

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 18 2012

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-14278	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Lois B Jensen and Stanley J. Jensen
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Merlin Smith, Sr.
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
833 S Stout
Mailing address
Blackfoot ID 83221
City State ZIP
208-317-3513
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 06/2012

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] Title, if applicable _____ Date _____
Signature of new owner/claimant

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 7/18/2012 Receipt No. E037814 Receipt Amt. \$25. -
Approved by [Signature] Processed by [Signature] Date 7/31/2012

WATER RIGHT BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this ____ day of June, 2007, by and between Lois Jensen, Trustee of the Stanley and Lois Jensen Living Trust, hereinafter referred to as Seller, and Merlin Smith, hereinafter referred to as Purchaser.

WITNESSETH:

That the said Seller, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agrees to sell and convey unto the said Purchaser, and the Purchaser agrees to buy certain water rights particularly described as follows, to-wit:

2. WATER RIGHT DESCRIPTION:

i. Right evidenced by (check one):

☐ a. Decree No. _____ Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ County of _____
(Name of court)

☒ b. License No. 27-12139 issued by the Idaho Department of Water Resources.

☐ c. Permit No. _____ issued by the Idaho Department of Water Resources.

ii. DESCRIPTION OF RIGHT:

- a. Amount of water under right: 0.11 cubic feet per second &/or 20.60 acre-feet per annum.
- b. Point of diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33 Township 2 S Range 35 E, B.M. in Bingham County.
- c. Priority date: 2/24/77
- d. Seller's Place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3S	35E	4					5.8	.1											5.9
																			0
TOTAL NUMBER OF ACRES																			5.9

e. Purchaser's Place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	33E	28									5.9								5.9
																			0
TOTAL NUMBER OF ACRES																			5.9

3. SELLER'S DECLARATIONS:

The Seller declares that said water right has not been lost through abandonment or forfeiture, and that the subject water right ☐ is or ☒ is not in the Idaho Department of Water Resources Water Bank.

4. CONDITION PRECEDENT:

The parties agree that the material condition of the performance of this agreement is the approval by the Idaho Department of Water Resources of the transfer of the water right(s) described above pursuant to the Application for Transfer of Water Right attached hereto and made a part of by reference. The parties further agree to execute, acknowledge and deliver at the request of either party, or his or her legal representatives, any and all instruments necessary to effectuate said transfer.

5. APPLICATION AND ADJUSTMENT:

The parties acknowledge that an Application for Transfer of Water Right seeking to transfer the water right above described will be submitted to the Idaho Department of Water Resources (IDWR). The parties acknowledge the IDWR may place conditions on the transfer or may reduce the amount which it will approve for the transfer.

In the event the conditions or restrictions proposed by the IDWR result in a material reduction or change in the water right the Buyer may rescind this agreement.

6. PURCHASE PRICE:

Purchaser agrees to purchase said water right(s) for the sum of One Thousand (\$1,000) Dollars per 0.02 cubic feet per second (cfs) for the water transferred as determined by the IDWR, in lawful money of the United States; and the Purchaser, in consideration of the premises, agrees to pay to the Seller the said sum of \$1000 per 0.02 cfs for water transferred. In the event the IDWR

shall adjust the volume or acreage actually transferred to the Purchaser, Purchaser shall be entitled to reimbursement of any funds paid into escrow and not applied to the purchase price as provided for herein.

7. ESCROW:

The Purchaser agrees to deliver the estimated purchase price to escrow to be held in the Trust Account of Baker & Harris, 266 W Bridge, Blackfoot, Idaho, pending response from the IDWR to the parties' Application for Transfer. The escrow agent is hereby instructed to hold said funds, and upon receipt of approval of the application, to deliver to the Seller proceeds in the sum of \$1000 for each .02 cfs for which the requested transfer is allowed, and to return to the Purchaser all remaining funds. Purchaser authorizes escrow agent to deposit the funds in a separate, interest bearing account pending closing of this transaction.

In the event any conditions imposed by the IDWR result in substantial or material changes in the application by the IDWR, Purchaser may rescind this agreement by written notice to Seller and the law firm of Baker & Harris, in which event the escrow agent is instructed to return all funds held in escrow to the Purchaser.

8. ATTORNEYS FEES IN EVENT OF BREACH OR DEFAULT:

It is further agreed that in the event of suit between the parties for breach of this agreement or enforcement thereof the successful party to any such action shall be entitled to recover reasonable attorney's fees with other costs of court from the other party.

9. BINDING EFFECT:

It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

10. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and deed were prepared by the attorney for the Seller, and the Purchaser acknowledges that he has the right to have the documents reviewed by an attorney of his choosing, should he elect to do so.

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

SELLER

Lois Jensen
Lois Jensen

PURCHASER

Merlin Smith
Merlin Smith

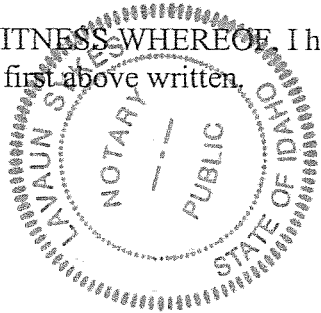
STATE OF IDAHO)

ss:

County of Bingham)

On this 26th day of June, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared Lois Jensen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she) executed the same individually and in her capacity as Trustee of the Stanley and Lois Jensen Living Trust.

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



Lavawn Sykes
Notary Public
Residing at Blackfoot
My Commission Expires 5/17/08

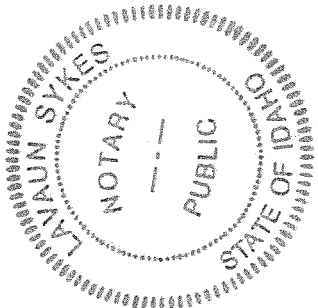
STATE OF IDAHO)

) ss:

County of Bingham)

On this 23rd day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Merlin Smith, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lavawn Sykes
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires 5/17/08

RECORDING REQUESTED BY:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 640563

BINGHAM COUNTY, IDAHO
2012-07-30 01:01:41 PM No. of Pages: 1
Recorded for: BAKER & HARRIS
SARA J. STAUB Fee: \$10.00
Ex-Officio Recorder Deputy C Robinson
Index To: WATER RIGHTS (MSC)
Electronically Recorded by Simplifile

space above this line for Recording use only

WATER RIGHT DEED

For VALUABLE consideration, the receipt and sufficiency whereof is hereby acknowledged, Bruce Jensen, Trustee of the Stanley and Lois Jensen Living Trust, Grantor, does hereby grant, bargain and convey unto Merlin Smith, Sr., as his sole and separate property, all of those certain water rights, as more particularly described in Idaho Department of Water Resources Water Right No. 35-14278 formerly known as Water Right No. 27-12139, and which is appurtenant to or affiliated with certain land situate, lying and being in the County of Bingham, State of Idaho, located in:

Township 3 South, Range 35 E.B.M., Section 4, Bingham County, Idaho
Lot 3 NENW
Lot 4 NWNW

TO HAVE AND TO HOLD all and singular the herein described property, together with all appurtenances unto the said Grantee and his heirs and assigns forever.

DATED this 26 day of JULY, 2012.

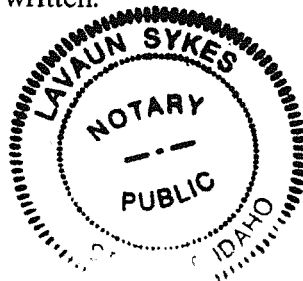
Stanley and Lois Jensen Living Trust

By: Bruce Jensen
Bruce Jensen, Trustee

STATE OF IDAHO)
ss:
County of Bingham

On this 26th day of July, 2012, before me, personally appeared Bruce Jensen, known or identified to me, to be the person whose name is subscribed to the within instrument as Trustee of the Stanley and Lois Jensen Living Trust, and acknowledged to me that he executed the same as such Trustee of the Stanley and Lois Jensen Living Trust.

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



Lavaun Sykes
Notary Public
Residing at Blackfoot
My Commission Expires 5-21-2014