

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
13-4307	13-7662	GIBSON			
	13-7663	BASTIAN			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Rayola H Gibson RT 1 Franklin, ID 83237
W Dean Gibson
4. New Owner/Claimant(s) Stephen Paul Bastian
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5587 E. Maple Cr. Rd.
- City, State and ZIP Code Franklin, ID 83237
- New Telephone Number (208) 646-2382
5. Date you acquired the property 1/15/04

SUPPORT DATA

IN FILE # 13-4307

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>13-4307</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock	<u>.01</u>	
Domestic	<u>.03</u>	
Other		
Total	<u>.03</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Stephen Paul Bastian
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by JC Date 8-18-04 Fee \$100 -
 Received by JC Date 8-18-04 Receipt No. E030152
 Processed by _____ AJ Date _____ WR _____ Date _____

225030 1-3

Recorded at the request of

STEVEN R. FULLER

9:40

A.M. FEB 04 2004 P.M.

V. ELLIOTT LARSEN, RECORDER

By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

The Document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office, same having been filed

4 Feb 2004
Attest 31 March 2004

V. Elliott Larsen, Clerk of the District Court of the Sixth Judicial District in and for Franklin County, Idaho

By Shauna Geddes Deputy

PERSONAL REPRESENTATIVE'S DEED

THIS DEED made this 15th day of January, 2004, between **S. PAUL BASTIAN**, as Personal Representative of the Estate of **MICHAEL WAYNE BASTIAN**, deceased, hereinafter called "Grantor" and **S. PAUL BASTIAN**, hereinafter called "Grantee".

WHEREAS, S. Paul Bastian is the duly appointed and acting Personal Representative of the Estate of Michael Wayne Bastian, deceased, having been appointed in Case No. SP-03-80 by the Magistrate Court of the Sixth Judicial District in Franklin County, Idaho on the 14th day of July, 2003; and,

NOW, THEREFORE, WITNESSETH, that the said Grantor, for valuable consideration, and for the purpose of distributing certain real property from the Estate of Michael Wayne Bastian, deceased, does by these presents hereby distribute, bargain, sell, convey, and confirm unto the said Grantee and his heirs and assigns forever, the above described interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the Grantee, his heirs and assigns forever.

225030 2-3

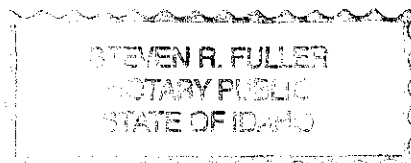
IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

ESTATE OF MICHAEL WAYNE BASTIAN

By: S Paul Bastian
S. PAUL BASTIAN
Personal Representative

STATE OF IDAHO)
) ss.
County of Franklin)

On this 15th day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **S. PAUL BASTIAN**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of MICHAEL WAYNE BASTIAN and acknowledged to me that he executed the same as Personal Representative of the Estate of MICHAEL WAYNE BASTIAN.



[Signature]
NOTARY PUBLIC for State of Idaho
Residing at: Preston, Idaho
Comm. Expires: 2/19/05

EXHIBIT "A"

A parcel of land being a portion of the Northeast one-quarter of the Northeast one-quarter of Section 14, and a portion of the Southeast one-quarter of the Southeast one-quarter of Section 11, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, and being more particularly described as follows:

Commencing at the NE corner of said Section 14, being a rebar and cap bearing the PLS No. 4735, also being the SE corner of said Section 11; thence North 89°41'38" West along the common line between said Sections 14 and 11 a distance of 650.40 feet to the POINT OF BEGINNING; thence South 09°10'00" East a distance of 364.48 feet; thence along the Northerly edge of Maple Creek Road, a County Road, for the following three courses:

- 1.) South 73°41'00" West a distance of 199.40 feet;
- 2.) North 86°04'30" West a distance of 84.30 feet;
- 3.) North 78°48'00" West a distance of 186.30 feet;

thence North 46°52'30" West a distance of 154.80 feet; thence North 23°46'00" East a distance of 213.50 feet; thence North 62°40'00" East a distance of 104.40 feet; thence North 48°29'00" West a distance of 160.30 feet; thence South 88°32'00" East a distance of 443.20 feet; thence South 09°10'00" East a distance of 71.08 feet to the POINT OF BEGINNING.

TOGETHER WITH A SPRING RIGHT AND EASEMENT AS SET FORTH AND RECORDED IN INSTRUMENT NO. 223973 IN THE RECORDS OF FRANKLIN COUNTY, IDAHO.

204414 1-2

Recorded at the request of

FIRST AMERICAN TITLE

a.m. DEC 08 1998

3:20 p.m.

WARRANTY DEED

FOR VALUE RECEIVED

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHOW. DEAN GIBSON and JEANNE M. GIBSON, Trustees of The W. Dean Gibson
Family Trust, dated May 29, 1998,

the grantors, do hereby grant, bargain, sell and convey unto

MICHAEL WAYNE BASTIAN, a single man,

whose current address is: 5587 East Maple Creek
~~Preston~~, Idaho 83263
FRANKLIN

the grantee, the following described premises, in Franklin County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCETO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with
the said Grantee, that they are the owners in fee simple of said premises; that they are free from
all encumbrances and that they will warrant and defend the same from all lawful claims
whatsoever.DATED this 4th day of December, 1998.The Document to which this certificate is
attached is a full, true and correct copy of
the original on file and of record in my
office, same having been filed9 Dec 1998
Attest 12 April 2004
V. Elliott Larsen, Clerk of the District
Court of the Sixth Judicial District in and
for Franklin County, Idaho
By Shauna Geddes DeputyW. Dean Gibson
W. DEAN GIBSON, Trustee of
THE W. DEAN GIBSON FAMILY TRUSTJeanne M. Gibson
JEANNE M. GIBSON, Trustee of
THE W. DEAN GIBSON FAMILY TRUST

STATE OF UTAH)

) ss.

COUNTY OF WASHINGTON)

On this 4th day of December, 1998, before me, a Notary Public in and for said State,
personally appeared W. Dean Gibson and Jeanne M. Gibson, known or identified to me to be the
persons whose names are subscribed to the within instrument as the trustees of The W. Dean
Gibson Family Trust, and acknowledged to me that they executed the same.Deann Betenson

NOTARY PUBLIC

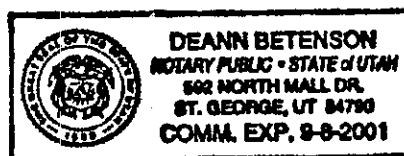
Residing at: Wash UtMy Commission Expires: 9-8-2000.

EXHIBIT "A"

A parcel of land being a portion of the Northeast one-quarter of the Northeast one-quarter of Section 14, and a portion of the Southeast one-quarter of the Southeast one-quarter of Section 11, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, and being more particularly described as follows:

Commencing at the NE corner of said Section 14, being a rebar and cap bearing the PLS NO. 4735, also being the SE corner of said Section 11; thence North $89^{\circ}41'38''$ West along the common line between said Sections 14 and 11 a distance of 650.40 feet to the POINT OF BEGINNING; thence South $09^{\circ}10'00''$ East a distance of 364.48 feet; thence along the Northerly edge of Maple Creek Road, a County Road, for the following three courses:

- 1.) South $73^{\circ}41'00''$ West a distance of 199.40 feet;
- 2.) North $86^{\circ}04'30''$ West a distance of 84.30 feet;
- 3.) North $78^{\circ}48'00''$ West a distance of 186.30 feet;

thence North $46^{\circ}52'30''$ West a distance of 154.80 feet; thence North $23^{\circ}46'00''$ East a distance of 213.50 feet; thence North $62^{\circ}40'00''$ East a distance of 104.40 feet; thence North $48^{\circ}29'00''$ West a distance of 160.30 feet; thence South $88^{\circ}32'00''$ East a distance of 443.20 feet; thence South $09^{\circ}10'00''$ East a distance of 71.08 feet to the POINT OF BEGINNING.

