

RECEIVED

AUG 22 2012

WATER RESOURCES  
WESTERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

DEL

## 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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 78-10190 Well         | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| PD 78-12401 Spring    | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: James F. Gleason and Lorna Gleason

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Chad Whippermann

Name of each new owner as listed on the conveyance document

New owner continued

Name connector ☐ and ☐ or ☐ and/or

5631 Pines Road

Mailing address

New Meadows

City

208-628-9257

Telephone

ID

83654

State

ZIP

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: 6-18-2012 Well

6. This form must be signed and submitted with the following **REQUIRED** items: 7-18-2012 Spring

- 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]  
Signature of new owner/claimant

Title, if applicable

Date

8-15-2012

Signature: \_\_\_\_\_  
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by RS Date 8-22-12Receipt No. W040508Receipt Amt. 25Approved by \_\_\_\_\_ Processed by RSDate 8-23-12



IDWD

Order No. 0018454

5055U

Instrument # 123579

COUNCIL, ADAMS, DATED

8-18-2012

02:45:23 No. of Pages: 3

Recorded by: AMERITITLE

SHERIFF WARD

Ex-Officio Recorder Deputy *[Signature]*

Index to: 90229

**WARRANTY DEED**

For Value Received,

**James F. Gleason and Lorna Gleason, husband and wife**

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

**Chad Wippermann, a married man as his sole and separate property**GRANTEE(s), whose address is **5631 Pines Road, New Meadows, 83654**

the following described real property, to-wit:

See attached as Exhibit "A"

TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 12 day of June, 2012.

James F. Gleason  
James F. Gleason

Lorna Gleason  
Lorna Gleason

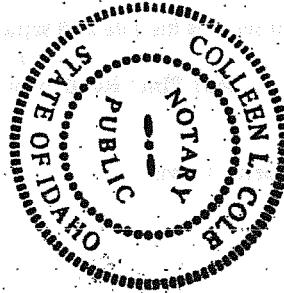
State of IDaho )

County of Valley )

On this 18 day of June, 2012 before me Colleen L. Cole, a notary public in and for said State, personally appeared James F. Gleason 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.

Colleen L. Cole  
Notary Public

Residing at: Cascade  
Commission Expires: 6-10-2017



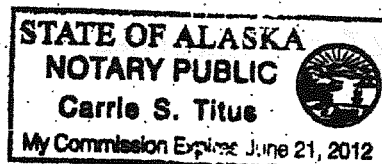
State of Alaska )

County of )

On this 12<sup>th</sup> day of June, 2012 before me Carrie S. Titus, a notary public in and for said State, personally appeared Lorna Gleason 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.

Carrie S. Titus  
Notary Public

Residing at: Palmer, AK  
Commission Expires: 6/21/2012



## EXHIBIT "A"

## PARCEL B

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho:

Section 9: A parcel of land situated in the SE1/4 more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 9 and 16, T22NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey on file as Instrument No. 75648, in the office of the Recorder of Adams County, Idaho;

Thence N 0°11'10" E, 821.86 feet along the Westerly boundary of the SW1/4SE1/4 of said Section 9 to a ½" rebar;

Thence N 75°03'18" E, 690.90 feet to a 5/8" rebar, as shown on that particular Record of Survey on file as Instrument No. 120426 in the office of the Recorder of Adams County, Idaho, the REAL POINT OF BEGINNING;

Thence N 14°56'43" W., 93.05 feet to a 5/8" rebar;

Thence N 50°19'05" E, 200.00 feet to a 5/8" rebar;

Thence N 88°18'46" E, 97.19 feet to a 5/8" rebar on the westerly right-of-way of the unconstructed portion of U.S. Highway 95, as deeded to the State of Idaho in Book 14, page 388 and 496 of deeds and subsequently quitclaimed to Adams County with Instr. No. 67247 all of record in the Office of the Recorder of Adams County, Idaho, as shown on that particular Record of Survey recorded as Instr. No. 115007 in the office of the Recorder of Adams County, Idaho;

Thence S 32°30'56" E, 162.01 feet along the Westerly right-of-way to a 5/8" rebar marking the Northerly boundary of the particular parcel of land described in Warranty Deed Instr. No. 94846 recorded in the office of the Recorder of Adams County, Idaho, (from which a brass cap monument marked V.O.H.-C.W.B. bears N 75°03'18" E, 26.80 feet);

S 75°03'18" W., 209.79 feet to a 5/8" rebar marking the Northwestern corner of said Warranty Deed parcel;

Thence continuing S 75°03'18" W., 115.35 feet to the POINT OF BEGINNING.

