

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 14 2018
DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-10904	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: Atha Biggers
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James & Dolores Roberts
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or ☐ and/or
- 120 Bramble Rd Horseshoe Bend Id 83629
Mailing address City State ZIP
- 208 584-3558 3r truck 318 2 fountain net net
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: 8-9-2018
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 8-14-18
 Signature: Dolores Roberts Title, if applicable _____ Date 8-14-18
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by AW Date 8-14-18 Receipt No. C105512 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 _____ Processed by [Signature] Date 8-16-18

REAL ESTATE PURCHASE AGREEMENT AMENDMENT

Jim & Geri Roberts ("Buyer") agrees to buy, and Patrick Biggers (Executor to Estate of Atha Biggers) ("Seller") agrees to sell, the real and personal property described below (the "Property"):

1. Description. The Property is described as follows:

Street Address: 120 Brownlee Rd. Horseshoe Bend, ID 83629

Tax Parcel Information: RP07N02E050150, as well as adjoining parcels 3.0 acres along Brownlee Rd.

Legal Description: See attached county tax statements, water rights as described in 65-10906, and legal easement providing access to spring.

Personal property included with the real estate being sold: None.

2. Purchase Price. The purchase price is \$ 255,000, which shall be paid in cash at the closing to the Executor of the Estate of Atha Biggers, excluding down payment of \$51,000; for the purpose of satisfying the "sale" and transfer of described property with the exclusion of buyer's interest.

3. Closing Costs. Seller shall pay all existing loans affecting the Property; all closing title costs not to exceed \$2475.50. Buyer shall pay remaining closing costs including recording fees on the deed and any deed of trust; as well as any "prepaid" expenses incurred at closing.

4. Title Insurance. An owner's title insurance policy in the amount of the purchase price shall be provided by the Seller. The title insurance company shall be Pioneer Title Co., 1500 S Washington Ave, #B, Emmett, ID 83617..

5. Financial Contingency. *[Select one.]*

☐ This Agreement is not conditioned upon Buyer's ability to obtain a loan or any other financial contingency.

☒ This Agreement is conditioned upon the following financial contingency: Buyer is able to meet purchase price as specified in Section 2 of this agreement..

6.. Inspection. *[Select one.]*

☒ Buyer has inspected the Property and accepts it in its present condition.

☐ Inspection rights are as follows:

7. Binding Effect of this Agreement. This Agreement shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both

Buyer and Seller.

8. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of Idaho.

9. **Cooperation.** Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

10. **Risk of Loss.** The risk of casualty loss or damage to the Property shall be borne by the Seller until transfer of title. If a casualty loss prior to closing exceeds 10% of the purchase price, either Seller or Buyer may elect to terminate this Agreement with a refund of earnest money to Buyer.

11. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Agreement: Water rights and any easement(s) as they pertain to said property as described in section one shall transfer from seller to buyer with the closing of sale.

12. **Real Estate Commissions.** Neither party is represented by a real estate agent. If a real estate commission is asserted, the party whose conduct gave rise to the claim shall defend it and hold the other party harmless from any liability or expense arising from it.

13. **Effective Date.** This Agreement shall take effect on June 2, 2018. Closing date shall be July 6, 2018.

Date: 6/12/18

Patrick C. Biggers
Seller

Date: 6/12/18

Jim Roberts
Buyer

Date: 6/12/18

Dolores Roberts
Buyer



PioneerTitleCo.
GOING BEYOND

Pioneer Title Company of Gem County
1500 S. Washington Ave.
Ste. B
Emmett, ID 83617
(208)365-5343

File Number: 655126
Loan Number: 2200817277
Loan Amount: \$200,800.00
Sales Price: \$251,000.00
Close Date: 8/9/2018
Disbursement Date:

BUYER(S) CLOSING STATEMENT

Type: Purchase

Property: 120 BROWNLEE ROAD
HORSESHOE BEND, ID 83629 (BOISE)
(010000 RP07N02E050150, 010000 RP08N02E329500)

Buyer(s): JAMES A ROBERTS AND DOLORES ROBERTS
8100 Sweet-Ola Highway
Sweet, ID 83670

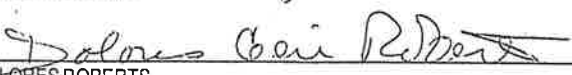
Seller(s): THE HEIRS AND DEVISEES OF ATHA BIGGERS, DECEASED, THEIR INTEREST
BEING SUBJECT TO THE ADMINISTRATION OF HER ESTATE UNDER PROBATE
CASE NO. CV 2014-624 WHEREIN PATRICK BIGGERS IS APPOINTED PERSONAL
REPRESENTATIVE.
120 Brownlee Road
Horseshoe Bend, ID 83629

