

RECEIVED

APR 27 2015

DEPARTMENT OF
WATER RESOURCES

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?
63-32839	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-21696	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-33078	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: R Jerrell Glenn and Carol L Glenn
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Scott Garrigus
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2845 S. Avondale Ave Nampa ID 83686-1410
Mailing address City State ZIP
- 208 577 8502 scottgarry@aol.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 4-24-15
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: Scott Garrigus Owner 4-23-15
Signature of new owner/claimant Title, if applicable Date

Signature: Carol L Glenn Owner 4-23-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Stange Date 4-27-2015 Receipt No. C100 357 Receipt Amt. 75.00

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 _____ Processed by Jmk Date 9-30-15

SUPPLEMENTAL ESCROW INSTRUCTIONS

Order No. 1082894-nb1
Buyer/Borrower: Scott Garrigus and Clarrissa Garrigus
Seller: R Jerrell Glenn and Carol L Glenn
Beneficiary: John E Hofferd Family Trust
Property Address: 000 Boise River Rd
Parma, ID 83660

The instructions to Fidelity National Title Company as contained in the above numbered escrow are hereby supplemented as follows.

In the event of a conflict between these supplemental Escrow Instructions and the instructions contained in the original Escrow named hereinabove, the instructions contained herein shall prevail.

1. It is hereby acknowledged by the parties hereto, that the Loan and Property Use Agreement, Mortgage Security Agreement and Fixture Filing, executed and/or approved herewith, were prepared outside of this escrow for use in this transaction. Signatures of the parties hereunder shall be deemed to be their full acceptance and understanding of all of the terms and conditions contained therein, and Escrow Holder is instructed to close this transaction utilizing said documents without liability for same.
2. Regarding the transfer of waters rights to the Idaho Dept of Water Resources (IDWR): The transfer forms from IDWR completed and/or executed through this transaction will be delivered to the IDWR by Fidelity National Title. However, Fidelity National Title has no responsibility or liability as to the completion of the transfer of permits and/or pending permits. Fidelity National Title is held harmless for any loss or claim of loss resulting from the issues that may surface at closing and/or post closing as to the appropriate transfer and ownership of any IDWR water rights.

Date: _____

BUYERS

Scott Garrigus

Clarrissa Garrigus

SELLERS

R Jerrell Glenn

Carol L Glenn

BENEFICIARY

John E Hofferd Family Trust

John E Hofferd, Trustee

PROPERTY ADDRESS _____

ID#: _____

31. COUNTERPARTS This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two or more original copies of the same agreement. Each original copy of an agreement signed in counterparts is deemed to be an original, and all original copies signed together constitute one and the same agreement.

32. "NOT APPLICABLE" DEFINED The letters "N/A", "n/a", and "NA" as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

33. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34. REPRESENTATION CONFIRMATION (Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship (s) with the BUYER(S) and SELLER(S):

Section 1

- ☐ A The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2

- ☐ A The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☒ D The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S). *ELL RJA 4-23-15*

Seller(s) hereby certifies that the information contained in this representation is true and correct to the best of his/her knowledge. In reliance upon the information provided by the Seller(s), the Brokerage(s) has/has not accepted or agreed to act as a broker/agent for the Buyer(s) in this transaction. Each party warrants that the Brokerage(s)'s agency status policy was made available to the Buyer(s) and Seller(s) prior to the execution of this Agreement. The Brokerage(s) is not represented by a Brokerage(s) and is not a Broker/Agent for the Buyer(s) or Seller(s).

35. CLOSING On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than: Date: _____

The parties agree that the CLOSING AGENCY for this transaction shall be: _____

located at: _____

and upon review, review, and/or analysis, then the parties agree to the following: _____

36. POSSESSION At the time of closing, possession of the property shall be turned over to the Buyer(s) on the date of closing.

37. PRORATIONS Property taxes and water assessments during the last available assessment year shall be prorated between the Buyer(s) and Seller(s) based on the number of days in the year. The prorations shall be based on the number of days in the year. The prorations shall be based on the number of days in the year.

BUYER to reimburse SELLER for tax in bank ☐ Yes ☐ No (Not Applicable if left blank) Dollar amount may be determined by SELLER's supplier.

38. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☐ may not be sold, transferred, or otherwise assigned.

39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT

41. AUTHORITY OF SIGNATORY The signatory of the Agreement shall be the person(s) who is/are authorized to execute the Agreement on behalf of the Buyer(s) and Seller(s).

