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STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN REGION

Department of Water Resources

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

removed per Ted Hoffman 3-22-05

1. Water Right No(s): 61-002524, 61-10033, 61-10034, 61-10076, 61-11737, 61-11891
Adjudication Claim No(s): A 61-002524
2. The following REQUIRED information must be submitted with this form:
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
- B. PLAT OF PROPERTY or SURVEY MAP showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
- C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.
3. Name and Address of Former Owner/Claimant: Chester Tindall
550 N 8E Mtn Home ID 83647
4. New Owner/Claimant(s): TED Hoffman Rita Hoffman
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address: Px 1 Box 15 (815)
City, State and ZIP Code: Mtn Home ID 83647
New Telephone Number: 208 587 6374
5. Date you acquired the property: 1/3/00 SUPPORT DATA IN FILE # 61-10076
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
- | | | | |
|--|-------------|------------------------------|-------------------|
| Number of acres you irrigate with this water right | <u>8060</u> | Number and type of stock | <u>450 cattle</u> |
| Diversion rate in CFS | <u>1.4</u> | Number of homes you acquired | <u>2</u> |
| Other uses _____ | | | |
7. Signature of New Owner(s) or Claimant(s): TED Hoffman
Rita Hoffman
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.



OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

A60-482479

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

prosecute any action or proceeding to establish the title to the estate or interest, as insured, or to prevent or reduce damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall do so diligently

obligated to pay. Upon the exercise of either of the options provided for in paragraphs (b)(i) and (b)(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.

**POLICY OF TITLE INSURANCE
SCHEDULE A**

Amount of Insurance: \$175,000.00

Policy No.: A60-482479

Premium: \$780.00

File No.: 99-914

Date of Policy: January 5, 2000 at 3:42 P.M.

1. Name of Insured:

Theodore W. Hoffman and Rita S. Hoffman, husband and wife

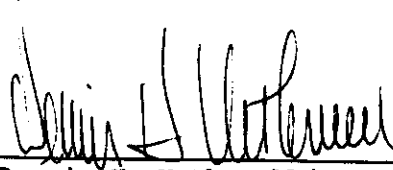
2. The estate or interest in the land which is covered by this policy is:
fee simple

3. Title to the estate or interest in the land is vested in:

Theodore W. Hoffman and Rita S. Hoffman, husband and wife

4. The land referred to in this policy is described in the said instrument, is situated in the County of Elmore, State of Idaho, and is identified as follows:

(See Attached)

Countersigned: 

Dennis H. Wetherell/Mary Egusquiza
Authorized Officer or Agent

LEGAL DESCRIPTION

TRACT :

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

Section 23: S1/2NE1/4SW1/4

Section 35: E1/2SE1/4

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to wit:

A tract of land located in the SE1/4SE1/4, Section 35, Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence
South 89°26'53" West, 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence
North 9°06'16" East 83.91 feet to an iron pin; thence
North 12°07'31" East 294.50 feet to an iron pin; thence
South 77°09'33" East 244.01 feet to an iron pin; thence
South 77°09'33" East 56.85 feet, more or less, to a point on the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian; thence
South 89°26'53" West 368.49 feet along the section line common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

(See Attached)

LEGAL DESCRIPTION

TRACT II:

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

Section 2: U.S. Government Lots 1 and 2

SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

A tract of land located in the NE1/4NE1/4, Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; more particularly described as follows:

Beginning at the section corner common to Sections 35 and 36, Township 2 South, Range 6 East, Boise Meridian, and Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian; thence
South 89°26'53" West 368.49 feet along the section line common to Section 35, Township 2 South, Range 6 East, Boise Meridian, and Section 2, Township 3 South, Range 6 East, Boise Meridian, to an iron pin; thence
South 9°06'16" West 457.50 feet to an iron pin; thence
South 22°14'58" East 373.13 feet to an iron pin on the approximate North right-of-way of Canyon Creek Road; thence
North 41°55'00" East 144.41 feet along the North right-of-way of Canyon Creek Road to a point; thence
North 51°20'30" East 102.45 feet along the North right-of-way of Canyon Creek Road to a point; thence
North 56°27'50" East 103.17 feet along the North right-of-way of Canyon Creek Road to a point; thence
North 59°51'00" East 76.53 feet along the North right-of-way of Canyon Creek Road to an iron pin; thence
North 0°13'44" West 563.50 feet along the section line common to Sections 1 and 2, Township 3 South, Range 6 East, Boise Meridian, to the POINT OF BEGINNING.

ALSO SAVING, EXCEPTING AND EXCLUDING the following described portion of said real property, to-wit:

That portion of the NE1/4NE1/4 (U.S. Government Lot 1), of Section 2, Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho; lying South and East of the right-of-way for Canyon Creek Road.

(See Attached)

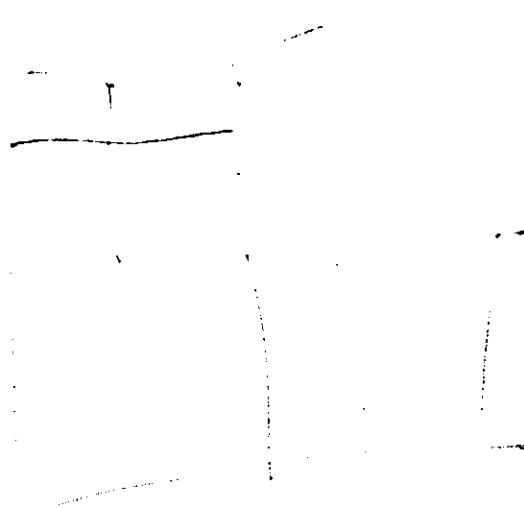
REDACTED

TRACT III:

Township 1 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 26: NW1/4SW1/4

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



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T 257
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482

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420

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