

RECEIVED

AUG 08 2014

WATER RESOURCES
WESTERN REGIONSTATE 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 61-12042	Yes ☐		Yes ☐		Yes ☐
PO 61-12046	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Tucker, Karen F; Tucker, Stephen A
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tucker, Karen F
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------------|----------------------------------|-----------|--------------|
| <u>2701 NE Rancho Way</u> | <u>Mountain Home</u> | <u>ID</u> | <u>83647</u> |
| Mailing address | City | State | ZIP |
| <u>208-590-3444</u> | <u>1idahohorselady@gmail.com</u> | | |
| 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: 24 June 2011
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.

SUPPORT DATA

IN FILE #

61-12042

8. Signature: Karen F. Tucker Title, if applicable: _____ Date: 7 August 2014
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by RS Date 8/8/14 Receipt No. W042410 Receipt Amt. 50
Approved by RS Processed by RS Date 9/9/14

Instrument # 422447 # Pages: 6
ELMORE COUNTY, Idaho
Aug 10, 2011 12:56:52 pm Fee: \$ 25.00
For: KAREN TUCKER
BARBARA STEELE, Recorder
DELLIS, Deputy

FILED

2011 JUN 23 AM 9:37

BARBARA STEELE
CLERK OF THE COURT
DEPUTY

181

Karen F. Tucker
4701 NE Rancho Way
Mountain Home, ID 83647
Telephone No. (208) 587-4194

Plaintiff, Pro Se

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

KAREN F. TUCKER,

Plaintiff,

vs.

STEPHEN A. TUCKER,

Defendant.

Case No. CV-2011-555

JUDGMENT AND DECREE OF
DIVORCE

The Court having read the Affidavit of the Plaintiff and default having been entered against the Defendant and it appearing that the allegations of the Plaintiff's Complaint are sustained and the Plaintiff is and was a bona fide resident of the State of Idaho and has been a resident for more than six (6) weeks preceding the commencement of this action;

Plaintiff and Defendant were married to each other on the 22nd day of April, 1989, at Ft. Walton Beach, Okaloosa, FL, and ever since have been and now are husband and wife.

No children have been born of the marriage of the parties.

The Court has jurisdiction to determine property distribution and apportionment of debts and other matters, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **Divorce.** The Plaintiff is hereby granted a divorce from the Defendant on the grounds of Irreconcilable differences, as defined in Section 32-616 of the Idaho Code. Each party is hereby restored to the status of a single person.

2. **Community Personal Property.** The parties have acquired certain items of community personal property during their marriage, which the parties have previously divided equally between them and said community personal property currently in their possession is hereby confirmed and awarded to each of them. Additionally, the parties are also hereby specifically awarded the following:

- a. Plaintiff is awarded as her sole and separate property the following items:
 - 30% of Defendant's disposable military retirement benefits;
 - 100% of Plaintiff's Thrift Savings Plan with an unknown value;
 - 100% of Plaintiff's Roth IRA;
 - 2008 Ford F250 4x4 Extended cab pickup;
 - 2006 Kabota 3130 tractor;
 - 2002 Sundowner 2 horse gooseneck trailer;
 - 2007 20ft. flatbed trailer;
 - All funds in banking accounts at Pioneer Federal Credit Union; and
 - Plaintiff's personal belongings, jewelry and effects.
- b. Defendant is awarded as his sole and separate property the following items:
 - 70% of Defendant's military retirement benefits;
 - 100% of Defendant's Thrift Savings Plan with an unknown value;
 - 100% of Defendant's Roth IRA;
 - 2002 Chevrolet Silverado 4x4 Extended cab ¾ ton pickup;
 - All funds in banking accounts at Wells Fargo Bank and Community Bank;
 - All non-IRA shares of stocks and Mutual funds, including Coke and Pepsi stocks;
 - Defendant's personal belongings, jewelry and effects.

Military Retirement. The Plaintiff is entitled to her share of Defendant's military retirement benefits earned as a result of the marriage herein, which the Plaintiff has agreed upon and

is hereby awarded, in the amount of thirty percent (30%) of the same, along with any COLA increases in the same. The percentage share awarded to the Plaintiff herein is based on the following factors: the division of the value of the assets of the parties to be awarded herein to Plaintiff, and based upon the Defendant entering the military on October 13, 1976, and the parties were married on April 22, 1989, with the Defendant retiring on November 1, 2006, for a total of approximately 17 years of marriage during which the Defendant was in the United States Air Force. Therefore, the Plaintiff is entitled to all rights collaterally conferred upon her by reason of her marital status above recited as defined by Section 1408 of Section 1002(a) of Chapter 71, Title 10, United States Code.

The Plaintiff shall receive her agreed upon 30% portion of the Defendant's disposable retirement pay as described herein so long as the Defendant receives such retirement pay and during his lifetime. The Plaintiff's right to receive a portion of the Defendant's disposable retirement pay is not assignable and shall terminate on her death. The Court that grants the divorce between the parties shall retain jurisdiction over the division of the Defendant's retirement in order to effectuate the purpose and intent of this paragraph.

