

DEV ✓

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.

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
WE ~27-7493					

2. The following **REQUIRED** information must be submitted with this form:

RECEIVED

FEB 04 2009

- 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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)

Ambrose Jensen & Marian Jensen

27 E 200 N

Blackfoot, ID 83221

4. New Owner/Claimant(s)

Ambrose P. Jensen

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

27 E 200 N

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

(208) 317-3163

Email:

5. Date you acquired the property 1/28/09
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s) *Andrew P. Jensen*

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BML

Date

2/4/09

Received by BML

Date

2/4/09

Processed by AJ

Date

2/4/09

Receipt Amt. \$25.00

Receipt No. E034766

WR

Date

RECORDING REQUESTED BY:
Baker & Harris
AND WHEN RECORDED MAIL TO:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 602924

BINGHAM COUNTY
1-29-2009 10:51:58 No. of Pages: 1
Recorded for : #6304 BAKER & HARRIS
SARA J. STAUB Fee: 3.00
Ex-Officio Recorder Deputy UB

space above this line for Recorder's use only

NOTICE OF SALE

NOTICE IS HEREBY GIVEN THAT Marian Jensen has sold under an Agreement of Sale the following-described real property to Ambrose P. Jensen, of 27 E 200 N, Blackfoot, ID 83221.

Township 2 South, Range 36 E.B.M., Bingham County Idaho
Section 30: NE1/4NW1/4; W1/2NW1/4NE1/4

This document is notice of and also deemed to be a fixture filing as between the above-named Vendor and Purchasers, and is to be recorded in the Real Estate Records of Bingham County.

That said Agreement of Sale is dated the 28th day of January, 2009.

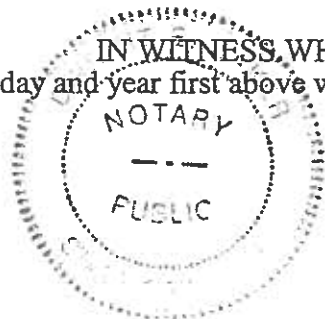
THIS NOTICE is dated the 28th day of January, 2009.

Marian Jensen
Marian Jensen

STATE OF IDAHO)
:ss
County of Bingham)

On this 28 day of January, 2009, before me, the undersigned, a Notary Public in and for the said state, personally appeared Marian Jensen, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Suzanne E. Baker
Notary Public
Residing at Blackfoot
My Commission Expires 12-10-2011

602924

CONTRACT FOR DEED

1. PARTIES:

THIS AGREEMENT, made and entered into this 28th day of January, 2009, by and between and Marian Jensen, a widow, 27 E 200 N, Blackfoot, ID 83221, hereinafter referred to as Vendor, and Ambrose P. Jensen, a single person, of 27 E 200 N, Blackfoot, ID 83221, hereinafter referred to as Purchaser.

WITNESSETH:

That the said Vendor, 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, all the certain real property particularly described as follows, to-wit:

2. PROPERTY DESCRIPTION:

Township 2 South, Range 36 E.B.M., Bingham County Idaho

Section 30: NE1/4NW1/4; W1/2NW1/4NE1/4

IDWR Water Right No. 27-7493

Vendor's shares in Blackfoot Irrigation Company

3. FIXTURES OR PERSONAL PROPERTY:

The parties acknowledge the irrigation equipment (consisting of pivot, mainline, pump, motor and panel) presently located on the premises is the property of the Purchaser.

4. PURCHASE PRICE:

Purchaser agrees to purchase said property for the sum of One Hundred Fifty-Thousand Dollars (\$150,000) Dollars in lawful money of the United States; and the Purchaser, in consideration of the premises, agrees to pay to the Vendor said sum of \$150,000 as follows:

\$150,000 in installments, together with interest on all deferred payments and unpaid balances at the rate of 4% per annum from the date of this agreement as follows:

\$5000 plus accrued interest to be paid on the 1st day of February, 2010 and a like sum of \$5000 plus accrued interest to be paid on the 1st day of each February thereafter until the full amount of said purchase price with interest on all deferred and unpaid balances shall have been paid. Provided however, the entire unpaid principal balance plus accrued interest shall be due in full within 180 days of the death of the Vendor.

5. APPLICATION OF PAYMENTS:

It is mutually agreed that all payments shall first be applied to accrued interest and thereafter to reduction of the principal balance of the purchase price.

6. RIGHT OF PREPAYMENT:

The Purchaser may make any additional payment at any time without notice or penalty, and thereby sooner complete payment of said purchase price and reduce the interest otherwise to accrue thereon.

7. PRORATION OF TAXES:

The Vendor agrees to pay all taxes and assessments of whatever nature levied upon said premises up to and including taxes and assessments for the year 2008, and the Purchaser assumes and agrees to pay all such taxes and assessments thereafter during the period of time this agreement shall be in effect.

