

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 22 2017

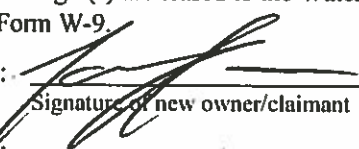
DEPT OF WATER RESOURCES
SOUTHERN REGION

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
45-4159 Mackey Spring	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Edyth V Mullen, Leonard H Mullen
- Name of current water right holder/claimant
James Mullen, Karen Mullen
3. New Owner(s)/Claimant(s): New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 920 W 2000 S Oakely ID 83346
- Mailing address (208) 862-3385 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: May 14, 1984
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  OWNER 5-16-17
- 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 DM Date 5-22-2017 Receipt No. 5036142 Receipt Amt. \$25

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 Approved by Processed by Date

160652

WARRANTY DEED

FOR VALUE RECEIVED, LEONARD H. MULLEN and EDYTH V. MULLEN, husband and wife, hereinafter called the Grantors, hereby grant, bargain, sell, and convey unto JAMES and KAREN MULLEN, husband and wife, hereinafter called the Grantees, residing at Oakley, Idaho, the following described premises situated in Cassia County, Idaho, to-wit:

Township 14 South, Range 21 East Boise Meridian

Section 3: $N\frac{1}{2}N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$ excepting a portion of the $SW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$ of said Section 3 described as follows: Beginning at the Southwest corner of the $SW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, thence North 130 feet, thence East 210 feet, thence South 130 feet, thence West 210 feet to the point of beginning.

TOGETHER WITH water rights including the Mackey Spring.

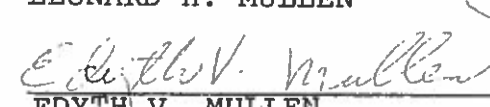
RESERVING AND excepting therefrom, however, unto grantors the full use, control, income and possession for and during the grantor's natural lives the dwelling house and appurtenant yard located within the $SW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$ of said Section 3 described more particularly as follows: Beginning at the Northwest corner of the $SW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, thence South 530 feet, thence East 210 feet, thence North 530 feet, thence West 210 feet to the point of beginning.

SUBJECT TO the power line easement, easements of record, and easements apparent from inspection of the premises.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the Grantors do hereby covenant to and with the said Grantees that the Grantors are the owners in fee simple of said premises; that they are free from all encumbrances except as above described and that the Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED this 14 day of May, 1984.


LEONARD H. MULLEN


EDYTH V. MULLEN

DOUGLAS R. WHIPPLE
ATTORNEY AT LAW
P.O. BOX 248
BURLEY, IDAHO 83318
TELEPHONE: (208) 678-5574

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STATE OF IDAHO)
County of Cassia) ¹⁴ SS

On this 14 day of May, 1984, before me, the under-
signed, a Notary Public in and for said State, personally appeared
LEONARD H. MULLEN and EDYTH V. MULLEN, husband and wife, known or
identified to me to be the person whose names are subscribed to
the foregoing 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 first above written.

Douglas R. Whipple
Notary Public for Idaho
Residing at: *Burley, Idaho*
My commission expires: *May 15, 1984*



RECORDED AT THE REQUEST OF
William M. Whipple
FEE *4.00*
CASSIA COUNTY, IDAHO
FRANK D. KEARNS
RECORDER
May 15 3 29 PM '84
Burley
Edith May Whipple

100652

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may 84
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CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 15th day of August, 1980, by and between LEONARD H. MULLEN and EDYTH V. MULLEN, husband and wife, hereinafter called the Seller, and JAMES MULLEN and KAREN MULLEN, husband and wife, hereinafter called the Purchaser;

W I T N E S S E T H:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Seller, the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

Township 14 South, Range 21 East Boise Meridian

Section 2: Lots 2, 3, and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 3: Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) excepting the S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; and the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH water rights including the Blackenship Spring and Gillepsie Spring, but excluding and reserving all the waters of Mackey Spring to the Sellers, which said Mackey Spring is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3.

SUBJECT TO the power line easement, easements of record, and easements apparent from inspection of the premises.

TOGETHER WITH all BLM AUMs consisting of Goosecreek - 11 AUMs and Churchhill - 120 AUMs

TOGETHER WITH all livestock excepting the 1980 calf crop which the Sellers reserve to themselves.

TOGETHER WITH all machinery situated on the above described premises excepting the D4 tractor.

for the sum of Seventy-five Thousand Dollars (\$75,000.00), hereinafter called the Purchase Price, on account of which the sum of One Dollar (\$1.00) is paid on the execution hereof, the receipt of

1 which is hereby acknowledged, and the balance of Seventy-four
2 Thousand Nine Hundred Ninety-nine Dollars (\$74,999.00) is to be
3 paid as follows:

4 In annual installments of \$5,000.00 each
5 including principal and interest at the
6 rate of 10% per annum from this date,
7 the first such annual installment to be
8 paid on the 1st day of November, 1981,
9 and a like payment on the 1st day of
10 November of each year thereafter until
the full principal and interest have
been paid. Advance payments may be
made at any time which shall be
credited to the principal of the con-
tract that is last to become due.

11 TRUTH IN LENDING:

12 The parties agree that they have complied with the Truth
13 in Lending Statutes of the United States and the State of Idaho
14 and have ascertained for each of them the total timeprice on this
contract.

15 TAXES:

16 The Purchaser, in consideration of the premises, hereby
17 agrees that he will pay his pro-rata share of the 1980 taxes pro-
18 rated as of the date of this contract and all taxes hereafter
19 levied against the said property and all liens and charges which
20 hereafter may be lawfully imposed upon said premises, including
21 all assessments, all promptly and before the same or any part
22 thereof becomes past due.

23 The Seller agrees that he will pay his pro-rata share of
24 the 1980 taxes pro-rated to the date of this contract and certifies
25 that all taxes heretofore levied are paid in full.

26 POSSESSION AND IMPROVEMENTS:

27 The Purchaser shall be entitled to possession of the
28 said premises upon the execution of this contract and may retain
29 said possession so long as he is not in default in the performance
30 of his obligations under the terms of this contract. While any
31 part of the said purchase price remains unpaid, the Purchaser
32

1 agrees to keep the buildings and improvements on said premises,
2 now or hereafter erected, in good condition of repair and not to
3 suffer any waste thereof. The Purchaser will make no alterations
4 on the premises that will lower the value thereof, and any
5 improvements made thereon will inure to the land. The Purchaser
6 agrees to keep said premises free from mechanic's liens and other
7 liens, to save the Seller harmless therefrom, and to reimburse the
8 Seller for all costs and attorney fees incurred by him in defending
9 against any such liens.

10 REPRESENTATION CLAUSE:

11 It is hereby expressly understood and agreed by the
12 parties hereto that the Purchaser accepts said property in its
13 present condition and enters into this agreement in reliance on
14 his own independent investigation of value and condition of the
15 premises and that there are no representations, covenants, or
16 agreements between the parties hereto with reference to the said
17 property, except as herein specifically set forth.

18 MERCHANTABLE TITLE:

19 The Seller agrees, at his own expense, to furnish to the
20 Purchaser a good and merchantable title to the above described
21 premises evidenced by a Purchasers Title Insurance Policy in a sum
22 equal to the Purchase Price. The said evidence of merchantable
23 title will be produced by a preliminary report when the final
24 payment is made under this contract. The Purchaser shall then
25 have five (5) days within which to examine such evidence and the
26 Seller shall have a reasonable time in which to correct such
27 defects. When the full sum is paid, the Seller will deliver or
28 cause to be delivered the Title Insurance Policy and a good and
29 sufficient Warranty Deed conveying said premises in fee simple
30 unto the Purchaser, his heirs and assigns, free and clear of all
31 encumbrances.
32

1 ESCROW:

2 The parties hereto, upon the execution of this contract,
3 will deposit in escrow with Bank of Idaho, of Burley, Idaho, a
4 good and sufficient deed, together with an exact copy of this
5 contract and such other documents which shall pertain to this
6 contract, to be by such escrow held until the terms of this
7 contract shall be completely executed, or until default is made
8 under the same. The terms of such deposit in escrow shall be
9 given by separate escrow agreement to be made at the time this
10 contract is executed. The escrow fees shall be paid equally by
11 the Seller and Purchaser.

12 ASSIGNMENT OF CONTRACT:

13 It is expressly understood and agreed by the parties
14 hereto that this agreement or any part thereof may not be assigned
15 by the Purchaser without the written consent of the Seller.

