



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

JUL 24 1992

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, B.M. _____
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A29-07716
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Vaughn or Patricia Applebee
1384 W. Syphon Rd. Pocatello ID
- ☐ New Owner/Claimant (Purchaser): Wayne G. Jensen or Betty L. Jensen
- ☐ New Mailing Address: 1384 W. Syphon Rd.
Pocatello ID 83204
- ☐ New Telephone Number: (208) 238-0283

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

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

- ☒ Attach proof of ownership, describe proof attached: _____

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

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

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

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

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NOV 13 1992

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

Paul Meyer

Copy

4-1 State of Idaho Department of Water Resources 92007125

AGREEMENT FOR THE SALE OF INTEREST IN WELL

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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NOV 13 1981

4-2

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

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

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

Blair Wilcox
BLAIR WILCOX

Bette J. Wilcox
BETTE J. WILCOX

STATE OF IDAHO)
 :SS
County of Bannock)

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

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NOV 13 1992

92007125

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

NOTARY SEAL

(Seai)

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

Wayne Jensen
WAYNE JENSEN

Betty L. Jensen
BETTY L. JENSEN

STATE OF IDAHO)
)
) ss.
County of Bannock)

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

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

(Seal)

NOTARY SEAL

NOTARY PUBLIC FOR IDAHO
Residing in:
My Commission Expires:

92007125
NO. 92007125
RECORDED AT BUREAU OF
Wayne Jensen
'92 MAY 12 P4:01 MICROFILMED
OFFICIAL RECORD BY NO. 563 NOV 13 1992
LARRY L. JENSEN
12.11.92 DS CK

QUIT CLAIM DEED

92007125

For Value Received

BLAIR WILCOX

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

BLAIR WILCOX AND BETTE J. WILCOX, Husband and Wife

whose current address is
Pocatello, Idaho

the following described premises, to-wit:

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

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

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

together with their appurtenances.

Dated:

10-27-1989

Blair Wilcox

STATE OF IDAHO, COUNTY OF POWER

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

151560

Instrument #
Dwt # 8 Time 10:22
Recd. at *Blair Wilcox*

OCT 27 1989

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same

Blair Wilcox

Notary at Pocatello, Idaho

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NOV 13 1989

INSPECTION RIDER TO PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

BY: Vaughn A. Applebee
Seller

BY: Wayne J. Jensen
Purchaser

12-10-90 Patricia A. Applebee
Date Signed

12-5-90 MICROFILMED
Date Signed NOV 13 1992

Seller

Purchaser

Betty L. Jensen

Date Signed

REAL ESTATE PURCHASE & RECEIPT FOR EARNEST MONEY

Rev 1-90

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



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

POCATELLO Idaho Nov 23 19 90

BETTY & WAYNE JENSEN
MRS APPLEBEE

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

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

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

1. EARNEST MONEY
(a) Buyer hereby deposits and receipt is hereby acknowledged of SIX HUNDRED Dollars (\$ 600.00)

in the form of ☐ Cash, ☒ Personal Check, ☐ Cashier's Check, ☐ Note Due _____, or ☐ _____, 19 _____, and held by ☐ Listing Broker,

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

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

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

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

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

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

(b) ☐ ASSUMPTION of existing loan of approximately \$ 74,500 at no more than 10 % interest.

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

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

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

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

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

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

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.
Discount points to be paid as agreed herein. As a result of any governmental inspections SELLER MAY BE REQUIRED TO MAKE REPAIRS to the property in order to comply with the housing code and Seller agrees to hold the Buyer, the Listing Broker, the Selling Broker, and/or their representatives harmless for any such required repairs or upgrade WHETHER A SALE IS

COMPLETED UNDER THIS AGREEMENT OR NOT. Cost of agreed repairs, if any, not to exceed \$ N/A

