

DEV ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
35-13536					

RECEIVED

DEC 01 2009

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) CLEM YANCEY
375 W 150 N
BLACKFOOT, ID 83221

4. New Owner/Claimant(s) LYNN YANCEY
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 373 W 150 N

City, State and ZIP Code BLACKFOOT, IDAHO 83221

New Telephone Number (208) 785-8958 Email: _____

5. Date you acquired the property

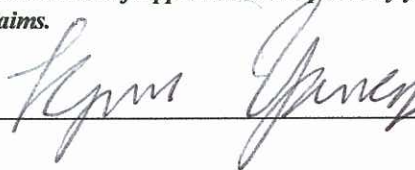
August 9 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by B/MK
 Received by B/MK
 Processed by _____ AJ

 Date 12/3/09
 Date 12/3/09
 Date _____

 Receipt Amt. \$25
 Receipt No. E035486
 WR _____ Date _____

WARRANTY DEED

FOR VALUE RECEIVED CLEM YANCEY and JANICE YANCEY, husband and wife, of 375 West 150 North, Blackfoot, Idaho, the Grantor, does hereby grant, bargain, sell, and convey unto LYNN YANCEY and GINNY YANCEY, husband and wife, of 145 North 365 West, Blackfoot, Idaho 83221, the Grantee, the following described premises to-wit:

Lot 2 of the New Meadows Subdivision, Bingham County, State of Idaho, according to the record plat thereof, located within the following:

Part of the NE ¼ SW ¼ Section 28 Township 2 S., R. 35 E.B.M. Bingham County Idaho.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises is free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 9th day of ^{August} ~~July~~ 2005.

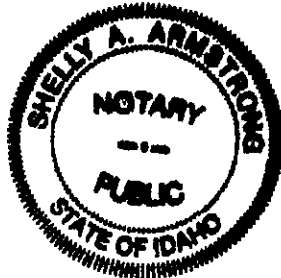
Clem Yancey
CLEM YANCEY

Janice Yancey
JANICE YANCEY

STATE OF IDAHO)
) ss.
County of Bingham)

On this 9 day of August, 2005, before me, the undersigned, a notary public in and for said state, personally appeared CLEM YANCEY and JANICE YANCEY, husband and wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they 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.



My comn exprs:

5.11.11

Shelly A. Armstrong
Notary Public for State of Idaho
Residing at Blackfoot

CONTRACT FOR PURCHASE OF REAL PROPERTY

CLEM YANCEY, and JANICE YANCEY, husband and wife, 375 West 150 North, Blackfoot, Idaho 83221, herein after referred to as "SELLER" and LYNN YANCEY and GINNY YANCEY, husband and wife, of 145 North 365 West, Blackfoot, Idaho 83221, herein after referred to as "BUYER" recite as follows:

WHEREAS, Seller is the owner of Lot 2 in New Meadows Subdivision located in Bingham County, Idaho and wish to sell the same, and

WHEREAS, Buyer desires to purchase Lot 2 of said New Meadows Subdivision, and

NOW, THEREFORE, the parties hereby covenant, contract, and agree as follows:

1. **Description of Property:** The property to be purchased by Buyers and sold by Sellers is located at approximately 143 N 365 W , Blackfoot, Idaho and the legal description is:

Lot 2 of the New Meadows Subdivision, Bingham County, State of Idaho, according to the record plat thereof; located within the following:

Part of the NE 1/4 SW 1/4 Section 28 Township 2 S., R. 35 E.B.M. Bingham County Idaho.

2. **Condition of Property:** The property currently has a duplex built upon it. Buyers have lived in said duplex and are aware of all faults that it may have. Buyers have also inspected the property and accepts it in its current condition.

3. **Purchase Price:** The purchase price for this property is \$136,224.00. This contract will be for thirty (30) years at 4½ % interest, with minimum monthly payments of \$690.00. The first payment under the contract is due on or before September 1st , 2005 and the first of each month thereafter. There will be no penalty for early or additional payments. That with the consent of both parties, the interest rate and/or length of contract can be changed.

4. **Address of the Parties:** The address of the respective parties are set forth in the heading hereto and all notices and payments shall be made to the address indicated above.

5. **Transfer of Title:** Upon the Buyers making all of the payments called for herein, Sellers shall give a Warranty Deed to Buyers guaranteeing clear title to the property.

6. **Default:** In the event of a default, Buyers acknowledges that they have signed a Quit Claim Deed at the time of the closing of this transaction and upon the Buyers default Sellers shall be authorized to record the Quit Claim Deed signed by Buyers and this shall terminate Buyers interest in the property.

In the event of any default under the terms and conditions of this agreement, the defaulting party shall be given written notice in thirty (30) days within which to cure any default. The non-defaulting party shall have all remedies available at law.

7. **Taxes:** All property taxes, fire insurance, utilities, and other expenses will be paid by the Buyers and failure to do so will terminate this contract.

8. **Miscellaneous terms:** Either party may terminate the contract by an early payoff from the Buyers, or by sixty (60) days written demand by Sellers requesting the Buyers obtain other financing for the remaining principal balance.

9. **Document preparation:** The documents related to this transaction are prepared by the Sellers attorney Justin B. Oleson. Buyers are given the opportunity and encouraged to have the paperwork reviewed by an attorney of their choice. Each party shall pay one-half of the costs of the document preparation fees.

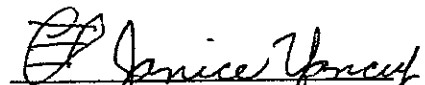
10. **Binding on Heirs:** This agreement shall be binding upon all heirs, administrators and successors of the parties hereto.

11. **Attorney Fees:** Any attorney fees and costs incurred by a party in this agreement, in enforcing its terms and conditions shall be awarded to the prevailing party.

DATED and signed this 16th **day of August 2005.**

SELLERS:

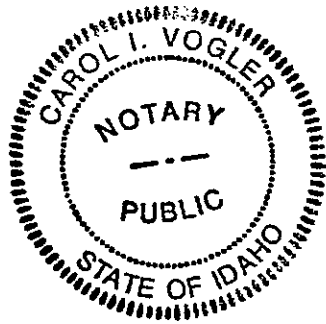

CLEM YANCEY

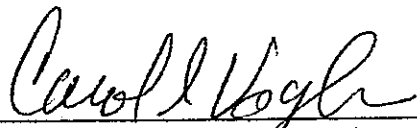

JANICE YANCEY

STATE OF IDAHO)
) ss.
County of Bingham)

On this 10th day of August, 2005, before me, the undersigned, a notary public in and for said state, personally appeared CLEM YANCEY and JANICE YANCEY, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.





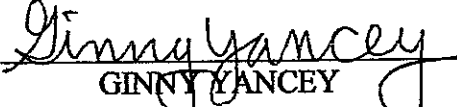
Notary Public for State of Idaho
Residing at Blackfoot

My cmn exprs:

BUYERS



LYNN YANCEY

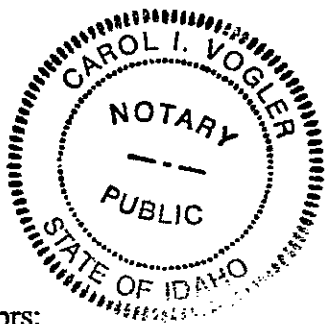


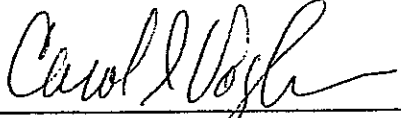
GINNY YANCEY

STATE OF IDAHO)
) ss.
County of Bingham)

On this 10th day of August, 2005, before me, the undersigned, a notary public in and for said state, personally appeared LYNN YANCEY and GINNY YANCEY, husband and wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they 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.





Notary Public for State of Idaho
Residing at Blackfoot

My cmn exprs:

555734

NOTICE OF CONTRACT

CLEM YANCEY and JANICE YANCEY, husband and wife, 375 West 150 North, Blackfoot, Idaho 83221, hereby gives notice that they have sold effective August 1, 2005, pursuant to contract, the following described property to LYNN YANCEY and GINNY YANCEY, husband and wife, 145 North 365

West, Blackfoot, Idaho 83221:

Lot 2 of the New Meadows Subdivision, Bingham County, State of Idaho, according to the record plat thereof; located within the following:

Part of the NE ¼ SW ¼ Section 28 Township 2 S., R. 35 E.B.M. Bingham County Idaho.

DATED AND SIGNED this 10th day of August 2005.

SELLERS

Clem Yancey
CLEM YANCEY

Janice Yancey
JANICE YANCEY

BUYERS

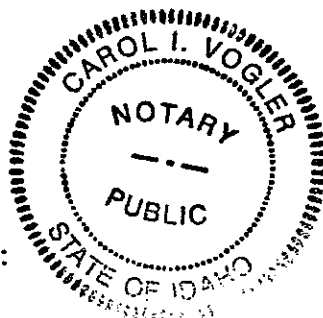
Lynn Yancey
LYNN YANCEY

GINNY YANCEY
GINNY YANCEY

STATE OF IDAHO)
) ss.
County of Bingham)

On this 10th day of August 2005, before me, the undersigned, a notary public in and for said state, personally appeared CLEM YANCEY and JANICE YANCEY, husband and wife, and LYNN YANCEY and GINNY YANCEY, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



My cmn exprs:

Carol I. Vogler
Notary Public for State of Idaho
Residing at Blackfoot

555734

RECORDED AT THE REQUEST OF
375 W. 150 N.
2005 AUG 10 AM 9:23
FEE \$2.00 DEP \$2.00
BINGHAM COUNTY CLERK
BLACKFOOT, IDAHO

NEW COR SEC 28
ALUM. CAP
CPAF INST. NO.
308995

NEW MEADOWS
PART OF
THE NE 1/4 OF THE SW 1/4 OF
SECTION 28, T. 2 S., R. 35 E.B.M.
BINGHAM COUNTY, IDAHO

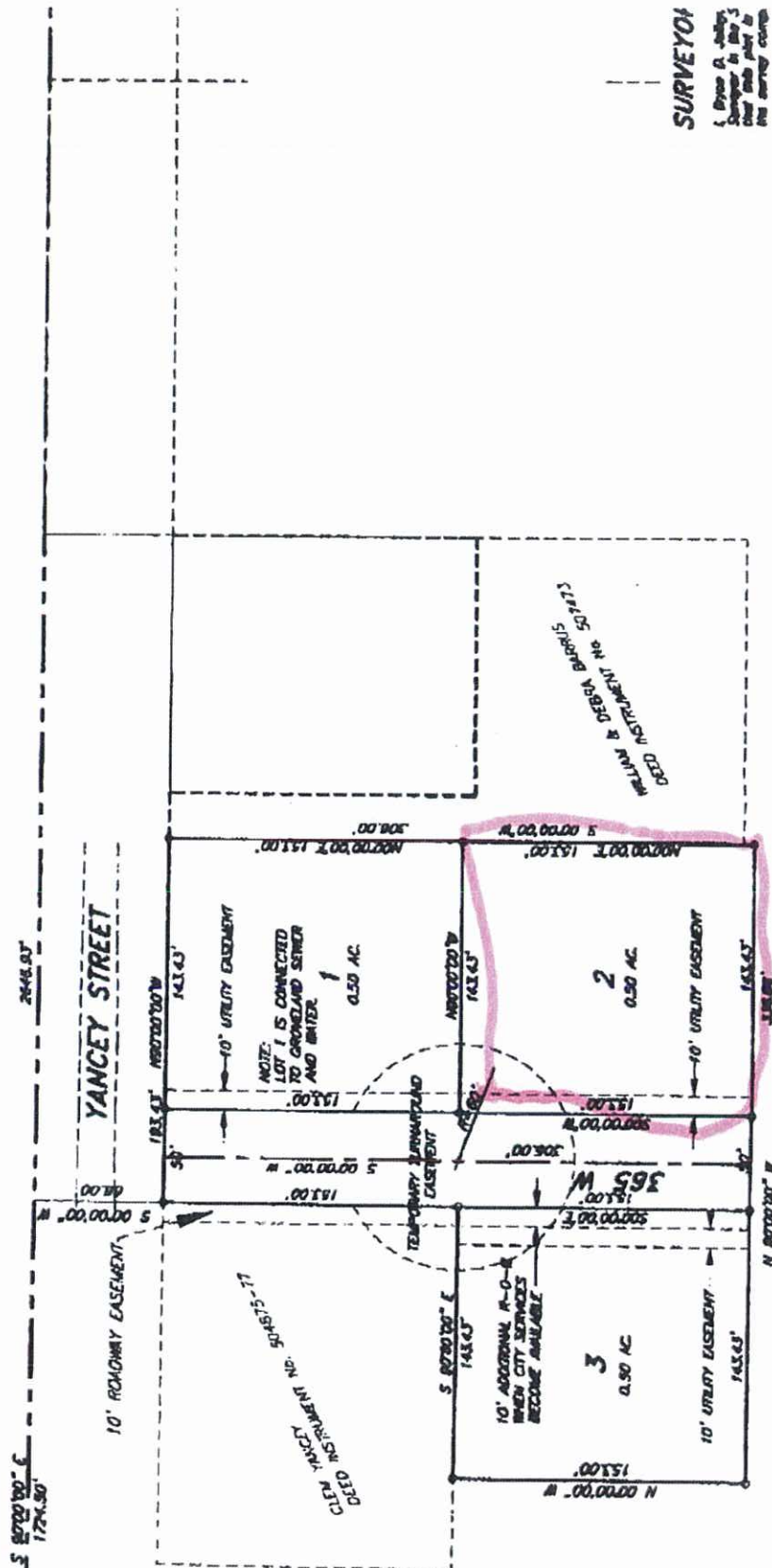
BOUNDARY DESCRIPTION

Port of the NE 1/4 SW 1/4 Section 28 Township 2 S. R. 25 E. 24M Big Horn County Idaho
described as:

Commencing at the W 1/4 corner of said Section 23 and thence S 80°00'00" E 1294.50 feet along the east west center section line and the north line of Tenney Street; thence S 80°00'00" W 68.00 feet to the north line of Tenney Street taking the Point of Beginning and running thence N 80°00'00" E 143.43 feet along the north line of Tenney Street; thence S 80°00'00" W 304.00 feet; thence N 80°00'00" W 138.86 feet; thence N 00°00'00" W 151.00 feet; thence S 80°00'00" E 143.43 feet; thence N 00°00'00" E 153.00 feet to said north right-of-way line and the Point of Beginning.

Parcel contains 1.88 acres more or less.

W 1/4 COR SEC 28E
ALUM. CAP
CP&F INST. NO.
239J14



SURVEY

1. The first step is to identify the problem or question that needs to be answered.

Received Time Jun. 30. 8:03AM

WARRANTY DEED

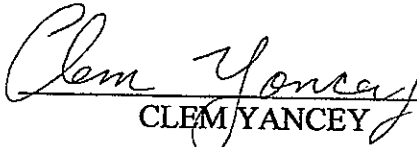
FOR VALUE RECEIVED CLEM YANCEY and JANICE YANCEY, husband and wife, of 375 West 150 North, Blackfoot, Idaho, the Grantor, does hereby grant, bargain, sell, and convey unto LYNN YANCEY and GINNY YANCEY, husband and wife, of 145 North 365 West, Blackfoot, Idaho 83221, the Grantee, the following described premises to-wit:

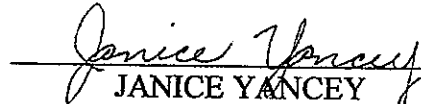
Lot 2 of the New Meadows Subdivision, Bingham County, State of Idaho, according to the record plat thereof, located within the following:

Part of the NE ¼ SW ¼ Section 28 Township 2 S., R. 35 E.B.M. Bingham County Idaho.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises is free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

DATED and signed this 9th day of ^{August} ~~July~~ 2005.

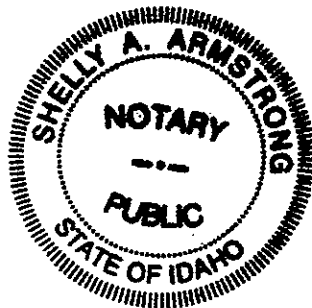

CLEM YANCEY


JANICE YANCEY

STATE OF IDAHO)
) ss.
County of Bingham)

On this 9 day of August, 2005, before me, the undersigned, a notary public in and for said state, personally appeared CLEM YANCEY and JANICE YANCEY, husband and wife, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they 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.




Notary Public for State of Idaho
Residing at Blackfoot

My cmn exprs: 5.11.11



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

March 31, 2010

2nd Request

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Lynn Yancey
373 W 150 N
Blackfoot ID 83221

RE: Change in Ownership Water Right No. 35-13536

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. Our letter dated December 10, 2009 (copy enclosed) remains unanswered. The information required is indicated below:

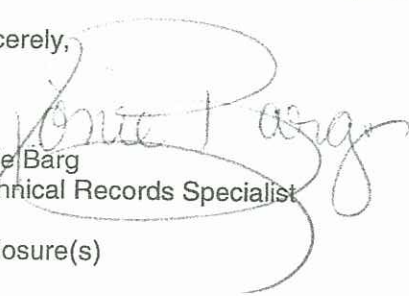
**** Evidence of Ownership 'recorded' copy of Warranty Deed or other legal documentation indicating your ownership for the above listed water right.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,


Jonie Barg
Technical Records Specialist

Enclosure(s)

RECEIVED

AUG 13 2010

Department of Water Resources
Eastern Region