

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: A22-00208C
Date Received: 10/ 6/1988
Receipt No: X777777
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN MARCHANT 619-565-0758
Address: 8858 HALSTED STR.
SAN DIEGO, CA 92123
AND
Name: NORMA MARCHANT 619-565-0758
Address: 8858 HALSTED STR.
SAN DIEGO, CA 92123

2. Date of Priority: JAN 18, 1905

3. Source: SOUTH LEIGH CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	46E	31	SW	NW			TETON
			NE	SE			TETON

5. Description of diverting works:
TWO DITCHES TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/01	12/01	0.794		

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

8. Total consumptive use is 80.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A2200208C



NOV 04 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	45E	36	SE	SW		IRR	40.0
Section Acres							40.0
Total Acres							40.0

11. Place of use in counties: TETON

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

13. Other Water Rights Used:
NONE

14. Remarks:

CLAIM A22-00208 SAYS 6.30 CFS USED . THE AMT. CLAIMED ON THESE TWO CLAIMS EXCEEDS THE ORIGINAL DECREED AMOUNT.

**NOTICE IS RESULT IN CHANGE OF OWNERSHIP FOR A PORTION OF A22-00208B, PAID FOR UNDER RECEIPT E002933 - 8-6-91/JT

15. Basis of Claim: DECREED

Water Right Number: 220208

Case Number:

Court :

Decree date: 12/16/1910

REXBURG IRRIG. CO.

Decree Plaintiff

TETON IRRIG. CANAL

vs Decree Defendant

16. Signature(s)

(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.

Number of attachments: _____

RECEIVED

NOV 04 1991

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

NOV 04 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

AUGUST 6, 1991

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

JOHN MARCHANT
8858 HALSTED STREET
SAN DIEGO CA 92123

RE: CHANGE IN OWNERSHIP FOR A22-00208B

Dear Mr. Marchant:

The request for Change in Ownership for a portion of the above referenced Notice of Claim has been processed with a new Notice being generated to reflect you as the claimant.

Since the change in ownership involved just a portion of Notice of Claim A22-00208B, the right was split and given two new numbers. The remainder of the original right still held by M. B. Hiller, et al, was identified by number A22-00208D. The portion assigned to you was numbered A22-00208C.

Enclosed for your records is a typed Notice reflecting your portion of the right. Review this Notice and if there are other corrections or questions, feel free to contact this office.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'David Carlson'.

David Carlson
Water Right Agent, Adjudications

DC:jt

cc: Copy of A22-00208D/Hiller

Enclosure

DOV 4 1991



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

RECEIVED

AUG 4 1991

Department of Water Resources
Eastern District OfficeDATE OF CLOSING: Aug. 2, 1991

LEGAL DESCRIPTION OF PROPERTY: Township 6 North Range 45 E.B.M.
 Section 36, ~~1/4~~ SE 1/4 of SW 1/4, Govt. Lot N/A, BM.
 Lot N/A, Block, N/A, Subdivision/Townsite N/A
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A22-00208B
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Morton B. Hiller, Hollen Hiller, Vaughn Nelson, Robert Burggraf
40 M.B. Hiller at St. Clair, Hiller, Wood + St. Clair / 845 9th St.
P.O. Box 29, Idaho Falls, ID 83405 / I.F., ID 83404
- ☐ New Owner/Claimant (Purchaser): John and Norma Marchant
- ☐ New Mailing Address: 8858 Halsted St.
San Diego, CA 92123
- ☐ New Telephone Number: (619) 565-0758
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
1/6 of water right held by Nelson, Hiller, Hiller
and Burggraf for their 240 acres (4.760 cfs total) -
i.e. .795 cfs
- ☐ Attach proof of ownership, describe proof attached: copy of contract for sale of land (40 acres)
 (proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s): Norma Marchant Date 8-2-91
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

NOV 8 4 1991

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

ROCKEFELLER & ASSOCIATES
REAL ESTATE BROKERAGE & DEVELOPMENT
75 NORTH MAIN, P.O. BOX 604
DRIGGS, IDAHO 83422
(208) 354-2439

DEDICATED FAX 208-354-8588

FILE

OFFER, ACCEPTANCE & RECEIPT

(SPECIFIC PERFORMANCE CONTRACT)
(FARM AND RANCH AND VACANT LAND)

Driggs, Idaho

June 12th 1991
July 13

RECEIVED FROM John and Norma Marchant, husband and wife

hereinafter referred to as Purchaser, whether one or more) the sum of \$ 1,000.00 in the form of personal check to be deposited promptly and held by Rockefeller and Associates, Mark S. R. broker, in his escrow or trustee account, as earnest money deposit on and part payment for the following described real estate situated in the City or Town of not applicable (n/a) County of Teton Idaho commonly known as the Vaughn Nelson et al property, to-wit: the SouthEast 1/4 of the SouthWest 1/4, Section 36, Township 6 North, Range 45 East Boise Meridian, Teton County, Idaho, containing 40 acres more or less (see attached for specific 40 acre tract).

To include the following minerals rights: All appurtenant. as disclosed by public records

To include the following leases and permits: None.

To include the following water rights: A 40 acre proportional share of the water rights appurtenant to the total 240 acres owned by Vaughn Nelson et al. water rights are disclosed by Idaho Dept of Water Resources and shall be transferred as permitted by law.

To include the following growing crops: None. John Letham lease (1991) to continue for balance of calendar year, proceeds from same to seller.

with all improvements thereon and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein.

1. Purchaser agrees to buy the above-described property upon the following terms and conditions and for the purchase price of \$ 52,000.00 payable as follows:
\$ 1,000.00 earnest money deposit, receipt of which is hereby acknowledged by broker or his agent upon execution of this Contract; and \$ 51,000.00 the remaining balance, which shall be paid as follows:

in cash in full at closing.

2. If a new loan is to be obtained as part of this transaction, Purchaser agrees to pay all costs associated therewith.

3. If a note and mortgage is to be assumed, the Purchaser agrees to apply for a loan assumption, if required, and Purchaser agrees to pay:
(a) The lender's normal loan transfer fee but not to exceed \$ n/a; and

(b) An interest rate not to exceed n/a % per annum. If the lender's consent to a loan assumption is required, this contract is expressly conditioned upon obtaining such consent without change in the terms and conditions of such loan except as stated at the negotiated interest rate.

4. The cost of any appraisal for loan purposes to be obtained after this date shall be paid by n/a and said party authorizes the appraiser and/or lender to furnish broker with a copy of said appraisal. Seller shall be responsible for any costs incurred pursuant to this paragraph shall be assessed to the appropriate party (parties) at closing.

5. Prior to include any of the following items currently on the premises: Propane tanks (if owned by Seller); lighting, heating and plumbing fixtures; all outdoor plants, window and porch shades, venetian blinds, storm windows, storm doors, screens, curtain rods, drapery rods, vertical air conditioning, ventilating fixtures, attached TV antennas, attached mirrors, linoleum, awnings, water softener (if owned by Seller), fireplace screen and grate, built-in kitchen appliances, wall-to-wall carpeting, and the following personal property:

none.

all in their present condition: PROVIDED, HOWEVER, that the following fixtures of a permanent nature are EXCLUDED from this sale:

none.

6. An abstract of title to said property, certified to date, or a current commitment for title insurance policy in an amount equal to the purchase price, at Seller's option and expense, shall be furnished the Purchaser no later than July 17th 1991. If Seller elects to furnish said title insurance commitment, Seller will deliver the title insurance policy to Purchaser after closing without unreasonable delay and pay the premium thereon at the time of closing. Title insurance / 1st American Title

7. Title shall be conveyed to the following named purchaser(s): John and Norma Marchant

husband and wife

8. Title shall be merchantable in the Seller, except as stated in this paragraph. Subject to payment or tender as above provided and compliance with the other terms and conditions hereunder by Purchaser, the Seller shall execute and deliver a good and sufficient statutory warranty deed in favor of those persons named in Paragraph 7 above, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale, and deliver the same to said Purchaser at closing, which shall occur on July 24th 1991 or as otherwise mutually agreed between the parties, conveying said real and personal properties free and clear of all liens and encumbrances, except:

- (a) The general taxes for 1991;
- (b) Liens for special improvements, if any;
- (c) Encumbrances for utilities;
- (d) Subject to building and zoning regulations;
- (e) City, state and county subdivision laws;
- (f) Reservations, restrictions and easements of record and any unrecorded ditch easements, if any; and
- (g) Except no exceptions

9. Any encumbrance required to be paid shall be paid by closing agent at the time of closing from the proceeds of this transaction.

10. The Seller covenants that upon execution of this Contract:

- (a) The above-described property is in substantial compliance with applicable city, county and state subdivision laws, requirements and regulations in force and effect as of that date. EXCEPT: no exceptions

(b) There are no known defects, EXCEPT:

- (1) Those which are readily visible upon inspection; and
- (2) no others

11. General taxes for year of closing, personal property taxes, prepaid rents, water rents, sewer rents, Homeowner's and Condominium Association fees, dues or assessments, FIA mortgage insurance premiums and interest on encumbrances, if any, and no others shall be apportioned to date of delivery of deed. Seller to pay 1991 property taxes

Taxes for any special assessments or improvements (to include unrecorded agreements), whether installed or not, shall be paid by the Seller at the time of closing. EXCEPT: none Seller to pay calendar year 1991 taxes

12. Possession of premises shall be delivered to Purchaser on the date of closing as otherwise mutually agreed between the parties, subject to the following leases or tenancies: none. subject to 1991 John

Latham pasture lease as disclosed.

7661 40 AON

If the Seller fails to deliver possession by the date herein specified, the Seller shall be subject to eviction by Purchaser and shall be liable for a daily rental of \$ 1.00 until possession is delivered. This remedy is in addition to any other remedies the Purchaser may have.

13. Risk of loss shall remain with the Seller until delivery of Deed. In the event the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, the Seller shall be obligated to repair the same before the date herein provided for delivery of Deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this contract may be cancelled at option of Purchaser. Should the Purchaser elect to carry out this Agreement despite such damage, such Purchaser shall be entitled to all the credit for the insurance proceeds resulting from such damage. Should any fixtures or services fail between the date of this Agreement and the date of possession or the date of delivery of Deed, whichever shall be earlier, then the Seller shall be responsible for the repair or replacement of such fixtures or services with a unit of at least similar size, age and quality.

14. Except as stated in Paragraph 8, if title is not merchantable or otherwise recordable and written notice of such defect(s) is given by the Purchaser or Purchaser's agent to the Seller or Seller's agent within the time herein provided for delivery of deed and shall not be rendered merchantable within 30 days after such written notice, then this contract, at Purchaser's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall thereupon be returned forth-

with to Purchaser upon return of the abstract, if any, to Seller: PROVIDED, HOWEVER, that if of correcting such defect(s), Seller may, within said 30 days, obtain a commitment in Owner's Title Insurance Policy in the amount of the purchase price reflecting title insurance protection in regard to such defect(s), and the Purchaser shall accept the then existing insured title in lieu of such merchantable title. The Seller shall pay the full premium for such Owner's Title Insurance Policy, and the abstract, if any, shall be returned by the Purchaser.

15. Time is of the essence herof, and if any payment or any other condition herof is not made, tendered or performed by either the Seller or Purchaser as herein provided, then this contract, at the option of the party who is not in default or breach, may at that party's option, be terminated by such party, in which case the nondefaulting party may recover such damages as may be proper or such party may require specific performance of the other herein. In the event of such default by the Purchaser, and the Seller elects to treat the contract as terminated, then all payments made hereunder shall be forfeited and retained on behalf of the Seller. In the event, however, the nonbreaching or nondefaulting party elects to treat this contract as being in full force and effect, then nothing herein shall be construed to prevent its specific performance.

16. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the nonbreaching or nondefaulting party may incur in enforcing this Agreement with or without suit. This provision shall not limit any other remedies to which the parties may otherwise be entitled.

17. Additional provisions: ~~This offer is subject to the sellers transferring that portion of their water rights for their entire 240 acres that is appurtenant and proportional to this 40-acre parcel; also subject to restrictive covenants which will be reviewed, approved and recorded on or before 6-28-91; premises further subject to 1991 pasture lease with John Letham ending 12-31-91, lease receipts retained by sellers. Covenants (as attached) apply - which covenants will be recorded 7-12-91.~~

18. Each party hereto shall have the right to require specific performance of each and every provision of this Agreement as contemplated herein and may, if necessary, bring an action in a court of competent jurisdiction to compel the same.

19. Time is of the Essence in this Agreement.

20. If this offer is accepted by the Seller in writing on or before July 12 June 15th 1991 this instrument shall become a binding contract between Seller and Purchaser and shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, successors, representatives and assigns.

21. All representations made by the Agent in the negotiations of this sale have been incorporated herein, and there are no verbal agreements or representations between Buyer, Seller or Broker to modify the terms and conditions of this Agreement.

22. This agreement executed in multiple copies and my signature hereon acknowledges that I received a signed copy at the time of signing.

23. THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL COUNSEL BEFORE SIGNING.

Agent/Broker Rockefeller and Associates, Mark
5. Rockefeller, broker

Address 40 N. Main St./P.O. Box 604, Driggs,
ID 83422

By: John Borstelmann 6/12/91
John Borstelmann Date

[Signature] 6/12/91
Purchaser John Marchant Date

[Signature]
Witness John Borstelmann Date

[Signature] 6/12/91
Purchaser Norma Marchant Date

[Signature]
Witness John Borstelmann Date

8858 Halsted St., San Diego, CA 92123
Purchaser's Address

The undersigned Seller (whether one or more) accepts the foregoing offer this 11 day of June July 1991 and agrees to pay a commission of eight (8) % of the sales price for services in this transaction, and agrees that, in the event of forfeiture of payments made by Purchaser, such payments shall be divided between the Seller's broker and the Seller, 11% (8%) thereof to said broker, but not to exceed the commission, and the balance to the Seller.

VC Nelson /MBH
Seller Vaughn C. Nelson Date

[Signature] /MBH
Seller: Hollen J. Hiller Date

[Signature]
Seller Morton B. Hiller Date

[Signature]
Seller: Robert V. Burggraf Date

c/o Vaughn Nelson, 845 9th St., Idaho Falls,
Seller's Address ID 83401

[Signature]
Witness