

DE✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 29 2011

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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?
PD 63-257	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Hoff Companies
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Settlers Irrigation District
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
- 1910 North Garden Street
- Mailing address
- Boise ID 83706
- City State ZIP
- (208) 344-2471 nathan@settlersirrigation.org
- 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: August 3, 2011
6. 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.

7. Signature: Nathan Draper Nathan Draper Manager 8-22-11
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 Jmh Date 8-29-11 Receipt No. W039574 Receipt Amt. 25.00
Approved by _____ Processed by Jmh Date 8-31-11

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 3rd day of August, 2011, by and between Hoff Companies, Inc., an Idaho corporation (the "Seller") and Settlers Irrigation District, an Idaho irrigation district, (the "Buyer"). In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns licensed and decreed water right no. 63-257, more particularly described on Exhibit A. Water right no. 63-257 is appurtenant to 23 acres in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ (the place of use for 63-257) in Section 20, T4N, R1E, Boise Meridian in Ada County (the "Property").
2. Seller desires to sell to Buyer the entirety of water right no. 63-257 (the "Water Right").
3. Buyer desires to purchase the Water Right.
4. Buyer acknowledges that the residential lot located at 7885 North Vue Estates Road, Meridian, Idaho 83646 (parcel number R1472050600) currently owned by Brian and Karen Hoff ("Hoff Residence") is within the Settlers Irrigation District service area.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell the Water Right to Buyer, and Buyer agrees to purchase the same.

5. Purchase Price. The Purchase Price for the Water Right is twenty thousand dollars (\$20,000.00). This amount will be paid to Buyer in two payments. Buyer shall pay Seller the first payment of two thousand five hundred dollars (\$2,500.00) upon Buyer's execution of this Agreement. This payment shall be refunded to Buyer if Seller fails to fully cooperate with Buyer in the Idaho Code Section 42-222 proceeding regarding the Water Right or the Idaho Department of Water Resources Change of Ownership process which Buyer initiates after execution of this Agreement by the parties. Buyer will deposit the second payment of seventeen thousand five hundred dollars (\$17,500.00) in escrow with Alliance Title upon Buyer's execution of this Agreement. This amount shall be paid to Seller upon Buyer's presentation to Alliance Title and Seller of written confirmation that the Idaho Code Section 42-222 proceeding regarding the Water Right and any judicial appeals have concluded to Buyer's satisfaction ("Written Confirmation"). If Buyer fails to present said Written Confirmation within forty-eight (48) months of the date of Buyer's execution of this Agreement, the escrowed amount shall be released to Buyer and Seller shall have no claim thereto. All closing, escrow, and recording fees will be paid by the Buyer.
6. Buyer Responsible for Change in Ownership. Within thirty (30) days after Buyer's execution of this Agreement, Buyer shall file, with the Idaho Department of Water Resources ("Department"), a Notice of Change in Ownership of a Water Right ("Ownership Change").



WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 3~~2~~ day of August, 2011, by and between Hoff Companies, Inc., an Idaho corporation (the "Seller") and Settlers Irrigation District, an Idaho irrigation district, (the "Buyer"). In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns licensed and decreed ground water right no. 63-257, more particularly described on Exhibit A. Water right no. 63-257 is appurtenant to 23 acres in the NW¼ of the SE¼ (the place of use for 63-257) in Section 20, T4N, R1E, Boise Meridian in Ada County (the "Property").
2. Seller desires to sell to Buyer the entirety of water right no. 63-257 (the "Water Right").
3. Buyer desires to purchase the Water Right.
4. Buyer acknowledges that the residential lot located at 7885 North Vue Estates Road, Meridian, Idaho 83646 (parcel number R1472050600) currently owned by Brian and Karen Hoff ("Hoff Residence") is within the Settlers Irrigation District service area.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell the Water Right to Buyer, and Buyer agrees to purchase the same.

5. Purchase Price. The Purchase Price for the Water Right is twenty thousand dollars (\$20,000.00). This amount will be paid to Buyer in two payments. Buyer shall pay Seller the first payment of two thousand five hundred dollars (\$2,500.00) upon Buyer's execution of this Agreement. This payment shall be refunded to Buyer if Seller fails to fully cooperate with Buyer in the Idaho Code Section 42-222 proceeding regarding the Water Right or the Idaho Department of Water Resources Change of Ownership process which Buyer initiates after execution of this Agreement by the parties. Buyer will deposit the second payment of seventeen thousand five hundred dollars (\$17,500.00) in escrow with Alliance Title upon Buyer's execution of this Agreement. This amount shall be paid to Seller upon Buyer's presentation to Alliance Title and Seller of written confirmation that the Idaho Code Section 42-222 proceeding regarding the Water Right and any judicial appeals have concluded to Buyer's satisfaction ("Written Confirmation"). If Buyer fails to present said Written Confirmation within forty-eight (48) months of the date of Buyer's execution of this Agreement, the escrowed amount shall be released to Buyer and Seller shall have no claim thereto. All closing, escrow, and recording fees will be paid by the Buyer.
6. Buyer Responsible for Change in Ownership. Within thirty (30) days after Buyer's execution of this Agreement, Buyer shall file, with the Idaho Department of Water Resources ("Department"), a Notice of Change in Ownership of a Water Right ("Ownership Change").

7. Seller's Cooperation. Seller agrees to fully cooperate with Buyer in its efforts to obtain successful completion of the Idaho Code Section 42-222 proceedings (including any judicial appeals) regarding the Water Right. Seller also agrees to fully cooperate with Buyer in the Idaho Department of Water Resources Change of Ownership proceedings.

8. Warranty Deed in Escrow. On the date of Buyer's execution of this Agreement, Seller shall present to Alliance Title an executed and acknowledged Water Right Warranty Deed ("Deed") in the form of the specimen attached to this Agreement as Exhibit B.

The Deed shall be held in escrow and shall be delivered to Buyer by Alliance Title immediately after Buyer has presented to Seller and Alliance Title the Written Confirmation and the second payment of seventeen thousand five hundred dollars (\$17,500.00) has been paid to Seller from the Alliance Title escrow.

If the Written Confirmation has not been presented to Seller and Alliance Title by Buyer within forty-eight (48) months of the date of Buyer's execution of this Agreement, the Warranty Deed shall be released from escrow to Seller and the escrowed amount shall be released to Buyer. Seller shall be entitled to retain the first payment of two thousand five hundred dollars (\$2,500.00) if these conditions arise.

9. Delivery of Water. Settlers Irrigation District agrees to allow the Zinger Lateral to divert an additional four (4) miner's inches of water from Settler's main canal for use on the Hoff Residence parcel for irrigation purposes. Settlers will assess Hoff Residence parcel beginning in the 2012 irrigation season.

10. Representations and Warranties.

a. Seller hereby represents and warrants that:

i. The Property no longer will be irrigated by the Water Right after the date of this Agreement;

ii. Seller is the owner of the Water Right and has not transferred, conveyed, mortgaged, or pledged the Water Right to any other person or entity;

iii. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;

iv. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;

v. The Water Right has been decreed by means of a partial decree in the Snake River Basin Adjudication and;

b. Buyer hereby represents and warrants that:

i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and

ii. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

11. Remedies on Default. If either party breaches this Agreement, the non-breaching party shall be entitled to all remedies available at law or in equity.

12. Notices:

Seller:	Hoff Companies, Inc. 1840 N. Lakes Ave. Meridian, ID 83646
Buyer:	Settlers Irrigation District P.O. Box 7571 Boise, ID 83707

13. General Provisions.

a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

b. No modification, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

c. If either party commences litigation for the judicial interpretation or enforcement of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

d. All obligations referred to herein that are to be performed, or may be performed, after Closing, and all representations and warranties contained herein, shall survive the Closing and delivery of Seller's Water Right Warranty Deed and Assignment.

