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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

Department of Water Resources

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?
11-7476	Yes ☐		Yes ☐		Yes ☐
11-7588	Yes ☐		Yes ☐		Yes ☐
11-7589	Yes ☐		Yes ☐		Yes ☐
11-7729	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gary Payne
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gary J. Payne, Trustee of the Gary J. Payne Revocable Trust u/a dated 04/02/14
New owner(s) as listed on the conveyance document Name connector and or and/or
- 2940 W. Wapoot Street Meridian ID 83646
Mailing address City State ZIP
- (208) 884-921-0000
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: _____.
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 11-7476

8. Signature: Mary J. Payne Trustee 4-2-14
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only

Received by AS Date 7/8/14 Receipt No. C099142 Receipt Amt. \$100⁰⁰
 Approved by _____ Processed by lw Date 7-28-2014

GRANTEE'S ADDRESS IS:
2940 W. Wapoot Street
Meridian, ID 83646

Index to: QUIT CLAIM DEED

Fee: 13.00

Fee: 13.00
Cindy Garner

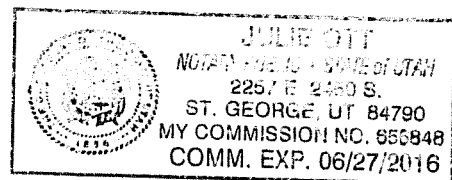


EXHIBIT "A"**Parcel 1:**

Water Right No. 11-7476 for a total diversion annual volume of 0.60 AF; such rights being more particularly defined in the official records of the Idaho Department of Water Resources.

Parcel 2:

Water Right No. 11-7588 for a total diversion annual volume of 8.20 AF; such rights being more particularly defined in the official records of the Idaho Department of Water Resources.

Parcel 3:

Water Right No. 11-7589 for a total diversion of 2.570 CFS; such rights being more particularly defined in the official records of the Idaho Department of Water Resources.

Parcel 4:

Water Right No. 11-7729 for a total diversion annual volume of 4.30 AF; such rights being more particularly defined in the official records of the Idaho Department of Water Resources.

GRANTEE'S ADDRESS IS:
2940 West Wapoot
Meridian, ID 83646

Instrument # 217309

BEAR LAKE COUNTY

5-15-2014 03:25:37 No. of Pages: 3

Recorded for : M. SEAN SULLIVAN PC

KERRY HADDOCK

Ex-Officio Recorder Deputy

Index to: QUIT CLAIM DEED

Fee 16.00

Fee 116.00
Cindy Garner

QUITCLAIM DEED

GARY JAMES PAYNE, also known as GARY J. PAYNE, Grantor, hereby QUITCLAIMS to “**GARY J. PAYNE, TRUSTEE OF THE GARY J. PAYNE REVOCABLE TRUST, UNDER AGREEMENT DATED APRIL 2, 2014,**” Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Bear Lake County, state of Idaho:

See Exhibit "A," attached.

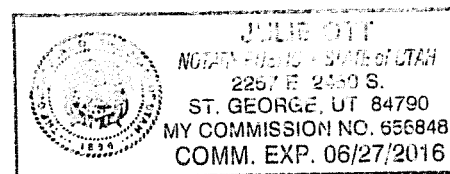
WITNESS the hand of Grantor, this 2nd day of April, 2014.

Gary J Payne
GARY JAMES PAYNE

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 2nd day of April, 2014, by GARY JAMES PAYNE, also known as GARY J. PAYNE.

Julie Ott
NOTARY PUBLIC



Parcel 1:

Commencing at the Northeast Corner of Section 34, Township 14 South, Range 43 East of the Boise Meridian, running thence West 80 rods; thence North 24 rods; thence West 80 rods; thence South 104 rods; thence East 18 rods; thence North 30 rods; thence Easterly 50 rods; thence North 22°50' East 16 rods; thence South 80° East 24 rods; thence South 10° East 18 rods; thence East 42 rods; thence North 12 rods; thence East 16 rods; thence North along the Section line 48 rods to the Place of Beginning.

ALSO: Commencing at a point 1 ½ rods East of the Northeast Corner of Section 34 in Township 14 South, Range 43 East of the Boise Meridian in Idaho; and running West 1 ½ rods to Section corner; thence South on Section line 48 rods, more or less to Bloomington South Canal; thence Northeast, North and Northwest following the meanderings of the Bloomington South Canal 60 rods, more or less. To the Place of Beginning.

SUBJECT TO all rights of way thereon.

TOGETHER WITH all water rights appertaining thereto.

Parcel 2:

A parcel of land located in the Southeast Quarter of Section 28, Township 15 South of Range 43 East of the Boise Meridian and further described as follows:

Beginning at the Southeast Corner of Section 28; thence West 160 rods, more or less, to a Quarter Section marker; thence North 106 2/3 rods to THE TRUE POINT OF BEGINNING; and running thence East 80 rods; thence North 26 2/3 rods; thence West 80 rods; thence South 26 2/3 rods to the Point of Beginning, containing 13 1/3 acres of land, more or less.

TOGETHER WITH all oil, gas, mineral and water rights.

Parcel 3:

In the Southeast Quarter Section of Twenty-Eight (28), Township Fifteen (15) South, Range Forty-Three (43) East, Boise Meridian Idaho, containing One Hundred Sixty (160) acres of Land, more or less.

Beginning at the Southeast Corner of Section Twenty-Eight (28), thence West One Hundred Sixty (160) rods, more or less, to a Quarter Section marker; thence North One Hundred Thirty-Three and One-Third (133 1/3 rods to point of beginning; thence East Eighty (80) rods; thence North Twenty-Six and Two-Thirds (26 2/3) rods, more or less, to the Quarter Section line running East and West on the North side of the above described One Hundred and Sixty (160) acres; thence West Eighty (80) rods; thence South Twenty-Six and Two Thirds

217309

(26 2/3) rods to Point of Beginning. Containing Thirteen and One Third (13 1/3) acres of land, more or less.

TOGETHER WITH all oil, gas, mineral and water rights.

SUBJECT TO easements, restriction, encumbrances and rights of way of record.

THE GARY J. PAYNE REVOCABLE TRUST

ARTICLE I

CREATION OF TRUST

1.01. Settlor and Original Trustees. This trust agreement is made this 2nd day of April, 2014, between GARY J. PAYNE, referred to as the "Settlor," and GARY J. PAYNE, referred to as the "Trustee." The term "Trustee" also refers to any successor Trustee who is acting at the time in question.

1.02. Name of Trust. The name of the trust created by this Agreement is the GARY J. PAYNE REVOCABLE TRUST.

1.03. Definition of Trust Estate. Settlor hereby transfers to the Trustee Ten Dollars (\$10.00) cash and the property listed on the attached Schedule A. All of such property and any other property that may later be added to and subject to this trust is referred to in this instrument as the "trust estate." The Trustee agrees to hold, administer, and distribute the trust estate as provided in this agreement.

1.04. Additions to Trust. The Trustee may accept additions to this trust from any source. Any additions to the trust shall be made by designating in writing the property to be added, or by titling any account, deed, or other asset in the name of the Trustee as Trustee of this trust, or any alternate or successor Trustee acting under this agreement. The Trustee shall add to the trust estate any property it receives by reason of a death of the Settlor, including any insurance proceeds or other death benefits and any property the Trustee receives under the Will of the Settlor. Any property added to the trust estate shall be held, administered, and distributed in accordance with the terms of this agreement.

6.19. Trustee Accounting. After the death of the Settlor, the Trustee shall render an accounting when so requested in writing by any adult beneficiary (or, if a beneficiary is a minor, by the parents or the guardian or conservator of his or her person), but the Trustee shall in no event be required to render an accounting more frequently than once annually. Accountings shall be made by delivering the written accounting to each beneficiary who would be entitled to any portion of the trust estate were the trust to terminate as of the date of the accounting. If any person entitled to receive an accounting is a minor, the accounting shall be delivered to his or her parents or the guardian or custodian of his or her person, and if any person entitled to receive an accounting is incapacitated, the accounting shall be delivered to the guardian or conservator of the incapacitated person, or to the closest known relative of the incapacitated person if no guardian or conservator has been appointed. A beneficiary shall be deemed to have approved the accounting and the transactions reflected in the accounting unless the beneficiary objects to the accounting in a writing delivered to the Trustee with ninety (90) days after the beneficiary received of the accounting.

6.20. Powers Granted by Court. Any court having jurisdiction of this trust may grant the Trustee any other power that the court deems to be in the best interests of the majority of current income beneficiaries of the trust.

ARTICLE 7

TRUSTEE PROVISIONS

7.01. Successor Trustee. If GARY J. PAYNE resigns as Trustee or ceases to act for any reason, SHERRIE PAYNE BROWN, CHARLES JAY PAYNE, and MICHAEL MATT PAYNE shall act unanimously as successor Co-Trustees, and if any of them

die, resign, or are unable or unwilling to act for any reason, those remaining shall act as Co-Trustees, or as sole Trustee if only one remains.

7.02. Obtain the Release of Medical Information. Each person named as a Trustee or a successor Trustee (whether or not that named person is the current acting Trustee) is empowered to request, receive and review any of the health and medical information and records of the Settlor, including those governed by the Health Insurance Portability and Accountability Act of 1996, commonly known as HIPAA. All of the health care providers of the Settlor are hereby authorized to release to such named Trustee(s) or successor Trustees such information and records, and this Section shall be treated for all purposes as a “HIPAA release” of the Settlor upon which health care providers can rely. The Settlor hereby waives any privilege applicable to such information or record and to any communication made in the course of a physician-patient or psychiatrist-patient relationship of the Settlor.

7.03. No Bond Required. Each Trustee shall be permitted to qualify without giving a bond or other undertaking in any jurisdiction for the performance of the Trustee’s duties, or, if any bond shall be required by law, without the necessity of sureties. No Trustee shall be responsible or liable for the loss or diminution in value of the trust estate unless such loss or diminution in value is caused by the gross negligence or deliberate acts of that Trustee.

7.04. Rights and Powers of Successor Trustee. Each successor or alternate Trustee shall have all of the title, rights, powers, and duties of the original Trustee without any act of transfer. No successor Trustee shall be required to obtain court approval for his appointment or actions, or to pursue any other court proceedings.

7.05. No Responsibility for Acts of Other Trustees. No Trustee shall have any responsibility or liability for any of the acts or omissions of any other Trustee,

9.06. Invalid Provisions. If any provision of this Trust is held to be invalid, none of the other provisions shall thereby be rendered invalid or inoperative, but such provisions shall be given full force and effect.

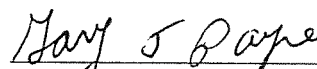
9.07. Headings. The various clause headings are used for convenience of reference only and shall not be used to construe or interpret this Agreement.

9.08. Gender. Whenever it shall be necessary to interpret this Agreement, the masculine, feminine and neuter personal pronouns shall be construed interchangeably, and the singular shall include the plural and vice versa.

9.09. Trusts Not To Remain In Perpetuity. If any provision of this trust instrument violates the rule against perpetuities now or hereafter in effect in the state where any trust created by this instrument is being administered, that portion of the trust or trusts so affected shall be administered as herein provided until the termination of the maximum period authorized by law, at which time such part of the affected trust estate shall be distributed to the beneficiary or beneficiaries in the portions in which they are then entitled to enjoy the benefits so terminated. For purposes of computing such time rules, the lives in being shall be those of the Settlor and Settlor's descendants living at the time the trust or trusts herein become irrevocable.

IN WITNESS WHEREOF, this instrument has been signed in duplicate on the date indicated on the first page.

SETTLOR:



GARY J. PAYNE

Gary J. Payne
GARY J. PAYNE

The foregoing instrument was acknowledged before me this 2nd day of April, 2014, by GARY J. PAYNE.

Julia Ott
NOTARY PUBLIC

