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

RECEIVED

NOV 09 2001

Department of Water Resources
Eastern Region

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
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<u>A29-02424B</u>					
<u>29-11509</u>	<u>AD-155000</u>	<u>FEB 25 2000</u>	<u>DUB</u>		

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **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)

Linda Tracy

4. New Owner/Claimant(s)

AVA M. TRACY & Robert R. Tracy

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

2715 So. Old Hwy 91

City, State and ZIP Code

McCammon Id. 83250

New Telephone Number

208 775 3756

5. Date you acquired the property

1984

Signature

Robert R. Tracy

MICROFILMED

NOV 21 2001

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION

This offer supercedes all other offers.

Robert R. Tracy, a married man

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereir

Inkom

County of Bannock

State of Idaho, commonly known as 6 miles South of Inkom

legally described as: 5 acre portion of Section 14 Township 8 Range 36 as per sur

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Twenty Five Thousand and no/100

DOLLARS (\$ 25,000.00) payable as follows:

A. Earnest Money Transferred from offer of Sept. 27, 1984

(a) Buyer hereby deposits and a receipt is hereby acknowledged of One Hundred Dollars (\$ 100.00)

evidenced by: ☒ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or _____ paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Act one Trust Account for the benefit of the parties hereto, and James Cooper (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$5000 Down Pmt. Purchaser to execute a note secured by a First Deed of Trust on the property in favor of the Seller for the balance of \$20,000., payable at \$286.96 or more per mo. including interest at 12% per annum with balance due 5 years from date of note or upon sale or transfer of property. Buyer and Seller to each pay 1/2 of escrow set up fee. Buyer to pay check disbursement. Buyer and Seller to pay remaining respective closing costs.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of January 9, 1985

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: N/A

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Pioneer Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Pioneer Title Company James Cooper is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be Feb. 1, 1985

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before Closing, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of closing except as follows:

N/A

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: Seller to provide and pay for survey and legal description. Water rights and shares to remain with said property. Subject to buyer being able to obtain building permit. 20.8 acre feet of irrigation water rights from the Portneuf River.

9. The following items of property now on the premises are specifically excluded from the sale: N/A

The following items of personal property are specifically included in the sale: N/A

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: _____

Selling Agency: MICROFILMS

743755

WARRANTY DEED

FOR VALUE RECEIVED

DON NOBLE and NORMA L. NOBLE
Husband and wife

The Grantors do hereby grant, bargain, sell and convey unto

ROBERT R. TRACY and LINDA D. TRACY
Husband and wifeThe GranteeS, whose address is 1728 N. 750 W.
Harrisville, Utah

the following described premises, to-wit:

A tract of land situated in the N1/2 SE1/4 Section 14, Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho and more particularly described as follows:

Commencing at the SW corner (CS 1/16) of said N1/2 SE1/4, thence S. 89°44' E., along the South boundary of said N1/2 SE1/4 a distance of 1454.34 ft. to the POINT OF BEGINNING.

thence N. 1°28' E., along the Westerly right of way of the Bannock County Highway a distance of 300.84 ft.; thence N. 89°27'12" W., a distance of 709.78 ft. to the centerline of the Portneuf River; thence S. 5°15' W., along the centerline of said Portneuf river a distance of 305.40 ft.; thence S 89°44' E., along the South boundary of said N1/2 SE1/4 a distance of 730.00 ft. to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GranteeS, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee S, that they are the owner sin fee simple of said premises; that said premises are free from all encumbrances except matters of public record

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 1, 1985

Don Noble

Norma R. Noble

STATE OF IDAHO, COUNTY OF Ba-nock

On this 5th day of February, 1985, before me, a notary public in and for said State, personally appeared

NOTARY SEAL

Don Noble and Norma R. Noble

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at Pocatello, Idaho
Comm. Expires life

S. BANNOCK COUNTY OF

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of

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Mail to:

NO. 743755

PIONEER TITLE CO.

'85 FEB -6 P4:38

BANNOCK COUNTY
LARS E. W. DEPU
FEE 2.00

grantee

PIONEER TITLE COMPANY
OF BANNOCK COUNTY
Pocatello, Idaho - 208-233-9595

David E. Alexander
 RACINE, OLSON, NYE, COOPER
 & BUDGE, CHARTERED
 P. O. Box 1391/Center Plaza
 Pocatello, Idaho 83204-1391
 Telephone: (208) 232-6101

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

LINDA DAVIS TRACY,

Plaintiff,

V.

ROBERT REED TRACY,

Defendant.

Case No. D-98654

MINUTE ENTRY

The Plaintiff appearing in person and the Defendant not appearing in person and his default having been entered, proof was submitted in support of the allegations of Plaintiff's Complaint, and it was ordered that a Judgment and Decree of Divorce be granted to Plaintiff in accordance with the prayer of her Complaint.

DATED this 2 day of August, 1993.

R. Ted Israel
R. TED ISRAEL, DISTRICT MAGISTRATE

MINUTE ENTRY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
_____) Water Right 29-11509

NAME AND ADDRESS: LINDA D TRACY
ROBERT R TRACY
2715 S OLD HWY 91
MC CAMMON, ID 83250

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/01/1985

POINT OF DIVERSION: T08S R36E S14 NWSE Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Stockwater	01-01 TO 12-31	0.02 CFS
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

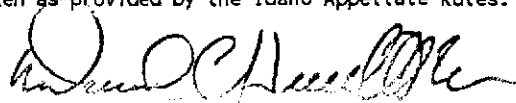
PLACE OF USE:	Stockwater		Within Bannock County
	T08S R36E S14	NWSE	
	Domestic		Within Bannock County
	T08S R36E S14	NWSE	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Daniel C. Hurlbutt, JR.
Presiding Judge
Snake River Basin Adjudication

UNRECORDED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 23, 2002

AVA M TRACY
ROBERT R TRACY
2715 S OLD HWY 91
MC CAMMON ID 83250

RE: Change of Ownership for Water Right 29-11509

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is the receipt for the filing fee you paid.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:dg

Enclosure

MICROFILMED

AUG 25 2002