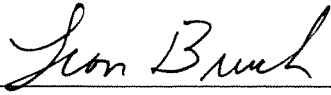
e. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.

f. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties' address as stated above unless such party shall have directed in writing that notice be sent to a different address.

g. This Agreement may be executed in counterparts.

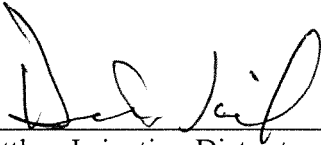
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the date set forth above.

SELLER:



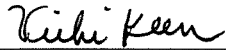
Leon Bruch, CFO
Hoff Companies, Inc.

BUYER:



Settlers Irrigation District
By: David Vail, Its President

Attest:

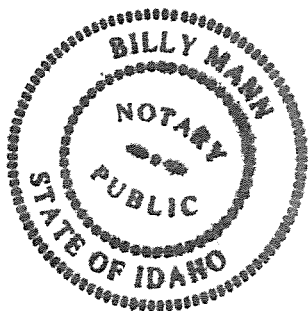


Vicki Keen, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of August, 2011, before me
Leon Bruch, personally appeared **LEON BRUCH** known or identified to me
(or proved to me on the oath of _____) to be the CFO, of **HOFF**
COMPANIES, INC., the corporation that executed the instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

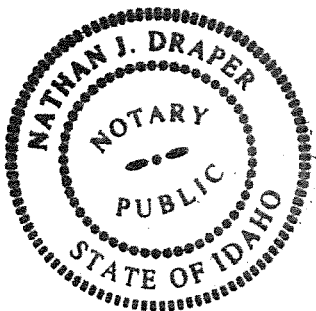


Billy Mann
NOTARY PUBLIC FOR IDAHO
Residing at Ada County 1216 W. Conshaw Lane ID
My Commission Expires 3/19/2015

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of August, 2011, before me, the undersigned Notary Public in and for the said state, personally appeared **DAVE VAIL**, known or identified to me to be the President of **SETTLERS IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **SETTLERS IRRIGATION DISTRICT**, and acknowledged to me that **SETTLERS IRRIGATION DISTRICT** executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

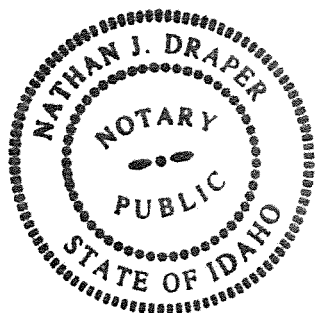



NOTARY PUBLIC FOR IDAHO
Residing at BOISE, ID.
My Commission Expires 10-6-2015

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of August, 2011, before me, the undersigned Notary Public in and for the said state, personally appeared **VICKI KEEN**, known or identified to me to be the Secretary of **SETTLERS IRRIGATION DISTRICT**, the person who executed the instrument on behalf of **SETTLERS IRRIGATION DISTRICT**, and acknowledged to me that **SETTLERS IRRIGATION DISTRICT** executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC FOR IDAHO
Residing at BOISE, ID.
My Commission Expires 10-6-2015

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 63-00257

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

FEB - 3 2009

By

Clerk

Deputy Clerk

NAME AND ADDRESS:

HOFF COMPANIES
1840 N LAKES AVE
MERIDIAN, ID 83646

SOURCE:

BOISE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY:

1.00 CFS.

This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE:

04/01/1883

POINT OF DIVERSION:

T03N R02E S09 LOT 7 (SWNE) Within Ada County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

Irrigation

03-01 TO 11-15

1.00 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoirs dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

Irrigation

Within Ada County

T04N R01E S20

NWSE 23.0

23.0 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT

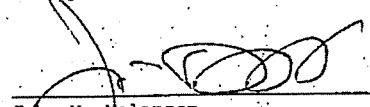
SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication