

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 22 2015

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. 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?
7673 > 13-7673	Yes ☒	Yes ☐		Yes ☐	Yes ☐
7675 > 13-7675	Yes ☒	Yes ☐		Yes ☐	Yes ☐
7671 > 13-7671	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Max T. Nichols
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Gem Valley Land & Livestock, LC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 12474 W. Ginger Creek Drive Boise ID 83713
Mailing address City State ZIP
- 208-378-9625 kevin@acclma.com
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: 25 Jun 2014 (deed recorded 2 Jul 2014)
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: *Kevin J. Henderson* Member 21 April 2015
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by *JB* Date 4/22/2015 Receipt No. E040931 Receipt Amt. \$300.-

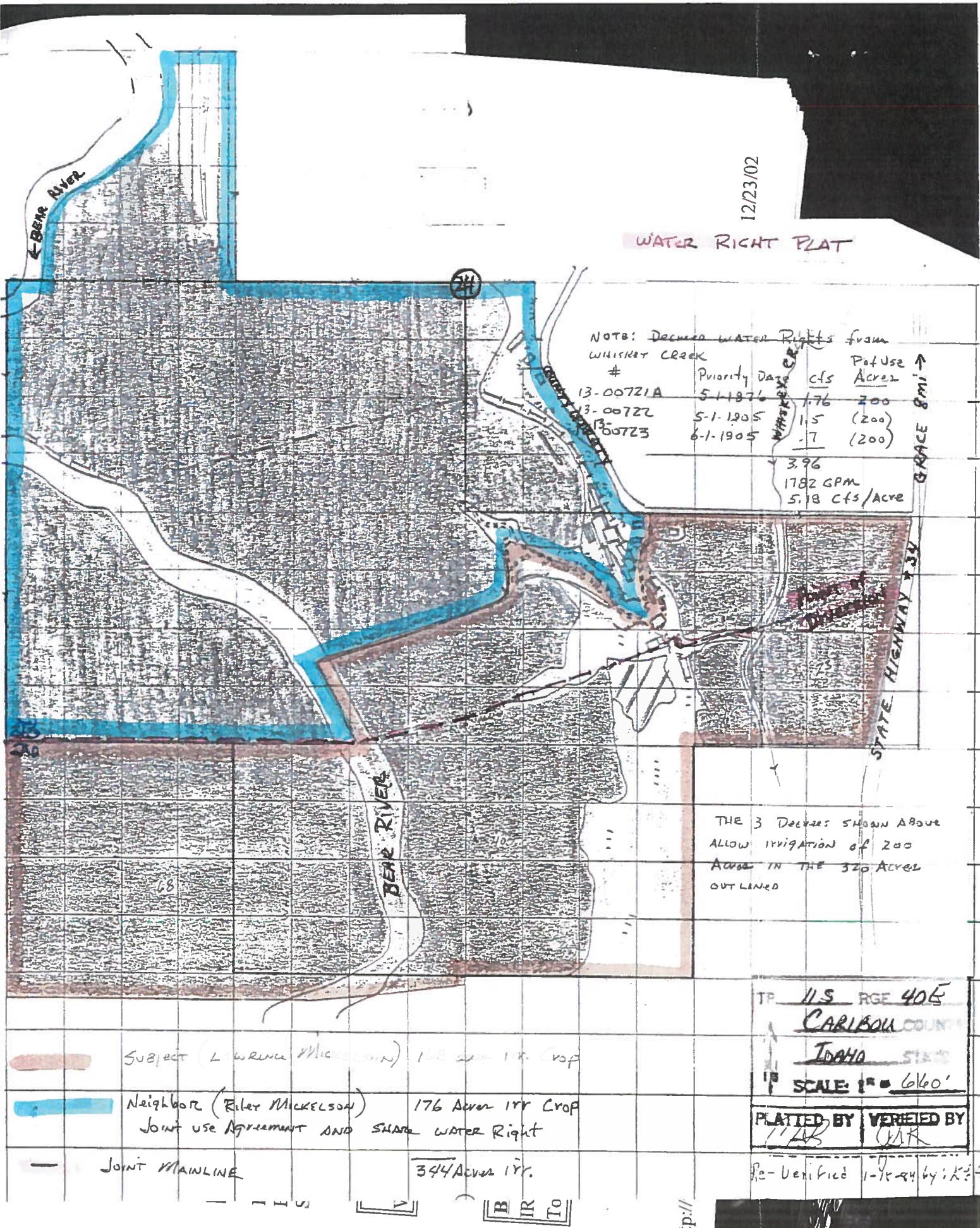
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by *JB* Processed by *JB* Date 4/23/2015

