

06/24/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-208C

NAME AND ADDRESS: JOHN MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123

NORMA MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123

SOURCE: SOUTH LEIGH CREEK

TRIBUTARY: TETON RIVER

QUANTITY: 0.790 CFS

PRIORITY DATE: 01/18/1905

POINT OF DIVERSION:

T06N R46E S32 NWNWSW Within TETON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.790 CFS

PLACE OF USE: IRRIGATION Within TETON County

T06N R45E S36 SESW 39.0

39 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

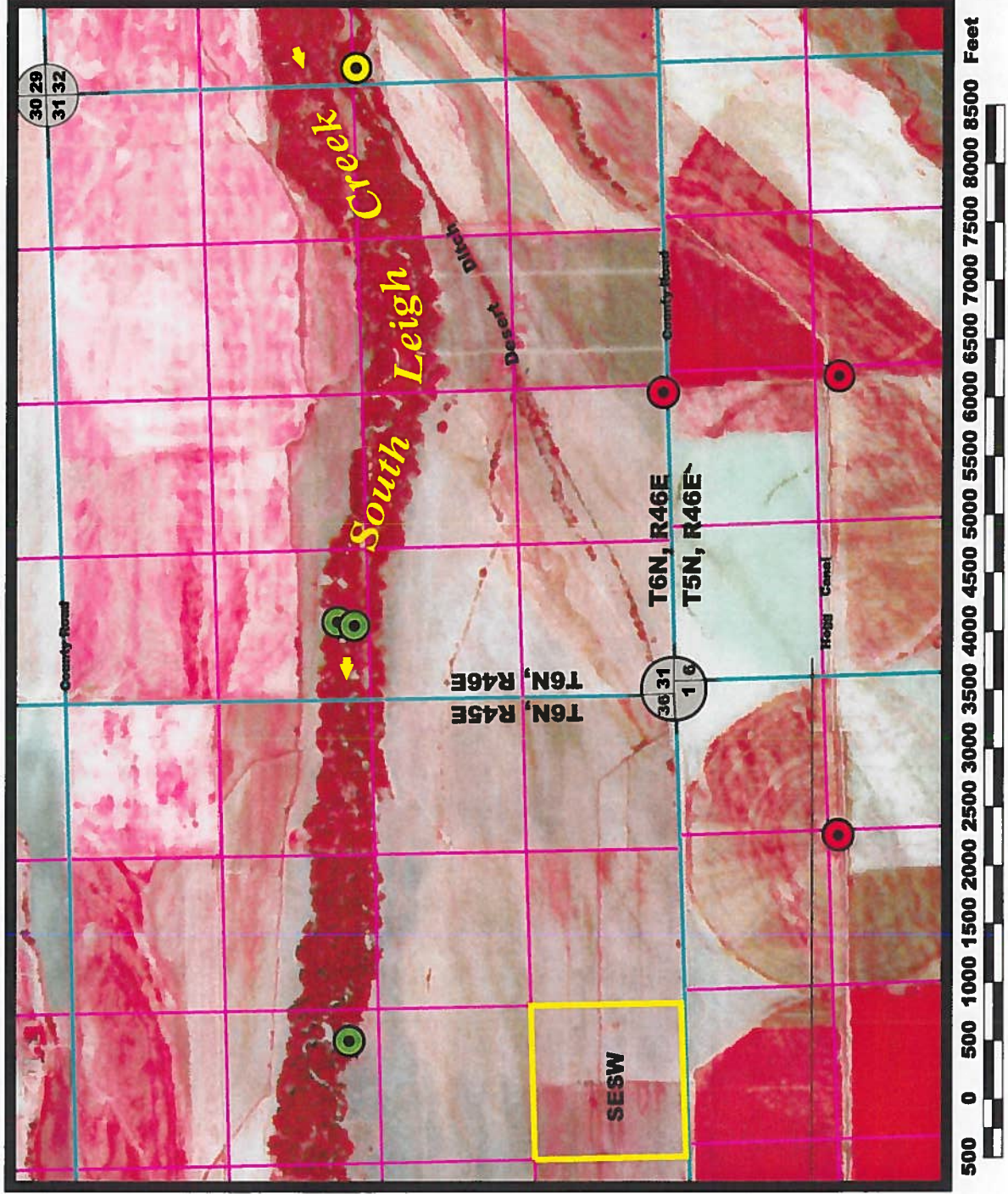
Water is delivered through Desert Ditch.



