



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 27, 2016

JD & Ashlynn Oborn
575 Cheyenne
Pocatello ID 83204

John & Teresa Oborn
4511 Hawthorne Rd
Chubbuck ID 83202

Dillian & Tessa Anderson
5285 Hawthorne Rd
Chubbuck ID 83202

The "Notice of Change in Water Right Ownership" for 29-7130 has been returned for the following item(s):

**** As per your request. On January 22, 2015 the department talked to JD Oborn in regards to the above mentioned water right. Mr. Oborn has requested we return the ownership change application unprocessed. It sounds as though are additional transactions that need to be complete prior to processing this application. Therefore the application is being returned unprocessed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department within 120 days of the change. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

If you have any questions please contact Jonie Barg at (208)525-7161.

When you have the information required please resubmit the entire packet to our Idaho Falls Office at the address below:

Idaho Department of Water Resources
Eastern Region
900 N Skyline Ste A
Idaho Falls ID 83402-1718

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Barg, Jonie

From: Barg, Jonie
Sent: Wednesday, January 27, 2016 9:55 AM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E041695.pdf

Rhea,

Good morning!!

I have a refund request as follows:

Receipt number: E041695
Amount: \$25.00
Payable to: Dillon Anderson
5285 Hawthorne Rd
Chubbuck ID 83202

Reason: Total filing fee received \$25.00 for an ownership change application. Additional information was required to complete all of the ownership change. The applicant requested we return the application. They plan to resubmit it at a later date.

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
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 17 2015

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?
29-7130	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) Ila Hilliard surviving spouse
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): J.D. Oborn
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

575 Cheyenne Pocatello ID 83204
Mailing address City State ZIP

208-852-6237 jdoborn@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: September 10, 2015

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] 9/29/2015
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by JB Date 12/17/16 Receipt No. E041695 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 _____ Date _____

Refund Request Sent 1/27/2016

Attachment to Notice of Change in Water Right Ownership
complete list of new owners

J.D. and Ashlynn Oborn, Husband and Wife

575 Cheyenne, Pocatello, Idaho 83204

Phone: 28-760-7114

John N. and Teresa A. Oborn, Husband and Wife

4511 Hawthorne Rd, Chubbuck, Idaho 83202

Phone: 28-237-8504

Dillon C. and Tessa M. Anderson, Husband and Wife

5285 Hawthorne Rd, Chubbuck, Idaho 83202

Phone: 208-232-0916

Each owner has an undivided interest in the
water right.

RECORDING REQUESTED BY
First American Title Company

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

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 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.



Ila Hilliard

STATE OF

Washington

)
SS.

COUNTY OF

Spokane

)

Notary Public
State of Washington
KARIN L SELLAND
My Appointment Expires Jul 20, 2019

On this 17 day of **September, 2105**, before me, a Notary Public in and for said State, personally appeared **Ila 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 (\$12,060.00) 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. O'Brien
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.

[Signature]
Seller

1511 So. Jackson Rd Spokane Va., Wa 99212
Seller's Address

[Signature]
Seller

509-535-8585 509-220-2818
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

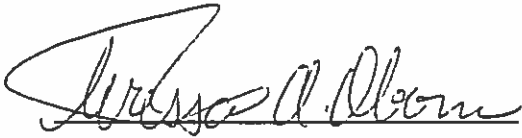
Attachment to Real Estate Purchase and Sale Agreement

List of Buyers

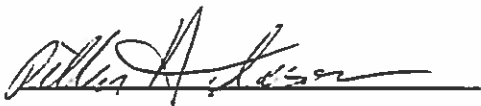
John N. Oborn
Teresa A. Oborn
Dillon C. Anderson
Tessa M. Anderson
J.D. Oborn
Ashlynn Oborn

Additional signatures of Buyers

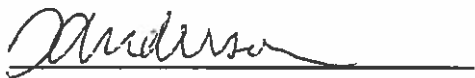
- Teresa A. Oborn – 4511 Hawthorne Road, Chubbuck, ID 83202 Phone: 208-237-8504



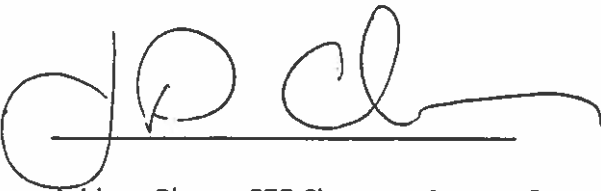
- Dillon C. Anderson – 5285 Hawthorne Road, Chubbuck, ID 83202 Phone: 208-705-8510



- 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