16 SELLER'S REMEDY AND FORFEITURE:

17 Time is of the essence of this agreement and in case of
18 the failure of the Purchaser to make any of the payments, or any
19 part thereof, or perform any of the covenants on his part hereby
20 made and entered into, or to keep and observe all the conditions,
21 covenants, and restrictions herein set forth, the Seller may elect
22 to file suit for the delinquent installment or declare the entire
23 balance due and payable and file suit therefor, or at the option
24 of the Seller, this contract may be forfeited and determined, and
25 the Purchaser shall forfeit all payments made on this contract,
26 and such payments shall be retained by the Seller in full satis-
27 faction and in liquidation of all damages sustained, provided,
28 however, before such forfeiture shall be effective, the Seller
29 must give the Purchaser written notice by certified mail of the
30 Seller's election to declare such forfeiture setting out the
31 reasons therefor, and the Purchaser shall have thirty (30) days
32 from the mailing of such notice within which to correct such

1 defaults; if such default is corrected within such time, this
2 agreement shall be in full force and effect as if never breached;
3 and if default is not corrected in the time set out, then the
4 Seller shall be entitled to immediate possession of the premises
5 above described.

6 WAIVER:

7 The Purchaser further agrees that failure by the Seller
8 at any time to require performance by the Purchaser of any pro-
9 vision hereof shall in no way affect his rights hereunder to
10 enforce the same, nor shall any waiver by said Seller of any
11 breach of any provision hereof be held to be a waiver by said
12 Seller of any succeeding breach of any such provision, or as a
13 waiver of the provision itself. The Seller may accept part of any
14 such payment without waiving his right to the forfeiture set forth
15 above.

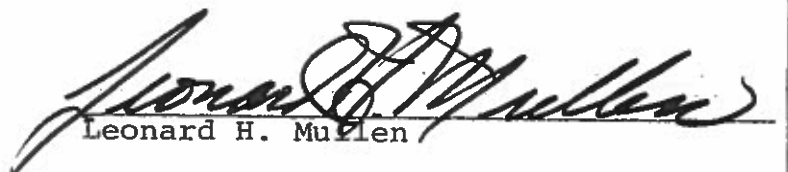
16 ATTORNEY FEES:

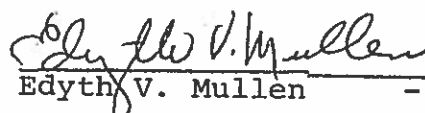
17 In case suit or action is initiated to enforce any of
18 the provisions hereof, the defaulting party agrees to pay such sum
19 as the Court may adjudge reasonable attorney fees allowed the
20 prevailing party in said suit or action.

21 BINDING ON HEIRS:

22 This agreement shall be binding on the heirs, executors,
23 administrators, and assigns of the parties hereto.

24 IN WITNESS WHEREOF, the said parties have hereunto set
25 their hands the day and year first above written.

26
27 
28 Leonard H. Mullen

29
30 
31 Edyth V. Mullen - Sellers
32

James Mullen

Karen Mullen

STATE OF IDAHO)
County of Cassia) ss

On this 15th day of August, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared LEONARD H. MULLEN and EDYTH V. MULLEN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 first above written.

Herman E. Bedke
Notary Public for Idaho
Residing at Burley, Idaho

STATE OF IDAHO)
County of Cassia) ss

On this 15th day of August, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES MULLEN and KAREN MULLEN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 first above written.

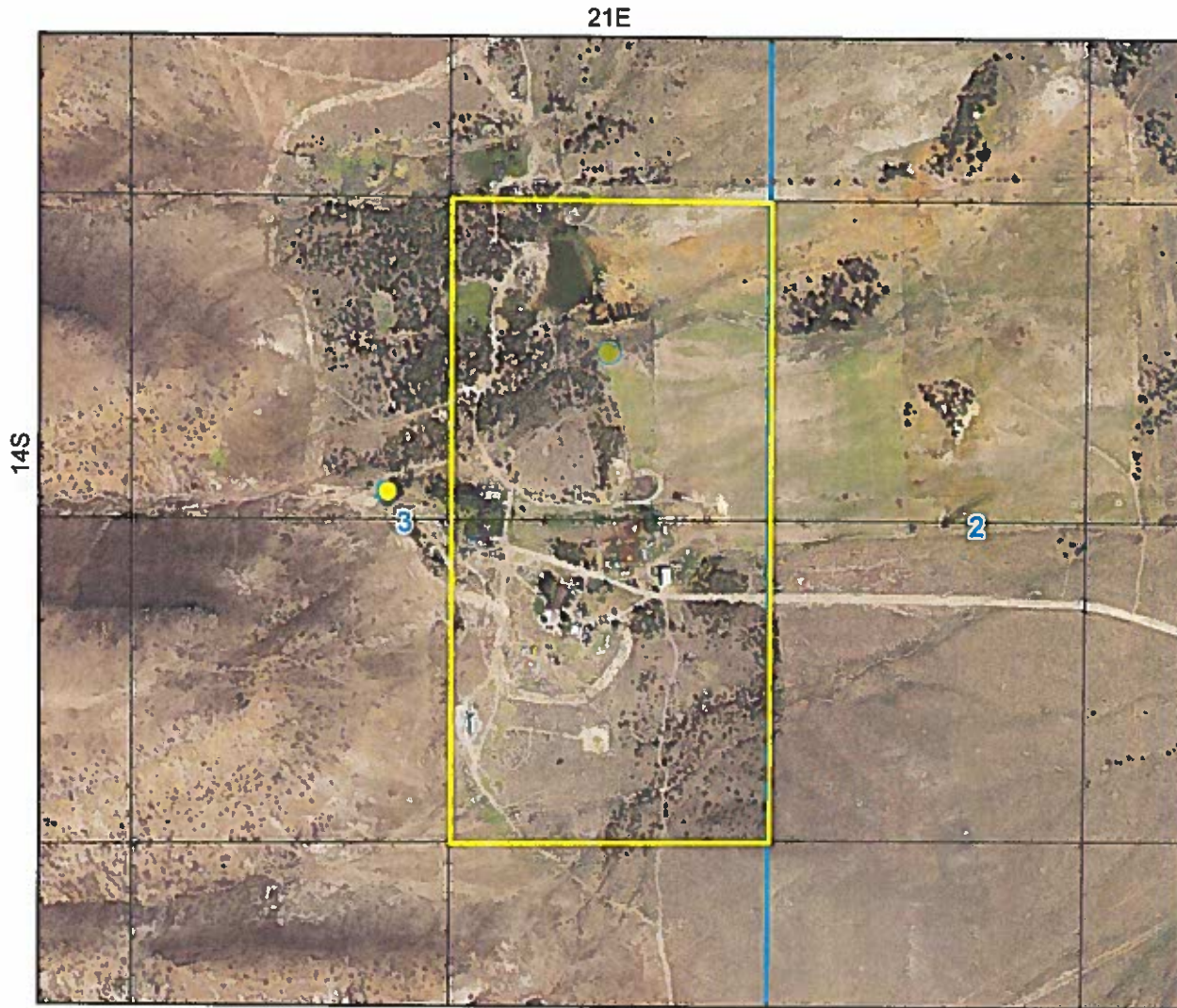
Herman E. Bedke
Notary Public for Idaho
Residing at Burley, Idaho

State of Idaho
Department of Water Resources

Water Right
45-4159

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



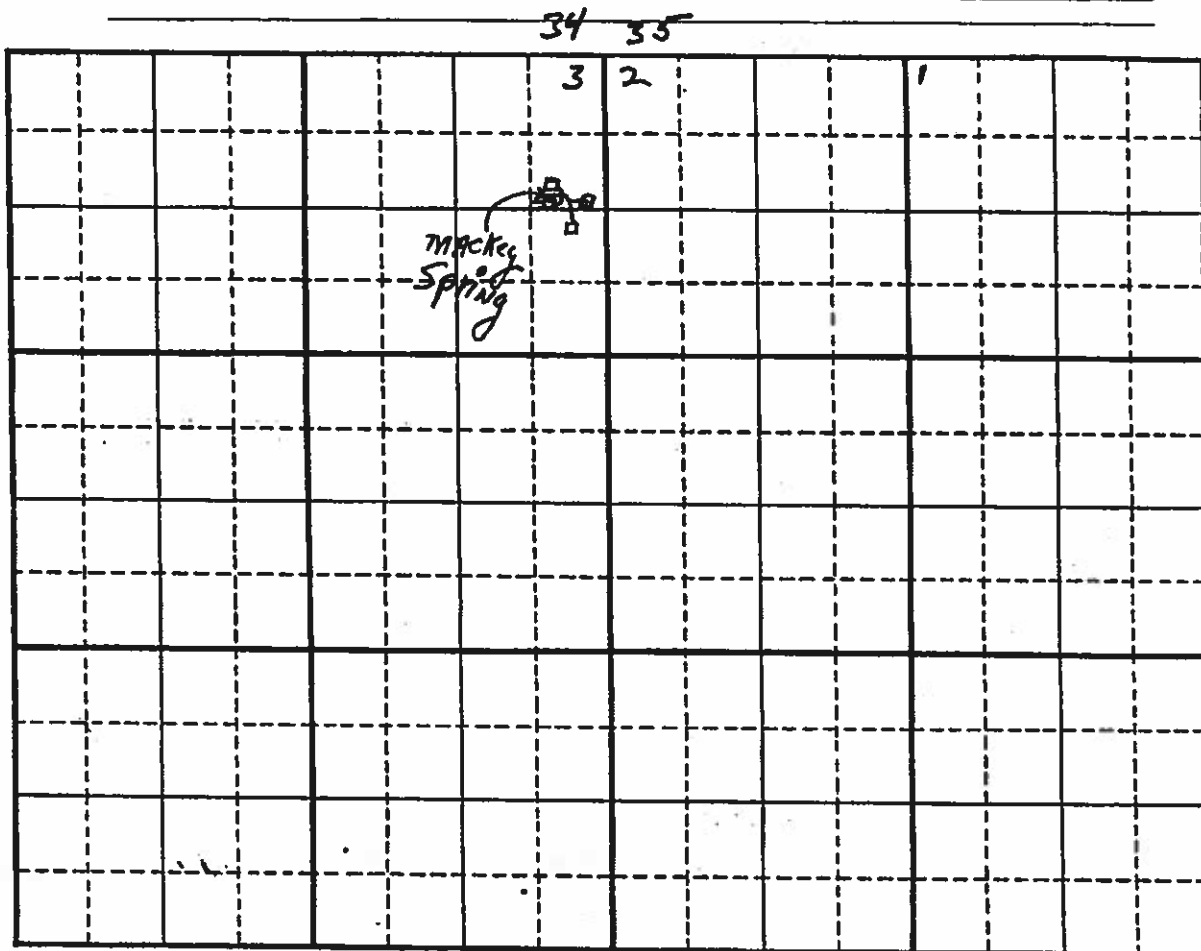
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.075 0.15 0.3 Miles



(7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks Mackey Spring Located SE 1/4, NE 1/4 Sec 3
T14S R21 E3M, CASSIA COUNTY,



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of Cassia

ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 6 day of January

19 83.

Ronald D. Mullen
(Claimant)
John Short
Notary Public
Residing at 214 W. 2nd St.

My commission expires 3-2-83

FOR DEPARTMENT USE ONLY

Received by [Signature] Date 1/1/83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by [Signature] Date 1-12-83
\$30.00 fee received by [Signature] Date 1/1/83 # 23921
Published in [Signature]
Date 1/24/83



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 26, 2017

JAMES MULLEN
KAREN MULLEN
920 W 2000 S
OAKLEY ID 83346

RE: Change of Ownership for Water Right Nos. 45-4159

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

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

Sincerely,

Trish Fawcett
Technical Records Specialist

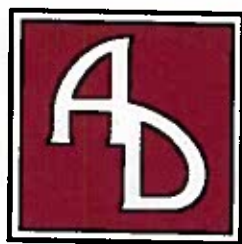
Enclosure(s)

Cc: Matthew Darrington, Anthon Darrington PLLC

RECEIVED

MAY 22 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION



Anthon
Darrington
PLLC

PO BOX 536
601 7TH STREET
RUPERT, ID 83350
TELEPHONE: 208.260.5280
TELECOPIER: 208.260.5281

17 May 2017

IDWR SOUTHERN REGION
650 Addison Ave W, Suite 500
Twin Falls, ID 83301-5858
(208) 736-3033

RE: Water Right Numbers: 45-4128; 45-4127; and 45-4159 Mackey Spring

To Whom It May Concern:

Enclosed please find a *Change in Address* to be filed on behalf of James Mullen who is the Water Master of the Oakley Canal Company, but these Water Rights 45-4128 and 45-4127 are James and Karen Mullen's Water Rights as husband and wife. See the attached contract for further evidence. Please make the correction of name as well as the address change to 920 W 2000 S, Oakley, ID 83346.

Also enclosed is the *Notice of Change in Water Right Ownership* on 45-4159 Mackey Spring as referenced in the Warranty Deed 160652 from Edyth V Mullen, and Leonard H. Mullen to James and Karen Mullen. Also included is the Mackey Spring Plat map done in 1983 and an aerial map with the correct location of the Mackey Spring if your website map could please be updated to reflect the correct location of Point of Diversion. Finally included is our firm's check for \$25.00 as the filing fee for this transfer.

Thank you for your courtesies extended in this matter. If you have any further questions feel free to contact me.

Regards,

ANTHON DARRINGTON PLLC

Matthew C Darrington

MCD/bp
encs