

Boise Office

Golden Eagle Building
1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
Tel. (208) 629-7447

Challis Office

1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office

236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax for all offices:
(208) 629-7559

**RECEIVED****DEC 21 2018****WATER RESOURCES
WESTERN REGION**

SAWTOOTH LAW

OFFICES, PLLC

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*Attorneys licensed in Idaho
* Also licensed in Washington*

July 31, 2017

Chad Jones
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705-5082

Re: Water Right Nos. 61-252C and 61-10033A

Dear Chad:

As you know from our phone conversations, I represent Ted Hoffman who owns a ranch in the Mountain Home area (Basin 61), located in the Canyon Creek drainage. Attached is a copy of the March 2000 Notice of Change of Water Right Ownership form Ted filed with the Department upon his acquisition of the ranch from Chester Tindall.

As I explained, there has been an ongoing dispute over the ownership of water right nos. 61-252C and 61-10033A between the Hoffman family and Pam Warthen. But, as you correctly noted in your June 29, 2017 letter to Ms. Warthen (copy enclosed), her attempted ownership change was misplaced given the severance of the irrigation water rights from her property back in 1978 when she and her husband purchased the ground from Lloyd and Debora Hansen (who owned the larger surrounding ranch before selling it, and its irrigation water rights, to Chet Tindall). While the primary purpose of this correspondence is to provide the Department with the documentation necessary to also put right no. 61-252C in Ted Hoffman's name, I also provide additional information and historical context (and records) to complete the Department's file on this matter given Ms. Warthen's water right ownership assertions over the past couple of years.

Attached are the various deeds from the once unified ranch owned by the Hansens. Taking them in order:

1. In 1978, the Hansens sold the Warthens Parcels "A" and "B," comprising approximately 8.8 acres. As you know, the operative deed expressly severed the water rights otherwise appurtenant to the property:

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RESERVING unto the parties of the first part [Hansen] all irrigation water rights appurtenant to the above-described real property [Parcels A and B].

2. In 1980, the Hansens sold the remainder of the ranch, with one additional exception, to Chet Tindall. The “exception” was a small 4.88-acre parcel that Hansen was reserving for sale to the neighboring Ireland family who, in turn, sold the parcel to Polly Adamson (who is now known as Polly Roman). I mention the Adamson/Roman parcel because it is shown on the attached map generated by IDWR showing the now Warthen, Hoffman, Ireland, and Adamson/Roman parcels in relation to one another. My understanding is that IDWR created the map in response to Warthen water right ownership inquiries beginning in 2015. However, the Adamson/Roman parcel is not additionally pertinent to this discussion because it was not part of the original place of use of the water rights at issue.

Unlike the 1978 Hansen to Warthen deed, the 1980 Hansen to Tindall deed expressly included all water rights appurtenant to the ranch:

TOGETHER with all water rights, ditches and ditch rights for the use and conveyance of water appurtenant to the above-described land and TOGETHER with all dams, ditches, rights of way and all other means or methods for the diversion, impounding, distribution and use of all water appurtenant to said property.

Thus, the water rights conveyed by Hansen to Tindall included those severed from the Warthen ground in 1978, which water Hansen further aggregated and used on the remaining ranch land later sold to Tindall.

3. In 2000, Tindall sold the target ground (*i.e.*, water right place of use in Sections 2 and 35), including other ground in Sections 23, 26, and 27, to Ted Hoffman. Not surprisingly, the Hoffman deed contained the exceptions for the Warthen and Adamson/Roman properties (which were previously conveyed by Hansen and memorialized as exceptions in the Hansen to Tindall deed).

For purposes of the analyzing the disputed water rights (61-252C and 61-10033A), the Tindall to Hoffman conveyance included the land described “with their appurtenances.” Those, “appurtenances” included the subject water rights (among others), which also included the portions of those rights severed from the Warthen parcel in 1978. *See, e.g., Silverstein v. Carlson*, 118 Idaho 456, 460 (1990), *quoting Russell v. Irish*, 20 Idaho 194 (1911) (absent express reservation in the operative deed, or a showing of clear intent to sever if the deed is ambiguous, water rights are “appurtenances” that pass to new owners upon conveyance of the underlying land). Said a bit differently: “[T]he inquiry is not whether there is evidence indicating that the grantor intended to convey the water rights with the land. Rather, the inquiry is whether the water rights were expressly reserved in the deed conveying the land or whether there is clear evidence that the parties intended that the grantor would reserve them.” *Joyce Livestock Co. v United States*, 144 Idaho 1, 14 (2007).

Of the deeds involved in this matter, only the Hansen to Warthen deed in 1978 severed and withheld the water rights. The subsequent Tindall and Hoffman transactions expressly included the subject water rights and appurtenances.

