



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 28, 2024

KYLE & LISA SHINN
790 HOP RD
TOPPENISH WA 98948

RE: Ownership change of Clark Fork-Pend Oreille River Basin Adjudication (CFPRBA) Water Right
Claim No. 96-9750

Dear Mr. & Mrs. Shinn:

The Department of Water Resources has received your Notice of Change in Water Right Ownership for the Clark Fork-Pend Oreille River Basin Adjudication (CFPRBA) Water Right Claim referenced above. We are unable to make the requested ownership change of this claim for the following reason:

We cannot accept Escrow Closing Instructions as a conveyance document. That is a set of terms and conditions that outline the steps and requirements that must be met before a property can be transferred to a new owner. What we need is a copy of a recorded document that shows the transfer of the property from Mr. & Mrs. Moore to you. In your case that would be a copy of the recorded "Warranty Deed". If you do not have a copy of the above recorded Deed, you can obtain one from your local Recorders Office.

Also, there is no fee for changes of ownership that are in the Adjudication. A refund request has been submitted and you should receive it in the next couple weeks.

I'm sorry for any inconvenience this may have caused you. If you have any questions, please feel free to call me at 208-762-2800.

Thank you,

Dawn R. Lenon
Technical Records Specialist 1
Northern Region

Enclosure: Original Change of Ownership for claim # 96-9750

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 28 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
IDWR / NORTH

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?
96-9750	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:

GRAFF & LORI MOORE
Name of current water right holder/claimant

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

KYLE & LISA SHINN
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

790 HOP RD.
Mailing address

TAPPENISH
City

WA 98948
State Zip

509-840-4417
Telephone

KShinn @ Satushops.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: 7/15/22

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o 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):
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:

Kyle E Shinn
Signature of new owner/claimant
Print name

OWNER
Title, if applicable

10/22/24
Date

- Signature:

Lisa Shinn
Signature of new owner/claimant
Print name

Owner
Title, if applicable

10-22-24
Date

For IDWR Office Use Only:

Received by ms Date 10/20/24 Receipt No. N045051 Receipt Amt. \$25.00

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 _____ Processed by _____ Date _____

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS**

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 69576

Ident. Number: 96-9750
Date Received: 4-19-22
Receipt No: 0038997
Claim Fee: \$52.00
Received By: Jan

RECEIVED
APR 19 2022
IDWR / NORTH

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LORI MOORE
1884 FLUME CREEK RD
SANDPOINT ID 83864-4786

Phone: (208) 263-6502

AND/OR

GRAFF MOORE
1884 FLUME CREEK RD
SANDPOINT ID 83864-4786

Phone: (208) 263-6502

2. Date of Priority: 5/23/2019

3. Source: FLUME CREEK

Trib. to: RAPID LIGHTNING CREEK

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
58N	01E	13	NW SW		BONNER	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
DOMESTIC	01/01	12/31	0.04		0.6
IRRIGATION	04/15	10/31	0.05		
STOCKWATER	01/01	12/31	0.02		0.1

7. Total Quantity Appropriated is:

0.05 C.F.S. and/or 0.6 A.F.A.

8. Non-irrigation uses: 1 Home

State of Idaho
Department of Water Resources
Attachment to Water Right License
96-9750

This map depicts the DOMESTIC place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



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

0 0.035 0.07 0.14 Miles



State of Idaho
Department of Water Resources
Attachment to Water Right License
96-9750

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



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

0 0.035 0.07 0.14 Miles



State of Idaho
Department of Water Resources

Attachment to Water Right License 96-9750

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

01E



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

0 0.035 0.07 0.14 Miles





120 East Lake Street, Suite 202
Sandpoint, ID 83864
Ph. (208) 263-2222
Fx. (866) 407-4567
www.titleonecorp.com

Escrow Closing Instructions **(Purchase)**

Escrow No. 22453180

Date: 07/08/2022

To: TitleOne

Before close of escrow **William Graff Moore and Lorene G. Moore, husband and wife** deposited, or will deposit with you, under these instructions, the following:

- (x) Fully-executed Warranty Deed in favor of Buyer herein
- (x) Closing Disclosure and/or HUD-1 Closing Statement and/or Escrow Closing Statement
- (x) 1099 Form
- (x) Tax Agreement
- (x) Affidavit and Indemnity as to Debts, Liens and Possession

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **\$1,500,000.00** subject to any charges and/or credit authorized herein.

