

MEMORANDUM

Date: June 5, 2017

To: Transfer 81481
WR 63-31495
WR 63-34402

From: Justin Shearer

Re: Ownership Change Processed Prior to Transfer

Ownership change/split requested with transfer filing, a separate notice of ownership change form was not requested, nor required. Ownership change/split processed prior to the transfer, resulting in reduction to parent right 63-31495 POU and creation of split portion right 63-34402. Processing of transfer 81481 will affect split right 63-34402. An amendment to the transfer application was not requested nor required.

SUPPORT DATA

IN FILE # 63-31495

WARRANTY DEED

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/20/03 04:44 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One
AMOUNT 3.00

1



FOR VALUE RECEIVED

Tandem Enterprises, LLP, the Grantor, does hereby grant, bargain, sell and convey unto Timothy P. and Frances G. Williams, husband and wife, the Grantees, whose current address is:

5125 N. Riverfront Dr
Garden City, Idaho 83714

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

Lot 8 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

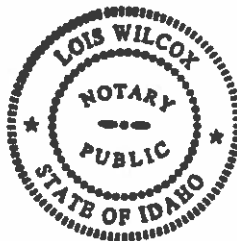
STATE OF IDAHO)
COUNTY OF ADA)

On the 16th 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



AFTER RECORDING MAIL TO:

Everett P. Delay and Holly Delay
1359 West Applecreek Court
Eagle, ID 83616

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.: **4106-2368669 (WS)**

Date: **February 12, 2015**

For Value Received, **Timothy P. Williams and Frances G. Williams, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Everett P. Delay and Holly Delay, husband and wife**, hereinafter referred to as Grantee, whose current address is **1359 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 8 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: **R0486080080**

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.

APN: R0486080080

Warranty Deed
- continued

File No.: 4106-2368669 (WS)
Date: 02/12/2015

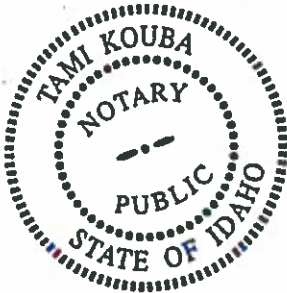

Timothy P. Williams

Frances G. Williams
Frances G. Williams

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 12th day of **February, 2015**, before me, a Notary Public in and for said State, personally appeared **Timothy P. Williams and Frances G. Williams**, 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 Idaho
Residing at: Meridian, ID
My Commission Expires: 05/15/2018

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 EVERETT AND HOLLY DELAY which water right is being used and is to be used at 1359 Applecreek Ct., Eagle, Idaho 83616.

Sellers


Tucker M. Johnson


Denise R. Johnson

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 16 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, L.L.P.

By: [Signature]

Buyer:

By: [Signature]
[Signature]

Page 1 of 2

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 63-31495

Current Owner: TUCKER M JOHNSON
DENISE R JOHNSON

Priority Date: 9/29/1978

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.59 CFS	164.2 AF
	<u>Total Diversion</u>	0.59 CFS	164.2 AF

Location of Point(s) of Diversion

GROUND WATER
ADA County

NE 1/4 NW 1/4 Sec. 32, Twp 05N, Rge 01E B.M.

Place of Use

IRRIGATION Within ADA County

T05N R01E S32	NENW	14.80	T05N R01E S32	NWNW	40.00
Total Acres: 54.8					

Transfer 8/481

Conditions of Approval:

1. 11E The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.
2. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
4. X27 This right is limited to the irrigation of 36.5 acres within the place of use described above in a single irrigation season.
5. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
6. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
7. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than 11/26/2002.

Decreed Date: 1/14/2009

Transfer 81481



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
DAVID R. TUTHILL, JR., Director

Wednesday, June 14, 2017

EVERETT P AND HOLLY DELAY
1359 W APPLECREEK CT
EAGLE, ID 83616

COPY

Re: Notice of Change in Water Right Ownership No: 63-31495

Original: Water Right No. 63-31495

Split into: Water Right No. 63-34402

Dear Water Right Holders:

We have received and processed a Change of Ownership for a portion of the original Water Right as referenced above. This required a split of the original water right.

When a portion of the original water right has been conveyed to another, a new water right number is created to represent the portion obtained by the new owners. For your records proof reports and map depicting the place of use (POU) and the point of diversion (POD) for 63-34402 are enclosed. Please refer to your new water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Your portion of these water rights has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under these rights, including adding a new point of diversion, then an Application for Transfer on your portion of these rights is required. It is possible you may need a transfer for your point of diversion. Please contact this office for further information on the Application for Transfer form or you can find the forms at www.idwr.idaho.gov. If you do not plan on changing any items on your water rights, then no further action is required at this time.

Thank you for your patience, as we have had several water right changes to process. If you have any questions concerning the enclosed information or this letter, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brenda Serrano'.

Brenda Serrano
Technical Records Specialist I
Western Regional Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
DAVID R. TUTHILL, JR., Director

Wednesday, June 14, 2017

COPY

WATER RIGHT HOLDERS

SEE ATTACHED DISTRIBUTION LIST

Re: Notice of Change in Water Right Ownership No: 63-31495

Original: Water Right No. **63-31495**

Split into: Water Right No. 63-34402

Dear Water Right Holders:

The Department has received and processed a Change of Ownership and Assignment of Permit for a portion of your original Water Rights as referenced above. This resulted in a split of the original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is created to represent the portion obtained by the new owners. For your records a poof report and map depicting the place of use (POU) and the point of diversion (POD) for **63-31495** are enclosed. Please refer to your new water right numbers when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

If you have any questions concerning the enclosed information or this letter, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B Serrano'.

Brenda Serrano
Technical Records Specialist I
Western Regional Office

DISTRIBUTION LIST

DENISE R JOHNSON
12828 W LA SALLE ST #100
BOISE, ID 83713-1564

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