In 2000, IDWR updated its water rights ownership records when it was provided with the Tindall/Hoffman Warranty Deed. This is why Hoffman is the listed owner of the various water rights used to irrigate the Hoffman Ranch, except for right no. 61-252C (still in name of Tindall). Unfortunately, neither Warthen nor Tindall ever filed change of ownership forms with the Department in 1978 or 1980, respectively. Warthen had no reason to because any appurtenant proportionate water right interests were expressly severed. And, Tindall was not obligated to file at the time of the Hansen/Tindall transaction (1980) because Idaho Code Section 42-248 (the ownership change statute) had yet to be enacted. Instead, Tindall's later (pre-Hoffman transaction) SRBA water right claims satisfied Idaho Code Section 42-248's ownership notice requirements.

In sum and until now, the Department was never aware of (or provided) the 1978 deed demonstrating Tindall's lack of ownership of the Warthen ground. Absent the deed, the agency has been left assuming (incorrectly unfortunately) that Tindall retained ownership of the Warthen property, and the proportionate share of the water rights (61-252C and 61-10033A), because of the express exception of that ground contained in the 2000 Hoffman deed. Consequently, IDWR split right no 61-252A into -252C (Tindall) and 252D (Hoffman) based on the proportionate acreage owned/retained consistent with the *Russell v. Irish* rationale not knowing any better (*i.e.*, not knowing that Tindall did not own the excepted land, and not knowing that the water rights previously appurtenant to that land were expressly severed and aggregated on the remaining ranch property in 1978).

Given that Ms. Warthen has no ownership interest in the subject water rights, the Department may still have a question regarding Chet Tindall. As explained above, Chet did not sever, retain, or ever transfer any portion of the water rights appurtenant to the larger ranch prior to, or through, the 2000 Hoffman transaction. However for the sake of completeness, attached is the *Decree of Distribution and Estate Closing Order* filed February 3, 2017, in which the Tindall Estate disclaimed all "right title or interest" in the subject water rights (61-252C and 61-10033A). The estate did so because it retained no ownership interest in the place of use mistakenly mapped by IDWR (the Warthen property), or in the larger Hoffman ranch. I say "mistakenly" mapped because while the SRBA partial decrees for the water rights are not in error (their 40-acre subdivision place of use descriptions are not precise enough to carve out the Warthen property in Sections 2 and 35), the 1978 severance deed makes clear that the Warthen property was sold and conveyed "dry."

Hopefully the attached complete chain of title, together with this correspondence, provides the Department the information it needs to settle its ownership records with respect to water right nos. 61-252C and 61-10033A. If you have any questions, please feel free to contact me directly at 208-629-7447. Likewise, please advise if the Department requires Ted Hoffman to file a new Notice of Change of Water Right Ownership form in addition to that filed in 2000. I do not believe that there was any refunding of fees back then, and the 2000 form identified

both 61-252A and 61-10033 which were the pre-split “parent” rights of 61-252C and D, and 61-10033A and B (which mistakenly came into being because of the unexplained deed exceptions contained in the 2000 Tindall to Hoffman deed—which explanation is contained above).

Very truly yours,



Andrew J. Waldera

AJW/dll

Enclosures

cc: Client

RECEIVED

MAR 20 2000

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s): 61-002524, 61-10033, 61-10034, 61-10076, 61-11891
 Adjudication Claim No(s): A 61-002524

2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant

Chesler Tindall

550 N 8E Mtn Home ID 83647

4. New Owner/Claimant(s)

TED Hoffman Rita Hoffman

New Mailing Address

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

Px 1 Box 15 (815)

City, State and ZIP Code

Mtn Home ID 83647

New Telephone Number

208 587 6374

5. Date you acquired the property

1/3/00

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right	<u>8060</u>	Number and type of stock	<u>450 cattle</u>
Diversion rate in CFS	<u>1.4</u>	Number of homes you acquired	<u>2</u>
Other uses			

7. Signature of New Owner(s) or Claimant(s)

TED Hoffman

Rita Hoffman

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth

A LANHAM COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

A60-482479

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

prosecute any action or proceeding or to pay costs or expenses incurred in the prosecution of any action or proceeding or to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall do so diligently.

obligated to pay

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**POLICY OF TITLE INSURANCE
SCHEDULE A**

Amount of Insurance: \$175,000.00

Policy No.: A60-482479

Premium: \$780.00

File No.: 99-914

Date of Policy: January 5, 2000 at 3:42 P.M.

