

RECEIVED

Form 42-001 (2-1909(6)) 1/15

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
MAR 25 2019
WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-32646	Yes ☒	Yes ☐		Yes ☐	Yes ☐
63-34719	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Crystal Lakes Development Co.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Robert Coleman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 9064 Crystal Quartz Drive Nampa ID 83686
Mailing address City State ZIP
208-468-3600 bcoleman@goldsilvervault.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: May 9, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE #

63-32646

8. Signature: [Signature] March 15, 2019
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 AK Date 3/25/2019 Receipt No. W047241 Receipt Amt. 100⁰⁰Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐Name on W-9 _____ Approved by _____ Processed by dj Date 4-26-19

Warranty Deed
Corporate

Crystal Lakes Development Co., and Idaho corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Idaho, with its Principal office at 14602 Deer Flat Rd., Nampa, Idaho 83686.

Grantor hereby CONVEY or GRANTS and WARRANTS unto

Robert A. Coleman, a married man, as his Sole and Separate Property

the Grantee, whose current address is 704 13th Ave. South, Nampa, ID 83651

the following described premises, to wit:

Lot 1 in Block 1 of Crystal Lakes Subdivision Phase 1, According to the official Plat thereof, filed in Book 42 of Plats at Page 13, records of Canyon County, Idaho.

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, with their appurtenances unto the said Grantee, their 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 will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be herunto subscribed by its authorized officers, this 9th day of May, 2014.

2014-016703

RECORDED

05/09/2014 04:48 PM



00107168201400167030020023

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 RECORD2

\$13.00

DEED

HUKILL, DANIEL

Page 1 of 2

D.H.

Crystal Lakes Development Co., an Idaho corporation

Attest:

By Daniel M. Hukill Marcine L. Hukill
Daniel M. Hukill Marcine L. Hukill
President Secretary

STATE OF IDAHO)
) ss.
County of Canyon)

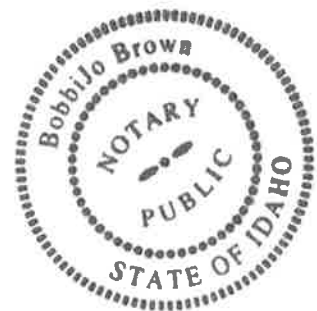
On this 9th day of May, 2014, before me, the undersigned, a Notary Public, in and for said State, personally appeared Daniel M. Hukill and Marcine L. Hukill, known to me, and/or identified to me on the basis of satisfactory evidence, to be the President and Secretary, of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of it's board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Bobbie Jo Brown
Notary Public: Bobbie Jo Brown

Residing at: Canyon County, Idaho

My Commission Expires: 01/28/2020



QUITCLAIM DEED

FOR VALUE RECEIVED, Crystal Lakes Development Co., Inc., an Idaho corporation, of 14602 Deer Flat Road, Nampa, Idaho 83686, (collectively the "Grantor"), does hereby convey, release, remise and forever quitclaim unto **Robert Coleman** of 704 13th Ave. South Nampa, Idaho 83651 (collectively the "Grantee") the following described premises:

Lot 1 Block 1 of Crystal Lakes Subdivision Phase 1, According to the official Plat thereof, filed in Book 42 of Plats at Page 13, records of Canyon County, Idaho

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

Dated this 9th day of May 2014.

In Witness Whereof, said Grantor has caused its name to be affixed hereto and this instrument to be executed by the authorized agents of the Grantor, thereunto duly authorized.

Crystal Lakes Development Co., Inc.,
an Idaho corporation

Daniel M. Hukill
Daniel M. Hukill, President

In Witness Whereof, said Grantee has caused its name to be affixed hereto and this instrument to be executed by the authorized agents of the Grantee, thereunto duly authorized.

Robert Coleman
Robert Coleman

2014-016704

RECORDED

05/09/2014 04:49 PM



00107169201400167040040044

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 RECORD2

\$19.00

DEED

GRANTOR ACKNOWLEDGMENT

State of Idaho)

SS.

County of _____)

On this 9th day of May, 2014, before me the undersigned, a Notary Public in and for the said state, personally appeared Daniel M. Hukill, known or identified to me to be the president of Crystal Lakes Development Co., Inc., who subscribed said corporation to the within and foregoing instrument and acknowledged to me that he executed the same in said corporation name..



Notary Public for the State of Idaho

County of Canyon

Residing at: Canyon County, Idaho

My Commission Expires:

January 28, 2020

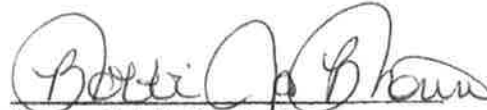
GRANTEE ACKNOWLEDGMENT

State of Idaho)

SS.

County of _____)

On this 9th day of May, 2014, before me the undersigned, a Notary Public in and for the said state, personally appeared Robert A. Coleman,



Notary Public for the State of Idaho

County of Canyon

Residing at: Canyon County, Idaho

My Commission Expires:

January 28, 2020



Addendum to Purchase and Sale Agreement, 4-9-2014
of Block 1, Lot 1 and Lot 4

1. The owners are permitted to operate and maintain fire pits on property which includes close proximity to the lake.
2. The owners are permitted to build and use docks, walking paths, and bridges around the entire lake. Bridges to be reviewed by architectural committee.
3. The owners are permitted to have exposed antennas and or satellite dishes.
4. The owners are permitted to install a chain link dog run with vinyl slats that will be maintained by owners and approved by the architectural committee.
5. The owners will be permitted to place signs on the property that direct guests, as well as, prevent trespassing, fishing, and unwanted use of property on, around, or in lake by individuals or animals. Any sign that is required by the insurance company or Canyon County is also permitted.
6. The owners will have unlimited use of entire east lake on block 1.
7. The owners will have water rights in order to maintain the lake level and protect the integrity of the lake and its contents. Owners are to be properly trained on the use of the pumps that maintain the lake level. Once trained and approved by the HOA or Dan or Marcy Hukill, owners will have permission to access the existing pumps in the subdivision to maintain the lake level (if not maintained by the Home Owner's Association), as well as, operating center fountain. Owners of these said lots will have access to pump house and to turn on pumps. Owners of these said lots will be held responsible for any damages caused by their gross negligence. The electrical infrastructure for the center fountain on Block 1 will be renamed under the owners and the owners will be responsible for the electrical usage and bill. The cost associated with the electrician installing a new meter and any additional hardware will be the owner's responsibility. The owners of Lots 1,2,3, and 4 block 1 will have full ownership of (2) waterfalls and center fountain on East lake. The rights and agreements in this addendum are fully transferrable.
8. Lot boundaries need to be fully marked and identified. All trees that were not originally planted and are near the pond liner on lots 1 and 4 need to be removed by sellers with the help of the owners.
9. Owners are permitted to install or have an existing community well and be compensated by adjacent property owner(s). This applies to Block 1; Lot 1, 2, 3, and 4.
10. Owners are permitted to have livestock or agricultural activities in order to maintain the Agricultural Exemption. This applies to Block 1; Lot 1, 2, 3, and 4, as per existing CCR's. Owners will be exempt from any changes to the CCR's that remove the ability to have livestock or agricultural activities.
11. Owners will own all existing property, features and contents on Lot 1,2,3, and 4 of Block 1. This will include but is not limited to center fountain and water fall structures.
12. The HOA will maintain remaining easements and maintenance of subdivision as described in the CCR's and Platt Map provided by the title company as of 2010.
13. Due to the additional cumulative annual subdivision dues for lots 1, 2, 3, and 4, the HOA will allow the owners to review the HOA's books and records. The owners are sensitive to the

D.H.
RC

HOA's ability to properly perform its functions and pay its appropriate expenses with proper funds. The owners want to ensure that any shared resources or expenses of the HOA with associated parties of the developer or HOA is pro-rated appropriately. This is to allow the HOA to build a reserve of funds that in turn will allow the annual dues to be reduced. The owners and the HOA agree that once the HOA's fund reserve balance meets \$20,000, that the owners will see a reduction of annual dues based on the following. HOA needs to evaluate and identify the average of two years of annual expenses which is incurred by the HOA. By doing so, the HOA can properly budget and identify the necessary annual expenses on a per lot basis. This will determine how much to reduce the annual dues if the reserves are in place and annual dues are in excess of these average expenses. The HOA will then readjust the dues per each lot in order to remove the unnecessary excess of reserves being created.

14. The HOA and developer agree that Owners have the ability to consolidate Lots 1,2,3, and 4 of Block 1 into one entire lot. The lot consolidation will follow government rules and regulations. If lots are consolidated, owner's full member voting rights and status will not change. HOA will recognize the same amount of votes as before the consolidation. Upon the consolidation of lots 1,2,3 and 4 into one existing lot, owners have the ability to re-subdivide the one existing lot back into the four original lots. The subdivided process would follow government rules and regulations.
15. The easements in the east lake on block 1 are waterway easements. These easements are to be used only for water to flow from the upper water fall through the lake into the lower lake, which in turn provides pressurized water for the entire subdivision. This is a "waterway" easement only and no individuals including but not limited to the, HOA or other lot owners may have egress or ingress to these lake easements.
If repairs are needed on the easements, HOA will review and require that service or repair providers have adequate insurance or bonding. Neither the HOA nor the service provider will hold land owner liable for any accident that may occur on the easements. The pond liner and waterfalls on lot 1,2,3, and 4 on block 1 do not carry a warranty for repair or replacement from the seller.

D.H.
RC



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

April 26, 2019

Gary Spackman
Director

ROBERT A COLEMAN
9064 CRYSTAL QUARTZ DR
NAMPA ID 83686-6448

Re: Change in Water Right Ownership: 63-32646 (Split into 63-32646 and **63-34719**)

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right 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 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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: CRYSTAL LAKES DEVELOPMENT CO