

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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MAY 24 2013

WATER RESOURCES
WESTERN REGION

DEV

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 2-2115	Yes ☐		Yes ☐		Yes ☐
PD 2-2134	Yes ☐		Yes ☐		Yes ☐
LIC* 2-07440	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: 2+LHC D. Michael & Lynn McCarthy
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Greg & Nancy Mellum
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1683 South Nansea Ln Hammett ID 83627
Mailing address City State ZIP
- 366 3371 GRNARad@aol.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: March 12 2010

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: Greg Mellum Owner 5-23-13
Signature of new owner/claimant Title, if applicable Date
- Signature: Nancy Mellum Owner 5-23-13
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by NG Date 5/24/13 Receipt No. WD41162 Receipt Amt. 100-

Approved by RS Processed by JA Date 7/31/2013

SUPPORT DATA

IN FILE # 2-2115

Instrument # 413294

ELMORE COUNTY

4:19:52 pm

Mar 23, 2010

For: GUARANTY TITLE INC

No. of Pages: 3

Fee: \$ 9.00

MARSA PLUMMER, Recorder

DELLIS, Deputy

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DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 11th day of March, 2010, between 2+ ^{WATER RESOURCES} ~~LIVE~~ ^{WESTERN REGION} an Idaho limited liability company, whose address is P.O. Box 637, Wendell, Idaho 83355, the Party of the First Part, and Greg Mellum and Nancy Mellum, husband and wife, of P.O. Box 3251 Arizona City, Arizona 85223, the Parties of the Second Part.

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, and other good and valuable consideration to it in hand paid by the said Parties of the Second Part, the receipt whereof is hereby acknowledged has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Parties of the Second Part, and to their heirs and assigns forever, all of the real estate, situated in the County of Elmore, State of Idaho, that is described in Exhibit A that is attached hereto and by this reference made a part hereof.

This deed is an absolute conveyance of title, in effect, as well as in form and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefor is the sum of Ten Dollars and full release of all debts and obligations heretofore existing on account of that certain Promissory Note and the Mortgage securing said note which was dated the 29th day of December, 2006, and was recorded in the office of the County Recorder of Elmore County, Idaho, on the 19th day of January, 2007, as Instrument No. 383754, and rerecorded on the 25th day of January, 2007, as Instrument No. 383870, and the Addendum to Promissory Note dated the 7th day of February, 2008. This deed completely satisfies said Mortgage indebtedness and terminates said Mortgage and the note and addendum secured thereby, and any effect thereof in all respects.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the Party of the First Part.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the Parties of the Second Part, and to their heirs, personal representatives, successors and assigns forever and the said Party of the First Part, and its successors and assigns, the said premises in the quiet and peaceable possession of the said Parties of the Second Part, their successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said Party of the First Part has executed this Deed in Lieu of Foreclosure the day and year first above written.

2+ LLC, an Idaho limited liability company,

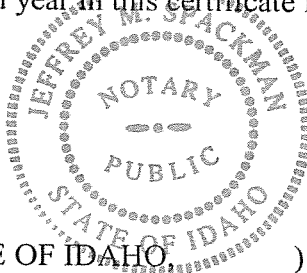
By [Signature]
Kenny Anderson, Member

By [Signature]
Mickey Cockerham, Member

STATE OF IDAHO,)
) ss.
COUNTY OF Gooding,)

On this 11 day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenny Anderson, known to me to be a member of 2+ LLC, the limited liability company that executed the foregoing instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

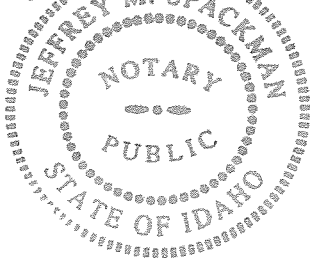


[Signature]
Notary Public for Idaho,
Residing at: Gooding, ID.
My commission expires: 10-01-2012

STATE OF IDAHO,)
) ss.
COUNTY OF Gooding,)

On this 11 day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Mickey Cockerham, known to me to be a member of 2+ LLC, the limited liability company that executed the foregoing instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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



[Signature]
Notary Public for Idaho,
Residing at: Gooding, ID.
My commission expires: 10-01-2012

EXHIBIT A

LEGAL DESCRIPTION

U.S. Government Lots 1, 2 and 3 in Section 4, Township 6 South, Range 8 East, Boise Meridian, Elmore County, Idaho; SAVING AND EXCEPTING the following two tracts of land:

A tract of land in U.S. Government Lot 1, Section 4, Township 6 South, Range 8 East, Boise Meridian, Elmore County, Idaho; also being the vacated Block 25 of Fruitland Subdivision, more particularly described as follows:

Beginning at the Section corner common to Sections 3 and 4, Township 6 South, Range 8 East, Boise Meridian, and Sections 33 and 34, Township 5 South, Range 8 East, Boise Meridian, thence South 0°32' East 25 feet to an iron pin, the True Point of Beginning, thence
North 89°53' West along South right of way line of State Highway No. 78 655 feet to an iron pin; thence
South 0°32' East 570.5 feet to an iron pin; thence
South 89°53' East 655 feet to an iron pin on the East boundary line of Section 4; thence
North 0°32' West 570.5 feet to the point of beginning.

AND

A tract of land in U.S. Government Lot 1, Section 4, Township 6 South, Range 8 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:

Beginning at the NE corner of U.S. Government Lot 1 of Section 4, Township 6 South, Range 8 East, B.M. said corner marked by an 5/8" rebar; thence South 0°22'00" West (South 0°32' East rec.) along section line for 595.50 feet to a 1/2" rebar which shall be the Point of Beginning; thence
South 0°22'00" West along section line for 505.63 feet to a 1/2" rebar; thence
North 89°56'02" West for 646.12 feet to a 1/2" rebar, thence
North 0°22'00" East for 505.63 feet to a 5/8" rebar; thence
South 89°56'02" East (South 89°53' East rec.) for 646.12 feet (655 feet rec.) to the Point of Beginning.