

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 05 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?
22-14087 <i>OK</i>	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: Mike Petersen and Debbie Petersen
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sherman F. Stinson, Marian Stinson
New owner(s) as listed on the conveyance document
- 901 Back Hollow Rd. Davis Name connector ☐ and ☐ or ☒ and/or
Mailing address WV 26260
304-940-6028 State ZIP
Telephone shermanstinson@frontiernet.net
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: March 30, 2021
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):
 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: Sherman F. Stinson Title, if applicable _____ Date 3/31/2021
 Signature: Marian Stinson Title, if applicable _____ Date 3/31/21

For IDWR Office Use Only:

Received by JB Date 4/5/2021 Receipt No. E046805 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 JB Processed by JB Date 4/16/2021

File Number: 70619

RECORDING REQUESTED BY:
Teton County Title

AND WHEN RECORDED MAIL TO:
Teton County Title
18 N. Main Street, Suite 300
PO Box 2019
Driggs, ID 83422

Instrument # 267376
TETON COUNTY, IDAHO
03-30-2021 15:25:00 No. of Pages: 1
Recorded for: TETON COUNTY TITLE
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

WARRANTY DEED

FOR VALUE RECEIVED

L. Mike Petersen and Debbie J. Petersen, as husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Sherman Forbes Stinson and Marian Stinson, as husband and wife

GRANTEE(S) whose mailing address is: 901 Back Hollow Rd, Davis, WV 26260

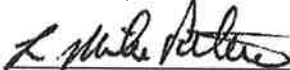
the following described premises, to-wit:

The West 272 feet of the NE1/4SW1/4 of Section 14, Township 4 North, Range 45 East, Boise Meridian,
Teton County, Idaho.

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

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 to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; 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.

Dated this 29 day of March, 2021.


L. Mike Petersen


Debbie J. Petersen

State of Idaho
County of Teton

This record was acknowledged before me on 29th day of March, 2021, by L. Mike Petersen and Debbie J. Petersen.



(STAMP)

Notary Public

My Commission Expires: _____

TIERA PARKER
COMMISSION NO. 50137
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/08/2025



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

JULY 2019
EDITION



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ID# 1202020

DATE January 20, 2021

LISTING AGENCY Jackson Hole Sotheby's International

Office Phone # _____

Fax # _____

Listing Agent Joanne LaBelle

E-Mail _____

Phone # _____

SELLING AGENCY Teton Valley Realty

Office Phone # (208) 354-2439

Fax # _____

Selling Agent Tayson Rockefeller

E-Mail _____

Phone # _____

1. BUYER: Sherman F. Stinson & Marian Stinson

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
"PROPERTY" **COMMONLY KNOWN AS** 723 West 3500 South

City Victor

County Teton

ID, Zip 83455

legally described as: _____

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$560,000 PURCHASE PRICE: *****

payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

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

(A). \$7500

EARNEST MONEY: Seven Thousand Five Hundred Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

Held By:

Delivered:

Deposited:

☐ Cash

☐ Responsible Broker

☐ With Offer

☒ Upon Receipt and Acceptance

☒ Personal Check

☒ Closing Company

☐ Within 3 business days (three [3] if
left blank) of acceptance.

☐ Upon Receipt Regardless of
Acceptance

☐ Cashier's Check

☐ See Section 4

☐ See Section 4

☐ See Section 4

☐ Wire Transfer

☐ Note

☐ See Section 4

THE RESPONSIBLE BROKER SHALL BE: Tayson Rockefeller

(B). **ALL CASH OFFER:** ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH
OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or
proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

(C). **Cash proceeds from another sale:** ☐ Yes ☒ No (N/A if left blank)

(D). \$420,000.00 **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank, then this Agreement is
contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$420,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA, ☐ RURAL
DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 4% for a period of 30 year(s) at: ☒ Fixed Rate ☐ Other _____

In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____
with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

LOAN APPLICATION: BUYER ☒ has applied OR ☐ shall apply for such loan(s). Within 10 business days (ten [10] if left blank) of final acceptance
of all parties, BUYER agrees to furnish SELLER with a **written confirmation showing lender approval of credit report, income verification, debt
ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject
only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than
PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce
the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt
thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all
other terms and conditions of this 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 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

BUYER'S Initials SPS MS Date 1/20/2021

SELLER'S Initials DJP LMP Date 01/22/2021 8:30 AM MST

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JULY 2019 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 083060-500161-1172615

Prepared by: Tayson Rockefeller | Teton Valley Realty | tayson@tetonvalleyrealty.com | 2083542439



PROPERTY ADDRESS: 723 W 3500 S Victor, ID 83455

ID#: 1202020

in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying 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 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E). \$ ADDITIONAL FINANCIAL TERMS:

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

(F). \$427,500.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

- The buyer agrees to lease back the property at no cost to Seller for 60 calendar days following closing. Should Seller elect to proceed with leaseback, a separate agreement shall be signed by all parties within 5 business days of acceptance.

- The home shall be professionally cleaned prior to Seller vacating the premises. All personal property shall be removed upon seller vacating.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: All existing major appliances and fixtures. All sheds and outbuildings. The seller shall provide a list of specific fixture inclusions within five business days of acceptance for buyers review.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of 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 by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

BUYER'S Initials (SFS) (MS) Date 1/20/2021

SELLER'S Initials LMP DWP Date 01/22/2021 8:37 AM MST

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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Serial#: 083060-500161-1172615

Prepared by: Tayson Rockefeller | Teton Valley Realty | tayson@tetonvalleyrealty.com | 2083542439

Form
Simplicity



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

April 16, 2021

SHERMAN F STINSON
MARIAN STINSON
901 BACK HOLLOW RD
DAVIS WV 26260-8093

Re: Change in Ownership for Water Right No(s): 22-14087

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

Sherman F. Stinson
901 Back Hollow Rd.
Davis, WV 26260

RECEIVED

APR 05 2021

Department of Water Resources
Eastern Region

March 31, 2021

IDWR Eastern Region
900 N Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

Enclosed please find a Notice of Change in Water Right Ownership form requesting a change in ownership of Water Right 22-14087 from Mike and Debbie Petersen to Sherman and Marian Stinson for the property located at 723 W 3500 S in Victor, Idaho. As documentation, I have also enclosed the Warranty Deed, the first two pages of the Purchase and Sale Agreement showing that the water rights are included in the sale (Item 7), and the correspondence and forms from the Idaho Department of Water Resources sent to Mike and Debbie Petersen when the Water Right was assigned to them.

If you need any further information, please contact me.

Thank you,

Sherman F. Stinson