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
22-208C

Point(s) of Diversion:
T6N, R46E
Sec. 32 NWNWSW

Place of Use: (part of)
T6N, R45E
Sec. 36 SESW

Delivery through Desert Ditch.

LEGEND

- Point of Diversion
- SESE Place of Use
- Section
- Quarter-Quarter

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: June 2005

22-208C

6/29/2005

THIS NOE HAD ERRORS THAT AL HAD FIXED AND WAS REMAILED ON THE 27TH OF JUNE SO I WILL PUT THIS COPY OF THE NOE IN THE FILE.

JOHN MARCHANT
NORMA MARCHANT
46 E 500 N
TETONIA ID

Kary

PROFILED

SCANNED
JUN 29 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Water Right Claimant(s):

The Idaho Department of Water Resources (IDWR) has completed its initial investigation of your water right claim(s) for the Snake River Basin Adjudication (SRBA). We have enclosed a printout showing our preliminary recommendation for reporting your claim(s) to the SRBA District Court later in 2005.

Before IDWR files its final recommendation for your claim(s) with the SRBA District Court, we ask that you carefully review the preliminary recommendation. If there is any information on the printout you believe is inaccurate, please fill out the enclosed reply indicating what changes you believe should be made. Further instructions to assist you with the review are enclosed from Ernest Carlsen, the adjudication supervisor in the Eastern Region office in Idaho Falls. For water rights with an irrigation use, a Geographic Information System (GIS) computerized image of the place of use for your claim(s) is also enclosed.

You may reply to us in person at the public meeting IDWR will be conducting in your area at the date, time, and place Mr. Carlsen has provided in his letter. Please plan to attend this public meeting where you will have an opportunity to learn more about the SRBA process and meet with a department staff member should you have questions regarding your water right claim(s). Please bring any and all information you have which could help IDWR understand your claim(s) and recommend the claim(s) accurately, which is my directive to the staff.

This preliminary recommendation process is intended to ensure that IDWR recommends your water right(s) accurately to the SRBA District Court. This is the easiest and least costly means for you to identify corrections you believe should be made to our recommendation. Completion of this process is an important step toward the overall success of the SRBA. Your participation is necessary for and appreciated by IDWR to provide accurate information to the SRBA District Court.

We look forward to hearing from you.

Sincerely,

Karl J. Dreher
Director

Enclosures

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO



JOHN M. MELANSON
PRESIDING JUDGE
(208) 736-3011
FAX (208) 736-2121

SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

Dear Water Right Claimant:

To help you with your water right claim(s) in the Snake River Basin Adjudication, this letter of explanation is being sent to you along with information sent by the Idaho Department of Water Resources (IDWR). Included are the following important documents which I ask you to please read carefully because they give you the opportunity to save a great deal of time and money:

1. **Preliminary Recommendation.** This is IDWR's *initial* finding and conclusion about your water right and how it should be reported to the SRBA Court. This preliminary recommendation is not filed with the court, but is provided to you to help correct errors or resolve any disagreement you may have over its content. This document has been prepared following IDWR's investigation and may be different than the claim(s) you actually filed.

Therefore, please review this preliminary recommendation carefully to find any errors or disagreements you have with IDWR's findings.

2. **Error Correction/Settlement Process.** This preliminary recommendation is a special service provided to you by IDWR to help you correct errors and resolve any other disagreement you have before the actual recommendations are ultimately filed with the court.

A description of how to work with IDWR is included. Our experience in the SRBA shows that by working in cooperation with IDWR most errors and differences can be addressed before coming into court. It's well worth your time to take full advantage of IDWR's helpful service. If your disagreement cannot be resolved, you will be able to file an objection to IDWR's actual recommendation when it is filed in court and have the final decision made by the Presiding Judge.

This error correction service is an important opportunity for you to work together with IDWR to make sure your water right claim(s) are decreed accurately. There is no cost to you other than your time reviewing the preliminary recommendation and talking to IDWR about any problem you see. Of course, you may always employ the services of an attorney if you wish.

The goal of the SRBA is to see that your water right(s) are decreed by the court as accurately and fairly as possible. It is important to me that this is done efficiently in order to reduce your costs and present you with your decree.

