

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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DEPARTMENT OF
WATER RESOURCES

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?
61-12060	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Joanne Martinez
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Dennis and/or Christie Cockerham
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- PO Box 633 Glenns Ferry ID 83623
Mailing address City State ZIP
- (208) 366-2486 dcrepair206@centurylink.net
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: 6/4/2014
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: [Signature] Title, if applicable _____ Date 6/19/2014
Signature of new owner/claimant

Signature: [Signature] Title, if applicable _____ Date 6/19/2014
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 07/01/14 Receipt No. C099097 Receipt Amt. \$25⁰⁰

Approved by _____ Processed by _____ Date _____

AFTER RECORDING MAIL TO:

Dennis H. Cockerham and Christie M. Cockerham
206 N. Alton Ave.
Glenns Ferry, ID 83623

**Read and Approved
Please Initial**



DEED

File No.: **207539492 [121-252314] (GM)**

Date: **November 22, 2011**

THIS INDENTURE, Made this **Twenty-seventh day of December, 2011**, between **Shaun Donovan, SECRETARY OF HOUSING AND URBAN DEVELOPMENT His/Her Successors in Office**, Party of the First Part, and **Dennis H. Cockerham and Christie M. Cockerham, husband and wife**, County of **Elmore**, State of **Idaho**, Parties of the Second Part,

WITNESSETH: that said Party of the First Part, for and consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the UNITED STATES OF AMERICA, and other good and valuable considerations, to him in hand paid by the said Parties of the Second Part, the receipt of which 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 the heirs and assigns of the said parties of the Second, forever, the following described premises located in **Elmore County, Idaho**, to wit:

Lot 6, the Southerly 20 feet of Lot 7, Block 34, HAMMERS ADDITION, Glenns Ferry, 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.

Together with 30 feet of Vacated Street adjoining subject property, which attached to said land by operation of law as disclosed in Ordinance No. 327, recorded June 25, 1979, as Instrument No. 185824, records of Elmore County, Idaho.

APN:B0070034006B

Being the same property acquired by the Party of the First Part pursuant to the Provisions of the National Housing Act, as amended (12 USC 1701 ET SEQ.) and the Department of Housing and Urban Development Act (79 STAT. 667).

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and 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 said 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 said Parties of the Second Part, and to the heirs and assigns of the said Parties of the Second Part forever. And the said Party of the First Part, and his successors, the said premises in the quiet and peaceable possession of the said Parties of the Second Part, against the said Party of the First Part, and his successors, and against all and every person whomsoever, lawfully claiming or to claim the same by, through or under him, shall and will warrant and by these presents forever defend.

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JUN 16 1994

Sales Contract

U.S. Department of Housing and Urban Development

DEPARTMENT OF
PROPERTY DISPOSITION RESOURCESOffice of Housing
Federal Housing Commissioner

HUD Case No.

121-252314

1. I (We), **DENNIS H COCKERHAM & CHRISTIE M COCKERHAM**

(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:

206 NORTH ALTON AVE., GLENNS FERRY, ELMORE COUNTY, ID 83623

(street number, street name, unit number, if applicable, city, county, State)

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property containing a covenant which warrants against the acts of the Seller and all other persons, and to prepare a deed in hereina, and to prepare a deed will be taken in the following name(s) and style:

3. The agreed purchase price of the property is

Purchaser has paid \$ _____ as earnest money to be applied to pay the balance of the purchase price, plus or minus prorations, at the time earnest money deposit shall be held by _____

4. ☐ Purchaser is applying for FHA insured financing (☐ 203(b), ☐ 203(k)) down payment of \$ _____ due at closing and the balance of the purchase price by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).☐ Said mortgage involves a repair escrow amounting to \$ _____☒ Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed _____

6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of _____

6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: _____

7. The net amount due Seller is (Purchase price (Item 3) less Items 5 and 6) _____

8. Purchaser is: ☒ owner-occupant (will occupy this property as primary residence) ☐ investor☐ nonprofit organization ☐ public housing agency ☐ other government agency. Discount at closing: _____ %

Discount will reduced by amounts, if any, listed on Line Items 5 and 6.

9. Time is of the essence as to closing. The sale shall close not later than _____ days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or _____

10. If Seller does not accept this offer, Seller ☐ may ☒ may not hold such offer as a back-up to accepted offer.11. Lead based paint addendum ☐ is ☐ is not attached; Other addendum ☐ is ☐ is not attached hereto and made part of this contract

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: _____ Seller's Initials: _____

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands:

(1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign)

DENNIS H COCKERHAM & CHRISTIE M COCKERHAM

Purchaser(s) Address: P.O. BOX 445 KING HILL, ID 83635

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) Phone No:

518-82-9649 & 518-78-7070

Seller: Secretary of Housing and Urban Development

By: (type name & title, & sign)

X

Date Purchaser(s) Signed Contract

11/15/11

Date Contract Accepted by HUD

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)

TRACY REAL ESTATE INC

385 N 3RD EAST MOUNTAIN HOME ID 83847

Broker's EIN or SSN (include hyphens)

82-0290732

Signature of Broker

X

SAMS MAIL

TRCYRE0732

Broker's Phone No.

(208) 587-2070

Type or print the name and phone number of sales person:

This section for HUD use only. Broker notified of:

☐ Acceptance ☐ Back-Up No.
☐ Rejection ☐ Return Earnest Money Deposit

Authorizing Signature & Date

X

Previous editions are obsolete

ref. Handbook 4310.5

form HUD-9548 (1/99)

SUBJECT TO THE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONDITIONS AND RIGHTS APPEARING OF RECORD; AND SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY WOULD SHOW.

IN WITNESS WHEREOF, the undersigned has set his/her hand as a principal and/or Officer of BLB Resources. Management and Marketing contractor of the U.S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2006).

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: _____

STATE)
OF California)
COUNTY OF Orange)

On this _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be Authorized Agent a principal or officer of BLB Resources who executed the foregoing instrument for and on behalf of the Secretary of Housing and Urban Development.

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

Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

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AUG 05 2014
DEPARTMENT OF
WATER RESOURCES