Kyle Shinn and Lisa Shinn, husband and wife deposited, or will deposit with you, a cashier's check or other certified funds as required to comply with these instructions, and the following:

- (x) Closing Disclosure and/or HUD-1 Closing Statement and/or Escrow Closing statement
- (x) Tax Agreement

Earnest money in the amount of **\$15,000.00** has been deposited with **TitleOne: Sandpoint** by the buyer.

1. You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:
 - a. When you are in a position to issue, or have issued, an ALTA policy (or policies) of title insurance insuring the buyer (or as otherwise hereinafter provided) in the form as follows:

ALTA Owners Policy (6/17/06): Standard Coverage

in the amount of **\$1,500,000.00** on the real property described in Title Commitment No. **22453180**, which the undersigned have read and approved, which will show record title vested in: **Kyle Shinn and Lisa Shinn, husband and wife**, free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and **Exceptions 1-14**, as set forth in above referenced Title Commitment dated **May 12, 2022**.

- b. Then you are instructed to disburse deposited funds pursuant to the escrow closing statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. Escrow Holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content, and terms and have been approved for use in this escrow:

Documents Prepared By Escrow: **Warranty Deed**

2. You are instructed to prorate as of **July 15, 2022** the following: **2022 Est Taxes**, and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on **2022 estimated** taxes in the amount of **\$4,446.62**. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.
3. All water and utility charges will be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to add additional interest to loan payoffs or other demands as necessary to account for potential delivery or posting delays by the lender. If an overpayment occurs, the beneficiary will refund any overpayment directly to the borrower. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.
6. 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 Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates, if any, and all benefits 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.
7. These instructions are effective for **15 days** from the date hereof, and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.

10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.
11. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
12. 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 escrow holder 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 escrow holder 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.
13. 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 escrow holder, shall have the right to employ legal counsel to advise 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 escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, 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.
14. Buyer and Seller acknowledge and agree that Escrow Holder will rely on the payoff amount provided by Seller's lender prior to closing as being the entire and final amount due to Seller's lender in closing the real estate transaction hereunder ("Transaction"). If Seller's lender demands after closing (1) that Escrow Holder pay Seller's lender additional funds or fees that were not otherwise included in the payoff amount provided to Escrow Holder prior to closing, or (2) refuses to reconvey or release its security interest in the real property for any reason whatsoever then Buyer and Seller agree as follows:
 - a. Escrow Holder may reverse the Transaction and return Buyer and Seller back to the position in which they were before closing and otherwise return any funds to any party who deposited the same into escrow, including, without limitation, Buyer's lender.
 - b. if Escrow Holder reverses the Transaction, Buyer and Seller hereby agree to release and hold Escrow Holder harmless for any and all claims, damages, costs, expenses, fees, penalties, and liabilities (including reasonable attorneys' fees) arising out of or related to Escrow Holder's reversing of the Transaction, without limitation (i) any direct, consequential nominal, restitutionary, or punitive damages and (ii) any fees Buyer or Seller may have paid to a third-party in connection with the Transaction, including lenders' fees and qualified intermediary fees,
 - c. Buyer and Seller will execute any and all documents required by Escrow Holder to reverse the Transaction, including, without limitation, all deeds necessary to transfer the real property back to Seller;

Notwithstanding anything to the contrary in these escrow instructions, this Section 14 of the escrow instructions and the duty to release and hold Escrow Holder harmless hereunder shall survive the termination or expiration of these instructions and the closing of the Transaction.

15. If for any reason, funds are retained or remain in escrow after closing date, you are to deduct there from a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

Additional Instructions

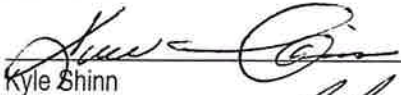
Buyer is aware this property currently benefits from a Category 6 Exemption and must be reapplied for after closing if desired.

Declaration of Escrow Services

Both Buyer and Seller acknowledge the following by their signatures below:

1. We have been specifically informed that TitleOne is not licensed to practice law and no legal or accounting advice has been offered by TitleOne or any of its employees. We have been further informed that TitleOne is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.
2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.
3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.
4. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.
5. We further understand that TitleOne assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

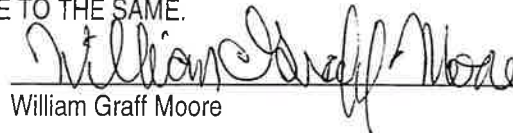


Kyle Shinn



Lisa Shinn
Forwarding address (Buyer)

Acknowledged by: TitleOne



William Graff Moore

Lorene G. Moore
Forwarding address (Seller)



337 Whiskey Jack Cir
Ponderay, Idaho
Sandpoint 83861