

MEMORANDUM

Date: November 15, 2019
To: Water Right File 63-31495
From: Cody Parker
Re: Ownership Change Processed Prior to Transfer No. 83727

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:

63-34823 (John and Debra Meyer)

63-31495 (Tucker and Denise Johnson)

Transfer no. 83727 will affect WR 63-34823. The transfer applicant was not required to amend the transfer application form.

SUPPORT DATA
IN FILE # 63-31495

ATTACHMENT 2A
OWNERSHIP DOCUMENTATION

WARRANTY DEED

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/30/04 02:17 PM
DEPUTY Bonnie Oberbillerig
RECORDED - REQUEST OF
Tandem Enterprises

AMOUNT 3.00 1



104165094

FOR VALUE RECEIVED

Tandem Enterprises, LLP, the Grantor, does hereby grant, bargain, sell and convey unto **Tucker M. Johnson and Denise R. Johnson**, husband and wife, the Grantees, whose current address is:

1763 N. Clarendon Wy.
Eagle, Idaho 83616

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

Lot 9 of 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 the following:

The Covenants, Conditions, Restrictions and Easements for Applecreek Subdivision as recorded with the Ada County Recorder's Office, Boise, Idaho, Instrument No. 103163604.

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.

December 31, 2004
Date


Tandem Enterprises, LLP
Tucker M. Johnson, Managing Partner

STATE OF IDAHO)
COUNTY OF ADA)

On the 31st day December, 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.



Notary Public for Idaho

Residing at:

Middleton, Idaho

Expires:



83727

A7-5000843671

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/26/08 04:30PM
DEPUTY Bonnie B. Oberbillig
RECORDED-REQUEST OF
ALLIANCE TITLE - PRODUCTI

AMOUNT 3.00 1



WARRANTY DEED

FOR VALUE RECEIVED

Tucker M. Johnson and Denise R. Johnson, husband and wife,
the Grantors, do hereby grant, bargain, sell and convey unto

Douglas B. Clegg and Sandra F. Clegg, husband and wife,

the Grantee, whose current address is: 1342 E. Covey Run Ct.
Eagle, ID 83616

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

**Lot 9, 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 the following:

The Covenants, Conditions, Restrictions and Easements for Applecreek
Subdivision as recorded with the Ada County Recorder's Office, Boise,
Idaho, Instrument No. 103163604

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.

11/26/08
Date

Tucker M. Johnson

Denise R. Johnson

STATE OF IDAHO)
COUNTY OF ADA)

On the 25 day November, 2008 before me, a
Notary Public in and for said State, personally appeared
Tucker M. Johnson and Denise R. Johnson, known to me
to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the
same.

Notary Public for Idaho
Residing at Boise, Idaho
Expires: 08/01/2010



83727



Recording Requested By and
When Recorded Return to:

Spring Creek Office, LLC
Attn: Douglas B. Clegg
1342 E. Covey Run Court
Eagle, ID 83716

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

This General Warranty Deed is made this 5th day of February, 2009, between Douglas B. Clegg and Sandra F. Clegg, husband and wife, herein referred to as "Grantor," and Spring Creek Office, LLC, an Idaho limited liability company, whose address is 1342 E. Covey Run Court, Eagle, ID 83716, herein referred to as "Grantee," witnesseth:

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all of the following described real estate in Ada County, Idaho:

Lot 9, Block 1 of Applecreek Subdivision, according to the official plat filed with the Ada County Recorder's Office as Instrument No. 103145550, Book 86, Pages 9791 through 9792, dated August 27, 2003.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. The foregoing warranties and obligations to defend are limited to the extent Grantor has title insurance coverage or is entitled to claim coverage by any predecessor in interest of Grantor, if any, and to the extent such claims and expenses are covered by such title insurance. In no event shall Grantor incur any liability to Grantee, or Grantee's successors or assigns, for liabilities, costs or expenses not covered by title insurance, if any, or for amounts which exceed any such title insurance coverage, if any.

GENERAL WARRANTY DEED - 1

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8 37 27

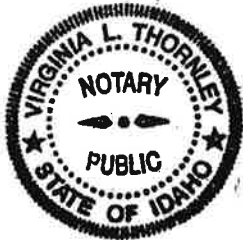
IN WITNESS WHEREOF, this General Warranty Deed has been duly executed on behalf of Grantor on the day and year first above written.

Douglas B. Clegg
Douglas B. Clegg
Sandra F. Clegg
Sandra F. Clegg

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of February, 2009, before me, Virginia Thornley, a Notary Public in and for said state, personally appeared Douglas B. Clegg and Sandra F. Clegg, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.



Virginia L. Thornley
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires Oct. 15, 2010

^{1 Pgs.}
stewart title

01096-7040A0

WARRANTY DEED

For Value Received **Spring Creek Office LLC**, the Grantor, hereby grants bargains, sells, conveys and warrants unto **Janet Benjamin, a married woman, as her sole and separate property**, the Grantee, whose current address is 45160 Riverstone Ct., Temecula, CA 92592, the following described premises, to wit:

Lot 9, in Block 1 of Applecreek Subdivision, According to the official Plat thereof, filed in Book 86 of Plats at Page 9791-9792, records of Ada County, Idaho.

