

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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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
	29-04322				

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)

BENNETT FARMS

4. New Owner/Claimant(s)

B.D. AND EVA M. SAYLON

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

3527 E. NEIGH AND BRAY LN

City, State and ZIP Code

DOWNNEY ID 83234

New Telephone Number

(208) 897-5007

5. Date you acquired the property

Written by A.B. Thompson
30. Ryan St. McCammon, Idaho
1-3-2003

to whom it may concern as to water rights on the property now owned by Ree Saxon in Virginia Idaho.

Mr Saxon owns a part of a forty acre farm my father Dr. L. Thompson bought in 1928 and we farmed it until 1944.

My father sold the farm to L. Vere Jackson in 1944. Some years later Mr. Jackson sold the farm which Mr. Saxon bought a part of.

A cement spring box on the east part of Mr Saxon's property was our source of culinary water.

The excess from this spring run into the Creek and was used for irrigation.

The springs above this that made up the Creek was our water to irrigate with.

I hope this will satisfy any confusion there may be as to water belonging to this property.

A.B. Thompson

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JAN 07 2003

THE OFFICE OF THE CLERK OF THE DISTRICT COURT
IDAHO

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 1966, between LEVERE JUCHAU and ELDA JUCHAU, husband and wife, of Bannock County, State of Idaho, hereinafter called the Vendors, and ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife, of Bannock County, State of Idaho, hereinafter called the Purchasers.

WITNESSETH: That the Vendors in consideration of the covenants and agreements on the part of the Purchasers hereinafter contained, agree to sell and convey unto the Purchasers, and the Purchasers agree to buy all that certain piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, and bounded and more particularly described as follows:

Beginning at the center quarter corner of Section 5, Township 11 South, Range 37 East, Boise Meridian, Bannock County, State of Idaho; thence North 0°00' along the Meridional Center Line of said Section 5, a distance of 143.3 feet, more or less; thence North 90°00' East, 25.4 feet, more or less, to the True Point of Beginning; thence North 1°06' East, 98.98 feet;; thence North 86°33' East, 304.85 feet, thence North 80°35' East, 309.78 feet; thence South 0°20' East, 98.63 feet; thence South 81°21' West, 61.80 feet; thence South 68°10' West, 389.06 feet; thence North 31°42' West, 98.56 feet; thence North 89°42' West, 138.34 feet to the True Point of Beginning, containing 1.82 acres.

Together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the total purchase price of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars, lawful money of the United States of America, payable as follows:

The sum of Two Thousand (\$2,000.00) Dollars as a down payment, receipt of which is hereby acknowledged by the Vendors, the balance of said purchase price, to-wit: Five Thousand Five Hundred (\$5,500.00) Dollars, together with interest at the rate of five (5%) per cent per annum on the unpaid balance shall be payable at the rate of Sixty (\$60.00) Dollars or more per month, with the first payment becoming due at the time the Purchasers take

possession of said premises, or on the 1st day of January, 1967, which ever event occurs first, with a like ~~amount~~ thereafter until the full balance of the purchase price together with interest shall have been paid. Each payment is to be applied first toward the interest and then toward the reduction of the principal amount of such unpaid balance; interest at the rate of five (5%) per cent per annum on the unpaid balance of Five Thousand Five Hundred (\$5,500.00) Dollars to commence from the time the premises shall be occupied by the Purchasers, or from the 1st day of January, 1967. It is understood that the Vendors shall have the right to remain in possession of the premises until January 1, 1967.

The Vendors agree to pay all taxes and assessments of whatsoever nature which were levied against said property and premises for the year 1966, and all prior years; the Purchasers agree to pay all taxes and assessments of whatsoever nature which will be levied against said property and premises from and after the 1st day of January, 1967, and all taxes and assessments for all subsequent years.

The Purchasers agree to keep all buildings located on said property and premises insured against loss by fire for their insurable value, with the loss payable to the Vendors as present owners and to the Purchasers as purchasers under the contract as their respective interests may appear.

IT IS FURTHER AGREED by and between the parties that a copy of this agreement together with title insurance from the Vendors to the Purchasers and together with a good and sufficient Warranty Deed executed from the Vendors to the Purchasers and together with a Special Warranty Deed from the Purchasers to the Vendors shall be placed in escrow at the Downey State Bank located in Downey, Bannock County, State of Idaho, and the entire balance of Five Thousand Five Hundred (\$5,500.00) Dollars payable upon this contract by the

Purchasers shall be paid directly to the escrowholder, and the escrowholder shall be advised as to any further payments made under this contract, and upon the full payment of the balance of the purchase price together with interest thereon to be made by the Purchasers to the escrowholder, the escrowholder is instructed to deliver to the Purchasers all of the said escrow papers. The Special Warranty Deed from the Purchasers to the Vendors shall become effective if, and only if, the Purchasers fail to abide by the terms of this contract and notice is sent or served as herein-after set forth.

The Vendors agree to pay the initial escrow charges and to furnish title insurance to the Purchasers; the Purchasers agree to pay all other charges and assessments.

TIME IS OF THE ESSENCE in this agreement and in case the Purchasers shall fail, refuse or neglect to pay the Vendors or the escrowholder the money as has been herein agreed, or to pay the taxes and assessments at the time the same shall become due and for a period of 30 days thereafter, or shall fail to fulfill any of the covenants or agreements on their part to be kept and performed, then and in that event, the Vendors shall be relieved from obligation in law and equity to convey said property, and the Vendors may at their option, after making due and written notice of said default to the Purchasers addressed to them at their address at Downey, Idaho, forfeit any and all rights of the Purchasers in and to said real estate and all monies paid to the Vendors or to the escrowholder by the Purchasers under this agreement shall be retained by the Vendors as liquidated damages for the non-performance of this contract and as rent for the use of said premises, and the Vendors shall then have full right to demand the escrowholder to redeliver the escrow papers, and the escrowholder is under unequivocal obligation to so redeliver 30 days after said payments, taxes and

assessments have become due, and the Purchasers are sent written notice as aforementioned of their default; and it is expressly agreed that the Purchasers shall have 30 days after receipt of such written notice of default to correct such default and deficiencies before the remedies of this paragraph and agreement apply; that 30 days after receipt of such notice all such remedies are to and will apply.

IT IS FURTHER AGREED that the Purchasers are to keep all of the premises in as good a condition and repair as when they take possession, and in the event of repossession, Purchasers agree to restore all of the premises in as good a condition as when they took possession, reasonable wear and damage by the elements alone accepted.

IT IS FURTHER AGREED that in the event the Purchasers default on the provisions of this agreement for any reason that they do not have to account for any of the proceeds which they have received or may have received as a result of any crops harvested on said premises during the time which they are in possession thereof. Any improvements of a permanent nature which shall materially increase the value of said premises, and which are placed upon said premises by the Purchasers, shall be compensated for by the Vendors in the event of a default as above set out and repossession by the Vendors.

IT IS FURTHER AGREED that the Purchasers shall have possession of all of the above described property on the 1st day of January, 1967.

IT IS FURTHER AGREED that the above remedies available to the Vendors are cumulative and they shall have any other rights and remedies for the enforcement of this contract given to them by the laws of the State of Idaho.

IT IS FURTHER AGREED that the Vendors are to retain full title to said premises until such time as the Purchasers have fully complied with their obligations herein contained.

IT IS FURTHER AGREED that the Purchasers shall not transfer, assign or lease the above described premises nor any part thereof without first notifying the Vendors, and without first obtaining the consent of the Vendors.

IT IS FURTHER AGREED that this agreement constitutes the entire agreement between the parties; that there have been no representations or warranties, express or implied, made concerning any of such premises; that the Purchasers have relied upon no statements of the Vendors concerning such property in arriving at their decision to purchase, but have relied solely upon their own judgment

IT IS FURTHER AGREED that if it becomes necessary for either party to bring an action in any court of competent jurisdiction or to employ the services of any attorney to help enforce any of the provisions of this contract, that the adverse party shall pay all costs in connection therewith, including a reasonable attorneys fee which fee shall be fixed by the minimum fee schedule of the Idaho State Bar Association.

IT IS FURTHER AGREED that the stipulations herein set forth are to apply to and bind the heirs, executors, administrators and other personal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year in this agreement first above written.

Leverie Juchan
Vendor

Elda M. Juchan
Vendor

Thomas Des Saptore
Purchaser

Lucy Marie Saptore
Purchaser

STATE OF IDAHO)

ss.

County of Bannock)

On this 18th day of May, 1966, before me, a Notary Public in and for said County and State, personally appeared LEVERE JUCHAU and ELDA JUCHAU, husband and wife, and ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife, known 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.


NOTARY PUBLIC for Idaho
Residing at Pocatello, Idaho

(SEAL)

WARRANTY DEED

720106

For Value Received

LEVERE JUCHAU and ELDA JUCHAU, husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto

ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife,
the grantees, the following described premises, in Box 77, Pocatello Idaho Bannock County Idaho, to wit:

Beginning at the center quarter corner of Section 5, Township 11 South, Range 37 East, Boise Meridian, Bannock County, State of Idaho; thence North 0°00' along the Meridional Center Line of said Section 5, a distance of 143.3 feet, more or less; thence North 90°00' East, 25.4 feet, more or less, to the True Point of Beginning; thence North 1°06' East, 98.98 feet; thence North 86°33' East, 304.85 feet, thence North 80°35' East, 309.78 feet; thence South 0°20' East, 98.63 feet; thence South 81°21' West, 61.80 feet; thence South 68°10' West, 389.06 feet; thence North 31°42' West, 98.56 feet; thence North 89°42' West, 138.34 feet to the True Point of Beginning, containing 1.82 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 5-18-66

Lever Juchau

Elda H. Juchau

STATE OF IDAHO, COUNTY OF BANNOCK
On this 18th day of May, 1966,
before me, a notary public in and for said State, personally appeared

LEVERE JUCHAU and ELDA JUCHAU,
husband and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public
Residing at Pocatello, Idaho
Comm. Expires May 29, 1967

720106
RECEIVED
Eva Marie Saxton
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BANK OF AMERICA
LARRY W. SPAN FOUNDER
FEE 2.00 DEPUTY ka

first payment becoming due at the time the Purchasers take