

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT - 9 2013
IDWR/NORTHERN

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-12911	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Wanda Peters Doug Peters
Name of current water right holder/claimant

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

Floyd McGehee Carole McGehee
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

17431 Magnolia Bridge Road
Mailing address City State ZIP

Greenwell Springs, La. 70739
Telephone 225 933-8658 Email carole.mcgehee1@cox.net/

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:

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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):
 - ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.

8. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
Approved by _____ Processed by _____ Date _____



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THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 41177264

DATE

3 LISTING AGENCY Tomlinson Sotheby's Int'l Realty

Office Phone # 667-1551

Fax # 208 664-2098

4 Listing Agent Karen Corcoran

E-Mail

5 SELLING AGENCY Tomlinson Sotheby's Int'l Realty

Office Phone # 667-1551

Phone # 208 929-2752

6 Selling Agent Chris Fillios

E-Mail cfillios@jrcda.com

Fax # 208 664-2098

Phone # 208 818-5583

8 1. BUYER: Floyd & Carole McGehee

9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
10 "PROPERTY" COMMONLY KNOWN AS 6561 W Wapiti Trail

11 Coeur d Alene

City Kootenai

County, ID, Zip ID, 83814 legally described as:

12 NW-NW-SW 33 N49N 04W

13 OR Legal Description Attached as addendum # (Addendum must accompany original offer.)

15 2. \$180,000.00

PURCHASE PRICE: One Hundred Eighty Thousand and Zero/100

16 payable upon the following TERMS AND CONDITIONS (not including closing costs): DOLLARS,

18 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

20 (A). \$ 1,000.00

21 EARNEST MONEY: BUYER hereby deposits One Thousand and Zero/100

22 DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):

23 deposited in trust account ☐ upon receipt, or ☒ upon acceptance by BUYER and SELLER and shall be held by: ☐ Listing Broker ☒ Selling Broker

24 THE RESPONSIBLE BROKER SHALL BE: Jeff Bond for the benefit of the parties hereto.

27 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
28 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
29 within 7 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
30 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
31 the sale of BUYER'S current residence or other property to be sold.

33 (C). \$ 130,000.00

34 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

35 ☒ FIRST LOAN of \$ 130,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA, ☐ RURAL

36 DEVELOPMENT, ☐ OTHER with interest not to exceed 4.750 % for a period of

37 30 year(s) at: ☒ Fixed Rate ☐ Other In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated
38 financing, BUYER's Earnest Money may be returned at BUYER'S request. BUYER shall pay no more than 0 point(s) plus origination fee if any.

39 ☐ N/A. SELLER shall pay no more than 0 point(s). Any reduction in points shall first accrue to the benefit of the ☒ BUYER ☐ SELLER ☐ Divided Equally

41 ☐ SECOND LOAN of \$ 0.00

42 ☐ Other with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate
43 point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

45 LOAN APPLICATION: BUYER ☐ has applied ☒ shall apply for such loan(s) within 5 business days (five [5] if left blank) of SELLER'S acceptance.
46 Within 10 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
47 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
48 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
49 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
50 BUYER(S) in writing of such cancellation within 3 business days (three [3] if left blank) after written confirmation was required. If SELLER does not
51 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
52 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
53 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
54 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
55 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed
56 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or
57 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA
58 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the
59 appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

61 (D). \$ 0.00

62 ADDITIONAL FINANCIAL TERMS:

63 ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
64 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

65 (E). \$ 49,000.00

66 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at

67 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If
68 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
shall be adjusted at closing of escrow in: ☐ Cash ☒ Other personal check

BUYER'S Initials () () Date

SELLER'S Initials () () Date

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