

RECEIVED

JUL 10 2012

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
51-4088	Yes ☐		Yes ☐		Yes ☐
51-10073	Yes ☐		Yes ☐		Yes ☐
51-10074	Yes ☐		Yes ☐		Yes ☐
51-10075	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

CRAIG & RITA GILLESPIE
Name of current water right holder/claimant

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

RITA GILLESPIE
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

29029 SHOOPLY CUT-OFF ROAD
Mailing address

BRUNEAU
City

ID
State

83604
ZIP

(208) 590-5090
Telephone

rgillespie1221@gmail.com
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: MAY 9, 2012

6. 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 # 51-4088

7. Signature:

Rita Gillespie
Signature of new owner/claimant

OWNER
Title, if applicable

7/10/12
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by SRT

Date 7/10/2012

Receipt No. 095693

Receipt Amt. 100-

Approved by DAB

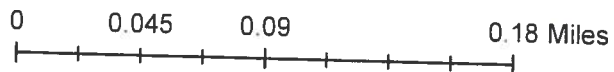
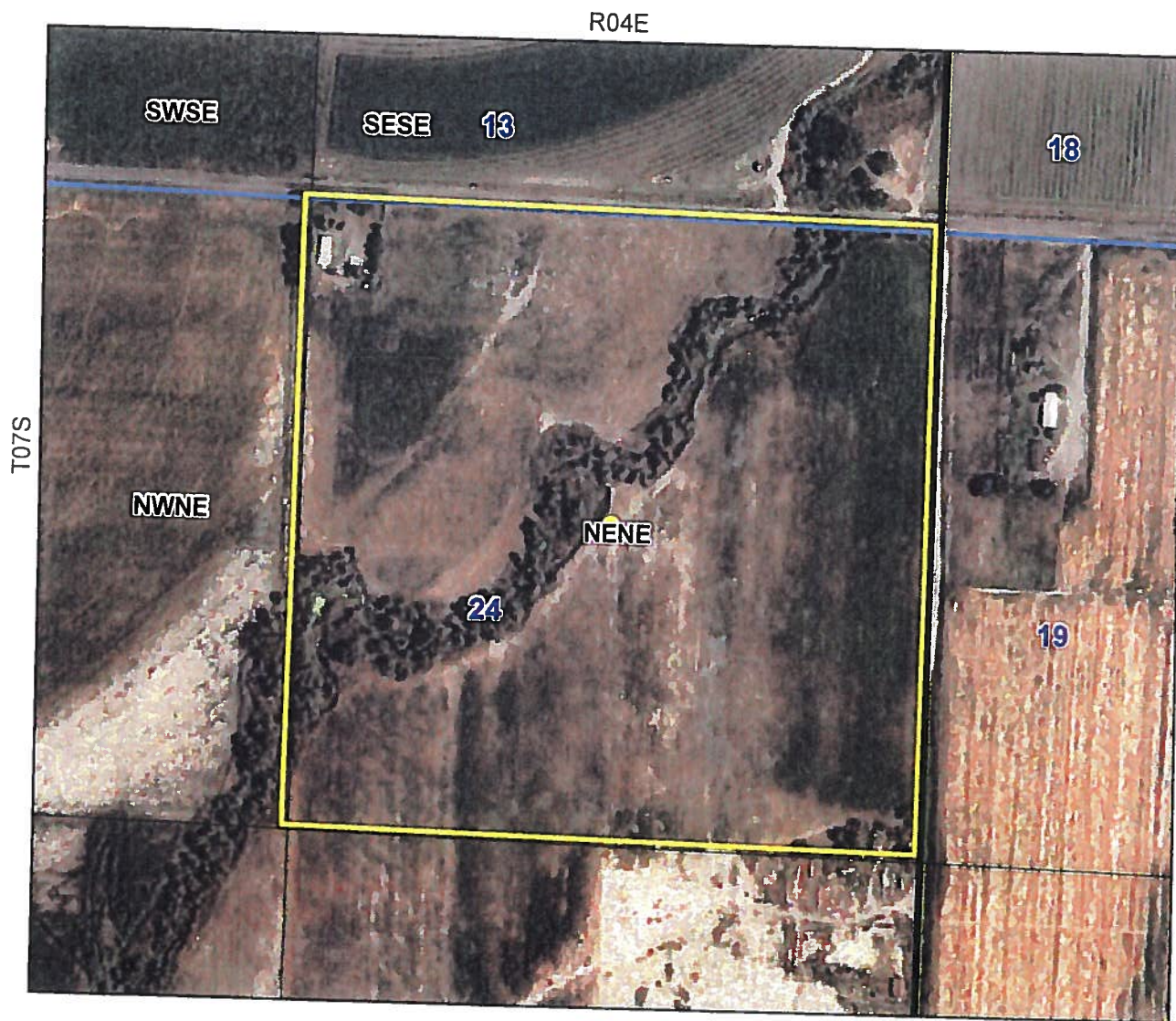
Processed by DAB

Date 7/11/2012

State of Idaho
Department of Water Resources
Water Right License

51-10075

Water Service Area Boundary for Craig Gillespie
July 10, 2012



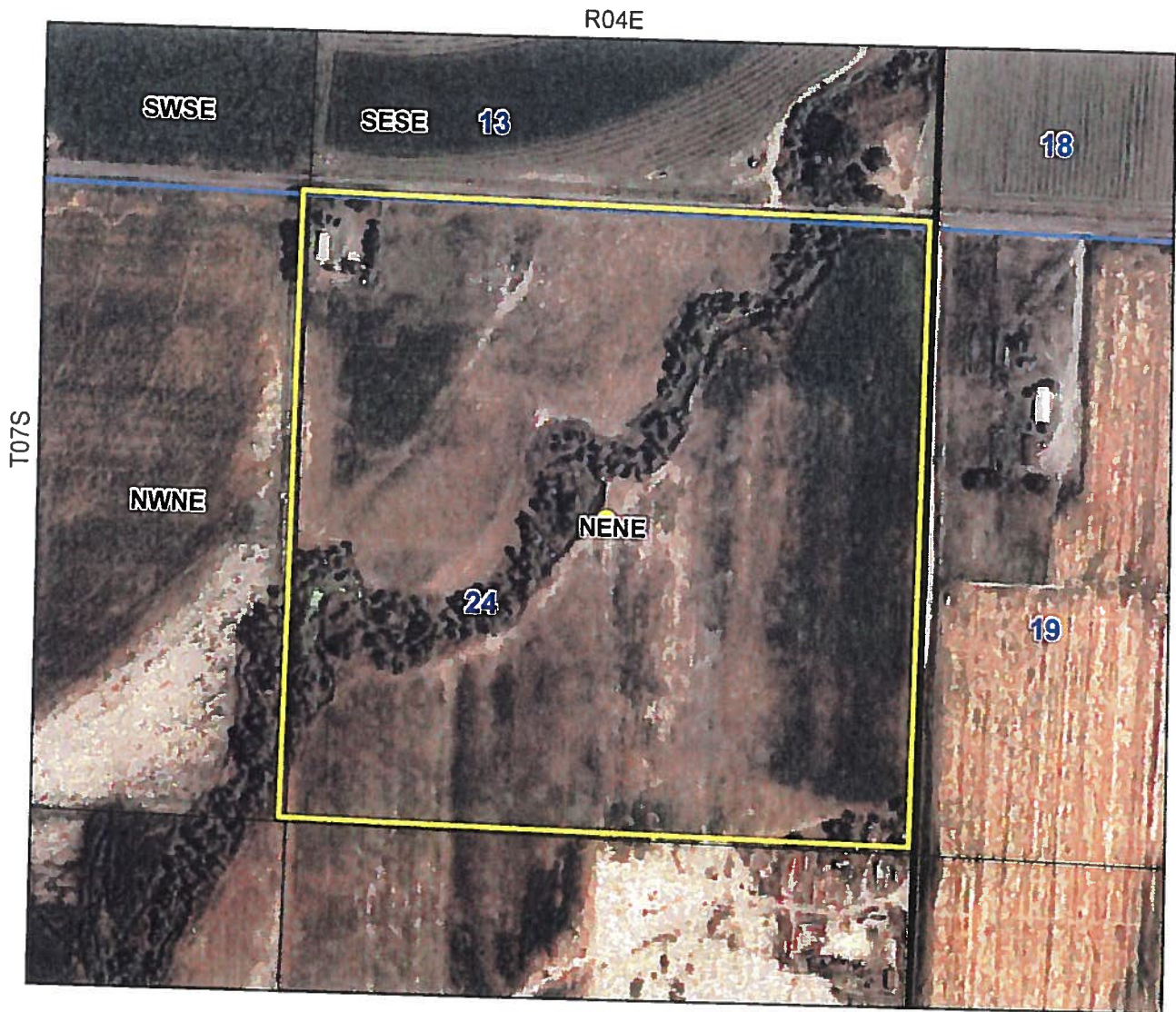
- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



