

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

OCT 15 2013

DEPT. OF WATER RESOURCES
SOUTHERN 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?
36-13844	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Robert Miller
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ted H. Meikle and Becky Meikle
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|------------------------|--------------------|-----------|-------------------|
| <u>P. O. Box 52237</u> | <u>Idaho Falls</u> | <u>ID</u> | <u>83405-2237</u> |
| Mailing address | City | State | ZIP |
| <u>208-524-2244</u> | | | |
| 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: _____.
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.

8. Signature: [Signature] Title, if applicable _____ Date 6/7/13
Signature of new owner/claimant

Signature: [Signature] Title, if applicable _____ Date 6/7/13
Signature of new owner/claimant

For IDWR Office Use Only:

Received by AM Date 10-16-2013 Receipt No. S083581 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

WARRANTY DEED

Instrument # 2132667

JEROME COUNTY, JEROME, IDAHO

6-7-2013 01:46:24 No. of Pages: 3

Recorded for : LAND TITLE AND ESCROW

MICHELLE EMERSON

Fee: 16.00

Ex-Officio Recorder Deputy *Swanson*

For Value Received

Robert L. Miller, a single man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Ted H. Meikle and Becky Meikle, husband and wife as community property with right of survivorship

Address: P. O. Box 52237, Idaho Falls, ID 83405-2237

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:

**TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 14: That part of the N½SW¼, described as follows:

Beginning at the Southeast corner of said N½SW¼;

Thence Westerly along the South boundary of said N½SW¼ for a distance of 900.5 feet, which point is in the intersection of the Northeasterly boundary of State Highway 25;

Thence along the Northeasterly boundary of State Highway 25, which is a 30' curve, left for a distance of 558.5 feet to a point where the Northeasterly boundary of State Highway intersects the center line of "J" Coulee;

Thence along the centerline of said "J" Coulee the following distances and courses:

North 55°54' East for a distance of 40.78 feet;

Thence South 70°08' East a distance of 128.09 feet;

Thence North 69°16' East a distance of 172.0 feet;

Thence South 60°24' East a distance of 106.09 feet;

Thence North 12°51' East a distance of 72.23 feet;

Thence North 11°00' West a distance of 63.19 feet;

Thence North 14°42' East a distance of 120.46 feet;

Thence North 80°29' East a distance of 133.24 feet;

Thence South 66°57' East a distance of 75.45 feet;

Thence South 82°33' East a distance of 130.89 feet;

Thence North 37°59' East a distance of 44.41 feet, at which point the "J" Coulee intersects the South boundary line of the U.P. Railroad right of way;

Thence Southeasterly along the South boundary of said U.P.R.R. right of way for a distance of 674.2 feet to the East boundary line of said N½SW¼ of Section 14;

Thence South along the East boundary of said N½SW¼ for a distance of 191.0 feet to THE POINT OF BEGINNING.

EXCEPT a parcel of land being on the Northeasterly side of the centerline of Interstate 80N, Project No. I-80N3-(11)164 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the N½SW¼ of Section 14, Township 8 South, Range 16, East Boise Meridian, described as follows, to-wit:

Beginning at the Southeast corner of said N½SW¼;
Thence Westerly along the South boundary of said N½SW¼, a distance of 900.5 feet, which point is the intersection of the Northeasterly boundary of existing State Highway 25;
Thence along the Northeasterly boundary of said highway, which is 0°30' curve left for a distance of 558.5 feet to a point where the Northeasterly boundary of said highway intersects the centerline of "J" Coulee as follows:
North 55°54' East, 40.78 feet; South 70°08' East, 58.0 feet, more or less, to a point in a line parallel with and 50.0 feet Northeasterly from the Northeasterly boundary of said existing State Highway 25;
Thence Southeasterly leaving the centerline of said "J" Coulee along said parallel line 470.0 feet, more or less, to a point in a line parallel with and 50.0 feet Northerly from the South boundary of said N½SW¼;
Thence Easterly along said last parallel line 900.0 feet, more or less, to a point in the East of said N½SW¼;
Thence Southerly along said East line 50.0 feet, more or less, to THE TRUE POINT OF BEGINNING

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2013 and subsequent years, a lien, but not yet due or payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Right of Way for "J" Coulee of the North Side Canal Company.

Easement contained in Right of Way Deed given by Frank McVey and Ruth McVey, husband and wife, to the State of Idaho, dated September 23, 1953, recorded October 15, 1953 in Book 153 Page 225 as Instrument Number 120344, Jerome County records.

Power Line Easement given by John L. Thompson and Bessie A. Thompson, husband and wife, to Idaho Power Company, a corporation, dated December 1, 1958, recorded March 21, 1959 in Book 3 Page 52 as Instrument Number 138686, Jerome County records, affecting the Southeast corner of the N½SW¼ of Section 14, Township 8 South, Range 16, East Boise Meridian.

Terms and conditions as set forth in Right of First Refusal between Robert L. Miller ("Grantor") and J R Zukin Corp, dba Meadow Outdoor Advertising, a California corporation, as to the right to license, lease or obtain an easement from the Grantor together with the right to construct, install and maintain off premises billboard advertising signs on the property, dated March 1, 2004, recorded March 5, 2004 as Instrument Number 2041245, Jerome County records.

Terms and conditions as set forth in Supplemental Final Order and Judgment in Re: AT&T Fiber Optic Cable Installation Litigation as to a 16½ foot wide easement for tele communications purposes, dated May 18, 2007, recorded September 17, 2007 as Instrument Number 2075657, Jerome County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 9.47 shares of capital stock in North Side Canal Company, Ltd. and water right no. 36-13844.

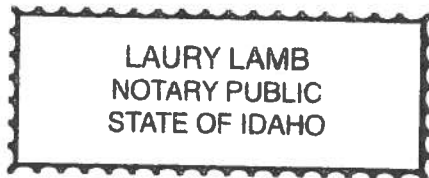
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 4, 2013

Robert L. Miller
Robert L. Miller

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 4th day of **June, 2013**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert L. Miller**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Laury Lamb
Notary Public
Residing at: Jerome
My Commission expires: 4/27/2016