

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 01 2011

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
72-070650	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

William F Riley

Name of current water right holder/claimant

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

Stephen T Axon

Name of each new owner as listed on the conveyance document

Helen S. Winegarner

New owner continued

Name connector

☒ and

☐ or

☐ and/or

PO Box 501

Mailing address

Challis

City

208-879-6592

Telephone

ID

State

83226

ZIP

hslkwinegarner@yahoo.com

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: June 30, 2011

6. 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.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

- Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

9/1/2011

Receipt No.

E036936

Receipt Amt.

\$25.-

Approved by

Processed by

Date

SUPPORT DATA

244288

Custer County Reg. of

Time 3:56 PM Date 6/30/2011

Barbara C. Tierney, Clerk

Christy Fite \$10.00

Deputy

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by, ~~GEORGE~~ GEORGE W. LIGHTCAP, III, as Personal Representative of the estate of WILLIAM F. RILEY, deceased, Grantor, to STEPHEN T. AXON AND HELEN S. WINEGARNER, husband and wife, Grantees, whose address is PO Box 501, Challis, Idaho 83226.

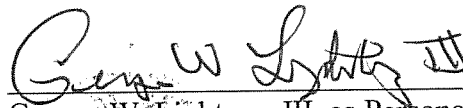
WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number CV-2010-26 in Custer County, Idaho;

THEREFORE, for valuable consideration received, Grantor transfers and conveys to Grantees the following described real property in the City of Challis, Custer County, Idaho:

TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO SECTION 36: S1/2S1/2NW1/4NE1/4.

Physical address known as 3445 Hot Springs Road, Challis, Idaho 83226

EXECUTED effective as of the 27th day of June, 2011.



George W. Lightcap, III, as Personal Representative of the Estate of William F. Riley, deceased.

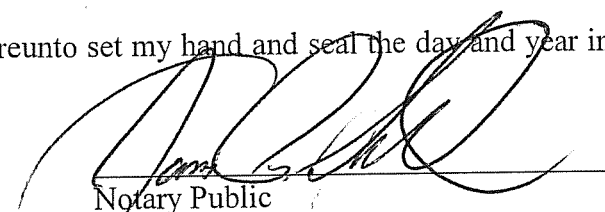
STATE OF Delaware

SS:

County of New Castle

On this 27th day of JUNE, 2011, before me, a Notary Public in and for said State, personally appeared George W. Lightcap, III, known to me to be the Personal Representative of the estate of William F. Riley, deceased, Probate Case Number CV-2010-26, Custer County, Idaho and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Notary Public

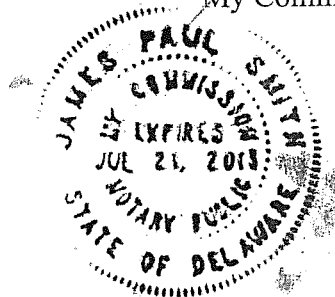
My Commission Expires

JAMES PAUL SMITH

NOTARY PUBLIC

STATE OF DELAWARE

My commission expires July 21, 2013





RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2010 EDITION

Page 1 of 7

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



1 ID# 2011-19 DATE April 28, 2011

2

3 LISTING AGENCY Way Out West Realty Office Phone # 208-879-2211 Fax # 208-879-5258

4 Listing Agent Sandra K. Hill E-Mail _____ Phone # _____

5 SELLING AGENCY Way Out West Realty Office Phone # 208-879-2211 Fax # 208-879-5258

6 Selling Agent Sandra K. Hill E-Mail wow1@custertel.net Phone # _____

7

8 1. BUYER: Axon T Stephen or Winegarner, Helen S

9 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

10 "PROPERTY" COMMONLY KNOWN AS S2S2NW4NW4NE4 SEC 36 T14N R19E

11 Challis City Custer County, ID, Zip 83226 legally described as:

12 S2S2NW4NW4NE4 SEC 36 T14N R19E

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

14

15 2. \$90,000.00 PURCHASE PRICE: Ninety Thousand and Zero/100 DOLLARS,

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

17

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

19

20 (A). \$1,000.00 EARNEST MONEY: BUYER hereby deposits One Thousand and Zero/100

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

22 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be

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

24 ☐ other _____ for the benefit of the parties hereto.

25 THE RESPONSIBLE BROKER SHALL BE: Sandra K Hill

26

27 (B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH

28 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER

29 within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds

30 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for

31 the sale of BUYER'S current residence or other property to be sold.

32

33 (C). \$0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

34 ☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL

35 DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____

36 _____ year(s) at: ☐ Fixed Rate ☐ Other _____. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay

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

38

39 ☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate

40 ☐ Other _____. BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than

41 _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

42

43 LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S acceptance.

44 Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation

45 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to

46 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such

47 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying

48 BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not

49 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval

50 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is

51 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S

52 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this

53 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

54 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or

55 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA

56 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the

57 appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

58

59 (D). \$ _____ ADDITIONAL FINANCIAL TERMS:

60 ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

61 ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

62

63 (E). \$ 89,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at

64 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If

65 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)

66 shall be adjusted at closing of escrow in: ☐ Cash ☐ Other _____

BUYER'S Initials (HS) Date 4/28/11

SELLER'S Initials (_____) Date _____

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JULY 2010 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Page 1 of 7

PROPERTY ADDRESS: S2S2NW4NW4NE4 SEC 36 T14N R19E Challis ID#: 2011-19

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

69 Contingent upon inspection.
70 _____
71 _____
72 _____
73 _____
74 _____
75 _____
76 _____
77 _____
78 _____

79 **5. ITEMS INCLUDED & EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE**
80 **PURCHASE PRICE** (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor
81 coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm
82 windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached
83 fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and
84 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
85 satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.
86 _____

87 **(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** Water Right,
88 _____
89 _____
90 _____
91 _____

92 **(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** _____
93 _____
94 _____
95 _____
96 _____

97 **6. MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless
98 otherwise agreed to by the parties in writing.
99 _____

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

104 **8. TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
105 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any
106 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
107 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
108 subject to, exist unless otherwise specified in this Agreement.
109 _____

110 **9. TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement
111 are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.
112 _____

113 **(A). PRELIMINARY TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment
114 of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (five [5] if left blank) from receipt
115 of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set
116 forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if
117 the title of said PROPERTY is not marketable, or cannot be made so within 5 business days (five [5] if left blank) after notice containing a written
118 statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title
119 insurance cancellation fee, escrow and legal fees, if any.
120 _____

121 **(B). TITLE COMPANY:** The parties agree that Custer County Title, Inc Title Company
122 located at Challis, ID 83226 shall provide the title policy and preliminary report of commitment.
123 _____

124 **(C). STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
125 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
126 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard**
127 **coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at
128 BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If
129 BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost
130 unless otherwise provided herein.
131 _____

132 **(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage
133 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in
134 the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

BUYER'S Initials (HW)(_____) Date 4/28/11

SELLER'S Initials (____)(_____) Date _____

Range 19E

Township
17N



Point of diversion
well

36

Scale 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

12-20-11 11:11 A