The parties further understand and agree that the Vendor makes no guarantee that a home owner's exemption has been filed for the current tax year on behalf of any party.

8. POSSESSION DATE:

The Vendor promises and agrees to surrender possession of said property at closing to the Purchaser, who agrees to thereafter possess, maintain and preserve the same in good order, repair and condition during the term of this agreement, and the Purchaser further agrees not to commit waste upon said premises or to suffer waste to be committed thereon by others during said term.

9. INSURANCE:

The Purchaser agrees to keep all buildings now existing or hereafter placed on said premises fully insured to the extent of their reasonable insurable value against loss by fire, with extended coverage, and with loss payable to the parties hereto as their respective interests may appear. Upon request of the Vendor the Purchaser will show evidence of payments of all premiums on insurance to be kept in force by him, and upon demand will furnish the Vendor memorandums of such insurance, showing the coverage afforded thereby.

10. CONVEYANCE:

The Vendor hereby agrees that upon receiving the payments provided for in this agreement at the times and in the manner above-mentioned to execute and deliver to the Purchaser a good and sufficient warranty deed vesting title to said property in the Purchaser.

11. NO WARRANTY:

The Purchaser declares that he is buying the property "as is" and on his own examination and judgment and not through any representation made to him by the Vendor, or any agent for the Vendor, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to warranty of title.

12. NO ENCUMBRANCE:

The Purchaser further agrees neither to sell, mortgage, encumber or permit liens of any nature to be asserted against said real estate during the period of this agreement without the prior written consent of the Vendor, which shall not be unreasonably withheld.

13. ATTORNEY'S FEES FOR PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and accompanying escrow instructions, deed and other documents were prepared by the attorney for the Vendor, and the Purchaser agrees to reimburse said Vendor for one-half of the cost of the legal fees in connection therewith.

14. DEFAULT AND ACCELERATION:

It is agreed that time is of the essence of this agreement, and in event of a failure to comply with the terms hereof or to make the payments when due as herein specified by the Purchaser and after demand in writing that the terms hereof be complied with or payments which are in default made within thirty (30) days from the date of said demand on the Purchaser, and continued default, the said Vendor shall be released from all obligations either in law or in equity to convey the said property as herein provided, and any amount or amounts which shall have been paid hereon by the Purchaser shall and may be retained by the Vendor and accepted by Vendor as rental for said property during such occupancy by the Purchaser and as liquidated damages for the breach of this contract; and the Vendor shall have the right to accelerate all unpaid principal balances owing under said contract or to declare the entire balance due and payable, and the said Purchaser shall forfeit all right thereto and all payments made on said property. It is further agreed, however, that the aforesaid right of forfeiture shall not be an exclusive remedy of the Vendor for a default in the

performance of this contract and that shall be entitled to pursue any other remedies available as vendor under the laws of the State of Idaho in the event of a default by the Purchaser.

15. ATTORNEYS FEES IN EVENT OF BREACH OR DEFAULT:

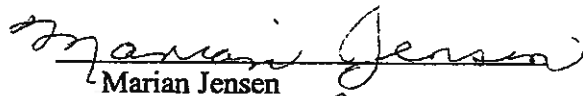
It is further agreed that in the event of suit between the parties for breach of this agreement or enforcement thereof the successful party to any such action shall be entitled to recover reasonable attorney's fees with other costs of court from the other party.

16. BINDING EFFECT:

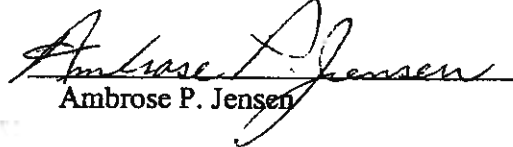
It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

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

VENDOR


Marian Jensen

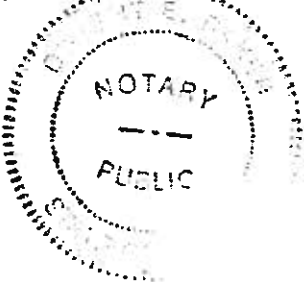
PURCHASER

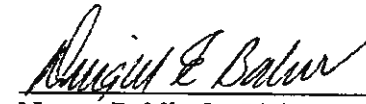

Ambrose P. Jensen

STATE OF IDAHO)
: ss.
County of Bingham)

On this 28th day of January, 2009, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Marian Jensen, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 12-11-10

STATE OF IDAHO)
: ss.
County of Bingham)

On this 28th day of January, 2009, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Ambrose P. Jensen, a single person, 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 by official seal, the day and year first above written.



Douglas E. Baker
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 12-10-11



1
57.5

Farm 4817
T783
V14

Map Printed: Jan 7, 2005