

AUG 18 2021

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-7447 ✓	Yes ☒	Yes ☒		Yes ☐	Yes ☐
15-7480	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bryan Van Bebber and Tori Van Bebber

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Stetson Sid Jorgensen and Kellie Brianne Collier

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

P.O. Box 223

Hereford

TX

79045

Mailing address

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: August __, 2021
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
- o \$25 per *undivided* water right.
- o \$100 per *split* water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ Date: 8/12/2021

Signature of new owner/claimant

Title, if applicable

Date

Stetson Sid Jorgensen

Print name

DocuSigned by:

Kellie Brianne Collier

Signature of new owner/claimant

Title, if applicable

Date

Kellie Brianne Collier

Print name

Received by: KU Date: 8-18-21 Receipt No. C110770 Receipt Amt. \$100 -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 reserved? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by dh Date 8/30/2021

For IDWR Office Use Only:

161940

Microfilm No. 161940
13 Day Aug 20 21
At 03 00 O'clock PM
[Signature]
Oneida Co. Recorder
Fee \$ 15.00 Deputy
Recorded at Request of
Northern Title Company- Malad



Order Number: 21417187

Warranty Deed

For value received,

Bryan N Vanbebber and Tori A Vanbebber, husband and wife, as community property with right of survivorship

the grantor, does hereby grant, bargain, sell, and convey unto

Stetson Sid Jorgensen, a single man, and Kellie Brianne Collier, a single woman

whose current address is P.O. Box 233 Hereford, TX 79045

the grantee, the following described premises, in Oneida County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 21417187

Warranty Deed - Page 1 of 3

Dated: August 12, 2021

Bryan N Vanbebber
Bryan N Vanbebber

Tori A Vanbebber
Tori A Vanbebber

State of Idaho, County of Oneida, ss.

On this 13 day of August in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan N Vanbebber and Tori A Vanbebber, 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 the same.

Kristal Talbot
Notary Public

Residing In: Malad, ID

My Commission Expires: 7/6/27
(seal)

Kristal Talbot
COMM. # 20213106
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXP. 07/06/2027

EXHIBIT "A"

LOT 2 of Flyin V Subdivision recorded in Oneida County Recorder's office on August 9, 2021 under instrument number 161912.

Subject to a Joint Well Agreement recorded October 23, 2018 under instrument number 157197

Subject to an Easement and Right of Way Agreement recorded October 23, 2018 under instrument number 157198

**JOINT WELL ACCESS AND EASEMENT AGREEMENT AND ROAD
MAINTENANCE AND ACCESS AGREEMENT**

THIS AGREEMENT ("Agreement") is made on this 17 day of August, 2021, by and between BRYAN and TORI VANBEBBER are the respective owners of property attached as Exhibit A which represents parcels they own and the subdivided parcel owners by VanBebbers. The purchaser of Parcel 2 is STETSON JORGENSEN.

RECITALS

WHEREAS, Bryan and Tori VanBebber are the owners of the property divided in Exhibit A; and

WHEREAS, Exhibit A, Parcel 1 is owed by Bryan and Tori VanBebber; and

WHEREAS, Bryan and Tori VanBebber are selling Parcel 2 of Exhibit A to Stetson Jorgensen; and

WHEREAS, legal descriptions for all property are attached hereto as Exhibit A; and

WHEREAS, the property located on Exhibit A, Parcel 1, has a Well with adequate irrigation water for all property located on Exhibit A said Well location on the property of Don W. Tubbs and Carleen C. Tubbs; and

WHEREAS, Bryan and Tori VanBebber have an easement and joint well agreement with Don W. Tubbs and Carleen C. Tubbs; and

WHEREAS, the parties desire to be able to service all three (3) parcels of the property by one Well and to insure access use, and appropriate maintenance for the Well; and

WHEREAS, there is a right-of-way easement depicted on Exhibit A that will be a common private easement for access and egress and ingress to all parcels on Exhibit A for use and maintenance of mainline and access to the Well; and

WHEREAS, all owners desire to have in place appropriate maintenance for the Well and easement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. * Confirmation of Interest in Well.

VANBEBBERS and JORGENSEN hereby agree and confirm that each lot in Exhibit A has an undivided one-half (½) total interest in the Tubbs' Well. Parcel 1 shall have one-half (½) of

JOINT WELL ACCESS AND EASEMENT AGREEMENT - 1

Microfilm No. 161941
13 Day Aug 20 21
 At 03 05 O'clock PM
[Signature]
 Oneida Co. Recorder
 Fee \$ 28.00 Deputy
 Recorded at Request of
Northern Title Company - Malad

VanBebbers' interest or a total of one-fourth ($\frac{1}{4}$) of the water and well interest. Jorgensen will have a one-fourth ($\frac{1}{4}$) interest in the Tubbs' Well and water located on property of Don W. Tubbs and Carleen Tubbs shown on Exhibit A and the property identified in Exhibit A can and will be used in service by the Well that is located on the property identified in Exhibit A. Further, the Parties acknowledge a grant of easement from the Well to all the owners to allow an irrigation main line to be put in place to service all the lots of VanBebbers and Jorgensen (Parcels 1 and 2).

2. Costs and Maintenance.

The two (2) lots serviced by this Well located on the Tubbs' property of Exhibit A will be owned in one-half ($\frac{1}{2}$) by VanBebbers and one-half ($\frac{1}{2}$) by Stetson Jorgensen representing each lot serviced by the Well. In return for the unrestricted access, each lot owner in Exhibit A will be responsible for one-half ($\frac{1}{2}$) of pumping cost and Well maintenance cost. Failure to pay within 30 days of the bill being sent will result in a lien being placed on the non paying entity's property. It shall not be necessary to file any legal action before the filing of the lien. (Parties acknowledge that VanBebbers are the dividing their 40 acres in half and dividing the water in half. The Well currently services 80 acres. Tubbs have 40 acres and one-half ($\frac{1}{2}$) water and VanBebbers have 40 acres and one-half ($\frac{1}{2}$) water. Going forward, VanBebbers will have 20 acres with one-fourth ($\frac{1}{4}$) water and Jorgensen will have 20 acres with one-fourth ($\frac{1}{4}$) water.)

3. Access.

All parties who are beneficiaries of this Agreement by virtue of having one-half ($\frac{1}{2}$) ownership in the lots will have reasonable access across the property identified in Exhibit A for purposes necessary to install and maintain reasonable hook ups, water lines and to repair and maintain such lines in the event that property in Exhibit A is sold to a third person, that person takes subject to this Agreement and the rights of all parties identified in this Agreement. The approval of all parties shall be required prior to moving the location of the line, Well or other fixtures, however all parties agree to cooperate in good faith with any relocation to better utilize the property where the Well is currently located, either now or in the future provided the cost for any relocation if paid will be paid by the person requesting the relocation or other owners of the property where the Well is located, which in this case will be the owners of the lots identified in Exhibit A. Any relocation required because of necessity, such as in connection with a new Well or other circumstances which preclude access to culinary water to the lots in Exhibit A will only be permitted if the cost is born between the respective property owners. In the event, to the extent reasonably practical water lines should be located so as to not unreasonably interfere with usefulness of the property where the Well is located and located in the roadway easement. Any damage caused to either property in connection to the maintenance will be paid for by the party causing such damage or restoration of the property back to approximately the same condition it was in prior to such access and repair, including, but not limited to the fill of trenches and replacement of other ground cover.

4. Easement to Run With the Land.

VanBebbers hereby reserve the easement described in Exhibit A over Parcel 2 as a 30 foot irrigation and access easement. The easement shall run with the land. The rights and obligations

created herein are intended to run with the land and are not personal or individual to the individuals executing this Agreement. Accordingly, the property where the Well is located should be deemed the subservient tenant where the property upon which the easement for which the water line is granted, and shall have an easement to provide access to the Well for all purposes consistent with this Agreement, including ingress and egress and reasonable maintenance and an easement for purposes of the water line for maintaining the line, including any machinery necessary for such maintenance.

5. Not a Public Dedication.

Nothing in this Agreement shall be deemed to be a gift or a dedication of any portion of the property identified in Exhibit A to the general public for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein. No rights are created by this Agreement in favor of any person other than the parties to this Agreement and their respective successors and assigns, other than those rights referred to by reference as related to properties in Exhibit A. Further, this Agreement is to be recorded in the Oneida County, Idaho, recorder's office.

6. Road Easement and Maintenance.

VanBebbers reserve an easement for pile line irrigation and maintenance as described in Exhibit A over Parcel 2.

7. Liens.

The cost for the Joint use of the Well, the road, and the utility easements will be born as set forth in this Agreement. The property owners to this Agreement who are benefitted and burdened by this Agreement agree that failing to pay their respective one-fourth (¼) interest for the respective lot allocations will result in a lien for the amount of the services for such maintenance use or cost per water as incurred. This lien will be against the property and all lots, and owners agree that the lien can be recorded without the necessity of further Judicial action to insure that the property that receives the benefit of the use of the Well and the Road are also appropriately burdened by the cost shared and born under this Agreement. If it is necessary to incur attorney fees to enforce any cost for maintenance or cost associated with this joint Well Agreement, the person who failed to pay for those services for the Well or road will be responsible to pay all appropriate attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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[SIGNATURES ON FOLLOWING PAGE]

//

VANBEBBERS

By Bryan VanBebber 8/13/2021
BRYAN N. VANBEBBER DATED

By Tori VanBebber 8/13/2021
TORI A. VANBEBBER DATED

JORGENSEN

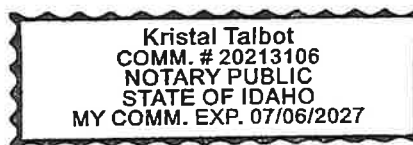
By Justin Olsen 8/12/2021
JUSTIN O. JORGENSEN DATED

STATE OF ID)
) : ss
 County of Oneida)

On this 13 day of August, 2021, before me, a Notary Public for the State of Idaho, personally appeared **BRYANN. VANBEBBER** and **TORIA. VANBEBBER**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

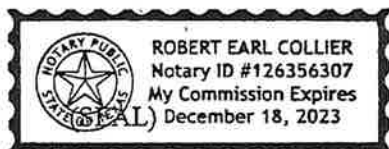
(SEAL)

[Signature]
 NOTARY PUBLIC FOR _____
 Residing at: _____
 My Commission Expires: _____



STATE OF Texas)
) : ss
 County of Deaf Smith)

On this 12 day of August, 2021, before me, a Notary Public for the State of Idaho, personally appeared **STETSON JORGENSEN**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
 NOTARY PUBLIC FOR Texas
 Residing at: _____
 My Commission Expires: _____

12/18/2023

1 5 8 2 4 5

Exhibit "A"

A parcel of land located in the Northeast quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Beginning at the Northeast corner of said Section 1, from which the North quarter corner bears North 89° 45' 43" West 2647.00 feet;
Thence South 00° 05' 22" East 1296.46 feet along the East line of said Section 1 to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 13173", the True Point of Beginning;
Thence continuing South 00° 05' 22" East 805.90 feet along said East line:
Thence South 89° 54' 38" West 525.00 feet;
Thence South 00° 05' 22" East 250.00 feet;
Thence North 89° 54' 38" East 525.00 feet to a point on the said East line of Section 1;
Thence South 00° 05' 22" East 280.00 feet along said East line to the East Quarter corner of said Section 1;
Thence North 89° 41' 58" West 1318.27 feet along the latitudinal centerline of said Section 1 to a 5/8" rebar with cap set at the Southwest Corner of the Southeast Quarter of the said Northeast Quarter (SE¼NE¼) of section 1;
Thence North 00° 12' 13" West 1324.48 feet along the West line of the said SE¼NE¼ and its extension to a 5/8" rebar with cap;
Thence North 89° 48' 14" East 1320.88 feet to the True Point of Beginning.

Subject to the Publics Right of Way on 3100 West Street.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

August 31, 2021

Gary Spackman
Director

STETSON SID JORGENSEN
KELLIE BRIANNE COLLIER
PO BOX 223
HEREFORD TX 79045-0223

Re: Change in Water Right Ownership: 15-7447 (Split into 15-7447 and **15-7480**)

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink that reads "Debbi Judd". The signature is fluid and cursive, with the first name "Debbi" and last name "Judd" clearly visible.

Debbi Judd

Technical Records Specialist

Enclosures

c: BRYAN VAN BEBBER
TORI VAN BEBBER
D L EVANS BANK