

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 01 2016

WATER RESOURCES
WESTERN REGION

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?
63-4051	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

3. Previous Owner's Name: Carolyn A. Gibson; Daniel G. Gibson, Jr.
 Name of current water right holder/claimant
 New Owner(s)/Claimant(s): StoragePlus Properties Eagle Road, LLC
 Name of current water right holder/claimant
 New owner(s) as listed on the conveyance document
 Name connector ☐ and ☐ or ☐ and/or
 P. O. Box 1065, Sun Valley, ID 83353
 Sun Valley ID 83353
 Mailing address City State ZIP
 208-726-4300 crs@5bi.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: January 7, 2016

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):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ 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

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 - 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

8. Signature: By: [Signature] President 1-21-16
 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 CS Date 2/1/16 Receipt No. W043850 Receipt Amt. \$25-
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 K Approved by CS Processed by CS Date 2/16/16

Recording Requested By and
When Recorded Return to:

Richard F. Goodson
Hawley Troxell Ennis & Hawley LLP
577 Main St., Suite 1000
Boise, ID 83702

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

2413400

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

This General Warranty Deed is made this 7th day of January, 2016, between Daniel G. Gibson, Jr. and Carolyn A. Gibson, Trustees of the Gibson Family Revocable Living Trust, w/t/a January 14, 1996 and as amended March 12, 2014 herein referred to as "Grantor," and StoragePlus Properties Eagle Road, LLC, an Idaho limited liability company, whose address is P.O. Box 1065, Sun Valley, Idaho 83353, herein referred to as "Grantee."

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, that certain real property situated in the County of Ada, State of Idaho ("Premises"), which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all and singular the buildings, tenements, hereditaments, and appurtenances and water and ditch rights thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

SUBJECT TO:

The liens, encumbrances and other matters listed on Exhibit "B" attached hereto and by this reference made a part hereof.

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and its successors and assigns forever.

Grantor covenants with Grantee, its successors and assigns, that Grantee shall enjoy the quiet and peaceful possession of said Premises; that Grantor is lawfully seized of said Premises in fee simple; and Grantor warrants that the title to said Premises is merchantable and free from all liens and encumbrances, excepting those to which this conveyance is expressly made subject and that Grantor will warrant and defend the same from all other lawful claims whatsoever.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Grantor as of the day and year first above written.

Recording Requested By and
When Recorded Return to:

Richard F. Goodson
Hawley Troxell Ennis & Hawley LLP
877 Main St., Suite 1000
Boise, ID 83702

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Together with all and singular the buildings, tenements, hereditaments, and appurtenances and water and ditch rights thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

SUBJECT TO:

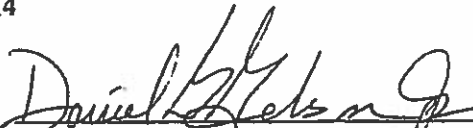
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IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Grantor as of the day and year first above written.

The Gibson Family Revocable Living Trust, u/t/a
January 14, 1996 and as amended March 12,
2014

By: 
Daniel G. Gibson, Jr., Co-Trustee

By: 
Carolyn A. Gibson, Co-Trustee

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of January, 2016, before me, Kimberly Yelm,
a Notary Public in and for said State, personally appeared Daniel G. Gibson, Jr. and Carolyn A.
Gibson, known or identified to me to be the persons whose names are subscribed to the within
instrument as Co-Trustees of The Gibson Family Revocable Living Trust, u/t/a January 14, 1996
and as amended March 12, 2014, and acknowledged to me that they executed the same as such
Co-Trustees.

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



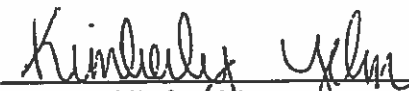

Notary Public for Idaho
Residing at Melidian, ID
My commission expires 6/15/2019

EXHIBIT "A"

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN ADA COUNTY, IDAHO DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-FOURTH OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE, MERIDIAN, IN ADA COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF THE NORTH TWO-THIRDS OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-FOURTH OF SAID SECTION 32, THENCE

NORTH ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 300.0 FEET TO A POINT; THENCE AT RIGHTS ANGLES

WEST 656.0 FEET TO A POINT; THENCE AT RIGHT ANGLES

SOUTH 300.0 FEET TO A POINT ON THE SOUTH LINE OF SAID EAST ONE-HALF OF THE NORTH TWO-THIRDS OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-FOURTH OF SAID SECTION 32; THENCE

EAST ALONG SAID SOUTH LINE 656.0 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN EAGLE ROAD RIGHT-OF-WAY.

commonly known as 4195 N. Eagle Road, Boise, Idaho 83713

EXHIBIT "B"

LIST OF PERMITTED EXCEPTIONS

1. All taxes and assessments for the year 2016 and all subsequent years.
2. Any tax, fee, assessments or charges as may be levied by City of Boise.
3. Any tax, fee, assessments or charges as may be levied by Settlers Irrigation District.
4. Right of way Eagle Road.
5. Easement, including terms and provisions contained therein:
Recording Information: Book 90 of Deeds at Page 45
In Favor of: Arthur R. McCarty
For: road purposes
6. Amended Access Easement Agreement and the terms and conditions thereof:
Between: Daniel G. Gibson Jr. and Carolyn A. Gibson
And: Jack W. Sept and Lola M. Abshire
Recording Information: 103160904



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 17, 2016

STORAGEPLUS PROPERTIES EAGLE ROAD LLC
PO BOX 1065
SUN VALLEY ID 83353

RE: Notice of Ownership Change in Water Right No. 63-4051

Dear Applicants,

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

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 Sections 42-222 and 42-223, Idaho Code.

Please 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. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones'.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures



ATTORNEYS AND COUNSELORS

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

CHRISTINE GREEN
PARALEGAL
EMAIL: CGREEN@HAWLEYTROXELL.COM
DIRECT DIAL: 208.388.4847
DIRECT FAX: 208.954.5221

January 29, 2016

RECEIVED

FEB 01 2016

WATER RESOURCES
WESTERN REGION

VIA U.S. MAIL

Idaho Department of Water Resources
IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082

Re: *Gibson/StoragePlus Properties Eagle Road, LLC*
Notice of Change in Water Right Ownership
Water Right 63-4051

Dear Sir or Madam:

Enclosed for filing please find:

1. Original and one copy of Notice of Change in Water Right Ownership;
2. Copy of General Warranty Deed recorded January 7, 2016, as Instrument No. 2016-001467, records of Ada County; and
3. This firm's check in the amount of \$25.00 for your filing fee.

After filing, please conform the copy of the Notice of Change in Water Right Ownership and return the conformed copy to me in the enclosed self-addressed and stamped envelope. 

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP



Christine Green
Paralegal

Enclosures