# Instrument # 120426

COUNCIL, ADAMS, IDAHO

6-23-2010 03:37:22 No. of Pages: 1  
 Recorded for: SKIFTUN LAND SURVEYING  
 SHERRY WARD  
 Ex-Office Recorder: Deputy  
 Index to SURVEY

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in May of 2010, and that it correctly represents the points, courses and distances as recorded in said field notes.



Scale 1" = 100'

## LEGEND

- found brass cap
- ⊙ set 5/8" rebar w/ plastic cap
- oak point, no monument w/
- ⊙ found 5/8" rebar
- found 1/2" rebar
- ⊞ found R.O.W. monument
- △ found monument as noted

## NOTES:

This drawing was prepared to show a split of the 6.235 Acre parcel described in Warranty Deed, Inst No. 118731, into a 1.009 Acre Parcel and a 5.225 Acre remainder Parcel.

BEARINGS BASED ON RECORD OF SURVEY, INST NO. 75648

## RECORD OF SURVEY

Adams County, State of Idaho

JAMES AND LORNA GLEASON

PROPERTY SPLIT

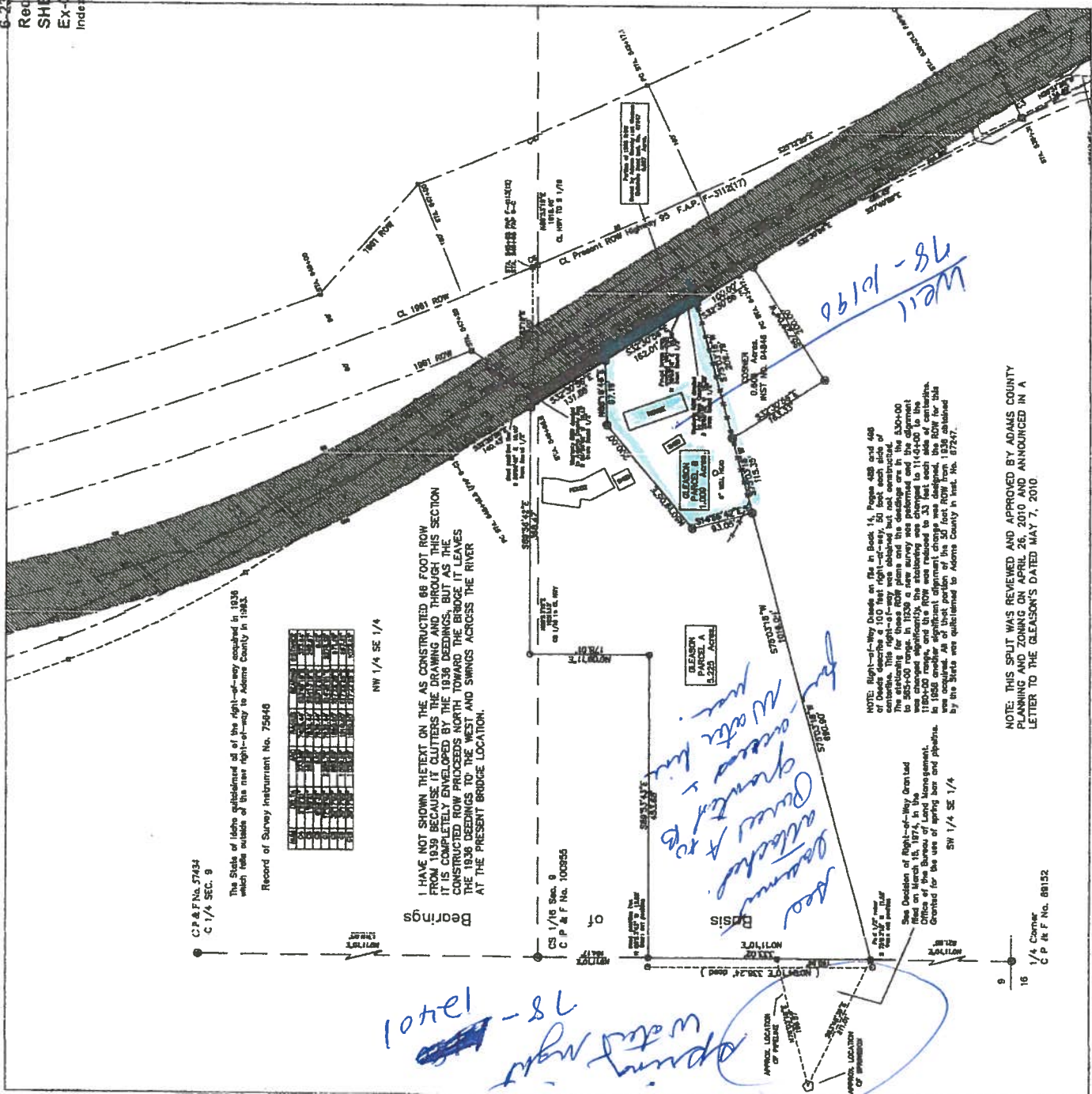
Situate in the SE 1/4

Section 9, T. 22 N., R. 1 E., B.M.