37. _____ COMPLETED UNDER THIS AGREEMENT OR NOT

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

39. _____ both herein) are: N/A

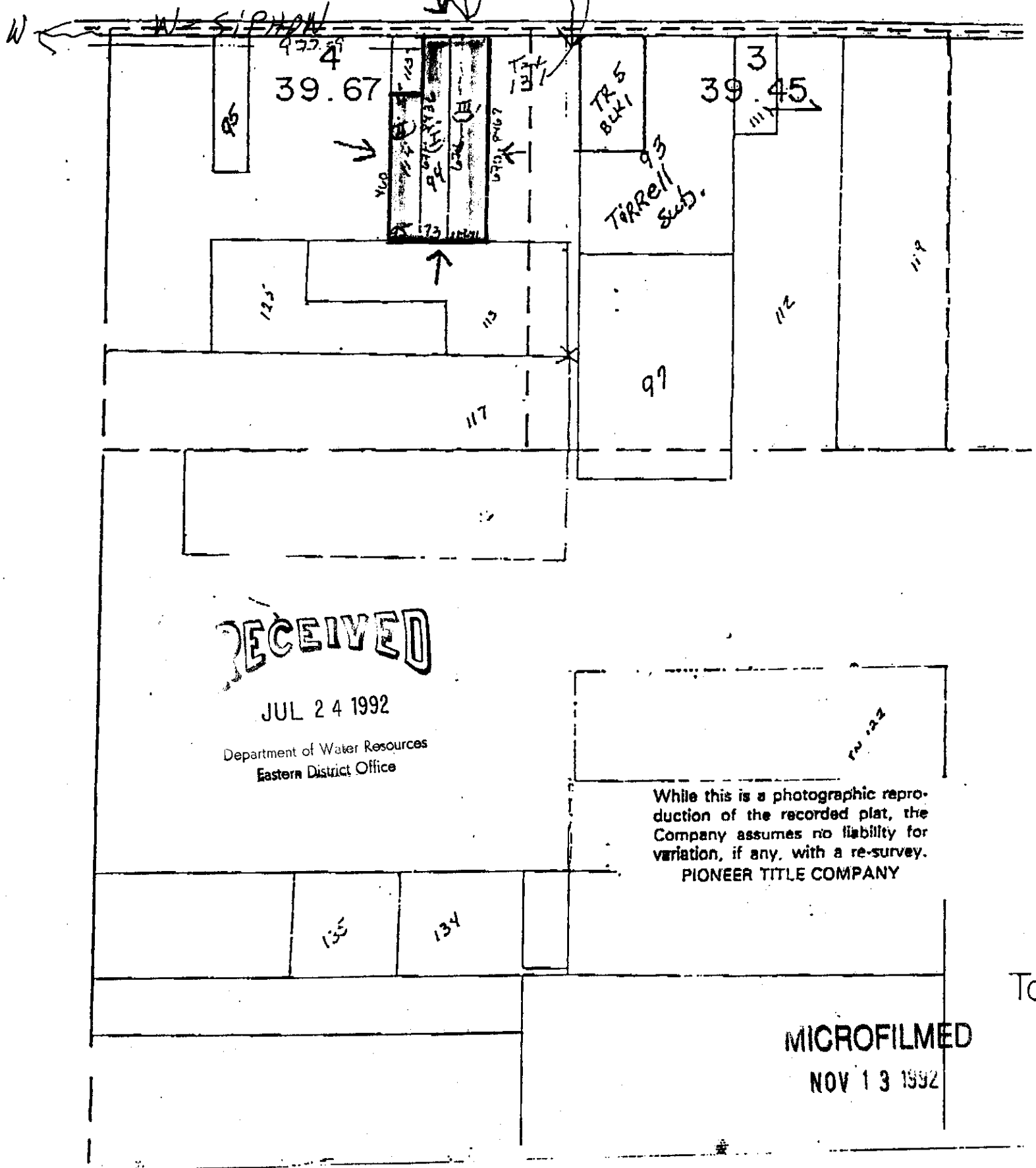
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Sectic

SECTION 2 T6S R33E

1384
Horsehead Road
Blair Water



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JUL 24 1992

Department of Water Resources
Eastern District Office

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variation, if any, with a re-survey.
PIONEER TITLE COMPANY

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NOV 13 1992

Tc

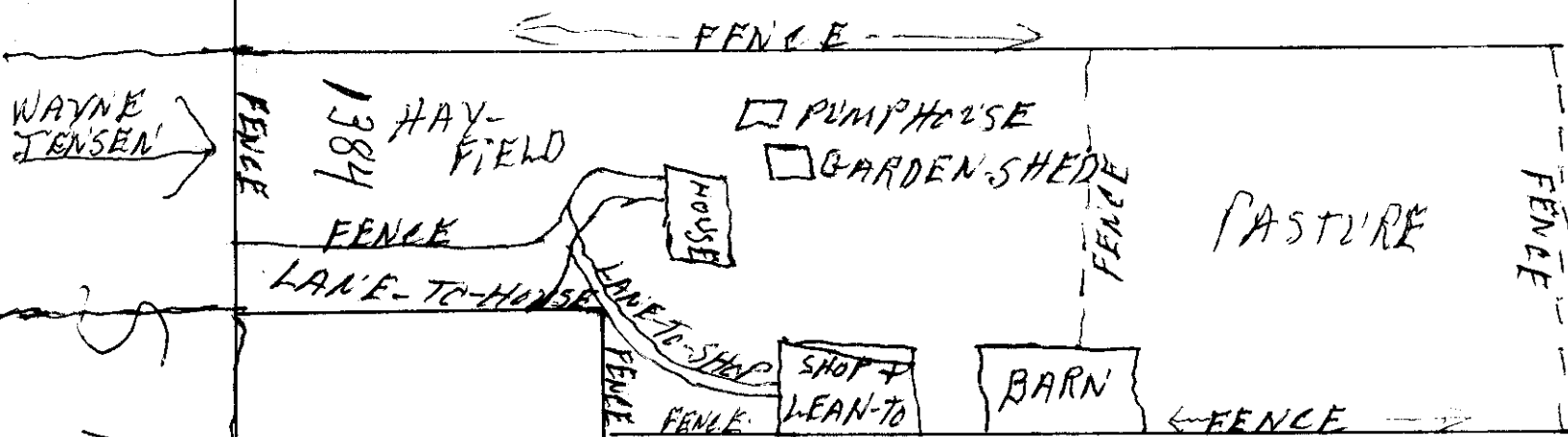
RECEIVED

GOVERNMENT - ROAD → SOUTH

JUL 24 1992

Department of Water Resources
Eastern District Office

BLAIR-WILEY - PROPERTY



ED. MONROE - PROPERTY

ALAN-MONROE - PROPERTY

WORTH - PROPERTY

MAY 13 1995

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SIP HORN-ROAD → WEST

INTER-DEPARTMENT MEMO

TO: Wayne Jensen

SUBJECT: Change in Ownership

FROM: Ernie Carlson

DATE: July 20, 92

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

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

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() For your information

Ernie

signature

() Response required



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

August 6, 1991

Wayne Jensen
1384 W. Syphon Road
Pocatello, Idaho 83202

RE: Notice of Claim A29-07716A

Dear Mr. Jensen,

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

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'PR Meyer', with a long horizontal flourish extending to the right.

Paul R. Meyer
Water Resources Agent, Senior

enc.

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