

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 13 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?
37-11042	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

- | | | | |
|------------------------------|--|---|-----------|
| 2. Previous Owner's Name: | | Bernice Sweat and Eugene L. Sweat | |
| | | Name of current water right holder/claimant | |
| 3. New Owner(s)/Claimant(s): | | Cody L. Mecham and Sara A. Mecham | |
| | | New owner(s) as listed on the conveyance document | |
| 322 N. Main Ext. | | Carey | ID 83320 |
| Mailing address | | 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: August, 2013

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: Cody McLean Title, if applicable: _____ Date: 8-8-13
Signature of new owner/claimant
Signature: Kris Mescham Title, if applicable: _____ Date: 8/8/13
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 8.13.2013 Receipt No. S033466 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____



WARRANTY DEED

#EC-573

SVT # 1327205

For Value Received

LeRoy Lee and Diana L. Lee, husband and wife

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

Cody L. Mecham and Sara A. Mecham, husband and wife, as community property with rights of survivorship

Address: 322 N Main Street, Carey, ID 83320

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

See Attached Exhibit A

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 50 acre/feet of new reservoir water within the Little Wood River Reservoir.

SUBJECT TO:

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

Accruing taxes, levies and assessments; easements and rights of way of record if any.

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.

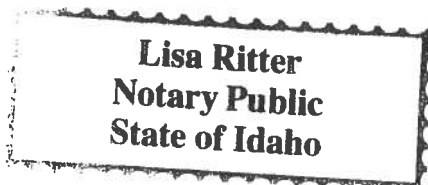
Dated: August 8, 2013

LeRoy Lee
LeRoy Lee

Diana L. Lee
Diana L. Lee

STATE OF IDAHO)
COUNTY OF Groveland) ss.)

On this 8 day of August, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **LeRoy Lee and Diana L. Lee**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing at: Groveland, ID
My Commission expires: 10/8/16

Instrument # 611891

HAILEY, BLAINE, IDAHO
08-12-2013 10:23:10 AM No. of Pages: 2
Recorded for: LAND TITLE AND ESCROW, INC. - GOODIN
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

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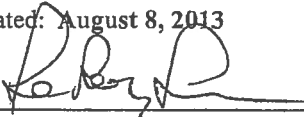
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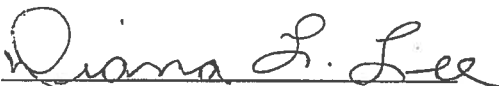
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Dated: August 8, 2013



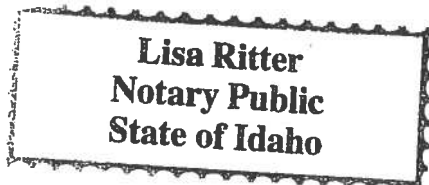
LeRoy Lee

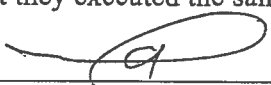


Diana L. Lee

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COUNTY OF Gooding) ss.)

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Notary Public
Residing at: Gooding, ID
My Commission expires: 10/8/16

EXHIBIT "A"

TOWNSHIP 1 SOUTH RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 22: A section of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the South one quarter (S $\frac{1}{4}$) corner of said SECTION 22, from which the Southeast corner of said SECTION 22 bears South 89°51'44" East 2,691.05 feet, thence North 00°01'01" West along the West boundary of the SE $\frac{1}{4}$ of said SECTION 22 for a distance of 1,335.68 feet to the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said SECTION 22 and being the TRUE POINT OF BEGINNING.

North 00°01'01" West along the West boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 390.65 feet; thence
South 86°40'10" East for a distance of 117.23 feet; thence
North 00°01'01" West for a distance of 352.73 feet; thence
North 58°49'03" West for a distance of 21.09 feet; thence
North 72°58'46" West for a distance of 103.53 feet to a point on the West boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence
North 00°01'01" West along the West boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 557.89 feet to the Northwest corner of the SE $\frac{1}{4}$ of said SECTION 22; thence
North 89°58'12" East along the North boundary of said SE $\frac{1}{4}$ for a distance of 1,330.59 feet to the Northeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence
South 00°20'12" East along the East boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 702.15 feet to a point on the Northwesterly Right-of-Way boundary of Highway U.S. 93; thence
South 40°01'22" West along the Northwesterly Right-of-Way boundary of Highway U.S. 93 for a distance of 829.21 feet to a point on the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence
North 89°56'44" West along the South boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 801.07 feet to the TRUE POINT OF BEGINNING.

Also known as Tax Lot 7712