



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

August 30, 2016

LARRY TURPIN
TERRI TURPIN
1401 W HILL RD
BOISE ID 83702

RE: Notice of Change in Water Right Ownership No. 63-11609

Dear Interested Parties,

The Idaho Department of Water Resources ("Department") received a Notice of Change in Water Right Ownership ("Notice") regarding water right no. 63-11609 filed by Larry and Terri Turpin ("Turpins") on February 9, 2015. After reviewing the request, it was determined there is not sufficient information to split water right no. 63-11609, which is currently owned by Lynn Arlen Brown ("Brown").

The Amended Grant of Easement and Well Sharing Agreement ("Agreement") submitted with the Notice states that "Grantor [Brown] grants, bargains, sells, and conveys unto Grantees [Turpins] the right to receive and draw water for landscaping purposes from the Well on the Brown property to the Turpin property and a split of the water rights owned by Grantor on the Brown property to Grantees." It is not clear from this language how Brown and the Turpins intend to split water right no. 63-11609. In addition, the spreadsheet the Turpins submitted with the Notice claims Brown's property has "0.43 irrigatable acres" and the Turpins' property has "0.15 irrigatable acres" for a combined total of 0.586 acres. However, because the license for water right no. 63-11609 authorizes irrigation of a total of 0.3 acres, Brown and the Turpins can only split the 0.3 authorized acres in some manner. Irrigation of acres in addition to 0.3 from the point of diversion authorized by water right no. 63-11609 requires a new application for permit. See Idaho Code § 42-228. Please contact the Western Region office at 208-334-2190 if you have questions concerning the Application for Permit process.

The Department is returning the Notice and the attachments. If you have any questions regarding this matter, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosures

c: Lynn Arlen Brown

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 09 2015

DEPARTMENT 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?
63-11609	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: LYNN ARLEN BROWN
Name of current water right holder claimant
3. New Owner(s)/Claimant(s): LARRY B TURPIN & TERRI L TURPIN
New owner(s) as listed on the conveyance document
- Mailing address: 1401 W HILL ROAD City: BOISE State: ID ZIP: 83702
208-344-9297 Email: larry.turpin@gmail.com

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. 10-23-13
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.

8. Signature: Larry B Turpin Title, if applicable: _____ Date: 2.3.15
Signature of new owner/claimant
- Signature: Terri Turpin Title, if applicable: _____ Date: 2/3/15
Signature of new owner/claimant

For IDWR Office Use Only:

Received by J. Orange Date 2-9-2015 Receipt No C099908 Receipt Amt. 100.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

LYNN

tax records acres

0.582 acres**43560** convert sq ft to acres**Structure****sidewalks
driveways patios**

	sq	S1	S2
house	1879.883	53.33	35.25
garage	1123.344	48.42	23.2

front drive	2185.500	47.00	46.50
garage drive	1273.981	51.83	24.58

3003.227 sq ft

3459.481 sq ft

covered acres **0.069** acres**0.079** acres**0.43** irrigatable acres**Terri/Larry**

tax records acres

0.289 acres

home	1360.000	40	34
	320.940	18	17.83
breez way	265.220	22.25	11.92
garage	984.563	44.25	22.25

side walk	173.000	43.25	4
front drive	324.000	18	18
	1287.761	29.83	43.17
front patio	179.146	14.83	12.08
back drive	680.000	32	21.25
back patio	380.250	19.5	19.5

2930.723 sq ft

3024.158 sq ft

0.067 acres**0.069** acres**0.15** irrigatable acres**Total**

0.871 acres

structures

0.136 acres

hard surfaces

0.149 acres

irrigatable acres

0.586 acres



For Recorder's Use

**AMENDED GRANT OF EASEMENT AND
WELL SHARING AGREEMENT**

113118440

THIS GRANT OF EASEMENT AND WELL SHARING AGREEMENT
("Agreement") is made and entered into on this 31st day of
February January, 2015, by and between LYNN ARLEN BROWN, a single person,
("Grantor") and LARRY B. TURPIN AND TERRI TURPIN, husband and
wife, ("Grantees")(collectively, the "Parties").

WHEREAS, Grantor is the owner of that certain real property
located 2305 N. 14th Street Boise, Idaho 83702 in Ada County,
Idaho, more particularly described as follows:

All of Lot 11 and a part of Lots 9, 10 and 12, in Block 2 of
BLAIR ADDITION to Boise City, Idaho, according to the official
plat thereof, filed in Book 6 of Plats at Page 285, Records of
Ada County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Lot 12; thence South
0°00' West 120.00 feet along the West side of said Lots 9, 10,
and 11 to the Southwest corner of Lot 9; thence along the South
side of Lot 9 South 89°58' East 175.00 feet to a point; thence
parallel to the West line of Lot 9 North 0°00' West 50.00 feet to
a point; thence North 41°20' East 33.35 feet to a point on the
Easterly side of Lot 10; thence along the Easterly side of Lots
10, 11 and 12 North 34°42' West 110.05 feet to a point on the
Easterly side of Lot 12; thence South 71°34' West 142.54 feet to
the POINT OF BEGINNING, and which is referred to as the "Brown
property" in this agreement; and

WHEREAS, Grantees are the owners of that certain real
property located at 1401 W. Hill Road Boise, Idaho 83702
in Ada County, Idaho, more particularly described as follows:
Part of Lot 12 in Block 2 of BLAIR ADDITION, according to the
official plat thereof, filed in Book 6 of Plats at Page 285,
records of Ada County, Idaho, described as follows:

Beginning at the Southwest corner of Lot 12, Block 2 of BLAIR ADDITION to Boise City, thence North along the East line of the Alley in said Block 2 a distance of 108.39 feet to a point; thence North 27°39' East a distance of 21.26 feet to a point; thence North 55°18' East a distance of 54.96 feet to a point on the Northeasterly line of said Block 2; thence South 35°15'06" East (shown of record as South 34°42' East) along the Northeasterly line of said Block 2 a distance of 138.91 feet (shown of record as 140 feet) to a point; thence South 71°34' West a distance of 142.54 feet more or less to the PLACE OF BEGINNING, which is referred to as the "Turpin property" in this agreement; and

WHEREAS, the Parties drilled a well and installed a pump on the Brown property, which has served to supply irrigation waters to both the Brown and Turpin properties; and

WHEREAS, the Parties desire to memorialize the private water well sharing agreement and to grant access for use and maintenance of and to the well, pump, pipes, electrical connections for both properties; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

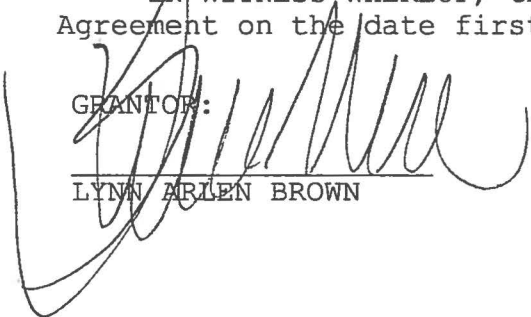
- 1 Grantor grants, bargains, sells, and conveys unto Grantees the right to receive and draw water for landscaping purposes from the Well on the Brown property to the Turpin property and a split of the water rights owned by Grantor on the Brown property to Grantees. Additionally, Grantor grants, bargains, sells, and conveys unto Grantees an easement for ingress, egress, and access for the purposes of inspecting, maintaining, and repairing the well, including but not limited to the pump, pump motors, electrical and pressure system, pipes, and all other uses which are incidental or necessary to the reasonable and proper enjoyment of these easements to, over, and through the Brown property to the Turpin property.
- 2 The right to use the water and the easements granted herein shall apply to the existing well, and in the event of its failure, to any replacement or replacements thereof.
- 3 This easement shall run with the land and shall be binding upon the parties, heirs, assigns and successors in interest.
- 4 Grantor shall warrant and defend these easements from all lawful claims whatsoever.
- 5 The easements granted shall be non-exclusive.
- 6 Grantor and his agents, assigns, heirs, or successors in interest, shall take no action that shall lessen the water

- quality or rates of flow and pressures of water being provided to the Grantees as of the date of this agreement.
- 7 Grantor shall pay for the electrical costs of running the well and pump. Grantees shall pay for the annual costs of turning the water system on and turning the water system off. The Parties shall pay or cause to be paid promptly, a proportionate share of all other expenses for the operation and maintenance of the Well that may become necessary.
- 8 Notwithstanding the foregoing, each of the Parties agrees that they will promptly repair, maintain and replace at their own cost all water pipes extending from the Well to their own property.
- 9 Each party shall have the right to act to correct an emergency situation and shall have access to the other property in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the Well to deliver water upon demand.
- 10 That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the Parties hereto.
- 11 The Parties acknowledge that any interruption of the water from the Well, will cause irreparable harm to Grantees. As a consequence, the Parties agree that if Grantor causes, or allows a third party to cause, such interruption, Grantees shall be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by such breach, and to any other remedies provided by applicable law.
- 12 If the Parties shall bring any action for relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party for all reasonable attorneys' fees (including attorneys' fees on appeal) and costs (including court costs and disbursements) which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 13 This Agreement is intended by the Parties hereto as the final expression of their agreement and as a complete and exclusive statement of the terms and provisions hereof.
- 14 This Agreement may not be modified or amended except in writing executed by the Parties hereto.
- 15 This Agreement shall be construed in accordance with the laws of the State of Idaho as of the date of this Agreement.
- 16 If any portion, provision, or part of this Agreement is held, determined, or adjudged to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and shall not affect the validity or enforceability of such remaining

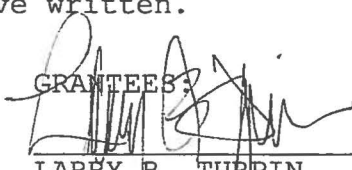
- portions, provisions, or parts.
- 17 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be construed one and the same agreement. A true and correct photocopy of this Agreement, as executed by all parties hereto, may be used in lieu of the original for all purposes. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original.

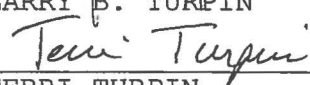
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

GRANTOR:


LYNN ARLEN BROWN

GRANTEES:


LARRY B. TURPIN

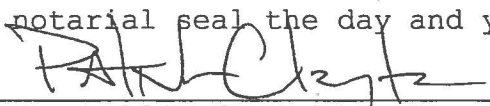

TERRI TURPIN

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On ~~January~~ ^{FEBRUARY} 3, 2015, before me, a Notary Public in and for

said state, personally appeared LYNN ARLEN BROWN, known or identified to me to be the person whose name is subscribed to the within instrument as Grantor, and who acknowledged to me that he executed the same.

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



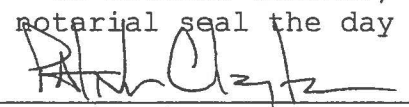
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: 4/17/2018



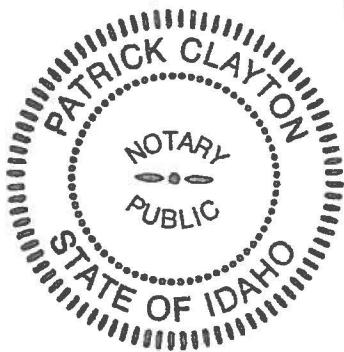
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On ~~January~~ ^{FEBRUARY} 3, 2015, before me, a Notary Public in and for said state, personally appeared LARRY B. TURPIN AND TERRI TURPIN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument as Grantees, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires: 4/17/2018



ADA COUNTY RECORDING
200 W. Front Street
Room 1207
Boise ID 83702

Receipt #: 35168

Receipt Date: 02/05/2015 01:26 PM

Station: 14

Cashier: AUBATTLL

Receipt Name: TERRI TURPIN

Comments:

RECORDING

Document #	Recording Date	Doc Type	Doc Fee	Add A/R	Other	Total
2015-009229	02/05/2015 01:26:07 PM	REC-505: AGREEMENTS GENERAL	22.00			\$22.00
Totals:			\$22.00	\$0.00	\$0.00	\$22.00

Thank You

Receipt Total	\$22.00
CASH	\$30.00
CHANGE	(\$8.00)

IDAHO

Department of
Water Resources

Transfer Application Internet Mapping



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POU

LAND PARCEL
LYNN BROWN

WELL
HEAD

LAND
PARCEL KERRY B TURNER
POU

4/20/2015

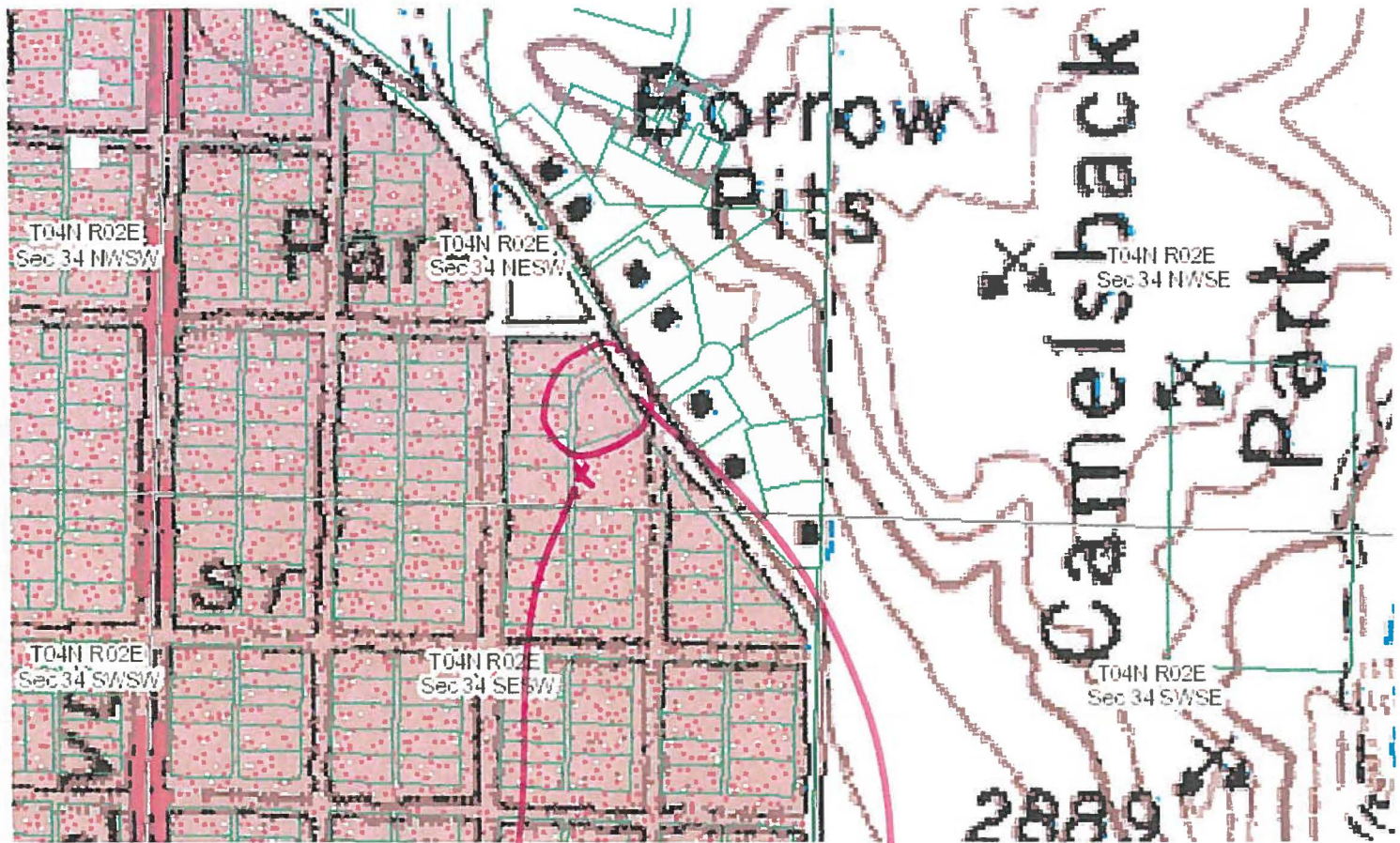
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right 63-11609

4/20/2015



Department of
Water Resources

Transfer Application Internet Mapping



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USE
HERE

LAND
PARCEL

#1



#2



#3



#4



#5



#6

