

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SEP 11 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP Department of Water Resources
Eastern Region

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?
21-12528 OK	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: Teton Peaks Enterprises
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael G Jones and Denise R Jones
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- PO Box 860 Ashton ID 83420
Mailing address City State Zip
(951) 285-5488 or (310) 683-8777 michaeljones@weatherweld.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: July 17, 2023
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ 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):
☐ \$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] 9/6/23
Signature of new owner/claimant Title, if applicable Date
Michael G Jones
Print name
- Signature: [Signature] 9/6/23
Signature of new owner/claimant Title, if applicable Date
Denise R Jones
Print name

For IDWR Office Use Only:

Received by JB Date 9/11/2023 Receipt No. E049477 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 9/12/2023

SCANNED

SEP 12 2023

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
535 First American Circle
Rexburg, ID 83440

Instrument No. 599642
17 Day Jul 2023
At 03 O'Clock 37 PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
KF Deputy
Recorded at Request of
Flying S Title and Escrow - Re:

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1099791-RX (da)**

Date: **July 10, 2023**

For Value Received, **David Jenson, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Michael Gregory Jones and Denise Jones, husband and wife**, hereinafter called the Grantee, whose current address is **6828 Darby Court, Rancho Cucamongo, CA 91701**, the following described premises, situated in **Fremont County, Idaho**, to-wit:

Lot 4, Block 1, McCrea Ranch Subdivision, Fremont County, Idaho, as shown on the recorded plat thereof.

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

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/10/2023

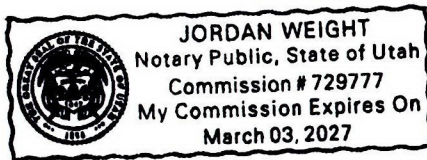
Warranty Deed
- continued

File No.: 1099791-RX (da)

David Jenson

STATE OF Utah)
COUNTY OF Weber)
SS.)

On this 12 day of July, 2023, before me, a Notary Public in and for said State, personally appeared **David Jenson**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sandra Wright
Notary Public for the State of Utah
Residing at:
My Commission Expires:

Loan Number: [REDACTED]

MIN: 101651410000011063

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 14th day of July, 2023, and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

EMPORIUM TPO LLC, LIMITED LIABILITY COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4020 RANCHO MCCREA ROAD
ISLAND PARK, ID 83429
(Property Address)



1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

[Handwritten initials]

SCANNED

SEP 12 2023
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B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



MICHAEL GREGORY JONES (Seal)
-Borrower



DENISE JONES (Seal)
-Borrower



Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 12, 2023

MICHAEL G JONES
DENISE R JONES
PO BOX 860
ASHTON ID 83420-0860

Re: Change in Ownership for Water Right No(s): 21-12528

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 Baily
Technical Records Specialist 1

Enclosure(s)

SCANNED

SEP 12 2023