

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: A36-02612
Date Received: 4/02/1990
Receipt No: S011758
Received By: _____

DATA ENTERED BY SCC
DATE 4-3-90

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHARLES P. MARSHALL 208-324-4315
Address: P.O. BOX 288
JEROME, ID 83338

2. Date of Priority: MAY 06, 1965

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	17E	11	NE	NE	NE		JEROME

5. Description of diverting works:
20"X 543' WELL, 450 HP PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.640		

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

8. Total consumptive use is 942.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08S	17E	11	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

Section Acres 160.0

A36-02612

Page 1

Date: 04/03/90

MICROFILMED
JAN 28 1993

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
08S	17E	12	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	37.0
			SE		NW		IRR	37.0

Section Acres 154.0

Total Acres 314.0

11. Place of use in counties: JEROME

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

13. Other Water Rights Used:
A36-07906

14. Remarks:

15. Basis of Claim: LICENSE
Water Right Number: 32355

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 _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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 A36-02612
Date Received _____
Receipt Number 5011758

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

APR 2 1990

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) Charles P. Marshall Phone (208) 324-4315
Mailing Address P.O. Box 288, Jerome, Idaho Zip 83338
2. Date of Priority (Only one (1) per claim) May 6, 1965
3. Source of water supply (a) groundwater
which is tributary to (b) _____
4. a. Location of existing point of diversion is: Township 8 S. Range 17E Section 11 ,
_____ 1/4 of NE 1/4 of NE 1/4 , Govt. Lot, _____ B.M., County of Jerome
Additional points of diversion if any: _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____ , _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____ , _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates , Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. 20" well - 543 feet deep - water level at 475 Ft.
450 H.P. pump and motor, mainline, wheelines and handlines.

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from Mar 15 to Nov 15 amount 3.64 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 3.64 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 942 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
8S	17E	11	40	40	40	40													160
8S	17E	12					40	40	37	37									154

Total number of acres irrigated 314

11. In which county (ies) are lands listed above as place of use located? Jerome

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
License 36-7096 or None ()

14. Remarks:

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Last Name Marshall Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

813 R 17E WELL

SEC 14 SEC 12

MICROFILMED
JAN 28 1993

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____

Decree _____

If applicable provide IDWR Water Right Number License No. 36-2612

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) x Charles S. Marshall Date x March 28, 1990

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____ Title _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Jerome) SS.

Subscribed and sworn (or affirmed) before me this 28th day of March 19 90

SEAL

Notary Public Marie Lickley

Residing at 255 S. 500 E. Jerome, ID 83338

My Commission Expires July 5, 1994

Please Print Name Marie Lickley

17. Notice of Appearance:

Notice is hereby given that I, Roger D. Ling will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Roger D. Ling

Address P.O. Box 396, Rupert, Idaho 83350

Date March 26, 1990

MICROFILMED
JAN 28 1993

Last Name Marshall Ident. Number _____

Copies White-State, Yellow-Claimant



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. E, Twin Falls, Idaho 83301

(208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

.Apr. 6, 1990

C J MARSHALL
P O BOX 288
JEROME ID 83338

Dear Claimant(s):

A36-07908
A36-02612
A36-07906
Re: A36-14661
A36-04087
A36-04089
A36-02439
A36-02187
A36-02301
A36-02186

Please review the computer generated claim(s) for accuracy. In a few instances clarifications may have been added by the Department at the time of data entry. If you have any questions or objections regarding the computer record of your claim(s), please contact this office.

Yours truly,

Judy Givens
Adjudication Secretary

/jg

Enclosures:

MICROFILMED
JAN 28 1993

A36-14784
ROGER D. LING
P.O. BOX 396

PAGE 2

A36-04087
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-07908
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14785
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02100
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14787
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-07139
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-04089
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02301
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02612
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-13530
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14788
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

RUPERT ID 83350

A36-02141
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02446
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-13529
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-07356
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-07906
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02221
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14661
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-07920
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14648
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02062
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

MICROFILMED
JAN 28 1993

A36-07904
ROGER D. LING
P.O. BOX 396

PAGE 3

A36-14807
ROGER D. LING
P.O. BOX ,

RUPERT ID 83350

RUPERT ID 83350

A36-02186
ROGER D. LING
P.O. BOX 396

A36-14649
ROGER D. LING
P.O. 396

RUPERT ID 83350

RUPERT ID 83350

A36-02400
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02187
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02099
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-14783
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-13527
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02143
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02447
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

A36-02142B
ROGER D. LING
P.O. BOX 396

RUPERT ID 83350

MICROFILMED
JAN 28 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

18-Jul-1990 13:51

A36-02439 *
ROGER D. LING
P.O. BOX 396

RUPERT

ID 83350

RE: Field examination of a water right claimed
in the Snake River Basin Adjudication

Dear Counselor,

The field staff of this agency may need to conduct water right field examinations of your client's water right claim(s) during the coming season. The field examiner may be visiting your client's property to obtain information necessary to verify the water use.

If a field exam is necessary your client will be contacted directly about the examination unless you contact us otherwise. If you wish to accompany your client at the time of any field examination, or if you have any questions regarding the field examination, you may contact this office.

Sincerely,

Allen Merritt, P.E.
Water Rights Supervisor

*See attached pages for other Water Right Numbers

MICROFILMED
JAN 28 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

January 17, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MARTIN FARMS CO
670 E 170 N
JEROME ID 83338

RE: Decreed Water Right 36-2612A, 36-2612B, 36-2608, 36-2577,
36-2386, 36-7906A, 36-7906B, 36-11149, 36-11150
Change of Address Notification

Dear Water Right Holder:

Thank you for notifying us of your change in address on the water
right referenced above. Our records have been updated accordingly.

If you have any questions, please feel free to contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

DIRK KEMPTHORNE
GOVERNOR

KARL J DREHER
DIRECTOR

RECEIVED

DEC 31 2001

Department of Water Resources
Southern Region

CHANGE IN ADDRESS

☐ Water Right Number(s):

36-02612B, 36-02612A
36-02608; 36-02577; 36-02386;
36-07906A; 36-07906B 36-11149
36-11150

☐ Old Mailing Address:

201 East Ave. A
Jerome, ID 83338

☐ New Mailing Address:

670 East 170 North
Jerome, ID 83338

☒ New Telephone Number:

(208) 324-8236

☒ Signature of Claimant(s):

Kristi L. Heidemann
President for Martin Farms Co.

Date:

4-12-01

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:
1/8/02	puwett

Log for claim 36-02612

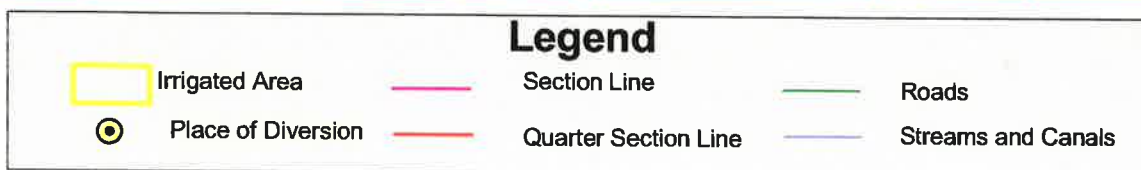
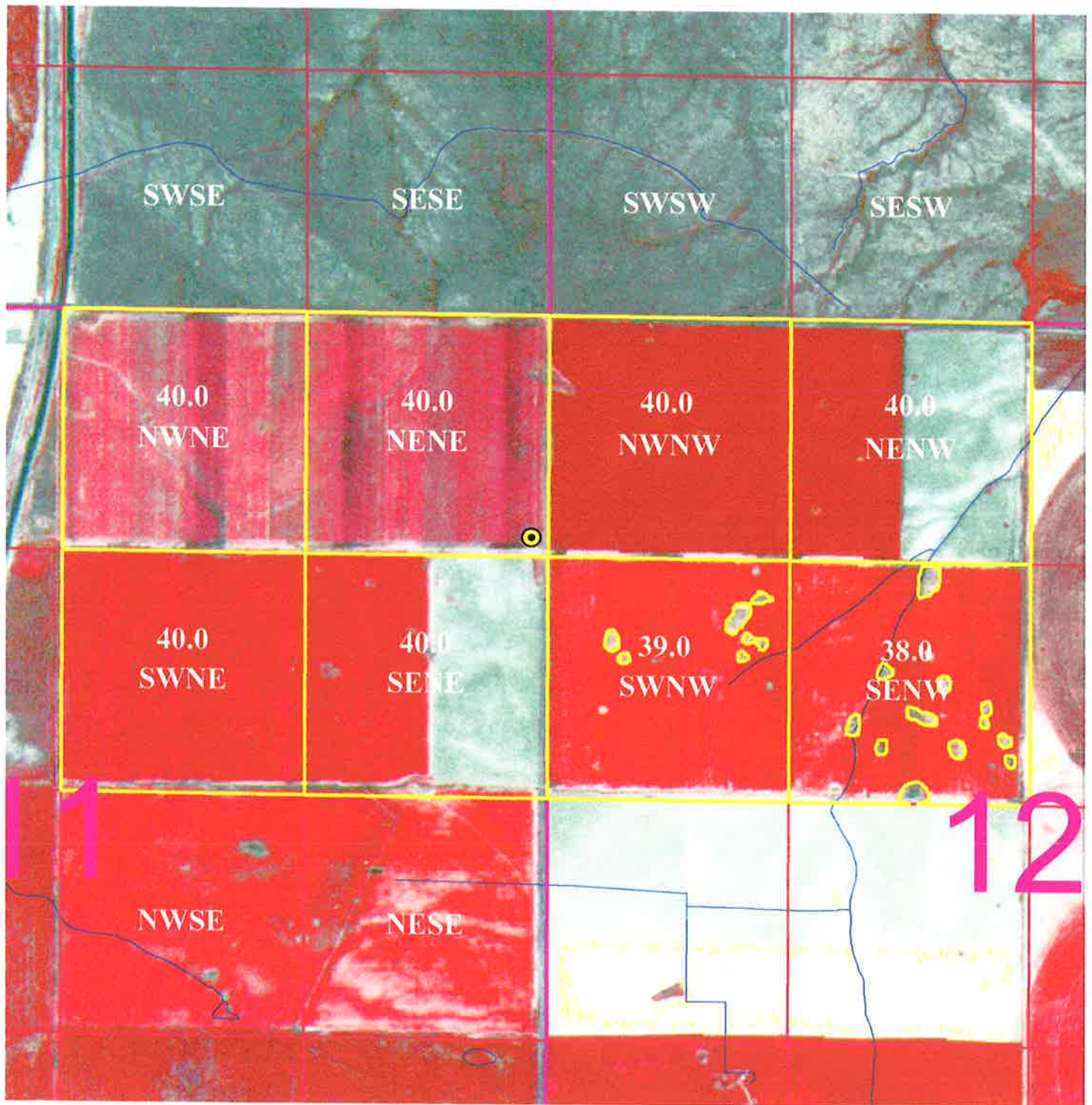
Spatial Dynamics LTD

9/4/01

TR	SEC	QQ	Acres Recommended	Acres Shaped	COMMENT
08s17e	11	NENE	40	40	
08s17e	11	NWNE	40	40	
08s17e	11	SWNE	40	40	
08s17e	11	SENE	40	40	
08s17e	12	NENW	40	40	
08s17e	12	NWNW	40	40	
08s17e	12	SWNW	37	39	
08s17e	12	SENW	37	38	
Totals:			314	317	

Water Right Claim Number 36-02612
Township , 8S17E

09/04/2001



700 0 700 1400 Feet



COPY

200 JUN 23 PM 1: 57

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

) SUBCASE NO. 36-02612, 36-02612A,
) 36-02612B

) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: I.C. § 42-222 TRANSFER

An Administrative Proceeding pursuant to I.C. § 42-222 has been completed. The following changes have been made to the water right(s):

☐ Change in Ownership	☒ Split of Water Right
☒ Point of Diversion	☒ Place of Use
☒ Period of Use	☒ Nature of Use

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

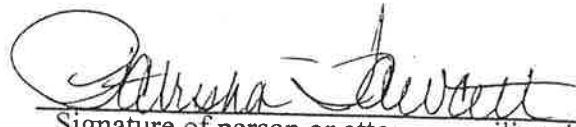
Dated: 6/22/00

T. Douglas Jones
Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 6/23, 2000, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Martin Farms Co
201 E Ave A
Jerome ID 83338
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

AJ5859NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: JUN-21-2000

PAGE: A-3

RIGHT NUMBER:

36-02612

SEE NOS. 36-02612A AND 36-02612B.

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: JUN-21-2000

PAGE: A-1

RIGHT NUMBER: 36-02612A

NAME & ADDRESS: MARTIN FARMS CO
919 19TH AVE E
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 2.74 CFS

USE OF THIS RIGHT WITH RIGHT NO. 36-07906A IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 3.09 CFS AND A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 936 AF.

PRIORITY DATE: 05/06/1965

POINT OF DIVERSION: T08S R17E S11 SENENE Within JEROME County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04-01 10-31	2.74 CFS

PLACE OF USE:	IRRIGATION	Within JEROME County
	T08S R17E S11	NENE 40 NWNE 40
	S12	NENW 40 NWNW 40
	234 ACRES TOTAL	SWNW 37 SENW 37

USE OF THIS RIGHT WITH RIGHT NO. 36-07906A IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 234 ACRES IN A SINGLE
IRRIGATION SEASON.

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 - DECREE

RIGHT NO. 36-07906A IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: JUN-21-2000
PAGE: A-2

RIGHT NUMBER: 36-02612B
NAME & ADDRESS: MARTIN FARMS CO
201 EAST AVE A
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 0.9 CFS
208.1 AFY

USE OF THIS RIGHT WITH RIGHT NO. 36-07906B IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.01 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 233.5 AF.

PRIORITY DATE: 05/06/1965

POINT OF DIVERSION: T08S R17E S11 SENE Within JEROME County

TWO POINTS OF DIVERSION LOCATED IN T08S, R17E, S11, SENE.

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.9 CFS
	COMMERCIAL	01-01 12-31	202.3 AFY
			0.9 CFS
			5.8 AFY

THE WATER USED FOR COMMERCIAL PURPOSES UNDER THIS APPROVAL IS
APPLIED TO AND IRRIGATES LAND ADJACENT TO THE PLACE OF USE
DESCRIBED ABOVE TO SATISFY WATER QUALITY REQUIREMENTS. WATER
SHALL NOT IRRIGATE GROWING PLANTS UNLESS THE WATER IS FIRST
BENEFICIALLY USED IN THE DAIRY AS AUTHORIZED BY THESE WATER
RIGHTS.

PLACE OF USE: STOCKWATER Within JEROME County
T08S R17E S11 SWNE SENE

Place of use for COMMERCIAL is same as STOCKWATER

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 - LICENSE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 23, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MARTIN FARMS INC
201 E AVE A
JEROME ID 83338

RE: SRBA Claim(s) 36-02612, 36-07906 - SPLITS

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5307
WATER RIGHT NO(S). 36-02612B/36-07906B

RECEIVED

AUG 10 1999

Department of Water Resources
Southern Region

This is to certify that: MARTIN FARMS CO
201 EAST AVE A
JEROME ID 83338

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 36-02612B :			
STOCKWATER	01/01 to 12/31	0.90 CFS	202.3 AF
COMMERCIAL	01/01 to 12/31	0.90 CFS	5.8 AF
Priority: 05/06/1965			
SUBTOTAL:		0.90 CFS	208.1 AF
Right No. 36-07906B :			
STOCKWATER	01/01 to 12/31	0.11 CFS	24.7 AF
COMMERCIAL	01/01 to 12/31	0.11 CFS	0.7 AF
Priority: 03/26/1980			
SUBTOTAL:		0.11 CFS	25.4 AF
TOTAL:		* 1.01 CFS	* 233.5 AF

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

SENE , Sec. 11, Township 08S, Range 17E
JEROME County

PLACE OF USE: STOCKWATER

TWN RGE SEC

08S 17E 11

SWNE

SENE

PLACE OF USE: COMMERCIAL, same as STOCKWATER use

TRANSFER NO. 5307
WATER RIGHT NO(S) . 36-02612B/36-07906B

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. The right holder shall measure and annually report diversions of water and/or other pertinent hydrologic and system information as required by Section 42-701, Idaho Code.
3. Use of water under this approval shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.
4. The dairy operation authorized under this approval shall comply with applicable county zoning and use ordinances.
5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. The total instantaneous diversion of water from all points of diversion under Transfer 5307 shall not exceed 1.01 cfs, nor a total combined annual volume of 233.5 af.
8. The water used for commercial purposes under this approval is applied to and irrigates land adjacent to the place of use described above to satisfy water quality requirements. Water shall not irrigate growing plants unless the water is first beneficially used in the dairy as authorized by these water rights.

9. Two points of diversion are located within SENE, S11, T08S, R17E.

Dated this 6th day of August, 1999.

[Signature]
Chief, Water Allocation Bureau

MEMORANDUM

TO: Files 36-02612 & 36-07906

FROM: Pam Skaggs ^{PS}/State Office

SUBJECT: Transfer 5307

DATE: July 28, 1999

Transfer 5307 adds and changes points of diversion, changes the place, nature and season of use under portions of Rights 36-02612 and 36-07906. The applicant is removing 80 acres from irrigation to provide for stockwater and commercial uses at a dairy to be developed on-site.

