

MEMORANDUM

Date: 04/12/2019
To: Water Right File 63-10738
From: Allen Bradbury
Re: Ownership Change Processed Prior to Transfer No. 82873

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was received but not required. Ownership change was processed after transfer. Supporting documents can be found in transfer #82873.

WR 63-10738 to:

Old Owner: KENNETH HOAGLAND, BLAINE HOAGLAND, AND MARK W HOAGLAND

New Owner: AMERICAN HOMES LLC

Transfer no. 82873 will affect WR 63-10738. The transfer applicant was not required to amend the transfer application form.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 27 2018

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-10738	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Mark Hoagland, Blaine Hoagland, Kenneth Hoagland
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): American Homes LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

7800 W Alta Rd.

Mailing address

Mc/ba

City

ID

State

83641

ZIP

208 550 0767

Telephone

spencer.crosland@gmail.com

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: _____

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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):
 - ☒ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.

8. Signature: Spencer Crosland Managing Member - American Homes LLC 11/26/18
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 11/27/2018 Receipt No. W046966 Receipt Amt. 2500

Approved by _____ Processed by _____ Date _____

WATER RIGHTS PURCHASE AGREEMENT

This Agreement is dated the 16th day of November, 2018, by and between
Annith Hoagland, Blaine Hoagland, and Mark Hoagland
successors and assigns ("Seller"), and
American Homes LLC
its successors and assigns ("Buyer").

RECITALS:

WHEREAS, Seller owns certain merchantable and valid ground water rights described as follows: Water Right 63-10738 with a priority date of 12/2/1988 for Irrigation purposes with a diversion rate of 0.620 CFS and a total volume of 139.5 AF within Canyon County, ID ("water rights"); and

WHEREAS, Buyer desires to purchase said water rights under the terms and conditions contained herein.

WITNESSETH:

1. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the water rights subject to the terms of this Agreement to the extent the water rights are accepted for transfer by the **Idaho Department of Water Resources**, State of **Idaho**.
2. Purchase Price and Terms. Buyer shall pay Seller at total of Fifteen Thousand Dollars (\$15,000) in the event that IDWR approves the transfer of said water rights to the location designated by the buyer for all water rights under water right #63-10738.
3. Once IDWR has approved the transfer of said water rights, buyers shall have 10 business days from approval date to provide to the seller a cashier's check for the agreed upon amount stated in Purchase price and Terms. At that point a bill of sale will be issued by the sellers to the buyers that will finalize transaction.
4. Buyers are responsible for all costs due to the transfer of water rights and the transfer of ownership of said water rights.
5. Warranties of Seller. Seller does hereby represent, covenant and warrant to Buyer that the following are true now and will be at closing.
6. Irrigation Panel and irrigation pump goes with the sale
in well
of the water rights.

off MWIT 2/22

(a) Authority. Seller has the full right and authority to enter into this Agreement and consummate the transactions intended in this Agreement, and no other consent to c so is require.

(b) Title to Water Rights. Seller now has, and at closing will have, good and merchantable, fee simple title to the water rights. The water rights are free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The water rights are in good standing with the Idaho Department of Water Resources (IDWR), State of Idaho, and have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.

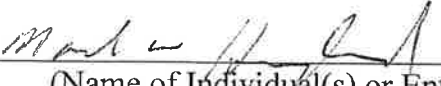
(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the water rights- Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the water rights, or any other material change in the value of the water rights.

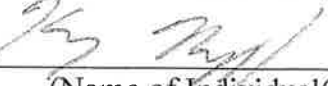
(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, during and after closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

8. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

SELLER:


_____, A _____
(Name of Individual(s) or Entity) (Type of Entity)


_____, A _____
(Name of Individual(s) or Entity) (Type of Entity)


_____, A _____
(Name of Individual(s) or Entity) (Type of Entity)

BUYER:

American Homes .A
(Name of Individual(s) or Entity) (Type of Entity)

By: Spencer Crosland - Managing Member 11/15/18
(Name & Title) Date

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me by _____,
who appeared personally before me this ____ day of _____, and who did swear,
affirm, certify, depose, and warrant that he/she/they have signed the hereinabove
instrument as his/her/their sui juris act and who is/are legally authorized to sign the
hereinabove instrument and do hereby attach documentary evidence of his/her/their
authority if acting on behalf of any fictitious legal entity of public or private law.

My Commission Expires: _____ Notary

See Attached