

2002 APR 11 AM 9:09
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

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

In Re SRBA

Case No. 39576

ORDER OF PARTIAL DECREE

For Water Rights 35-12467A and 35-12467B

On February 13, 2002, a *Special Master's Report and Recommendation* was filed for the above water rights. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water rights 35-12467A and 35-12467B are hereby decreed as set forth in the attached *Partial Decrees Pursuant to I.R.C.P. 54(b)*.

DATED 4/11/02



ROGER S. BURDICK
Presiding Judge
Snake River Basin Adjudication

2002 APR 11 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

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

In Re SRBA

Case No. 39576

CERTIFICATE OF MAILING

Water Right(s): 35-12467B

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 35-12467B was mailed on April 11, 2002, with sufficient first-class postage prepaid to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

WAYNE JENSEN
2777 N 26 W
IDAHO FALLS, ID 83402

ROBBIN GLATZ
Chief Deputy Clerk

CERTIFICATE OF MAILING

PAGE 1
04/11/02



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 7, 2002

WAYNE & ANN JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

RE: Water right numbers 35-12467B and 35-13294 and Notice of
Completed Administrative Proceeding (NCAP)

Dear Sir:

The Idaho Department of Water Resources (IDWR) modified the Quantity Remark and the Place of Use Remark for the above referenced water right. Based on this modification, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Cheri Vandermeulen
Records Clerk

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

In Re SRBA	)	Water Rights: 35-12467B AND
	)	35-13294
	)	
	)	
Case No. 39576	)	NOTICE OF COMPLETED
		ADMINISTRATIVE
		PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☐ Substitution of Party
- ☒ I.C. § 42-222 transfer **5713**
- | | |
|---|--|
| ☐ point of diversion | ☐ place of use |
| ☐ period of use | ☐ nature of use |
| ☐ split of water right | ☐ change in ownership |
- ☒ other: **QUANTITY REMARK AND PLACE OF USE REMARK**

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: Feb 8, 2002



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on Feb. 8, 2002, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
WAYNE & ANN JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Cheri Undermeilen

Signature of person or attorney mailing the form

02/07/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 35-12467B
NAME AND ADDRESS: WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 4.040 CFS
1,260.00 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 4.57 CFS AND TO A TOTAL COMBINED ANNUAL
DIVERSION VOLUME OF 1420 AF. COMBINED RIGHT NOS.: 35-13294, 35-12467B

PRIORITY DATE: 08/26/1957

POINT OF
DIVERSION:

T03N R37E S5 NESESW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	4.040 CFS 1,260.00 AFY

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T03N R37E S04	NWSW	40.0	T03N R37E S05	NESW	40.0
T03N R37E S05	NWSW	40.0	T03N R37E S05	SWSW	39.0
T03N R37E S05	SESW	39.0	T03N R37E S05	NESE	40.0
T03N R37E S05	NWSE	40.0	T03N R37E S05	SWSE	38.0
T03N R37E S05	SESE	39.0			

355 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 355 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 35-13294, 35-12467B

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 315 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS.35-02482, 35-02514.

The right holder shall accomplish the change authorized by transfer 5713 by
August 4, 2001.



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. DREHER
DIRECTOR

February 28, 2001

WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

RE: Transfer #5713 for water right(s) 35-12467A & 35-12467B and
Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. Jensen:

On August 4, 2000, the Idaho Department of Water Resources (IDWR) approved Transfer #5713 modifying the above referenced water right. Based on this transfer, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

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

In Re SRBA

)

Water Rights: 35-12467A &
35-12467B

Case No. 39576

)

)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

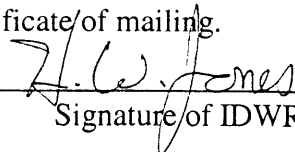
- ☐ Address change
- ☐ Substitution of Party
- ☒ I.C. § 42-222 transfer **5713**

- | | |
|--|--|
| ☒ point of diversion | ☒ place of use |
| ☐ period of use | ☐ nature of use |
| ☐ split of water right | ☐ change in ownership |

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 3-1-01

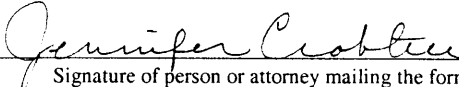


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 2, 2001, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707
2. One copy to:
Claimant/Seller for Substitution of Party or attorney of record:
E J STEINKE RACHES INC WAYNE JENSEN
804 SATURN AVE 2777 N 26 W
IDAHO FALLS ID 83402 IDAHO FALLS ID 83402
3. One copy to:
Claimant/Purchaser for Substitution of Party, or attorney of record:
N/A
4. One copy to:
Each party in the subcase, or attorney of record
N/A
5. One copy each to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 35-12467B

NAME AND ADDRESS: WAYNE JENSEN
2777 N 26 W
IDAHO FALLS, ID 83402

SOURCE: GROUND WATER

QUANTITY: 4.04 CFS
1260 AFY

PRIORITY DATE: 08/26/1957

POINT OF DIVERSION: T03N R37E S5 NESESW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-01 10-31	4.04 CFS 1,260.00 AFY

PLACE OF USE:

IRRIGATION Within BONNEVILLE
County

T03N R37E S4	NWSW	40	T03N R37E S5	NESW	40
T03N R37E S5	NWSW	40	T03N R37E S5	SWSW	39
T03N R37E S5	SESW	39	T03N R37E S5	NESE	40
T03N R37E S5	NWSE	40	T03N R37E S5	SWSE	38
T03N R37E S5	SESE	39			

355 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 315 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

The right holder shall accomplish the change authorized by
transfer 5713 by August 4, 2001.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Jen,

This IS What Happened

C/O: Among other things, the C/O
split Right 35-02926

→ 35-02926 (Kolbet) → 35-13293 (Cannon) V1
→ 35-13294 (Jensen) V1

Next: TR 5713 caused Two splits

35-12467 (Steinke) → 35-12467A (Steinke) V1
→ 35-12467B (Jensen) V1

35-02926 (Kolbet) → 35-02926A (Kolbet)
→ 35-02926B (Jensen)

↑
{ This split had already taken place
{ through the C/O. So I am Ignoring this
split

The two Jensen Peices Were then made
a Permissible POU

35-13294 } V2 (Version 2) was created
35-12467B } for these Rights.

So what is Valid Now??

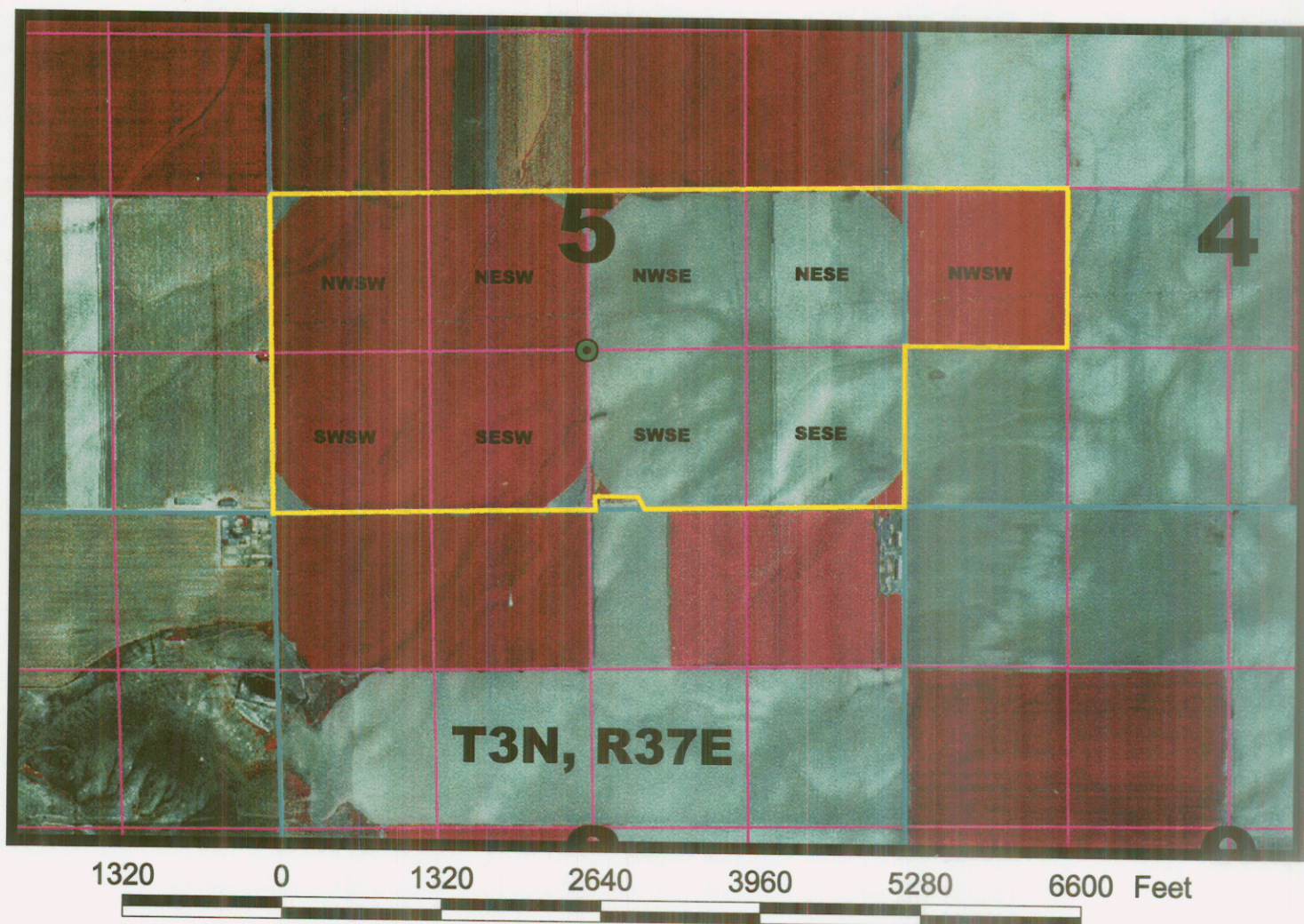
	#	Name	Version
~~35-13293~~	35-13293	Cannon	V1
	35-13294	Jensen	V2
	35-12467A	Steinke	V1
	35-12467B	Jensen	V2



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right (s): 35-12467B, 35-13294



Total Irrigated Acres: 355

-  **Point of Diversion**
-  **Place of Use**
-  **Section Lines**
-  **Quarter Quarter Lines**



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: February 2001

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5713
WATER RIGHT NO(S). 35-~~02926B~~/35-12467B
13294

RECEIVED

AUG 11 2000

Department of Water Resources
Eastern Region

This is to certify that: WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 35- ~~02926B~~ : IRRIGATION Priority: 04/27/1956	04/01 to 10/31	0.53 CFS	160.0 AF
Right No. 35-12467B : IRRIGATION Priority: 08/26/1957	04/01 to 10/31	4.04 CFS	1260.0 AF
TOTAL:		4.57 CFS	1420.0 AF

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION: NESESW, Sec. 5, Township 03N, Range 37E
BONNEVILLE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
03N	37E	4	✓ NWSW 40	✓ NWSW 40	✓ SWSW 39	40
		5	✓ NESW 40	✓ NESE 40	✓ NWSE 40	
			✓ SESW 39	SESE 39		315
			SWSE 38			355 *

Total number of acres irrigated:

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.

TRANSFER NO. 5713
WATER RIGHT NO(S). 35-02926B/35-12467B

CONDITIONS OF APPROVAL AND REMARKS

3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
4. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
- * 7. Right 35-02926B is limited to the irrigation of 40.0 acres in the place of use described above in a single irrigation season.
- * 8. Right 35-12467B is limited to the irrigation of 315.0 acres in the place of use described above in a single irrigation season.

Dated this 4th day of August, 2000.


Chief, Water Allocation Bureau



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

May 8, 2000

KARL J. DREHER
DIRECTOR

WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

RE: Application for Transfer #5713 (35-02926, 35-12467B) and
Notice of Administrative Proceeding (NAP)

Dear Mr. Jensen:

On April 5, 2000, the Idaho Department of Water Resources (IDWR) received an Application for Transfer for the above referenced water right(s).

In response to the Application, this office is sending the enclosed NAP to the SRBA Court and other parties listed on page 2 of the form. The intent of this mailing is to notify those parties of the requested change.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

A handwritten signature in cursive script that reads "Jennifer Crabtree". The signature is fluid and elegant, with the first letters of each word being capitalized and prominent.

Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: Allan & Matilda Kolbet

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

In Re SRBA

Case No. 39576

Water Rights: 35-02926, 35-12467B

NOTICE OF ADMINISTRATIVE
PROCEEDING

IDWR has received an application for an Administrative Proceeding for the above water right(s).

The Administrative Proceeding contemplates a change in the water right(s) as indicated below:

- ☐ Substitution of Party (waiting for documentation)
- ☒ Substitution of Party/Split Water Right (**KOLBET – JENSEN**)
- ☒ I.C. § 42-222 transfer **5713**

- ☒ point of diversion ☒ place of use
- ☐ period of use ☐ nature of use

IDWR projects the Administrative Proceeding shall be completed no later than: **MAY 18, 2001**

DATED: 12 May 00

Ernest Carlson
Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 5/15, 2000, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/**Seller** for Substitution of Party or attorney of record:
ALLAN & MATILDA KOLBET
1254 S SKYLINE DR
IDAHO FALLS ID 83402

3. One copy to:

Claimant/**Purchaser** for Substitution of Party, or attorney of record:
WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

4. One copy to:

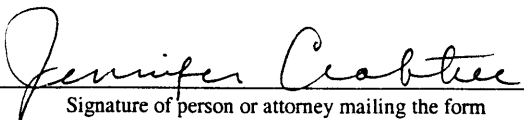
Each party in the subcase, or attorney of record
JOHN ROSHOLT
ROSHOLT ROBERTSON & TUCKER
PO BOX 1906
TWIN FALLS ID 83303-1906

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form



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. DREHER
DIRECTOR

WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

RE: Notice of Change of Water Right Ownership (NCO) for
35-12467 and Notice of Completed Administrative Proceeding
(NCAP)

Dear Mr. Jensen:

The Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for a portion of the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated with new water right numbers reflecting the division of the water right(s).

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

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

In Re SRBA	)	Water Rights: 35-12467, 35-12467A, 35-12467B
	)	
Case No. 39576	)	NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING

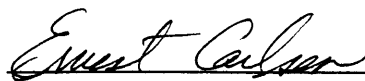
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party ☒ Split **STEINKE - STEINKE & JENSEN**
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED April 17, 2000



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 18, 2000, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
STEINKE RANCHES INC
804 SATURN AVE
IDAHO FALLS ID 83402

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
STEINKE RANCHES INC
804 SATURN AVE
IDAHO FALLS ID 83402

WAYNE JENSEN
2777 N 26 W
IDAHO FALLS ID 83402

4. One copy to:

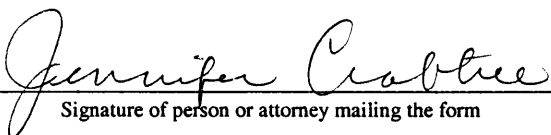
Each party in the subcase, or attorney of record
JOHN ROSHOLT
ROSHOLT ROBERTSON & TUCKER
PO BOX 1906
TWIN FALLS ID 83303-1906

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

RECEIVED

APR 05 2000

Department of Water Resources
Eastern Region

STATE OF IDAHO

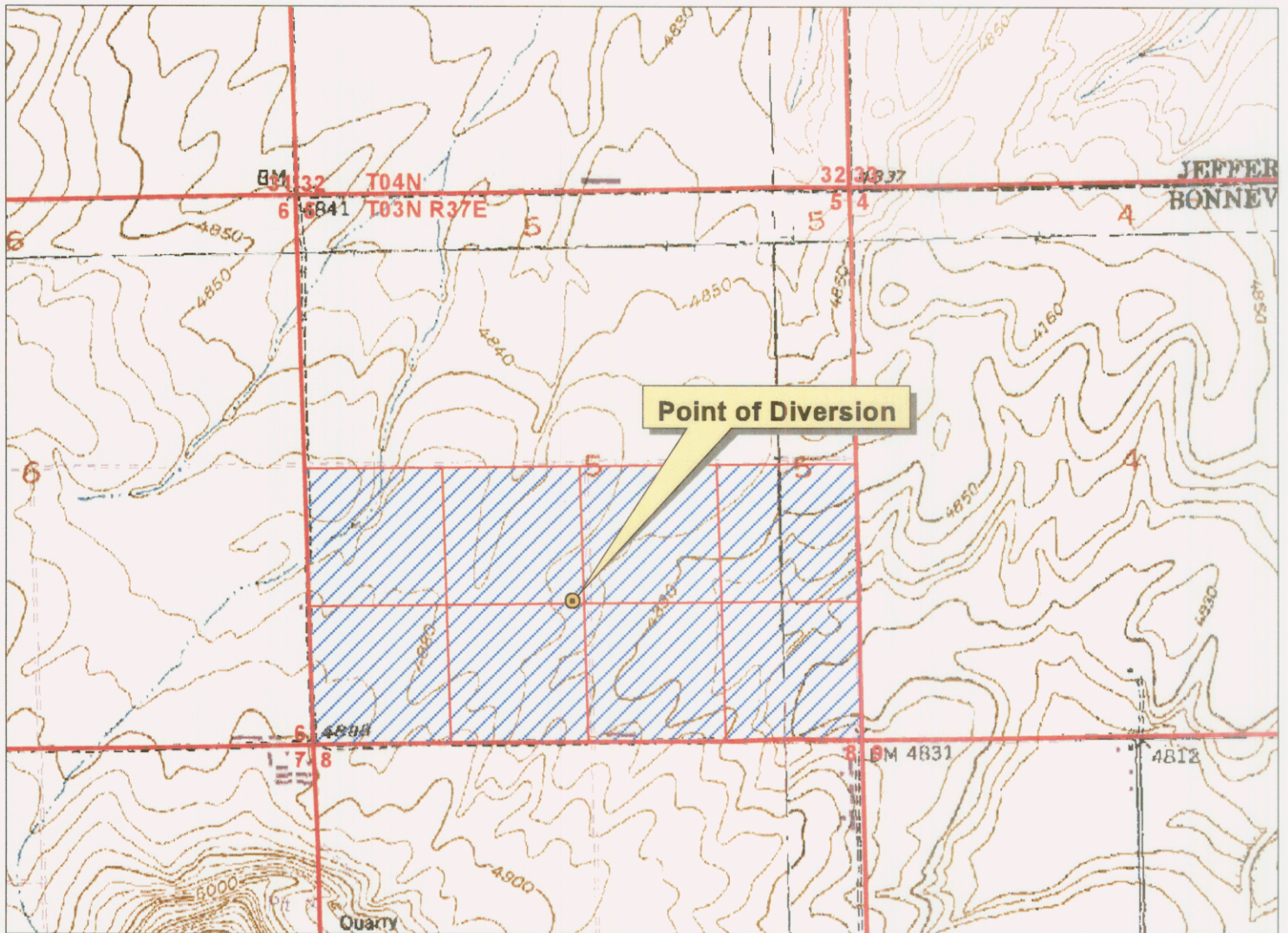
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 35-12467
Adjudication Claim No(s): A35-12467
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is 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 STEINKE RANCHES INC
804 SATURN AVE, IDAHO FALLS ID 83402
4. New Owner/Claimant(s) WAYNE JENSEN
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2777 N 26 W, IDAHO FALLS, ID 83402
City, State and ZIP Code _____
New Telephone Number (208) 522-9639
5. Date you acquired the property 1/5/2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right	Number and type of stock
<u>315</u>	
Diversion rate in CFS <u>4.04</u>	Number of homes you acquired _____ Other uses _____
7. Signature of New Owner(s) or Claimant(s) Wayne Jensen
1300 W. Jensen
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.



**Change of Ownership A35-12467
Jensen, Wayne**

MAKE CHECK PAYABLE TO:
BONNEVILLE COUNTY

1999 TAX BILL/RECEIPT

MARK HANSEN TAX COLLECTOR

605 N CAPITAL AV

BILL#

41870

CODE AREA

9-00

L

PARCEL NUMBER
RP03N37ED47213

IDAHO FALLS ID 83402

134,48

1ST HALF DUE

TAX 992.49

2ND HALF DUE
TAX 992.49

TOT MV

134,48

LATE INT COST TOT

TAX LATE INT COST TOT

FULL DUE
TAX 1,984.98

TOT MV

134,48

LATE INT COST TOT

TAX LATE INT COST TOT

TAX LATE INT COST TOT

MAC TOT ACS

11.00 307.31

JENSEN WAYNE A &

JENSEN ANN

2777 N 26TH W

IDAHO FALLS

ID 83402

TAXING DISTRICT

STATE

COUNTY

GEN SCHOOL

91 SCHOOL

FIRE # 1

AMBULANCE

AMOUNT DUE

RATE

.000000000

.004346074

.000000000

.008620568

.001509900

.000283949

.014760491

AMOUNT

584.41

1,159.31

203.04

38.11

1,984.98

318.31 A S1/2,

SEC 4, T 3N, R 37 (WR)

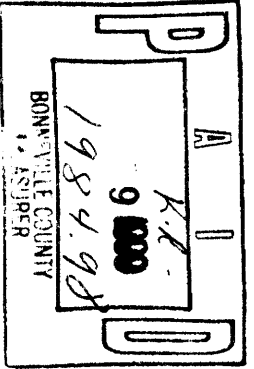
1999 COMBINATION

83402

★ ★ ★ IMPORTANT ★ ★ ★
★ ★ ★ MONTHLY PAYMENTS ARE ACCEPTED ★ ★ ★

PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENCY YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

Ko/pd's



BONNEVILLE COUNTY

CONTRACT OF SALE

THIS CONTRACT OF SALE is entered into by and between **E. J. Steinke Ranches, Inc.**, an Idaho corporation, hereinafter referred to as "Seller", and **Bonneville Land & Title Co.**, an Idaho corporation, ("Bonneville"), **Brett Wayne Jensen and Kristy Jensen**, husband and wife ("Brett"), and **Wayne A. Jensen and Ann Jensen**, husband and wife, ("Wayne") collectively hereinafter referred to as "Buyer".

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

1. Sale

Seller hereby agrees to sell a 25% undivided interest to Brett and a 75% undivided interest to Bonneville on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed the legal owner or owners thereof by good and sufficient instruments of conveyance hereinafter described and in the form attached as exhibits hereto, the following described property (the "Property"):

Beginning at the Southeast Corner of Section 5, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N 00°07'43" W along the Section line 2647.50 feet to the East Quarter Corner of said Section 5; thence N 89°53'29" W along the East-West Center Section line of said Section 5 a distance of 5295.21 feet to the West Quarter Corner of said Section 5; thence S 00°07'32" E along the Section line 2643.91 feet to the Southwest Corner of said Section 5; thence S 89°51'09" E along the Section line 2647.68 feet to the South Quarter Corner of said Section 5; thence S 89°51'09" E along the Section line 2647.68 feet to the point of beginning.

EXCEPTING THEREFROM that certain property conveyed to the UTAH-IDAHO SUGAR COMPANY, for a ditch right-of-way by that certain Quit Claim Deed, recorded in Book 25 at Page 175 of Deed Records, records of Bonneville County, Idaho.

SUBJECT TO Pole Line Easement given by Reuel R. Rankin and Sima Rankin, his wife, parties of the first part to Utah Power & Light Company, a Corporation, its successors in interest and assigns, party of the second part, dated March 29, 1957, and recorded in Book 16 at Page 495, of Leases and Contracts records of Bonneville County, Idaho.

SUBJECT TO all the rights of the public in and to that portion of the premises lying within Substation Road (a/k/a 45th West), North Cinder Butte Road (a/k/a 129th North), and 55th West.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining.

2. Payment and Purchase

Buyer agrees to buy the Property and to pay Seller therefor the sum of Six Hundred Thirty Six Thousand One Hundred and no/100 Dollars, (\$636,100.00), as follows:

Ten Thousand Dollars (\$10,000.00) to be paid upon execution of this Contract of Sale.

The balance in cash, certified check or other readily available funds, in lawful money of the United States of America at closing.

3. Instruments of Conveyance

At closing Seller shall make, execute and deliver to Buyer a Warranty Deed conveying the Property to Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer. Bonneville hereby directs that the portion of the Property being purchased by it hereunder be conveyed directly to Wayne, as set forth in the exhibits attached hereto.

4. Possession

Seller shall be entitled to retain possession of the Property up to and including the day of closing. Thereafter, Buyer shall have the right to the possession of the Property.

5. Apportionments

All taxes and assessments upon the Property shall be prorated between the parties as of midnight, December 31, 1999. Seller shall pay all taxes and assessments levied upon the Property for the time prior to and including said date, and Buyer shall pay all such taxes levied upon the Property for the term after said date before the same become delinquent.

6. Closing

Closing shall occur on or before December 17, 1999, unless the parties mutually agree to a different time. Closing shall be held at the offices of Bonneville Land & Title Co. Buyer and Seller shall split the costs of the Closing Agent Fee.

7. Risk of Loss and Insurance

Seller shall bear the risk of loss of the Property, except any loss caused by Buyer or any agent of Buyer, up to and including the time of closing.

8. Water Rights

The water rights appurtenant to the Property for the irrigation thereof are set forth in a recommendation of the Idaho Department of Water Resources to the Snake River Basin Adjudication Court as Water Right No. 35-12467 which recommends a water right for irrigation of 694 acres of land in the amount of 8.9 cfs with a priority of August 26, 1957. Right No. 35-12467 is a combination of two water rights formerly licensed as License Nos. 35-02482 for 4.28 cfs and 35-02514 for 4.62 cfs. Buyer is purchasing only that portion of the irrigated lands described under recommended water right no. 35-12467 to which License No. 35-02482 was formerly appurtenant, and the parties have agreed to apply to Idaho Department of Water Resources to reallocate the amount of 35-12467 so that a total of 4.28 cfs (the amount formerly licensed to the Property) will be appurtenant to the Property. Buyer will file the application for such change as required by Idaho Code §42-222, and Seller hereby consents to and agrees to fully cooperate in the effort to change the amount of water appurtenant to the Property back to 4.28 cfs. In the event the proposed change is not ultimately approved, the parties agree that said Water Right No. 35-12467 shall be divided in proportion to the number of irrigable acres owned by each, which is 315 by Buyer and 379 by Seller, so that Buyer shall have 4.04 cfs and Seller 4.86 cfs.

8.90
694

9. Foreign Person Status

Withholding of tax is not required under § 1445 of the Internal Revenue Code and under penalties of perjury, the Seller and Buyer hereby certify that they are not nonresident aliens or foreign corporations, foreign partnerships, foreign trusts, or foreign estates, as those terms are defined for purposes of federal income tax law, and their federal taxpayer identification numbers are as set out below. The Seller and Buyer understand that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

10. Representations and Warranties of Seller

Seller and the persons who sign this Contract or Sale for Seller hereby make the following representations to Buyer:

10.1 Road Access. The Property has full access to and from public highways, roads, and rights of way, and Seller has no knowledge of any fact or condition which would result in the termination of the current access to or from the Property to any presently existing highways, roads, and rights-of-way on or adjoining the Property.

10.2 Historical Fines. Seller has no knowledge of any archaeological, anthropological or historical fines, objects, or sites in any endangered or threatened species in, on, or about the Property. To the best of Seller's knowledge, no portion of the Property constitutes a "critical habitat" as such term is defined in the Endangered Species Act of 1973, as amended.

10.3 Environmental Concerns. Neither Seller nor, to the best knowledge of Seller (after due inquiry exercising reasonable care), any previous owner, tenant, licensee, invitee, or user of the Property, or any other person or entity, has ever (i) used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, or about the Property or (ii) transported Hazardous Substances to, from, or across the Property. There are no Hazardous Substances located on the Property, and all the Property is in compliance with all applicable Environmental Laws. As used in this Contract of Sale, "Hazardous Substance" shall mean and include all hazardous or toxic substances, wastes, or materials, any pollutants or contaminants (including, without limitation, asbestos and materials which include hazardous constituents), or any other similar substances or materials which are included under or regulated by any Environmental Law. "Environmental Law" shall mean and include all local, state, or federal laws, rules, orders, and regulations pertaining to environmental regulation, or the use, processing, storage, disposal, generation or transportation of Hazardous Substances, or any contamination, clean up or disclosure related thereto. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Super Fund Amendments and Reauthorization Act of 1986, the Resource, Conservation and Recovery Act, the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control, Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Safe Drinking Water Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Protection Act, applicable laws of the State of Idaho dealing with (i) air quality, (ii) water quality, (iii) soil quality, (iv) health matters, or (v) any other environmental matter, as any of the foregoing has heretofore been or is hereafter amended, and any regulations promulgated with respect to any of such statutes. There are no orders, judgments, claims, suits, actions, or proceedings concerning or affecting the Property with respect to any Environmental Law. Seller has not received any notice of any threatened or

pending suit, action, or proceeding concerning the Property with respect to any Environmental Law. Seller has not received any notice of any threatened or pending suit, action, or proceeding concerning the Property relating to any Environmental Law. There are no underground storage tanks on the Property and, to Seller's knowledge, there have never been any underground storage tanks on the Property. The Property has not been used as a landfill or as a dump for garbage or refuse.

10.4 Wetlands. To the best of Seller's knowledge no portion of the Property is located in or compromises "wetlands" as that term is defined in 33 C.F.R. § 328.3(b) (1989).

10.5 Recapture. There are no obligations in connection with the Property or any so called "recapture agreement" involving taxes, refunds for sewer extensions, oversizing utility lines, lighting or similar expenses or charges for work or services done upon or relating to the Property which will bind Purchaser or any of the Property from and after the Closing.

10.6 Reliance. Representations made by Seller are material and are relied upon by Buyer. All such representations will be considered to have been made or affirmed as of the date hereof and will survive the Closing.

11. Title Insurance

Seller agrees within thirty (30) days after closing to provide to Buyer at Seller's cost a standard form owner's title insurance policy in the amount of Six Hundred Thirty Six Thousand One Hundred Dollars (\$636,100.00) insuring title to the Property in Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyer under the terms of this Contract of Sale.

12. Default

In case Buyer shall fail to perform any covenant or agreement set forth herein or to do all things necessary and prerequisite to the consummation of the sale set forth herein, Seller shall be entitled to such remedies as are provided by law.

13. Enforcement

Should any party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other parties all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

14. Binding Effect

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

15. Notice to Parties

Service of any notice permitted or required under the terms of this Contract or Sale shall be effective upon (i) personal delivery (ii) telefaxing the notice to a number designated by recipient, or (iii) depositing of the same in the United States Mail, by certified or registered mail, addressed to:

Buyer at: Bonneville Land & Title Co.
P.O. Box 51690
Idaho Falls, Idaho 83405-1690
Fax: 208-524-6072

Wayne A. and Ann Jensen
2777 North 26 West
Idaho Falls, Idaho 83402

Brett Wayne and Kristy Jensen
1988 West 113 North
Idaho Falls, Idaho 83402

Seller at: E. J. Steinke Ranches, Inc.
804 Saturn Avenue
Idaho Falls, Idaho 83402

As the case may be, or such other address as either shall hereafter certify in writing to the other or by causing said notice to be served personally upon Buyer, or upon Seller, as the case may be. In the event there be more than one person constituting Seller or Buyer herein, service by mail or personal service as provided above, upon any one person in such

party, shall be good and sufficient service upon all persons constituting such party, the same as though such service had been made upon each and every member of such party.

16. Survival of Terms

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

17. Waiver

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

18. Attorneys

The law firm of Gayle A. Sorenson, P.A., drafter of this Agreement, has acted as attorney for Wayne and as such has in no way advised the other parties in regard to this Agreement or any other matters.

19. Integration of Agreement

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale shall be valid unless in writing and executed by the parties to this Agreement.

20. Access and Inspection

From the date of this Contract of Sale until Buyer is entitled to possession of the Property, Buyer shall have full access to the Property for the purpose of inspecting and

examining the Property. From the date Buyer is entitled to possession of the Property until all performance of Buyer required under the terms of this Contract of Sale has been completed, Seller shall have the right to enter upon the Property at reasonable times to inspect the Property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract of Sale.

E. J. STEINKE RANCHES, INC., an Idaho corporation

Dated: _____

By: _____
Alan Steinke, President

SELLER

BONNEVILLE LAND & TITLE CO., an Idaho corporation

Dated: _____

By: _____
Its: _____

BONNEVILLE

Dated: _____

Wayne A. Jensen

Dated: _____

Ann Jensen

WAYNE

Dated: _____

Brett Wayne Jensen

Dated: _____

Kristy Jensen

BRETT

STATE OF IDAHO)
)ss.
County of Bonneville)

On the _____ day of December, 1999, before me, the undersigned, a notary public in and for said State, personally appeared Alan Steinke, , known or identified to me to be the President of E.J. Steinke Ranches, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On the ____ day of December, 1999, before me, the undersigned, a notary public in and for said State, personally appeared _____, known or identified to me to be the _____ of Bonneville Land & Title Co., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of BONNEVILLE)

On the ____ day of December, 1999, before me, the undersigned, a notary public, in and for said State, personally appeared Wayne A. Jensen and Ann Jensen, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of BONNEVILLE)

On the _____ day of December, 1999, before me, the undersigned, a notary public, in and for said State, personally appeared Brett Wayne Jensen and Kristy Jensen, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

C:\My Documents\C:\Win9\Client Documents\1484\Cont2.sal.wpd

**E.J. STEINKE RANCHES, INC.
CONSENT IN LIEU OF MINUTES**

The undersigned being both of the Members of the Board of Directors of E.J. Steinke Ranches, Inc. by Consent in Lieu of Meeting hereby approve the sale of the property described in the attached Contract of Sale and authorizes and directs the proper officers of the Company to execute the Contract of Sale and to do all other actions necessary or helpful in effectuating the sale.

Dated: _____

Alan Steinke

Dated: _____

Virginia Steinke

CORPORATION WARRANTY DEED

E. J. STEINKE RANCHES, INC., a Corporation under the laws of the State of Idaho having been duly authorized by its Board of Directors, as GRANTOR, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto WAYNE A. JENSEN and ANN JENSEN, husband and wife, as to an undivided 75% interest; and BRETT WAYNE JENSEN and KRISTY JENSEN, husband and wife, as to an undivided 25% interest, as GRANTEE, whose address is 2777 No. 26 West, Idaho Falls Id 83402, and Grantee's successors and assigns, all of the following described real property, to-wit:

Beginning at the Southeast Corner of Section 5, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence N00°07'43"W along the Section line 2647.50 feet to the East Quarter Corner of said Section 5; thence N89°53'29"W along the East-West Center Section line of said Section 5 a distance of 5295.21 feet to the West Quarter Corner of said Section 5; thence S00°07'32"E along the Section line 2643.91 feet to the Southwest Corner of said Section 5; thence S89°51'09"E along the Section line 2647.68 feet to the South Quarter Corner of said Section 5; thence S89°51'09"E along the Section line 2647.68 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. That certain property conveyed to The UTAH-IDAHO SUGAR COMPANY, for a ditch right-of-way by that certain Quit Claim Deed, recorded in Book 25 at Page 175 of Deed Records, records of Bonneville County, Idaho.

SUBJECT TO the 2000 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof. Grantor, for itself, and its successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons. In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated: December 13, 1999

E. J. STEINKE RANCHES, INC.

Corporation Name

by: Alan E. Steinke President

STATE OF IDAHO)) ss COUNTY OF Bonneville)

On December 13, 1999, before me, the undersigned, personally appeared

Alan Steinke known or identified to me to be President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Notary Public for the State of Idaho Commission Expiration Date: 1/28/2003