State of Idaho
Department of Water Resources
Water Right License

51-10074

Water Service Area Boundary for Craig Gillespie
July 10, 2012



0 0.045 0.09 0.18 Miles

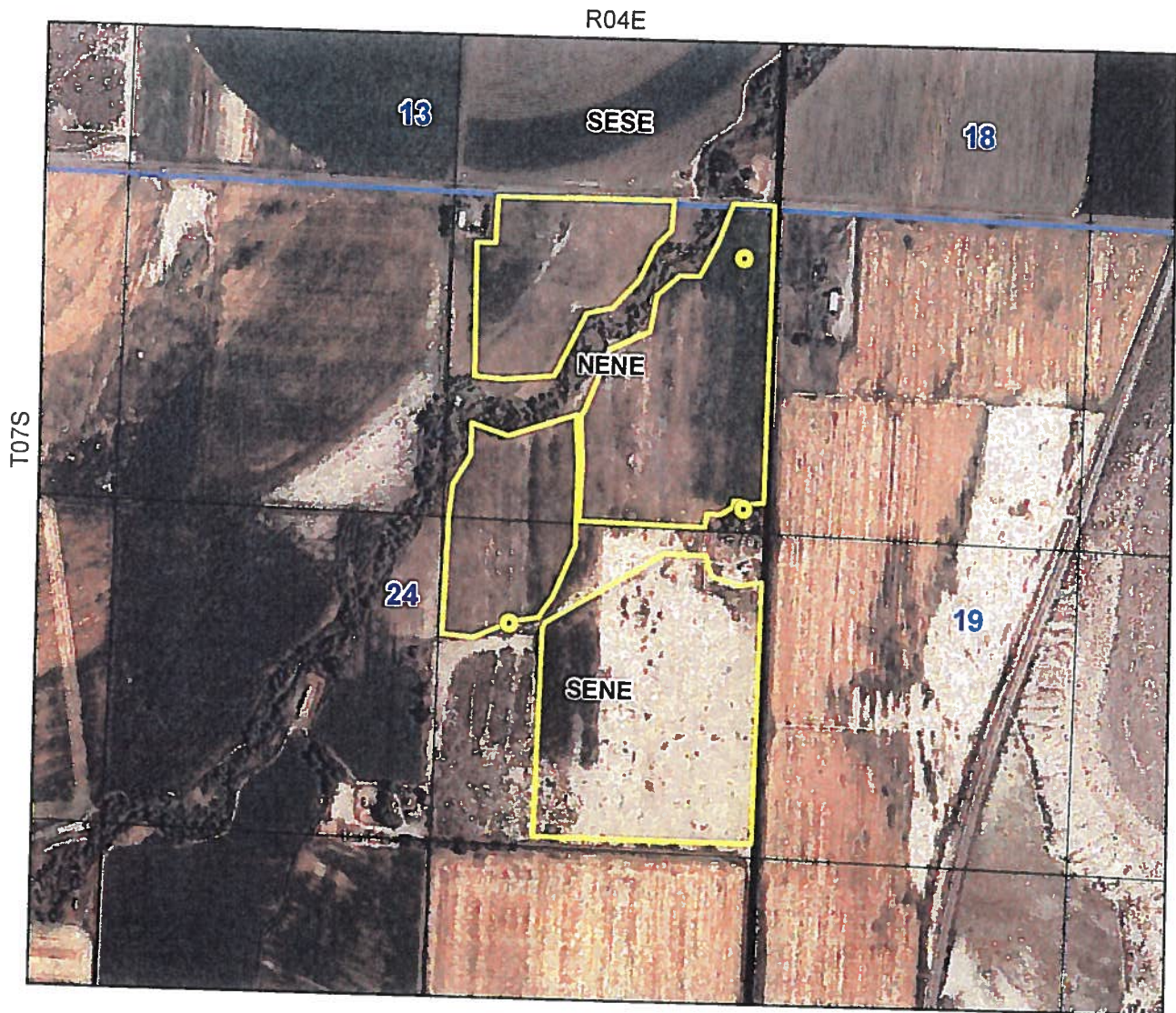
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters



State of Idaho
Department of Water Resources
Water Right License

51-4088

Water Service Area Boundary for Craig Gillespie
July 10, 2012



0 0.075 0.15 0.3 Miles

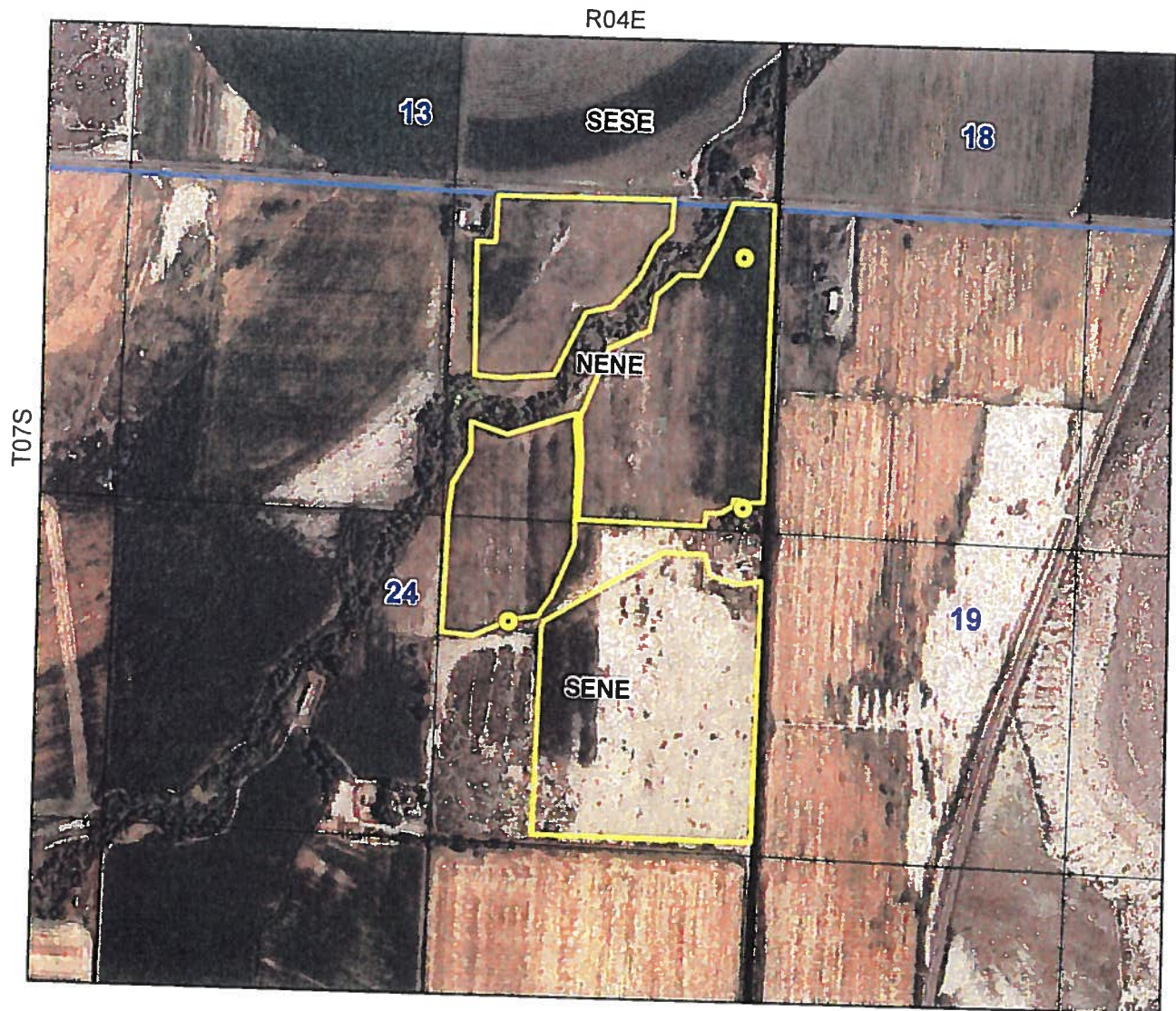
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters



State of Idaho
Department of Water Resources
Water Right License

51-10073

Water Service Area Boundary for Craig Gillespie
July 10, 2012



0 0.075 0.15 0.3 Miles

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters



Quitclaim Deed

For Value Received CRAIG GILLESPIE, Grantor, whose address is 26800 Cattle Drive, Bruneau, Idaho 83604, does hereby convey, release, remise and forever quit claim unto RITA GILLESPIE, Grantee, whose address is 29029 Shoofly Cut-off, Bruneau, Idaho 83604, the following real property more particularly described as follows, together with their appurtenances:

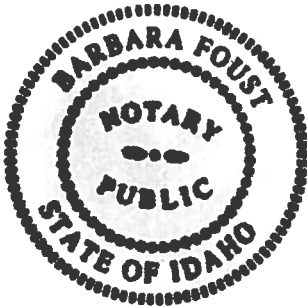
The East half of the Northeast quarter of Section 24, Township 7 South, Range 4 East, Boise, Meridian, Owyhee County, Idaho.

DATED this 6th day of May, 2012.

Craig Gillespie
CRAIG GILLESPIE

STATE OF IDAHO)
 : ss.
County of Elmore)

On this 6th day of May, 2012, before me a Notary Public in and for said State, personally appeared CRAIG GILLESPIE, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



Barbara Foust
Notary Public for Idaho
Residing in Bruneau, Idaho
My commission expires Oct 3, 2017

MY COMMISSION EXPIRES
October 3, 2017
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Instrument # 277679

MURPHY, OWYHEE, IDAHO
5-14-2012 02:12:39 No. of Pages: 1

Recorded for : RITA GILLESPIE
CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy Meterson Fee: 10.00
Index to: DEED, QUIT-CLAIM

SCANNED
INDEXED

Larry C. Ashcraft
ASHCRAFT AND MILLER, PLLC
430 North 6th East Street
Post Office Box 506
Mountain Home, Idaho 83647-0506
Telephone Number: (208) 587-9797
Facsimile Number: (208) 587-7005
I.S.B. # 2029

FILED
2012 MAY -9 PM 1:40
BARBARA SIEGLE
CLERK OF THE COURT
DEPUTY
181

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

RITA K. GILLESPIE,	)	
	)	Case No. CV-2012-248
Plaintiff,	)	
	)	STIPULATED JUDGMENT AND
vs.	)	DECREE OF DIVORCE
	)	
CRAIG THOMAS GILLESPIE,	)	
	)	
Defendant.	)	
_____	)	

Based upon the written Stipulation of the Parties for entry of this Judgment and Decree of Divorce, the Court having jurisdiction of the Parties and the subject matter, the Parties having waived entry of findings of fact and conclusions of law by reason of their written stipulation on file, having reviewed the record and being fully advised in the premises, it is HEREBY ORDERED, ADJUDGED, and DECREED, as follows:

1) That the bonds of matrimony heretofore and now existing between the Plaintiff and the Defendant is hereby dissolved and the Plaintiff and Defendant are hereby granted a decree of absolute divorce from each other upon the grounds of irreconcilable differences.

2) That the following described community property are hereby awarded to Plaintiff and Defendant as follows:

TO PLAINTIFF:

- a) 1997 Olds Cutlass Supreme, VIN # 1G3WH52M2VF315872
- b) 2000 Circle R two-horse trailer, VIN # 1C9HS1320YT452101
- c) Two Geldings, both bay
- d) Plaintiff's two saddles and tack
- e) Triple K
- f) 100% of Plaintiff's PERSI and 401K
- g) Sheep Wagon and Old Seeder
- h) Ties, and shed from Hadley's
- i) All clothing, jewelry, and personal effects of the Plaintiff
- j) All household items and furniture previously divided by the Parties.

TO DEFENDANT:

- a) 1998 Dodge Ram 2500 Pickup, VIN # 1B7KF2361WJ191384
- b) 1985 Ford F250 Pickup, VIN # 1FTHF2619FKA74124
- c) Ponderosa Gooseneck Stock-Trailer, VIN # 00000000000011494
- d) 1978 Black Chevy Truck, VIN # CCE628V127960
- e) 1967 Yellow Jeep, VIN # 21500
- f) 1993 Honda Motorcycle, VIN # MR1752001333
- g) John Deere Tractor 3020
- h) Hoe Drill
- i) Ripper
- j) Two Geldings, (1 sorrel and 1 buckskin)
- k) Defendant's two saddles and tack
- l) 59 head of cows and 2 bulls
- m) Homemade pipe panels & feeders
- n) Portable loading chute
- o) ½ of unused fencing materials at Rudge Place
- p) Use of Greasewood Field at Rudge Place for cattle, 1 day and 1 night each year
- q) Remaining ½ of 2011 Calf and Cull Cow income, less what Defendant has spent
- r) Two State Sections
- s) 379 A.U.M.s associated with the Rudge Place, with any costs associated therewith
- t) All clothing, jewelry, and personal effects of the Defendant
- u) All household items and furniture previously divided by the Parties.

