Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

JUN 2 1 2019

DEPARTMENT OF WATER RESOURCES

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. 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.

	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
69-30968	Yes 🗌	Yes 🗌		Yes □	Yes 🗌
	Yes 🗌	Yes 🗌		Yes 🗌	Yes 🗌
	Yes 🗀	Yes 🗌		Yes 🗌	Yes 🗌
	Yes 🗀	Yes 🗌		Yes 🗌	Yes 🗌
	Yes 🗆	Yes 🗌		Yes 🗆	Yes 🗌
Previous Owner's Name:	Ken	neth L. Du	rsley - died 10,	121/2015-	see death ce
New Owner(s)/Claimant(s):	ma	rent water right holder/clain WWW JULYAL 3) as listed on the conveyan	LUX	onnector D	and or and/
7193 N. L.	ience t	ark Lave (City	Barden City	ID	83714 CIP
208-353- Telephone	1703		marpursley a	Ad, cor	n
If the water rights and/or adj The water rights or clai The water rights or clai	ims were divi	ded as specifically ident ded proportionately base	ified in a deed, contract, or or ed on the portion of their plac	e(s) of use acc	quired by the new ow
Date you acquired the water	rights and/or	claims listed above:	June 21, 2002 H	louse It	le Fransferse
completed IRS Form W-9 for	or payment to		evenue generated from any r		
year following an acknowled	lged change in	a designated lessor, using water right ownership,	ng a completed Lessor Design compensation for any rental	nation form. H	Beginning in the cale
year following an acknowled This form must be signed an A copy of the convey document must include Plat map, survey map and/or claim listed abo Filing fee (see instructi \$25 per undivide \$100 per split w No fee is require If water right(s) are lease	d submitted wance docume a legal descror aerial phove (if necessations for further ater right, ater right, sed for pending sed to the Watsed t	a designated lessor, using water right ownership, with the following REQUENT — warranty deed, quiption of the property of tograph which clearly stry to clarify division of a rexplanation): a adjudication claims. The supply Bank AND the ter Supply Bank, the independent of the supply Bank, the sup	ng a completed Lessor Design compensation for any rental UIRED items: nitclaim deed, court decree, description of the water right shows the place of use and p water rights or complex prop	nation form. F will go to the contract of sa t(s) if no land point of diverserty description	Beginning in the caler new owner(s). ale, etc. The conveya is conveyed. sion for each water rons). My hour from the caler well on form is required.
year following an acknowled This form must be signed an A copy of the convey document must include Plat map, survey map and/or claim listed abo Filing fee (see instructi \$25 per undivide \$100 per split we No fee is require If water right(s) are leas If water right(s) are leas	d submitted wance docume a legal descror aerial phove (if necessations for further atter right, atter right, sed for pending sed to the Watter document of the W	a designated lessor, using water right ownership, with the following REQUENT — warranty deed, quiption of the property of tograph which clearly stry to clarify division of the rexplanation): adjudication claims. Her Supply Bank AND the ter Supply Bank, the independent of the street of the supply Bank and	ng a completed Lessor Design compensation for any rental UIRED items: nitclaim deed, court decree, description of the water right shows the place of use and p water rights or complex prop	nation form. E will go to the contract of sa t(s) if no land point of diverserty description	Beginning in the caler new owner(s). ale, etc. The conveya is conveyed. sion for each water rons). My hour from the caler well on form is required.
This form must be signed an A copy of the convey document must include Plat map, survey map and/or claim listed about Filing fee (see instruction \$25 per undivided \$100 per split with No fee is required. If water right(s) are least If water right(s) are	d submitted wance docume a legal descror aerial phove (if necessations for further atter right, atter right, sed for pending sed to the Watter document of the W	a designated lessor, using water right ownership, with the following REQUENT — warranty deed, quiption of the property of tograph which clearly stry to clarify division of the rexplanation): adjudication claims. Her Supply Bank AND the ter Supply Bank, the independent of the street of the supply Bank and	ing a completed Lessor Design compensation for any rental UIRED items: intelaim deed, court decree, description of the water right shows the place of use and place are multiple owners, a Les ividual owner or designated lesson water rights of the complex property of the	nation form. E will go to the contract of sa t(s) if no land point of diverserty description	Beginning in the cales new owner(s). Ale, etc. The conveys is conveyed. Sion for each water rons). My hour - / LOCATION - of well on form is required. Applete, sign and submit
This form must be signed and A copy of the convey document must include Plat map, survey map and/or claim listed about Filing fee (see instruction \$25 per undivided \$100 per split with No fee is required. If water right(s) are least If water right(s) are	d submitted wance docume a legal descror aerial phove (if necessations for further atter right, atter right, sed for pending sed to the Watter document of the W	a designated lessor, using water right ownership, with the following REQUENT — warranty deed, quiption of the property of tograph which clearly stry to clarify division of the rexplanation): adjudication claims. Her Supply Bank AND the ter Supply Bank, the independent of the street of the supply Bank and	ing a completed Lessor Design compensation for any rental UIRED items: initclaim deed, court decree, description of the water right shows the place of use and place are multiple owners, a Lessividual owner or designated lessement, if applicable in the property of the place of the water rights or complex property of the place of the property of the place of the property of the property of the place of the property of the place of	nation form. E will go to the contract of sa t(s) if no land point of diverserty description	Beginning in the cale new owner(s). Ale, etc. The conveyed is conveyed. Sion for each water pons). My hour in the cale water in the conveyed is conveyed. Location is required. In plete, sign and submodule is a figure of the conveyed.

attachment # 2A

IDAHO DEPARTMENT OF WATER RESOURCES Proof Report

7/6/2016

Water Right 63-30968

Owner Type
Current Owner

Name and Address
KENNETH L PURSLEY

6330 PIERCE PARK LN

BOISE, ID 83703 (208)853-3310

Priority Date: 1/1/1950

Basis: Decreed Status: Active

Source

<u>Tributary</u>

GROUND WATER

 Beneficial Use
 From
 To
 Diversion Rate
 Volume

 STOCKWATER
 01/01
 12/31
 0.010 CFS

 DOMESTIC
 01/01
 12/31
 0.080 CFS

 Total Diversion
 0.090 CFS

Source and Point(s) of Diversion

GROUND WATER

NESW

Sec. 18, Twp 04N, Rge 02E, ADA County

Place Of Use

STOCKWATER within ADA County

				N	E			N	W			S	W			S	E		
Twp	Rng	Sec	NE	NW	SW	SE	Totals												
04N	02E	18									Х								

DOMESTIC within ADA County

10000				NE		NW		SW			SE									
	wp	Rng	Sec	NE	NW	SW	SE	Totals												
C)4N	02E	18			Į.						Х								

Conditions of Approval:

X02 Stockwater use is for 12 horses.

2. PARCEL NOS. S0618314978 AND S0618315102.

3. X01 Domestic use is for 2 homes.

4. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.

5. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified

decree. Section 42-1412(6), Idaho Code.

