

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 21 2021

Department of Water Resources
Eastern Region
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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
21-2125 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-7351 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-7008 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Alice Pernella & Arthur Anderson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Paul Franzen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1792 N 7100 E Eden UT 84310
Mailing address City State ZIP
- 801-910-9812 paul@acmeutah.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: 5-11-2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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.
☐ 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] 2-17-2021
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 JB Date 4/22/2021 Receipt No. E046873 Receipt Amt. \$75. -

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 JB Processed by JB Date 4/3/2021



Instrument No. 579188
22 Day May 2020
At 04 O'Clock 03 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
AmeriTitle - Idaho Falls

WARRANTY DEED

Order No.: 373691AM

FOR VALUE RECEIVED

Billy Stronks and Katherine Stronks, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Paul Samuel Franzen, a married man

whose current address is:

1429 Millbridge Ln, West Bountiful, UT 84087

the grantee(s), the following described premises, in Fremont County, Idaho,
TO WIT:

Tract 1:

Lots 1 and 2 in Block 1 of Aspen Acres at Anderson Ranch, Fremont County, Idaho, as per the plat recorded January 27, 2015, as Instrument No 551975.

Tract 2:

Parcel "B" as shown on that certain Record of Survey, recorded April 3, 2003, as Instrument No 480464, records of Fremont County, Idaho, being further described as follows:

A parcel of land situated in the Southeast Quarter of Section 1, Township 8 North, Range 43 East, Boise Meridian, Fremont County, Idaho, and being more particularly described as follows: Commencing at the Southeast Corner of said Section 1, thence North 00°00'00" East along the East line of said Section 1, a distance of 552.02 feet; thence South 89°45'00" West and parallel with the South line of said Section 1 a distance of 979.30 feet to the point of beginning; thence North 87°00'00" West a distance of 414.85 feet; thence North 03°00'00" East a distance of 105.00 feet; thence South 87°00'00" East a distance of 414.85 feet; thence South 03°00'00" West a distance of 105.00 feet to the point of beginning.

Tract 3:

Together with an access easement 20 feet in width lying on either side of the following described centerline: Commencing at the Southeast Corner of Section 1, thence South 89°45'00" West along the South line of said Section 1, said line also being the centerline of County Road 1100 North, a distance of 1136.06 feet to the point of beginning; thence North 01°03'40" West a distance of 163.07 feet; thence North 03°50'01" East a distance of 152.12 feet; thence North 02°32'56" West a distance of 93.54 feet; thence North 14°24'52" East a distance of 32.40 feet; thence North 46°35'25" East a distance of 131.03 feet; thence North 34°53'27" East a distance of 30.18 feet to the South line of the above described Parcel "B".

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 21, 2020

Billy Stronks

Katherine Stronks

State of Idaho } ss
County of Jefferson }

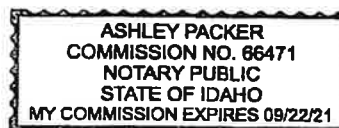
On this 22 day of May, 2020, before me, the undersigned a Notary Public in and for said state, personally appeared Billy Stronks and Katherine Stronks, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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 the State of Idaho

Residing at:

Commission Expires:

Residing in Rigby, Idaho
Commission Expires: 09-22-21





Instrument No. 557817
22 Day Apr 2016
At 08 O'Clock 42 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$13.00
JH Deputy
Recorded at Request of
Amerititle - Idaho Falls

WARRANTY DEED

Order No.: 96733AM

FOR VALUE RECEIVED

Aspen Acres, LLC, an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Billy Stronks and Katherine Stronks, husband and wife

whose current address is: PO BOX 413, Ashton, ID 83420

the grantee(s), the following described premises, in Fremont County, Idaho, TO WIT:

Tract 1:

Lots 1 and 2 in Block 1 of Aspen Acres at Anderson Ranch, Fremont County, Idaho, as per the plat recorded January 27, 2015, as Instrument No 551975.

