



# NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: \_\_\_\_\_

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

Legal description  
Parcel II  
Legal attached

☐ 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: \_\_\_\_\_

(A22-00079) Parcel # II

DEC 21 1993

☐ Name and Address of Former Owner/Claimant(s)(Seller): \_\_\_\_\_

Department of Water Resources  
Eastern District Office

Alvie C. Christensen

517 LINDEN AVE.

Reynolds Idaho 83440

☐ New Owner/Claimant (Purchaser): \_\_\_\_\_

KEVIN & DEB THIBEAULT

☐ New Mailing Address: \_\_\_\_\_

225 Skyline Ranch POB 647

JACKSON HOLE, ID 83001

DRIGGS, ID 83422

☐ New Telephone Number: \_\_\_\_\_

(208) 788-7960

208-354-8143

☐ 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:

OF THE 55 total ~~acres~~ 23.57

~~23.57~~ inches goes to DEB & KEVIN - owner

☐ 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) \_\_\_\_\_

Date 8-3-92

Kevin & Debra Thibault

Date 8-3-92

Debra Thibault

☐ Signature of Former Owner/Claimant(s): \_\_\_\_\_

Date 8-3-92

Alvie C. Christensen

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:

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

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NOTICE OF CONTRACT OF SALE

NOTICE IS HEREBY GIVEN that ALVIE C. CHRISTENSEN & GLORIA CHRISTENSEN, husband and wife, of 517 Linden Avenue, Rexburg, Idaho 83440, hereinafter called "Exchangor," are exchanging on written Contract of Exchange of this same date, to KEVIN THIBEAULT and DEBRA THIBEAULT, husband and wife, of <sup>POB 697 DRIGGS IDAHO 83422</sup> ~~500 North Meadowlark Road, Jackson Hole, Wyoming 83001,~~ hereinafter called "Buyer," the following described real and personal property situated in Teton County, Idaho to-wit:

Beginning at a point which is 72 rods East of the West Quarter corner of Section 35, Township 5 North, Range 45 E.M.B., and running thence East 48 rods; thence South 4 rods; thence East 1 rod more or less to the rail right-of-way; thence in a Southeasterly direction along right-of-way 76 rods more or less; thence West 60 rods; thence North 80 rods to the point of beginning, **LESS THE FOLLOWING:** Beginning at a point 430 feet more or less West of the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 35, Township 5 North, Range 45 E.B.M., at the West boundary of the Union Pacific Railroad right-of-way and the North boundary of the Bates Road; and running thence West 300 feet more or less; thence North 500 feet more or less; thence in a Northeasterly direction 346 feet more or less to the UPRR right-of-way; thence in a Southeasterly direction along the UPRR right-of-way for approximately 819 feet more or less to the point of beginning.

TOGETHER With complete irrigation diversion system.

TOGETHER With any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

The Contract of Exchange is payable over a period of 15 years and is payable to Key Bank, Driggs, Idaho, as escrow

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holder. Buyer has possession, but the deed shall not be delivered until the Contract is fully paid, and Exchangor retains remedies in the event of default, all of which are fully set forth in the Contract of Exchange and the Escrow Agreement.

DATED This 16<sup>th</sup> day of ~~July, 1992.~~ <sup>DECEMBER, 1993</sup>

"EXCHANGOR"

Alvie C. Christensen  
Alvie C. Christensen  
Gloria Christensen  
Gloria Christensen

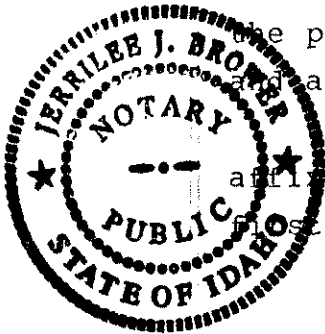
"BUYER"

Kevin Thibeault  
Kevin Thibeault  
Debra Thibeault  
Debra Thibeault

STATE OF ~~WYOMING~~ <sup>Idaho</sup> )  
County of Teton. )  
ss.

On this 16<sup>th</sup> day of ~~July, 1992,~~ <sup>December 1993</sup> before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Thibeault and Debra Thibeault, 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 above written.



Jerrilee J. Brower  
Notary Public for ~~Wyoming~~ <sup>Idaho</sup>  
Residing at: Tetonia, Idaho  
My Commission expires: 2-27-98

STATE OF IDAHO, )  
County of Madison. )  
ss.

On this \_\_\_\_ day of ~~July, 1992,~~ before me, the undersigned, a Notary Public in and for said State, personally appeared Alvie C. Christensen and Gloria Christensen, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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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 Rexburg  
My Commission Expires:

Parcel I

Beginning at the W<sup>4</sup> corner of Section 35, T5N, R45E, B.M., Teton County, Idaho, and running  
thence East, 1188.00 feet (72 rods);  
thence S0°43'42"E, 957.00 feet (58 rods);  
thence West 1188.00 feet (72 rods);  
thence N0°44'26"W, 957.00 feet (58 rods) to the point of beginning.  
Contains 26.11 acres; 25.4 acres net.

Parcel II

Beginning at a point 1188.00 feet (72 rods) East of the W<sup>4</sup> corner of Section 35, T5N, R45E, B.M., Teton County, Idaho, and running  
thence East 792.00 feet (48 rods);  
thence South 66.00 feet ( 4 rods), East 16.5 feet (1 rod), more or less, to the railroad right-of-way (measures 30.00 feet);  
thence S10°38'10"E, 397.48 feet;  
thence S27°20'00"W, 350.08 feet;  
thence S 1°11'00"E, 535.29 feet;  
thence S89°54'28"W, 728.88 feet;  
thence N 0°43'42"W, 1304.55 feet to the point of beginning.  
Contains 23.57 acres; 22.7 acres net.

*C/o shows 23.57 ac*

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