Adams County, Idaho



SKIFTUN LAND SURVEYING, INC.  
 13784 HIGHWAY 55  
 MECALL, IDAHO 83638  
 208-634-3696/FAX 208-634-8475



CP&F No. 57434  
 C 1/4 Sec. 9

Record of Survey Instrument No. 75648

NW 1/4 SE 1/4

I HAVE NOT SHOWN THEREIN ON THE AS CONSTRUCTED 66 FOOT ROW FROM 1938 BECAUSE IT CUTTERS THE DRAWING AND THROUGH THIS SECTION IT IS COMPLETELY ENVELOPED BY THE 1938 DEEDINGS. BUT AS THE CONSTRUCTED ROW PROCEEDS NORTH TOWARD THE BRIDGE IT LEAVES THE 1938 DEEDINGS TO THE WEST AND SWINGS ACROSS THE RIVER AT THE PRESENT BRIDGE LOCATION.

Bearings

CS 1/16 Sec. 9  
 C P & F No. 100955

NOTE: Right-of-Way Deeds on file in Book 14, Pages 488 and 489 contain a 100-foot right-of-way easement for each line of centerline. This right-of-way easement was not shown on the plat. The easement for these ROW plans and the drawings are in the 1304-00 to 1305-00 range. In 1938 a separate survey was performed and the alignment was established. The ROW was reduced to 33 feet each side of centerline. In 1958 another significant alignment change was designed, the ROW for this was acquired. All of that portion of the 50 foot ROW from 1938 obtained by this State was relinquished to Adams County in Inst. No. 87247.

NOTE: This Survey was Reviewed and Approved by Adams County Planning and Zoning on April 26, 2010 and Announced in a Letter to the Gleason's dated May 7, 2010.

NOTE: THIS SPLIT WAS REVIEWED AND APPROVED BY ADAMS COUNTY PLANNING AND ZONING ON APRIL 26, 2010 AND ANNOUNCED IN A LETTER TO THE GLEASON'S DATED MAY 7, 2010

1/4 Corner  
 C P & F No. 88152



**SKIFTUN LAND SURVEYING, INC.**  
LOTS - BOUNDARY - TOPOGRAPHY - ALTA  
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA  
*Working hard to protect your property investment!*

June 24, 2010

Page 1 of 2

**GLEASON PROPERTY  
PARCEL B  
Section 9, T. 22 N., R. 1 E., B.M., Adams County, Idaho  
1.009 Acres**

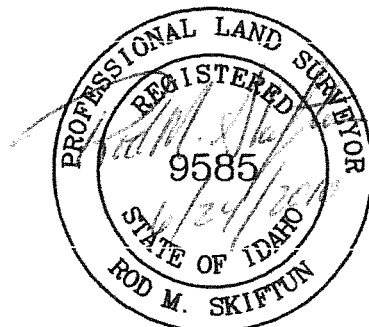
A parcel of land situate in the SE $\frac{1}{4}$ , of Section 9, T. 22 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the  $\frac{1}{4}$  corner common to Sections 9 and 16, T. 22 N., R. 1 E., B.M., Adams County, Idaho, as shown on that particular Record of Survey on file as Instrument No. 75648, in the Office of the Recorder of Adams County, Idaho; thence, N.  $0^{\circ}11'10''$  E., 821.86 feet along the westerly boundary of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , of said Section 9, to a  $\frac{1}{2}$ " rebar; thence, N.  $75^{\circ}03'18''$  E., 690.90 feet to a  $\frac{5}{8}$ " rebar, as shown on that particular Record of Survey on file as Instrument No. 120426, in the Office of the Recorder of Adams County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, N.  $14^{\circ}56'43''$  W., 93.05 feet to a  $\frac{5}{8}$ " rebar,  
thence, N.  $50^{\circ}19'05''$  E., 200.00 feet to a  $\frac{5}{8}$ " rebar,  
thence, N.  $88^{\circ}18'46''$  E., 97.19 feet to a  $\frac{5}{8}$ " rebar on the westerly right-of-way of the unconstructed portion of U.S. Highway 95, as deeded to the State of Idaho, in Book 14, Page 388 and 496 of Deeds, and subsequently quitclaimed to Adams County, with Instrument No. 67247, both on record in the Office of the Recorder of Adams County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 115007, in the Office of the Recorder of Adams County, Idaho,  
thence, S.  $32^{\circ}30'56''$  E., 162.01 feet along said westerly right-of-way to a  $\frac{5}{8}$ " rebar marking the northerly boundary of that particular parcel of land described in Warranty Deed, Instrument No. 94846, recorded in the Office of the Recorder of Adams County, Idaho, (from which and a brass monument marked V.O.H.- C.W.B., bears N.  $75^{\circ}03'18''$  E., 26.80 feet),  
thence, S.  $75^{\circ}03'18''$  W., 209.79 feet to a  $\frac{5}{8}$ " rebar marking the northwesterly corner of said Warranty Deed parcel,  
thence, continuing S.  $75^{\circ}03'18''$  W., 115.35 feet to the Point of Beginning, containing 1.009 acres, more or less.

