

MEMORANDUM

Date: 11/14/2019
To: Water Right File 63-31495
From: Cody Parker
Re: Ownership Change Processed Prior to Transfer No. 83724

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 3.5 acre split of water right 63-31495:

WR 63-31495 to:

63-34818 (Keith and Bethany Hitman)

63-31495 (Tucker and Denise Johnson)

Transfer no. 83724 will affect WR 63-34818. The transfer applicant was not required to amend the transfer application form.

ATTACHMENT 2A
OWNERSHIP DOCUMENTATION

WARRANTY DEED

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/14/03 01:53 PM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
Tandem Enterprises
AMOUNT 3.00

1



FOR VALUE RECEIVED

Tandem Enterprises, LLP, the Grantor, does hereby grant, bargain, sell and convey unto **Michael L. and Lisa S. Scott**, husband and wife, the Grantees, whose current address is:

1366 N. Chaucer Wy
Eagle, Idaho 83616

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

Lot 1 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.

October 6, 2003
Date


Tandem Enterprises, LLP
Tucker M. Johnson, Managing Partner

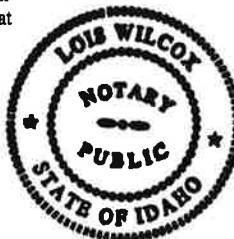
STATE OF IDAHO)
COUNTY OF ADA)

On the 6th day October, 2003 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:
Expires:

Middleton, Idaho
3-31-2004



83724



A076403001BC

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/28/07 04:28 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 3.00 1



107029123

QUITCLAIM DEED

FOR VALUE RECEIVED, **Lisa Pinto, an Unmarried woman, who acquired title as Lisa S. Scott, a married woman**

Does hereby convey, release, remise and forever quit claim unto

Michael L. Scott, an unmarried man

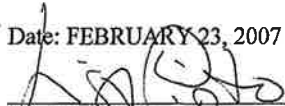
whose current address is: 1400 W. APPLECREEK CT., EAGLE, ID 83616

the following described premises:

Lot 1 in Block 1 of Applecreek Subdivision, according to the official plat thereof, filed in Book 86 of Plats at Page(s) 9791 and 9792, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: FEBRUARY 23, 2007

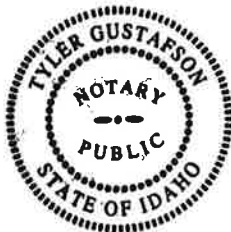


Lisa Pinto

STATE OF IDAHO
COUNTY OF ADA

ON THIS ²³RD OF FEBRUARY, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED LISA PINTO, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.


BILLIE JO COBB
NOTARY PUBLIC
RESIDING AT: MERIDIAN, ID Boise, ID
MY COMMISSION EXPIRES: 12 May 02, 2012
11/12/2010
(SEAL)



AFTER RECORDING MAIL TO:

Bryan Johnston
1400 West Applecreek Court
Eagle, ID 83616

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 12/31/2012 03:25 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIRST AMERICAN TITLE AND ESCRO 112138310

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.: 4101-2015805 (TH)

Date: December 28, 2012

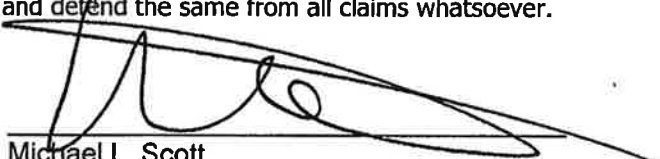
For Value Received, **Michael L. Scott and Heather K. Scott, Husband and wife, who acquired title as Michael L. Scott, an unmarried man**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Bryan Johnston, a married man**, hereinafter referred to as Grantee, whose current address is **1400 West Applecreek Court, Eagle, ID 83616**, the following described premises, situated in **Ada County, Idaho**, to wit:

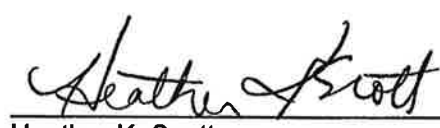
LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

Lot 1 in Block 1 of APPLECREEK SUBDIVISION, according to the plat thereof, filed in Book 86 of Plats at Pages 9791 and 9792, Records of Ada County, Idaho.

APN: R0486080010

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.


Michael L. Scott


Heather K. Scott

STATE OF Idaho)
)
COUNTY OF Ada)
)

On this 31st day of **December, 2012**, before me, a Notary Public in and for said State, personally appeared **Michael L. Scott and Heather K. Scott**, 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.

Jamie L. Howde

Notary Public for the State of Idaho
Residing at: Meridian, ID
My Commission Expires: 12/02/2015





ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 VICTORIA BAILEY
TITLEONE BOISE

2018-059102
06/26/2018 12:11 PM
\$15.00

Order Number: 18311980

Warranty Deed

For value received,

Bryan Daniel Johnston and Deborah Mae Johnston, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Keith Jordan Hitman and Bethany Lynn Hitman, husband and wife

whose current address is 1400 W Applecreek Ct Eagle, ID 83616

the grantee, the following described premises, in Ada County, Idaho, to wit:

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

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

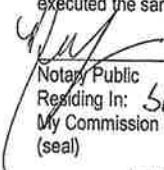
Dated: June 20, 2018


Bryan Daniel Johnston


Deborah Mae Johnston

State of Idaho, County of Ada, ss.

