

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 05 2013

WATER RESOURCES
WESTERN REGION

DEV

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.

	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD	55-10085	Yes ☐		Yes ☐		Yes ☐
PD	55-10086	Yes ☐		Yes ☐		Yes ☐
PD	55-2001	Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Hazel Hanley
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael F Hanley IV
Name of each new owner as listed on the conveyance document

LINDA HANLEY
New owner continued ☐ and ☐ or ☐ and/or

P.O. Box 271
Mailing address

Jordan Valley OR 97910
City State ZIP

541-586-2216 linda.hanley@yahoo.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: 1905, 1874, 1902

6. 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 # 55-2001

7. Signature: [Signature] Title, if applicable _____ Date 9/16/2013
Signature of new owner/claimant

Signature: [Signature] Title, if applicable _____ Date 8/15/2013
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JA Date 8/6/2013 Receipt No. W041410 Receipt Amt. \$75.00
Approved by RS Processed by JA Date 8/17/13

201105547
AFTER RECORDING RETURN TO:
Malheur County Title
81 So. Oregon St
Ontario, OR 97914

Instrument # 275829
MURPHY, OWYHEE, IDAHO
2011-10-21 03:18:30 No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWYHEE
CHARLOTTE SHERBURN Fee \$13.00
Ex-Officio Recorder Deputy map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

Rerecorded to correct Scriveners' error

Electronically Recorded- DO NOT
Remove the County Stamped First
Page as it is now incorporated as
Part of the original Document.

WARRANTY DEED

For value received, MICHAEL F. HANLEY IV and LINDA LEE HANLEY, husband and wife, the Grantors, hereby grant, bargain, sell, and convey unto MICHAEL F. HANLEY, IV and LINDA LEE HANLEY, husband and wife as an estate in community property with right of survivorship, whose current address is P.O. Box 271, Jordan Valley, OR 97910, the Grantees, the following described premises in Owyhee County, Idaho, to-wit:

"SEE ATTACHED EXHIBIT "A"

To have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant to and with the said Grantees that they are the owners in fee simple of the said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: Oct 18, 2011.

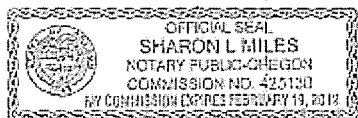
ELECTRONICALLY SIGNED
By: Pioneer Title Company, Inc. 10/18/11
Instrument # 275829
Date: 10/18/11 Time: 4:47:33 PM
Crazy, Owyhee, Idaho

GRANTORS:

Michael F. Hanley IV
Michael F. Hanley, IV
Linda Lee Hanley
Linda Lee Hanley

STATE OF OREGON)
) ss.
County of Malheur)

On this 18th day of October, 2011, before me, Sharon L. Miles a
Notary Public, personally appeared Michael F. Hanley, IV and Linda Lee Hanley, known or
identified to me, to be the persons whose name they subscribed to the within instrument, and
acknowledged to me that they executed the same.



Sharon L. Miles
Notary Public for Oregon
Residing at: Ontario, OR
My Commission Expires: 2-19-12

EXHIBIT "A" TO WARRANTY DEED

In Township 10 South, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 7: Government Lot 4
Section 18: Government Lots 1, 2, and 3, AND the Southeast Quarter of the ~~Northeast~~ Northwest Quarter

Township 10 South, Range 6 West, Boise Meridian, Owyhee County, Idaho

Section 1: East Half of the Southwest Quarter, West Half of the Southeast Quarter
Section 12: East Half of the Southwest Quarter of the Northeast Quarter, East Half of the Northwest Quarter of the Southeast Quarter, East Half of the Southeast Quarter, Northeast Quarter of the Northwest Quarter, Northwest Quarter of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, East Half of the Southwest Quarter, West Half of the Southwest Quarter of the Northeast Quarter, West Half of the Northwest Quarter of the Southeast Quarter, Southwest Quarter of the Southeast Quarter
Section 13: Southwest Quarter of the Northeast Quarter, North Half of the Southeast Quarter, Southwest Quarter of the Southeast Quarter, East Half of the Southwest Quarter, Southwest Quarter of the Southwest Quarter, North Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter, East Half of the Northwest Quarter
Section 14: Southeast Quarter of the Southeast Quarter

TOGETHER WITH all appurtenances and all water rights associated therewith.

