

NOV 30 2017

WATER RESOURCES
WESTERN REGION

RECEIVED

MAR 02 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-7236Q	Yes ☒	Yes ☐		Yes ☐	Yes ☐
57-7236Q +	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-11981	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: SUNRISE PUMPHOUSE TWO ASSN INC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Edward + Lorelei Dickman Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

10300 Airpark Loop Melba ID 83641
Mailing address City State ZIP
208 495-2212 cap6093@GMAIL.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: April 1999

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 57-7236Q

8. Signature: [Signature] Trustee 11-30-2017
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by RN Date 11/30/17 Receipt No. W045870 Receipt Amt. 100.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by dj Date 3-14-18

201089472

Instrument # 272856
MURPHY, OWYHEE, IDAHO
2010-11-05 12:11:23 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWY
CHARLOTTE SHERBURN Fee: 13.00
Ex-Officio Recorder Deputy mpeterson
Index To: DEED QUIT-CLAIM
Electronically Recorded by Simplifile

QUITCLAIM DEED

FOR VALUE RECEIVED, EDWARD A. DICKMANⁿ AND LORELEI L. DICKMAN AS CO-TRUSTEES
OF THE EDWARD AND LORELEI DICKMAN TRUST UNDER TRUST AGREEMENT DATED
JUNE 9, 2003 AND THEIR SUBSTITUTES AND SUCCESSORS AS TRUSTEES THEREUNDER,___

does hereby convey, release, remise and forever quit claim unto _EDWARD A. DICKMAN AND
LORELEI L. DICKMAN, husband and wife_ whose current address is: 10300 AIRPARK LOOP MELBA,
IDAHO 83641_____

the following described premises:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 11/5/10

By: Edward A. Dickman

EDWARD A. DICKMAN, TRUSTEE

By: Lorelei L. Dickman

LORELEI L. DICKMAN, TRUSTEE

State of Idaho

ss.

County of Canyon

On this 5th day of November, 2010, before me, the undersigned, a Notary Public, in and for said State,
personally appeared Edward A. Dickman and Lorelei L. Dickman, known to me, and/or identified to me on
the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument as
Trustees and acknowledged to me that he/she/they executed the same as such Trustess.

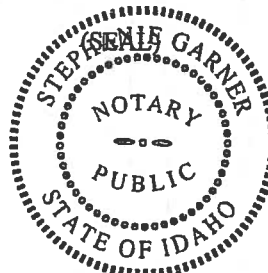
WITNESS MY HAND AND OFFICIAL SEAL

Stephanie Garner
Notary Public

Residing at:

Commission Expires:

Residing in Nampa, Idaho
My Commission Expires 7-31-12



272856



WARRANTY DEED

For Value Received

Dave Bowman and Glenda Bowman, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Edward A. Dickman and Lorelei L. Dickman, husband and wife

hereinafter referred to as Grantee, whose current address is,

HC. 79, Box 1002, #146BA, Clatskanie 97641

the following described premises, to-wit:

Residential Lot 13, Block 1 of SUNRISE SKYPARK SUBDIVISION part of Government Lots 1 and 2, Section 16; Northwest Quarter of the Northwest Half, and Government Lot 2, Section 21, Township 1 North, Range 3 West, Boise, Meridian, Owyhee County, Idaho, according to the official plats on file and of record in the office of the recorder for Owyhee County, Idaho.

TOGETHER WITH twenty-two percent (22%) of the production of an 8 inch diameter well drilled March 1983 and located in the Southwest corner of Lot 15, Block 2, SUNRISE SKYPARK SUBDIVISION but not to exceed the legal quota of water for a single family domestic use established by the Idaho Department of Water Resources. The right to the above well production will be forfeit and void if twenty-two percent (22%) of the costs for maintenance and improvements voted on and approved by owners of two-thirds (2/3) of the well production are not timely paid as arranged by two-thirds (2/3) ownership vote if and when they occur.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 4, 1999.

