

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: A22-00420C
Date Received: 7/28/1988
Receipt No: X777777
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CARL DEC 307-739-1024
Address: PO BOX 8773
JACKSON WY 83001
AND
Name: BARBARA J DEC 307-739-1024
Address: PO BOX 8773
JACKSON WY 83001

2. Date of Priority: JUN 1, 1896

3. Source: DARBY CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	46E	17	NW	NE		1	TETON

5. Description of diverting works:
HEADGATE TO FLOOD IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.800		

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

8. Total consumptive use is 100.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

RECORDED

NOV 04 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	45E	14	SW	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:
A22-00096 CANAL

14. Remarks:
POINT OF DIVERSION - CHERRY GROVE CANAL.

15. Basis of Claim: DECREED

Case Number:

Court : FIFTH

Decree date: 12/16/1910

REXBURG IRRIGATION CO. ET AL
Decree Plaintiff

TETON IRR. CANAL CO. ET A
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: _____

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: _____

NOV 04 1992

JULY 23, 1992

CARL DEC
PO BOX 8773
JACKSON WY 83001

RE: CHANGE IN OWNERSHIP FOR A22-00420 AND A22-00096

Dear Mr. Dec:

The request for Change in Ownership concerning your Notice of Claim in the above reference has been processed and the Notice modified to reflect you as the new owner.

A22-00420 was split and claimed as follows: A22-00420A (Teton Rainbow Ranches), 2.40 cfs on 75 acres; A22-00420C (Carl Dec), 0.80 cfs on 40 acres (copy enclosed).

A22-00096 (shown on the Change of Ownership form) is in the name of Cherry Grove Canal Company and no assignment of ownership can be made through our office. Shares in the canal need to be transferred to you by the canal company.

Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Dave Carlson
Water Rights Agent, Adjudication

DC:jt

Enclosure: NOTICE OF CLAIM

NOV 04 1992



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

JUL 14 1992

DATE OF CLOSING: 9/13/91
 Department of Water Resources
Eastern District Office

LEGAL DESCRIPTION OF PROPERTY: Township 4 North Range 45 E.B.M.
 Section 14, SW 1/4 of SW 1/4 of 1/4 Govt. Lot , BM.
 Lot , Block , Subdivision/Townsite .
 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) CANAL RIGHTS
 Assigned by IDWR: A22-00420, A22-00096; (NO CLAIM for A22-02296)

☐ Name and Address of Former Owner/Claimant(s)(Seller): Teton Rainbow Ranches, Inc., c/o Larry Kunz
450 West 749 South
Victor, ID 83455

☐ New Owner/Claimant (Purchaser): Carl and Barbara J. Dec

☐ New Mailing Address: P.O. Box 8773
Jackson, WY 83001

☐ New Telephone Number: (307) 739 - 1024

☐ 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:
a prorata share of the entire water rights, i.e. a 40 acre share

☐ Attach proof of ownership, describe proof attached: copies of promissory note, mortgage, and warranty deed

(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) Carl Dec Date 7/10/92
Barbara J Dec Date 7/10/92

☐ Signature of Former Owner/Claimant(s) Pres. Teton Rainbow Ranches Date 7/11/92
Larry Kunz 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:

RECEIVED

NOV 04 1992

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

SEP 27 1991

TETON Co. Id.
Clerk Recorder

RECEIVED

AMERICAN LAND TITLE CO.
P.O. BOX 732
BOISE, IDAHO 83440

WARRANTY DEED

JUL 14 1992

Department of Water Resources
Eastern District Office

COPY

Warranty deed made this 18th day of September, 1991, between TETON RAINBOW RANCHES, INC., an Idaho corporation, with its principal office Rt. 1, Box 613, Victor, Idaho 83455, by DARRELL KUNZ and JERRY KUNZ, representatives and LARRY KUNZ, President, referred to as Grantor, and CARL DEC and BARBARA J. DEC, husband and wife, of P.O. Box 8873, Jackson, Wyoming 83001, referred to as Grantees:

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Contains 40 acres more or less.

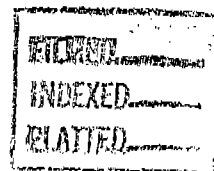
Subject to all the recorded rights-of-way and easements.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantees and their heirs and assigns forever.

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantees, their heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

WARRANTY DEED-1

NOV 04 1992



108722 FILED
AT THE REQUEST OF
American Land
AT 30 MINUTES PAST 10 a
DATE Sept. 24, 1991
Asa J. Drake
CLERK OF RECORD
BY Nora Hill
DEPUT

Grantors have hereunto set their hand on the day and year first above written.

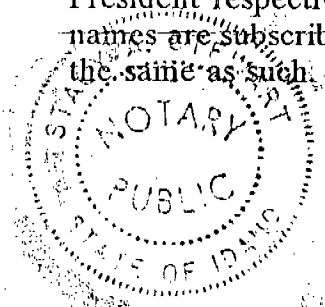
Darrell Kunz member
DARRELL KUNZ, representative for
TETON RAINBOW RANCHES, INC.

Jerry Kunz Member
JERRY KUNZ, representative for
TETON RAINBOW RANCHES, INC.

Pres. Larry Kunz Teton Rainbow Ranches Inc.
LARRY KUNZ, President
TETON RAINBOW RANCHES, INC.

STATE OF IDAHO)
: ss.
County of Teton)

On this 18 day of September, in the year of 1991, before me,
a Notary Public in and for said State, personally appeared DARRELL KUNZ and JERRY
KUNZ and LARRY KUNZ, known or identified to me to be the representatives and
President respectively of TETON RAINBOW RANCHES, INC. and the persons whose
names are subscribed to the within instrument and acknowledged to me that they executed
the same as such.



Clay A. Stewart
Notary Public for Idaho
Residing at: Tetonia Idaho
My Commission expires: 6-28-97

WARRANTY DEED-2

PROMISSORY NOTE

COPY

\$31,000.00

September 16th, 1991

FOR VALUE RECEIVED, I, WE, OR EITHER OF US PROMISE TO PAY TO THE ORDER OF TETON RAINBOW RANCHES, INC., an Idaho corporation, with its principal office Rt. 1, Box 613, Victor, Idaho 83455, by DARRELL KUNZ and JERRY KUNZ, representatives and LARRY KUNZ, President, or at such other place as the holder may designate in writing, THE PRINCIPLE SUM OF THIRTY ONE THOUSAND DOLLARS (\$31,000.00), with interest from September 13th, 1991 at the rate of ten per centum (10%) per annum, lawful money of the United States of America in Installments as follows:

Five annual installments of \$8,177.72, including interest at the rate of ten percent (10%) per annum. Payments shall commence January 1, 1992, and continue on the same date each year thereafter until the entire remaining principal balance and interest is paid in full. No prepayments may be made before January 1, 1992.

If default be made in the payment of any installment under this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. The failure of the holder of this note to enforce its rights upon default in any of the terms of this note shall not constitute a waiver of any such right in the event of a subsequent default. In case suit be instituted for the collection of this note, or any portion hereof, or in case this note, or any portion hereof be collected by an attorney, I, we, or either of us, promise to pay a reasonable sum as an attorney's fee

PROMISSORY NOTE-1

RECORDED
NOV 04 1992

in such suit or action or for such collection. Makers and endorsers hereby waive presentment, protest and all statutory exemptions of homestead and personal property.

Carl Dec

CARL DEC

Barbara J Dec

BARBARA J. DEC

STATE OF IDAHO)

: ss.

County of Teton)

On this 16th day of September, in the year of 1991, before me, a Notary Public in and for said State, personally appeared CARL DEC and BARBARA J. DEC, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

W. R. B. B.
Notary Public for Idaho

Residing at: Driggs, ID.

My Commission expires: 3-16-94

PROMISSORY NOTE-2

SEP 24 1991

TETON Co. Id.
Clerk Recorder

35-753-4-V
RECEIVED
LAND TITLE CO.
P.O. BOX 132
RENO, IDAHO 83440

JUL 14 1992

REAL ESTATE MORTGAGE

Department of Water Resources
Eastern District Office

COPY

THIS MORTGAGE, made by CARL DEC and BARBARA J. DEC, husband and wife,
8773
of P.O. Box 8773, Jackson, Wyoming 83001, as mortgagor, and TETON RAINBOW
RANCHES, INC., an Idaho corporation, with its principal office Rt. 1, Box 613, Victor,
Idaho 83455, by DARRELL KUNZ and JERRY KUNZ, representatives and LARRY
KUNZ, President, as mortgagee,

WITNESSETH: that the said mortgagor hereby acknowledged, does grant, bargain,
sell and convey unto the said mortgagee, its successors and assigns forever, the following
described real estate situated in Teton County, Idaho, to-wit:

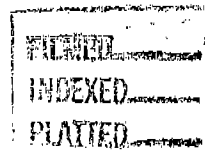
The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 4
North, Range 45 East, Boise Meridian, Teton County, Idaho.
Contains 40 acres more or less.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto
belonging and the rents, issues and profits thereof, and all rights of homestead exemption,
together with all ditch and water rights of every nature, however evidenced, used on said
land or belonging to the same or said mortgagor, or which may be hereafter acquired or
used upon said land. Said mortgagor hereby warrants the title to said land and water
rights, against all persons whomsoever, and agrees to defend the same.

This grant is intended as a mortgage:

REAL ESTATE MORTGAGE-1

NOV 04 1991



108723

FILED

AT THE REQUEST OF

American Land

AT 30 MINUTES PAST 10 a.m.

Sept. 24, 1991

Asa J. Drake
CLERK OF RECORDER

BY *Nora Hill*
DEPUTY

(1) To secure payment of the principal sum of THIRTY ONE THOUSAND DOLLARS (\$31,000.00) lawful money of the United States of America, evidenced by and according to the terms of a promissory note executed and delivered by CARL DEC, a married man, of P.O. Box 8873, Jackson, Wyoming 83001, as maker, said note, being made, executed and delivered to the mortgagee herein as payee. Which note will bear annual interest at the rate therein specified, the last payment of all principal and interest being payable on or before October 1, 1996.

(2) To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee, but at the mortgagee's option may be made by new notes or otherwise, and at, before or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

The said mortgagor hereby covenants and agrees to pay, before the same become delinquent, all taxes and assessments upon said premises, or this mortgage, or debt secured hereby, laid, or assessed in Idaho; also all personal taxes; also all dues or assessments upon ditch or water rights or water stock representing water appurtenant to said premises, and in the event of default so to do, the holder hereof may pay the same.

In case of the foreclosure hereof the said mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien upon the said premises and due and payable when suit

REAL ESTATE MORTGAGE-2

the word "mortgagee" shall be construed as including any lawful holder hereof; and both the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

Dated this 16th day of September, 1991.

Carl Dec
CARL DEC (MORTGAGOR)

Barbara J Dec
BARBARA J. DEC (MORTGAGOR)

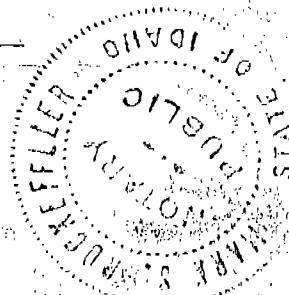
STATE OF IDAHO)
 : ss.
County of Teton)

On this 16th day of September, in the year of 1991, before me, a Notary Public in and for said State, personally appeared CARL DEC and BARBARA J. DEC, husband and wife, known or identified to me to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

W. J. Bell
Notary Public for Idaho

Residing at: Driggs, ID.

My Commission expires: 3-16-94



REAL ESTATE MORTGAGE-4

REPROFILMED

NOV 04 1992

COPY

is begun. The plaintiff in such suit of foreclosure shall be entitled, without notice, to the appointment of a receiver to collect and receive the rents, issues and profits of the mortgaged premises, and to exercise such other powers as the court shall confer. It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse, or as one lot or parcel, at the option of the mortgagee.

It is also agreed, that the failure to pay when due any sum herein covenant to be paid, or secured hereby, or the failure to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the mortgagee, without notice; that all money paid by the said mortgagee for insurance, taxes, or water or water stock assessments, or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage shall bear interest from the date of such payment at the rate of 12% per annum and shall be secured hereby and collectable with the said principal note.

And also, that the mortgage may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgage and the notes secured hereby shall be governed and construed according to the laws of the State of Idaho at the date of execution.

The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; and

REAL ESTATE MORTGAGE-3