

MEMORANDUM

Date: November 15, 2019
To: Water Right File 63-31495
From: Cody Parker
Re: Ownership Change Processed Prior to Transfer No. 83726

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was not received nor required. Ownership change processed prior to transfer resulting in a split of 3.5 acres from 63-31495:

WR 63-31495 to:

63-34822 (Kyle and Erica Buck)

63-31495 (Tucker and Denise Johnson)

Transfer no. 83726 will affect WR 63-34822. The transfer applicant was not required to amend the transfer application form.

SUPPORT DATA
IN FILE # 63-31495

ATTACHMENT 2A
OWNERSHIP DOCUMENTATION

WARRANTY DEED

FOR VALUE RECEIVED

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/21/04 03:11 PM
DEPUTY Bonnie Oberbling
RECORDED - REQUEST OF
Hazelwood/Skyline/Tandem
AMOUNT 3.00

1



Tandem Enterprises, LLP, the grantor,
does hereby grant, bargain, sell and convey unto
Don M. Kitterman and Jeanette M. Kitterman, husband and wife,
the grantee, whose current address is: 1521 N. Jantzen PMB 589
Portland, OR 97217

The following described real property, more particularly described as follows, to wit:

Lot 7, Block 1 of Applecreek Subdivision, According to the official plat filed with
the Ada County Recorder's Office, Boise, Idaho, Instrument No. 103145550, Book
86, Pages 9791 through 9792, dated August 27, 2003.

Subject to an easement to the benefit of the Applecreek Owners Association for the
tennis court

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and their heirs and
assigns forever. And the said Grantors does hereby covenant to and with the said Grantee, that Grantor is the owner in fee
simple of said premises; that said premises are free from all encumbrances, and that they will warrant and defend the same
from all lawful claims whatsoever.

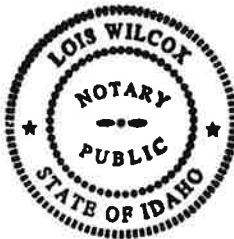
January 5, 2004
Date

Tandem Enterprises, Managing Partner

By: 

STATE OF IDAHO)
COUNTY OF ADA)

On the 13th day of January, 2004 before me, a Notary Public
in and for said State, personally appeared Tucker M. Johnson, known
to me to be the Managing Partner of the Tandem Enterprises, LLP.
Grantor herein and acknowledged before me that he had executed the
within instrument in said capacity.



Lois Wilcox

Notary Public for Idaho
Residing at:
My Commission Expires:

Middleton, Idaho
3/31/2004

83726

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/30/04 04:10 PM
DEPUTY Bonnie Oberbillig
RECORDED-REQUEST OF
Pioneer
AMOUNT 3.00



24458-Cum
PC58302A

WARRANTY DEED

FOR VALUE RECEIVED Don M. Kitterman and Jeanette M. Kitterman,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Kyle K. Buck, a married man, as
his sole and separate property

the Grantee, whose address is 5303 Howard Lane Canyon ID 83687

the following described premises, to-wit:

Lot 7 in Block 1, of Apple Creek Subdivision, according to the plat
thereof, filed in Book 86 of Plats at Pages 9791 and 9792, records
of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns
forever. And the said Grantors do hereby covenant to and with the said Grantee, that they the owners in fee simple of said
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2004 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same
from all lawful claims whatsoever.

DATED: June 14, 2004

Don M. Kitterman
Don M. Kitterman

Jeanette M. Kitterman
Jeanette M. Kitterman

STATE OF Washington

COUNTY OF Clark

On this 28 day of June in the year 2004, before me, a Notary Public, personally
appeared Don M. Kitterman and Jeanette M. Kitterman 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.

