

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 01 2019
Department of Water Resources
Eacham Park

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?
29-7130	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: Orval H. Hilliard (deceased) Illa Hilliard (surviving spouse)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): J.D. Oboon
New owner(s) as listed on the conveyance document

Mailing address: 575 Cheyenne City: Pocatello Name connector: ☐ and ☐ or ☐ and/or
Telephone: 208-852-6237 State: ID ZIP: 83204
Email: j.d.oboon@gmail.com

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: Sept 10, 2015 & May 1, 2016, April 20, 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):
 o \$25 per undivided water right. + late filing fee
 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: [Signature] Title, if applicable: _____ Date: 6/25/19
Signature of new owner/claimant

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

For IDWR Office Use Only: Paid \$100 - late fee. Refund Request sent 11/26/19
 Received by: [Signature] Date: 7/1/2019 Receipt No. 5045124 Receipt Amt. \$125.-
 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: _____

Attachment to Notice of Change in Water Right Ownership

Complete List of New Owners

JD and Ashlynn Oborn

575 Cheyenne

Pocatello, ID 83204

Phone: 208-852-6237

John N. and Teressa A. Oborn

4511 Hawthorne Rd

Chubbuck, ID 83202

Phone: 208-237-8504

Dillon and Tessa Anderson

5285 Hawthorne RD

Chubbuck, ID 83202

Phone: 208-232-0916

Each owner has an undivided interest in the water right.

All property where the water right is located has been transferred to the New owners in the attached warranty deed, quitclaim deed & Purchase & Sale agreement

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Instrument # 208099

POWER COUNTY, IDAHO
09-18-2015 12:38:07 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - POCATEL
SHARIE SPRAGUE Fee: \$13.00
Ex-Officio Recorder Deputy: meureen schelske
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **559435-P (ci)**

Date: **September 10, 2015**

For Value Received, **Illa Hilliard, an unmarried person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John N. Oborn and Teresa A. Oborn, husband and wife and J.D. Oborn and Ashlynn Oborn, husband and wife and Dillon C. Anderson and Tessa M. Anderson, husband and wife**, hereinafter called the Grantee, whose current address is **575 Cheyenne, Pocatello, ID. 83204**, the following described premises, situated in ~~Bannock~~ **POWER** County, Idaho, to-wit:

E½ OF THE SW¼SW¼, SECTION 2, TOWNSHIP 9 SOUTH, RANGE 34 E.B.M., POWER COUNTY, IDAHO.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

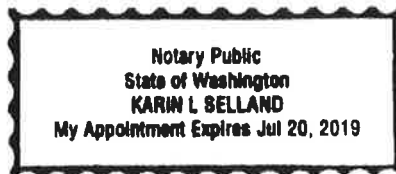
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.



Illa Hilliard
Illa Hilliard

STATE OF Washington)
SS.

COUNTY OF Spokane)



On this 17 day of September, 2105, before me, a Notary Public in and for said State, personally appeared Illa Hilliard, 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.

Karin L. Selland
Notary Public for the State
of Washington
Residing at: Spokane
My Commission Expires: July 20, 2019

As an accommodation and without charge, First American has provided this Real Estate Purchase and Sale Agreement and a Seller Property disclosure Form for your consideration. First American makes no representation as to the content and sufficiency of the forms, nor has First American nor its employees given advice in connection therewith. Also, First American has not suggested the forms are appropriate or adequate for the purposes for which they will be used. First American suggests and you are urged to seek advice and assistance from real estate professionals, including Realtors and attorneys when using these forms.

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY

Bannock County, Idaho Dated: 8/3/2015

See attached list of buyers (hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Crystal Area County of Power State of Idaho, commonly known as _____ legally described as

E 1/2 of SW 1/4 of SW 1/4, Section 2, Township 9 South, Range 34 E.B.M. along with all rights of way, easements, water rights, and half interest in water produced by well located within the SE 1/4 of SE 1/4 Section 3, Township 9 South, Range 34 E.B.M.

1. TOTAL PURCHASE PRICE IS Twelve thousand sixty
DOLLARS (\$ 12,000.00) payable as follows:

A. ~~Earnest Money~~

- (a) ~~Buyer hereby deposits and a receipt is hereby acknowledged of _____ Dollars (\$ _____) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due or _____ paid or delivered as earnest money in part payment of the purchase price for _____ the premises.~~
- (b) ~~Earnest Money to be deposited in trust account upon acceptance by all parties.~~
- (c) ~~All Earnest Money shall be held by _____ for the benefits of the parties hereto, and _____ shall hold the completely executed copy of this agreement.~~

B. Balance of purchase price to be paid as follows: Entirety of purchase price will be paid at time of closing

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 8/15/15. If seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

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

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

5. It is hereby agreed that the "closing agent" for this agreement shall be First American Title. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before a date to be agreed upon by both parties, as soon as is reasonably possible.

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

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

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

8. The parties agree that this agreement contains the following additional terms and conditions: None

9. The following items of property now on premises are specifically excluded from the sale: None

The following items of personal property are specifically included in the sale: _____

10. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, waterheating apparatus and fixtures, attached fireplace equipment, awnings, cooling and heating systems, including built-in dishwashers and drop-in ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

11. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within five (5) days after Seller's acceptance of this agreement.

12. Should the premises be materially damaged by fire or other causes, prior to closing the sale, this agreement shall be voidable at the option of the Buyer.

13. If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer fails, neglects or refuses to comply with the terms or any conditions of sale set forth within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money upon written request of the Seller shall be forfeited and Buyer's interest in the premises shall be immediately terminated. The holder of the Earnest Money as designated herein shall pay from the Earnest Money forfeited by the Buyer the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred by or on behalf of the Buyer and Seller in connection with this transaction. The payment by the holder of the earnest money as aforesaid shall not constitute a waiver of any other rights or remedies available to the Seller and/or holder of the earnest money.

14. In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

15. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

16. Time is of the essence of this agreement.

17. Each of the parties acknowledges reading this agreement in full.

John N. Olsen

Buyer

[Signature]

Buyer

4511 Hawthorne Rd Chubbuck, Id

Buyer's Address

(208) 241-5345

Buyer's Phone

* See attached for additional buyers

On this date, _____ I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of the agreement with the complete legal description of the premises inserted and signed by both parties.

Ellen Hillman

Seller

Ellen Hillman

Seller

1511 So. Sachem Rd Spotsylvania, Va 22452

Seller's Address

509-535-8585 or 509-220-7818

Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 20____.

Buyer

Buyer

Attachment to Real Estate Purchase and Sale Agreement

List of Buyers

John N. Oborn
Teresa A. Oborn
Dillon C. Anderson
Tessa M. Anderson
J.D. Oborn
Ashlynn Oborn

Additional signatures of Buyers

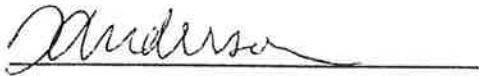
- Teresa A. Oborn – 4511 Hawthorne Road, Chubbuck, ID 83202 Phone: 208-237-8504



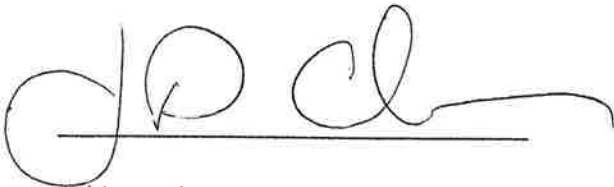
- Dillon C. Anderson – 5285 Hawthorne Road, Chubbuck, ID 83202 Phone: 208-705-8510



- Tessa M. Anderson - 5285 Hawthorne Road, Chubbuck, ID 83202 Phone: 208-232-0916



- J.D. Oborn – 575 Cheyenne Avenue, Pocatello, ID 83204 Phone: 208-852-6237



- Ashlynn Oborn - 575 Cheyenne Avenue, Pocatello, ID 83204 Phone: 208-760-7114



Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/21/2015

WATER RIGHT NO. 29-7130

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ORVAL H HILLIARD S 1811 SEEHORN RD SPOKANE, WA 99212

Priority Date: 05/24/1973

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED STREAM	CLIFTON CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.1 CFS	17.5 AFA
FISH PROPAGATION	1/01	12/31	0.06 CFS	
Total Diversion			0.12 CFS	

Location of Point(s) of Diversion:

UNNAMED STREAM|SWSW|Sec. 02|Township 09S|Range 34E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

[illegible]

Place of Use Legal Description: FISH PROPAGATION same as IRRIGATION

Total Acres: 5

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.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date: 6/1/1978

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 6/26/1973

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

QUITCLAIM DEED

FOR VALUE RECEIVED, Hans Hayden and Twain Hayden(hereinafter "Grantor"), do hereby convey, release, remise, and forever quitclaim unto Ashlynn Oborn and John D. Oborn, whose address is 575 Cheyenne, Pocatello, Idaho 83204 (hereinafter "Grantees"), the following described real property, to wit:

West 1/2 of SW 1/4 of the SW 1/4, Section 2, Township 9 South, Range 34 E.B.M., Power County, Idaho.

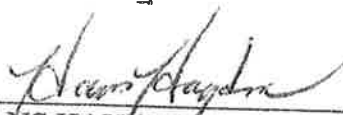
Excepting therefrom a part of the above parcel described as follows: Beginning at a point 175 feet due south of the NW corner of the SW 1/4 of the SW 1/4, Section 2, extending due east for 100 feet; thence due south for 575 feet; thence 100 feet due west; thence due north for 575 feet to the point of the beginning.

Reserving therefrom an easement across the conveyed property that is forty feet wide that extends over the existing road and tillable ground. The easement is intended for the purpose of accessing Seller's fields and to allow for the passage of farming equipment through the conveyed property.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantees and to their heirs or assigns forever.

Dated: May 1, 2016


HANS HAYDEN


TWAIN HAYDEN

STATE OF IDAHO)
: ss
County of Bannock)

On this 1st day of May, 2016, before me the undersigned Notary Public in and for said State, personally appeared HANS HAYDEN and TWAIN HAYDEN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they subscribed the same.

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



Barbie Snell
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My Commission expires: 5-23-23

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of April, 2017, by Hans Hayden and Twain Hayden, (hereinafter "Seller") and Ashlynn Oborn and John D. Oborn, (hereinafter "Buyer") and John N. Oborn, Teressa A. Oborn, Dillon C. Anderson, and Tessa M. Anderson, individually.

IT IS HEREBY AGREED AS FOLLOWS:

1. **SALE OF PROPERTY:** The Seller agrees to sell and convey and Buyer agrees to purchase from Seller, the following described real property consisting of approximately 18.68 acres of tillable and brush ground in Arbon, County of Power, State of Idaho, to wit:

1.1 Real Property:

West 1/2 of SW 1/4 of the SW 1/4, Section 2,
Township 9 South, Range 34 E.B.M., Power County,
Idaho.

Excepting therefrom a part of the above parcel described as follows:
Beginning at a point 175 feet due south of the NW corner of the SW 1/4 of
the SW 1/4, Section 2, extending due east for 100 feet; thence due south
for 575 feet; thence 100 feet due west; thence due north for 575 feet to the
point of the beginning.

1.2 Easement by Reservation

Also reserving an easement across the conveyed property that is forty feet
wide that extends over the existing road and tillable ground. The easement
is intended for the purpose of accessing Seller's fields and to allow for the
passage of farming equipment through the conveyed property.

1.3 Other

This conveyance is subject to all other applicable easements, right of ways,
covenants, restrictions, and reservations.

1.4 Water Rights

This conveyance is intended to convey all water rights associated with the
above described property and the Seller does not retain any interest in any
water rights associated with the conveyed property, which may be identified

/

as Water Right No. 29-7130. However, as described in paragraph, this water right is hereby subordinated to all water rights of Seller or Mid Crystal Farms.

2. **PURCHASE PRICE:** The purchase price of the above described property shall be THREE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$3,608). The purchase price is calculated at \$700 per acre for the 2.9 acres of tillable ground and \$100 per acre for the 15.78 acres of brush ground. The purchase price shall be paid by Buyer to Seller as agreed upon by the parties.

3. **TITLE:** Seller makes no representations or warranties about title or condition of the property or improvements. Buyer shall perform its own inspection, evaluation and due diligence. On the closing date, Seller shall execute and deliver to Buyer a Quitclaim Deed conveying title to the property subject to all taxes, assessments or encumbrances of record.

4. **TRANSFER OF AN UNDIVIDED INTEREST FROM BUYERS OF THE ENTIRETY TO BUYERS OF A PORTION:** The Seller agrees to transfer this property on the condition that property that is tillable at the time of the transfer remain in the names of the Buyer and cannot be transferred to anyone else except as provided in paragraph 6. The property that must remain in the names of the Buyer is the property located south of the unnamed tributary to Clifton Creek located on the above described property. However, Seller agrees that the Buyer can transfer a 1/6th undivided interest in the portion of the above described property that is located north of the unnamed tributary to Clifton Creek to each of the following individuals: John N. Oborn, Teressa A. Oborn, Dillon C. Anderson, and Tessa M. Anderson. In consideration for allowing this transfer to take place, the above named individuals and the Buyer agree to subordinate their collective water right recorded as Water Right No. 29-7130 to any and all water rights owned by Seller or Mid Crystal Farms.

5. **RIGHT OF FIRST REFUSAL FOR BUYER:** Seller agrees that Buyer shall have a right of first refusal to purchase the portion of the property that was excepted from the conveyance in paragraph 1.1. Buyer shall have the right to purchase the approximately 1.32 acres that were excepted from this conveyance of the West 1/2 of SW 1/4 of the SW 1/4, Section 2, Township 9 South, Range 34 E.B.M. The withheld property cannot be transferred by any means

to any third party without first obtaining a written statement from Buyer that the right of first refusal will not be exercised. In the event that the Buyer elects to exercise the right of first refusal, the Buyer will be entitled to purchase the subject property for NINE HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$924).

6. **RIGHT OF FIRST REFUSAL FOR SELLER:** Buyer, John N. Oborn, Teresa A. Oborn, Dillon C. Anderson, and Tessa M. Anderson agree that Seller shall have a right of first refusal to purchase the portion of the property that is being conveyed pursuant to paragraph 1. Seller shall have the right to purchase the conveyed property at the price identified in paragraph 2 plus the value of any improvements added since the date of transfer. The identified property cannot be transferred by any means to any third party without first obtaining a written statement from Seller that the right of first refusal will not be exercised except the limited transfer of an undivided interest to as specified in paragraph 4.

7. **TAXES AND ASSESSMENTS:** Buyer shall pay all taxes and assessments against the subject property which are outstanding and unpaid at the date of closing.

8. **TITLE INSURANCE:** If Buyer desires title insurance, Buyer shall, at its expense, obtain a title insurance policy covering the real property and improvements in such amount, form and substance as may be satisfactory to Buyer.

9. **SURVEY, INSPECTION OR ENGINEERING REPORTS:** The Seller shall have no obligation to furnish Buyer with any survey, inspection or engineering report. Buyer may have complete access to the premises should it desire to obtain at its expense a survey of the property or an inspection or a report from an engineer or any other person with respect to the condition of the property.

10. **INSPECTION:** Buyer acknowledges that it has had full opportunity for inspection of and is familiar with the physical condition of the premises and accepts the same in their present condition "as is" without relying upon any representation by Seller.

11. **RISK OF LOSS:** Risk of loss or damage to the property by fire or other casualty shall remain with Seller, in whom title is vested, until closing.

12. **CLOSING:** The closing of this transaction, payment of the purchase price and the transfer of title to the property shall be completed at a time mutually agreed upon.

12.1 The closing costs shall be borne solely by Buyer.

13. **BROKER:** No real estate agent represents either party in connection with this

transaction and there are no brokerage commissions or fees payable in connection with the sale of the property.

14. **BINDING EFFECT**: This Agreement shall be binding upon the undersigned and inure to the benefit of the parties hereto and their legal representatives, successors, heirs and assigns.

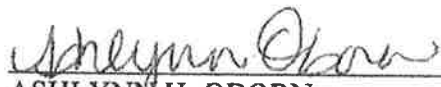
IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.

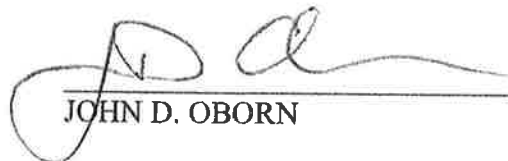
SELLER:


HANS HAYDEN

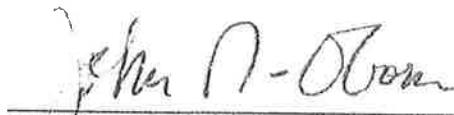

TWIN HAYDEN

BUYER:


ASHLYNN H. OBORN


JOHN D. OBORN

INDIVIDUALS


JOHN N. OBORN


TERESSA A. OBORN


DILLON C. ANDERSON


TESSA M. ANDERSON



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

November 26, 2019

JD Oborn
575 Cheyenne
Pocatello ID 83204

RE: Notice of Change in Water Right Ownership
Water Rights: 29-7130

Dear Sir/Madam:

On July 1, 2019, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide evidence of ownership tracing from the owner currently listed on the water rights. On July 3, 2019 and a second request sent September 6, 2019, we sent a letter requesting the additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request for additional information. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund for the filing fee paid under receipt number E045124 (\$125.00).

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)

Barg, Jonie

From: Barg, Jonie
Sent: Tuesday, November 26, 2019 1:06 PM
To: Pline, Treva; Steed, Susan
Subject: Refund Request
Attachments: Receipt

Treva & Susan,

Good afternoon!!

I have a refund request as follows:

Receipt number: E045124
Amount: \$125.00
Payable to: JD Oborn
575 Cheyenne
Pocatello ID 83204

Reason: Total filing fee received \$125.00 for an ownership change in a Water Right. We did not receive sufficient evidence to update ownership. Therefore the applicant is entitled to a full refund (\$125.00).

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
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email: jonie.barg@idwr.idaho.gov