The Document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office, same having been filed

22 OCT 2003
Attest 21 APRIL 2004
V. Elliott Larsen, Clerk of the District Court of the Sixth Judicial District in and for Franklin County, Idaho
By Shauna Geddes Deputy

223973 1-5

Recorded at the request of
JAY R. MCKENZIE

10:30

A.M. OCT 28 2003 P.M.

V. ELLIOTT LARSEN, RECORDER
By Shauna Geddes Deputy
FRANKLIN COUNTY, IDAHO

AGREEMENT FOR SPRING OPERATION EASEMENT AND RIGHT-OF-WAY

This Agreement For Spring Operation, And Easement And Right-Of-Way, is by and between PAUL BASTIAN, Individually and as Personal Representative of the Estate of MICHAEL WAYNE BASTIAN, (hereinafter referred to as "BASTIAN"), and W. DEAN GIBSON and JEANNE M. GIBSON, Trustees of the W. DEAN GIBSON FAMILY TRUST, dated May 29, 1998, (hereinafter referred to as "GIBSON").

WHEREAS, GIBSON is owner of real property located in Franklin County, Idaho, and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, BASTIAN is the owner of adjoining real property located in Franklin County, Idaho, and more particularly described in Exhibit "B" attached hereto and made a part hereof by reference; and

WHEREAS, a spring is located upon the real property of GIBSON, but furnishes water to BASTIAN'S home, and also furnishes water to GIBSON'S property; and

WHEREAS, the parties desire to memorialize their agreement regarding said spring;

NOW THEREFORE, upon the consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and other good and valuable consideration, including the promises and obligations contained herein, the parties acknowledging the adequacy all of which consideration, the parties do hereby covenant, agree, and promise as follows:

1. GIBSON and BASTIAN each have a 50% ownership in the above-referenced spring and its waters.

2. GIBSON and BASTIAN shall each contribute 50% towards all maintenance, operation, and repair of said spring, and the piping therefrom.

3. Any proposed maintenance, operation, repair, or other expenses, related to the spring shall be first presented by one party to the other in writing, for approval. The party receiving a request for expenditures shall respond within five (5) days, unless there is an emergency situation, in which case the response must be made within 24 hours. If agreement is not reached regarding the expenditures to be made, then either party can proceed to make the repairs, and later seek to enforce the payment requirements hereof, in court, or otherwise. If there is no objection, or if there is no response to the request, then all expenditures made shall be paid within ten (10) days of invoice, unless other arrangements are made by both parties. Both parties shall work in good faith to assure a proper functioning and operation of the spring, to provide water on a reliable basis to the parties.

4. GIBSON does hereby grant and convey to BASTIAN an easement and a right-of-way over and across the real property of GIBSON, for BASTIAN to have access to the spring, as well as to the pipeline running from the spring for legitimate and necessary uses as described herein,

across the real property of GIBSON (see Exhibit "A"), and into the real property of BASTIAN (see Exhibit "B"), for the purpose of ingress and egress to the spring, and for maintenance, operation, and repair of the pipeline and the spring. The easement relating to the pipeline shall be 10 feet on both sides of the centerline of the existing pipeline.

5. BASTIAN does hereby grant and convey to GIBSON an easement and a right-of-way for legitimate and necessary uses described herein, over and across the real property of BASTIAN, for GIBSON to have access to the pipeline running across the real property of BASTIAN (see Exhibit "B"), and into the real property of GIBSON (see Exhibit "A"), for the purpose of ingress and egress, maintenance, operation, and repair of the pipeline. The easement relating to the pipeline shall be 10 feet on both sides of the centerline of the existing pipeline.

6. Maintenance, operation, and repair of the pipelines described in paragraphs 4 and 5 above, shall not disrupt or interfere with the other party's real property, any more than is reasonably necessary, and the party making the maintenance, operation, or repair, shall replace or repair the real property so disturbed, as near as practicable, to the state it was in prior to the disturbance. Failure to do so, will result in damages to the injured party, which may be pursued by legal action.

7. In granting the Easements and Rights-of-Way, as set forth in paragraph 4, 5, and 6 above, it is understood and agreed that the grantors shall retain all other interests and rights not otherwise conveyed herein.

