

RECEIVED

AUG 6 1992

Department of Water Resources

State District Office

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAH
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A29-07716A
Date Received: 4/ 5/1990
Receipt No: X777777
Received By: _____

COPY

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WAYNE G. JENSEN 208-238-0283
Address: 1384 W. SYPHON RD.
POCATELLO ID 83202
OR
Name: BETTY L. JENSEN 208-238-0283
Address: 1384 W. SYPHON RD.
POCATELLO ID 83202

2. Date of Priority: MAY 31, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	33E	2	NE	NW	NW		POWER

5. Description of diverting works:
WELL, PUMP, TANK, LINES & TROUGHS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.040		7.00
STOCKWATER	01/01	12/31	0.010		0.10
DOMESTIC	01/01	12/31	0.030		0.60

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) 7.70 A.F.A.

8. Total consumptive use is 10.0 Acre Feet Per Annum.

9. Non-irrigation uses:
D/ONE HOME, S/ASSORTED SMALL LIVESTOCK, FOWL

MICROFILMED

NOV 19 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	33E	2	NW	NW		IRR	2.0
			NW	NW		DOMEST	
			NW	NW		STOCK	
Section Acres							2.0
Total Acres							2.0

11. Place of use in counties: POWER

12. Do you own the property listed above as place of use? YES

13. ~~Other Water Rights Used:~~

~~A29-07716B FROM SAME WELL.~~

WJ 8-4-92

14. Remarks:

~~THIS NOTICE OF CLAIM IS AN AMENDMENT OF A29-07716 REPRESENTING A SPLIT AND CHANGE IN OWNERSHIP OF THE ORIGINALLY FILED NOTICE. THE REMAINDER, (A29-07716B) IS TO BE FILED BY BLAIR WILCOX.~~

WJ-8-4-92

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):

Wayne G. Jensen
Betty L. Jensen

Date: 8-4-92

Date: 8-4-92

MICROFILMED

NOV 13 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A29-07716A
Date Received: 4/ 5/1990
Receipt No: E012892
Received By: _____

RECEIVED

AUG 19 1991

Department of Water Resources
Eastern District of Idaho

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: WAYNE G. JENSEN
Address: 1384 W. SYPHON RD.
POCATELLO, ID

208-238-0283

83202/4

OR

Name: BETTY L. JENSEN
Address: 1384 W. SYPHON RD.
POCATELLO, ID

208-238-0283

83202/4

2. Date of Priority: MAY 31, 1983

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	33E	2	NE	NW	NW		POWER

5. Description of diverting works:
WELL, PUMP, TANK, LINES & TROUGHS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.040		7.00
STOCKWATER	01/01	12/31	0.010		0.10
DOMESTIC	01/01	12/31	0.030		0.60

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or)

7.70 A.F.A.

8. Total consumptive use is 10.0 Acre Feet Per Annum.

9. Non-irrigation uses:

D/ONE HOME, S/ASSORTED SMALL LIVESTOCK, FOWL

A2907716A



MICROFILMED

NOV 13 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	33E	2	NW	NW		IRR	2.0
			NW	NW		DOMEST	
			NW	NW		STOCK	
					Section Acres		2.0
					Total Acres		2.0

11. Place of use in counties: POWER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A29-07716B FROM SAME WELL.

14. Remarks:

THIS NOTICE OF CLAIM IS AN AMENDMENT OF A29-07716 REPRESENTING A SPLIT AND CHANGE IN OWNERSHIP OF THE ORIGINALLY FILED NOTICE. THE REMAINDER, A29-07716B, IS TO BE FILED BY BLAIR WILCOX.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Wayne S. Jensen Date: _____
Betty S. Jensen Date: 9

MICROFILMED

NOV 13 1992

State of Idaho

County of Bannock)
) SS.