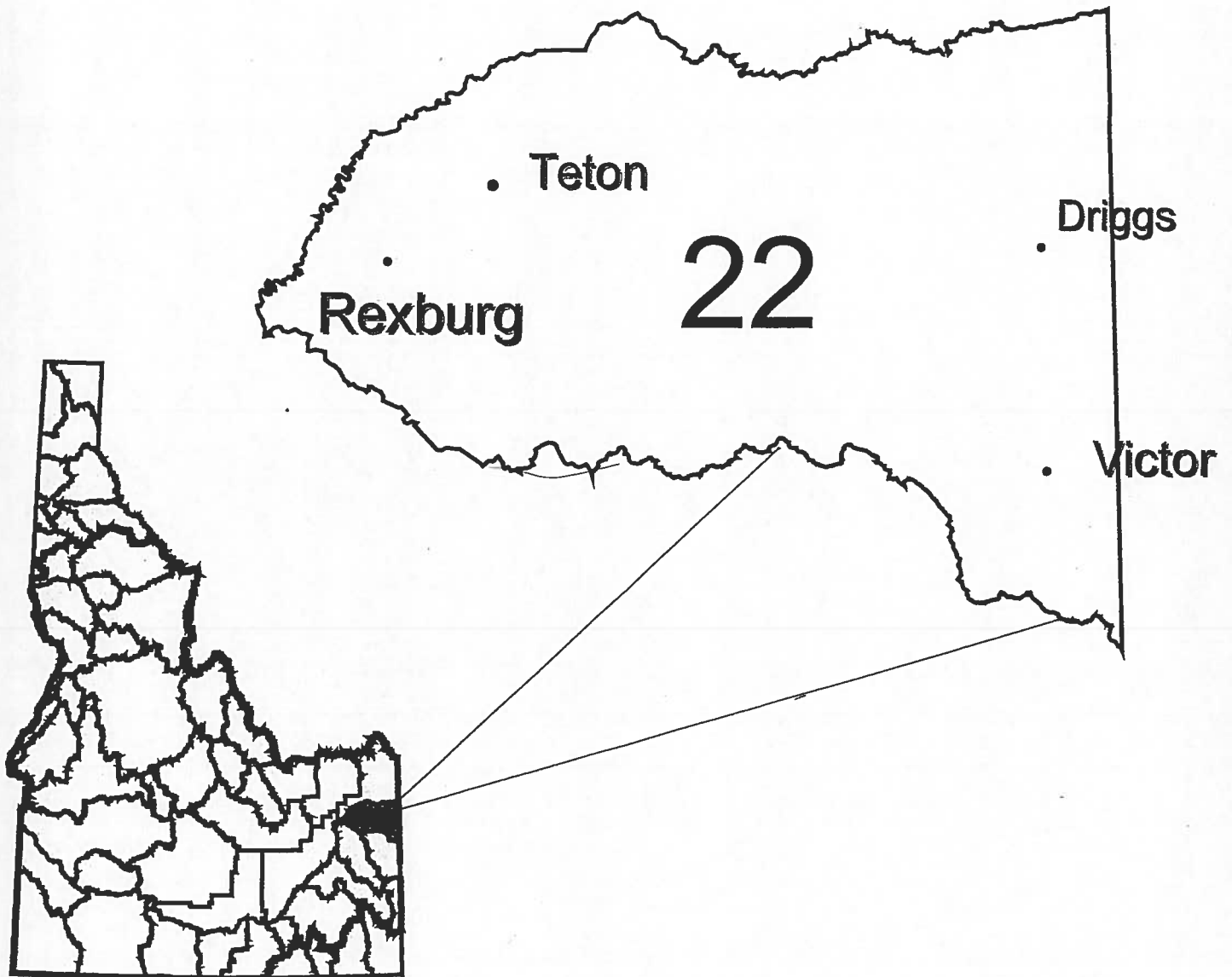
I strongly encourage you to take full advantage of this opportunity to use the fine and courteous services provided by IDWR.

Sincerely yours,

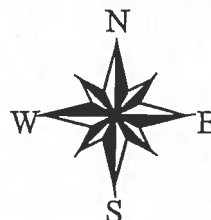
A handwritten signature in black ink, appearing to read "John M. Melanson".