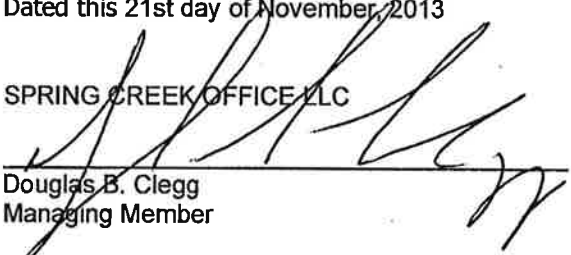
Parcel Number: R0486080090

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record and assessments, if any.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Grantee and to its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated this 21st day of November, 2013

SPRING CREEK OFFICE LLC


Douglas B. Clegg
Managing Member

State of Idaho

) ss.

County of Ada

On this 21st day of November, 2013, before me, the undersigned, a Notary Public, in and for said State, personally appeared Douglas B. Clegg, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Managing Member of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public: Trina Nishitani
Residing at: Caldwell, Idaho
My commission expires June 28, 2015

TRINA NISHITANI
NOTARY PUBLIC
STATE OF IDAHO

2 pgs
stewart title

01096-7040P0

QUITCLAIM DEED

THIS INDENTURE, made this 18th day of November, 2013, between

David Benjamin, husband of Janet Benjamin, as **GRANTOR(S)** and

Janet Benjamin, wife of David Benjamin, as her sole and separate property, **GRANTEE(S)**

whose current address is 45180 Riverstone Ct., Temecula, Ca., 92592.

WITNESS, that said Grantor(s), for an in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee(s) and to its heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to wit:

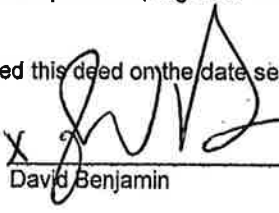
Lot 9, in Block 1 of Apple Creek Subdivision, According to the official Plat thereof, filed in Book 86 of Plats at Page 9791-9792, records of Ada County, Idaho.

Parcel Number: R0486080090

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

X 
David Benjamin 11-19-13

State of California

County of Riverside

) ss.

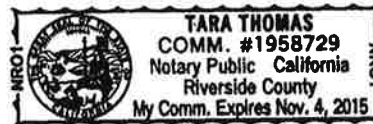
On this 19 day of November, 2013, before me, the undersigned, a Notary Public, in and for said State, personally appeared David Benjamin known to me, and or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

Notary resides:

TARA THOMAS
CENTULA CA (Riverside)
My commission expires: Nov 4, 2015



AFTER RECORDING MAIL TO:

John Meyer and Debra Meyer

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 CHE FOWLER
FIRST AMERICAN TITLE/MERIDIAN

2015-022251
03/20/2015 10:59 AM
\$13.00

**ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

WARRANTY DEED

File No.: **4106-2410481 (WS)**

Date: **March 18, 2015**

For Value Received, **Janet Benjamin, a married woman, as her sole and separate property**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **John Meyer and Debra Meyer, husband and wife**, hereinafter referred to as Grantee, whose current address is **1555 W Homer Rd, Eagle ID 83616**, the following described premises, situated in **Ada County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

**LOT 9 IN BLOCK 1 OF APPLECREEK SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
FILED IN BOOK 86 OF PLATS AT PAGES 9791-9792, RECORDS OF ADA COUNTY, IDAHO.**

APN: **R0486080090**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

ATTACHMENT 9
CONTRACT AND MASTER PLAN

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 2008 with (original buyers) DOUGLAS AND SANDRA CLEGG for Lot 9 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

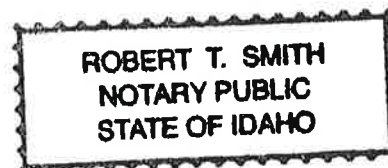


Exhibit A

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, LLP, 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 \$2,000.00 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, LLP

By: [Signature]

Buyer:

By: [Signature]

MASTER WATER TRANSFER

PLAN 2003

WATER TRANSFERS-2

APPLECREEK SUBDIVISION

W. BOMER RD

3.5 Acres
Irr. Water

3.5 Acres
Irr. Water

3.0 Acres
Irr. Water

9.0 Acres
Irr. Water

3.5 Acres
Irr. Water

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W. APPLE CREEK CT

W. APPLE CREEK CT

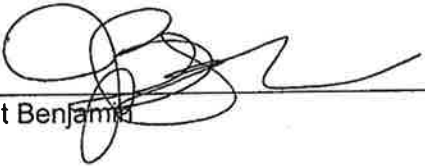
BILL OF SALE
Irrigation Water Right
March 12, 2015

For value received, we the undersigned to hereby bargain, sell, and convey 3.50 acres of irrigation water right 63-31495 to JANET BENJAMIN which water right is being used and is to be used at 1391 Applecreek Ct., Eagle, Idaho 83616.

Sellers


Tucker M. Johnson


Denise R. Johnson


Janet Benjamin

STATE OF Id)

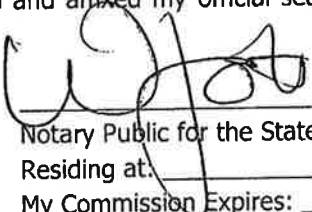
ss.

COUNTY OF Ada)

On this 19 day of March, 2015, before me, a Notary Public in and for said State, personally appeared Janet Benjamin

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they 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 the State of Id

Residing at: _____

My Commission Expires: _____

Commission Expires: November 10, 2017
Residing in: Star, Idaho

WHITNEY SCOTT
NOTARY PUBLIC
STATE OF IDAHO



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 02, 2019

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

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 63-34823)

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)