

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: A01-10023
Date Received: 10/21/1988
Receipt No: E003406
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: W. E. ARRINGTON INC. 208-523-0774
Address: BOX 51508
IDAHO FALLS, ID 83405

2. Date of Priority: OCT 16, 1890

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	37E	26	SW	SE			JEFFERSON
		35	NE	NE			JEFFERSON

5. Description of diverting works:
PUMPS TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.800		

7. Total Quantity Appropriated is:
5.800 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 525.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	37E	26	NE	SW		IRR	8.0
			SW	SW		IRR	30.0

A01-10023

Page 1

Date: 10/21/88

A0110023



MICROFILMED

OCT 20 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	37E	26	SE	SW		IRR	40.0
			SW	SE		IRR	25.0
			SE	SE		IRR	5.0
			Section Acres				108.0
		35	NE	NE		IRR	20.0
			NW	NE		IRR	40.0
			SW	NE		IRR	2.0
			NE	NW		IRR	35.0
			NW	NW		IRR	5.0
			Section Acres				102.0
			Total Acres				210.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
PALISADES RESERVIOR

14. Remarks:
THIS CLAIM IS BASED ON PORTIONS OF 01-00036D AND 01-00036F.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 12/16/1910

REXBURG IRR. CO. ET AL
Decree Plaintiff

vs

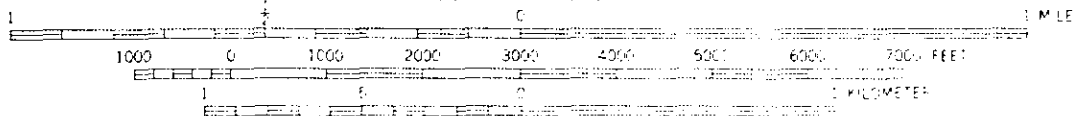
TETON IRR. CANAL CO. ET AL
Decree Defendant

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

MICROFILMED
OCT 20 1992



SCALE 1:24 000



A01-10023

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARD
FOR SALE BY U. S. GEOLOGICAL SURVEY, MENLO PARK, CALIF. 94025

MICROFILMED

OCT 20 1992

CONTRACT OF SALE

THIS AGREEMENT made and entered into this 1st day of September, 1960, by and between LEE MARSHALL, DEAN MARSHALL and NORMAN MARSHALL, a co-partnership doing business under the firm name of LEE MARSHALL & SONS, ^A COPARTNERSHIP of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as the VENDORS, and WOODROW ARRINGTON, a married man, of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as the PURCHASER.

WITNESSETH: For and in consideration of the sum of Thirty-nine Thousand and no/100 (\$39,000.00) DOLLARS, cash lawful money of the United States of America, to be paid by the purchaser as is hereinafter provided, the vendors agree to sell and convey and the purchaser agrees to purchase all that certain lot, piece and parcel of land, situate, lying and being in Jefferson County, Idaho, as follows, to-wit:

Beginning at a point that is East along the Section line 629.28 feet from the Northwest Corner of Section 35, Township four (4) North, Range 37, East of the Boise Meridian, said point of beginning being N66°45'10"E 154.26 feet, from the center line of the Union Pacific Railroad and running thence S23°-14'50"E 1342.08 feet; thence S65°41'50"E 342.06 feet; thence N85°46'30"E 529.44 feet; thence S56°10'40"E 601.85 feet; thence S19°55'E 549.10 feet; S66°22'10"E 563.17 feet; thence S3°04'40"E 595.86 feet; thence S21°05'20"W 163.98 feet; thence S11°17'20"W 194.67 feet; thence N54°07'40"E 278.97 feet; thence N34°50'50"E 594.10 feet; thence N15°02'20"E 649.37 feet; thence N1°44'E 432.92 feet; thence N31°55'20"E 359.34 feet; thence N71°25'40"E 202.80 feet; thence N86°14'10"E 306.74 feet; thence N26°47'05"E 795.61 feet; thence N29°56'55"E 289.57 feet; thence S81°-04'35"W 134.45 feet; thence N31°21'45"W 362.93 feet; thence West along the section line 4124.17 feet to the point of beginning containing 162.06 acres. Together with 130 inches of water in the Snake River as deeded by the Butte & Market Lake Canal Company.

PURCHASE PRICE - INTEREST: The purchaser agrees to pay the purchase price of Thirty-nine Thousand and no/100 (\$39,000.00) DOLLARS, as follows, to-wit:

Ten Thousand and no/100 (\$10,000.00) DOLLARS on the execution of this agreement, the receipt of which is hereby acknowledged by the vendors; Ten Thousand and no/100 (\$10,000.00) DOLLARS together with accrued interest at the rate of six per cent (6%) per

SALE CONTRACT

THIS AGREEMENT, made and entered into this 28th day of November, 1956, by and between THEODORE R. DAVID and ALICE C. DAVID, his wife, of Jefferson County, State of Idaho, hereinafter designated the parties of the first part, and ARRINGTON CONCRETE COMPANY, a co-partnership, composed of W. E. ARRINGTON and LYMON MONSON, of Bonneville County, State of Idaho, hereinafter designated the party of the second part,

WITNESSETH

First parties agree to sell to the second party, on the performance of the agreements of the second party, as hereinafter mentioned, and convey by good and sufficient Warranty Deed, free of liens and encumbrances excepting any that may have attached by reason of any act or deed of said second party, and excepting any lien to which this Agreement is expressly made subject, the following described real property, situated in Jefferson County, State of Idaho, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$), the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), and Lot Four (4), all in Section Twenty-six (26), Township Four (4) North, Range Thirty-seven (37), East of the Boise Meridian, EXCEPTING therefrom that portion lying West of the Oregon Short Line Railroad Right-of-Way,

Together with a Decreed Water Right from Snake River of 160 inches with priority date of October 16, 1890, and together with all pumps, motors and other irrigation equipment used on said land, and all tenements, hereditaments and appurtenances thereunto belonging and appertaining.

And the party of the second part agrees to buy said described real property and to pay to the parties of the first part therefor the sum of FIFTY-FIVE THOUSAND AND NO/100 (\$55,000.00) DOLLARS, in lawful money of the United States of America, and in manner as follows, to-wit:

FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS in cash upon the execution of this Contract, the receipt whereof is hereby acknowledged by first parties;

TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS on the 1st day of March, 1957;