

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 05 2014

WATER RESOURCES
WESTERN 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?
PD 79-04070	Yes ☐		Yes ☐		Yes ☐
PD 79-04069	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael W. Merkleley Carolyn J. Merkleley Divorced
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael W. Merkleley Leslie C. Lewis (wife)
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

P.O. Box 394, 275 COW CR. RD Lucile Id 83542
Mailing address City State ZIP

208 628 3635
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: 1900 SPR 1901 IRRIGATION as per Id. CO. RECORDS

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.

SUPPORT DATA

IN FILE # 79-4069

Michael W. Merkleley +
Leslie C. Lewis
TRUST (see attached copy)

8. Signature: Michael W. Merkleley Husband 5-1-2014
Signature of new owner/claimant Title, if applicable Date
- Signature: Leslie C. Lewis wife 5-1-2014
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by C. Nute Date 5/5/14 Receipt No. W042078 + W042079 Receipt Amt. 25
Approved by [Signature] Processed by BBB Date 9/9/14

494169

Instrument # 494169

IDAHO COUNTY, IDAHO,

4-7-2014 03:03:28 No. of Pages: 3

Recorded for : JENNEANE MUSEGADES

KATHY M. ACKERMAN

Fee: 16.00

Ex-Officio Recorder Deputy

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the Grantor, MICHAEL W. MERKLEY and LESLIE C. LEWIS, husband and wife, whose address is PO Box 394, Cow Creek Road, Lucille, ID 83542;

for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby convey, release, remise and forever quitclaim to

MICHAEL W. MERKLEY and LESLIE C. LEWIS, as Trustee under TRUST AGREEMENT OF MICHAEL W. MERKLEY and LESLIE C. LEWIS dated April 7, 2014, whose current address is PO Box 394, Cow Creek Road, Lucille, ID 83542, as GRANTEE, all the following described real estate situated in the County of Idaho and State of Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

To have and to hold the said premises with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to the said Trustee to improve, manage and protect the subject premise or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration to convey said premises or any part thereof to a successor in trust and to grant to such successor in trust all of the title, estate powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage or otherwise encumber said property or any part thereof, to lease said property, or any part thereof, from time to time, and to renew or extend any such leases upon any terms and for any periods of time, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements of any kind, and to deal with said property and every part thereof in all ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, at any time or times hereafter.

In no case shall any part dealing with said Trustee in relations to said premises be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of the Trust have been complied with.

Every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this indenture and by said trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance

with said trust Agreement and any amendments thereto, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument. The interests of each and every beneficiary hereunder and all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto set their hands and seal this 7 day of April, 2014.

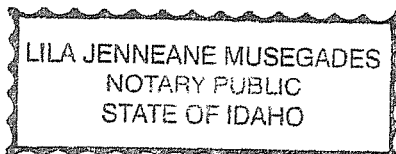
Michael W. Merkley
MICHAEL W. MERKLEY

Leslie C. Lewis
LESLIE C. LEWIS

STATE OF IDAHO)
) SS.
COUNTY OF IDAHO)

On this 7 day of April, 2014, before me, a Notary for the said County and State, personally appeared MICHAEL W. MERKLEY and LESLIE C. LEWIS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they freely executed the same and that the statements therein contained are true.

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



Lila Jenneane Musegades
Notary Public, in and for the
State of Idaho, residing at
Grangeville therein.
My Commission Expires: May 14, 2019

Future tax statements to:
Mr. and Ms. Michael Merkley
PO Box 394
Lucille, ID 83542

Prepared by:
Lila Jenneane Musegades
Attorney at Law
300 W. Main Ste 204
Grangeville, ID 83530

EXHIBIT A

Parcel 1:

T25N R1E SEC 3 5.00 AC
E 147' OF LOT 3 N OF COW CREEK ROAD ROW

Parcel Number: RP 25N01E032401 A

Parcel 2:

T25N R1E SEC 3 5.78 AC
TAX # 29

Parcel Number: RP 25N01E032042 A

TAX # 29:

Township Twenty-five (25) North, Range One (1) E.B.M. Section Three (3)
Part of Lot Three (3), described as: Beginning at a 24" dbh English
Walnut Tree on the Northerly line of a county road, from which tree the
Southeast (SE) corner of said Lot Three (3) bears South 10°45' East 804
feet
thence North 523 feet to a steel fence post
thence South 86°West 787 feet to a 3/4"X36" iron pipe
thence South 190.5 feet to a 5/8" X 30" rebar with cap marked "1976 Cor
No. 6 S700" set on the Northerly line of said road
thence South 70° East 838 feet following said Northerly line to the place
of beginning, together with all mineral, timber and water rights.

Approx 6.40 Acres

Borrower Merkley, Michael

Property Address 9 Cow Creek Road

City Lucille

Lender/Client ditech.com

County

Idaho

State

ID

Zip Code

83542

Address 3200 Park Center Dr. #150 Costa Mesa, CA 92626

INSTRUMENT No.

401482

QUITCLAIM DEED

For Value Received

Michael Merkley does

COMPUTER	1
INDEXED	1
TRACTED	1
FILED	1
ASSIGNED	1

do hereby convey, release, remise and forever quit claim

unto Michael W. Merkley and Leslie G. Lewis, as joint tenants
PO BOX 394 Lucille ID 83542

the following described premises, to-wit:

Township Twenty-five (25) North, Range One (1) E.B.M.
Section Three (3): Part of Lot Three (3), described as:
Beginning at a 24" dbh English Walnut Tree on the North-
erly line of a county road, from which tree the Southeast
(SE) corner of said lot Three (3) bears South 10° 45' East 804 feet;
thence North 523 feet to a steel fence post; thence South
86° West 787 feet to a 3/4" x 36" iron pipe;
thence South 190.5 feet to a 5/8" x 30" rebar with cap
marked "1976 COR.NO.6 S700" set on the Northerly line
of said road;
thence South 70° East 838 feet following said Northerly
line to the place of the beginning; together with all
mineral, timber, and water rights.

together with their appurtenances.

Dated: August 17, 1998

Michael Merkley

STATE OF IDAHO, COUNTY OF

On this 18th day of August, 1998,
before me, a notary public in and for said State, personally
appeared *Michael Merkley*

Michael Merkley who name
known to me to be the person
executed the foregoing instrument, and acknowledged to
me that he executed the same.
Rose E. Gehring
Notary Public
Residing at *Chengerville*, Idaho
Comm. Expires *6-24-2000*

STATE OF IDAHO, COUNTY OF *Idaho*

I hereby certify that this instrument was filed for record at
the request of *Michael Merkley*
at 45 minutes past 2 o'clock P.M.
this 17 day of August
1998, in my office, and duly recorded in Book
of Deeds at page

ROSE E. GEHRING

Ex-Officio Recorder

By *Jandy Davis* Deputy.

Fees \$ 3.00

Mail to: *see above*

Printed and for sale by Green-York Company, Boise

100-1 Quitclaim Deed (IDA)

COMPUTER
INDEXED
TRACTED
FILMED
ANSWERS

390652

QUITCLAIM DEED

FOR VALUE RECEIVED, BEN MERKLEY, ^{Michael} does hereby convey, release, remise and forever quitclaim unto ~~MIKE~~ MERKLEY, all of his right, title and interest in and to the following described property located in Idaho County, Idaho, to-wit:

Township Twenty-five (25) North, Range One (1) E.B.M. Section Three (3): Part of Lot Three (3), described as: Beginning at a 24" dbh English Walnut Tree on the Northerly line of a county road, from which tree the Southeast (SE) corner of said Lot Three (3) bears South 10°45' East 804 feet; thence North 523 feet to a steel fence post; thence South 86° West 787 feet to a 3/4" x 36" iron pipe; thence South 190.5 feet to a 5/8" x 30" rebar with cap marked "1976 COR. NO. 6 S700" set on the Northerly line of said road; thence South 70° East 838 feet following said Northerly line to the place of beginning, together with all mineral, timber, and water rights,

together with its appurtenances.

DATED this 5 day of December, 1996.

BEN MERKLEY
BEN MERKLEY

STATE OF IDAHO

ss.

