

RECEIVED
DEC 17 2009
DEPARTMENT OF
WATER RESOURCES

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)
WR Decree 78-4316 A					
WR Decree 78-4099 A					
WR Decree 78-4100 A					

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) J & J Development ~~LLC~~ Inc.
418 S. 9th Ave Caldwell ID 83606

4. New Owner/Claimant(s) The C & C Ranch Trust
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address P.O. Box 1

City, State and ZIP Code Weiser ID 83672

New Telephone Number (208) 550-2111

5. Date you acquired the property

10-16-09

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)

Donna C. O'Neil Johnson

(title if applicable)

Trustee - The C & C Ranch Trust

(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 _____
 Received by SRJ
 Processed by _____ AJ

 Date _____
 Date 12-17-2009
 Date _____

 Receipt Amt. \$75-
 Receipt No. C089745
 WR _____ Date _____

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 16 day of September, 2009, between J & J DEVELOPMENT, INC., the Grantor, and THE C & C RANCH TRUST u/t/a dated October 8, 2008, whose mailing address is P. O. Box 1, Weiser, ID 83672, the Grantee,

WHEREAS, Grantor executed and delivered a Deed of Trust to Donna Gill, which Deed of Trust was recorded on June 26, 2006 as Instrument No. 112037, in the official records of Adams County, Idaho, secured that certain Deed of Trust Note in the face amount of \$350,000.00 given by J & J Development, Inc. to Donna Gill, and granted to Donna Gill a security interest in the following described real property,

WHEREAS, subsequent thereto, Donna Gill transferred and assigned all of her interest in the Deed of Trust Note to C & C Ranch Trust u/t/a dated October 8, 2008,

WITNESSETH, that for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, the payment by Grantee of all title insurance premiums and recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantor, by these presents, grants, conveys and warrants forever unto the Grantee, and to its successors and assigns, all the property hereinafter described, to-wit:

Township 19 North, Range 1 East, Boise Meridian, Adams
County, Idaho
Section 1: N1/2 SE1/4
EXCEPTING THEREFROM the right-of-way of U.S. Highway
95, as now established.

ALL SITUATE IN County of Adams, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and the Deed of Trust to Donna Gill dated June 26, 2006, and recorded June 26, 2006 as Instrument No. 112037, official records of Adams County, Idaho.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any matter entitle Grantor to water.

TOGETHER WITH any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE-I

Instrument # 119216

COUNCIL, ADAMS, IDAHO

10-16-2009 02:21:39 No. of Pages: 4

Recorded for : FIRST AMERICAN SPECIALTY

SHERRY WARD Fee: 12.00

Ex-Officio Recorder Deputy

Index to: DEED

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above-described to the Grantee and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Donna Gill and her assignee Grantee covenant and agree that they shall not enforce any judgment against Grantor for the indebtedness evidenced by the Deed of Trust Note secured by that certain Deed of Trust executed by J & J Development, Inc., to Donna Gill, dated June 26, 2006, and recorded on June 26, 2006, as Instrument No. 112037, in the official records of Adams County, Idaho. This deed shall not operate to preclude Donna Gill or her assignee Grantee from proceeding in any action to enforce the Deed of Trust, but shall preclude Donna Gill and her assignee Grantee from obtaining a deficiency judgment against J & J Development, Inc.

Grantor hereby waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption concerning the property and Deed of Trust above.

Grantor hereby surrenders and delivers possession of the property to Grantee.

Grantor declares that Grantor's conveyance is freely and fairly made, and Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Donna Gill or her assignee Grantee, their agents, or attorneys, or any other persons.

IN WITNESS WHEREOF, Grantor and Grantee hereunto set their hands the day and year first above written. The original grantee under the Deed of Trust also executes this deed as a party hereto and agrees to be bound by all terms and conditions of this deed.

"GRANTOR"

J & J DEVELOPMENT, INC.

By: *Jess Payne*
President

"GRANTEE"

THE C & C RANCH TRUST u/t/a dated
October 8, 2008

By: *Donna Gill*
Trustee

Donna Gill
Donna Gill
"Original Grantee"

STATE OF IDAHO)
County of *Canyon*) :ss

On this *16* day of *September*, in the year 2009, before me, *Celerina Cantu*, a Notary Public, personally appeared Jess Payne, the President of J & J DEVELOPMENT, INC., 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 for and on behalf of J & J Development, Inc., and was so authorized to do so.

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

Celerina Cantu
Notary Public for Idaho
Commission Expires: *10-07-09*

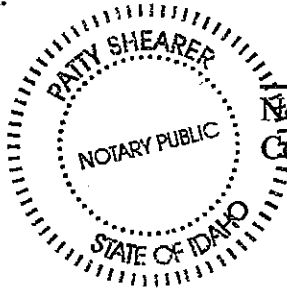


STATE OF IDAHO)
 :SS
County of Washington)

On this 11 day of September, in the year 2009, before me,
PATTY SHEARER, a Notary Public, personally appeared
DONNA GILL, the Trustee of THE C & C RANCH TRUST u/t/a dated
October 8, 2008, known or identified to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he/she executed the same for and on behalf of
The C & C Ranch Trust u/t/a dated October 8, 2008, and was so authorized to do so.

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

(SEAL)



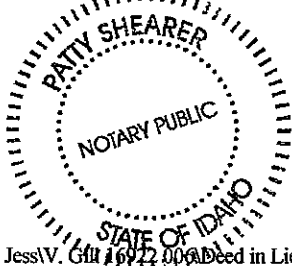
Patty Shearer
Notary Public for Idaho
Commission Expires: 8-7-2013

STATE OF IDAHO)
 :SS
County of Washington)

On this 3 day of September, in the year 2009, before me,
PATTY SHEARER, a Notary Public, personally appeared DONNA GILL, known
or identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

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

(SEAL)



Patty Shearer
Notary Public for Idaho
Commission Expires: 8-7-2013

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NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE-4