

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

NOV 15 2013

DEPT. OF WATER RESOURCES
SOUTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-07460	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Carla J Griffith and Rodney J Griffith DBA BOSWELL TROUT FARM
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Seapac of Idaho, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 546 Buhl ID 83316
Mailing address City State ZIP
- 208-326-3100 Seapac@SeapacofIdaho.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: December 17, 2010
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature] [Signature] 11/14/13
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Am Date 2-11-2014 Receipt No. S033802 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

SCHEDULE A

First American Title Insurance Company

**First American Title Company
260 Third Avenue North
Twin Falls, ID 83301**

File No.: **357236-TF**
Address Reference: **Fish Hatchery Twin Falls, ID 83301**

Policy No.: **357236-TF**

Amount of Insurance: ~~\$250,000.00~~
Date of Policy: **December 17, 2010 at 4:02 P.M.**

Premium: ~~\$862.00~~

1. Name of Insured:
SeaPac of Idaho, Inc., an Idaho corporation
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
SeaPac of Idaho, Inc., an Idaho corporation
4. The Land referred to in this policy is described as follows:

A parcel of land located in Government Lot 4 of Section 5, Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, and being more particularly described as follows:

Commencing at the Northwest Section corner of said Section 5 from which the North One Quarter (N 1/4) corner of said Section 5 bears S89°55'24"E—2656.58 feet, Thence S89°55'24"E along the North boundary of Government Lot 4 of said Section 5 for a distance of 623.77 feet to a point of intersection with the North boundary of said Government Lot 4 and Deep Creek, said point being the TRUE POINT OF BEGINNING:

**Thence continuing S89°55'24"E along the North boundary of said Government Lot 4 for a distance of 462.81 feet;
Thence S00°08'52"W parallel with the East boundary of said Government Lot 4 for a distance of 141.00 feet;
Thence S36°29'08"W for a distance of 72.89 feet;
Thence S87°02'12"W for a distance of 95.98 feet;
Thence S04°03'36"E for a distance of 217.44 feet;
Thence N87°22'18"E for a distance of 89.18 feet;
Thence S00°08'52"W parallel with the East boundary of said Government Lot 4 for a distance of 922.41 feet to a point on the South boundary of said Government Lot 4;
Thence N89°48'45"W along the South boundary of said Government Lot 4 for a distance of 62.58 feet to a point on the centerline of Deep Creek,
Thence along the centerline of said Deep Creek on the following courses:**

SCHEDULE B

File No. 357236-TF

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2010 taxes are an accruing lien, not yet payable.
8. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
9. Easement granted to Idaho Power Company, a corporation, recorded January 7, 1929, as Instrument No. 214089.
10. Easement granted to Idaho Power Company, a corporation, recorded March 7, 1995, as Instrument No. 1995003601.
11. Easement granted to Idaho Power Company, a corporation, recorded January 5, 2000, as Instrument No. 2000000168.
12. Right-of-way or easement of 4100 North AKA Deep Creek Road.

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently. (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.



First American

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

AGREEMENT OF SALE

THIS AGREEMENT has been made and entered into this 17th day of December, 2010 by and between RODNEY GRIFFITH and CARLA GRIFFITH, husband and wife, hereinafter referred to as "Sellers", and SEAPAC OF IDAHO, INC., an Idaho corporation, hereinafter referred to as Buyer.

WITNESSETH:

IT IS AGREED between the parties hereto as follows:

1. The Sellers agree to sell and the Buyer agrees to buy, the real estate, and all appurtenances attached thereto, more particularly described on Exhibit A attached hereto. Specifically included in this sale are all water rights, water delivery systems, and all fish farming equipment upon said property. Sellers agree to sign any documents necessary to facilitate said transfers.

2. The purchase price of the property listed in paragraph 1 of this Agreement, shall be the sum of ~~ONE HUNDRED SIXTY TWO THOUSAND DOLLARS (\$162,000)~~ ONE HUNDRED SIXTY TWO THOUSAND DOLLARS (\$162,000), which shall be paid in full in cash at the time of closing.

3. This sale shall be closed on the 17 day of December, 2010.

4. As provided in the Property Purchase Agreement dated September 27, 2010, a copy of which is attached hereto as Exhibit B, the closing agent shall make the following disbursements out of the purchase price at the time of closing:

a) ~~\$27,000~~ payable to SeaPac of Idaho, Inc. as reimbursement for farm pond grow out agreement;

b) ~~\$10,000~~ payable to SeaPac of Idaho, Inc. as reimbursement for payments made to IRS to release property;

c) ~~\$10,000~~ payable to SeaPac of Idaho, Inc. as reimbursements for loan payments made by SeaPac of Idaho, Inc. to Farmer's Bank on behalf of Rod Griffith; and,

d) ~~\$10,000~~ payable to Farmers National Bank which is partial payment of monies owed to Farmers National Bank by Rod and Carla Griffith on said property, and for said payment, Farmers National Bank has agreed to release their lien on the subject property.

5. The Buyer shall be entitled to possession of all property included in this sale on the 17 day of December, 2010.

6. All real property taxes shall be pro-rated between the parties as of the date of possession. Seller shall be responsible for payment of all utility charges incurred prior to the date of possession.

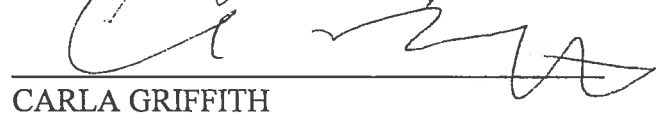
7. Buyer shall pay the closing costs.

8. This document shall be binding upon the parties, their heirs, successors in interest, personal representatives, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.



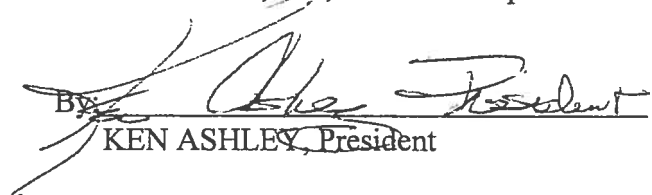
RODNEY GRIFFITH



CARLA GRIFFITH

SELLERS

SeaPac of Idaho, Inc., an Idaho Corporation

By 

KEN ASHLEY, President

BUYER

EXHIBIT A

Legal Description

A parcel of land located in Government Lot 4 of Section 5, Township 10 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, and being more particularly described as follows:

Commencing at the Northwest Section corner of said Section 5 from which the North One Quarter (N 1/4) corner of said Section 5 bears S89°55'24"E—2656.58 feet, Thence S89°55'24"E along the North boundary of Government Lot 4 of said Section 5 for a distance of 623.77 feet to a point of intersection with the North boundary of said Government Lot 4 and Deep Creek, said point being the TRUE POINT OF BEGINNING:

Thence continuing S89°55'24"E along the North boundary of said Government Lot 4 for a distance of 462.81 feet;

Thence S00°08'52"W parallel with the East boundary of said Government Lot 4 for a distance of 141.00 feet;

Thence S36°29'08"W for a distance of 72.89 feet;

Thence S87°02'12"W for a distance of 95.98 feet;

Thence S04°03'36"E for a distance of 217.44 feet;

Thence N87°22'18"E for a distance of 89.18 feet;

Thence S00°08'52"W parallel with the East boundary of said Government Lot 4 for a distance of 922.41 feet to a point on the South boundary of said Government Lot 4;

Thence N89°48'45"W along the South boundary of said Government Lot 4 for a distance of 62.58 feet to a point on the centerline of Deep Creek,

Thence along the centerline of said Deep Creek on the following courses:

N36°14'23"W-244.90 feet

N12°49'02"W-109.37 feet;

N15°23'06"W-239.31 feet;

N17°36'47"W-96.34 feet;

N26°50'11"W-101.12 feet,

N02°16'49"E-111.49 feet,

N08°07'26"W-157.34 feet;

N35°48'00"W-51.16 feet;

N03°51'56"W-51.97 feet;

N10°46'46"W-98.12 feet;

N08°55'07"E-77.93 feet;

N01°18'38"E-89.37 feet to a point on the North boundary of Government Lot 4, said point being the TRUE POINT OF BEGINNING.