John M. Melanson
Presiding Judge
Snake River Basin Adjudication

Basin 22 Map



Idaho Dept. of Water Resources
Snake River Basin Adjudication
Administrative Boundaries
Jennifer Crabtree 2-1-05



03/02/2005

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-208C

JOHN MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123
Telephone Number: (619)565-0758

NORMA MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123
Telephone Number: (619)565-0758

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR Regional Office,

03/02/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-208C
NAME AND ADDRESS: JOHN MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123
NORMA MARCHANT
8858 HALSTED ST
SAN DIEGO CA 92123

SOURCE: SOUTH LEIGH CREEK TRIBUTARY: TETON RIVER

QUANTITY: 0.794 CFS

PRIORITY DATE: 01/18/1905

POINT OF DIVERSION:
T06N R46E S31 SWNW Within TETON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 11/01	0.794 CFS

PLACE OF USE: IRRIGATION Within TETON County
T06N R45E S36 SESW 39.0

39 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

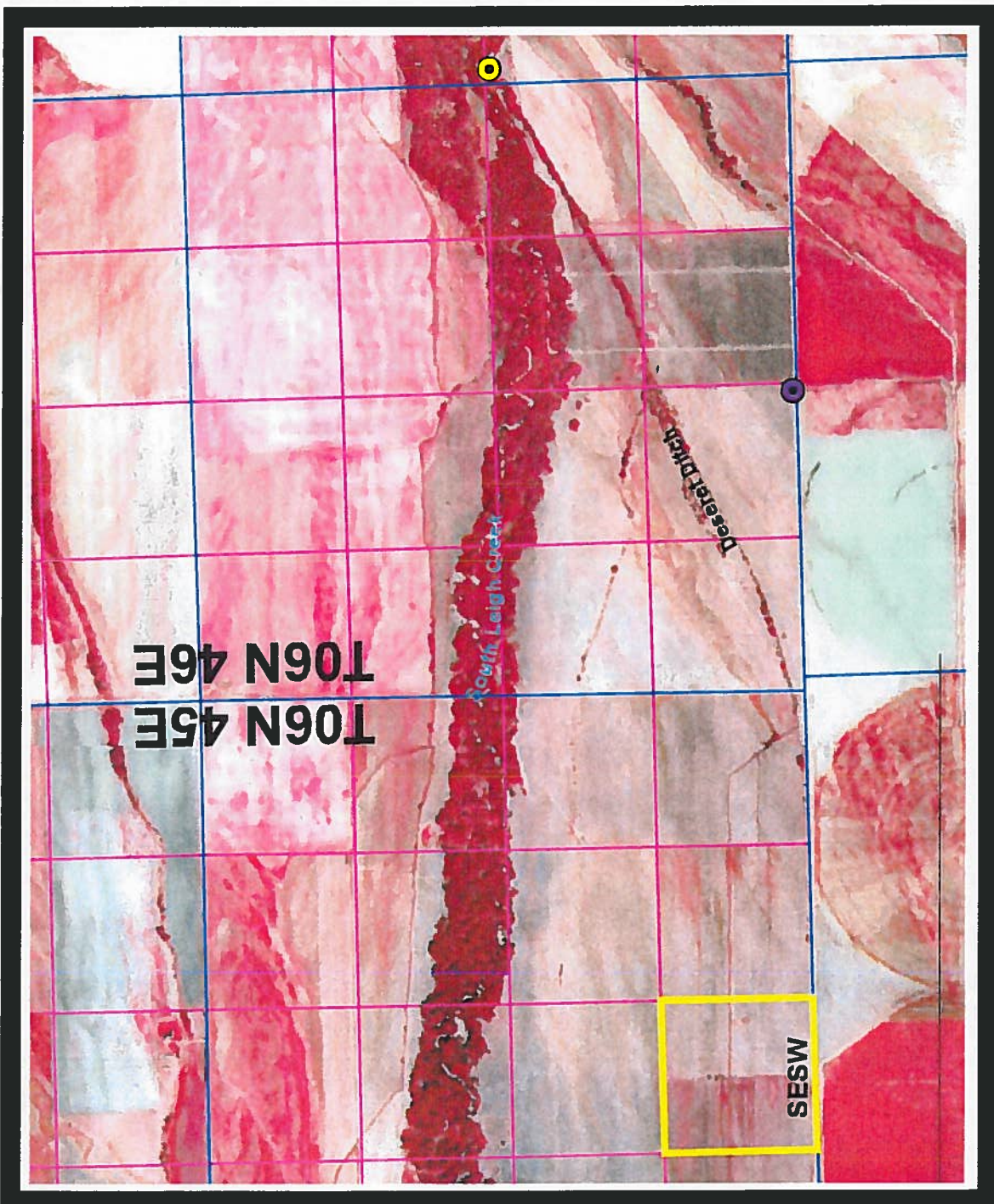
EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed
WATER IS DELIVERED THROUGH Deseret Canal.

This right is a split from former right 22-208.



State of Idaho

Department of Water Resources
Eastern Region



Water Right(s):
22-208C

Point(s) of Diversion:
T06N R46E
Sec. 31 NWSWNW

Place of Use (parts of):
T06N R45E
Sec. 36 SESW

Delivered through the Deseret Ditch.

LEGEND

- Point of Diversion
- SESE
- Place of Use
- Section
- Quarter-Quarter



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: S. Porter
Date: February 2005



SPLIT ANALYSIS: 22-208 AND SRBA Claims

WATERBURY	22-208, 1/18/1905, 10° cfs, All Soc. 36 6N/450 (GIS 532°)		
	DECEASED FROM NO. LOUGH AND SPRING CK - SOURCE <u>ACTUALLY</u> SO LOUGH		
	$10^{\circ} \text{ cfs} \div 532^{\circ} \text{ AC} = 0.01879 \Rightarrow 0.019 \text{ cfs/AC}$		
	SRBA Claims: So. LOUGH CK, 1/18/1905		
	22-208 - SPLIT TO A AND B $\Rightarrow$ OVERCLAIMED		
BEARD	22-208A - SPLIT TO 13147 AND 13148		
HILLER, et al.	22-208B - SPLIT TO 22-208C, D, E, F		
MARONANT	22-208C - (FROM B), 0.794 cfs, 40° AC	0.73	39°
REDHAWK INV.	22-208D - SPLIT TO 13257 AND 13258 - PARENT		
HILLER, et al.	22-208E - (FROM B), 0.794 cfs, 40° AC.	0.73	39°
BEARD PROPS.	22-208F - (FROM B), 1.588 cfs, 80° AC	1.41	79°
D. KERR	22-208G - (ORIGINAL CLAIM 22-11644) SPLIT TO 22-208H AND J		
R. ROSON	22-208H - (PART OF 11644), 0.40 cfs, 20° AC	0.51	27°
L. BEARD	22-208J - (PART OF 11644), 0.40 cfs, 20° AC		
S. EIRICH	22-11644 - RENUMBERED TO 22-208G - SPLIT TO H AND J		
BEARD	22-13147 - 3.40 cfs, 170° AC		
BEARD TRUST	22-13148 - 2.90 cfs, 145° AC		
SMITH	22-13160 - 0.625 cfs, 40° AC (0.73)		
REDHAWK INV.	22-13257 - (PART OF D), 0.21 cfs, 10° AC		
REDHAWK INV.	22-13258 - (PART OF D), 1.37 cfs, 69° AC		

315°
 313° AC
 $5.88 - 0.73 = 5.15 \text{ cfs}$
 39° Part of 313°
 38°
 (1.58 cfs) 0.73 39°
 9.99 on 53

PROFILED

SCANNED
MAY 13 2005

**Desert Canal Heading.
7/12/2004 10:16:18 AM; ABR, CF
Diversion off So. Leigh Creek.**



PROFILED

SCANNED
MAY 13 2005

Claim Number: _____

[illegible]

Current Owner: J. MARCHANT Phone No.: _____

Current Owner: _____ Phone No.: _____

Current Owner: _____ Phone No.: _____

Name connector: and _____, or _____, and/or _____.

Representing Attorney: _____ Phone No.: _____

Accompanied By: _____ Phone No: _____

Relationship to Claimant: _____ Date of Field Exam: _____

✓ to MARCHANT 8/9/

Discussion of right origin and split history. Questions and problems.

Reviewer: _____ Date: _____

SCANNEL

MAY 13 2005

PROFILED

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-208

WATER RIGHT NUMBER: 22-208

Owner Type Name and Address

Current Owner B W CLAWSON

, ID

Priority Date: 01/18/1905

Basis: Decreed

Status: Active

SourceNORTH LEIGH CREEK
SPRING CREEKTributaryTETON RIVER
TETON RIVERBeneficial Use

IRRIGATION

From To

/ to /

Diversion Rate

10.000 CFS

Annual VolumeTotal Diversion: 10.000 CFSLocation of Point(s) of Diversion

NORTH LEIGH CREEK

NE1/4SE1/4

Sec. 32, Twp 06N, Rge 46E, B.M.

TETON County

#2

SPRING CREEK

NE1/4SE1/4

Sec. 32, Twp 06N, Rge 46E, B.M.

TETON County

Place of Use

IRRIGATION

#3. IDAHO SIDE POD IS T6N R46E SEC. 32 NWNE (L1).
AS RECOMMENDED, THIS IS WHERE THE ADELINIS ENTERS
IDAHO.

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	45E	36	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	

BY GIS THERE APPEARS TO BE 532[±] ACRES

SCANNED

MAY 13 2005

$$\frac{10^{\circ} \text{ cfs}}{532^{\circ} \text{ ac}} = 0.01879 \Rightarrow 0.019 \text{ cfs/ac}$$

Conditions of Approval:Remarks:

1. General P/D SOURCE WD01 RECORDS.

Comments:

- #1 IN T6N R46E SEC. 32 THERE IS NO NESE AND NORTH LEIGH / SPRING CREEKS DO NOT FLOW THROUGH SECTION 32 - ONLY SOUTH LEIGH CK FLOWS THERE.
- #2. SO. LEIGH CK RUNS (APPROX E-W) THROUGH THE MIDDLE OF SEC. 36. SOUTH OF SO. LEIGH CK IS SERVED BY THE DESERT DITCH (POD) T6N R46E SEC. 32 NWNWSW. NORTH OF SO. LEIGH CK IS SERVED BY THE KILLPACK DITCH - A VOLUNTARY DITCH AT T6N R11W SEC. 6 SENE (L2).

PROPOSED
 WATER RIGHT

Priority Date Data Entry Form

Claim Number: _____

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: 1/18/1905 Claimed Basis: DECEDESRecommended Priority Date: " Recommended Basis: "

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

MATCHES DECEDES

Reviewer: _____

SCANNED

MAY 13 2005

Date: _____

PROFILED

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point(s) of diversion and Source.

Water Right Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____, County: _____

Source: _____ Tributary to: _____

Water Right Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____, County: _____

Source: _____ Tributary to: _____

Claimed Point(s) of Diversion and Source.

	Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
①	106N	46E	31		SW NW	Teton	South Leigh	Teton River
②	"	"	"		NE SE	"	"	"

Recommended Point(s) of Diversion and Source.

	Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
①	106N	46E	31		NE SE	Teton	South Leigh	Teton River

Other rights from this POD? _____

Transfers Pending or approved: _____

Document how the POD and Source were verified:

① POD is on the north side of South Leigh and does not service this land.

② POD is the DeSmet Ditch and services this land.

Reviewer: _____ Date: _____

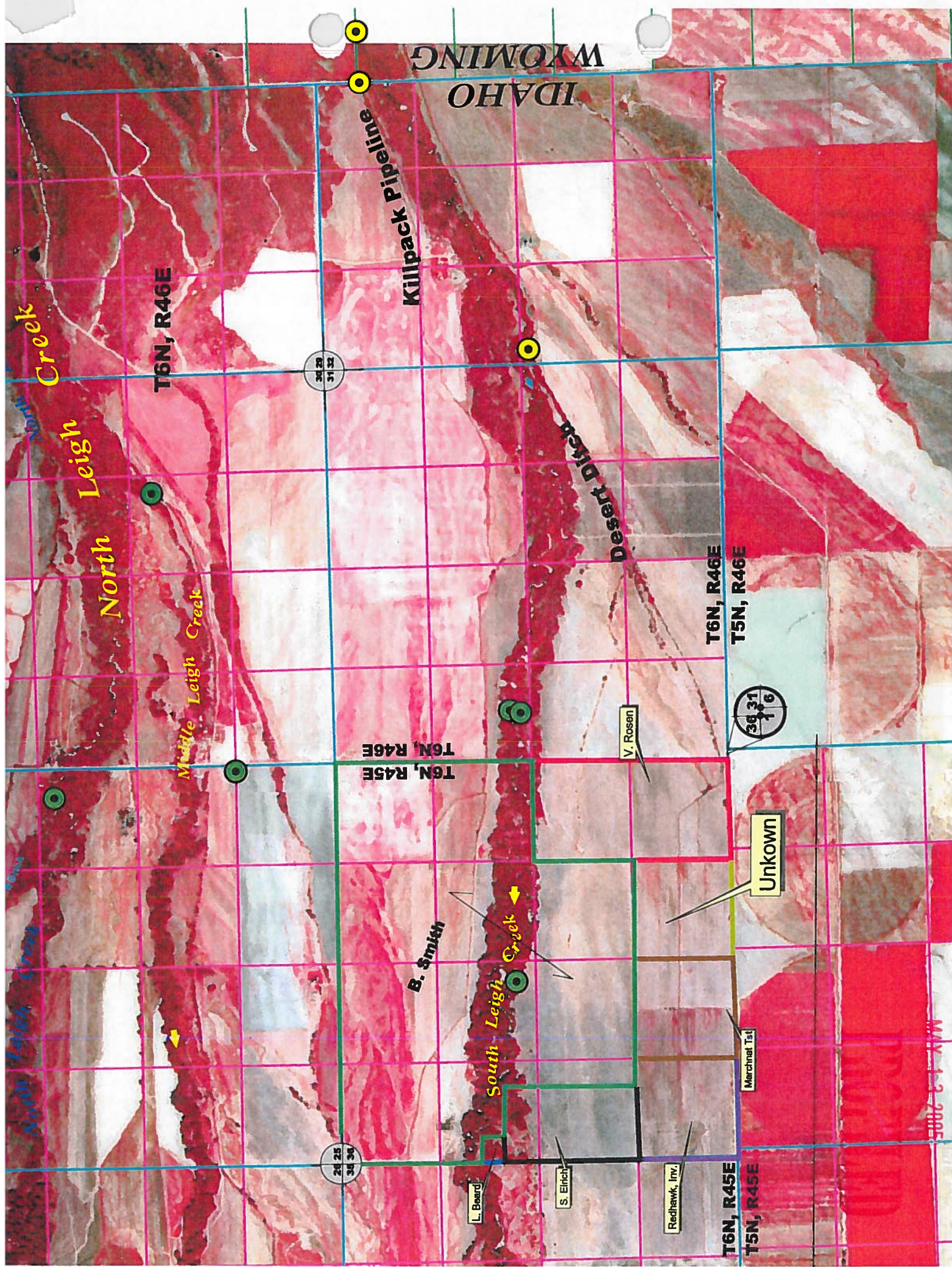
SCANNED

MAY 13 2005

PROFILED



MAY 13 2005



MAY 12 2005

36 31
1 6

T6N, R45E
T6N, R46E

22-13160

$\Delta_{AC} = 532^\circ$

V. Rosen

22-208F
95°

DREAM PROPS - KERR
Unknown

B. Smith

South Leigh Creek

22-13141

313°
22-13148

22-208E
39°

22-208C
39°

Marchnat Tst

PART A
22-208
22-21 K
PART B

13251

22-13251
22-13252
22-13253
22-13254
22-13255
22-13256
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22-13259
22-13260
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22-13295
22-13296
22-13297
22-13298
22-13299
22-13300

26 25
35 36

L. Beard

S. Eirich

Redhawk, Inv.

SCANNEL
MAY 13 2005

PROFILED

T6N, R45E
T5N, R45E

Webster, James W., and Charles H. Woodmansee; May 23, 1903; Moody Creek	300
For reservoir purposes between the first day of September of each year until the first day of May of the following year	100
Gregory, H. J.; June 1, 1903; North Leigh Creek	40
Powell, W. J.; June 1, 1903; Trail Creek	4,200
Siddoway-Briggs Co.; June 1, 1903; Teton River. For power purposes	100
Buxton, Stillman; June 1, 1903; Sloughs from Twin Creeks	40
Gilbert, Albert; June 1, 1902; Horse Shoe Creek	20
Nickelson, Peter; June 1, 1903; Swamps	50
Thompson & Egbert; June 1, 1903; North Leigh Creek	40
Jarman, Arthur; June 1, 1903; South Leigh Creek	100
Pherson, Neils; June 1, 1903; South Leigh Creek	280
Kunz, Samuel, Jr.; July 31, 1903; Pine Creek (permit)	1,680
Central Teton Canal Co.; Oct. 31, 1903; Teton Creek	1,250
Pack Saddle Reservoir Co.; Jan. 15, 1904; North Fork Pack Saddle Creek	40
Wallace, H. A.; Jan. 18, 1904; North Leigh Creek or Spring Creek	70
Hansen, E. P.; May 1, 1904; Game Creek	100
Moffat, John P.; June 1, 1904; Swamps	60
Withrick, Caroline; June 1, 1904; Paradise Springs. The undivided one-fourth of Paradise Springs	40
Miller, J. J.; June 1, 1904; Paradise Springs	80
Sinclair, Sarah S.; June 1, 1904; Pole Creek and Pine Creek	110
Ricks, Wallace; June 1, 1904; North Leigh Creek	60
Phillips, L. A.; June 1, 1904; Badger Creek	640
Sautter, John G.; June 1, 1904; North Leigh Creek	590
Coyle, M. H.; June 15, 1904; Coyle Spring	480
Felt, J. G.; Jan. 18, 1905; Badger Creek	500
Felt, G. F.; Jan. 18, 1905; Badger Creek	150
Felt, Clara V.; Jan. 18, 1905; Badger Creek	500
Felt, Albert; Jan. 18, 1905; Badger Creek	2,500
Clawson, Spencer, adminr. Estate of; Jan. 18, 1905; North Leigh or Spring Creek	200
Clawson, Spencer; Jan. 18, 1905; North Leigh or Spring Creek	160
Clawson, B. W.; Jan. 18, 1905; North Leigh or Spring Creek	180
Spencer, Clawson & Co. (a corporation); Jan. 18, 1905; North Leigh Creek or Spring Creek	100
Rogers, Orson T.; Jan. 18, 1905; Badger Creek	100
Little, Edwin S.; Jan. 18, 1905; Leigh Creek	80
Taylor, Joseph E.; Jan. 18, 1905; North Leigh or Spring Creek	15
Garrett, Mary G.; Jan. 18, 1905; North Leigh or Spring Creek	40
Soulcey, C. V.; June 1, 1906; Darby Creek	900
Crandall, H. L.; no date; waters of Crandall Springs	
Stahn, Emil A.; no date; Juanita Springs	
Andrews, L. W.; no date; waters of Springs on place	
Pack Saddle Reservoir Co.; no date; South Fork of Pack Saddle Creek	

MAY 13 2005

CHANNEL

PROTECTED

MAY 13 2005



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,

David Carlson
Water Right Agent, Adjudications

DC:jt

cc: Copy of A22-00208D/Hiller

Enclosure

PROFILED

SCANNED

MAY 13 2005

MICROFILMED

NOV 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 Office

DATE OF CLOSING: Aug. 2, 1991LEGAL 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
P.O. Box 29, Idaho Falls, ID 83405 I.F., I.
- [] 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
Date 8-2-91
- [] Signature of Former Owner/Claimant(s): _____ Date _____
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:

MICROFILMED

NOV 04 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 91
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 Leatham lease (1991) to continue for balance of calendar year, proceeds from same to sellers.

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) All 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 above stated 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. Any costs incurred pursuant to this paragraph shall be assessed to the appropriate party (parties) at closing.

5. Price 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, windows and porch shades, venetian blinds, storm windows, storm doors, screens, curtain rods, drapery rods, central 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 unrecorded 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) Easements 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, FHA 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.

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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, to 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-

Wish 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 from 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 hereof, and if any payment or any other condition hereof 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 midnight of 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 herein, 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
S. Rockefeller, broker

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

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

John Marchant 6/12/91
Purchaser John Marchant Date

John Borstelmann
Witness John Borstelmann Date

Norma Marchant 6/12/91
Purchaser Norma Marchant Date

John Borstelmann
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 net 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, not to exceed thereof to said broker, but not to exceed the commission, and the balance to the Seller.

VC Nelson /MBH
Seller Vaughn C. Nelson Date

H. Hiller /MBH
Seller: Hollen J. Hiller Date

M. B. Hiller
Seller Morton B. Hiller Date

Robert V. Burggraf /MBH
Seller: Robert V. Burggraf Date

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

Witness

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NOV 04 1992

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

SCANNED

MAY 13 2005

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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

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MAY 13 2005

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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 _____

RECEIVED

SCANNED
MAY 13 2005

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NOV 04 1992