

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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WATER RESOURCES
WESTERN REGION

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?
65-12544	Yes ☐		Yes ☐		Yes ☐
65-9057	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: John S. Alderson and Donna L. Alderson
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Win J. McCracken and Sandra J. McCracken
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

9715 N. Highway 52 Horseshoe Bend ID 83629
Mailing address City State ZIP
208-477-7823 wmac308@gmail.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: 9/20/13

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. X 2
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 65-9057

8. Signature: Win J. McCracken 1/4/14
Signature of new owner/claimant Title, if applicable Date
Signature: Sandra J. McCracken 1/4/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by MJP Date 1/7/14 Receipt No. W041751 Receipt Amt. 50-
Approved by RJ Processed by J. S. Date 6-9-14

Instrument # 294035

EMMETT, GEM, IDAHO
2013-09-20 02:42:43 PM No. of Pages: 2
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
SHELLY TILTON Fee: \$13.00
Ex-Officio Recorder Deputy SStewart
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

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WATER RESOURCES
WESTERN REGION

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

QUITCLAIM DEED

ATEC ORDER NO.: 204442

FOR VALUE RECEIVED,

Sandra McCracken, Spouse of the Grantee

do(es) hereby convey, release, remise and forever quitclaim unto

Winford J. McCracken, Jr. a married man as his sole and separate property

whose current address is: 9715 N. Highway 52, Horseshoe Bend, Idaho 83629

the following described premises:

Tract I:

A tract of land in the SW ¼ of the SE ¼ (Government Lot 2), Section 15, Township 7 North, Range 1 East, B.M., Gem County, Idaho, described as follows:

COMMENCING at the Southwest corner of Section 15, T. 7 N., R.

1 E., B.M.; thence

North 68°16'14" East, a distance of 3533.30 feet to the Northwest corner of the Fred Charters property as described in that certain boundary agreement dated May 29, 1975 and recorded July 7, 1975 as Instrument No. 114019; being a point on the South line of State Highway 52, the REAL POINT OF BEGINNING of the parcel of land to be herein described; thence

South, along the West line of said lands of Charters, 990 feet, more or less, to the mean high water line of the Payette River; thence

Westerly, along said mean high water line, a distance of 208 feet to a point which bears South 990 feet and West 208 feet from the REAL POINT OF BEGINNING; thence

North, along the East line of the John Spencer, et al, property as described in that certain Warranty Deed dated May 28, 1976 and recorded June 8, 1976 as Instrument No. 116803, a distance of 990 feet, more or less, to the South line of said State Highway 52; thence

East along said South line, a distance of 208 feet to the REAL POINT OF BEGINNING.

EXCEPT the following description:

BEGINNING at a point South 42°03' West, 3,213 feet, more or less, from the East quarter corner of said Section 15, said point being on the property line between D.H. Coffield and James G. Little; thence

North 80°06' East, 202 feet, more or less, to a point on the property line between James G. Little and Fred Charters; thence

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whose current address is: 9715 N. Highway 52, Horseshoe Bend, Idaho 83629

the following described premises:

Tract I:

A tract of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ (Government Lot 2), Section 15, Township 7 North, Range 1 East, B.M., Gem County, Idaho, described as follows:

COMMENCING at the Southwest corner of Section 15, T. 7 N., R.

1 E., B.M.; thence

North 68°16'14" East, a distance of 3533.30 feet to the Northwest corner of the Fred Charters property as described in that certain boundary agreement dated May 29, 1975 and recorded July 7, 1975 as Instrument No. 114019; being a point on the South line of State Highway 52, the REAL POINT OF BEGINNING of the parcel of land to be herein described; thence

South, along the West line of said lands of Charters, 990 feet, more or less, to the mean high water line of the Payette River; thence

Westerly, along said mean high water line, a distance of 208 feet to a point which bears South 990 feet and West 208 feet from the REAL POINT OF BEGINNING; thence

North, along the East line of the John Spencer, et al, property as described in that certain Warranty Deed dated May 28, 1976 and recorded June 8, 1976 as Instrument No. 116803, a distance of 990 feet, more or less, to the South line of said State Highway 52; thence

East along said South line, a distance of 208 feet to the REAL POINT OF BEGINNING.

EXCEPT the following description:

BEGINNING at a point South 42°03' West, 3,213 feet, more or less, from the East quarter corner of said Section 15, said point being on the property line between D.H. Cofield and James G. Little; thence

North 80°06' East, 202 feet, more or less, to a point on the property line between James G. Little and Fred Charters; thence

Westerly along said high water mark, 208 feet, more or less, to a point on the Western boundary of the Little property; thence North 0°97' East, 96 feet, more or less, to the REAL POINT OF BEGINNING.

Tract II:

All that portion of the land conveyed to Canyon Canal Co. by Warranty Deed dated July 7, 1905 and recorded July 10, 1905 in Book B of Deeds at Page 317, Instrument No. 4557, records of Gem County, Idaho, lying within the boundaries of the above described real property.

EXCEPT and portion lying within the Montour Valley Acquisition Boundary.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: September 17, 2013

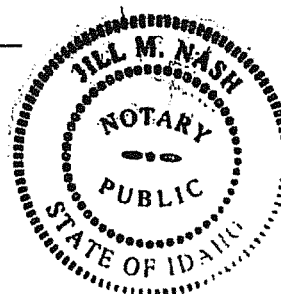
Sandra McCracken
Sandra McCracken

State of Idaho } ss
County of Gem }

On this 18 day of September, 2013, before me, Jill M. Nash, a Notary Public in and for said state, personally appeared ~~John S. Anderson~~ ^{JMN} Sandra McCracken ^{JMN}, 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 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.

Jill M. Nash
Jill M. Nash
Notary Public for the State of Idaho
Residing at: Emmett, ID
Commission Expires: 11/04/2014





ADDENDUM # 5 (All addendums shall be numbered sequentially.)

JULY 2013 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 Date: 08/29/13
2
3 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other
4 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is being
5 used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).
6
7 **AGREEMENT DATED:** 08/23/2013 **ID #** 082313CN
8
9 **ADDRESS:** 9715 N Highway 52, Sweet, ID 83670
10
11 **BUYER(S):** Winnford J McCracken JR.
12
13 **SELLER(S):** John S. Alderson
14
15 The undersigned parties hereby agree as follows:
16 **1.) Closing will be on 09/20/2013**
17 **2.) Buyers will take possession on 09/21/2013 by 1PM.**
18 **End....**

16 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
17 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
18 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
19 is made an integral part of the aforementioned Agreement.

21 **BUYER:** Winnford J McCracken JR. **Date:** 9/18/13
22
23

24 **BUYER:** _____ **Date:** _____
25

26 **SELLER:** John Alderson **Date:** 9-19-13
27
28

29 **SELLER:** _____ **Date:** _____

WATER RESOURCES
WESTERN REGION

THIS MAP IS FURNISHED AS AN ACCOMMODATION, STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THERE OF.