

RECEIVED

MAY 18 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAY 14 2021

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN 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 #6 of the instructions. DE✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-11399	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: William Edward Hargis
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gene A. Graves and Wendy L. Graves
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

7050 Le Flore Place

Mailing address

Granite Bay

City

CA

State

95746

ZIP

916 214-7580

Telephone

wendygravesdecor@gmail.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: May 3, 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):
- ☐ \$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: Gene A. Graves Title, if applicable _____ Date May 5, 2021
Signature of new owner/claimant
- Signature: Wendy Graves Title, if applicable _____ Date 5-5-21
Signature of new owner/claimant

For IDWR Office Use Only:

Received by LE Date 05/14/2021 Receipt No. W049396 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing dj W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date 5/26/2021

Instrument # 137515

COUNCIL, ADAMS, IDAHO

5-3-2021 02:17:22 PM No. of Pages: 24

Recorded for : TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 15.00

DEED RESERVING A LIFE ESTATE

THIS DEED, is made by William Ed Hargis and Irene M. Van Fossen Hargis, husband and wife, as Trustees of that certain William E. and Irene M. Van Fossen Hargis Family Trust U/T/A July 28, 2006, Grantors herein, for the benefit of Gene A. Graves and Wendy L. Graves, husband and wife, whose address is: 7050 Leflore Place, Granite Bay, California 95746, Grantees herein.

RESERVING, HOWEVER, to Grantors a LIFE ESTATE to use and occupy the below-described property as and for their personal residence pursuant to that certain Life Estate Agreement by and among the Parties hereto having an effective date of May 4th, 2021, a true, correct, and accurate copy of which is attached hereto as Exhibit 1 and incorporated herein by reference as though set forth in full and at length.

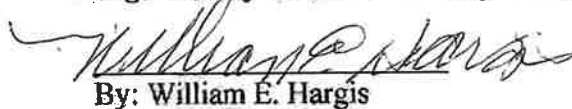
THEREFORE, for good and valuable consideration received, Grantors do hereby grant, bargain, sell, and convey to Grantees, the real property described below, together with the appurtenances, a life estate in the following described real property in Adams County, Idaho, to-wit:

Attached hereto as "Exhibit A" an incorporated herein by reference as though set forth in full and at length.

Grantors **WARRANT** that Grantors have good right and authority to execute and deliver this deed to the Grantees, and that Grantors are the owner in fee simple of said premises, subject only to those encumbrances of record, if any, which were made, suffered, or assumed by the Grantors.

DATED this 4th day of May, 2021.

The William E. and Irene M. Van Fossen
Hargis Family Trust U/T/A July 28, 2006:



By: William E. Hargis

Its: Trustee



By: Irene Van Fossen Hargis

Its: Trustee

NOTARY

STATE OF IDAHO)

County of Adams ss:)
County of Washington)

On this the 30th day of April, 2021, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, William E. Hargis and Irene Van Fossen Hargis, known or identified to me to be the Trustees of the William E and Irene M Van Fossen Hargis Family Trust, U/T/A July 28, 2006 and the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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





Notary Public for Idaho

Residing in:

Cambridge ID
6.26.21

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 of River Vista Addition as set forth on the official plat recorded August 1, 1997 in Book 2 of Plats at page 22, in the office of the Adams County Recorder, Adams County, Idaho.

AND

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
Sections 16, 21, and 22: A tract of land located in the SE1/4 and SE1/4SW1/4 of Section 16, in the NE1/4 of Section 21, and in the NW1/4NW1/4 of Section 22, more particularly described as follows:
Beginning at the 1/4 corner common to Sections 16 and 21, T15NR2WBM;
Thence North 88° 31'45" West 1316.22 feet along the line common to Sections 16 and 21 to the SW corner of the SE1/4SW1/4 of Section 16;
Thence North 00° 13'42" West 1327.43 feet along the West line of the SE1/4SW1/4 of Section 16 to the NW corner of the SE1/4SW1/4 of Section 16;
Thence South 88° 50'56" East 1317.55 feet along the North line of the SE1/4SW1/4 of Section 16 to the NE corner of the SE1/4SW1/4 of Section 16;
Thence North 00° 09'48" West 1334.75 feet along the North-South midsection line of Section 16 to the center 1/4 corner of Section 16;
Thence South 89° 10'06" East 1323.24 feet along the East-West midsection line of Section 16 to the SE corner of the SW1/4NE1/4 of Section 16;
Thence South 87° 00'00" East 228.96 feet to the thread of the Welser River;
Thence South 18° 21'50" West 325.28 feet downstream along said thread;
Thence South 85° 40'00" East 159.98 feet;
Thence South 05° 16'00" West 656.28 feet;
Thence North 78° 35'00" East 874.58 feet;
Thence South 00° 00'00" West 368.61 feet;
Thence South 44° 36'00" West 555.05 feet to a point on a nontangent curve with center being South 41° 35'05" East 1530.00 feet radial distance;
Thence counter-clockwise along said nontangent curve an arc distance of 641.82 feet (chord South 36° 23'52" West 637.12 feet);
Thence South 55° 04'00" East 265.32 feet;
Thence South 28° 05'30" East 153.22 feet;
Thence South 40° 51'00" East 677.91 feet;
Thence South 85° 10'00" East 341.95 feet;
Thence South 20° 45'00" West 139.83 feet;
Thence along a 780.00 foot radius curve to the left an arc distance of 193.99 feet (chord South 13° 37'30" West 193.49 feet);
Thence North 58° 10'00" West 762.87 feet;
Thence South 41° 25'00" West 535.09 feet;
Thence South 28° 53'00" West 600.00 feet;
Thence South 73° 50'00" West 1370.00 feet to a point on the North-South midsection line of Section 21;
Thence North 00° 01'26" East 1492.67 feet along the North-South midsection line of Section 16 to the REAL POINT OF BEGINNING.
EXCEPTING the former right-of-way of the Union Pacific Railroad, now Friends of the Welser River Trail.

Together with all easements, private roads, appurtenances, any and all water rights (including but not limited to those 30 Class A shares of Lost Valley Reservoir Water), mineral rights, rights-of-way, leases, permits, licenses, rights, privileges, fixtures, apparatus, equipment, buildings and improvements now or hereafter on, to, used in connection with or relating to said real estate.

EXHIBIT 1
LIFE ESTATE AGREEMENT

This LIFE ESTATE AGREEMENT (hereinafter "Agreement") is executed effective as of this 4th day of May, 2021 (the "Effective Date"), by and between, William Ed Hargis and Irene M. Van Fossen Hargis, husband and wife, individually, and as Trustees of that certain WILLIAM E. AND IRENE M. VAN FOSSEN HARGIS FAMILY TRUST U/T/A July 28, 2006 (hereinafter "Hargis") and Gene A. Graves and Wendy L. Graves, husband and wife, (hereinafter "Graves"). The above-mentioned parties may be referred to individually as "Party" or collectively as "Parties". Therefore, the Parties agree as follows:

I. RECITALS

1. Whereas the Parties entered into a Real Estate Purchase and Sale Agreement (hereinafter "Real Estate Contract") on March 8, 2021, as amended;
2. Whereas pursuant to the Real Estate Contract, Hargis is selling and Graves are purchasing the real property referenced below in Article II(a), subject to a life estate, pursuant to the terms herein;
3. Whereas in order to protect the interests of both Parties for the duration of the life estate the above-mentioned the Parties have agreed to execute this Life Estate Agreement;
4. Whereas this Agreement sets forth the responsibilities and obligations of each Party with respect to the real property sold, pursuant to the Real Estate Contract; and
5. Whereas this Agreement is executed on even date with the following documents:

(1) Mortgage (hereinafter "Mortgage"); (2) Promissory Note (hereinafter "Promissory Note"); (3) Bill of Sale (hereinafter "Bill of Sale"); (4) Shared Well Use and Maintenance Agreement ("Shared Well Use and Maintenance Agreement"). The

Mortgage, Promissory Note, Bill of Sale, and Shared Well Use and Maintenance Agreement are hereby incorporated herein by reference as if set forth in full and at length; therefore, the terms therein are binding, material terms of this Agreement.

II. LIFE ESTATE INTEREST & PREMISES

a. Description of Premises. The real property burdened by Hargis' reservation of a life estate interest is commonly known as 1620 Goodrich Spur Road Council, Idaho 83612 and more particularly described in *Exhibit A*, attached hereto and incorporated by reference as if set forth herein in full and at length (hereinafter "Premises").

b. Grant of Life Estate Interest. Hargis hereby reserves and grants to themselves, a life estate interest in the Premises. The rights granted herein and enjoyed by Hargis extends to the Hargis' invitees or any other guests of Hargis. Hargis shall have a right to use, occupy, reside, and enjoy the following fixtures and/or structures located within the boundary of the Premises:

- (1) Residence, as defined below;
- (2) Garage;
- (3) Haybarn wing (to store truck and pontoon boat);
- (4) Small woodworking shop;
- (5) Yard immediately surrounding the Residence, as defined below; and
- (6) Garden.

c. Duration of Life Estate Interest. The life estate interest and the terms of this Agreement shall remain and continue to run and burden the Premises for one (1) full, continuous calendar year following the natural life of William Ed Hargis, subject to Article II(c)(1) below. In the event William Ed Hargis predeceases Irene M. Van Fossen

Hargis, she shall vacate the Premises and remove all personal property therefrom no later than one (1) year following the date of William Ed Hargis' death, at which point this Agreement will terminate.

(1) Voluntary Relinquishment. Hargis, at any time and in their sole discretion, may terminate this Agreement by: (1) moving with the intention to relocate their residence; and (2) in the event they do not return to the Premises for one full, continuous calendar year following their relocation. In the event Hargis determines, in Hargis sole and absolute discretion, to exercise the right to voluntarily relinquish the Premises under this provision, then Hargis shall provide thirty (30) calendar days prior written notice to Graves of their intention to relocate their residence and not to return to the Premises, in which case Hargis shall have one-year from the date of notice upon Graves to vacate the Premises.

(2) Termination and Auction. Upon the termination of this Agreement, for any reason, including but not necessarily limited to termination pursuant to Article II(c) and Article II (c)(1) herein, Hargis shall be entitled to hold an auction on the Premises to sell any and all personal property not listed within the Bill of Sale, including but not limited to those set forth in *Exhibit B*, attached hereto and incorporated herein as if set forth in full and at length.

(3) Absence from Property. In the event, Hargis plans to leave the Premises for longer than thirty (30) consecutive calendar days, Hargis shall give Graves fourteen (14) calendar day notice prior to leaving the Premises for a period exceeding thirty (30) consecutive calendar days.

d. Consideration for Life Estate Interest. Hargis' reservation of this life estate interest is referenced in the Real Estate Contract and all consideration for this Agreement was contemplated therein. Therefore, no additional consideration shall be required under this Agreement, rent or otherwise.

e. Residence. Hargis is currently residing in the only home or residence located within the Premises, identified as 1602 Goodrich Spur Road, Council Idaho (hereinafter "Residence"). Pursuant to this Agreement, Hargis hereby retains their right to occupy, reside, use, and enjoy the Residence during the term of this Agreement, including but not limited to the right to enjoy all fixtures, major appliances, and systems incorporated with the Residence.

f. River Access and Rights. Hargis further retains their right to use and enjoy the Weiser River wherever it runs adjacent to the Premises. This right includes but is not limited to river access, hunting rights, subject to Article II(f)(1) below, and fishing rights for all portions of the Premises running adjacent to the Weiser River.

(1) Hunting Rights Reserved. Hargis hereby reserves the right to hunt and/or shoot the following animals within the Premises:

- i. Waterfowl;
- ii. Upland game; and
- iii. Rodents.

(2) Big Game. Hargis may not hunt big game within the Premises.

III. HARGIS' OBLIGATIONS

- a. **Utilities.** Hargis understands, agrees, and acknowledges that they shall be responsible for payment of the electricity expenses billed by the power company and which are only attributable to the Residence, garage, and woodworking shop.
- b. **Insurance.** Hargis understands, agrees, and acknowledges that they shall be responsible to purchase and maintain a tenant's or renter's insurance policy insuring the contents within the Residence.
- c. **Protection of Premises.** Grantors understand, agree, and acknowledge that they shall keep the Premises in good condition and repair, not to commit or permit any waste thereof, not to commit, suffer or permit any act upon the Residence in violation of law.
- d. **Maintenance.** Hargis will not be responsible for tree trimming, wood removal, exterior painting, and/or roof repairs related to the Residence or the fixtures and/or structures described in Article II(b). However, Hargis understands, agrees, and acknowledges that they shall be responsible for maintaining and repairing, when required, the following:
- (1) Fixtures and/or structures described in Article II(b);
 - (2) Major appliances located within the Residence;
 - (3) Heating system for the Residence; and
 - (4) Driveway, in its present state and subject to Article IV(d)(1) of this Agreement.

IV. GRAVES' OBLIGATIONS

- a. **Property Taxes.** Graves understands, agrees, and acknowledges that they shall be solely responsible for the property taxes related to the Premises, as they come due.
- b. **Insurance.** Graves understands, agrees, and acknowledges that they shall be solely responsible for liability and fire and casualty insurance, as set forth in that certain Farm Quote presented by the Insurance Group Inc., with a proposed policy period beginning May 9, 2021 and expiring on May 9, 2022, which both Parties agree shall be valid and in effect for the duration of the terms of this Agreement, with loss payable to Hargis in the amount due and owing on the Promissory Note. The proceeds of such insurance shall be first remitted to Hargis in order to pay off the entire balance and interest due and owing on the Promissory Note, and any insurance proceeds in excess of the Promissory Note, but only after the Promissory Note has been paid in full, shall be remitted to the Graves. If the proceeds from the insurance policy are insufficient to pay off the balance then due and owing on said Promissory Note, then Hargis shall receive the entire proceeds of such policy and Graves shall remain liable from any amount still due and owing on the Promissory Note, which shall become due and payable in full no later than one year following the date of loss. If such loss is the residence dwelling inhabited by Hargis, then Hargis shall vacate the Premises within one year following the date of loss, during which time Hargis shall be entitled to hold an auction pursuant to Article II(c)(2) above. If a building other than the residence is lost or damaged, Hargis shall continue to have the rights set forth under this Agreement, including but not limited to the right to occupy pursuant to Article II above.. Proof of any insurance policy or insurance policies

contemplated herein shall be provided by the Graves to the Hargis no later than the Closing Date indicated on the Real Estate Contract.

- c. **Utilities.** In the event Graves constructs any structure(s) and/or begin to reside on the Premises, or undertake activities such that utilities will become necessary for their use and enjoyment of the Premises, Graves understands, agrees, and acknowledges that they shall be solely responsible for all costs associated therewith including but not limited to, the installation of a separate meter reading device.

(1) **Shared Well Use and Maintenance Agreement.** In the event Graves constructs any structure(s) and/or begin to reside on the Premises, or undertake activities such that well water will become necessary for their use and enjoyment of the Premises, Graves shall abide by the terms and conditions within the Shared Well Use and Maintenance Agreement. A breach of the Shared Well Use and Maintenance Agreement shall constitute a breach hereunder and provide Hargis will all available rights and remedies per the terms of the Shared Well Use and Maintenance Agreement, this Agreement, and allowed pursuant to Idaho law.

- d. **Maintenance.** Graves understands, agrees, and acknowledges that they shall be responsible for maintaining and repairing, when required, the following:

(1) **Driveway.** In the event Graves wish to upgrade the driveway in any manner, Graves understands, agrees, and acknowledge that maintenance of the driveway shall be the Graves' responsibility to maintain and the Hargis will no longer be responsible for the maintenance thereof;

(2) Exterior Maintenance. Tree trimming, wood removal, exterior painting, and/or roof repairs related to the Residence or the fixtures and/or structures described in Article II(b), subject to Article IV(e) herein.

- e. **Uninsurable Buildings/Structures.** The Parties hereto understand, agree, and acknowledge that all of the structures and/or buildings located on the Premises may not be insurable. Therefore, Graves shall be responsible for maintaining, repairing, or replacing the structures and/or buildings which can be insured as described in the Farm Quote presented by the Insurance Group Inc., with a proposed policy period beginning May 9, 2021 and expiring on May 9, 2022, and as set forth in *Exhibit C*, attached hereto and incorporated herein by reference as if set forth in full and at length.
- f. **Protect Premises.** Graves understands, agrees, and acknowledges, to keep the Premises in good condition and repair; not commit or permit any waste thereof; not to commit, suffer or permit any act upon said Premises in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from character or sue of Premise may be reasonably necessary, the specific enumeration's herein not excluding the general.
- g. **Defense of Property.** Graves understands, agrees, and acknowledges that they shall appear in and defend any action or proceeding purporting to affect the security of Premises or the rights or powers of Hargis; and to pay all costs and expenses, including cost of evidence of title and attorney's fees and costs in a reasonable sum, in any such action or proceeding in which Hargis may appear.

- h. Payments.** Graves understands, agrees, and acknowledges they shall pay immediately and without demand all sums expended by Hargis pursuant to the provisions of the Mortgage, Promissory Note, and/or Well-Sharing Agreement, all executed on even date herewith and incorporated herein as if set forth in full and at length, with interest at the legal rate, pursuant to *Idaho Code §28-22-104*.

V. PREMISES SOLD SUBJECT TO HAY LEASE

- a. Oral Hay Lease.** The Premises are subject to an oral hay lease. Graves understands, agrees, and acknowledges that they are solely responsible for negotiating a written lease with the current tenant, Steve Deroin. Hargis understands, agrees, and acknowledges, that Graves are entitled to any and all income arising from the hay lease contemplated herein.
- b. Diesel Reimbursement.** Located on the Premises are two above-ground diesel tanks which are used for farm equipment and the Dozer during the farm season. Graves understands, agrees, and acknowledges that they shall reimburse Hargis for any and all diesel fuel existing in said tanks. The Parties hereto agree and acknowledge that no company was able to measure the amount of diesel remaining prior to Closing, and therefore the Parties agree that reimbursement by the Graves shall be paid to Hargis within ten (10) calendar days of the day Hargis provides notice to Graves that the diesel has been measured, the amount thereof and the payment due.

VI. DEFAULT

a. Default by Hargis. Should Hargis fail to do any act as herein provided, Graves may, but without any obligation so to do and without releasing Hargis from any obligation hereof: make or do the same in such manner and to such extent as either may deem necessary to protect the security of the Premises, Graves being authorized to enter upon the Premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Graves; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to the Mortgage, executed on even date herewith and incorporated herein as if set forth in full and at length. Notwithstanding the foregoing, Graves shall give Hargis fourteen (14) days written notice of intent to file a default during which fourteen-day period Hargis shall be entitled to cure the default, or undertake substantial steps toward curing the default if it cannot be cured within said fourteen-day period.

b. Default by Graves. Should Graves fail to make any payment or do any act as herein provided, Hargis may, but without any obligation so to do and without releasing Graves from any obligation hereof: make or do the same in such manner and to such extent as either may deem necessary to protect the security of the Premises, Hargis being authorized to enter upon the Premises for such purposes; appear in and defend any action or proceeding purporting to affect the security of the Premises or the rights or powers of Hargis; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to the Mortgage; and in exercising such powers or in enforcing the Mortgage by judicial foreclosure or pursuant to law, pay necessary expenses, employ counsel and pay his or her reasonable attorney's fees and

costs. Notwithstanding the foregoing, Hargis shall give Graves fourteen (14) days written notice of intent to file a default during which ten-day period Graves shall be entitled to cure the default.

(1) Upon Default by Graves, Hargis shall also be entitled to exercise any remedy available pursuant to the Promissory Note, Mortgage, and Shared Well Use and Maintenance Agreement, and/or any remedy available at law and equity under the laws of the State of Idaho.

VII. MISCELLANEOUS

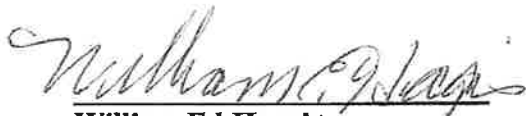
- a. **No Waiver.** If Hargis fails to exercise any right or option hereunder, the same shall not modify any term or condition of this Agreement, nor shall it be construed as a waiver of any covenant or term of this Agreement in any other instance or circumstance or during the continuance of the same or any other default.
- b. **Legal Fees, Law and Venue.** In any action to enforce this Agreement Graves agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit. This Agreement shall be construed in accordance with Idaho Law and any cause of action shall be filed in the District Court, Adams County, State of Idaho.
- c. **Binding Effect.** The covenants and terms of this Agreement shall be binding upon and inure to the benefit of the Hargis, Graves and their respective heirs, personal representatives, successors and assigns.
- d. **Premises Defined.** Any reference herein to the "real property", "property", "premises", and/or "real estate" shall be deemed to mean that certain real property located in Adams County, Idaho, more particularly described in Exhibit "A" hereto.

