

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 27 2012

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 67-10455	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Alyce Green
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Hugo A. Bravo & Rose M. Wallace
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☒ and ☐ or ☐ and/or

1928 Lake Shore Avenue
Mailing address

Los Angeles, CA 90039
City State ZIP

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: August 20, 2012

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: [Signature] Title, if applicable: _____ Date: 8-20-12
Signature of new owner/claimant
Signature: [Signature] Title, if applicable: _____ Date: 8-20-12
Signature of new owner/claimant

For IDWR Office Use Only:

Received by RS Date 8-27-12 Receipt No. W040524 Receipt Amt. 100-
Approved by _____ Processed by RS Date 10-16-12

WARRANTY DEED

For Value Received, ALYCE GREEN, a single woman

the grantor does hereby grant, bargain, sell and convey unto
HUGO A. BRAVO, a single man and ROSE M. WALLACE, a single woman

the grantees, whose current address is 1928 Lake Shore Avenue, Los Angeles, CA 90039

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

GRANTOR, TOGETHER WITH HER HEIRS AND ASSIGNS, RESERVES one-half interest in Water Right No. 67-10455, well for domestic use to service adjacent property known as 804 Indian Valley Road, Indian Valley, ID 83632, Parcel No. RP14N01W116060A. Agreement, Instrument No. 86235, and Well User's Agreement and Easement, Instrument No. 117756, together with its terms and conditions, shall remain in place between parties.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that she will warrant and defend the same from all lawful claims whatsoever.

Date: August 7, 2012

Instrument # 123969

COUNCIL, ADAMS, IDAHO

8-23-2012 09:02:55 No. of Pages: 2

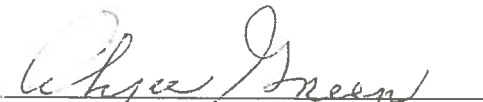
Recorded for : TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

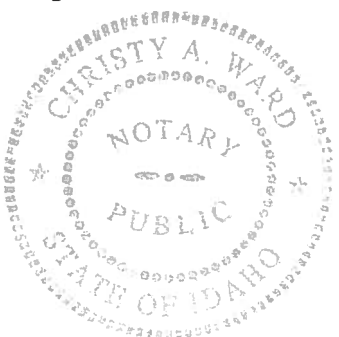
Index to: DEED

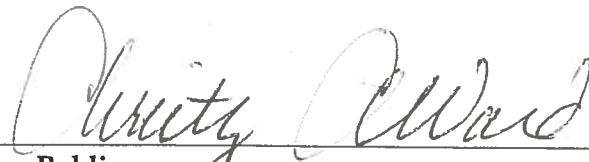
Fee: 13.00


ALYCE GREEN

STATE OF Idaho)
COUNTY OF Adams) : SS

On this 20th day of August, in the year of 2012, before me, a Notary Public in and for said State, personally appeared ALYCE GREEN
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me she executed the same.




Notary Public
Residing at: Indian Valley, Idaho
Commission expires: 9-17-16

#12-1189

EXHIBIT 'A'

TRACT 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 11: A tract of land in the SW1/4SW1/4 of said section,
township and range more particularly described as follows:
Commencing at a point that is 35 feet East and 30 feet North of the
Southwest corner of said SW1/4SW1/4;
Thence East 140 feet; Thence North 50 feet;
Thence West 140 feet; Thence South 50 feet to the REAL POINT OF
BEGINNING.

TRACT 2

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 14: A tract of land situated in the NW1/4NW1/4 more
particularly described as follows:
Commencing at the section corner common to Sections 10, 11, 14 and 15
of said township and range;
Thence East along the North line of Section 14 a distance of 208 feet;
Thence South and parallel to the West line of said Section a distance
of 100 feet;
Thence West and parallel to the North line of said section a distance
of 208 feet to the West line of Section 14;
Thence North along the West line of said section a distance of 100
feet to the REAL POINT OF BEGINNING.

WELL USER'S AGREEMENT AND EASEMENT

This Well User's Agreement and Easement (agreement) is made and entered into this 2nd day of Feb 2009 between Robert Green and Alyce Green.

A. Robert Green is the owner of certain land located in Adams County Idaho as more particularly described on exhibit A attached hereto and incorporated herein.

B. Alyce Green is the owner of certain land located in Adams County Idaho as more particularly described on exhibit B attached hereto and incorporated herein.

C. A water well (the well) is currently located on the Parcel as indicated on Exhibit B.

D. The parties desire to enter into an agreement and easement whereby the Exhibit A parcel shall have the benefit of using the Well for domestic water.

Now, Therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The parties agree as follows:

1. Use of Well. For so long as the Well is capable of producing water Robert Green and his successors in interest to the Exhibit A Parcel shall have the right to utilize the Well for the purpose of providing domestic water to the Exhibit A parcel.
2. Easement. Alyce Green hereby grants Robert Green and his successors in interest to the Exhibit A parcel an easement for a water line and a control wire from the well to the Robert Green parcel in the location indicated on Exhibit B. In addition, such easement shall include the right to enter the Alyce Green parcel to replace or repair such line or to perform any other necessary act to effect the intent of this agreement.
3. Power And Maintenance. Robert Green shall bear the sole responsibility for paying all cost and expense for power to the Well, and all maintenance thereto. The parties shall agree upon and utilize a pump/control system which will permit the Well to serve the Robert Green parcel and the Alyce Green parcel in the manner described herein. Robert Green shall bear the sole responsibility for the cost of the well, the pump, any related equipment and all replacement and repair thereof.
4. Permitted Use. The parties agree that the Well shall be used for Domestic Water and neither party shall use the Well in such a manner as to impair the rights of the other party to reasonable use of the available and existing water.

Instrument # 117756

COUNCIL, ADAMS, IDAHO

2-3-2009 01:02:41 No. of Pages: 5

Recorded for : AMERITITLE

SHERRY WARD Fee: 15.00

Ex-Officio Recorder Deputy *Peggy P. Pinal*

Index to: AGREEMENT

5. Agreement Binding. The rights and obligations herein set forth shall run with the land herein described and shall benefit and be binding upon all successors in interest to either party.
6. Attorney's Fees. In the event any legal proceedings are initiated to enforce performance of any terms or conditions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and all related costs incurred in connection with such proceedings, including any such fees and costs incurred on appeal.
7. Idaho Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.
8. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all prior memoranda, negotiations and agreements, oral or written, shall be super ceded by this Agreement.

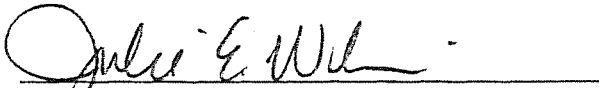
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Robert E. Green

Dhyan Green

STATE OF IDAHO, COUNTY OF ADAMS

On this 2ND day of February, 2009, before me, a notary public in and for the said State, personally appeared ALYCE GREEN AND ROBERT GREEN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public
Residing at Council
Comm. Expires 5/21/10

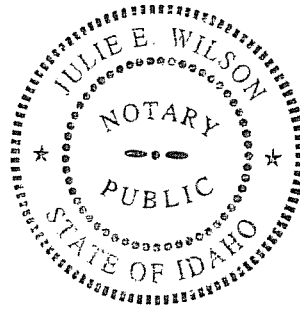


EXHIBIT "A"

A certain tract of land, situated in the Southwest corner of the SW1/4SW1/4 of Section 11, in Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho, particularly described as commencing at a point which is 35 feet East and 80 feet North of the Southwest corner of said SW1/4SW1/4, Said Section, Township and Range, and running thence North, parallel to the West line of said SW1/4SW1/4, 100 feet to a point;
Thence East and parallel to the South line of said Sw1/4SW1/4, 140 feet;
Thence South 100 feet;
Thence West 140 feet to the place of beginning.

EXHIBIT B

TRACT 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 11: A tract of land in the SW1/4SW1/4 of said section,
township and range more particularly described as follows:
Commencing at a point that is 35 feet East and 30 feet North of the
Southwest corner of said SW1/4SW1/4;
Thence East 140 feet; Thence North 50 feet;
Thence West 140 feet; Thence South 50 feet to the REAL POINT OF
BEGINNING.

TRACT 2

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 14: A tract of land situated in the NW1/4NW1/4 more
particularly described as follows:
Commencing at the section corner common to Sections 10, 11, 14 and 15
of said township and range;
Thence East along the North line of Section 14 a distance of 208
feet;
Thence South and parallel to the West line of said Section a distance
of 100 feet;
Thence West and parallel to the North line of said section a distance
of 208 feet to the West line of Section 14;
Thence North along the West line of said section a distance of 100
feet to the REAL POINT OF BEGINNING.

For Value Received, DAWN ZIELINSKI, a single woman,
the grantor, does hereby grant, bargain, sell and convey unto
ALYCE GREEN, a single woman,
the grantee, whose current address is, P.O. Box 6297, Boise, ID 83707
the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee,
her heirs and assigns forever. And the said Grantor does hereby covenant to and with the
said Grantee, that she is the owner in fee simple of said premises; that they are free
from all encumbrances excepting for all easements of record, rights of way, matters
visible, and all matters of record and title and that she will warrant and defend the same
from all lawful claims whatsoever.

Date: June 20, 2000

Dawn Zielinski
Dawn Zielinski

STATE OF Utah,
COUNTY OF Dron) ss

On this 20th day of June, in the year of 2000, before me
a Notary Public in and for said State, personally appeared
DAWN ZIELINSKI
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.

Kathy Slack
Notary Public
Residing at Cedar City, Utah
Commission expires: 7-7-2000

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record
at the request of

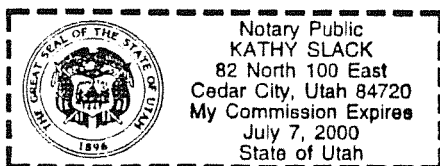
at _____ minutes past _____ o'clock M.
this _____ day of _____, 20____, in my
office, and duly recorded in Book _____
of Deeds at page _____

Ex-Officio Recorder

By: _____ Deputy

Fees \$
Mail to:

#00-313



TRACT 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 11: A tract of land in the SW1/4SW1/4 of said section,
township and range more particularly described as follows:

Commencing at a point that is 35 feet East and 30 feet North of the
Southwest corner of said SW1/4SW1/4;

Thence East 140 feet; Thence North 50 feet;

Thence West 140 feet; Thence South 50 feet to the REAL POINT OF
BEGINNING.

TRACT 2

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 14: A tract of land situated in the NW1/4NW1/4 more
particularly described as follows:

Commencing at the section corner common to Sections 10, 11, 14 and 15
of said township and range;

Thence East along the North line of Section 14 a distance of 208
feet;

Thence South and parallel to the West line of said Section a distance
of 100 feet;

Thence West and parallel to the North line of said section a distance
of 208 feet to the West line of Section 14;

Thence North along the West line of said section a distance of 100
feet to the REAL POINT OF BEGINNING.

INSTRUMENT NO.

QUIT CLAIM DEED

For Value Received SHAWN D. ZIELINSKI, formerly a married man, now unmarried

does hereby convey, release, remise and forever quit claim unto DAWN ZIELINSKI, formerly a married woman, now unmarried

whose address is P.O. Box 81, Indian Valley, ID 83632

the following described premises, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

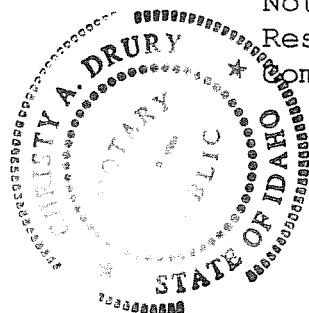
Date: February 23, 2000

Shawn D. Zielinski
SHAWN D. ZIELINSKI

STATE OF IDAHO)
) ss
County of ADAMS)

On this 23 day of February, in the year of 2000, before me, a Notary Public in and for the said State, personally appeared SHAWN D. ZIELINSKI known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Christy A. Drury
Notary Public for Idaho
Residing at: *Graindale*
Commission expires: *3/4/04*



TRACT 1

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 11: A tract of land in the SW1/4SW1/4 of said section,
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Commencing at a point that is 35 feet East and 30 feet North of the
Southwest corner of said SW1/4SW1/4;
Thence East 140 feet; Thence North 50 feet;
Thence West 140 feet; Thence South 50 feet to the REAL POINT OF
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Thence East along the North line of Section 14 a distance of 208
feet;
Thence South and parallel to the West line of said Section a distance
of 100 feet;
Thence West and parallel to the North line of said section a distance
of 208 feet to the West line of Section 14;
Thence North along the West line of said section a distance of 100
feet to the REAL POINT OF BEGINNING.

INSTRUMENT NO. 86235

Agreement between Duane and Jackie Myers, owners of property at 802 Indian Valley Road; Indian Valley, Idaho and the Indian Valley Community Church; 821 Indian Valley Road; Indian Valley, Idaho.

The Indian Valley Community Church shall have water rights to the well on the Myers property for sufficient water to supply one kitchen, two bath rooms, and a maximum of 3000 square feet of lawn and flower beds.

The Indian Valley Community Church shall re-imburse the owners of the above property, five dollars per month for electricity used to pump water from the well for church use.

This agreement shall be transferred with any future sale of the property at 802 Indian Valley Road; Indian Valley, Idaho.

Duane Myers

Jackie Myers

INSTRUMENT NO. 86235

State of Idaho)
County of Adams) ss.

Filed for record at the request of
Duane Myers

40 min. past 11 o'clock A.M.

this 5th day of July, 1994

MICHAEL FISK, RECORDER

by Deputy
Deputy

Fee \$ 3.00

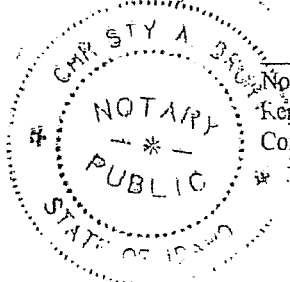
Return to: Duane Myers
5559 Hwy 95

New Meadows, ID
83654

STATE OF IDAHO)

COUNTY OF ADAMS) ss

On this 5th day of July, in the year of 1994, before me a Notary Public in and for said State, personally appeared DUANE MYERS & JACKIE MYERS known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Christy A. Bruns
Notary Public
Residing At: Franklin, Idaho
Commission Expires: 8/4/98

TJUN RIW Section 11

6000 TX 1093

Indian Valley Community Assoc. Inc

Plot # 349

E

W

6010 8152 TX 248	57
6020 Lindsay, Mary #91486 2-7-97	87
6030 Henke, #246	9
6040 Lindsay TX 245	9
6050 Lindsay TX 244	8

6500 TX 249

6090 TX 243	208'
Ruth Henderson	208'
7/1/43 11/14/43	208'

McDaniel, Darcy D 2-14-99 96661

1-4 245 246 247 248

96661 8/19/99

Taxes being sent to Fred Anderson
c/o Alyce Green

S

1320

10 35 Anderson 5/5/46

15 14

