

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 19 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-7079 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
35-7346 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
<i>35-7345?</i>	Yes ☒		Yes ☐		Yes ☐
<i>35-7345 35-14348</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Richard H. Giesbrecht
3. New Owner(s)/Claimant(s): Richard M. Giesbrecht and Robert J. Giesbrecht, Co-Trustees of
the Lou Giesbrecht Revocable Trust u/d December 12, 2012
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 772 E. Lava Falls St. Meridian ID 83646
 Mailing address City State ZIP
- Telephone _____ Email _____
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: December 31, 2012
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.

8. Signature: *Richard M. Giesbrecht* Co-Trustee 6-14-13
 Signature of new owner/claimant Title, if applicable Date

Signature: _____ Co-Trustee _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *JLB* Date 6/19/2013 Receipt No. E038803 Receipt Amt. \$50. -
 Approved by *JLB* Processed by *JLB* Date 9/17/2013 **SUPPORT DATA**

IN FILE # 35-7079

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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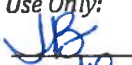
Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-7079	Yes ☐		Yes ☐		Yes ☐
35-7346	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Richard H. Giesbrecht
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 - 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.

8. Signature:  Co-Trustee 6-5-13
 Signature of new owner/claimant Title, if applicable Date

Signature: _____ Co-Trustee _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by  Date 6/19/2013 Receipt No. E038827
 Approved by  Processed by  Date 9/17/2013 Receipt Amt. \$75
\$50

COPY

449849

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

WARRANTY DEED

REC'D AT THE REQUEST OF
FEE 1.800 DEP 1.800

96 DEC -5 AM 8:47

THIS INDENTURE is made this 7th day of September, 1996, by RICHARD H. GIESBRECHT and E. LOU GIESBRECHT a/k/a Edna L. Giesbrecht, husband and wife, the "Grantor", and RICHARD H. GIESBRECHT and E. LOU GIESBRECHT, as trustees of the Richard H. Giesbrecht and E. Lou Giesbrecht Family Trust whose mailing address is 2815 West 2200 South, Aberdeen, Idaho 83210, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the Counties of Bingham and Power, State of Idaho, to-wit:

SEE ATTACHED SCHEDULE "A"

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

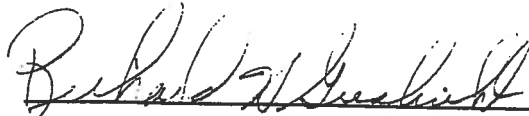
TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

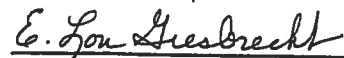
In construing this Warranty Deed and where the context so requires, the singular includes the plural.

156666

Instrument # _____
Gwr # 8 Time 11:00 AM
Req. of Holden, Kidwell
Hahn + Crapo, P.L.L.C.
DEC 0 1996
POWER COUNTY AM FALLS
C. SCHREIBER
BY Maureen Schelst
DEPUTY Pd. 1800

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

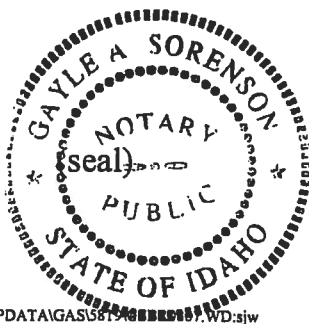

Richard H. Giesbrecht, Grantor


E. Lou Giesbrecht, Grantor

STATE OF IDAHO)
)ss.
County of Bonneville)

On the this 7th day of August, 1996, before me, the undersigned, a notary public, in and for said State, personally appeared **RICHARD H. GIESBRECHT and E. LOU GIESBRECHT**, husband and wife, 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.



G:\WPDATA\GAS\SST\1996\08\07.WD:sjw

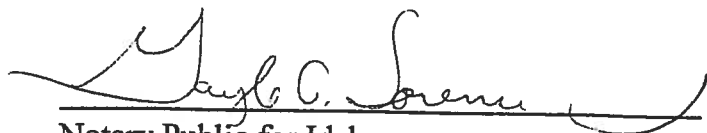

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10/24/2000

EXHIBIT "A"

The following real estate located in Power County, Idaho:

1. Township 7 South, Range 29 East, Boise Meridian:
Section 22: S $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: N $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$
EXCEPTING THEREFROM that portion of the NE $\frac{1}{4}$ NE $\frac{1}{2}$ of Section 27, Township 7 South, Range 29 East, Boise Meridian, deeded to Idaho Power Company by Deed recorded January 3, 1962, in Book 109, as Instrument No. 82896, as follows:
Beginning at a point, said point being the Northeast corner of Section 27, Township 7 South, Range 29 East, Boise Meridian, Idaho; Thence West 25 feet along the North boundary of said Section 27 to a point, said point being the REAL POINT OF BEGINNING; Thence West 150 feet along said North boundary to a point; Thence South 0°2' West, 330 feet to a point; Thence South 89°58' East, 150 feet to a point; Thence North 0°2' East, 330 feet to THE POINT OF BEGINNING.
2. The Northwest Quarter (NW $\frac{1}{4}$) of Section 27, the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 27, and the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 22, Township 7 South, Range 29 E.B.M.

The following described real estate located in Bingham County, Idaho.

1. Township 6 South, Range 31, E.B.M., Bingham County, Idaho

Section 20: $W\frac{1}{2}SE\frac{1}{4}$; Excepting the canal right of way of the Aberdeen-Springfield Canal Company.

Section 29: $N\frac{1}{2}NE\frac{1}{4}$

Together with all ditches, ditch rights of way, water rights thereunto appertaining and belonging and irrigation pump, motor and panel and appurtenant irrigation equipment.

Subject to reservations in U.S. Patent, existing and recorded easements, zoning and building ordinances, levies and assessments of the Aberdeen-Springfield Canal Company, borrow permit in favor of the State of Idaho recorded as Instrument No. 82023 and eight-twelfths (8/12ths) of the taxes and assessments for the year 1973.

2. All portions of the $SW\frac{1}{4}$ of Section 9, Township 6 South, Range 31 E.B.M., Bingham County, Idaho, which lay W. of the drainage ditch, EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

Parcel I:

A tract of land in the $SW\frac{1}{4}$ of Section 9, Township 6 South, Range 31 E.B.M., Bingham County, Idaho, described as follows: Beginning at a Brass Cap Highway Monument, 50 feet right of centerline Station 568+10.80 P.T.; thence along the E. right-of-way of State Highway 39, from which a tangent bearing $S. 2^{\circ}35'40'' W.$, along a curve to the right, having a radius of 57,245.78 feet, through a central angle of $0^{\circ}46'38.9''$ for an arc length of 776.80 feet, to a Brass Cap Highway Monument, 50 feet right of centerline Station 560+34.00; thence $S. 89^{\circ}41'20'' E.$ 216.00 feet to the center of Hege Drain; thence along the center of said Hege Drain $N. 17^{\circ}05' E.$ 67.05 feet; thence $N. 38^{\circ}48' E.$ 362.20 feet; thence $N. 23^{\circ}54' E.$ 427.40 feet; thence $N. 12^{\circ}22' E.$ 423.00 feet; thence leaving said Drain, $W. 679.50$ feet to the E. right-of-way of said State Highway 39; thence $S.$

2°35'40" W. along said right-of-way 379.29 feet to the POINT OF BEGINNING.

Parcel II:

A tract of land in the SW¼SW¼ of Section 9, Township 6 South, Range 31 E.B.M., Bingham County, Idaho, described as follows: Commencing at the SW corner of said Section 9; thence N. 89°37'23" W. 1.90 feet to the Southerly extension of the centerline of State Highway 39 as shown on Highway plans of F.A.P. Project S. 1721(6); thence N. 2°35'40" E. along said extension, 808.20 feet to centerline station 568+10.8 P.T.; thence S. 87°24'20" E. 50.00 feet to a concrete Highway right-of-way monument; thence N. 2°35'40" E., along the Easterly right-of-way of said Highway, 373.29 feet to a ½" iron pin with a plastic cap marked LS 843, THE TRUE POINT OF BEGINNING; thence E. 679.60 feet to a ½" iron pin with a plastic cap marked LS 843; thence N. 2°35'40" E. 50.05 feet; thence W. 679.60 feet to the Easterly right-of-way of said Highway; thence S. 2°35'40" W. along said right-of-way, 50.05 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: The right-of-way for State Highway 39.

3. Tract A:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 29:

S½SE¼, except: Beginning at the SE corner of said Section 29, thence N. 89°48' W. along the South line of said Section 29, 624.2 feet to a point; thence N. 8°42' W. 179.3 feet to a point; thence N. 21°49' W. 254.7 feet to a point; thence N. 87°51' E. 162.4 feet to a point; thence N. 1°14' E. 261.2 feet to a point, thence S. 80°35' E. 413.5 feet to a point; thence N. 77°27' E. 173.9 feet, more or less, to the East line of said Section 29; thence S. 0°02' E. along the East line of said Section, 653.3 feet, more or less, to the point of beginning.

Tract B:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 29:

N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$; and that portion of the SW $\frac{1}{4}$ lying East of State Highway No. 39, excepting therefrom: Beginning at the NE corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, thence S. 0°51' E. 655 feet; thence N. 53°04' W. 271.5 feet; thence S. 57°53' W. 320.3 feet; thence S. 68°47' W. 262.3 feet; thence N. 47°24' E. 197.8 feet; thence N. 09°45' W. 300.1 feet; thence N. 72°43' W. 260.5 feet; thence N. 48°44' E. 388.3 feet, more or less, to the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S. 89°43' E. 589.1 feet, more or less, to the point of beginning.

G:\WPDATA\GAS\5819\GSBR0807.WD:sjw

CMH

WARRANTY DEED

Date: December 20, 2012

Grantor: E. Lou Giesbrecht, Trustee of the Richard H. Giesbrecht and E. Lou Giesbrecht Family Trust u/i/d August 7, 1996 and

Richard M. Giesbrecht and Robert J. Giesbrecht, Co-Personal Representatives of the Richard H. Giesbrecht Estate pursuant to appointment in Bingham County, Idaho Magistrate's Court, Case No. CV-2010-1686,

and E. Lou Giesbrecht, a single woman

Grantee: Richard M. Giesbrecht and Robert J. Giesbrecht, Co-Trustees of the Lou Giesbrecht Revocable Trust created under instrument dated December 20, 2012

Grantee's Mailing Address: 772 E. Lava Falls Street, Meridian, ID 83646

Consideration: TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

Property Conveyed (including any Improvements):

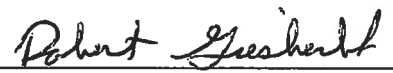
All interest of Richard H. Giesbrecht and E. Lou Giesbrecht in the real estate described on the attached Exhibit A.

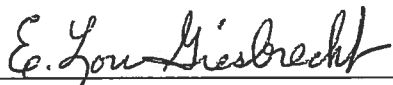
This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements of record in said County, and municipal and other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property. Additionally said property is conveyed subject to the existing mortgages of record.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee, as his sole and separate property, the property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and to hold it to Grantee, Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

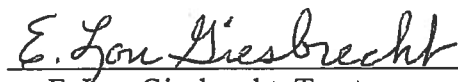
Richard H. Giesbrecht Estate

By: 
Richard M. Giesbrecht, Co-Personal
Representative

By: 
Robert J. Giesbrecht, Co--Personal
Representative


E. Lou Giesbrecht, a single woman

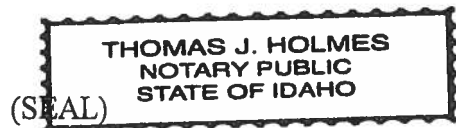
Richard H. Giesbrecht and E. Lou Giesbrecht
Family Trust u/i/d August 7,1996,

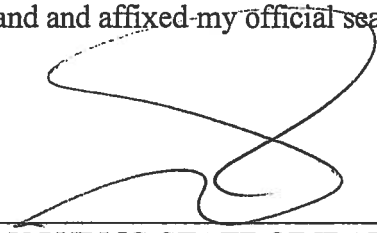
By: 
E. Lou Giesbrecht, Trustee

STATE OF IDAHO)
 :SS
County of Bannock)

On this 20 day of December, 2012, before me, the undersigned Notary Public, in and for said State, personally appeared E. Lou Giesbrecht, Trustee of the Richard H. Giesbrecht and E. Lou Giesbrecht Family Trust u/i/d August 7,1996, known to me to be the person whose name is subscribed to the within instrument as Trustee of the Richard H. Giesbrecht and E. Lou Giesbrecht Family Trust u/i/d August 7,1996 and acknowledged to me that he executed the same as Trustee of the Richard H. Giesbrecht and E. Lou Giesbrecht Family Trust u/i/d August 7,1996.

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




NOTARY PUBLIC-STATE OF IDAHO
My Commission Expires: _____

MY COMMISSION EXPIRES FEB 16, 2018

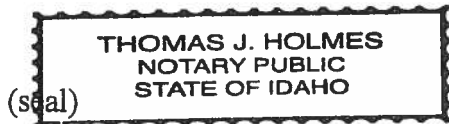
STATE OF IDAHO)

:SS

County of Bannock)

On this 20 day of December, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Giesbrecht, known or identified to me to be the person whose name is subscribed to the within instrument as a Co-Personal Representative of the Estate of Richard H. Giesbrecht Estate, Deceased, and acknowledged to me that he executed the same as such Co-Personal Representative of the Estate of Richard H. Giesbrecht Estate, Deceased.

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-STATE OF IDAHO
Commission Expires: _____

MY COMMISSION EXPIRES FEB 16, 2018

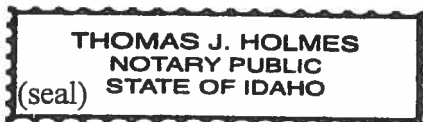
STATE OF IDAHO)

:SS

County of Bannock)

On this 28 day of December, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard M. Giesbrecht, known or identified to me to be the person whose name is subscribed to the within instrument as a Co-Personal Representative of the Estate of Richard H. Giesbrecht Estate, Deceased, and acknowledged to me that he executed the same as such Co-Personal Representative of the Estate of Richard H. Giesbrecht Estate, Deceased.

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



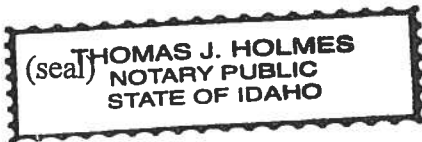
NOTARY PUBLIC-STATE OF IDAHO
Commission Expires: _____

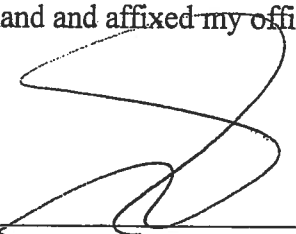
MY COMMISSION EXPIRES FEB 16, 2018

STATE OF IDAHO)
:SS
County of Bannock)

On this 20 day of December, 2012, before me, the undersigned Notary Public, in and for said State, personally appeared E. Lou Giesbrecht, a single woman, known 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 first written above.





NOTARY PUBLIC-STATE OF IDAHO
Commission Expires: _____

MY COMMISSION EXPIRES FEB 16, 2018

EXHIBIT "A"

The following described real estate located in Bingham County, Idaho.

1. Township 6 South, Range 31, E.B.M., Bingham County, Idaho

Section 20: $W\frac{1}{2}SE\frac{1}{4}$; Excepting therefrom: A portion of the $SW\frac{1}{4}SE\frac{1}{4}$ of Section 20, Township 6 South, Range 31, E.B.M., Bingham County, Idaho, described as:

Beginning at a point on the South line of said $SW\frac{1}{4}SE\frac{1}{4}$ from which the S $\frac{1}{4}$ corner of said Section 20 bears N 89°55' W 284.5 feet; thence N 0°05' E 330.00 feet; thence S 89°55' E 660.00 feet; thence S 0°05' W 330.00 feet to the South line of said $SW\frac{1}{4}SE\frac{1}{4}$; thence N 89°55' W 660.00 feet to the Point of Beginning.

ALSO EXCEPTING the Canal right-of-way of the Aberdeen-Springfield Canal Company.

Section 29: $N\frac{1}{2}NE\frac{1}{4}$; EXCEPTING THEREFROM Highway right-of-way.