

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

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

OK JC 7/21/04
RECEIVED
JUL 21 2004
 Department of Water Resources
 Eastern Region

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 (under the "split" heading), 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
29-13624					
29-02281					

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) 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(s) Naomi L. Christensen
845 E. 1000 N., Shelley, ID 83274
4. New Owner/Claimant(s) Jerome & Tina Clinger
 Name Connector (Check one): [] and, [] or, ☒ and/or
- New Mailing Address 2568 Joy Ln., Am. Falls, ID 83211
- City, State and ZIP Code /
- New Telephone Number 208-226-5296
5. Date you acquired the property Apr. 2, 2004

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 _____		
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	_____	_____
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 _____		
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	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

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 _____

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made as of this 1st day of January in the year 2003, by and between Thomas Christensen, Jr. as Personal Representative of the Estate of Thomas F. Christensen and Naomi L. Christensen of the County of Bingham, State of Idaho, hereinafter collectively called Seller and LaMar R. Isaak and Violet R. Isaak, husband and wife, 3298 Isaak Loop, American Falls, Idaho 83211, of the County of Power, State of Idaho, hereinafter collectively called Buyer;

WITNESSETH: Seller agrees to sell to the Buyer, on the performance of the agreements of the Buyer as hereinafter mentioned and convey, or cause to be conveyed by the legal owner or owners thereof, by good and sufficient deed, free of liens and encumbrances, the following described real estate situated in the county of Power and State of Idaho, to-wit: -

The SW $\frac{1}{4}$ of Section 8 and Government Lots 3 and 4, Township 7 West, Range 32 East, BM, Power County, Idaho, LESS AND EXCEPTING the following two parcels:

Parcel 1

Beginning at the SW corner of said Section 8, thence East 2640 feet, more or less to the east line of the SW $\frac{1}{4}$, thence North 880 feet; thence West 1320 feet; thence South 580 feet; thence West 1320 feet, more or less, to the Section Line; thence 300 feet South to the Point of Beginning;
ALSO EXCEPTING

Parcel 2

A portion of the SW $\frac{1}{4}$ of Section 8, Township 7 South, Range 32 East, Boise Meridian, POWER COUNTY, IDAHO, described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 8 which is the TRUE POINT OF BEGINNING and running thence N $89^{\circ}15'29''$ E 1940.61 feet along the North line of said SW $\frac{1}{4}$; thence S $00^{\circ}03'18''$ W 19.00 feet along a line that is 10 feet East of an existing well; thence S $89^{\circ}15'29''$ W 20.00 feet along a line that is 10 feet South of an existing well; thence N $00^{\circ}03'18''$ E 4.00 feet; thence S $89^{\circ}15'29''$ W 1920.61 feet along a line that is parallel with the North line of said SW $\frac{1}{4}$ to the West Section line; thence N $00^{\circ}03'18''$ E 15.00 feet along the Section line to the POINT OF BEGINNING.

2. Time and the punctuality of payment are of the essence and a material part of this contract, and in the event of a failure to comply with the terms hereof by Buyer, the Seller shall be released from all obligations in law or in equity to convey said property. In the event the Buyer shall fail to comply with the terms and conditions of this contract, the Seller shall give notice thereof to the buyer of such default, by certified mail to Buyer advising Buyer in what respects he has failed to comply with the terms and conditions of this agreement. In the event the Buyer fails to comply with the terms of this agreement so specified within 30 days after receipt of such notice by certified mail from Seller, then and in that event all payments previously made under the terms and conditions of this contract by Buyer shall be considered as rentals and damages and retained by Seller, to the extent permitted by law, and Seller may take immediate possession of said property and shall resume full title, ownership and control of said premises. It is further understood and agreed that in the event the Buyer fails to comply with the terms hereof within 30 days after receipt of such notice, as herein provided then and in such event, the Seller may at his election declare the entire remaining unpaid balance of this contract due and payable forthwith, and recover said balance from Buyer, if necessary by legal proceedings. This remedy shall be considered an optional remedy and not as a waiver of any right or remedy that the Seller would otherwise have at law or in equity to enforce the performance of this agreement, or to recover damages for breach thereof.

3. It is expressly agreed that if Buyer shall promptly make the payments herein stipulated and shall pay all accrued interest as the same becomes due, and shall also pay all taxes and assessments levied and assessed against said property, the Seller, on receiving the sums due under the terms of this contract, will execute and deliver, or cause to be executed and delivered by the legal owner or owners thereof to the Buyer, or his assigns, a deed or deeds and bill of sale as described above conveying the above described property and will also deliver a policy of title insurance, insuring Buyer in the full purchase price thereof, in accordance with this agreement, to be procured by the Seller at his expense, which policy shall be delivered to the Buyer on recordation of a warranty deed conveying said property to Buyer.

5. Possession of the above described property to be given to Buyer on January 1, 2003.

6. It is understood that all payments shall be due and the delivery of all papers shall take place at 845 East 1000 North, Shelley, Idaho 83274 or at 2991 Millcreek Road, Salt Lake City, Utah 84109.

7. Buyer agrees to keep the property in as good condition as it now is, except usual wear, and not to remove or destroy or waste in any way said property except Buyer may sell, trade in or otherwise dispose of the Gifford Hill pivot sections described above at any time.

8. Any notice required by this agreement shall be addressed as follows:

Seller: 845 East 1000 North, Shelley, Idaho 83274 and
2991 Millcreek Road, Salt Lake City, Utah 84109

Buyer: 3298 Isaak Loop, American Falls, Idaho 83211

9. It is expressly agreed between the parties hereto that there are no verbal promises, or implied promises, agreements, stipulations, representations, or warranties, or any character, excepting those set forth in writing in this contract and Seller shall not be liable for any statements, promises, or agreements made by any Agent or Agents, not stated in writing in this contract.

12. No assignment of this contract shall be valid or binding unless same is in writing and has been approved by Seller.

13. Buyer shall, during the life of this contract, keep the improvements on said premises insured against loss by fire in the full insurable amount thereof, in a reliable fire insurance company, and shall pay the premiums on said policy as the same become due, with a loss payable clause affixed thereto in favor of the parties hereto as their respective interests may appear.

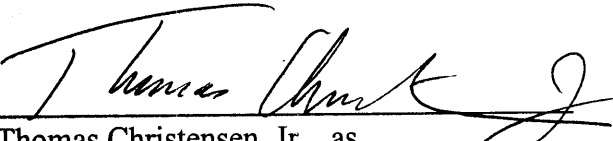
14. Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

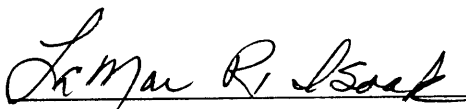
15. Buyers are given the privilege of prepaying any payment due under said contract at any time without penalty.

15. All payments shall be credited first to the interest then due; and the balance to the principal.

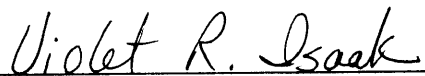
16. It is agreed that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.


Thomas Christensen, Jr., as
Personal Representative of the Estate of
Thomas F. Christensen


LaMar R. Isaak

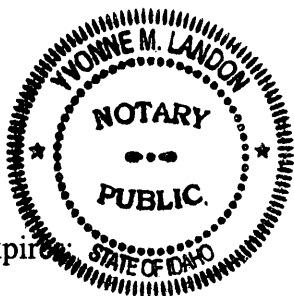

Naomi L. Christensen


Violet R. Isaak

STATE OF IDAHO)
: ss.
COUNTY OF BINGHAM)

On this 21 day of Feb., in the year 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Naomi L. Christensen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



Yvonne M. Landon
Notary Public
Residing at: Shelley Idaho

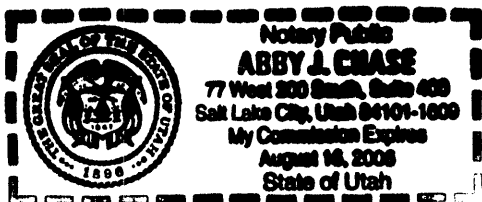
My Commission Expires

10-08-08

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 23rd day of December, in the year 2002 before me, the undersigned, a notary public in and for the State of Utah, personally appeared Thomas Christensen, Jr., as Personal Representative of the Estate of Thomas F. Christensen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

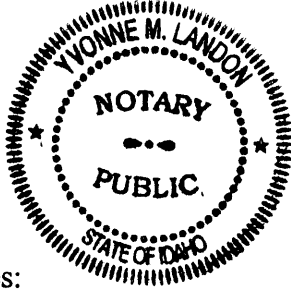


Abby J. Chase
Notary Public

STATE OF IDAHO)
 : ss.
COUNTY OF POWER)

On this 21 day of Feb., in the year 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared LaMar R. Isaak and Violet R. Isaak, known by 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.



Yvonne Landon
Notary Public
Residing at: Shelley Idaho

My Commission Expires:

10-08-08

WARRANTY DEED Instrument # 184662

Order No.: 3010420014

POWER COUNTY, IDAHO
2004-04-02 12:33:47 No. of Pages: 2
Recorded for: ALLIANCE TITLE
CHRISTINE STEINLICH
Ex-Officio Recorder Deputy *Linda Ann* Fee: 6.00

FOR VALUE RECEIVED

LaMar R. Isaak and Violet R. Isaak, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Jerome Clinger and Tina Clinger, Husband and Wife

whose current address is

2568 S. Joy Lane American Falls, ID 83211

the grantee(s), the following described premises, in Power County, Idaho, TO WIT:

PARCEL 1:

The SW $\frac{1}{4}$ of Section 8 and Government Lots 3 and 4, Township 7 South, Range 32 East, Boise Meridian, Power County, Idaho, LESS AND EXCEPTING the following two parcels:

Parcel A:

Beginning at the Southwest corner of said Section 8;
thence East 2640 feet, more or less to the East line of the SW $\frac{1}{4}$;
thence North 880 feet;
thence West 1320 feet;
thence South 580 feet;
thence West 1320 feet, more or less, to the Section line;
thence 300 feet South to the POINT OF BEGINNING.

ALSO EXCEPTING

Parcel B:

A portion of the SW $\frac{1}{4}$ of Section 8, Township 7 South, Range 32 East, Boise Meridian, Power County, Idaho, described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 8 which is the TRUE POINT OF BEGINNING and running
thence North 89°15'29" East 1940.61 feet along the North line of said SW $\frac{1}{4}$;
thence South 00°03'18" West 19.00 feet along a line that is 10 feet East of an existing well;
thence South 89°15'29" West 20.00 feet along a line that is 10 feet South of an existing well;
thence North 00°03'18" East 4.00 feet;
thence South 89°15'29" West 1920.61 feet along a line that is parallel with the North line of said SW $\frac{1}{4}$ to the West Section line;
thence North 00°03'18" East 15.00 feet along the Section line to the POINT OF BEGINNING.

Parcel C:

Together with an irrigation easement created by Easement recorded September 27, 1976, as Instrument No. 109155 and recorded September 28, 1976, as Instrument No. 109167 described as follows:

Beginning at a point on the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 8, Township 7 South, Range 32 East, Boise Meridian, Power County, Idaho, from which the W $\frac{1}{4}$ corner of said Section 8 bears North 89°43' West, 1803.0 feet;
thence North 0°17' East, 150.0 feet;
thence South 89°43' East, 150.0 feet;
thence South 0°17' West, 150.0 feet, to the South line of SE $\frac{1}{4}$ NW $\frac{1}{4}$;
thence North 89°43' West, 150.0 feet, to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/02/2004

Lamar R. Isaak
Lamar R. Isaak

Violet R. Isaak
Violet R. Isaak

State of Idaho

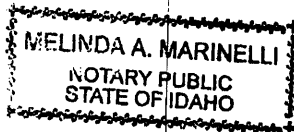
County of Power

}
} ss.
}

On this 2nd day of April, in the year 2004, before me, a Notary Public in and for said state, personally appeared LaMar R. & Violet R. Isaak known or identified to me to be the person whose name is 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 first above written.

Melinda A. Marinelli
Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 3/3/05



Ramsey Rd.

5

7

8

HSL

T-6

1-
43.4

HSL

5-
2.7

T-2886

Smith Rd.

2

3- 42.6

4-
76.3

1- 6.2

15.7

HSL

T-677

25.1

6- 82.5

99
0

7

8

2-
4.4

3-
9.3

1-
7.2

HSL

17

Mr. Carlson -

RECEIVED

JUL 21 2004

Department of Water Resources
Eastern Region

Please notify court
when ownership is com-
plete since the ~~Special~~
special Master's Report
is this Fri. - July 23rd.

Thank you very
much!

Lamar
& Violet Isaak

P.S. the land was 1st
sold to us & we sold
it to Mr. Clinger - Both
land contracts are enclosed.
If any questions call me -
cell - 223-4429
home - 226-2618