3) That Plaintiff and Defendant have acquired real property located at 29029 Shoofly Cutoff, Bruneau, Owyhee County, Idaho, more particularly described as follows: **The East half of the Northeast quarter of Section 24, Township 7 South, Range 4 East, Boise, Meridian, Owyhee County, Idaho.** Said property includes 80 acres, all water rights to property, 1965 Magnolia Trailer House and contents, garage and outbuildings with their contents, corrals, all livestock panels, ½ of unused fence materials, all irrigation pipe, squeeze chute, and all miscellaneous items located on said property. Said property is hereby awarded to Plaintiff free and clear of any liens, liabilities, or deeds of trust. Defendant shall execute a Quitclaim Deed to said property no later than the date of the entry of this Judgment and Decree of Divorce.

4) That Plaintiff and Defendant have acquired real property located at 26800 Cattle Drive Road, Bruneau, Owyhee County, Idaho, more particularly described as follows: **Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho, SECTION 28: S1/2SE1/4, SECTION 32: S1/2NE1/4, SECTION 33: NW1/4NE1/4, E1/2NW1/4, SW1/4NW1/4.** Said property includes 320 acres, house, shop and outbuildings with their contents, corrals, arena, 156 A.U.M.s, and all miscellaneous items located on said property. Said property is hereby awarded to Defendant, subject to the debt thereon. Further, Defendant shall payoff or remove Plaintiff's name from any debt associated with this property on or before the 1st day of May, 2012. Until Plaintiff's name is removed from the debt obligation, Plaintiff shall retain a lien on cattle awarded to Defendant. Further, Plaintiff shall execute a Quitclaim Deed to said property at the same time Defendant executes the Deeds transferring the property set forth in Paragraph 3 above and Paragraph 5 below.

5) That Plaintiff and Defendant have acquired real property located in Bruneau, Owyhee County, Idaho, more particularly described as follows: **Lots 6, 7 and 8 of Bruneau**

Heights, according to the official plat thereof, filed as Instrument No. 218095, Official Records of Owyhee County, Idaho. Plaintiff is hereby awarded these three (3) Lots. Further, Defendant shall execute Quitclaim Deeds to said Lots no later than the date of entry of this Judgment and Decree of Divorce. Plaintiff shall payoff or remove Defendant's name from any debt thereon on or before the 1st day of May, 2012

6) That to equalize the property division between Plaintiff and Defendant, Defendant shall pay to Plaintiff \$35,000.00, within ten (10) days of the entry of this Judgment and Decree of Divorce.

7) That the following community debts are hereby awarded to Plaintiff and Defendant as follows, to-wit:

TO PLAINTIFF:

Any and all debts in Plaintiff's name.

TO DEFENDANT:

Mortgage loan with Pioneer Federal Credit Union;
Loan to Vern and Margaret Gillespie; and
Any and all debts in Defendant's name.

8) That except as addressed in this Judgment and Decree of Divorce, any debts, which were incurred or may be incurred by either Party after the date of separation, which was on August 1, 2011, shall be assumed by the Party incurring such indebtedness and he or she shall hold the other Party harmless therefrom.

9) That Plaintiff and Defendant shall equally pay all health insurance costs, car insurance costs, and cell phone costs for their daughter, Lyndie, until she reaches the age of twenty-one (21).

10) That Plaintiff and Defendant shall share equally in the expense of the preparation of the 2011 State and Federal taxes and any taxes that may be owed. Further, Plaintiff and Defendant shall equally split any refunds, if any, received.

11) That Plaintiff shall pay her own attorney's fees and costs for this action.

12) That Larry C. Ashcraft of the firm of ASHCRAFT AND MILLER, PLLC, the attorneys for the Plaintiff, shall be allowed to withdraw as attorney of record for the Plaintiff in this action, pursuant to Idaho Court Rule 11(b)(2).

DATED This 9 day of May, 2012.

18
DAVID C. EPIS
JUDGE

Rita K. Gillespie
RITA K. GILLESPIE
Plaintiff

Craig Thomas Gillespie
CRAIG THOMAS GILLESPIE
Defendant