

DE ✓

RECEIVED
JUN 21 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
43-288			43-11202		
43-289			43-11203		
43-290			43-11221		
43-291					
43-292					
43-11196					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

WENDY MORANVILLE
Richard MORANVILLE

4. New Owner/Claimant(s)

WENDY L. McLean

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1085 East 2000 So.

City, State and ZIP Code

ELBA, Idaho 83342

New Telephone Number

(208) 638-5515

Email: WENDY24@ATCNet.Net

201-554-0336

5. Date you acquired the property 1996
6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Wesley L. McLean (title if applicable)
- (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by C. Adams
 Received by C. Adams
 Processed by _____ AJ

Date 6/21/10
 Date 6/21/10
 Date _____

Receipt Amt. 22500
 Receipt No. 5031499
 WR _____ Date _____

Land Title and Escrow, Inc.

A Full Service Title Company Since 1957

Burley

RE:

Wendy McLean

DATE:

6/21/10

TIME:

TO:

Name:

Walter H. Hanes

Company:

Fax No.:

736-3037

FROM:

Liane

Title Department

Phone (208) 878-3524/Fax No. 208-878-1089

Total number of pages sent: 3 (Including cover letter)

SPECIAL INSTRUCTIONS:

Serving: Cassia ~ Minidoka ~ Jerome ~ Lincoln ~ Gooding ~ Twin Falls Counties

Box 177 ~ Burley, Idaho 83318
Phone: 878-3524 ~ Fax: 878-4435
lteb@pmt.org

Box 349 ~ Jerome, Idaho 83338
Phone: 324-3357 ~ Fax: 324-8961
ltej@pmt.org

Box 473 ~ Gooding, Idaho 83330
Phone: 934-8477 ~ Fax: 934-5890
lteg@pmt.org

Box 111 ~ Rupert, Idaho 83350
Phone: 436-0606 ~ Fax: 436-1199
lter@pmt.org

Box 5375 ~ Twin Falls, Idaho 83301-5375
Phone: 933-2650 ~ Fax 933-2655
ltetf@pmt.org

CASSIA COUNTY

RECORDED FOR:

WENDY MCLEAN

11:59:11 am 03-23-2010

2010-001412

NO. PAGES: 2

FEE: \$6.00

JEE YEAMAN
COUNTY CLERK
DEPUTY: VIKI

QUITCLAIM DEED

FOR VALUE RECEIVED, Wendy McLean Wendy McLean
Wendy Moranville aka, Grantor, does

hereby convey, release, remise and forever quitclaim unto

Wendy McLean, whose address is
1085 E. 2000 S. ELBA ID 83342, the following

described premises, to-wit:

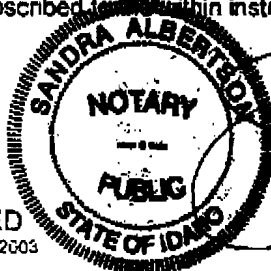
see attached exhibitCassia county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor
in and to said property, now owned or hereafter acquired.Date 3-23, 2010Wendy McLean
Signature, Grantor

STATE OF IDAHO

County of

Cassia ss.On this 23rd day of March, 2010 before me, the
undersigned, a Notary Public in and for said state, personally appeared
Wendy McLean, known to me to be the person
whose name is subscribed to this instrument, and acknowledged to me that s/he executed
the same.Sandra Albertson
NOTARY PUBLIC for Idaho
Residing at: Declo, Idaho
My Commission Expires: 1-31-2013

QUITCLAIM DEED

CA06-10 Revised 10/10/2003

EXHIBIT "A"

PARCEL NO. 1:

Township 13 South, Range 24 East of the Boise Meridian, Cassia County, Idaho.

Section 36: NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 3 and 4

Township 13 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Section 31: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and SW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 14 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Section 6: N $\frac{1}{2}$ of Lot 4

PARCEL NO. 2:

Township 14 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Section 4: Lots 3 and 4 (N $\frac{1}{2}$ NW $\frac{1}{4}$), SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 8: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

PARCEL NO. 3:

Township 14 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Section 6: S $\frac{1}{2}$ of Lot 4

SUBJECT TO:

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

Taxes for 1996 and subsequent years, a lien, but not yet due or payable.

Reservation contained in the State of Idaho Deed No. 11844 to Orvil C. Sears, recorded March 3, 1982 as Instrument No. 141534 on Film No. 148, records of Cassia County, Idaho.

Reservations contained in State of Idaho Deed No. 11845 to Edris Sears, recorded March 3, 1982 as Instrument No. 141535 on Film No. 148, records of Cassia County, Idaho.

Agreement for Purchase of Power (Irrigation) between Raft River Rural Electric Cooperative, Inc., as Seller and Robert T. Robinson, as Consumer, dated March 16, 1982 and recorded May 12, 1982 as Instrument No. 143294 on Film No. 149, records of Cassia County, Idaho. (Covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 31, Township 13, Range 25 East of the Boise Meridian)

ROY, NIELSON, BARINI-GARCÍA & PLATTS

Susan P. Roy
Attorneys At Law
780 Eastland Drive, Suite 1
P.O. Box 487
Twin Falls, ID 83303-0487
Telephone: (208) 734-4450
Facsimile: (208) 734-4452
Idaho State Bar #1942

NCN

Attorneys for Defendant

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA

RICHARD MORANVILLE,	)	
	)	Case No. CV 06-433*M
Plaintiff,	)	
vs.	)	JUDGMENT AND DECREE OF
	)	DIVORCE
WENDY LOU MORANVILLE,	)	
	)	
Defendant.	)	
_____	)	

Plaintiff by and through his attorney of record, Elizabeth Burr-Jones of the firm of Burr-Jones Law Office and Defendant by and through her attorney of record, Susan P. Roy of the firm of Roy, Nielson, Barini-Garcia & Platts, having filed a stipulation with this Court fully compromising and settling all issues of this case and this Court having found: that the Court has jurisdiction over the parties and property; grounds for divorce exist; that the division of property and debts is fair and equitable; that this case has been fully submitted to this Court for entry of final judgment and this Court being fully advised, it is hereby ordered, adjudged and decreed as follows:

1. Plaintiff is granted an absolute Decree of Divorce from the Defendant on the grounds of irreconcilable differences.

2. The Plaintiff is awarded as his sole and separate property free and clear of any and all claim of the Defendant the following:

Boat and Trailer;
All Western Statues and Lamps etc;
Round pen;
Drill;
5th Wheel travel trailer;
Plaintiff's gun;
gun cabinet;
reloading table;
tool box and tools;
saddle and bridles;
halters and lead ropes;
canoe;
all pack saddles;
2-horse horse trailer;
upright freezer which is broken;
slot machine;
vise and stand;
sleeping bags;
air conditioner;
roto-tiller;
tools in Plaintiff's possession;
2002 Ford pickup;
Plaintiff's 4-wheeler;
Plaintiff's wedding band;
one chest of drawers;
fossils;
table and chairs set in living room;
recliner;
blue and white pitcher;
one bed;
Bow Flex;
two deer heads;
airplane kits;
chest of drawers in office;
portable air compressor;
battery charger;
Stihl chain saw;
weed sprayer;
1983 Chevrolet pickup;
one gas tank and one diesel tank;
table saw;
router and table;

By and for Plaintiff

bird incubator;
remote controlled airplane and equipment;
airplane parts;
gold recovery equipment;
two ladders;
one-half of the extension cords;
Plaintiff's two down filled coats;
Jasmine the dog;
Inky the dog;
snow machine;
one-half of the outside furniture;
one horse feeder;
~~700 trials in Montana, subject to debt owing against the same;~~
big screen TV;
anvil;
reloading equipment;
Plaintiff's clothing and personal effects;
reproduction swords;
Plaintiff's dresser,
brown ware dishes;
African grey parrot;
All personal property located in the State of Wyoming;
one-half of the household contents stored at school house;

3. Defendant is hereby awarded as her sole and separate property, free and clear of any and all claim of the Plaintiff the following:

All antiques;
Jeep pickup subject to debt owing against the same;
Defendant's ATV 2-wheeler;
stereo;
organ;
coffee table;
end table;
two brass lamps and shades;
all baskets;
floor lamps;
foot stools;
mirrors;
coat rack;
rocker;
couch;
magazine rack;
tools in Defendant's possession;
dishes;

pots and pans;
silverware;
cookbooks;
rugs in kitchen;
all knick-knacks in house;
China;
linens;
pictures in dining room;
chair in dining room;
area rug in dining room;
pictures in living room;
mirror in living room;
file cabinet;
clocks in office;
chair in office;
refrigerator;
area rug in living room;
bed;
clothes hamper;
sheets and blankets;
glassware and containers;
all holiday decorations;
electric chain saw;
two ladders;
small dog kennel;
Defendant's jewelry;
one-half of extension cords;
down filled coat;
one gas tank and diesel tank;
food saver and bags;
all antiques in attic, basement, 5th wheel trailer, school, shed or in storage;
one-half outside furniture;
sitting room couch;
sitting room chair;
spinning wheel;
sitting room coffee table;
two dressers in master bedroom;
two night stands;
one horse feeder;
Mickey Mouse television;
Defendant's personal effects and clothing;
utility trailer;
small trailer;
piano;
~~big old computer~~ 17" monitor
Dell computer and monitor;

large dog kennel;
dog named Raven;
dog named Crickett;
dog named Spring;
dog named Minnie;
gas barbeque;
peacocks;
washer and dryer;
one-half of the household contents stored at school house;
one rifle; and
Defendant's pistol.

4. The parties shall jointly own the following property:

Flat bed trailer;
J.D. Tractor;
1967 Dump truck owned with Barker's;
Pressure washer; and
Eleven (11) Horses

5. Defendant is hereby awarded as her sole and separate property all interest in the ranch real property, and improvements thereon specifically described as set forth in Exhibit "A" attached hereto, subject to all debt owing against the same, and all present lease payments and lease hold interest. Defendant shall sell enough of said real property to pay off the debt owing against said property or refinance the same into her only within six (6) months. Barker Cattle Company shall have a first option to buy any of this property and first option to lease.

6. Plaintiff is hereby awarded as his sole and separate property free and clear of any and all claim of the Defendant the following:

All interest in real property referred to as the school real property and improvements thereon specifically described as set forth on Exhibit "B" attached hereto, subject to all debt owing against the same if Plaintiff desires to sell said real property Defendant shall be responsible to actively assist the Plaintiff in selling said school property and shall make her best effort to effectuate a sale of the school property for the Plaintiff within six (6) months:

7.  Defendant is hereby awarded ~~\$67,100.00~~ in the retirement annuity of Hartford IRA Contracts # 711080137 and #711080138, which shall be paid equally one-half (1/2) from each contract

~~and be transferred by means of a QDRO to effectuate a tax free transfer.~~ Plaintiff is awarded the balance of both contracts as his sole and separate property.

8. ~~Each party~~ ^{Plaintiff} is hereby awarded ~~one-half (1/2)~~ ^{cell} of the pension payment paid by Masters, Mates and Pilots Plan Pension Benefit which is in the approximate monthly amount total of \$700.00.

~~A Qualified Domestic Relations Order shall be entered in order to effectuate a tax free transfer of one-half (1/2) to Defendant.~~

9. Plaintiff shall pay as his sole and separate debt and indemnify Defendant therefrom for the following debts:

- All debt owing to Wells Fargo against the school property or all liens encumbrances against the same;
- One-half (1/2) of the credit card debt relating to internet scam if any;
- Plaintiff's VISA owed to D L Evans;
- Debt owed to Morris Fidelity Escrow relating to Montana Trailer house;
- Plaintiff's attorneys fees and costs; and
- All other debts incurred by Plaintiff in his name only.

10. Defendant shall pay as her sole and separate debt and to indemnify Plaintiff therefrom for the following debts:

- Defendant's Visa;
- All of the debt owed to Farmer's Alliance for future insurance on ranch and future taxes on ranch;
- All of the mortgage owed to HSBC relating to ranch;
- Defendant's Master Card;
- One-half (1/2) of the credit card debt relating to internet scam if any;
- Defendant's attorney's fees and costs;
- Debt owed on Jeep owed to Masters, Mates, and Pilots; and
- Any and all other debt incurred by Defendant in her name only.

11. With respect to the 2006 Federal and State taxes, each party shall be entitled to one-half (1/2) of any refund or be obligated to pay one-half of any liability.

12. With respect to 2007 Federal and State taxes, each party shall file separately, and each party shall claim one-half (1/2) of all income or other earnings up through the date of divorce and be

entitled to claim one-half ($\frac{1}{2}$) of all of any expenses or deduction up through the date of divorce, and pay one-half ($\frac{1}{2}$) of all taxes owing or receive one-half ($\frac{1}{2}$) of any refund on the same. Each party after the date of divorce shall claim their own income and earnings and expenses thereon.

13. It is hereby ordered that if either party has to file an action to enforce this Decree of Divorce, the prevailing party shall be awarded their attorneys fees and costs.

14. Each party is hereby ordered to sign any and all documents necessary to effectuate the terms and provisions of this Decree of Divorce or to effectuate the entry of a Qualified Domestic Relations Order. Further this Court shall retain jurisdiction in this case in order to effectuate a Qualified Domestic Relations Order.

~~15. In order to equalize the division of property as set forth herein Defendant shall pay to Plaintiff \$30,000.00 within six (6) months of entry of this Judgment and Decree of Divorce. No interest shall accrue if timely paid. Interest shall accrue if not timely paid at the rate of seven percent (7%).~~

16. Defendant's former name of "WENDY LOU McLEAN" is hereby restored and reconfirmed to her.

17. This Court shall retain jurisdiction in order to effectuate the Qualified Domestic Relations Orders as set forth above.

DATED This 26 day of December, 2007.

State of Idaho
County of Cassia } ss

I hereby certify that the foregoing instrument is a full, true and correct copy of the original as
FILED in this office.

Date: 6-21-2010

Dee Yeaman
Clerk of the District Court, Ex-officio Auditor
and Recorder, Cassia County, Idaho
By: [Signature] Deputy

[Signature]
RICK L. BOLLAR
Magistrate Judge

