

RECEIVED

MAY 23 2022

DEPARTMENT OF
WATER RESOURCESSTATE 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?
63-22343	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: John Calhoun
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stetson Homes, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 339 West State Street Suite 101 Eagle Idaho 83616
Mailing address City State Zip
- 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: 1/29/2021
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: [Signature] VP 5-23-22
 Signature of new owner/claimant Title, if applicable Date
[Signature]
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

 Print name

For IDWR Office Use Only:
 Received by gmh Date 5-23-22 Receipt No. C112859 Receipt Amt. 25
 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 SP Date 6/21/22



0004615679

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0004615679

Date Filed: 2/18/2022 10:20:06 AM

Entity Name and Mailing Address:

Entity Name: STETSON HOMES INC.
The file number of this entity on the records of the Idaho Secretary of State is: 0000312672
Address: 339 W STATE ST
STE 101
EAGLE, ID 83616-4944

Entity Details:

Entity Status: Active-Good Standing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C101126

The registered agent on record is:

Registered Agent: STANLEY J. RAY
Registered Agent
Physical Address
339 W STATE ST
SUITE 101
EAGLE, ID 83616
Mailing Address

Corporate Officers and Directors:

Name	Title	Business Address
Stan Ray	President	4544 N PARK LN EAGLE, ID 83616
Rustin Ray	Vice President	5003 N. HIGH PRAIRIE PL. STAR, ID 83669
Lori Dickson	Secretary	820 S. NECTARINE ST NAMPA, ID 83686
Spencer D Ray	Treasurer	403 E. WILLOWCREEK DR. MIDDLETON, ID 83644

The annual report must be signed by an authorized signer of the entity.**Job Title:** Vice PresidentRustin Ray02/18/2022

Sign Here

Date

B0683-9573 02/18/2022 10:20 AM Received by ID Secretary of State Lawrence Denney



8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 754144 MV/SK

WARRANTY DEED

For Value Received James L. Jewett, an unmarried man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Stetson Homes, Inc., an Idaho Corporation

hereinafter referred to as Grantee, whose current address is 339 West State Street Suite 101 Eagle, ID
83616

The following described premises, to-wit:

Parcel No. S1213233965

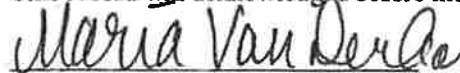
See attached "Exhibit A"

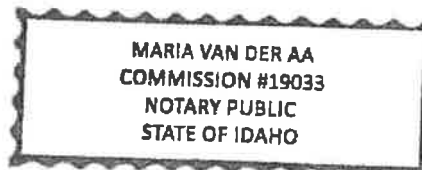
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 29, 2021


James L. Jewett
State of Idaho County of Ada

This record was acknowledged before me on 1-29-2021 by James L. Jewett


Signature of notary public
Commission Expires:



RESIDING IN EAGLE, ID
COMMISSION EXPIRES AUG 13, 2022



8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 NIKOLA OLSON
PIONEER TITLE COMPANY OF ADA COUNTY

2021-016462
01/29/2021 04:50 PM
\$15.00

File No. 754144 MV/SK

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83616

The following described premises, to-wit:

Parcel No. S1213233965

See attached "Exhibit A"

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 29, 2021

James L. Jewett

State of Idaho

County of Ada

This record was acknowledged before me on 1-29-2021 by James L. Jewett

Maria Van Der Aa

Signature of notary public

Commission Expires:

RESIDING IN EAGLE, ID
COMMISSION EXPIRES AUG 13, 2022

MARIA VAN DER AA
COMMISSION #19033
NOTARY PUBLIC
STATE OF IDAHO

Parcel No. S1213233965

A parcel of land being a portion of the Southwest Quarter of the Northwest Quarter, Section 13, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho and more particularly described as follows:

Beginning at an iron pin marking the Southwest corner of said Southwest Quarter of the Northwest Quarter, Section 13; thence