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$251,000.00	
Lender Credit from U.S. Bank N.A.		\$753.00
Gift of Equity		\$50,200.00
Seller paid closing costs		\$2,475.50
Prorations		
County Taxes 1/1/2018 to 8/9/2018 @ \$1,092.24/Year		\$658.34
New Loans		
Loan Amount		\$200,800.00
Appraisal Fee to Red Sky	\$490.00	
Credit Report to Equifax	\$37.31	
Application Fee to U.S. Bank N.A.	\$395.00	
Commitment Fee to U.S. Bank N.A.	\$375.00	
Tax Service to CoreLogic Tax Services, LLC	\$21.50	
Flood Certification to CoreLogic Flood Services, LLC	\$5.50	
Prepaid Interest (25.4438 per day from 8/9/2018 to 9/1/2018)	\$585.21	
Homeowner's Insurance Premium (12 mo.) to Farmers Insurance Company	\$1,004.00	
Homeowner's Insurance \$83.67 per month for 3 mo.	\$251.01	
Property Taxes \$91.09 per month for 5 mo.	\$455.45	
Aggregate Adjustment	-\$182.22	
Title Charges		
Title - Lender's Title Insurance to Pioneer Title Company of Ada County	\$375.00	
Title - ALTA 22-06 Location - Issued w/ Loan Policy Endorsement(s) to Pioneer Title Company of Ada County		
Title - ALTA 8.1-06 Environmental Protection Lien (Residential) Endorsement(s) to Pioneer Title Company of Ada County	\$10.00	
Title - ALTA 9-06 (CLTA 100.2-06) FATCO Restrictions Encroachments and Minerals - Loan P Endorsement(s) to Pioneer Title Company of Ada County	\$40.00	
Title - Settlement or closing fee to Pioneer Title Company of Gem County	\$425.00	
Title - Wire Fee to Pioneer Title Company of Gem County	\$25.00	
Title - E-File Fee to Pioneer Title Company of Ada County	\$9.00	
Title - Doc Download Fee to Pioneer Title Company of Gem County	\$25.00	
Title - Courier Fee to Pioneer Title Company of Gem County	\$25.00	
Title - Closing Protection Letter to Pioneer Title Company of Ada County	\$25.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
Mortgage \$45.00	\$45.00	

APPROVED AND ACCEPTED

BUYER(S)


JAMES A ROBERTS


DOLORES ROBERTS

SETTLEMENT COORDINATOR


Palla Garringer

FLEMING LAW OFFICES, PLLC
TIMOTHY L. FLEMING (ISB No. 5692)
THEODORE J. FLEMING (ISB No. 7456)
P.O. Box 814
1312 S. Washington Avenue, Ste. F
Emmett, Idaho 83617
Telephone: (208) 365-9400
Facsimile: (208) 365-4541

Attorney for Personal Representative

FILED ^{AM}_{22 PM}

JUL 22 2014

SHELLY TILTON, CLERK
Rebecca Flowers DEPUTY

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM**

IN THE MATTER OF THE ESTATE OF

ATHA BIGGERS,
DOB: 10/07/1925

Deceased.

Case No. CV 2014-1624

**APPLICATION FOR INFORMAL
PROBATE OF WILL AND
INFORMAL APPOINTMENT OF
PERSONAL REPRESENTATIVE
(I.C. 15-3-301)**

Fee Category: A. 6.
Fee: \$166.00

1. Applicant's interest in this matter is that of the son of the Decedent and devisee under the Decedent's Holographic Will (pursuant to I.C. §15-2-503), and a person having priority for appointment as Personal Representative.
2. Applicant is qualified to act as personal representative and has priority because there is no person with a higher or equal priority for such appointment.
3. The Decedent died on June 20, 2014 at the age of 88 years.
4. Jurisdiction is proper because at the time of death the Decedent was domiciled in the state of Idaho.

5. The Decedent was not married at the time of her death and the names and addresses of the children, heirs and devisees of the Decedent, all of whom are adults, so far as known or ascertainable with reasonable diligence by Applicant are:

<u>NAME</u>	<u>ADDRESS</u>	<u>RELATIONSHIP</u>
Patrick Biggers	120 Brownlee Rd Sweet, ID 83670	Son /Devisee
Gary Biggers	743 Brownlee Rd Sweet, ID 83670	Son/heir
Jim Roberts	8100 Ola Rd. Sweet, ID 83670	Son/heir
Don Roberts	8262 Peet Ln. Melba, ID 83641	Son/heir
Linda Parkhurst	4490 Silver Cr Buhl, ID 83316	Daughter/heir

6. No Personal Representative has been appointed in this state or elsewhere whose appointment has not been terminated.

7. Applicant has neither received nor is he aware of any demand for notice of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere.

8. The time limit for informal probate or appointment has not expired because not more than three years have passed since the Decedent's death.

9. The original of the Decedent's Will dated April 19, 2014 accompanies this application (Holographic Will pursuant to I.C. §15-2-503). To the best of Applicant's knowledge, neither that Will nor any other Will of the Decedent has been subject of a previous probate order.

10. Applicant believes that the Will that is the subject of this application was validly executed.

11. Having exercised reasonable diligence, Applicant is unaware of any instrument revoking the Will that is the subject of this application and believes that such Will is the Decedent's Last Will and Testament.

12. To the best of Applicant's knowledge, the Will to which this application relates is not part of a known series of testamentary instruments, the latest of which does not expressly revoke the former.

13. Bond is not required under I. C. 15-3-603.

14. Any required notice has been given or waived.

WHEREFORE, Applicant requests that:

1. The Decedent's Holographic Will dated April 19, 2014 be informally probated.

2. Patrick Biggers be informally appointed Personal Representative of the estate of the Decedent, to act without bond.

3. Upon qualification and acceptance, Letters Testamentary be issued to Applicant.

Dated this 18 day of July 2014.


PATRICK BIGGERS

STATE OF IDAHO)
) SS.
County of Gem)

PATRICK BIGGERS, being first duly sworn upon oath, says that the facts set forth in the foregoing Application are true, accurate, and complete to the best of Applicant's knowledge and belief.

Patrick G. Biggers
PATRICK BIGGERS

SUBSCRIBED AND SWORN to before me this 18 day of July 2014.



Todd Fleming

NOTARY PUBLIC for Idaho
Residing at Emmett, Idaho
My commission expires: 3.31.20.

STATE OF IDAHO
CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed: JUNE 24, 2014

State File No. 2014-05773

DECEDENT - LEGAL NAME ATHA BIGGERS			
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 88 YEARS	DATE OF BIRTH OCTOBER 07, 1925
BIRTHPLACE EMMETT, IDAHO		PLACE OF RESIDENCE HORSESHOE BEND, IDAHO	
MARITAL STATUS AT TIME OF DEATH WIDOWED		NAME OF SURVIVING SPOUSE (if wife, maiden name)	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME JAMES M FULLER			BIRTHPLACE NEBRASKA
MOTHER - MAIDEN NAME JENNIE MOORE			BIRTHPLACE MISSOURI
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE THOMAS W. BUCK	
NAME AND ADDRESS OF FUNERAL FACILITY POTTER FUNERAL CHAPEL, EMMETT, IDAHO			
DATE OF DEATH JUNE 20, 2014	TIME OF DEATH 6:30 P.M.	CITY, TOWN OR LOCATION OF DEATH HORSESHOE BEND, IDAHO	COUNTY OF DEATH BOISE
CAUSE OF DEATH (underlying cause last) a. METASTATIC BREAST CARCINOMA			Approximate interval Between Onset and Death 3 YEARS
b. DUE TO (or as a consequence of):			
c. DUE TO (or as a consequence of):			
d. DUE TO (or as a consequence of):			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER JEREMY A. BASSE, N.P.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: JUNE 24, 2014

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



Dear family. I love you
this is my will.

I want it to be divided equal between
all five of you.

the ~~personal~~ personal property.

I promised Don the roll top desk.

Give my Berne sewing machine to

~~the~~ Give the Grandmother clock

most of the things in the basement

and the shop belongs to Pat

Give the wall clock. I bought it

from Germany in a brown suit case

the rest whatever you want.

Please don't fight over it.

Love,

Mom

John Bigger

John J. Newell 04-19-14

10603 E. Sheffield Rd.

Emmett, Id. 83617



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

August 16, 2018

JAMES A ROBERTS
DELORES (GERI) ROBERTS
120 BROWNLEE RD
HORSESHOE BEND ID 83629-8096

Re: Change in Ownership for Water Right No(s): 65-10906

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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Water District No. 65