3. Community Real Property. The parties' own the following described parcels of real properties, which is hereby awarded to each of them as follows:

A. The parties own a house and approximately 8.95 acres of real property located at 4701 NE Rancho Way, Mountain Home, Elmore County, Idaho, more particularly described as follows:

Lot 4, BLK 1, EL RANCHO SUBDIVISION, Mountain Home, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Plaintiff is hereby awarded 100% of all equity, title and interest to the house and real property located at 4701 NE Rancho Way, Mountain Home, Elmore County, Idaho, subject to the encumbrance

thereon. The Plaintiff shall be required to refinance said property, within 2 years of the entry of the Decree herein, for purposes of removing the Defendant's name from the mortgage. The Defendant shall execute any and all documents necessary to transfer all title, interest and equity in said property to the Plaintiff. Further, the Plaintiff is hereby ordered to pay and be responsible for all expenses related to said residence, including the mortgage, taxes, insurance, utilities, etc., and hold the Defendant harmless therefrom.

This court shall retain jurisdiction over the house and real property above to effectuate the terms of this provision, and/or to order an alternate disposition if the refinancing of said home and real property is not completed as set forth above.

Further, the Plaintiff and Defendant shall at all times keep each other informed of his/her mailing and residential address and telephone number for purposes of carrying out these provisions.

Each party shall execute any documents that are required to transfer the property to Facilitate the intent of the Decree.

B. The parties own approximately 4.48 acres of real property located in Mountain Home, Elmore County, Idaho, more particularly described as follows:

South ½ of Lot 5, BLK 1, EL RANCHO SUBDIVISION, Mountain Home, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Defendant is hereby awarded 100% of all equity, title and interest to the real property. The Plaintiff shall execute any and all documents necessary to transfer all title, interest and equity in said property to the Defendant.

4. Settlement of Debts.

Plaintiff's Share of Debts. The Plaintiff is hereby ordered to pay the balances presently due and owing on the following and hold the Defendant harmless there from;

- a. Mortgage owed to Wells Fargo for the house and real property located at 4701 NE Rancho Way, Mountain Home, Idaho, in the approximate balance owing of \$153,936.00;
- b. All indebtedness incurred by Plaintiff not other wise allocated since the date of the filing of the Complaint on May 24, 2011.

Defendant's Share of Debts. The Defendant is hereby ordered to pay the balances presently due and owing on the following and hold the Plaintiff harmless there from:

- a. All indebtedness incurred by Defendant not other wise allocated since the date of the filing of the Complaint on May 24, 2011.

Each party shall execute any and all documents that are required to transfer the debt and/or property to facilitate the intent of the Decree.

Any unlisted debt incurred since the date of the filing of the Complaint on May 24, 2011 and/or any debt concealed by either party shall be the separate debt of the person who incurred the debt. The Parties shall hold each other harmless for the debts apportioned to each above, and to indemnify each other against any lawsuit, judgment, award or action which may be brought on any such debt for any reason. Indemnification shall include payment of or reimbursement for attorney fees, costs or judgments rendered in any such action.

DATED this 22nd day of June, 2011.

GEORGE G. HICKS

GEORGE G. HICKS
Magistrate Judge

STATE OF IDAHO)
COUNTY OF ELMORE) ss

I hereby certify that the foregoing instrument is a true and correct copy of the original on file in this office.

July 15 2011
Barbara Steele, CLERK
By [Signature] Deputy

APPROVED AS TO FORM AND CONTENT:

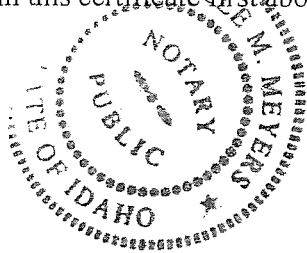
Karen F. Tucker
KAREN F. TUCKER, Plaintiff, Pro Se

Stephen A. Tucker
STEPHEN A. TUCKER, Defendant, Pro Se

STATE OF IDAHO)
: ss.
County of Elmore)

On this 1st day of June, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared KAREN F. TUCKER, known to me to be the person whose name is subscribed to the foregoing 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 in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at: Grand View
Commission expires: 6/11/15

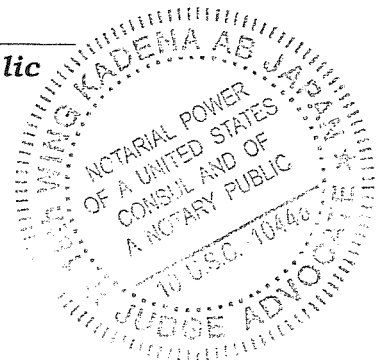
UNITED STATES OF AMERICA)

On this 1st day of June, 2011, before me Judy M. Payne, the undersigned authorized officer, personally appeared STEPHEN A. TUCKER, known to me (or satisfactorily proven) to be serving in or with, or whose duties require his presence with the Armed Forces of the United States, and to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and the undersigned does further certify that she or he is at the date of this certificate a commissioned officer of the rank stated below and is in the active service of the Armed Forces of the United States.

18 WG/JA
KADENA LAW CENTER
KADENA AIR BASE, JAPAN

[Signature]
Signature of Authorized Commissioned Officer / Notary Public

Rank of commissioned officer: E-7/Maj
Command or branch of service to which officer is attached: USAF



08/10/2011
12:59:43

ELMORE COUNTY
INDEX & RECORD A DOCUMENT

Receipt No: 9471053

Received From: KAREN TUCKER

Received on 08/10/2011 In the form of Check No. 1908

Received For	Cost Each	Quantity	Cost
Judgment Divorce	25.00	1	25.00
		Receipt Amount:	<u>25.00</u>

Related Instrument/Case No. 0000422447

Received by: SHELLEY
Authorized by:

for: BARBARA STEELE
County Clerk, Auditor

