

RECEIVED

APR 14 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES

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. 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?
65-2589	Yes ☒	Yes ☐		Yes ☐	Yes ☐
65-2589 & 65-23702	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Robin Brooks
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sean T. Glaccum & Ginger A. Glaccum
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 14 Memory Lane Lowman ID 83637
Mailing address City State ZIP
208-259-3702 ginger@payetterivercompany.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: September 29, 2014
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 # 65-2589

8. Signature: [Signature] 04/12/2017
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] 04/12/2017
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date Apr. 14, 2017 Receipt No. C103380 & C103379 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 [Signature] Date 6-1-17

Per my conversation
w/ Rachel Sommer, new
owners are split, there
are 2 different applications
plus 1 copy of supporting
documents for same source
Carol & I are splitting the
fee for 65-2589.

Thank you for your
help! Renee

RECEIVED

APR 14 2017



Pioneer Title Co.
GOING BEYOND

DEPARTMENT OF
WATER RESOURCES

1414 West Bannock Street
Boise, ID 83702

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 554677/JB/MA

Instrument # 244892

IDAHO CITY, BOISE COUNTY, IDAHO
09-29-2014 15:55:04 PM No. of Pages: 5
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$22.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received

Robin B. Brooks, an unmarried woman

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

Sean T. Glaccum and Ginger A. Glaccum, husband and wife

hereinafter referred to as Grantee, whose current address is 14 Memory Lane, Lowman, ID
The following described premises, to-wit: 83637

See Exhibit A attached hereto and made a part hereof.

"GRANTOR HEREBY CONVEYS A ONE-HALF INTEREST IN WATER RIGHT 65-2589 TO GRANTEE. GRANTOR CONVEYS NO OTHER WATER RIGHTS TO GRANTEE, AND GRANTOR EXPRESSLY EXCEPTS AND RESERVES UNTO GRANTOR (I) A ONE-HALF INTEREST IN WATER RIGHT 65-2589, AND (II) ANY AND ALL OTHER WATER RIGHTS APPURTENANT TO OR ASSOCIATED WITH THE PROPERTY.

GRANTOR HEREBY RESERVES A 25-FOOT WIDE PRIVATE ACCESS EASEMENT ACROSS THE EASTERLY BOUNDARY OF THE PROPERTY WHICH ACCESS EASEMENT IS CENTERED ON THE EXISTING ROADWAY WHICH NOW PROVIDES ACCESS TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. SUCH EASEMENT SHALL BE APPURTENANT TO THE REAL PROPERTY DESCRIBED HERETO IN EXHIBIT B ATTACHED HERETO, SHALL RUN WITH THE LAND, AND SHALL BE BINDING UPON GRANTEE'S SUCCESSORS AND ASSIGNS. NOTHING IN THIS RESERVATION IS INTENDED TO PROVIDE A RIGHT OF ACCESS TO THE GENERAL PUBLIC."

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

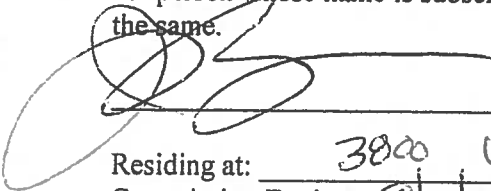
Dated: September 25, 2014

Robin B. Brooks
Robin B. Brooks

Reviewed By:
[Signature] S.F.

State of Arizona County of Maricopa

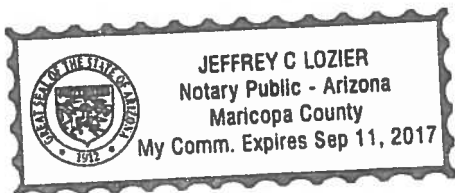
On this 26 day of September in the year of 2014, before me, Jeffrey C. Lozier, a Notary Public in and for said State, personally appeared Robin B. Brooks known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.


Residing at:

3800 W Happy Valley Rd

Commission Expires:

9/11/2017





1414 West Bannock Street
Boise, ID 83702

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PART OF THE ORIGINAL DOCUMENT

File No. 554677/JB/MA

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For Value Received

Robin B. Brooks, an unmarried woman

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Sean T. Glaccum and Ginger A. Glaccum, husband and wife

hereinafter referred to as Grantee, whose current address is 14 Memory Lane, Lowman, ID
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To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 25, 2014

Robin B. Brooks
Robin B. Brooks

Reviewed By:
[Signature] [Signature]

EXHIBIT A

Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, Section 31 part SE1/4NW1/4 and part of H.E.S. 88 (Instrument Number 136515);