APR 22 2015

12/23/02

WATER RIGHT PLAT



NOTE: Deeded Water Rights from WHISKEY CREEK

#	Priority Date	cfs	Pot Use Acres
13-00721A	5-1-1876	1.76	200
13-00722	5-1-1905	1.5	(200)
13-00723	6-1-1905	.7	(200)
		3.96	
		1782 GPM	
		5.18 cfs/acre	

GRACE 8mi ↑

STATE HIGHWAY 34

THE 3 DEEDS SHOWN ABOVE
ALLOW IRRIGATION OF 200
ACRES IN THE 320 ACRES
OUTLINED

TP. 11S RGE 40E
CARIBOU COUNTY
IDAHO
SCALE: 1" = 6600'
PLATTED BY: [Signature]
VERIFIED BY: [Signature]

SUBJECT (Lawrence Mickelson) 168 Acre 1 yr. Crop

Neighbor (Riley Mickelson) 176 Acre 1 yr Crop
JOINT USE AGREEMENT AND SHARE WATER RIGHT

JOINT MAINLINE 344 Acre 1 yr.

http://

Instrument # 173823

2005-07-28

02:35:37 No. of Pages: 1

Recorded for : ALLIANCE TITLE

CARIBOU COUNTY CLERK

Ex-Officio Recorder Deputy

Index to WARRANTY DEED

Fee: 3.00

J. Wolf

WARRANTY DEED

Order No.: 3080540126

FOR VALUE RECEIVED

Max T Nichols and Teri Nichols, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Antone R. Mickelson, a married man

whose current address is

712 South 58th Ave
Yakima, WA 98908

the grantee(s), the following described premises, in Caribou County, Idaho, TO WIT:

A parcel of land located in Section 25 of Township 11 South, Range 40 East of the Boise Meridian, Caribou County, Idaho, and further described as follows:

Beginning at the Northwest corner of said Section 25;

Thence South 1452 feet along the West line of said Section 25;

Thence East 2250 feet more or less (1752 feet by record) to the centerline of the Bear River;

Thence meandering along the said centerline Northerly to the intersection with the North line of said Section 25;

Thence West 2000 feet more or less to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-22-05

Max T. Nichols

Max T. Nichols

Teri L. Nichols

Teri Nichols

State of Idaho

County of

Caribou

ss.

On this 22nd day of July, in the year 2005, before me, a Notary Public in and for said state, personally appeared Max T. Nichols and Teri Nichols, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Instrument # 193803

CARIBOU COUNTY

7-2-2014 02:59:27 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE COMPANY

VEDA MASCARENAS Fee: 13.00

Ex-Officio Recorder Deputy

Index to WARRANTY DEED

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
241 S Main Street Suite 3
Soda Springs, ID 83276

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **504940 (ch)**

Date: **June 25, 2014**

For Value Received, **Antone R. Mickelson, a married man, as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Gem Valley Land & Livestock, L.C., a Limited Liability Company**, hereinafter called the Grantee, whose current address is **12474 West Ginger Creek Dr., Boise, Idaho 83713**, the following described premises, situated in **Caribou County, Idaho**, to-wit:

Caribou County, Idaho:

A parcel of land located in Section 25 of Township 11 South, Range 40 East of the Boise Meridian, Caribou County, Idaho, and further described as follows:

**Beginning at the Northwest corner of said Section 25;
Thence South 1452 feet along the West line of said Section 25;
Thence East 2250 feet, more or less (1752 feet by record) to the centerline of the Bear River;
Thence meandering along the said centerline Northerly to the intersection with the North line of said Section 25;
Thence West 2000 feet, more or less,
to the Point of Beginning.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/25/2014

Warranty Deed
- continued

File No.: 504940 (ch)


Antone R. Mickelson

ALLISON M. MILLER
Notary Public
State of Washington
MY COMMISSION EXPIRES
October 19, 2016

STATE OF Washington)
SS.
COUNTY OF Yakima)

On this 28 day of June, 2014, before me, a Notary Public in and for said State, personally appeared **Antone R. Mickelson**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public of the State of Washington
Residing at: Yakima
Commission Expires: Oct 19, 2016