1. Name of Insured:

Theodore W. Hoffman and Rita S. Hoffman, husband and wife

2. The estate or interest in the land which is covered by this policy is:
fee simple

3. Title to the estate or interest in the land is vested in:

Theodore W. Hoffman and Rita S. Hoffman, husband and wife

4. The land referred to in this policy is described in the said instrument, is situated in the County of Elmore, State of Idaho, and is identified as follows:

(See Attached)

Countersigned:


Dennis H. Wetherell/Mary Egusquiza
Authorized Officer or Agent

LEGAL DESCRIPTION:

TRACT II:

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 2: U.S. Government Lots 1 and 2

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

A tract of land located in the NE1/4NE1/4, Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence

South 89°26'53" West 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence

South 9°06'16" West 457.50 feet to an iron pin; thence

South 22°14'58" East 373.13 feet to an iron pin on the approximate North right-of-way of Canyon Creek Road; thence

North 41°00'00" East 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence

North 51°20'30" East 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence

North 56°27'50" East 103.17 feet along the North right-of-way of Canyon Creek Road to a point; thence

North 59°51'00" East 76.53 feet along the North right-of-way of Canyon Creek Road to an iron pin; thence

North 0°13'44" West 563.50 feet along the section line common to Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

ALSO SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

That portion of the NE1/4NE1/4 (U.S. Government Lot 1), of Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; lying South and East of the right-of-way for Canyon Creek Road.

(See Attached)

WAKTINOW
PARCEL
"B"
(6.2)
AC

IRELAND → ADAMSON
(Now Roman)

SECTION 26 & 27

TRACT III:

Township 1 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 26: NW1/4SW1/4

Section 27: NW1/4NE1/4, N1/2SE1/4, SW1/4SE1/4



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 29, 2017

PAM MCCUNE WARTHEN
7061 CANYON CREEK RD
MOUNTAIN HOME ID 83647

RE: Ownership Change for Water Right No's: 61-252C & 61-10033A

Dear Pam,

Upon reviewing the Ownership Change application that was processed for you on June 13, 2017 an error was noticed. Although the place of use (POU) for both water rights is on your property, there is specific wording in the deed provided to the Department which excludes both of them. The wording on the deed is as follows:

"RESERVING unto the parties of the first part all Irrigation water rights appurtenant to the above-described real property."

At this time, the Department has put the water rights back into the name of Chester J Tindall (61-252C) and Theodore W Hoffman (61-10033A). If you have any other documentation supporting your claim of ownership to the water rights please let the Department know and we will update accordingly. I have included a copy of the deed provided with the ownership change application for your reference. A refund has been requested and will be sent to the payer under separate cover.

Thank you for your cooperation, if you have any questions please contact this office at (208)334-2190.

Sincerely,

Chad Jones
Office Specialist II
Western Region Office

Enclosures

WARRANTY DEED

THIS INDENTURE, made this 20th day of January, in the year of our Lord one thousand nine hundred and seventy-eight, between LLOYD M. HANSEN and DEBORA M. HANSEN, husband and wife, of 690 East 9th South, Mountain Home, County of Elmore, State of Idaho, the parties of the first part, and MICHAEL D. WARTHEN and PAM M. WARTHEN, husband and wife of Rt. 1-Box 650, Mountain Home, County of Elmore, State of Idaho, the parties of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is heroby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Elmore, State of Idaho, to-wit:

Parcel A

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and more particularly described as follows:

Beginning at the section corner common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, and sections One and Two, Township Three South, Range Six East, Boise Meridian; thence South 89°26'53" West, 368.49 feet along the section line common to Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and Section Two, Township Three South, Range Six East, to an iron pin; thence North 9°06'16" East, 93.91 feet to an iron pin; thence North 12°07'11" East, 294.50 feet to an iron pin; thence South 77°09'33" East, 244.01 feet to an iron pin; thence South 77°09'33" East, 56.85 feet, more or less, to a point on the section line common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian; thence South, 300.38 feet, more or less, along the section line common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, to the Point of Beginning.

Parcel A contains 2.59 acres, more or less.

Parcel B

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Three South, Range Six East, Boise Meridian, and more particularly described as follows:

Beginning at the section corner common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, and Sections One and Two, Township Three South, Range Six East, Boise Meridian; thence South 89°26'53" West, 368.49 feet along the section line common to Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and Section Two, Township Three South, Range Six East, Boise Meridian, to an iron pin; thence South 9°06'16" West, 457.50 feet to an iron pin; thence South 22°14'58" East, 373.13 feet to an iron pin on the approximate north right-of-way of Canyon Creek Road; thence North 41°50'50" East, 104.31 feet along the north right-of-way of Canyon Creek Road to a point; thence North 51°20'30" East, 102.45 feet along the north right-of-way of Canyon Creek Road to a point; thence North 56°27'50" East, 103.17 feet along the north right-of-way of Canyon Creek Road to a point; thence North 59°51'00" East, 76.53 feet along the north right-of-way of Canyon Creek Road to an iron pin; thence North 0°13'44" West, 563.50 feet along the section line common to Sections One and Two, Township Three South, Range Six East, Boise Meridian, to the Point of Beginning.

Parcel B contains 6.21 Acres, more or less.

RESERVING unto the parties of the first part all irrigation water rights appurtenant to the above-described real property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainders and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Lloyd M. Hansen
Lloyd M. Hansen
Debora M. Hansen
Debora M. Hansen

STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 2nd day of January, in the year 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD M. HANSEN and DEBORA M. HANSEN, husband and wife, known 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.

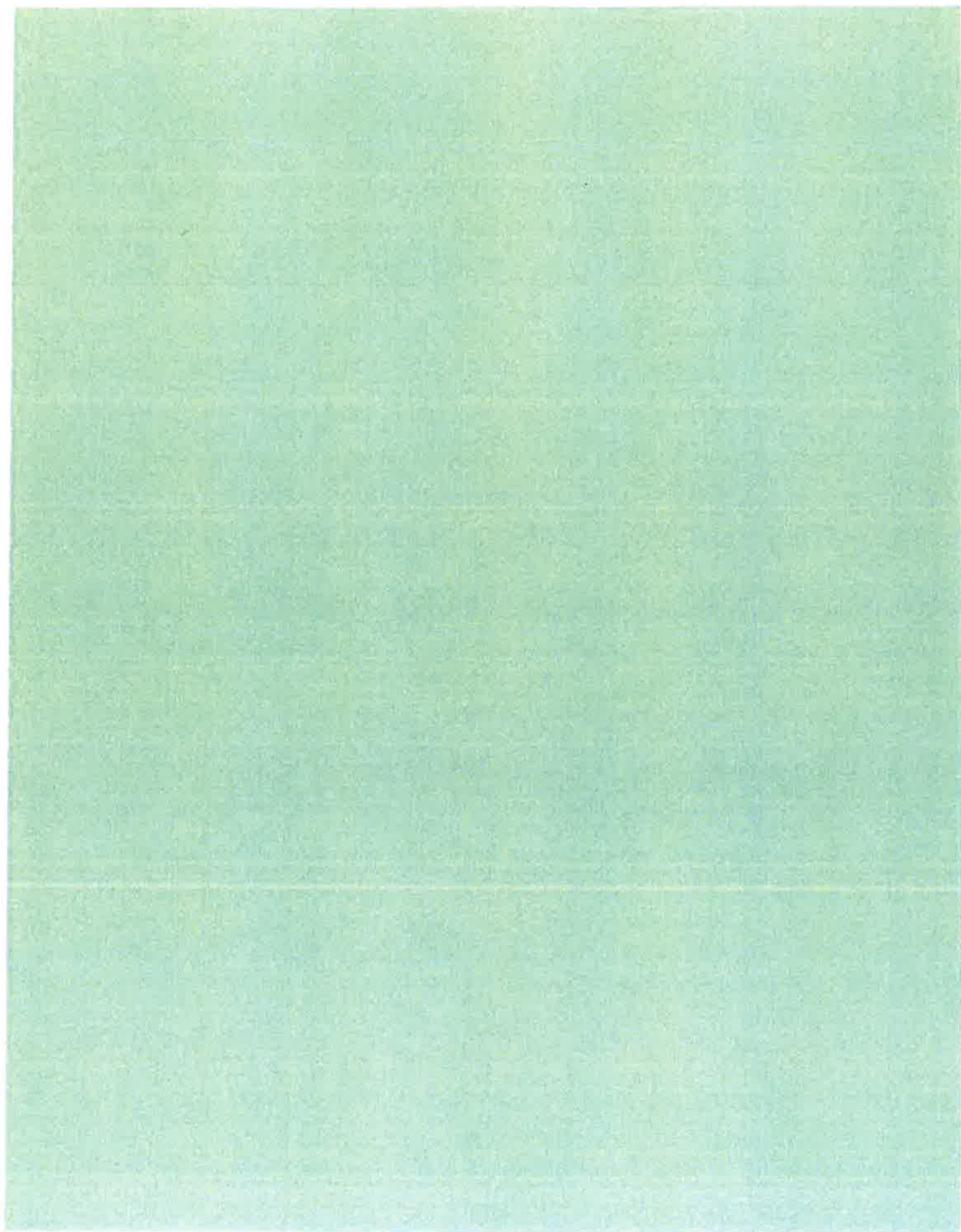
Joseph A. Hall
Notary Public for Idaho
Residing at Mountain Home, Idaho

284963

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 2:51 P.M.
Date January 19, 1978
Book 198
ELOISE ROBINSON
Recorder
By Walter E. Smith
Deputy
Fee \$19.00



WARRANTY DEED

THIS INDENTURE, made this 20th day of June, 1980,
between LLOYD M. HANSEN and DEBORA M. HANSEN, husband and
wife, of Mountain Home, County of Elmore, State of Idaho,
the parties of the first part, and CHESTER J. TINDALL, of
Mountain Home, County of Elmore, State of Idaho, the party
of the second part.

WITNESSETH, That the said parties of the first part, for
and in consideration of the sum of TEN DOLLARS, lawful money
of the United States of America, and other valuable consider-
ation, to them in hand paid by the said party of the second
part, the receipt whereof is hereby acknowledged, have granted,
bargained and sold, and by these presents do grant, bargain,
sell, convey and confirm unto the said party of the second part,
and to his heirs and assigns forever, all of the following
described real estate, situated in the County of Elmore, State
of Idaho, to-wit:

PARCEL NO. 1

In Township Two South, Range Six East, Boise Meridian:

In Section Four: The Southwest Quarter of the
Northwest Quarter.

In Section Five: The Southeast Quarter of the
Northeast Quarter.

In Section Twenty-three: The South Half of
the Northeast Quarter of the Southwest Quarter.

In Section Thirty-five: The East Half of the
Southeast Quarter.

In Township Three South, Range Six East, Boise Meridian:

In Section Two: Lots One and Two.

SAVING and EXCEPTING and EXCLUDING the following described
portions of said real property, to-wit:

294187

ELMORE COUNTY, IDAHO ss
Request of

Chester J. Tindall

Time 11:55 A M

Date June 24, 1996

Book _____ Page _____

DOLORES ROBISON

Recorder

By [Signature]

Deputy

Fee \$12.00

- (a) The following described real property being sold, by the seller to Michael D. Warthen and wife, consisting of two parcels described as follows:

PARCEL A:

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and more particularly described as follows:

Beginning at the section corner common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, and Sections One and Two, Township Three South, Range Six East, Boise Meridian, thence South 89°26'53" West, 368.49 feet along the section line common to Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and Section Two, Township Three South, Range Six East, to an iron pin; thence North 9°06'16" East, 83.91 feet to an iron pin; thence North 12°07'31" East, 294.50 feet to an iron pin; thence South 77°09'33" East, 244.01 feet to an iron pin; thence South 77°09'33" East, 56.85 feet, more or less, to a point on the section line common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian; thence South 300.38 feet, more or less, along the section line common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, to the Point of Beginning, containing 2.59 acres, more or less.

PARCEL B:

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Three South, Range Six East, Boise Meridian, and more particularly described as follows:

Beginning at the section corner common to Sections Thirty-five and Thirty-six, Township Two South, Range Six East, Boise Meridian, and Sections One and Two, Township Three South, Range Six East, Boise Meridian; thence South 89°26'53" West, 368.49 feet along the section line common to Section Thirty-five, Township Two South, Range Six East, Boise Meridian, and Section Two, Township Three South, Range Six East, Boise Meridian, to an iron pin;

WARTHEN
PARCEL
SOLD in 1978

thence South 9°06'16" West, 457.50 feet to an iron pin; thence South 22°14'50" East, 373.13 feet to an iron pin on the approximate North right-of-way of Canyon Creek Road; thence North 41°50'50" East, 104.31 feet along the North right-of-way of Canyon Creek Road to a point; thence North 51°20'30" East, 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence North 56°27'50" East, 103.17 feet along the North right-of-way of Canyon Creek Road to a point; thence North 59°51'00" East, 76.53 feet along the North right-of-way of Canyon Creek Road to an iron pin; thence North 0°13'44" West, 563.50 feet along the section line common to Sections One and Two, Township Three South, Range Six East, Boise Meridian, to the Point of Beginning, containing 6.21 acres, more or less.

WARTHEN

- (b) The following described real property being sold by the seller to David W. Ireland and wife and described as that portion of the Northeast Quarter of the Northeast Quarter (Lot 1) of Section Two, Township Three South, Range Six East, Boise Meridian, lying South and East of the right-of-way for the Canyon Creek Road, and consisting of approximately 4.88.

IRELAND →

ADAMSON

(Now Polly Roman)

TOGETHER with all grazing rights and privileges appurtenant to the above-described property, consisting of approximately 1516 AUMs for grazing in the Mud Springs Allotment, and 185 AUMs based on exchange of use, and TOGETHER with all water rights, ditches and ditch rights for the use and conveyance of water appurtenant to the above-described land and TOGETHER with all dams, ditches, rights of way and all other means or methods for the diversion, impounding, distribution and use of all water appurtenant to said property, and TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

DEBORA M. HANSEN

By:

for Attorney-in-fact

STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 20th day of June, 1980, before me, the under-
signed, a Notary Public in and for said State, personally appeared
LLOYD M. HANSEN, known to me to be the person whose name is sub-
scribed to the foregoing instrument, and acknowledged to me that
he 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.

[Signature]
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

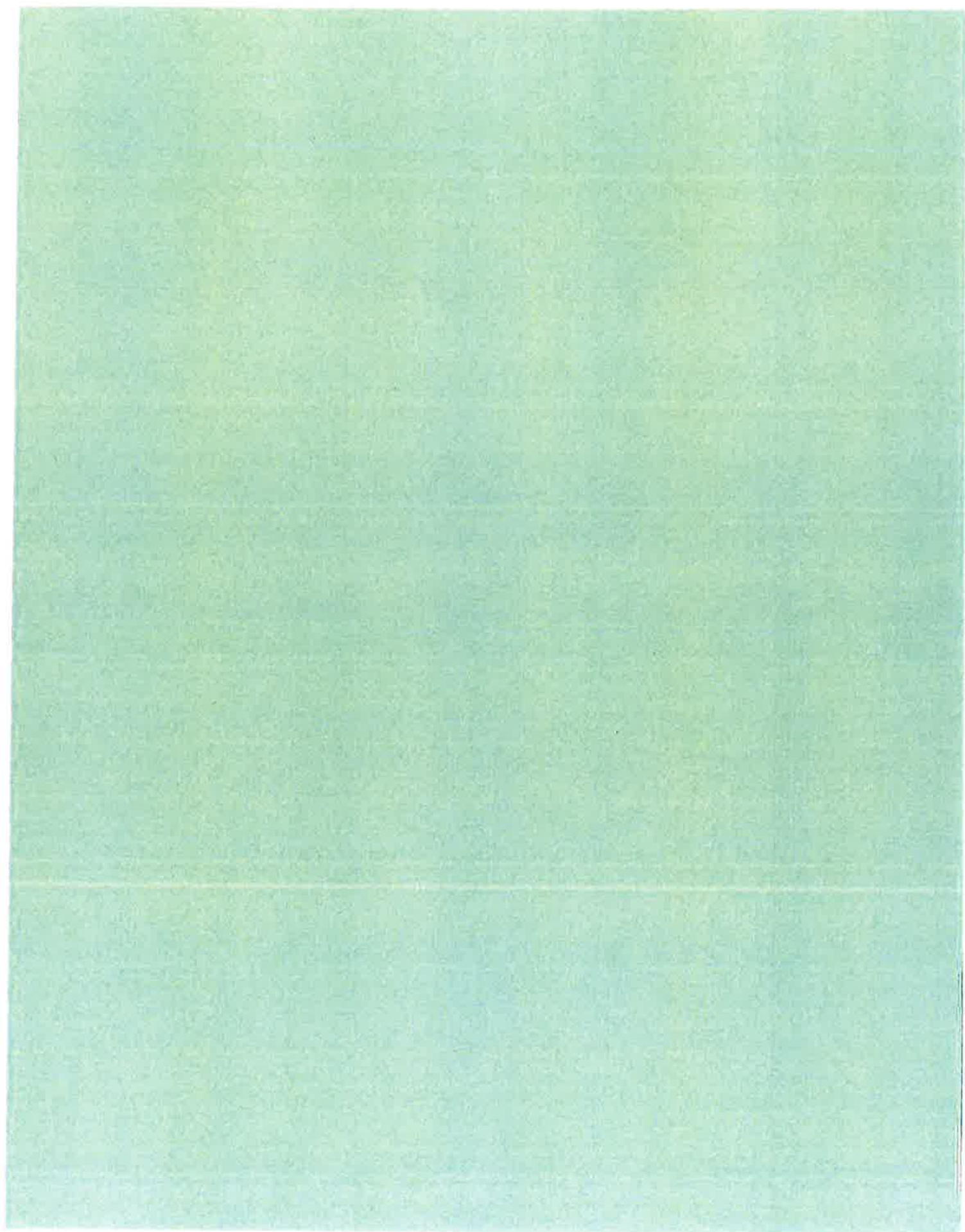
STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 21th day of June, 1980, before me, the under-
signed, a Notary Public in and for said State, personally appeared
LLOYD M. HANSEN, known to me to be the person whose name is sub-
scribed to the foregoing instrument as attorney-in-fact of DEBORA M.
HANSEN, and acknowledged to me that he subscribed the name of DEBORA
M. HANSEN thereto as principal, and his own name as attorney-in-fact.



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

[Signature]
Notary Public for Idaho,
Residing at Mountain Home, Idaho.



WARRANTY DEED

FOR VALUE RECEIVED

Chester J. Tindall aka Chet Tindall and Jessie Tindall, husband and wife
aka Jessie J. Tindall

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Theodore W. Hoffman and Rita S. Hoffman, husband and wife

GRANTEE(S), whose current address is: Rt 1 Box 815 Mountain Home, Id 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

Silent on
water
rights

to exclude

water rights

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: January 3, 2000

Chester J. Tindall
Chester J. Tindall

Jessie Tindall
Jessie Tindall

STATE OF Idaho, County of Elmore ss.

On this 3rd day of January
in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Chester J. Tindall, Jessie Tindall

known or identified to me to be the person(s) whose name
are subscribed to the within instrument, and
acknowledged that they executed the same.

Signature: Sheryl A. Reymont

Name: Sheryl A. Reymont

Residing at: Mountain Home

My commission expires: 12/27/05



319815

ELMORE COUNTY, IDAHO ss.
Request of

GUARANTY TITLE, INC.