201105547
AFTER RECORDING RETURN TO:
Malheur County, Id.
El. No. Oregon 901
Ontario, OR 97914

Instrument # 275830
MURPHY, OWYHEE, IDAHO
2011-10-21 03:18:30 No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWYHEE
CHARLOTTE SHERBURN Fee: \$13.00
Ex-Office Recorder Deputy: map
Wfs to DEED WARRANTY
Electronically Recorded by Stripfile

Electronically Recorded- DO NOT
Remove the County Stamped First
Page as it is now incorporated as
Part of the Original Document.

WARRANTY DEED

For value received, HAZEL HANLEY PROPERTIES, LLC, an Oregon limited liability company, the Grantor, hereby grants, bargains, sells and conveys unto MICHAEL F. HANLEY, IV and LINDA LEE HANLEY, husband and wife as an estate in community property with right of survivorship, whose current address is P.O. Box 271, Jordan Valley, OR 97910, the Grantees, the following described premises in Owyhee County, Idaho, to-wit:

"SEE ATTACHED EXHIBIT "A"

To have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor hereby covenants to and with the said Grantees that it is the owner in fee simple of the said premises; that it is free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

Dated: OCT 18, 2011.

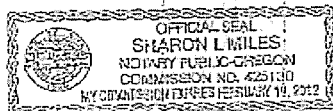
GRANTOR:

HAZEL HANLEY PROPERTIES, LLC

By: Michael F. Hanley, IV
Michael F. Hanley, IV, Member

STATE OF OREGON)
) ss.
County of Malheur)

On this 18th day of October, 2011, before me, Sharon L. Miles, a Notary Public, personally appeared Michael F. Hanley, IV, as Member of Hazel Hanley Properties, LLC, known or identified to me, to be the person whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.



Sharon L. Miles
Notary Public for Oregon
Residing at: Ontario OR
My Commission Expires: 2-19-12

275830

EXHIBIT "A" TO WARRANTY DEED

In Township 9 South, Range 5 West, Boise Meridian, Owyhee County, Idaho

Section 17: Southwest Quarter, South Half of the Northwest Quarter

Section 18: Government Lot 3, Southeast Quarter of the Northwest Quarter, East Half of the Southwest Quarter, Southeast Quarter, and the South Half of the Northeast Quarter.

TOGETHER WITH all appurtenances and all water rights associated therewith.

**Exhibit “B” – “Base Property” for USDI-BLM Grazing Preference for the Trout Springs
Allotment**

Fairylawn Property (approximately 1,260 acres)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and is effective this 1st day of August, 2013, by and between *Michael F. Hanley, IV. and Linda Lee Hanley, husband & wife, dba Hanley Ranch Partnership* ("Lessor"), mailing address being P.O. Box 271, Jordan Valley, Oregon 97910, and with physical address being 682 Yturri Boulevard, Jordan Valley, Oregon 97910, and *K. John Corrigan and M. Martha Corrigan, husband & wife* ("Lessee"), with mailing address being P.O. Box 844, Crane, Oregon 97732, and with physical address being 57043 Hwy. 78, Burns, Oregon 97720. Each may also be referred to herein as "Party" or "Parties".

Whereas, the Lessor owns a USDI-BLM Grazing Preference within the Hanley FFR Allotment (#0453), Owyhee Field Office, Boise District Office, Idaho, USDI-BLM, to the extent of 7 Animal Unit Months ("AUMs") of Permitted Use, of which 0 AUMs are Suspended Use and 7 AUMs are Active Use, to be annually used in accordance with a Grazing Permit issued under Authorization Number 1101414 (hereinafter referred to as "USDI-BLM Grazing Preference"). This Grazing Permit authorizes grazing use upon the public lands within the administrative boundary of the Hanley FFR Allotment.

Whereas, the Lessor also owns a USDI-BLM Grazing Preference within the Trout Springs Allotment (#0539), Owyhee Field Office, Boise District Office, Idaho, USDI-BLM, to the extent of 3,572 Animal Unit Months ("AUMs") of Permitted Use, of which 2,494 AUMs are Suspended Use and 1,078 AUMs are Active Use, to be annually used in accordance with a Grazing Permit issued under Authorization Number 1101414 (hereinafter referred to as "USDI-BLM Grazing Preference"). This Grazing Permit authorizes grazing use upon the public lands within the administrative boundary of the Trout Springs Allotment.

Whereas, the Lessor owns the "base property", commonly known as the "Vene Foster Property" (about 629 acres), to which the foregoing Hanley FFR USDI-BLM Grazing Preference is attached, as described in **Exhibit "A"**, attached hereto.

Whereas, the Lessor also owns the "base property", commonly known as the "Fairylawn Property" (about 1,260 acres), to which the foregoing Trout Springs USDI-BLM Grazing Preference is attached, as described in **Exhibit "B"**, attached hereto.

Whereas, the Lessor desires to lease said "base property" and to transfer the foregoing USDI-BLM Grazing Preferences, including the assignment of any associated public land range improvements, to the Lessee in accordance with this Lease Agreement.

Whereas, the Lessor desires to lease said "base property" to the Lessee in accordance with this Lease Agreement.

Whereas, the Lessee desires to lease said "base property" from Lessor in accordance with this Lease Agreement.

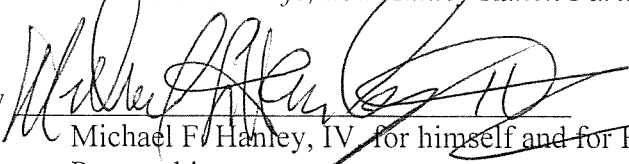
Now therefore, in consideration of the promises, covenants and conditions hereinafter set forth, it is agreed by and between the parties, as follows:

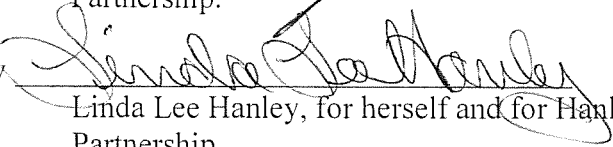
1. Lessor agrees to lease the foregoing "base property" to Lessee for the purpose of allowing the Lessee the requisite control of the "base property" to conform to applicable rules for the transfer/use of the USDI-BLM Grazing Preferences. The Lessor retains the ownership over the "base property" for other purposes not inconsistent with the stated purpose.
2. Lessor agrees to transfer the USDI-BLM Grazing Preferences and to assign any associated public land range improvements to the Lessee. Lessor and Lessee agree to cooperate to sign any necessary documents which the agency may request to effect the transfer and to issue a Grazing Permit to Lessee.
3. The term of this Agreement is from August 1, 2013 to February 28, 2024, unless extended by mutual written consent of both parties, or unless sooner terminated by either party for *any* reason.
4. No payments are required for the use of such "base property", except that Lessee agrees to the following:
 - (a) To pay all grazing fees to any applicable Federal Land Management Agency associated with any issued grazing authorization;
 - (b) To coordinate with any applicable Federal Land Management Agency as to any grazing authorizations and grazing activities;
 - (c) To manage livestock in accordance with the grazing authorizations issued by any applicable Federal Land Management Agency in accordance with applicable laws and in accordance with the customary ranching practices in Owyhee County, Idaho;
 - (d) To complete and to pay for the maintenance associated with any fences or water developments, as required by any applicable Federal Land Management Agency, in accordance with applicable laws and in accordance with the customary ranching practices in Owyhee County, Idaho;
 - (e) To conform to the rules and regulations the applicable Federal Land Management Agency, including any other applicable laws by any other applicable governmental unit;
 - (f) To pay any legal or consulting fees and costs associated with the use and protection of the "base property", as related to the limited purpose of this Lease Agreement; and
 - (g) To report to the Lessor any and all notices of non-compliance and decision-documents issued by any State or Federal Land Management Agency, as related to the Lessee's use of such "base property", including the USDI-BLM Grazing Preferences.

