

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEC 29 2017
WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
PD 61-11855	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Chester J. Tindall
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Theodore W. Hoffman, Jr.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 600 NE Broken Circle Dr. Mountain Home ID 83647
Mailing address City State ZIP
- 208 590 2003 brokenoco@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur? NA - Not split.
☒ 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: Jan 3rd 2000
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed NA for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed NA form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items: See attachment
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 ☒ \$25 per undivided water right.
 ☐ \$100 per split water right.
 ☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Theodore W. Hoffman Owner 12/12/2017
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12/29/17 Receipt No. W045945 Receipt Amt. \$25⁰⁰
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
Name on W-9 X Approved by AK Processed by AK Date 9/11/2018



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Lower Snake River District
Boise Field Office
3948 Development Avenue
Boise, Idaho 83705-5389
<http://www.id.blm.gov>

B

RB
6-1-01

In Reply Refer To:

4130(ID-016)

Certified Mail - Return Receipt Requested

JUN 12 2000

Notice of Field Manager's Final Decision

RECEIVED

JUL 30 2018

WATER RESOURCES
WESTERN REGION

Ted Hoffman
Route 1 Box 815
Mountain Home, Idaho 83647

Dear Mr. Hoffman:

Background:

In January 2000, I received your application to transfer grazing preference for Operator #111629 from Chester Tindall (Crane Lake Ranches) to Ted Hoffman, through the sale of Mr. Tindall's base property. The BLM grazing permit for Operator # 111629 includes permitted use in the Mud Springs Allotment (#815). The current 10-year grazing permit will be cancelled, and in compliance with 43 CFR 4130.2, a new grazing permit is being offered to you.

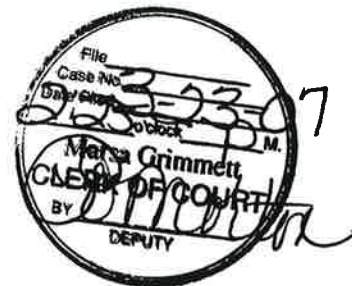
On March 21, 2000, I received a protest of the proposed decision from Committee for Idaho's High Desert (CIHD). Included separately with this final decision are my responses to the protest points. An April 17 field tour consisted of visiting areas within the allotment which were of certain interest to my staff or were mentioned by CIHD as areas of concern.

The following were some of the findings from the tour:

- Pasture 1: The spring development called Canyon Creek Pipeline which includes a tire trough and two very old barrel troughs is functioning improperly. Currently no overflow mechanisms exist to allow the flow of excess water away from the watering site. Associated seeps and the spring head were grazed heavily last year. However, with livestock grazing occurring during the late fall/winter season when the majority of the wetland soils were dry, the springs and seeps were in Proper Functioning Condition. Trend condition was unknown without further monitoring. The ephemeral creek, which is adjacent to the Canyon Creek Pipeline project, was also in Proper Functioning Condition, but trend was unknown.

RECEIVED
JUL 30 2018
WATER RESOURCES
WESTERN REGION

C



Vicky J. Elkin /ISB#5978
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701
Telephone: 208-331-1170
Facsimile: 208-331-1529

Larry C. Ashcraft /ISB#2029
ASHCRAFT AND MILLER PLLC
430 North 6th East
P.O. Box 506
Mountain Home, Idaho 83647-0506
Telephone: 208-587-9797
Facsimile: 208-587-7005

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

RITA SELLERS HOFFMAN,

Plaintiff,

vs.

THEODORE WALLACE HOFFMAN, JR.,

Defendant

Case No. CV 2006-1154

**JUDGMENT AND
DECREE OF DIVORCE**

This matter having come before the Court on the Stipulation of the parties for entry of Judgment, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment be entered as follows:

1. Plaintiff and Defendant are awarded a divorce, each from the other, on the grounds of irreconcilable differences and returned to their status as single individuals.

2. The parties have reached a separate Property Settlement Agreement which the parties agree reflects a fair and equitable division and assignment of all disclosed community assets and debt. The Property Settlement Agreement was executed on the 22nd day of February, 2007 and, since that date, has governed the respective rights and obligations of the parties with respect to all assets and debt divided and assigned therein.

3. The Court acknowledges that the parties have entered into said Agreement and approves the same as a fair and equitable division and assignment of all disclosed community assets and debt.

4. This Court reserves the right to divide and assign any and all undisclosed assets and liabilities.

5. *It is FURTHER ORDERED that the copy of the parties Property Settlement Agreement reviewed by the Court shall be sealed by the Clerk until my order of the Court.*

DATED this 23rd day of March, 2007.


HONORABLE JUDGE DAVID C. EPIS
Magistrate Judge

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on this 23 day of March, 2007, I caused a true and accurate copy of the **Judgment and Decree of Divorce** to be served upon the following as indicated below:

Vicky J. Elkin
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701
Telephone: 208-331-1170
Facsimile: 208-331-1529

() Hand Delivery
☒ U.S. Mail, first class, postage prepaid
☒ Facsimile Transmission

Larry C. Ashcraft /ISB#2029
ASHCRAFT AND MILLER PLLC
430 North 6th East
P.O. Box 506
Mountain Home, Idaho 83647-0506
Telephone: 208-587-9797
Facsimile: 208-587-7005

☒ Hand Delivery
() U.S. Mail, first class, postage prepaid
() Facsimile Transmission

LSI

Clerk

STATE OF IDAHO)
COUNTY OF ELMORE) ss

I hereby certify that the foregoing instrument is a true and correct copy of the original on file in this office.