340
January 3, 2000
Chet J. Tindall
\$12.00

SCM

LEGAL DESCRIPTION

7-2-7 :

Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 23: S1/2NE1/4SW1/4

Section 35: E1/2SE1/4

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to wit:

A tract of land located in the SE1/4SE1/4, Section 35, Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence

South 89°26'53" West, 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence

North 9°06'16" East 83.91 feet to an iron pin; thence

North 12°07'31" East 294.50 feet to an iron pin; thence

South 77°09'33" East 244.01 feet to an iron pin; thence

South 77°09'33" East 56.85 feet, more or less, to a point on the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian; thence

North 89°26'53" West, 368.49 feet along the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

(See Attached)

W/THEN

PRZCE

"A"

(2.59
AC)

LEGAL DESCRIPTION

TRACT I:

Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 23: S1/2NE1/4SW1/4

Section 35: E1/2SE1/4

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to wit:

A tract of land located in the SE1/4SE1/4, Section 35, Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence South 89°26'53" West, 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence North 9°06'16" East 83.91 feet to an iron pin; thence North 12°07'31" East 294.50 feet to an iron pin; thence South 77°09'33" East 244.01 feet to an iron pin; thence South 77°09'33" East 56.85 feet, more or less, to a point on the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian; thence South 300.38 feet, more or less, along the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

(See Attached)

- WARTHEN
PARCEL "A"
(2.59 acrs)

LEGAL DESCRIPTION

TRACT II:

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 2: U.S. Government Lots 1 and 2

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

A tract of land located in the NE1/4NE1/4, Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence South 89°26'53" West 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence South 9°06'16" West 457.50 feet to an iron pin; thence South 22°14'58" East 373.13 feet to an iron pin on the approximate North right-of-way of Canyon Creek Road; thence North 41°50'50" East 104.31 feet along the North right-of-way of Canyon Creek Road to a point; thence North 51°20'30" East 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence North 56°27'50" East 103.17 feet along the North right-of-way of Canyon Creek Road to a point; thence North 59°51'00" East 76.53 feet along the North right-of-way of Canyon Creek Road to an iron pin; thence North 0°13'44" West 563.50 feet along the section line common to Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

WARTHEN
PARCEL "B"
(6.21 acs)

ALSO SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

That portion of the NE1/4NE1/4 (U.S. Government Lot 1), of Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; lying South and East of the right-of-way for Canyon Creek Road.

Adams; now Polly Roman

(See Attached)

CASE NO : 99-914

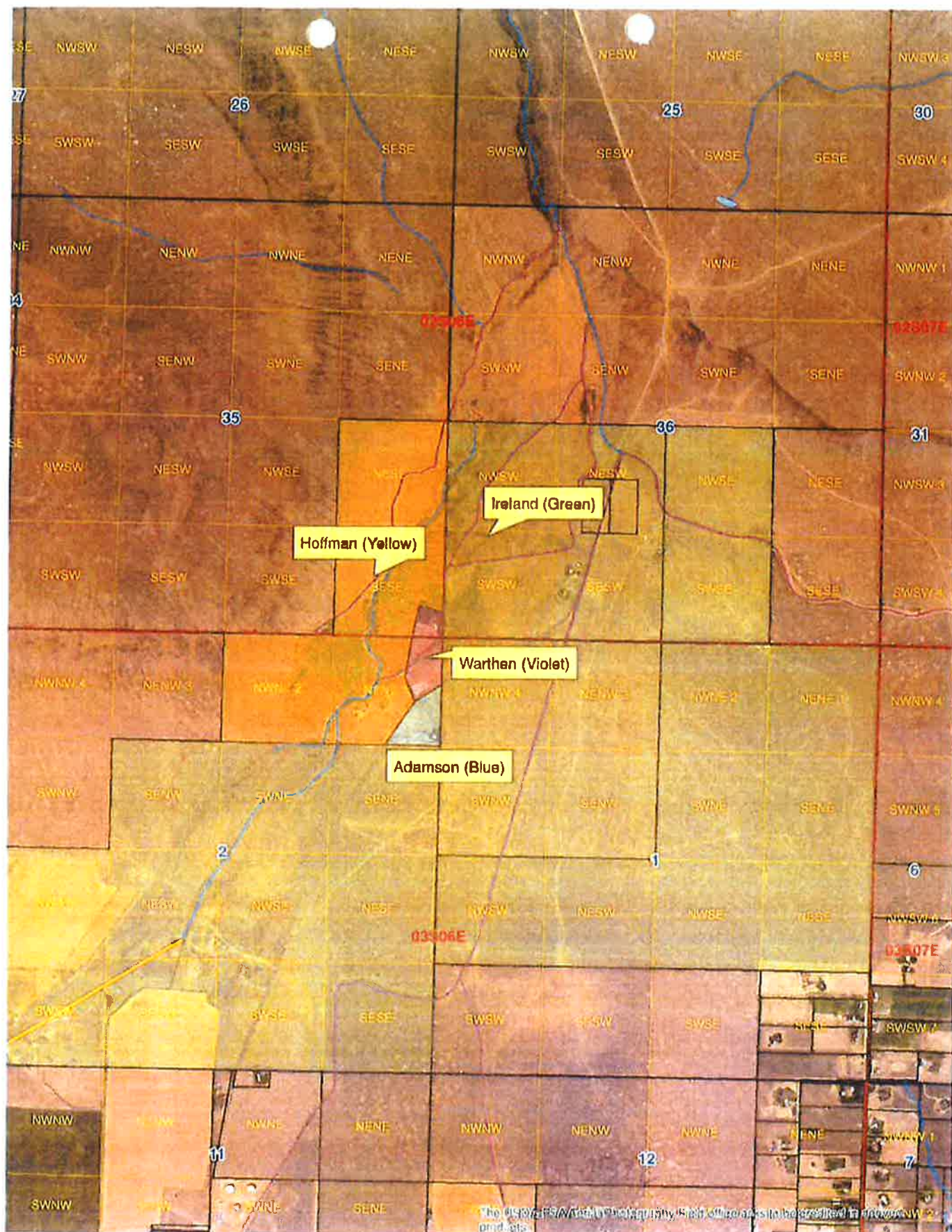
LEGAL DESCRIPTION

TRACT 111;

Township 1 South, Range 6 East, Boise Meridian, Elmore County,
Idaho

Section 26: NW1/4SW1/4

Section 27: NW1/4NE1/4, NE1/4SE1/4, SW1/4SE1/4



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SAWTOOTH LAW OFFICE

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2017 FEB -3 AM 8:28

DANIELA S. EBLE
CLERK OF DISTRICT COURT
DEPUTY

James C. Meservy
Williams, Meservy & Lothspeich, LLP
Attorneys at Law
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Post Office Box 168
Jerome, Idaho 83338
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Facsimile (208) 324-3135
Idaho State Bar No. 2460

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

IN THE MATTER OF THE ESTATE OF)

Case No. CV 2015-1060

CHESTER JOHN TINDALL,
aka CHESTER J. TINDALL,
aka CHET TINDALL,

**DECREE OF DISTRIBUTION AND
ESTATE CLOSING ORDER**

Deceased.

UPON HEARING of the Petition For Settlement and Distribution of Estate, the Final Account Annexed to Petition for Settlement and Distribution, and upon a review of all other papers and pleadings filed herein, the Court finds as follows:

1) The Personal Representative published Notice To Creditors in the time and manner required by law, and the first publication of such notice occurred more than six months prior to the date of filing the Personal Representatives' Petition For Settlement and Distribution.

2) A final account of the administration of the estate has been provided.

3) The Personal Representative has fully administered the estate of the Decedent by making payment, settlement, or other disposition of all claims which were presented, expenses of administration, estate, inheritance, and other death taxes.

4) All required notices have been given or waived, and the estate has been administered according to the laws of this state and the orders of this Court and should be closed.

NOW, THEREFORE, IT IS HEREBY ORDERED AND DECREED as follows:

1. The estate of Chester John Tindall, aka Chester J. Tindall, aka Chet Tindall, disclaims any right title or interest in or to those certain water rights which are described in the IDWR records as Water Right #61-252c and Water Right #61-10033a.

2. The Personal Representative is hereby authorized and directed to deliver and distribute title and possession of the remaining assets of the estate to the distributee in the amount and the manner set forth in the schedules annexed to the Petition for Final Settlement and Distribution, and upon making such delivery and distribution, the Personal Representative shall be fully and finally released and discharged from his trust, and together with her surety, shall be released and discharged from her bond, if any, and any and all liability arising in connection with the performance of her duties as personal representative; and the administration of this estate shall be closed.

IT IS SO ORDERED this 3rd day of February, ~~2016~~ 2017



DAVID C. ERIC

Magistrate Judge

CLERK'S CERTIFICATE OF MAILING

The undersigned hereby certifies that on 3rd February 2017, she deposited in the United States Post Office at Jerome, Idaho, copies of the within notice, enclosed in sealed envelopes with first-class postage prepaid, addressed to the following persons:

Pam Warthan
c/o Brian McMahan, Esq.
Evans Keane LLP
PO Box 959
Boise, ID 83701-0959

Ted Hoffman
c/o Andrew J. Waldera, Esq.
Sawtooth Law Offices, PLLC
PO Box 7985
Boise, ID 83707

Shannon Tindall-Boyer
PO Box 324
Gooding, ID 83330

Teresa Tindall
1703 NE Quarry Ave
Mountain Home, ID 83647

Lori Tindall
1944 Bobs Drive
Boise, ID 83712

Cassandra Tindall
4911 W. Cassia Street
Boise, ID 83705

Rebecca Tindall
2820 Port St.
Nampa, ID 83687

Chester J. (Jason) Tindall
PO Box 522
Mountain Home, ID 83647

Ken L. Johnson
Legacy Fiduciary Services, LLC
39 W Pine Ave Ste 100
Meridian, ID 83642



Deputy Clerk