



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 31, 2004

Harvey G. Coffman
Carole J. Coffman
487 West Riverton Road
Blackfoot, ID 83221

Ref: Snake River Basin Adjudication (SRBA)
Claims 27-12A and 27-11997.

Subject: Evidence of ownership

RESPONSE DATE: APRIL 28, 2004

Dear Harvey and Carole:

I wanted to remind you that I still need additional information on your adjudication claims listed above. During our last meeting I requested copies of the warranty deeds of your predecessors. Your deed does not specify what water of the Blackfoot goes with the property. After reviewing the water master's reports from 1979 to 1988 he shows delivery to you of water right 27-27. Which is also a Fred Stevens decree. So please submit some additional information to support your claim to 27-12 because based on the information available to me I would have to recommend your claim to be disallowed.

Claim 27-11997 was filed on the Welch water that also needs evidence to support the ownership of the water. You should have probably already gotten a letter from the Attorney General's office requesting the information.

If you have any further questions please feel free to contact me in the office at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

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May 4, 2004

DIRK KEMPTHORNE

Governor

KARL J. DREHER

Director

Harvey Coffman
487 W. Riverton Road
Blackfoot, ID 83221

REF: Snake River Basin Adjudication (SRBA)
Notice of Claim 27-11997

Subject: Evidence to support ownership of Welch Water

RESPONSE DATE: MAY 18, 2004

Dear Mr. Coffman,

Last week Pauline spoke with your wife on the phone and requested copies of the documents in your summary to us on the lineage of the Welch Water. We discussed this when you were in my office. If you wish to have the water recommended to you then you must provide the proper documents for my review otherwise I will recommend your claim to be "DISALLOWED".

Respectfully,

Cindy E. Bird
Adjudication Bureau

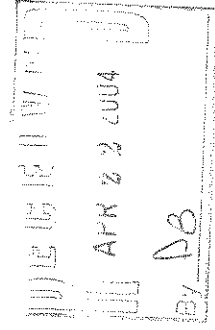
4-21-04

4-21-04

Cindy

I need a decision on the 2712 water right as soon as possible. I feel that I have proven that my filing for adjudication is correct and will not accept any decision other than a 2712 water right.

Enclosed is the proof of ownership of the Welch water as per your request.



Harvey
Coffman

Pedigree of Harvey Coffman Welch Water

<i>Document</i>	<i>Description</i>
United States to James G. Welch 3 October 1908	"with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of the Courts."
James G. Welch	died 3 September 1910
James W Welch 10 Feb 1916	James W. Welch appointed Administrator of James G. Welch estate.
James W. Welch to George W. Jones 27 November 1917	Agreement for Sale of Real Estate. "particularly one hundred fifty inches of water in the Blackfoot River as decreed to James G. Welch."
James W. Welch to Sarah Welch 5 December 1917	"particularly one hundred fifty inches of water in the Blackfoot River as decreed to James G. Welch." "This deed is executed and delivered expressly subject to that certain agreement for the sale of said described real property made and entered into the 27 th day of November 1917."
George W. Jones to Artie Wright 3 May 1926	"Fifty (50) inches of the waters of Blackfoot River out of the decree in the action in the District Court of the Fifth Judicial District of the State of Idaho ... to James Welch of four hundred (400) inches of the waters of Blackfoot River with date of priority March 10, 1886"
Artie Wright Sells property	Portion of property sold to M.F. Wright 30 October 1931. Remainder Sold to Theodore Stecklein
Theodore Stecklein to Orval Cook	In 1967 Theodore Stecklein deed 5 inches of the James Welch decree to O. E. Cook in Water Deed # 133334
Orval Cook to Harvey Coffman	April 5, 1973 warranty Deed 485-242

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AG

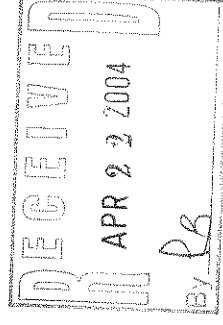
AH
AH1

BF1

BJ

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28252200P
CA2-Water



CONTRACT FOR DEED

A27-0002A

THIS AGREEMENT, made and entered into this 5th day of April, 1973, between ORVAL E. COOK and NERENE M. COOK, husband and wife, of Bingham County, Idaho, hereinafter referred to as the sellers, and HARVEY G. COFFMAN and CAROLE J. COFFMAN, husband and wife, of Pocatello, Bannock County, Idaho, hereinafter referred to as the buyers,

W I T N E S S E T H

1. CONVEYANCE OF TITLE: That the sellers hereby covenant and agree that if the said buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be paid, kept and performed, sellers will convey and assure to the buyers in fee simple, by good and sufficient Warranty Deed, together with a Purchaser's Title Insurance Policy in the amount of \$57,500.00, insuring title in buyers, the real property hereinafter described, free from all encumbrances except rights of way and easements, reservations in federal patents and state deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning ordinances of any governmental unit, and except those encumbrances herein assumed, or agreed to be assumed by the buyers, or hereafter created or caused by reason of any act or deed of the buyers, the following described real property situated in the County of Bingham, State of Idaho, to-wit:

Beginning at the Northeast corner of Lot Five of Section 8 in Township 3 South of Range 35 East of Boise Meridian, in Bingham County, Idaho, thence North 203 feet to the center of the Central Canal; thence Southwesterly following said center line 1422 feet, more or less, to the West line of said Lot Five; thence South 928 feet, more or less, to the Southwest corner of said Section 8; thence East 1201 feet, more or less, to the West bank of the Blackfoot River, thence Northeasterly following said West bank of the Blackfoot River to the East line of said Lot 5; thence North 775 feet, more or less, to the point of beginning. Also Lot One in Section 17, Township 3 South, Range 35 East of Boise Meridian in Bingham County, Idaho. Except right of way of Central Canal.

Provided, that the sellers reserve unto themselves, their heirs and assigns, the exclusive right to the use of an easement on the above described real property being described as follows:

A strip of land 33 feet wide lying on the Easterly side of the above described real property.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including particularly the following described water and ditch right, to-wit: 52.94 inches of the waters of Blackfoot River; 59 shares of the capital stock of the Riverton Dam Company; 13 shares of the capital stock of the Central Ditch Company; sellers also sell to buyers the real property described on Schedule A, attached hereto.

2. PAYMENT: The buyers agree to pay the sellers as the

purchase price for said premises the sum of FIFTY-SEVEN THOUSAND

FIVE HUNDRED DOLLARS (\$57,500.00) in lawful money of the United

States of America in the manner following, to-wit:

(a) \$10,000.00 upon execution of this contract, the receipt of which is hereby acknowledged;

(b) The balance of the purchase price in the amount of \$47,500.00 to be paid thusly:

The deferred balance of said contract shall bear interest at the rate of six per cent (6%) per annum from the 1st day of April, 1973, and the deferred balance and interest shall be paid by means of monthly and yearly installment payments as follows:

\$275.00 on May 1, 1973, with a like installment of \$275.00 on the 1st day of each month thereafter until the entire balance hereof, principal and interest, shall have been paid in full. In addition to said monthly installments as aforesaid, buyers shall pay the sum of \$1,200.00 on October 1, 1973, with a like installment payment of \$1,200.00 on the 1st day of October of each year thereafter until the entire balance hereof, principal and interest shall have been paid in full, it being understood that from the installment payments so made, such payments shall be applied first to the payment of accrued interest, then to the principal balance; provided, that the buyers may pay any sum or amount on the principal balance hereof, at any time, without penalty, such additional payments, if any, not to affect buyers' obligation of making the installment payments herein called for until said contract balance

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals in execution hereof.

Orval E. Cook

Nerene M. Cook

Harvey G. Coffman

Carole J. Coffman

STATE OF IDAHO)
County of) ss.

On this 13th day of April, 1973, before me, the undersigned,
a Notary Public in and for said State, personally appeared ORVAL E
COOK and NERENE M. COOK, husband and wife, known to me to be the
persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.

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

John Marshall
Notary Public for State of Idaho
Residing at Blackfoot, Idaho

My Commission Expires: 12-31-76

STATE OF IDAHO)
County of) ss.

On this 13th day of April, 1973, before me, the undersigned,
a Notary Public in and for said State, personally appeared HARVEY
G. COFFMAN and CAROLE J. COFFMAN, husband and wife, known to me to
be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

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

John Marshall
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 12-31-76

The following is a description of real property being sold by ORVAL E. COOK and NERENE M. COOK, husband and wife, to HARVEY G. COFFMAN and CAROLE J. COFFMAN, husband and wife, under Contract for Deed dated April 5, 1973, this schedule being attached thereto for reference:

A strip of land thirty-three feet wide off the Easterly side of the following described property, to-wit:

Beginning at the point where the East line of the Northwest quarter of the Southwest quarter of Section Eight in Township Three South, Range Thirty-five, East of the Boise Meridian, in Idaho, intersects the South line of the Riverton Road, thence Southwesterly following said road 1422 feet, more or less, to the West line of Lot Five in said Section Eight, thence South 117 feet to the center of Central Canal, thence Northeasterly following said center to the East line of the said Northwest quarter of the Southwest quarter, thence North 88 feet to the point of beginning.

It is agreed that this Schedule forms a part of the Contract of April 5, 1973, as aforesaid.

Orval E. Cook
Orval E. Cook

Nerene M. Cook
Nerene M. Cook

Harvey G. Coffman
Harvey G. Coffman

Carole J. Coffman
Carole J. Coffman

WATER DEED

THIS INDENTURE, Made this 5th day of April, 1973, by and between ORVAL E. COOK and NERENE M. COOK, husband and wife, of the County of Bingham, State of Idaho, hereinafter referred to as Grantors, and HARVEY G. COFFMAN and CAROLE J. COFFMAN, husband and wife, hereinafter referred to as Grantee;

WITNESSETH: That the said Grantors, for and in consideration of the sum of ONE and no/100 DOLLARS (\$1.00), to them in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the Grantees and their heirs and assigns forever, all of the following described water rights, situated in the County of Bingham, State of Idaho, to-wit:

5 Miner's inches of the waters of the Blackfoot River decreed to James Welch by the District Court of the Fifth Judicial District of the State of Idaho, in and for Bingham County in re Fred S. Stevens, et al, plaintiff, vs. Eastern Idaho Water Company, et al, defendants, dated August 1, 1891, and recorded in Book 1 of Judgments at pages 107-116, records of Bingham County, Idaho, with a priority of March 20, 1886.

TO HAVE AND TO HOLD all and singular the above described water rights, together with their appurtenances unto the Grantees and to their heirs and assigns forever.

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

Orval E. Cook

Nerene M. Cook

STATE OF IDAHO)
): ss.
County of Bingham)

On this 13 day of April, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared ORVAL E. COOK and NERENE M. COOK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Leona Merrill
Notary Public for State of Idaho
Residing at Blackfoot, Idaho
My Commission Expires: 12-31-76