County of IDAHO)

On this 5 day of December, 1996, before me, the undersigned a Notary Public in and for said state, personally appeared BEN MERKLEY, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

STATE OF IDAHO
County of Idaho ss.
Recorded at request of
CAMAS TITLE
at 35 minutes past 2 o'clock P.M.
the 16 day of Dec 19 96
By ROSE E. GEHRING
Deputy
MAIL DEED TO: Sandy Yama
MIKE MERKLEY \$ 3.06

Notary Public in and for the State of Idaho; Residing at Grangeville, therein. My commission expires: 2/19/97

MAIL TAX NOTICES TO:

MIKE MERKLEY

9 Cow CR Rd

Lucile, ID 83542

QUITCLAIM DEED

378162

QUITCLAIM DEED

COMPUTER
INDEXED
TRACED
FILMED
ABR22606

FOR VALUE RECEIVED, CAROLYN J. MERKLEY, now known as Carolyn J. Beck, a single person, formerly married to MICHAEL W. MERKLEY, hereinafter referred to as Party of the First Part, does hereby transfer, convey, assign and quitclaim unto BEN MERKLEY a single person, Party of the Second Party, whose address is _____, all her, right, title, and interest in and to the following described real property located in Idaho County, Idaho:

A tract of land located in a portion of Lot Three (3), of Section Three (3) of Township 25 North, Range One (1) East of the Boise Meridian, being described as follows:

Beginning at a 24" diameter at breast height English Walnut Tree located on the northerly line of a county road, from which tree the Southeast corner of said Lot Three (3) bears South 10° 45' East, 804 feet; thence North 523 feet to a steel fence post; thence South 86° West, 787 feet to a 3/4" x 36" iron pipe; thence South 190.5 feet to a 5/8" x 30" rebar with cap marked "1976 COR. NO. 6 S700" set on the northerly line of said road; thence South 70° East, 838 feet following said northerly line to the place of beginning, together with all mineral, timber and water rights, easements of records, and existing easements.

IN WITNESS WHEREOF, the Parties of the First Part has hereunto set her hand this 14th day of November, 1994.

Carolyn J. Merkley
CAROLYN J. MERKLEY, now known
as Carolyn J. Beck

STATE OF IDAHO)
County of Idaho) ss.

On this 14th day of November, 1994, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared CAROLYN J. MERKLEY, now known as Carolyn J. Beck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

Dale L. Luplow
Notary Public for the State of
Idaho, residing at Grangeville,
Idaho.

My Commission Expires: 10/22/98

Prepared by:
Dale L. Luplow
Attorney at Law
P.O. Box 241
Grangeville, Idaho 83530
(208) 983-2111

STATE of IDAHO	
County of Idaho ss.	
Recorded in Book of _____	
IDAHO COUNTY REC-60	
at 40 minutes	of 10 o'clock
the 14 day of	January, 1995
JOSEPH G. GILBERT	
Duty	

QUIT CLAIM DEED

FILED

AT 2:00 O'CLOCK A M

NOV 18 1994

ROSE E. GEHRING
Clerk of District Court*Debra Zimmerman*
DeputyIN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF IDAHO

CAROLYN J. MERKLEY,

Plaintiff,

vs.

MICHAEL W. MERKLEY,

Defendant.

Case No. CV 28954

DIVORCE DECREE

The parties were married on September 27, 1969, and have been husband and wife ever since. They have two adult children.

This matter was tried on November 9, 1994. Both parties were present and represented by counsel. In addition to their testimony, the parties submitted to the court a contract concerning the resolution of some of their differences (Attachment 1, hereto).

Based upon the parties' testimony and their contract of November 9, 1994, the court makes the following findings of fact and conclusions of law.

The plaintiff has worked some during the marriage, but was mostly a housewife. The defendant has been employed by the United States Forest Service. While both of their children are adults the defendant still helps the parties' daughter financially. He pays some of her college expenses and pays her \$100.00 per month

378003

COMPUTED ☒
 INDEXED ☒
 TRACED ☒
 FILMED ☒
 ASSASSIN ☒

QUITCLAIM DEED

FOR VALUE RECEIVED, MICHAEL MERKLEY, a single person, does hereby convey, release, remise and forever quitclaim unto BEN MERKLEY, a single person, part of the second part, one-half of his right, title and interest in and to the following described property located in Idaho County, Idaho, to-wit:

Township Twenty-five (25) North, Range One (1) E.B.M. Section Three (3): Part of Lot Three (3), described as: Beginning at a 24" dbh English Walnut Tree on the Northerly line of a county road, from which tree the Southeast (SE) corner of said Lot Three (3) bears South 10°45' East 804 feet; thence North 523 feet to a steel fence post; thence South 86° West 787 feet to a 3/4" x 36" iron pipe; thence South 190.5 feet to a 5/8" x 30" rebar with cap marked "1976 COR. NO. 6 S700" set on the Northerly line of said road; thence South 70° East 838 feet following said Northerly line to the place of beginning, together with all mineral, timber, and water rights.

RESERVING, HOWEVER,

The right for the parties of the first part, Grantors, to move livestock through the now existing corral located on the hereinbefore described property, for ingress and egress, to the adjacent property, such right, however, is provided to the Grantors hereunder and to Robert Sewell and Kathryn Sewell, and to their heirs, but such right shall be terminated if the said adjoining property is ever sold to other than the said Robert Sewell and Kathryn Sewell,

together with its appurtenances.

DATED this 30th day of December, 1994.

Michael Merkley
 MICHAEL MERKLEY

STATE of IDAHO	SE
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at 3:55 minutes past 2 o'clock P.M.	
this 30 day of Dec, 1994	
ROSE E GEHRING	Recorder
By <i>Caree Walden</i>	Deputy
RECEIVED \$ 6.00	

QUITCLAIM DEED

(Use typewriter and/or black ink)

Vital Statistics
Statehouse
Boise, Idaho 83720

STATE OF IDAHO

County File No. 414

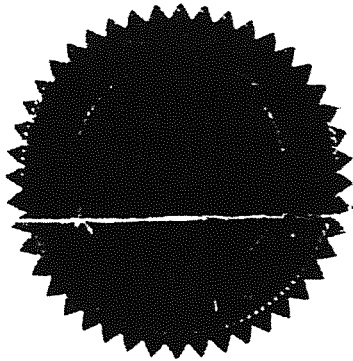
County of Idaho

Marriage License

KNOW ALL PERSONS BY THIS CERTIFICATE: That any regularly ordained minister of the Gospel, authorized by the rites and usages of the church or denomination of Christians, Hebrews, or religious body of which said minister is a member, or any judge or magistrate, or competent officer to whom this may come, not knowing of any lawful impediments thereto, is hereby authorized and empowered to solemnize the rites of Matrimony between:

GROOM
1. Name Michael Willard Merkley
2. Address Lucile Idaho Idaho
3. Age 50 Race White 5. Single 6. Widowed 7. Divorced X
8. Birthplace City Bisbee State Arizona

AND
BRIDE
9. Full Name Leslie Carol Lewis
10. Address Durango LaPlata Colorado
11. Age 49 12. Race White 13. Single 14. Widowed 15. Divorced X
16. Maiden Name if previously married Lewis
17. Birthplace: City Albuquerque State New Mexico



And to certify the same to said parties, or either of them under the signature and seal, of said minister or official capacity, and thereupon is required to deliver the original to the parties so married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal,
at Grangeville Idaho County, Idaho.
this 8th day of October, A.D. 19 97

Peter S. Deane
Recorder

Deputy

Marriage Certificate

I, Rev. Robert Korytkowski, a MINISTER
residing in the city of Grangeville, in the County of IDAHO, in the State of Idaho do certify
that, in accordance with the authority on me conferred by the above license, I did on this 11th day of OCTOBER
in the year A.D. 19 97 in the city of Grangeville in the County of IDAHO, in the State of Idaho,
solemnize the rites of matrimony between MICHAEL WILLARD MERKLEY of LUCILE
in the County of IDAHO, of the State of IDAHO
and LESLIE CAROL LEWIS of DURANGO, in the County of LAPLATA
of the State of COLORADO, in the presence of Peter S. Deane and DARLA J. LEWIS
WITNESS My Hand at the County aforesaid, this 11th day of OCTOBER, A.D. 19 97
In the presence of Peter S. Deane Official's Signature Rev. Robert A. Korytkowski
and Darla J. Lewis Mailing Address 402 NE 3rd St
Grangeville, ID 83530

(This copy for the Bride and Groom)

DL 63-07