



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

October 9, 2014

THE TURPIN FAMILY LIVING TRUST
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 on March 25, 2014 for Water Right No. 63-11609. After reviewing the request, it was determined that there isn't sufficient documentation to split this water right.

When the field exam was done for this water right license, the maps included with the field exam were maps of Mr. Brown's property located at 2305 N 14th St. Even though you have an agreement to use Mr. Brown's well for irrigation purposes, I believe you will need to apply for your own water right. Please contact the Western Region office at 208-334-2190 if you have questions concerning the Application for Permit process.

The Department is returning Notice of Change in Water Right Ownership and the attachments. I have requested a refund which you should receive within 10 days under separate cover from the State Controller's office. If you have any questions regarding this matter, please call me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosures

DE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 25 2014

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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.

Water Right Claim No.	Split?	Water Right Claim No.	Split?	Water Right Claim No.	Split?
LIC 63-11609	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 & TERRE L TURPIN

Name of each new owner as listed on the conveyance document

THE TURPIN FAMILY LIVING TRUST W2041942

New owner continued ☐ and ☐ or ☐ and/or

1401 W. HILL ROAD

Mailing address

BOISE

City

ID

State

83702

ZIP

208-344-9297

Telephone

larry.turpin@gmail.com

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: 10-23-13

6. 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.

7. Signature:

Larry B Turpin
Signature of new owner/claimant

Title, if applicable

3-24-14
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by RS

Date 3/25/14

Receipt No. W041942

Receipt Amt. 100

Approved by

Processed by

Date

IDAHO

Department of
Water Resources

Transfer Application Internet Mapping



[Help](#) [Other Maps](#) [Water Resources Home](#) [Idaho.gov](#)

POU

LAND PARCEL
Lynn Brown

WELL
HEAD

LAND
PARCEL KERRY B TURPIN
POU



QUITCLAIM DEED

FOR VALUE RECEIVED, LARRY B TURPIN & TERRI LYNN TURPIN ^{Husband & Wife}, Grantor, does

hereby convey, release, remise and forever quitclaim unto

The Turpin Family Living Trust, whose address is
1401 Hill Rd., Boise, ID 83702, the following

described premises, to-wit:

Par #0135 of Lot 12

Blk 2

Blair Add.

#7954231

Boise, Ada county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor
in and to said property, now owned or hereafter acquired.

Date Jan. 4, 2008

[Signature]
Signature, Grantor

STATE OF IDAHO)
County of ADA) ss.

Terr Turpin

On this 4 day of January, 2008 before me, the
undersigned, a Notary Public in and for said state, personally appeared
LARRY B. TURPIN AND TERRI LYNN TURPIN, known to me to be the person
whose name is subscribed to the within instrument, and acknowledged to me that s/he executed
the same.



Gail Garrett
NOTARY PUBLIC for Idaho
Residing at: Mendota
My Commission Expires: 5-26-2011

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			
garage drive			
covered acres	3003.227 sq ft		
	0.069 acres		

2185.500	47.00	46.50
1273.981	51.83	24.58
3459.481 sq ft		
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			
front drive			
front patio			
back drive			
back patio			
	2930.723 sq ft		
	0.067 acres		

173.000	43.25	4
324.000	18	18
1287.761	29.83	43.17
179.146	14.83	12.08
680.000	32	21.25
380.250	19.5	19.5
3024.158 sq ft		
0.069 acres		

0.15 irrigatable acres

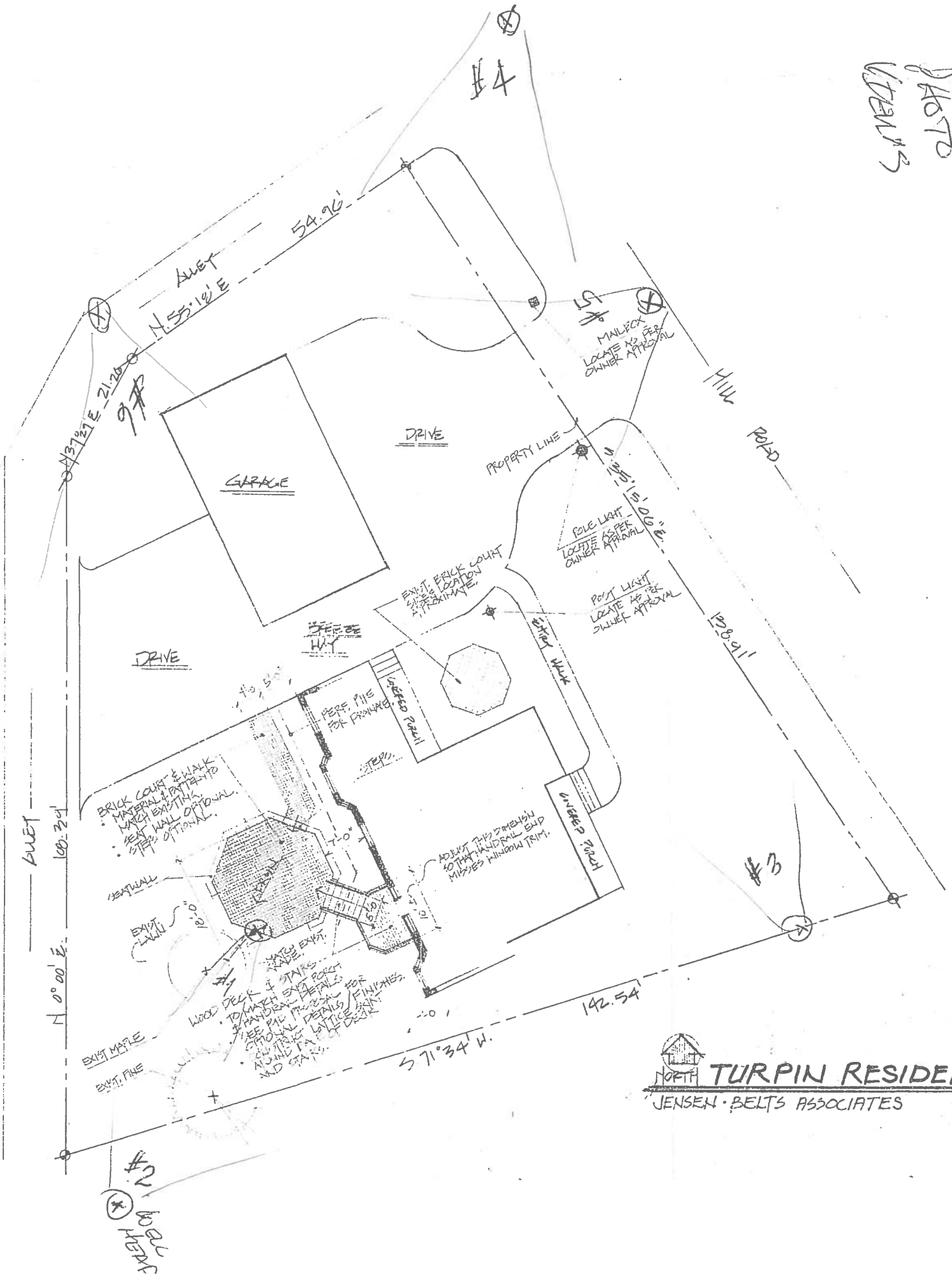
Total

structures
hard surfaces
irrigatable acres

0.871 acres
0.136 acres
0.149 acres

0.586 acres

Photo
VIEWS



 **TURPIN RESIDENT**
JENSEN • BELTS ASSOCIATES

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

3/24/2014

WATER RIGHT NO. 63-11609

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYNN A BROWN 2305 N 14TH ST BOISE, ID 83702 (208)342-6688

Priority Date: 11/01/1991

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	0.02 CFS	1.4 AFA
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESW|Sec. 34|Township 04N|Range 02E|ADA County

Licensed Diversion Capacity: 0.03

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

THE TURPIN FAMILY LIVING TRUST

THIS TRUST AGREEMENT, dated this 21 day of September, 2006, is among Larry B. Turpin and Terri Turpin, husband and wife, of Boise, Idaho (referred to collectively as "grantors" and singly as "grantor") and Larry B. Turpin, of Boise, Idaho (referred to as the "trustee").

ARTICLE I. CREATION OF TRUST

1.1. Initial Trust Estate. By this agreement, grantors hereby assign, convey, transfer, and deliver to the trustee the property described on Schedules A and B attached hereto and the trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

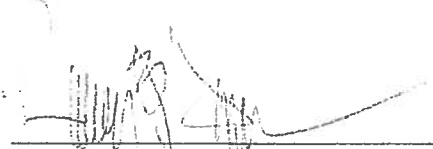
1.2. Character of Property. The property described on Schedule A (referred to as the "separate estate") is the separate property of grantors and is owned by them in the shares, proportions and interests specified in such schedule. The trustee shall divide the separate estate into two accounts (referred to as the "separate accounts"), one for each grantor, and shall allocate to each such account the separate property of the grantor for whom such account was established. The property described on Schedule B (referred to as the "community estate") is the community property of grantors and shall retain its character as such at all times in the trust estate.

1.3. Additions to Trust. Grantors, or either of them, or any other person may, from time to time, transfer, give, bequeath, or devise additional property to the trustee upon the terms of this instrument. The trustee shall determine the character of any such additional property and shall allocate the same between the community and separate estates as provided in section 1.2.

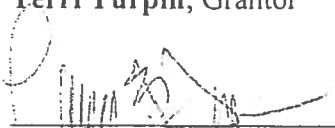
1.4. Name of Trust. The trust hereby created shall be known as The Turpin Family Living Trust.

1.5 Grantors Children. Grantors are the joint natural parents of two children: Brandon Harrison Turpin, born January 20, 1979 and Taber Jonathan Turpin, born August 1, 1983. Neither grantor has any other children. As used herein, the term "grantors' children" shall refer to the two children set forth in the immediately preceding sentence and any other children that may be hereafter born to or legally adopted by grantors.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.


Larry B. Turpin, Grantor


Terri Turpin, Grantor

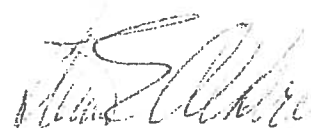

Larry B. Turpin, Trustee

STATE OF IDAHO)
 : ss.

County of Ada)

On this 21 day of September, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry B. Turpin known or identified to me to be the person whose name is subscribed to the within agreement and acknowledged to me that she executed the same.

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


Notary Public for Idaho

Residing at: BOISE, ID

My Commission Expires: 10/1/10

For Recorder's Use

GRANT OF EASEMENT AND WELL SHARING AGREEMENT

THIS GRANT OF EASEMENT AND WELL SHARING AGREEMENT ("Agreement") is made and entered into on this 23rd day of October, 2014, 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:

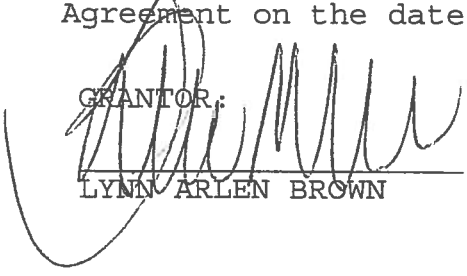
- 1 Grantor grants, bargains, sells, and conveys unto Grantees the right to receive and draw water for landscaping purposes from the Well on the Brown property to the Turpin property. Additionally, Grantor grants, bargains, sells, and conveys unto Grantees an easement for ingress, egress, and access 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,

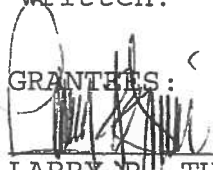
each of which shall be deemed to be an original and all of which shall be construed one and the same agreement. A true and correct photocopy of this Agreement, as executed by all parties hereto, may be used in lieu of the original for all purposes. Facsimile transmission of any signed original document,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

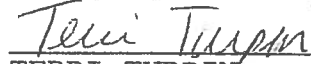
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

GRANTOR:


LYNN ARLEN BROWN

GRANTEES:

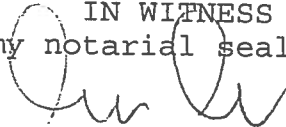

LARRY B. TURPIN


TERRI TURPIN

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On October 23, 2013, 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.



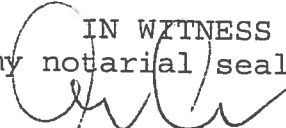
Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires 2-25-15



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On October 23, 2013, 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 2-25-15



#1



#2



#3



#4



#15



#16