42. ACCEPTANCE This offer is made subject to the acceptance of the Buyer(s) and Seller(s) on the date of closing. Date: _____ at _____, _____, _____.

BUYER'S Initials *ELL RJA* Date *3/12/15*

SELLER'S Initials *ELL RJA* Date *3/12/15*

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Order No.: 1082894-nb1

RECEIVED

AUG 03 2015

DEPARTMENT OF
WATER RESOURCES

2015-014589

RECORDED

04/24/2015 12:33 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=7 BJBROWN

\$28.00

TYPE: DEED

FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

R Jerrell Glenn and Carol L Glenn, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Scott Garrigus and Clarrissa Garrigus, husband and wife

GRANTEES(s), whose current address is: **2845 S Avondale, Nampa, ID 83686**
the following described real property in Canyon County, State of Idaho, more particularly
described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said 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.

Effective this 24 day of April, 2015

R Jerrell Glenn

Carol L Glenn

State of Idaho

County of Ada

On this 23rd day of April, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared R Jerrell Glenn and Carol L Glenn known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Nancilee Boslau
Notary Public Name: _____

Residing at _____

My Commission Expires: _____

Residing in Meridian, Idaho
My Commission expires: 11-12-2016

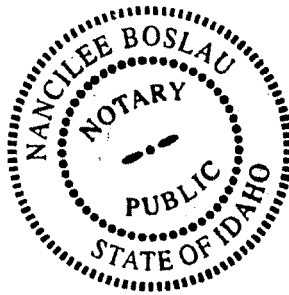


EXHIBIT "A"

Parcel 1:

Portions of Government Lots 1 and 2, accretion Ground adjacent to said Lots and over portions of the Northeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the Southeast corner of said Section 36; thence
Along the East line of said Section North 01°02'28" East, 1,313.96 feet to the South 1/16 corner being the POINT OF BEGINNING; thence
Along the South line of said Northeast quarter of the Southeast quarter North 89°19'31" West, 1,295.62 feet to the East right-of-way line of Boise River Road; thence
Along said right-of-way line North 00°59'00" East, 904.41 feet; thence
Leaving said East right-of-way line South 89°01'02" East, 270.23 feet; thence
North 00°58'10" East, 295.16 feet; thence
North 89°01'02" West, 270.16 feet; to said East right-of-way line; thence
Along said East right-of-way line North 00°59'00" East, 114.99 feet to the North line of said Northeast quarter of the Southeast quarter; thence
Along said North line South 89°17'51" East, 1,150.50 feet; thence
Leaving said North line North 18°26'56" East 170.80 feet; thence
North 27°24'48" West, 350.12 feet; thence
North 13°40'47" West, 315.59 feet; thence
North 03°17'16" West, 143.05 feet; thence
North 20°42'02" West, 210.88 feet; thence
North 89°08'41" West, 393.66 feet; thence
South 80°17'01" West, 64.48 feet; thence
South 65°00'13" West, 213.74 feet; thence
South 86°03'19" West, 331.69 feet; thence
North 65°25'44" West, 211.89 feet; thence
North 58°03'19" West, 117.69 feet; thence
Along a curve to the right 96.47 feet, said curve having a radius of 125.00 feet, a delta angle of 44°13'00" and a chord bearing and distance of North 35°56'53" West, 94.09 feet; thence
North 13°51'30" West, 109.74 feet; thence
North 13°50'09" West, 370.84 feet; thence
North 87°28'00" West, 762.79 feet to the West line of said Government Lot 2; thence
Along said West line North 00°54'05" East, 557.09 feet; thence
North 77°55'10" East, 76.58 feet; thence
North 71°53'03" East, 134.02 feet; thence
North 75°08'33" East, 164.55 feet; thence
North 76°47'02" East, 219.16 feet; thence
North 68°33'03" East, 203.13 feet; thence
North 50°33'56" East, 111.83 feet; thence
North 81°02'40" East, 209.84 feet; thence
North 81°34'47" East, 176.50 feet; thence
South 78°27'25" East, 186.64 feet; thence
South 52°08'09" East, 47.60 feet; thence
South 41°04'59" East, 31.97 feet to the Southerly line Government Lot 4; thence

Along said Southerly line through the following Courses:

South 32°21'33" West, 88.24 feet; thence

South 19°38'27" East, 262.28 feet; thence

South 49°38'27" East, 229.50 feet; thence

South 36°38'27" East, 327.85 feet; thence

South 65°38'27" East, 524.57 feet; thence

North 58°21'33" East, 123.69 feet; thence

South 74°31'24" East, 94.95 feet; thence

South 66°34'44" East, 58.45 feet; thence

South 66°34'44" East, 27.66 feet to the East line of said Lot 1; thence

Along said East line South 01°02'34" West, 1,606.33 feet to the East quarter corner of said Section 36; thence

South 01°03'46" West, 1,313.94 feet along the East line of said Northeast quarter of the Southeast quarter to the POINT OF BEGINNING.

