

12713 Bennett Lane
Nampa, Idaho 83605
Sept. 14, 1988

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SEP 14 1988

R. Kieth Higgenson, Director
Idaho Dept. of Water Resources
1301 Orchard Ave.
Boise, ID 83706

Dear Mr. Higgenson:

Department of Water Resources

Hand-Delivered

Yesterday I was in to the IDWR offices to inquire about action necessary to protect water rights on 400 acres of Teton County land we own jointly with Boyd E. Norton of Evergreen, Colorado. Boyd had received a COMMENCEMENT NOTICE (Civil No. 39576) indicating that we have until Oct. 6 to file the necessary claims.

The person with whom I consulted stated that IDWR would determine what prior rights have been established for the land upon receipt of the enclosed legal description of the property. She also stated that they would then advise me of their findings in time for my completion of the Notice of Claim forms now being requested.

It seems important to check for prior rights for domestic, stockwater, irrigation and power since this land has had multiple uses in the past and since several streams pass through or near, originating, perhaps, on Targee National Forest land which adjoins our property on the west and the south. It may be helpful to know that we purchased the land from Adrian H. Cook in June of 1966 and that the land is titled under the name of Boyd E. Norton only at this time.

Thank you for your assistance in this matter of extreme importance. I will appreciate your earliest reply.

Sincerely,

Alfred M. McGlinsky

Alfred M. McGlinsky

cc: Boyd E. Norton
P.O. Box 2605
Evergreen, CO 80439

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CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 27 day of July, 1966, by and between ORIAN H. COOK and MARTHA W. COOK, husband and wife, of the County of Teton, State of Idaho, hereinafter termed "Sellers", and BOYD NORTON of the County of Bonneville, State of Idaho, hereinafter termed "Buyer",

WITNESSETH:

I.

Sellers hereby agree to sell to Buyer on the performance of the agreements of the Buyer 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 Buyer, and excepting any liens to which this agreement is made expressly subject, the following described real property situate in Teton County, Idaho, to-wit:

The West Half of the West Half (W 1/2 W 1/2), also known as Lots Four (4), Five (5), Six (6) and Seven (7), the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) and also beginning at the north quarter corner of the Southwest Quarter (SW 1/4), thence East 1100 feet, South 1100 feet, East 1540 feet, South 220 feet, West 2640 feet, North 1320 feet to the place of beginning, all in Section Six (6), Township Five (5) North, Range Forty-four (44) EBM. Also Lots Three (3) and Four (4) in Section Thirty-one (31), Township Six (6) North, Range Forty-four (44), EBM, containing 400 acres, more or less.

Said premises are sold subject to easements, rights, rights of

LAW OFFICES OF
PETERSEN, MOSS & OLSEN
488 E STREET
IDAHO FALLS, IDAHO 83401

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