Patricia L. Thomas
Notary Public
Residing at Vancouver
My Commission Expires 03-15-2007

PATRICIA L. THOMAS
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
MAR 15, 2007

PIONEER TITLE COMPANY OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

610 SOUTH KIMBALL
CALDWELL, ID 83605



Pioneer

GOING BEYOND

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/17/06 02:28 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Pioneer

AMOUNT 3.00



100 10th Avenue South / Nampa, Idaho 83687 / (208) 465-6655

205685 MA

QUITCLAIM DEED

For Value Received

Kyle K. Buck, a married man, as his sole and separate property
do(es) hereby convey, release, remise and forever quit claim unto

Kyle K. Buck and Erica J. Buck, husband and wife
whose address is 1327 W Apple Creek Ct.

Eagle, Idaho 83616, 1327 W Apple Creek Ct.

Eagle, Idaho 83616

the following described premises, to-wit:

Lot 7, Block 1, Apple Creek Subdivision, according to the plat thereof filed in Book 86 of plats, Page 9791,
records of Ada County, Idaho.

together with their appurtenances.

Dated: January 10, 2006



Kyle K. Buck

State of Idaho

ss.

County of Canyon

On this 10th day of January, 2006, before me, the undersigned, a Notary Public, in and for said State, personally
appeared Kyle K. Buck known to me, and/or identified to me on the basis of satisfactory evidence, to be the
person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)



Notary Public Aaron
Residing at: Nampa
Commission Expires: 10/22/10



ATTACHMENT 9
CONTRACT AND MASTER PLAN

BILL OF SALE
Irrigation Water Right
March 12, 2015

For value received, we the undersigned to hereby bargain, sell, and convey 3.50 acres of irrigation water right 63-31495 to KYLE AND ERICA BUCK which water right is being used and is to be used at 1327 Applecreek Ct., Eagle, Idaho 83616.

Sellers


Tucker M. Johnson


Denise R. Johnson

MASTER WATER TRANSFER

PLAN 2003

WATER TRANSFERS-2

APPLECREEK SUBDIVISION

W. HOMER RD

3.5 Acres
Irr. Water

3.0 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.0 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
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3.5 Acres
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3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

9.0 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

AC_MASTER_d4-17 WOLIN APPROVED

AFFIDAVIT

LOST PURCHASE & SALE AGREEMENT

I, Tucker M. Johnson and Denise R. Johnson, husband and wife currently residing at 1159 W. Applecreek Ct., Eagle, Idaho 83616, and the owners and officers of Tandem Enterprises, LLP do hereby acknowledge and affirm that the attached Exhibit A is a true representative copy of the Reservation/Purchase Agreement we signed in 2003 with Donald Kitzerman (original buyer) for Lot 7 Block 1 Applecreek Subdivision in Ada County Idaho, and particularly that the Purchase Contract included 3.50 acres of ground water right 63-31495.


Tucker M. Johnson


Denise R. Johnson

STATE OF IDAHO)
)
COUNTY OF ADA)

On this the 13th day of March, 2015, before me the undersigned, a notary public in and for said State, personally appeared Tucker M. Johnson and Denise R. Johnson, known to me or proved to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at: Ada County
My Commission expires: 11-22-19

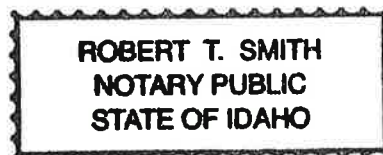


Exhibit A

APPLECREEK SUBDIVISION RESERVATION/PURCHASE AGREEMENT (Buyer's Option)

THIS AGREEMENT, made and entered into this 15TH day of MARCH, 2003, by and between TANDEM ENTERPRISES, L.L.P. as Seller and LAVAR W. AND KIMBERLY A. KOFOED as Buyer, wherein Buyer does hereby purchase from Seller the optional right to purchase the following described property located in Ada County, State of Idaho, to LOT 6 BLOCK 1 of APPLECREEK SUBDIVISION as shown on attached preliminary plat (lot numbers subject to change), including 3.5 acres of ground water rights.

TERMS: Seller does hereby agree to sell said property to Buyer for the sum of [REDACTED] (\$ [REDACTED]) dollars, lawful money of the United States, provided said amount is fully paid to Seller on or before 5 o'clock p.m., November 1, 2003 (Expiration of Buyer's Option). As consideration for this continuing offer to sell said property, Buyer agrees to pay to the Seller the sum of two thousand (\$2,000.00) non-refundable reservation/option money which shall be credited toward Buyer's closing cost. In the event the full purchase price is not fully paid on or before said expiration date, Seller shall retain said option purchase money payments and any interest payments (as outlined hereafter) and may convey said property to others without regard to this agreement or payments made hereunder and Buyer shall have no claim to said property, option purchase money payments, or interest payments. Seller may grant, at Seller's sole discretion, a written extension of this Purchase Agreement to the Buyer providing that Buyer presents evidence satisfactory to the Seller of progress toward closing the purchase. Seller may require Buyer to deposit additional option purchase money as consideration for granting an extension and/or pay interest in advance and/or at closing at the rate of one percent (1%) per month on the unpaid balance for the extension period, which interest shall not apply to the purchase price.

The following additional terms and conditions shall apply:

1. Lot to be closed prior to commencing construction thereon. If Buyer commences construction prior to closing, Buyer does hereby indemnify Seller from any and all claims of injury related to Buyer's construction activities.
2. Buyer acknowledges receipt of a draft-summary copy of the Covenants, Conditions, and Restrictions (CC&R's) for said subdivision and understands that the official full recorded version of the CC&R's will be binding upon Buyer upon closing. Prior to closing, Seller shall present to Buyer the recorded copy of the CC&R's, which shall closely follow the draft-summary.
3. Buyer agrees to submit plans and specifications to the Architectural Control Committee of the subdivision and receive written plan approval prior to start of construction.
4. Buyer shall contact Lois Wilcox at 377-4104 for closing document.
5. Builder shall verify boundary and measurements before starting construction. Seller will not be responsible for damages resulting from Buyer's failure to do so.
6. Buyer shall pay all utility hook-up fees.
7. Buyer shall be responsible for coordinating the location of his well and septic drain field with the Central District Health Department and Buyer's well driller.
8. Damage to streets, curbs, borrow ditches, piping, fences, utility facilities or other improvements shall be the responsibility of the Buyer if occurring after the date of possession or date of conveyance or buyer's start of construction, whichever date shall first occur.
9. Buyer to ensure that all construction activity on said lot complies with all EPA standards (e.g., no mud on roadway, dust, etc.) and in addition, Buyer to keep job site in a clean and orderly manner and contain all construction debris on the job site.
10. It is understood and agreed that Seller will not be required to furnish Title Insurance to Buyer but Seller warrants merchantable title, subject to easements, restrictions, and covenants of record and as shown on the official plat of the subdivision. Should Buyer desire Title Insurance, Buyer is to obtain such from a local Title Company at Buyer's expense.
11. Tax assessments shall be pro-rated as of possession date.
12. Any HOA assessment (not to exceed \$100) shall be collected at closing and shall not be prorated.
13. If legal action is to be instituted to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees.
14. This agreement shall be binding on the executors, heirs, administrators, personal representatives, successors, and assigns of the respective parties hereto, time being of the essence. There are no verbal agreements modifying this agreement.
15. This option is not transferable without the prior written consent of the Seller.
16. An additional \$1,500.00 pathway fee will be added to the final closing price if the majority of Buyers desire the Seller to install a pathway system.

Seller: TANDEM ENTERPRISES, L.L.P.

By: [Signature]

Buyer:

By: [Signature]



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

December 13, 2019

TUCKER M JOHNSON
372 S EAGLE RD STE 328
EAGLE ID 83616

Re: Change in Water Right Ownership: 63-31495 (Split into 63-31495 and 63-34822),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 334-2190.

Sincerely,

Chad Jones
Technical Records Specialist 1

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Brad Little
Governor

Gary Spackman
Director

December 13, 2019

DENISE R JOHNSON
12828 W LA SALLE ST #100
BOISE ID 83713

Re: Change in Water Right Ownership: 63-31495 (Split into 63-31495 and 63-34822),

Dear Water Right Holder(s):

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Chad Jones
Technical Records Specialist 1

Enclosure(s)