

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 06 2020

DEPT OF WATER RESOURCES  
SOUTHERN 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?
37-10708	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Twilla Hawks  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Joseph Abernathy  
New owner(s) as listed on the conveyance document
- 2004 E 1400 S  
Mailing address  
208-539-7754  
Telephone
- Gooding  
City  
aber1602@gmail.com  
Email
- Name connector ☐ and ☐ or ☐ and/or  
ID 83330  
State ZIP
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: January 10, 2020
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):  
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: Joseph Abernathy  
Signature of new owner/claimant

Title, if applicable

Date

Signature: \_\_\_\_\_  
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by SG Date 7/6/20 Receipt No. 5038019 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing

Name on W-9 \_\_\_\_\_ Approved by \_\_\_\_\_ Processed by DM W-9 received? Yes ☐ No ☐

Date 7/30/2020



**Instrument # 267307**  
GOODING COUNTY, GOODING, IDAHO  
01-10-2020 15:48:30 No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
DENISE GILL Fee: \$15.00  
Ex-Officio Recorder Deputy: DAL  
Electronically Recorded by Simplifile

Order Number: 19346565

## **Warranty Deed**

For value received,

**Twilla O.Hawks, a single woman**

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

**Joseph Abernathy, a single man**

whose current address is 2004 E 1400 S Gooding, ID 83330

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

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 8: NE1/4NE1/4

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes as set forth in Right of Way Deed recorded July 17, 1934 in Book 25, Page 407, as Instrument No. 59578, records of Gooding County, Idaho.

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

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Warranty Deed - Page 1 of 2

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.

Dated: November 18, 2019

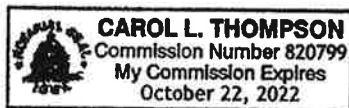
Twillia O. Hawks  
Twillia O. Hawks

Donna M. McCullough, Attorney in Fact  
By: Donna M. McCullough, Attorney in Fact

State of Iowa, County of Linn, ss.

On this 21st day of November in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Donna M. McCullough known or identified to me to be the person whose name is subscribed to the within instrument, as the attorney-in-fact of Twilla O. Hawks, and acknowledged to me that she subscribed the name of Twilla O. Hawks thereto as Principal, and her own name as Attorney-In-Fact.

Carol L. Thompson  
Notary Public  
Residing in: Linn County, Iowa  
My Commission Expires: 10/22/22  
(seal)





# RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS  
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

JULY 2019  
EDITION



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1 ID# KRRE-100619-NM DATE 10/07/2019  
2 LISTING AGENCY Coldwell Banker Canyonside Realty Office Phone # 208-734-6500 Fax #  
3 Listing Agent Linda S Virgin E-Mail lindavirgin@ciragent.com Phone # 208-308-7721  
4 SELLING AGENCY Kelly Right Real Estate Office Phone # 208-720-6677 Fax #  
5 Selling Agent Nicola J Miller E-Mail aspensrealtyteam@gmail.com Phone # 208-720-6677

7 1. BUYER: Joseph Abernathy  
8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as  
9 "PROPERTY" COMMONLY KNOWN AS 1977 E 1300 S  
10 City Gooding County Gooding ID, Zip 83330 legally described as:  
11 Township 5 S, Range 15 E in Sec. 8, NE4 NE4 2 SW  
12 OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

14 2. \$                      PURCHASE PRICE:                      DOLLARS,  
15 payable upon the following TERMS AND CONDITIONS (not including closing costs):

16 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

18 3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

20 (A). \$                      EARNEST MONEY: One Thousand DOLLARS  
21 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>3</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4
<input type="checkbox"/> Wire Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 4			

23 THE RESPONSIBLE BROKER SHALL BE: Joe Kelly

25 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH  
26 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER  
27 within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or  
28 proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

30 (C) Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank)

32 (D). \$                      NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is  
33 contingent upon BUYER obtaining the following financing:  
34 FIRST LOAN of \$                      not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL  
35 DEVELOPMENT, ☒ OTHER Farm Credit with interest not to exceed 4 % for a period of 25 year(s) at: ☒ Fixed Rate ☐ Other  
36 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.  
37 SECOND LOAN of \$                      through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER  
38 with interest not to exceed                      % for a period of                      year(s) at: ☐ Fixed Rate ☐ Other

40 LOAN APPLICATION: BUYER ☐ has applied OR ☒ shall apply for such loan(s). Within 10 business days (ten [10] if left blank) of final acceptance  
41 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt  
42 ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject  
43 only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than  
44 PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce  
45 the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt  
46 thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all  
47 other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

50 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the  
51 purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

BUYER'S Initials (ja) Date 10/07/2019 SELLER'S Initials (DM) Date 10/08/2019

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JULY 2019 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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InstantFORMS








State of Idaho  
Department of Water Resources

**Water Right**  
**37-10708**

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.045 0.09 0.18 Miles





State of Idaho

## DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

July 30, 2020

JOSEPH ABERNATHY  
2004 E 1400 S  
GOODING ID 83330-4833

Re: Change in Ownership for Water Right No(s): 37-10708

Dear Water Right Holder(s):

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

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) 293-9908.

Sincerely,

*Denise Maline*

Denise Maline  
Administrative Assistant 1

Enclosure(s)

c: Northwest Farm Credit Services