Tract 2:

Parcel "B" as shown on that certain Record of Survey, recorded April 3, 2003, as Instrument No 480464, records of Fremont County, Idaho, being further described as follows:

A parcel of land situated in the Southeast Quarter of Section 1, Township 8 North, Range 43 East, Boise Meridian, Fremont County, Idaho, and being more particularly described as follows: Commencing at the Southeast Corner of said Section 1, thence North 00°00'00" East along the East line of said Section 1, a distance of 552.02 feet; thence South 89°45'00" West and parallel with the South line of said Section 1 a distance of 979.30 feet to the point of beginning; thence North 87°00'00" West a distance of 414.85 feet; thence North 03°00'00" East a distance of 105.00 feet; thence South 87°00'00" East a distance of 414.85 feet; thence South 03°00'00" West a distance of 105.00 feet to the point of beginning.

Tract 3:

Together with an access easement 20 feet in width lying on either side of the following described centerline: Commencing at the Southeast Corner of Section 1, thence South 89°45'00" West along the South line of said Section 1, said line also being the centerline of County Road 1100 North, a distance of 1136.06 feet to the point of beginning; thence North 01°03'40" West a distance of 163.07 feet; thence North 03°50'01" East a distance of 152.12 feet; thence North 02°32'56" West a distance of 93.54 feet; thence North 14°24'52" East a distance of 32.40 feet; thence North 46°35'25" East a distance of 131.03 feet; thence North 34°53'27" East a distance of 30.18 feet to the South line of the above described Parcel "B".

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 15, 2016

Aspen Acres, LLC, an Idaho Limited Liability Company

BY: Nancy L. Pierce
Nancy L. Pierce, Manager

Bank of Idaho, Co-conservator of the Estate of Alice Pernella Anderson, Member

BY: Hal Peterson
Hal Peterson, Vice President

Nancy L. Pierce
Nancy L. Pierce Co-conservator of the Estate of Alice Pernella Anderson, Member

State of
County of

ID) ss
Bonneville)

On this 15 day of April, in the year 2016 before me, Amber Gneiting a Notary Public in and for said state, personally appeared Nancy L Pierce known or identified to me to be the Manager in the Limited Liability Company known as Aspen Acres LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

Amber Gneiting
Notary Public for the State of _____
Residing at: _____ Residing in Bonneville County
Commission Expires: _____ Commission Expires: 08-26-2016

AMBER GNEITING
NOTARY PUBLIC
STATE OF IDAHO

State of
County of

ID) ss
Bonneville)

On this 15 day of April, in the year 2016 before me, Amber Gneiting, a Notary Public in and for said state, personally appeared Hal Peterson Vice President of Bank of Idaho and Nancy L Pierce known or identified to me to be the Member(s) in the Limited Liability Company known as Co-conservators of the Estate of Alice Pernella Anderson who is a member of Aspen Acres LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

Amber Gneiting
Notary Public for the State of _____ Residing in Bonneville County
Residing at: _____ Commission Expires: 08-26-2016
Commission Expires: _____

AMBER GNEITING
NOTARY PUBLIC
STATE OF IDAHO

QUITCLAIM DEED

THIS INDENTURE is made this 11 day of June, 2012, by Nancy L. Pierce and the Bank of Idaho, as Co-Conservators of the estate of Alice Pernella Anderson, a single woman dealing with her sole and separate property (the "Grantor") and Aspen Acres, LLC, whose mailing address is c/o Bank of Idaho, Trust Department, P. O. Box 1487, Idaho Falls, Idaho, 83403 (the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Fremont, State of Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

[Remainder of Page Intentionally Left Blank - Signatures Page Follow]

Microfilm No. **539980**
At 4:55 Day Aug 20 12
O'Clock PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 19.00
Recorded at Request of Holden David Hahn
Craigo

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Nancy L. Pierce

Nancy L. Pierce, Co-conservator of the estate of
Alice Pernella Anderson

Bank of Idaho, Co-conservator of the estate of
Alice Pernella Anderson

By: Brandon Rhodchase

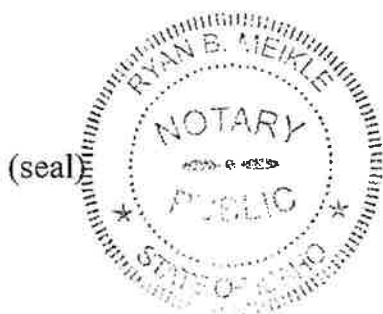
Name: Brandon Rhodchase

Title: Trust Officer

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 11 day of June, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Nancy L. Pierce, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Conservator of the estate of Alice Pernella Anderson and acknowledged to me that he executed the same as such Co-Conservator.

