

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

RECEIVED

MAR 21 2006

DEPARTMENT OF
WATER RESOURCES

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
	69-7808				

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) TED & LARLEE HOBART (HOBART IN IDWR RECORD)
3113 COUNCIL-CUTRUM RD., COUNCIL, ID 83612

4. New Owner/Claimant(s) BETTY HILD MARY HILD
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address 182 FLORENCE ST.

City, State and ZIP Code NAMPA, ID 83686

New Telephone Number (208) 461-1493

5. Date you acquired the property 1 AUG 05

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7.

Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

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.

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

THIS DOCUMENT IS ISSUED IN DUPLICATE OF WHICH EACH IS AN ORIGINAL.

TIMBERLINE TITLE & ESCROW, INC.
204 Illinois Avenue, P.O. Box 6
Council, Idaho 83612
Phone (208)253-6886 Fax (208)253-6887

COPY

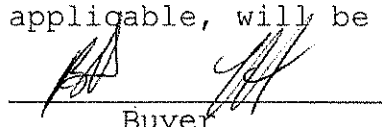
ESCROW CLOSING INSTRUCTIONS #05-632

BUYER: BRAD HILD and MARY HILD, husband and wife, as to an undivided 4/24 interest

SELLER: NORMA LAREE PROBART, as Surviving Trustee of THE ADRIAN WILLIAM PROBART AND NORMA LAREE PROBART REVOCABLE TRUST DATED FEBRUARY 20, 1995, as to an undivided 4/24 interest

RE: 3113 Council-Cuprum Road, Council, ID 83612

Please close this transaction based on the following information:

1. TOTAL PURCHASE PRICE: \$100,000.00 DOWN PAYMENT: \$50,000.00 IN CASH (including \$1,000.00 earnest money) due at closing on AUGUST 1, 2005.
2. EARNEST MONEY: \$1,000.00 GIVEN TO: TIMBERLINE TITLE & ESCROW, INC.
3. Order Title Insurance from TIMBERLINE TITLE & ESCROW, INC. with the policy amount to be \$100,000.00. The Seller will pay for standard owners' title insurance premium. Buyer accepts title commitment subject to standard exceptions #1 - #6 and printed exceptions #7(2005 Taxes) - #12. Any extended and/or lender's policy, if applicable, will be responsibility of Buyer.

Buyer
4. Order: WARRANTY DEED, DEED OF TRUST & NOTE filled in by TIMBERLINE TITLE & ESCROW, INC. with the loan amount to be \$50,000.00, interest at 6.000% per annum, beginning on AUGUST 1, 2005 with payments of \$300.00 to be paid each consecutive month beginning on SEPTEMBER 1, 2005. AN ADDITIONAL PAYMENT OF \$25,000.00 DUE ONE YEAR FROM DATE OF CLOSING. THE ENTIRE BALANCE IS TO BE DUE TWO YEARS FROM DATE OF CLOSING. NO PREPAYMENT PENALTY.
5. Escrow Collection to be held by TIMBERLINE TITLE & ESCROW, INC. whose address is 204 Illinois Ave., P.O. Box 6, Council, ID 83612. Collection fee to be paid by: Seller (\$4.50/Payment)
6. Cost to be paid as follows: Legal Fees: n/a Assumption Fee: n/a Survey: n/a Closing Costs: Seller Escrow filing: Seller Recording: Seller
7. Prorate taxes based on 2004 taxes. Prorate taxes as of AUGUST 1, 2005. Due to proration of taxes, Buyer shall be responsible for taxes for year 2005 when due in December, 2005. Closing Agent shall not be responsible for any tax categorical changes or increase/decrease in taxes as a result of this transaction. BUYER IS TO BE AWARE PARCEL #RP18N03W149800A CURRENTLY HAS A CATEGORY 7 BARE FORESTLAND EXEMPTION ON IT, BUYER MAY APPLY

FOR SAME AT THE OFFICE OF THE ADAMS COUNTY ASSESSOR. BUYER IS TO BE AWARE PARCEL #LR18N03W149802A CURRENTLY HAS A HOMEOWNER'S EXEMPTION ON IT. IF PROPERTY IS TO BE PRIMARY RESIDENCE, BUYER MAY APPLY FOR SAME AT THE OFFICE OF THE ADAMS COUNTY ASSESSOR.

PROPERTY is being purchased "as is."

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: as agreed outside of closing

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

POSSESSION to occur upon closing. For the purpose of this transaction, 'closing' shall be defined as upon recordation of appropriate documents and availability of closing funds for disbursement.

8. Is this property rented at the current time? No
Rent amount? \$ _____ Paid from _____ to _____
Is there a deposit to be transferred to Buyer? _____ \$ _____

9. TIMBERLINE TITLE & ESCROW, INC. does not search for water rights that are not recorded documents in Adams County. We can help transfer the permits if one exists and is presented to us prior to closing, otherwise Buyer and Seller agree to hold Closer harmless of all liability and will transfer the rights outside of closing themselves if any exist. The same shall pertain to any/all mineral and timber rights not of record or those not presented prior to closing.

10. Has any repair work or construction been completed or begun within the last three months? No

If yes, has everything been paid in full? _____

Any outstanding bills must be presented for payment from closing, paid receipts must be presented along with lien waivers from the contractor.

11. Buyer and Seller hereby agree that all contingencies on earnest money agreement have been completed.

Buyer Seller

12. When all documents have been signed and you have received all necessary funds, you are authorized to record the necessary instruments (Warranty Deed & Deed of Trust), have the title policy issued, and disburse the funds collected in accordance with the closing-settlement statement.

This escrow may be terminated and all papers and money returned to BUYER and SELLER only upon written authorization to you by both buyer and seller or their authorized agents. Any expenses incurred by the escrow agent prior to actual closing may be deducted prior to actual cancellation and termination. If a controversy arises between the parties hereto, or with any third party, the escrow holder shall not be required to arbitrate or determine the outcome, but may hold funds and papers until such controversy is fully settled and the escrow-closing agent shall be held harmless from any damages or interest. All parties agree to reimburse and indemnify Timberline Title & Escrow, Inc. for all attorney fees, court costs, or other expenses incurred as a result of problem.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that Timberline Title & Escrow, Inc. is not licensed to practice law and no legal advice has been offered by Timberline Title & Escrow, Inc. or any of its employees. I have been further informed that Timberline Title & Escrow, Inc. is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments

utilized, and that it has not done so. I have not been referred by Timberline Title & Escrow, Inc. to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a part, if prepared by Timberline Title & Escrow, Inc., have been prepared under the directions of my attorney or myself, and particularly declare that copying legal descriptions from title reports onto forms of deed, etc. or reforming of legal descriptions or agreements is, or will be solely at my discretion or request.

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Exchange" or the like are attached to these instructions and one or more of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

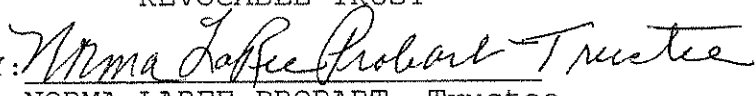
Timberline Title & Escrow, Inc. has used reasonable commercial efforts to determine that the depository bank and other commercial vendors selected by Timberline Title & Escrow, Inc. are capable of processing transactions without errors due to date field related computer processing errors, including without limitations, "Year 2000" errors. However, Timberline Title & Escrow, Inc. expressly disclaims any liability resulting from date field related computer processing errors, including without limitation, "Year 2000" errors, of third parties upon whom Timberline Title & Escrow, Inc. depends in processing escrows and/or title and over which Timberline Title & Escrow, Inc. has no control.

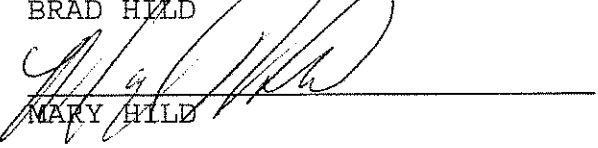
I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

BUYER:

SELLER: THE ADRIAN WILLIAM PROBART
AND NORMA LAREE PROBART
REVOCABLE TRUST


BRAD HILD

BY: 
NORMA LAREE PROBART, Trustee


MARY HILD

Address: 132 South Florence St
Nampa, ID 83686

Address: 3113 Council-Cuprum Rd
Council, ID 83612

Tel: (208) 461-1493

Tel: (208) 258-4321

Broker:


RE/MAX TRI-CITIES

Date: _____

Date: _____