On this 25th day of June in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan Daniel Johnston and Deborah Mae Johnston, 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.


Notary Public

Residing In: Star. ID

My Commission Expires:

(seal)

01-20-2021

MELISSA JOHNSON
NOTARY PUBLIC
STATE OF IDAHO

83724

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 2003 with (original buyers) MICHAEL AND LISA SCOTT for Lot 1 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

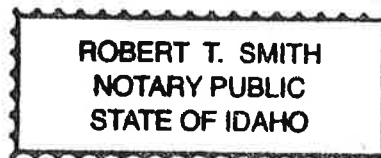


Exhibit A

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] 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]

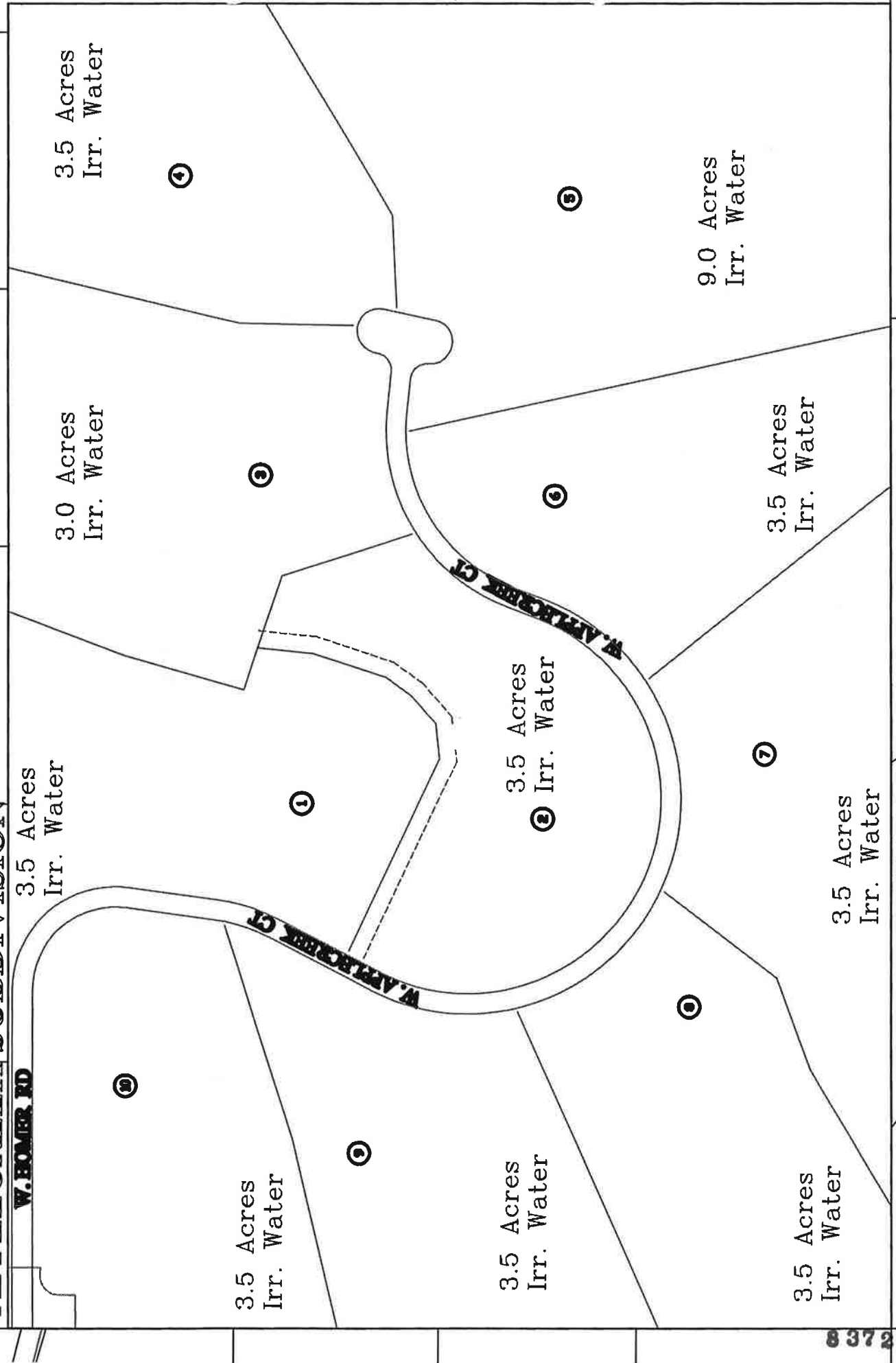
Buyer:

By: [Signature]

PLAN 2003

WATER TRANSFERS-2

APPLECREEK SUBDIVISION



AC_MASTER_d417 WOLIN APPROVED

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 BRYAN JOHNSON which water right is being used and is to be used at 1400 Applecreek Ct., Eagle, Idaho 83616.

Sellers


Tucker M. Johnson


Denise R. Johnson



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

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

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 63-34818),

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)