Commission Expires: March 8, 2024
(seal)

DONNA HOLGUIN NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1064734 COMMISSION EXPIRES: 03-08-2024



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

April 04, 2024

BRIAN RICHARD TODD
HIDIE MARIE TODD
1030 REAMS RD
MOSCOW ID 83843-7836

Re: Change in Ownership for Water Right No(s): 85-11158 & 85-11160

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)