

RECEIVED

JUL 31 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
63-32076	Yes ☒	SPLIT INTO 63-34007.			Yes ☐
63-33164	Yes ☒	SPLIT INTO 63-34008.			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 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.

SUPPORT DATA

IN FILE # 63-32076

8. Signature: [Signature] 7-15-2014
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 J. Strange Date 7-31-14 Receipt No. W042383 Receipt Amt. \$200.00
Approved by AS Processed by AS Date 11-19-2014

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 9 th 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

HUKILL, DANIEL

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,



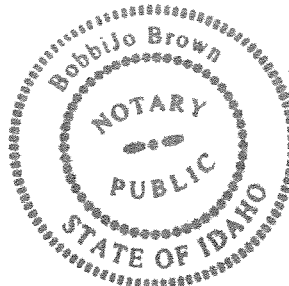
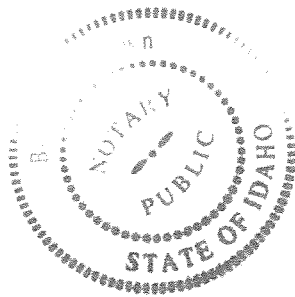
Notary Public for the State of Idaho

County of Canyon

Residing at: Canyon County, Idaho

My Commission Expires:

January 28, 2020



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

Page 1 of 2



00107168201400167030020023

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 RECORD2

\$13.00

DEED

HUKILL, DANIEL

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)

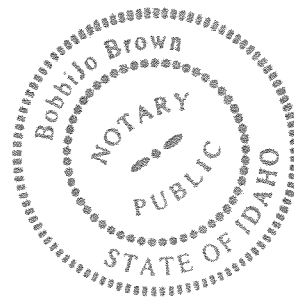
On this 9th day of May, 2014, before me, the undersigned, a Notary Public, in and for said State, personally appeared Daniel M. Hukill and Marcine L. Hukill, known to me, and/or identified to me on the basis of satisfactory evidence, to be the President and Secretary, of the corporation that executed 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





RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



ID# 05082014-1 DATE 5/8/14

LISTING AGENCY Silvercreek Realty Group Office Phone # 208-377-0422 Fax # 208-377-1187
Listing Agent Kelly Kitchens E-Mail LivingIdaho@gmail.com Phone # 208-794-7863
SELLING AGENCY Silvercreek Realty Group Office Phone # 208-377-0422 Fax # 208-377-1187
Selling Agent Kelly Kitchens E-Mail LivingIdaho@gmail.com Phone # 208-794-7863

1. BUYER: Robert Coleman
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS TBD Deer Flat Rd
Nampa City Canyon County, ID, Zip 83686 legally described as:
Lot 1 Block 1 Crystal Lakes Subdivision
OR Legal Description Attached as addendum # n/a (Addendum must accompany original offer.)

2. \$ 60,000.00 PURCHASE PRICE: Sixty Thousand DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

(A) \$.00 EARNEST MONEY: BUYER hereby deposits _____
DOLLARS as Earnest Money evidenced by: ☒ cash ☐ personal check ☐ cashier's check ☐ note (due date): _____
☐ Other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or
☐ upon acceptance by BUYER and SELLER or ☐ other _____
_____ and shall be held by: ☐ Listing Broker ☐ Selling Broker
☐ Other _____ for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: n/a

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF
CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide
SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds
and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement
or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C). \$ _____ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☐ FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,
☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at:
☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

BUYER's Earnest Money may be returned at BUYER'S request.

☐ SECOND LOAN of \$ _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
☐ Other _____

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s) within _____ business days (five [5] if left blank) of SELLER'S
acceptance. Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written
confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds
necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was
required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written
confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably
withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be
returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and
conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is
expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the
PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in
accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

(D). \$ 610.67 ADDITIONAL FINANCIAL TERMS:
☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ 60,610.67 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at
closing. In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the
approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of
escrow shall be adjusted in ☒ Cash ☐ Other: _____

BUYER'S Initials (RC) (_____) Date 5-9-14

SELLER'S Initials (P.H.) (_____) Date 5-9-14

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the
Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Deer Flat RdNampaID#: 05082014-1**4. OTHER TERMS AND/OR CONDITIONS:**

Prorated Taxes estimate = \$8.83 credit to Buyers calculated as follows: (\$25.26 divided by 365 days = .069 cents per day X 128 days)
 Since buyers will be paying all of the first half taxes when due, buyer to receive a credit for the first 128 days of taxes.
 Prorated HOA dues = \$519.50 calculated as follows: (\$800 divided by 365 days = \$2.192 per day X 237 days remaining in year) Buyer
 therefore owes \$510.67 plus \$100 HOA setup fee = \$610.67
 Total amount due at closing is therefore \$60,610.67. Buyer to write two checks: One check for \$60,000 to Crystal Lakes
 Development and another for \$610.67 to Crystal Lakes HOA.

Title to transfer through a quitclaim deed to be recorded by seller.

This sale excludes black tire sprinkler pipe.

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): as specified in CCRs

- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within n/a business days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. **BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

- 1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- 2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
- 3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports.** SELLER shall have n/a business days (three [3] if left blank) in which to **respond in writing.** SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If both parties agree, in writing, as to the items to be corrected by SELLER within n/a business days (five [5] if left blank) of receipt of SELLER's response, then both parties agree that they will continue with the transaction and proceed to closing. **This will remove BUYER'S inspection contingency.**
- 4). If both parties do not come to a consensus as to the disapproved items to be corrected by SELLER within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within n/a business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.
- 5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold

BUYER'S Initials (RC) () Date 5-9-14SELLER'S Initials (D.H) () Date 5-9-14

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Deer Flat Rd Nampa ID#: 05082014-1

SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **Inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). **PRELIMINARY TITLE COMMITMENT:** Prior to closing the transaction, ☐ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 0 business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within 0 business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that n/a shall provide the title policy and preliminary report of commitment. Title Company located at n/a

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 0 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☒ Yes ☐ No ☐ N/A. Association fees/dues are \$ 800.00 per annually. ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of \$ 100.00 and/or PROPERTY TRANSFER FEES of \$.00 at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

BUYER'S Initials (RC) Date 5-9-14

SELLER'S Initials (D.H.) Date 5-9-14

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Deer Flat Rd Nampa ID#: 05082014-1

15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): n/a unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Upon closing SELLER agrees to pay up to EITHER n/a % (N/A if left blank) of the purchase price OR \$ _____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked below.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				8	Environmental Inspection (Phase 1)				8
Long Term Escrow Fees				8	Environmental Inspection (Phase 2)				8
Closing Escrow Fee				8	Environmental Inspection (Phase 3)				8
Survey				8	PERC Test				8
Flood Certification/Tracking Fee				8	Zoning Variance				8
Title Ins. Standard Coverage Owner's Policy				8	Soil(s) Test(s)				8
Title Ins. Extended Coverage Lender's Policy - Mortgage Policy				8	Hazardous Waste Report(s)				8
Additional Title Coverage				8					
Water Rights Transfer Fee				8					
Attorney Contract Preparation or Review Fee				8					

BUYER'S Initials (RC) (_____) Date 5-9-14

SELLER'S Initials (D.H.) (_____) Date 5-9-14

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Deer Flat Rd Nampa ID#: 05082014-1

25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees.

27. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) 5/9/14.
The parties agree that the **CLOSING AGENCY** for this transaction shall be n/a
located at n/a. If a long-term escrow /collection is involved, then the long-term escrow holder shall be n/a.

30. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of n/a.

31. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:

Buyer and seller to sign addendum to CCRS, attached as part of this agreement.

32. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☒ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials (RC) (_____) Date 5-9-14 SELLER'S Initials (D.H.) (_____) Date 5-9-14

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: TBD Deer Flat Rd

Nampa

ID#: 05082014-1

33. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☐ may not be sold, transferred, or otherwise assigned.

34. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 5/9/14 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this Agreement shall be immediately delivered to SELLER.

35. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): (one) (Specify number of BUYER addendum(s) attached.)

BUYER ☐ does ☒ does not currently hold an active Idaho real estate license.

BUYER Signature Robert Coleman BUYER (Print Name) Robert Coleman
 Date 5-9-14 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

BUYER ☐ does ☐ does not currently hold an active Idaho real estate license.

BUYER Signature _____ BUYER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

36. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.

SELLER Signature Daniel M. Hubice SELLER (Print Name) Crystal Lakes Development Co, Inc.
 Date 5-9-14 Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

SELLER ☐ does ☒ does not currently hold an active Idaho real estate license.

SELLER Signature _____ SELLER (Print Name) Crystal Lakes Development Co, Inc.
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ City _____ State _____ Zip _____
 E-Mail _____ Fax # _____

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

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 4 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, 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

2014-016706

RECORDED

05/09/2014 05:00 PM



00107172201400167060040044

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 RECORD2

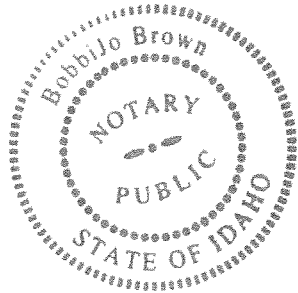
\$19.00

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..

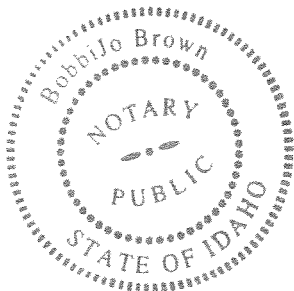


Bobbi Jo Brown
Notary Public for the State of Idaho
County of Canyon
Residing at: Canyon County, Idaho
My Commission Expires: 01/28/2020

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,



Bobbi Jo Brown
Notary Public for the State of Idaho
County of Canyon
Residing at: Canyon County, Idaho
My Commission Expires: 01/28/2020

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 4, 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.

2014-016705

RECORDED

05/09/2014 04:59 PM

Page 1 of 2



00107171201400167050020023

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 RECORD2

\$13.00

DEED

HUKILL, DANIEL

D.H. RC

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)

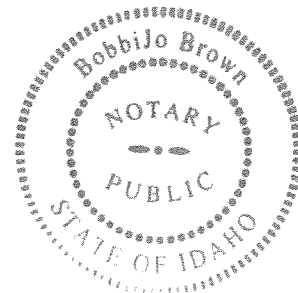
On this 9th day of May, 2014, before me, the undersigned, a Notary Public, in and for said State, personally appeared Daniel M. Hukill and Marcine L. Hukill, known to me, and/or identified to me on the basis of satisfactory evidence, to be the President and Secretary, of the corporation that executed 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

Notary Public: Bobbi Jo Brown

Residing at: Canyon County, Idaho

My Commission Expires: 01/28/2020



REAL ESTATE PURCHASE AND SALE AGREEMENT

BUYER NAME(S) AND ADDRESS:

Robert Coleman

704 13th Ave. South

Nampa, Idaho 83651

Phone: (208) 387-1700

SELLER NAME(S) AND ADDRESS:

Crystal Lake Estates Development Co Inc,

14602 Deerflat Rd

Nampa, Idaho 83686

Phone: (208) 284-4105

Address of Property to be Sold: TBD Quarry Ridge Court

Legal Description of Property to be Sold: 15-2N-3W S E Crystals Estates Phase 1 Lot 4 Block 1

BUYER and SELLER agree to the purchase and sale of the foregoing property on the following terms and conditions:

1. PURCHASE PRICE SHALL BE: One hundred ten thousand Dollars (\$ 110,000.00)

2. FINANCING: No Financing this is a Cash Sale - \$110,000 payable on May 9, 2014

(a) ☐ This contract ☐ IS ☒ IS NOT contingent upon Buyer qualifying for: ☐ FHA ☐ VA ☐ JHA ☐ Conventional loan. Buyer shall pay all points and origination fees which may be necessary to obtain said financing.

(b) ☐ Buyer shall assume and ☐ WILL ☒ WILL NOT be required to qualify for an existing loan of approximately \$ _____ at no more than _____ % per annum, with monthly payments of approximately \$ _____. This contract ☐ IS ☐ IS NOT contingent upon Lender releasing Seller's liability. Buyer shall pay Seller the balance in Seller's loan reserve accounts at closing in addition to the purchase price specified above.

(c) ☐ Seller will carry a ☐ FIRST ☐ SECOND ☐ OTHER loan for \$ _____ payable at \$ _____ per month including interest at _____ % per annum. Said loan shall be secured by a Deed of Trust against the property. The entire remaining balance of principal and interest shall be due and payable on _____ (date) or upon the transfer of any interest in the property by Buyer.

(d) Buyer shall apply for any required loan or assumption within three (3) banking days after this contract is entered and shall make Buyer's best efforts to procure the same.

3. EARNEST MONEY:

(a) Buyer hereby deposits as earnest money, receipt of which is hereby acknowledged, the sum of _____ DOLLARS (\$ _____) in the form of ☐ Cash ☐ Personal Check ☐ Cashier's Check.

(b) All earnest money shall be made payable to and shall be held by _____.

(c) Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event the conditions and contingencies specified herein cannot be met.

4. TITLE INSURANCE & DESIGNATED CLOSING AGENT: Seller to provide Quitclaim Deed and Warranty Deed Title Company shall provide the title commitment and insurance and _____ shall be the closing agent for this transaction.

5. CLOSING: The closing date shall be no later than May 9 2014. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale.

6. POSSESSION: Buyer shall be entitled to possession on May 9 2014. Taxes, insurance premiums, water assessments, rents, interest, reserves, homeowners association dues, and obligations assumed, if any, shall be prorated as of the ☒ closing date ☐ date of possession.

7. COSTS TO BE PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. BUYER and SELLER agree to pay the costs of sale as follows:

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Appraisal	☐	☐	☐	☒	Well Inspection	☐	☐	☐	☒
Closing Agent's Fee	☐	☐	☐	☒	Loan Assumption Fee	☐	☐	☐	☒
Owner's Title Insurance Policy	☐	☐	☐	☒	Long Term Escrow Fee	☐	☐	☐	☒
ALTA Lender's Policy	☐	☐	☐	☒	Seller's Attorney's Fee	☐	☐	☐	☒
Extended Coverage Policy	☐	☐	☐	☒	Buyer's Attorney's Fee	☐	☐	☐	☒
Expanded Coverage Policy	☐	☐	☐	☒	Tax Service Fee	☐	☐	☐	☒
Contract/Document Prep	☐	☐	☐	☒	Flood Certificate	☐	☐	☐	☒
Septic Pump/Inspect	☐	☐	☐	☒	Lender or Code Repairs	☐	☐	☐	☒

Cost of lender or code repairs shall not exceed \$ N/A

8. APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN SALE (in addition to those listed in Section 18 on the back side of this contract): Electrical infrastructure for center fountain located in pump house.

9. ITEMS SPECIFICALLY EXCLUDED FROM SALE: Sprinkler pipe (Black tire)

10. OTHER TERMS, CONTINGENCIES, AND CONDITIONS: Prorated HOA Dues of \$ 517.26 and Initiation assessment to the HOA of \$100.00 for a total of \$617.26 to Crystal Lake Estates HOA

11. This contract ☒ DOES ☐ DOES NOT include an ☒ ADDENDUM and/or ☐ COUNTEROFFER on a separate sheet.

12. ACCEPTANCE. This contract must be signed by all parties no later than May 9, 2014 5 p.m., in order to be binding.

13. TIME IS OF THE ESSENCE IN THIS CONTRACT.

14. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS ON THE BACK OF THIS CONTRACT.

15. DATE: May 9, 2014


BUYER


SELLER

BUYER

SELLER

16. **PROPERTY DISCLOSURE & LEAD PAINT STATEMENTS:** Buyer's signature herein constitutes Buyer's acknowledgment that Buyer has received all required Property Disclosure Statements and Lead Paint Statements (including the EPA brochure, "Protect Your Family From Lead in Your Home") if this home was built prior to 1978 at the time this contract was signed. Buyer understands that said Statements do not constitute warranties of the property's condition.
18. **INCLUDED ITEMS:** Unless excluded in section 9 above, this sale will include all attached floor coverings, attached television antenna, attached plumbing, bathroom, and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling, and heating systems, built-in, slide-in, and drop-in ranges, fuel tanks, irrigation fixtures and equipment, any and all water and water rights, and any and all ditches and ditch rights that are now on or used in connection with the premises.
19. **FHA/VA:** If Buyer is to obtain an FHA or VA loan under Section 2(a), above, it is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposit or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in this contract. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that all items included in sections 8 and 18 are of nominal value, less than \$100.
20. **CONTINGENCY CLAUSE:** If Buyer's offer is contingent upon certain specified conditions occurring, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller may give Buyer three (3) banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three (3) day period, this contract shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies, Buyer shall proceed to purchase the property under the remaining terms and conditions of this contract notwithstanding that the terms of the new offer may have been more or less favorable. Notice shall be considered given and the three (3) days shall commence on the earlier of either personal delivery of notice to the Buyer or two (2) days following the date of certified mailing evidenced by the date stamp on the Buyer's postal service receipt for the mailing. Notice shall expire at midnight on the third banking day after notice. All notices shall be sent to the addresses shown on the front page of this contract. Any waiver of contingencies by the Buyer under this section will be considered a waiver of ALL contingencies, including financing.
21. **TITLE CONVEYANCE:** Title of Seller is to be conveyed to Buyer by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights of way, covenants, and easements established or of record. Any liens, encumbrances, or defects to be discharged by Seller may be paid out of purchase money at the date of closing.
22. **TITLE INSURANCE:** The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances, and defects specified in section 21, above. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title of said premises. Buyer shall have five (5) days from the receipt of the commitment or until 24 hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. It is agreed that, if the title to said premises is not marketable, or cannot be made so within thirty (30) days after Buyer's notice containing a written statement of defects is delivered to the Seller, or if the Seller fails to consummate the same as herein agreed, the entire earnest money shall be returned to the Buyer. The cost of the foregoing title insurance shall be paid in accordance with the provisions of section 7, above.
23. **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home is completed and yet may not be of public record until after the purchase is completed. It is recommended that Buyer talk to a title insurance company about what it offers in the way of extended coverage. In particular, it is recommended that Buyer purchase extended coverage insurance if the premises have been built or remodelled within the last 90 days.
24. **INSPECTION OF PROPERTY:** Buyer hereby acknowledges that Buyer has made an independent examination and inspection of the above described real property and all improvements thereon, is fully aware of the condition of the same, and is not relying on any representation made by Seller as to the condition of said property other than any representations specifically set forth in this contract. Buyer accepts the property in its present condition and waives all claims against Seller based upon the condition of the property. Buyer understands that the attached Property Disclosure Statement is not a warranty of the condition of the property.
25. **RISK OF LOSS:** Prior to the closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this contract shall be voidable at the option of the Buyer. As of the close of escrow, all risk of loss shall pass to the Buyer.
26. **DEFAULT AND ATTORNEY'S FEES:** If all conditions of this contract are met and Buyer neglects or refuses to comply with the terms or any conditions of sale on or before the closing date, or any extensions thereof agreed to in writing between the parties, the earnest money shall be forfeited and Buyer's interest in the premises shall be immediately terminated. All costs of title insurance, escrow fees, attorney's fees, and other expenses directly incurred in connection with this transaction for which Buyer agreed to be responsible and which are or have been incurred shall be paid by Buyer in full. Forfeiture and acceptance by Seller of the earnest money shall not constitute an election of remedy or a waiver of other remedies available to Seller by law. In the event of any default by either party, the prevailing party in any resulting legal action shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief which may be granted.
27. **AGREEMENT BINDING:** This contract shall be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives, successors, and assigns of the respective parties hereto.
28. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, the retransmission of any signed original document, or the retransmission of any signed facsimile transmission shall be the same as the delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.
29. **AMENDMENTS:** This contract may not be amended, modified, altered, or changed except by a further agreement in writing executed by the Buyer and the Seller.
30. **ENTIRE AGREEMENT OF THE PARTIES:** This contract constitutes the whole agreement between the parties and each of the parties certify that the terms of this contract, including all attachments hereto, are true to the best of their knowledge. Any other agreements entered into previously by any of these parties in connection with this transaction are superseded by this contract. No warranties, agreements, covenants, or representations not expressly set forth herein shall be binding upon either party.

D.H.
RC

ADDENDUM TO REAL ESTATE PURCHASE & SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

THIS IS AN ADDENDUM TO THE REAL ESTATE PURCHASE & SALE AGREEMENT BETWEEN

Seller(s) _____
Name: & Address: Crystal Lakes Development Company Inc.
Buyer(s): Robert Coleman
Prop. Address: Lot 4 Block 1 of Crystal Lakes Subdivision Phase 1
Date of Original Offer: May 5, 2014

The parties agree to the following terms and conditions in addition to those set forth in the aforementioned Agreement:

See Addendum Attachment

Seller: Daniel M. Huber Date: 5-9-14 Time: 4:00 AM/PM
Seller: _____ Date: _____ Time: _____ AM/PM
Buyer: Robert Coleman Date: 5-9-14 Time: _____ AM/PM
Buyer: _____ Date: _____ Time: _____ AM/PM

I/we acknowledge receipt of a true signed copy of Buyer's acceptance.

Seller: _____
Seller: _____

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

RC D.H.

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

2011015039

RECORDED

2011 Apr 14 AM 10 52

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY M. Brown

Requestor Stewart Title - Emerald O

Type DEED

Fee \$13.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

③ 2 Pages

stewart
title of boise

11072210 BF/RS

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of April, 2011, between

Stacy M. Coleman, Wife of the Grantee, as GRANTOR(S) and

Robert A. Coleman, Husband of the Grantor as His Sole & Separate Property.
GRANTEE(S)

whose current address is 704 13th Ave. South, Nampa, Id. 83651 .

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 2 and 3, 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.

Parcel Number:

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.

Stacy M. Coleman
Stacy M. Coleman

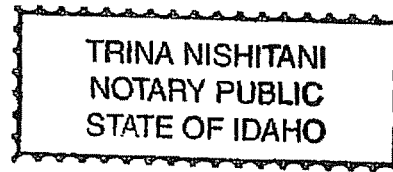
STATE OF Idaho)
) ss.
COUNTY OF Canyon)

On this 13th day of April, 2011, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Stacy M. Coleman** known to me, and or identified to me on the basis of satisfactory evidence, to be the person(s) whose name~~s~~ are subscribed to the within instrument and acknowledged to me that he~~/she~~ they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Trina Nishitani

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



2011015038

RECORDED

2011 Apr 14 AM 10 52

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY M. Brown

Requestor Stewart Title - Emerald O

Type DEED

Fee \$13.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

② 2 pages

stewart
title of boise

11072210 BF/RB

WARRANTY DEED

Corporate

Crystal Lakes Development Co., an 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, ID 83686

Grantor hereby CONVEYS or GRANTS and WARRANTS unto

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

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

the following described premises, to wit:

Lot 2 and 3, 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 hereunto subscribed by its authorized officers, this 13th day of April, 2011.

Crystal Lakes Development Co., an Idaho corporation

By Daniel M. Hukill
Daniel M. Hukill
President

Attest:

Marcine L. Hukill
Marcine L. Hukill
Secretary

STATE OF Idaho)

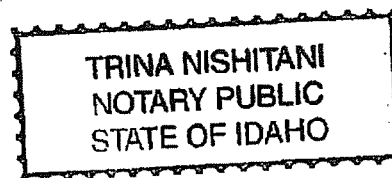
) ss.

COUNTY OF Canyon)

On this 13th day of April, 2011, 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.

Trina Nishitani
Notary Public: Trina Nishitani
Residing at: Caldwell, ID
My Commission Expires: June 28, 2015





WARRANTY DEED

Corporate

Crystal Lakes Development Co., an 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, ID 83686

Grantor hereby CONVEYS or GRANTS and WARRANTS unto

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

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

the following described premises, to wit:

Lot 2 and 3, 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 hereunto subscribed by its authorized officers, this 13th day of April, 2011.

Crystal Lakes Development Co., an Idaho corporation

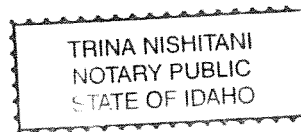
By *Daniel M. Hukill* Attest: *Marcine L. Hukill*
Daniel M. Hukill Marcine L. Hukill
President Secretary

STATE OF Idaho)
) ss.
COUNTY OF Canyon)

On this 13th day of April, 2011, 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.

Trina Nishitani
Notary Public: Trina Nishitani
Residing at: Caldwell, ID
My Commission Expires: June 28, 2015



CRYSTAL LAKES SUBDIVISION PHASE 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 3 WEST, BOISE MERIDIAN,

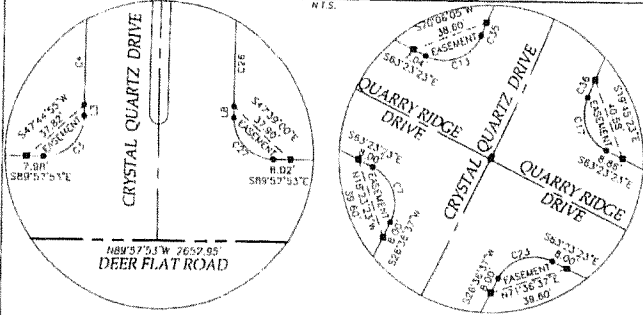
CANYON COUNTY, IDAHO

2007

CURVE	LENGTH	RADIUS	DELTA	CHORD	BRC	CHORD
C1	816.57	1000.00	26.3743°	513.1748'	829.06'	
C2	216.59	843.00	34.5533°	109.0951'	206.68'	
C3	31.43	20.00	80.0000°	4.400000'	78.20'	
C4	102.52	183.00	63.1154°	50.114317'	102.50'	
C5	726.15	1000.00	07.0252°	509.1626'	225.01'	
C6	441.14	1000.00	13.4842°	519.4216'	148.07'	
C7	31.42	20.00	80.0000°	4.400000'	78.20'	
C8	19.84	20.00	26.1503°	38.919122'	120.53'	
C9	145.30	70.00	118.5544°	58.919122'	120.53'	
C10	128.21	70.00	97.2136°	54.919122'	120.53'	
C11	109.33	70.00	86.1247°	50.919122'	120.53'	
C12	19.64	20.00	26.1504°	38.919122'	120.53'	
C13	32.63	20.00	80.0000°	4.400000'	78.20'	
C14	438.63	1000.00	34.2101°	109.0951'	206.68'	
C15	229.86	843.00	34.5533°	109.0951'	206.68'	
C16	216.52	843.00	34.5533°	109.0951'	206.68'	
C17	20.34	20.00	80.0000°	4.400000'	78.20'	
C18	19.31	20.00	26.1504°	38.919122'	120.53'	
C19	138.43	70.00	118.5544°	58.919122'	120.53'	

CURVE	LENGTH	RADIUS	DELTA	CHORD	BRC	CHORD
C20	119.46	70.00	97.4700°	58.919122'	120.53'	
C21	78.46	70.00	64.1312°	53.145512'	74.42'	
C22	19.64	20.00	26.1504°	38.919122'	120.53'	
C23	31.42	20.00	80.0000°	4.400000'	78.20'	
C24	334.23	1000.00	14.0423°	519.342626'	143.85'	
C25	209.71	1000.00	08.4718°	509.083272'	209.59'	
C26	98.44	1000.00	03.1154°	501.345151'	98.43'	
C27	31.40	20.00	80.0000°	4.400000'	78.20'	
C28	7.07	2.00	27.3036°	3.4452292°	7.3341'	
C29	7.07	2.00	80.0000°	4.400000'	78.20'	
C30	7.07	2.00	80.0000°	4.400000'	78.20'	
C31	93.75	1285.00	07.2832°	501.281010'	93.74'	
C32	93.75	1285.00	07.2832°	501.281010'	93.74'	
C33	2.67	4.50	80.0418°	5.4789165°	6.37'	
C34	2.08	4.50	80.0418°	5.4789165°	6.37'	
C35	6.90	815.00	00.7241°	8.6211131°	9.02'	
C36	9.99	815.00	00.7241°	8.6211131°	9.02'	
C37	9.99	815.00	00.7241°	8.6211131°	9.02'	
C38	7.72	1080.00	02.2202°	408.581371°	77.79'	
C39	12.72	1080.00	02.2202°	408.581371°	77.79'	

DETAIL 3
SIGHT TRIANGLE EASEMENTS
NTS



APPROVAL OF SOUTHWEST DISTRICT HEALTH

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED FOR LOTS 1, 2, 4, 5, 6, BLOCK 1 AND LOTS 1, 3, 4, 5, 6, 7, 8, 9, BLOCK 2 SANITARY RESTRICTIONS MAY BE REMOVED, IN ACCORDANCE WITH SECTION 50-1325, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOT 3, BLOCK 1 AND LOT 2, BLOCK 2. NO OWNER SHALL CONSTRUCT ANY BUILDING, UNWELLING OR SHEDS WHICH PREEMPT THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED.

Robert H. Anderson 12/15/09
DISTRICT HEALTH DEPARTMENT HEALTH DATE

APPROVAL OF NAMPA HIGHWAY DISTRICT

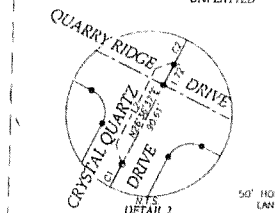
NAMPA HIGHWAY DISTRICT No. 1 DOES HEREBY ACCEPT THIS PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. 50-1312 DATED THE 22 DAY OF NOV 2007.

Robert H. Anderson
CHAIRMAN
James Crockett-Dunsmuir
CLERK

NOTES

1. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A TEN (10') FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT. THE TEN (10') FOOT EASEMENT ALONG DEER FLAT ROAD SHALL ALSO SERVE AS A RIGHT-OF-WAY EASEMENT. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS FROM THE PUBLIC RIGHT-OF-WAY TO EACH LOT.
2. ALL SIDE LOT LINES AND SUBDIVISION EXTERIOR BOUNDARY HAVE A FIVE (5') FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT.
3. THIS PLAT COMPLIES WITH IDAHO CODE 31-3805(h)(1). THE LAND INCLUDED IN THIS PLAT IS OUTSIDE OF AN IRRIGATION DISTRICT AND SHALL BE PROVIDED IRRIGATION WATER THROUGH A COMMUNITY PRESSURIZED IRRIGATION SYSTEM. THE PRESSURIZED IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION. THE PRESSURIZED IRRIGATION SYSTEM HAS BEEN APPROVED BY CANYON COUNTY.
4. THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 PARAGRAPH (1). THE INDIVIDUAL LOTS DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.
5. THE INDIVIDUAL LOTS DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY SANITARY SEWER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.

REMAINDER LANDS
FUTURE PHASE
UNPLATTED



DEER FLAT ROAD
NTS

S. & K. CORNER
CP&F #9835129

POINT OF BEGINNING

RIGHT-OF-WAY TO BE DEDICATED

NTS

NTS

NTS

NTS

NTS

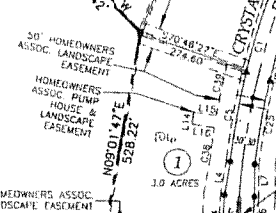
NTS

NTS

NTS

NTS

REMAINDER LANDS
FUTURE PHASE
UNPLATTED



DEER FLAT ROAD
NTS

S. & K. CORNER
CP&F #9835129

POINT OF BEGINNING

RIGHT-OF-WAY TO BE DEDICATED

NTS

NTS

NTS

NTS

NTS

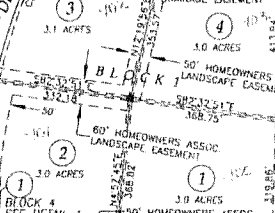
NTS

NTS

NTS

NTS

REMAINDER LANDS
FUTURE PHASE
UNPLATTED



DEER FLAT ROAD
NTS

S. & K. CORNER
CP&F #9835129

POINT OF BEGINNING

RIGHT-OF-WAY TO BE DEDICATED

NTS

NTS

NTS

NTS

NTS

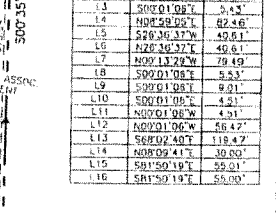
NTS

NTS

NTS

NTS

REMAINDER LANDS
FUTURE PHASE
UNPLATTED



DEER FLAT ROAD
NTS

S. & K. CORNER
CP&F #9835129

POINT OF BEGINNING

RIGHT-OF-WAY TO BE DEDICATED

NTS

NTS

NTS

NTS

NTS

NTS

NTS

NTS

NTS

LINE	BEARING	LENGTH
L1	S07°10'08"E	65.48'
L2	S26°36'37"W	92.33'
L3	S06°01'08"E	3.43'
L4	N08°58'00"E	82.46'
L5	S26°36'37"W	40.61'
L6	N20°36'37"E	40.61'
L7	N09°13'22"W	78.49'
L8	S00°01'08"E	5.83'
L9	S00°01'08"E	9.01'
L10	S00°01'08"E	4.31'
L11	N00°01'08"E	4.31'
L12	N00°01'08"E	56.47'
L13	S06°04'30"E	118.47'
L14	N00°01'08"E	10.00'
L15	S01°50'19"E	55.01'
L16	S01°50'19"E	55.00'

LEGEND

- FOUND 5/8" REBAR
- SET 5/8" REBAR AND PLASTIC CAP
- SET 1/2" REBAR AND PLASTIC CAP
- CALCULATED POINT NOTHING SET
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- ROAD CENTERLINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE AS NOTED



4286 E. Arroyo Ave., Ste. 101 Nampa, Idaho 83687
(208) 468-4801 PHONE (208) 466-4608 FAX
CIVIL ENGINEERING-SURVEYING-PLANNING

CRYSTAL LAKES SUBDIVISION PHASE 1

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS THAT CRYSTAL LAKES DEVELOPMENT CO. IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL BEING A PORTION OF PARCEL "E" AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NUMBER 200681488, CANYON COUNTY RECORDS, SAID PARCEL BEING SITUATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 3 WEST, ROOSE MERIDIAN, CANYON COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF DEER FLAT ROAD NORTH 89°57'53" WEST 863.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE

NORTH 89°57'53" WEST 1090.22 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°02'07" EAST 40.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF SAID DEER FLAT ROAD; THENCE
NORTH 09°01'47" EAST 528.22 FEET; THENCE
NORTH 44°54'32" WEST 307.42 FEET; THENCE
NORTH 63°23'23" WEST 313.71 FEET; THENCE
NORTH 81°05'59" WEST 255.08 FEET; THENCE
NORTH 09°35'48" EAST 432.24 FEET; THENCE
NORTH 68°04'35" WEST 49.71 FEET; THENCE
NORTH 09°03'00" EAST 314.79 FEET; THENCE
NORTH 22°51'41" EAST 172.73 FEET; THENCE
SOUTH 68°45'17" EAST 335.87 FEET; THENCE
SOUTH 65°40'47" EAST 319.05 FEET; THENCE
SOUTH 37°58'03" EAST 300.14 FEET; THENCE
NORTH 85°30'07" EAST 319.87 FEET; THENCE
SOUTH 44°52'16" EAST 100.99 FEET; THENCE
NORTH 86°36'26" EAST 432.07 FEET TO THE EAST LINE OF SAID PARCEL "E"; THENCE ALONG SAID EAST LINE
SOUTH 08°35'42" WEST 1446.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 51.01 ACRES

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ARE HEREBY PERPETUALLY RESERVED. NO PERMANENT STRUCTURE'S ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 PARAGRAPH (1) THE INDIVIDUAL LOTS DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

Daniel M. Hukill
DANIEL M. HUKILL, PRESIDENT
CRYSTAL LAKES DEVELOPMENT CO.

Martine L. Hukill
MARTINE L. HUKILL, SECRETARY
CRYSTAL LAKES DEVELOPMENT CO.

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

ON THIS 13 DAY OF NOVEMBER, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED DANIEL M. HUKILL, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF CRYSTAL LAKES DEVELOPMENT CO., WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CRYSTAL LAKES DEVELOPMENT CO., EXECUTED THE SAME IN SUCH CAPACITY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Cheryl D.
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT NAMPA IDAHO
MY COMMISSION EXPIRES 12-12-12



ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

ON THIS 14 DAY OF NOVEMBER, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED MARCINE L. HUKILL, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY OF CRYSTAL LAKES DEVELOPMENT CO., WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CRYSTAL LAKES DEVELOPMENT CO., EXECUTED THE SAME IN SUCH CAPACITY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Cheryl D.
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT NAMPA IDAHO
MY COMMISSION EXPIRES 12-12-12



APPROVAL OF SOUTHWEST DISTRICT HEALTH

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEO APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEO, THEN SANITARY RESTRICTIONS MAY BE REINSTITUTED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

DISTRICT HEALTH DEPARTMENT-REHS

DATE: _____

APPROVAL OF NAMPA HIGHWAY DISTRICT

NAMPA HIGHWAY DISTRICT No. 1 DOES HEREBY ACCEPT THIS PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. 50-1312.
DATED THE 29 DAY OF Nov, 2007

Ralph S.
CHAIRMAN

Jeffrey Crockett
CLERK

APPROVAL OF PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS 10 DAY OF JANUARY, 2008 BY THE PLANNING AND ZONING COMMISSION OF CANYON COUNTY, IDAHO.

CHAIRMAN

SECRETARY

CERTIFICATE OF COUNTY TREASURER

I, _____ COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, IN ACCORDANCE WITH THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Ingrid Lloyd
COUNTY TREASURER
By: Shay Luma
DATE: 10/24/08

APPROVAL OF COUNTY COMMISSIONERS

THIS PLAT WAS APPROVED DURING A REGULAR MEETING OF THE CANYON COUNTY COMMISSIONERS DATED NOV 5, 2008

David L. L...
CHAIRMAN, CANYON COUNTY BOARD OF COMMISSIONERS

Walt H...
ATTEST: CANYON COUNTY CLERK

DATE: 11-5-08



APPROVAL OF COUNTY SURVEYOR

I, DAVID HOLLAND COUNTY SURVEYOR FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT FOR COMPLIANCE WITH IDAHO CODE RELATING TO PLATS AND SURVEYS.

Darin Hoff
CANYON COUNTY SURVEYOR
DATE: 11/29/07

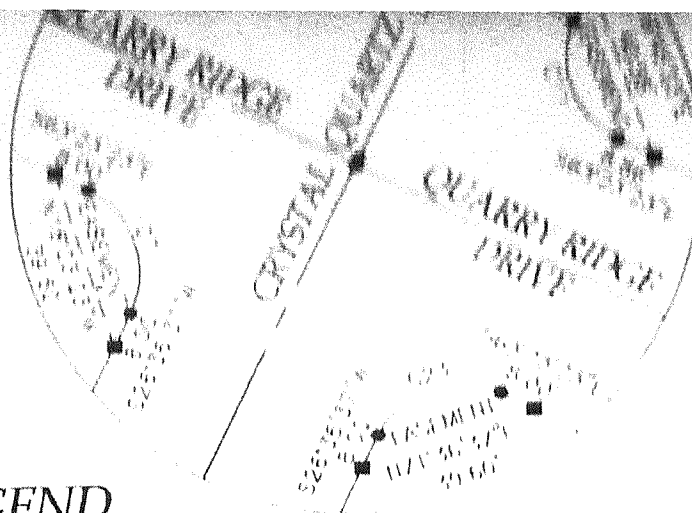
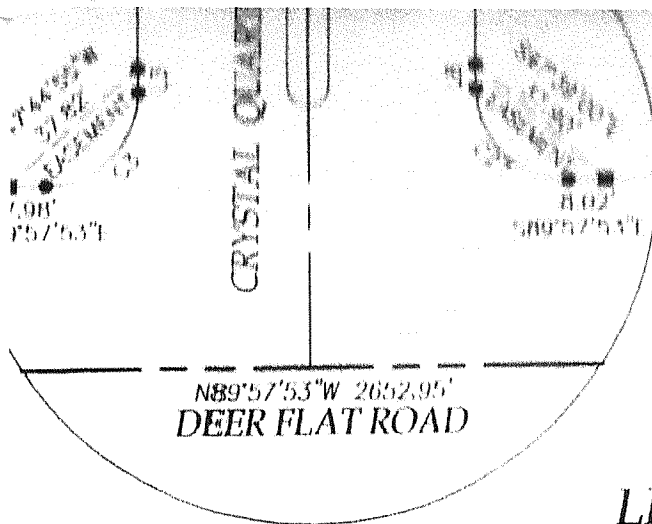
CERTIFICATE OF SURVEYOR

I, LADD F. CLUFF DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH STATE OF IDAHO CODE PERTAINING TO PLATS AND SURVEYS.

LADD F. CLUFF
IDAHO P.L.S. 12460



2285 E. Arley Ave., Ste. 101 Nampa, Idaho 83687
(208) 465.4601 PHONE (208) 466.4608 FAX
CIVIL ENGINEERING-SURVEYING-PLANNING



LEGEND

⊙	FOUND 5/8" REBAR
●	SET 5/8" REBAR AND PLASTIC CAP
▲	SET 1/2" REBAR AND PLASTIC CAP
■	CALCULATED POINT NOTHING SET
9	LOT NUMBER
---	SUBDIVISION BOUNDARY LINE
---	ROAD CENTERLINE
---	LOT LINE
---	SECTION LINE
---	EASEMENT LINE AS NOTED

15
22
S. 1/4 CORNER
CP&F #9835129

NOTES

1. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A TEN (10') FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT. THE TEN (10') FOOT EASEMENT ALONG DEER FLAT ROAD SHALL ALSO SERVE AS A RIGHT-OF-WAY EASEMENT. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS FROM THE PUBLIC RIGHT-OF-WAY TO EACH LOT.

2. ALL SIDE LOT LINES AND SUBDIVISION EXTERIOR BOUNDARY HAVE A FIVE (5') FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE AND IRRIGATION EASEMENT.

3. THIS PLAT COMPILES WITH IDAHO CODE 31-3805(b)(i). THE LAND INCLUDED IN THIS PLAT IS OUTSIDE OF AN IRRIGATION DISTRICT AND SHALL BE PROVIDED IRRIGATION WATER THROUGH A COMMUNITY PRESSURIZED IRRIGATION SYSTEM. THE PRESSURIZED IRRIGATION SYSTEM SHALL BE OWNED AND MAINTAINED BY THE HOME OWNER'S ASSOCIATION. THE PRESSURIZED IRRIGATION SYSTEM HAS BEEN APPROVED BY CANYON COUNTY.

4. THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 PARAGRAPH (1) THE INDIVIDUAL LOT'S DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

5. THE INDIVIDUAL LOTS DESCRIBED IN THE PLAT WILL NOT BE SERVED BY ANY SANITARY SEWER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.

6. LOT 3, BLOCK 1 AND LOTS 2-5, 1100' STREAM EASEMENT PARALLELING THE 500' THE MAINTENANCE OF A LANDSCAPE WITH SURFACE DRIVEWAYS FROM THE PUBLIC TO

7. LOT 1, BLOCK 4 IS A COMMON LOT A

8. ALL PROPERTIES SHOWN ON THIS PLAT AGRICULTURAL OPERATIONS ARE ONGOING PRODUCTION OF CROPS, THE OPERATION ACTIVITIES MAY RESULT IN THE PRODUCTION OF MACHINERY IN THE NIGHTTIME OR ON THIS PLAT ARE PROHIBITED FROM CONDUCTED IN ACCORDANCE WITH TITLE

9. LOT 1, BLOCK 2 AND LOT 2, BLOCK LANDSCAPE EASEMENT PARALLELING THE MAINTENANCE OF A LANDSCAPE. THE 10' DRIVEWAYS FROM THE PUBLIC RIGHT-OF

REMAINING
FUTURE



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 19, 2014

ROBERT A COLEMAN
9064 CRYSTAL QUARTZ DR
NAMPA ID 83686

CRYSTAL LAKES DEVELOPMENT CO
14602 DEER FLAT RD
NAMPA ID 83686

Re: Notice of Change in Water Right Ownership No's: 63-32076 & 63-33164 Split Correction

Original: Water Right No. 63-32076

Split Into: New Water Right No. 63-34007 & Remainder Water Right No. 63-32076

Original: Water Right No. 63-33164

Split Into: Water Right No. 63-34008 & Remainder Water Right No. 63-33164

Dear Water Right Holders:

The Department received and processed a Change of Ownership for portions of the water rights as referenced above. This Change of Ownership required a split of the original water rights. New numbers 63-34007 and 63-34008 were created to represent Robert Coleman's portions of the water rights. The remaining portion of each right owned by Crystal Lakes Development Co. retained the original number, but the quantities were updated to reflect the splits. Proof reports sent out earlier this month did not illustrate the necessary updates to conditions of these rights. The rights' conditions have been updated to reflect the splits and the corrected proof reports are enclosed.

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.

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

Sincerely,

Angela M. Grimm, P.G.
Water Resource Agent, Sr.

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 9, 2014

ROBERT A COLEMAN
9064 CRYSTAL QUARTZ DR
NAMPA ID 83686

Re: Notice of Change in Water Right Ownership No's: 63-32076 & 63-33164

Original: Water Right No. 63-32076

Split Into: Water Right No. **63-34007**

Original: Water Right No. 63-33164

Split Into: Water Right No. **63-34008**

Dear Water Right Holder:

The Department has received and processed a Change of Ownership for a portion of the original Water Right as referenced above. This Change of Ownership required a split of the original water rights. Referenced above are new numbers that have been created to represent your portion of the water rights. Proof reports for **63-34007** and **63-34008** are enclosed.

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 this water right 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 this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. 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 right, then no further action is required at this time.

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

Sincerely,

Rachel Sommer
Administrative Assistant I
Western Regional Office

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 9, 2014

CRYSTAL LAKES DEVELOPMENT CO
14602 DEER FLAT RD
NAMPA ID 83686

Re: Notice of Change in Water Right Ownership No's: 63-32076 & 63-33164

Original: Water Right No. **63-32076**

Split Into: Water Right No. 63-34007

Original: Water Right No. **63-33164**

Split Into: Water Right No. 63-34008

Dear Water Right Holders:

The Department has received and processed a Change of Ownership for your original Water Rights as referenced above. This change of ownership resulted in a split of two of your original water rights.

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. Proof reports for **63-34007** and **63-34008** are enclosed.

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.

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

Sincerely,

Rachel Sommer
Administrative Assistant I
Western Regional Office

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES

12/9/2014

Proof Report

Water Right 63-32076

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CRYSTAL LAKES DEVELOPMENT CO 14602 DEER FLAT RD NAMPA, ID 83686 (208)467-2390
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651
Previous Owner	MARCINE L HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208)467-2390
Previous Owner	DANIEL M HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208) 284-4105

Priority Date: 4/13/1967**Basis:** Decreed**Status:** ActiveSource

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From

03/15

To

11/15

Diversion Rate

0.350 CFS

Volume

83.2 AF

Total Diversion

0.350 CFS

83.2 AF

Source and Point(s) of Diversion

GROUND WATER

NESE

Sec. 15, Twp 02N, Rge 03W, CANYON County

GROUND WATER

SWSE

Sec. 15, Twp 02N, Rge 03W, CANYON County

Place Of Use

IRRIGATION within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15									19.0			19.0	20.0	40.0	39.0	8.8	145.8

Right Acre Limit: 18.5

POU Total Acres: 145.8

Conditions of Approval:

1. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/9/2014

2. T08 Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.
3. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. 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 2/6/2009.
5. X27 This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
6. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
7. 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.
8. F06 The following rights are diverted through points of diversion described above: 63-7825A, 63-7825C, 63-32706, and 63-33164.
9. 004 This right does not grant any right-of-way or easement across the land of another.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES

12/9/2014

Proof Report

02N	03W	15									19.0			19.0	20.0	40.0	39.0	8.8	145.8
-----	-----	----	--	--	--	--	--	--	--	--	------	--	--	------	------	------	------	-----	-------

Right Acre Limit: 91.6

POU Total Acres: 145.8

Conditions of Approval:

1. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. T08 Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.
3. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. 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 2/6/2009.
5. X27 This right is limited to the irrigation of 99.3 acres within the place of use described above in a single irrigation season.
6. This right authorizes diversion to storage of 0.07 cfs and an annual consumptive volume of 12.9 af for aesthetic storage use as replacement of losses caused by evaporation of the two ponds associated with Right 63-32646.
7. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
8. 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.
9. F06 The following rights are diverted through points of diversion described above: 63-7825A, 63-7825C, 63-32706, and 63-33164.
10. 004 This right does not grant any right-of-way or easement across the land of another.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES

12/9/2014

Proof Report

Water Right 63-34007

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROBERT A COLEMAN 9064 CRYSTAL QUARTZ DR NAMPA, ID 83686 (208) 468-3600
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651
Original Owner	DANIEL M HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208) 284-4105
Original Owner	MARCINE L HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208)467-2390
Previous Owner	CRYSTAL LAKES DEVELOPMENT CO 14602 DEER FLAT RD NAMPA, ID 83686 (208)467-2390

Priority Date: 4/13/1967**Basis:** Decreed**Status:** ActiveSource

GROUND WATER

TributaryBeneficial Use

IRRIGATION

From

03/15

To

11/15

Diversion Rate

0.030 CFS

Volume

6.8 AF

Total Diversion

0.030 CFS

6.8 AF

Source and Point(s) of Diversion

GROUND WATER

NESE

Sec. 15, Twp 02N, Rge 03W, CANYON County

GROUND WATER

SWSE

Sec. 15, Twp 02N, Rge 03W, CANYON County

Place Of Use

IRRIGATION within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15															1.0	11.2	12.2

Right Acre Limit: 1.5

POU Total Acres: 12.2

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/9/2014

Conditions of Approval:

1. X27 This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
2. 004 This right does not grant any right-of-way or easement across the land of another.
3. 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 2/6/2009.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
6. 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.
7. T08 Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.
8. F06 The following rights are diverted through points of diversion described above: 63-7825A, 63-7825C, 63-32706, and 63-33164.
9. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES

12/9/2014

Proof Report

Water Right 63-34008

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROBERT A COLEMAN 9064 CRYSTAL QUARTZ DR NAMPA, ID 83686 (208) 468-3600
Original Owner	BRYCE MILLAR RT 7 BOX 7380 NAMPA, ID 83651
Previous Owner	DANIEL M HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208) 284-4105
Previous Owner	MARCINE L HUKILL 8454 LAKE SHORE DR NAMPA, ID 83686-9200 (208)467-2390
Previous Owner	CRYSTAL LAKES DEVELOPMENT CO 14602 DEER FLAT RD NAMPA, ID 83686 (208)467-2390

Priority Date: 4/13/1967**Basis:** Decreed**Status:** Active**Source**

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.150 CFS	34.6 AF
AESTHETIC STORAGE	01/01	12/31		7.4 AF
DIVERSION TO STORAGE	01/01	12/31	0.040 CFS	
	<u>Total Diversion</u>		0.190 CFS	42.0 AF

Source and Point(s) of Diversion

GROUND WATER	NESE	Sec. 15, Twp 02N, Rge 03W, CANYON County
GROUND WATER	SWSE	Sec. 15, Twp 02N, Rge 03W, CANYON County

Place Of Use

IRRIGATION within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15															1.0	11.2	12.2

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

12/9/2014

Right Acre Limit: 7.7
POU Total Acres: 12.2

AESTHETIC STORAGE within CANYON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03W	15																X	

Conditions of Approval:

1. 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 2/6/2009.
2. This right authorizes diversion to storage of 0.07 cfs and an annual consumptive volume of 12.9 af for aesthetic storage use as replacement of losses caused by evaporation of the two ponds associated with Right 63-32646.
3. X27 This right is limited to the irrigation of 99.3 acres within the place of use described above in a single irrigation season.
4. 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
5. 004 This right does not grant any right-of-way or easement across the land of another.
6. F06 The following rights are diverted through points of diversion described above: 63-7825A, 63-7825C, 63-32706, and 63-33164.
7. 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.
8. 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 may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of Transfer 71840 is cause for the Director to rescind approval of the transfer.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

MEMORANDUM

TO: 63-32076, 63-33164, and 63-32646 files

FROM: Angela Grimm 

DATE: May 30, 2014 *Revised 11/19/14

RE: Calculations of Water Rights Splits for Pending Ownership Change 63-32076 and 63-33164

Robert Coleman called IDWR to inquiry as to what water rights are appurtenant to his property (Lots 1 thru 4 Blk 1 Crystal Lakes Phase 1) in the S ½ SE Section 15 T2N R3W. The following summarizes the splits associated with rights 63-32076 and 63-33164, portions of which are appurtenant to the Coleman property.

Irrigation use parent rights 63-32076 and 63-33164:

63-32076: 0.38 cfs / 90.0 afa / 20 ac (158 ac PPU)

63-33164: 1.90 cfs / 446.8 afa / 99.3 ac (158 ac PPU)

63-32076 + 63-33164: No combined limit (rights are not staked), but share common PPU.

Diversion rate per acre calculation for irrigation use:

63-32076: $0.38 \text{ cfs} \div 20 \text{ ac} \approx 0.019 \text{ cfs/ac}$

63-33164: $1.90 \text{ cfs} \div 99.3 \text{ ac} \approx 0.019 \text{ cfs/ac}$

Volume per acre calculation for irrigation use:

63-32076: $90.0 \text{ afa} \div 20 \text{ ac} = 4.5 \text{ afa/ac}$

63-33164: $446.8 \text{ afa} \div 99.3 \text{ ac} \approx 4.5 \text{ afa/ac}$

63-32076 Split:

Coleman = $(12.2 \text{ ac} / 158.0 \text{ ac PPU}) \times 20 \text{ irrigated ac} \approx \mathbf{1.5 \text{ irrigated ac}}$

=> $(0.38 \text{ cfs} \div 20 \text{ ac}) \times 1.5 \text{ ac} = \mathbf{0.03 \text{ cfs}}$ [$0.03 \text{ cfs} \div 1.5 \text{ ac} \approx 0.019 \text{ cfs/ac}$]

=> $(90.0 \text{ afa} \div 20 \text{ ac}) \times 1.5 \text{ ac} = \mathbf{6.8 \text{ afa}}$ [$6.8 \text{ afa} \div 1.5 \text{ ac} \approx 4.5 \text{ afa/ac}$]

Crystal Lakes Development Co (remainder) = $20.0 \text{ irrigated ac} - 1.5 \text{ irrigated ac}$
(Coleman) = **18.5 irrigated ac**

=> $(0.38 \text{ cfs} \div 20 \text{ ac}) \times 18.5 \text{ ac} = \mathbf{0.35 \text{ cfs}}$ ($0.38 \text{ cfs} - 0.03 \text{ cfs} = 0.35 \text{ cfs}$)
[$0.35 \text{ cfs} \div 18.5 \text{ ac} \approx 0.019 \text{ cfs/ac}$]

=> $(90.0 \text{ afa} \div 20 \text{ ac}) \times 18.5 \text{ ac} = \mathbf{83.2 \text{ afa}}$ ($90.0 \text{ afa} - 6.8 \text{ afa} = 83.2 \text{ afa}$)
[$83.2 \text{ afa} \div 18.5 \text{ ac} \approx 4.5 \text{ afa/ac}$]

63-33164 Irrigation Use Split:

Coleman = $(12.2 \text{ ac} / 158.0 \text{ ac PPU}) \times 99.3 \text{ irrigated ac} \approx \mathbf{7.7 \text{ irrigated ac}}$

=> $(1.90 \text{ cfs} \div 99.3 \text{ ac}) \times 7.7 \text{ ac} = \mathbf{0.15 \text{ cfs}}$ [$0.15 \text{ cfs} \div 7.7 \text{ ac} \approx 0.019 \text{ cfs/ac}$]

=> $(446.8 \text{ afa} \div 99.3 \text{ ac}) \times 7.7 \text{ ac} = \mathbf{34.6 \text{ afa}}$ [$34.6 \text{ afa} \div 7.7 \text{ ac} \approx 4.5 \text{ afa/ac}$]

Crystal Lakes Development Co (remainder) = 99.3 irrigated ac – 7.7 irrigated ac (Coleman) = **91.6 irrigated ac**
 $\Rightarrow (1.9 \text{ cfs} \div 99.3 \text{ ac}) \times 91.6 \text{ ac} = \mathbf{1.75 \text{ cfs}}$ ($1.90 \text{ cfs} - 0.15 \text{ cfs} = 1.75 \text{ cfs}$)
 $[1.75 \text{ cfs} \div 91.6 \text{ ac} \approx 0.019 \text{ cfs/ac}]$
 $\Rightarrow (446.8 \text{ afa} \div 99.3 \text{ ac}) \times 91.6 \text{ ac} = \mathbf{412.2 \text{ afa}}$ ($446.8 \text{ afa} - 34.6 \text{ afa} = 412.2 \text{ afa}$)
 $[412.2 \text{ afa} \div 91.6 \text{ ac} \approx 4.5 \text{ afa/ac}]$

***63-33164 Diversion to Storage & Aesthetic Storage Use Split:**

Coleman $\approx 4.6 \text{ ac}$ of total 7.4 ac proposed ponds surface area = $4.6 \div 7.4 \approx 62\%$

Diversion to Storage = 62% of $0.07 \text{ cfs} = \mathbf{0.04 \text{ cfs}}$

Aesthetic Storage = 62% of $12.9 \text{ afa} = \mathbf{8.0 \text{ afa}}$

Crystal Lakes Development Co (remainder) = $100\% - 62\%$ (Coleman) = 38%

Diversion to Storage: 38% of $0.07 \text{ cfs} = \mathbf{0.03 \text{ cfs}}$ ($0.07 \text{ cfs} - 0.04 \text{ cfs} = 0.03 \text{ cfs}$)

Aesthetic Storage: 38% of $12.9 \text{ afa} = \mathbf{4.9 \text{ afa}}$ ($12.9 \text{ afa} - 8.0 \text{ afa} = 4.9 \text{ afa}$)

Of the 12.2 acres purchased by Mr. Coleman, approximately 11.2 acres are within the SE SE and 1.0 acres are within the SW SE of Section 15 T2N R3W. The irrigation place of use for the Coleman portions of the rights above should be described as such.

Consequently, the remaining 145.8 acres of the Crystal Lakes Development portions of the rights should be described as follows: 19.0 ac NESW, 19.0 ac SESW, 20.0 ac NESE, 40.0 ac NWSE, 39.0 ac SWSE, and 8.8 ac SESE of Section 15 T2N R3W.

In summary, Mr. Coleman will have portions of water rights 63-32076 and 63-33164 authorizing irrigation of 9.2 acres total within his 12.2 acre property and diversion of 8.0 afa at a rate of 0.04 cfs into his pond for evaporative losses. Mr. Coleman is in the process of having a portion of permit 63-32646 assigned to him authorizing diversion of up to 80.6 afa at a rate up to 3.35 cfs to fill the capacity of his pond.

Calculations above are based on the premise that Mr. Coleman owns 12.2 acres. Mr. Coleman indicated during several phone conversations that he owns Lots 1, 2, 3 and 4 of Blk 1 in Crystal Lakes Subdivision Phase 1. Canyon County tax lot data indicates these four lots total 12.2 acres. Actual splits of water rights should be adjusted as needed upon evaluation of property ownership documentation once the Notice of Change in Water Right Ownership is filed.

* When ownership change split of 63-33164 completed (11/19/14), quantity for Mr. Coleman was based on his ownership of $\sim 57\%$ of the total pond surface area of the both ponds as shown on 2013 aerial photo. Therefore, Mr. Coleman was given 0.04 cfs & 7.4 afa for diversion to storage and aesthetic storage respectively. These quantities were also described in the 9/11/14 letter to Mr. Coleman (split portion) & Mr. Hukill of Crystal Lakes Development Co. (remainder portion).



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 11, 2014

ROBERT COLEMAN
9064 CRYSTAL QUARTZ DR
NAMPA ID 83686

DAN HUKILL
CRYSTAL LAKES DEVELOPMENT CO
14600 DEER FLAT RD
NAMPA ID 83686

RE: Ownership Change Water Rights 63-32076 & 63-33164

Dear Robert & Dan,

The Idaho Department of Water Resources (IDWR) is processing a Notice of Change in Water Right Ownership filed by Robert Coleman for portions of water rights 63-32076 and 63-33164 (Ownership Change). I've discussed this Ownership Change with both of you at length. Consequently, I wanted to notify each of you regarding IDWR's interpretation of the Ownership Change conveyance documentation submitted along with our intent for processing the Ownership Change request.

Based on the conveyance documentation submitted, it is IDWR's interpretation that Mr. Coleman owns a portion of water rights 63-32076 and 63-33164 appurtenant to his property Lots 1 thru 4, Block 1 of Crystal Lakes Subdivision Phase 1 as follows:

63-32076: Coleman => 0.03 cfs 6.8 afa for irrigation 1.5 ac (within 12.2 ac)

Remainder => 0.35 cfs 83.2 afa irrigation 18.5 ac (within 145.8 ac)

63-33164: Coleman => 0.15 cfs 34.6 afa for irrigation 7.7 ac (within 12.2 ac)

=> 0.04 cfs 7.4 afa for diversion to storage & aesthetic storage (evaporative losses associated with east pond). Coleman pond surface area is roughly 57% total pond surface area of both ponds combined.

Remainder => 1.75 cfs 412.2 afa for irrigation 91.6 ac (within 145.8 ac)

=> 0.03 cfs 5.5 afa for diversion to storage & aesthetic storage (evaporative losses associated with west pond).

IDWR acknowledges it is our understanding Mr. Hukill desires to keep the water rights for this subdivision as they are now with ownership to be conveyed to a subdivision home owner's association (HOA). Generally speaking, IDWR encourages subdivisions to maintain their irrigation rights under ownership of a HOA without splitting portions of rights into each individual lot owners' name. However, being Mr. Coleman has submitted this Ownership Change and being unable to find anything in the conveyance documentation withholding ownership of the water rights from the property, IDWR is inclined to split the water rights and record the change in ownership as outline above.

Robert Coleman & Dan Hukill
September 11, 2014
Page 2 of 2

With this letter I'd like to extend an opportunity to submit any additional conveyance documentation you feel necessary before completing the Ownership Change. It is IDWR's duty to interpret the conveyance documentation provided and update the water right records accordingly. It is possible IDWR has not been provided all of the conveyance documentation associated with the property and/or our interpretation is incorrect. IDWR believes Mr. Coleman submitted sufficient documentation to allow for completion of the Ownership Change. However, Mr. Hukill is granted sixty (60) days within which to submit any additional conveyance documentation relevant to this matter. It may be necessary for a legal opinion from a property and/or water rights attorney be submitted with the additional documentation.

If you have any additional questions or concerns please feel free to call me at 208-334-2190. If I do not receive a response within the next **sixty (60) days**, processing of the Ownership Change will proceed as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela M. Grimm". The signature is fluid and cursive, with a large, sweeping loop at the end.

Angela M. Grimm, P.G.
Water Resource Agent, Sr.