Subscribed and sworn (or affirmed) before me this 14th day

of August 1991

Seal

Julianne Jones
Notary Public

Residing at Pocatello, Id

My Commission Expires Nov 92

MICROFILMED

NOV 13 1992

Log for claim A29-07716A

Spatial Dynamics BTD

9/25/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06s33e	2	NWNW	2	3.2	
Totals:			2	3.2	

AJ5809NP
No. A29-07716A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/24/00
PAGE: 131

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WAYNE G JENSEN	05/31/1983	IRRIGATION	03-15 11-15	0.040 CFS	7.00 AFA
C	BETTY L JENSEN		STOCKWATER	01-01 12-31	0.010 CFS	0.10 AFA
	13563 N MANNING LN		DOMESTIC	01-01 12-31	0.030 CFS	0.60 AFA
	CHUBBUCK ID 832025172					
	(208) 238-0283					
				TOTAL DIVERSION:	0.060 CFS	7.70 AFA
				CONSUMPTIVE USE:		10.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T06S R33E S02

NENWNW

POWER County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
06S	33E	2	:								02									:	2.0
																				TOTAL ACRES	2.0

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
06S	33E	2	:								S									:	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
06S	33E	2	:								D									:	

POU County: POWER

Non-Irrigation Uses: D/ONE HOME, S/ASSORTED SMALL LIVESTOCK, FOWL

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A29-07460 A29-07716B A29-12276

Other Water Rights Listing Overlapping Place(s) of Use:
A29-07460 A29-07716

Remarks: GEN NOTICE IS RESULT OF CHANGE IN OWNERSHIP FOR A PORTION OF
A29-07716, PAID UNDER RECEIPT E012892. EMC 08-27-92
|
ADDRESS CHANGE BY CLAIMANT LETTER W/NOTE THAT MR. JENSEN PASSED
AWAY 8-19-96.

AJ5809NP
No. A29-07716A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/24/00
PAGE: 132

=====

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
		Presumption Flag:	
Audit:	08/27/92 CARLSEN	07/29/94 THOMPSON	03/29/95 POST-STD 10/07/96 SSHERMAN



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

October 1, 1996

KARL J. DREHER
DIRECTOR

WAYNE G OR BETTY L JENSEN
13563 N MANNING LN
CHUBBUCK ID 83202-5172

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim No. A29-07716A
Change of Address

Dear Claimants,

IDWR has been notified the address presently in our claim records is incorrect. Although we have reached you at the address above, we need you to confirm this is your correct mailing address. Future notices related to your SRBA claim can be sent only to the address on your claim or as otherwise changed by you. The staff of this agency must avoid relying upon the word of others about your mailing address.

If the address above is correct, please sign your name at the bottom of this letter, and return it to this office. Otherwise, please make the proper corrections, sign, and return this letter. Thank you for your help. We hope to assure that you receive future notices about SRBA matters.

If the ownership of the property to which the water right referenced above apply has changed, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Adjudication Bureau Staff

SO:ss:region

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

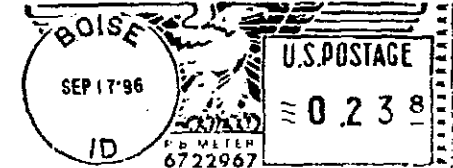
MICROFILMED

NOV 13 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

RECEIVED
SEP 23 1996
Department of Water Resources

PRESORTED
FIRST CLASS



A29-07716A ✓
WAYNE G JENSEN
BETTY L JENSEN
1384 W SYPHON RD
POCATELLO

IN 83202

JEN5384 832043003 1795 09/19/96
FORWARD TIME EXP RTN TO SEND
JENSEN
13563 N MANNING LN
CHUBBUCK ID 83202-5172

RETURN TO SENDER

83202



NOV 13 1996
MICROFILM

8-4-92

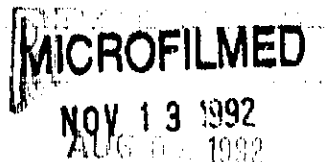
Ernie Carlson

As per our phone conversation on 8-3-92 about Wilcox name and water right number him on the notice of claim to a water right that I recievd in the mail from your office. Blair Wilcox has his own well which was drilled on his property last year. He has no intrest in the well which is on my Property. the papers I mailed to you on 7-23 with the topic of the well agreement where I bought him out of the well on my Property. I would like item #13 so it does not show his water right # A29-07316B - shown on my copies and item #14 - changed so his water right number does not show on my notice of claim to a water right -

Wayne L. Jensen
1384 W. Osipson Rd
Pocatello, Idaho
83204

any questions about this call me
my phone # is - 208-238-0283

thank you



Department of the Interior
Eastern District Office

STATE OF

IDAHO

COUNTY OF

BANNOCK

SS.

On the 4 day of August, in the year 1992, before me, a Notary Public,
in and for said County, personally appeared Wayne & Betty Jensen,
husband & wife
known to me to be the person s whose name are subscribed to the within instrument, and
acknowledged to me that 4 he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 13 day of Nov, 1992.

My commission expires Nov, 1992.

Residence

Poratello, Id

MICROFILMED

NOV 13 1992

Notary Public

JULY 27, 1992

WAYNE G JENSEN
1384 W SYPHON ROAD
POCATELLO ID 83202

RE: CHANGE IN OWNERSHIP FOR A29-07716A

Dear Mr. Jensen:

The request for Change in Ownership concerning your Notice of Claim in the above reference has been processed and the Notice modified to reflect you as the new owner.

The original water right (A29-07716) in the name of Vaughn Applebee was split as follows: To Vaughn Applebee; .03 cfs (domestic and stockwater); Wayne Jensen; .06 cfs (irrigation, 2 acres; domestic and stockwater).

Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure: NOTICE OF CLAIM

cc: Bradley Jahn

MICROFILMED
NOV 13 1992

RECEIVED

JUL 07 1992

Department of Water Resources
Eastern District Office

Mr. Paul Meyer

Paul please find copies of the agreement for the sale of interest in well where I bought Blair and Betty Wilcox interest in the well that is located on my property at 1384-W-Siphon Road - Pocatello, Idaho well located in Power County on the form that you sent me last year where Blair Wilcox name appears under item number fourteen could I get this form without Blair Wilcox name on it. Ident. Number A29-07716A - Civil Case number 39576 - Receipt No. R012892 also item 13 where it says other water rights used - A29-07716B from same well.

thank you

Wayne H. Jensen

1384-W-Siphon Rd

Pocatello, Idaho

83 204

MICROFILMED

NOV 13 1992



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

JUL 24 1992

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM _____
Lot _____, Block _____, Subdivision/Townsite _____
Department of Water Resources
Eastern District Office

If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: _____

A29-07716

☐ Name and Address of Former
Owner/Claimant(s)(Seller): _____

Vaughn or Patricia Applebee
1384 W. Syphon Rd. Forestella ID

☐ New Owner/Claimant
(Purchaser): _____

Wayne G. Jensen or Betty L. Jensen

☐ New Mailing Address: _____

1384 W. Syphon Rd.
Forestella ID 83204

☐ New Telephone Number: _____

(208) 238-0283

☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

0.04 cfs for irrigation of 2 acres

0.01 cfs for stockwater

0.03 cfs for domestic; one home

Total 0.08 cfs.

☒ Attach proof of
ownership, describe
proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New
Owner/Claimant(s) _____

Wayne G. Jensen
Betty L. Jensen

Date 7-23-92

Date 7-27-92

☐ Signature of Former
Owner/Claimant(s): _____

Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

MICROFILMED

NOV 19 1992

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

Paul Meyer

4-1 State of Idaho Department of Water Resources *92007125*

AGREEMENT FOR THE SALE OF INTEREST IN WELL

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Blair Wilcox and Bette J. Wilcox, whose address is 1808 Government Road, Pocatello, Idaho (hereinafter called "Grantors"), for valuable consideration in the sum of \$3,293.75, lawful money of the United States of America to him in hand paid by Wayne Jensen and Betty L. Jensen, whose principal address is 1384 West Syphon, Pocatello, Idaho (hereinafter called "Grantees"), the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto Grantees, their heirs and assigns, all of their 50% interest in the well located on what is known as the Walton property as deeded to Grantors in a certain Quitclaim Deed, which has been recorded in the Power County Recorder's Offices as Instrument No. 151560. A copy of said Quitclaim Deed is attached and incorporated herein by reference as Exhibit "A". Said well setting being more particularly described as:

Beginning at the Northwest corner of section 2, Township 6 South, Range 33 E.M.B. in Power County, Idaho a point in the center line of Syphon Road; thence Easterly 1,104 feet more or less, thence Southerly 445 feet more or less to the well.

To have and to hold, the same unto the Grantees, their heirs and assigns forever, and the Grantors hereby covenant that they are the lawful owners of 50% of said well, have good right, full power, and lawful authority to convey the same.

It is further agreed that Grantors shall be released of any and all obligation they may have with respect to the repair, maintenance and upkeep of said well and associated Pipeline. Moreover, it is agreed that the Grantors relinquish any easement rights they may have for the purpose of transporting said water from the above described well to Grantors' property.

MICROFILMED

NOV 13 1981

4-2

The parties further agree that upon the consummation of this sale agreement, they mutually release, acquit and forever discharge the other party of and from any and all action, causes of action, claims, demands, damages, costs, loss and services, expenses and compensation, on account of or in any way growing out of the parties prior relationship with respect to the above mentioned well.

The Grantees agree to allow Grantors to continue the use of said well under the arrangement which pre-dated this agreement until June 1, 1992, to allow the Grantors sufficient time and opportunity to install and make operational their new well. Grantors agree to pay 1/2 of the electric bill for April/May, 1992, and a pro rata portion of the electric bill for that portion of the May/June bill which Grantors were using water. In addition, Grantors agree to pay 1/2 of the September, 1991 power bill upon Grantees production of said bill.

IT WITNESS WHEREOF, the Grantors and the Grantees have hereunto set their hands and seals the day and year first above written.

Blair Wilcox
BLAIR WILCOX

Bette J. Wilcox
BETTE J. WILCOX

STATE OF IDAHO)
 :SS
County of Bannock)

On this 8 day of May, 1992, before me, the undersigned Notary Public in and for said County and State, personally appeared BLAIR WILCOX and BETTE J. WILCOX, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same.

MICROFILMED

NOV 13 1992

4-3

92007125

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

NOTARY SEAL

(Seal)

Mitchell W. Brown
NOTARY PUBLIC FOR IDAHO
Residing in:
My Commission Expires: 1-13-98

Wayne Jensen
WAYNE JENSEN

Betty L. Jensen
BETTY L. JENSEN

STATE OF IDAHO)
 :SS
County of Bannock)

On this 5th day of May, 1992, before me, the undersigned Notary Public in and for said County and State, personally appeared WAYNE JENSEN and BETTE L. JENSEN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same.

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

(Seal)

NOTARY SEAL

Ronald L. Jensen
NOTARY PUBLIC FOR IDAHO
Residing in:
My Commission Expires: 1-1-93

NO. 92007125
RECORDED AT REQUEST OF
Wayne Jensen
'92 MAY 12 P4:01 MICROFILMED
OFFICIAL RECORD BY NO. 563 NOV 13 1992
CLERK OF DISTRICT COURT
FILE 12-10 DS OK

QUITCLAIM DEED

92007125

For Value Received

BLAIR WILCOX

do hereby convey, release, remise and forever quit claim unto

BLAIR WILCOX AND BETTE J. WILCOX, Husband and Wife

whose current address is

Pocatello, Idaho

the following described premises, to-wit:

BEGINING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 33 E.B.M. IN POWER COUNTY, IDAHO, A POINT IN THE CENTER LINE OF SYPHON ROAD; THENCE EASTERLY 1,170.00 FEET ALONG CENTER LINE OF SYPHON ROAD TO A POINT WHICH IS THE REAL POINT OF BEGINNING. THENCE CONTINUING EASTERLY ALONG CENTER LINE OF SYPHON ROAD 260 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF CROCHETT ROAD SOMETIMES KNOWN AS GOVERNMENT ROAD; THENCE SOUTHERLY 669.85 FEET ALONG CENTER LINE OF CROCHETT ROAD; SOMETIMES KNOWN AS GOVERNMENT ROAD, FOR WHICH THERE IS A 20 FOOT EASEMENT FOR SAID ROAD ALONG THE SOUTHERLY 669.85 FEET, TO A POINT; THENCE WESTERLY 260 FEET TO A POINT; THENCE NORTHERLY 670.8468 FEET, MORE OR LESS, TO THE REAL POINT OF BEGINNING.

Plus 50% of the well on the adjacent property, known as the Walton property. Said well setting:

Begining at the northwest corner of Section 2, Township 6 South, Range 33 E.M.B. in power County, Idaho, a point in the center line of Syphon Road; thence easterly 1,104 feet more or less, thence southerly 445 feet more or less to the well.

together with their appurtenances.

Dated:

10-27-1989

Blair Wilcox

STATE OF IDAHO, COUNTY OF POWER

On this 27th day of October, 1989, before me, a notary public in and for said State, personally appeared BLAIR WILCOX

151560

Instrument # 8 Time 10:22
Exec. of Blair Wilcox

OCT 27 1989

MICROFILMED

NOV 13 1989

INSPECTION RIDER TO PURCHASE AGREEMENT

This is a Rider to a Purchase Agreement (the "Agreement") dated as of _____ between MR+MRS APPLEBEF. as Seller and MR+MRS JENSEN as Purchaser with respect to the property at 1384 W. SIPHON

In the event of any conflict between the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall be controlling. Throughout this Rider the words "you", "your" and "yourselves" refer to the Purchaser(s) of the property, and the words "we", "our" and "us" refer to the Seller(s) of the property.

1. Condition of Premises: The house and fixtures, appliances and personal property (collectively "contents") being sold and purchased are not new. You understand and agree that neither we nor any of our agents have made any representations concerning the house or the contents except as noted below:

N/A

2. Right to Inspect: You have the right and duty to inspect the house and contents or have them inspected by an expert you select to determine whether any defects exist, including insulation that may be toxic. You will be required to pay for these inspections.

3. Limitation of Remedies: If you or any one representing you discover any defects in the house or contents, you must notify our agent or attorney in writing, describing these defects, within fifteen (15) days after the date you sign this Rider. We will let you know within ten (10) days from the date we receive your written notice of any defects whether we will repair the defect or credit you the cost of the repair at settlement or explain ~~the condition of the property~~.

You still have the right to make a final inspection before settlement to be sure that the condition has not changed from your first inspection, even if we repair the defect or credit you cost of repair at settlement or sell it in "as-is" condition.

4. Settlement as Final: If you do choose not to inspect the premises and contents or if you do not have an expert inspect them for you or if you do not tell us in writing of any defect in the premises or the contents within the time limit noted above, we will take that to mean that you have accepted the condition of the premises and the contents as satisfactory and we and our agents will have no liability with respect to them.

Similarly, if you accept delivery of the Deed at settlement, we will take it to mean that you have accepted the condition of the premises and contents, that they were satisfactory to you at the time of the closing, that we and our agents shall have no liability with respect to them, and that you have waived your right to dispute their condition or assert any claim related to the premises at any time in the future.

This provision shall survive delivery of the Deed and the closing.

BY: Thaughan A. Applebee
Seller

BY: Wayne L. Jensen
Purchaser

12-10-90 Patricia A. Applebee
Date Signed

12-5-90 MICROFILMED
Date Signed NOV 13 1992

Seller

Purchaser

Betty L. Jensen

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This form is printed and distributed by the Idaho Association of REALTORS®. This form has been designed for and is provided only for real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®. Use by any other person is prohibited.



POCATELLO, Idaho Nov. 23, 1990

BETTY & WAYNE JENSEN

MRS APPLEBEE

(hereinafter called "Buyer") agrees to purchase, and (hereinafter called "Seller") agrees to sell the following property located in POCATELLO

County of BANNOCK, State of Idaho, commonly known as 1384 SIPHON

and legally described as: TO BE ATTACHED

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, OR ATTACHED HERETO PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes Broker to insert over Buyer's signature the correct legal description of the property if it is unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. EARNEST MONEY

(a) Buyer hereby deposits and receipt is hereby acknowledged of SIX HUNDRED Dollars (\$ 600.00) in the form of ☐ Cash, ☒ Personal Check, ☐ Cashier's Check, ☐ Note Due, or ☐ _____

(b) Said Earnest Money to be deposited in trust account, upon acceptance by all parties, or ☐ _____, 19 _____, and held by ☐ Listing Broker, ☒ Selling Broker, ☐ Other _____ for the benefit of the parties hereto, and the GORDON WILKS Broker shall hold the fully executed broker's copy of this agreement.

2. TOTAL PURCHASE PRICE IS \$ SEVENTY EIGHT THOUSAND THREE HUNDRED Dollars (\$ 78,300) payable as follows:

(a) \$ APPROX \$ 7200 Cash down, including the above deposited Earnest Money.

(b) \$ APPROX \$ 71,500 Balance of the purchase price which does not include Mortgage Insurance Premium where applicable, which will be paid as follows: CASH DOWN & ASSUME EXISTING LOAN

3. This agreement ☐ is, ☒ is not contingent upon Buyer qualifying for: ☐ FHA, ☐ VA, ☐ Conventional, ☐ FmHA, ☐ IHA, ☒ Assumption of existing loan(s)

(a) ☐ NEW FINANCING Purchase loan of not less than \$ N/A at _____ % interest per annum with a _____ year term. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer to pay no more than N/A points plus origination fee, if any. Seller to pay the discount points necessary in order to obtain above described interest rate but points not to exceed N/A

(b) ☐ ASSUMPTION of existing loan of approximately \$ 71,500 at no more than 10 % interest.

4. This agreement ☐ is, ☒ is not contingent upon the sale and closing on property owned by Buyer described as _____

before _____ listed with _____

5. If there are contingencies stated herein, Seller ☐ shall, ☒ shall not have the right to continue to offer the property for sale. If the property is to remain on the market, the provisions of Paragraph J on page 2 hereof will apply and the number of days applicable to Paragraph J shall be _____ calendar days.

6. The following items are specifically EXCLUDED FROM THE SALE: _____

The following items are specifically INCLUDED IN THE SALE: SATELLITE DISH

7. COSTS in addition to those listed below may be incurred by Buyer and Seller. Any costs or fees necessary to the closing of this transaction are not included in the purchase price and shall be borne 50% by the Seller and 50% by the Buyer, unless otherwise agreed herein, or provided by law or required by lender. Buyer shall purchase Seller's reserve account if loan assumption.

Costs Paid By:	Appraisal	Loan Assumption	Well Inspection	Pump/Inspect Septic	Government Code Inspect. If required	Contract and/or Document Prep.	Closing Agent's Fee	Long Term Escrow Fees	Lender or Code Repairs			
Buyer												
N/A	✓		✓	✓	✓	✓		✓	✓			
Seller							✓					
Share Equally												

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

Discount points to be paid as agreed herein. As a result of any governmental inspections SELLER MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code and Seller agrees to hold the Buyer, the Listing Broker, the Selling Broker, and/or their representatives harmless for any such required repairs or upgrade WHETHER A SALE IS COMPLETED UNDER THIS AGREEMENT OR NOT. Cost of agreed repairs, if any, not to exceed \$ N/A

37. COMPLETED UNDER THIS AGREEMENT ON _____

38. Liens, encumbrances or defects in title to the property which are to be discharged by Seller, assumed or waived by the Buyer or which title will be taken subject to by the Buyer (not other

39. both herein) are: NONE

40. AMERICAN LAND PIONEER Title Company shall provide the title policy and preliminary report of commitment required.

41. If a long term escrow/collection is involved, the escrow holder shall be _____

42. CLOSING. The "closing agent" shall be AMERICAN LAND PIONEER

43. Responsible for closing is GORDON WILKS On or before the closing date, Buyer and Seller shall deposit with the

44. agent all funds and instruments necessary to complete the sale. The closing date shall be on or before DEC 15, 1990

45. 11. POSSESSION. Seller shall deliver possession to Buyer on or before DEC 15, 1990, and taxes and water assessments (if

46. last available assessment as a basis), rents, insurance premiums, interest and reserves on loans, liens, or obligations assumed or taken subject to, and utilities shall be provided

47. CLOSING except: _____

48. 12. The following additional terms and conditions apply to this agreement: N/A

51. 13. AGENCY DISCLOSURE. At the time of the signing of this agreement, the agent working with the Buyer represented AMERICAN LAND PIONEER and working with the Seller represented AMERICAN LAND PIONEER. Each party signing this document confirms that prior written disclosure of agency provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

54. 14. ACCEPTANCE. Seller shall have until the 24 day of Nov, 19 90, 5 o'clock ☐ Am, ☒ PM, local time at the location of the subject property to accept this offer. If not accepted, this offer shall lapse and the Broker shall return the Earnest Money to the Buyer.

56. 15. BUYER'S SIGNATURE.

57. Buyer Wayne J. Jensen Address: _____

58. Buyer Betty J. Jensen Phone: (H) _____ (W) _____

59. 16. ACCEPTANCE BY SELLER. The undersigned Seller accepts Buyer's offer the 23 day of Nov, 19 90, 7:30 o'clock ☐ Am, ☒ PM, and further agrees to pay brokerage fee of \$ 5481 to C-21/10A (Brokerage) for services, payable at closing.

61. Seller Patricia Applebee Address: 1384 W. Siphon Rd.

62. Seller Patricia Applebee Phone: (H) 238-1087 (W) 232-6150

63. Listing Brokerage: Century 21/A-Jenny Selling Brokerage: Century 21/Betty Jensen

64. STATE OF _____

65. County of _____

66. On this _____ day of _____, in the year of 19 _____, before me, _____, personally appeared _____

67. 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 executed

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

NOTARY PUBLIC FOR _____

Residing at _____ My Bond Expires: _____

73. DOCUMENT RECEIPT: (Alternative A or B must be completed).

74. A. I/We acknowledge receipt of a complete copy of the foregoing Agreement bearing all signatures above this line:

75. SIGNATURE OF SELLER(S) Patricia Applebee Date 11-27-90 SIGNATURE OF BUYER(S) Wayne J. Jensen Date 11-

76. Betty J. Jensen Date 11-23-90

77. ☐ B. I personally caused a true, correct and complete copy of the foregoing agreement bearing all signatures to be mailed by

78. by Certified Mail, return receipt requested to the ☐ Seller, ☐ Buyer.

BROKER'S COPY

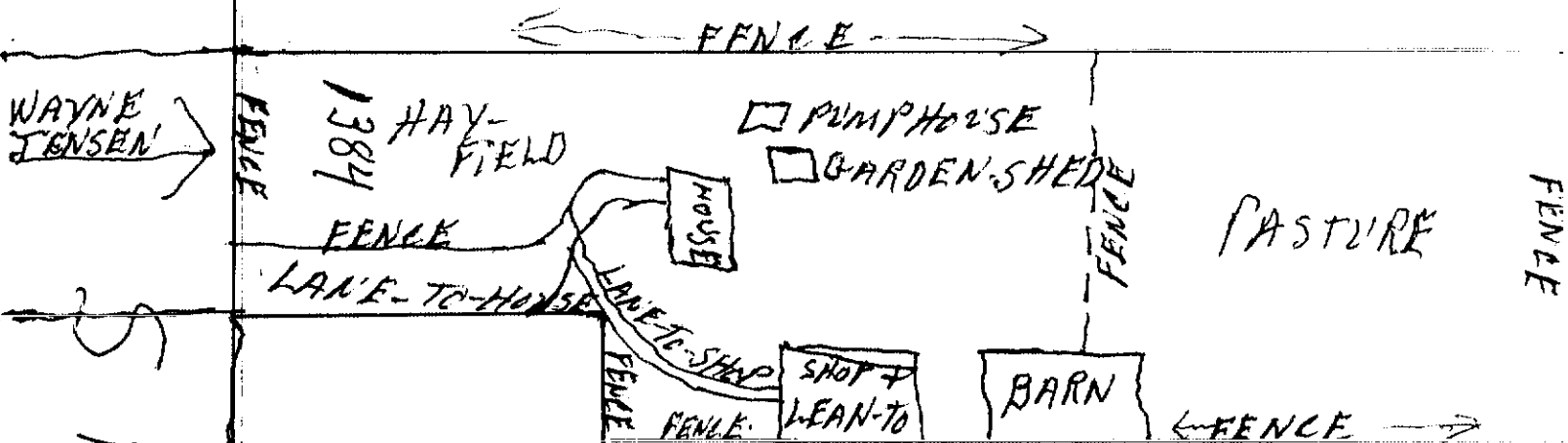
RECEIVED

GOVERNMENT - ROAD → SOUTH

JUL 24 1992

Department of Water Resources
Eastern District Office

BLAIR-WILCOX - PROPERTY



ED. MONROE - PROPERTY

ALAN-MONROE - PROPERTY

WORTH - PROPERTY

NOV 13 1995

INCHONITWED

INTER-DEPARTMENT MEMO

TO: Wayne Jensen

SUBJECT: Change in Ownership

FROM: Ernie Carlson

DATE: July 20, 92

I have identified your portion of the water right as it was recorded on the Amended Notice of Claim you submitted.

Please sign the change in ownership and return it accompanied by a copy of the purchase agreement & plat map.

MICROFILMED

NOV 13 1992

Ernie

signature

() For your information

() Response required



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

August 6, 1991

Wayne Jensen
1384 W. Syphon Road
Pocatello, Idaho 83202

RE: Notice of Claim A29-07716A

Dear Mr. Jensen,

You'll find I've enclosed two copies of Notice of Claim A29-07716A as per our conversation today. One copy has been marked "State Copy" and the other has been marked "Personal Copy".

As we discussed, this Notice of Claim represents your portion of the original water right as filed by the Applebee's last year.

Please check over the "State Copy" for any errors that may have been made, then sign it in front of a notary and return it to this office as soon as you can. Like we discussed, there is no fee involved with your amendment.

If you have any questions, feel free to give me a call here at this office. The phone number is 525-7161.

Sincerely,

Paul R. Meyer
Water Resources Agent, Senior

enc.

MICROFILMED

NOV 13 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A29-07716B**
Date Received: 4/ 5/1990
Receipt No: X777777
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: VAUGHN APPLEBEE 208-238-1087
Address: 1384 W. SYPHON RD
POCATELLO ID 83202
OR
Name: PATRICIA APPLEBEE 208-238-1087
Address: 1384 W. SYPHON RD
POCATELLO ID 83202

2. Date of Priority: MAY 31, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	33E	2	NE	NW	NW		POWER

5. Description of diverting works:
WELL, PUMP, TANK, LINES & TROUGHS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.010		0.10
DOMESTIC	01/01	12/31	0.030		0.60

7. Total Quantity Appropriated is:
0.030 C.F.S. (and/or) 0.70 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC FOR ONE HOME

MICROFILMED

NOV 13 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	33E	2	NW	NW		STOCK	
			NW	NW		DOMEST	

11. Place of use in counties: POWER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

NOTICE IS RESULT OF CHANGE IN OWNERSHIP FOR A PORTION
OF A29-07716, PAID UNDER RECEIPT E012892. EMC 08-27-92.

*

INFORMATION PROVIDED BY VAUGH JENSEN (A29-07716A) INDICATES
BLAIR WILCOX HAS PURCHASED THIS HOME FROM MR. APPLEBEE AND MR.
JENSEN BOUGHT WILCOX'S INTEREST IN THE WELL. CONSEQUENTLY MR.
WILCOX WILL HAVE TO DRILL A NEW WELL FOR HIS DOMESTIC USE.
EMC 08-27-92.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and
understand the form entitled "How you will receive notice in the Snake River
Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay
a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the
foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

MICROFILMED

NOV 13 1992

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

NOV 13 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

RENUMBERED A29-07716B
CIVIL CASE NUMBER: 39576
Ident. Number A29-07716
Date Received 4-5-90
Receipt Number E012892

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

APR - 5 1990

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Vaughn or Patricia Applebee Phone (208) 238-1087
Mailing Address 1384 W. Siphon Rd., Pocatello, Id. Zip 83202

2. Date of Priority (Only one (1) per claim) May 31, 1983

3. Source of water supply (a) Groundwater
which is tributary to (b) —

4. a. Location of existing point of diversion is: Township 063 Range 33E Section 2,
NE 1/4 of NW 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of _____

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. well, pump, tanks, lines et

troughs.

A2907716B

MICROFILMED

NOV 13 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3-15 to 11-15 amount 0.040 or 7.00

For Stock water purposes from 01-01 to 12-31 amount 0.020 or 0.20

For Domestic purposes from 01-01 to 12-31 amount 0.060 or 1.20

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.090 (cfs) and/or (b) 8.40 (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
063	33F	2																	4.0

Total number of acres irrigated 4.0

11. In which county (ies) are lands listed above as place of use located? Power

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ()

14. Remarks:

MICROFILMED

NOV 13 1992

Last Name Applebee Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

A 16x16 grid of 256 squares. Each square contains a crosshair pattern formed by two dashed lines intersecting at the center. The grid is composed of 16 rows and 16 columns of these squares.

~~MICROFILMED~~

NOV 13 1992

Last Name Applebee

Ident No.

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Vaughn Applebee Date 11-4-90

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____ Title _____
Organization _____, that I have signed the foregoing

document in the space below as _____ Title _____ of _____
Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 4th day of April 19 90

SEAL

Notary Public Don Buchanan

Residing at Porcupine Idaho

My Commission Expires 9-15-93

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

MICROFILMED

NOV 13 1992

Last Name Applebee Ident. Number _____

Copies White-State, Yellow-Claimant

100-8391-108-2

MICROFILM

NOV 13 19



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

JUL 24 1992

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____ Department of Water Resources
Section _____ 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BME Eastern District Office
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A29-07716

☐ Name and Address of Former Owner/Claimant(s)(Seller): Vaughn or Patricia Applebee
1384 W. Syphon Rd. Montello ID

☐ New Owner/Claimant (Purchaser): Wayne G. Jensen or Betty L. Jensen

☐ New Mailing Address: 1384 W. Syphon Rd.
Montello ID 83204

☐ New Telephone Number: (208) 238-0283

☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

0.04 cfs for irrigation of 2 acres
0.01 cfs for stockwater
0.03 cfs for domestic; one home
Total 0.08 cfs.

☒ Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s) Wayne G. Jensen Date 7-23-92
Betty L. Jensen Date 7-23-92

☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date _____ By: _____
Further Action Needed
Further Action Taken
Date _____ By: _____
Final Review and Data-Entry
Date _____ By: _____
Claim Numbers of Split, if any:

MICROFILMED

NOV 13 1992

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner