

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-2269E V1

WATER RIGHT NUMBER: 29-2269E V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	EDWARD B JOLLEY 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3215
Original Owner	CHRISTINE M JOLLEY 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3215
Original Owner	VERN D GARDNER 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3831
Current Owner	BLAKE BULLOCK PO BOX 2 MC CAMMON, ID 83250 (208)254-3752
Current Owner	SHARLYN BULLOCK PO BOX 2 MC CAMMON, ID 83250 (208)254-3752

Priority Date: 04/24/1947

Basis: License

Status: Active

Source

MARSH CREEK

Tributary

PORTNEUF RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 10/31

Diversion Rate

0.240 CFS

Annual VolumeTotal Diversion:

0.240 CFS

Location of Point(s) of DiversionMARSH CREEK
BANNOCK County

L9 (NW1/4SW1/4)

Sec. 22, Twp 09S, Rge 36E, B.M.

Place of UseIRRIGATION Within BANNOCK County

T09S R36E S22 SWNW 5.5

T09S R36E S22 Lot 8 SENW 5.5

T09S R36E S22 Lot 9 NWSW 1.0

Total Acres: 12

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-2269E V1

2. C18 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.

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOT 7, GREEN VALE.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal:
Owner Name Connector: AND/OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-2269E V1

WATER RIGHT NUMBER: 29-2269E V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	EDWARD B JOLLEY 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3215
Current Owner	CHRISTINE M JOLLEY 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3215
Original Owner	VERN D GARDNER 9546 S MARSH CREEK RD MC CAMMON, ID 83250 (208)254-3831

Priority Date: 04/24/1947

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MARSH CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.240 CFS	
	<u>Total Diversion:</u>	0.240 CFS	

Location of Point(s) of Diversion

MARSH CREEK	L9 (NW1/4SW1/4)	Sec. 22, Twp 09S, Rge 36E, B.M.
BANNOCK County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
09S	36E	22							5.5	5.5			1.0							12.0
									L 8				L 9							

Total Acres: 12

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C18 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.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 29-2269E V1

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOT 7, GREEN VALE.

Comments:

1. dcarlson 9/18/2001 as licensed
Comment: pod portable pump at pou
2. dcarlson 9/18/2001 POU DIVIDED
Comment: THIS RIGHT WAS SPLIT INTO SUBDIVISION LOTS

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
POD	9/18/2001 9:18:27 AM	dcarlson			Active
Source	9/18/2001 9:18:43 AM	dcarlson			Active
POU	9/18/2001 9:19:06 AM	dcarlson			Active
Use	9/18/2001 9:22:46 AM	dcarlson			Active
Season	9/18/2001 9:23:11 AM	dcarlson			Active
Quantity	9/18/2001 9:24:29 AM	dcarlson			Active
Summary			09/18/2001	dcarlson	Active
Priority Date	9/18/2001 9:30:06 AM	dcarlson			Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	9/18/2001 9:13:57 AM	dcarlson	Edited point location
POD	9/18/2001 9:14:18 AM	dcarlson	Edited PLS

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-2269E V1

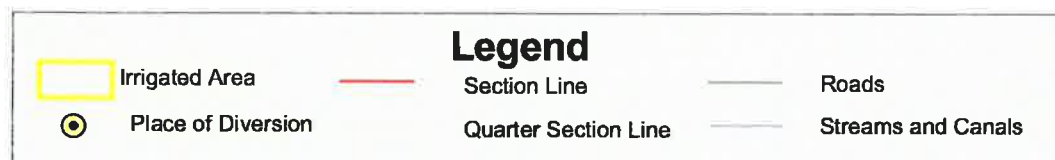
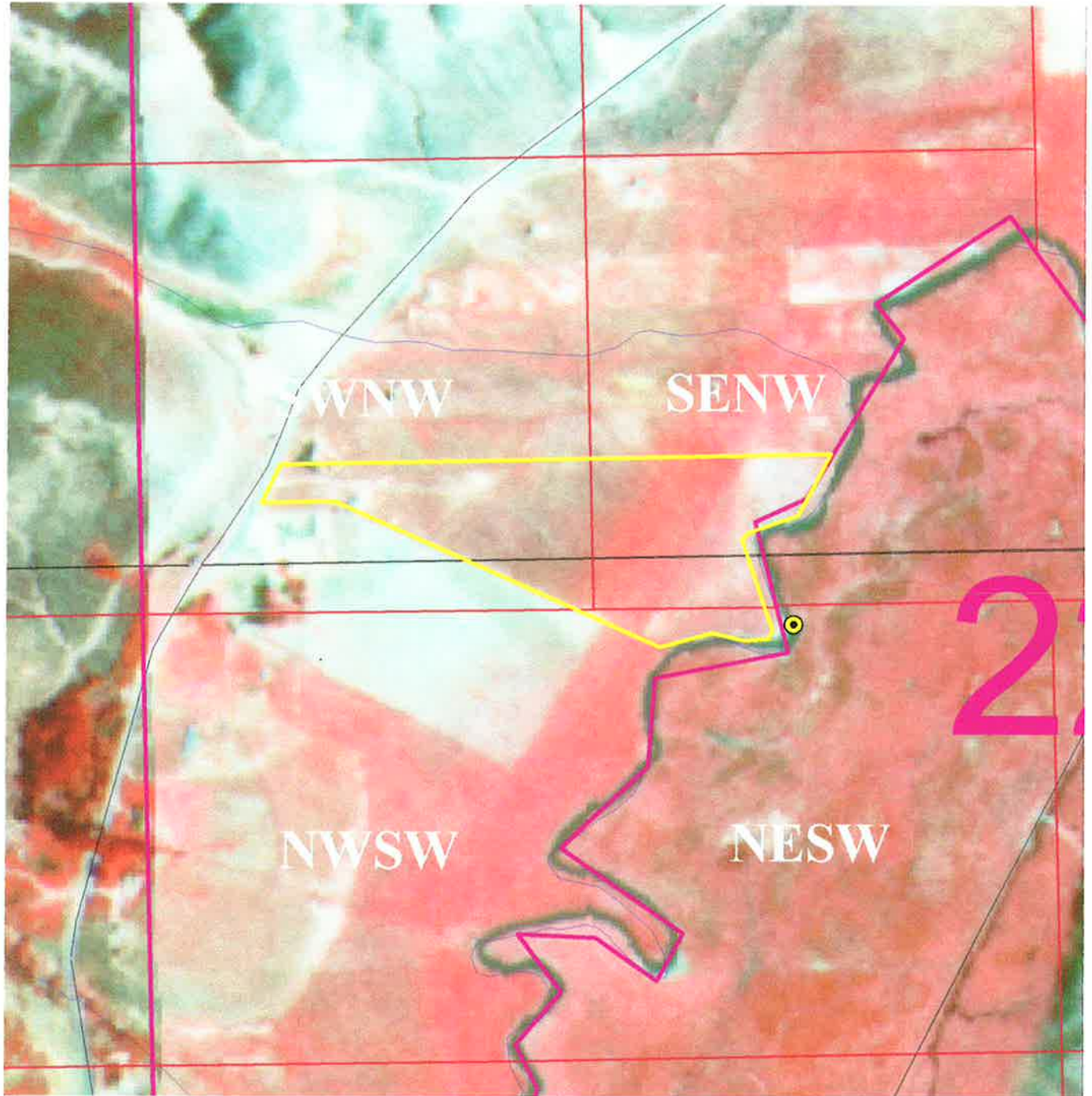
POD	9/18/2001 9:16:50 AM	dcarlson	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the parent right have a POD? (No) 5. Can the claimed POD be verified using the water right file? (Yes) 6. Is there evidence that there has been a change in the POD? (Yes) 7. Can the change be verified as an accomplished transfer? (Yes) 8. Does the file contain all the necessary information to verify the POD? (Yes) 10. Is a POD remark and/or condition required? Description for Question 6 - pod changed to individual lots -- license split into many lots
Source	9/18/2001 9:17:06 AM	dcarlson	(Yes) 1. Is the basis of claim decree or license? (Yes) 4. Does the parent right have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	9/18/2001 9:17:29 AM	dcarlson	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the parent right have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	9/18/2001 9:17:53 AM	dcarlson	Edited shape boundary
POU	9/18/2001 9:18:19 AM	dcarlson	Edited PLS
Use	9/18/2001 9:21:09 AM	dcarlson	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the parent right have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Season	9/18/2001 9:21:34 AM	dcarlson	(Yes) 1. Is the basis of claim decree or license? (No) 4. Does the parent right have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

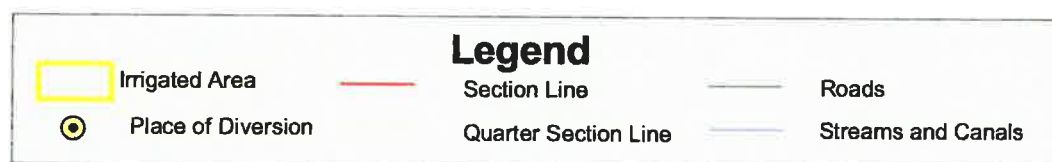
Adjudication Recommendation Report 29-2269E V1

POD	9/18/2001 9:22:52 AM	dcarlson	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the parent right have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Summary	9/18/2001 9:24:16 AM	dcarlson	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Is an additional remark and/or condition required? (Yes) 6. Would you like to view the recommended right? (Yes) 7. Is this a split or combined right? (No) 8. Do you have documents you would like to attach or link to the file? (Yes) 9. Would you like to set the verification date?
Priority Date	9/18/2001 9:28:29 AM	dcarlson	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

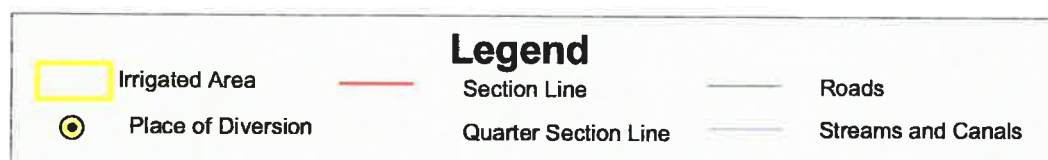
Township , 9S36E



Township , 9S36E



Township , 9S36E



02/08/2003

Dave

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: April 21, 2003

Water right number: 29-2269E

EDWARD B JOLLEY
9546 S MARSH CREEK RD
MC CAMMON ID 83250
Telephone Number: (208)254-3215

CHRISTINE M JOLLEY
9546 S MARSH CREEK RD
MC CAMMON ID 83250
Telephone Number: (208)254-3215

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:

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

DATE: 4-15-03

SIGNATURE:

Blake Bullock *Sharlyn Bullock*
Please print your name: Blake Bullock Sharlyn Bullock

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

RECEIVED

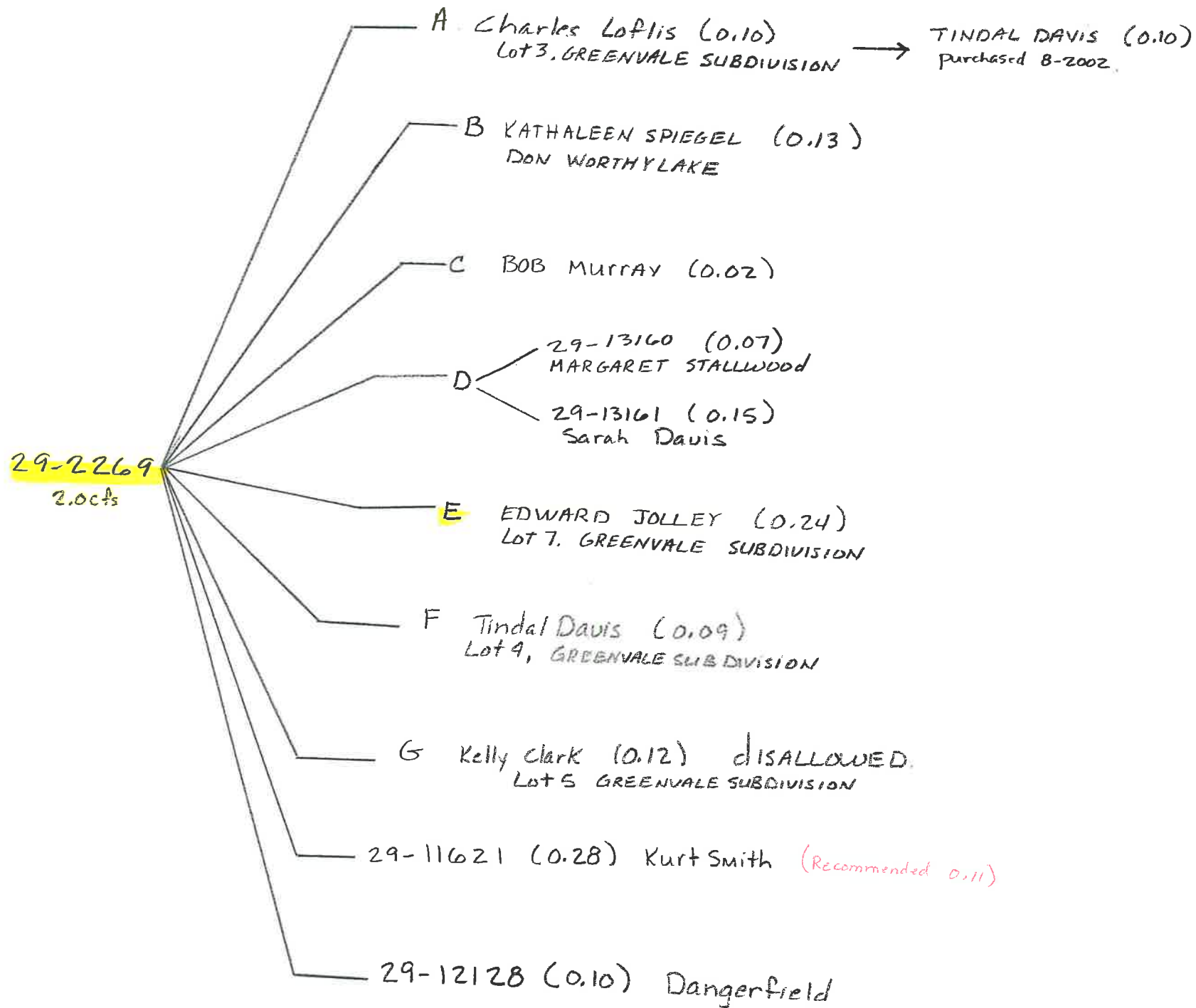
APR 24 2003

Department of Water Resources
Eastern Region

SCANNED

DEC 30 2005

PROFILED



SCANNED
DEC 30 2005

PROTECTED

Oct 28-2002
PREPARED BY: C BIRD

PLACE OF USE OVERLAP REVIEW

CLAIM NO.	TWN	RNG	SEC	NE				NW				SW				SE				TOTAL
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
29-2269	9S	36E	22							20										
										12.9 2.5				1.8 2.5						
										1.9 3.5					1.9					
										1.10 2.0										100
2269A x	9S	36E	22							3.5										
13160 x	9S	36E	22											6	1.9					6.5
2269E x	9S	36E	22							5.5	5.5			1.0	1.9					
13161 x	9S	36E	22											9.0	1.9					
12128 x	9S	36E	22							0.1	3.9									
22698 x	9S	36E	22											1.9	1.9	1.10	4.4			
22690 x	9S	36E	22											1.0	1.9					
11621 x	9S	36E	22							14.0										
										23.1	9.4			18.9	4.4					55.8

SCANNED
DEC 30 2007

~~Charles Loftis~~ Tindal Davis

Rec. 0.10 cfs

(D.C.) A Charles & Dawn Loftis
0.13 Lot 3

B Kathleen Speegel
0.32 Below greenvale
Subdivision (0.13 cfs rec.)

C Bob Murray
1.5 Below subdivision (0.02) (rec. 1 ac.)

D 0.6
13160 (stallwood) (0.24) (0.07)
13161 (0.36) (0.15)
Davis (0.24)

E Edward Jolley
(D.C.) 0.24
(Lot 7)

F 0.08
Lot 4

Robert Munne - can't find a file - Tindal Davis 0.09
Claimed by Tindal Davis (New owner)

G Kelly & Sherry clare.
0.12 cfs (Lot 5)

Disallowed

29-11621
0.28 cfs - Kurt Smith

29-12128 (0.10) (D.C.)
3.29
Overclaimed

SCANNED
DEC 30 2005

29-2269
2.0 cfs

(Scott Jensen Lot 6)
No claim filed

who owns the ~~land~~
property?

SWNW-20 ACRES LICENSED

MARY O'RIORDAN

lot 8-25 acres licensed
25.4 acres

M. CRAIG DANGERFIELD

ROBERT MUMME

KELLY CLARK

SCOTT JENSEN

EDWARD JOLLEY

KURTIS SMITH

lot 9-35 acres licensed
41.9 acres

MARGARET STALLWOOD

SARAH DAVIS

BOB MURRAY

DON WORTHYLAKE

K. SPIEGEL

DON WORTHYLAKE

TIM JOHNSON

lot 10-20 acres licensed
33.35 acres

Cottonwood Creek

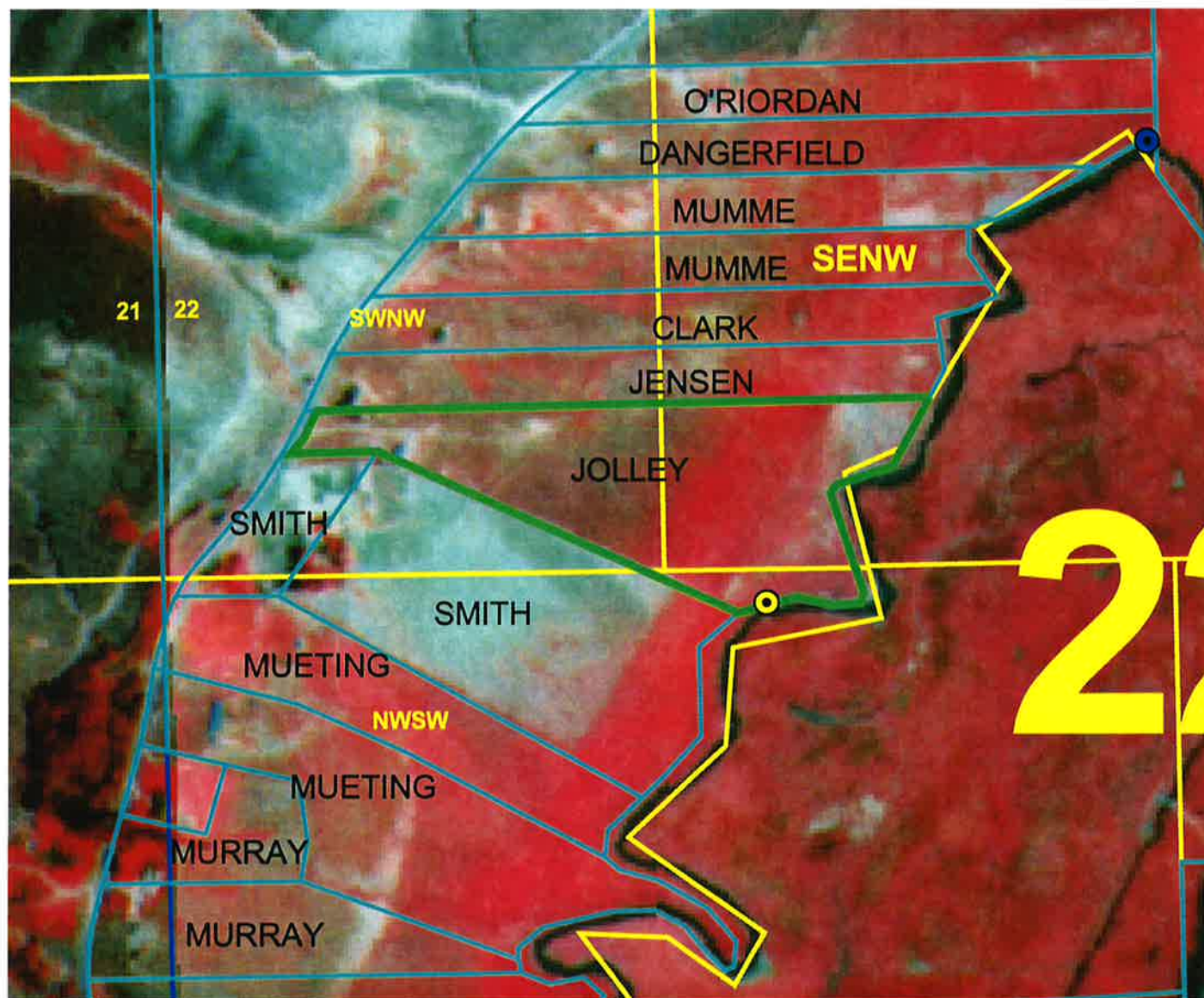
SCANNED

DEC 30 2005

IDAHO DEPARTMENT OF WATER RESOURCES

29-02269E

T09S, R36E SEC 22



PROFILED

ACRES IRRIGATED- 12



POINT OF DIVERSION



PLACE OF USE

SCANNED

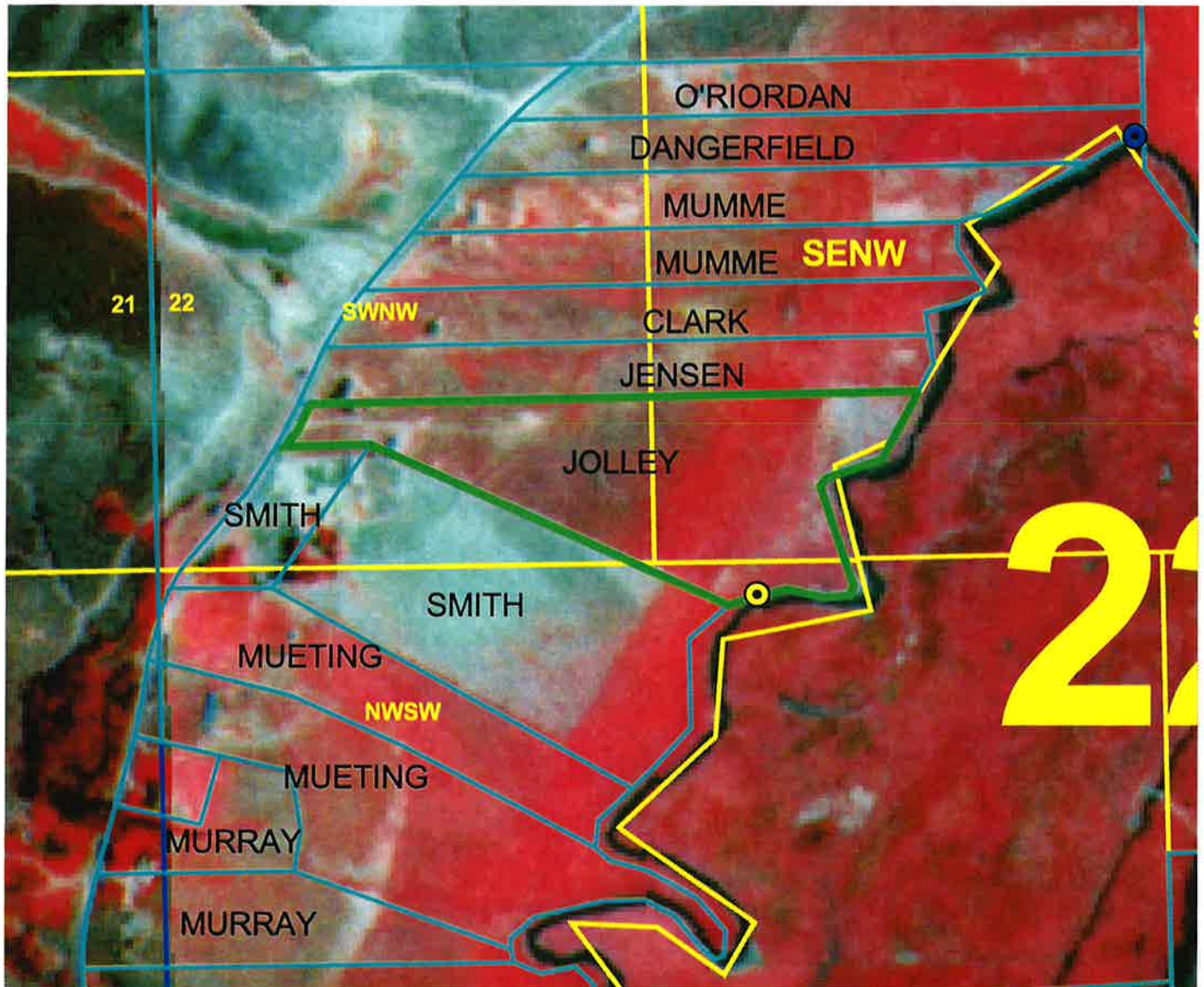
DEC 30 2005

**GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON**

IDAHO DEPARTMENT OF WATER RESOURCES

29-02269E

T09S, R36E SEC 22



ACRES IRRIGATED- 12



POINT OF DIVERSION



PLACE OF USE

**GIS: PLACE OF USE
POINT OF DIVERSION
1987/1988 NAPP PHOTOS
DAVE CARLSON**

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

deleg
DC
4-30-03

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
29-2269E	NO				

The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a **USDA Farm Service Agency AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

Edward B Jolley, Christine M. Jolley
9546 S. Marsh Creek Rd, McCammon

4. New Owner/Claimant(s)

Blake and Sharlyn Bullock

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 2

City, State and ZIP Code

McCammon, ID 83250

New Telephone Number

208 254-3752

5. Date you acquired the property

8-9-01

SCANNED
DEC 30 2005
PROFILED

RECEIVED

APR 24 2003

Department of Water Resources
Eastern Region

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: P34157 7. LOAN NUMBER: 0041110156 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 10 308 (P34157/P34157/22)			
D. NAME AND ADDRESS OF BORROWER: BLAKE BULLOCK SHARLYN BULLOCK 9546 SOUTH MARSH CREEK ROAD MCCAMMON, ID 83250		E. NAME AND ADDRESS OF SELLER: EDWARD B JOLLEY CHRISTINE M JOLLEY H. SETTLEMENT AGENT: 82-0300598 First American Title Company PLACE OF SETTLEMENT P.O. Box 9 (420 S. 4th Ave) Pocatello, ID 83204	
G. PROPERTY LOCATION: 9546 South March Creek Road McCammon, ID 83250 Bannock County, Idaho LOT 7, GREEN VALE SUB BANNOCK COUNTY, IDAHO		F. NAME AND ADDRESS OF LENDER: WASHINGTON MUTUAL 199 N CAPITOL BLVD STE 201 BOISE, ID 83702 I. SETTLEMENT DATE: August 9, 2001 Disburse: 08/10/01	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	47,000.00	401. Contract Sales Price	47,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,148.25	403.	
104. BUYERS PORTION 2001 TAXES MOB to BANNOCK	71.70	404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	48,219.95	420. GROSS AMOUNT DUE TO SELLER	47,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	200.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	37,600.00	502. Settlement Charges to Seller (Line 1400)	4,242.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage to ALLIANCE TITLE & ESCRO	23,574.83
205. APPLICATION DEPOSIT	295.00	505. Payoff of second Mortgage	
206.		506. Deposit retained by broker	200.00
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/01 to 08/10/01	269.81
212. Assessments to		512. Assessments to	
213.		513.	
214.		514. 2001 TAXES	
215.		515.	
216.		516.	
217.		517. SELLERS PORTION 2001 TAXES MOB to BANNOCK	110.04
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	38,095.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	28,396.68
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	48,219.95	601. Gross Amount Due To Seller (Line 420)	47,000.00
302. Less Amount Paid By/FOR Borrower (Line 220)	(38,095.00)	602. Less Reductions Due Seller (Line 520)	(28,396.68)
303. CASH (X FROM) (TO) BORROWER	10,124.95	603. CASH (X TO) (FROM) SELLER	18,603.32

RECEIVED

APR 24 2003

SCANNED Department of Water Resources
Eastern Region

DEC 30 2005

The Property includes a 1976 24 X 48 manufactured home, Manufacturer _____
GUERDON, Model TL, Serial Number _____
13625 (the "Manufactured Home"). The manufactured home is and shall remain installed on a

foundation system as a fixture or improvement to the real estate consisting of the property and shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary. As used herein "State" shall refer to Idaho.

2. **Security.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a security agreement of the same date from Grantor to Beneficiary (the "Security Agreement") and the payment of THIRTY SEVEN THOUSAND SIX HUNDRED AND 00/100 Dollars (\$37,600.00)

(called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 10, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note are called the "Debt."

☐ If this box is checked, the Note secured by this Deed of Trust provides for a variable rate of interest.

3. **Representations of Grantor.** Grantor warrants and represents that:

(a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing real estate contract, mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair; not to move, alter or demolish the manufactured home or any of the other improvements on the Property without Beneficiary's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5.

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e); and

(f) To keep the mobile home and other improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the first loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

5. **Sale or Transfer of Property.** The Loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. Grantor agrees not to physically remove the manufactured home from the Real Property without the prior written consent of Beneficiary. In the event Grantor breaches his obligation under the preceding sentence, Grantor agrees that Grantor will immediately so notify Beneficiary in writing, that Beneficiary's security interest in the Property and in the manufactured home shall continue without interruption, that Beneficiary shall thereupon hold and may exercise all of the rights of a secured party under the State Uniform Commercial Code with respect to the manufactured home and that Grantor shall register the manufactured home as required by applicable law and shall identify Beneficiary as the legal owner of the manufactured home in such registration. Beneficiary shall also have all other rights provided by applicable law. Nothing in this Section shall preclude Beneficiary from declaring a default and exercising its remedies under this Deed of Trust or any other document in connection with any physical removal of the manufactured home from the Real Property without the prior written consent of Beneficiary. Grantor agrees to sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect, and continue Beneficiary's security interest in the Property including, without limitation, the manufactured home. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

6. **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. **Remedies for Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice requirements of Section 8 below. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, shall bear interest at the Default Rate specified in the Note from the day repayment in full is demanded until repaid in full. Beneficiary may then or thereafter deliver to Trustee a written declaration of default and demand for sale and Trustee shall thereupon record a written notice of default and of election to cause to be sold the Property. Beneficiary shall provide to Trustee the Note, this Deed of Trust, other documentation evidencing the Debt and all other documentation requested by Trustee. After the lapse of such period of time as may then be required by law, and after having given such notices as may then be required by law, Trustee shall sell the Property at the time and place stated in the notice of sale, either in whole or in separate parcels, and in such

and in such order as Trustee may choose, at public auction to the highest bidder for cash in the lawful money of the United States, which shall be payable at the time of sale. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by public announcement at the time fixed for sale, in accordance with applicable law then in effect. Any person, including Grantor, Trustee or Beneficiary, may purchase at any such sale. Trustor shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, to the person or persons legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any other action available at law or in equity. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the State Uniform Commercial Code. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

8. **Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7.

The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately and without notice to Grantor.

9. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

10. **Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code.

11. **Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, following satisfaction of the Debt and other obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents.

12. **Trustee; Successor Trustee.** In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

13. **Miscellaneous.** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist. Beneficiary may collect a fee in the maximum amount allowed by law, for furnishing any beneficiary statement, payoff demand statement or similar statement.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed concurrently therewith by Grantor:

Dated at Pocatello, ID this 9th day of August, 2001.

GRANTOR(S):

Blake Bullock

BLAKE BULLOCK

Sharlyn Bullock

SHARLYN BULLOCK

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: BLAKE BULLOCK and SHARLYN BULLOCK, husband and wife
Seller: EDWARD B JOLLEY and CHRISTINE M JOLLEY, husband and wife
Lender: WASHINGTON MUTUAL
Settlement Agent: First American Title Company
(208)232-6224
Place of Settlement: P.O. Box 9 (420 S. 4th Ave)
Pocatello, ID 83204
Settlement Date: August 9, 2001
Disbursement Date: August 10, 2001
Property Location: 9546 South March Creek Road
McCammon, ID 83250
Bannock County, Idaho
LOT 7, GREEN VALE SUB
BANNOCK COUNTY, IDAHO

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Blake Bullock
BLAKE BULLOCK

Sharlyn Bullock
SHARLYN BULLOCK

EDWARD B JOLLEY

CHRISTINE M JOLLEY

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

First American Title Company
Settlement Agent

SCANNED

DEC 30 2005



**Washington
Mutual**

MANUFACTURED HOME DEED OF TRUST

THIS DEED OF TRUST is between: BLAKE BULLOCK AND SHARLYN BULLOCK, HUSBAND AND WIFE

("Grantor"); FIRST AMERICAN a IDAHO corporation, the
address of which is 420 S 4TH AVE PO BOX 9 POCATELLO, ID 83204

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee and its successors in trust and assignees, in Trust, with power of sale, the real property in BANNOCK County, Idaho, described below, and all interest in it Grantor ever gets:

SCANNED

DEC 30 2005

3
34.0

T509

#267

Point
of
diversion

T314

6.9

KENNETH
SMITH

2

1.3

3

6.7

T7756

#678

HOWARD HALL

T270 #904

LITTLE CK. RCH.

NHE

4
64.4

21

28

T7783

#904

LITTLE CK. RCH.

NHE

18.5

NHE

33.5

2

66.7

T7960

#911

SCANNED

DEC 30 2005

A. ROOT WATER RIGHT NUMBERS: A29-04045A
A29-04045B

A29-04045C

A29-04045D

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
09S	36E	22	SW	NW		JOLLEY, EDWARD B	A29-04045A / 5.0	- /		14.0	
			SW	NW		GARDNER, VERN D	A29-10854 /	- /			
			SW	NW		LOFTIS, DAWN L	A29-02269A / 2.4	- /			
			SW	NW		GARDNER, VERN D	29-10854 /	- /			
			SW	NW		BISHOFF, FRED R.		29-02269 / 20.0			
			SW	NW		LEW, FRANK		29-04045 / 16.0			
			SW	NW		ALBRECHT, GORDON		29-04169 / 5.0			
			SW	NW		ALBRECHT, GORDON		29-07188 / 6.0			
09S	36E	22	SE	NW		JOLLEY, EDWARD B	A29-04045A / 4.0	- /			
			SE	NW		ALLEN, VIRGINIA B	A29-04252 /	29-04252 /			
			SE	NW		CLARK, SHERRY	A29-04169A / 6.0	- /			
			SE	NW		SCOTT, ELOISE A	29-04252 /	- /			
			SE	NW		DANGERFIELD, M CRAIG	A29-12128 / 2.0	- /			
			SE	NW	8	LOFTIS, DAWN L	A29-10711 /	- /			
			SE	NW	8	LOFTIS, DAWN L	29-10711 /	- /			
			SE	NW	8	LOFTIS, DAWN L	A29-02269A / 3.0	- /			
			SE	NW		LEW, FRANK		29-04045 / 4.0			
			SE	NW		ALBRECHT, GORDON		29-04169 / 6.0			
			SE	NW		ALBRECHT, GORDON		29-07188 / 3.0			
			SE	NW	8	ROWE, TRUMAN		29-00433 /			
			SE	NW	8	ROWE, TRUMAN		29-00434 /			
			SE	NW	8	BISHOFF, FRED R.		29-02269 / 25.0			
09S	36E	22	NE	SW		JOLLEY, EDWARD B	A29-04045A / 3.0	- /			
			NE	SW		ALLEN, VIRGINIA B	A29-04252 /	29-04252 /			
			NE	SW		SCOTT, ELOISE A	29-04252 /	- /			
			NE	SW	4	HALL, JANICE	A29-11560 / 4.5	- /			
			NE	SW		LEW, FRANK		29-04045 / 5.0			

ADDITIONAL POU FOUND

TOTAL ACRES

A29-04045A

12.00

14.00

POU COUNTY: BANNOCK

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N()

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A29-04045A	MARSH CREEK	JOLLEY, EDWARD B	0.240	0.020		
A29-02269A	MARSH CREEK	LOFTIS, DAWN L	0.130	0.024		
A29-04169A	UNNAMED STREAM	CLARK, SHERRY	0.220	0.036		
A29-11560	SLOUGH	HALL, JANICE	0.600	0.020		
A29-12128	MARSH CREEK	DANGERFIELD, M CRAIG	0.100	0.050		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A29-04045A	STOCKWATER	JOLLEY, EDWARD B	FROM 01-01 TO 12-31	0.020 CFS	
A29-10854	STOCKWATER	GARDNER, VERN D	FROM 01-01 TO 12-31	0.020 CFS	
A29-10854	DOMESTIC	GARDNER, VERN D	FROM 01-01 TO 12-31	0.040 CFS	
29-10854	STOCKWATER	GARDNER, VERN D	FROM 01-01 TO 12-31	0.020 CFS	
29-10854	DOMESTIC	GARDNER, VERN D	FROM 01-01 TO 12-31	0.040 CFS	
A29-04252	STOCKWATER	ALLEN, VIRGINIA B	FROM 01-01 TO 12-31	0.050 CFS	
A29-04252	DOMESTIC	ALLEN, VIRGINIA B	FROM 01-01 TO 12-31	0.040 CFS	
29-04252	STOCKWATER	SCOTT, ELOISE A	FROM 01-01 TO 12-31	0.050 CFS	
29-04252	DOMESTIC	SCOTT, ELOISE A	FROM 01-01 TO 12-31	0.040 CFS	
A29-10711	STOCKWATER	LOFTIS, DAWN L	FROM 01-01 TO 12-31	0.020 CFS	
A29-10711	DOMESTIC	LOFTIS, DAWN L	FROM 01-01 TO 12-31	0.040 CFS	
29-10711	STOCKWATER	LOFTIS, DAWN L	FROM 01-01 TO 12-31	0.020 CFS	
29-10711	DOMESTIC	LOFTIS, DAWN L	FROM 01-01 TO 12-31	0.040 CFS	

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: NONE

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y() N()

JUN 04 2001

Log for claim A29-04045A

Spatial Dynamics LTD

7/13/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s36e	22	SWNE	0	0.1	
09s36e	22	SWNW	5	5.4	
09s36e	22	SENE	4	5.5	
09s36e	22	NESW	3	0	Acreage found in NWSW qq.
09s36e	22	NWSW	0	1	

Totals:

12

12

should be
29-02269

DATE: 04/27/00
PAGE: 100

Stage: STATUTORY CLAIM

BANNOCK County

SE

TOTAL ACRES	12.0
-------------	------

Audit: 03/29/90 HAUMANN 01/04/94 THOMPSON 03/29/95 POST-STD

State of Idaho License and Certificate of Water Right

Water License No. 40068

Amount: Two (2) cusecs

Water District No. 1

Priority: April 24, 1947

THIS IS TO CERTIFY that FRED B. BIRCHOFF

of McCammon, Idaho

made application for a permit to appropriate public waters of the State of Idaho, dated April 24, 1947, that Permit No. 40068 was issued under said application, that Certificate of Completion of works, with a carrying capacity of 2.5 cusecs, was issued thereunder on March 28, 1953, showing that said works were completed on the 15th day of March, 1953, and that on the 5th day of May, 1953

FRED B. BIRCHOFF

of McCammon

State of Idaho

State Reclamation Engineer

drawn

tributary of Foranburg River

made proof to the satisfaction of the State of Idaho of the right to use the waters of said river for the purpose of irrigation

under Use Permit No. 80-65

of the Department of Reclamation

and that said right to the use of said waters has been perfected in accordance with the laws of Idaho and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

of Licenses at page 4957 on the 22nd day of July, 1953

The right hereby confirmed dates from April 24, 1947

The Point of Diversion is located in the NW 1/4, SW 1/4, Sec. 18, T. 9 N., R. 34 E., J. M. Hancock, Grant

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed Two (2) cusecs per second.

Description and location of use

Tract	Range	Sec.	Part of Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
SW 1/4	34 N.	18	Part of SW 1/4, Lot 8, Lot 9, Lot 10	125	100
Number of Acres Actually Irrigated					100

The right to the use of the waters aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

22nd day of July, 1953

MARK R. KULP

State Reclamation Engineer

(REAL)

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. 20063

This proof is for Beneficial use

In Water District No. 100

1. Name of applicant Fred K. Bishoff, McCall, Idaho
2. Source of water supply: Marsh Creek
3. Location of point of diversion: Is in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T. 2 S., R. 36 E., County of Blaine

4. Describe works as they exist, giving dimensions and capacities of same: Two Fairbanks Morse 440 centrifugal pumps. Delivery into a 6" steel pipe for each. These combine into a 12" underground line, part concrete and part steel pipe. Fifty feet lift, then drift out into Two Fairbanks Morse 7 1/2 hp. Motors, 1 phase, 60 cycles, 220 V., 17.5 A.M.P. Nonjacking with pumps. Pump house wood construction. 5' x 8' x 8' concrete floor.

5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: Yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

Lots 8, 9 and 10 Section 22,
That portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22, and that portion of the R $\frac{1}{2}$ E $\frac{1}{2}$ Section 21,
lying East of the County road,
All in Township 2 South, Range 36 East, B. M.

See Map.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? Snake River

Remarks:

Crops are hay & grain. Dairy.

This examination was made on the 9th day of July, 1912

(Signed) E. H. Humphrey, Engineer

20063

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 29-2269E
Date Received: 8/6/2001
Receipt No: M006424
Received By: DK

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**



1. Name of Claimant(s)

EDWARD B JOLLEY Phone: (208)254-3215

9546 S MARSH CREEK RD
MC CAMMON ID USA 83250

CHRISTINE M JOLLEY Phone: (208)254-3215

9546 S MARSH CREEK RD
MC CAMMON ID USA 83250

2. Date of Priority: 04/24/1947

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
09S	36E	22	NW NE SW	BANNOCK	

5. Description of diverting works:

23 hp diesel pump-- sprinklers

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	04/01	10/31	0.24	
STOCKWATER	01/01	12/31	0.02	

7. Total Quantity Appropriated is:
0.24 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

PROFILE

SCANNED

DEC 30 2005

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	22	SW	NW	IRRIGATION	5
			SE	NW	IRRIGATION	4
			NE	SW	IRRIGATION	3
					Section Acres	12
					Total Acres	12

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: License

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:

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this

of _____ 20____

Notary Public

Residing at _____

My commission Expires _____

SCANNED

IDAHO DEPARTMENT OF WATER RESOURCES 09/18/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: EDWARD B JOLLEY
9546 S MARSH CREEK RD
MC CAMMON ID 83250

CHRISTINE M JOLLEY
9546 S MARSH CREEK RD
MC CAMMON ID 83250

SOURCE: MARSH CREEK TRIBUTARY: PORTNEUF RIVER
QUANTITY: 0.24 CFS
PRIORITY DATE: 04/24/1947
POINT OF DIVERSION:

T09S R36E S22 NWSW Lot 9 Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.240 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R36E S22	SWNW	5.5	T09S R36E S22 Lot 8 SENW	5.5
T09S R36E S22 Lot 9 NWSW		1.0		

12 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: License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.
PROPERTY IS ALSO KNOWN AS LOT 7, GREEN VALE.

WAS A79-04045A

IDWL - DAVE CARLSON
900N. Skyline Dr
MARSH Idaho Falls, Id 83402

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 29-2269E
Date Received: 8/6/2001
Receipt No: M006424
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

EDWARD B JOLLEY Phone: (208)254-3215

9546 S MARSH CREEK RD
MC CAMMON ID USA 83250

CHRISTINE M JOLLEY Phone: (208)254-3215

9546 S MARSH CREEK RD
MC CAMMON ID USA 83250

2. Date of Priority: 04/24/1947

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
09S	36E	22	NW NE SW	BANNOCK	

5. Description of diverting works:

23 hp diesel pump-- sprinklers

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	04/01	10/31	0.24	
STOCKWATER	01/01	12/31	0.02	

7. Total Quantity Appropriated is:
0.24 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	22	SW	NW	IRRIGATION	5
			SE	NW	IRRIGATION	4
			NE	SW	IRRIGATION	3
Section Acres						12
Total Acres						12

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: License

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): [Signature] Date: 8-8-2001
 _____ Date: _____

State of Idaho)
 County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this
 of Aug 8 2001

[Signature]

Notary Public

Residing at Rigby, Id
 My commission Expires 2/26/2002





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

RECEIVED

DATE OF CLOSING: Aug 2, 1993

NOV 05 1993

LEGAL DESCRIPTION OF PROPERTY: Township 09 S Range 36 E
Section 22, 1/4 of 1/4 of 1/4 Govt. Lot
Lot 7, Block, Subdivision/Townsite Green Vale
If you have additional legal descriptions, please attach separate sheet.

RECEIVED

[] 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) JAN - 3 1994

[] Water Right Number(s)
Assigned by IDWR: A 29-04045-A OK AT

Department of Water Resources
Eastern District Office

[] Name and Address of Former Owner/Claimant(s)(Seller): Don Gardner / Vern Gardner (Deceased)
9546 S. Marsh Crk Rd

[] New Owner/Claimant (Purchaser): McCammon, ID 83250
Edward B. and Christine M. Solley

[] New Mailing Address: 9546 S. Marsh Crk Rd
McCammon, ID 83250

[] New Telephone Number: (208) 254 - 3215

[] 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:
12 acre claim

[] Attach proof of ownership, describe proof attached: Copy of Deed of Trust
(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) Ed B. Solley Date 7 Sept 93
Christine M. Solley Date 7 Sept 93

[] Signature of Former Owner/Claimant(s): Don Gardner Date 10-31-93
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

APR 12 1994

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

1913

Warranty Deed

RECEIVED

JAN - 3 1994

Department of Water Resources
Eastern District Office

For Value Received

DON GARDNER AND NEVA GARDNER, HUSBAND AND WIFE.

93012192

the grantor, do hereby grant, bargain, sell and convey unto

EDWARD B. JOLLEY AND CHRISTINE M. JOLLEY, HUSBAND AND WIFE.

whose current address is

9546 S. MARSH CREEK ROAD, MCCAMMON, ID 83245

the grantee, the following described premises, in

BANNOCK

County Idaho, to wit:

LOT 7, GREEN VALE, BANNOCK COUNTY, IDAHO. AS THE SAME APPEARS ON THE
OFFICIAL PLAT THEREOF. FILED IN THE OFFICE OF THE COUNTY RECORDER OF
BANNOCK COUNTY, IDAHO.SUBJECT TO: ALL existing patent reservations, easements, rights of way, protective covenants, zoning
ordinances and applicable building codes, laws and regulations.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor do hereby covenant to and with the said
Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 2, 1993

Don Gardner
DON GARDNERNeva Gardner
NEVA GARDNER

JUN 04 2001

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

Renumbered to A29-2269E

Ident. Number: A29-04045A

Date Received: 3/29/1990

Receipt No: M006424

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: EDWARD B JOLLEY
Address: 9546 S MARSH CREEK RD
MC CAMMON ID

208-254-3215

83250

AND

Name: CHRISTINE M JOLLEY
Address: 9546 S MARSH CREEK RD
MC CAMMON ID

208-254-3215

83250

2. Date of Priority: JUN 18, 1902

3. Source: MARSH CREEK

Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	22	NW	NE	SW		BANNOCK

5. Description of diverting works:
23HP DIESEL ENGINE PUMP, TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.240		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is 30.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/7 HORSES.

MICROFILMED

APR 12 1994

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
09S	36E	22	SW		NW		IRR	5.0
			SE		NW		IRR	4.0
			NE		SW		IRR	3.0
							Section Acres	12.0
							Total Acres	12.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:
SOURCE PREVIOUSLY KNOWN AS COTTONWOOD CREEK

15. Basis of Claim: STATUTORY CLAIM

MICROFILMED

APR 12 1994

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: A29-04045A
Date Received: 3/29/1990
Receipt No: M006424
Received By: RWT

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: VERN D. GARDNER
Address: 9546 S. MARSH CREEK RD
MC CAMMON, ID

208-254-3831

83250

2. Date of Priority: JUN 18, 1902

3. Source: MARSH CREEK

Trib. to: MARSH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	22	NW	NE	SW		BANNOCK

5. Description of diverting works:
23HP DIESEL ENGINE PUMP, TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.240		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is 30.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/7 HORSES.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	36E	22	SW	NW		IRR	5.0
			SE	NW		IRR	4.0

A29-04045A

Page 1

Date: 03/29/90

MICROFILMED
DEC 09 1992

A2904045A



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	22	NE SW		IRR	3.0

Section Acres 12.0

Total Acres 12.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:

SOURCE PREVIOUSLY KNOWN AS COTTONWOOD CREEK

15. Basis of Claim: STATUTORY CLAIM

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: one

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): Vern O. Jordan Date: March 29, 1990

Date: _____

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 29th day
of March 19 90

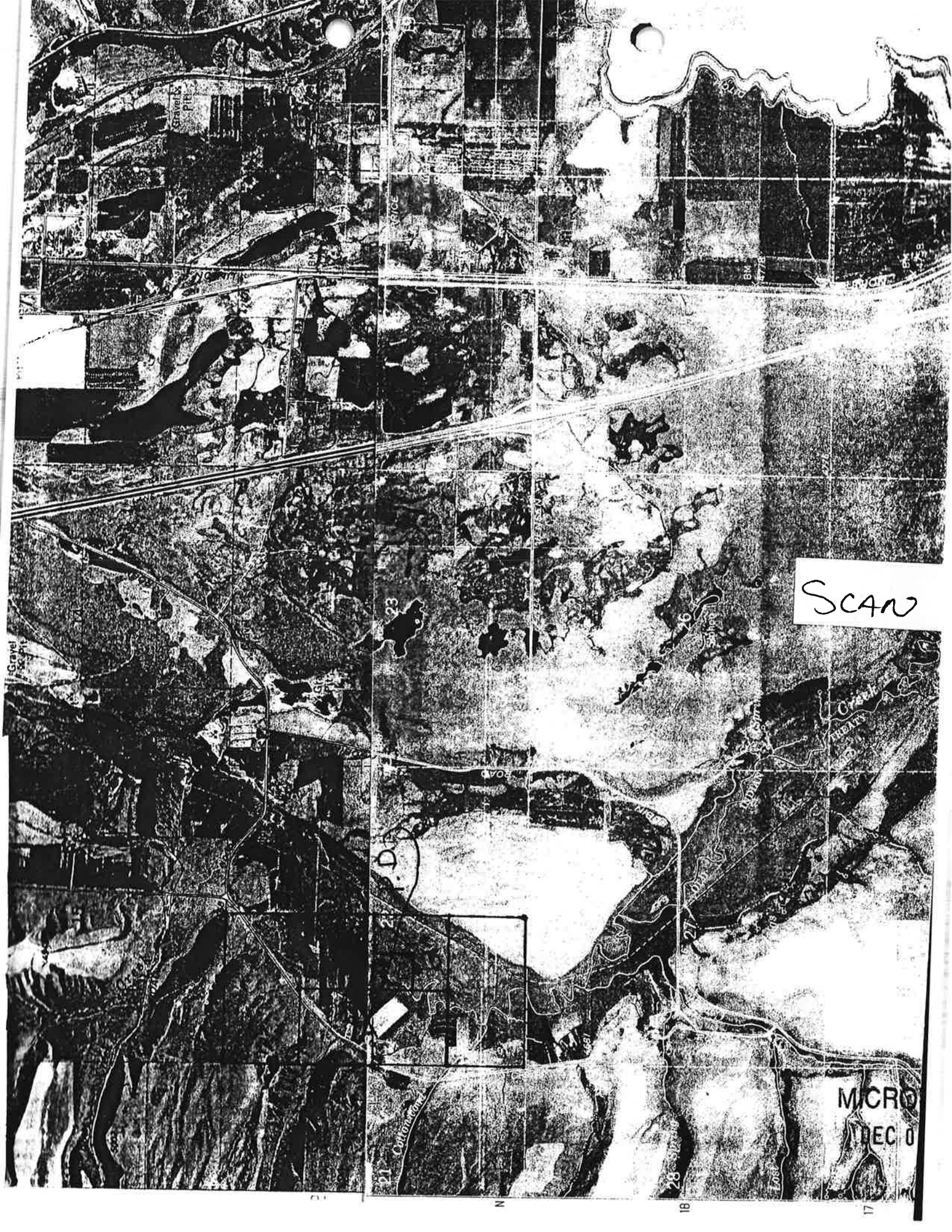
Carter Fritschle
Notary Public

Seal

Residing at _____

My Commission Expires Carter Fritschle, Notary Public
Residing at Eagle, Idaho

My commission Expires March 21, 1994



SCAN

MICRO
DEC 0