



Pioneer Title Co.
GOING BEYOND

135 N. Arthur Ave.
Pocatello, ID 83204

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

File No. 695969 LP/LW

Instrument # 214842

POWER COUNTY, IDAHO
09-30-2019 04:09:24 PM No. of Pages: 2
Recorded for: PIONEER TITLE POCATELLO
SHARIE SPRAGUE Fee: \$15.00
Ex-Officio Recorder Deputy: Linda Annen
Electronically Recorded by Simplifile

****RE-RECORDED TO SHOW ~~CO~~RECT CORRECT
WATER SHARES****

Instrument # 216860

POWER COUNTY, IDAHO
11-19-2020 02:47:17 PM No. of Pages: 2
Recorded for: PIONEER TITLE POCATELLO
SHARIE SPRAGUE Fee: \$15.00
Ex-Officio Recorder Deputy: Flor Cardona
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Wynn Jarvis, an unmarried man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto
Jay R. Pennick and Renee Pennick, husband and wife
hereinafter referred to as Grantee, whose current address is 592 Boyd St Chubbuck, ID 83202
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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: September 23, 2019

Wynn Jarvis

State of Idaho, County of Bannock

This record was acknowledged before me on 9-30-19 by Wynn Jarvis

Signature of notary public

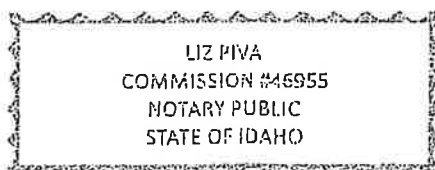
Commission Expires: 4/18/2024

STATE OF IDAHO
COUNTY OF POWER

I hereby certify that the foregoing is a full, true, and correct
copy of an instrument as the same now remains on file and
of record in my office.

WITNESS my hand and official seal hereto affixed
this 5th day of NOV, 2019
SHARIE SPRAGUE, CLERK

By Deputy





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Dated: September 23, 2019

Wynn Jarvis

State of Idaho, County of Bannock

This record was acknowledged before me on 9-30-19 by Wynn Jarvis

Signature of notary public
Commission Expires: 4/18/2024

STATE OF IDAHO
COUNTY OF POWER

I hereby certify that the foregoing is a full, true, and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed
this 31st day of Nov, 2019

SHAREE SPRAGUE, CLERK

By Deputy

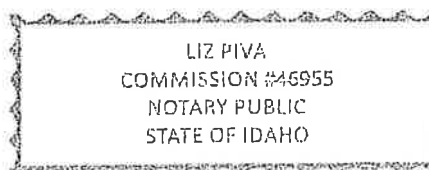


EXHIBIT A

THE PARTS OF LOTS 3, 4, 11, AND 12 OF SECTION 22 TOWNSHIP 6 SOUTH, RANGE 33 EAST, B.M. POWER COUNTY, IDAHO LYING NORTH OF MICHAUD CREEK ROAD DESCRIBED AS:
COMMENCING AT THE SE CORNER OF SAID SECTION 22; THENCE N 00°01'18" E 1329.21 FEET ALONG THE EAST LINE OF SAID SECTION TO THE SOUTH LINE SAID LOT 4; THENCE ALONG SAID SOUTH LINE N 89°48'23" W 324.49 FEET TO THE BEGINNING OF A CURVE ON THE CENTERLINE OF MICHAUD CREEK ROAD; THENCE, ALONG SAID CURVE TO THE LEFT 125.11 FEET (CURVE DATA: RADIUS= 1700.00 FEET, DELTA= 04°13'00", CHORD BEARS N 69°01'38" W 125.09 FEET); THENCE CONTINUING ALONG SAID CENTERLINE N 71°08'09" W 140.26 FEET TO THE POINT OF BEGINNING; THENCE, N 71° 08' 09" W 349.30 FEET TO THE BEGINNING OF A CURVE, THENCE ALONG SAID CURVE TO THE RIGHT DELTA: 27° 17' 22", RADIUS: 650.00 FEET, CHORD BEARING N 57° 29' 27" W 306.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE. THENCE, S 89° 53' 07" E 114.00 FEET; THENCE, N 01° 26' 04" W 295.00 FEET TO THE SOUTH LINE OF LOT 10; THENCE, S 89° 47' 57" E 482.32 FEET ALONG SAID SOUTH LINE TO THE TO THE WEST LINE OF A PARCEL DESCRIBED IN DEED INSTRUMENT NO. 165064; THENCE S 00° 01' 22" E 570.75 FEET ALONG SAID WEST LINE TO THE CENTERLINE OF MICHAUD CREEK ROAD AND THE POINT OF BEGINNING.

** TOGETHER WITH 3.5 SHARES GROUNDWATER, WHEELINE, AND HANDLINE

DATED NOV 19 OF 2020

BY:

WYNN JARVIS

STATE OF IDAHO, COUNTY OF BANNOCK

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON 11-19-2020 BY WYNN JARVIS.

[Signature]
SIGNATURE OF NOTARY PUBLIC

COMMISSION EXPIRES: 04-18-2024



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2019 EDITION
Page 1 of 1



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.

Today's Date: 08/23/2019

This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: August 22, 2019

ADDRESS: TBD Micahud Creek Rd Pocatello ID 83204 ID#: 19-0044

BUYER: Jay & Renee Pennick (husband & wife)

SELLER: Wynn Jarvis (single man)

The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
☒ **This is a SELLER counter offer.** The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

☐ **This is a BUYER counter offer.** The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true copy of signed acceptance of this Counter Offer within the time frame specified herein.

1. purchase price 175,000.00 25% down \$43,750.00, seller carry balance \$131, 250.00 terms in RE-17 Finacial Disclosure

2. If buyers default in the loan agreement, then buyers will be responsible for all legal fees, fees to transfer a Warranty Deed and transfer the 3.5 water shares back to the Seller/Lender

3. Buyers can not transfer or sell the property or water shares to a 3rd party prior to loan paid in full

4. Buyers will carry insurance for the protection of the property

5. Buyers will be responsible for the property tax to be paid in full yearly.

To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement, including the amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. If original offer has expired, has been rejected, or the acceptance is late, then mutual execution of this Agreement shall constitute consent to revise and

Wynn Jarvis
8/23/2019 9:32 AM MDT

Jay & Renee Pennick
8/24/2019 11:25 AM MDT

8/24/2019 11:25 AM MDT

8/24/2019 1:42 PM MDT



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

February 16, 2021

****Correction****

JAY PENNICK
RENEE PENNICK
592 BOYD ST
CHUBBUCK ID 83202-2553

WYNN JARVIS
2171 MICHAUD CREEK RD
POCATELLO ID 83204

Re: Change in Water Right Ownership: 29-14310 (Split into 29-14310 and 29-14360),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Wynn Jarvis contacted our office about an error in a previous completed ownership change. According to Mr. Jarvis the original agreement when the property in Section 22 Township 6 South Range 33 East was sold Pennick's were only to be deeded 3.5 acres worth of water, instead of the full 5 acres. Mr. Jarvis had the deed originally received rerecorded to reflect that information under instrument number 216860 **Re-Recorded to show correct water shares**. The department has updated the water right to reflect the updated information.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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)