

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 29-13166
Date Received: 5/23/01
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

W J CHRISTENSEN Phone: (208)232-8659

4044 TECH FARM RD
POCATELLO ID USA 83204

DIXIE CHRISTENSEN Phone: (208)232-8659

4044 TECH FARM RD
POCATELLO ID USA 83204

2. Date of Priority: 04/01/1902

3. Source: PORTNEUF RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
07S	35E	7	NW NW 1	BANNOCK	

5. Description of diverting works:

PUMP & SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.1	

7. Total Quantity Appropriated is:

0.1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07S	35E	7	NW	NW	IRRIGATION	5
					Section Acres	5
					Total Acres	5

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS THE RESULT OF SPLITTING 29-04185 PER C/O REQUEST (CSAXTON 5/23/01)

29-13165: 0.14 CFS, 7 AC, MCINTOSH

29-13166: 0.10 CFS, 5 AC, CHRISTENSEN

29-04185: 0.24 CFS, 12 AC, MCINTOSH

15. Basis of Claim: Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREIER
DIRECTOR

May 24, 2001

WJ & DIXIE CHRISTENSEN
4044 TECH FARM RD
POCATELLO ID 83204

RE: CHANGE IN OWNERSHIP FOR 29-4185

Dear Mr. & Mrs. Christensen:

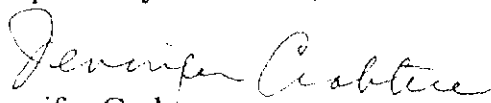
The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

29-4185:
29-13165, 0.14 cfs, 7 acres, McIntosh
29-13166, 0.10 cfs, 5 acres, Christensen

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,


Jennifer Crabtree
Technical Records Specialist

Enclosure

5-22-01

Mr. Craig L. Saxton,

My family and I have lived at 4044 Tech Farm Rd., Pocatello, Idaho 83204 since 1940.

To my knowledge the 29-04185 HL McIntosh, Margret McIntosh Property has been in continuous use of pumping irrigation water from the Portneuf River for the purpose irrigation since that time, and possibly before.

The McIntosh property then belonged to a family named Marley.

I bought five acres from McIntosh on November 2, 1999.

Sincerely,

W. J. Christensen

RECEIVED

MAY 23 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
 Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	<u>29-04185</u>				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
 Owner/Claimant(s)

H.L. and Margaret McIntosh
P.O. Box 146 Pocatello ID 83402

4. New Owner/Claimant(s)

W.J. Christensen, Dixie Christensen
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

4044 Tech Farm Rd.

City, State and ZIP Code

Pocatello, Idaho, 83204

New Telephone Number

208 232-8659

5. Date you acquired the property

11-2-99

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>McIntosh</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.14 cfs</u>	<u>6 ac 7 ac</u>
Stock		
Domestic		
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>Christensen</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.10 cfs</u>	<u>5 ac</u>
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) W. Christensen
(include title if applicable) Dixie Christensen

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Schedule A.

DESCRIPTION FOR MAGARET MC INTOSH

A tract of land in the west half of the northwest quarter of Section 7, Township 7 South, Range 35 East, Boise Meridian, described as follows:

Commencing at the west quarter corner of Section 7, Township 7 South, Range 35 East, Boise Meridian; thence North along the west line of Section 7 for a distance of 1371.00 feet; thence South 89°27'26" East parallel with the latitudinal centerline of Section 7 for a distance of 33.00 feet to the southwest corner of the land described in instrument 413822 of the records of Bannock County; thence Continuing South 89°27'26" East along the south boundary line of the said land for a distance of 275.00 feet; thence South along the west boundary line of the said land for a distance of 108.00 feet; thence South 89°27'26" East along the south boundary line of the said land for a distance of 60.00 feet to the TRUE POINT OF BEGINNING; thence Continuing South 89°27'26" East along the said south line for a distance of 834.02 feet to a point in an existing fence line; thence North 40°58'52" West along an existing fence line (the approximate west line of the Portneuf River Flood Control Levee) for a distance of 418.99 feet; thence North 89°27'26" West parallel with the latitudinal centerline of Section 7 for a distance of 559.27 feet; thence South for a distance of 313.70 feet to the point of beginning.

The easterly boundary of the afore described tract of land is to extend east to coincide with the east bank of the Portneuf River as it existed prior to the construction of the Flood Control Levee, the east boundary of the land described in instrument 425556.

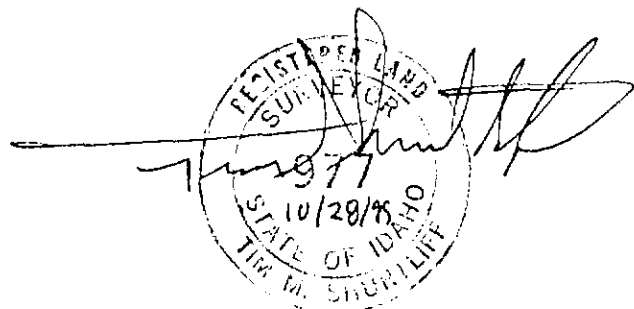
Comprising 5.0 acres. More or less.

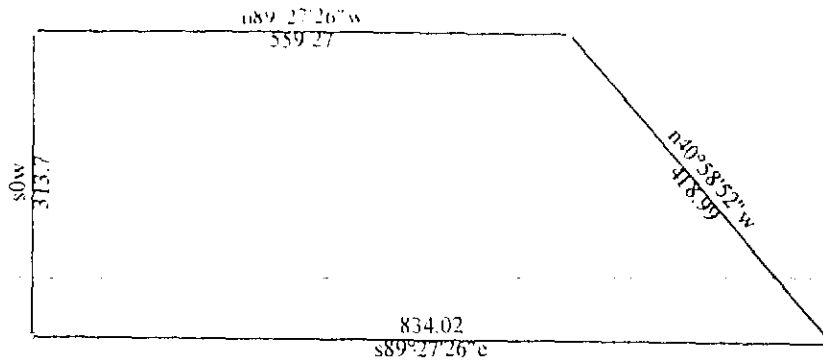
TOGETHER WITH:

A fifty (50.0) foot wide utility and access easement, said easement being 25.0 feet on each side of the following described centerline:

Commencing at the west quarter corner of Section 7, Township 7 South, Range 35 East, Boise Meridian; thence North along the west line of Section 7 for a distance of 1371.00 feet; thence South 89°27'26" East parallel with the latitudinal centerline of Section 7 for a distance of 33.00 feet to the southwest corner of the land described in instrument 413822 of the records of Bannock County; thence North along the east right of way line of Tech Farm Road for a distance of 25.00 feet to the TRUE POINT OF BEGINNING; thence South 89°27'26" East on a line parallel with and 25.00 feet north of the south boundary line of the said land and the easterly extension thereof for a distance of 335.0 feet to point on the west boundary line of the afore described tract, the terminus of the land being described.

October 28 1999
Job No. 93033-99
TS





Title:Mc Intosh		Date: 10-25-1999
Scale: 1 inch = 200 feet	File: 3019910343	
Tract 1: 5.017 Acres: 218530 Sq Feet: Closure = s84.5032e 0.04 Feet: Precision =1/52621: Perimeter= 2126 Feet		
001=/nw,nw,sw,7,7s,35e	005=/s0w 108	009=n89.2726w 559.27
002=/n0w 1371.00	006=/s89.2726e 60	010=s0w 313.7
003=/s89.2726e 33	007=s89.2726e 834.02	
004=/s89.2726e 275	008=n40.5852w 418.99	

COPY

BILL OF SALE

Schedule B

KNOW ALL MEN BY THESE PRESENTS:

Date: November 2, 1999

That in consideration of One Thousand Dollars, (\$1,000.00), the receipt which is hereby acknowledged, the undersigned, (seller), does hereby sell, transfer and deliver unto W. J. Christensen and Dixie Christensen, (buyers), all of her right and interest in and to the following used irrigation equipment:

7 ½ H.P. Pump
1 Suction Pump
1 Flexible Intake Pipe, 20 feet in length
1 Flexible Outake, 5 feet in length
7 sections of 4 inch Main Line-each 40 foot in length
3 sections of 4 inch Main Line-each 20 foot in length
1 section of 4 inch Main Line-6 foot in length with adapter
68 sections of 3 inch Main line -each 40 foot in length
3 sections of 3 inch Main Line-each 20 feet in length
together with risers and seals

The said seller hereby warrants that she is the lawful owner of said equipment; that it is free from all liens and encumbrances; that she has the right to sell the same as aforesaid and that she will warrant and defend the title of same against any claims and demands of all person whomsoever.

Margaret G. McIntosh
MARGARET G. MCINTOSH

SUBSCRIBED to before me this 2 day of November, 1999.

RALPH H. JONES JR.
NOTARY PUBLIC
STATE OF IDAHO

Ralph H. Jones Jr.
NOTARY PUBLIC FOR IDAHO

Residing at: *Locustville, Idaho*

Commission expires: *1-16-05*

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.

Wm. Christensen and Lixia Christensen husband and wife, Idaho 11-2-1999
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Locadale County of Bannock State of Idaho, commonly known as

legally described as: See Schedule A attached and type in place
made a part hereof the same as set forth in the legal description
in Schedule B attached

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS Fifty One Thousand Dollars
DOLLARS (\$ 51,000.00) payable as follows:

A. Earnest Money. (a) Buyer hereby deposits and a receipt is hereby acknowledged of One Thousand Dollars (\$ 1,000.00) 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 benefit of the parties hereto, and _____ (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows:

\$50,000.00 Cash at Closing at Alliance
Title Company of Locadale, Idaho

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 11-2-99. 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: None

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 the 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 preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Alliance Title Company shall provide said title policy and preliminary report or commitment. 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 Alliance Title Company is the broker responsible for the closing. 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 11-2-99.

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 11-2-1999, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of _____, 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 the premises are specifically excluded from the sale: None

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

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer Wm. Christensen Buyer's Address 4044 Tech Farm Rd.

Buyer Lixia Christensen Buyer's Phone 232-8657

On this date, 11-2-99 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 this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller _____ Seller's Address _____

Seller _____ 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 _____, 19____.

Buyer Wm. Christensen Buyer _____

STATE OF IDAHO)
County of Bannock)ss

On this 2 day of November, 1999 before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed.

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

RALPH H. JONES JR.
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Commission Expires: 1-16-05 Residing at _____
Date _____