

New rights: 29-14378 through
29-14384

Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
MAR 02 2021
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions. DB✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 29-13741	Yes ☒	Yes ☐	✓ 29-13751	Yes ☒	Yes ☐
✓ 29-13743	Yes ☒	Yes ☐	✓ 29-13753	Yes ☒	Yes ☐
✓ 29-13745	Yes ☒	Yes ☐		Yes ☐	Yes ☐
✓ 29-13747	Yes ☒	Yes ☐		Yes ☐	Yes ☐
✓ 29-13749	Yes ☒	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: MAX HALL deceased w/fc Reva Jane Hall
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Richard & Patty Tullock
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 57 W 100 N Blackfoot ID 83221
Mailing address City State ZIP
- 208-251-1179 Tullpa@msn.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: November 20, 2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Richard Tullock N/A 3-2-21
Signature of new owner/claimant Title, if applicable Date

Signature: Patty Tullock N/A 3-2-21
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by M. Pettis Date 3-2-21 Receipt No. E046682 Receipt Amt. 700.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JC Date 6/15/2021

Once the Parties have made their deliveries to Escrow Agent as required, Escrow Agent shall 1) record the Warranty Deed (and Security Instrument, if a secured promissory note constitutes part or all of the Total Purchase Price); 2) issue to Buyer a standard owner's policy of title insurance covering the Real Property in an amount equal to the Total Purchase Price; and 3) disburse the net proceeds of the sale (Total Purchase Price less lien payoffs, costs, and prorated items) to Seller.

7. **CLOSING COSTS.** Unless the Parties agree otherwise to terms set forth in Section 8 below, Seller shall pay the premium for the standard policy of title insurance to be issued to Buyer. Escrow Agent's fees shall be split equally between Buyer and Seller. Except as otherwise agreed in writing, all taxes, assessments, utilities, and similar items will be prorated as of the date of Closing based on the latest available figures, and the Parties shall make any necessary reconciliation upon obtaining later figures. The Parties shall bear their own costs incurred in obtaining professional advice concerning this Agreement. All other costs and expenses associated with the sale contemplated by this Agreement shall be borne by the Parties in accordance with custom for similar transactions in the local county as determined by Escrow Agent, unless otherwise agreed by the Parties in writing.
8. **ADDITIONAL PROVISIONS.** The Parties agree to the following additional provisions not described elsewhere in this Agreement, with any provisions set forth in this Section 8 to control over any inconsistent term or provision elsewhere in this Agreement:

All fees pd by buyer. Title, escrow, LTR, doc prep
Recording, title, courier

9. **PERSONAL PROPERTY.** Unless otherwise provided below, all items of personal property located at the Real Property at Closing shall be transferred to Buyer at Closing. Notwithstanding the foregoing, the following items of personal property are specifically:
- a. **INCLUDED WITH THE REAL PROPERTY:** Gravity Feed Irrigation System

b. **EXCLUDED FROM THE REAL PROPERTY:**

Irrigation equipment misc Rocks

10. **POSSESSION AND RISK OF LOSS.** Buyer shall have possession of the Real Property immediately following Closing. Seller shall bear the risk of loss immediately until Closing. In the event of material change to or loss of the Real Property prior to Closing, Buyer shall have the right to terminate this Agreement immediately, in which case the Parties will be discharged from any further obligation under this Agreement.
11. **NO COMMISSIONS.** Seller represents it has not retained a real estate broker or agent or entered into any agreement that would cause a commission or finder's fee to become due upon Closing. Seller agrees to indemnify and hold Buyer harmless for any claim for a commission or finder's fee asserted by a real estate broker or agent as a result of Seller's conduct. Buyer agrees to indemnify and hold Seller harmless for any claim for a commission or finder's fee asserted by a real estate broker or agent as a result of Buyer's conduct.
12. **DEFAULT AND ATTORNEY FEES.** Except as otherwise provided herein, if failure to close is the fault of Buyer, Buyer shall forfeit unto Seller the Earnest Money as a partial remedy, and Seller may also pursue any other remedies available at law or in equity, including recovery of reasonable costs and attorney fees incurred. Except as otherwise provided herein, if failure to close is the fault of Seller, Buyer may either 1) receive the Earnest Money from Escrow Agent and declare this Agreement terminated; or 2) seek specific performance of this Agreement in addition to any other remedies available at law or in equity, including recovery of reasonable costs and attorney fees incurred.
13. **REPRESENTATIONS AND WARRANTIES:** The Parties warrant and represent 1) they have authority to enter this Agreement; 2) they have received adequate disclosure concerning the subject matter of this Agreement; 3) they have had an opportunity to seek legal and tax advice in connection with this Agreement; and 4) they are not relying on any representation (oral or written) or information not expressed explicitly in this Agreement.
14. **SEVERABILITY.** If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the other provisions of this Agreement, and they shall be effective and enforceable to the fullest extent possible.
15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall be governed by and construed according to the laws of the State of Idaho. Seller and Buyer hereby agree that this Agreement shall be construed as if drafted equally by each.
16. **ADDITIONAL REQUIREMENTS.** The Parties agree to promptly execute all other documents and perform all other acts that may be necessary or advisable to accomplish the purpose and intent of this Agreement.
17. **BINDING EFFECT:** This Agreement is and shall be binding on the respective Parties, their heirs, successors in interest, executors, personal representatives, and assigns.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire, integrated agreement between the Parties, and it supersedes and replaces all prior written or oral agreements between the Parties except as specifically set forth in this Agreement. This Agreement cannot be altered or amended except as agreed by the Parties in writing.
19. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

SELLER

Renee Jane Hall
(Typed Name)

Seller Address: 5675 E. Old Oregon Trl Rd
Seller Phone No.: 208-221-4832
Seller Email: hallrj61@gmail.com
reneehall@gmail.com

BUYER

Richard Tullock / Patty Tullock
(Typed Name)

Buyer Address: 57 W 100 N, Blackfoot, ID 83221
Buyer Phone No.: 208-251-1179
Buyer Email: tullpa@msn.com

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **942648-P (sg)**

Date: **November 17, 2020**

For Value Received, **Reva Jane Hall, an unmarried woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Richard Tullock and Patty Tullock, husband and wife**, hereinafter called the Grantee, whose current address is **57 W. 1000 N., Blackfoot, ID 83221**, the following described premises, situated in **Bannock County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

1st
RWT

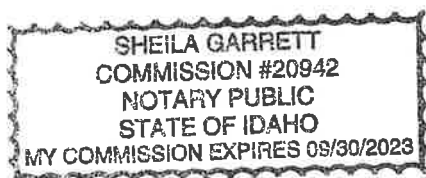
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Reva Jane Hall

STATE OF Idaho)
COUNTY OF Bannock)
SS.

On this 19th day of **November, 2020**, before me, a Notary Public in and for said State, personally appeared **Reva Jane Hall**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: _____
My Commission Expires: State of Idaho
Residing: Inkom, Idaho
Comm. Expires: 09/30/2023

EXHIBIT A

PARCEL 1:

THE W1/2 SOUTHWEST 1/4 SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO.

EXCEPT:

A PARCEL OF LAND IN THE SW¹/₄SW¹/₄ OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 14;
THENCE, N 89°36'27" E, ALONG THE SOUTH LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 1321.08 FEET TO THE SE CORNER OF SAID SW¹/₄SW¹/₄;**

THENCE, N 00°09'01" W, ALONG THE EAST LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 60.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, THE TRUE POINT OF BEGINNING;

THENCE, N 00°09'01" W, CONTINUING ALONG SAID EAST LINE, 386.37 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, N 65°30'17" W, LEAVING SAID EAST LINE, 494.27 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, S 00°09'01" E, 594.38 FEET TO A POINT ON THE NORTH LINE OF A 60.00 FOOT ACCESS EASEMENT AND MARKED WITH A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, N 89°36'27" E, ALONG SAID NORTH LINE, 449.25 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT:

A PARCEL OF LAND LOCATED IN THE NW¹/₄SW¹/₄ OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 990.66 FEET OF THE NW¹/₄SW¹/₄ OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPT:

A PARCEL OF LAND IN THE SW¹/₄SW¹/₄ OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 89°36'27" EAST, ALONG THE SOUTH LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 1321.08 FEET TO THE SOUTHEAST CORNER OF SAID SW¹/₄SW¹/₄; THENCE NORTH 00°09'01" WEST, ALONG THE EAST LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 446.37 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°09'01" WEST, CONTINUING ALONG SAID EAST LINE, 875.63 FEET TO THE SOUTHEAST CORNER OF A PARCEL SHOWN ON RECORD OF SURVEY INSTRUMENT NO. 20316435, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SW¹/₄SW¹/₄;

THENCE SOUTH 89°42'37" WEST, LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF THE ABOVE MENTIONED PARCEL AND THE NORTH LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 990.66 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 00°09'01" EAST, 153.05 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 45°02'24" EAST, ALONG AN EXISTING FENCE LINE, 690.60 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 65°30'17" EAST, 553.72 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT:

A PARCEL OF LAND IN THE SW¹/₄SW¹/₄ SECTION 14, TOWNSHIP 9 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00°07'10" WEST ALONG THE WEST LINE OF SAID SW¹/₄SW¹/₄, A DISTANCE OF 60 FEET TO THE NORTH LINE OF A 60.00 FOOT ACCESS EASEMENT; THENCE NORTH 89°36'27" EAST ALONG SAID NORTH LINE, RUNNING PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 871.81 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE SOUTHWEST CORNER OF A 5.06 ACRE PARCEL OF LAND SHOWN OF RECORD ON SURVEY INST. NO. 20416175, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°09'01" WEST, ALONG SAID WEST LINE OF SAID PARCEL, 594.38 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843, SAID POINT BEING THE NORTHWEST CORNER OF SAID 5.06 ACRE PARCEL, SAID POINT ALSO BEING ON THE SOUTH LINE OF A 13.24 ACRE PARCEL SHOWN ON THE SAME RECORD OF SURVEY; THENCE NORTH 65°30'17" WEST ALONG SAID SOUTH LINE, 59.45 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE NORTH 45°02'24" WEST CONTINUING ALONG SAID SOUTH LINE, 486.42 FEET TO A POINT IN THE CENTER OF AN EXISTING 40.00 FOOT ACCESS EASEMENT SHOWN ON THE AFOREMENTIONED RECORD OF SURVEY; THENCE SOUTH 00°19'02" EAST, ALONG SAID EASEMENT CENTER LINE, 266.52 FEET; THENCE SOUTH 03°15'25" WEST CONTINUING ALONG SAID EASEMENT CENTERLINE, 687.25 FEET; THENCE CONTINUING ALONG SAID EASEMENT CENTERLINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 15°19'57", FOR AN ARC LENGTH OF 13.38 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF A 60.00 FOOT ACCESS EASEMENT; THENCE NORTH 89°36'27" EAST ALONG SAID NORTH LINE, 439.95 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, 40.00 FEET IN WIDTH, 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE NORTH 89°51'13" EAST, 328.98 FEET, SAID POINT BEING THE NW CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 00°09'01" EAST, ALONG THE WEST LINE OF THE ABOVE DESCRIBED PARCEL, 671.61 FEET; THENCE NORTH 89°50'59" EAST, LEAVING SAID WEST LINE, 205.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12°51'22" WEST, 282.73 FEET; THENCE SOUTH 00°19'02" EAST, 940.70 FEET; THENCE SOUTH 03°15'25" WEST, 687.25 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 86°30'04", FOR AN ARC LENGTH OF 75.49 FEET; THENCE SOUTH 89°45'29" WEST, 384.60 FEET TO A POINT ON THE SECTION LINE COMMON TO SECTIONS 14 AND 15; THENCE SOUTH 89°45'29" WEST, 644.60 FEET;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 41°35'26", FOR AN ARC LENGTH OF 54.44 FEET; THENCE NORTH 48°39'05" WEST, 554.00 FEET; THENCE NORTH 51°24'47" WEST, 386.92 FEET; THENCE NORTH 74°17'32" WEST, 245.46 FEET TO A POINT SHOWN ON RECORD OF SURVEY INSTRUMENT NO. 99017097 AS THE PROPERTY CORNER AND THE CENTER OF A 60.00 FOOT EASEMENT WHICH EXTENDS TO WEST BOB SMITH ROAD, THE SIDES OF SAID 40.00 FOOT EASEMENT BEING SHORTENED OR LENGTHENED CONFORM TO THE SIDES OF THE EASEMENT SHOWN ON THE ABOVE SHOWN RECORD OF SURVEY EASEMENT AND TO PROPERTY LINES OF THE SAME.

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

_____, Idaho _____, 20 _____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to _____.

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____

By: _____

By: _____

Telephone _____

main line that supplies Irrigation water



Parcel: RPR4225003406
24.32 Acres



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 14, 2021

RICHARD TULLOCK
57 W 100 N
BLACKFOOT ID 83221-5879

Re: Change in Water Right Ownership: 29-13741 (Split into 29-13741 and 29-14378), 29-13743 (Split into 29-13743 and 29-14379), 29-13745 (Split into 29-13745 and 29-14380), 29-13747 (Split into 29-13747 and 29-14381), 29-13749 (Split into 29-13749 and 29-14382), 29-13751 (Split into 29-13751 and 29-14383), 29-13753 (Split into 29-13753 and 29-14384)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: MAX W HALL
WATER DISTRICT 29