

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
FEB 15 2019
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?
29-7175 <i>OK</i>	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: Matthew Hornbacher, Rosella Hornbacher, Henry Hornbacher
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Matthew Hornbacher
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3075 Hornbacher Rd American Falls ID 83211
Mailing address City State ZIP
- (208) 221-4635 matthornbacher@gmail.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: 02/05/2019
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: *Matthew Hornbacher* 2-13-19
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 *JB* Date 2/15/19 Receipt No. E044719 Receipt Amt. \$25. -
 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 *JB* Processed by *CR* Date 2/25/19

AFTER RECORDING, PLEASE RETURN TO:

Curry D. Andrews, Attorney at Law
Estate Protection & Planning, PLLC
202 Idaho St., American Falls, ID 83211
(208) 226-5138 Office

Send Tax Statements to:

Matthew J. Hornbacher
3075 S. Hornbacher Rd.
American Falls, ID 83211
(208) 221-1639

Instrument # 213758

POWER COUNTY, IDAHO

2-7-2019 12:08:59 PM No. of Pages: 5

Recorded for : CURRY D. ANDREWS

SHARIE SPRAGUE

Ex-Officio Recorder Deputy

Fee: 15.00

GRANTOR: HENRY HORNbacher AND ROSELLA HORNbacher, HUSBAND AND WIFE
GRANTEE: MATTHEW HORNbacher, a married man
WATER RIGHT NOS: 29-07175

QUIT CLAIM DEED

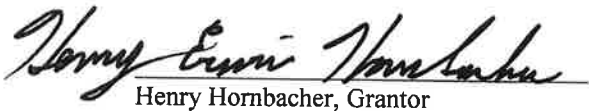
THE UNDERSIGNED Grantors, HENRY HORNbacher AND ROSE HORNbacher, BY AND THROUGH HER POWER OF ATTORNEY, HUSBAND AND WIFE, hereby quit claims, grants, bargains, sells, conveys and confirms to MATTHEW HORNbacher, a married man, the following water right located in Power County, Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the said water rights, with their appurtenances unto the said Grantee, his heirs and assigns forever.

DATED this 5th day of February, 2019.

Henry Hornbacher, Power of Attorney acting
for and in behalf of Rose Hornbacher


Henry Hornbacher, Grantor


Rose Hornbacher, Grantor

Rose Hornbacher, Grantor


Henry Hornbacher, POA

STATE OF IDAHO)
COUNTY OF POWER) ss.

On this day personally appeared before me HENRY HORNbacher, as Grantor and Power of Attorney for Rosella Hornbacher, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of February, 2019.



NOTARY PUBLIC in and for the State of IDAHO,
Residing in: American Falls, Idaho
My Commission Expires: 06/23/2021



EXHIBIT "A"
WATER RIGHTS REPORT

WATER RIGHT REPORT

2/5/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-7175

Close

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MATTHEW HORNBACHER
Current Owner	ROSELLA HORNBACHER 3075 S HORNBACHER AMERICAN FALLS, ID 83211 2082262188
Current Owner	HENRY HORNBACHER 3075 S HORNBACHER RD AMERICAN FALLS, ID 83211 2082262188
Original Owner	MAX L MAYER & SONS PO BOX 176 AMERICAN FALLS, ID 83211 2082262293
Security Interest	IDAHO AGCREDIT FLCA
Security Interest	IDAHO AGCREDIT PCA 2883 HIGHWAY 39 AMERICAN FLS, ID 83211-5347 2082265251

Priority Date: 03/04/1974

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/15	3.95 CFS	1081.5 AFA
Total Diversion			3.95 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWNWNE|Sec. 17|Township 08S|Range 31E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
08S	31E	8		SWNE	32.2		SENE	37						
				SWNW	15		SENW	37						

		NESW	36	NWSW	14	SESW	0.1		
		NESE	9	NWSE	9.2	SWSE	32	SESE	31
	9	SWNW	18						
		NWSW	0.4						
34E	17	NENE	29	NWNE	8.9				

Total Acres: 308.8

Conditions of Approval:

1. 131 Prior to the diversion and use of water under Transfer approval 74496, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
2. 067 The right holder shall record the quantity of water diverted and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
3. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
4. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date: 5/1/1979

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 4/4/1974

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: And/Or

Water District Number: TBD

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

2/5/2019

Water Right Report

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

DURABLE POWER OF ATTORNEY

I, ROSELLA BELLE HORNBACHER, appoint HENRY ERWIN HORNBACHER my true and lawful attorney-in-fact, (hereinafter referred to as 'agent') for me and in my name, to do any and all acts which I could do if personally present. This durable power of attorney becomes effective immediately when I sign it.

If the above-named agent is unable or unwilling to act, I designate MATTHEW JOHN HORNBACHER as my first alternate agent, with ANDREW HENRY HORNBACHER as the second alternate agent, to serve with all rights and responsibilities given to the original agent(s).

My agent shall act without bond.

My agent may perform for me and in my name and on my behalf any act in the management, supervision, and care of my estate and affairs that I personally have authority to perform. My agent may exercise for me and in my name and on my behalf the powers enumerated below, which are intended to illustrate, and not to limit, the scope of this power. This power of attorney shall apply to all property owned by me, whether title is held as sole owner, as a joint tenant, as a tenant in common, as grantor or trustee of a revocable living trust, or otherwise.

- A. SECURITIES: My agent may buy, sell, pledge, exchange, assign, option, or otherwise transfer any securities of any kind; deal with any broker, banker, or other agent; receive all dividends and interest payments now or hereafter due or payable to me from any security or other indebtedness or investment; vote stock and otherwise represent me at all meetings of shareholders or companies or corporations in which I have an interest; sign proxies or other instruments; tender my resignation as director or officer; subscribe to shares of stock, and execute request for payment of United States Savings Bonds, and surrender paid securities and receive the proceeds thereof.
- B. ACCOUNTS: My agent may open, continue, maintain, change, or close any account, including without limitation any checking or savings account, certificate of deposit, share account, and other like arrangement with any bank, trust company, savings bank, building and loan association, savings and loan association, credit union, or other financial institution; make deposits and withdrawals by check, draft, or otherwise; and endorse checks, notes, and drafts for deposit, collection, or otherwise.
- C. BENEFITS: My agent may apply for and receive any government, insurance and retirement benefits to which I may be entitled. My agent may also exercise any right to elect benefits or payment options or to receive cash value in return for the surrender of any or all rights under any of the following: Life insurance policies or benefits; annuity policies, plans or benefits; mutual fund or other dividend investment plans; and retirement, profit sharing and employee plans and benefits.

- D. DEEDS: My agent may sign, execute, deliver and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, pledge agreements, notes, receipts, checks, bills of exchange, evidence of debts, releases and satisfactions of mortgage debts, judgment debts and other debts.
- E. OTHER PROPERTY, INCLUDING REAL ESTATE: My agent may sell, exchange, option, and convey my real and personal property, wherever located; execute and deliver deeds of general warranty, with the customary covenants for such property; manage and control my real and personal property, wherever located; negotiate, execute, and deliver any leases of my property; demand and collect rents; buy every kind of property, real or personal; arrange for appropriate disposition, use, insurance, and safekeeping of all my property; settle, compromise, and adjust insurance claims; borrow money in my name, and to receive such loans by real estate mortgage or by other collateral. My agent may also purchase medical insurance for any dependent of mine.
- F. TRANSFER OF ASSETS: My agent may transfer from time to time some or all of my assets to the trustee or trustees of any revocable trust that I may have established or may establish in the future, regardless of the extent or limitations on my beneficial interests in that trust, to be administered in accordance with the terms thereof.
- G. OPERATION OF BUSINESS: My agent may continue the operation of any business belonging to me or in which I have a substantial interest for such time and in such manner as my agent may deem advisable or to sell or liquidate any business or interest herein, at such time and on such terms as my agent may deem advisable and in my best interests.
- H. COLLECTION AND LITIGATION: My agent may demand and collect all property, real or personal, now or hereafter due, payable, or belonging to me; contest, compromise, settle, or abandon claims in my favor or against me; give receipts, releases, and discharges; commence, pursue, or oppose any action, suit, or legal proceeding relating to any matter in which I am or may hereafter be interested; and compromise, settle, or submit to judgment any such action or proceeding.
- I. TAXES: My agent may represent me before any office of the Internal Revenue Service or the Treasury Department of the United States and before the tax department of any state, county, or municipality with regard to any and all tax matters with which I am concerned. In particular without limitation, my agent may represent me in connection with any federal income tax return, Form 1040, for all tax years between 1950 and 2050, inclusive; any federal gift tax returns, Form 709, for all tax years between 1950 and 2050, inclusive; any Idaho income tax return, for all tax years between 1950 and 2050, inclusive; and any Idaho gift tax return, for all tax years between 1950 and 2050, inclusive. My agent may perform all acts that I can perform with respect to any and all tax matters without limitation. My agent may prepare, sign, and file any tax return; prepare, sign, and file any power of attorney required by federal or state tax authorities, in particular without limitation Form 2848; receive originals of all notices and other written communications; negotiate and make compromises; file claims; receive, endorse,

and collect checks; receive and examine confidential information; and take appeals, file protests, and execute waivers and closing agreements. My agent may consent on my behalf to have any gift made by my spouse considered as made by each of us under section 2513 of the Internal Revenue Code.

- J. SAFE DEPOSIT BOX: My agent shall have access to any safe deposit box of mine (whether the box is held in my name alone, in my revocable trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe deposit box of mine is located is not liable to me or my heirs or estate for permitting my agent to exercise this power.
- K. POST OFFICE: My agent shall be able to request and authorize the post office to forward my mail to whatever address my agent may deem advisable.
- L. SOCIAL SECURITY: My agent may represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; collect all Social Security benefits due me; and make such arrangements in connection with Social Security benefits including without limitation Medicaid and Medicare as will facilitate their application to my care and support.
- M. EMPLOYMENT OF AGENTS: My agent may employ and dismiss agents, attorneys, investment advisors, accountants, housekeepers, and other persons, and terminate any agency that I may have created at any time.
- N. FIDUCIARY POSITIONS: My agent may renounce any fiduciary positions to which I have been or may be appointed, including, but not limited to personal representative, trustee, guardian, conservator, attorney-in-fact and officer or director of a corporation; to resign such positions in which capacity I am presently serving, and to file an accounting with a court of competent jurisdiction, or settle on a receipt or release or other informal method as my agent deems advisable.
- O. NOMINATION OF GUARDIAN: In accordance with Idaho Statutes, as amended from time to time, I nominate my agent to serve as my guardian, conservator, or in any similar capacity to serve without bond or security.
- P. ACCESS TO MEDICAL AND OTHER RECORDS: My agent shall have the authority to obtain all of my medical records or other records, and shall have the authority to sign any authorization required by the Final Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) in order to obtain access to Protected Health Information about me, and any other consent or release that might be required to authorize the release, use or disclosure of confidential health information.
- Q. SEVERABILITY: The invalidity of a provision of this power of attorney shall not affect another provision.

- R. POWER OF APPOINTMENT: My agent may exercise any power of appointment given to me, whether by will or by trust agreement.
- S. COMPENSATION: My agent shall be reimbursed for all reasonable costs and expenses actually incurred and paid under this power of attorney. My agent shall act with reasonable compensation.
- T. RIGHTS UNDER COMMUNITY PROPERTY LAW, INCLUDING RIGHT OF MANAGEMENT AND CONTROL: My agent may exercise any management and control over community property or other property, as well as any other right I retain under the community property law. Further, my agent may enter into or amend existing agreements with my spouse or the personal representative of the estate of my spouse as to classification of property under community property law.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT
DISABILITY, INCAPACITY, OR INCOMPETENCY.

I hereby declare that any act or thing lawfully done hereunder by my said agent shall be binding upon me, my heirs, legal and personal representatives, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26 day of February, 2014, at the City of Pocatello, County of Bannock, Idaho.
2014

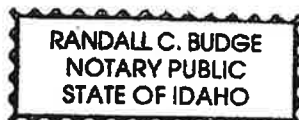
Rosella Hornbacher
ROSELLA BELLE HORNBACHER

STATE OF IDAHO)

) SS:

COUNTY OF BANNOCK)

Personally came before me this th 26 day of February, 2014, the above named ROSELLA BELLE HORNBACHER, to me known to be the person who executed the foregoing instrument and acknowledged the same.



R. Budge
Randall C. Budge, Notary Public
Bannock County, Idaho
My commission expires 10/11/2018

ArcGIS Web Map



2/13/2019, 5:33:23 PM

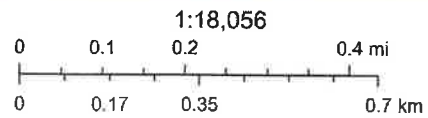
 ESPA Model Outline

POU - Water Rights

 All Other POU (non-provider)

 Irrigation Providers and Municipal Service Areas

 POD - Water Rights



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USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS | Esri, HERE, IPC | USGS TNM - National Hydrography Dataset. Data Refreshed January, 2019. | Idaho Department of Water Resources | Esri, Web AppBuilder for ArcGIS



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 25, 2019

MATTHEW HORNBACHER
3075 HORNBACHER RD
AMERICAN FLS ID 83211-5506

Re: Change in Ownership for Water Right No(s): 29-7175

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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist 1

Enclosure(s)

cc: Idaho AgCredit PCA
Idaho AgCredit FLCA
Aberdeen American Falls Ground Water District