- e. **Entire Agreement.** This written Agreement constitutes the entire extent of all terms and conditions for the Life Estate. All prior oral discussions and writings are deemed merged into this Agreement and are of no further force and effect. This Agreement can only be modified or amended by written addendum properly signed and dated by both Parties.
- f. **Recording.** The Parties hereto shall record this Agreement to protect future purchasers of the Premises.
- g. **Counterparts.** The Parties hereto agree and acknowledge that this Agreement may be executed in counterparts, and each signature or copy thereof is valid as if signed on one original document.
- h. **Voluntary Acceptance of Agreement.** The Parties hereto agree and acknowledge that they have read, understand, and voluntarily accept the terms of this Agreement. The Parties further acknowledge that they have each had an opportunity to have an attorney of each Parties' choosing to advise them on the terms contained herein. This Agreement reflects an arms-length transaction between the Parties and was drafted by the Hargis' attorneys and is entered into freely by Graves. In the event that any ambiguity is found to exist in any provision of this Agreement, such ambiguity is not to be construed by any doctrine calling for the construction of ambiguities against the drafter of this document.
- i. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and, to that extent, the provisions of this Agreement are intended to be and shall be deemed severable.
- j. **Captions.** The captions and section headings used herein are for convenience only, and are not part of this Agreement and shall not be used in construing the same.

- k. Third-Party Beneficiary.** Nothing in this Agreement (whether express or implied) is intended to confer upon any person other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any Party hereto, nor shall any provisions hereof give any person any right of subrogation against, or action over any party.
- l. Assignment and Delegation.** This Agreement shall not and may not be assigned or delegated by either Party.
- m. Recitals.** The Recitals contemplated herein, on page 1 of this Agreement, are hereby incorporated into this Agreement, therefore, any and all obligations, rights, duties, powers, agreements, contracts, or remedies either directly referenced or indirectly referenced, by document title, shall be binding, material terms within this Agreement.

NOWTHEREOFRE, having read and accepted the terms of this Agreement, the Parties hereto execute this Agreement on the date set forth above.

HARGIS:


William Ed Hargis


Irene M. Van Fossen Hargis

GRAVES:

Gene A. Graves

Wendy L. Graves

NOTARY

STATE OF IDAHO

)

ss:

COUNTY OF

Adams

)

On this, the 30th day of April, 2021, before me a Notary Public, personally appeared William Ed Hargis and Irene M. Van Fossen Hargis, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Karen L. Amidon

Notary Public of Idaho

Residing at:

Cambridge ID

exp: 6.26.21

k. **Third-Party Beneficiary.** Nothing in this Agreement (whether express or implied) is intended to confer upon any person other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any Party hereto, nor shall any provisions hereof give any person any right of subrogation against, or action over any party.

l. **Assignment and Delegation.** This Agreement shall not and may not be assigned or delegated by either Party.

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HARGIS:

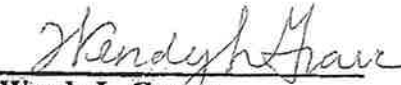
William Ed Hargis

Irene M. Van Fossen Hargis

GRAVES:



Gene A. Graves



Wendy L. Graves

NOTARY

STATE OF CA)

SS:

COUNTY OF Placer)

On this, the 30 day of April, 2021, before me a Notary Public, personally appeared Gene A. Graves and Wendy L. Graves, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Debbie Locatelli

Notary Public of CA - Placer

Residing at: 19410 Old Bear Lake Rd
El Dorado Hills CA

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of River Vista Addition as set forth on the official plat recorded August 1, 1997 in Book 2 of Plats at page 22, in the office of the Adams County Recorder, Adams County, Idaho.

AND

Township 15 North, Range 2 West, Boise Meridian, Adams County, Idaho
Sections 16, 21, and 22: A tract of land located in the SE1/4 and SE1/4SW1/4 of Section 16, in the NE1/4 of Section 21, and in the NW1/4NW1/4 of Section 22, more particularly described as follows:
Beginning at the 1/4 corner common to Sections 16 and 21, T15NR2WBM;
Thence North 88° 31'45" West 1316.22 feet along the line common to Sections 16 and 21 to the SW corner of the SE1/4SW1/4 of Section 16;
Thence North 00° 13'42" West 1327.43 feet along the West line of the SE1/4SW1/4 of Section 16 to the NW corner of the SE1/4SW1/4 of Section 16;
Thence South 88° 50'56" East 1317.55 feet along the North line of the SE1/4SW1/4 of Section 16 to the NE corner of the SE1/4SW1/4 of Section 16;
Thence North 00° 09'48" West 1334.75 feet along the North-South midsection line of Section 16 to the center 1/4 corner of Section 16;
Thence South 89° 10'06" East 1323.24 feet along the East-West midsection line of Section 16 to the SE corner of the SW1/4NE1/4 of Section 16;
Thence South 87° 00'00" East 226.96 feet to the thread of the Weiser River;
Thence South 18° 21'50" West 325.28 feet downstream along said thread;
Thence South 85° 40'00" East 159.98 feet;
Thence South 05° 16'00" West 656.28 feet;
Thence North 78° 35'00" East 874.58 feet;
Thence South 00° 00'00" West 368.61 feet;
Thence South 44° 36'00" West 555.05 feet to a point on a nontangent curve with center being South 41° 35'05" East 1530.00 feet radial distance;
Thence counter-clockwise along said nontangent curve an arc distance of 641.82 feet (chord South 36° 23'52" West 637.12 feet);
Thence South 55° 04'00" East 265.32 feet;
Thence South 28° 05'30" East 153.22 feet;
Thence South 40° 51'00" East 877.91 feet;
Thence South 85° 10'00" East 341.95 feet;
Thence South 20° 45'00" West 139.83 feet;
Thence along a 780.00 foot radius curve to the left an arc distance of 193.99 feet (chord South 13° 37'30" West 193.49 feet);
Thence North 58° 10'00" West 762.87 feet;
Thence South 41° 25'00" West 535.09 feet;
Thence South 28° 53'00" West 600.00 feet;
Thence South 73° 50'00" West 1370.00 feet to a point on the North-South midsection line of Section 21;
Thence North 00° 01'26" East 1492.67 feet along the North-South midsection line of Section 16 to the
REAL POINT OF BEGINNING.
EXCEPTING the former right-of-way of the Union Pacific Railroad, now Friends of the Weiser River Trail.

Together with all easements, private roads, appurtenances, any and all water rights (including but not limited to those 30 Class A shares of Lost Valley Reservoir Water), mineral rights, rights-of-way, leases, permits, licenses, rights, privileges, fixtures, apparatus, equipment, buildings and improvements now or hereafter on, to, used in connection with or relating to said real estate.

Exhibit B

Items Specifically Excluded From Sale

1. Work Bench and Vice in Hay Barn; and
2. All antiques, antique farm equipment, wheels, yard art, deer antlers, all taxidermy, artifacts on the real property, and all personal property not specifically identified in the Bill of Sale dated May ~~10~~¹¹, 2021 by and among the Parties.

Exhibit B

Items Specifically Excluded From Sale

1. Work Bench and Vice in Hay Barn; and
2. All antiques, antique farm equipment, wheels, yard art, deer antlers, all taxidermy, artifacts on the real property, and all personal property not specifically identified in the Bill of Sale dated May 4th, 2021 by and among the Parties.

EXHIBIT C

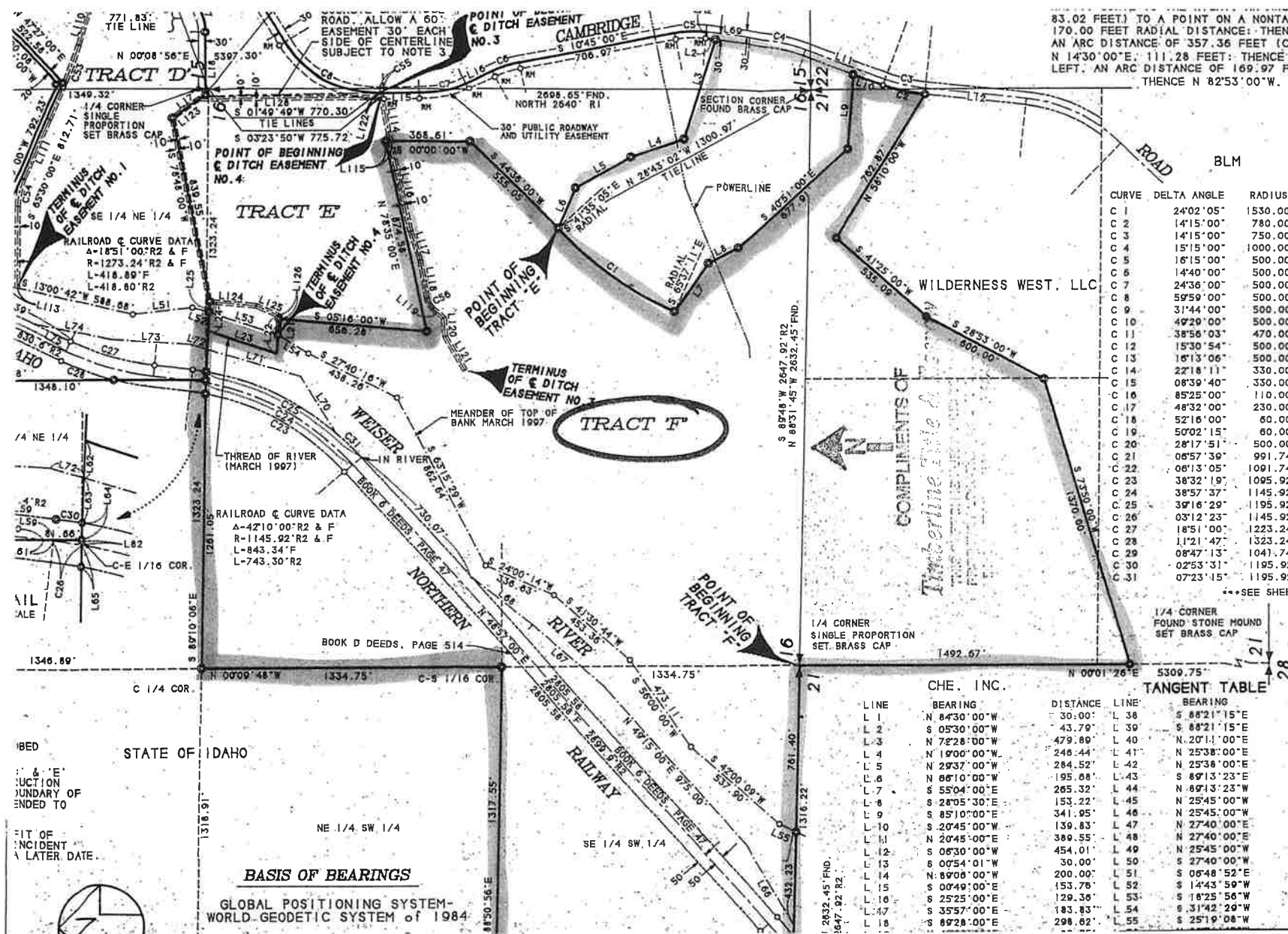
INSURABLE BUILDINGS/STRUCTURES

1. Dwelling
2. 1920 Frame Barn
3. 1984 Frame Hay Barn
4. 1975 Masonry Shop

EXHIBIT C

INSURABLE BUILDINGS/STRUCTURES

1. Dwelling
2. 1920 Frame Barn
3. 1984 Frame Hay Barn
4. 1975 Masonry Shop



83.02 FEET) TO A POINT ON A NONTANGENT CURVE WITH CENTER B
170.00 FEET RADIAL DISTANCE: THENCE CLOCKWISE ALONG SAID N
AN ARC DISTANCE OF 357.36 FEET (CHORD N 45°43'19"W, 295.11
N 14°30'00"E, 111.28 FEET: THENCE ALONG A 100.00 FOOT RADIAL
LEFT, AN ARC DISTANCE OF 169.97 FEET (CHORD N 34°11'30"W,
THENCE N 82°53'00"W, 77.33 FEET TO THE TERMINAL

ROAD

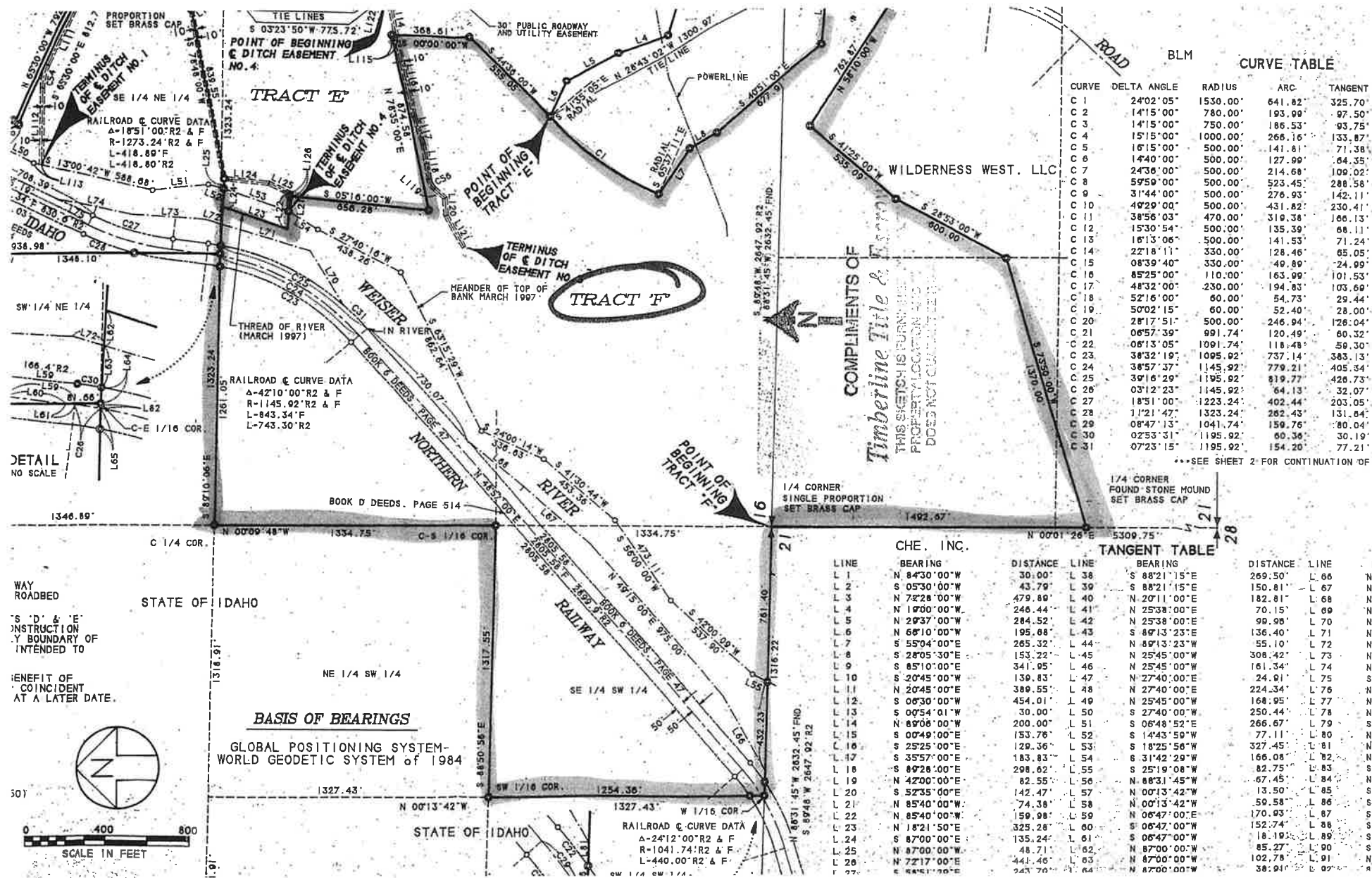
BLM

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	
C 1	24°02'05"	1530.00'	641.82'	325.70'	6
C 2	14°15'00"	780.00'	193.90'	97.50'	1
C 3	14°15'00"	750.00'	186.53'	93.75'	1
C 4	15°15'00"	1000.00'	286.16'	133.87'	2
C 5	18°15'00"	500.00'	141.81'	71.38'	1
C 6	14°40'00"	500.00'	127.99'	64.35'	1
C 7	24°36'00"	500.00'	214.68'	109.02'	2
C 8	59°59'00"	500.00'	523.45'	288.58'	5
C 9	31°44'00"	500.00'	276.93'	142.11'	2
C 10	49°29'00"	500.00'	431.82'	230.41'	1
C 11	38°58'03"	470.00'	319.38'	166.13'	3
C 12	15°30'54"	500.00'	155.36'	80.11'	1
C 13	15°31'06"	500.00'	141.15'	71.24'	1
C 14	22°18'11"	330.00'	122.46'	65.05'	1
C 15	08°39'40"	330.00'	49.89'	24.89'	1
C 16	85°25'00"	110.00'	163.99'	101.53'	1
C 17	48°32'00"	230.00'	194.53'	103.69'	1
C 18	52°16'00"	60.00'	54.73'	29.44'	1
C 19	50°02'15"	60.00'	52.40'	28.00'	1
C 20	28°17'51"	500.00'	246.94'	126.04'	2
C 21	08°57'39"	991.74'	120.49'	60.32'	1
C 22	06°13'05"	1091.74'	118.48'	59.30'	1
C 23	38°32'19"	1095.92'	737.14'	363.13'	7
C 24	38°57'37"	1145.92'	779.21'	405.34'	7
C 25	39°16'29"	1195.92'	819.77'	426.73'	7
C 26	03°12'23"	1145.92'	64.13'	32.07'	1
C 27	18°51'00"	1223.24'	402.44'	203.05'	4
C 28	11°21'47"	1323.24'	262.43'	131.64'	2
C 29	08°47'13"	1041.74'	159.76'	80.04'	1
C 30	02°53'31"	1195.92'	60.36'	30.19'	1
C 31	07°23'15"	1195.92'	154.20'	77.21'	1

***SEE SHEET 2 FOR CONTINUATION OF CURV

CHE. INC.			TANGENT TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L 1	N 84°30' 00" W	30.00'	L 38	S 88°21' 15" E	269.50'
L 2	S 05°30' 00" W	43.79'	L 39	S 88°21' 15" E	150.81'
L 3	N 72°28' 00" W	479.80'	L 40	N 20°11' 00" E	182.81'
L 4	N 19°00' 00" W	248.44'	L 41	N 25°38' 00" E	70.15'
L 5	N 29°37' 00" W	264.52'	L 42	N 25°38' 00" E	59.98'
L 6	N 86°10' 00" W	136.40'	L 43	S 69°13' 23" W	135.47'
L 7	S 55°04' 00" E	263.32'	L 44	N 69°13' 23" W	55.10'
L 8	S 84°05' 30" E	153.22'	L 45	N 25°45' 00" W	308.42'
L 9	S 85°10' 00" E	341.95'	L 46	N 25°45' 00" W	161.34'
L 10	S 20°45' 00" W	139.83'	L 47	N 27°40' 00" E	24.91'
L 11	N 20°45' 00" E	380.55'	L 48	N 27°40' 00" E	224.34'
L 12	S 06°30' 00" W	454.01'	L 49	N 25°45' 00" W	168.05'
L 13	S 00°54' 01" W	30.00'	L 50	S 27°40' 00" W	250.44'
L 14	N 89°08' 00" W	200.00'	L 51	S 06°48' 52" E	266.67'
L 15	S 00°49' 00" E	153.76'	L 52	S 14°43' 59" W	77.11'
L 16	S 25°25' 00" E	129.36'	L 53	S 18°25' 56" W	327.45'
L 17	S 35°57' 00" E	183.83'	L 54	S 13°42' 29" W	166.08'
L 18	S 89°28' 00" E	298.82'	L 55	S 25°19' 08" W	82.75'





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor
May 27, 2021

Gary Spackman
Director

GENE A GRAVES
WENDY L GRAVES
7050 LE FLORE PL
GRANITE BAY CA 95746-8600

Re: Change in Ownership for Water Right No: 67-11399

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right 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) 287-4920 or debby.judd@idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debby Judd'.

Debby Judd
Technical Records Specialist

Enclosures

c. Timberline Title & Escrow – *via email*