

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPT OF WATER RESOURCES
SOUTHERN 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. 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?
1-7101 <i>OK</i>	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: Sandy Kay Duffee / Marvin D Duffee

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Shining Star Investments & Paul Ensinger Tammy Ensinger

New owner(s) as listed on the conveyance document

Name connector

☒ and ☐ or ☐ and/or385 Willow Ridge CircleCentervilleUT84017

Mailing address

City

State

ZIP

801-597-0431

Telephone

sfgarner8@msn.com

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: May 1st 2014

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. Signatures: Paul Garner Suzanne Garner President Vice President 9/23/15

Signature of new owner/claimant

Title, if applicable

Date

Signature: Paul Garner 9/23/15

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by DMDate 12-14-2015Receipt No. 5035149Receipt Amt. \$25-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

Approved by JBProcessed by JBDate 2/19/2016

WARRANTY DEED

CASSIA COUNTY
Recorded for:
LAND TITLE AND ESCROW #50728
1:14:51 pm 05-02-2014
2014-001840
No. Pages: 2 Fee: \$13.00
JOSEPH W. LARSEN
County Clerk
Deputy: TPOLLARD

For Value Received

SANDRA KAY DURFEE, an unmarried woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

SHINING STAR INVESTMENTS, LLC, a Utah Limited Liability Company, an undivided ½ interest; and PAUL ENSIGN and TAMMY ENSIGN, husband and wife, an undivided ½ interest.

Address: 385 Willow Ridge Circle, Centerville, UT 84014

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

Lot 15 and the East half of Lot 16 in Block 1 of the Star Park Subdivision, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County, located in a portion of Section 21, Township 10 South, Range 22 East of the Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2014, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Burley.

Restrictive Covenants for Star Park Subdivision, dated June 30, 1961 and recorded June 30, 1961 as Instrument No. 2366 on Film No. 7, records of Cassia County, Idaho.

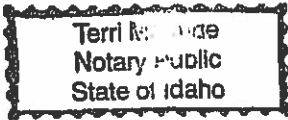
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 1, 2014

Sandra Kay Durfee
SANDRA KAY DURFEE

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 1st day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sandra Kay Durfee, 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.



Terri L. Durfee
Notary Public
Residing at: Rupert
My Commission expires: 2-5-20

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. 50728

Date: May 1, 2014

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Real Estate Purchase and Sale Agreement dated November 12, 2013, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these Instructions shall conflict, the terms of these instructions shall control.

PROPERTY: 428 West 90 North, Burley, ID 83318

BUYER: SHINING STAR INVESTMENTS, LLC, a Utah Limited Liability Company, an undivided ½ interest; and PAUL ENSIGN and TAMMY ENSIGN, husband and wife, an undivided ½ interest.

SELLER: SANDRA KAY DURFEE, an unmarried woman

TERMS: Sale Price \$275,000.00

Payable as follows:

Earnest Money Deposit: \$5,000.00 held by
New Loan \$ from
Purchase Money Deed of Trust \$ from
Cash Required at Closing \$270,000.00 plus closing costs

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: May 2, 2014 CLOSING DATE: May 1, 2014 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 2014 shall be prorated on the basis of 2013 tax assessed in the amount of \$752.76. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

N/A Attorney's Fees	S Title Insurance, Owners Policy
S Closing Fee	N/A Title Insurance, Loan Policy
N/A Assumption Fee	N/A Initial Escrow Fee
N/A Escrow Collection Fee	

TITLE INSURANCE: Insurer Westcor Land Title Insurance Company Order No. 50728
S (X) Standard () Extended coverage owners policy Amt. \$ 275,000.00
N/A () Standard () Extended coverage loan policy Amt. \$

HAZARD INSURANCE:

_ Assume Existing X Obtain New _ None Required

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to the General Exceptions on Schedule B-Section I and Special Exceptions No's 1-6,9-13 as set out in their commitment dated November 7, 2013, and any documents recorded in

connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties thereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ,
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel,
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent,
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable,
- 6) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin Water system). The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims,
- 7) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
- 8) Idaho Code 55-2501, et seq. is known as the "Idaho Property Condition Disclosure Act" and this transaction may be affected by the Act. Land Title and Escrow, Inc. has advised you to seek separate advise regarding the law and Land Title and Escrow, Inc. has not given you any advise about the law that is not contained in these Closing Instructions. With the execution of these Closing Instructions you are certifying that compliance with the law, if applicable, has been accomplished outside of closing.
- 9) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

SHINING STAR INVESTMENTS, LLC

BY:

SCOTT F. GARNER

BY:

SYDNEY B. GARNER

PAUL ENSIGN

TAMMY ENSIGN

Mailing Address:

LAND TITLE AND ESCROW, INC.

BY:

SELLER:

Sandra Kay Durfee
SANDRA KAY DURFEE

Mailing Address:

50728
Burley

April 30, 2014

SHINING STAR INVESTMENTS, LLC and
PAUL & TAMMY ENSIGN
385 Willow Ridge Circle
Centerville, UT 84014

Re: Purchase of Sandra Kay Durfee property

Dear SHINING STAR INVESTMENTS COMPANY, LLC & PAUL ENSIGN AND TAMMY ENSIGN :

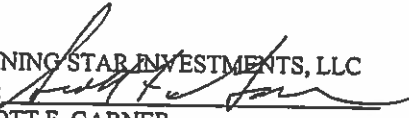
During the tax year 2006 and each year thereafter, an annual adjustment of fifty percent (50%) of the market value for assessment purposes of residential improvements (including one acre of land), with a maximum adjustment of \$81,000.00 for 2013 and a maximum adjustment of \$83,920.00 for 2014, shall be subject to an exemption from property taxation. This is according to Idaho State Code 63-602G. PROPERTY EXEMPT FROM TAXATION - HOMESTEAD.

In order to apply for this exemption, you must be an owner-occupant of the property and sign a certificate at the Cassia County Assessor's office. Please contact the Cassia County Assessor's Office IMMEDIATELY for the details concerning the homeowner's exemption.

Very truly yours,
LAND TITLE AND ESCROW, INC.

Terri McBride
Senior Escrow Officer

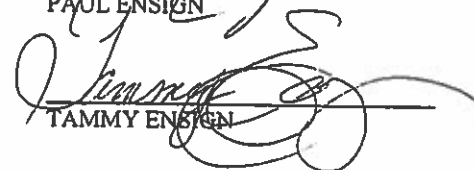
RECEIPT of this letter is hereby acknowledged this ____ day of May, 2014.

SHINING STAR INVESTMENTS, LLC
BY: 
SCOTT F. GARNER

BY: 
SYDNEY B. GARNER

RP 0002001015A


PAUL ENSIGN


TAMMY ENSIGN

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 50728 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (50728.PFD/50728/10)			
D. NAME AND ADDRESS OF BUYER: SHINING STAR INVESTMENTS, LLC a Utah Limited Liability Company PAUL ENSIGN, TAMMY ENSIGN 385 Willow Ridge Circle Centerville, UT 84014		E. NAME AND ADDRESS OF SELLER: SANDRA KAY DURFEE 428 STAR DRIVE BURLEY, ID 83318	
G. PROPERTY LOCATION: 428 West 90 North Burley, ID 83318 Cassia County, Idaho		F. NAME AND ADDRESS OF LENDER: H. SETTLEMENT AGENT: 82-0229956 Land Title and Escrow, Inc. PLACE OF SETTLEMENT 211 West 13th Street Burley, ID 83318	
I. SETTLEMENT DATE: May 1, 2014 Disburse: 05/02/14			
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	275,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)		403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	275,000.00	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/14 to 05/03/14	251.61	511. County Taxes 01/01/14 to 05/03/14	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/ FOR BUYER	5,251.61	520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/ TO BUYER:		600. CASH AT SETTLEMENT TO/ FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)	275,000.00	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/ For Buyer (Line 220)	(5,251.61)	602. Less Reductions Due Seller (Line 520)	
303. CASH (X FROM) (TO) BUYER	269,748.39	603. CASH (X TO) (FROM) SELLER	

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%			
Division of Commission (line 700) as Follows:									
701. \$	to							PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$	to								
703. Commission Paid at Settlement									
704.	to								
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee	1.0000 %	to							
802. Loan Discount	%	to							
803. Appraisal Fee		to							
804. Credit Report		to							
805. Lender's Inspection Fee		to							
806. Mortgage Ins. App. Fee		to							
807. Assumption Fee		to							
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From	to	@ \$	/day	(	days	)	%		
902. Mortgage Insurance Premium for	months to								
903. Hazard Insurance Premium for	1.0 years to								
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance	@ \$	per							
1002. Mortgage Insurance	@ \$	per							
1003. City/Town Taxes	@ \$	per							
1004. County Taxes	@ \$	per							
1005. Assessments	@ \$	per							
1006.	@ \$	per							
1007.	@ \$	per							
1008. Aggregate adjustment	@ \$	per							
1100. TITLE CHARGES									
1101. Closing Fee	to	Land Title and Escrow, Inc.							
1102. Overnight Express	to								
1103. Initial Escrow Fee	to								
1104. Title Insurance Binder	to								
1105. Document Preparation	to								
1106. Notary Fees	to								
1107. Attorney's Fees	to								
(Includes above item numbers:)									
1108. Title Insurance	to	Land Title and Escrow, Inc.							
(Includes above item numbers:)									
1109. Lender's Coverage	\$								
1110. Owner's Coverage	\$	275,000.00			1,130.00	Standard			
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$	13.00; Mortgage \$	:	Releases \$						
1202. City/County Tax/Stamp: Deed		:	Mortgage						
1203. State Tax/Stamp: Deed		:	Mortgage						
1204. Record Assignment	Land Title and Escrow, Inc.								
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey	to								
1302. Pest Inspection	to								
1303. 2nd 1/2 2013 Taxes	to	CASSIA COUNTY TREASURER							
1304.									
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								0.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


Land Title and Escrow, Inc.
Settlement Agent

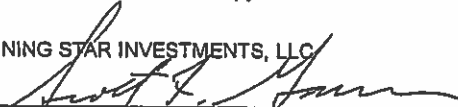
Certified to be a true copy.

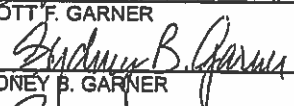
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

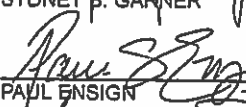
Buyer: SHINING STAR INVESTMENTS, LLC a Utah Limited Liability Company
PAUL ENSIGN husband and TAMMY ENSIGN wife
Seller: SANDRA KAY DURFEE an unmarried woman
Settlement Agent: Land Title and Escrow, Inc.
(208)878-3524
Place of Settlement: 211 West 13th Street
Burley, ID 83318
Settlement Date: May 1, 2014
Disbursement Date: May 2, 2014
Property Location: 428 West 90 North
Burley, ID 83318
Cassia County, Idaho

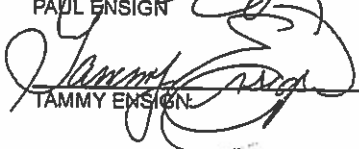
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SHINING STAR INVESTMENTS, LLC

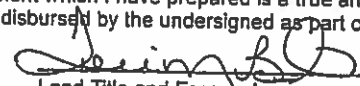
BY: 
SCOTT F. GARNER

BY: 
SYDNEY B. GARNER


PAUL ENSIGN


TAMMY ENSIGN

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Land Title and Escrow, Inc.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.