North 00°00'35" West, 344.00 feet to a P.K. nail being the Real Point of Beginning; thence continuing

North 00°00'35" West, 363.93 feet to a P.K. nail marking the centerline of Kennedy Lateral; thence leaving said Westerly boundary and along the centerline of said Kennedy Lateral

South 56°05'40" East, 192.55 feet to a point; thence

South 77°14'25" East, 98.02 feet to a point; thence

South 81°30'40" East, 148.80 feet to a point; thence leaving said centerline of the Kennedy Lateral

South 00°00'35" East, 212.83 feet to an iron pin; thence

South 89°59'23" West, 402.55 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion deeded to Ada County Highway District by Warranty Deed recorded July 30, 2020 as Instrument No.: 2020-095880, more particularly described as follows:

48-Foot Right of Way Dedication for N. Linder Rd.

BASIS OF BEARING for this description is South 0°00'35" East between an aluminum cap monument marking the northwest corner of Section 13 and a 5/8" rebar with an Illegible cap marking the W1/4 corner of Section 13, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

A parcel of land located In the NW1/4 of Section 13, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap monument marking the northwest corner of said Section 13;

Thence South 0°00'35" East, coincident with the westerly boundary of said NW1/4 of Section 13, a distance of 1948.81 feet to the POINT OF BEGINNING;

Thence leaving said westerly boundary of the NW1/4, South 56°05'40" East, coincident with the southerly boundary of the Landing Subdivision No. 12, as recorded In Book 114 of Plats, at Pages 16940-42, Ada County Records, 57.84 feet to a 5/8" rebar cap PLS 14221;

Thence South 0°00'35" East, parallel with said westerly boundary of the NW1/4, a distance of 331.68 feet to a 5/8" rebar cap PLS 14221;

Thence South 89°59'23" West, coincident with the northerly boundary of the Landing Subdivision No. 7, as recorded In Book 69 of Plats, at Pages 7085-7086, Ada County Records, 48.00 feet to a 5/8" rebar with no cap on said westerly boundary of the NW1/4;

Thence North 0°00'35" West, coincident with said westerly boundary of the NW1/4, a distance of 363.95 feet to the POINT OF BEGINNING.

**ASSIGNMENT AND ASSUMPTION
OF GRANTOR RIGHTS**

This Assignment and Assumption of Grantor Rights (this "Assignment") is made this 29th day of January, 2021 (the "Effective Date"), by JLJ, Inc ("Assignor") and Stetson Homes Inc., an Idaho corporation ("Assignee").

RECITALS

- A. JLJ, Inc (James L Jewett) is the Grantor named under that certain Master Declaration of Covenants, Conditions & Restrictions for The Landing Subdivision, recorded in the Ada County Recorder's Office on May 18th, 2018 as Instrument No 2018-045524, as supplemented and amended from time to time (the "Master Declaration").
- B. Grantor holds certain rights pursuant to the Master Declaration, including the right to annex additional property to The Landing Subdivision at any time pursuant to Article XII, Section 12.01.
- C. Assignee is the owner of a parcel of land adjacent to The Landing Subdivision, identified as Parcel No. S1213233965 in Ada County, Idaho, (the "Property" or "The Landing No. 13").
- D. Assignor desires to assign to Assignee, its rights, powers and reservations as Grantor under the Declaration.
- E. Assignee desires to assume Assignor's rights, powers and reservations as Grantor under the Declaration.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that (a) Assignor does hereby fully assign and transfer any and all of its right, title and interest as Grantor under the Master Declaration to Assignee, (b) Assignee hereby accepts and assumes all of Assignor's right, title and interest as Grantor under the Declaration. Assignee agrees to indemnify and hold Assignor harmless from any third-party claims arising out of or related to Assignee's exercise of Grantor rights under the Declaration. The recitals are incorporated herein by this reference and made a part hereof.

**ASSIGNMENT AND ASSUMPTION
OF GRANTOR RIGHTS**

This Assignment and Assumption of Grantor Rights (this "Assignment") is made this 29th day of January, 2021 (the "Effective Date"), by JLJ, Inc ("Assignor") and Stetson Homes Inc., an Idaho corporation ("Assignee").

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ASSIGNMENT

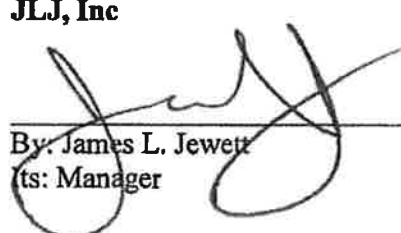
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IN WITNESS WHEREOF, the undersigned have duly executed this Assignment the respective dates set forth below. Each person executing this Agreement thereby represents that he or she has been duly authorized by the party for which he or she signs.

ASSIGNOR:

JLJ, Inc

DATED: 1-29, 2021

By: 
Its: Manager

ASSIGNEE:

Stetson Homes, Inc

DATED: _____, 2021

By: Rustin Ray
Its: Manager

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of January, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared James L Jewett, known or identified to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.



Maria VanDerAa
Notary Public for Idaho
Residing at _____
My commission expires: _____

RESIDING IN EAGLE, ID
COMMISSION EXPIRES AUG 13, 2022

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rustin Ray, known or identified to me to be an authorized representative of Stetson Homes Inc., 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.

Notary Public for Idaho
Residing at _____
My commission expires: _____

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared James L Jewett, known or identified to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.

Notary Public for Idaho

Residing at _____

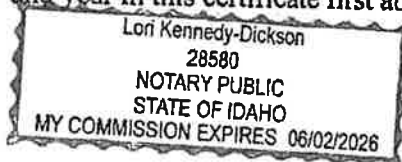
My commission expires: _____

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 29 day of January, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rustin Ray, known or identified to me to be an authorized representative of Stetson Homes Inc., 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.



Lori Kennedy-Dickson
Notary Public for Idaho
Residing at Nampa ID
My commission expires: 06/02/26

29 9 of 33

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment the respective dates set forth below. Each person executing this Agreement thereby represents that he or she has been duly authorized by the party for which he or she signs.

ASSIGNOR:

JLJ, Inc

DATED: _____, 2021

By: James L. Jewett
Its: Manager

ASSIGNEE:

Stetson Homes, Inc

DATED: Jan 29, 2021

By: Rustin Ray
Its: Manager

048 of 77

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

5/20/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 63-22343

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOHN CALHOUN 10111 SENECA DR BOISE, ID 83709-4641

Priority Date: 09/10/1910

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.06 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWSWNW|Sec. 13|Township 03N|Range 01W|ADA County

Place(s) of use:

Place of Use Legal Description: STOCKWATER ADA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	01W	13		SWNW										

Place of Use Legal Description: DOMESTIC ADA County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03N	01W	13		SWNW										

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. STOCKWATER, 60 RANGE CATTLE PARCEL NO. S1213233965 PROPERTY ALSO KNOWN AS 660 S LINDER, MERIDIAN.

Dates:

Licensed Date:

Decreed Date: 03/31/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

State of Idaho
Department of Water Resources

Water Right

63-22343

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01W



- ⊙ Point of Diversion
- ▭ Place Of Use Boundary
- ▭ Townships
- ▭ PLS Sections
- ▭ Quarter Quarters

0 0.035 0.07 0.14 Miles



State of Idaho
Department of Water Resources

Water Right
63-22343

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01W



- ⊛ Point of Diversion
- ▭ Place Of Use Boundary
- ▭ Townships
- ▭ PLS Sections
- ▭ Quarter Quarters

0 0.035 0.07 0.14 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 22, 2022

STETSON HOMES INC
339 W STATE ST STE 101
EAGLE ID 83616-4944

Re: Change in Ownership for Water Right No(s): 63-22343

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)287-4921.

Sincerely,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1

Enclosure(s)