Two new wells will be constructed to serve the dairy, and season of use was adjusted to year round for dairy purposes. The place of use includes both quarter-quarters where acres have been removed from irrigation. The dairy and stock use was identified on the application map and in the remarks as being located on the retired acres. No expansion of use occurs through this transfer.

Recommended conditions include drilling permit requirements, measuring & annual reporting, water quality, county zoning, maximum diversion limits, land application and standard transfer conditions.

<u>Change in Nature of Use Evaluation</u>				
	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div. Vol./C.U. Vol.</u>
36-02612	3.64 cfs	IRR	314.0 acres	(1256.0 afa/942.0 afa)
36-07906	0.46 "	"	" "	(224.5 " /224.5 ")
	4.10 cfs	IRR	314.0 acres	1256.0 afa/942.0 afa
36-02612A	2.74 cfs	IRR	234.0 acres	(936.0 afa/702.0 afa)
36-07906A	0.35 "	"	" "	(170.8 " /170.8 ")
	3.09 cfs	IRR	234.0 acres	936.0 afa /702.0 afa
36-02612B	0.90 cfs	STOCK/COMM	(80.0 acres)	208.1 afa/208.1 afa
36-07906B	0.11 "	" "	(80.0 ")	25.4 " / 25.4 "
	1.01 cfs	STOCK/COMM	(80.0 acres)	233.5 afa/233.5 afa
Parts A & B	4.10 cfs	IRR & Dairy	234.0 acres	1169.5 afa/935.5 afa

COPY

1997 MAY -2 PM 1:53

DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS

SUB CASE NO. 36-02612, 36-07906

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

FROM: Claimant/Seller(s):

Name and Address of Claimant/Seller(s):

Charles P Marshall
159 N Rd
Jerome ID 83338

TO: Claimant/Purchaser(s):

Name and Address of Claimant/Purchaser(s):

Martin Farms Co
919 19th Ave E
Jerome ID 83338

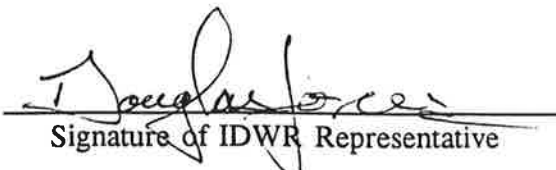
Phone:

Phone: 324-5951

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 5/2/97


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 5-2, 1997, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Roger D Ling
Ling Nielsen & Robinson
PO Box 396
Rupert ID 83350
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Martin Farms Co
919 19th Ave E
Jerome ID 83338
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: MAY-2-1997

PAGE: A-1

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 36-02612

NAME & ADDRESS: MARTIN FARMS CO
919 19TH AVE E
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 3.64 CFS

USE OF THIS RIGHT WITH RIGHT NO. 36-07906 IS LIMITED TO A TOTAL
COMBINED DIVERSION RATE OF 4.1 CFS AND A TOTAL COMBINED ANNUAL
DIVERSION VOLUME OF 1256 AF.

PRIORITY DATE: 05/06/1965

POINT OF DIVERSION: T08S R17E S11 SENENE Within JEROME County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	Irrigation Season	3.64 CFS
			1256.0 AFY

PLACE OF USE:	IRRIGATION	Within JEROME County			
	T08S R17E S11	NENE 40.0	NWNE 40.0	SWNE 40.0	SENE 40.0
	S12	NENW 40.0	NWNW 40.0	SWNW 37.0	SENW 37.0
	314.0 ACRES TOTAL				

USE OF THIS RIGHT WITH RIGHT NO. 36-07906 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 314 ACRES IN A SINGLE
IRRIGATION SEASON.

CONSUMPTIVE USE:

USE OF THIS RIGHT WITH RIGHT NO. 36-07906 IS LIMITED TO A TOTAL
COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 942 AF.EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE
RIGHT NO. 36-07906 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

May 2, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MARTIN FARMS CO
919 19TH AVE E
JEROME ID 83338

RE: SRBA Claim(s) 36-02612, 36-07906

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Roger D Ling

Records
no obj

**STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES**

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): _____
 Adjudication Claim No(s): 36-07906 ▽ 36-02612

2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant CHARLES P. MARSHALL
159 N ROAD Jerome, ID 83308

4. New Owner/Claimant(s) MARTIN FARMS Co
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 919 18th AVE E
 City, State and ZIP Code Jerome ID 83308
 New Telephone Number (208) 324-5951

5. Date you acquired the property 11/1/97

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 305 Number and type of stock _____
 Diversion rate in CFS 4.10 Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) MARTIN FARMS Co
By Kenneth Ellington Pres.
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

136 NHEL

16 NHEL
503 NHEL

T530
2272-1-2

76 NHEL

75 NHEL

75 NHEL

75 NHEL

T628
226-2-2

96 39

25 65 NHEL 63 3

5 3 NHEL

meas

Claimant Acknowledgement of Change in Attorney
in Snake River Basin Adjudication (SRBA)

Name(s) of Claimant (please print):

MARTIN FARMS Co

I/we acknowledge (check one):

☒ The attorney formerly representing me has withdrawn and I/we will be representing myself/ourselves.

☐ I/we are now represented by the attorney at the address below.

Attorney's Phone _____

The SRBA water right claim notice(s) affected by this change are listed below or on the attached sheet(s).

36-07906 _____

36-02612 _____

For Individuals:

Authorized signature(s) Date 4/1/97

Kimberly M. Martin

For Organizations:

I am President of MARTIN FARMS Co, and I

Title

Organization

have signed the foregoing document in the space below as

_____ of _____

Title

Organization

Signature of Authorized Agent _____

Title _____ Date _____

Organization _____

IDWR Use:

Date Received _____

Data Entry _____

Revised Date 4-03-92

**AGREEMENT FOR SALE AND PURCHASE
OF REAL AND PERSONAL PROPERTY
AND
AGREEMENT FOR EXCHANGE
OF REAL AND PERSONAL PROPERTY**

THIS AGREEMENT, made and entered into this 16th day of September, 1996, by and between CHARLES P. MARSHALL and VICKIE MARSHALL, husband and wife, hereinafter referred to as "MARSHALL", and MARTIN FARMS CO., INC., hereinafter referred to as "MARTIN", and NOTCH BUTTE FARMS, a partnership consisting of John T. Lezamiz and Robert and Kelley Shillington, husband and wife, hereinafter collectively referred to as "NOTCH".

W I T N E S S E T H:

WHEREAS, Marshall owns real property located in Jerome County, Idaho, more particularly described on Exhibit "A" attached hereto and personal property as more particularly described on Exhibit "B" attached hereto.

WHEREAS, Martin owns real property located in Jerome County, Idaho, more particularly described on Exhibit "C" attached hereto and personal property more particularly described on Exhibit "D" attached hereto.

WHEREAS, the parties wish to agree upon the purchase by Notch of the real and personal property owned by Marshall, and the conveyance to Notch of the real property and personal property now owned by Martin, and the conveyance to Martin of the real and personal property purchased from Marshall by Notch,

IT IS, THEREFORE, AGREED, in consideration of these premises, and the mutual promises and covenants hereafter contained, as follows:

SALE - MARSHALL TO NOTCH

1. **Sale:** Marshall does hereby agree to sell to Notch, and Notch agrees to purchase from Marshall, all that real property located in Jerome County, Idaho, more particularly described on Exhibit "A". Specifically included in this sale are all water share and all water rights affecting said real property, and all personal property described and listed on Exhibit "B".

2. **Purchase Price:** The total purchase price of the real property and personal property set forth above shall be the sum of FOUR HUNDRED SEVENTY-ONE THOUSAND AND NO/100 DOLLARS (\$471,000), due and payable as follows:

- (a) The sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000) on November 1, 1996; and
- (b) The balance of THREE HUNDRED NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$396,000), shall bear interest at the rate of 8.75% per annum beginning on November 1, 1996, and shall be payable as follows:
 - (1) On January 3, 1997, the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000); and
 - (2) On March 1, 1998, and thereafter on the 1st day of March in each year, the sum of FIFTY-TWO THOUSAND SIX HUNDRED SIXTY-FIVE AND 25/100 DOLLARS (\$52,665.25), until March 1, 2009, at which time all remaining principal and interest shall be due in full.

3. **Rental of Property:** Notch also agrees to rent all of the property described above beginning on September 16, 1996, until November 1, 1996, and agrees to pay as rent the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000), which shall be payable on January 3, 1997.

4. **Prepayment:** Notch may prepay in whole or in part, without penalty, any of the remaining purchase price described in paragraph 2(b) after April 1, 2001, but must give notice to Marshall not later than October 15 of the previous year of its intent to prepay. Any such prepayment shall first be applied to accrued interest and any balance to principal. Any prepayment shall not relieve Notch from making the next regular annual payment if any, as it shall become due.

5. **Possession Date:** Notch shall be let into and have possession of said premises after the 1996 crops have been harvested, but not later than November 1, 1996, and shall thereafter be entitled to remain in possession thereof, and have the use, issues, and profits thereof during the entire life of this Agreement, or until same shall have been terminated as herein provided. In the event Notch fails to perform this Agreement as herein provided, and Marshall serves notice of forfeiture upon Notch as hereinafter provided, then and in that event, unless Notch performs this Agreement within the time hereinafter provided, and as specified in the notice served upon Notch by Marshall, Notch will forthwith, and without delay, surrender and deliver up possession of said property to Marshall in a quiet and peaceable manner, and without suit or action.

6. **Personal Property:** Marshall owns certain personal property, to-wit: sprinkler/irrigation equipment, a complete description and listing of which is attached hereto as Exhibit "B", which all the parties hereto agree has a fair market value of ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$134,500). Martin owns certain personal property, including sprinkler/irrigation equipment, a complete description and listing of which is attached as Exhibit "D", which the parties agree has a fair market value of ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$134,500), free and clear of all liens and encumbrances.

7. **Exchange of Property/Substitution of Collateral:** After the purchase by Notch of the Marshall real and personal property, Notch intends to exchange said property with Martin as is more fully described hereinafter beginning at paragraph 30. Once said exchange of properties, real and personal, is affected, the obligations assumed herein by Notch and owed to Marshall shall be secured by the Martin real and personal property, which may hereinafter be referred to as "substitute collateral."

8. **Sprinkler Equipment:** Notch shall, at its own expense during the pendency of this Agreement, keep the sprinkler equipment on the Martin farm described in Exhibit "D" in a sound state of maintenance and repair. It is contemplated that Notch may replace, substitute and otherwise change the existing sprinkler system of pumps, motors and pivots, and related equipment. Notch may do so without prior approval of any of the parties so long as the substitute sprinkler equipment is of equal or greater value than that which is presently on the property.

9. **Security Interest:** Notch does hereby grant to Marshall a security interest in the sprinkler equipment which is more fully described in Exhibit "D", and in the event said sprinkler equipment is replaced with other sprinkler/irrigation equipment, Notch will grant to Marshall a security interest in the replacement sprinkler/irrigation equipment, which security interest shall secure the performance of this Agreement by Notch, which liens shall have a priority over all other liens or encumbrances on said equipment. Notch shall execute any security agreement, and financing statements necessary to secure said equipment or its replacement.

10. **Deeds & Escrows:** It is specifically understood and agreed that Marshall, on even date herewith, and as a part of this transaction, has executed a good and sufficient Warranty Deed to Notch for said premises, in accordance with the foregoing provisions of this Agreement, and Notch hereby approves said Deed as to form and content. Said Deed shall be delivered to Notch on the date of closing.

11. **Closing:** Closing of this transaction shall take place at the offices of Land Title and Escrow, Inc., Jerome, Idaho, on or before November 1, 1996, or such other

date as the parties may agree. All costs of closing shall be divided equally between the parties. Cost of the preparation of this Agreement shall be divided between the parties.

12. **Title Insurance; Title to be Conveyed:** At closing, Marshall shall, at its expense, provide a policy of title insurance insuring marketable title in the real property conveyed to Notch, in the sum of THREE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$336,500). The Warranty Deed to be executed by Marshall and delivered to Notch at closing shall convey title consistent with the provisions of this paragraph.

13. **Taxes and Assessments:** All taxes and assessments shall be prorated between the parties as of December 31, 1996. Notch shall pay all taxes and assessments levied and assessed against said premises after January 1, 1997, and thereafter, and Notch shall not allow said taxes and assessments or any part thereof to become delinquent. Marshall shall pay all taxes up through and including December 31, 1996.

14. **Insurance:** Notch agrees that it will insure and keep insured during the life of this Agreement, the buildings and sprinkler and irrigation equipment presently located on the Martin farm and described on Exhibit "D" against loss by fire and other casualty in the minimum amount of ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$134,500). In the event any of the sprinkler equipment is sold or exchanged, Notch agrees to keep the substitute sprinkler and irrigation equipment insured to at least said minimum amount. Such insurance policy shall have a loss payable clause payable to Marshall and Notch, as their respective interests may from time to time appear. Notch shall procure and provide to Marshall at closing a certificate of insurance in force, which certificate of insurance in force shall demonstrate the naming of Marshall as co-insured and which shall further provided that Marshall receive notice prior to cancellation of any fire and casualty insurance thus obtained. In the event of loss by fire or other casualty, both parties shall cooperate in making proof of loss promptly, and any insurance recovery shall be applied toward the restoration and repair of said damaged or destroyed buildings and improvements.

15. **Liens:** All liens of any kind or nature on the real property described on Exhibit "A" or upon the personal property described on Exhibit "B" shall be removed at the expense of Marshall at closing.

16. **Inspection:** Except as otherwise specially warranted herein, Notch acknowledges that it is acquiring the real and personal property described on Exhibit "A" and Exhibit "B" on the basis of its own knowledge and inspection of same and that it is not relying upon any representations made by Marshall, or by any servant or agent of Marshall, and that Notch is relying upon its own personal knowledge of the real property and personal property and that it knows the situation, character, quality and condition of the

real property and personal property, and of the quantity of land being acquired hereunder. Furthermore, Notch recognizes that it is acquiring the real property and personal property above-described "As Is", with no warranty or affirmation of fact made by Marshall or any person on their behalf, being a part of this transaction.

17. **Prohibition of Assignment; Due on Sale, Encumbrance:** Notch shall not, without the express written consent of Marshall, sell, transfer, convey or assign its interest in the real property described in Exhibit "A" to any third party other than Martin, nor shall Notch encumber said real property in any fashion whatsoever without first having obtained the prior written consent of Marshall, which consent shall not be unreasonably withheld.

18. **Maintenance & Repair:** Notch shall, at its own expense, during the pendency of this Agreement, keep the substitute collateral described in Exhibit "D" in a sound state of maintenance and repair.

19. **Non-Agency:** Notch shall not be deemed the agent of Marshall by virtue of any language or relationship established by this Agreement.

20. **Waste or Strip:** Notch shall commit no waste or strip and will permit no waste or strip to be committed on the real property used as substitute collateral described on Exhibit "C" during the life of this contract. Notch further agrees to keep such real property free from the presence of foul and/or noxious weeds during the term of this Agreement.

21. **Hazardous Substances:** Marshall warrants to Notch and Martin that to the best of Marshall's present knowledge, the real property described on Exhibit "A" is free from contamination from any hazardous substance or chemical in violation of any law, rule or regulation of the United States of America, the State of Idaho, or any agency, department, commission or instrumentality thereof. Marshall further warrants to Notch and Martin the absence of any buried fuel tank on such real property.

22. **Further Documentation or Actions:** Each of the parties agrees to execute such further documents and take such further actions as may be necessary to carry into effect the terms and conditions of this Agreement. On the date of closing, Notch shall cause to be executed and delivered to Marshall its Promissory Note for the balance due on the purchase price after closing as provided by paragraph 2 of this Agreement, and shall execute and deliver to Marshall a Mortgage on the real property being acquired by Notch by exchange, described in Exhibit "C" attached hereto, which Note and Mortgage shall be in the form of the form Note and Mortgage approved on the date of this Agreement. It is further understood and agreed that said Promissory Note and Mortgage, together with a

Satisfaction of Mortgage, shall be placed in escrow with Land Title and Escrow, Inc., for collection, as hereinafter provided.

23. **Attorneys Fees on Default:** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this Agreement.

24. **Notices:** Notices required under this Agreement shall be delivered to the parties at the following addresses, via United States mail, postage prepaid:

 Charles P. Marshall and Vickie Marshall
~~133 North Road~~ P.O. Box 288
Jerome, ID 83338

Notch Butte Farms
c/o John T. Lezamiz
133 Shoshone Street North
P. O. Box 389
Twin Falls, ID 83303-0389

25. **Integration:** The parties acknowledge that the terms, conditions and covenants of this Agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this Agreement, and that this Agreement and the Promissory Note and Mortgage shall be the final expression of the agreement of the parties and shall control. No modifications of this Agreement shall be valid unless in writing and executed by all the parties hereto.

26. **Escrow:** It is expressly understood and agreed by Marshall and Notch that upon the execution of this Agreement and at closing, the parties shall promptly deposit in escrow with Land Title & Escrow, Inc., of Jerome, Idaho, certain instruments and papers hereinafter named, to be held by the said Land Title & Escrow, Inc., as escrow holder, for collection of the balance due on said Promissory Note, subject to the terms and conditions of this Agreement. The papers and instruments to be placed with said escrow are as follows:

- (a) An executed and acknowledged copy of this Agreement;
- (b) An executed copy of the Escrow Agreement controlling this deposit;

- (c) The original Promissory Note executed by Notch, payable to Marshall;
- (d) An executed copy of the Mortgage given to secure the payment of said Promissory Note;
- (e) An executed copy of the Security Agreement granting to Marshall a security interest in certain equipment as additional security for the payment of said Promissory Note; and
- (f) A Satisfaction of Mortgage duly executed by Marshall, together with a Termination Statement terminating the security interest in the equipment signed by Marshall.

The parties hereto further stipulate, covenant and agree that the annual installment payments to be made by Notch to Marshall under the terms and provisions of this Agreement and the Promissory Note, as hereinbefore specified, and any payments made hereunder, are to be made to the escrow holder, as agent for Marshall, said payments to be disbursed by the escrow holder as Marshall may direct. The escrow holder is hereby instructed, upon Notch paying the balance due on the Promissory Note, both principal and interest, and all other obligations to be paid as herein provided, to deliver all of the said papers held in escrow by it to Notch; provided, however, that none of these said papers or documents shall be delivered to the said Notch until the entire sum due hereunder and under the Promissory Note is paid in full and all of the terms and conditions thereof completely executed. The escrow holder is further instructed that in the event the payments are not made by Notch on the date due, as provided by the Promissory Note and this Agreement, and in the event of the receipt of Notice of Default by Marshall, it shall immediately return to Marshall all instruments held in escrow by it.

It is expressly understood and agreed by the parties hereto that the initial escrow fee or charge so charged by the said escrow holder shall be paid one-half by Marshall and one-half by Notch. It is further expressly understood and agreed by the parties hereto that the annual escrow fees charged by said escrow holder shall also be paid one-half by Marshall and one-half by Notch.

27. **Preparation of Agreement:** The parties recognize that this Agreement has been prepared by Eugene D. Fredericksen, as attorney for Martin. Marshall has been advised that they should seek independent counsel of their own choosing with regard to all matters contained in this Agreement.

28. **Time Being the Essence:** It is hereby understood and agreed among the parties that time is, and shall be, the essence of each and every term and condition contained in this Agreement.

29. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns.

EXCHANGE - MARTIN AND NOTCH

30. **Exchange:** Martin agrees to convey and exchange to Notch, and Notch agrees to convey and exchange to Martin, real and personal property more particularly described as follows:

Martin to Notch

Real and personal property located in Jerome County, Idaho, more particularly described on Exhibits "C" and "D".

Notch to Martin

All that real and personal property located in Jerome County, Idaho, more particularly described on Exhibits "A" and "B".

31. **Valuation:** The real and personal property now owned by Martin to be received by Notch is agreed to have a present fair market value of FOUR HUNDRED SEVENTY-ONE THOUSAND AND NO/100 DOLLARS (\$471,000), lawful money of the United State of America.

32. **Tax-Free Exchange:** Martin desires the benefit of Section 1031 of the Internal Revenue Code with respect to tax-free exchanges. Martin wishes to not recognize capital gain on this transaction to the extent of the FOUR HUNDRED SEVENTY-ONE THOUSAND AND NO/100 DOLLARS (\$471,000), present fair market value of the Martin real and personal property.

33. **Personal Property:** Martin owns certain personal property, to-wit: sprinkler/irrigation equipment, a complete description and listing of which is attached hereto as Exhibit "D", which all of the parties agree has a fair market value of ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$134,500), free and clear of all liens or encumbrances. Such equipment shall be included in the exchange from Martin to Notch. Notch shall, at its own expense, during the pendency of this Agreement keep such equipment in a sound state of maintenance and repair.

34. **Closing:** Closing of this transaction shall take place at the offices of Land Title and Escrow, Inc., Jerome, Idaho, on or before November 1, 1996, or such other

date as the parties may agree. All costs of closing shall be divided equally between the parties. Cost of the preparation of this Agreement shall be divided equally between the parties.

35. **Deeds & Escrow:** It is specifically understood and agreed that Martin, on even date herewith, and as a part of this transaction, has executed a good and sufficient Warranty Deed to Notch for said premises, in accordance with the foregoing provisions of this Agreement, and Notch hereby approves said Deed as to form and content. Said Deed shall be delivered to Notch on the date of closing.

It is specifically understood and agreed that Notch, on even date herewith, and as a part of this transaction, has executed a good and sufficient Warranty Deed to Martin for said premises, in accordance with the foregoing provisions of this Agreement, and Martin hereby approves said Deed as to form and content. Said Deed shall be delivered to Martin on the date of closing.

36. **Title Insurance; Title to be Conveyed:** At closing, Martin shall, at his sole expense, provide a policy of title insurance insuring marketable title in the real property conveyed to Notch in the sum of THREE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$336,500). Notch shall provide title insurance insuring marketable title in the real property conveyed to Martin in the sum of THREE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED & NO/100 DOLLARS (\$336,500). The title insurance shall issue good and marketable title in the other party subject only to standard printed exceptions and such special exceptions as shall be approved in writing by each party at closing. The Warranty Deeds to be executed by the parties and delivered to the other at closing shall convey title consistent with the provisions of this paragraph.

37. **Taxes and Assessments:** All taxes and assessments shall be prorated between the parties as of December 31, 1996. Notch shall pay all taxes and assessments levied and assessed against the premises obtained from Martin from that date and thereafter, and Notch shall not allow said taxes and assessments, or any part thereof, to become delinquent. Martin shall pay all taxes and assessments levied and assessed against the premises obtained from Notch from that date and thereafter, and Martin shall not allow said taxes and assessments, or any part thereof, to become delinquent.

38. **Liens:** All liens of any kind or nature on the real property described on Exhibit "C" or upon the personal property described on Exhibit "D" shall be removed at the expense of Martin at closing.

39. **Inspection:** Except as otherwise specially warranted herein, each of the parties are acquiring their respective parcels of real and personal property above described on the basis of their own knowledge and inspection of the same and that they

are not relying upon any representations made by the other, or by any servant or agent of the other, and that the parties are relying upon their own personal knowledge of the respective parcels of real property and personal property and that they know the situation, character, quality and condition of the respective parcels of real property and personal property, and of the quantity of land being acquired hereunder. Furthermore, the parties each recognize that they are acquiring their respective parcels of real property and personal property above described "As Is", with no warranty or affirmation of fact made by the other or any person on their respective behalf, being a part of this transaction.

40. **Prior Encumbrance:** It is understood by the parties that the real and personal property described on Exhibits "C" and "D" will be encumbered by a note and mortgage by and between Notch and Marshall. The parties agree that Land Title and Escrow, Inc., shall pay the existing debt with Marshall from the payments received from Notch at Land Title and Escrow, Inc., and Notch agrees to keep the same current and to hold harmless and indemnify Martin from all liability thereunder.

41. **Hazardous Substances:** The parties warrant, one to the other, that to the best of their own present knowledge, the parcels of real property exchanged hereunder are free from contamination from any hazardous substance or chemical in violation of any law, rule or regulation of the United States of America, the State of Idaho, or any agency, department, commission or instrumentality thereof. The parties further warrant one to the other the absence of any buried fuel tank on such real property.

42. **Further Documentation or Actions:** If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this Agreement.

43. **Notices.** Notices required under this Agreement shall be delivered to the parties at the following addresses, via United States mail, postage prepaid:

Notch Butte Farms
c/o John T. Lezamiz
133 Shoshone Street North,
P. O. Box 389
Twin Falls, ID 83303-0389

Martin Farm Co., Inc.
406 North Buchanan
Jerome, ID 83338

44. **Integration.** The parties acknowledge that the terms, conditions and covenants of this Agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this Agreement, and that this Agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this Agreement shall be valid unless in writing and executed by all the parties hereto.

45. **Preparation of Agreement.** The parties recognize that this Agreement has been prepared by Eugene D. Fredericksen, as attorney for Martin. Notch has been advised that it should seek independent counsel of its own choosing with regard to all matters contained in this Agreement.

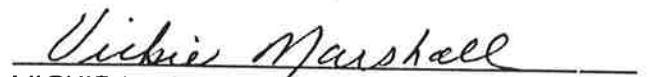
46. **Time Being the Essence:** It is hereby understood and agreed among the parties that time is, and shall be, the essence of each and every term and condition contained in this Agreement.

47. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns.

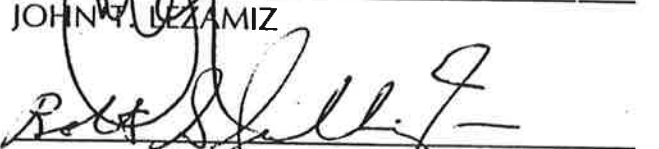
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this Agreement first above written.

"MARSHALL":


CHARLES P. MARSHALL


VICKIE MARSHALL

"NOTCH":


JOHN Y. IZAMIZ

ROBERT SHILLINGTON


KELLEY SHILLINGTON

"MARTIN":

MARTIN FARM CO., INC.

By: 
President

(NOTCHMAR.AGR\bjs)

Exhibit - A

Marshall - Legal Description

A parcel of land located in Jerome County, State of Idaho, and more particularly described as follows:

Township 8 South, Range 17 East, Boise Meridian;

Section 11, NE1/4

Section 12, NW1/4

Containing 320 acres.

Excepting therefrom the 200.0 right of way of the public way identified as U.S. Highway No. 93 Project No. F-2391(17) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways.

(JTL\NOTCH\EXH(A))

Exhibit - B

Marshall - Personal Property

Mainline:

4000' of 10" 12 ga. steel
1280' of 8" 12 ga. steel

450 hp U.S. Electric Motor and Electrical Panel:

Type - HU
Volts - 460

Vertical Line Pump:

Turbine pump serial #22401

Wheel Lines:

10 - 1/4 mile Western Wheel Lines (8 small wheels; 2 large wheels)
2 - 1/4 mile Wade Rain Wheel Lines (large wheel)

(JTLWOTCHEXH(B))

Exhibit - C

Martin - Legal Description

The following parcels of land located in Jerome County, State of Idaho, to-wit:

Parcel No. 1:

N1/2NW
Sec 9 T7 R17

Containing 80 acres

Parcel No. 2:

SESE
Sec 5 T7 R17

Containing 40 acres

Parcel No. 3:

E1/2NE
Sec 8 T7 R17

Containing 80 acres

Parcel No. 4:

S1/2SW, NESW
Sec 4 T7 R17

Containing 120 acres

Parcel No. 5:

S1/2NW, S1/2SWNE, SENE
Sec 9 T7 R17

Containing 140 acres

Exhibit - D

Martin - Personal Property

350 hp U.S. Motor
Wintroth Pump - 12" discharge
1500' - 12" mainline
2600' - 10" mainline
4340' - 8" mainline
1300' - 6" mainline
5 - 1320' Thunderbird wheel lines
5 - 1320' 3" Ames ball and socket hand lines
Approx. 14 lines - drop lock solid set pipe
1 - 14 Tower Lockwood Pivot - 1980'
1 - 9 Tower Zimmatic Pivot - 1300'

(JTL\NOTCHEXH(D))

WARRANTY DEED

#J-24106A

For Value Received In the Form of An Exchange

NOTCH BUTTE FARMS, a partnership consisting of John T. Lezamiz and Robert Shillington and Kelley Shillington, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

MARTIN FARMS COMPANY, INC., an Idaho corporation

Address: 919 East 19th Ave. Jerome, Idaho 83338

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT THERETO:

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 1, 1996

NOTCH BUTTE FARMS, a partnership


John T. Lezamiz


Robert Shillington

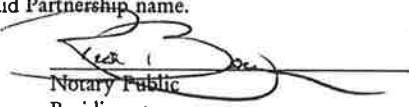

Kelley Shillington

STATE OF IDAHO

) ss.

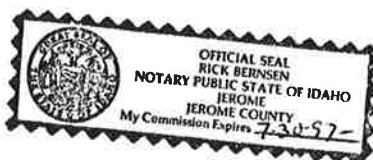
COUNTY OF Jerome

On this 1st day of November, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared John T. Lezamiz, Robert Shillington and Kelley Shillington, known or identified to me to be the partners in the Partnership of Notch Butte Farms, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.


Notary Public

Residing at:

My Commission expires:



RECORDED
OF Land Title & Escrow
NOV 1 4 31 PM '96
JEROME COUNTY, IDAHO
FEE \$6.00

96462

EXHIBIT "A"

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 11: NE $\frac{1}{4}$, excepting therefrom that portion of the
NW $\frac{1}{4}$ NE $\frac{1}{4}$ conveyed to Idaho Transportation Board for
the Division of Highways as set forth in Quitclaim
Deed dated April 19, 1984, recorded May 17, 1984 as
Instrument No. 281988, Jerome County Records, and
in Quitclaim Deed dated March 20, 1984, recorded
May 17, 1984 as Instrument No. 281989, Jerome
County Records

Section 12: NW $\frac{1}{4}$

Together with all buildings and improvements, fixtures,
pumps, wells, irrigation equipment and appurtenances now
or hereafter erected thereon, including:

All water rights including water rights under License
Nos. 36-02612 and 36-07906, as recommended by the
Director of the Idaho Department of Water Resources in
the Snake River Basin Adjudication:

450 hp U.S. Electric motor and electrical panel, Type HU,
with vertical line pump, turbine pump Serial No. 22401,
4,000' of 10" 12 ga. steel mainline, 1,280' of 8" 12 ga.
steel mainline, 10 $\frac{1}{4}$ -mile Western Wheel lines (8 small
wheels; 2 large wheels), and 2 $\frac{1}{4}$ -mile Wade Rain Wheel
lines (large wheel);

NOTICE OF ERROR



RESPONSE



CORRECTED R PROOF



MICROFILMED
JAN 28 1993

AUG-24-1992

NOTICE OF ERROR FORM

RECEIVED

SEP 23 1992

Please type or print clearly, fill out completely, and return to:

Idaho Department of Water Resources

Statehouse Mail

Boise, Idaho 83720-9000

Department of Water Resources

The notice of error must be received at IDWR by the **deadline date** printed below with your proposed recommendation.

YOUR DEADLINE FOR FILING A NOTICE OF ERROR IS: SEP-24-1992

1. Water right number: 36-02612 ✓
36-07906 ✓
2. Name: Charles P. Marshall

Address: P.O. Box 288, Jerome, Idaho 83338

RECEIVED

SEP 28 1992

Department of Water Resources
Southern Region Office

MICROFILMED

JAN 28 1993

Weekday Telephone Number: (208) 436-4717 (Attorney)

TEAR AT PERFORATIONS AND COMPLETE FORM ON OTHER SIDE

(Instead of filling in items 3 and 4 below you may include a copy of your proposed recommendation with the changes marked on this copy.)

3. Describe the portion of proposed recommendation with which you disagree:
Period of use.
4. Describe the changes you wish to have made in the proposed recommendation:
Should be 3/15 to 11/15
5. Describe why you disagree with the proposed recommendation:
Licenses and use under licenses recognize need to irrigate in March in some years, such as 1992 and in November.
6. Date: September 22, 1992

SIGNATURE

Attorney



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

08-Oct-1992

Charles P Marshall
PO Box 288
Jerome ID 83338

RE: Proposed Recommendation for Water Right Nos: 36-02612 & 36-07906

Dear Mr. Marshall:

This letter is in response to the Notice of Error (NOE) you recently filed with IDWR regarding the Director's proposed recommendation of the claims listed above. Your NOE indicates that you would like the recommendation to show a longer season of use for irrigation. For the reasons states below, the season of use that will be recommended in the Director's Report will remain as proposed.

The proposed recommendation is based on irrigation season of use standards adopted by the director for the various regions throughout the state. These standards are based on the period of the year in which there is less than a 75% chance of a 24 degree F. frost.

In addition, since there are some years in which water can be beneficially used for irrigation outside the irrigation season, the proposed Director's Report includes a general provision which provides for irrigation outside the irrigation season under certain conditions. The conditions are that the water is beneficially used, as determined by the director; that all water rights with a period of use outside the irrigation season regardless of priority, are satisfied; and that the use does not conflict with the public interest as determined by the director. This proposed general provision will be included in the Director's Report.

If you still disagree with IDWR's recommendations you will have an opportuntiy to file an objection to the Director's report with the court. When the Director's Report is filed with the court, you will be mailed a notice that will contain more information about the objection process.

Sincerely,

Marci Sterling

Marci Sterling
Engineering Specialist (EIT)

MICROFILMED
JAN 28 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

08-Oct-1992

Roger Ling
615 "H" Street
Rupert ID 83350

RE: Proposed Recommendation for Charles P. Marshall Nos. 36-02612 &
36-07906 & C.J. Marshall Nos. 36-02186, 36-02301, 36-02187, &
36-02439

Dear Mr. Ling:

Attached are copies of our responses to the Notices of Error (NOE) which we received from you regarding our proposed recommendations for Charles P. Marshall and C.J. Marshall.

Sincerely,

Marci Sterling

Marci Sterling
Engineering Specialist (EIT)

MICROFILMED
JAN 28 1993

Water Right Number - R36-02612

Prefix Translation: RESEARCH

Old (D) Number - 32355

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** A - ATTORNEY ***

LING

ROGER D

1 - PO BOX 396

2 -

3 -

City- RUPERT

State- ID Zip- 83350

Phone - 208-000-0000

*** C - CURRENT OWNER ***

MARSHALL

CHARLES P

1 - PO BOX 288

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-4315

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
05/06/1965 17 SOUTHERN L - LICENSE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

08S 17E 11 SE NE NE (53) JEROME

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 10/31 3.640 1256.00+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
3.640 0.0+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
08S 17E 11 NE NE 40.0 01 IRRIGATION (53) JEROME
08S 17E 11 NW NE 40.0 01 IRRIGATION (53) JEROME
08S 17E 11 SW NE 40.0 01 IRRIGATION (53) JEROME
08S 17E 11 SE NE 40.0 01 IRRIGATION (53) JEROME
08S 17E 12 NE NW 40.0 01 IRRIGATION (53) JEROME
08S 17E 12 NW NW 40.0 01 IRRIGATION (53) JEROME
08S 17E 12 SW NW 37.0 01 IRRIGATION (53) JEROME
08S 17E 12 SE NW 37.0 01 IRRIGATION (53) JEROME

Total Acres: 314.0

+ - - Diversion Means - 20"X 543' WELL, 450 HP PUMP, SPRINKLERS

+ - - Non-Irrigation Use -

MICROFILMED
JAN 28 1993

Prefix Translation: RESEARCH

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 04/02/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S011758	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	- B

MICROFILMED
JAN 28 1993

R PROOF



CVR



MAPS



PHOTOS



MISC



MICROFILMED

JAN 28 1993

Water Right Number - R36-02612

Prefix Translation: RESEARCH

Old (D) Number - 32355

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
MARSHALL

CHARLES P.

1 - P.O. BOX 288

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-4315

*** A - ATTORNEY ***
LING

ROGER D.

1 - P.O. BOX 396

2 -

3 -

City- RUPERT

State- ID Zip- 83350

Phone - 208-000-0000

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/06/1965 17 SOUTHERN L - LICENSE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

08S 17E 11 SE NE NE (53) JEROME

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 03/15 11/15 3.640 1256.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
3.640 0.0+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

08S	17E	11	NE NE		40.0	01	IRRIGATION	(53) JEROME
08S	17E	11	NW NE		40.0	01	IRRIGATION	(53) JEROME
08S	17E	11	SW NE		40.0	01	IRRIGATION	(53) JEROME
08S	17E	11	SE NE		40.0	01	IRRIGATION	(53) JEROME
08S	17E	12	NE NW		40.0	01	IRRIGATION	(53) JEROME
08S	17E	12	NW NW		40.0	01	IRRIGATION	(53) JEROME
08S	17E	12	SW NW		37.0	01	IRRIGATION	(53) JEROME
08S	17E	12	SE NW		37.0	01	IRRIGATION	(53) JEROME

Total Acres: 314.0

+ - - Diversion Means - 20"X 543' WELL, 450 HP PUMP, SPRINKLERS

+ - - Non-Irrigation Use -

MICROFILMED
JAN 28 1993

Water right number - R36-02612

Prefix Translation: RESEARCH

+ - - Other Rights for Same Use - 36-07906

+ - - - - - Remarks - - - - - +
RIGHT NO. 36-07906 IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.
USE OF THIS RIGHT WITH RIGHT NO. 36-07906 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 4.1 CFS, A TOTAL COMBINED
ANNUAL DIVERSION VOLUME OF 1256 AF, A TOTAL COMBINED ANNUAL
CONSUMPTIVE USE VOLUME OF 942 AF, AND TO THE IRRIGATION OF A
COMBINED TOTAL OF 314 ACRES IN A SINGLE IRRIGATION SEASON.

+ - - - - - Old Water Right Numbers - - - - - +
A3602612

+ - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - - Comments - - - - - +
No Comments Found

+ - - Audit Fields - - +
09/24/91 WORSTELL

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 09/24/1991	Old Judicial District	-
Claim Received Date	- 04/02/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S011758	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	-

MICROFILMED
JAN 28 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:15
09/08/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-02612

LAST: MARSHALL
ADDRESS: P.O. BOX 288
CITY: JEROME
PHONE NUMBER: 208-324-4315
OWNER CODE: C

FIRST: CHARLES P.
STATE: ID ZIP: 83338

LAST: LING
ADDRESS: P.O. BOX 396
CITY: RUPERT
PHONE NUMBER: 208-000-0000

FIRST: ROGER D.
STATE: ID ZIP: 83350

OWNER CODE: A

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

MICROFILMED
JAN 28 1993

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

MICROFILMED
JAN 28 1993

A. AJ CLAIM: # A36-02612 PRIORITY DATE: 05-06-1965 STAGE: L
B. WR RECORD: # 36-02612 PRIORITY DATE: 05-06-1965 STAGE: L

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
N

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(/)
IF YES EXPLAIN.

REMARKS:

RECOMMENDED PRIORITY DATE:
05-06-1965

REVIEWED BY W

DATE 11/21/90

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-02612	08S	17E	11	<i>Se</i>	NE	NE		JEROME

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A36-07906 NONE

WR RECORDS IN SAME 40 ACRE TRACT
36-07906

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-02612	08S	17E	11		NE	NE		JEROME

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A36-07906 NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER
N

REMARKS:

confirmed with orig lic. exam

MICROFILMED
JAN 28 1993

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY
<u>82</u>	<u>17e</u>	<u>11</u>	<u>Se</u>	<u>Ne</u>	<u>Ne</u>	<u>---</u>	<u>53</u>

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

lw

DATE:

11/21/90

A. ROOT WATER RIGHT NUMBERS: A36-02612

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECORD ACRES
08S	17E	12	NE	NW		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	40.0		40.0
08S	17E	12	NW	NW		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	37.0	38	40
08S	17E	12	SW	NW		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 737.0 A36-07906 /37.0	36-02612 737.0 36-07906 /37.0	37.0		37.0
08S	17E	12	SE	NW		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 737.0 A36-07906 /37.0	36-02612 737.0 36-07906 /37.0	40.0	38	37
08S	17E	11	NE	NE		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	39.0	39	40
08S	17E	11	NW	NE		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	34.0	38	40
08S	17E	11	SW	NE		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	38.0		40
08S	17E	11	SE	NE		MARSHALL, CHARLES P. MARSHALL, CHARLES P.	A36-02612 740.0 A36-07906 /40.0	36-02612 740.0 36-07906 /40.0	40.0		40.0
TOTAL ACRES						A36-02612	314.00	314.00	305.00		314

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
N

MICROFILMED
JAN 28 1993

PRESUMPTION FLAG:

REMARKS:

RECOMMENDATIONS:

TOTAL ACRES: 314

REVIEWED BY: lw

DATE: 11/21/90

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A36-02612 IRRIGATION	FROM 03-15 TO 11-15	3.640 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		3.640 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
36-02612 IRRIGATION	FROM 03-15 TO 11-15	3.640 CFS 1256.00 AF/A
TOTAL DIVERSION RATE/VOLUME CLAIMED		3.640 CFS 1256.00 AF/A

C. ASSUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	N	<u> N </u>
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	N	<u> N </u>
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	N	<u> N </u>

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(☒) N(☐)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(☐) N(☐) Explain in remarks, below.

REMARKS:

MICROFILMED
JAN 28 1993

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 3.640 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 3.640 CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED?

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

FIELD
DATABASE EXAMINER
Y

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y(Y) N(☒) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: A36-07906

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A36-02612	GROUNDWATER	MARSHALL , CHARLES P.	3.640	0.011		
A36-07906	GROUNDWATER	MARSHALL , CHARLES P.	0.460	0.001		
NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION			4.10			

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES 314 x 0.02 CFS/ACRE = 6.28 CFS
(Taken from p/u review)

licensed @ 3.64

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(☒)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 942.0 AF/A

ACRES 314 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =

TOTAL CONSUMPTIVE USE 942 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 314 x DIVERSION VOL. AF/A FOR AREA 4 =

TOTAL DIVERSION VOLUME 1256 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(☒)

REMARKS: (Include limitations on CONSUMPTIVE USE for combined rights.)

*limited to 1"/acre and 1256 AF when
combined with 436-07906*

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JAN 28 1993

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	03-15 11-15	DATABASE 3.640 EXAMINER ~~3.640~~	DATABASE 1256 EXAMINER ~~1256~~	DATABASE 942.0 EXAMINER ~~942.0~~
TOTAL FOR THIS RIGHT		3.640		942.0

REVIEWED BY:

R.V. 21

DATE:

9/23/91

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED AS CLAIMED	NEEDS REVIEW
()	()
(<i>N/A</i>)	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-02612

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
3.640

EXAMINER
N/A

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
A36-02612	A36-02612	3.640	-		36-02612	3.640
TOTAL CFS		3.640				3.640

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE
Y

FIELD
EXAMINER
N/A

REMARKS:

AUTHENTICATION:

SIGNATURE: *m*

DATE: *11/21/90*

NAME OF FIELD EXAMINER: _____ TITLE: _____

R.V.W. 9/24/91

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JAN 28 1993

STATE OF IOWA
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:15
09/08/90

PAGE: 13
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-02612

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE				N		R.V.R. 9/24/91	DD	R.V.R.
POINT OF DIV	Y			Y	6			9/24/91
SOURCE				N				
CE OF USE				N	1,4			
DIV. AMOUNT CFS/VOLUME				Y	6			
CONSUMPTIVE USE				N				
PURPOSES				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS				Y				

VERIFIED BY CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAVF PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.



T
8
S

R 17 E

POOR ORIGIN

36-02612

MICROFILMED
JAN 28 1977

From
Photo AA73 NE
(1976)
NAPP 416-25
6/22/87



36-02612

DATE OF EXAM JUNE 29, 1971

ACREAGE
Found 300.3
Recommended 300.3

Irrigation Requirement 40 Ac Ft/Ac

USE
Irrigation Q = 3.64 c.f.s. V = 1201.2 AF/Ann. from MAR. 15 to NOV. 15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X

Name source: _____
Twp. _____ N/S, Rge _____ E/W, B.M., Sec _____ Sub _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no X

Name source exchanged with: _____
Twp. _____ N/S, Rge _____ E/W, B.M., Sec _____ Sub _____ 1/4 _____ 1/4 _____ County _____

Point of injection: _____
Twp. _____ N/S, Rge _____ E/W, B.M., Sec _____ Sub _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: _____
Twp. _____ N/S, Rge _____ E/W, B.M., Sec _____ Sub _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 3.64 Method of measurement PRESS GAUGE

Total Q recommended 3.64 Meter No. _____ Type _____ Condition GOOD

Total V recommended 1201.2 AF/ANN.

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None X

MEASUREMENT CALCULATION:

SEE DIAGRAM OF SYSTEM
(3.64)(2)(244) = 1776 AF/SEASON
(300.3)(4) = 1201.2 AF/SEASON

SYSTEM DESCRIPTION:

415. MOTORS, HULLS WFT, 450 HP, 460 VOLTS, 1775 RPM, SER# HT142 K42
LAUNE & BOWLER PUMP 2100 GPM, SERIAL # D22401
12" DISCHARGE PIPE

REMARKS:

Examiner's Signature Barry A. Chilton

Checked by myf

Approved by _____

Date JUNE 29, 1971

MICROFILMED

Date JAN 28 1983

POOR ORIGINAL

17F

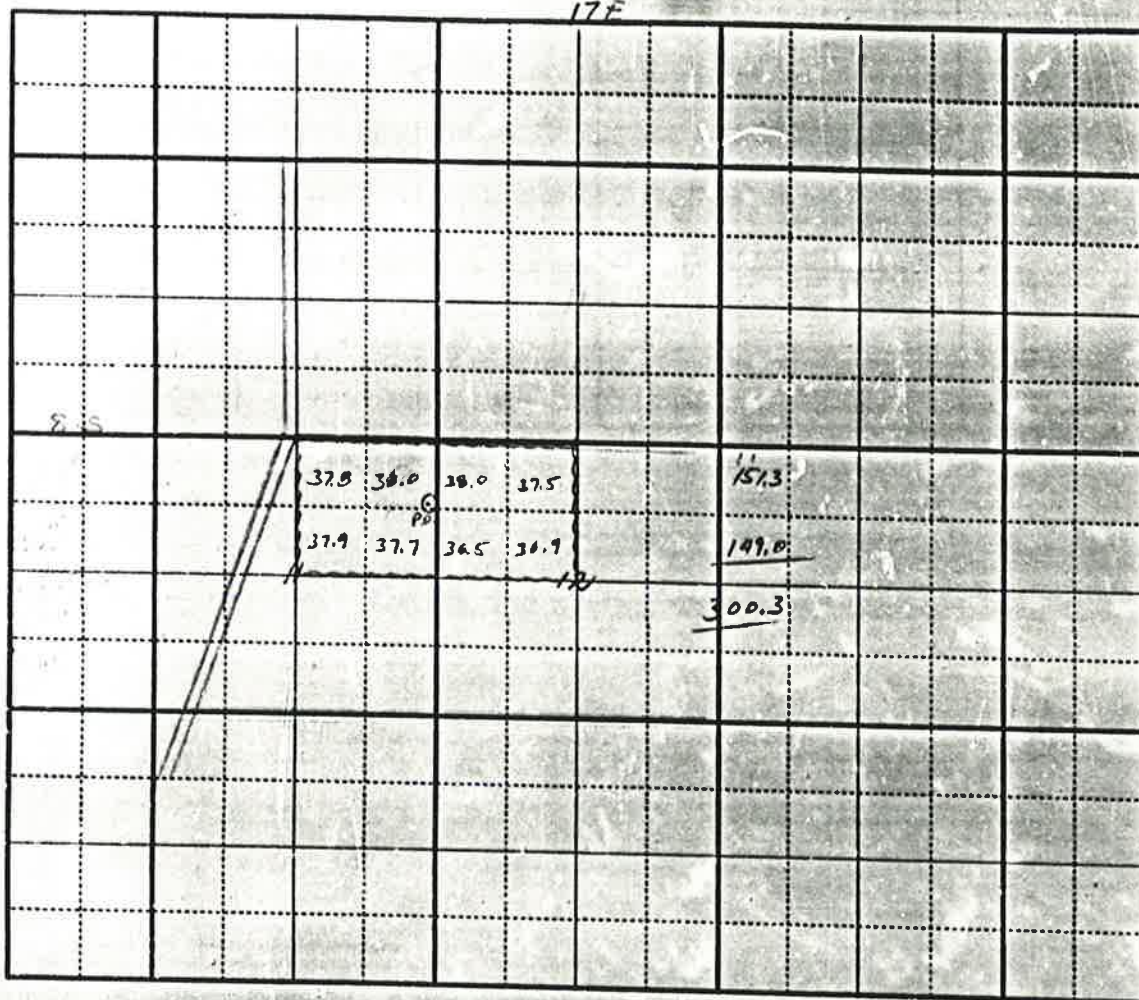
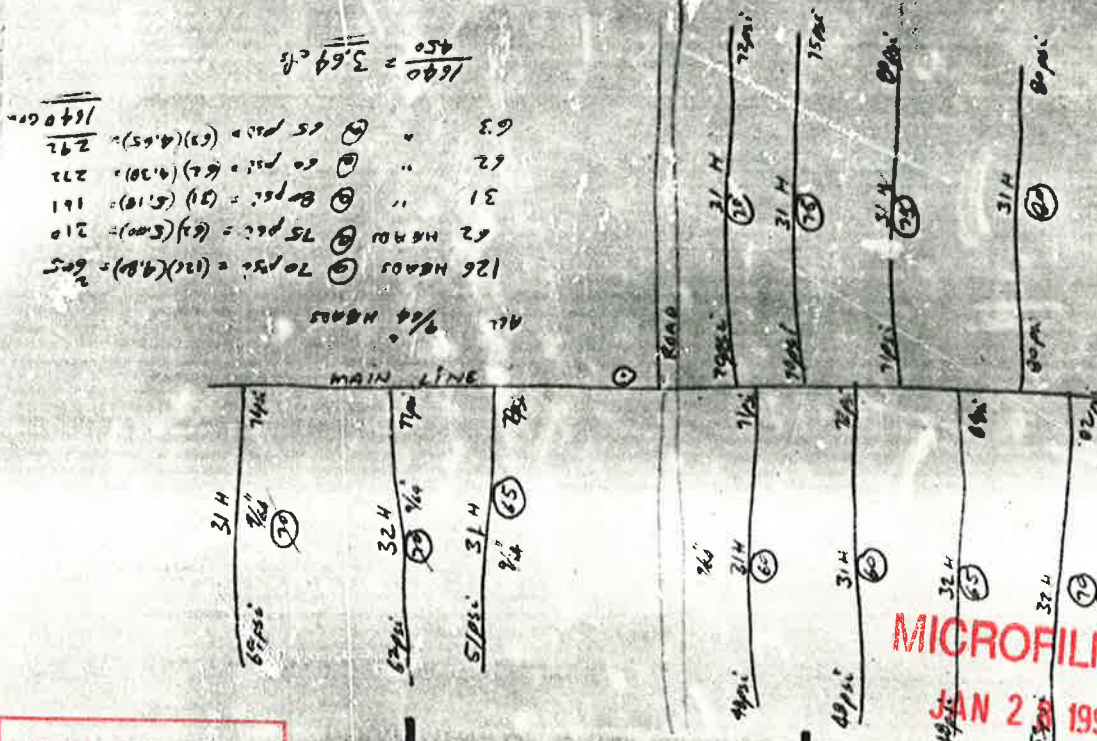


Diagram of System



POOR ORIGINAL

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JAN 28 1993