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



Ryan Meikle

Notary Public for Idaho

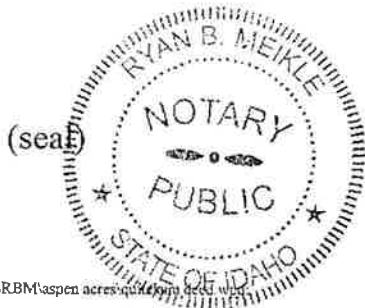
Residing at Idaho Falls, Idaho

My Commission Expires: 12-21-2015

STATE OF IDAHO)
)ss.
 County of Bonneville)

On the 11 day of June, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Brandon Rhodehouse, known or identified to me to be the trust officer of the Bank of Idaho that executed the instrument or the person who executed the instrument on behalf of the Bank of Idaho as co-conservator of the estate of Alice Pernella Anderson and acknowledged to me that the Bank of Idaho executed the same as such co-conservator.

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



Ryan Meikle
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My Commission Expires: 12-21-2015

G:\WPDATA\RB\asp\acres\quitclaim deed w\

EXHIBIT "A"

The following described property in Fremont County, Idaho:

Tract 1:

S1/2N1/2, Section 1, Township 8 N., Range 43, E.B.M.
Subject to all roadways, easements, rights of way, and reservations of record.

Tract 2:

The Southwest Quarter of Section 1, Township 8 North, Range 43 East, Boise Meridian.

Tract 3:

The Southeast ¼ of Section 1, Township 8 North, Range 43 East, Boise Meridian, Fremont County, Idaho, except the following described parcel:

A parcel of land situated in the Southeast ¼ of Section 1, Township 8 North, Range 43 East, Boise Meridian, Fremont County, Idaho, and being more particularly described as follows: Commencing at the Southeast corner of said Section 1, thence N00°00'00"E along the East line of said Section 1, a distance of 552.02 feet; thence S89°45'00"W and parallel with the South line of said Section 1 a distance of 979.30 feet to the point of beginning; thence N87°00'00"W a distance of 414.85 feet; thence N03°00'00"E a distance of 105.00 feet; thence S87°00'00"E a distance of 414.85 feet; thence S03°00'00"W a distance of 105.00 feet to the point of beginning. Said parcel contains 1.00 acres more or less.

Tract 4:

A parcel of land situated in the Southeast ¼ of Section 1, Township 8 North, Range 43 East, Boise Meridian, Fremont County, Idaho, and being more particularly described as follows: Commencing at the Southeast corner of said Section 1, thence N00°00'00"E along the East line of said Section 1, a distance of 552.02 feet; thence S89°45'00"W and parallel with the South line of said Section 1 a distance of 979.30 feet to the point of beginning; thence N87°00'00"W a distance of 414.85 feet; thence N03°00'00"E a distance of 105.00 feet; thence S87°00'00"E a distance of 414.85 feet; thence S03°00'00"W a distance of 105.00 feet to the point of beginning. Said parcel contains 1.00 acres more or less.

QUIT CLAIM DEED

The GRANTOR, Alice Pernella Anderson, for and in consideration of \$ 1.00 (one & no/100 dollars) in hand paid, conveys and quit claims to Alice Pernella Anderson, GRANTEE, the right, title and interest, if any, which GRANTOR may have in the following described real estate:

See Attached Exhibit A

2nd day of April, 2003.

Alice Pernella Anderson
Alice Pernella Anderson

STATE OF Idaho, COUNTY OF Fremont

On this day personally appeared, before me Alice Pernella Anderson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal on this 2
April, 2003.

Debbie Henscheid

My Commission Expires: 11-9-07



Microfilm No. 480466
9 day April 2003
At 1617 0000 0 N
ABBE MACE
FREMONT CO RECORDER
Fee \$ 6.00 00 Deputy
Recorded at Request of
Richard Chene

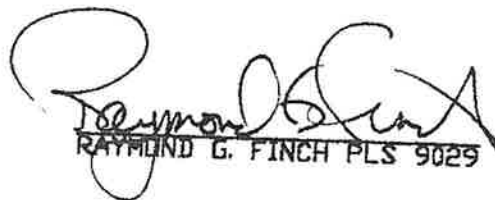
480466

LEGAL DESCRIPTION PARCEL "A"

THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 43 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 43 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 552.02 FEET; THENCE S89°45'00"W AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1 A DISTANCE OF 979.30 FEET TO THE POINT OF BEGINNING; THENCE N87°00'00"W A DISTANCE OF 414.85 FEET; THENCE N03°00'00"E A DISTANCE OF 105.00 FEET; THENCE S87°00'00"E A DISTANCE OF 414.85 FEET; THENCE S03°00'00"W A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.00 ACRES MORE OR LESS.


RAYMOND G. FINCH PLS 9029



SEE RECORD OF SURVEY-LOT SPLIT FOR ADD. INFO


MOUNTAIN VIEW
SURVEYING, Inc.

4216 MOUNTAIN VIEW DRIVE
ISLAND PARK, ID 83429

RAYMOND G. FINCH, PLS

(208)558-9269

QUIT CLAIM DEED

The GRANTOR, Alice Pernella Anderson, for and in consideration of \$ 1.00 (one & no/100 dollars) in hand paid, conveys and quit claims to Alice Pernella Anderson, GRANTEE, the right, title and interest, if any, which GRANTOR may have in the following described real estate:

See Attached Exhibit B

2nd day of April, 2003.

Alice Pernella Anderson
Alice Pernella Anderson

STATE OF Idaho, COUNTY OF Fremont

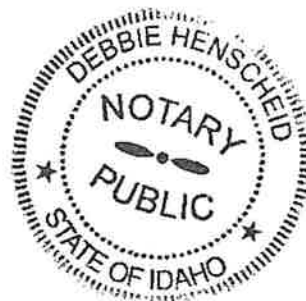
On this day personally appeared, before me Alice Pernella Anderson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal on this 2nd,

April, 2003.

Debbie Henscheid

My Commission Expires: 11-9-07



Microfilm No. 480465
At 2 Day April 20 03
At 16:16 O'Clock P M.
ABBE MACE
FREMONT CO RECORDER
Fee \$ 6.00 Sharp Deputy
Recorded at Request of
Richard Prince

LEGAL DESCRIPTION PARCEL "B"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 43 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1, THENCE N00°00'00"E ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 552.02 FEET; THENCE S89°45'00"W AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1 A DISTANCE OF 979.30 FEET TO THE POINT OF BEGINNING; THENCE N87°00'00"W A DISTANCE OF 414.85 FEET; THENCE N03°00'00"E A DISTANCE OF 105.00 FEET; THENCE S87°00'00"E A DISTANCE OF 414.85 FEET; THENCE S03°00'00"W A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.00 ACRES MORE OR LESS.

TOGETHER WITH AN ACCESS EASEMENT 20 FEET IN WIDTH LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 1, THENCE S89°45'00"W ALONG THE SOUTH LINE OF SAID SECTION 1, SAID LINE ALSO BEING THE CENTERLINE OF COUNTY ROAD 1100 NORTH A DISTANCE OF 1136.06 FEET TO THE POINT OF BEGINNING; THENCE N01°03'40"W A DISTANCE OF 163.07 FEET; THENCE N03°50'01"E A DISTANCE OF 152.12 FEET; THENCE N02°32'56"W A DISTANCE OF 93.54 FEET; THENCE N14°24'52"E A DISTANCE OF 32.40 FEET; THENCE N46°35'25"E A DISTANCE OF 131.03 FEET; THENCE N34°53'27"E A DISTANCE OF 30.18 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL "B".


RAYMOND G. FINCH PLS 9029



SEE RECORD OF SURVEY--LOT SPLIT FOR ADD. INFO


MOUNTAIN VIEW
SURVEYING, Inc.

4216 MOUNTAIN VIEW DRIVE
ISLAND PARK, ID 83429

RAYMOND G. FINCH, PLS (208)558-9269

WARRANTY DEED

For Value Received

ARTHUR M. ANDERSON and VELMA E. ANDERSON, Husband and Wife, of Ashton, Fremont County, Idaho.
the grantors, do hereby grant, bargain, sell and convey unto 1923 Veteran
ALICE PERNELLA ANDERSON, a single woman of Los Angeles, California, as her sole and separate property,
the grantee, the following described premises, to-wit:

The Southeast Quarter of Section 1,
Township 2 North, Range 43 East,
Boise Meridian.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that said premises are free from all incumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 22, 1973

Arthur M. Anderson
Velma E. Anderson

STATE OF IDAHO, COUNTY OF Fremont
On this 22nd day of October 1973,
before me, a Notary Public in and for said State, personally
appeared ARTHUR M. ANDERSON and
VELMA E. ANDERSON, Husband and
Wife, of Ashton, Fremont County,
Idaho,

known to me to be the persons who so name themselves
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public,
Residing at Ashton, Idaho,
Comm. Expires 10/1/76

STATE OF IDAHO, COUNTY OF Fremont
I hereby certify that this instrument was filed for record at
the request of *Arthur M. Anderson*
at 55 minutes past 1 o'clock p.m.
this 22nd day of October,
1973, in my office, and duly recorded in Book
of Deeds at page

Betty D. Allen
Recorder
By *Velma E. Anderson* Deputy
Fees \$ *2.00*
Mail to:

INSTRUMENT NO. 352373

REAL ESTATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY, READ CAREFULLY BEFORE SIGNING: IF ANY
QUESTIONS, CONSULT YOUR ATTORNEY. Ashton, Idaho May 11 20 20
Paul Samuel Franzen

(herein after called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to
as "premises" located in Ashton, County of Fremont
State of Idaho, commonly known as 4179 E. 1100 N., Ashton, ID
Legally described as see exhibit A

FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF
PRIOR TO EXECUTION BY THE SELLER. Buyer hereby authorized broker to insert over his signature the correct legal description of the
premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.

1. TOTAL PURCHASE PRICE IS eight hundred thirty eight thousand dollars and no/100
DOLLARS (\$ 838,000) payable as follows:

A. Earnest Money

- (a) Buyer hereby deposits and a receipt is hereby acknowledged of zero Dollars
\$ 0 evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or none
paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money, to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by n/a for the benefit of the parties hereto.

The undersigned hereby hand you the sum of zero dollars, which you are to deposit into your trust account and
hold, pending further instructions to follow.

These funds are to be credited to the undersigned Buyer(s) as payment in part of the purchase price of the above referenced property and in
accordance with the terms and conditions set forth in the Purchase Agreement or Escrow instructions existing between the undersigned
parties.

The undersigned hereby acknowledge and understand that in the event of the cancellation of this escrow, all funds deposited, except loan
funds, shall be held subject to cancellation instructions acceptable to AmeriTitle, Inc. and signed by both buyer(s) and seller(s).

The undersigned also acknowledge and understand that fees advanced, Title Commitment Cancellation fees, or Escrow Cancellation fees
may be deducted from these sums held in trust as compensation for services rendered by AmeriTitle, Inc.. Commitment cancellation requires
a minimum \$100 fee, pursuant to State regulations.

All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge
and consent to the deposit of the escrow money in financial institutions with which Escrowholder has or may have other banking
relationships and further consent to the retention by AmeriTitle and/or its affiliates of any and all benefits Escrowholder which may be
received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you
may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any
federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor,
nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by
you while you hold such funds.

Escrowholder shall not be responsible for the penalties, or loss of principal or interest or any delays in the withdrawal of funds which may be
imposed by the depository as a result of making or redeeming of the investment pursuant to our instructions, nor shall Escrowholder be
liable for any loss or impairment of funds while those funds are in the course of collection or are on deposit in a financial institution if such a
loss or impairment results from the failure, insolvency or suspension of financial institution, including any loss resulting from FDIC/FSLIC
imposed regulations.

These instructions are effective for 120 days from date hereof, and, thereafter, without written instructions to continue, you are authorized
and instructed to cancel this escrow. If/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith.
Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all
matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option.
Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to
proceed until the rights of the parties are settled to your satisfaction. Further, you as Escrowholder shall be entitled to continue to so refrain
to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the Escrowholder in writing of such
agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the
event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve
your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay
you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the
parties hereto, or not.

In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein
or by any other party, you, as Escrowholder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or
action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The

parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as Escrowholder. If you are required to institute suit to collect such sums as are owned to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.

Buyer Initials PF

Seller Initials SS KS

2. BALANCE of purchase price to be paid as follows: New \$500,000 loan from the Bank of Commerce
338,000 cash at closing.

A. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of May 12, 2020. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to the buyer on demand.

3. Title of the Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: none

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in the agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that AMERITITLE (Title Company) shall provide said title policy and preliminary report or title commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for the agreement shall be AMERITITLE. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before May 22, 2020.

6. On or before closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to buyer on or before May 22, 2020 and taxes and water assessments (using the last available assessment as a basis), rents, and loans shall be prorated as of May 22, 2020 except as follows: none

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: none

9. The following items of property, now on the premises, are specifically excluded from the sale: none

10. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, Venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, cooling and heating systems including built-in dishwashers and drop-in ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

11. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within five (5) days after Seller's acceptance of the agreement. If VA, FHA, or IHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and are thereby incorporated herein by reference. The Buyer and Seller hereby authorize the parties designated in Paragraph 1A(c) hereof to advance such portion of the Earnest Money deposited as may be required to pay credit fees, appraisal and other initial loan charges attributable to Buyer's financing. The parties agree that the Earnest Money less such loan charges if any may be refunded in the event financing contemplated by the Buyer is not obtainable.

12. Should the premises be materially damaged by fire or other causes, prior to closing the sale, this agreement shall be voidable at the option of the Buyer.

13. If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited, and considered as liquidated damages to Seller, and Buyer's interest in the premises shall be immediately terminated. The broker shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be apportioned one-half to the Seller and one-half to the broker,

provided the amount to broker does not exceed the agreed commission. Such forfeiture and acceptance by Seller and broker of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller and broker.

14. In the event of default by either of the parties in their performance of the terms and conditions of their agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

15. In the event of default in the performance of the terms and conditions of this agreement by either party, the defaulting party agrees to pay the broker the commission which the broker is entitled to receive from the Seller for his/her services in connection with the sale of the premises.

16. The undersigned Buyer hereby acknowledges further that he has not received or relied upon any statements or representations by the undersigned broker or his representative or by the Seller which are not herein expressed. The Buyer has entered in to this agreement relying solely upon information and parties and that no warranties, agreements or representations have been made or shall be binding upon either party unless set forth.

17. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

18. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed to herein, or provided by law or required by lender, to otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ _____ lender required repair costs only.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee		X			Title Ins. - Standard Owner's Policy	X			
Appraisal Re-Inspection Fee				X	Title Ins. - Lender's Extended Policy				X
Closing Escrow Fee	X				Additional Title Coverage				X
Lender Document Preparation Fee	X				Fuel in Tank - Amount to Be determined by Supplier				X
Tax Service Fee	X				Well Inspection				X
Flood Certificate/Tracking Fee				X	Septic Inspection				X
Lender Required Inspection	X				Septic Plumbing				X
Attorney Contact Preparation Fee				X	Survey				X

19. OCCUPANCY: BUYER ☐ does ☐ does not intend to occupy property as BUYER'S primary residence.

20. Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money held by the closing agency, unless mutual written instructions are received by the holder of the Earnest Money, closing agency shall not be required to take any action but may await any proceeding, or at the closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value in a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

21. Time is of the essence of this agreement.

Buyer

Buyer

1429 Millbridge Lane
West Bountiful, Utah 84087

Buyer's Address

801-910-9812

Buyer's Phone

paul@acmeutah.com

Buyer Email Address

On this date, May 11, 2020

I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

[Signature]
Seller

Katherine Stronks
Seller

P.O. Box 413, Ashton ID 8342
Seller's Address

208-221-8368
Seller's Phone

billystronks@gmail.com
Seller Email Address

A true copy of the foregoing agreement signed by the seller and containing the full and complete legal description of the premises, is hereby received on this date: MAY 11, 2020

[Signature]
Buyer

Buyer

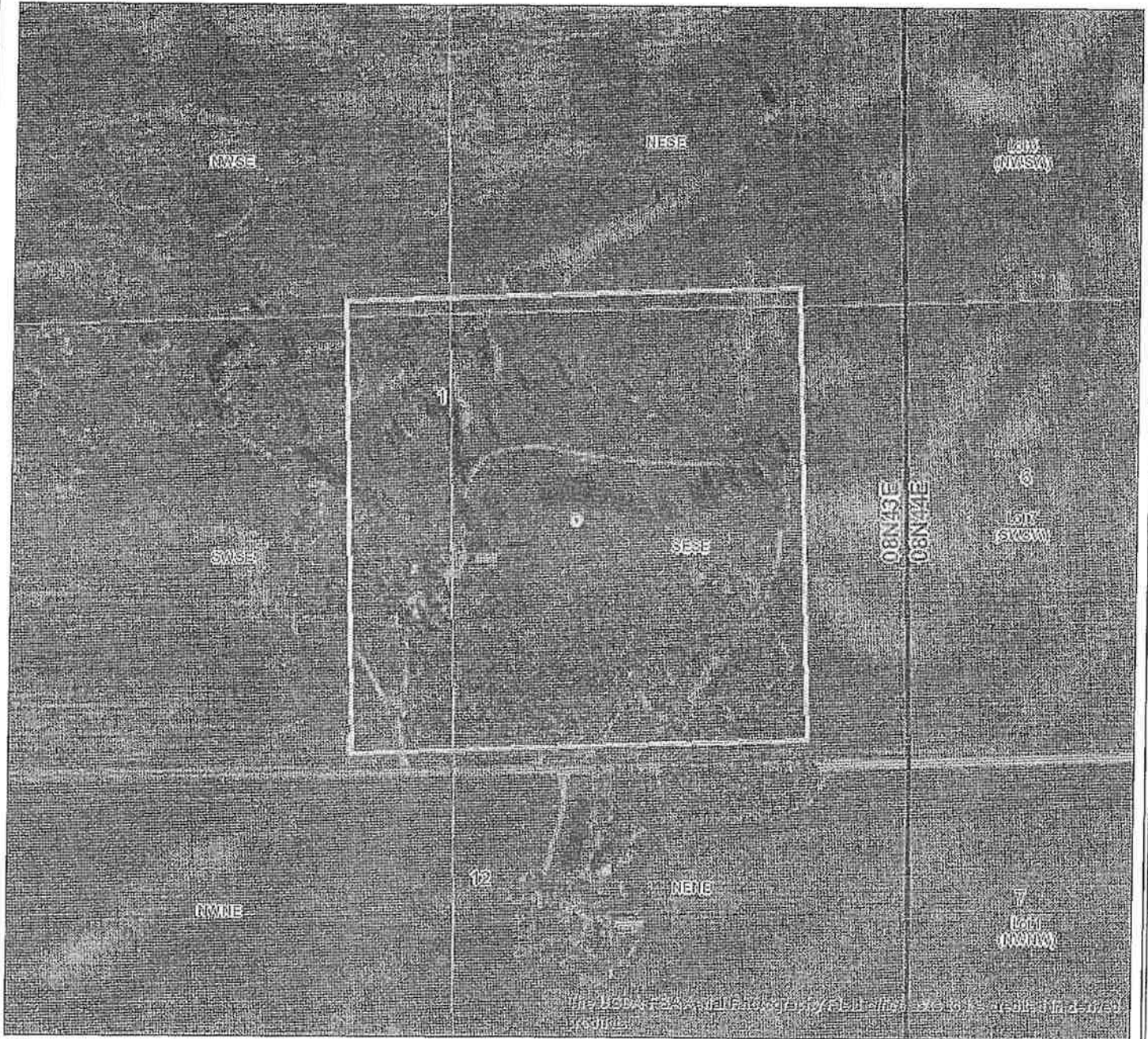
State of Idaho
Department of Water Resources

Water Right

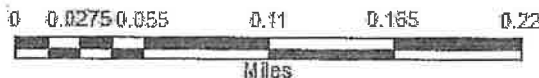
21-7351

COMMERCIAL

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.



Date created: 6/15/2023



Legend

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

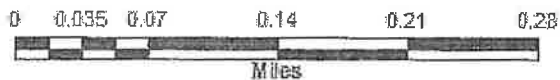


Water Right

IRRIGATION



Date created: 5/15/2020



1997

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



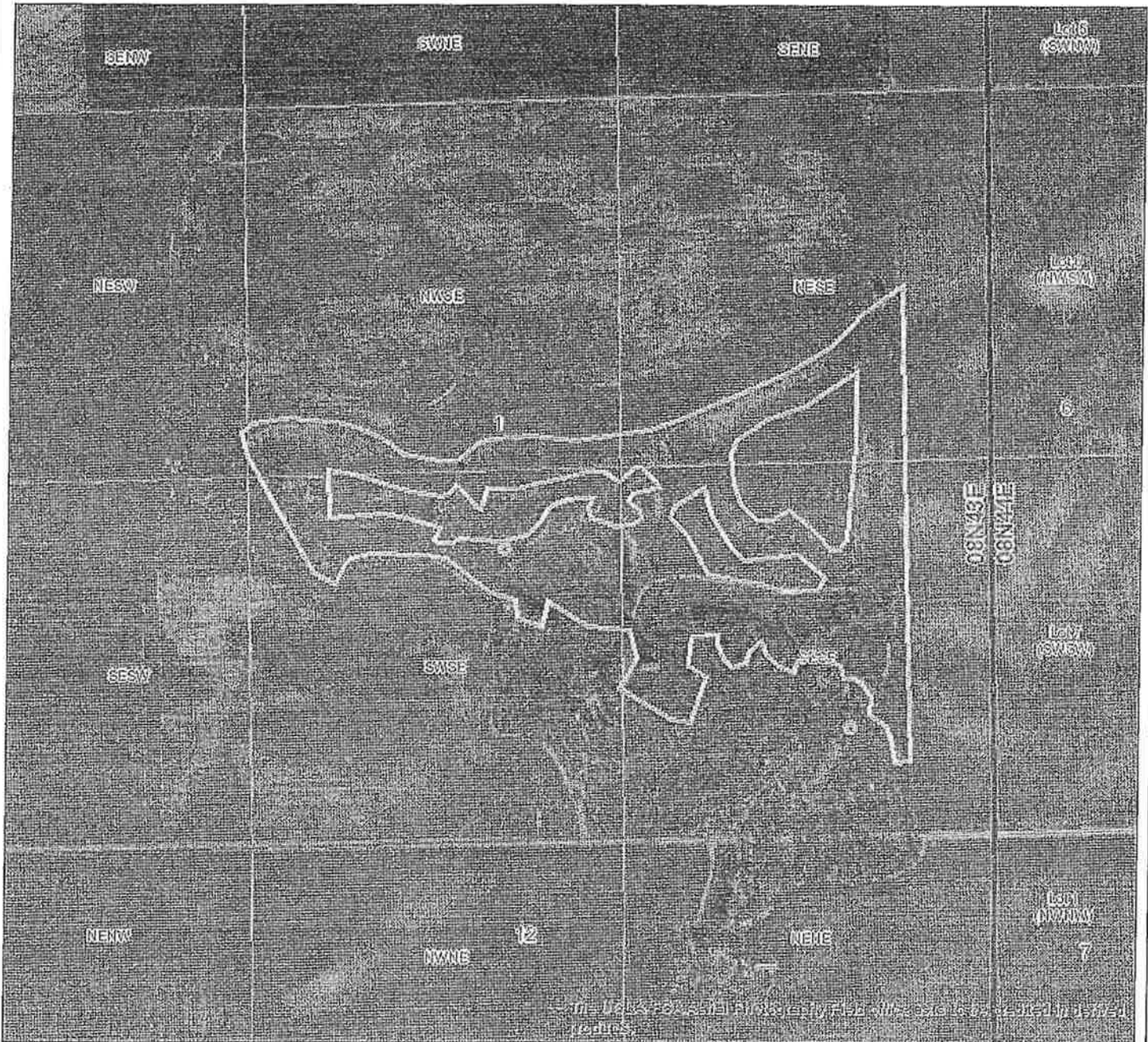
State of Idaho
Department of Water Resources

Water Right

21-7008

IRRIGATION

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.



Date created: 5/18/2020



Legend

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





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 03, 2021

PAUL FRANZEN
1792 N 7100 E
EDEN UT 84310-9770

Re: Change in Ownership for Water Right No(s): 21-2125, 21-7008 and 21-7358

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 01