

RECEIVED

FEB 23 2017

Department of Water Resources
Eastern Region

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-467	Yes ☒	Yes ☐		Yes ☐	Yes ☐
22-468	Yes ☒	Yes ☐	22-57(Split into 22-57 & 22-14260).		Yes ☐
22-57	Yes ☒	Yes ☐	22-466 (Split into 22-466 & 22-14261)		Yes ☐
22-466	Yes ☒	Yes ☐	22-467(Split into 22-467 & 22-14262)		Yes ☐
	Yes ☐	Yes ☐	22-468(Split into 22-468 & 22-14263)		Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: LUCRA INVESTMENTS INC 750 N 150TH E TETONIA ID 83452

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): IMHOFF INVESTMENTS, S CORP

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

1111 MONTANA AVE ST PAUL MN 55108

Mailing address City State ZIP

Telephone 651-894-2708 Email BIGALIMHOFF@GMAIL.COM

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: NOT REQUIRED
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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

- ☒ A copy of the conveyance document (warranty deed, quitclaim deed, court decree, contract of sale, etc.). The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☒ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] VICE PRESIDENT 2/22/17
- Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Treasurer 2/22/17
- Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 2/23/2017 Receipt No. E042772 Receipt Amt. \$500.-

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 [Signature] Approved by [Signature] Processed by [Signature] Date 3/10/2017

Possible \$100 - refund.

SUPPORT DATA

IN FILE # 22-57

ESTOPPEL AFFIDAVIT
(DEED IN LIEU)

STATE OF Utah)
COUNTY OF Salt Lake)ss.

THE UNDERSIGNED, Lance Allred ("Borrower"), after having been first duly sworn, upon his oath, states and affirms the following, to-wit:

1. That on September 8, 2008, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note (the "Note") made payable to the order of Imhoff Investments, Inc., an Idaho corporation (the "Lender"), in the original principal amount of \$254,000.00, together with interest thereon at the rate set forth in said instrument. The Note was duly secured by a deed of trust of even date therewith being recorded on the 9th day of September, 2008 in the Teton County, Idaho Recorder's Office as Instrument No. 1999992 (the "Deed of Trust"), encumbering certain real property in the County of Teton, State of Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

2. That Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

3. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed (the "Deed") of even date herewith, which conveyed the Property to the Lender.

4. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said real property, together with any improvements thereon and appurtenances thereunto belonging and appertaining, subject only to the lien for the general real estate taxes for the year 2011 and thereafter, and the exceptions as specified Exhibit B attached hereto and incorporated by reference herein, with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.

5. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants not to sue Borrower for principal or interest due on the Note.

6. That the Deed was given voluntarily by Borrower, in good faith on the

part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower; and was not given as a preference against any other creditors of Borrower.

7. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of its right, title and interest of every character and nature in and to the Property and improvements thereon. It is not the intent of Borrower that the conveyance of the Property to the Lender cause a merger of the Lender's interest in the Deed of Trust and the Lender's interest in title to the Property.

8. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.

9. That notwithstanding that Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating nor anticipating the same.

10. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon by the Lender and First American Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.

11. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or the undersigned, to re-acquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.

12. That the undersigned, upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

13. That it is expressly understood and agreed that the above and foregoing provisions shall be supplemental to the Deed and shall not merge therein.

Dated this 16 day of May, 2011.

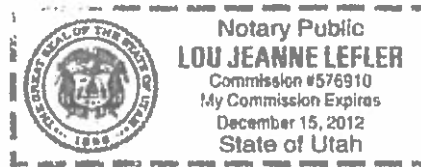
BORROWER:

Lance Allred

State of Utah)
County of Salt Lake)ss.

The foregoing was subscribed and sworn to before me this 16 day of May, 2011.

Lou Jeanne Lefler
Notary Public
Residing at: Salt Lake County, Utah
My Commission Expires: 12/15/12



First American Title Company

AFTER RECORDING MAIL TO:

Lance Allred
2641 Stringham Ave. Apt. C109
Salt Lake City, UT 84109

199991 SEP 9 '08 PM 2:43

Instrument # 199991

TETON COUNTY, IDAHO

9-9-2008 02:43:00 No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE

MARY LOU HANSEN Fee: 9.00

Ex-Officio Recorder Deputy

Index to DEED CORPORATION WARRANTY

Copied

CORPORATE WARRANTY DEED

File No.: 268169-T (tm)

Date: September 02, 2008

For Value Received, **Imhoff Investments, Inc., an Idaho corporation**, a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto **Lance Allred, a single person**, Grantee, whose address is **2641 Stringham Ave. Apt. C109, Salt Lake City, UT 84109**, the following described real estate, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO current years taxes, irrigation district assessments, public utility easements, subdivision and U.S. patent reservations.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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, and that Grantor will warrant and defend the same from all claims whatsoever.

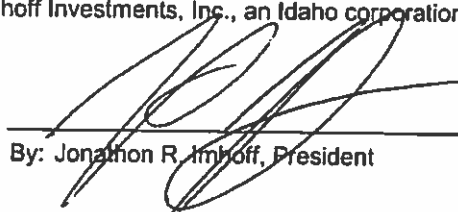
IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its president this 8th day of September, 2008.

APN:

Warranty Deed
- continued

File No.: 268169-T (tm)
Date: 09/02/2008

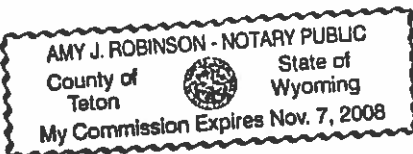
Imhoff Investments, Inc., an Idaho corporation


By: Jonathon R. Imhoff, President

STATE OF Wyoming)
COUNTY OF Teton)
SS.

On this 8th day of September, 2008, before me, a Notary Public in and for said State, personally appeared **Jonathon R. Imhoff**, known or identified to me to be the **President** of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



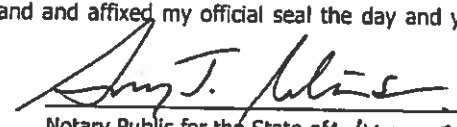

Notary Public for the State of Wyoming
Residing at: Teton County
My Commission Expires: 11-7-08

EXHIBIT A

Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho

Section 24: E1/2NW1/4SE1/4

Also known as Parcel 1 on Record of Survey Land Splits and Ag Exempt Breakoff's Recorded October 3, 1996 as Instrument No. 125244.

TOGETHER WITH AND SUBJECT TO a 60-foot wide road and utility easement with the centerline being described as:

North 30-feet from the Southeast corner of NW1/4SE1/4, of Section 24, Township 6 North, Range 44 East, B.M., Teton County, Idaho:

Thence S 89°58'07"W, 2611.80 feet;

Thence N 00°02'42"E, 1322.45 feet;

Thence N 00°02'42"E, 691.22 feet;

Thence S 89°56'14"E, 826.73 feet to the West Property Line of Parcel 8, as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

ALSO a 60-foot wide road and utility easement with the centerline being described as:

North 30-feet from the Southwest Corner of the SE1/4 NW1/4 of said Section 24, and running Thence S 89°58'08"E, 826.73 feet to the West property line of Parcel 7 as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

TOGETHER WITH A COMMUNITY RIGHT-OF-WAY DESCRIBED AS:

Beginning at a point 1940 feet North of the Southeast Corner of Said Section 24 and running Thence in a Southwesterly direction at a bout 60 Degrees, a distance of 1850 feet, more or less to the west line of the southeast quarter of the Southeast Quarter; Thence North 1 Rod; Thence in a Northeasterly direction at about 60 Degrees, 1850 feet more or less, to the East line of said Section 24; Thence South 1 Rod to the Point of Beginning.

ALSO TOGETHER WITH AN EASEMENT RIGHT-OF-WAY DESCRIBED AS:

Beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 24, Township 6 North, Range 44 East, Boise Meridian, and running thence North 16 feet; Thence East 20 feet, more or less, to the North line of Existing Farm-To-Market right-of-way; Thence Southwesterly along said Right-of-Way to the west line of the Southeast quarter of the Southeast Quarter of said Section 24; Thence North to the point of beginning.

160905-T

RECEIVED

FEB 14 2007

TETON CO., ID
CLERK RECORDERRECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

185049

Paul E. D'Amours
Hess Carlman & D'Amours, LLC
PO Box 449
Jackson, WY 83001

Instrument # 185049

DRIGGS, TETON, IDAHO

2007-02-14

03:50:38 No. of Pages: 4

Recorded for: FIRST AMERICAN TITLE CO

MARY LOU HANSEN

Fee: 2.00

Ex-Officio Recorder Deputy

Index to DEED WARRANTY

(Space Above For Recorder's Use)

WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Alfred Imhoff and Susan Imhoff, husband and wife, and Jonathan Imhoff, a single man, ("Grantor"), conveys, grants and warrants to Imhoff Investments, Inc., an Idaho Corporation, ("Grantee"), whose address is 1111 Montana Ave. West, St. Paul, MN 55108 and its successors and assigns forever, the following described real property:

See Legal Description attached hereto as Exhibit A.

SUBJECT TO taxes and assessments for the current and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 24 day of January, 2007.

Alfred Imhoff

WARRANTY DEED - 1

185049

Susan Imhoff
Susan Imhoff

[Signature]
Jonathan Imhoff

STATE OF WYOMING)
County of TETON) ss.

On this 24th day of JANUARY, 2007, before me a Notary Public, personally appeared Alfred Imhoff, known or identified to me to be the person whose name is 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.



[Signature]
Notary Public
Residing at Teton County WY
My Commission Expires 10/14/09

STATE OF Minnesota)
County of Ramsey) ss.

On this 31st day of January, 2007, before me a Notary Public, personally appeared Susan Imhoff, known or identified to me to be the person whose name is 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.

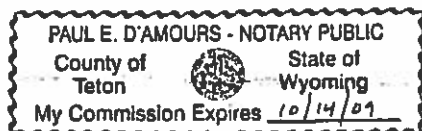


[Signature]
Notary Public
Residing at Wells Fargo Bank 2440 N. Fairview Ave. Roseville, MN
My Commission Expires JAN 31, 2011 55103

STATE OF WYOMING)
) ss.
County of TETON)

On this 24th day of JANUARY, 2007, before me, a notary public in and for said state, personally appeared Jonathan Imhoff, 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
Residing at Teton County, WY
My Commission Expires 10/14/09

185049

EXHIBIT A

Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho

Section 24: E1/2NW1/4SE1/4

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Thence S 89°58'07"W, 2611.80 feet;

Thence N 00°02'42"E, 1322.45 feet;

Thence S 89°56'14"E, 826.73 feet to the West Property Line of Parcel 8, as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

ALSO a 60-foot wide road and utility easement with the centerline being described as:
North 30-feet from the Southwest Corner of the SE1/4 NW1/4 of said Section 24, and running Thence S 89°58'08"E, 826.73 feet to the West property line of Parcel 7 as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

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ALSO TOGETHER WITH AN EASEMENT RIGHT-OF-WAY DESCRIBED AS:

Beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 24, Township 6 North, Range 44 East, Boise Meridian, and running thence North 16 feet; Thence East 20 feet, more or less, to the North line of Existing Farm-To-Market right-of-way; Thence Southwesterly along said Right-of-Way to the west line of the Southeast quarter of the Southeast Quarter of said Section 24; Thence North to the point of beginning.

185049

First American Title

177472

AFTER RECORDING MAIL TO:

Alfred Imhoff and Susan Imhoff
1111 Montana Ave West
St. Paul, MN 55108

Instrument # 177472

DRIGGS, TETON, IDAHO

2006-06-02 02:41:49 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 9.00

Ex-Officio Recorder Deputy

Index to, DEED, WARRANTY

CORPORATE WARRANTY DEED

File No.: 160905-T (Im)

Date: May 25, 2006

For Value Received, **Lucra Investments, Inc., a Louisiana Corporation**, a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto **Alfred Imhoff and Susan Imhoff, husband and wife and Jonathan Imhoff, a single man**, Grantee, whose address is **1111 Montana Ave West, St. Paul, MN 55108**, the following described real estate, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO current years taxes, irrigation district assessments, public utility easements, subdivision and U.S. patent reservations.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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, and that Grantor will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Agent this 30 day of May, 2006.

177472

APN:

Warranty Deed
- continued

File No.: 160905-T (lm)
Date: 05/25/2006

Lucra Investments, Inc., a Louisiana
Corporation

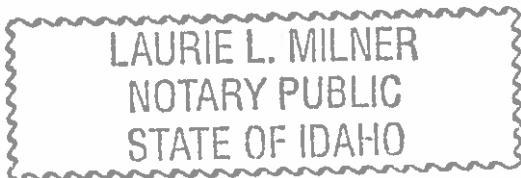


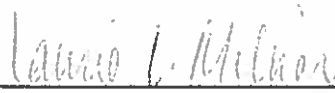
By: Angela E. Borer, Agent

STATE OF Idaho)
SS.
COUNTY OF Teton)

On this 30 day of May, 2006, before me, a Notary Public in and for said State, personally appeared **Angela E. Borer**, known or identified to me to be the **Agent** of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 the State of Idaho
Residing at: Teton
My Commission Expires: 8/19/2011

177472

Exhibit "A"

Real property in the County of Teton, State of Idaho, described as follows:

Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho

Section 24: E1/2NW1/4SE1/4

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Thence N 00°02'42"E, 1322.45 feet;

Thence N 00°02'42"E, 691.22 feet;

Thence S 89°56'14"E, 826.73 feet to the West Property Line of Parcel 8, as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

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North 30-feet from the Southwest Corner of the SE1/4 NW1/4 of said Section 24, and running Thence S 89°58'08"E, 826.73 feet to the West property line of Parcel 7 as the same appears on the Record of Survey recorded October 3, 1996 as Instrument No. 125244.

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Beginning at a point 1940 feet North of the Southeast Corner of Said Section 24 and running Thence in a Southwesterly direction at a bout 60 Degrees, a distance of 1850 feet, more or less to the west line of the southeast quarter of the Southeast Quarter; Thence North 1 Rod; Thence in a Northeasterly direction at about 60 Degrees, 1850 feet more or less, to the East line of said Section 24; Thence South 1 Rod to the Point of Beginning.

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State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 10, 2017

Imhoff Investments
1111 Montana Ave W
St Paul MN 55108

RE: Change of Ownership for Water Rights 22-57(Split into 22-57 & 22-14260), 22-466 (Split into 22-466 & 22-14261), 22-467(Split into 22-467 & 22-14262) & 22-468(Split into 22-468 & 22-14263)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Robert Wilson
Sharman Wilson
Water District 01

Barg, Jonie

From: Barg, Jonie
Sent: Monday, March 06, 2017 4:02 PM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E042772.pdf

Rhea,

Good afternoon!!

I have a refund request as follows:

Receipt number: E042772
Amount: \$100.00
Payable to: Susan Imhoff
1111 Montana Ave W
St Paul MN 55108

Reason: Total filing fee received \$500.00 for an ownership change for 4 water rights. The filing fee for 4 split water rights is \$400.00, therefore the applicant is entitled to a \$100.00 refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov