

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

84665

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Spencer Hildreth and Theda B. Hildreth

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

JAN 19 2021

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

ORIGINAL

Name of Applicant(s) Spencer Hildreth and Theda B. Hildreth Phone 208-233-6256
 Mailing address 4073 N Lower Road, Pocatello, ID 83204 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
 Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
 OR
☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
 OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Spencer Hildreth
 Signature of Applicant or Authorized Representative

 Print Name and Title if applicable

1-14-2021
 Date

Theda B. Hildreth
 Signature of Applicant or Authorized Representative

 Print Name and Title if applicable

1-14-2021
 Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
 If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
 This transfer changes the point of diversion and place of use for water rights 29-2285 and 29-4227. The point of diversion will now be described to the 40-acre tract and will reflect the replacement irrigation well. The rights will be combined onto a 30.2-acre place of use. The domestic portion of the right is being split off in an ownership change.

JB 1/19/2021 \$575.- E046570 Page 2 \$500.- for this app.

84665

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-2285	0.52 / 104	Irrigation	4/1 to 10/31	Ground Water
☒ ☐	29-4227	0.10 / 16.8	Irrigation	4/1 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.62 cfs and/or 120.8 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.62 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NW	NE	17	07S	35E	Bannock	Ground Water	D0032001

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	35E	17		9.6	16.2					4.4									30.2
Total Acres (for irrigation use)																			30.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

One irrigation well provides water to all irrigated acres. System could be equipped with a flow meter if required in the future.

- b. Who owns the property at the point(s) of diversion? Applicants

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A Water rights are remaining on property.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: Water rights authorize 30.2 acres of irrigation. Proposed place of use will cover 30.2 acres.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: There are domestic rights on the farm, but no other irrigation rights.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.
 Received by M. Pettis Date 1-13-21 Preliminary check by _____ Date _____
 Fee paid \$500.00 Date 1-13-21 Receipted by M. Pettis Receipt # E046561
 Add'l fee paid _____ Date _____ Receipted by _____ Receipt # _____
 Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/12/2021

Water Right 29-2285

Owner Type **Name and Address**
Current Owner EDNA M HILDRETH
8424 W HILDRETH RD
POCATELLO, ID 83204

Current Owner HOWARD B HILDRETH
8424 W HILDRETH RD
POCATELLO, ID 83204

Priority Date: 7/13/1949

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.520 CFS	104.0 AF
DOMESTIC	01/01	12/31	0.040 CFS	
	<u>Total Diversion</u>		0.520 CFS	104.0 AF

Source and Point(s) of Diversion

GROUND WATER	SEWNWE	Sec. 17, Twp 07S, Rge 35E,	BANNOCK County
GROUND WATER	SEWNWE	Sec. 17, Twp 07S, Rge 35E,	BANNOCK County
GROUND WATER	SWNWNE	Sec. 17, Twp 07S, Rge 35E,	BANNOCK County

Place of Use

DOMESTIC within BANNOCK County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	35E	17		X															

IRRIGATION within BANNOCK County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	35E	17	1.0	25.0															26.0

POU Total Acres: 26.0

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
3. N10 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/12/2021

4. N12 THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
5. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
6. PARCEL NOS. R4013017800 AND R4013017900

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/12/2021

Water Right 29-4227

Owner Type **Name and Address**
Current Owner HOWARD B HILDRETH
8424 W HILDRETH RD
POCATELLO, ID 83204

Current Owner EDNA M HILDRETH
8424 W HILDRETH RD
POCATELLO, ID 83204

Priority Date: 5/28/1955
Basis: Decreed
Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.100 CFS	16.8 AF
	Total Diversion		0.100 CFS	16.8 AF

Source and Point(s) of Diversion
GROUND WATER SENWNE Sec. 17, Twp 07S, Rge 35E, BANNOCK County

Place of Use
IRRIGATION within BANNOCK County

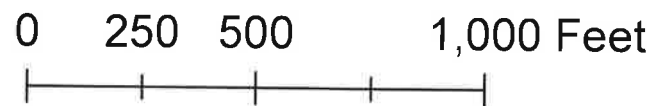
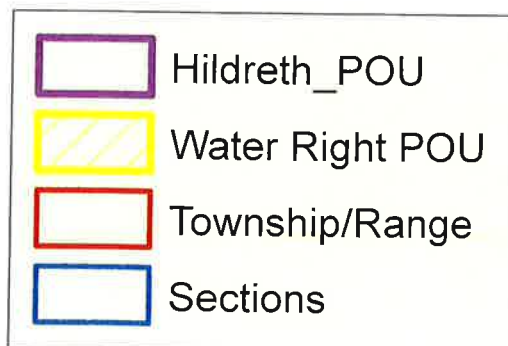
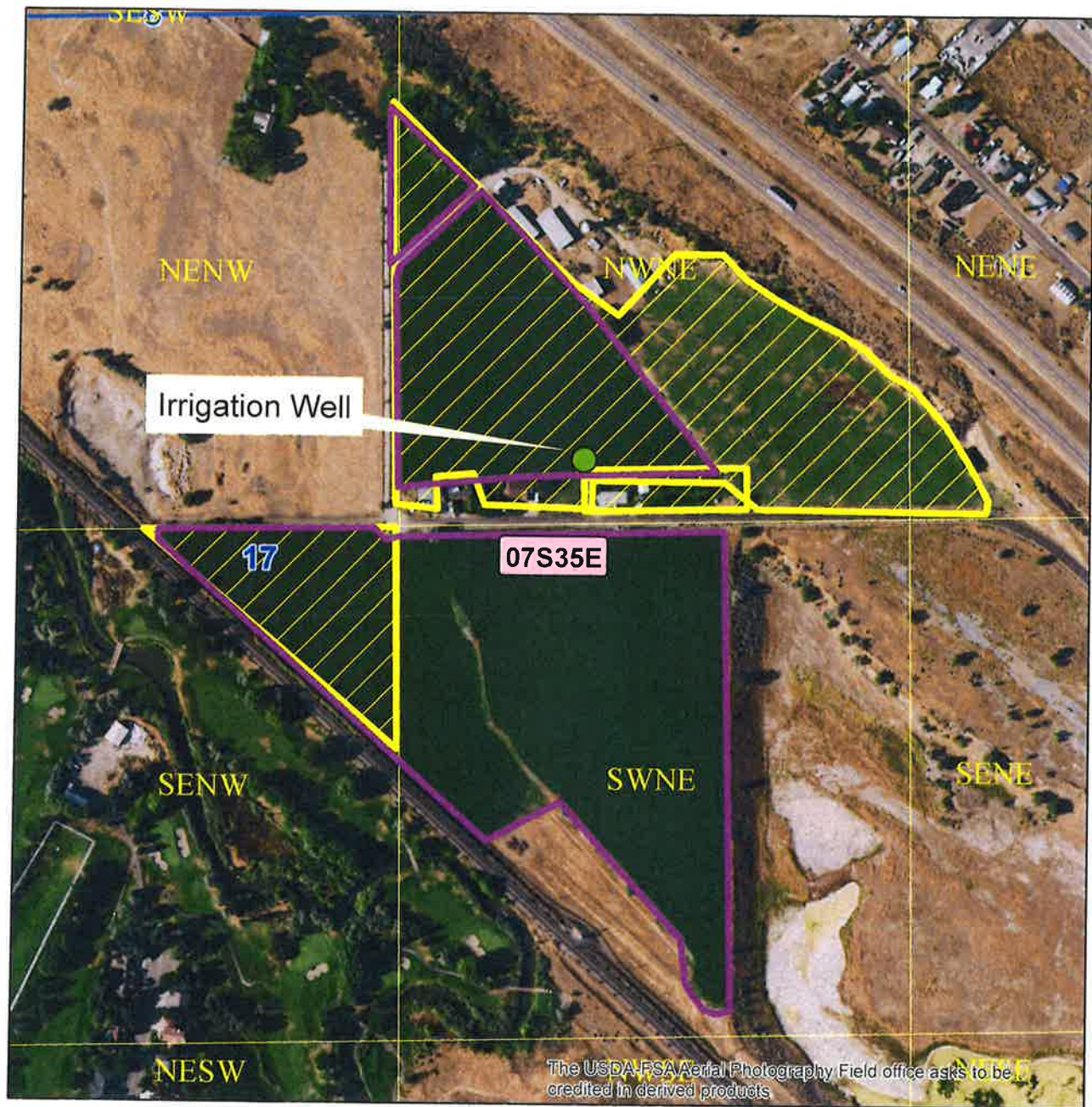
			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	35E	17								4.2									4.2

POU Total Acres: 4.2

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Application for Transfer - Hildreth



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 13 2021
Department of Water Resources
Eastern Region

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-2785	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Howard and Edna Hildreth
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Paul Hartman and Kimberly Hartman
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 8424 W Hildreth Road Pocatello ID 83204
Mailing address City State ZIP
- 208-705-5337 paulhart952@yahoo.com
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: 2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ 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: [Signature] Title, if applicable: _____ Date: 1-13-21
 Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by m pettis Date 1-13-21 Receipt No. E046561 Receipt Amt. 100.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

84665

Baker & Harris

21705410

2017 Apr 21 PM 04:29:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

space above this line for Recording use only

DEED OF TRUST

THIS DEED OF TRUST, Made this 21st day of April, 2017, PAUL HARTMAN and KIMBERLY HARTMAN, husband and wife herein called GRANTOR, whose address is 8424 W. Hildreth Rd, Pocatello, ID 83201, Jared M. Harris, a duly licensed attorney, herein called TRUSTEE, and PATTI STRAWN herein called BENEFICIARY,

WITNESSETH:

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Bannock, State of Idaho, described as follows and containing not more than forty acres:

A Tract of Land in the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at a point which is 25 feet North and 475 feet East along the South line of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said section 17 from the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$); running thence East along said South line of the Northwest quarter (NW $\frac{1}{4}$) of the (NE $\frac{1}{4}$) a distance of 420 feet; thence at right angles North 105 feet; thence at right angles West 400 feet; thence South at right angles 20 feet; thence West at right angles 20 feet, South at right angles 85 feet, to the point of beginning.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED SEVENTY FOUR THOUSAND DOLLARS (\$174,000.00), final payment due April 20, 2043 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest

thereon.

DUE ON SALE CLAUSE: If the Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 9 INCLUSIVE OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to the Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due, Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or closure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect

such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of the Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

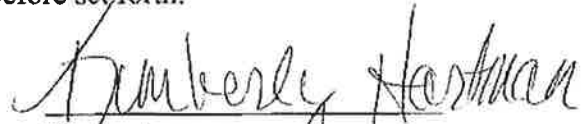
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the grantor at his address hereinbefore set forth.


Paul Hartman

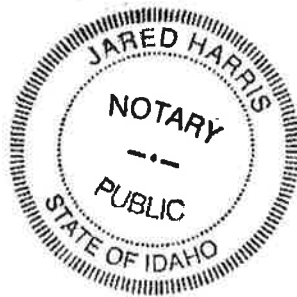

Kimberly Hartman

STATE OF IDAHO)

: ss

County of Bingham)

On this 21st day of April, 2017, before me the undersigned, a Notary Public in and for the said county and state, personally appeared PAUL HARTMAN and KIMBERLY HARTMAN, husband and wife, and known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.




Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 1/23/23

Baker & Harris

21705408

2017 Apr 21 PM 04:19:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

space above this line for Recording use only

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by PATTI STRAWN, as Personal Representative of the estate of HOWARD BERNARD HILDRETH (H.B.) and EDNA MAE HILDRETH, deceased, Grantors, to PAUL HARTMAN and KIMBERLY HARTMAN, husband and wife, Grantees, whose current address is 8424 W. Hildreth Rd Pocatello, ID 83201.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. CV-2016-2284-IE, in Bannock County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Bannock County, Idaho:

A Tract of Land in the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at a point which is 25 feet North and 475 feet East along the South line of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said section 17 from the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$); running thence East along said South line of the Northwest quarter (NW $\frac{1}{4}$) of the (NE $\frac{1}{4}$) a distance of 420 feet; thence at right angles North 105 feet; thence at right angles West 400 feet; thence South at right angles 20 feet; thence West at right angles 20 feet, South at right angles 85 feet, to the point of beginning.

Subject to an irrigation mainline maintenance easement over the North 20 feet of the East 400 feet.

Together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; subject however, to all zoning laws, city ordinances, easements, restrictive agreements and rights of ways and public roads with all appurtenances.

EXECUTED this 21 day of April, 2017.



Patti Strawn, Personal Representative of the
Estate of Howard B. Hildreth and Edna Mae
Hildreth, deceased

STATE OF IDAHO)
 : ss
County of)

On this 21st day of April, 2017, before me, the undersigned, a notary public in and for said state, personally appeared, PATTI STRAWN, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of HOWARD BERNARD HILDRETH and EDNA MAE HILDRETH, deceased, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jared Harris
Notary Public for Idaho

Residing at: Blackfoot

My Commission Expires: 2/23/23

Baker & Harris

21705409

2017 Apr 21 PM 04:29:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

space above this line for Recording use only

WELL AGREEMENT

THIS AGREEMENT, Made and Entered in to this 21st day of April, 2017, by and between Paul Hartman and Kimberly Hartman, husband and wife (hereinafter "Hartmans"), of Bannock County, State of Idaho, and Keith Hildreth and Karen Hildreth, husband and wife, (hereinafter "Hildreth"), of Bannock County, State of Idaho. The parties hereby stipulate and agree as follows:

WHEREAS, The Hartmans purchased property by Personal Representative's Deed dated April 21, 2017, and recorded as Instrument No. 21705408 records of Bannock County, Idaho and Hildreth received the property described in Personal Representative's Deed dated April 21, 2017, and recorded as Instrument No. 21705407 records of Bannock County, Idaho; and

WHEREAS, there is a culinary well located on Hildreth's Property which provides water to Hartmans' Property, as well as provides water to two different residences located on Hildreth's Property;

WHEREAS, the electricity for the well is billed and run through Hartmans' electrical meter;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties stipulate and agree as follows:

1. Hildreth shall, at Hildreth's cost and on or before May 1st, 2017, install a separate power supply with its own meter exclusively for the power provided to the well.
2. Until such time as a separate electrical meter is installed, Hildreth shall pay 30% of Hartmans' electrical bill.
3. After the well has its own electrical meter, the Hartmans will pay one-third (1/3) of all electrical usage and maintenance costs for the well. Hildreth will pay two-thirds (2/3) of all electrical usage and maintenance costs for the well.
4. The well, including the pump, pump motor and pump house shall be co-owned by the parties, with

Hartmans owning one-third (1/3) and Hildreth owning two-thirds (2/3).

5. Hildreth hereby grants to Hartmans an ingress, egress, and maintenance easement over such amount of Hildreth's Property as is reasonably necessary, to allow Hartman to access Hildreth's Property for purposes of maintaining, repairing, replacing the well, and water lines to Hartmans' Property. Hartman shall be entitled to use such portion of Hildreth's Property as is reasonably necessary for the maintenance, repair and replacement of the pump and water lines to the Hartmans' Property, provided Hartmans shall have a duty to restore Hildreth's Property as used by Hartman's to its undisturbed condition as reasonably possible.
6. After the electrical meter is installed for the well, the power bill for the water pump shall be in Hildreth's name and Hartmans shall pay to Hildreth one-third (1/3) of the power bill, which payment shall be made within twenty (20) days of being presented with a copy of the bill from the power company.
7. In the event either party requests that water usage meters be installed, both parties agree to install water usage meters within 90 days, and agree to pay for the electric power, replacement and maintenance in the percentage of their actual water use as determined over the prior 6 months.
8. This agreement is intended as a permenate well agreement, and cannot be modified unless such modification is in writing, and signed by all of the parties.
9. If any party has to litigate any matter covered by this Agreement, the prevailing party shall be entitled to an award for attorney's fees and costs reasonably incurred in the matter.
10. This agreement is not personal, shall run with the land and inure to the benefit of and extend to the heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first above written.

Paul Hartman
Paul Hartman

Keith Hildreth
Keith Hildreth

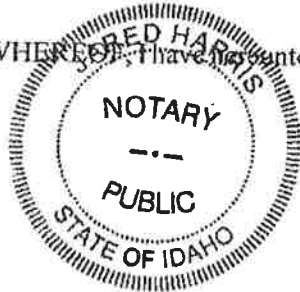
Kimberly Hartman
Kimberly Hartman

Karen L. Hildreth
Karen Hildreth

STATE OF IDAHO)
 :SS
County of Bingham)

On this 21st day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared PAUL HARTMAN and KIMBERLY HARTMAN, 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 first above written.

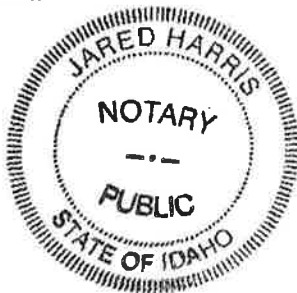


Jared Harris
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires 2/27/23

STATE OF IDAHO)
 :SS
County of Bingham)

On this 21st day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared KEITH HILDRETH and KAREN HILDRETH, husband and wife, known to me to be the persons whose name 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 first above written.



Jared Harris
Notary Public for Idaho
Residing at Bingham
My Commission Expires 2/27/23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 19 2021
Department of Water Resources
Eastern 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. 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-10960	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13492	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-2285	Yes ☒	Yes ☐		Yes ☐	Yes ☐
29-4227	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Howard and Edna Hildreth
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Spencer and Theda Hildreth
New owner(s) as listed on the conveyance document
- 4073 N Lower Road Pocatello Name connector ☐ and ☐ or ☐ and/or
Mailing address ID 83204
208-233-6256 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: 2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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: [Signature] Title, if applicable 1-14-2021
Signature of new owner/claimant Date
- Signature: Theda B. Hildreth Title, if applicable 1-14-2021
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by [Signature] Date 1/19/2021 Receipt No. E046570 Receipt Amt. \$75. for this app
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by _____ Date _____

84665

Baker & Harris

21705406

2017 Apr 21 PM 04:12:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

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PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by PATTI STRAWN, as Personal Representative of the estate of HOWARD BERNARD HILDRETH (H.B.) and EDNA MAE HILDRETH, deceased, Grantors, to SPENCER HILDRETH and THEDA B. HILDRETH, husband and wife, Grantees, whose current address is 4073 N. Lower Road, Pocatello, Idaho, 83204.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. CV-2016-2284-IE, in Bannock County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described six parcels of real property in Bannock County, Idaho:

PARCEL 1

A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and lying Southwest of the Southerly boundary of Interstate No. 15; running through said quarter more particularly described as follows:

Beginning at the Northeast 1/16 corner, thence East along the North 1/16 line 468 feet, more or less, to a point in the Southerly line of Interstate No. 15 right of way; thence Northwest along said Southerly right of way line to its intersection with the East 1/16 line; thence South along said East 1/16 line 440 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING, that portion lying within the boundaries of an existing County road known as Hildreth Road.

PARCEL 2

All that portion of the S.E. Quarter of N.W. 1/4 Section 17, Township 7, South Range 35 EBM, Bannock County, Idaho, lying Northeasterly of the Northeasterly right of way line of the Oregon Short Line Railroad containing 4.73 acres, more or less.

PARCEL 3

Commencing at the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township Seven, South Range Thirty-five East of the Boise Meridian, running thence due South Eighty Rods to the Southwest corner of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence due East Eighty Rods to the Southeast corner of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence due North four hundred twenty feet, more or less, to the edge of the Main "Break off" or wall of lava rock, running thence in a Northwesterly direction along said "Break off" of lava rock to the place of beginning, containing twenty-six acres, more or less, situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section seventeen, township Seven south range thirty-five East of the Boise Meridian, in Idaho according to the Official Plat of the Survey of said lands returned to the General Land Office by the Survey or General.

PARCEL 4

A tract of land located in a portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho and more particularly described as follow:

Commencing at the Center $\frac{1}{4}$ Corner of Section 17, T. 7S., R. 35E., B.M.; thence N89 degrees 19' 12"E 774.72 feet more or less along the Latitudinal Centerline of said Section 17 to a point on the Northeast Right-of-way line of the Union Pacific Railroad; said point being the TRUE POINT OF BEGINNING.

Thence N47 degrees 20' 10"W 1053.48 feet more or less (1026.5' Record Distance along said northerly Railroad Right-of-Way line to the Meridional Centerline of said Section 17;

Thence North 570.42 feet more or less (582.6' Record Distance) along the Meridional Centerline to the point on the Southerly right-of-way line to Hildreth Road; (at this point Hildreth Road is only 25; wide) said point being the north line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence N89 degrees 19' 12"E 849.75 feet more or less (849.8' Record Distance) the point being the centerline of Hildreth Road (which now is 50' wide);

Thence South 1293.55 feet more or less (1295' Record Distance) to a point on the Latitudinal Centerline of Section 17;

Thence S89 degrees 19' 12" W 75.02 feet more or less (82.8' Record Distance) to the

TRUE POINT OF BEGINNING.

Subject to the following easement rights:

This land shall not be used for anything other than light agriculture use so as to protect the aquifer and well water of the area in perpetuity. Including but not limited to the following: light agriculture meaning light grazing of livestock, horses, etc.; no use of chemicals, fertilizers etc., on said land; no dumping or storing of any old cars, trucks, mobile homes, farm equipment etc., on said property.; nothing containing chemicals of any kind such as railroad ties can placed on said property.

A 60 foot easement shall be granted to the City of Pocatello for the future development of a walkway.

The following easement is located in the W2SW4NE4 of Section 17, Township 7 South, Range 36 E.B.M., Bannock County, Idaho, running parallel to the railroad.

Bannock County retains a 60' easement on the west side of this property. Said easement runs Northwest. 60 feet east and adjoining the railroad right-of-way, said easement used for a road right-of-way.

PARCEL 5

An ingress, egress, and repress easement over the West 16 feet of the Real Property described as:

Part of Section 17, Township 7 South, Range 35 East Boise Meridian, Bannock County, Idaho, described as;

Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 17, Township 7 South, Range 35 East and running South 1145.00 feet along the West line of a parcel described in Deed Instr. #20609395 to the True Point of Beginning;

Thence continuing South 175.00 feet along the West line of said parcel to the Southwest Corner of the said Northwest Quarter of the Northeast Quarter being the Southwest corner of said parcel,

Thence East 475.00 feet along the South line of said parcel,

Thence North 175.00 feet parallel to the West line of said parcel,

Thence West 475.00 feet along a line parallel to the South line of said parcel to the Point of Beginning.

PARCEL 6

An irrigation mainline maintenance easement over the North 20 feet of the East 400 feet of the Real Property described as:

A Tract of Land in the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at a point which is 25 feet North and 475 feet East along the South line of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said section 17 from the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$); running thence East along said South line of the Northwest quarter (NW $\frac{1}{4}$) of the (NE $\frac{1}{4}$) a distance of 420 feet; thence at right angles North 105 feet; thence at right angles West 400 feet; thence South at right angles 20 feet; thence West at right angles 20 feet, South at right angles 85 feet, to the point of beginning.

Less the following three parcels:

PARCEL 7

A Tract of Land in the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), Section 17, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at a point which is 25 feet North and 475 feet East along the South line of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said section 17 from the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$); running thence East along said South line of the Northwest quarter (NW $\frac{1}{4}$) of the (NE $\frac{1}{4}$) a distance of 420 feet; thence at right angles North 105 feet; thence at right angles West 400 feet; thence South at right angles 20 feet; thence West at right angles 20 feet, South at right angles 85 feet, to the point of beginning.

PARCEL 8

Part of Section 17, Township 7 South, Range 35 East Boise Meridian, Bannock County, Idaho, described as; Commencing at the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 17, Township 7 South, Range 35 East and running South 1145.00 feet along the west line of a parcel described in Deed Instr. #20609395 to the True Point of Beginning;

Thence continuing South 175.00 feet along the west line of said parcel to the

Southwest Corner of the said Northwest Quarter of the Northeast Quarter being the Southwest corner of said parcel,

Thence East 475.00 feet along the South line of said parcel,

Thence North 175.00 feet parallel to the west line of said parcel;

Thence West 475.00 feet along a line parallel to the south line of said parcel to the Point of Beginning.

PARCEL 9

A strip of land 25.0 feet wide lying North and adjacent to the following described centerline;

Commencing at the NE corner of section 17, T. 7S., R 35 E.B.M., thence S. 0°47' W., along East line of said section a distance of 1319.68 feet to the N. 1/16 corner on said East line, thence bearing S. 89°45' W., along the N. 1/16 line a distance point of beginning: thence continuing S. 89°45' W., along the said N. 1/16 line a distance of 1320.0 feet, more or less, to the NE. 1/16 corner of said section.

The above described tract of land is a part of the NW¼ NE¼ Sec. 17, T.7 S. R. 35 E.B.M., and contains .76 acre, more or less.

Together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining; subject however, to all zoning laws, city ordinances, easements, restrictive agreements and rights of ways and public roads with all appurtenances.

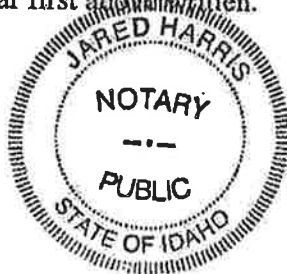
EXECUTED this 21 day of April, 2017.


Patti Strawn, Personal Representative of the
Estate of Howard B. Hildreth and Edna Mae
Hildreth, deceased

STATE OF IDAHO)
 : ss
County of)

On this 21st day of April, 2017, before me, the undersigned, a notary public in and for said state, personally appeared, PATTI STRAWN, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of HOWARD BERNARD HILDRETH and EDNA MAE HILDRETH, deceased, and acknowledged to me that she executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jared Harris
NOTARY PUBLIC
Residing at Blackfoot
My Commission Expires: 2/23/23



State of Idaho

DEPARTMENT OF WATER RESOURCES

EASTERN Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

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

Brad Little
Governor

Gary Spackman
Director

February 10, 2021

SPENCER HILDRETH
THEDA HILDRETH
4073 N LOWER RD
POCATELLO, ID 83204-7112

RE: Transfer No. 84665
Water Right No(s). 29-2285, 29-4227

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATE JOURNAL on 2/17/2021 and 2/24/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

Henman, Christina

From: Henman, Christina
Sent: Wednesday, February 10, 2021 2:58 PM
To: IDAHO STATE JOURNAL (legalnotices@postregister.com)
Subject: Legal Notice for Idaho State Journal
Attachments: 84665 Idaho State Journal.docx

LEGAL NOTICE DEPARTMENT
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO, ID 83204-0431

RE: Transfer No. 84665
Water Right No(s). 29-2285, 29-4227

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/8/2021. Your cooperation is appreciated.

Thank You,

Christina Henman
Administrative Assistant
Idaho Dept. of Water Resources, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 497-3793

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 84665**

SPENCER HILDRETH and THEDA HILDRETH, 4073 N LOWER RD, POCA TELLO, ID 83204-7112 has filed Application No. 84665 for changes to the following water rights within BANNOCK County(s): Right No(s). 29-2285, 29-4227; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: Change the point of diversion and change the place of use. The point of diversion is in the NWNE, Section 17, T07S, R35E for 0.62 cfs from ground water. The place of use is in the N 1/2, Section 17, T07S, R35E for 30.2 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 3/8/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/17/2021 and 2/24/2021