Dave Bowman

Dave Bowman

228443

NOTARY OF

Glenda J. Bowman

Glenda Bowman

FILED - RECORDED

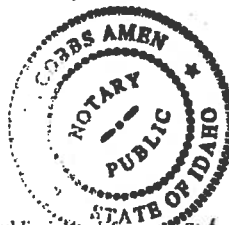
99 MAY -4 PM 4:21

CWZ
BY B. West
DEPUTY

STATE OF IDAHO)

ss.

COUNTY OF Ada)



On This 4th day of May, in the year 1999, before me, a Notary Public in and for the State, personally appeared Dave Bowman and Glenda Bowman, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public of Idaho
Residing at Boise
Commission expires: 1/26/2005

First American Title Company of Idaho

EXHIBIT 'A'

Residential Lot 13, Block 1 of SUNRISE SKYPARK SUBDIVISION part of Government Lots 1 and 2, Section 16; Northwest Quarter of the Northwest Half, and Government Lot 2, Section 21, Township 1 North, Range 3 West, Boise, Meridian, Owyhee County, Idaho, according to the official plats on file and of record in the office of the recorder for Owyhee County, Idaho.

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**LIVING TRUST AGREEMENT
OF
THE EDWARD AND LORELEI DICKMAN TRUST
Dated JUNE 9, 2003**

patient, would serve only to artificially prolong the moment of death, and also includes the artificial administration of nutrition and hydration under the circumstances above stated. The term "artificial life sustaining procedures" shall not include the administration of medication or the performance of any medical procedure deemed necessary to alleviate pain.

E. Distribution at Termination if Trustee Then Holds Another Trust for Same Beneficiary. If at any time any part of the principal or undistributed net income of any separate trust estate created hereunder shall be distributable to a person for whose sole benefit Trustee is then holding another separate trust estate hereunder, Trustee shall add such distribution to such other separate trust estate, to be thereafter held, administered, and distributed as a part of, and in the same manner as, the separate trust estate to which such distribution is added.

F. Disposition of Accrued Income at Death of Beneficiary. Upon the death of any beneficiary, any accrued, accumulated or unpaid net income, which would have been payable to such beneficiary had such beneficiary lived, shall be paid as income to the beneficiary next succeeding in interest, unless otherwise provided herein or unless such net income shall have been validly appointed pursuant to a power of appointment herein conferred.

G. Occupancy of Trust Property as Residence. If at any time the trust estate shall include any improved real property and/or mobile home actually used or suitable for occupancy as a residence, or any interest therein, the Grantors shall have the right to reside on one parcel of such property, to be selected by Grantors, as long as Grantors shall be competent and shall desire to do so, without any payment of rental or accounting therefore to the Trustee. The Trustee shall pay the property taxes, assessments, liens, insurance, repairs and other charges or amounts necessary for the general upkeep and reasonable improvement of the property out of the principal or income of the trust estate containing such property, as the Trustee in Trustee's discretion shall determine.

ARTICLE VII - PROVISIONS RELATING TO TRUSTEE and SUCCESSOR TRUSTEE

A. Powers of Trustee. In addition to, and not in limitation of, any powers conferred upon trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things, which are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE", the provisions of which are by this reference incorporated herein and made a part hereof.

~~Co-Trustees~~. During all periods of time when Co-Trustees occupy the office of Trustee, the Co-Trustees must exercise the powers of Trustee by unanimous consent. If ~~any one~~ of the Co-Trustees shall resign or shall for any other reason cease to, or become unable to, act as a Co-Trustee hereunder, the remaining Co-Trustee shall act as sole Trustee.

C. Successor Trustee. RICK E. DICKMAN shall be designated from this day forth as Successor Trustee(s) under this Trust Agreement. Successor Trustees shall succeed to the office of Trustee if at any time the Trustee shall resign or shall for any other reason cease to, or become unable to, act as Trustee hereunder, provided, however, upon assuming the office of Trustee by reason of the incompetence or incapacity of Trustee, the Successor Trustees shall continue to serve as Trustee only until such time as the original Trustee (then being competent and able to act in Trustee's own behalf) shall request in writing, delivered to Successor Trustees, that Successor Trustees cease to do so. The succession to the office of Trustee by Successor Trustees under the foregoing circumstances shall be automatic, without the necessity for a vesting order from any Court. Upon succession to the office of Trustee, Successor Trustees shall automatically have all the title, interest, rights, and powers, including discretionary rights and powers, of the former Trustee, all without any assignment or other act by any person.

D. Vacancy in Office of Trustee. If at any time there shall exist a total vacancy in the office of Trustee as to which the identity of the successor Trustee has not been expressly provided for in this Trust Agreement, whether such vacancy shall result from the resignation or removal of the Trustee, or otherwise, such vacancy shall be filled by appointment as follows: The appointment shall be made by Grantor, if Grantor is living, competent, and able to act in Grantor's own behalf, or if Grantor is deceased such appointment shall be made by a majority of interest of the adult and otherwise legally competent beneficiaries to whom income may then be payable and legal guardians of the estates of any minor or incompetent beneficiaries to whom income may then be payable, or if Grantor is living but not competent or able to act in Grantor's own behalf such appointment shall be made by those persons who would at such time be entitled to make such appointment in event of the death of Grantor. Unless appointed by Grantor, the party appointed to succeed to the office of Trustee must be a bank or trust company having not less than three (3) Full time trust officers and having a combined capital and surplus of not less than \$1,000,000.00.

E. Compensation to Trustee. Any party serving as Trustee hereunder other than a Grantor shall be entitled to reasonable compensation, and to reimbursement of expenses incurred, in the performance of such party's duties under the trusts hereby created. If at any time the party serving as Trustee shall be a bank or trust company, the reasonable compensation of such party for its services shall be in accordance with its published schedule of fees in effect from time to time.

F. Resignation or Removal of Trustee. Any Trustee or Co-Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Grantor, if Grantor is living, competent, and able to act in Grantor's own behalf, or otherwise to those persons who at such time have the right to appoint a successor Trustee in event of a total vacancy in the office of Trustee. If at any time the office of Trustee shall be held by a bank or trust company ("corporate Trustee"), those persons then having the right to appoint a successor Trustee in event of a vacancy in the office of Trustee may remove any such corporate Trustee at any time acting hereunder, by instrument in writing delivered to Trustee not Less than thirty (30) days prior to the effective date of such removal. The beneficiaries, to whom such notice of resignation shall be given, or who shall exercise such power of removal, may, without liability to any present or future beneficiary hereunder, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee.

G. Limitation of Liability of Successor Trustee. No successor Trustee shall be liable for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof. So long as Grantor shall serve as Trustee or Co-Trustees hereunder, each and every action of the Trustee, and each and every failure or omission of the Trustee, shall be deemed to have been expressly authorized and directed by Grantor and by the provisions of this Trust Agreement, and no other beneficiary, present or future, shall have any claim whatsoever against Trustee or any successor in said office, or against the trust estate, by reason of any loss or diminution of the trust estate resulting from any action taken, or any omission to act, on the part of such Trustee who was the same person as the Grantor hereunder.

H. Bonding. No bond shall be required in any jurisdiction from any Trustee acting hereunder.

ARTICLE VIII - ADMINISTRATIVE PROVISIONS

A. Accountings. Trustee shall render an accounting once each twelve months to each beneficiary who is then receiving or entitled to receive income hereunder. Such accounts shall be rendered to each adult and competent income beneficiary, and shall be rendered to the guardian, if any, or parent (in the case of a minor having no guardian) of any income beneficiary under a disability. The account shall show the receipts, disbursements and distributions of principal and income since the last accounting, and the assets on hand. If no written objection shall be made to any account so rendered within (90) days after a copy thereof has been deposited in the mail addressed to any person entitled thereto, as above provided, such person shall be conclusively presumed to have approved all actions reflected on the account so rendered. During all periods in which Grantor shall have served as Trustee or Co-Trustee hereunder, all accountings shall be

IN WITNESS WHEREOF, the parties have executed this instrument hereto, as of the day and year first above written. All fully executed counterparts hereof shall be deemed an original hereof.

GRANTORS: *Edward A. Dickman*
EDWARD A. DICKMAN

Lorelei L. Dickman
LORELEI L. DICKMAN

TRUSTEES: *Edward A. Dickman*
EDWARD A. DICKMAN

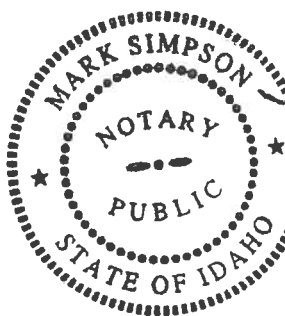
Lorelei L. Dickman
LORELEI L. DICKMAN

SUCCESSOR TRUSTEE(S):

Rick E. Dickman
RICK E. DICKMAN

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 9th day of June, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared EDWARD A. DICKMAN and LORELEI L. DICKMAN, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



Mark Simpson
Notary Public for State of IDAHO
Residing at: *Caldwell*
Comm. Expires: *05.2007*

AMENDMENT TO TRUST AGREEMENT

AMENDMENT:

Pursuant to the powers reserved under the provisions of Paragraph B of Article X of the Trust Agreement of THE EDWARD AND LORELEI DICKMAN TRUST, under trust agreement dated JUNE 9, 2003, the Grantors under said Trust Agreement hereby AMEND the Trust Agreement as follows:

ARTICLE VII:

The successor trustee shall be changed to Rick E. Dickman and Audra M. Bryant serving as co-trustees.

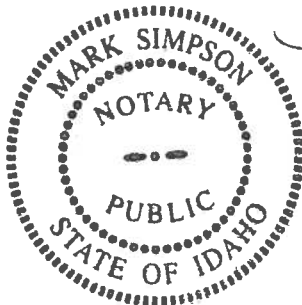
DATED this 9 day of 11, 2015.

Edward A. Dickman
EDWARD A. DICKMAN

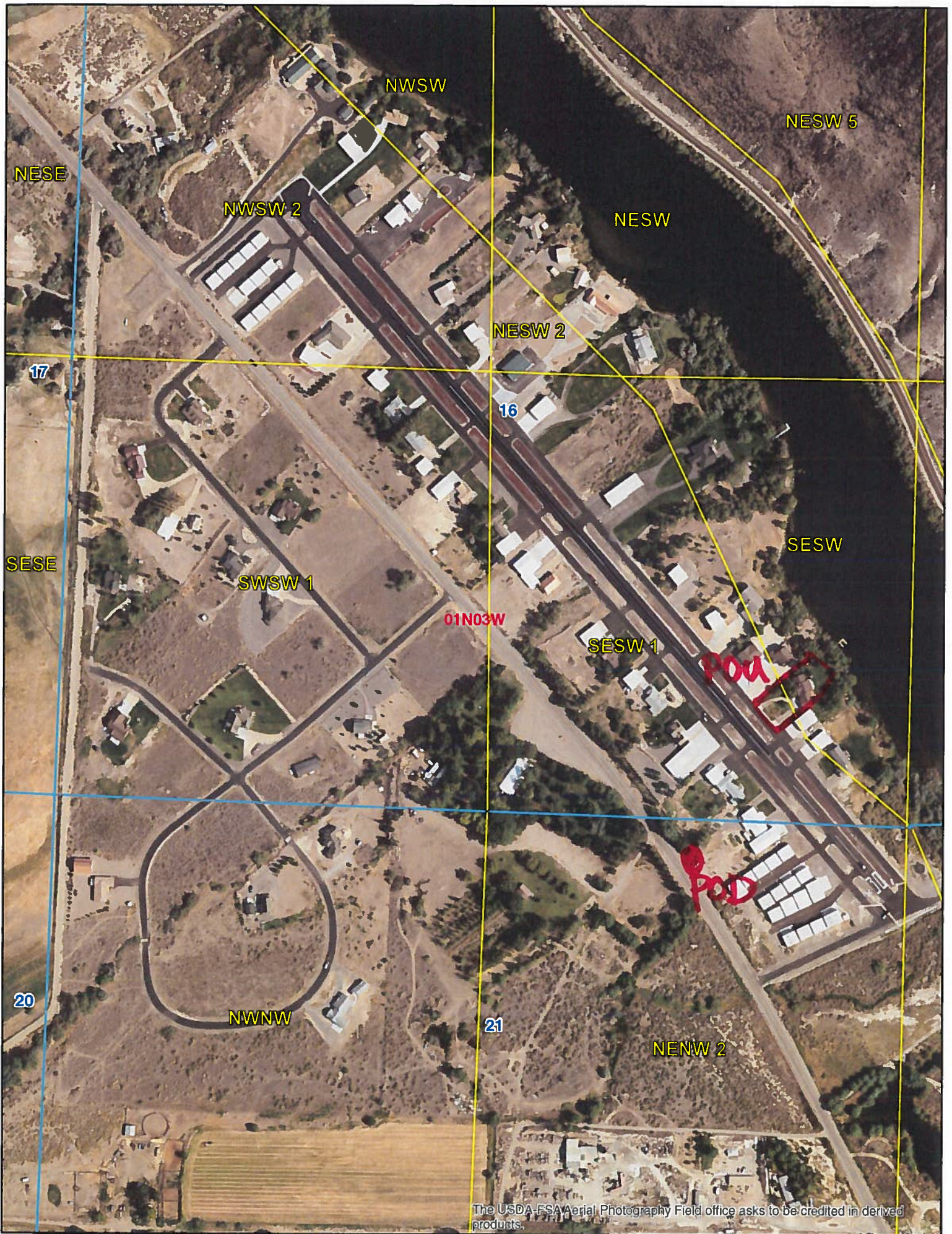
Lorelei L. Dickman
LORELEI L. DICKMAN

STATE OF Idaho
COUNTY OF Canyon §

On this 9 day of 11, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD A. DICKMAN, and LORELEI L. DICKMAN, known or identified to me to be the persons whose names are subscribed to the foregoing instrument individually and as Grantors of THE EDWARD AND LORELEI DICKMAN TRUST, and acknowledged to me that they executed the same individually and as Grantors.



Mark Simpson
Notary Public for Idaho
Residing at Caldwell
Comm. Expires 05-25-2019





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2018

SUNRISE PUMPHOUSE TWO ASSN INC
10300 AIRPARK LOOP
MELBA ID 83641-4204

Re: Change in Water Right Ownership: 57-7236Q (Split into **57-7236Q** and 57-11981)

Dear Water Right Holder:

We have received and processed a Change of Ownership for a portion of your original Water Right as referenced above. This change of ownership resulted in a split of your original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is issued to the new owner representing their portion of the original water right. Each water right contains only the portion of the original right for each separate owner. The original water right number reflects your remaining portion of the water right after the change of ownership. Enclosed is a copy of this water right for your records. Please refer to your water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

If you have any questions concerning this ownership change or the enclosed information, please contact me at 208-287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2018

EDWARD A DICKMAN
LORELEI L DICKMAN
10300 AIRPARK LOOP
MELBA ID 83641-4204

Re: Change in Water Right Ownership: 57-7236Q (Split into 57-7236Q and 57-11981)

Dear Water Right Holders:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records based on the information received to reflect the change in ownership and has enclosed a computer-generated report for your records.

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

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 Idaho Code §§ 42-222 and 42-223.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change.

Please feel free to contact me at 208-287-4920 if you have any questions concerning the enclosed information or this letter.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures