

RECEIVED

FORM 202 Rev. 09/16

NOV 19 2018

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AMENDED
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No. 5-23810

1. Name of applicant(s) William F Thompson Jr. Phone 15039495641
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 16 river road City Garden Valley
 State Idaho ZIP 83622 Email billfthompson@aol.com
2. Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☒ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Middle Fork Payette River which is a tributary of Payette River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
10N	RO4E	S34			NE	NE	Boise	Middle Fork Payette river	

5. Water will be used for the following purposes:
- Amount 0.030 for Irrigation purposes from 4/15 to 10/15 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.030 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. 3hp pump with 3 sectors of heads
 Pressure during operation 30PSI
- b. Height of storage dam n/a feet; active reservoir capacity n/a acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☒ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? _____; drilling firm _____;
 well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by AK Date 11/7/2018 Time 10:35 am Preliminary check by AS
 Fee \$ 100 Received by AK Receipt No. W046925 Date 11/7/2018

8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in kW. _____
- Stockwatering; list number and kind of livestock. _____
- Municipal; must complete and attach the Municipal Water Right Application Checklist.
- Domestic; show number of households _____
- Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	04E	34	1																1

Total number of acres to be irrigated: 1.0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NONE

- Who owns the property at the point of diversion? Shelley Lytle Lot #12 River at Pine Tree Subdivison
- Who owns the land to be irrigated or place of use? William f Thompson jr. Lot 24 (Same Sub.)
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: The water permit has been in use since 1999 Permit # 65-13819 All equipment is in place and operable

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. The water usage from river was established in 1999 to a Mr Shulman and further transferred to the Gibson Family Trust in 2003. (Doc. Attached) Mr Gibson Died few months after the sale of property to me and therefore a transfer of the permit wasn't made. The system is 3-zones and will irrigate lawn, trees and shrubs during the summer months.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

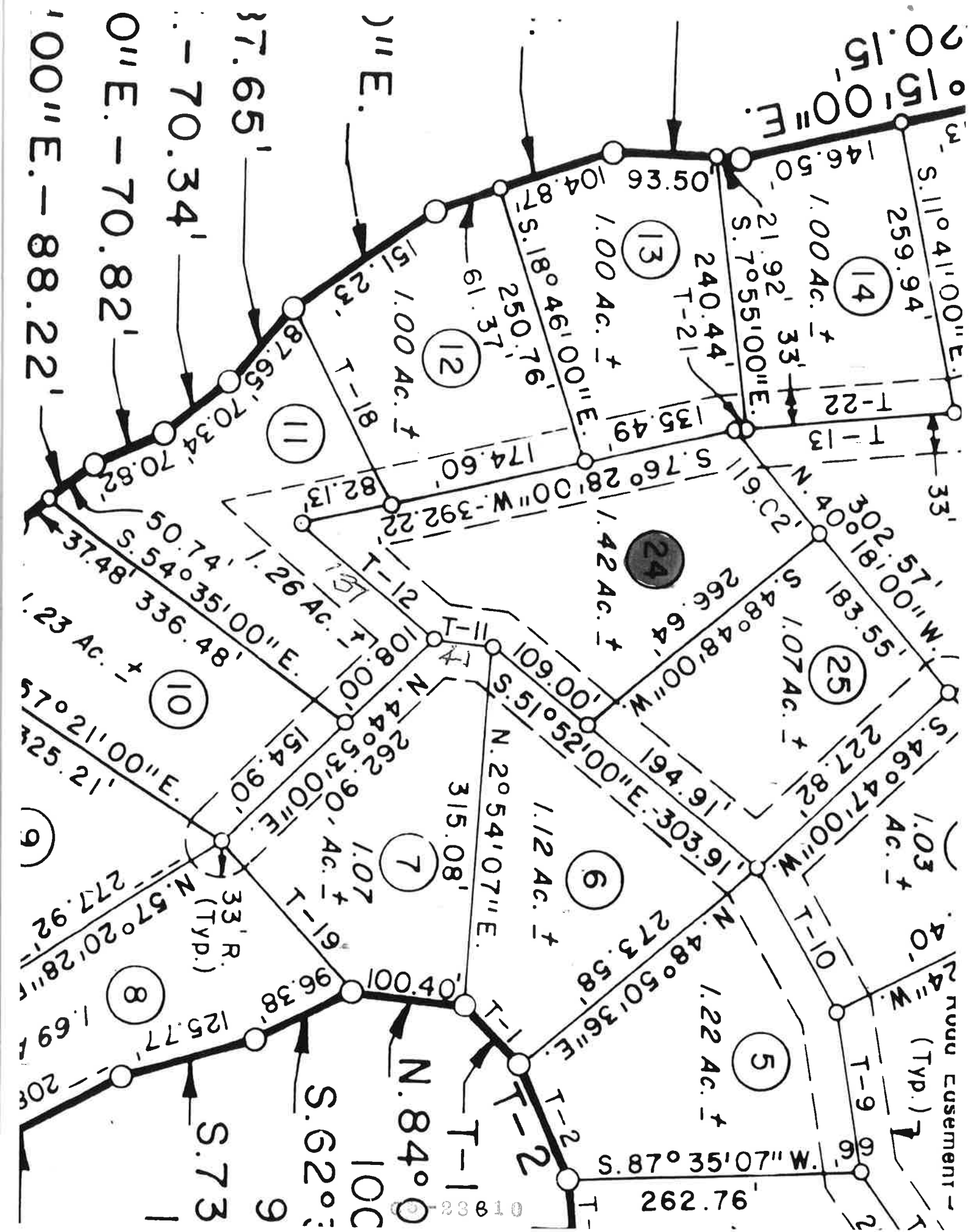
William F Thompson Jr.

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)





WHEN RECORDED RETURN TO:

Michael P. Lawrence
Givens Pursley LLP
601 W. Bannock Street
Boise, ID 83702

Instrument # 244265

IDAHO CITY, BOISE COUNTY, IDAHO
8-6-2014 11:23:14 No. of Pages: 9
Recorded for : GIVENS PURSLEY LLP
MARY T. PRISCO Fee: 34.00
Ex-Officio Recorder Deputy *Shirley Rye*
Index to: AGREEMENT

IRRIGATION EASEMENT AGREEMENT

This Irrigation Easement Agreement ("Agreement") is made this 25th day of July, 2014, by Gerold Dennett, an unmarried person, and Gregory B. Simione, an unmarried person, whose address is 23 River Road, Garden Valley, ID 83622 (together, "Grantor"), and Donald Gibson, Trustee of The Gibson Family Trust, whose address is 16 River Road, Garden Valley, ID 83622 ("Gibson" or "Grantee"). Grantor and Grantee may be referred to herein as "Party" or "Parties," as the case may be.

RECITALS

A. Grantor owns that certain parcel of real property located in Boise County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by reference ("Grantor's Property").

B. Grantee owns that certain parcel of real property located in Boise County, Idaho, legally described on Exhibit B, attached hereto and incorporated herein by reference ("Grantee's Property").

C. Grantee owns an irrigation water delivery system, including, without limitation, a pump, buried pipeline, and associated electrical and other facilities, located in and on part of Grantor's Property (collectively, "Facilities"), that are and have been used to divert and deliver irrigation water from the Middle Fork of the Payette River to Grantee's Property under Idaho water permit no. 65-13819 ("Grantee's Water Right") since before the date Grantor acquired title to Grantor's Property on June 15, 2005. Portions of the Facilities are visible. Prior to purchasing their Grantor's Property, Grantors had no knowledge that any portion of the Facilities delivered water to any property other than Grantor's Property.

D. The Parties have disputed the nature and extent of Grantee's right to access Grantor's Property for the operation, maintenance, repair, and replacement of the Facilities ("Dispute").

E. The Parties desire to resolve the Dispute by entering into this Agreement defining the Parties' respective rights and responsibilities with respect to Grantee's access to and use of the Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated substantively into the terms below, the mutual representations, agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Grantor and Grantee hereby represent, agree, covenant and declare as follows:

1. CONFIRMATION AND GRANT OF EASEMENT.

Grantor hereby confirms and grants and Grantee acknowledges, subject to the terms contained herein, for the benefit of Grantee, its successors and assigns, and Grantee's Property:

1.1 A non-exclusive perpetual easement and right-of-way across, over and under Grantor's Property benefitting Grantee's Property for the purposes of accessing, operating, maintaining, repairing, and replacing the Facilities to deliver irrigation water under Grantee's Water Right and as otherwise authorized under Idaho law ("Easement"), as further set forth in this Agreement.

1.2 The Easement shall include three (3) feet on each side of the centerline of pipelines and conduits as constructed and existing on the date first written above, and a six (6) foot radius around the pump and any other associated facilities (such as electrical facilities), all within the boundary of Grantor's Property; provided, however that the Easement shall extend a full five (5) feet within and from the Grantor's Property boundary where the Facilities are located less than three (3) feet from such boundary (the "Easement Property").

1.3 Grantor acknowledges that Grantee had rights pursuant to Idaho Code § 42-1102 when Grantor acquired title to Grantor's Property on June 15, 2005. Grantor had no knowledge of any such rights. The Easement defined by this Agreement supersedes and replaces all rights and obligations set forth under Idaho Code § 42-1102. This Agreement serves as the exclusive statement of the scope of the parties' rights and obligations under the Easement.

2. EASEMENT TERMS.

In addition to the provisions in Section 1 above, the terms of the Easement are as set forth in this Section 2 and, together with the provisions in Section 1, are referred to hereinafter as the "Easement Terms."

2.1 Access to the Easement Property will be by foot only, unless motorized access is reasonable and necessary, and not merely convenient, for purposes of using mechanized equipment to maintain, repair, or replace the Facilities, and such motorized access is consented to by the owner of the Grantor's Property (which consent shall not be unreasonably withheld).

2.2 Access to the Easement Property allowed pursuant to paragraph 2.3 will be limited to times between 7:00 am and 5:00 pm.

2.3 Access to the Easement Property will be allowed for maintenance and repair of the Facilities twice each week during the irrigation season on two designated weekdays as the owner of Grantee's Property shall specify in writing prior to the irrigation season, and also for one day prior to the irrigation season in the Spring and for one day after the irrigation season in the Fall.

2.4 The pump associated with the Facilities shall operate only between the hours of 6:00 am and 5:00 pm.

2.5 Access to the Easement Property at any other time, or for any other purpose, shall require a written request 24 hours in advance and the consent of the owners of Grantor's Property. In cases where such access is reasonable and necessary, and not merely convenient, consent shall not be unreasonably withheld. It shall not be unreasonable for the owners of Grantor's Property to withhold consent in cases where access is sought for the purpose of unclogging or cleaning filters.

3. RIGHTS AND OBLIGATIONS OF OWNERS.

The right to use the Easement Property is not exclusive. The fee title holder(s) of the Easement Property shall have the right to use the Easement Property for all purposes, including the installation of fences, as are permitted by applicable governmental entities, homeowners associations and applicable private agreements; provided, however, that such use by the fee title holder(s) shall not unreasonably interfere with the use of the Easement Property as provided herein.

4. COVENANTS AND AGREEMENTS OF GRANTEE

Grantee, on behalf of Grantee and Grantee's heirs, successor, and assigns, agrees as follows:

4.1 The owner of Grantee's Property shall indemnify, defend, and hold harmless the owners of Grantor's Property from any loss, claim, or other liability of any nature, including attorney fees and costs, that may arise directly or indirectly from Grantee's use of the Easement Property.

4.2 The owner of Grantee's Property shall as promptly as reasonably possible repair any damage to improvements or landscaping caused by Grantee within the Easement Property. If such repairs are not made, the owner of the Grantor's Property shall have the right to repair any such damage. The owner of the Grantee's Property shall promptly reimburse the owner of the Grantor's Property for such reasonable costs.

5. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Easement Property to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

6. BINDING EFFECT.

All of the provisions of this Agreement, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the Parties hereto, and the respective successors and assigns of the Parties hereto. Grantor's Property is burdened by the Easement and this Agreement, and Grantee's Property is benefitted by the Easement and this Agreement.

7. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

8. MODIFICATION.

This Agreement shall not be modified unless expressly agreed in writing by the Grantor and the Grantee.

9. TIME OF THE ESSENCE.

All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.

10. HEADINGS.

The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11. RECITALS AND EXHIBITS.

The recitals and exhibits contained herein are incorporated herein as if set forth in full herein. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

12. ENFORCEMENT.

The Grantor and/or the Grantee shall have the power and authority to commence and maintain actions and/or suits to restrain and enjoin any breach or threatened breach of this Agreement, and to enforce by injunction or otherwise, all provisions hereof.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Idaho.

14. REMEDIES.

In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover the prevailing party's costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing party will be that party which was awarded judgment as a result of trial or arbitration, or which receives a payment of money from the other party in settlement of claims asserted by that party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

GRANTOR:



Gerold Dennett



Gregory B. Simone

GRANTEE:

The Gibson Family Trust

By: _____
Donald Gibson, Trustee

[notary blocks on next page]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

GRANTOR:

Gerold Dennett

Gregory B. Simone

GRANTEE:

The Gibson Family Trust

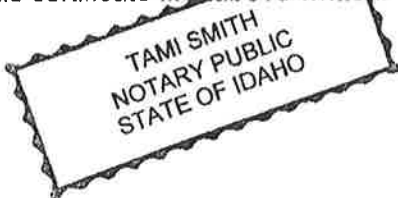
By: 
Donald Gibson, Trustee

[notary blocks on next page]

STATE OF IDAHO)
County of Ada Boise) ss.

On this 24th day of July, in the year of 2014, before me, a Notary Public in and for said State, personally appeared Gerald Dennett, 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. X

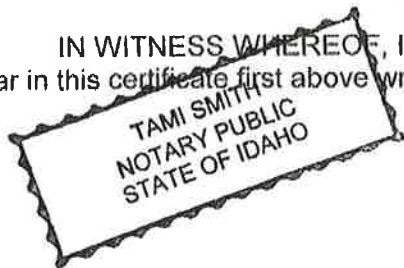


Tami Smith
Notary Public for Idaho
Residing at: Garden Valley
My commission expires: 3/10/2017

STATE OF IDAHO)
County of Ada Boise) ss.

On this 24th day of July, in the year of 2014, before me, a Notary Public in and for said State, personally appeared Gregory B. Simone, 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. X

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



Tami Smith
Notary Public for Idaho
Residing at: Garden Valley
My commission expires: 3/10/2017

STATE OF IDAHO)
County of Ada) ss.

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Donald Gibson, known or identified to me to be Trustee of The Gibson Family Trust the person who executed the instrument on behalf of said Trust, and acknowledged to me that he executed the same as such Trustee.

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: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, in the year of 2014, before me, a Notary Public in and for said State, personally appeared Gerold Dennett, 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.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, in the year of 2014, before me, a Notary Public in and for said State, personally appeared Gregory B. Simione, 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.

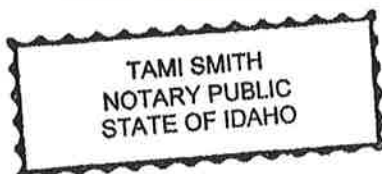
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada BOISE

On this 23rd day of July, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Donald Gibson, known or identified to me to be Trustee of The Gibson Family Trust the person who executed the instrument on behalf of said Trust, and acknowledged to me that he executed the same as such Trustee.

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



Tami Smith

Notary Public for Idaho
Residing at: Cash Valley
My commission expires: 3/10/2017

EXHIBIT A

GRANTOR'S PROPERTY – LEGAL DESCRIPTION

Lot 12 of Pine Tree Ranch Subdivision No. 11, according to the official plat thereof, filed as Instrument No. 96842, records of Boise County, Idaho.

EXHIBIT B

GRANTEE'S PROPERTY – LEGAL DESCRIPTION

Lot 24 of Pine Tree Ranch Subdivision No. 11, according to the official plat thereof, filed as Instrument No. 96842, records of Boise County, Idaho.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Rebecca A. Yost / SBN 135792 Attorney at Law 1030 Main St., Ste. 302 St. Helena, CA 94574 TELEPHONE NO.: (707) 967-1199 FAX NO. (Optional): E-MAIL ADDRESS (Optional):	FOR COURT USE ONLY ENDORSED DEC 26 2012 Clerk of the Napa Superior Court By: <u>D. HERICH</u> Deputy
ATTORNEY FOR (Name): Donald Gibson SUPERIOR COURT OF CALIFORNIA, COUNTY OF Napa STREET ADDRESS: HISTORIC COURTHOUSE MAILING ADDRESS: 825 Brown Street CITY AND ZIP CODE: Napa, CA 94559-3031 BRANCH NAME:	
PETITIONER: Maudine Gibson RESPONDENT: Donald Gibson	
NOTICE OF ENTRY OF JUDGMENT	

You are notified that the following judgment was entered on (date):

DEC 26 2012

1. ☐ Dissolution
2. ☐ Dissolution—status only
3. ☐ Dissolution—reserving jurisdiction over termination of marital status or domestic partnership
4. ☒ Legal separation
5. ☐ Nullity
6. ☐ Parent-child relationship
7. ☐ Judgment on reserved issues
8. ☐ Other (specify):

Date:

DEC 26 2012

RICHARD D. FELDSTEIN
Clerk, by

D. HERICH

, Deputy

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION

Effective date of termination of marital or domestic partnership status (specify):

WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the *Notice of Entry of Judgment* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed **DEC 26 2012** at (place): Napa, California, on (date):

D. HERICH

Date: **DEC 26 2012**

RICHARD D. FELDSTEIN
Clerk, by

, Deputy

Name and address of petitioner or petitioner's attorney

Maudine Gibson c/o
Linda McIntyre
McIntyre Law
816 Brown St.
Napa, CA 94559

Name and address of respondent or respondent's attorney

Donald Gibson c/o
Rebecca A. Yost
Attorney at Law
1030 Main St., Suite 302
St. Helena, CA 94574

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
DONALD GIBSON
c/o Rebecca Yost
Attorney at Law
1030 Main Street, Suite 302
Saint Helena, CA 94574

Instrument # 238369

IDAHO CITY, BOISE COUNTY, IDAHO
1-30-2013 10:25:01 No. of Pages: 1
Recorded for: DONALD GIBSON
MARY T. PRISCO Fee: 10.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

Title Order No. _____

Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN

Interspousal Transfer Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ _____

☐ Computed on full value of property conveyed, or ☐ Computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

☐ Other exemptions: (state reason and give Code § or Ordinance number) _____

☐ Unincorporated area: ☐ City of _____ and
This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from Reappraisal Under Proposition 13:

☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor,

☐ A transfer which takes effect upon the death of a spouse,

☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or

☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.

☐ Other: _____

GRANTOR(S): DONALD GIBSON and MAUDINE GIBSON, as tenants in common
hereby GRANT(S) to DONALD GIBSON, as his sole and separate property

the following described real property in the County of Boise, State of CALIFORNIA.
IDAHO.

Lot 24 of Pine Tree Ranch Subdivision No. 11, according to the official plat thereof, filed as
Instrument No. 96842, records of Boise County, Idaho.

Dated January 17, 2013

STATE OF CALIFORNIA

COUNTY OF Napa

On January 17, 2013, before me,

Theresita A. Ople, a notary public.

(here insert name and title of the officer)

personally appeared Maudine Gibson

who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

[Signature: Theresita A. Ople]

[Signature: Maudine Gibson]
MAUDINE GIBSON

[Signature: Donald Gibson]
DONALD GIBSON

[Signature: Tami Smith for Donald Gibson]
1/28/13 EXP 3/20/2017 G.V. IDAHO



THERESITA A. OPLE
Commission # 2000416
Notary Public - California
Napa County
My Comm. Expires Dec 8, 2016

(This area for official notarial seal)

MAIL TAX

STATEMENTS TO: DONALD GIBSON

NAME

ADDRESS

CITY, STATE, ZIP

RE-877

WHEN AN INDIVIDUAL OR INDIVIDUALS ARE SIGNING A LEGAL DOCUMENT THE FOLLOWING
NOTARY ACKNOWLEDGMENT WOULD APPLY:

STATE OF IDAHO)
 : SS
COUNTY OF _____)

On This ____ day of _____, in the year 200__, before me, a Notary
Public in and for said State, personally appeared _____
_____, known or identified to me to be the person(s) whose name(s) ____
subscribed to the within Instrument, and acknowledged to me that ____ executed
the same.

Notary Public of Idaho
Residing at _____, Idaho
Commission Expires: _____

SAMPLE

STATE OF IDAHO)
 : SS
COUNTY OF ADA)

On This 2ND day of JANUARY, in the year 2002, before me, a Notary Public in
and for said State, personally appeared JOHN S. SMITH and PEGGY J. SMITH, known
or identified to me to be the person(s) whose name(s) were subscribed to the
within Instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at Boise, Idaho
Commission Expires: 2/2/2004

Rerecording to correct notary of Donald W. Gibson

Recording Requested By and
When Recorded Mail To:

Linda McIntyre

McINTYRE LAW

816 Brown Street
Napa, Ca 94559

DOCUMENTARY TRANSFER TAX \$

Computed on the consideration or value of property conveyed

Instrument # 235565

IDAHO CITY, BOISE COUNTY, IDAHO
6-28-2012 12:39:51 No. of Pages: 2
Recorded for: MCINTYRE LAW
MARY T. PRISCO Fee: 13.00
Ex-Officio Recorder Deputy *Shirley Dye*
Index to: DEEDS

Instrument # 233607

IDAHO CITY, BOISE COUNTY, IDAHO
11-23-2011 04:41:41 No. of Pages: 2
Recorded for: MCINTYRE LAW
MARY T. PRISCO Fee: 13.00
Ex-Officio Recorder Deputy *Shirley Dye*
Index to: DEEDS

Instrument # 234950

IDAHO CITY, BOISE COUNTY, IDAHO
5-8-2012 03:34:35 No. of Pages: 2
Recorded for: MCINTYRE LAW
MARY T. PRISCO Fee: 13.00
Ex-Officio Recorder Deputy *Shirley Dye*
Index to: DEEDS

Signature of Declarant or Agent determining
tax

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DONALD W. GIBSON AND MAUDINE GIBSON, trustees of THE GIBSON FAMILY TRUST, who acquired title as THE GIBSON FAMILY TRUST

Grantee's address: 33 Sachs Lane, Napa, CA 94558

hereby GRANT(S) to DONALD W. GIBSON and MAUDINE GIBSON as tenants-in-common, the following described premises, to-wit:

Lot 24 of Pine Tree Ranch Subdivision No. 11, according to the official plat thereof,
filed as Instrument No. 96842, records of Boise County, Idaho.

Dated 7-14-2011

Donald W. Gibson
DONALD W. GIBSON, Trustee

Dated 5-24-2011

Maudine Gibson
MAUDINE GIBSON, Trustee

State of California)
County of Napa)

On May 24, 2011, 2011, before me, THERESITA A. OPLE, personally appeared

MAUDINE GIBSON

Instrument # 244461

IDAHO CITY, BOISE COUNTY, IDAHO
8-21-2014 10:02:11 No. of Pages: 3
Recorded for: DONALD W GIBSON
MARY T. PRISCO Fee: 0.00
Ex-Officio Recorder Deputy *Shirley Dye*
Index to: DEEDS

who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

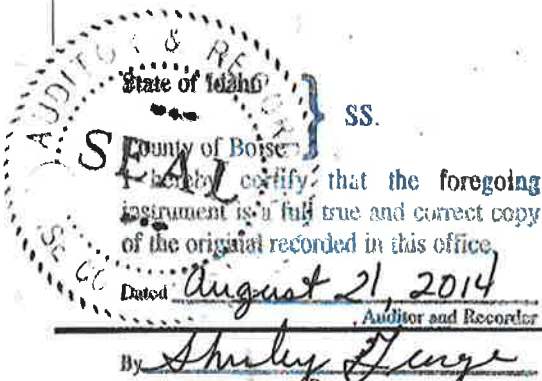
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Theresita A. Ople



65-23810



State of Idaho)
) ss
County of Boise)

On this 14th day of July, 2011, personally appeared before me Donald W. Gibson and signed the foregoing instrument and acknowledged said instrument to be his voluntary act and deed. Before me, Janet L. Yardley, Notary Public for Idaho.



Janet L. Yardley
Notary Public for Idaho
Residing at Garden Valley, Idaho
My Commission Expires: 07/02/2013

Donald W. Gibson

SIGNATURE

8-21-2014

DATE

STATE OF IDAHO)

COUNTY OF BOISE)

On this 21 day of August, in the year 2014, before me, a notary public in and for said State, personally appeared Donald W. Gibson, known or identified to me to be the person whose name is subscribed to the within instrument as trustee of The Gibson Family Trust, and acknowledged to me that he executed the same as such Trustee.

(Seal)



Shirley A. George

Notary Public of Idaho

Residing at Idaho City

My Commission expires 10-23-2017



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 27, 2003

THE GIBSON FAMILY TRUST
516 DONWOOD LN
NAPA CA 94558

RE: Change of Ownership for Water Right Permit 65-13819

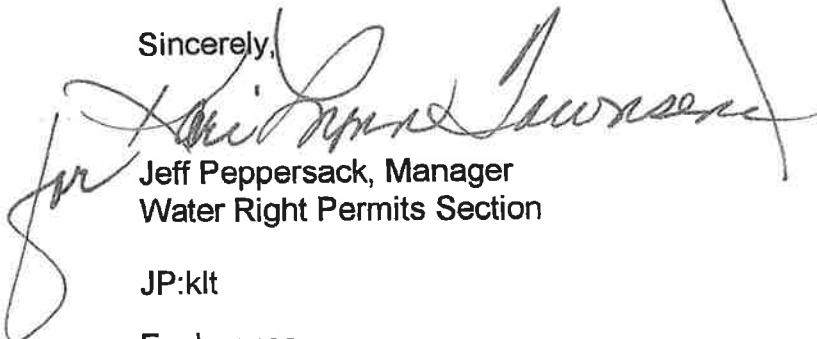
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right permit to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a copy of the receipt for the \$25.00 filing fee.

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.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

65-23310

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 65-13819

WATER RIGHT NUMBER: 65-13819

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	THE GIBSON FAMILY TRUST 516 DONWOOD LN NAPA, CA 94558 (707) 226-2357
Original Owner	FREDRICK J SCHUMAN 16 RIVER RD GARDEN VALLEY, ID 83622 (208) 462-2405

Priority Date: 01/05/1999

Basis:

Status: Active

<u>Source</u>	<u>Tributary</u>
MIDDLE FORK PAYETTE RIVER	PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	0.030 CFS	
	<u>Total Diversion:</u>	0.030 CFS	

<u>Location of Point(s) of Diversion</u>		
MIDDLE FORK PAYETTE RIVER	SE1/4SE1/4	Sec. 27, Twp 10N, Rge 04E, B.M.
BOISE County		

Place of Use
IRRIGATION Within PAYETTE County
T10N R04E S27 SESE 1.0
Total Acres: 1

Conditions of Approval:

1. 01H Prior to diversion of water under this right, the right holder shall install a lockable device, subject to the approval of the Department, in a manner that will provide the watermaster suitable control of the diversion.
2. 120 The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary for this purpose will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.
3. R04 Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.
4. R67 This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 65-13819

Remarks:

1. General Water shall not be diverted under this right when flows in the Payette River are below established minimum stream flows.
When water is not available to fill this right, the right holder shall cease diversion or shall rent water from the Payette River Rental Pool.
Place of use is located within Lot 24, Pinetree Ranch Subdivision No. 11.

Dates and Other Information:

Permit Proof Due Date: 4/1/2001

Permit Proof Made Date: 3/21/2001

Permit Approved Date: 4/12/1999

Water District Number: 65

Idaho Department of Water Resources Receipt

Receipt ID W030096

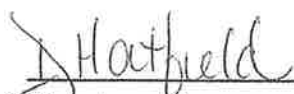
Payment Amount \$25.00 Date Received 2/24/2003 2:35:58 PM Region Western Status ☐
Payment Type Check Check Number 4-2895

Payer PIONEER TITLE COMPANY OF ADA COUNTY

Comment ASSIGNMENT OF PERMIT: 65-13819

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$25.00	ASSIGNMENTS	0229	21	62103	1155



Signature Line (Dept. Representative)

65-23810

RECEIVED

RECEIVED

FORM 202 Rev. 09/16

NOV 19 2018

STATE OF IDAHO

Ident. No. _____

DEPARTMENT OF WATER RESOURCES

NOV 07 2018
incomplete
WATER RESOURCES
WESTERN REGION

WATER RESOURCES
WESTERN REGION**APPLICATION FOR PERMIT**

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) William F Thompson Jr. Phone 15039495641
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 16 river road City Garden Valley
 State Idaho ZIP 83622 Email billfthompson@aol.com
2. Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☒ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Middle Fork Payette River which is a tributary of Payette River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
10N	RO4E	S27	~~E1M~~		NE	NE	Boise	Middle Fork Payette river	

5. Water will be used for the following purposes:
- Amount 0.030 for Irrigation purposes from 4/15 to 10/15 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.030 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. 3hp pump with 4 sectors of heads
 Pressure during operation 30PSI
- b. Height of storage dam n/a feet; active reservoir capacity n/a acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☒ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? _____; drilling firm _____;
 well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by Ak Date 11/7/2018 Time 10:35 am Preliminary check by _____
 Fee \$ 100.00 Received by Ak Receipt No. W046925 Date 11/7/2018

* Superseded by amendment received on 11/19/2018.

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households _____
 - Other; describe fully. _____

9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10N	O4E	27	1																1.0
		34																	

Total number of acres to be irrigated: 1.0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NONE

11. a. Who owns the property at the point of diversion? Shelley Lyttle Lot #12 River at Pine Tree Subdivision
 b. Who owns the land to be irrigated or place of use? William f Thompson jr. Lot 24 (Same Sub.)
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: The water permit has been in use since 1999 Permit # 65-13819 All equipment is in place and operable

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. The right a way from river was established in 1999 to a Mr Shulman and further transferred to the Gibson Family Trust in 2003. (Doc. Attached) Mr Gibson Died few months after the sale of property to me and therefore a transfer of the permit wasn't made. Two realtors and Mr. Gibson said the "water right" was with the property and no further action was required. Unfortunately not true. So I'm reapplying.

13. Time required for completion of works and application of water to proposed beneficial use is N/A ⁵ years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

William F Thompson Jr.

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)



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

11/08/2018

WILLIAM F THOMPSON JR
16 RIVER ROAD
GARDEN VALLEY ID 83622

Re: Water Right Application Incomplete - Returned

Dear Applicant:

This office received your application on 11/07/2018. The application cannot be accepted into the records of the Idaho Department of Water Resources (IDWR) until the following items are addressed:

- #4 - Point of Diversion(s) was not provided correctly.
The location of the point of diversion must be described within the 40 acre tract of the Public Land Survey System. See the enclosed instruction packet for an example of a complete location description.
- #9 - Place of Use was not provided correctly.
The number of acres to be irrigated in each 40 acre tract of the Public Land Survey System must be listed. See the enclosed instruction packet for an example of a complete location description.
- #13 - 0Period of Time to complete the project was not provided correctly.
Provide the time required to complete the proposed diverting works and apply water to the proposed use. The minimum term of a permit is 1 year, the maximum is 5 years
- #14 - The Map was not provided correctly.
You must include an 8½" x 11" map that clearly identifies the proposed point of diversion, place of use, section #, township, and range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred or you may use the mapping tool found on our website <http://maps.idwr.idaho.gov/map/>. To use the tool click on the "Change layers" button at the top of the screen, select the background drop down menu and add the 2017 NAIP background. Then click on the "Locate" button to find the location of the proposed project.

The original incomplete application is enclosed. Please make the necessary amendments to the original form and re-submit it within the next thirty (30) days. If a corrected application is not received within thirty (30) days, the application will be returned and a refund for this filing will be issued. This letter is an attempt to ensure that your application is complete in order to establish a priority date. You may receive future correspondence regarding more specific details of your application. IDWR forms and other information are available on the Internet at www.idwr.idaho.gov. Please consult the IDWR website or contact this office at 208-334-2190 and ask for the "office day person" if you have any questions about the necessary information or fee.

Sincerely,

Western Region Water Rights Staff

Enclosure: Original Application
 Application Instruction Packet



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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 10, 2019

MATTHEW H LYTTLE REVOCABLE TRUST
C/O MATTHEW H LYTTLE
23 RIVER RD
GARDEN VALLY ID 83622

Re: Application for Permit No 65-23810

Dear Interested Party:

The above referenced application may be of interest to you. I would like to inform you that the application has been submitted to the *Idaho World* for advertising. I have enclosed a copy of the application for your convenience. This information is also available on our website www.idwr.idaho.gov.

If you desire to file a formal protest against approval of the application, a written protest along with the \$25.00 protest fee must be received in this office by **February 4, 2019**. A copy of the protest must also be sent to the applicant.

If you have any questions regarding the application, please contact this office at 208-334-2190.

Sincerely,

Anna Kaiser
Administrative Assistant
Western Regional Office

Enclosures

Kaiser, Anna

From: Kaiser, Anna
Sent: Thursday, January 10, 2019 12:14 PM
To: 'waterdist65@srvinet.com'
Subject: Application for Permit No. 65-23810
Attachments: Watermaster Recommendation Form 2019.pdf

January 10, 2019

RON SHURTLEFF
WATER DISTRICT #65
102 N MAIN
PAYETTE, ID 83661

RE: Applications for Permit 65-23810

Dear Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right applications. Copies of the applications are enclosed with this email for your reference. Please review the applications, complete a recommendation form, and submit your reply, if any, to this office by **February 4, 2019**.

IDWR will assume you do not object to these applications if a timely response is not received. Please contact me if you have any questions in this matter. Thank you for your help.

Sincerely,

Anna Kaiser | Administrative Assistant I
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208).334.2190 | anna.kaiser@idwr.idaho.gov

Kaiser, Anna

From: Kaiser, Anna
Sent: Thursday, January 10, 2019 10:25 AM
To: 'editor@idahoworld.com'
Subject: Boise Legal Ad
Attachments: Cover Letter.docx; Legal Notice.docx

Good Morning Legal Clerk,

My name is Anna. I will be sending you legal notices, please send confirmation to my email.

Please see the attached ad for publication on 1/16/2019 & 1/23/2019.

Please confirm these are okay to publish as shown.

Anna Kaiser | Administrative Assistant I
IDWR-Western Region
2735 W Airport Way, Boise ID 83705
(208).334.2190 | anna.kaiser@idwr.idaho.gov

January 10, 2019

LEGAL NOTICE DEPARTMENT
IDAHO WORLD
PO BOX 50248
BOISE, ID 83705

RE: Application for Permit No: 65-23810

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 2/4/2019. Your cooperation is appreciated.

Sincerely,

Anna Kaiser
Administrative Assistant

Enclosures

The following application has been filed to appropriate the public waters of the State of Idaho:

65-23810

WILLIAM F THOMPSON JR

16 RIVER RD

GARDEN VALLEY, ID 83622

Point of Diversion NENE S34 T10N R04E BOISE County Source MIDDLE FORK PAYETTE RIVER Tributary PAYETTE RIVER

Use: IRRIGATION 04/15 to 10/15 0.03 CFS

Total Diversion: 0.03 CFS

Date Filed: 11/7/2018

Place Of Use: IRRIGATION

T10N R04E S34 NENE

Total Acres: 1

Irrigation use is for one acre in Lot 24 of Pine Tree Ranch #11 Subdivision.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of \$25.00 for each application on or before 2/4/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 1/16/2019 and 1/23/2019



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

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 10, 2019

WILLIAM F THOMPSON JR
16 RIVER RD
GARDEN VALLEY, ID 83622

Application for Permit No. 65-23810

Dear Applicant:

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO WORLD on 1/16/2019 and 1/23/2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Anna Kaiser
Administrative Assistant