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JAN 23 2003
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 63-10306					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Floyd Chandler 1760 E. Victory Rd. Meridian Id. 83642
Yvonne Chandler
4. New Owner/Claimant(s) Todd Johnson
Name Connector (Check one) ☐ and, ☐ or, ☐ and/or
- New Mailing Address 106 Johnson Creek Road
- City, State and ZIP Code Boise Id. 83716
- New Telephone Number (208) 392-4386

5. Date you acquired the property

10/28/07

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Todd Johnson

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

 Received by Jmh
 Received by Jmh
 Processed by Jmh AJ

 Date 1-23-08
 Date 1-23-08
 Date

 Receipt Amt. \$25.⁰⁰
 Receipt No. W036099
 WR Jmh
Date 1-24-08

70555916 AK

AT-5000739402

WARRANTY DEED

For Value Received Floyd Chandler and Yvonne Chandler, husband and wife
who acquired title as Floyd J. Chandler
the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Todd Johnson, a single person

the grantee, whose current address is ^{106 J} ~~144~~ Johnson Creek Rd, Boise, ID 83716

the following described premises, to wit:

Lot 115 of Clear Creek Estates Subdivision No. 7, recorded as Instrument No. 75759, Official
Records of Boise County, Idaho

Parcel Number:

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.

Dated this 28th day of September, 2007.

Floyd Chandler
Floyd Chandler

Yvonne Chandler
Yvonne Chandler

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 28th day of September, 2007, before me, the undersigned, a Notary Public, in and for
said State, personally appeared Floyd Chandler and Yvonne Chandler known to me, and/or
identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.

Josh Stafford
Notary Public: ~~Gina Knowles~~ JOSH STAFFORD
Residing at: Boise
My commission expires ~~August 12, 2011~~ 6/16/11

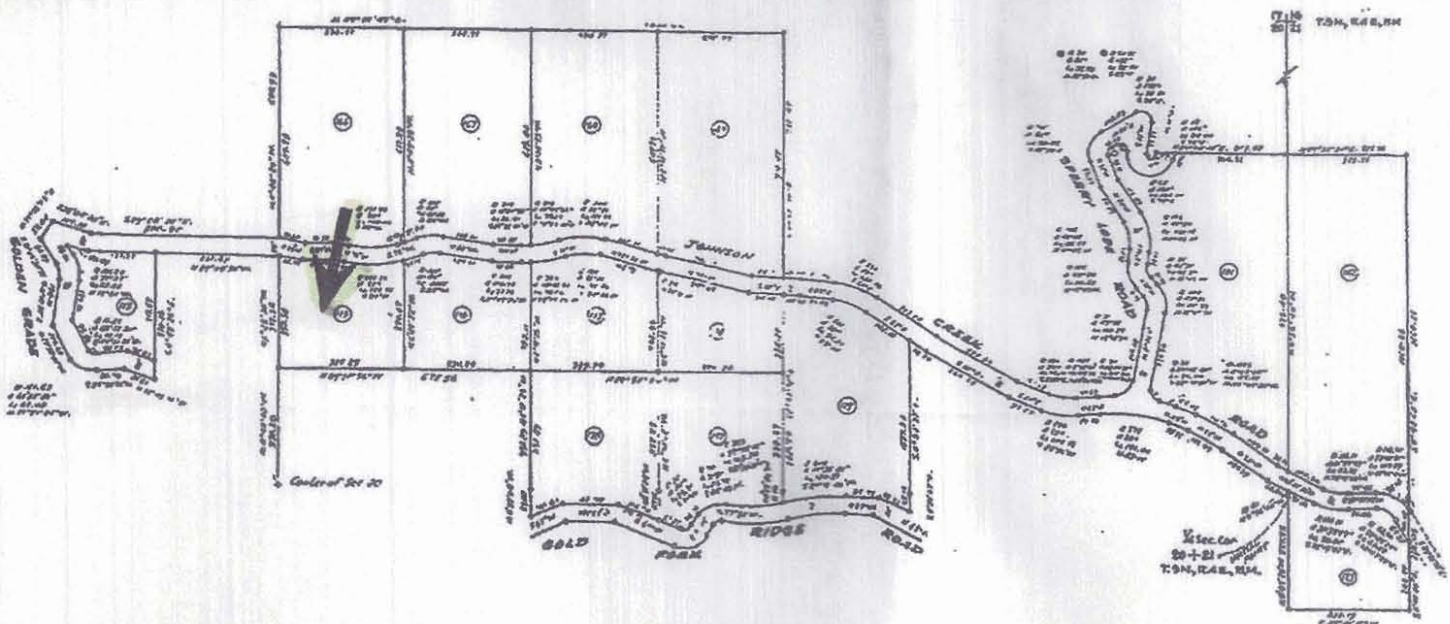


CLEAR CREEK ESTATES SUBDIVISION NO. 7

SITUATE IN SECTIONS 20 & 21, T.3N, R.4E, Boise Meridian
BOISE COUNTY, IDAHO

THIS MAP IS FURNISHED AS AN ACCOMMODATION,
STRICTLY FOR THE PURPOSES OF GENERALLY
LOCATING THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE, AREA OR ANY
OTHER FACTS RELATED TO THE LAND SHOWN
THEREON.

While this map is a photographic reproduction of that on
file in either the recorder's or surveyor's office, the
company assumes no liability for variation, if any, with
another or re-survey.



SCHEDULE A

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252-2029

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
5000739402DBD	O-9301-000471488	September 28, 2007 At 3:11PM	\$150,000.00	\$755.00

Endorsements Nos.: Premium: \$
Address Reference: 114 Johnson Creek Rd., Boise, ID 83716

1. Name of Insured:

Todd Johnson, a single person

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Todd Johnson, a single person

4. The Land referred to in this policy is described as follows:

Lot 115 of Clear Creek Estates Subdivision No. 7, recorded as Instrument No. 75759, Official Records of Boise County, Idaho.

END OF SCHEDULE A

PROPERTY-BY-OWNER™ REAL ESTATE PURCHASE CONTRACT

SELLER NAME(S), ADDRESS, & TELEPHONE NOS.:

Floyd J. Chandler
1715 W. FLAMINGO
NAMPA ID 83716

Home: _____ Fax: _____

Office: _____

Cell: _____

Address of Property to be Sold: 114 Johnson Creek Road Boise ID 83716Legal Description of Property to be Sold: T5N R4E Clear Creek Estates 7 LOT 115 SEC 20

BUYER NAME(S), ADDRESS, & TELEPHONE NOS.:

Todd Johnson
106 Johnson Crk Rd.
Boise ID 83716

Home: (208) 392-4386 Fax: (208) 392-4386Office: 387-5426 Office: _____Cell: 540-520-6310 Cell: _____

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 and Fifty thousand and 00/100 DOLLARS \$ 150,000.00

2. FINANCING (Leave Options Which Do Not Apply Blank):

(a) ☐ This contract is contingent upon Buyer qualifying for an: ☐ FHA ☐ VA ☐ IHA ☒ Conventional loan. Buyer shall apply for the required loan within three (3) banking days after this contract is entered and shall make Buyer's best efforts to procure the same. Buyer shall provide Seller with a conditional letter of loan approval within five (5) banking days after this contract is entered.

(b) ☐ Buyer shall assume and will be required to qualify for an existing loan of approximately \$ _____ at no more than _____ % per annum, with monthly payments of approximately \$ _____. This contract is 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. Buyer shall apply for the required assumption within three (3) banking days after this contract is entered. Any loan assumption fees will be paid by Buyer.

(c) ☐ Seller will carry a 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 any transfer of an interest in the property. Any payment 15 days late will be charged a penalty equal to 5% of the amount of the late payment. All long term escrow fees shall be paid by Buyer.

3. EARNEST MONEY: Buyer hereby deposits with Floyd Chandler earnest money in the amount of \$ 100.00. Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event any of the conditions or contingencies specified in this contract cannot be met. The earnest money check shall immediately be cashed by the holder unless other arrangements are made in writing.

4. TITLE INSURANCE & DESIGNATED CLOSING AGENT: _____ Title Company shall handle the escrow and provide the title insurance for this sale and _____ shall act as the closing agent.

5. CLOSING: The closing date shall be no later than Oct 31, 2007. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale. Any extension of the closing date must be in writing.

6. POSSESSION: Buyer shall be entitled to possession on _____ Taxes, water assessments, rents, interest, homeowners association dues, and obligations assumed, if any, shall be prorated as of the closing date. Buyer shall pay for the cost of any homeowner association transfer fee.

7. CLOSING COSTS:

(a) LOAN COSTS: Buyer shall pay all points, loan origination, funding, loan review, administration, application review, underwriting, and/or processing fees, tax and insurance impounds, and other loan costs which may be necessary to obtain Buyer's financing. Loan related costs and expenses shall not be regarded as Escrow Closing Costs unless itemized in subsection 7(b), below.

(b) ESCROW CLOSING COSTS: Buyer and Seller agree to divide the escrow closing costs as follows:

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Appraisal Fee	☐	☐	☒	☐	Lender's Tax Service Fee	☒	☐	☐	☐
Closing Agent's Fee	☐	☐	☒	☐	Lender's Flood Certificate	☒	☐	☐	☐
Owner's Title Insurance Policy	☐	☒	☐	☐	Reconveyance Fee	☒	☐	☐	☐
Lender's Title Insurance Policy	☒	☐	☐	☐	Recording Fees	☒	☐	☐	☐
Lender's Document Prep. Fee	☒	☐	☐	☐	Well Inspection	☐	☐	☐	☒
Lender Required Repairs	☐	☐	☐	☐	Septic Pump/Inspection	☐	☐	☐	☐
Cost of Lender Required Repairs shall not exceed \$ _____					All Other Escrow Closing Costs	☐	☐	☐	☐

8. APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN SALE (in addition to those listed in Section 18 on the back side of this contract): _____

9. ITEMS SPECIFICALLY EXCLUDED FROM SALE (in addition to those listed in Section 19 on the back side of this contract): _____

10. OTHER TERMS, CONTINGENCIES, AND CONDITIONS: _____

11. This contract ☐ DOES ☒ DOES NOT include an ADDENDUM on a separate sheet.

12. ACCEPTANCE: This contract must be signed by all parties no later than _____, 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: This contract was prepared on September 19, 2007

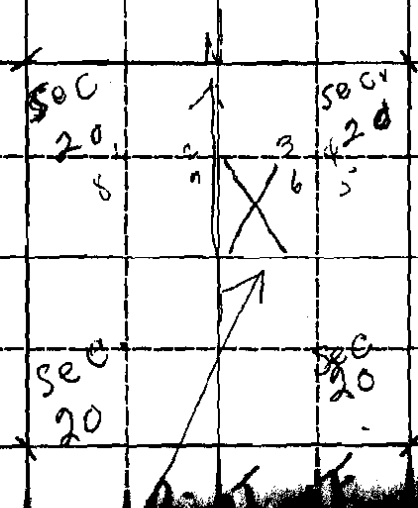
16. SIGNATURES:

SELLER

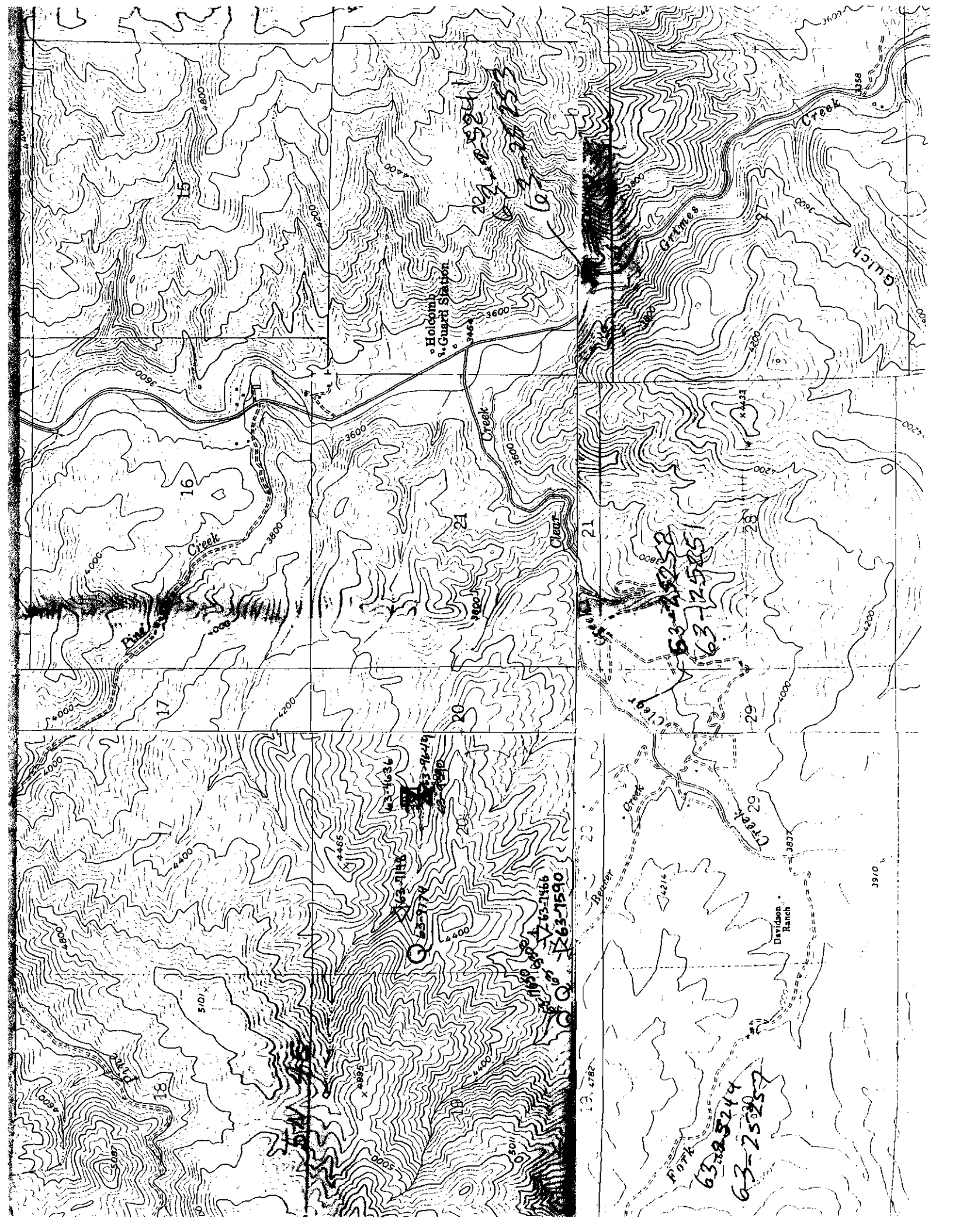
BUYER

BUYER

Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Township 5-N.
Range 4-E.



Holcomb
Guard Station

Pink
Creek

Clear
Creek

Grimes
Creek

Grimes
Gulch

Davidson
Ranch

63-25251

63-25244
63-25257

63-25256
63-25257