Parcel 2:

Parcel A:

Parcel A, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of the Southwest 1/4 of the Northeast 1/4 and a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence

Along the South line of said Government Lot 1, North 89°17'51" West, 967.97 feet to the POINT OF BEGINNING, thence

Leaving said South line, North 00°58'58" East, 1066.90 feet, thence

South 65°00'13" West, 124.46 feet, thence

South 86°03'19" West, 331.69 feet, thence

South 01°19'14" West, 986.12 feet to said South line of said Southwest 1/4 of the Northeast 1/4, thence

Along said South line South 89°18'24" East, 93.64 feet to the Southwest corner of said Government Lot, thence

South 89°17'51" East, 354.53 feet along the South line of said Government Lot to the POINT OF BEGINNING.

Parcel B:

Parcel B, as shown on Record of Survey, Instrument No. 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence

Along the south line of said Government Lot 1, North 89°17'51" West, 731.47 feet to the POINT OF BEGINNING, thence

Leaving said South line North 00°58'58" East, 1117.03 feet, thence

North 89°08'41" West, 92.88 feet, thence

South 80°17'01" West, 64.48 feet, thence

South 65°00'13" West, 89.28 feet, thence
South 00°58'58" West, 1066.90 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 236.50 feet along said South line to the POINT OF BEGINNING.

Parcel C:

Parcel C, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the South line of said Government Lot 1, North 89°17'51" West, 497.42 feet to the POINT OF BEGINNING, thence
Leaving said South line North 00°58'58" East, 1116.41 feet, thence
North 89°08'41" West, 234.04 feet, thence
South 00°58'58" West, 1117.03 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 234.05 feet along South line to the POINT OF BEGINNING.

Parcel D:

Parcel D, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the South line of said Government Lot 1, North 89°17'51" West, 146.99 feet to the POINT OF BEGINNING, thence
Leaving said South line, North 18°26'56" East, 170.80 feet, thence
North 27°24'48" West, 350.12 feet, thence
North 13°40'47" West, 315.59 feet, thence
North 03°17'16" West, 143.05 feet, thence
North 20°42'02" West, 210.88 feet, thence
North 89°08'41" West, 66.74 feet, thence
South 00°58'58" West, 1116.41 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 350.43 feet along said South line to the POINT OF BEGINNING.

Parcel 3:

The Northeast quarter of the Southeast quarter in Section 36, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho,

Excepting therefrom any of the property described below which lies in the said Northeast Quarter of the Southeast quarter:

Portions of Government Lots 1 and 2, accretion Ground adjacent to said Lots and over portions of the Northeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 36, Township 5 North, Range 5 West, Boise Meridian,

Canyon County, Idaho being more particularly described as follows:

Commencing at the Southeast corner of said Section 36; thence
 Along the East line of said Section North 01°02'28" East, 1,313.96 feet to the South 1/16
 corner being the POINT OF BEGINNING; thence
 Along the South line of said Northeast quarter of the Southeast quarter North 89°19'31"
 West, 1,295.62 feet to the East right-of-way line of Boise River Road; thence
 Along said right-of-way line North 00°59'00" East, 904.41 feet; thence
 Leaving said East right-of-way line South 89°01'02" East, 270.23 feet; thence
 North 00°58'10" East, 295.16 feet; thence
 North 89°01'02" West, 270.16 feet; to said East right-of-way line; thence
 Along said East right-of-way line North 00°59'00" East, 114.99 feet to the North line of said
 Northeast quarter of the Southeast quarter; thence
 Along said North line South 89°17'51" East, 1,150.50 feet; thence
 Leaving said North line North 18°26'56" East 170.80 feet; thence
 North 27°24'48" West, 350.12 feet; thence
 North 13°40'47" West, 315.59 feet; thence
 North 03°17'16" West, 143.05 feet; thence
 North 20°42'02" West, 210.88 feet; thence
 North 89°08'41" West, 393.66 feet; thence
 South 80°17'01" West, 64.48 feet; thence
 South 65°00'13" West, 213.74 feet; thence
 South 86°03'19" West, 331.69 feet; thence
 North 65°25'44" West, 211.89 feet; thence
 North 58°03'19" West, 117.69 feet; thence
 Along a curve to the right 96.47 feet, said curve having a radius of 125.00 feet, a delta
 angle of 44°13'00" and a chord bearing and distance of North 35°56'53" West, 94.09 feet;
 thence
 North 13°51'30" West, 109.74 feet; thence
 North 13°50'09" West, 370.84 feet; thence
 North 87°28'00" West, 762.79 feet to the West line of said Government Lot 2; thence
 Along said West line North 00°54'05" East, 557.09 feet; thence
 North 77°55'10" East, 76.58 feet; thence
 North 71°53'03" East, 134.02 feet; thence
 North 75°08'33" East, 164.55 feet; thence
 North 76°47'02" East, 219.16 feet; thence
 North 68°33'03" East, 203.13 feet; thence
 North 50°33'56" East, 111.83 feet; thence
 North 81°02'40" East, 209.84 feet; thence
 North 81°34'47" East, 176.50 feet; thence
 South 78°27'25" East, 186.64 feet; thence
 South 52°08'09" East, 47.60 feet; thence
 South 41°04'59" East, 31.97 feet to the Southerly line Government Lot 4; thence
 Along said Southerly line through the following Courses:
 South 32°21'33" West, 88.24 feet; thence
 South 19°38'27" East, 262.28 feet; thence
 South 49°38'27" East, 229.50 feet; thence
 South 36°38'27" East, 327.85 feet; thence
 South 65°38'27" East, 524.57 feet; thence
 North 58°21'33" East, 123.69 feet; thence
 South 74°31'24" East, 94.95 feet; thence
 South 66°34'44" East, 58.45 feet; thence
 South 66°34'44" East, 27.66 feet to the East line of said Lot 1; thence

Along said East line South 01°02'34" West, 1,606.33 feet to the East quarter corner of said Section 36; thence South 01°03'46" West, 1,313.94 feet along the East line of said Northeast quarter of the Southeast quarter to the POINT OF BEGINNING.

Initials RAH.

Initials ELH

EXHIBIT "A"

Parcel 1:

Portions of Government Lots 1 and 2, accretion Ground adjacent to said Lots and over portions of the Northeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the Southeast corner of said Section 36; thence
Along the East line of said Section North 01°02'28" East, 1,313.96 feet to the South 1/16 corner being the POINT OF BEGINNING; thence
Along the South line of said Northeast quarter of the Southeast quarter North 89°19'31" West, 1,295.62 feet to the East right-of-way line of Boise River Road; thence
Along said right-of-way line North 00°59'00" East, 904.41 feet; thence
Leaving said East right-of-way line South 89°01'02" East, 270.23 feet; thence
North 00°58'10" East, 295.16 feet; thence
North 89°01'02" West, 270.16 feet; to said East right-of-way line; thence
Along said East right-of-way line North 00°59'00" East, 114.99 feet to the North line of said Northeast quarter of the Southeast quarter; thence
Along said North line South 89°17'51" East, 1,150.50 feet; thence
Leaving said North line North 18°26'56" East 170.80 feet; thence
North 27°24'48" West, 350.12 feet; thence
North 13°40'47" West, 315.59 feet; thence
North 03°17'16" West, 143.05 feet; thence
North 20°42'02" West, 210.88 feet; thence
North 89°08'41" West, 393.66 feet; thence
South 80°17'01" West, 64.48 feet; thence
South 65°00'13" West, 213.74 feet; thence
South 86°03'19" West, 331.69 feet; thence
North 65°25'44" West, 211.89 feet; thence
North 58°03'19" West, 117.69 feet; thence
Along a curve to the right 96.47 feet, said curve having a radius of 125.00 feet, a delta angle of 44°13'00" and a chord bearing and distance of North 35°56'53" West, 94.09 feet; thence
North 13°51'30" West, 109.74 feet; thence
North 13°50'09" West, 370.84 feet; thence
North 87°28'00" West, 762.79 feet to the West line of said Government Lot 2; thence
Along said West line North 00°54'05" East, 557.09 feet; thence
North 77°55'10" East, 76.58 feet; thence
North 71°53'03" East, 134.02 feet; thence
North 75°08'33" East, 164.55 feet; thence
North 76°47'02" East, 219.16 feet; thence
North 68°33'03" East, 203.13 feet; thence
North 50°33'56" East, 111.83 feet; thence
North 81°02'40" East, 209.84 feet; thence
North 81°34'47" East, 176.50 feet; thence
South 78°27'25" East, 186.64 feet; thence
South 52°08'09" East, 47.60 feet; thence
South 41°04'59" East, 31.97 feet to the Southerly line Government Lot 4; thence
Along said Southerly line through the following Courses:
South 32°21'33" West, 88.24 feet; thence

South 19°38'27" East, 262.28 feet; thence
South 49°38'27" East, 229.50 feet; thence
South 36°38'27" East, 327.85 feet; thence
South 65°38'27" East, 524.57 feet; thence
North 58°21'33" East, 123.69 feet; thence
South 74°31'24" East, 94.95 feet; thence
South 66°34'44" East, 58.45 feet; thence
South 66°34'44" East, 27.66 feet to the East line of said Lot 1; thence
Along said East line South 01°02'34" West, 1,606.33 feet to the East quarter corner of said
Section 36; thence
South 01°03'46" West, 1,313.94 feet along the East line of said Northeast quarter of the
Southeast quarter to the POINT OF BEGINNING.

Parcel 2:

Parcel A:

Parcel A, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of the Southwest 1/4 of the Northeast 1/4 and a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the South line of said Government Lot 1, North 89°17'51" West, 967.97 feet to the
POINT OF BEGINNING, thence
Leaving said South line, North 00°58'58" East, 1066.90 feet, thence
South 65°00'13" West, 124.46 feet, thence
South 86°03'19" West, 331.69 feet, thence
South 01°19'14" West, 986.12 feet to said South line of said Southwest 1/4 of the Northeast 1/4, thence
Along said South line South 89°18'24" East, 93.64 feet to the Southwest corner of said
Government Lot, thence
South 89°17'51" East, 354.53 feet along the South line of said Government Lot to the POINT
OF BEGINNING.

Parcel B:

Parcel B, as shown on Record of Survey, Instrument No. 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the south line of said Government Lot 1, North 89°17'51" West, 731.47 feet to the
POINT OF BEGINNING, thence
Leaving said South line North 00°58'58" East, 1117.03 feet, thence
North 89°08'41" West, 92.88 feet, thence
South 80°17'01" West, 64.48 feet, thence
South 65°00'13" West, 89.28 feet, thence
South 00°58'58" West, 1066.90 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 236.50 feet along said South line to the POINT OF BEGINNING.

Parcel C:

Parcel C, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the South line of said Government Lot 1, North 89°17'51" West, 497.42 feet to the
POINT OF BEGINNING, thence
Leaving said South line North 00°58'58" East, 1116.41 feet, thence
North 89°08'41" West, 234.04 feet, thence
South 00°58'58" West, 1117.03 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 234.05 feet along South line to the POINT OF BEGINNING.

Parcel D:

Parcel D, as shown on Record of Survey, Instrument Number 200579796, Records of Canyon County, Idaho, said Parcel being situated in a portion of Government Lot 1 of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho is more particularly described as follows:

Commencing at the East quarter corner of said Section 36, thence
Along the South line of said Government Lot 1, North 89°17'51" West, 146.99 feet to the
POINT OF BEGINNING, thence
Leaving said South line, North 18°26'56" East, 170.80 feet, thence
North 27°24'48" West, 350.12 feet, thence
North 13°40'47" West, 315.59 feet, thence
North 03°17'16" West, 143.05 feet, thence
North 20°42'02" West, 210.88 feet, thence
North 89°08'41" West, 66.74 feet, thence
South 00°58'58" West, 1116.41 feet to said South line of Government Lot 1, thence
South 89°17'51" East, 350.43 feet along said South line to the POINT OF BEGINNING.

Parcel 3:

The Northeast quarter of the Southeast quarter in Section 36, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho,

Excepting therefrom any of the property described below which lies in the said Northeast Quarter of the Southeast quarter:

Portions of Government Lots 1 and 2, accretion Ground adjacent to said Lots and over portions of the Northeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 36, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the Southeast corner of said Section 36; thence
Along the East line of said Section North 01°02'28" East, 1,313.96 feet to the South 1/16

corner being the POINT OF BEGINNING; thence
 Along the South line of said Northeast quarter of the Southeast quarter North 89°19'31"
 West, 1,295.62 feet to the East right-of-way line of Boise River Road; thence
 Along said right-of-way line North 00°59'00" East, 904.41 feet; thence
 Leaving said East right-of-way line South 89°01'02" East, 270.23 feet; thence
 North 00°58'10" East, 295.16 feet; thence
 North 89°01'02" West, 270.16 feet; to said East right-of-way line; thence
 Along said East right-of-way line North 00°59'00" East, 114.99 feet to the North line of said
 Northeast quarter of the Southeast quarter; thence
 Along said North line South 89°17'51" East, 1,150.50 feet; thence
 Leaving said North line North 18°26'56" East 170.80 feet; thence
 North 27°24'48" West, 350.12 feet; thence
 North 13°40'47" West, 315.59 feet; thence
 North 03°17'16" West, 143.05 feet; thence
 North 20°42'02" West, 210.88 feet; thence
 North 89°08'41" West, 393.66 feet; thence
 South 80°17'01" West, 64.48 feet; thence
 South 65°00'13" West, 213.74 feet; thence
 South 86°03'19" West, 331.69 feet; thence
 North 65°25'44" West, 211.89 feet; thence
 North 58°03'19" West, 117.69 feet; thence
 Along a curve to the right 96.47 feet, said curve having a radius of 125.00 feet, a delta angle
 of 44°13'00" and a chord bearing and distance of North 35°56'53" West, 94.09 feet; thence
 North 13°51'30" West, 109.74 feet; thence
 North 13°50'09" West, 370.84 feet; thence
 North 87°28'00" West, 762.79 feet to the West line of said Government Lot 2; thence
 Along said West line North 00°54'05" East, 557.09 feet; thence
 North 77°55'10" East, 76.58 feet; thence
 North 71°53'03" East, 134.02 feet; thence
 North 75°08'33" East, 164.55 feet; thence
 North 76°47'02" East, 219.16 feet; thence
 North 68°33'03" East, 203.13 feet; thence
 North 50°33'56" East, 111.83 feet; thence
 North 81°02'40" East, 209.84 feet; thence
 North 81°34'47" East, 176.50 feet; thence
 South 78°27'25" East, 186.64 feet; thence
 South 52°08'09" East, 47.60 feet; thence
 South 41°04'59" East, 31.97 feet to the Southerly line Government Lot 4; thence
 Along said Southerly line through the following Courses:
 South 32°21'33" West, 88.24 feet; thence
 South 19°38'27" East, 262.28 feet; thence
 South 49°38'27" East, 229.50 feet; thence
 South 36°38'27" East, 327.85 feet; thence
 South 65°38'27" East, 524.57 feet; thence
 North 58°21'33" East, 123.69 feet; thence
 South 74°31'24" East, 94.95 feet; thence
 South 66°34'44" East, 58.45 feet; thence
 South 66°34'44" East, 27.66 feet to the East line of said Lot 1; thence
 Along said East line South 01°02'34" West, 1,606.33 feet to the East quarter corner of said
 Section 36; thence
 South 01°03'46" West, 1,313.94 feet along the East line of said Northeast quarter of the
 Southeast quarter to the POINT OF BEGINNING.

Order No. 1082894-nb1

Initials _____

Initials _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 30, 2015

SCOTT GARRIGUS
CLARRISSA GARRIGUS
2845 S AVONDALE AVE
NAMPA ID 83686-1410

Re: Change of Ownership for Water Right/Permit No(s): 63-21696, 63-32839 and 63-33078

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

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 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 § 42-222 and §42-223, Idaho.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: John E Hofferd Family Trust, Security Interest Holder

AUG 03 2015

Strange, Jennifer

DEPARTMENT OF
WATER RESOURCES

From: Volken, Lisa [Lisa.Volken@fnf.com]
Sent: Monday, August 03, 2015 4:26 PM
To: Strange, Jennifer
Subject: Document Delivery Notice - Order #1082894 Ref 1: 000 Boise River Rd, Parma ID 83660
Ref 2: John E Hofferd Family Trust, Scott Garrig
Attachments: Rec WD.pdf

**DOCUMENT DELIVERY NOTICE**

Please click on the attachment(s) above to access your documents.

Hi Jennifer here is the deed for the transfer of the property connected to 63-32839, 63-21696 & 63-33078 in case you need for your records.

Lisa

**Lisa Volken**
Escrow Officer

3715 E Overland Rd, Ste 100
Meridian, Idaho 83642

208-947-0492 **Direct**
208-921-5476 **Cell**
866-671-3919 **Fax**
Lisa.Volken@fnf.com
teamfntidaho.com



[GFE Rate Calculator](#) | [Customer Service Online](#) | [Place An Order](#) | [EC Purchasing](#)

This transaction involves:

Opened Date: **Tuesday, March 17 2015 11:01 AM MT**
Project Name:
Customer Ref:
Property: **000 Boise River Rd, Parma ID 83660**
Buyer: **John E Hofferd Family Trust , Scott Garrigus, Clarrissa Garrigus**
Seller: **R Jerrell Glenn**
External Order Number: **1082894**
Internal Order Number: **20 443 390**



NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

Strange, Jennifer

From: Volken, Lisa [Lisa.Volken@fnf.com]
Sent: Tuesday, May 12, 2015 1:48 PM
To: Strange, Jennifer
Subject: Document Delivery Notice - Order #1082894 Ref 1: 000 Boise River Rd, Parma ID 83660 Ref 2: John E Hofferd Family Trust, Scott Garrig
Attachments: Exhibit A Legal Description.PDF

Follow Up Flag: Follow up
Flag Status: Flagged



DOCUMENT DELIVERY NOTICE

Please click on the attachment(s) above to access your documents.

Hi Jennifer, I received your letter. I apologize. I sent the documents I was told to send by someone at your office. I've attached the legal description on the parcels we closed on, not sure if it will help as I'm not sure what water goes with what parcel.

Let me know if you need something else, I may need to go back to the seller.



Lisa Volken

Escrow Officer

3715 E Overland Rd, Ste 100
Meridian, Idaho 83642

208-947-0492 **Direct**
208-921-5476 **Cell**
866-671-3919 **Fax**
Lisa.Volken@fnf.com
teamfntidaho.com



[GFE Rate Calculator](#) | [Customer Service Online](#) | [Place An Order](#) | [EC Purchasing](#)

This transaction involves:

Opened Date: **Tuesday, March 17 2015 11:01 AM MT**

Project Name:

Customer Ref:

Property: **000 Boise River Rd, Parma ID 83660**

Buyer: **John E Hofferd Family Trust , Scott Garrigus, Clarrissa Garrigus**

Seller: **R Jerrell Glenn**

External Order Number: **1082894**

Internal Order Number: **20 443 390**



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State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 6, 2015

SCOTT GARRIGUS
2845 S AVONDALE AVE
NAMPA ID 83686-1410

RE: Notice of Change in Water Right Ownership No(s). 63-32839, 63-21696 & 63-33078

Dear Interested Party(s):

The Idaho Department of Water Resources received your request for a Notice of Change in Water Right Ownership on April 27, 2015. During the initial review, it was determine a conveyance document that includes a legal description of the property or description of the water right is needed to complete this request. The documents that you provided do not provide a legal description of the property appurtenant to the water rights.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your request unprocessed. You can send the document to the address above, fax it to (208) 287-6700, attention Jennifer Strange or email to jennifer.strange@idwr.idaho.gov.

Please contact me at (208) 287-4907 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Strange', followed by a long horizontal line extending to the right.

Jennifer Strange
Technical Records Specialist I

C: Lisa Volken – Fidelity National Title



Fidelity National Title

3715 East Overland Rd.
Suite 100
Meridian, ID 83642
208-947-0492 FAX 866-671-3919

RECEIVED

APR 27 2015

DEPARTMENT OF
WATER RESOURCES

April 24, 2015

The Idaho Water Center

322 East Front Street

PO Box 83720

Boise, Idaho 83720-0098

Phone: **(208) 287-4800**

Fax: **(208) 287-6700**

Order No.: 1082894

Your Order/Reference

No.:

Re:

Property:

Glenn to Garrigus
000 Boise River Rd
Parma, ID 83660

In connection with the above transaction, we have enclosed the following:

Notice of Water Rights Change, Assignment of Permit and check for fees.

Thank you for this opportunity to serve you. If we may be of any further assistance, please do not hesitate to contact us.

Sincerely,

Fidelity National Title Company

Lisa Volken