Combined Use Limits

N/A





U.S. Department of State REPORT OF DEATH OF A U.S. CITIZEN OR U.S. NON-CITIZEN NATIONAL ABROAD

- cast	411	Brasilia, Pos	A RESERVED BY THE RESERVED OF	10-26-2 Date of Issue (
				SSA No		
Name in full Kenneth Lloyd Purs	ley	X-12000000000000000000000000000000000000	######################################	•••	Age 75	
Date (mm-dd-yyyy) and Place of Bi	rth 04-04-1940	Idaho	United St	ates Of America		<u> </u>
Evidence of U.S. Citizenship Reg	gular Passport #4927	36632 Issued (On May 16, 2	012		st n
Address in U.S.A. 117 N Locust	St Boise, Idaho	United State	es Of Americ	1		PURSLEY (Last name)
Permanent or Temporary Address	Abroad					_
Date of death Oct	21		16		2015	
Month	Day	Но		Minute	Year	
Place of death Marié River, Zona Number and street	or Hospital/hotel	Gabriel Da C	City	1	Brazil Country	 E
Cause of death Acute Myocardial Including	Infarction, Coronary ig authority for statement		ude full name ar	d official title, if any		
according to Dr. Antonio Jorge So	uza da Silva, CRM 3	882/AM				- E
Disposition of the remains Clove	rdale Cemetery, Bois	e - ID, USA				(First name)
Local law governing disinterment of	of remains provides the	hat N/A				me)
Disposition of the effects Interred	At Cloverdale Ceme	etery, Boise, Id	laho			e// 24
Person or official responsible for c Elizabeth Pursley	ustody of effects and	accounting the	erefore		***************************************	
Traveling/residing abroad with rela	atives or friends as fo	llows:	20			1
Patrick March		ADDRE	5.5			
Informed by telegram or telephone		4.DDD.E/			DATE (mm-dd-yyy NOTIFIED	w <u> </u>
NAME Elizabeth Pursley	117 N I	ADDRES		712	10/22/2015	de OY
Ben Pursley	***********************	hitchead St B	ekandeminementen in	****************	10/22/2015	(Middle name)
Copy of this report sent to: NAME		ADDRES	SS		DATE (mm-dd-yyy SENT) ह
Elizabeth Pursley	117 N I	Locust St Bois	- 3	712	10/26/2015	
Ben Pursley	4015 N W	hitehead St B	oise, ID USA	83703	10/26/2015	
Notification or copy sent to Federa	Agencies: SSA x	VA x CSO	C Othe	r		- Đ
roundation of vopy some to a vac-	Trigonologic II			The second secon	State Agency	Te (
The original copy of this documen U.S. Department of State, Washing		cerning the ef	fects are bein	g placed in the p	ermanent files of the	mm-de
Remarks:					1	1-yy
U.S. passport number 492736632	issued on May 16, 20	12 was cancel	led and return	ned to Elizabeth (Continue o	Purste in reverse if necessary.)	(Date (mm-dd-yyyy) of death)
				-11		ath
[SEAL]				Signature on	all copies.	
	Jonathan	Mermis-Cava		of the Unit	ed States of America	a.
		S Chief				

ashley Rotter



01 % 8/5

PROPERTY INFORMATION

Date:

2/8/2019

Prepared By:

TitleOne Customer Service

Property Address:

7193 N Pierce Park Ln Boise 83714

Parcel Number:

S0618314978

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

4 2/08

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAYID NAVARRO TITLE ONE

2002 JN 26 PM 4: 37

102072232

When Recorded Return To: Givens Pursley, LLP 277 North 6th Street Suite 200 Boise, Idaho 83702 Attn: Kenneth L. Pursley, Esq.

QUITCLAIM DEED

FOR VALUE RECEIVED, Kenneth L. Pursley, a married man as his sole and separate property, the Grantor, whose address is c/o Givens Pursley, LLP, 277 North 6th Street, Suite 200, Boise, Idaho 83702, does hereby convey, release, remise and forever quit claim an undivided 50% of Grantors' right, title and interest in and to the real property hereinafter described, unto Marcia D. Pursley, a single woman, the Grantee, whose address is c/o Givens Pursley, LLP, 277 North 6th Street, Suite 200, Boise, Idaho 83702, the following described premises, to wit:

(See Exhibit A Attached)

together with its appurtenances.

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed this 21 of day of June 2002.

Kenneth L. Pursley

State of Idano)
) SS.
County of Ada)
	of June, in the year of 2002, before me, a Notary Public in and appeared Kenneth L. Pursley, 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.
	Josanna C. Walker
ANNA	Notary Public for Idaho
0	Residing at DIBU
NOTA	My Commission expires 6-14-08 tow
2 8 2	

EXHIBIT A Parcel 5

Legal Description
Formal 5

A pareer of land located in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 18; thence North 00°29'45" West a distance of 1312.19 feet along the Easterly line of the Southwest 1/4 of said Section 18 to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence South 89°45'45" West a distance of 936.76 feet along the Southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Southerly line North 00°32'16" West a distance of 18.74 feet to a point on the Northerly right-of-way line of North Pierce Park Lane of a certain instrument No. 101097285, recorded 9/21/01, Ada County Records, said point being the REAL POINT OF BEGINNING:

thence South 88°27'13" West a distance of 286.26 feet along said Northerly right-of-way line; thence leaving said Northerly right-of-way line North 27°18'04" West a distance of 150.44 feet; thence North 60°18'44" East a distance of 36.23 feet; thence North 89°45'41" East a distance of 128.27 feet; thence North 00°29'09" West a distance of 53.41 feet; thence North 89°45'41" East a distance of 67.39 feet; thence North 23°33'39" West a distance of 62.22 feet; thence South 89°45'41" West a distance of 235.09 feet; thence North 00°20'30" West a distance of 50.95 feet; thence North 09°31'48" East a distance of 99.76 feet; thence North 36°26'43" East a distance of 35.51 feet; thence North 00°29'11" West a distance of 469.74 feet; thence North 88°32'40" East a distance of 316.33 feet; thence South 09°32'12" West a distance of 204.19 feet; thence South 34°14'30" East a distance of 139.86 feet; thence South 04°39'54" East a distance of 124.89 feet; thence South 34°02'45" West a distance of 213.86 feet; thence South 23°33'39" East a distance of 257.90 feet; thence South 00°32'16" East a distance of 54.77 feet to the REAL POINT OF BEGINNING.

Said parcel contains 267,480 square feet or 6.14 acres, more or less.

End of Description.

Parcel 5 House + Lawn

Ada County Property Profile Information



Parcel ID: S0618314978

Property Addr: 7193 N Pierce Park Ln

Boise, ID 83714 - 7608

Property Type: Residential

Owner

Information

Owner Name: Pursley, Marcia D

Second Owner:

Mall Addr: 7193 N Pierce Park Ln Boise ID 83714 - 7608

Assessor

Information

Legal Desc: PAR #4978 OF NE4SW4 SEC 18 4N 2E

PARCEL B R/S 5632 #314977-S

Subdivision: 4n 2e 18

Lot/Block:

Twn/Rng/Sec: 04N / 02E / 18

Acres: 6.14

irrigation Dist:

Tax Code Area: 01-44 2018 Levy Rate: 0.0152

Zoning: City of Boise-R-1A

Homeowner \$100,000.00

Exemption:



Treasurer Information

 Year: 2016
 Tax: \$5,637.30

 Year: 2017
 Tax: \$5,774.66

 Year: 2018
 Tax: \$5,905.96

Assessor Categories

Year	Cat.	Descrip	otion	Acres	Value
2018	410	RES IM	PROVEMENT	\$28	81,400.00
2018	200	RES LO	T OR TRACT	6.14 \$20	06,700.00
		Totals:	6.14	\$48	88,100.00

most all is

Foothill Pasture - not irrigated, MP

Land Information
Residential Acres: 6.14

)

Commercial

Other Acres:

Street:

Water Source:

Acres: Sewer:

Sidewalks: No

Curbs and Gutters: No

View:

Water Influence:

Corner: No

Utilities:

Topography:

Recreation:

Residential Characteristics

Main Floor:	3,212	12 Deck SqFt: 140	Bedrooms:	3	Fireplace:	2	
Lower Floor:		Lower Floor Unfin:		Bathrooms:	3.75	Garage SqFt:	1,720
Upper Floor:		Patio SqFt:		Patio Covered:	No	Pool SqFt:	
Attic Fin:		Attic Unfin:		Year Bullt:	1965	Porch SqFt:	
Basement:	208	Basement Unfin:	488	Remodeled:	1980	Heating:	Yes
Total SqFt:	3,908	Total Unfin:	488			AC:	Yes
	Lower Floor: Upper Floor: Attic Fin: Basement:	Lower Floor: Upper Floor: Attic Fin: Basement: 208	Lower Floor: Upper Floor: Patio SqFt: Attic Fin: Attic Unfin: Basement: 208 Basement Unfin:	Lower Floor: Lower Floor Unfin: Upper Floor: Patio SqFt: Attic Fin: Attic Unfin: Basement: 208 Basement Unfin: 488	Lower Floor: Lower Floor Unfin: Bathrooms: Upper Floor: Patio SqFt: Patio Covered: Attic Fin: Attic Unfin: Year Built: Basement: 208 Basement Unfin: 488 Remodeled:	Lower Floor: Lower Floor Unfin: Bathrooms: 3.75 Upper Floor: Patio SqFt: Patio Covered: No Attic Fin: Attic Unfin: Year Built: 1965 Basement: 208 Basement Unfin: 488 Remodeled: 1980	Lower Floor:Lower Floor Unfin:Bathrooms:3.75Garage SqFt:Upper Floor:Patio SqFt:Patio Covered:NoPool SqFt:Attic Fin:Attic Unfin:Year Built:1965Porch SqFt:Basement:208Basement Unfin:488Remodeled:1980Heating:

Transfer Information

Loan Date: 1/29/2013

Loan Amt: \$236,000.00

Doc Num: 0113010790

Doc Type: Trust Deed-Deed of Trust

Loan Type:

Finance Type:

Lender: DL EVANS BANK

Rec. Date: 4/1/1978	Sale Price: \$240,000.00	Doc Num:	Doc Type: Grant Deed		
Owner: PURSLEY, I	MARCIA D	Grantor: OWNER N	IAME UNAVAILABLE		
Orig. Loan Amt:		Title Co:			
Finance Type:	Loan Type:	Lender:			

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10/25/200	Master	a result	1		1.0		Γ	II _	Ī	
ear	Status	Parcel #	Name			Street Name	Sufx	City		
	Active	S0618244592	PURSLEY FAMILY TRUST HH LLO	7237	N	PIERCE PARI	LN	BOISE	83714-0000	1
-	Active	S0618244599	PURSLEY FAMILY TRUST HH LLC	710	N	PIERCE PAR	LN	BOISE	83714-0000	-
	Active	S0618244601	PURSLEY FAMILY TRUST HH LLO	7399	<i>N</i>	PIERCE PAR	LN	BOISE	83714-0000	
100	Active	S0618244611	PURSLEY FAMILY TRUST HHLLC	7387	N	PIERCE PARK		BOISE	83714-0000	
	ctive	S0618244621	PURSLEY FAMILY TRUST HHLLC	7493	Ν	PIERCE PARK	LN	BOISE	83714-0000	
	Active	S0618314971	PURSLEY FAMILY TRUST HHLLO	7301	N	PIERCE PARK	LN.	BOISE	83714-0000	
A	Active	S0618314982	PURSLEY FAMILY TRUST HHLLC	<u>72</u> 25	N	PIERCE PARK	LN	BOISE	83714-0000	1
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A	ctive	S0618314971	PURSLEY MARCIA 0	7301	N	PIERCE PARK	LN	BOISE	83714-0000	T
Ā	ctive	S0618314978	PURSLEY MARCIA D	7193	N	PIERCE PARK	LN	BOISE	83714-0000	Ť
A	ctive	S0618314982	PURSLEY MARCIA D	7225	N	PIERCE PARK	LN	BOISE	83714-0000	T
A	ctive	R7334180730	PURSLEY MERLIN E	4017	N	MILWAUKEE	ST	BOISE	83704-0000	T
A	ctive	S0618314971	PURSLEY SARA D	7301	N	PIERCE PARK	LN	BOISE	83714-0000	T
A	ctive	R1013008021	PURSLEY SEAN TRUST 7/17/2014	327	N	14TH	ST	BOISE	83702-0000	T
A	ctive	R7334180730	PURSLEY SUSAN E A	4017	N	MILWAUKEE	ST	BOISE	83704-0000	T
A	ctive	R7406210300	PURSUIT INC	6151	N	DISCOVERY	WAY	BOISE	83713-0000	Τ
S	Suspend,	P1PURSUIT01	PURSUIT THE	6151	N	DISCOVERY	WAY	BOISE	83713-0000	Τ
А	ctive	R7200810260	PURTA MICHAEL ANTHONY	3499	N	BOTTLE BRUSH	AVE	BOISE	83713-0000	Ι
А	ctive	S1221438400	PURVES DAGMAR TRUSTEE	5540	w	VICTORY	RD	NAMPA	83687-0000	T
A	ctive	S1221438400	PURVES FAMILY 1995 REVOCABLE LIVIN	5540	W	VICTORY	RD	NAMPA	83687-0000	
Α	ctive	R3616540065	PURVES NORMAN R TESTAMENTARY TR	725	W	RANCH	RD	BOISE	83702-0000	
A	ctive	R3616540065	PURVES RALPH A TRUSTEE	725	W	RANCH	RD	BOISE	83702-0000	1
A	ctive	S1221438400	PURVES RALPH A TRUSTEE	5540	W	VICTORY	RD	NAMPA	83687-0000	┸
A	ctive	R5364100070	PURVIANCE CHAD A	2319	N	LINDA VISTA	PL	BOISE	83704-0000	1
A	ctive	R5364100070	PURVIANCE MELANIE	2319	N	LINDA VISTA	PL	BOISE	83704-0000	4
A	ctive	R1580260448	PURVIS AUSTIN	2107	S	PHILLIPPI	ST	BOISE	83705-0000	4
A	ctive	R1088000157	PURVIS BRETT J	2910	S	APPLE	ST	BOISE	83706-0000	4
A	ctive	R6568800240	PURVIS BRETT J	1905	N	RAINYCREEK	PL	MERIDI	83646-0000	1
A	ctive	R8222410280	PURVIS DANICA	268	Е	CORNELL	DR	MERIDI	83646-0000	1
_	ctive	R2919000400	PURVIS DANIEL	6423	W	ARLINGTON	DR	BOISE	83709-0000	+
_	ctive	R6905430310	PURVIS JACKLYN JOAN	203	W	BACALL	DR	MERIDI	83646-0000	+
_	ctive	MPOND721203	PURVIS JAMES ALLEN	1745	N	FRY	ST	BOISE	83704-0000	1
	ctive	R8222410280	PURVIS JARED	268	E	CORNELL	DR	MERIDI	83646-0000	+
-	ctive	R5124540080	PURVIS JARED JAY	3567	W	KIRKAM	ST	MERIDI	83646-0000	+
A	ctive	R9626250240	PURVIS JULIE M	5015	W	VIYMOSA	ST	BOISE	83703-0000	1



Parcel# S0618244592 Owner Pursley Family Trust Hh LLC

Pursley, Marcia D 601 W Bannock St

Ref Parcel Owner Address 601 W Bannock St Boise ID 83702

Site Address 7237 N Pierce Park Ln Market Total Value

Boise ID 83714 - 7627

Lot Size 12.47 Acres (543,367 SqFt) Assessed Total Value \$46,300.00

Building Area Year Built

School District Boise Independent Sch Zoning City of Boise-R-1A Single Family

Residential, Large Lot

Bedrooms Subdivision 4n 2e 18

Bathrooms Land Use / Land Use Std RES LOT OR TRACT/ RSFR -

Single Family Residence

Legal PAR #4592 @ CTR SEC 18 4N 2E PARCEL 9 R/S 5106 EXC R/W #244590-B



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Lot Size

Building Area



Parcel# S0618244599 Owner Pursley Family Trust Hh LLC

Ref Parcel Owner Address 601 W Bannock St

Boise ID 83702

Site Address 7105 N Pierce Park Ln Market Total Value

Boise ID 83714 - 7608

5.19 Acres (226,076 SqFt) Assessed Total Value \$19,300.00

Year Built

School District Boise Independent Sch Zoning City of Boise-R-1A Single Family

Residential, Large Lot

Bedrooms Subdivision 4n 2e 18

Bathrooms Land Use / Land Use Std RES LOT OR TRACT/ RSFR -

Single Family Residence

Legal PAR #4599 OF SW4 SEC 18 4N 2E PARCEL D ROS 5632 EXC R/W #244598-C #315112-C

#325862-C



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Lot Size



Parcel# S0618244601 Owner Pursley Family Trust Hh LLC

Pursley, Marcia D

Ref Parcel Owner Address 601 W Bannock St

Boise ID 83702

\$22,000.00

Site Address 7399 N Pierce Park Ln Market Total Value

5.94 Acres (258,746 SqFt)

Boise ID 83714 - 7682

Year Built

Assessed Total Value

Building Area School District Boise Independent Sch City of Boise-R-1A Single Family Zoning

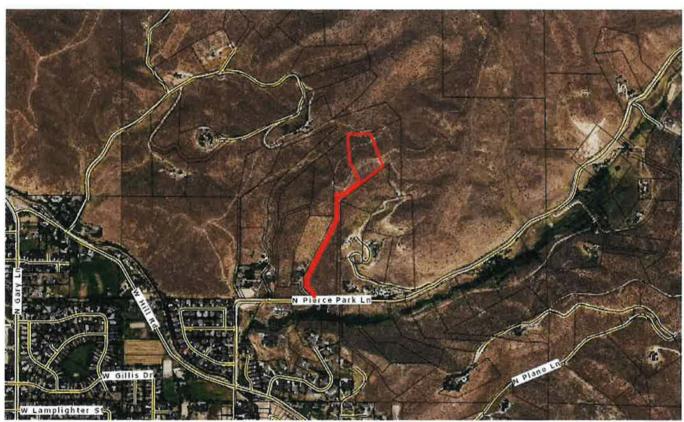
Residential, Large Lot

Bedrooms Subdivision 4n 2e 18

Bathrooms Land Use / Land Use Std RES LOT OR TRACT/ RSFR -

Single Family Residence

Legal PAR #4601 @ CTR SEC 18 4N 2E PARCEL 12 R/S 5106 EXC R/W#244600-B



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Legal

Parcel # S0618244611 Owner Pursley Family Trust Hh LLC Pursley, Marcia D **Ref Parcel Owner Address** 601 W Bannock St Boise ID 83702 Site Address Market Total Value 7387 N Pierce Park Ln Boise ID 83714 - 7682 Lot Size 5.06 Acres (220,370 SqFt) **Assessed Total Value** \$18,800.00 **Building Area** Year Built **School District** City of Boise-R-1A Single Family Boise Independent Sch Zoning Residential, Large Lot Subdivision Bedrooms 4n 2e 18 Bathrooms Land Use / Land Use Std RES LOT OR TRACT / RSFR -

PAR #4611 @ CTR SEC 18 4N 2E PARCEL 13 R/S 5106 EXC R/W #244610-B

Single Family Residence

Parcel #	S0618244611	Owner	Pursley Family Trust Hh LLC Pursley, Marcia D
Ref Parcel		Owner Address	601 W Bannock St Boise ID 83702
Site Address	7387 N Pierce Park Ln Boise ID 83714	Market Total Value	
Lot Size	6.83 Acres (297,428 SqFt)	Assessed Total Value	\$25,300.00
Building Area		Year Built	
School District	Boise Independent Sch	Zoning	City of Boise-R-1A Single Family Residential, Large Lot
Bedrooms		Subdivision	4n 2e 18
Bathrooms		Land Use / Land Use Std	RES LOT OR TRACT / RSFR - Single Family Residence
Legal	PAR #4621 @ CTR SEC 18 4N	2E PARCEL 11 R/S 5106 EXC R/V	V #244620-B

Parcel #	\$0618244611	Owner	Pursley Family Trust Hh LLC
			Pursley, Marcia D
Ref Parcel		Owner Address	601 W Bannock St
			Boise ID 83702
Site Address	7387 N Pierce Park Ln	Market Total Value	
	Boise ID 83714 - 7682		
Lot Size	6.82 Acres (297,210 SqFt)	Assessed Total Value	\$25,300.00
Building Area		Year Built	
School District	Boise Independent Sch	Zoning	City of Boise-R-1A Single Family
			Residential, Large Lot
Bedrooms		Subdivision	4n 2e 18
Bathrooms		Land Use / Land Use \$td	RES LOT OR TRACT / RSFR -
			Single Family Residence
Legal	PAR #4971 OF E2W2 SEC 18	4N 2E PARCEL 7 R/S 5106 EXC I	R/W #314970-B

Parcel #	50618314978	Owner	Pursley, Marcia D
Ref Parcel		Owner Address	7193 N Pierce Park Ln
			Boise ID 83714 - 7608
Site Address	7193 N Pierce Park Ln Boise ID 83714 - 7608	Market Total Value	
Lot Size	6.14 Acres (267,502 SqFt)	Assessed Total Value	\$488,100.00
Building Area	3,908 SqFt	Year Built	1965
School District	Boise Independent Sch	Zoning	City of Boise-R-1A Single Family
			Residential, Large Lot
Bedrooms	3	Subdivision	4n 2e 18
Bathrooms	3.75	Land Use / Land Use Std	RES LOT OR TRACT / RSFR - Single Family Residence
Legal	PAR #4978 OF NE4SW4 SEC	18 4N 2E PARCEL B R/S 5632 #	314977 <i>-</i> S

\$0618314982	Owner	Pursley Family Trust Hh LLC
		Pursley, Marcia D
	Owner Address	601 W Bannock St
		Boise ID 83702
7225 N Pierce Park Ln Boise ID 83714 - 7627	Market Total Value	
5.00 Acres (217,844 SqFt)	Assessed Total Value	\$18,600.00
	Year Built	
Boise Independent Sch	Zoning	City of Boise-R-1A Single Family
	Subdivision	Residential, Large Lot 4n 2e 18
	Land Use / Land Use Std	RES LOT OR TRACT / RSFR -
		Single Family Residence
PAR #4982 OF E2W2 SEC 18 4N 2E PARCEL A R/S 5632 #314977-B		
	7225 N Pierce Park Ln Boise ID 83714 - 7627 5.00 Acres (217,844 SqFt) Boise Independent Sch	Owner Address 7225 N Pierce Park Ln Boise ID 83714 - 7627 5.00 Acres (217,844 SqFt) Boise Independent Sch Assessed Total Value Year Built Zoning Subdivision Land Use / Land Use Std

Potcel 5. horse trough



X = Shared Well (Parels = \$ \$ 6 - see 5 is leplement / Casemont)

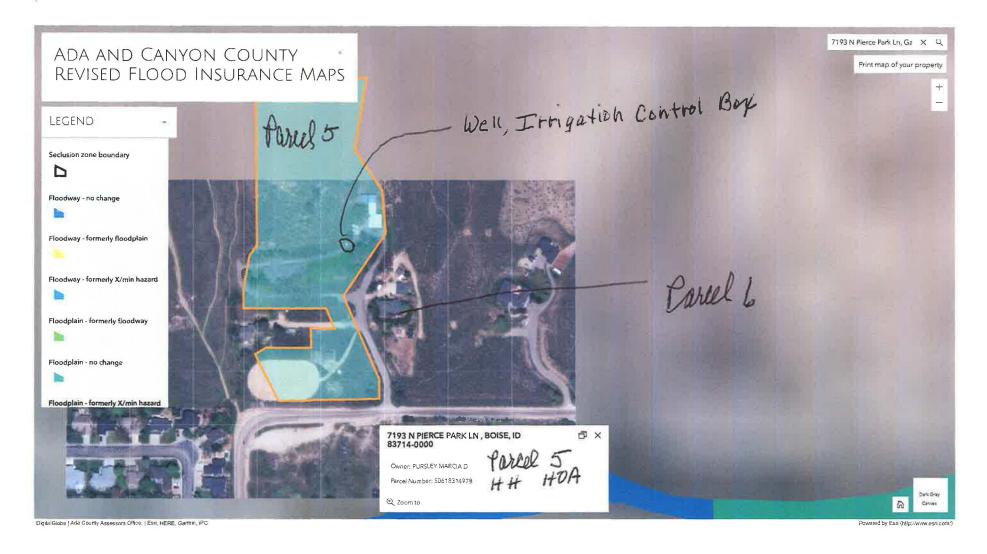
CA = Common area Casement - Used & by all HH parels

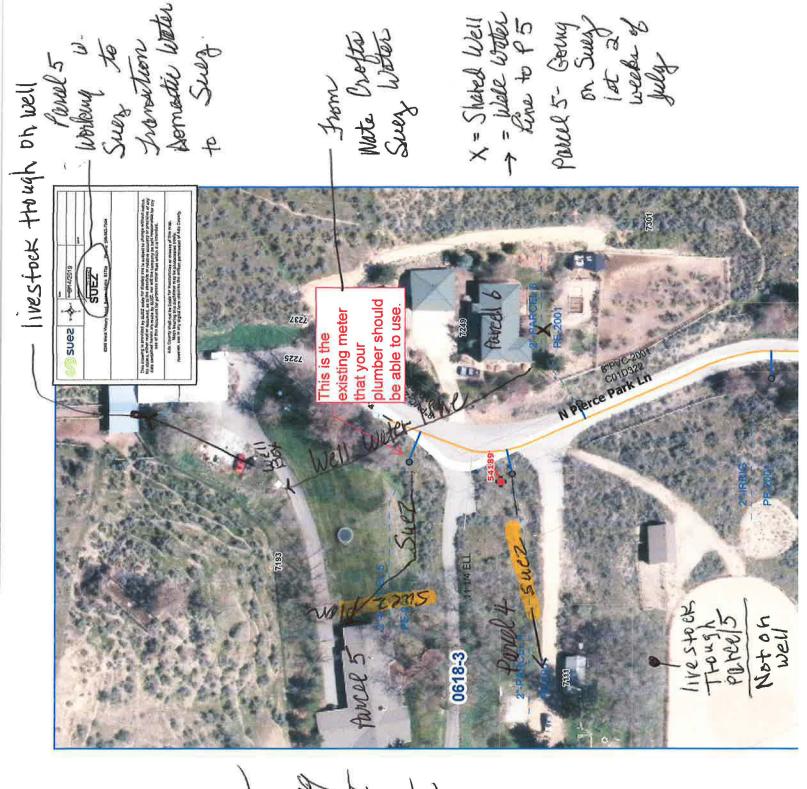
--- = Landscape Irrigation - Parcel L

House = 7249 N Frerce Park Lane

X = Water Right Previously owned by Ken Cursley

New Owner Claimant = Morria Lurdley





med 5 in process of transitioning of transitioning to Sung Water Off how form 1.

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 30 2016

WATER RESOURCES WESTERN REGION

> NOT Process

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in address of the owners of record for the listed water rights.

(Please print or type)

[]	Water Right Number(s):	63-30968
[]	Name(s):	marcu Erusley
[]	Old Mailing Address:	4330 Grerce fark Boise Sal 53 +13
[]	New Mailing Address:	11.93 M. Prene Park Su.
	Telephone Number:	(208) 853 - 3310 208-353-1703
[]	Signature(s) of Owner(s)	
	7	(Include your title if on behalf of company or organization)
	Date:	June 17, 2016
		~

Send to:

IDWR Northern Region 7600 Mineral Dr., Suite 100 Coeur d'Alene, ID 83815 (208) 762-2800

IDWR Eastern Region 900 N. Skyline Dr., Suite A Idaho Falls, ID 83402-1718 (208) 525-7161 IDWR Western Region 2735 Airport Way Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region 1341 Fillmore St., Suite 200 Twin Falls, ID 83301-3380 (208) 736-3033 30 Arte: Carcel 4 hooked on to Sucz + is no longer included in this easenest marcia Buraly 6/20/19 Betw

ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 09/09/03 04:52 PM **DEPUTY Bonnie Oberbillig** RECORDED - REQUEST OF Title One

AMOUNT 39.00 ELL EASEMENT AGREEMENT

Between Parcels 4,5 and 6 - see property maps

This Well Easement Agreement ("Easement Agreement") is made and entered into this day of _______, 2003 by Kenneth L. Pursley ("Grantor"), Marcia D. Pursley ("Parcel 5 Grantee"), and Kenneth L. Pursley and Marcia D. Pursley as tenants in common ("Parcel 4 Grantee"), whose address is c/o Givens Pursley LLP, 277 North 6th St., Suite 200, Boise, Idaho 83702.

RECITALS

- Grantor is the owner of Parcel 5. Parcel 5 Grantee is the owner of Parcel 5 and Parcel 4 Grantee is the owner of Parcel 4, all located in Ada County, Idaho, and legally described on Exhibit A, which is attached hereto and incorporated herein by reference (collectively "Property"). Each reference herein to an individually numbered parcel in the Property shall refer to that parcel as described in Exhibit A, and depicted on Exhibit B, and a reference to "Parcels" shall mean all of the parcels described and depicted on Exhibits A and B.
- The Property is included in the Horizon Hills residential development ("Horizon Hills"). Horizon Hills is governed by the Declaration of Covenants, Conditions and Restrictions of Horizon Hills, as a mended, ("Declaration") which is recorded in the records of the county recorder's office of Ada County, Idaho.
- Grantor desires to create, and the Parcel 5 Grantee desires to have, a perpetual easement on, over, across and through the portion of Parcel 6 on which the existing pump, well and water lines are located ("Easement Parcel"), which are approximately located as shown on Exhibit B, for the benefit of the owners, heirs, successors and assign of Parcel 5 and their invitees and guests as hereinafter provided.
- Grantor desires to create, and Parcel 4 Grantee desires to have, a temporary D. non-exclusive well easement for Parcel 4 Grantee to use the existing pump, well and one of the water lines located on the Easement Parcel as shown on Exhibit B.
- The owners of Parcels 4, 5, and 6 may be referred to herein individually as an "Owner" or collectively as "Owners".

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **GRANT OF PERMANENT EASEMENT TO PARCEL 5:**

Grantor hereby establishes, declares, grants and creates, subject to the terms contained herein, a perpetual easement on, over, across and through the Easement Parcel, for the benefit of Parcel 5, and burdening the Easement Parcel for the following uses: (i) use of the existing pump, well, water lines and related improvements for delivery of water for all purposes, including domestic, livestock watering and irrigation, to Parcel 5 (both the upper and lower portions thereof as shown on Exhibit B), including, but not limited to, any outbuildings; and (ii) the construction, maintenance, operation, repair and replacement of Well Improvements (defined below) ("Easement"). This Easement shall be exclusive, except for the rights granted

to the owners of Parcel 4 below and except that the Owners of Parcel 6 shall have the right to share in the use of the well and pump portion of the Well Improvements for purposes only of watering the landscaping on Parcel 6, but such use shall be primarily during the midnight to 7:00 A.M. time frame so as not to create supply problems for Parcel 5's domestic use. The Owner of Parcel 6 may not use the Well Improvements for delivery of domestic water to Parcel 6 or any uses other than landscape watering. All water rights pertaining to the Well shall remain with the Owner of Parcel 5.

2. GRANT OF TEMPORARY USE EASEMENT FOR PARCEL 4:

Grantor hereby grants, subject to the terms contained herein, to Parcel 4 Grantee a temporary non-exclusive easement allowing Parcel 4 Grantee to continue using the well, pump and water line connecting the pump and well to the house on Parcel 4 for delivery of domestic and irrigation water to Parcel 4, for the time period specified in paragraph 10.2 hereof.

3. WELL IMPROVEMENTS:

The Well Improvements consist of an existing pump, well, two (2) water lines located approximately as shown on Exhibit B hereto, any other existing water lines, any related improvements and any other improvements necessary for use of the well ("Well Improvements") to deliver water to Parcels 4 and 5 for the purposes herein provided. Any improvements constructed pursuant to this Easement Agreement shall be in compliance with all governmental laws, rules, regulations and ordinances.

4. MAINTENANCE AND MANAGEMENT OF WELL IMPROVEMENTS:

The Owners of Parcel 5 shall be responsible for arranging for the maintenance, repair and replacement of the Well Improvements on the Easement Parcel in accordance with this Easement, with the costs allocated provided in Section 5. In the event of an emergency, any Owner may take all necessary actions for repair, replacement or maintenance of the Well Improvements without the approval of the other Owner and will be entitled to contribution from the other Owner as specified in Section 5. Notwithstanding the above, the Owners of Parcels 4, 5 and 6 shall each be solely responsible for the maintenance, repair and replacement of the water lines which deliver water from the well and pump to their respective Parcels. The Owner of Parcel 6 shall not place building improvements on the Easement Parcel or above any of the Well Improvements, but shall have the right, at such Owner's sole cost and expense, to relocate the water lines if that doesn't interfere with the delivery of water to the Grantees in the quantities now available and there is no significant interruption of water supply to Parcels 4 and 5. Any surface improvements such as landscaping which are disturbed during maintenance activities shall be restored and that cost shall be part of the maintenance cost.

5. SHARING OF COSTS AND EXPENSES FOR WELL IMPROVEMENTS:

Each Owner shall share all costs and expenses of repair, replacement and maintenance and electricity associated with the Well Improvements on the Easement Parcel, based on each Owner's estimated use of the water generated from the Well Improvements. The Owners shall determine in good faith each year the respective estimated use of such water. In the absence of agreement, and assuming the Owner of Parcel 6 is using the well water for landscape watering, it shall be assumed that: a) so long as the Owners of Parcels 4 and 5 continue to use the well water for domestic purposes, the use attributable to Parcels 4 and 5 is 90% and that attributable to Parcel 6 is 10%; b) once the use by Parcel 4 is terminated, the use attributable to

Parcel 5 is assumed to be 80% and that attributable to Parcel 6 is 20%; and c) once the Owner of Parcel 5 is no longer using the water for domestic purposes, but continues to use the water for livestock and irrigation, the allocation is 60% to Parcel 5 and 40% to Parcel 6. Of the costs allocated to the Owner of Parcel 5 hereunder, 40% shall be allocated to and reimbursed to the Owner of Parcel 5 by, the Owner of Parcel 4 until the temporary use easement in favor of Parcel 4 terminates. N otwithstanding the above, the Owners of Parcels 4, 5 and 6 shall be solely responsible for the cost and expense of repairing, replacing and maintaining the water lines connecting the well and pump to the uses on their respective Parcels. Any Owner who pays for more than its share of costs and expenses pursuant to this <u>Section 5</u> shall have a right of contribution, together with interest at the rate of 12% per annum, against any Owner who fails to pay for its hare.

6. EFFECT OF MULTIPLE OWNERSHIP OF PARCELS:

If any of the Parcels as described in and covered by this Easement Agreement come under the ownership of more than one person or party, all Owners of such Parcels will be treated as a single entity for purposes of this Easement, such that all Owners shall have only one vote by which to approve or disapprove of any design, bidding or construction agreements or cost estimates arising out of this Easement Agreement. Failure on the part of the multiple owners to vote as a single entity will result in the loss of such vote, and the Owners of that Parcel will be deemed to have granted approval of such agreements or estimates.

7. EASEMENTS BENEFIT OWNERS OF PARCELS 4 AND 5 ONLY:

The Easement, as well as the other easements established, granted and conveyed in this Easement Agreement are for the private exclusive use and benefit of the Owners and their respective guests and invitees. This Easement Agreement is not intended to confer any benefit or right upon the general public.

8. INDEMNIFICATION AND INSURANCE:

- 8.1 Indemnification. Each Owner shall indemnify, hold harmless and defend the other Owners and the Grantor from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the occupancy or use of the Easement Parcel (including, but not limited to, any improvements) by the indemnifying Owner its licensees, agents, guests, invitees or visitors, or any other party for whom the indemnifying Owner would otherwise be liable, unless caused by the negligent act or willful misconduct of the indemnified party or its licensees, agents, guests, invitees or visitors.
- **8.2 Insurance.** Each Owner will obtain and maintain liability insurance covering the Owner's (and its invitees and guests) use of the Easement Parcel in amounts reasonable for such use.

9. RUNNING OF BENEFITS AND BURDENS:

All provisions of this Easement Agreement, including the benefits and burdens, easements and covenants, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the Owners.

10. TERMINATION OF EASEMENT:

- 10.1 As to Parcel 5: Termination of the rights granted herein to the Owners of Parcel 5 shall occur only upon the written agreement of the Owners of Parcel 5. The written termination shall be recorded in the County Recorder's Office of Ada County, Idaho.
- 10.2 As to Parcel 4: This Temporary Use Easement for Parcel 4 shall automatically terminate without any further action by Grantor or the Owners upon the earlier of the following events: (i) thirty (30) days after Parcel 5 Grantee gives Parcel 4 Grantee written notice that the water supplied by the well is not sufficient to handle the domestic, livestock and irrigation needs of the Owner of Parcel 5 and the irrigation needs of the Owner of Parcel 6, as well as the needs of the Owner of Parcel 4; or (ii) sixty (60) days after the sale by the Parcel 4 Grantee of Parcel 4 to a third party ("Termination Date"). Upon the Termination Date, Parcel 4 shall be connected to and use United Water's water service, at sole cost and expense of the Owners of Parcel 4.

11. DEFAULT AND REMEDIES:

The Owners shall cooperate in good faith to accomplish the maintenance, operation, repair, and replacement of the Easement Parcel consistent with the purposes of this Easement Agreement. However, in the event any Owner fails or refuses to pay when due its share of the expenses as set forth above, or perform any obligations required by this Easement Agreement, which failure continues for a period of ten (10) days after written notice by the other Owner or the Grantors, that such amounts are due or such performance is required, such failure shall constitute a default under this Easement Agreement. All Owners shall have all remedies available at law or equity for such default.

12. ATTORNEYS' FEES:

In any suit, action or appeal therefrom to enforce or interpret this Easement Agreement, the prevailing party or parties shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

13. GOVERNING LAW:

This Easement Agreement shall be governed, construed, and enforced pursuant to the laws of the State of Idaho as a contract to be performed within Idaho.

14. SEVERABILITY:

If any term or provision of this Easement Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Easement Agreement or the application thereof which can be given effect without the invalid provision or application.

15. HEADINGS:

The headings contained in this Easement Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

16. RECITALS AND EXHIBITS:

The recitals and the exhibits of this E asement Agreement are incorporated herein by reference and made a part hereof.

17. ADDITIONAL ACTS:

Except as otherwise provided in this Easement Agreement, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Owners, the Owners hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as the other Owner, the Grantors, or the Association may reasonably require to effectuate the easements and agreements contemplated hereunder.

18. NOTICE:

All notices, demands, requests and other communications required or desired to be given hereunder ("Notice") shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

With regard to any of the Owners, Notice shall be directed to said Owner's address as identified in the tax records for Ada County, Idaho.

If to Grantor:

Kenneth L. Pursley c/o Givens Pursley, LLP 277 N. 6th St., Suite 200 Boise, Idaho 83702

19. CONSTRUCTION:

The language of this Easement Agreement will be construed simply, according to its fair meaning, and not strictly for or against any Owner the Grantors or the Association.

[end of text]

IN WITNESS WHEREOF, the undersigned have caused this Easement Agreement to be executed the day and year first above written.

Grantor:

Kenneth L. Pursley

Parcel 5 Grantee:

Marcia D. Pursley

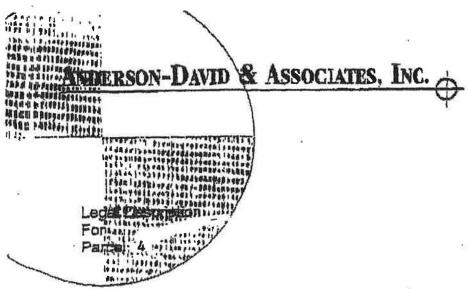
Parcel 4 Grantee:

(enneth L. Pursley

Marcia D. Pursley

State of IDAHO) ss.
County of ADA)
On this 5th day of June, in the year of 2003, before me, a Notary Public in and for said State, personally appeared KENNETH L. PURSLEY, 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.
Notary Public for Idaho Residing at My Commission expires 5-10-07
State of IDAMO (F IDAMO)) ss. County of ADA) On this day of June, in the year of 2003, before me, a Notary Public in
and for said State, personally appeared MARCIA D. PURSLEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.
Notary Public for Idaho Residing at My Commission expires 5-10-07

Exhibit A Property Legal Description



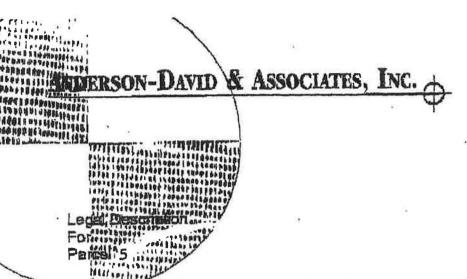
A parcel of land located in a portion of Government Lot 3, the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the South 1/4 comer of said Section 18; thence North 00°29'45" West a distance of 1312.19 feet along the Easterly line of the Southwest 1/4 of said Section 18 to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence South 89°45'45" West a distance of 1216.82 feet along the Southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Southerly line North 27°18'04" West a distance of 13.70 feet to a point on the Northerly right-of-way line of North Pierce Park Lane of a certain instrument No. 101097285, recorded 9/21/01. Add County Records, said point being the REAL POINT OF BEGINNING:

thence South 88°27'13" West a distance of 33.31 feet along said Northerly right-of-way line: thence leaving said Northerly right-of-way line North 27°18'04" West a distance of 191.07 feet; thence North 00°01'13" East a distance of 82.12 feet, thence North 45°01'13" East a distance of 19.24 feet: thence North 00°20'30" West a distance of 48.64 feet; thence North 09°31'48" East a distance of 101.38 feet; thence North 36°26'43" East a distance of 35.03 feet; thence North 00°29'11" West a distance of 861.04 feet; thence North 55°03'52" East a distance of 236.39 feet; thence North 45°41'08" East a distance of 268.46 feet; thence North 20°56'26" East a distance of 317.54 feet; thence North 66°33'33" East a distance of 770.38 feet; thence South 28°01'17" East a distance of 24.90 feet; thence South 47°20'03" West a distance of 977.69 feet; thence South 67°47'11" West a distance of 339.45 feat: thence South 55°03'52" West a distance of 236.78 feet: thence South 00°29'11" East a distance of 854.01 feet; thence South 36°26'43" West a distance of 35.51 feet; thence South 09°31'48" West a distance of 99.76 feet, thence South 00°20'30" East a distance of 50.95 feet; thence North 89"45'41" East a distance of 235.09 feet; thence South 23°33'39" East a distance of 52.22 feet; thence South 89°45'41" West a distance of 67.39 feet; thence South 00°29'09" East a distance of 53.41 feet, thence South 89°45'41" West a distance of 126.27 feet; thence South 60°18'44" West a distance of 36.23 feet; thence South 27°18'04" East a distance of 150.44 feet to the REAL POINT OF BEGINNING.

Seld percel contains 227,715 square feet or 5.23 acres, more or less.

End of Description.



A pareer of land located in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 18; thence North 00°29'45" West a distance of 1312.19 feet along the Easterly line of the Southwest 1/4 of said Section 18 to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence South 89°45'45" West a distance of 936.76 feet along the Southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence leaving said Southerly line North 00°32'16" West a distance of 18.74 feet to a point on the Northerly right-of-way line of North Pierce Park Lans of a certain instrument No. 10 1097285, recorded 9/21/01, Ada County Records, said point being the REAL POINT OF BEGINNING:

thence South 86°27'13" West a distance of 286.26 feet along said Northerly right-of-way line; thence leaving said Northerly right-of-way line. North 27°18'04" West a distance of 150.44 feet; thence North 60°18'44" East a distance of 36.23 feet; thence North 89°45'41" East a distance of 128.27 feet; thence North 00°29'09" West a distance of 53.41 feet; thence North 89°45'41" East a distance of 67.39 feet; thence North 23°33'39" West a distance of 62.22 feet; thence South 89°45'41" West a distance of 235.09 feet; thence North 00°20'30" West a distance of 50.95 feet; thence North 09°31'48" East a distance of 69.76 feet; thence North 36°25'43" East a distance of 35.51 feet; thence North 00°29'11" West a distance of 469.74 feet; thence North 86°32'40" East a distance of 316.33 feet; thence South 09°32'12" West a distance of 204.19 feet; thence South 34°14'30" East a distance of 139.86 feet; thence South 04°39'54" East a distance of 124.89 feet; thence South 34°02'45" West a distance of 213.86 feet; thence South 23°33'39" East a distance of 267.90 feet; thence South 00°32'16" East a distance of 54.77 feet to the REAL POINT OF BEGINNING.

Said parcel contains 267,480 square feet or 6.14 acres, more or less.

End of Description.



Parcel 6

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 4 North, Range 2 East of the Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the South 1/4 corner of said Section 18; thence North 00°29'45" West a distance of 1312.19 feet along the easterly line of the Southeast 1/4 of the Southwest 1/4 of said Section 18 to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 18; thence South 89°45'45" West a distance of 846.75 feet along the southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 18 to the TRUE POINT OF BEGINNING; thence South 89°45'45" West a distance of 30.00 feet along the southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 18: thence leaving said southerly line, North 00"32"15" West a distance of 85.04 feet. thence North 23°33'39" West a distance of 237.12 feet; thence North 34°02'45" East a distance of 201.94 feet: thence North 04°39'54" West a distance of 245.80 feet: thence North 15°49'51" East a distance of 283.80 feet; thence North 02°27'32" West a distance of 189.78 feet to a point of curve: thence a distance of 401.26 feet along the arc of a 400.00 foot radius curve to the right (through a central angle of 57°28'33", the chord which bears North 28°16'45" East a distance of 384.84 feet); thence North 47°25'00" East a distance of 396.78 feet; thence South 04°04'12" West a distance of 552.09 feet; thence South 89°31'55" West a distance of 372.82 feet; thence South 15°49'51" West a distance of 413.57 feet; thence South 04°39'54" East a distance of 250.92 feet; thence South 02°15'23" West a distance of 462.89 feet to the POINT OF BEGINNING, said point being on the southerly line Northeast 1/4 of the Southwest 1/4 of said Section 18.

EXCEPTING THEREFROM:

That portion of the above Parcel which has been taken for right-of-way purposes as such right-of-way is more particularly described in the "Right-of-way take" legal description attached hereto as the last page of this Exhibit.

Exhibit B

Easement Parcel Location



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

Gary Spackman Director

June 23, 2020

MARCIA D PURSLEY 7193 N PIERCE PARK LN BOISE ID 83714-7608

Re: Change in Ownership for Water Right No(s): 63-30968

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) 287-4942.

Sincerely.

Jéan Hersley

Technical Records Specialist 2

Enclosure(s)

Hersley, Jean

From:

marpursley@aol.com

Sent:

Friday, June 28, 2019 1:30 PM

To:

Hersley, Jean

Subject:

Marcia Pursley Re: Change in Ownership of Water Right 63-30968

Attachments:

Tax Record-7.docx

Jean,

My attorney and even Title One (Lindsi Allred and Matt Caba) agree with you that the "50%" in the Ken Pursley Quit Claim I included in my application to IDWR for a change in WR ownership is ambiguous/ open to interpretation.

But in a June 26, 2019 "Title Search" for my property at 7193 N. Pierce Park Lane Matt Caba at Title One found the Ada County Tax

Records showing that I am the owner of the parcel at 7193 N. Pierce Park Lane. I have pd the taxes here since about 2001-02.

Do you think that the Ada Co. Record of me as the owner is sufficient "proof" that i am the owner and therefore IDWR would 1) transfer ownership of half of the water right (63-30968) to myself or 2) Allow me to drill a domestic well on my property?

Or do you/ IDWR want me to go through a process and the expense of having my attorney or the Pursley Family Trust correct the Kenneth Pursley Quit Claim so it is not ambiguous. Apparently Ada County Assessor believes the Quit Claim is not ambiguous since they recognize me as the owner. (see attached)

Please advise.

Thank you,

Marcia Pursley

----Original Message----

From: Hersley, Jean < Jean.Hersley@idwr.idaho.gov>
To: marpursley@aol.com < marpursley@aol.com>

Sent: Tue, Jun 25, 2019 8:30 am

Subject: partial decree

Here is the partial decree for water right 63-30968

JUN 2 1 2019

DEPARTMENT OF WATER RESOURCES

PO Box 83720 Box 83720 Base 83720-0048

To: Idaho Dept of Water Resources

c/o: Ashley Ritter, Water Rights Dept.

From: Marcia Pursley, 7193 N. Pierce Park Lane, Garden City, Idaho

Re: Water Right 63-30968: Change in Water Right Ownership

Due to 1) My divorce from Ken Pursley in 1998 and 2) my buy out of his half

of our house and 6.1 acres in 2002 (now 7193 N. Pierce Park Lane, Garden City, ID) and 3) The fact that my parcel (Parcel 5) has a Shared Well Easement over the well located at 7249 N. Pierce Park Lane and a right to use and maintain the well; and 4) Ken Pursley's death in 2015

I am applying for a Change in Water Right Ownership. I would have applied sooner but I thought the "change" was simply a change in address. And I procrastinated.

Enclosed documents include:

- 1. My title to the Parcel 5 house/ 6.1 acres at 7193 N. Pierce Park Lane: Title One Report
- 2. The Recorded Shared Well Easement (103153723) between Parcels 5 and 6
- 3. Kenneth Pursley's death certificate
- 4. 2 maps depicting Parcels 5 and 6 location plus the location of the well/ approx. water uses
- 5. 1 map depicting Parcel 5's plan to transition my domestic/ house water to Suez Water
- 6. The original water right granted to Kenneth L. Pursley
- 7. My application for a Change in Water Rights Ownership
- 8. My \$25 check for application.

If you have any questions I can be reached 1. marpursley@aol.com

2) Marcia Pursley: 208-353-1703

Thank you for your consideration of my application.

Marcia Lursley

Marcia Pursley 6/20/2019