

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 10 2026

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPARTMENT OF WATER RESOURCES
EASTERN 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. 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 #7 of the instructions. WD 01

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-7659	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: Gary Summers

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Gary & Shannon Summers Living Trust

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

Mailing address 1177 E 9th N

City Rexburg

State ID.

Zip 83440

Telephone 208-351-0077-208 356 7803

Email gspotatoman@gmail.com

Shan Summers@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: 15th Nov. 2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: Gary Summers

Signature of new owner/claimant

Title, if applicable Trustee

Date 10. June 2026

Print name

For IDWR Office Use Only:

Received by JB

Date 10/10/2026

Receipt No. E051704

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 _____

Approved by JB

Processed by MP

Date 10/11/2026

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 17th day of April, 2015, between **GARY D. SUMMERS and SHANNON L. SUMMERS**, husband and wife, whose current address is 1177 E. 9th North, Rexburg, Idaho 83440, the Grantors, to **GARY D. SUMMERS and SHANNON L. SUMMERS, Trustees of the GARY AND SHANNON SUMMERS LIVING TRUST under a Declaration of Trust dated February 11, 2000**, whose current address is 1177 E. 9th North, Rexburg, Idaho 83440, the Grantees,

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten and No/100s Dollars (\$10.00), and other good and valuable consideration, do by these presents grant, convey, and assign unto the Grantees, as Trustees of the GARY AND SHANNON SUMMERS LIVING TRUST under a Declaration of Trust dated February 11, 2000, all of the following described real estate situated in the County of Madison, State of Idaho, to-wit:

Parcel 1:

Commencing at a point that is South 89°45' West 330.0 feet along the Section line from the South Quarter Corner of Section 16, Twp. 6 N., Rge. 40 E., Boise Mer., and running thence North 0°15' West 1320.0 feet; thence South 89°45' West 330.0 feet; thence South 0°15' East 1320.0 feet to the South line of Section 16; thence North 89°45' East 330.0 feet along the said Section line to the point of beginning.

Parcel 2:

An irregular parcel of land lying in a portion of the SE1/4SW1/4 and the SW1/4SE1/4 of Section 16, Twp. 6 N., Rge. 40 E., Boise Mer., described as follows, to-wit:

Beginning at the South Quarter Corner of Section 16, Twp. 6 North, Range 40 E., Boise Mer., thence South 89°45' West along the South line of said Section 16, a distance of 330.0 feet, thence North 0°15' West a distance of 1265.0 feet more or less, to a point on the Southerly right-of-way line of a present County Road; thence North 89°45' East along said right-of-way line 495.0 feet; thence South 0°15' East a

distance of 948.0 feet; thence North 89°45' East a distance of 330.0 feet; thence South 0°15' East 165.0 feet; thence South 26°19' West a distance of 169.94 feet, more or less to the South line of said Section 16; thence South 89°45' West along the South line of said Section 16, a distance of 419.0 feet to the point of beginning.

Parcel 3:

Commencing at a point that is South 89°45' West 660.0 feet and North 0°15' West 490.0 feet from the South Quarter Corner of Section 16, Twp. 6 N., Rge. 40 E., Boise Mer., and running thence South 89°45' West 865.0 feet; thence North 82°29'06" East 331.59 feet; thence North 62°08'04" East 605.0 feet; thence South 0°15' East 322.37 feet to the point of beginning.

TOGETHER WITH: all tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; all the improvements thereon; and rights, privileges, and easements appurtenant thereto.

SUBJECT TO: All covenants, restrictions, and reservations of record; all applicable building and zoning ordinances, use regulations and restrictions; all existing easements, claims of easement, and rights of way; all encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey, inspection of the premises or environmental assessment; and all accruing taxes and assessments.

TO HAVE AND TO HOLD, all and singular the said premises, together with their appurtenances, unto the said Grantees and to the Grantees' successors and assigns forever. In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.


GARY D. SUMMERS


SHANNON L. SUMMERS

STATE OF Arizona)
County of Pinal) ss.

ON THIS 17 day of April, 2015, before me, Deborah Swann, a Notary Public in and for said State, personally appeared GARY D. SUMMERS and SHANNON L. SUMMERS, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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Deborah Swann

Notary Public for: Pinal County, Arizona
Residing at: Florence, AZ
My Commission Expires: July 19, 2016

THE GARY & SHANNON SUMMERS LIVING TRUST

2024 RESTATED DECLARATION OF TRUST

THIS RESTATED DECLARATION OF TRUST, first made and entered into on the 15TH day of November, 2024, by and between GARY SUMMERS and SHANNON SUMMERS, husband and wife, of Rexburg, Idaho, herein referred to as "Grantors" and "Trustees",

WITNESSETH:

WHEREAS, the Grantors previously entered into a Declaration of Trust of THE GARY & SHANNON SUMMERS LIVING TRUST dated February 11, 2000 and various subsequent amendments; and

WHEREAS, the Grantors reserved the right at any time and from time to time, by instrument in writing delivered to the Trustees, to amend, modify, or revoke the trust in whole or in part; and

WHEREAS the Grantors now desire to restate the Trust in its entirety to simplify their Trust and combine all their amendments into one cohesive declaration of trust so the existing and future Trust Estate shall be held, administered and distributed in accordance with the terms and conditions of this Restated Declaration;

NOW THEREFORE, THE GRANTORS DECLARE A TRUST ON THE FOLLOWING TERMS AND CONDITIONS:

1. FAMILY STATUS

Grantors are husband and wife. The Grantors have four children on the date of this agreement, namely: Suzette S. Olsen, Seleste S. Dayton, Shalee S Summers-Euston,

and Rhett Summers. All references to "child" or "children" in this declaration refers to the individuals of this paragraph.

2. DESIGNATION OF TRUSTEES

The Grantors, GARY SUMMERS and SHANNON SUMMERS are hereby designated as Trustees of this Trust. Upon the death, incapacity, resignation, or removal of either of them as a Trustee of the Trust, then SUZETTE S. OLSEN and RHETT SUMMERS are designated as co-trustee in the deceased Grantor's place. On the death, incapacity, resignation, or removal of **both** Grantors as Trustees, then all family members shall cease to serve as Trustee and KIM J. REEVES, Esq. of the law firm Hopkins Roden, shall serve as sole trustee of the trust. Kim J. Reeves may appoint a successor Trustee in the event she is no longer able to serve as Trustee. If Kim fails to appoint a successor Trustee and fails to continue to serve as Trustee due to death incapacity or resignation, then ZION'S BANK TRUST DEPARTMENT is designated as Trustee of the Trust. On the death, incapacity, resignation, or removal of any trustee for whom a successor is not named as provided therein, a majority of the income beneficiaries of the Trust may appoint a successor trustee. In the case of a beneficiary suffering under a legal disability, such right of appointment shall be exercisable by the legal guardian or other person who has the care and custody of such beneficiary. No Trustee named herein shall be required to provide a fiduciary bond.

3. DEFINITIONS

A. INCAPACITY

Incapacity of any person shall be defined in accordance with the meaning given to that term by Chapter 5 of the Idaho Uniform Probate Code, Idaho Code Section 15-5-101, et

seq. Such incapacity shall be established for all purposes by the execution of a statement by the person's qualified personal physician setting forth any and all grounds relied on to support the determination, or by the entry of an order by a court of competent jurisdiction appointing a guardian or conservator for the person. Any party dealing with a successor Trustee as to any trust assets shall be entitled to rely solely upon such statement or order. The successor Trustee's appointment shall commence upon the delivery of such statement or order to the successor Trustee. The Grantors specifically authorize the release to all Trustees and successor Trustees of all medical statements and records relating to any medical examination of a Grantor, and any determination with regard to a Grantor's capacity.

B. TRUST ESTATE

Grantors have transferred and delivered to the Trustees the properties described in Schedule A, if any, attached hereto and incorporated herein by this reference. The receipt of that property is acknowledged by the Trustees. Such property, together with any other property that may later be added to this trust, shall constitute the Trust Estate and shall be held, administered, and distributed by Trustees as provided herein. Each Grantor's one-half community property interest in any community property items transferred to this Trust shall similarly hereafter remain the community property of that Grantor in every respect and for all purposes. The proceeds of any asset shall retain the same characterization as the asset itself. Upon any revocation of this Trust by the Grantors, the Trustees shall promptly distribute to the Grantors those properties comprising the Trust Estate in such manner as to fully and properly reflect the separate or community property interest of the Grantor in all of those properties.

C. EDUCATION

The term "education" shall be construed to include vocational, technical, remedial, secondary, college, and post-graduate study so long as pursued to advantage by the beneficiary at any institution of the beneficiary's choice. In determining payments to be

(2) Gender And Number

As used in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

(3) Titles And Headings Of Sections

Throughout this agreement, sections, subsections, and paragraphs have been titled and headed. These titles and headings and the Table of Contents that may accompany this agreement are for the sake of convenience only and should not be relied on in construing and interpreting this agreement.

(4) Invalidity

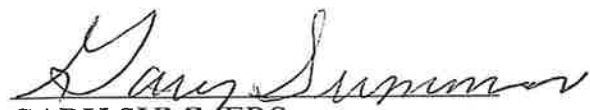
If any provision of this agreement or of any amendment to it should be invalid, it is the Grantors' intention that all of the remaining provisions thereof shall continue to be fully effective.

(5) Trust Situs

The situs of the Trust shall be at Rexburg, Idaho.

DATED this 15th day of November, 2024.

GRANTORS AND TRUSTEES


GARY SUMMERS


SHANNON SUMMERS

STATE OF IDAHO)
) ss.
County of Bonneville)

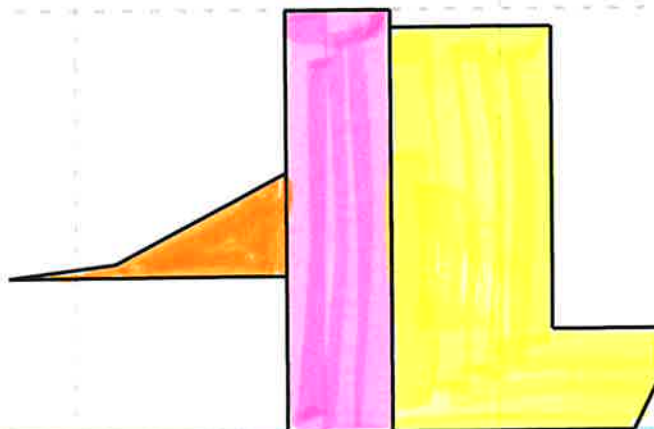
On this 15th day of November, 2024, before me, Kim J. Reeves, a Notary Public in and for said State, personally appeared GARY SUMMERS and SHANNON SUMMERS, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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Notary Public for Idaho
Residing at: Ammon, Idaho



Parcel 1
Parcel 2
Parcel 3

394921 Gary + Shannon Summers TO Gary
+ Shannon Summers Living Trust

6/10/2026

Scale: 1 inch= 600 feet

File:

Tract 1: 10.0000 Acres (435600 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3300 ft.

Tract 2: 16.6439 Acres, Closure: n00.0000e 0.00 ft. (1/835674), Perimeter=4122 ft.

Tract 3: 2.4000 Acres (104543 Sq. Feet), Closure: s67.0717w 0.01 ft. (1/391886), Perimeter=2124 ft.

01 /se,sw,16,6n,40e

02 /s89.45w 330.00

03 n0.15w 1320.00

04 s89.45w 330.00

05 s0.15e 1320.00

06 n89.45e 330.00

07 @0

08 /se,sw,16,6n,40e

09 s89.45w 330.00

10 n0.15w 1265.00

11 n89.45e 495.0

12 s0.15e 948.0

13 n89.45e 330.00

14 s0.15e 165.00

15 s26.19w 169.94

16 s89.45w 419.0

17 @0

18 /s89.45w 660.00

19 /n0.15w 490.00

20 s89.45w 865.0

21 n82.2906e 331.59

22 n62.0804e 605.0

23 s0.15e 322.37



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 11, 2026

GARY AND SHANNON SUMMERS LIVING TRUST
1177 E 9TH N
REXBURG ID 83440-5114

Re: Change in Ownership for Water Right No(s): 22-7659

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)
Cc: Water District 01