**ALONG WITH:** A grant of right-of-way for the use of a spring box and pipeline as shown on the official

Rod M. Skiftun - P.L.S. 9585  
13784 Highway 55 McCall, ID 83638  
208-634-3696/Fax 208-634-8475  
E-mail: [rskiftun@frontiernet.net](mailto:rskiftun@frontiernet.net)



document of Decision of Right-of-Way Granted filed on March 15, 1974, in the Idaho State Office of the Bureau of Land Management.

**SUBJECT TO:** All easements and rights-of-way of record or use.

Bearings based on Record of Survey, Instrument No. 75648 and 115007.

Rod M. Skiftun – P.L.S. 9585  
13784 Highway 55      McCall, ID 83638  
208-634-3696/Fax 208-634-8475  
E-mail: [rskiftun@frontiernet.net](mailto:rskiftun@frontiernet.net)



Instrument # 123678

COUNCIL, ADAMS, IDAHO

6-19-2012 02:03:18 No. of Pages: 9

Recorded for : AMERITITLE

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DECLARATION

Fee: 34.00

50550

## DECLARATION OF EASEMENTS

THIS DECLARATION is made this 25<sup>th</sup> day of May 2012, by James F. Gleason and Lorna Gleason, husband and wife, 5633 Pines Road, New Meadows, Idaho, 83654, ("Declarant").

### ARTICLE 1 – GENERAL

**1.1 Property Affected:** Declarant is the owner of certain real property which is located in Adams County, Idaho, and which is more particularly described in the attached Exhibit "A", which is incorporated herein by reference (hereinafter "Parcel A"); and, Declarant is also the owner of certain real property which is adjacent to Parcel A and which is located in Adams County, Idaho, and which is more particularly described in the attached Exhibit "B", which is incorporated herein by reference (hereinafter "Parcel B").

Parcel A and Parcel B shall collectively be referred to as "the Property".

**1.2 Declaration:** Declarant hereby declares that Parcel A and Parcel B are and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance and improvement of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any portion thereof; (ii) shall inure to the benefit of Parcel A and Parcel B; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest.

### ARTICLE 2 – DEFINITIONS

**2.1 Owner:** The term "Owner" shall refer to that person or entity or those persons or entities that hold the ownership interest in Parcel A or Parcel B as shown on the records of the County Recorder, Adams County, Idaho.

### ARTICLE 3 – EASEMENTS

#### **3.1 Easement benefiting Parcel A:**

**A. Easement:** An irrevocable, permanent easement over, under and across a strip of land twenty five feet (25') wide, adjacent to the westerly property line of Parcel B

is reserved for the benefit of Parcel A. Such easement is more particularly described as follows:

Commencing at the northwest corner of Parcel B, the REAL POINT OF BEGINNING,  
thence, southerly along the westerly boundary of Parcel B to the southwest corner of Parcel B, thence, easterly 25 feet along the southerly boundary of Parcel B to a point,  
thence, northerly along a line which is parallel to the westerly boundary of Parcel B to its intersection with the northerly boundary of Parcel B,  
thence, westerly along the northerly boundary of Parcel B to the POINT OF BEGINNING.

This easement is for; (i) access and use by the Owner of Parcel A to the existing water line and water valves located on the southerly boundary of Parcel B; and (ii) for construction, use and maintenance of a water line within such easement from the existing water line and valve located in Parcel B to Parcel A.

**B. Conditions of Easement:** The purpose of the easement is to provide Parcel A with access to the existing water line on Parcel B and to allow Parcel A to connect to such water line and provide water to Parcel A. Further, such access is to allow for access to maintain and repair such water line.

The Parcel A Owner shall indemnify and hold the Parcel B Owner, its successors or assigns, harmless regarding, and waive as to the Parcel B Owner, any claims of any kind for damages, fees, costs, or relief of any kind whatsoever stemming from, or related in any way, to use of the easement.

### **3.2 Waterline Easement Benefiting Parcel B:**

**A. Easement:** An irrevocable, permanent easement over, under and across Parcel A, which easement is located along the existing above ground water line and water tank reservoir existing on Parcel A is reserved for the benefit of Parcel B. The water line is located on Parcel A, starting at the westerly boundary of Parcel A and traversing Parcel A to its interception with the westerly boundary of Parcel B. This easement is for access, maintenance, repair and use by the Owner of Parcel B to the existing water line and water tank.

**B. Conditions of Easement:** The purpose of the easement is to provide Parcel B with access to the existing above ground water line and water tank on Parcel A and to allow Parcel B to maintain, replace and repair such water line and storage tank as necessary.

The Parcel B Owner shall indemnify and hold the Parcel A Owner, its successors or assigns, harmless regarding, and waive as to the Parcel A Owner any claims of any

kind for damages, fees, costs, or relief of any kind whatsoever stemming from or related in any way to use of the easement.

**3.3            Easement for Access to Bureau of Land Management (BLM) Land:**

**A.        Easement:** An irrevocable, permanent, non-exclusive, pedestrian easement to cross Parcel A to provide access to the BLM land which is westerly of Parcel A is reserved for the benefit of Parcel B. This easement shall be located on the southerly portion of Parcel A as is more particularly described as follows:

Commencing at the southwest corner of Parcel A, the REAL POINT OF BEGINNING,  
thence, easterly along the southerly boundary of Parcel A to its intersection with the southwest corner of Parcel B,  
thence, northerly along the westerly boundary of Parcel B to the northwest corner of Parcel B,  
thence, westerly along a line which is parallel to the southerly boundary of Parcel A to its intersection with the westerly boundary of Parcel A,  
thence, southerly along the westerly boundary of Parcel to the POINT OF BEGINNING.

This easement shall be used in such a manner so that it does not interfere with the use and enjoyment of Parcel A by the Owner of Parcel A.

**B.        Conditions of Easement:** The purpose of the easement is to provide Parcel B with pedestrian access to the BLM land. Use of this easement is limited to the normal and necessary use of a single-family residence and its guests and invitees.

The Parcel B Owner shall indemnify and hold the Parcel A Owner, its successors or assigns harmless regarding, and waive as to the Parcel A Owner, any claims of any kind for damages, fees, costs, or relief of any kind whatsoever, stemming from or related in any way, to use of the easement.

**ARTICLE 4 – MISCELLANEOUS PROVISIONS**

**4.1        Maintenance of water system:** The Owners of Parcel A and B shall equally share the cost and expense to maintain, repair or replace the existing water lines, water tank and the water works associated with such water system that is located on BLM property. Prior to the commencement of any work on the water system the Owners shall confer with one another and agree upon the scope of work to be performed and the cost thereof.

**4.2        Non-Waiver/Modification:** The failure of a party to demand strict performance of or compliance with this Declaration or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Declaration may not be

changed or modified orally. It may only be modified by a written instrument executed by the Owners of Parcel A and Parcel B.

**4.3 Attorneys Fees:** In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Declaration, then the prevailing party in such dispute shall be entitled to recover his/her attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

**IN WITNESS WHEREOF,** Declarant has executed this Declaration the day and year first above written.

James F. Gleason  
JAMES F. GLEASON

Lorna Gleason  
LORNA GLEASON

STATE OF IDAHO, )  
(ss.  
County of Valley, )

On this 25<sup>TH</sup> day of May, 2012, before me, a Notary Public in and for said State, personally appeared JAMES F. GLEASON, known or identified to me 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.

[Signature]  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 7/27/15  
PUBL  
STATE OF IDAHO

STATE OF IDAHO, )  

County of Valley, )

On this 25 day of May, 2012, before me, a Notary Public in and for said State, personally appeared LORNA GLEASON, 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.

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  
My Commission Expires: 9/1/11

## My Commission Expires