Beginning at H.E.S. corner Number 3 marked with a Forest Service brass cap; thence

South 84°13'28" West 1059.37 (recorded South 84°15' West 1059.00 feet) along the Northerly boundary of H.E.S. 88; thence

South 0°34'03" East 303.37 feet along an existing fence to a one and one-half inch steel pipe set in concrete to the TRUE POINT OF BEGINNING; thence

South 14°24'07" West 236.00 feet (recorded South 16° West) along an existing fence to a point which bears North 14°24'07" East 45.38 feet from the Northerly Right-of-Way for State Highway Number 21, Project F-3291 (5)

Station 166+10.73; thence

North 72°56'42" West (recorded North 74°00' West) 187.00 feet; thence

South 14°24'07" West (recorded South 16° West) 46.28 feet to the Northerly Right-of-Way boundary for State Highway Number 21; thence

North 79°16'38" West 186.12 feet along the Chord of a spiral curve to the center of Barbara Creek and the Northerly boundary of State Highway Number 21, Project F-3291(5); thence Northerly and upstream along Barbara Creek the following courses:

North 12°52'28" West 58.75 feet;

North 34°35'14" East 102.20 feet; thence departing Barbara Creek

South 83°49'59" East 245.30 feet; thence

North 64°17'15" East 158.77 feet to the TRUE POINT OF BEGINNING

EXHIBIT A

(Grantee's Property)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest Service brass cap;

thence South 84° 13' 28" West 1059.37 (recorded South 84° 15' West 1059.00 feet) along the Northerly boundary of H.E.S. 88;

thence South 0° 34' 03" East 303.37 feet along an existing fence to a one and one-half inch steel pipe set in concrete the TRUE POINT OF BEGINNING;

thence South 14° 24' 07" West 236.00 feet (recorded South 16° West) along an existing fence to a point which bears North 14° 24' 07" East 45.38 feet from the Northerly Right-of-Way for State Highway Number 21, Project F-3291 (5) Station 166 + 10.73;

thence North 72° 56' 42" West (recorded North 74° 00' West) 187.00 feet;

thence South 14° 24' 07" West (recorded South 16° West) 46.28 feet to the Northerly Right-of-Way boundary for State Highway Number 21;

thence North 79° 16' 38" West 186.12 feet along the Chord of a spiral curve to the center of Barbara Creek and the Northerly boundary of State Highway Number 21, Project F-3291(5);

thence Northerly and upstream along Barbara Creek the following courses:

North 12° 52' 28" West 58.75 feet;

North 34° 35' 14" East 102.20 feet;

thence departing Barbara Creek South 83° 49' 59" East 245.30 feet;

thence North 64° 17' 15" East 158.77 feet to the TRUE POINT OF BEGINNING.

Said Parcel of land containing 1.39 Acres more or less.

Parcel is subject to an Access Easement 25.00 feet in width along the Easterly boundary.

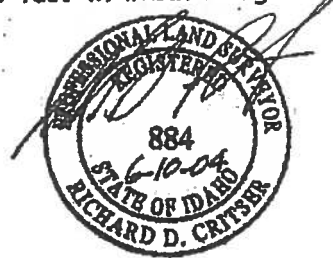


EXHIBIT B

(Grantor's Property)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31
PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

BOISE COUNTY, IDAHO

Beginning at H.E.S. corner Number 3 marked with a Forest
Service brass cap;

thence South 84° 13' 28" West 1059.37 (recorded South
84° 15' West 1059.00 feet) along the Northerly boundary
of H.E.S. 88 to the TRUE POINT OF BEGINNING;

thence South 0° 34' 03" East 303.37 feet (recorded
South 300.00 feet) along an existing fence to a one and
one-half inch steel pipe set in concrete;

thence South 64° 17' 15" West 158.77 feet;

thence North 83° 49' 59" West 245.30 feet to
Barbara Creek;

thence following Barbara Creek Northerly and
upstream the following courses:

North 4° 41' 06" East 77.64 feet;

North 12° 02' 11" East 86.79 feet;

North 13° 45' 49" West 108.53 feet;

North 27° 13' 04" West 41.95 feet along said creek
to H.E.S. 88 corner Number 4 marked with a Forest
Service brass cap;

thence North 84° 13' 28" East 406.55 feet along
the northerly boundary of H.E.S. 88 to the TRUE POINT
OF BEGINNING;

Said Parcel of land containing 2.88 Acres more or less.



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PART OF THE ORIGINAL DOCUMENT.

554677 JB/MA

Instrument # 244893

IDAHO CITY, BOISE COUNTY, IDAHO
09-29-2014 15:55:04 PM No. of Pages: 9
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$34.00
Ex-Officio Recorder Deputy shirley george
Index to: AGREEMENT
Electronically Recorded by Simplifile

(Space Above For Recorder's Use)

WATER SOURCE ACCESS AND SHARING AGREEMENT

This Water Source Access and Sharing Agreement (the "Agreement") is made effective
this 29th day of September, 2014, by and between Robin B. Brooks ("Grantor"), and Sean T.

Glaccum and Ginger A. Glaccum, husband and wife (collectively, "Grantee"). The Grantor and Grantee may be collectively referred to as the "Parties."

RECITALS:

WHEREAS, pursuant to that certain Real Estate Purchase and Sale Agreement of June 27, 2014, Grantor has agreed to sell and convey to Grantee the real property more fully described in *Exhibit A* ("Grantee's Property") upon the fulfillment of certain conditions (the "Transaction"), which exhibit is attached hereto and incorporated herein;

WHEREAS, after the sale and conveyance of Grantee's Property to Grantee pursuant to the Transaction, Grantor will retain ownership of the real property more fully described in *Exhibit B* ("Grantor's Property"), which exhibit is attached hereto and incorporated herein;

WHEREAS, the Transaction, if completed, will also involve the conveyance of a fractional interest of water right 65-2589 by Grantor to Grantee, such fractional interest being herein referred to as "Grantee's Water Right;"

WHEREAS, the source of water (the "Source") for Grantee's Water Right is within Grantor's Property. "Source" is intended by the Parties to refer to all storage tank(s) and other improvements of any kind which are presently in existence or subsequently constructed on the Grantor's Property and which are necessary or helpful to cause delivery of water pursuant to the Grantee's Water Right to the Grantee's Property;

WHEREAS, Grantor desires to grant and Grantee desires to receive the right to use and access the source of water for Grantee's Water Right, subject to the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant.** Grantor hereby grants to Grantee the right to divert water from the Source and convey such water to Grantee's Property, pursuant to the terms and conditions of Grantee's Water Right.
2. **Primary Responsibility for Maintenance and Easement for Access.** Grantor shall have the primary responsibility to maintain the flow and diversion of water from the Source across the Grantor's Property to the Grantee's Property. Grantor hereby grants and conveys to Grantee an easement across the Grantor's Property for the purpose of maintenance, repair, replacements and further improvements of the Source, including the ditches, gates, storage tank(s) and other improvements from which Grantee derives water pursuant to the Grantee's Water Right to the extent reasonably necessary or helpful to allow Grantee to receive the full amount of water permitted by the Grantee's Water Right. Except in the case of an emergency, Grantee shall provide Grantor with prior notice of Grantee's need to access the Source.
3. **Cost Sharing.** To the extent that any repairs, maintenance, replacements or further improvements are necessary in order to maintain the flow of water from the Source, Grantor and Grantee shall share such costs equally.

4. **Administration.** Responsibility for ensuring Grantee's Water Right and the use of water thereunder comply with requirements of the Idaho Department of Water Resources shall lie exclusively with Grantee. Grantor makes no express or implied warranties with respect to Grantee's Water Right, except that Grantor does warrant that Grantee shall be the lawful owner and holder of the Grantee's Water Right upon consummation of the Transaction.

5. **Binding on Successors.** This Agreement shall be recorded in the official records of Boise County, and this agreement, and the easements and rights herein granted shall be appurtenant to the respective dominant estate, shall be binding on the serviant estates, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

6. **Counterparts.** This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.

7. **Indemnification Provisions.** The Grantee agrees to indemnify, defend and hold the Grantor, and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense (including damage to the Grantor's Property) that arise from Grantee's entry on Grantor's Property in order to access the Source. Each Party further agrees to indemnify, defend and hold the other Party, and the other Party's successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from the indemnifying party's breach of any term of this agreement.

8. **Remedies.** In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

9. **No Public Dedication.** This Agreement is not intended to constitute a dedication of property to the general public.

10. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the Party intended, (ii) delivered to the then current address of the Party intended, or (iii) rejected at the then current address of the Party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantee: 14 Memory Lane
Lowman ID 83637

Grantor:

15 Memory Lane
Lowman Id 83637

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

[Signature pages follow.]

GRANTOR:

Robin B. Brooks
Robin B. Brooks

STATE OF Arizona)
County of Maricopa) ss.

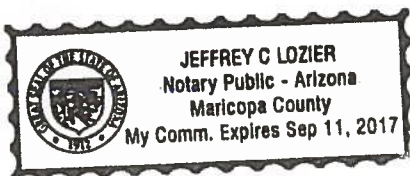
On this 26 day of September, 2014, before me Jeffrey C. Lozier,
personally appeared **ROBIN B. BROOKS**, known or identified to me (or proved to me on the
oath of _____), to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same.

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 _____
My Commission Expires 9/11/2017

Residing at

3800
W. Happy
Chilly
RD



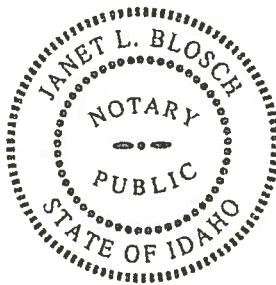
GRANTEE:

Sean T. Glaccum
Sean T. Glaccum

STATE OF IDAHO)
County of Ada) ss.

On this 26th day of September, 2014, before me Janet L. Bloch,
personally appeared SEAN T. GLACCUM, known or identified to me (or proved to me on the
oath of _____), to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he 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.



Janet L. Bloch
NOTARY PUBLIC FOR Idaho Residing at Bow, Idaho
My Commission Expires 3-17-2017

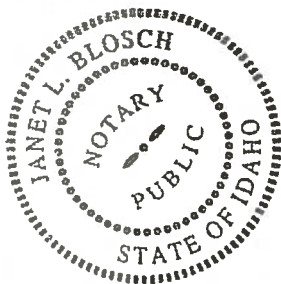
GRANTEE:

Ginger A. Glaccum
Ginger A. Glaccum

STATE OF *Idaho*)
County of *Ada*) ss.

On this *26th* day of September, 2014, before me *Janet L Bloch*,
personally appeared GINGERA. GLACCUM, known or identified to me (or proved to me on
the oath of _____), to be the person whose name is subscribed to
the within instrument, and acknowledged to me that he 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.



Janet L Bloch
NOTARY PUBLIC FOR *Idaho* Residing at _____
My Commission Expires *3-17-2017* *Boise, ID*

EXHIBIT A

(Grantee's Property)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE¹/₄ NW¹/₄ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest Service
brass cap;

thence South $84^{\circ} 13' 28''$ West 1059.37 (recorded South $84^{\circ} 15' 15''$ West 1059.00 feet) along the Northerly boundary of H.E.S. 88;

thence South $0^{\circ} 34' 03''$ East 303.37 feet along an existing fence to a one and one-half inch steel pipe set in concrete the TRUE POINT OF BEGINNING;

thence South $14^{\circ} 24' 07''$ West 236.00 feet (recorded South $16^{\circ} 16' 07''$ West) along an existing fence to a point which bears North $14^{\circ} 24' 07''$ East 45.38 feet from the Northerly Right-of-Way for State Highway Number 21, Project F-3291 (5) Station 166 + 10.73;

thence North $72^{\circ} 56' 42''$ West (recorded North $74^{\circ} 00' 00''$ West) 187.00 feet;

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thence North $64^{\circ} 17' 15''$ East 158.77 feet to the TRUE POINT OF BEGINNING.

Said Parcel of land containing 1.39 Acres more or less.

Parcel is subject to an Access Easement 25.00 feet in width along the Easterly boundary.

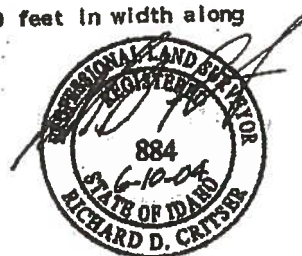


EXHIBIT B

(Grantor's Property)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31
PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515) BOISE COUNTY, IDAHO

Beginning at H.E.S. corner Number 3 marked with a Forest Service brass cap;

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Said Parcel of land containing 2.88 Acres more or less.





1414 West Bannock Street
Boise, ID 83702

September 30, 2014

Sean T. Glaccum and Ginger A. Glaccum
14 Memory Lane
Lowman, ID 83637

File No. 554677

Property Address: 14 Memory Lane, Lowman, ID 83637

The closing of your purchase of the above-referenced property has now been completed. Enclosed for your records is the original recorded deed and a copy of the Water Share Agreement. Your final title policy is being mailed under separate cover.

We appreciate having had the opportunity to be of service to you. If you have any questions, please contact the Escrow Officer named below.

Sincerely,

Janet Bloesch, Escrow Officer

Ph: (208) 373-3750

Email: jblosch@pioneertitleco.com

Enclosures