

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-21300
Date Received: 6/9/2004
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BOB CHRISTENSEN Phone: (208)788-6380
PO BOX 1177
HAILEY ID 83333

2. Date of Priority: 05/01/1905

3. Source: TOWNSEND GULCH CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	18E	2	NE NW SE	BLAINE	
01N	18E	2	NW NW SE	BLAINE	

5. Description of diverting works:

SEASONAL DAMS TO DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.075	

7. Total Quantity Appropriated is:
0.075 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	18E	2	NE	SE	IRRIGATION	3.7
Section Acres						3.7
Total Acres						3.7

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

PARCEL 00557000004AA

PROPERTY IS ALSO KNOWN AS LOT 4A, TOWNSEND RANCH SUBDIVISION.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 24, 2004

BOB CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

RE: SRBA Claim(s) 37-1228D

Dear Claimants:

Pursuant to the notification that you purchased a portion of the property to which the above referenced adjudication claim is appurtenant, the department has split the original claim. Your portion has been numbered 37-21300.

Enclosed please find your copy of the computer-generated claim. Review this document and should you have any questions or corrections, please contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Trish Fawcett', is written over a horizontal line.

Trish Fawcett
Technical Records Specialist

enc.

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.

RECEIVED
 APR 28 2004
 Department of Water Resources
 Boise, Idaho

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
37-1228D	37-12280	✓			

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) Christie Ann Haugh & James Phillips
PO Box 2740 Hailey ID 83333
4. New Owner/Claimant(s) Bob Christensen
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 1177
- City, State and ZIP Code Hailey ID 83333
- New Telephone Number (208) 788-6380
5. Date you acquired the property July 8, 2002

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 <u>37-12280</u>		
Water Use	Diversion Rate or Volume	Description
	(cubic feet per second or acre-feet per annum)	(acres, number and type of stock, homes, etc)
Irrigation	<u>.075 cfs</u>	<u>3.75 acres, 3 horses</u>
Stock		
Domestic		
Other		
Total	<u>.075</u>	

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	Description
	(cubic feet per second or acre-feet per annum)	(acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. **Signature of New Owner(s) or Claimant(s)** Robert Christensen
(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 _____

TOWNSEND RANCH SUBDIVISION : LOT 4-A

Within: N1/2 SE1/4 SEC. 2, T1N, R18E, BOISE MERIDIAN
BLAINE COUNTY IDAHO
JUNE 1998

SHEET 1 OF 2 SHEETS

LINE TABLE

No.	Direction	Length
1	S89°45'31"E	18.79
2	N81°08'23"E	225.00
3	N81°08'23"E	110.11
4	N81°08'23"E	153.10
5	S00°18'56"W	41.81
6	N17°53'58"E	240.88
7	N25°57'42"W	242.11
8	N90°00'00"W	125.00
9	N00°00'00"E	200.00
10	N90°00'00"E	125.00
11	N90°00'00"E	200.00
12	S00°00'00"E	200.00

Basis of Bearings from plot of
LOT LINE SHIFTS OF LOTS 2 AND 3
TOWNSEND RANCH SUBDIVISION (Instrument No. 336554)

Wherein a portion of Lot 4, Townsend Ranch Subdivision, is vacated
from Townsend Ranch Subdivision, and Lot 4-A remains.

Northerly boundary of Parcel 1
as shown within Lower Broadford
Ranch Record of Survey Instrument
No. 404649.

SCALE 1" = 200'

NOTES

- Owners of Lots 4-A who desire to further subdivide must file with the Blaine County Planning and Zoning Office for re-subdivision according to current regulations.
- Construction of any kind, except fences, shall be allowed only in the established building envelopes and will require a Building Permit.
- The buildings shall be constructed within 50 feet of the centerline of the stream channel. Any narrowing or widening of a water course, or construction of ditches or other improvements to stream flow shall be engineered and constructed including the use of suitably sized culverts, so that there is no permanent obstruction of the water course.
- Due to the width and condition of Townsend Gulch Road, approval of this subdivision does not obligate Blaine County to improve the road, nor to provide services beyond what is currently provided.
- Roads within Townsend Ranch Subdivision shall be built to meet private road specifications, as outlined within Section 3.17.1 of Blaine County Subdivision Ordinance 22-8. The purchaser and/or owner of this lot or parcel understands and agrees that private road construction and snow removal shall be the obligation of the owner. His successors in interest are in no way obligated to accept, maintain or improve these roads until the roads are brought up to County standards, dedicated and accepted by the County, and that each owner shall notify in writing any successor in interest of these facts.

LEGEND

- Found 1/2" diam. rebar
- Found 1/2" x 24" rebar w/cap
- Found 3/8" diam. rebar
- Found 3/8" x 30" Rebar w/cap
- Brass Cap
- Scenic Easement
- Building Envelope
- 25% Slope Line
- Existing Driveway
- 30' wide Driveway Easement
- Intermittent Stream
- (A) For Hollow Lot 2 (Unbuildable) - see note #6
- (B) 30' wide access easement per original plat of Townsend Ranch Sub (Inst No. 268858) to benefit Lot 4-A.
- (C) 30' wide private drive to access Parcel "A"
- (D) Townsend Gulch Road (see plat of For Hollow Sub)

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated 7-15-98
L. L. Collins
South Central District Health Dept., IDHS

This map is a photographic reproduction of that on file in either the Recorder's or the Surveyor's Office. The company assumes no liability for errors, if any, with another or in survey. Courtesy Of
Sawtooth Title Co.
Box 100
Ketchum, Idaho 83340
724-6995

PREPARED BY : BENCHMARK ASSOCIATES : KETCHUM, IDAHO

⊗ Point of Diversion
▨ Place of Use

Wagon Trail
Exhibit A

7/14/98

3-B

TOWNSEND RANCH
LOT 4-A
Inst No. 336554

FOR HOLLOW SUB

LOT 3

LOT 2

TAX LOT 6351

CAL-PACIFIC
LOT 4

TAX LOT 6449

TAX LOT 6391
(HST. NO. 404649)

C1/4
Sec. 2

N89°45'54"W
684.04

N81°08'23"E
422.70

S89°45'54"E
500.00

N81°08'23"E
225.00

N81°08'23"E
110.11

S89°46'59"E
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Haugh shall have fifteen (15) days from receipt of said notification to notify Christensen of her election to exercise the right of first refusal to purchase said property on the same terms and conditions as contained in said bona fide offer accepted by Christensen, except irrespective of the closing date of said offer Haugh may elect to close said transaction within sixty (60) days of her election to exercise her right of first refusal. Haugh shall elect to exercise this right by written notice to Christensen postmarked within said fifteen (15) day period. If Haugh does not elect to exercise this right, she shall have waived her right to purchase said property and Christensen shall be free to consummate the purchase and sale transaction with the third party in question, and this right of first refusal shall terminate. If the sale to such third party does not close, this right of first refusal shall remain in full force and effect.

3. IRRIGATION SYSTEM. Presently, a sprinkler irrigation system on Lot 4A and 3B are one system. If Christensen does not exercise the option to purchase set forth in paragraph 1 of this Agreement, then each party shall modify and reconstruct the irrigation system on their respective lot to create an independent system on their lot. This shall be done no later than one (1) year from the date of this Agreement. Each party shall bear the cost of modifying and separating the irrigation system on their lot.

4. SEPARATE DRIVEWAY ENTRANCE TO LOT 4A. If Christensen does not exercise the option to purchase set forth in paragraph 1 of this Agreement, then Christensen, at his sole cost, shall construct a separate driveway and entrance to Lot 4A within one (1) year from the date of this Agreement. This separate driveway entrance shall be constructed at the location described in attached Exhibit A, and Haugh shall grant Christensen a driveway easement along the portion of the boundary of Lot 3B described in said Exhibit A. Upon Haugh granting said separate driveway easement, the access easement across Lot 3B as shown on the TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, and referred to on the plat index as "C" and in Note 6 of Notes: Townsend Ranch Sub., Lot 3B, all according to the official plat thereof, recorded June 21, 2000, as Instrument No. 440369, in the records of Blaine County, Idaho, shall be abandoned and deemed vacated by Christensen.

5. WATER RIGHTS. Presently there are .150 CFS (cubic feet per second) (7.5 miners' inches) of Townsend Gulch Creek surface water by Water Right Number 37-1228D claimed in the Snake River Basin Adjudication as appurtenant to Lots 3B and 4A. With regard to Lot 4A, Haugh shall deed one-half of those water rights 3.75 miners' inches to Christensen and shall retain the remaining water rights appurtenant thereto. If Haugh, in her sole discretion, determines it advisable, she shall make application for transfer of any water rights from Lot 4A to Lot 3B necessary to implement this provision. Haugh shall pay all costs associated with such transfer and Christensen will cooperate with Haugh with regard thereto. Haugh shall also retain the water rights to the well for which Christensen has executed a Grant of Easement of even date herewith, in part, granting an easement to Haugh for said well.

6. NOTICES. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and sent by United States Mail, postage prepaid, at address set forth below or to such other as the party may

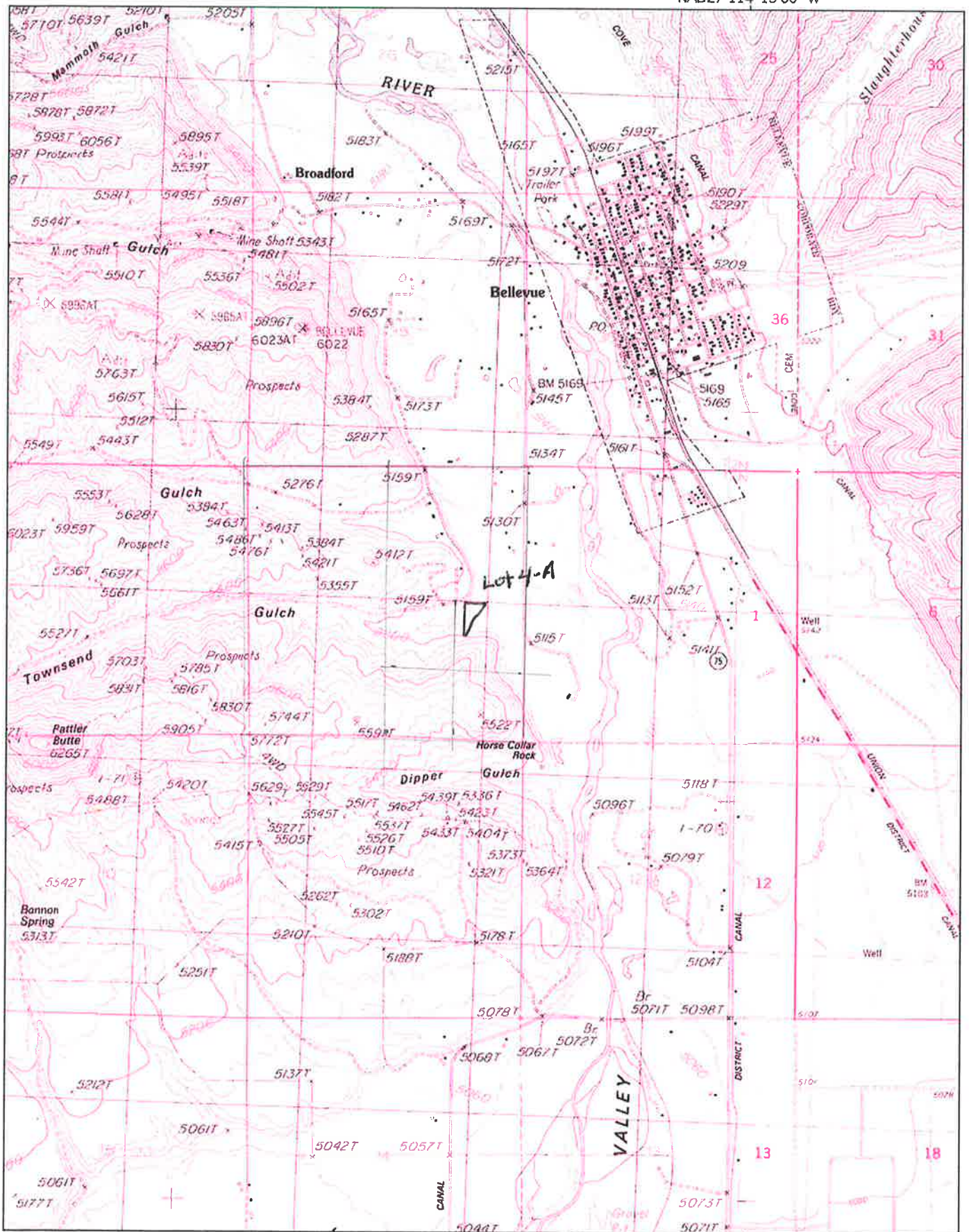
LEGAL DESCRIPTION

Order Number: 02010880

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

Except the Grantor is hereby conveying only .075 CPS (cubic feet per second or 3.75 miners' inches) of Townsend Gulch Creek water under Water Rights Number 37-1228D to the Grantee, and Grantor is reserving all other Townsend Gulch Creek water rights and all water rights with regard to the well easement for which was granted to the Grantor by the Grantee by Grant of Easement of even date herewith.

NOTED & FILED JUL 27 1998
[Signature]



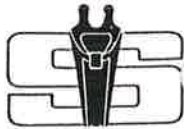
TN 15°

0 1000 FEET 0 500 1000 METERS

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Townsend Ranch Subdivision

Lot 4-A T1N, R18E, Boise Meridian, Section 2, Blaine County, ID



WARRANTY DEED

For Value Received **CHRISTIE ANNE HAUGH, a single woman**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **ROBERT L. CHRISTENSEN,**
a single man

the Grantee whose current address is: **PO BOX 1659, DESTIN, FL 32540**

the following described premises, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.**

Parcel Number: **00557000004AA**

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable.
Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the
owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant
and defend the same from all lawful claims whatsoever.

Dated: **July 08, 2002**

CHRISTIE ANNE HAUGH

State of **IDAHO**

ss.

County of **BLAINE**

On this 10th day of July, 2002, before me, the
undersigned, a Notary Public, in and for said State, personally appeared CHRISTIE ANNE HAUGH

_____, known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public **KRISTEN KLUDT**
Residing at: **KETCHUM**
Commission Expires: **December 14, 2007**

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Final		B. TYPE OF LOAN 1. ☐ 1FHA 2. ☐ 1FHA 3. ☐ CONV. UNINS. 4. ☐ 1VA 5. ☐ 1CONV. 6. FILE NUMBER: 02010880 7. LOAN NUMBER: 8. MTG. INS. CASE NO.:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: ROBERT L. CHRISTENSEN			
ADDRESS: PO BOX 1659, DESTIN, FL 32540			
E. NAME OF SELLER: CHRISTIE ANNE HAUGH			
ADDRESS: 95 TOWNSEND GULCH ROAD, BELLEVUE, ID 83313			
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: Lot 4A TOWNSEND RANCH SUBDIVISION 95 TOWNSEND GULCH RD BLAINE COUNTY ID 83313			
H. SETTLEMENT AGENT: BLAINE COUNTY TITLE ASSOC. CLOSER: KRISTEN KLUOT PHONE NUMBER: (208) 726-0700 ADDRESS: 360 Sun Valley Road KETCHUM ID 83340			
PLACE OF SETTLEMENT: BLAINE COUNTY TITLE ASSOC. ADDRESS: 360 SUN VALLEY ROAD KETCHUM, IDAHO 83340		SETTLEMENT AGENT TIN: 82-0441331	
		I. SETTLEMENT DATE Closing date: 07/11/02 Proration date: 07/08/02	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER: 101. Contract sales price 1,750,000.00 102. Personal property 103. Settlement charges to borrower (line 1400) 1,172.00 104. Option Payment 100.00 105. Adjustments for items paid by seller in advance: 106. City/town taxes to 107. County taxes to 108. Assessments to 109. 110. 111. 112. 120. GROSS AMOUNT DUE FROM BORROWER: 1,751,272.00		400. GROSS AMOUNT DUE TO SELLER: 401. Contract sales price 1,750,000.00 402. Personal property 403. 404. Option Payment 100.00 405. Adjustments for items paid for seller in advance: 406. City/town taxes to 407. County taxes to 408. Assessments to 409. 410. 411. 412. 420. GROSS AMOUNT DUE TO SELLER: 1,750,100.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: 201. Deposit or earnest money 70,000.00 202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to 204. 205. 206. Seller Carry 650,000.00 207. 208. Payment for 1st Right of Refusal 100.00 209. Adjustments for items unpaid by seller: 210. City/town taxes to 211. County taxes 01/01/02 to 07/08/02 1,143.80 212. Assessments to 213. 214. 215. 216. 217. 218. 219. 220. TOTAL PAID BY/FOR BORROWER: 721,243.80		500. REDUCTIONS IN AMOUNT DUE TO SELLER: 501. Excess deposit/see instructions 70,000.00 502. Settlement charges to seller (line 1400) 91,643.00 503. Existing loan(s) taken subject to 504. Payoff of first mortgage loan Bank of America 840,425.42 505. Payoff of second mortgage loan 506. Seller Carry 650,000.00 507. 508. Payment for 1st Right of Refusal 100.00 509. Adjustments for items unpaid by seller: 510. City/town taxes to 511. County taxes 01/01/02 to 07/08/02 1,143.80 512. Assessments to 513. 514. 515. 516. 517. 518. 519. 520. TOTAL REDUCTION IN AMOUNT: 1,653,312.22	
300. CASH AT SETTLEMENT FROM/TO BORROWER: 301. Gross amount due from borrower (line 120) 1,751,272.00 302. Less amounts paid by/fn borrower (line 220) 721,243.80 303. CASH [X FROM] [] TO BORROWER: 1,030,028.20		600. CASH AT SETTLEMENT TO/FROM SELLER: 601. Gross amount due to seller (line 420) 1,750,100.00 602. Less total reductions in amount due seller (line 520) 1,653,312.22 603. CASH [X TO] [] FROM SELLER: 96,787.78	

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION-If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Blaine County Title with your correct taxpayer identification number.

If you do not provide Blaine County Title with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Seller

File 02010880				L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$ 1,750,000.00 @ 5.00 % = 87,500.00							
Division of Commission (line 700) as follows:							
701. \$35,000.00		to CLASSIC REALTY					
702. \$52,500.00		to RIVER RUN REALTY					
703. Commission paid at settlement							87,500.00
704.							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.							
801. Loan Origination fee		%					
802. Loan Discount		%					
803. Appraisal fee		to					
804. Credit Report		to					
805. Lender's inspection fee		to					
806. Mortgage Insurance application fee		to					
807. Assumption Fee		to					
808.		to					
809.		to					
810.		to					
811.		to					
812.		to					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.							
901. Interest from		to @ \$ /day					
902. Mortgage insurance premium for		mo. to					
903. Hazard insurance premium for		yrs. to					
904.		yrs. to					
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance		mo. @ \$ per mo.					
1002. Mortgage insurance		mo. @ \$ per mo.					
1003. City property taxes		mo. @ \$ per mo.					
1004. County property taxes		mo. @ \$ per mo.					
1005. Annual assessments (Maint.)		mo. @ \$ per mo.					
1006.		mo. @ \$ per mo.					
1007.		mo. @ \$ per mo.					
1008.		mo. @ \$ per mo.					
1009. Aggregate Reserve for Hazard & Flood Ins. City & County Prop. Taxes, Mortgage Ins. & Annual Assessments							
1100. TITLE CHARGES:							
1101. Settlement or closing fee		to BLAINE COUNTY TITLE ASSOC.		1,000.00		1,000.00	
1102. Abstract or title search		to					
1103. Title examination		to					
1104. Title insurance binder		to					
1105. Document preparation		to					
1106. Notary fee		to					
1107. Attorney's fee to		to					
(includes above items No.:							
1108. Title insurance		to BLAINE COUNTY TITLE ASSOC.		52.00		4,280.00	
(includes above items No.:							
1109. Lender's coverage 650,000.00		\$ 52.00					
1110. Owner's coverage 1,750,000.00		\$ 4,280.00					
1111. Reissue Credit		to CHRISTIE ANNE HAUGH				(1,210.00)	
1112.		to					
1113. Simultaneous Issue		to BLAINE COUNTY TITLE ASSOC.		75.00			
1114.		to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording fees: Deed \$ 3.00 Mrg \$ 12.00 Rel. \$ 3.00				15.00		3.00	
1202. City/county tax/stamps: Deed \$ Mrg \$							
1203. State tax/stamps: Deed \$ Mrg \$							
1204. Reconveyance fee		to BLAINE COUNTY TITLE ASSOC.				40.00	
1205.		to					
1206.		to					
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey		to					
1302. Pest inspection		to					
1303.		to					
1304. Record Easements/Restrictive Cov		to BLAINE COUNTY TITLE ASSOC.		30.00		30.00	
1305.		to					
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				1,172.00		91,643.00	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Sellers

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Estimated		B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. II 6. FILE NUMBER: 02010880 7. LOAN NUMBER: 8. MTG. INS. CASE NO.:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: ROBERT L. CHRISTENSEN			
ADDRESS: PO BOX 1659, DESTIN, FL 32540			
E. NAME OF SELLER: CHRISTIE ANNE HAUGH			
ADDRESS: 95 TOWNSEND GULCH ROAD, BELLEVUE, ID 83313		SELLER TIN:	
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: Lot 4A TOWNSEND RANCH SUBDIVISION 95 TOWNSEND GULCH RD BLAINE COUNTY ID 83313			
H. SETTLEMENT AGENT: BLAINE COUNTY TITLE ASSOC. ADDRESS: 360 Sun Valley Road KETCHUM ID 83340		CLOSER: KRISTEN KLUOT PHONE NUMBER: (208) 726-0700 SETTLEMENT AGENT TIN: 82-0441331	
PLACE OF SETTLEMENT: BLAINE COUNTY TITLE ASSOC. ADDRESS: 360 SUN VALLEY ROAD KETCHUM, IDAHO 83340		I. SETTLEMENT DATE Est. closing date: 07/08/02 Proration date: 07/08/02	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	1,750,000.00	401. Contract sales price	1,750,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,172.00	403.	
104. Option Payment	100.00	404. Option Payment	100.00
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	1,751,272.00	420. GROSS AMOUNT DUE TO SELLER:	1,750,100.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	70,000.00	501. Excess deposit (see instructions)	70,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	109,173.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Bank of America	840,000.00
205.		505. Payoff of second mortgage loan	
206. Seller Carry	650,000.00	506. Seller Carry	650,000.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/02 to 07/08/02	1,143.80	511. County taxes 01/01/02 to 07/08/02	1,143.80
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	721,143.80	520. TOTAL REDUCTION IN AMOUNT:	1,670,316.80
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower (line 120)	1,751,272.00	601. Gross amount due to seller (line 420)	1,750,100.00
302. Less amounts paid by/for borrower (line 220)	721,143.80	602. Less total reductions in amount due seller (line 520)	1,670,316.80
303. CASH [X] FROM [] TO BORROWER:	1,030,128.20	603. CASH [X] TO [] FROM SELLER:	79,783.20

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E,G,H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION-If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Blaine County Title with your correct taxpayer identification number.

If you do not provide Blaine County Title with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Seller

File 02010880		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Estimated					
700. TOTAL SALES/BROKER'S COM. ON Based on \$ 1,750,000.00 @ 6.00 % = 105,000.00					
Division of Commission (line 700) as follows:					
701.	\$52,500.00	to	CLASSIC REALTY		
702.	\$52,500.00	to	RIVER RUN REALTY		
703.	Commission paid at settlement				105,000.00
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination fee	%			
802.	Loan Discount	%			
803.	Appraisal fee	to			
804.	Credit Report	to			
805.	Lender's inspection fee	to			
806.	Mortgage Insurance application fee	to			
807.	Assumption Fee	to			
808.		to			
809.		to			
810.		to			
811.		to			
812.		to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest from	to	@ \$ /day		
902.	Mortgage insurance premium for	mo. to			
903.	Hazard insurance premium for	yrs. to			
904.		yrs. to			
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance	mo. @ \$	per mo.		
1002.	Mortgage insurance	mo. @ \$	per mo.		
1003.	City property taxes	mo. @ \$	per mo.		
1004.	County property taxes	mo. @ \$	per mo.		
1005.	Annual assessments (Maint.)	mo. @ \$	per mo.		
1006.		mo. @ \$	per mo.		
1007.		mo. @ \$	per mo.		
1008.		mo. @ \$	per mo.		
1009.	Aggregate Reserve for Hazard & Flood Ins, City & County Prop. Taxes, Mortgage Ins. & Annual Assessments				
1100. TITLE CHARGES:					
1101.	Settlement or closing fee	to	BLAINE COUNTY TITLE ASSOC.	1,000.00	1,000.00
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fee	to			
1107.	Attorney's fee to	to			
	(includes above items No.:				
1108.	Title insurance	to	BLAINE COUNTY TITLE ASSOC.	52.00	4,280.00
	(includes above items No.:				
1109.	Lender's coverage	650,000.00	\$ 52.00		
1110.	Owner's coverage	1,750,000.00	\$ 4,280.00		
1111.	Reissue Credit	to	CHRISTIE ANNE HAUGH		(1,210.00)
1112.		to			
1113.	Simultaneous Issue	to	BLAINE COUNTY TITLE ASSOC.	75.00	
1114.		to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees:	Deed \$ 3.00	Mrtg \$ 12.00	Rel. \$ 3.00	
1202.	City/county tax/stamps:	Deed \$	Mrtg \$		
1203.	State tax/stamps:	Deed \$	Mrtg \$		
1204.	Reconveyance fee	to	BLAINE COUNTY TITLE ASSOC.		40.00
1205.		to			
1206.		to			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.	Courier fee	to	BLAINE COUNTY TITLE ASSOC.		30.00
1304.	Record Easement/Maintenance Agmt.	to	BLAINE COUNTY TITLE ASSOC.	30.00	30.00
1305.		to			
1400.	TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			1,172.00	109,173.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

[Signature]
Borrower

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

[Signature]
Settlement Agent

Date

7-10-02

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A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		B. TYPE OF LOAN 1. ☐ 1FHA 2. ☐ 1FHA 3. ☐ 1CONV. UNINS. 4. ☐ 1VA 5. ☐ 1CONV. 6. FILE NUMBER: 02010880 7. LOAN NUMBER: 8. MTG. INS. CASE NO.:	
Estimated		C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.	
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ADDRESS: PO BOX 1659, DESTIN, FL 32540		ADDRESS: 95 TOWNSEND GULCH ROAD, BELLEVUE, ID 83313	
F. NAME OF LENDER:		SELLER TIN: 571620355	
ADDRESS:		G. PROPERTY LOCATION: Lot 4A TOWNSEND RANCH SUBDIVISION 95 TOWNSEND GULCH RD BLAINE COUNTY ID 83313	
H. SETTLEMENT AGENT: BLAINE COUNTY TITLE ASSOC. ADDRESS: 360 Sun Valley Road KETCHUM ID 83340		CLOSER: KRISTEN KLUOT PHONE NUMBER: (208) 726-0700 SETTLEMENT AGENT TIN: 82-0441331	
PLACE OF SETTLEMENT: BLAINE COUNTY TITLE ASSOC. ADDRESS: 360 SUN VALLEY ROAD KETCHUM, IDAHO 83340		I. SETTLEMENT DATE Est. closing date: 07/08/02 Proration date: 07/08/02	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	1,750,000.00	401. Contract sales price	1,750,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,172.00	403.	
104. Option Payment	100.00	404. Option Payment	100.00
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
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200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	70,000.00	501. Excess deposit (see instructions)	70,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	91,643.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Bank of America	840,425.42
205.		505. Payoff of second mortgage loan	
206. Seller Carry	650,000.00	506. Seller Carry	650,000.00
207.		507.	
208. Payment for 1st Right of Refusal	100.00	508. Payment for 1st Right of Refusal	100.00
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/02 to 07/08/02	1,143.80	511. County taxes 01/01/02 to 07/08/02	1,143.80
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	721,243.80	520. TOTAL REDUCTION IN AMOUNT:	1,653,312.22
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302. Less amounts paid by/f for borrower (line 220)	721,243.80	602. Less total reductions in amount due to seller (line 520)	1,653,312.22
303. CASH [X] FROM [] TO BORROWER:	1,030,028.20	603. CASH [X] TO [] FROM SELLER:	96,787.78

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Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Christie Anne Haugh
 Seller

File 02010880		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Estimated					
700. TOTAL SALES/BROKER'S COMMISSION Based on \$ 1,750,000.00 @ 5.00 % = 87,500.00					
Division of Commission (line 700) as follows:					
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703. Commission paid at settlement					87,500.00
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal fee	to				
804. Credit Report	to				
805. Lender's inspection fee	to				
806. Mortgage Insurance application fee	to				
807. Assumption Fee	to				
808.	to				
809.	to				
810.	to				
811.	to				
812.	to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from	to @ \$ /day				
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904.	yrs. to				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	mo. @ \$ per mo.				
1002. Mortgage Insurance	mo. @ \$ per mo.				
1003. City property taxes	mo. @ \$ per mo.				
1004. County property taxes	mo. @ \$ per mo.				
1005. Annual assessments (Maint.)	mo. @ \$ per mo.				
1006.	mo. @ \$ per mo.				
1007.	mo. @ \$ per mo.				
1008.	mo. @ \$ per mo.				
1009. Aggregate Reserve for Hazard & Flood Ins, City & County Prop. Taxes, Mortgage Ins. & Annual Assessments					
1100. TITLE CHARGES:					
1101. Settlement or closing fee	to BLAINE COUNTY TITLE ASSOC.		1,000.00		1,000.00
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fee	to				
1107. Attorney's fee to	to				
(includes above items No.)					
1108. Title insurance	to BLAINE COUNTY TITLE ASSOC.		52.00		4,280.00
(includes above items No.)					
1109. Lender's coverage	650,000.00 \$ 52.00				
1110. Owner's coverage	1,750,000.00 \$ 4,280.00				
1111. Reissue Credit	to CHRISTIE ANNE HAUGH				(1,210.00)
1112.	to				
1113. Simultaneous Issue	to BLAINE COUNTY TITLE ASSOC.		75.00		
1114.	to				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed \$ 3.00 Mrg \$ 12.00 Rel. \$ 3.00			15.00		3.00
1202. City/county tax/stamps: Deed \$ Mrg \$					
1203. State tax/stamps: Deed \$ Mrg \$					
1204. Reconveyance fee	to BLAINE COUNTY TITLE ASSOC.				40.00
1205.	to				
1206.	to				
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.	to				
1304. Record Easements/Restrictive Cov	to BLAINE COUNTY TITLE ASSOC.		30.00		30.00
1305.	to				
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			1,172.00		91,643.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

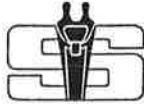
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Sellers

Date

WARNING: It is a crime to knowingly make false statements in the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.



Robert L. Christensen

WARRANTY DEED

For Value Received **CHRISTIE ANNE HAUGH, a single woman**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **ROBERT L. CHRISTENSEN, a single man**

the Grantee whose current address is: **PO BOX 1659, DESTIN, FL 32540**

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Parcel Number: **00557000004AA**

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: **July 08, 2002**

CHRISTIE ANNE HAUGH

State of **IDAHO**

ss.

County of **BLAINE**

On this 10th day of July, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared CHRISTIE ANNE HAUGH

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that she executed the same.

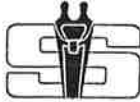
WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public **KRISTEN KLUDT**

Residing at: **KETCHUM**

Commission Expires: **December 14, 2007**



WARRANTY DEED

For Value Received CHRISTIE ANNE HAUGH, a single woman

the Grantor hereby grants, bargains, sells, conveys and warrants unto ROBERT L. CHRISTENSEN,
a single man

the Grantee whose current address is: PO BOX 1659, DESTIN, FL 32540

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

Parcel Number: 00557000004AA

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable.
Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the
owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant
and defend the same from all lawful claims whatsoever.

Dated: July 08, 2002

Christie Anne Haugh
CHRISTIE ANNE HAUGH

State of IDAHO

ss.

County of BLAINE

On this 11th day of July, 2002, before me, the
undersigned, a Notary Public, in and for said State, personally appeared CHRISTIE ANNE HAUGH

known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Kristen Kludt
Notary Public KRISTEN KLUDT
Residing at: KETCHUM
Commission Expires: December 14, 2007



LEGAL DESCRIPTION

Order Number: 02010880

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

Except the Grantor is hereby conveying only .075 CPS (cubic feet per second or 3.75 miners' inches) of Townsend Gulch Creek water under Water Rights Number 37-1228D to the Grantee, and Grantor is reserving all other Townsend Gulch Creek water rights and all water rights with regard to the well easement for which was granted to the Grantor by the Grantee by Grant of Easement of even date herewith.

Order No. 02010880

ACCEPTED AND ATTACHED

Christie Haugh

PROMISSORY NOTE

FOR VALUE RECEIVED, ROBERT L. CHRISTENSEN, a single man hereinafter referred to as "Maker", promises to pay to CHRISTIE ANNE HAUGH, a single woman hereinafter collectively referred to as "Payee", the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 (\$650,000.00), together with interest on the unpaid principal balance at the rate of Seven percent (7.00%) per annum. Such interest shall commence to accrue on July 8, 2002.

1. PAYMENT SCHEDULE

Maker shall pay said principal and interest to payee in following manner:

- a. Monthly interest only payments in the amount of \$3,791.67 beginning on August 8, 2002. The entire principal balance plus any accrued interest shall be due and payable on or before January 8, 2003.

Maker shall make all payments hereunder to Payee at the following address:

95 Townsend Gulch Road
Bellevue, ID 83313

or at such other address as Payee shall hereafter designate in writing by mailing a notice of such change in address to Maker by certified mail, return receipt requested, at the following address:

P.O. Box 1659
Destin, FL 32540

Further, Maker shall be notified in like manner of any change in the holder of this Note, including designation of the address where payments to such new holder shall be made;

- b. Maker may prepay this Note in whole or in part at any time without incurring any prepayment penalty provided all accrued but unpaid interest on the unpaid principal balance as of the date of such prepayment shall be paid at the time of such payment.
- c. If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

2. DEFAULT In the event of default by Maker in payment of any installment of principal or interest due on this Note or in the performance or observance of any of the terms or conditions contained in this Note, the entire unpaid principal sum and accrued interest, shall become due and payable immediately at the option of the holder hereof.

Order No. 02010880

PROMISSORY NOTE

FOR VALUE RECEIVED, ROBERT L. CHRISTENSEN, a single man hereinafter referred to as "Maker", promises to pay to CHRISTIE ANNE HAUGH, a single woman hereinafter collectively referred to as "Payee", the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 (\$650,000.00), together with interest on the unpaid principal balance at the rate of Seven percent (7.00%) per annum. Such interest shall commence to accrue on July 8, 2002.

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- c. If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

2. DEFAULT In the event of default b Maker in payment of any installment of principal or interest due on this Note or in the performance or observance of any of the terms or conditions contained in this Note, the entire unpaid principal sum and accrued interest, shall become due and payable immediately at the option of the holder hereof.

3. MORTGAGE AND DEED OF TRUST. This Note is secured by a Mortgage/Deed of Trust of even date encumbering certain real property in Blaine County, Idaho, and executed by Maker in favor of Payee. All of the terms, conditions and provisions contained in such Mortgage/Deed of Trust are hereby made a part of this Note to the same extent and effect as if fully set forth herein.
4. ATTORNEY FEES. In the event the holder of this Note retains an attorney to collect any sum due hereunder, Maker shall pay the holder hereof the latter's reasonable attorney's fees, whether or not litigation is actually instituted.
5. GOVERNING LAW. This Note shall be governed to its validity, interpretation, construction, effect, and in all other respects, by the laws and decisions of the State of Idaho.

Dated: July 1, 2002



ROBERT L. CHRISTENSEN

When recorded, return to:
Blaine County Title
360 Sun Valley Road, P.O. Box 3176
Ketchum, Idaho 83340



Christie Haugh

DEED OF TRUST

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

THIS DEED OF TRUST, made this 1ST day of July, 2002,
Between **ROBERT L. CHRISTENSEN, a single man**

herein called GRANTOR

(Debtor)

whose address is **PO BOX 1659, DESTIN, FL 32540**

BLAINE COUNTY TITLE, herein called TRUSTEE, and
CHRISTIE ANNE HAUGH, a single woman

herein called BENEFICIARY

(Secured Party)

whose address is **349 FORDYEE RD., LOS ANGELES, CA**

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **BLAINE COUNTY**, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

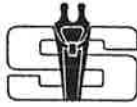
TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the security for the indebtedness herein mentioned.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of **SIX HUNDRED FIFTY THOUSAND & 00/100**

DOLLARS (\$ 650,000.00) final payment being due, **January 08, 2003**, and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

When recorded, return to:
Blaine County Title
360 Sun Valley Road, P.O. Box 3176
Ketchum, Idaho 83340



DEED OF TRUST

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

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(Debtor)

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WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of BLAINE COUNTY State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the security for the indebtedness herein mentioned.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of SIX HUNDRED FIFTY THOUSAND & 00/100

DOLLARS (\$ 650,000.00) final payment being due, January 08, 2003, and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and no others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days' notice of such threat shall discharge the same. In addition to the payments provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises, in trust for Grantor's payment of such items when due.
2. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.
3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
5. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.
6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereto, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.
7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. The Beneficiary or Trustee is authorized to enter upon the premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee, or both of them as herein provided.
8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

B. IT IS MUTUALLY AGREED THAT:

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligations herein provided. This Deed of Trust shall be considered to be a Financing Statement.
2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief therefor, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.
3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.
4. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.
5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.
6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.
7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.
8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.

9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.

10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference in gender shall include male, female, or neuter.

11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.

12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

13. This Deed of Trust shall be construed by the laws of the State of Idaho.

14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.

IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, corporation, trustee or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

DEED OF TRUST
Individual Acknowledgment


ROBERT L. CHRISTENSEN

State of IDAHO

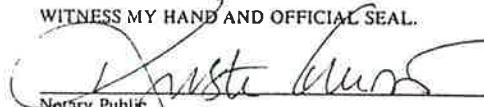
ss.

County of BLAINE

On this 2ND day of July, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT L. CHRISTENSEN

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public
Residing at: Edinham
Commission Expires: 12-14-2007



REQUEST FOR RECONVEYANCE
(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL
ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

_____, Idaho, _____

To Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

The undersigned hereby certifies that _____, the owner and holder of the debt mentioned in said deed of trust has been paid in full and that the same has never been assigned or transferred.

Address _____ Telephone No. _____

AGREEMENT

This Agreement is entered into by and between Christie Anne Haugh, a single woman, of 95 Townsend Gulch, Bellevue, Idaho, 83313 (herein after referred to as "Haugh"), and Robert L. Christensen, a single man, of P.O. Box 1659, Destin, FL 32540, (herein after referred to as "Christensen").

RECITALS

WHEREAS, Christensen has purchased from Haugh Lot 4A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, and the Real Estate Purchase and Sale Agreement with regard thereto provided that (a) Haugh grant Christensen a ninety-day Option to purchase from her the adjoining Lot 3B, Townsend Gulch Subdivision, (b) Christensen grant Haugh the right of first refusal to purchase said Lot 4A, and (c) the parties provide for separation of a common irrigation system serving both parcels of real property.

NOW, THEREFORE, Haugh and Christensen hereby mutually covenant and agree as follows:

1. CHRISTENSEN OPTION TO PURCHASE.

A. For One Hundred and No/100 dollars (\$100.00) consideration, receipt of which is hereby acknowledged, Haugh hereby grants to Christensen a ninety (90) day Option to Purchase Lot 3B of TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, according to the official plat thereof, recorded June 21, 2000, as Instrument No. 440369, in the records of Blaine County, Idaho, (herein referred to as "Lot 3B"), subject to the terms and provisions of this Agreement.

B. The purchase price for Lot 3B shall be the sum of THREE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,250,000.00), together with an additional sum equal to the costs incurred by Haugh for construction to the house, landscaping and other improvements made by Haugh to Lot 3B from April 1, 2002 until the closing of the sale of said Lot to Christensen under this option. Haugh shall provide Christensen with an list of all such additional costs together with supporting bills, invoices, and evidence of those paid. Said purchase price shall be paid by Christensen to Haugh in cash or certified funds at closing.

C. Christensen may exercise this option to purchase by giving Haugh written notice of election to exercise option, provided Christensen owns Lot 4A and is not in default under the terms of this Agreement or his promissory note or deed of trust to Haugh for purchase of Lot 4A. The closing of the purchase of Lot 3B under this option shall occur no later than sixty (60) days from the date said notice of election is mailed by Christensen to Haugh.

D. Upon Haugh's receipt of written notification of election to exercise option by Christensen, Haugh shall obtain and submit to Christensen a standard form title insurance policy in the amount of the purchase price, showing marketable title in Haugh's name,

free and clear of liens and encumbrances except subject to the standard exceptions contained in the title insurance company's standard form policy, taxes and assessments for the current year, easements, rights-of-ways, and documents of public record. Prior to closing, Christensen shall examine said preliminary title report or commitment and shall, in writing, make any objections thereto known to Haugh at least ten (10) days prior to the date of closing. Failure to object in writing to the condition of title shown in said preliminary title report or commitment within the time specified above shall constitute acceptance by Christensen of the condition of such title and waiver of any defects in title. In the event there exists a defect in title under this Agreement to which Christensen objects in the manner provided above, Haugh shall have until closing date to cure and remove said defects. In the event that Haugh is unable to cure and remove said defect by closing date, this option shall terminate with each party to bear their respective costs.

E. At closing, Christensen shall pay the full purchase price in cash or certified funds in United States of America dollars, and Haugh shall deliver a Warranty Deed in the usual Idaho form conveying Lot 3B to the Christensen, subject to the items set forth in paragraph 1(D), above. All real property taxes, personal property taxes, water assessments and similar charges shall be pro-rated at closing. The parties shall each pay one-half of the closing costs and escrow fees. The closing of this exchange transaction shall be at the offices of Blaine County Title Company, Ketchum, Idaho.

G. The Option to Purchase granted under this Agreement shall expire by its own terms ninety days from the date of this Agreement.

H. In the event that Christensen does not elect to exercise the option to purchase or having elected to exercise said option and fails or refuses to close the purchase in accordance herewith, this Option to Purchase shall terminate, and Haugh shall be released from any and all obligations in law or in equity to convey Lot 3B hereunder.

I. Prior to closing of this sale, all risk of loss with regard to the real property and improvements thereon shall remain with Haugh.

2. HAUGH'S RIGHT OF FIRST REFUSAL

A. For One Hundred and no/100 dollars (\$100.00) consideration, the receipt of which is hereby acknowledged, Christensen hereby grants to Haugh the Right of First Refusal to purchase Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998, as Instrument No. 416981, records of Blaine County, Idaho, (herein referred to as Lot 4A), subject to the terms and provisions of this Agreement.

B. Haugh shall have the right to purchase Lot 4A upon the same terms and conditions as any offer or agreement for the purchase, sale or transfer of Lot 4A entered into by Christensen with a third party (hereinafter referred to as "Offer"). Said Offer shall be a bona fide, good faith offer made in writing to Christensen. In the event such an Offer is made, Christensen shall notify Haugh of said Offer by giving written notice of all of the terms and conditions thereof, together with a copy of the executed, written agreement with regard thereto.

(A) Christie Anne Haugh
95 Townsend Gulch
Bellevue, Idaho 83313

(B) Robert L. Christensen
P.O. Box 1659
Destin, FL, 32540

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. Any prior agreements or understanding pertaining are superseded by this Agreement. This Agreement may not be amended or added to except by an agreement in writing signed by the parties hereto.

8. ATTORNEY FEES. If legal action is commenced under this Agreement, or an attorney is retained by either party on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions herein, the prevailing party shall be entitled to recover from the other party, court costs and reasonable attorneys' fees.

9. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.

10. PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for convenience only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of this Agreement or any part hereof.

11. WAIVER. No waiver, release or discharge of any provisions hereof shall be effective unless in writing by the party sought to be charged therewith.

12. RECORDATION. This Agreement or any form memorandum hereof may not be recorded except by Haugh at her expense.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Idaho without reference to its provisions regarding conflicts of law.

14. NON-MERGER. This Agreement shall survive closing and shall not be merged with any deed or other document executed.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.


ROBERT L. CHRISTENSEN


CHRISTIE ANNE HAUGH

CC 7

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

2009 SEP 22 PM 12 08

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

) Subcase No: 37-21300
)
)
)
)

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **I.C. § 42-222 TRANSFER**

An Administrative Proceeding pursuant to I.C. § 42-222 has been completed. The following changes have been made to the water right(s):

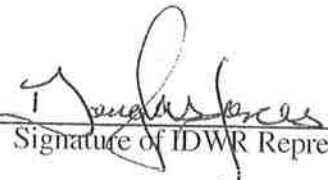
☐ Change in Ownership
☐ Point of Diversion
☐ Period of Use

☐ Split of Water Right
☒ Place of Use
☐ Nature of Use

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: 9/21/09


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 9.22, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

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

2. Copies to:

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

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

Robert Christensen
PO Box 1177
Hailey ID 83333



Signature of person or attorney mailing the form

08/18/2009

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

RIGHT NUMBER: 37-21300

NAME AND ADDRESS: BOB CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

SOURCE: TOWNSEND GULCH

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.075 CFS

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate when applied via pump and pressurized sprinklers to the lands above for irrigation purposes.

PRIORITY DATE: 05/01/1905

POINT OF
DIVERSION:

T01N R18E S2 NWNESE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.075 CFS
PLACE OF USE:	<u>IRRIGATION in BLAINE County</u>		
	T01N R18E S02 NESE 10.30	T01N R18E S02 NWSE	0.10
	10.4 ACRES TOTAL		

Rights 37-21300 and 37-22382 when combined shall not exceed the irrigation of 10.4 acres within the place of use described above.

This right is limited to the irrigation of 3.7 acres within the place of use described above in a single irrigation season.

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

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.

The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

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.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Parcel No. 00557000004AA

This right is a split from former right 37-1228D.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Property is also known as Lot 4A, Townsend Ranch Subdivision.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

September 22, 2009

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

ROBERT CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

RE: SRBA Claim(s) 37-7745D, 37-21300

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosures

cc: Christie Haugh

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 75103

This is to certify that: ROBERT L CHRISTENSEN
 PO BOX 1177
 HAILEY ID 83333
 (208)788-6380

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
37-7745D	AJC/License	10/25/1978	0.18 cfs	35 af		10.0	GROUND WATER
37-21300	AJC/Decreed	05/01/1905	0.075 cfs	N/A		3.7	TOWNSEND GULCH

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
37-7745D	YES	NO	YES	YES	NO	NO
37-21300	NO	NO	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
37-7745D	37-22382	0.12 cfs	23.5 af	6.7	10.4	37-22381	0.06 cfs	11.5 af	N/A	3.3
37-21300	37-21300	0.075 cfs	N/A	3.7	10.4		N/A	N/A	N/A	N/A
COMBINED TOTALS		0.2 cfs	N/A	10.4	10.4		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 17th day of August, 2009


 For _____
 Chief, Water Allocation Bureau

WATER RIGHT NO. 37-22381
As Modified by Transfer No. 75103

In accordance with the approval of Transfer No. 75103, Water Right No. 37-22381 is now described as follows.

Right Holder: CHRISTIE A HAUGH
95 TOWNSEND GULCH RD
BELLEVUE ID 83313

Priority Date: October 25, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.06 CFS	11.5 AF
			0.06 CFS	11.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SWNE Sec. 2 Twp 01N Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	18E	2			3.3														3.3

Total Acres: 3.3

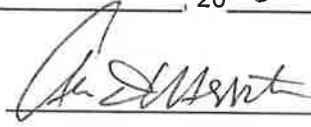
WATER RIGHT NO. 37-22381
As Modified by Transfer No. 75103

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation purposes.
2. Place of use is also known as Lot 1, Fox Hollow Subdivision.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
5. The right holder shall maintain a totalizing measuring device of a type approved by the Department as a part of the diverting works.
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. The Director maintains jurisdiction over this transfer up to five (5) years after resumption of use of the water right for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
8. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 17th day of August, 2009

FOR 
Chief, Water Allocation Bureau

WATER RIGHT NO. 37-22382
As Modified by Transfer No. 75103

In accordance with the approval of Transfer No. 75103, Water Right No. 37-22382 is now described as follows.

Right Holder: ROBERT L CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

Priority Date: October 25, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.12 CFS	23.5 AF
			0.12 CFS	23.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NENESE Sec. 2 Twp 01N Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	18E	2													10.3	.1			10.4

Total Acres: 10.4

WATER RIGHT NO. 37-22382
As Modified by Transfer No. 75103

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 6.7 acres within the place of use described above in a single irrigation season.
2. Rights 37-21300 and 37-22382 when combined shall not exceed the irrigation of 10.4 acres within the place of use described above.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation purposes.
4. The Director maintains jurisdiction over this transfer up to five (5) years after resumption of use of the water right for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
7. 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.
8. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
9. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 17th day of August, 2009

FDR



Chief, Water Allocation Bureau

WATER RIGHT NO. 37-21300
As Modified by Transfer No. 75103

In accordance with the approval of Transfer No. 75103, Water Right No. 37-21300 is now described as follows.

Right Holder: BOB CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

Priority Date: May 01, 1905

Source: TOWNSEND GULCH

Tributary: BIG WOOD RIVER

BENEFICIAL USE

IRRIGATION

From

04/15 to 10/31

To

Diversion Rate

0.08 CFS

0.08 CFS

LOCATION OF POINT(S) OF DIVERSION:

TOWNSEND GULCH NWNESE Sec. 2 Twp 01N Rge 18E BLAINE County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	18E	2													10.3	.1			10.4

Total Acres: 10.4

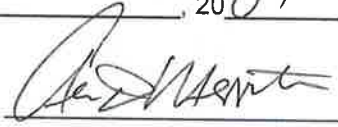
WATER RIGHT NO. 37-21300
As Modified by Transfer No. 75103

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 3.7 acres within the place of use described above in a single irrigation season.
2. Rights 37-21300 and 37-22382 when combined shall not exceed the irrigation of 10.4 acres within the place of use described above.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate when applied via pump and pressurized sprinklers to the lands above for irrigation purposes.
4. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
5. 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.
6. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 17th day of August, 2009


FOR Chief, Water Allocation Bureau

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS



UNITED STATES POSTAGE
02 1M \$ 00.870
0004230683 MAR 07 2007
MAILED FROM ZIP CODE 83702

RECEIVED
MAR 13 2007
DEPARTMENT OF
WATER RESOURCES

37-21300

REASON CHECKED
☐ Moved, Left No Address
☒ Unable To Forward
☐ Attempted - Not Known
☐ Unclaimed
☐ No Such Street
☐ Insufficient Address
☐ Refused
☐ No Such Number
Rt. _____ Init. _____

BOB CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

01/05/2007

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

RIGHT NUMBER: 37-21300

NAME AND ADDRESS: BOB CHRISTENSEN
PO BOX 1177
HAILEY ID 83333

SOURCE: TOWNSEND GULCH CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.075 CFS

PRIORITY DATE: 05/01/1905

POINT OF DIVERSION:

T01N R18E S2 NWNESE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.075 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01N R18E S02 NESE 3.70

3.7 ACRES TOTAL

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 - Decreed

Property is also known as Lot 4A, Townsend Ranch Subdivision.

Parcel No. 00557000004AA

This right is a split from former right 37-1228D.



Idaho Department of Water Resources

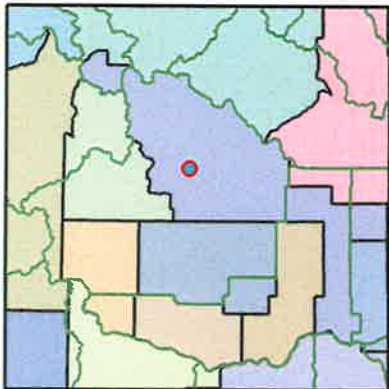
SRBA Recommendation:

37-21300

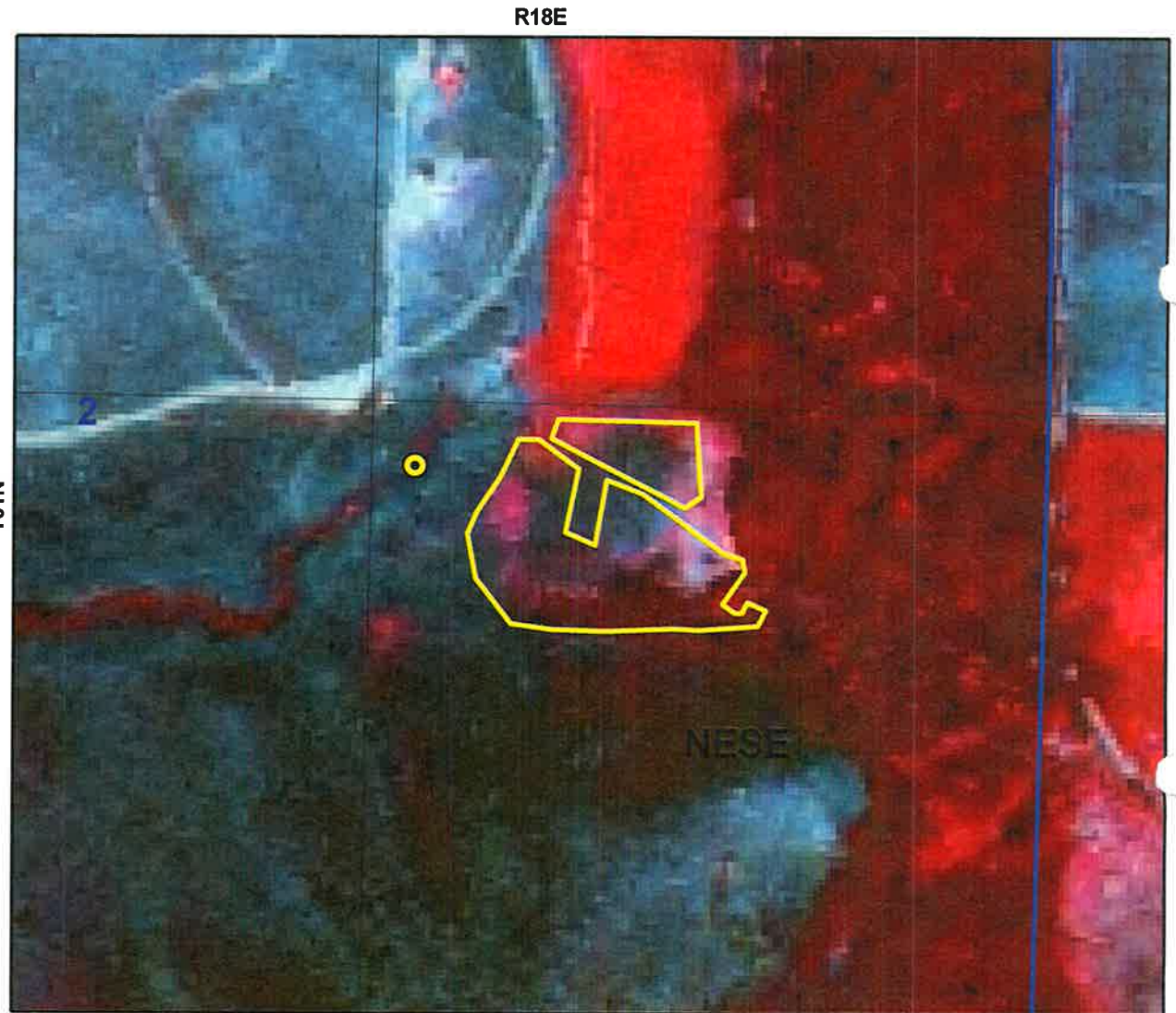
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles



Prepared by K. Walker
On Friday, January 5, 2007
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-21300

WATER RIGHT NUMBER: 37-21300

Owner Type Name and Address
Original Owner CHRISTIE A HAUGH
95 TOWNSEND GULCH RD
BELLEVUE, ID 83313
(208)788-4703

Current Owner BOB CHRISTENSEN
PO BOX 1177
HAILEY, ID 83333
(208)788-6380

*same as Paces Ferry address
in county tax info*

Priority Date: 05/01/1905 ✓
Basis: Decreed ✓
Status: Active ✓

Source

TOWNSEND GULCH CREEK

Tributary

BIG WOOD RIVER ✓

Beneficial Use

IRRIGATION ✓

From To
04/01 to 11/01

Diversion Rate

0.075 CFS ✓

Annual Volume

Total Diversion: 0.075 CFS ✓

Location of Point(s) of Diversion

TOWNSEND GULCH CREEK
BLAINE County

NE1/4NW1/4SE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

TOWNSEND GULCH CREEK
BLAINE County

NW1/4NW1/4SE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

NWNESE

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
01N	18E	2	NE	NW	SW	SE	3.7
							3.7

Total Acres: 3.7 ✓

Conditions of Approval:

1. PARCEL 00557000004AA
2. J01 PROPERTY IS ALSO KNOWN AS LOT 4A, TOWNSEND RANCH SUBDIVISION.
3. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.

Remarks:

*current owner
Paces Ferry*

keep

37-21299

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-1228

WATER RIGHT NUMBER: 37-1228

Owner Type

Original Owner

Name and Address

S P NEWMAN

BELLEVUE, ID 83313

Priority Date: 05/01/1905

Basis:

Status: See Remarks

Source

TOWNSEND GULCH CREEK

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate

0.400 CFS

Annual VolumeTotal Diversion:

0.400 CFS

Location of Point(s) of Diversion

TOWNSEND GULCH CREEK

SW1/4SE1/4NE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

BLAINE County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	18E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
											X	X			X	X			

Conditions of Approval:

- THIS WR IS SPLIT AND THIS CLAIM IS FOR REFERENCE USE ONLY.
A37-01228A FOR 0.30 CFS ALEXIA A. MARESI BUT THIS WAS LATER AMENDED TO 0.10 BY
LAWRENCE WARNER A37-01228B FOR 0.10 CFS ALEXANDER C. RIDLAND A37-01228C FOR
0.40 CFS CAL-PACIFICO A37-01228D FOR 0.15 CFS HAUGH A37-01228E FOR 0.14 CFS
MITCHELL JULIS

Remarks:Comments:Dates and Other Information:

Recommends:

37-1228A = 0.100

37-1228E = 0.140

37-21299 = 0.075

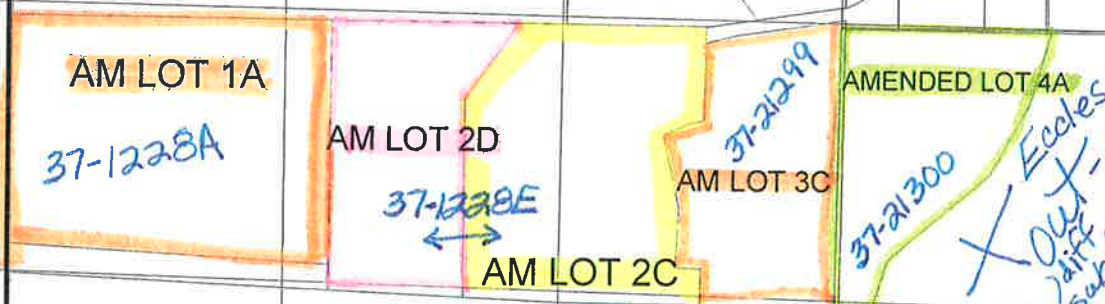
37-21300 = 0.075

0.15 per orig. claim 37-1228D

0.39 cfs ✓

Decreed = 0.40 cfs

N $\frac{1}{2}$ S $\frac{1}{2}$
Sec 2



all lots found to
be in Townsend Ranch
Subdivision per Co. tax
records - fw 1/3/07

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1228

WATER RIGHT NUMBER: 37-1228

Owner Type

Current Owner

Name and Address

S P NEWMAN ✓

BELLEVUE, ID 83313

Priority Date: 05/01/1905 ✓

Basis: Decreed ✓

Status: Active

Source

TOWNSEND GULCH CREEK ✓

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate ✓

0.400 CFS ✓

Annual VolumeTotal Diversion: 0.400 CFS ✓Location of Point(s) of Diversion

TOWNSEND GULCH CREEK

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	18E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
											X	X			X	X			

Conditions of Approval:Remarks:Comments:Dates and Other Information:

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

RECEIVED

NOV 13 1930

Department of Land Resources
Southern District Office

THOMAS WERRY and ESTHER WERRY,

Plaintiffs,

vs.

D E C R E E.

S. P. NEWMAN and JOSEPH TEUSCHER,

Defendants.

B-1
File 37-A

This cause coming on regularly to be heard in open Court the 25th day of September, 1924, the said plaintiffs being represented by W. A. Brodhead, Esq., and the said defendants by J. G. Hedrick, Esq.; and after the introduction of certain testimony on the part of the plaintiffs in support of the complaint and testimony on the part of the defendants in support of the cross complaint of S. P. Newman, a stipulation was entered into between counsel for respective parties that judgment in said cause be entered as follows: And the Court being fully advised, and pursuant to said stipulation:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows, to-wit:

1. That the said plaintiffs are now, and they and their predecessors in interest have been since about the year 1883, the owners of and in possession of, and entitled to the possession of the following described land in Blaine County, State of Idaho, to-wit:

Lot 4, Sec. 1, Lots 1 and 2 and ~~S~~NE $\frac{1}{4}$, Sec. 2 in Tp. 1 N., R. 18 E.B.M.

NOV 13 1930

2. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

37-1227 3. That the said plaintiffs are the owners of the right to the use of 45 miners inches, equivalent to 0.9 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, June 1, 1883.

37-1228 4. That the defendant S. P. Newman is now, and he and his predecessors in interest have been since the year 1905, the owners of the N¹/₂SE¹/₄ and N¹/₂SW¹/₄ of Sec. 2, Tp. 1 N., R. 18 E.B.H.

5. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

6. That the said defendant S. P. Newman is the owner of the right to the use of 20 miners inches, equivalent to 0.4 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, May 1, 1905.

7. That each of the parties to this action be, and they and their successors agents, servants, and all persons acting by, through, or under them, or either of them be, and they and each of them are hereby perpetually restrained and enjoined from in any manner interfering with the flow of the waters of Townsend Gulch, except as in this decree provided.

Done in open Court this 2nd day of October, 1914.

NOV 2 1914

miners inches, equivalent to 0.9 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, June 1, 1883.

4. That the defendant S. P. Newman is now, and he and his predecessors in interest have been since the year 1905, the owners of the N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 2, Tp. 1 N., R. 18 E.B.M.

5. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

6. That the said defendant S. P. Newman is the owner of the right to the use of 20 miners inches, equivalent to 0.4 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, May 1, 1905.

7. That each of the parties to this action be, and they and their successors agents, servants, and all persons acting by, through, or under them, or either of them be and they and each of them are hereby perpetually restrained and enjoined from in any manner interfering with the flow of the waters of Townsend Gulch, except as in this decree provided.

Done in open Court this 2nd day of October, 1924.

H. F. Ensign

District Judge.

Filed and entered Oct. 2, 1924.
Cassie M. Russell, Clerk District Court.
Blaine County, Idaho.
By Geo. A. McLeod, Deputy.

NOV 22 1924