8. Neither party shall cause the spring to become contaminated so as to be unfit for human consumption.

9. In the event that it becomes necessary for either party to this Agreement to employ an attorney for the purpose of enforcing the provisions hereof, either with or without suit, the defaulting party agrees to pay and discharge all costs and expenses thereof, including a reasonable attorneys fee.

10. This Agreement and the Easement and Right-of-Way shall run with the real property described above, and shall be binding upon the heirs, executors, and assigns of the respective parties.

WITNESS OUR HANDS AFFIXED this 28th day of October, 2003.


 PAUL BASTIAN, Individually and as
 Personal Representative of the Estate of
 MICHAEL WAYNE BASTIAN

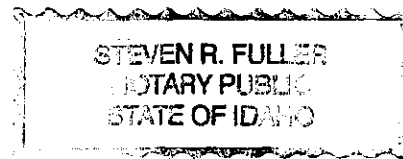

 W. DEAN GIBSON, Trustee of the
 W. Dean Gibson Family Trust


 JEANNE M. GIBSON, Trustee of the
 W. Dean Gibson Family Trust

STATE OF IDAHO)
) ss.
 COUNTY OF FRANKLIN)

On this 27th day of October, 2003, before me, a Notary Public, in and for said State, personally appeared PAUL BASTIAN, Individually and as Personal Representative of the Estate of Michael Wayne Bastian, whose name is subscribed to the within instrument and acknowledged to me that he executed the same individually, and as Personal Representative of the Estate of Michael Wayne Bastian.

Steven R. Fuller
 NOTARY PUBLIC
 Residing at: Preston, ID
 My Commission Expires: 2/19/05



STATE OF IDAHO)
) ss.
 COUNTY OF FRANKLIN)

On this 28th day of October, 2003, before me, a Notary Public, in and for said State, personally appeared W. DEAN GIBSON and JEANNE M. GIBSON, known or identified to me to be the persons whose names are subscribed to the within instrument as the trustees of the W. Dean Gibson Family Trust, and acknowledged to me that they executed the same as such trustees.

Jay R. McKenzie
 NOTARY PUBLIC
 Residing at: Preston, ID
 My Commission Expires: 11-16-03

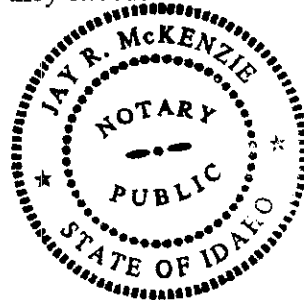


EXHIBIT "A"

Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho

Section 13:

Location of spring: NE1/4SW1/4NW1/4

Course through which pipeline runs:

Section 13: NW1/4SE1/4N1/2, and
NW1/4NW1/4S1/2

Section 14: NE1/4NE1/4N1/2

223973 5-5**EXHIBIT "B"**

A parcel of land being a portion of the Northeast one-quarter of the Northeast one-quarter of Section 14, and a portion of the Southeast one-quarter of the Southeast one-quarter of Section 11, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, and being more particularly described as follows:

Commencing at the NE corner of said Section 14, being a rebar and cap bearing the PLS NO. 4735, also being the SE corner of said Section 11; thence North $89^{\circ}41'38''$ West along the common line between said Sections 14 and 11 a distance of 650.40 feet to the POINT OF BEGINNING; thence South $09^{\circ}10'00''$ East a distance of 364.48 feet; thence along the Northerly edge of Maple Creek Road, a County Road, for the following three courses:

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- 3.) North $78^{\circ}48'00''$ West a distance of 186.30 feet;

thence North $46^{\circ}52'30''$ West a distance of 154.80 feet; thence North $23^{\circ}46'00''$ East a distance of 213.50 feet; thence North $62^{\circ}40'00''$ East a distance of 104.40 feet; thence North $48^{\circ}29'00''$ West a distance of 160.30 feet; thence South $88^{\circ}32'00''$ East a distance of 443.20 feet; thence South $09^{\circ}10'00''$ East a distance of 71.08 feet to the POINT OF BEGINNING.

Portion of U.S. Dept. of the Interior Geological Survey Map - Mapleton, IDAHO 42411-A6-TF-024

