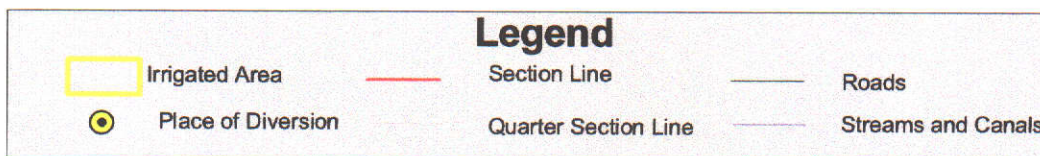
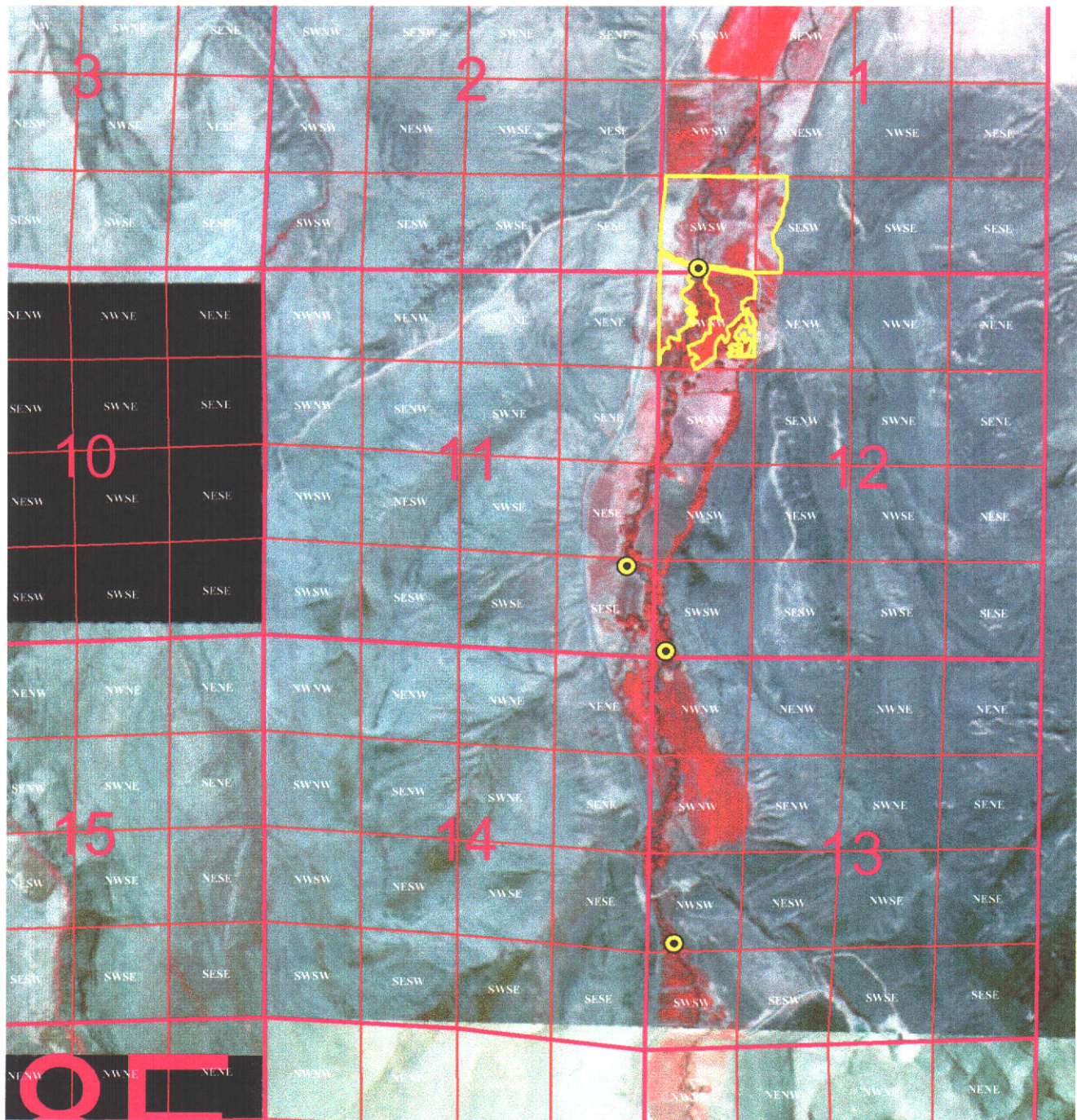


Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000

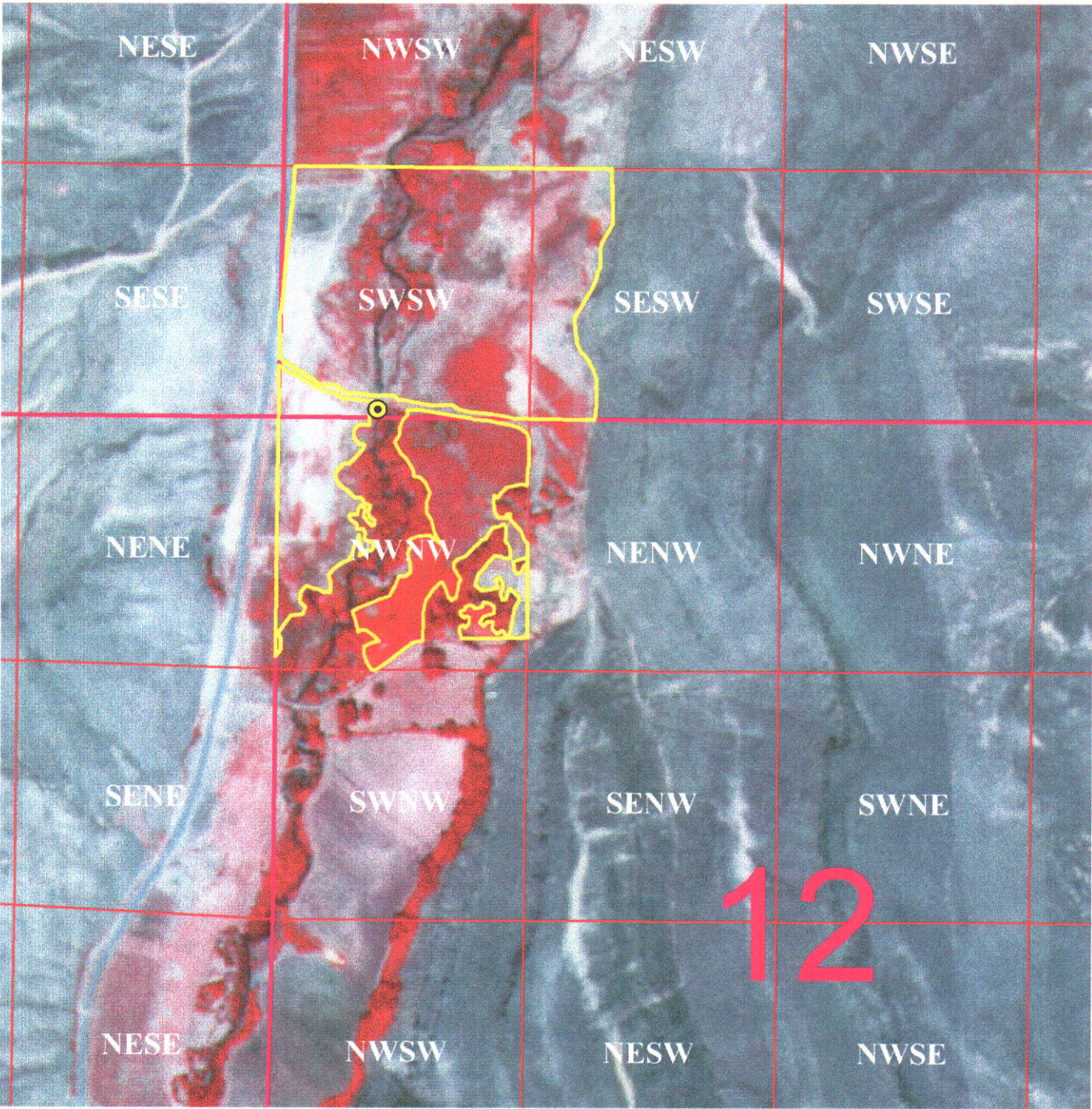


1500 0 1500 3000 Feet



Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000



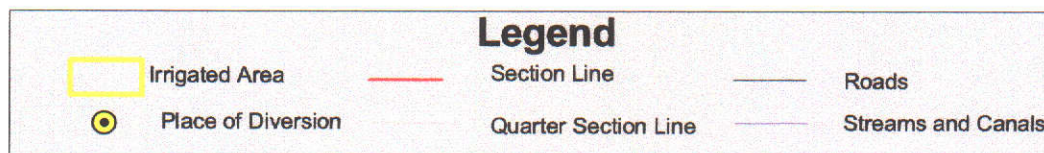
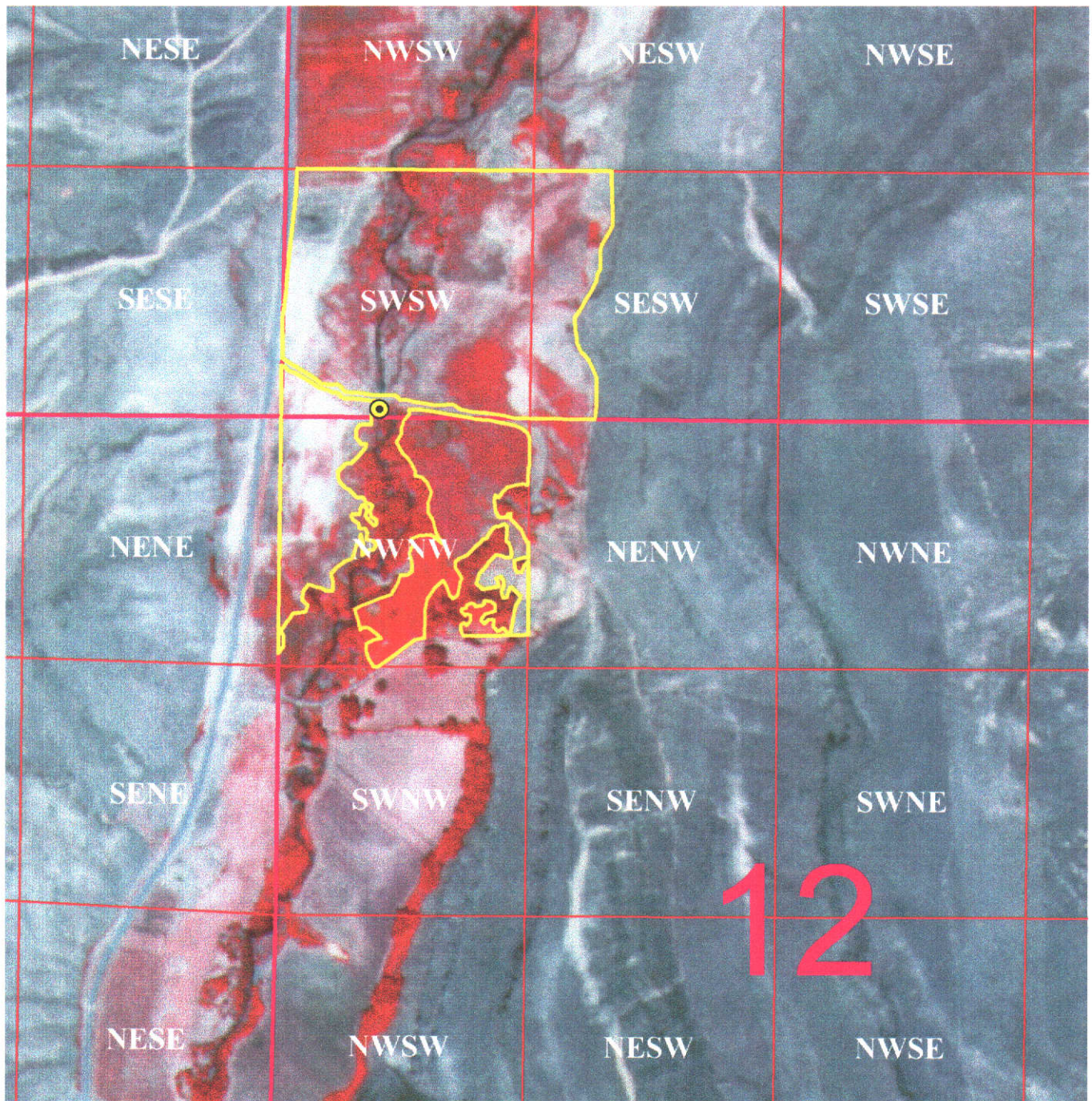
Legend

Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals



Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000

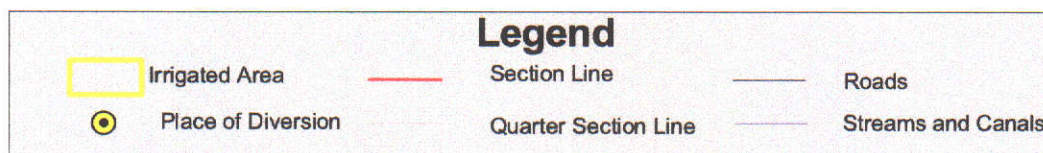
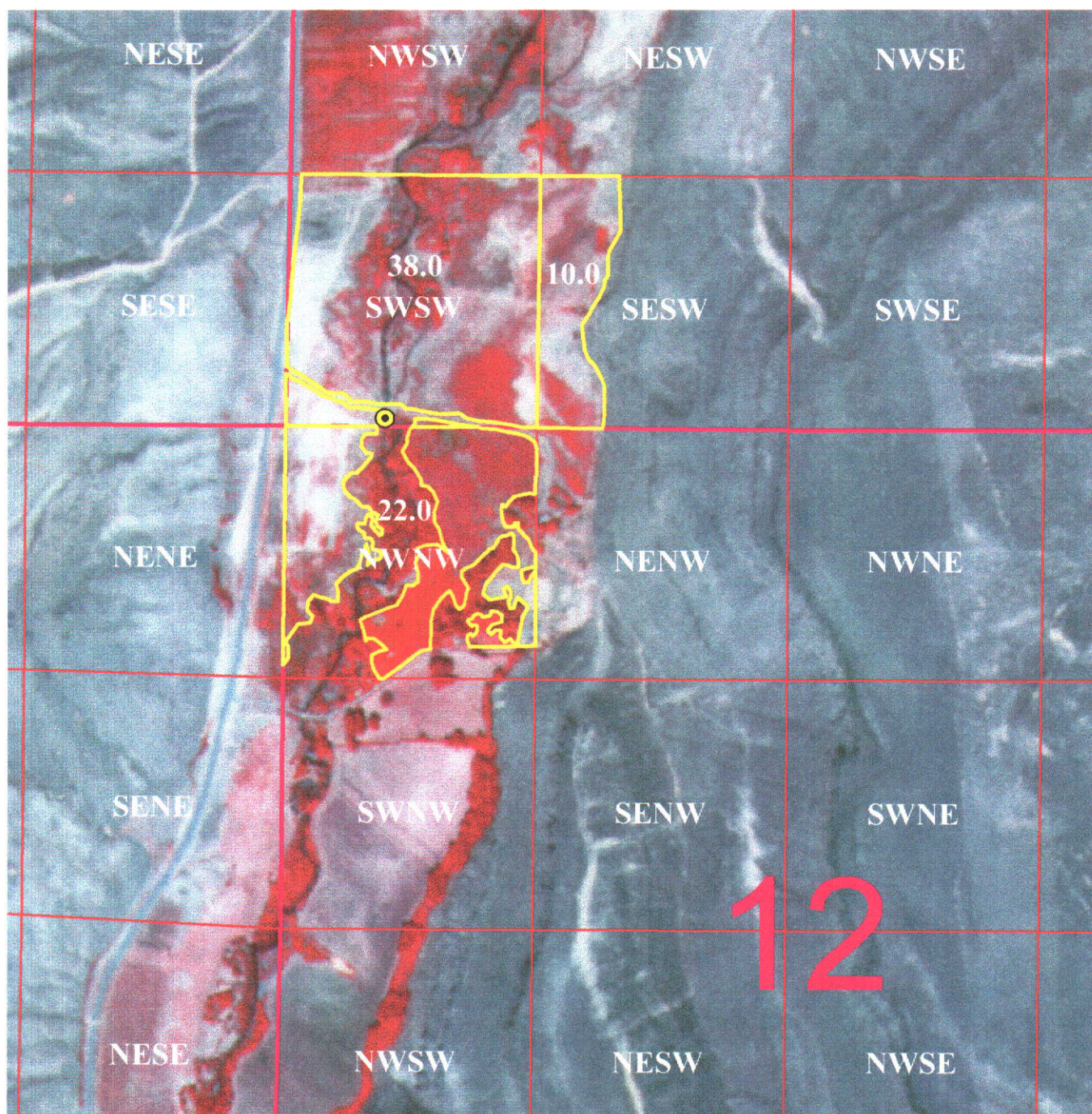


500 0 500 1000 Feet



Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000



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: A47-16640D

Date Received: 12/15/1988

Receipt No: X777777

Received By: *o/c split*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BRENT FUNK 208-423-5799
Address: 2786-B ROCK CREEK ROAD
HANSEN ID 83334

AND/OR

Name: CHALET FUNK 208-423-5799
Address: 2786-B ROCK CREEK ROAD
HANSEN ID 83334

2. Date of Priority: APR 1, 1880

3. Source: ROCK CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12S	18E	1	SW	SW	SW		TWIN FALLS
		11	NE	SE	SE		TWIN FALLS
		12	SW	SW	SW		TWIN FALLS
		13	SW	NW	SW		TWIN FALLS

5. Description of diverting works:
DAMS, DITCHES, PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.216		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	SW	SW		IRR	10.9
			SW	SW		STOCK	
			SE	SW		IRR	2.7
			SE	SW		STOCK	
			Section Acres				13.6
		12	NW	NW		IRR	0.5
			NW	NW		STOCK	
			Section Acres				0.5
			Total Acres				14.1

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
47-00177D

14. Remarks:

THIS RIGHT WAS PREVIOUSLY CLAIMED AS A47-00116A, WHICH HAS BEEN RENUMBERED AND AMENDED TO DESCRIBE THE ACTUAL USAGE TODAY. OWNERSHIP CHANGE FROM MARIAN L CROCKETT TO ESTATE OF MARIAN L CROCKETT, C/O DAVID AND/OR PAUL CROCKETT. COPY OF APPLICATION FOR INFORMAL PROBATE OF WILL AND APPOINTMENT OF CO-PERSONAL REPRESENTATIVES SUBMITTED. 1/7/98 jr

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 47-00116 (PART) AND 47-00117.

THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF PART OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT TO BRENT AND CHALET FUNK. COPY OF PERSONAL REPRESENTATIVE'S DEED SUBMITTED WITH FORM. 8/3/99 jr

15. Basis of Claim: DECREED

Case Number:

Court : FOURTH

Decree date: / /

A.D. NORTON ET AL
Decree Plaintiff

PATRICK GARRITY ET AL
vs Decree Defendant

	(1880) A47-16640	(1907) A47-00177
David - 23 Ac.	.413 cfs 20.65 in.	.244 cfs 12.2 in.
Chuck - 5 Ac.	.015 cfs .8 in.	.008 cfs .4 in.
Pearson - 18.5 Ac.	.283 cfs 14 inches	.166 cfs 8.3 in.
No. Parcel - 28.3 Ac.	.433 cfs 21.6 inches	.255 cfs 12.7 in.
Frank - 14.1 Ac.	.216 cfs 10.78 in.	.127 cfs 6.3 in.
<u>Totals 88.9 Ac</u>	<u>1.36 cfs</u> 68 in.	<u>0.8 cfs</u> 40 in.

RECEIVED

JUL 30 1999

Department of Water Resources
Southern RegionSTATE 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.

Water Right No(s):

Adjudication Claim No(s):

A47-00177A & A47-16640A

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.

Name and Address of Former
Owner/ClaimantMarian Crockett Estate % David Crockett
2786 Rock Creek Road Hansen ID 83334

New Owner/Claimant(s)

Brent Funk Chalet FunkName Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

2786-B Rock Creek Road

City, State and ZIP Code

Hansen, ID 83334

New Telephone Number

(208) 423-5799

Date you acquired the property

1-8-99

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 30±Number and type of stock mpaDiversion rate in CFS _____ Number of homes 1 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.

Signature of New Owner
or Claimant(s)Brent Funk

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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..

PERSONAL REPRESENTATIVE'S DEED

For good and valuable consideration, receipt of which is hereby acknowledged, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIAN L. CROCKETT, deceased, as Grantor, does hereby GRANT, SELL and CONVEY to BRENT FUNK and CHALET FUNK, husband and wife, residing at 2786B Rock Creek Road, Hansen, Idaho 83334, all right, title, interest and estate of the decedent at the time of her death, and all right, title and interest that the estate may have subsequently acquired by operation of law or otherwise, in and to the real property situated in the County of Twin Falls, State of Idaho, described as follows:

A PARCEL OF LAND LOCATED IN THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE SOUTH ONE QUARTER (S $\frac{1}{4}$) CORNER OF SECTION 1 BEARS S89°47'51"E-2620.04 FEET. THENCE S89°47'51"E ALONG THE SOUTH BOUNDARY OF THE SW $\frac{1}{4}$ OF SECTION 1 FOR A DISTANCE OF 812.18 FEET TO A POINT IN THE CENTER OF AN EXISTING ACCESS ROAD AND BEING THE TRUE POINT OF BEGINNING:

THENCE ALONG THE CENTER OF THE EXISTING ACCESS ROAD ON THE FOLLOWING COURSES:

N81°26'27"W--142.19 FEET;
N77°00'00"W--62.47 FEET;
N68°40'19"W--69.48 FEET;
N74°32'03"W--34.48 FEET;
N86°41'45"W--44.40 FEET TO THE CENTER
OF AN EXISTING BRIDGE OVER ROCK CREEK;

THENCE ALONG THE CENTER OF ROCK CREEK ON THE

FOLLOWING COURSES:

N15°23'10"E--72.92 FEET;
N08°12'50"W--95.32 FEET;
N07°31'35"W--79.64 FEET;
N00°25'21"W--118.98 FEET;
N18°39'52"E--101.83 FEET;
N55°50'43"E--57.83 FEET;
N56°33'16"E--58.07 FEET;
N44°38'58"E--61.22 FEET;
N18°15'51"W--95.17 FEET;
N41°12'11"W--174.33 FEET;
N52°09'10"E--128.15 FEET;
N15°26'53"E--73.60 FEET;
N22°12'37"E--102.83 FEET;
N14°17'38"W--36.95 FEET;
N44°50'08"W--86.36 FEET;
N22°10'02"W--105.68 FEET;
N05°34'03"E--21.49 FEET TO A POINT ON

THE NORTH BOUNDARY OF THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1;

THENCE LEAVING THE CENTER OF ROCK CREEK AND ALONG THE NORTH BOUNDARY OF THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 ON A BEARING OF S89°50'48"E FOR A DISTANCE OF 2085.26 FEET TO THE NORTHEAST CORNER OF THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1;

THENCE S00°18'42"W ALONG THE EAST BOUNDARY OF THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 FOR A DISTANCE OF 1322.73 FEET TO THE SOUTH ONE QUARTER (S $\frac{1}{4}$) CORNER OF SECTION 1;

THENCE N89°47'51"W ALONG THE SOUTH BOUNDARY OF THE S $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 FOR A DISTANCE OF 1807.86 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 62.99 ACRES, MORE OR LESS

TOGETHER WITH:

1- A 30.0 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS ON, OVER AND ACROSS SAID 30.0 FOOT WIDE STRIP OF LAND, SAID EASEMENT BEING CENTERED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD, SAID POINT BEING LOCATED N00°31'18"E-266.14 FEET AND N89°28'42"W-72.08 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1 AND BEING THE TRUE POINT OF BEGINNING:

THENCE S68°02'25"E FOR A DISTANCE OF 77.44 FEET TO A POINT ON THE WEST BOUNDARY OF THE SW $\frac{1}{4}$ OF SECTION 1;

THENCE S53°58'01"E FOR A DISTANCE OF 68.10 FEET;
THENCE S59°46'14"E FOR A DISTANCE OF 136.00 FEET;
THENCE S68°52'32"E FOR A DISTANCE OF 79.99 FEET;
THENCE S75°54'18"E FOR A DISTANCE OF 102.73 FEET;
THENCE S86°20'25"E FOR A DISTANCE OF 87.52 FEET;
THENCE S89°06'28"E FOR A DISTANCE OF 32.07 FEET;
THENCE S86°41'45"E FOR A DISTANCE OF 44.40 FEET;
THENCE S74°32'03"E FOR A DISTANCE OF 34.48 FEET;
THENCE S68°40'19"E FOR A DISTANCE OF 69.48 FEET;
THENCE S77°00'00"E FOR A DISTANCE OF 62.47 FEET;
THENCE S81°26'27"E FOR A DISTANCE OF 142.19 FEET TO
A POINT ON THE SOUTH BOUNDARY OF THE SW¼ OF SECTION 1 AND
BEING THE TERMINUS OF SAID EASEMENT. THE SIDE BOUNDARIES
OF THE DESCRIBED EASEMENT SHALL BE LENGTHENED AND/OR
SHORTENED AS NECESSARY TO INTERSECT THE EASTERLY RIGHT-
OF-WAY BOUNDARY OF ROCK CREEK ROAD AND THE SOUTH BOUNDARY
OF THE SW¼ OF SECTION 1.

DATED this 31st day of December, 1998.

David W. Crockett

DAVID WILLIAM CROCKETT

&

Paul Donald Crockett

PAUL DONALD CROCKETT

Co-Personal Representatives of the
Estate of Marian Crockett, deceased

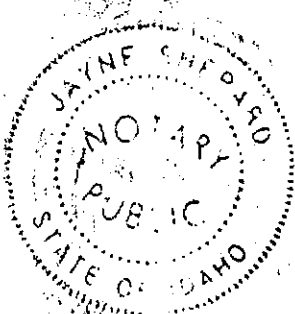
STATE OF IDAHO)

) ss.

County of Twin Falls)

On this 31st day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID WILLIAM CROCKETT, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Co-Personal Representative of the Estate of Marian L. Crockett, deceased.

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



Jayne Shepard
NOTARY PUBLIC
Residing at Buhl
My Commission Expires 1-21-99

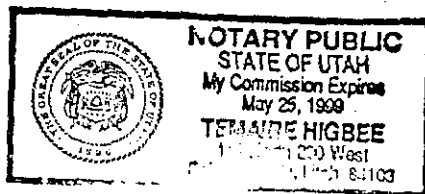
STATE OF Utah)

) ss.

County of Salt Lake)

On this 7th day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL DONALD CROCKETT, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Co-Personal Representative of the Estate of Marian L. Crockett, deceased.

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



Temaire Higbee
NOTARY PUBLIC
Residing at Salt Lake
My Commission Expires 5/25/99

**Exhibit A
T990001**

PART OF RP12S18E015420 & RP12S18E016200

Township 12 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho

Section 1: A parcel of land located in the South one-half of the Southwest Quarter, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 1, from which the South one-quarter corner of Section 1 bears

South 89°47'51" East 2620.04 feet;

Thence South 89°47'51" East along the South boundary of the Southwest Quarter of Section 1 for a distance of 812.18 feet to a point in the center of an existing access road and being the TRUE POINT OF BEGINNING;

Thence along the center of the existing access road on the following courses:

North 81°26'27" West 142.19 feet;

North 77°00'00" West 62.47 feet;

North 68°40'19" West 69.48 feet;

North 74°32'03" West 34.48 feet;

North 86°41'45" West 44.40 feet to the center of an existing bridge over Rock Creek;

Thence along the center of Rock Creek on the following courses:

North 15°23'10" East 72.92 feet;

North 08°12'50" West 95.32 feet;

North 07°31'35" West 79.64 feet;

North 00°25'21" West 118.98 feet;

North 18°39'52" East 101.83 feet;

North 55°50'43" East 57.83 feet;

North 56°33'16" East 58.07 feet;

North 44°38'58" East 61.22 feet;

North 18°15'51" West 95.17 feet;

North 41°12'11" West 174.33 feet;

North 52°09'10" East 128.15 feet;

North 15°26'53" East 73.60 feet;

North 22°12'37" East 102.83 feet;

North 14°17'38" West 36.95 feet;

North 44°50'08" West 86.36 feet;

North 22°10'02" West 105.68 feet;

North 05°34'03" East 21.49 feet to a point on the North boundary of the South one-half of the Southwest Quarter of Section 1;

Thence leaving the center of Rock Creek and along the North boundary of the South one-half of the Southwest Quarter of Section 1 on a bearing of South 89°50'48" East for a distance of 2085.26 feet to the Northeast corner of the South one-half of the Southwest Quarter of Section 1;

Thence South 00°18'42" West along the East boundary of the South one-half of the Southwest Quarter of Section 1 for a distance of 1322.73 feet to the South quarter corner of Section 1;

Thence North 89°47'51" West along the South boundary of the South one-half of the Southwest Quarter of Section 1 for a distance of 1807.86 feet to the TRUE POINT OF BEGINNING.

Exhibit A--continued
T990001

TOGETHER WITH: A 30.0 foot wide access easement for the purpose of ingress and egress on, over and across said 30.0 foot wide strip of land, said easement being centered on the following described line:

COMMENCING at a point on the Easterly right-of-way boundary of the Rock Creek Road, said point being located North 00°31'18" East 266.14 feet and North 89°28'42" West 72.08 feet from the Southwest corner of said Section 1 and being the TRUE POINT OF BEGINNING;

Thence South 68°02'25" East for a distance of 77.44 feet to a point on the West boundary of the Southwest Quarter of Section 1;

Thence South 53°58'01" East for a distance of 68.10 feet;

Thence South 59°46'14" East for a distance of 136.00 feet;

Thence South 68°52'32" East for a distance of 79.99 feet;

Thence South 75°54'18" East for a distance of 102.73 feet;

Thence South 86°20'25" East for a distance of 87.52 feet;

Thence South 89°06'28" East for a distance of 32.07 feet;

Thence South 86°41'45" East for a distance of 44.40 feet;

Thence South 74°32'03" East for a distance of 34.48 feet;

Thence South 68°40'19" East for a distance of 69.48 feet;

Thence South 77°00'00" East for a distance of 62.47 feet;

Thence South 81°26'27" East for a distance of 142.19 feet to a point on the South boundary of the Southwest Quarter of Section 1 and being the terminus of said Easement. The side boundaries of the described easement shall be lengthened and/or shortened as necessary to intersect the Easterly right-of-way boundary of Rock Creek Road and the South boundary of the Southwest Quarter of Section 1.



1132 Locust Twin Falls, Idaho 83301

CLOSING ESCROW INSTRUCTIONS

DATE OPENED: January 6, 1999

ESCROW NO. T990001 ORDER NO. T990001

BUYER: Brent Funk And Chalet Funk

TO: TWIN FALLS TITLE & ESCROW COMPANY, TWIN FALLS, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of \$38,349.00, and will on or before January 6, 1999 hand you said consideration, which is payable as follows:

PURCHASE PRICE PAYABLE IN CASH AT CLOSING

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a warranty deed executed by:

David William Crockett, P.r. And Paul Donald Crockett, P.r. And Of The Marian L. Crockett Estate,

and when you can issue your standard coverage form policy of title insurance with liability of \$38,349.00, on the property described on attached Order No. T990001.

SHOWING TITLE VESTED IN

Brent Funk And Chalet Funk,
Husband And Wife.

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1-7 & 9 THROUGH 15 of Schedule B of Commitment for Title Insurance, Order No. T990001, a copy of which is attached hereto.
2. Deed of Trust (or Mortgage) of record securing a note with an unpaid balance of \$-0-, with interest at the rate of -0- per annum in favor of -0-.

OTHER INSTRUCTIONS:

BUYER HEREBY ACKNOWLEDGES THAT THEY WILL TRANSFER THE WATER INCHES THROUGH THE IDAHO DEPARTMENT OF WATER RESOURCES AND NOT DURING CLOSE OF ESCROW.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF *: NO PRORATION OF TAXES AT CLOSING

Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.

Levies and assessments of the city to be current at close of escrow.

Insurance (including FHA mortgage insurance, if any).

Interest on all existing trust deeds, improvements assessments and/or bonds taken over by buyers.

Rental per rent statement handed you.

Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

you are to hold for me **10.78 INCHES OF 1880 WATER AND 6.3 INCHES OF 1907 WATER** shares of water stock of
IDAHO DEPARTMENT OF WATER RESOURCES

hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. The transfer of water is being made as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

hereby agree to pay any charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the termination of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

Twin Falls Title & Escrow Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow which may or may not have been previously signed by buyers and/or sellers herein.

parties acknowledge that Twin Falls Title & Escrow Company has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code. The Property Condition Disclosure Act, but have offered to furnish us a copy of the Seller Property Disclosure Form that may be required by the Act by this statement. Twin Falls Title & Escrow Company has recommended that the parties obtain legal advice as to the operation of this law. We further understand and acknowledge that any compliance with the Act was done outside of escrow.

GENERAL PROVISION

disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with a bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Proration of any instruments delivered through this escrow, if necessary or property in the issuance of a policy of title insurance called for, is hereby agreed.

parties are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

If you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the termination of such conflict.

parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by any party.

any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that the other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon be cancelled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter deliver a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become cancelled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "cancelled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that Twin Falls Title & Escrow Company is not licensed to practice law and no legal advice has been offered by Twin Falls Title & Escrow Company or any of its employees. I have been further informed that Twin Falls Title & Escrow Company is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by Twin Falls Title & Escrow Company to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by Twin Falls Title & Escrow Company, have been prepared under the direction of my attorney or myself, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reformatting of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

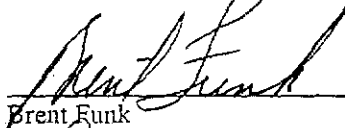
AMENDMENT TO GENERAL PROVISIONS

Disclosure of Taxpayer Identification Numbers

Internal Revenue Code 6109(h) imposes requirements for furnishing, disclosing and including taxpayer identification numbers in tax returns on the parties to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and that Twin Falls Title & Escrow Company is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. Twin Falls Title & Escrow Company is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate with this law, the parties to this escrow hereby authorize Twin Falls Title & Escrow Company to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold Twin Falls Title & Escrow Company harmless against any fees, costs, or judgements incurred and/or awarded in connection with the release of taxpayer identification numbers.

ADDRESS: , HANSEN, ID 83334


Brent Funk


Chalet Funk

SELLER: David William Crockett, P.r. And Paul Donald Crockett, P.r. And Of The Marian L. Crockett Estate

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instructions to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

\$ 0.00 to

\$ 0.00 to

At the close of this escrow, you are to mail any documents and your check or checks payable to:

DAVID WILLIAM CROCKETT AND PAUL DONALD CROCKETT, CO-PERSONAL REPRESENTATIVE'S OF THE
ESTATE OF MARIAN L. CROCKETT, DECEASED

David William Crockett
David William Crockett, P.r.

X

Paul Donald Crockett, P.r.

ADDRESS: , ,



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

AUGUST 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

BRENT AND CHALET FUNK
2786-B ROCK CREEK RD
HANSEN ID 83334

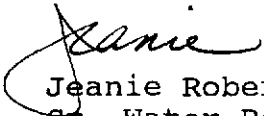
RE: SRBA CLAIM A47-00177A AND A47-16640A
CROCKETT/FUNK

Dear Mr. and Mrs. Funk:

Pursuant to the notification that you purchased two portions of the property to which the above referenced adjudication claims are appurtenant, the Department has split the original claims into parts C, D and E. Your portions have been renumbered to A47-00177D & E and A47-16640D & E. Please find enclosed a copy of the computer generated claims noting the changes.

Please review the records and if you have any corrections or questions, feel free to give me a call at the office.

Sincerely,


Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:

MEMO TO FILE: A47-00177A, C, D & E
A47-16640A, C, D, & E

DATE: 9/2/99

EMPLOYEE: Jeanie Robertson

Re: RECENT OWNERSHIP CHANGE MISTAKES!

I did an ownership change last month where I split A47-00177A and A47-16640A into parts C, D and E. I mistakenly gave the Funk's two parts (D & E) when, in fact, they had only purchased one parcel. Today I came across the ownership change to Edwin and Valerie Smith for the other parcel (E). I have notified the parties involved about the error and have changed parts E of the two rights from Funk to Smith. ☺



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

SEPTEMBER 2, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ESTATE OF MARIAN L CROCKETT
C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
HANSEN ID 83334

RE: SRBA CLAIM A47-00177A AND A47-16640A
CROCKETT/FUNK/SMITH

Dear Mr. Crockett:

Last month (August) I did an ownership change for these rights and I mistakenly thought that the Funks had purchased two parcels of land, the one containing 14.1 irrigated acres and the "North Parcel" which shows 28.4 irrigated acres. I split the rights and sent them copies of Parts D and E. I now realize that Edwin and Valerie Smith bought the "North Parcel". I have changed our records and now show the Funk's as owners of part D, and the Smith's as owners of part E. (I will also notify the Funks of the error.) Your part is still C and as I mentioned last month, still reflects the Helmans' portions as they have yet to submit their ownership change.

Sorry for the confusion and please feel free to call if you have any questions.

Sincerely,


Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:



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

SEPTEMBER 2, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

BRENT AND CHALET FUNK
2786-B ROCK CREEK RD
HANSEN ID 83334

RE: SRBA CLAIM A47-00177D -AND A47-16640D
CROCKETT/FUNK

Dear Mr. and Mrs. Funk:

Last month (August) I did an ownership change for the land you purchased from the Estate of Marian L. Crockett. I mistakenly thought that you had purchased two parcels of land, the one containing 14.1 irrigated acres (parts D) and the "North Parcel" which shows 28.4 irrigated acres (parts E). I sent you copies of both Parts D and E in your names. I now realize that Edwin and Valerie Smith bought the "North Parcel" (Parts E) from the Crockett Estate. I have corrected our records and now show you as owners of parts D only, and the Smith's as owners of parts E.

Sorry for the confusion and please feel free to call if you have any questions or if this is incorrect.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jeanie', written over the printed name.

Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:

Log for claim A47-16640D

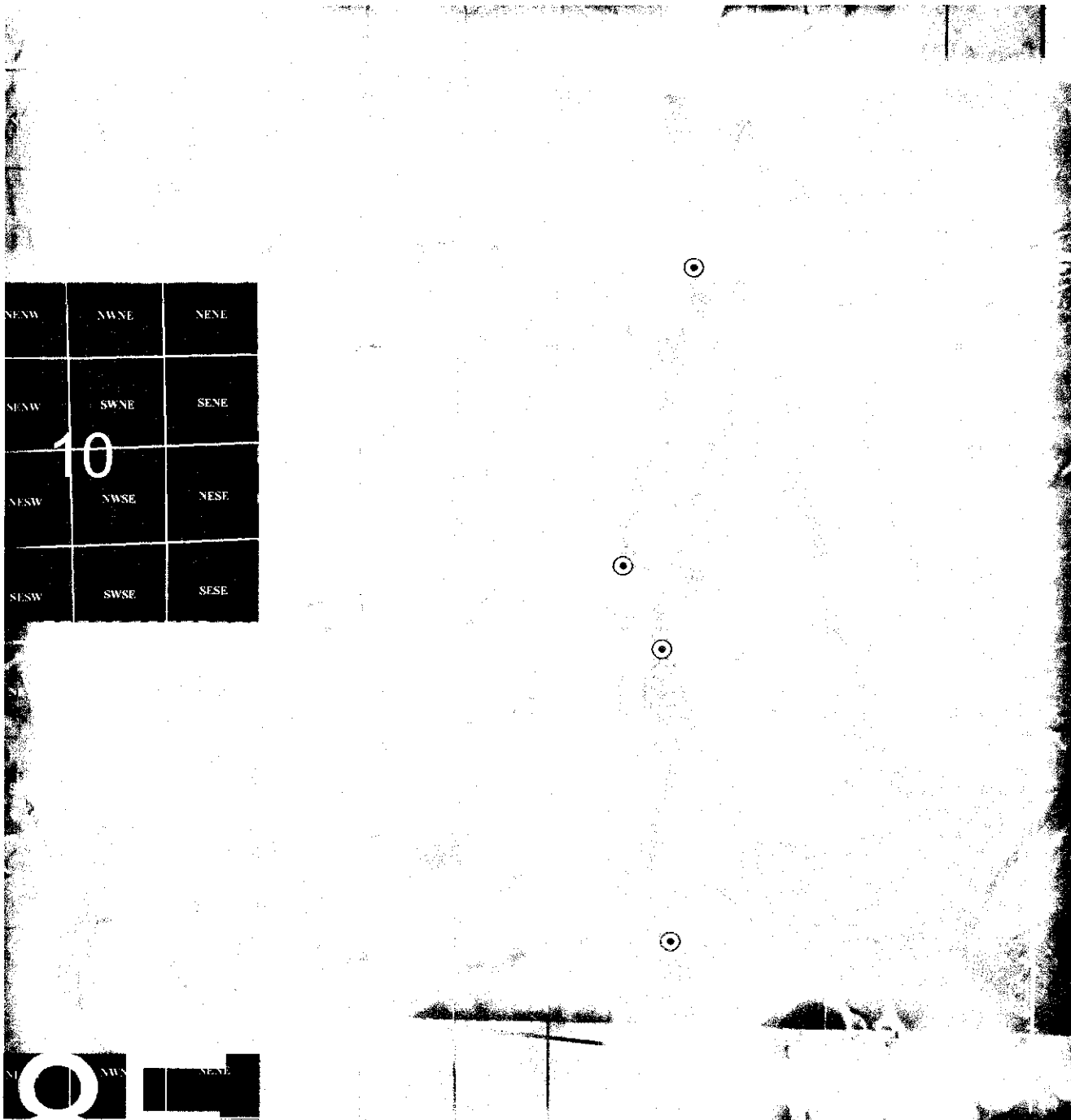
Spatial Dynamics LTD

11/1/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
12s18e	1	SWSW	10	38	Indiscernible
12s18e	1	SESW	2	10	Indiscernible
12s18e	12	NWNW	0.5	22	Indiscernible
Totals:			12.5	70	

Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000

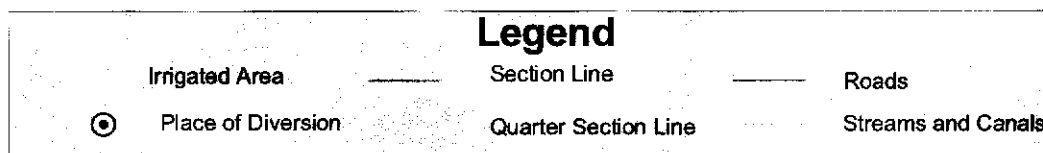


Legend			
Irrigated Area	Section Line	Roads	
Place of Diversion	Quarter Section Line	Streams and Canals	

1500 0 1500 3000 Feet

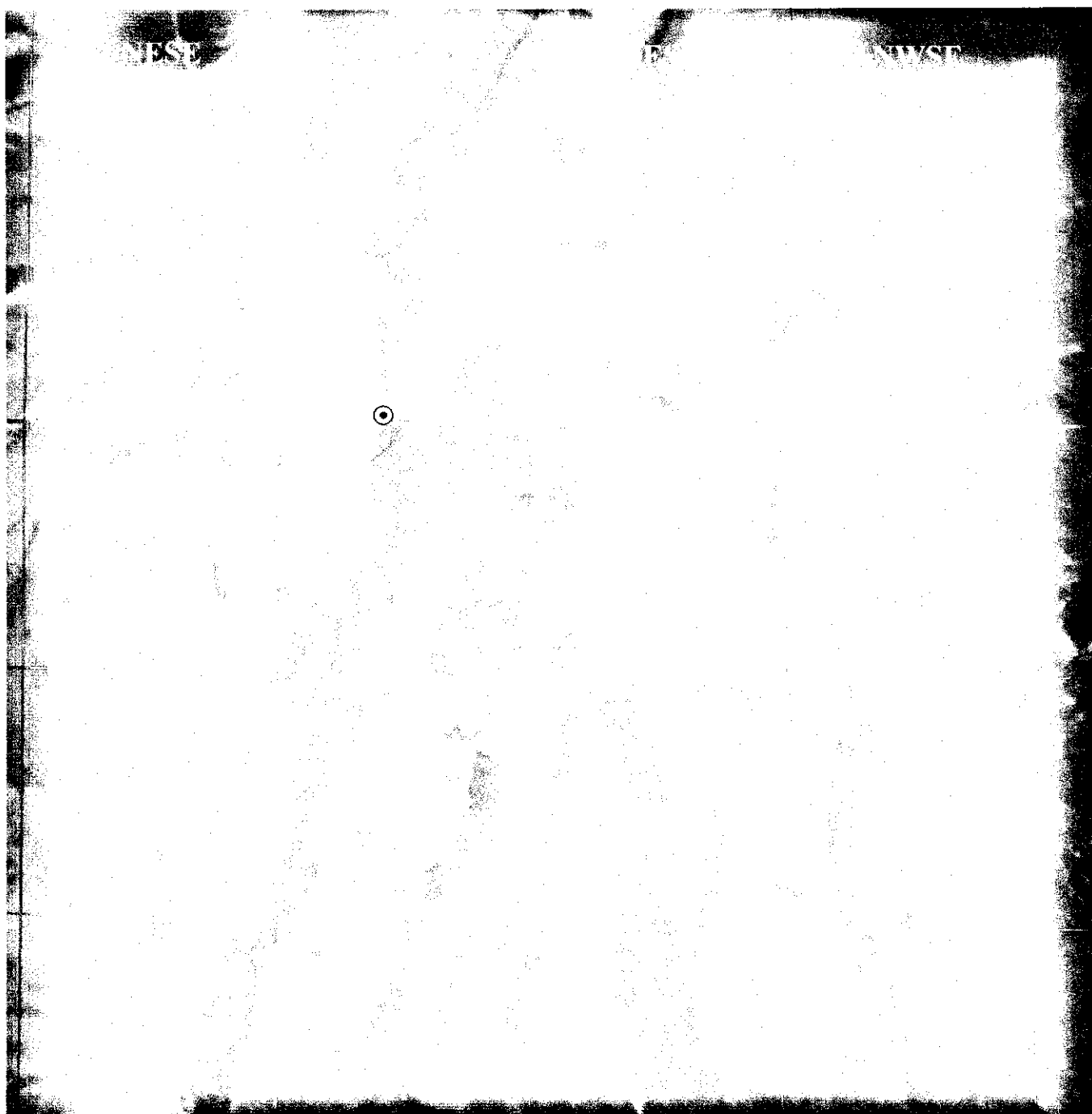


11/01/2000



Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000

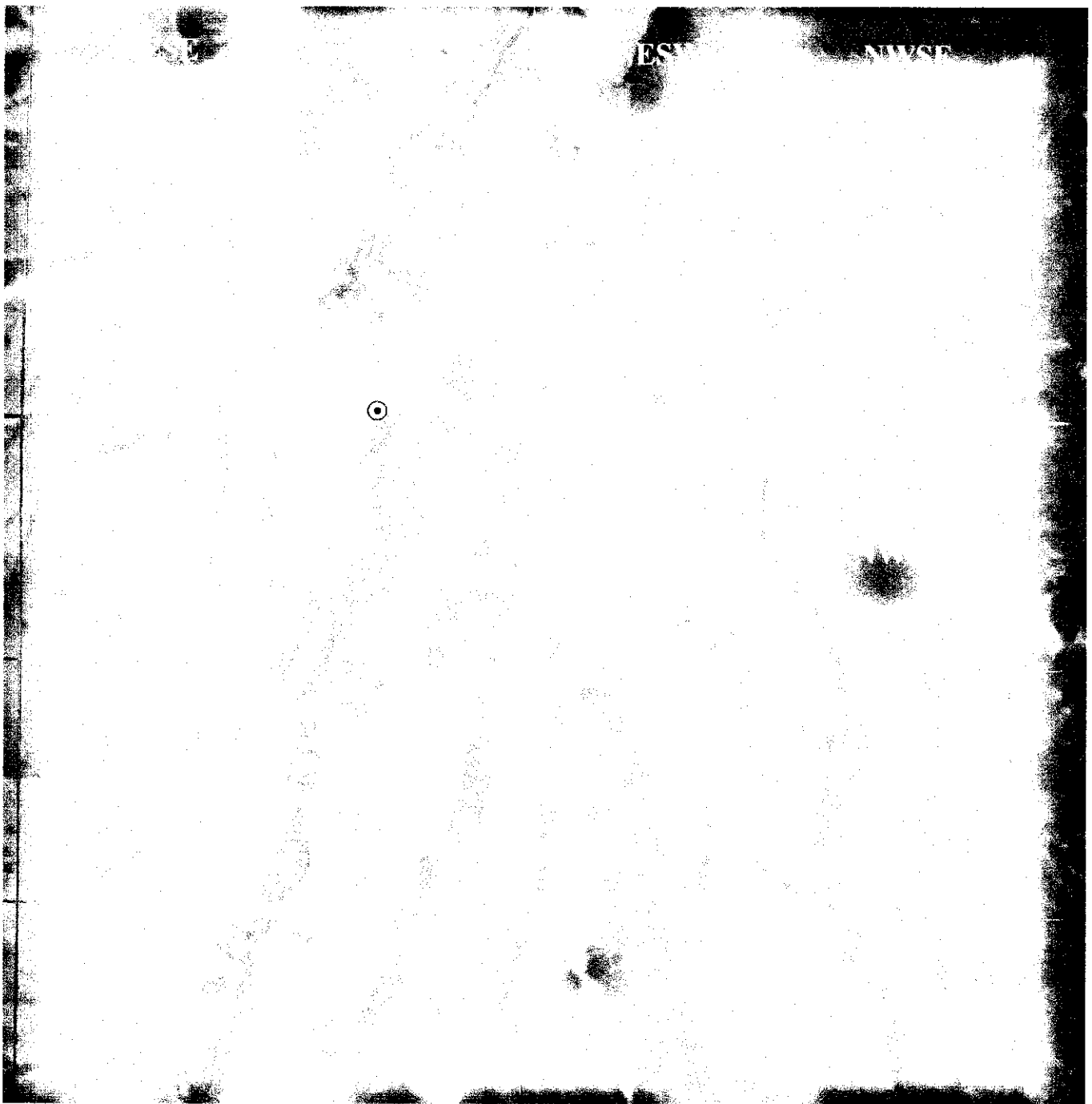


Legend			
Irrigated Area	Section Line	Roads	
Place of Diversion	Quarter Section Line	Streams and Canals	



Water Right Claim Number A47-16640D
Township , 12S18E

11/01/2000



Legend			
 Irrigated Area	 Section Line	 Roads	
 Place of Diversion	 Quarter Section Line	 Streams and Canals	



500 0 500 1000 Feet



AJ5809NP
No. A47-16640D

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 436

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CHALET FUNK	04/01/1880	IRRIGATION	04-01 11-01	0.216 CFS	
C	BRENT FUNK		STOCKWATER	01-01 12-31	0.050 CFS	
	2786-B ROCK CREEK ROAD					
	HANSEN ID 83334					
	(208) 423-5799					
				TOTAL DIVERSION:	0.216 CFS	

Water Source: ROCK CREEK

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion:

T12S R18E S01 SWSWSW
S11 NESESE
S12 SWSWSW
S13 SWNWSW

TWIN FALLS County
TWIN FALLS County
TWIN FALLS County
TWIN FALLS County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
12S	18E	1	:					:					:			10	02	:					:	13.6
12S	18E	12	:					:			.5		:					:					:	0.5
																								TOTAL ACRES 14.1

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
12S	18E	1	:					:					:			S	S	:					:	
12S	18E	12	:					:			S		:					:					:	

POU County: TWIN FALLS

Other Rights: 47-00177D

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

47-14038	A47-00116B	A47-00119	A47-00120R	A47-00137A	A47-00137B	A47-00140	A47-00141	A47-00142	A47-00147B
A47-00151R	A47-00153	A47-00154	A47-00168	A47-00169	A47-00170	A47-00171	A47-00173	A47-00174	A47-00175
A47-00176	A47-00177B	A47-00177D	A47-00177E	A47-00177F	A47-00177G	A47-00178	A47-00179	A47-00180	A47-00181
A47-00182	A47-00183	A47-00184A	A47-00184B	A47-00187	A47-00188	A47-00189	A47-00190	A47-00191	A47-00192
A47-00193	A47-02484A	A47-02495	A47-07529	A47-12504	A47-14038	A47-16640B	A47-16640E	A47-16640F	A47-16640G
R47-00137B	R47-00183	R47-00184A	R47-02484A						

Other Water Rights Listing Overlapping Place(s) of Use:

A47-00116	A47-00116A	A47-00116B	A47-00117	A47-00153	A47-00177	A47-00177A	A47-00177B	A47-00177C	A47-00177D
A47-00177G	A47-02495	A47-12504	A47-16640	A47-16640A	A47-16640B	A47-16640C	A47-16640G		

Remarks: EXP THIS RIGHT WAS PREVIOUSLY CLAIMED AS A47-00116A, WHICH HAS
BEEN RENUMBERED AND AMENDED TO DESCRIBE THE ACTUAL USAGE TODAY.

AJ5809NP
No. A47-16640D

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 437

Remarks:

OWNERSHIP CHANGE FROM MARIAN L CROCKETT TO ESTATE OF MARIAN L CROCKETT, C/O DAVID AND/OR PAUL CROCKETT. COPY OF APPLICATION FOR INFORMAL PROBATE OF WILL AND APPOINTMENT OF CO-PERSONAL REPRESENTATIVES SUBMITTED. 1/7/98 jr

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 47-00116 (PART) AND 47-00117.

THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF PART OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT TO BRENT AND CHALET FUNK. COPY OF PERSONAL REPRESENTATIVE'S DEED SUBMITTED WITH FORM. 8/3/99 jr

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number: 470	Field Inspection Flag:	
		Presumption Flag: D	
Audit:	08/03/99 JROBERTS		