

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 15 2011

DEPT. OF WATER RESOURCES
SOUTHERN 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?
43-10324	Yes ☐		Yes ☐		Yes ☐
43-4004	Yes ☐		Yes ☐		Yes ☐
43-2290	Yes ☐		Yes ☐		Yes ☐
43-188	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Woodrow W. and Dolly Justice

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kevin or Trudy Tracy

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

2262 East 1500 South

Mailing address

Malta,

ID

83342

City

State

ZIP

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: March 14, 2011

6. 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.

7. Signature: Kevin Tracy

Signature of new owner/claimant

Title, if applicable

Date

3/14/11

Signature: Trudy Tracy

Signature of new owner/claimant

Title, if applicable

Date

3/14/11

For IDWR Office Use Only:

Received by

Date

3/21/11

Receipt No.

2031835

Receipt Amt.

\$100.00

Approved by

Processed by

Date

SUPPORT DATA

PERSONAL REPRESENTATIVE'S DEED

#48209

COPY

For Value Received

JACQUENLINE RICHANS, Personal Representative for the ESTATE OF DOLLY E. JUSTICE, also known as DOLLY ELLEN JUSTICE, deceased

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

KEVIN TRACY and TRUDY TRACY, husband and wife as community property with right of survivorship

Mailing Address: 2262 East 1500 South, Malta, ID 83342

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of water resources water right No.'s 43-10324, 43-4004, 43-2290 and 43-188.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2011 and subsequent years.

Assessments levied, or to be levied, by Raft River Ground Water District.

Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Seller, and Richard Kossman, Consumer, dated January 29, 1960 and recorded September 15, 1960 as Instrument No. 208011, records of Cassia County, Idaho, covering the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 13 South Range 27 East of the Boise Meridian.

Lease by and between Richard Kossman and Ella Kossman, husband and wife, Lessors, and the Malta Lions Club Inc., a non-profit corporation, dated March 1, 1961 and recorded March 15, 1961 as Instrument No. 684 on Film No. 3, records of Cassia County, Idaho. (Will be removed upon completion of Item No. 6 of Schedule B - Section 1)

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Alvin Neddo and Rosella Neddo, Consumer, dated February 17, 1988 and recorded April 18, 1988 as Instrument No. 194820 on Film No. 197, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ of Section 6, Township 13 South Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Scott Knudson and Pat Knudson, Consumer, dated August 8, 1990 and recorded July 9, 1991 as Instrument No. 214245 on Film No. 226, records of Cassia County, Idaho, covering the NE $\frac{1}{4}$ of Section 6, Township 13 South Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Dolly Justice, Consumer, dated May 31, 1995 and recorded June 8, 1995 as Instrument No. 237011 on Film No. 266, records of Cassia County, Idaho, covering the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 13 South Range 27 East of the Boise Meridian.

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
4:21:53 pm 03-14-2011
2011-001117
NO. PAGES: 3 FEE: \$16.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: VIKI

Joint Well Agreement by and between Jacqueline Richan, personal Representative of the Estate of Dolly Ellen Justice, and Larry Justice, a married man dealing with his sole and separate property, dated December 21, 2010 and recorded December 23, 2010 as Instrument No. 2010-005924, records of Cassia County, Idaho.

AMENDED Joint Well Agreement, dated January 24, 2011 and recorded January 26, 2011 as Instrument No. 2011-000395, re-recorded February 9, 2011 as Instrument No. 2011-000613, records of Cassia County, Idaho.

Easement For Ingress And Egress by and between Jacqueline Richan, Personal Representative of the Estate of Dolly Ellen Justice, Grantor, and Larry Justice, Grantee, dated December 16, 2010 and recorded December 23, 2010 as Instrument No. 2010-005925, re-recorded February 9, 2011 as Instrument No. 2011-000611, records of Cassia County, Idaho.

Easement To Maintain Well And Water Delivery Pipeline by and between Jacqueline Richan, Personal Representative of the Estate of Dolly Ellen Justice, Grantor, and Larry Justice, Grantee, dated December 16, 2010 and recorded December 23, 2010 as Instrument No. 2010-005926, re-recorded February 9, 2011 as Instrument No. 2011-000612, records of Cassia County, Idaho.

This deed is executed pursuant to Letters Testamentary for the Estate of Dolly E. Justice dated September 7, 2010 and recorded September 27, 2010 as Instrument No. 2010-004582 records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

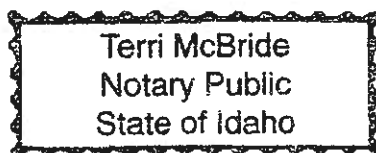
Dated: March 14, 2011

ESTATE OF DOLLY E. JUSTICE, also known
as DOLLY ELLEN JUSTICE

BY: Jacqueline B. Richan
JACQUELINE RICHANS, Personal Representative

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 14th day of March, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacquenline Richans, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Dolly E. Justice, also known as Dolly Ellen Justice, and acknowledged to me that she executed the same as such Personal Representative.



Terri McBride
Notary Public
Residing at: Boise
My Commission expires: 2-5-14

EXHIBIT "A"

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6;
Thence North 60 rods;
Thence West 160 rods;
Thence South 60 rods;
Thence East 160 rods to the Point of Beginning.

Section 6: N $\frac{1}{2}$ SE $\frac{1}{4}$ **SAVE AND EXCEPT** the following described:

Beginning at the East Quarter Corner of Section 6, said corner marked by an iron pipe with brass cap on top; thence South 00°14'00" West along the east line of Section 6 for a distance of 546.00 feet; thence North 71°49'58" West for a distance of 25.18 feet; thence North 48°33'02" West for a distance of 146.07 feet; thence North 54°59'14" West for a distance of 66.37 feet; thence North 62°52'31" West for a distance of 86.26 feet; thence North 52°24'28" West for a distance of 133.02 feet to the Point of Beginning;
Thence South 10°14'44" East for a distance of 94.89 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°45'05" West for a distance of 206.00 feet to a $\frac{1}{2}$ inch rebar;
Thence North 10°14'44" West for a distance of 215.23 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°45'05" East for a distance of 206.00 feet to a $\frac{1}{2}$ inch rebar;
Thence South 10°14'44" East for a distance of 120.34 feet to the Point of Beginning.