5. Lessee agrees to indemnify, to defend, or to hold the Lessor harmless from any claims arising from the Lessee's use of such "base property", including use of the USDI-BLM Grazing Preferences.
6. This Lease Agreement is not assignable unless mutually agreed to by the parties in writing.
7. Any notice, request, consent, waiver, offer, approval, demand, direction or other communication herein required or permitted to be given shall be in writing and shall be deemed sufficiently given if it is delivered in person or if it is sent by first class mail, postage prepaid, addressed to the other party.
8. No waiver of any breach or failure to comply with the terms of this Lease Agreement shall be a continuing waiver and no waiver of any default shall be deemed to be a waiver of any other default or defect.
9. No modification or alteration of any provision of this Lease Agreement shall be enforceable or apply hereto unless the same shall be in writing and signed by all parties hereto.
10. All provisions with respect to this Lease Agreement are expressly contained herein and the parties agree that no representations have been made with respect to this Lease Agreement that are not expressly contained herein.
11. If the event that either party fails to perform any provision as provided herein, it shall constitute a default. With regard to any default, the non-defaulting party shall give the defaulting party ten (10) days written notice of default before instituting any lawsuit.
12. In the event of any dispute arising out of this Lease Agreement, the Lease agreement shall be construed under the laws of the State of Idaho; and in the event suit is brought, venue and jurisdiction shall be and remain in Owyhee County, State of Idaho, not subject to removal.
13. In the event either party hereto is required to retain the services of an attorney to protect their rights hereunder, the court shall declare a prevailing party and shall award the prevailing party its costs of suit and reasonable attorney fees, including fees and costs of any appeal.

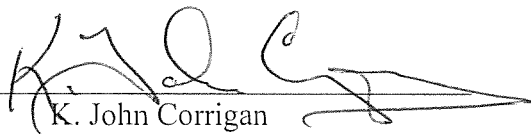
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

LESSOR: *Michael F. Hanley, IV. and Linda Lee Hanley,
husband & wife, dba Hanley Ranch Partnership*

by 
Michael F. Hanley, IV. for himself and for Hanley Ranch
Partnership.

by 
Linda Lee Hanley, for herself and for Hanley Ranch
Partnership.

LESSEE: *K. John Corrigan and M. Martha Corrigan,
husband & wife*

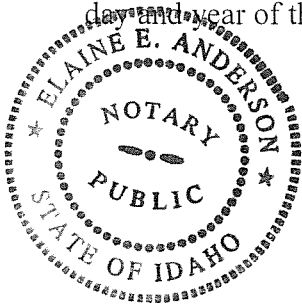
by 
K. John Corrigan

by 
M. Martha Corrigan

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

I, the undersigned, a notary public in and for the State of Idaho, do hereby certify that on this 5th day of ~~July~~^{August}, 2013, personally appeared before me, *Michael F. Hanley, IV. and Linda Lee Hanley*, who, being by me first duly sworn, declared that they executed the foregoing instrument and acknowledged to me that they executed the same for themselves and Hanley Ranch Partnership, 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 of this certificate first above written.



Elaine E. Anderson
NOTARY PUBLIC IN AND FOR
STATE OF IDAHO.
Residing at: *Meridian Idaho*
My Comm. Exp. *12/26/2015*

STATE OF OREGON)
) ss.
COUNTY OF ~~HARNEY~~
Malheur)

I, the undersigned, a notary public in and for the State of Idaho, do hereby certify that on this 29th day of July, 2013, personally appeared before me, *K. John Corrigan and M. Martha Corrigan, husband & wife*, who, being by me first duly sworn, declared that they executed the foregoing instrument and acknowledged to me that they executed the same for themselves 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 of this certificate first above written.

Rita J Lewis
NOTARY PUBLIC IN AND FOR
STATE OF OREGON.
Residing at: *Fruitland ID*
My Comm. Exp. *1/17/14*



**Exhibit “A” – “Base Property” for USDI-BLM Grazing Preference for the Hanley FFR
Allotment**

Vene Foster Property (approximately 629 acres)

0/00/00

*0:00

ASSESSMENT SEARCH

UH
A10200

NAME HANLEY, HAZEL

YR 2013 L/LE/X/EM-NUMBER:

MAP

ANUM(U,A,L)

CODE

CLASS

A A=Active,D=Deleted,Blank=Both

OLD X/EM-NUMBER:

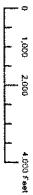
RR	REF#	NAME	MAP#	CODE	CLS
MP	902460	3 HANLEY, HAZEL	30S46	3301	38 19
R	15808	1 HANLEY, MICHAEL F IV & LINDA L	30S46	408	38 550
R	19872	1 HANLEY, MICHAEL F IV & LINDA L	30S46	1007	4 540
R	11376	1 HANLEY, MICHAEL F IV & LINDA L	30S46	3203	38 550
R	5220	1 HANLEY, MICHAEL F IV & LINDA L	30S46	3300	4 540
R	11377	1 HANLEY, MICHAEL F IV & LINDA L	30S46	3300	38 551
R	11378	1 HANLEY, MICHAEL F IV & LINDA L	30S46	3301	38 551
R	11381	1 HANLEY, MICHAEL F IV & LINDA L	30S46	3600	38 550
R	15513	1 HANLEY, MICHAEL F IV & LINDA L	30S4602CD	3700	4 540
R	20088	1 HANLEY, MICHAEL F IV & LINDA L	30S47	200	38 550
MP	902460	2 HANLEY, MICHAEL F IV & LINDA%	30S46	3301	38 19
MP	902460	1 HANLEY, MICHAEL F IV ETAL	30S46	3301	38 19
R	14095	1 HANNIFAN, STEPHANIE	18S4520D	1400	3 101
R	9722	1 HANSEN, CHARLES G & VALENE	19S4731B	1000	29 551
R	10417	1 HANSEN, CHARLES G & VALENE R	20S4635	500	34 550
R	4322	1 HANSEN, CHARLES G & VALENE 1/2	19S4732BD	2500	2 201
R	14446	1 HANSEN, DARRELL & JEANNETTE	19S4404	1300	43 401

Enter Ref# for Master

F7 EOJ F8 CLR

F19 MENU

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY



T.30S. R.47E. W.1M.
MALHEUR COUNTY

30S 47E

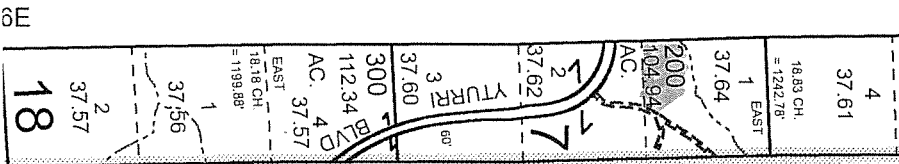
SEE MAP 295 40E

SEE MAP 305 46E

IDAHO

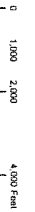


SEE MAP 315 46E

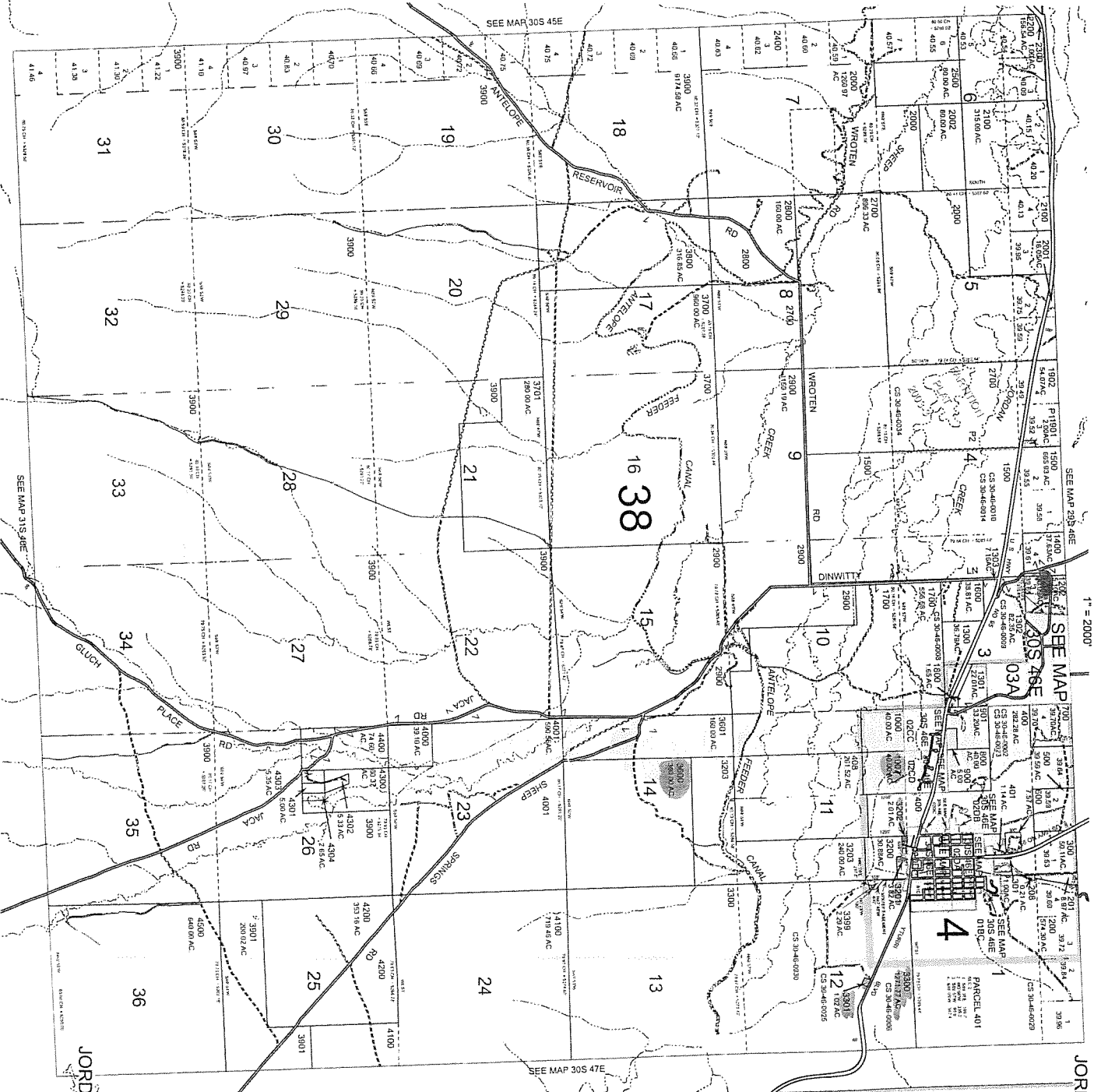


6E

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



T.30S. R.46E. W.M.
MALHEUR COUNTY
1" = 2000'

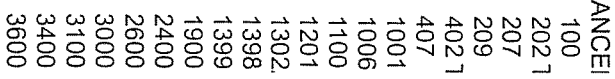


30S46E
& INDEX
JORDAN VALLEY
CANCELED:
202 THRU
207
209
402 THRU
1001 THRU
1006
1201
1301
1399
1900
2400
2500
3100
3400 THRU
3600

Revised: MA
10/13/2011
JORDAN VALLEY
30S46E
& INDEX

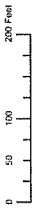
$1'' = 2000'$

CANCEL

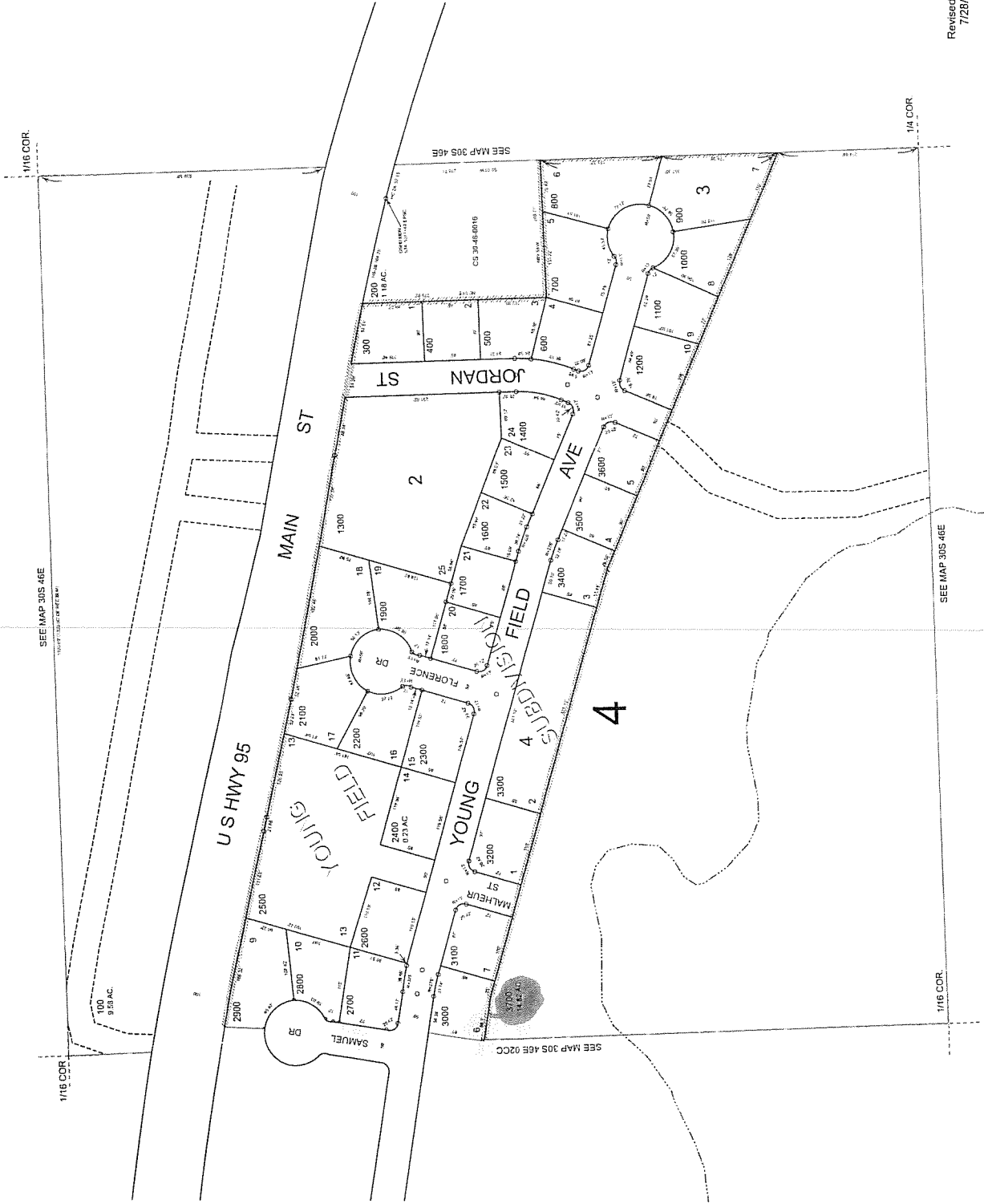


30S46E02CD
JORDAN VALLEY
CANCELLED:

S.E. 1/4 S.W. 1/4 SEC. 2 T.30S. R.46E. W.M.
MALHEUR COUNTY
1" = 100'



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



Revised: MA
7/28/2011
JORDAN VALLEY
30S46E02CD