March 23 2007
Marsa Ginnnett CLERK
By [Signature] Deputy

203 587 2130

QUITCLAIM DEED

ELMORE COUNTY

1:22:00 pm

Mar 08, 2010

No. of Pages: 2

MARSA PLUMMER, Recorder

DELLIS, Deputy

Fee: \$ 6.00



remise and forever quit claim unto Theodore W. Hoffman Jr, whose current address is: P.O. Box 600, N.E. Broken Circle Drive, Mountain Home, Idaho 83647 together with all appurtenances to include water rights, and subject to all existing reservations, restrictions, dedications easements rights-of-way and agreements of record, the following described premises:

The Broken Circle Cattle Company ranch in Elmore County more particularly described in section 1A below, SAVING EXCEPTING AND EXCLUDING the 8 acre parcel and the three 40 acre parcels more particularly described in Section 1B below.

RECEIVED

JUL 30 2018

WATER RESOURCES
WESTERN REGION

1A.

Real Property

TRACT I:

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

Section 23: SE1/2NE1/4SW1/4

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 degrees 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 degrees 06'16" East 83.91 feet to an iron pin; thence North 12 degrees 07'31" East 294.50 feet to an iron pin; thence South 77 degrees 09'33" East 244.01 feet to an iron pin; thence South 77 degrees 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.

TRACT II:

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

SECTION 2: Lots 1 and 2

SAVING AND 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 degrees 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 degrees 06'16" West 457.50 feet to an iron pin; thence South 22 degrees 14'58" East 373.13 feet to an iron pin on the approximate North right-of-way of Canyon Creek Road; thence North 41 degrees 50'50" East 104.31 feet along the North right-of-way of Canyon Creek Road to a point; thence North 51 degrees 20'30" East 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence

North 56 degrees 27'50" East 103.17 feet along the North right-of-way of Canyon Creek Road to a point, thence
North 59 degrees 51'00" East 76.53 feet along the North right-of-way of Canyon Creek Road to an iron pin; thence
North 0 degrees 13'44" West 563.50 feet along the section line common to Section 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 (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.

TRACT III

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

Section 26: NW1/4SW1/4
Section 27: N1/2SE1/4, SW1/4SE1/4, and NW1/4NE1/4

TRACTS I, II, and III

TOGETHER with all grazing rights and privileges appurtenant to the above-described property, consisting of approximately 2467 AUMs for grazing in the Mud Springs Allotment, 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.

IB. SAVING, EXCEPTING AND EXCLUDING the following which Rita S Hoffman and Theodore W. Hoffman Jr. shall continue to jointly own as tenant in common the following listed real property:

- A. That approximately 8 acre portion of the 20 acre parcel, S1/2NE1/4SW1/4 Section 23 T2S R 6E Boise Meridian that lies east of the center of Canyon Creek.
- B. Three 40 acre parcels: T1S R6E NW1/4NE1/4, SW1/4SE1/4, NE1/4SE1/4 all in Sec 27 1S 6E Boise Meridian.

TO HAVE AND TO HOLD the said premises, unto said grantees, heirs and assigns forever.

Date 3-3-2010

Rita S Hoffman
BY Rita S Hoffman
Grantor's Name

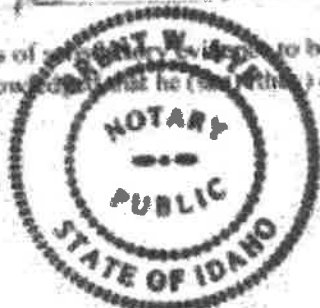
State of Idaho

County of Ada

On this 3rd day of March in the year 2010 before me

Brent W Nye personally appeared Rita S Hoffman

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to within the instrument, and acknowledged that he (she/they) executed the same.



Brent W Nye
Notary Public
My Commission expires 4/22/2010

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)

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 J. 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 to me that they executed the same.

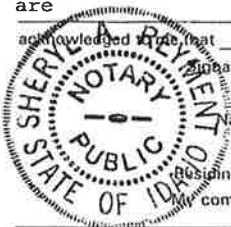
Signature: Sheryl A Reymont

Name: Sheryl A Reymont

(type or print)

Residing at: Mountain Home

commission expires: 12/27/05



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)

Vicky J. Elkin /ISB#5978

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, Idaho 83701

Telephone: 208-331-1170

Facsimile: 208-331-1529

Larry C. Ashcraft /ISB#2029

ASHCRAFT AND MILLER PLLC

430 North 6th East

P.O. Box 506

Mountain Home, Idaho 83647-0506

Telephone: 208-587-9797

Facsimile: 208-587-7005

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

RITA SELLERS HOFFMAN,

Plaintiff,

vs.

THEODORE WALLACE HOFFMAN, JR.,

Defendant

Case No. CV 2006-1154

**STIPULATION FOR ENTRY OF
JUDGMENT AND
DECREE OF DIVORCE**

COMES NOW the Plaintiff RITA SELLERS HOFFMAN and the Defendant, THEODORE WALLCE HOFFMAN, JR., by and through their respective counsel of record and hereby stipulate and agree as follows:

1. The parties were married on or about the 5th day of July, 1976, in Beverly, Washington County, Ohio and ever since have been and still are husband and wife.

2. The parties presently have no minor children.

3. Irreconcilable differences have arisen between the parties and, accordingly, the parties have decided to seek a divorce, each from the other and return to their status as single individuals.

4. During the course of their marriage, the parties have accumulated community assets and debt.

5. The parties have considered the following assets in arriving at a Property Settlement Agreement which each agree reflects a division and assignment of said assets which is fair and equitable:

- a. Grand View Farm (including improvements thereto, if any);
- b. Mountain Home Ranch (including improvements thereto, if any);
- c. Canyon Creek Property (including the eight (8) acre parcel, twelve (12) acre parcel and the three (3) forty (40) acre parcels);
- d. Real property and residence located on Thunder Mountain Drive in Boise, Idaho;
- e. Guaranty Title claim/dispute;
- f. Checking and savings accounts in Plaintiff's sole name and/or possession;
- g. Washington Mutual account in Defendant's sole name and/or possession;
- h. Washington Mutual Joint Checking account;
- i. Knight Veterinary Clinic sale proceeds;
- j. NW Farm Credit Services Future Payment Fund;
- k. Plaintiff's separate property;

- l. Money received from Defendant's mother;
- m. Equipment;
- n. Livestock;
- o. Cattle;
- p. Horses;
- q. Land leases;
- r. Permits;
- s. Ranch Supplies;
- t. Plaintiff's Mercury Sable;
- u. 2000 Northstar Mobile Home;
- v. Property previously divided and in the possession of each party;
- w. Plaintiff's Retirement Accounts;
- x. Defendant's Retirement Accounts;
- y. Assets identified in the General Partnership Agreement of the Hoffman Partnership; and
- z. Any other asset specifically identified in the Property Settlement Agreement but omitted from ¶ 5 of this Stipulation.

6. The parties have considered the following debts in arriving at a Property Settlement Agreement which each agree reflects a division and assignment of said debt which is fair and equitable:

- a. Any debt incurred by either party after January 1, 2006, except as otherwise specifically provided for by the Property Settlement Agreement;

- b. Mortgage on the Real Property and residence located at 8115 W. Thunder Mountain Dr., Boise, Idaho 83709;
- c. Mortgage or other Real Estate loan for Grand View Farm;
- d. Mortgage with Chet Tindall or other Real Estate loan, operating loan and term loan with NW Farm Credit Services for Mountain Home Ranch;
- e. Kathryn Hoffman loan;
- f. All credit card debt on credit cards in Plaintiff's name or possession;
- g. All credit card debt on credit cards in Ted's name and/or possession identified in more detail in Paragraph 5.7 of the Property Settlement Agreement;
- h. Costs associated with removing each other's names from various financial accounts, mortgages or other liabilities or titles;
- i. Costs associated with establishing joint ownership of the following four (4) parcels of real property: the three (3) forty (40) acre plots and the eight (8) acre plot east of Canyon Creek adjoining Rich Hansen's land;
- j. Costs associated with the support and education of the parties' youngest child;
- k. Tax preparation expenses;
- l. Tax consequences;
- m. Divorce-related Accountant costs/expenses;
- n. Divorce-related Attorney costs/expenses;
- o. Health expenses;
- p. Ranch Liabilities;
- q. Cattle Liabilities;

- r. Operating Expenses;
- s. Utilities;
- t. All items on the Farm Credit Services Operating Loan Account Application for 2006; and
- u. Any other debt specifically identified in the Property Settlement Agreement but omitted from ¶ 6 of this Stipulation.

7. The Property Settlement Agreement was executed on the 22nd day of February, 2007 and, since that date, has governed the respective rights and obligations of the parties with respect to all assets and debt divided and assigned therein.

8. That the Court enter Judgment and Decree of Divorce consistent with the Proposed Judgment and Decree of Divorce attached hereto and, by this reference, incorporated herein.

9. The parties further stipulate and agree to waive Findings of Fact and Conclusions of Law.

DATED this 22nd day of March, 2007.


RITA SELLERS HOFFMAN
Plaintiff


Vicky J. Elkin
Attorney for Plaintiff


THEODORE WALLACE HOFFMAN
Defendant


Larry C. Ashcraft
Attorney for Defendant

STATE OF IDAHO)
) ss.
County of Ada)

On this 22 day of March, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared RITA SELLERS HOFFMAN, 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.

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

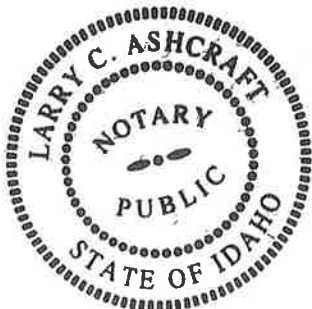



Notary Public for Idaho
Residing at Boise, Idaho
Commission expires Jan, 2013

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared THEODORE WALLACE HOFFMAN, JR., 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.

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




Notary Public for Idaho
Residing at Boise, Idaho
Commission expires 3-1-2010

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of February, 2007, by and between RITA SELLERS HOFFMAN, hereinafter referred to as "Rita," and THEODORE WALLACE HOFFMAN JR., hereinafter referred to as "Ted."

1. **RECITALS:** This Agreement is made with reference to the following facts:

1.1. The parties hereto were married on or about the 5th day of July, 1976, in Beverly, Washington County, Ohio and ever since have been and still are husband and wife.

1.2. The parties presently have no minor children.

1.3. Unhappy differences have arisen between the Rita and Ted, as a result of which they have agreed to separate and enter into this Agreement.

2. **TRANSFERS TO RITA:** Ted hereby agrees to, and by this Agreement he does hereby transfer, assign and convey unto Rita as her sole and separate property, and does hereby forever waive any and all rights in and to, the items more particularly described as follows:

2.1. The property allocated to Rita on "Exhibit A to the Property Settlement Agreement" which is attached hereto and, by this reference, incorporated herein.

2.2. Any other property in her possession and under her control, except those items specifically being awarded to Ted.

★ 3. **TRANSFERS TO TED:** Rita hereby agrees to, and by this Agreement she does hereby transfer, assign and convey unto Ted as his sole and separate property, and does hereby forever waive any and all rights in and to, the items more particularly described as follows:

★ 3.1. The property allocated to Ted on "Exhibit B to the Property Settlement Agreement" which is attached hereto and, by this reference, incorporated herein.

★ 3.2. Any other property in his possession and under his control, except those items specifically being awarded to Rita.

4. **PAYMENT OF DEBTS BY RITA:** Rita agrees to assume and pay the following debts:

4.1. Any debts incurred by Rita after January 1, 2006, except as otherwise provided in this Agreement.

4.2. Mortgage on Real Property and residence located at 8115 W. Thunder Mountain Dr., Boise, Idaho 83709.

4.3. Mortgage or other Real Estate loan for Grand View Farm.

4.4. All credit card debt on credit cards in Rita's name and/or possession.

4.5. Any debts incurred by Rita that are undisclosed.

4.6. Ted and Rita agree to share equally in any costs associated with removing each other's names from various financial accounts, mortgages or other liabilities or titles and establishing joint ownership of the following four (4) parcels of real property: the three (3) forty (40) acre plots and the eight (8) acre plot east of Canyon Creek adjoining Rich Hansen's land.

4.7. 5.10. Ted and Rita will continue to share mutually agreed upon expenses incurred in the support and education of their youngest child, James Hoffman. Either Ted or Rita may request a mediator or arbitrator to assist in major decisions if he/she feels it is necessary. When such a request is made, the other parent has two days to either agree to mediation/arbitration or to come to an agreement. If time is critical in the decision such as a financial or other deadline, agreement or arbitration shall be decided in time to meet the deadline.

4.8 Any other debts incurred by her after the execution of this Agreement, except those specifically being assumed by Ted. Rita agrees to indemnify and hold Ted harmless from the debts being assumed by her.

5. **PAYMENT OF DEBTS BY TED:** Ted agrees to assume and pay the following debts:

5.1. Any debts incurred by Ted after January 1, 2006, except as otherwise provided in this Agreement.

5.2. Cash settlement in the amount of \$6,801 which shall be paid to Rita on or before May 1, 2007.

5.3. Reimbursement to Rita in an amount to be determined for those items more particularly described in Paragraph 2 of Exhibit A of this Property Settlement Agreement.

5.4. Mortgage with Chet Tindall or other Real Estate loan, operating loan and term loan with NW Farm Credit Services for Mountain Home Ranch.

5.5. Kathryn Hoffman's loan in the amount of approximately \$107,000.

5.6. Mortgage or other Real Estate Loan for the Property described in Paragraph 6.3 of this Property Settlement Agreement.

5.7. All credit card debt on credit cards in Ted's name and/or possession including but not limited to (1) Bank of America Visa (account ending -3222); (2) Bank of America Visa (account ending -7677); (3) Bank of America MasterCard; (4) American Express (account ending -91001); (5) Capital One Visa (account ending -2235); (6) Capital One Visa (account ending -7628); (7) Capital One Visa (account ending -3104); (8) Capital One Visa (account ending -7817); (9) Capital One Visa (account ending -2688); (9) CitiBank MasterCard (account ending -5730); (10) CitiBank MasterCard (account ending -4410); (11) Discover (account ending -0453). As of the date of signing this agreement, this credit card debt is approximated to be \$75,200.

5.8. Any debts incurred by Ted that are undisclosed.

5.9. Ted and Rita agree to share equally in any costs associated with removing each other's names from various financial accounts, mortgages or other liabilities or titles and establishing joint ownership of the following four (4) parcels of real property: the three (3) forty (40) acre plots and the eight (8) acre plot east of Canyon Creek adjoining Rich Hansen's land.

5.10. Ted and Rita will continue to share mutually agreed upon expenses incurred in the support and education of their youngest child, James Hoffman. Either Ted or Rita may request a mediator or arbitrator to assist in major decisions if he/she feels it is necessary. When such a request is made, the other parent has two days to either agree to mediation/arbitration or to come to an agreement. If time is critical in the decision such as a financial or other deadline, agreement or arbitration shall be decided in time to meet the deadline.

5.11. Any other debts incurred by him after January 1, 2006, except those specifically being assumed by Rita. Ted agrees to indemnify and hold Rita harmless from the debts being assumed by him.

6. **REAL PROPERTY:**

6.1. **Grand View Farm.** The real property known to the parties as "Grand View Farm", and all community interest therein, shall be awarded as follows. The 5.5 acres, more or less, which Oscar Whitted is buying, are awarded to Ted. Ted will be responsible for all tax and assessment obligations that pertain to this property until the sale is completed to Oscar Whitted. The remaining 74.5 acres, more or less are awarded to Rita. Rita shall be responsible for paying all mortgage, tax and assessment obligations that pertain to this property. The award of this asset to Rita is subject to her agreement to enter into a separate lease agreement with Husband to lease the remaining 74.5 acres of the farm until April 15, 2013.

6.2. **Mountain Home Ranch.** The real property known to the parties as "Mountain Home Ranch", and all community interest therein, shall be awarded to Ted. Said award is subject to the parties' children's interest in the Mountain Home Ranch which, as of January 1, 2006, is defined as follows:

James Hoffman \$10,055, plus five (5) cows

Kathryn Hoffman \$107,000

JS Sarah McDaniels \$7,725, plus eleven (11) cows

Ted shall be responsible for paying all mortgage, tax and assessment obligations that pertain to the property. In addition, Ted will continue to be responsible for all liability, interest, stock, lease and labor related to the children's interest in the Mountain Home Ranch. The parties stipulate that Title *shall not* pass to Ted until Ted refinances the operating and term^{NSH}s loans associated with said property and Rita's name is removed from the loan(s) associated with the Mountain Home Ranch. The parties anticipate such refinance will occur on or about March 1, 2007.

The parties recognize that the award of this asset to Ted creates a disparity in the division of community assets which cannot be resolved through an equalization payment. However, it is the desire and intention of these parties that the asset will remain in the parties' family. Accordingly, the parties stipulate and agree that Ted will be awarded this asset subject to the following conditions:

6.2.1. Agreement In the Event of Sale: If, at any time following the divorce of the parties, Ted sells the Mountain Home Ranch, Ted agrees to pay Rita as follows:

6.2.1.1. If the Mountain Home Ranch is sold for more than one million dollars (\$1,000,000), Ted shall pay Rita twenty percent (20%) of the net sale value, or two hundred thousand dollars (\$200,000) plus five and three quarter percent

(5.75%) interest accruing from the date of entry of the parties' Decree of Divorce, whichever is less, but in no event less than two hundred thousand dollars (\$200,000). This payment shall be made to Rita from the sale escrow account before any money is paid to Ted from that account.

6.2.1.2. If the Mountain Home Ranch is sold for less than one million dollars (\$1,000,000), Ted shall pay Rita as follows:

6.2.1.2.1. If the Mountain Home Ranch is sold in or before 2012, Ted shall pay Rita one-half (1/2) of the difference between six hundred thousand dollars (\$600,000) and the net sale price. This payment shall be made to Rita from the sale escrow account before any money is paid to Ted from that account.

6.2.1.2.2. If the Mountain Home Ranch is sold in or after 2013, Ted shall pay Rita one-third (1/3) the difference between six hundred thousand dollars (\$600,000) and the net sale price. This payment shall be made to Rita from the sale escrow account before any money is paid to Ted from that account.

6.2.2. Agreement In the Event of Ted's Remarriage: If Ted remarries, Ted agrees to enter into a Pre-Nuptial Agreement which specifically identifies the Mountain Home Ranch, and any gain or increase in value thereon, as his separate property, whether or not said gain or increase in value is the result of the labor and efforts of Ted and/or the newly formed community. If said Pre-Nuptial Agreement is not entered into on or before the date of any remarriage (also referred to herein as the

“triggering event”), Ted agrees that the Mountain Home Ranch will be appraised and that he will pay Rita as follows:

6.2.2.1. If the Mountain Home Ranch is appraised for more than one million dollars (\$1,000,000), Ted shall pay Rita twenty percent (20%) of the appraised value, or two hundred thousand dollars (\$200,000) plus five and three quarter percent (5.75%) interest accruing from the date of entry of the parties’ Decree of Divorce, whichever is less, but in no event less than two hundred thousand dollars (\$200,000).

6.2.2.2. If the Mountain Home Ranch is appraised for less than one million dollars (\$1,000,000), Ted shall pay Rita as follows:

6.2.2.2.1. If the triggering event occurs in or before 2012, Ted shall pay Rita one-half (1/2) of the difference between six hundred thousand dollars (\$600,000) and the appraised value. If Ted cannot pay said amount within sixty (60) days of the appraisal, Ted agrees to sign a ten (10) year mortgage agreement at prevailing rates with Rita and provide a lien against the property, second to any previously existing mortgage or lien acquired consistent with normal business practices but excluding any lien by the person Ted intends to marry or her family or associates.

6.2.1.3.2.2. If the triggering event occurs in or after 2013, Ted shall pay Rita one-third (1/3) the difference between six hundred thousand dollars (\$600,000) and the appraised value. If Ted cannot pay said

amount within sixty (60) days of the appraisal, Ted agrees to sign a ten (10) year mortgage agreement at prevailing rates with Rita and provide a lien against the property, second to any previously existing mortgage or lien acquired consistent with normal business practices but excluding any lien by the person Ted intends to marry or her family or associates.

6.2.2.3. If an appraisal as contemplated by paragraph 6.2.2. *et seq.*, is performed, the parties will stipulate to the individual performing the appraisal. In the event that the parties cannot so stipulate, each party will choose his/her own appraiser who shall then recommend and agree upon a third individual to perform said appraisal. Ted shall be responsible for the cost of the appraisal.

6.3. Property Adjacent to Rich Hansen Property. The real property known to the parties as the "12 acres, more or less, west of Canyon Creek and Adjacent to Rich Hansen Property", and all community interest therein, shall be awarded to Ted. Ted shall be responsible for paying all mortgage, tax and assessment obligations that pertain to the property. The parties recognize that the award of this asset to Ted creates a disparity in the division of community assets which cannot be resolved through an equalization payment. Accordingly, the parties stipulate and agree that Ted will be awarded this asset subject to the following conditions:

6.3.1. If, at any time following the divorce of the parties, Ted sells the 12 acres, more or less, west of Canyon Creek and Adjacent to Rich Hansen Property, Ted agrees to pay Rita one-half (1/2) of any net amount received in excess of \$1,000 per acre.

6.4. Canyon Creek Property. The parties agree that they will continue to jointly own, as tenants in common, the real property located east of Canyon Creek and more particularly described as follows:

6.4.1. 8 Acre Parcel: S½ NE¼ SW¼ Section 23 T2S R 6E Boise Meridian; and

6.4.2. 3 40-Acre Parcels: NW¼ NE¼; SW¼ SE¼; NE¼ SE¼ all in Sec 27 1S 6E.

7. KNIGHT VETERINARY CLINIC: The parties agree that the partnership interest in Knight Veterinary Clinic will be sold at some point in the future and the proceeds distributed as follows:

7.1. Rita will receive \$49,000 plus 6% interest from the date of divorce until the date of receipt of the funds from the sale.

7.2. Balance of sale proceeds to Ted.

7.3 Ted shall pay Rita her portion of the sale price within ten days of the date of sale if he receives twice the amount owed to Rita. If not, he shall pay Rita one half of the amount he does receive within ten days of the date of sale and pay her one half of each payment he receives thereafter within ten days of receipt of that payment until payment to Rita including interest is complete. Interest will continue to accrue at 6% on the unpaid portion of the debt.

7.4 If Ted does not sell the veterinary clinic partnership interest on or before January 1, 2015, Ted agrees to pay Rita \$49,000 plus 6% interest from the date of divorce. Said payment shall be due on or before January 1, 2015. Payment in full shall liquidate Rita's interest in the clinic.

7.5 Ted may pay Rita in installments prior to January 1, 2015 whether or not he has sold his interest in the clinic. Interest on the debt to Rita will continue to accrue on the unpaid portion of the debt.

8. **NEGOTIATED SETTLEMENT:** The parties each agree that this Agreement was reached following extensive and detailed settlement negotiations between them. Ted and Rita further stipulate and agree that not every item of property and debt, whether or not stipulated to be a community asset/obligation, is identified and divided herein. However, the parties stipulate and agree that the following items of property and debt were contemplated in reaching this Agreement:

8.1. **Assets:** All assets identified by this Agreement and/or its Exhibits; Rita's separate property (including, but not limited to, inheritance from her mother and her Boise real property and residence); Money received from Ted's mother, whether identified by the parties as a community gift, a separate property gift, a community loan and/or a separate property; Improvements on the Mountain Home Ranch; Improvements on the Grand View Farm; Equipment; Livestock; Cattle; Horses; Land leases; Property previously divided and in the possession of each party (including, but not limited to, personal property, equipment, machinery, tools and vehicles); Rita's Retirement Accounts (including, but not limited to, PERSI, Capital Educators, social security); Ted's Retirement Accounts (including, but not limited to, social security); Assets identified in the General Partnership Agreement of the Hoffman Partnership.

8.2. **Liabilities:** All obligations/debts associated with the above-listed assets; a loan associated with Rita's separate property; Tax preparation expenses; Tax consequences; Divorce-related Accountant costs/expenses; Divorce-related Attorney costs/expenses; Existing credit card debt in the amount of \$75,200; Health expenses; Ranch Liabilities; Cattle Liabilities; Operating Expenses; Utilities (including telephone); All items on the Farm Credit Services Operating

Loan Account Application for 2006; and Expenses associated with the completion of James Hoffman's high school education.

8.3. Other: Insurance expenses/benefits (including, but not limited to, car health, house, fire); the parties' children's money in the Mountain Home Ranch; and the General Partnership Agreement of The Hoffman Partnership.

8.4. Exhibit A, Paragraph 1: The cash settlement to Rita, which is identified on Exhibit A, paragraph 1, is specifically contemplated to be in settlement of various expenses, including Rita's living expenses from the date of separation through January 1, 2006, costs associated with housing and schooling James Hoffman, Rita's car insurance and phone bills, money borrowed from Rita by Ted, 2005 tax refunds and other miscellaneous items.

9. ATTORNEY'S FEES: Ted and Rita each agree that they shall pay their own attorney's fees and costs incurred as a result of the divorce action between the parties.

10. RELEASE: Excepting disagreements which may arise related to the General Partnership Agreement of the Hoffman Partnership and/or the Hoffman Lease Agreement, which have been executed concurrently herewith; subject to the provisions of this Agreement, each party has remised, released and forever discharged, and by these presents does for himself or herself, remise, release and forever discharge the other of and from any cause or causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties hereto ever had or now has against the other, except any or all cause or causes of action for divorce.

11. DISPOSITION OF PROPERTY: Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatever nature, real or personal, and the parties hereto, each for himself and herself, respectively, and for the respective heirs, legal representatives, executors and administrators and assigns.

12. **BINDING EFFECT:** All of the provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives and assigns.

13. **AGREEMENT NOT TO BE MERGED:** The parties agree that in the event a divorce is entered, this Property Settlement Agreement shall NOT be merged in any decree or judgment and **WILL NOT** be submitted to the Court for approval. The parties further agree that they **WILL NOT** request that this Agreement be merged and incorporated and made a part of the Judgment and Decree of Divorce.

14. **ADDITIONAL DOCUMENTS:** Each of the parties agree to make, execute and deliver such deeds or other documents as may be requested by the other to carry out the full performance of this Agreement.

15. **ADVICE OF COUNSEL:** The parties acknowledge that the documents have been prepared by the attorneys for Rita and the attorneys for Rita are not representing the Ted in this matter. Rita is represented by attorney Vicky J. Elkin of **TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.** Ted is represented by attorney Larry C. Ashcraft of Ashcraft & Miller.

The parties acknowledge that both parties have been represented by attorneys of his or her choice and the terms and legal significance of this Property Settlement Agreement and the effect which it has upon any interest each party might accrue in the property of the other were fully explained. Each party acknowledges that he or she fully understands the Property Settlement Agreement and its legal effect and that he or she is signing the Property Settlement Agreement freely and voluntarily, and that neither party has any reason to believe that the other did not understand fully the terms and the effects of the Property Settlement Agreement or that he or she did not freely and voluntarily execute the Property Settlement Agreement.

16. **SEPARATE PROPERTY:** The parties stipulate and agree that from and after the date of the signing of this Agreement, any and all property acquired by either

party shall be the separate property of the party who has acquired it and the other party shall have no claim thereon.

17. DEBTS AFTER SIGNING AGREEMENT: Excepting those debts/expenses identified in Paragraphs 4.7 and 5.10 of this Property Settlement Agreement which are incurred for the support and education of James Hoffman; from and after the signing of this Agreement, any debts incurred by either party shall be the separate debt of the party incurring the debt and shall not be a community debt. Each party agrees not to incur any debt for which the other party may be liable.

18. MISCELLANEOUS PROVISIONS:

18.1 The parties hereto both stipulate and agree that they have read and fully understand this Agreement.

18.2 The parties hereto agree that they have entered into this Agreement without undue influence or fraud or coercion or misrepresentation or for any other like cause.

18.3 If action is instituted to enforce any of the terms of this Agreement, then the losing party agrees to pay to the prevailing party all costs and attorney's fees incurred in that action.

18.4 Each party represents to the other that they have made full disclosure of all community assets and community liabilities of which they are aware.

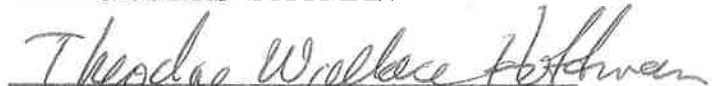
18.5 The parties stipulate and agree that the division of community assets provided for in this Agreement is fair and equitable.

18.6 All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Idaho.

18.7 The parties acknowledge that the Tax Reform Act of 1984, 1986, and 1996, and all amendments thereto, created dramatic changes in the tax law as it affects the dissolution of marriages, including but not limited to the tax consequences of support payments and all taxes associated with the division of property. Vicky J. Elkin, attorney for Rita, does not hold herself out as being an expert in tax-related matters and, therefore, has recommended that the parties obtain competent tax advice from an independent source. By execution hereof, the parties have acknowledged such recommendation and, if they so desire, have sought and obtained advice with regard to matters of concern to them, as contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

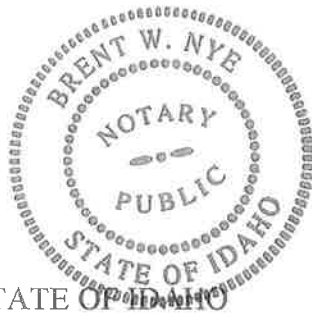

RITA SELLERS HOFFMAN


THEODORE WALLACE HOFFMAN JR.

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared RITA SELLERS HOFFMAN, 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.

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



B. W. Nye
Notary Public for Idaho
Residing at Boise, Idaho
Commission expires 4/22/2010

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared THEODORE WALLACE HOFFMAN, Jr. 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.

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



T. A. Mallea
Notary Public for Idaho
Residing at Mountain Home, Idaho
Commission expires 6-18-2009

EXHIBIT "A"

PROPERTY TO BE AWARDED TO RITA

1. \$ 6,801 cash, to be paid by Ted on or before May 1, 2007
2. \$ 3,775 cash, less a credit for one-half of the sale price of the Mazda Protégé used by James Hoffman. Said sum reflects Ted's reimbursement to Rita for one-half (1/2) of the costs of owning, operating and repairing said automobile. Ted shall pay Rita one-half (1/2) of the net costs within sixty (60) days of the sale of the automobile or by May 1, 2007, whichever is later.
3. Real Property and residence located at 8115 W. Thundermountain Drive, Boise, ID 83709.
4. One-half (1/2) of any net settlement received from Guaranty Title claim/dispute.
5. All checking and savings accounts in Rita's sole name and/or possession.
6. Rita's Mercury Sable.
7. Rita's PERSI Retirement Account.
8. Rita's Capital Educators Retirement Account.
9. Rita's Horace Mann annuity
10. Rita's Social Security Account/Benefits.
11. Any and all other Retirement Accounts in Rita's name and/or possession.
12. Rita's clothing, personal effects and all jewelry now in her possession.

EXHIBIT "B"

PROPERTY TO BE AWARDED TO TED

- 1. One-half (1/2) of any settlement received from Guaranty Title claim/dispute.**
- 2. 2000 Northstar Mobile Home.**
- 3. Cattle.**
- 4. Horses.**
- 5. Equipment.**
- 6. BLM Permit.**
- 7. State Leases.**
- 8. Mountain Home Ranch Supplies.**
- 9. Consistent with the terms of Paragraph 6.2 of the Property Settlement Agreement, on or about March 1, 2007, when Ted refinances the operating and term loans associated with the Mountain Home Ranch, Rita shall remove her name from Washington Mutual Joint Checking Account and Ted shall receive said asset.**
- 10. The Washington Mutual Account in Ted's Name Only.**
- 11. The Future Payment Fund at NW Farm Credit Services.**
- 12. Ted's Social Security Retirement Account/Benefits.**
- 13. Ted's clothing, personal effects and all jewelry now in his possession.**

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)

A

RECEIVED

JUL 30 2018

WATER RESOURCES
WESTERN REGION

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 J. Tindall
Jessie Tindall

STATE OF Idaho, County of Elmore, ss.

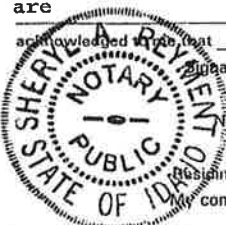
On this 3rd day of January
in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Chester J. Tindall, Jessie Tindall

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
(type or print)

Residing at: Mountain Home
My commission expires: 12/27/05





MAKE CHECKS PAYABLE TO:
Elmore County Tax Collector
Amber Sloan (208)587-2138 #501
150 S. 4th East Suite 4
Mtn. Home, ID 83647-3000
Address Service Requested

ELMORE COUNTY 2017 PROPERTY TAX STATEMENT

PARCEL NUMBER: RP02S06E234810A **ASSESSED VALUE:** 345
BILL NUMBER: 16005 **LAND** 345
CODE AREA: 3-0000 **TOT MKT** 345
TOT ACRES: 11.501

PROPERTY ADDRESS:

HOFFMAN THEODORE W JR
600 NE BROKEN CIRCLE DR
MTN HOME ID 83647

LEGAL DESCRIPTION:
S2NE4SW4 WEST CENTER OF CANYON
CREEK SEC 23
T2S R6E

NOW ACCEPTING E-CHECKS \$1.00 FEE
CREDIT/DEBIT CARDS ACCEPTED - 2.50% FEE
ONLINE PAYMENTS ACCEPTED AT
WWW.ELMORECOUNTY.ORG

TAXING DISTRICT	RATE	AMOUNT
COUNTY	.004782304	1.64
SCHOOL #193		
#193-SUPP	.002299854	0.78
#193-TORT	.000016364	
#193-PLNT FCLTY	.000851798	0.28
MTN HOME HWY	.000937516	0.32
MTN HOME FIRE	.000855898	0.30
HOSPITAL DIST	.000796728	0.26
AMBULANCE DIST	.000341732	0.12
PEST ABATEMENT	.000097165	0.02
AMOUNT DUE	.010979359	3.72

DELINQUENT TAX YEARS - please call for amount due
NONE

First Half Tax Due December 20, 2017 1.86
Second Half Tax Due June 20, 2018 1.86
Total Tax Due: 3.72

★★★**IMPORTANT**★★★
PLEASE READ BOTH FRONT AND BACK
★★★**MONTHLY PAYMENTS ARE ACCEPTED**★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

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)

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.

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)





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

September 11, 2018

THEODORE W HOFFMAN
600 NE BROKEN CIRCLE DR
MOUNTAIN HOME ID 83647-5283

Re: Change in Ownership for Water Right No(s): 61-11855

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) 334-2190.

Sincerely,

Anna Kaiser
Office Specialist II

Enclosure(s)

State of Idaho Department of Water Resources

Western Region 2735 Airport Way, Boise, ID 83705 – 5082

Theodore W Hoffman, Jr.

600 NE Broken Circle Drive, Mountain Home, ID 83647

RECEIVED

JUL 30 2018

WATER RESOURCES
WESTERN REGION

July 18th 2018

Hello,

I am writing in response to your letter of July 3 2018 regarding the ownership change for water right BLM grazing agreement between Chester Tindall and the BLM. That agreement established the BLM Mud Springs grazing permit and Chester Tindall's ownership of that permit.

To that purpose I have enclosed 4 documents.

Attachment A is the warranty deed from Chester Tindall to me and my wife Rita Hoffman on January 3, 2000 detailing the property which he sold to us.

Attachment B is the first page of a June 12, 2000 decision by the manager of the Four Rivers BLM field office where in paragraph one the manager refers to the January 2000 sale of Mr. Tindall's base property to me. The additional 19 pages of this document detail the manager's response to protests of the transfer of this permit to me by the Committee for Idaho's High Desert and are not relevant to the issue at hand.

Attachment C is the decree of divorce for me and my wife Rita Hoffman. Attachment D is the quit claim deed provided to me by Rita Hoffman on March 3, 2010. This document shows that almost all of the property we purchased from Chester Tindall is now deeded to me. The document also states that the grazing permit in the Mud Springs allotment and all appurtenant water rights are deeded to me. Thus the property described as being deeded to me is now considered the base property for the Mud Springs BLM permit.

Attachment D also describes that Rita Hoffman deeded to me complete interest in the 12 acres to the west of the center of Canyon Creek in the 20 acre parcel S1/2NE1/4SW1/4 Sec 23 T2S R6E Boise Meridian. That property is the location of the water source for water right number 61 – 11855.

If you have any further questions or concerns on this issue please feel free to call me at 208-590-2003 or email at brokenoco@gmail.com.

Thank you,



Theodore W. Hoffman Jr.



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

July 3, 2018

GARY SPACKMAN

Director

THEODORE W HOFFMAN JR
600 NE BROKEN CIRCLE DR
MOUNTAIN HOME ID 83647

RE: Ownership Change for Water Right No. 61-11855

Dear Mr. Hoffman:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership for water right 61-11855. However, the Department needs additional information to verify ownership before it can process the notice.

Ownership of a water right is normally conveyed as an appurtenance to the land when the place of use (POU) is conveyed. In this case, ownership of the POU for the water right is not changing and is still owned in part by the State of Idaho, Bureau of Reclamation, and Bureau of Land Management (BLM). However, these entities have no ownership in the water right because the Snake River Basin Adjudication (SRBA) Court decreed ownership of the water right to the individual that held the grazing permit on that land (Chester J. Tindall). As a result, a change in ownership of this water right occurred in a way other than sale of the POU.

The most likely way ownership of this water right was conveyed to you is by you purchasing the "base property" for the grazing allotment associated with this water right when it was decreed by the SRBA. Alternatively, Mr. Tindall could have conveyed the water right separately via a quitclaim deed or warranty deed.

The Department cannot process the Notice of Change in Water Right Ownership without documentation demonstrating you either own the base property for the "1983 Bureau of Land Management Grazing Agreement" between Chester J. Tindall and BLM, or that you have documentation that Mr. Tindall conveyed the water right separately to you.

Please provide a copy of the above referenced document or something similar, e.g. a quitclaim deed conveying the use of this land from Chester J. Tindall to you. The Department will return your notice and attachments and issue a refund if we do not hear from you within 30 days of the date of this letter.

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

Sincerely,

Chad Jones

Technical Records Specialist 1

IDWR, Western Regional Office

Enclosures – copy of notice of change in water right ownership for 61-11855

TO IDWR:

Attachment 1 is the quit claim deed from Chester Tindall to Theodore and Rita Hoffman for the property containing the water source for the water right.

Attachment 2 is the divorce decree between Theodore and Rita.

Attachment 3 is the divorce property settlement which is long and confusing.

Attachment 4 is the 2017 Elmore County tax statement for the property containing the water source for the water right and solely addressed to me.

Please contact me at 208-590-2003, brokenoco@gmail.com if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read 'T. W. Hoffman', written in a cursive style.

12/12/17

Theodore W. Hoffman