

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 19 2018

Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-13585 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Reid G. Stewart
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Arthur W. Hoffman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

PO Box 628 Aberdeen ID 83210
Mailing address City State ZIP
(928) 897-1505
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11-03-2006

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: Arthur W. Hoffman 11-7-2018
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 11/19/2018 Receipt No. E044527 Receipt Amt. \$25.
Approved by JB Processed by CR Date 12/20/2018

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

574107

BINGHAM COUNTY RECORDS
BLACKFOOT, IDAHO
FEE 6 - DEP C

2006 NOV 14 PM 4: 35

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **187759-B (Id)**

Date: **November 08, 2006**

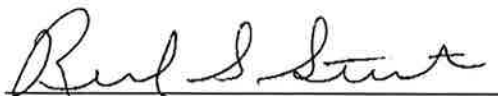
For Value Received, **Superior L & L, LLC**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Arthur Hoffman, an unmarried man**, hereinafter called the Grantee, whose current address is **PO Box 10218, Golden Valley, AZ 86413**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

**TOWNSHIP 4 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, IDAHO.
SECTION 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$**

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

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

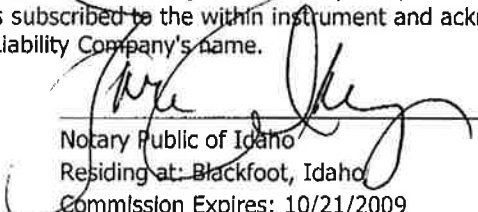
Superior L & L, LLC



By: Reid Stewart, Member

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 14th day of November, 2006, before me, a Notary Public in and for said State, personally appeared **Reid Stewart**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Superior L & L, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

574107

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Space Above This Line for Recorder's Use Only

File No. **187759-B (Id)**

DEED OF TRUST

THIS DEED OF TRUST, made this **November 8, 2006**, between **Arthur Hoffman**, herein called GRANTOR(S), whose address is **PO Box 10218, Golden Valley, AZ 86413**, and **First American Title Company**, herein called TRUSTEE, and **Superior L & L, LLC**, herein called BENEFICIARY, whose address is **3100 West 1000 South, Aberdeen, ID 83210**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Bingham**, State of **Idaho**, described as follows and containing not more than Forty acres in area:

TOWNSHIP 4 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, IDAHO.
SECTION 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **fourteen thousand Dollars (\$14,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **November 14, 2016**.
3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

Supplemental Page HUD-1 Settlement Statement		File No. 187759-B
First American Title Company Settlement Statement		Loan No.
		Settlement Date: 11/08/2006
Borrower Name & Address: Arthur Hoffman PO Box 10218, Golden Valley, AZ 86413		
Seller Name & Address: Superior L & L, LLC 3100 West 1000 South Aberdeen, ID 83210		

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1201. Supplemental Summary	24.00	6.00
a) Recording Fee-Deed - First American Title Company		18.00
b) Recording Fee-Mortgage - First American Title Company		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

 Arthur Hoffman

First American Title Company
 By 
 Lori Day



LORI DAY
ESCROW OFFICER

A. Settlement Statement

**First American Title Company
Settlement Statement**

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent here for informational purposes and are not included in the totals.

D. Name of Borrower: Arthur Hoffman
PO Box 10218, Golden Valley, AZ 86413

E. Name of Seller: Superior L & L, LLC
3100 West 1000 South Aberdeen, ID 83210

F. Name of Lender: Superior L & L, LLC
3100 West 1000 South
Aberdeen, ID 83210

G. Property Location: Bare Ground, Aberdeen, ID 83210

H. Settlement Agent: First American Title Company
Address: 168 West Pacific/P.O. Box 868, Blackfoot, ID 83221

L. Settlement Date: 11/09/2006

Place of Settlement Address: 168 West Pacific/P.O. Box 868, Blackfoot, ID 83221

Print Date: 11/13/2006, 1:04 PM

Disbursement Date: 11/14/2006

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price	27,000.00
102. Personal Property	
103. Settlement charges to borrower (line 1400)	89.50
104. Pay 2006 Property Taxes to Bingham County Treasurer	0.39
105.	

Adjustments for items paid by seller in advance

106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	

120. Gross Amount Due From Borrower **27,089.89**

200. Amounts Paid By Or In Behalf of Borrower

201. Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	14,000.00
203. Existing loan(s) taken subject	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower **15,000.00**

300. Cash At Settlement From/To Borrower

301. Gross amount due from Borrower (line 120)	27,089.89
302. Less amounts paid by/for Borrower (line 220)	15,000.00
303. Cash (X From) (To) Borrower	12,089.89

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price	
402. Personal Property	
403. Total Deposits	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	

420. Gross Amount Due To Seller

500. Reductions In Amount Due to Seller

501. Excess deposit (see Instructions)	
502. Settlement charges (line 1400)	
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller

601. Gross amount due to Seller (line 420)	
602. Less reductions in amounts due to Seller (line 520)	
603.	

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date: 11/13/06

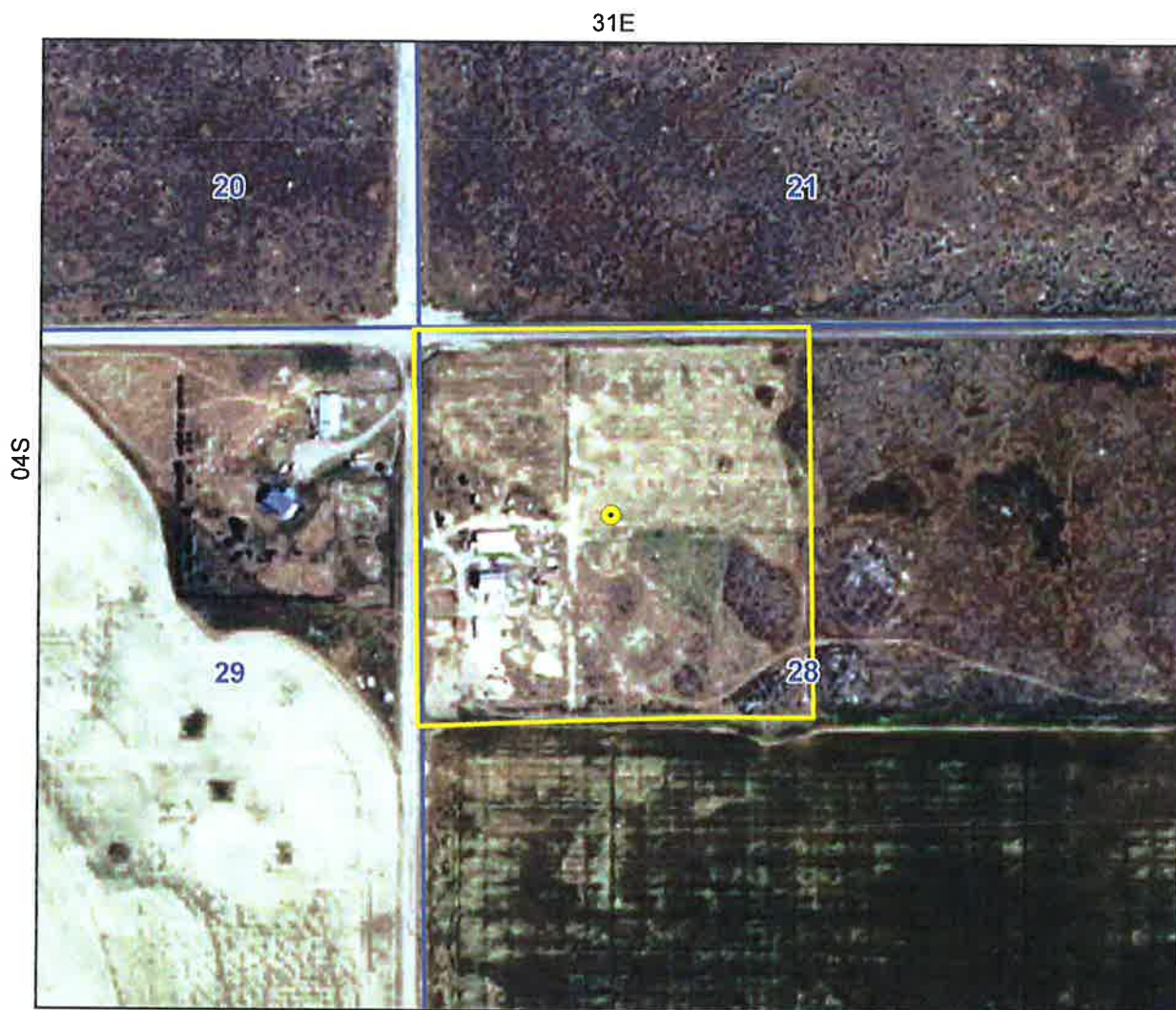
State of Idaho
Department of Water Resources

Water Right

35-13585

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.035 0.07 0.14 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

December 28, 2018

ARTHUR W HOFFMAN
PO BOX 628
ABERDEEN ID 83210-0628

Re: Change in Ownership for Water Right No(s): 35-13585

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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist I

Enclosure(s)

cc: Aberdeen-American Falls GWD
Water District 120