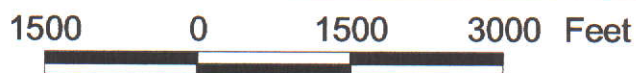
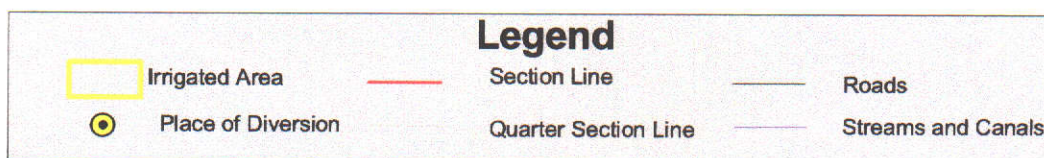
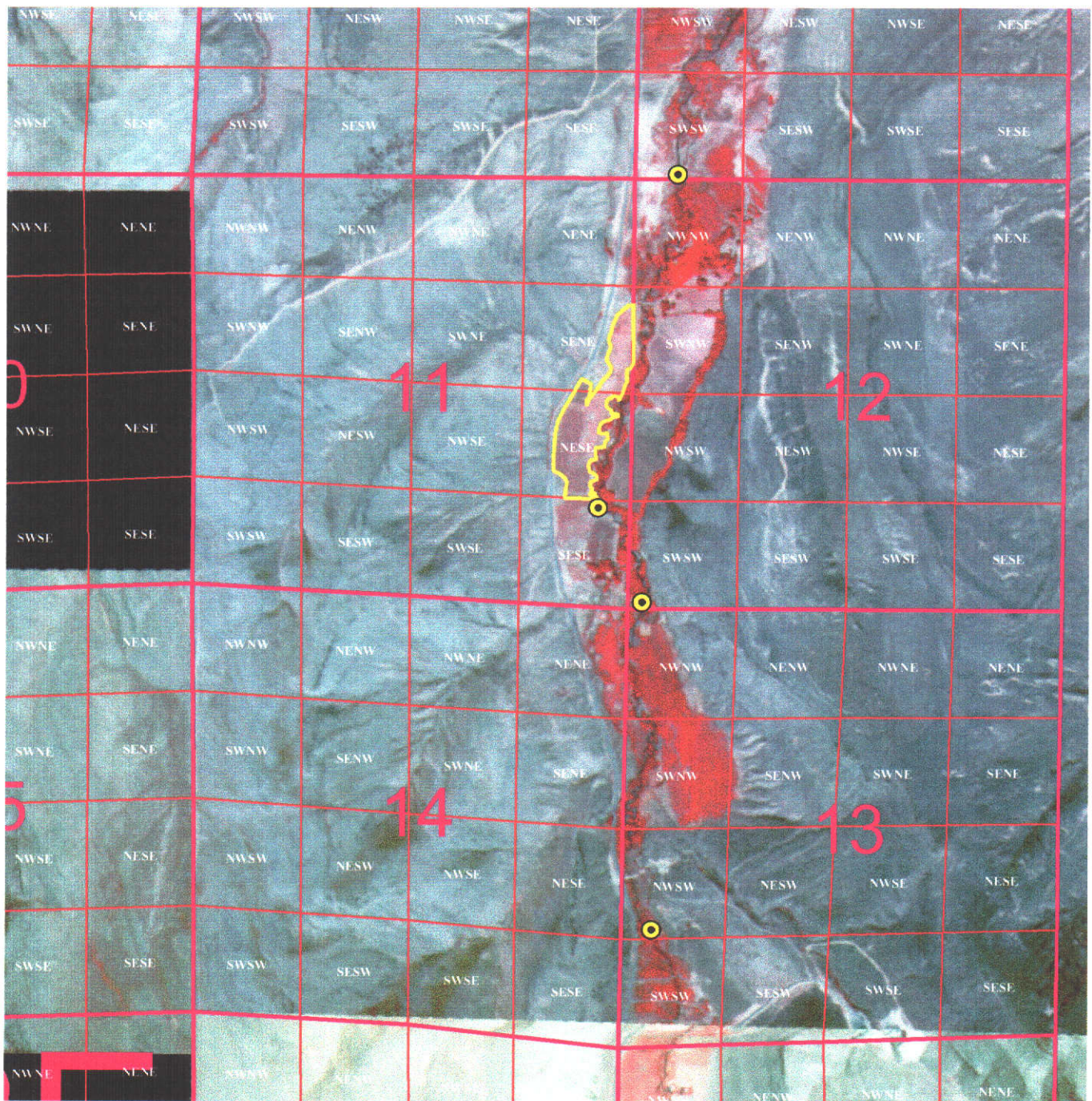


Water Right Claim Number A47-16640F
Township , 12S18E

11/01/2000



T-2832
F-1497

T-2833
F-1501

10 NW
37.2

9.0

2 NW
18.7

NC
3 NW
11.0 NW

2
11 12

5 NW
7.9

4 NW
6.7

6 NW
7.0

7 NW
8.3

8 NW
4.0

4.7 NW

2 NW
7.3

12

4 NW
10.4

3 NW
24.0

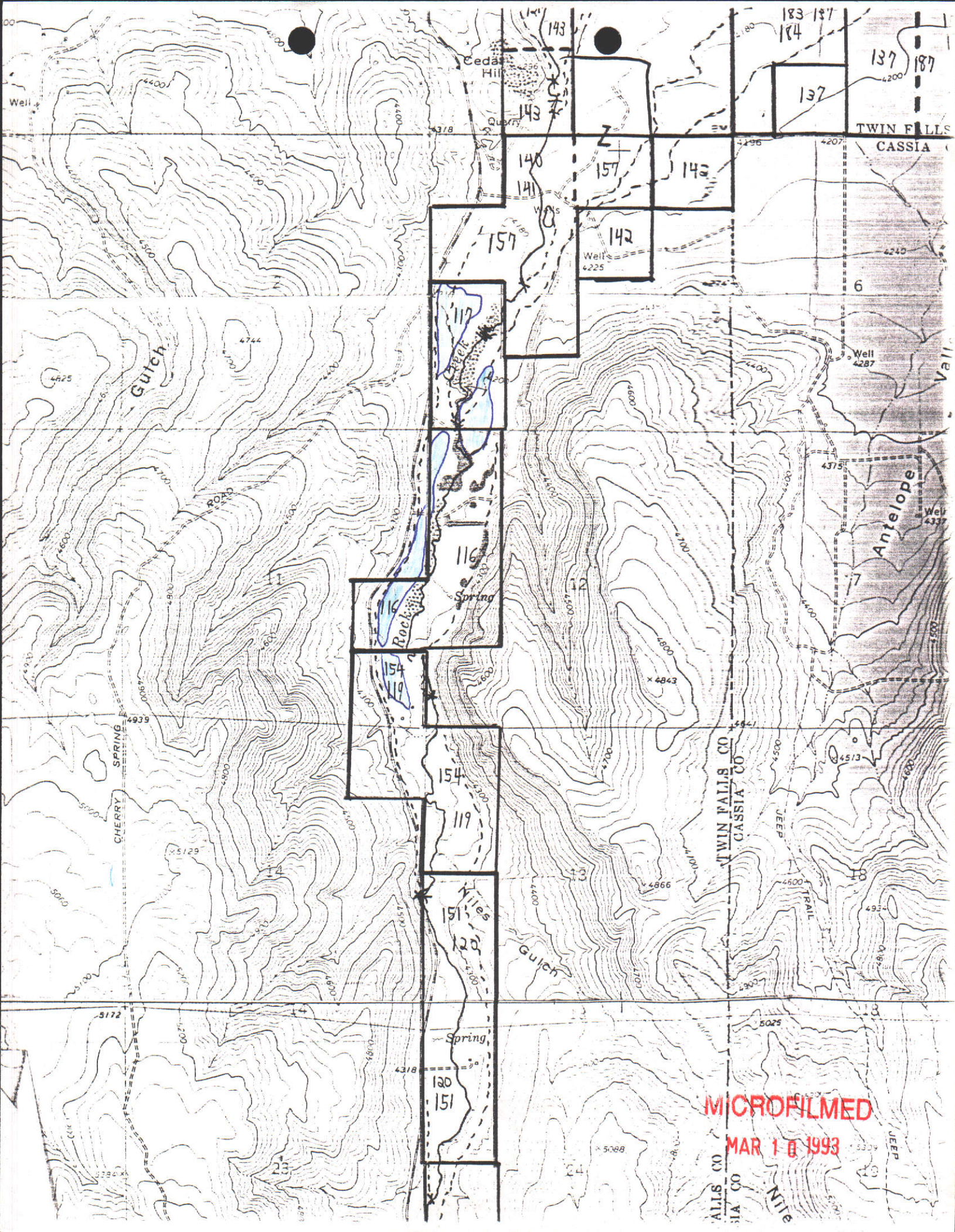
5 NW
10.9 NW

● = P/D PUMP

⊙ = P/D HEADGATE

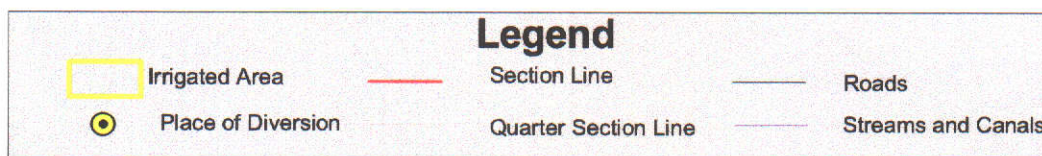
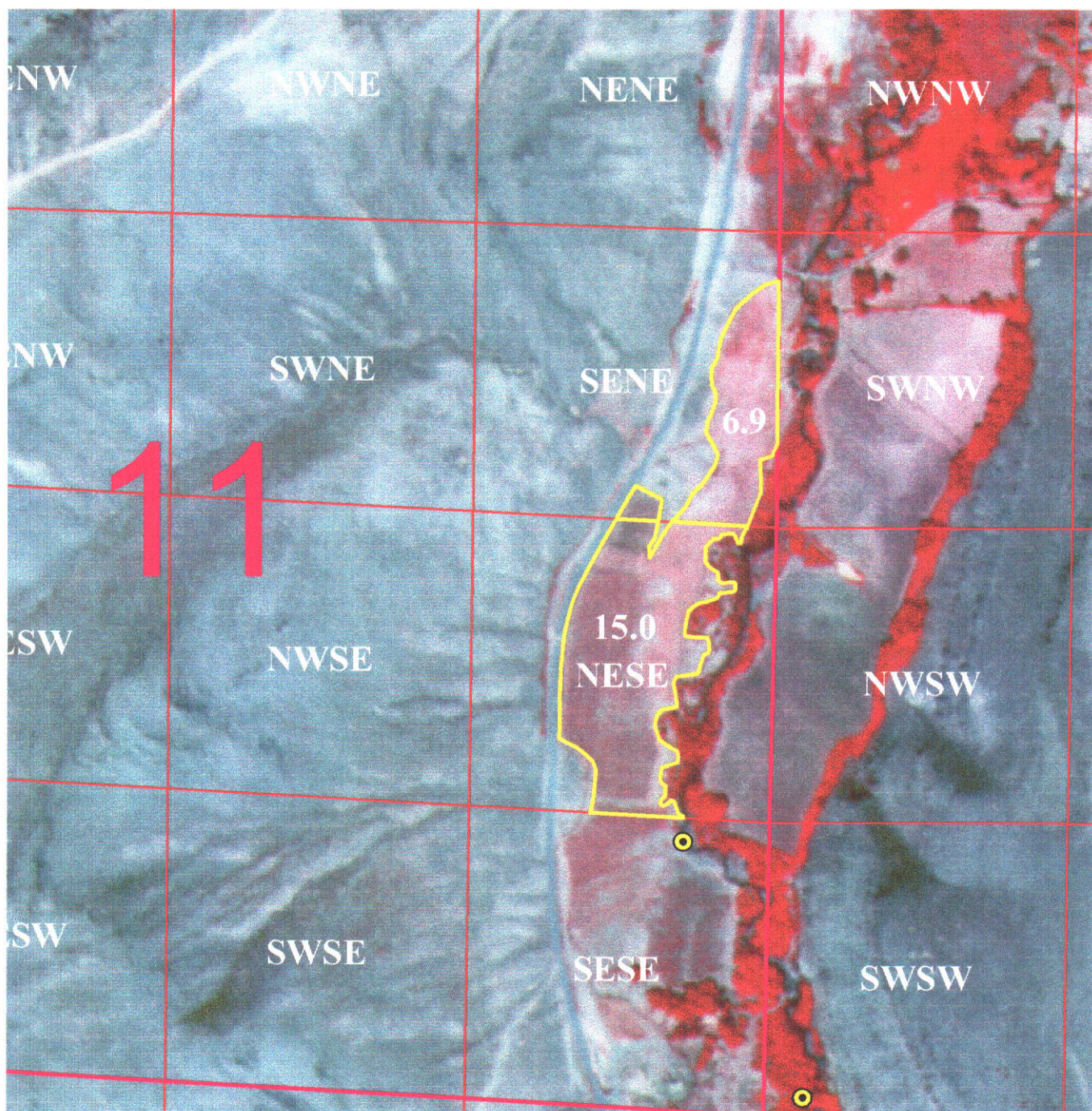
Crockett Transfer 47-
Satterlee, GL

Scale 1"=660'



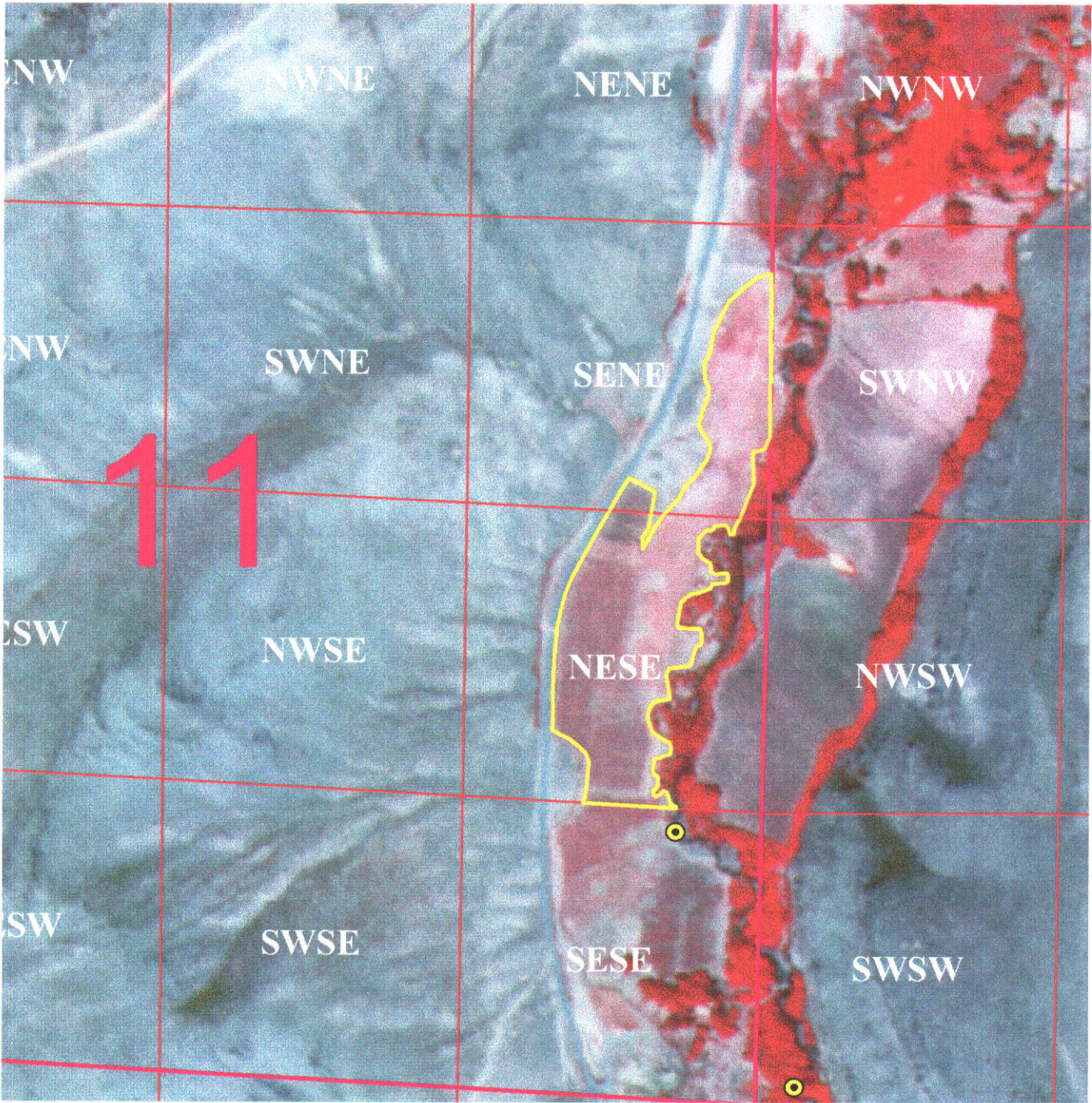
Water Right Claim Number A47-16640F
Township , 12S18E

11/01/2000



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

11/01/2000



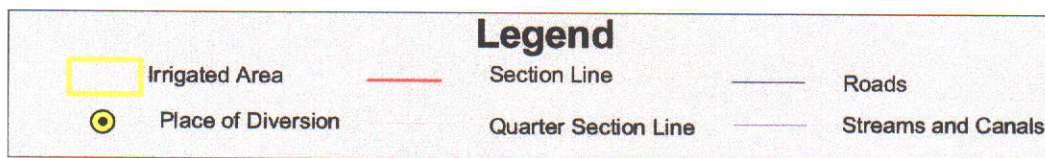
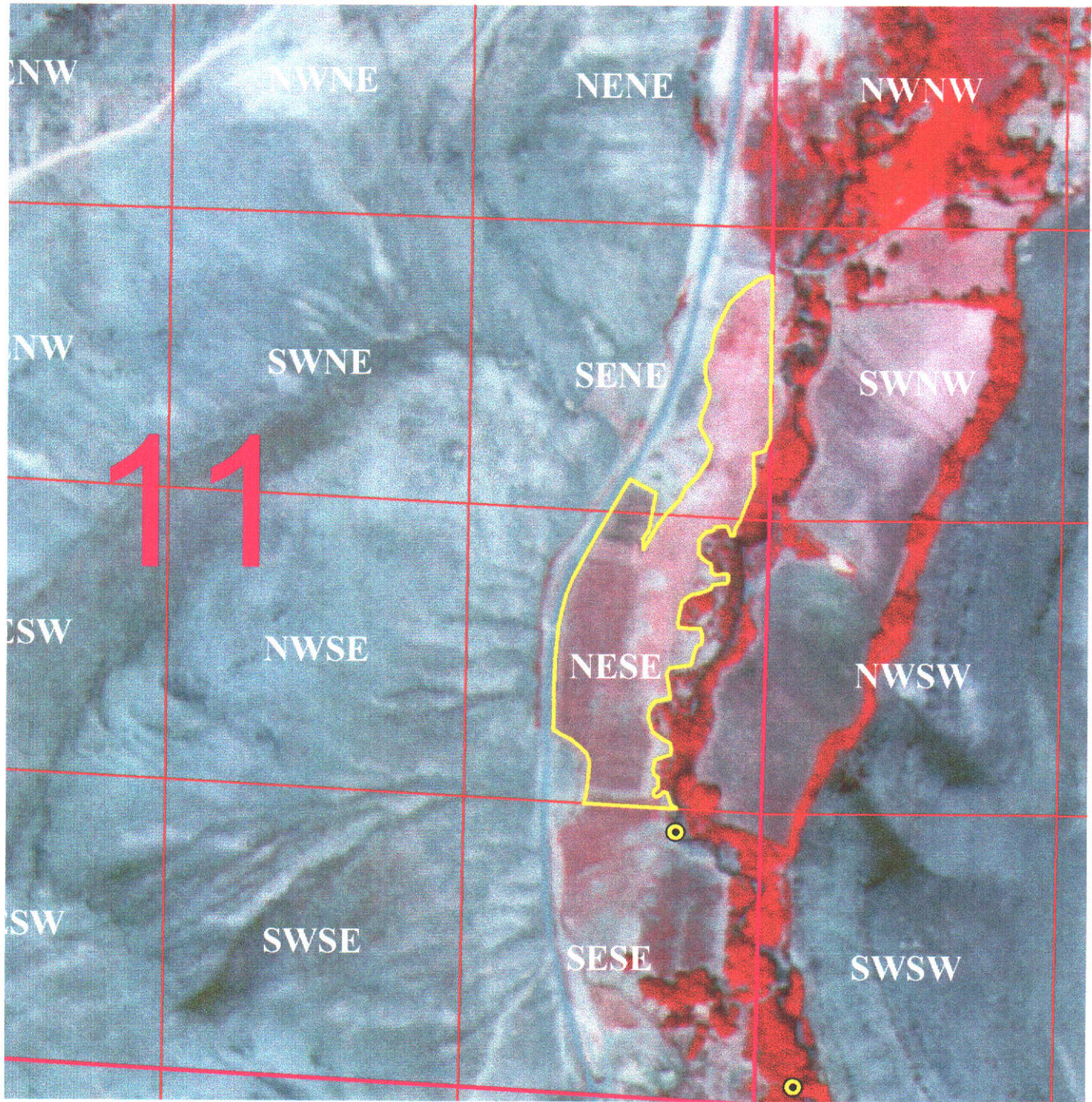
Legend

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



Water Right Claim Number A47-16640F
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: A47-16640F
Date Received: 12/15/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: DAVID W CROCKETT 208-423-4545
Address: 2678 ROCK CREEK RD
HANSEN ID 83334
AND/OR
Name: DEBORA S CROCKETT 208-423-4545
Address: 2678 ROCK CREEK RD
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	0.413		
STOCKWATER	01/01	12/31	0.050		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	11	SE	NE		IRR	7.1
			SE	NE		STOCK	
			NE	SE		IRR	15.9
			NE	SE		STOCK	

Section Acres 23.0

Total Acres 23.0

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:

47-00177F

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 OLD⁵ RIGHT NOS. 47-00116 (PART)
AND 47-00117.

THIS IS A PORTION OF THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE
PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY
OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 ir

*****SPLIT RIGHT*****
THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT
OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE
OF MARIAN L CROCKETT; ONE TO BRENT AND CHALET FUNK, THE OTHER TO
EDWIN AND VALERIE SMITH. 9/2/99 jr

2/24/2000 TF; THIS IS THE REMAINING PORTION OF A47-16640C AFTER
THE SALE OF 5 ACRES AND .015 CFS TO BROKEN DIAMOND RANCH PER
1409(6) AND PERSONAL REPRESENTATIVES DEED REC'D 2/22/2000.

3/9/2000 TF; OWNERSHIP CHANGED MARIAN CROCKETT ESTATE TO DAVID
AND DEBORA CROCKETT PER 1409(6) AND PERSONAL REPRESENTATIVES
DEED REC'D 3/6/2000.

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



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

DIRK KEMPTHORNE
GOVERNOR

March 9, 2000

KARL J. DREHER
DIRECTOR

DAVID W CROCKETT
DEBORA S CROCKETT
2678 ROCK CREEK RD
HANSEN ID 83334

RE: SRBA Claim(s) A47-00177F, A47-16640F

Dear Mr. and Mrs. Crockett:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett', with a long horizontal flourish extending to the right.

Trish Fawcett
Technical Records Specialist

enc.

RECEIVED

MAR 06 2000

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): A47-00177F, A47-16640F

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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)
 - OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant MARIAN Crockett estate
2786 Rock Creek Rd. HANSEN Id.

4. New Owner/Claimant(s) David W. and Debora S. Crockett
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 2678 Rock Creek Rd
 City, State and ZIP Code HANSEN Idaho 83334
 New Telephone Number (208) 423-4545

5. Date you acquired the property _____

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired <u>none</u> Other uses _____

7. Signature of New Owner(s) or Claimant(s).

David W. Crockett

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.

COLEMAN, RITCHIE & ROBERTSON

Attorneys at Law
156 2nd Avenue West
P. O. Box 525
Twin Falls, Idaho 83303-0525

JOHN R. COLEMAN, CHTD.
JOHN S. RITCHIE
THOMAS M. ROBERTSON
DAVID A. COLEMAN, CHTD.

TELEPHONE (208)734-1224

FAX (208)734-3983
E-MAIL: crr@micron.net

FACSIMILE TRANSMISSION COVER SHEET

DATE: 3-6-00

TO: Idaho Department of Water Resources, ATTN: Trish

FAX NO: 736-3037

FROM: David A. Coleman

NUMBER OF PAGES TRANSMITTED INCLUDING THIS COVER SHEET: 5

DESCRIPTION OF ITEM(S) SENT: Personal Representative's Deed to David and Deborah
Crockett.

SPECIAL INSTRUCTIONS:

ORIGINAL ITEM(S) WILL:

- ☐ Follow by regular mail
- ☐ Follow by express mail
- ☒ Not be sent

If you do not receive all pages, please call (208)734-1224.

Twin Falls County, Idaho
Recorded for:
COLEMAN, RITCHIE, ET AL
04:18pm Mar. 16, 1999
1999-004962
No. of Pages: 4 Fee: \$12.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: BA

PERSONAL REPRESENTATIVE'S DEED

For good and valuable consideration, receipt of which is hereby acknowledged, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT, CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIAN L. CROCKETT, deceased, as Grantors, do hereby GRANT, SELL and CONVEY to DAVID W. CROCKETT and DEBORA S. CROCKETT, husband and wife, residing at 2678 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 EAST ONE HALF(E½) OF SECTION 11 AND SW¼NW¼ OF SECTION 12 OF TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, FROM WHICH THE EAST ONE QUARTER(E¼) CORNER BEARS N00°41'00"E-2641.57 FEET, THENCE N00°41'00"E ALONG THE EAST BOUNDARY OF THE SE¼ OF SECTION 11 FOR A DISTANCE OF 1320.73 FEET TO THE SOUTHEAST CORNER OF THE NE¼SE¼ OF SECTION 11, THENCE N87°22'12"W ALONG THE SOUTH BOUNDARY OF THE NE¼SE¼ OF SECTION 11 FOR A DISTANCE OF 431.79 FEET TO A POINT IN THE APPROXIMATE CENTER OF ROCK CREEK AND BEING THE TRUE POINT OF BEGINNING:

THENCE CONTINUING N87°22'12"W ALONG THE SOUTH BOUNDARY OF THE NE¼SE¼ OF SECTION 11 FOR A DISTANCE OF 546.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON THE FOLLOWING COURSE:

N00°04'10"E-524.42 FEET TO A RIGHT-OF-WAY ANGLE POINT;

THENCE N89°55'50"W FOR A DISTANCE OF 5.00 FEET TO THE POINT OF CURVE OF A CURVE RIGHT;

THENCE NORTHEASTERLY ALONG THE ARC OF THE

CURVE RIGHT FOR A DISTANCE OF 600.94 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 1110.92 FEET AND A LONG CHORD BEARING AND DISTANCE OF N15°34'34"E-593.64 FEET;

THENCE N31°04'38"E FOR A DISTANCE OF 541.29 FEET TO THE POINT OF CURVE OF A CURVE LEFT;

THENCE NORTHEASTERLY ALONG THE ARC OF THE CURVE LEFT FOR A DISTANCE OF 457.80 FEET, SAID ARC HAVING A RADIUS OF 1472.39 FEET AND A LONG CHORD BEARING AND DISTANCE OF N22°11'47"E-455.96 FEET;

THENCE N13°12'32"E FOR A DISTANCE OF 503.63 FEET;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON A BEARING OF S75°26'29"E FOR A DISTANCE OF 44.61 FEET;

THENCE S86°13'57"E FOR A DISTANCE OF 152.41 FEET;

THENCE S77°00'01"E FOR A DISTANCE OF 36.77 FEET;

THENCE S66°27'46"E FOR A DISTANCE OF 127.23 FEET TO A POINT IN THE APPROXIMATE CENTER OF ROCK CREEK;

THENCE ALONG THE APPROXIMATE CENTER OF ROCK CREEK ON THE FOLLOWING COURSES:

S21°05'38"W--27.53 FEET;

S14°10'28"E--71.56 FEET;

S06°20'45"W--429.36 FEET;

S15°33'26"W--767.26 FEET;

S08°41'16"E--222.13 FEET;

S02°54'52"E--261.76 FEET;

S55°20'46"W--251.31 FEET;

S01°22'16"E--154.29 FEET;

S44°00'45"W--41.94 FEET;

S00°50'08"W--103.28 FEET;

S07°47'58"W--67.76 FEET;

S27°09'56"W--196.53 FEET TO THE TRUE POINT

OF BEGINNING.

CONTAINING 33.3 ACRES, MORE OR LESS

DATED this 16th day of March, 1999.

David William Crockett
DAVID WILLIAM CROCKETT

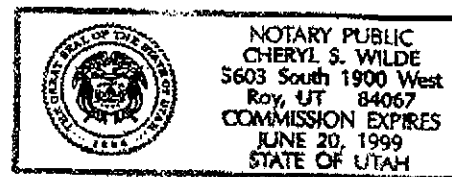
Paul Donald Crockett
PAUL DONALD CROCKETT
Co-Personal Representatives of the
Estate of Marian L. Crockett,
deceased

STATE OF Utah)
County of Davis) ss.

On this 28 day of January, 1999, 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.

Cheryl S. Wilde
NOTARY PUBLIC
Residing at Garlington
My Commission Expires 6-20-99

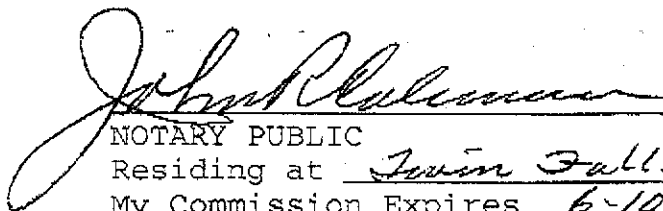


On this 16th day of March, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID WILLIAM CROCKETT, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Co-Personal Representative 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.



JOHN R. COLEMAN
NOTARY PUBLIC, STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 6-10-99


NOTARY PUBLIC
Residing at Twin Falls, Id.
My Commission Expires 6-10-99

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

03/09/00 15:37:30
Page 1

Water Right Number - A47-16640C

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

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

*** C - CURRENT OWNER ***
SPLIT RIGHT

1 -
2 -
3 -

City- X
Phone - 208-000-0000

State- ID Zip- 0

*** D - ORIGINAL OWNER ***
CROCKETT

ESTATE OF MARIAN L

1 - C/O PAUL AND/OR DAVID CROCKETT
2 - 2678 ROCK CREEK RD
3 -

City- HANSEN
Phone - 208-423-4545

State- ID Zip- 83334

+ - - Priority Date - - +
04/01/1880

+ - - - Region - - - +
ERROR IN REGION

+ - - - Stage - - - +

+ - - - Status - - - +
Z - SEE REMARKS

+ - - - - Source - - - - - +
ROCK CREEK
SPLIT RIGHT

+ - - - - Tributary - - - - - +
SNAKE RIVER

Tw	Rng	Sec	Tract	Lot	RFlg	County
12S	18E	1	SW SW SW		(83)	TWIN FALLS
		11	NE SE SE		(83)	TWIN FALLS
		12	SW SW SW		(83)	TWIN FALLS
		13	SW NW SW		(83)	TWIN FALLS

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	11/01	0.428	
04 - STOCKWATER		01/01	12/31	0.050	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.428 0.0

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
12S	18E	11	NE NE		1.5	01	IRRIGATION	(83) TWIN FALLS
12S	18E	11	SE NE		9.0	01	IRRIGATION	(83) TWIN FALLS
12S	18E	11	NE SE		15.9	01	IRRIGATION	(83) TWIN FALLS
12S	18E	12	NW NW		1.4	01	IRRIGATION	(83) TWIN FALLS
12S	18E	12	SW NW		0.2	01	IRRIGATION	(83) TWIN FALLS
12S	18E	11	NE NE			04	STOCKWATER	(83) TWIN FALLS
12S	18E	11	SE NE			04	STOCKWATER	(83) TWIN FALLS
12S	18E	11	NE SE			04	STOCKWATER	(83) TWIN FALLS
12S	18E	12	NW NW			04	STOCKWATER	(83) TWIN FALLS
12S	18E	12	SW NW			04	STOCKWATER	(83) TWIN FALLS

Total Acres: 28.0

Water right number - A47-16640C

Prefix Translation: ADJUDICATION CLAIM

- + - - Diversion Means - DAMS, DITCHES, PUMP
- + - - Non-Irrigation Use - S/200 CATTLE, 4 HORSES
- + - - Other Rights for Same Use - 47-00177C

+ - - - - - Remarks - - - - - +

EXP 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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 jr
*****SPLIT RIGHT*****
THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT; ONE TO BRENT AND CHALET FUNK, THE OTHER TO EDWIN AND VALERIE SMITH. 9/2/99 jr

3/9/2000 TF; THIS CLAIM HAS BEEN SPLIT INTO PARTS 'F' AND 'G' PURSUANT TO THE SALE OF 5 ACRES AND .015 TO BROKEN DIAMOND RANCH.

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

4700116
4700117

+ - - - - - Conditions of Approval - - - - - +

No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +

A.D. NORTON ET AL

+ - - - - Decree Defendant - - - +

PATRICK GARRITY ET AL

+ - Decree Date - +

00/00/0000

+ - - - - - Comments - - - - - +

No Comments Found

+ - - Audit Fields - - +

03/09/00 TFAWCETT

+ - - - - - 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	- 00/00/0000	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	- FOURTH

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

03/09/00 15:37:30
Page 3

Water right number - A47-16640C

Prefix Translation: ADJUDICATION CLAIM

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

Claim Received Date	- 12/15/1988	Last Amended Date	- 01/07/1998	Temporary Right	- P
		Receipt Number	- X777777	Water District	- 470
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	- D
				Notice of Error Flag	-

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: **A47-16640F**
Date Received: 12/15/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ESTATE OF MARIAN L CROCKETT 208-423-4545
Address: C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
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	0.413		
STOCKWATER	01/01	12/31	0.050		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
12S	18E	11	SE	NE		IRR	7.1
			SE	NE		STOCK	
			NE	SE		IRR	15.9
			NE	SE		STOCK	

Section Acres 23.0

Total Acres 23.0

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:

47-00177F

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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE
PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY
OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 jr

*****SPLIT RIGHT*****
THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT
OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE
OF MARIAN L CROCKETT; ONE TO BRENT AND CHALET FUNK, THE OTHER TO
EDWIN AND VALERIE SMITH. 9/2/99 jr

2/24/2000 TF; THIS IS THE REMAINING PORTION OF A47-16640C AFTER
THE SALE OF 5 ACRES AND .015 CFS TO BROKEN DIAMOND RANCH PER
1409(6) AND PERSONAL REPRESENTATIVES DEED REC'D 2/22/2000.

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



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

DIRK KEMPTHORNE
GOVERNOR

February 28, 2000

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(s) A47-00177C and A47-16640C

Dear Claimants:

Pursuant to the notification that you sold a portion of the property to which the above referenced adjudication claims are appurtenant, the department has split the original claims into parts F and G. Your portion has been renumbered to A47-00177F and A47-16640F, while the portion you sold to Broken Diamond Ranch was numbered A47-00177G and A47-16640G.

Enclosed please find your copies of the computer-generated claims. Review these documents and should you have any questions or corrections, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

cc: Broken Diamond Ranch

RECEIVED
FEB 22 2000
Idaho Department of Water Resources

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 Number(s) A47-16640 .015 CFS ; .008 CFS A47-00177
Adjudication Claim Number(s) _____

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 on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Marion Crockett Estate
David Crockett, P.R.; Paul Crockett, P.R.

4. New Owner/Claimant(s) _____
Name connector (Check one): [] AND, [] OR, [] AND/OR
New Mailing Address Broken Diamond Ranch

City, State and ZIP Code 2391 Rock Creek Road, Hansen,
New Telephone Number (208) 423-5064 JD 83334

5. Date you acquired the property 2-17-00

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) [Signature] Date 2-17-00
[Signature] Date 2-17-00

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Twin Falls County, Idaho

Recorded for:

TWIN FALLS TITLE

04:30pm

Feb. 17, 2000

2000 - 002358

No. of Pages: 3 Fee: \$9.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

PERSONAL REPRESENTATIVES' DEED

For good and valuable consideration, receipt of which is hereby acknowledged, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT, CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIAN L. CROCKETT, deceased, as Grantors, do hereby GRANT, SELL and CONVEY to BROKEN DIAMOND RANCH, A PARTNERSHIP, with mailing address of 2391 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 NE¼ OF SECTION 11 AND NW¼ OF SECTION 12 OF TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11, FROM WHICH THE EAST ONE QUARTER(E¼) CORNER BEARS S00°41'00"W-2641.57 FEET, THENCE S89°57'51"E ALONG THE NORTH BOUNDARY OF THE NW¼ OF SECTION 12 FOR A DISTANCE OF 435.56 FEET, THENCE S24°51'42"W FOR A DISTANCE OF 927.04 FEET TO A POINT IN THE APPROXIMATE CENTER OF ROCK CREEK AND BEING THE TRUE POINT OF BEGINNING:

THENCE S18°23'01"E ALONG THE APPROXIMATE CENTER OF ROCK CREEK FOR A DISTANCE OF 394.16 FEET;

THENCE S21°05'38"W ALONG THE APPROXIMATE CENTER OF ROCK CREEK FOR A DISTANCE OF 333.33 FEET;

THENCE LEAVING THE CENTER OF ROCK CREEK ON A BEARING OF N66°27'46"W FOR A DISTANCE OF 127.24 FEET;

THENCE N77°00'01"W FOR A DISTANCE OF 36.77 FEET;

THENCE N86°13'57"W FOR A DISTANCE OF 152.41 FEET;

THENCE N75°26'29"W FOR A DISTANCE OF 44.61 FEET TO

A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON THE FOLLOWING COURSES:

N13°12'32"E FOR A DISTANCE OF 48.58 FEET TO THE POINT OF CURVE OF A CURVE LEFT;

NORTHEASTERLY ALONG THE ARC OF THE CURVE LEFT FOR A DISTANCE OF 317.17 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 2904.79 FEET AND A LONG CHORD BEARING AND DISTANCE OF N10°07'36"E-317.02 FEET;

N83°00'33"W FOR A DISTANCE OF 5.00 FEET;

N06°59'27"E FOR A DISTANCE OF 341.32 FEET;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON A BEARING OF S58°36'03"E FOR A DISTANCE OF 257.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.52 ACRES, MORE OR LESS

DATED this 16 day of February 2000

David William Crockett
DAVID WILLIAM CROCKETT

✓ Paul Donald Crockett
PAUL DONALD CROCKETT

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

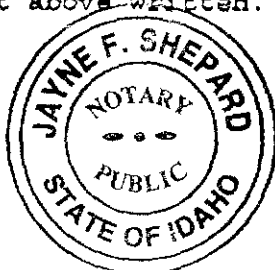
STATE OF IDAHO

) ss.

County of Twin Falls

On this 17th day of February 2000, 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 F. Shepard
NOTARY PUBLIC

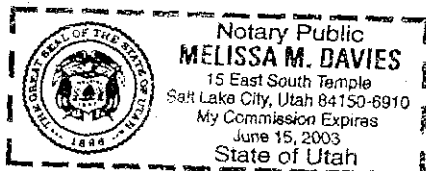
Residing at Buhl, IDMy Commission Expires 8-21-05X STATE OF Utah

) ss.

County of Salt Lake

On this 16 day of February, 2000 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.



Melissa M. Davies
NOTARY PUBLIC

Residing at 15 E South Temple, SLC UTMy Commission Expires 6/15/2003

84150

PERSONAL REPRESENTATIVE'S DEED - 3



TWIN FALLS
TITLE & ESCROW
COMPANY

RECEIVED

FEB 22 2000

Department of Water Resources
Southern Basin

2/17/00

VIA REGULAR MAIL

Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Order No. T000103
Broken Diamond Ranch-Crockett
12-12-18 Twin Falls County

Dear Sir or Madam:

In connection with the above mentioned order, attached please find copies/originals of the following document(s):

- ☒ Notice of Change of Water Rights Ownership.
- ☒ Copy of Recorded Warranty Deed.

Thank you for using Twin Falls Title & Escrow Company. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jayne by Christy

Jayne Shepard
Escrow Officer
Twin Falls Title & Escrow Company

/js

encl.

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: A47-16640C

Date Received: 12/15/1988

Receipt No: X777777

Received By: *o/c split* R

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ESTATE OF MARIAN L CROCKETT 208-423-4545
Address: C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
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 of	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	0.428		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
12S	18E	11	NE		NE		IRR	1.5
			NE		NE		STOCK	
			SE		NE		IRR	9.0
			SE		NE		STOCK	
			NE		SE		IRR	15.9
			NE		SE		STOCK	
			Section Acres					26.4
		12	NW		NW		IRR	1.4
			NW		NW		STOCK	
			SW		NW		IRR	0.2
			SW		NW		STOCK	
			Section Acres					1.6
			Total Acres					28.0

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:
47-00177C

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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 jr

*****SPLIT RIGHT*****
THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT; ONE TO BRENT AND CHALET FUNK, THE OTHER TO EDWIN AND VALERIE SMITH. 9/2/99 jr

15. Basis of Claim: DECREED

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
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.

RECEIVED

JAN 11 1999

Department of Water Resources
Eastern Area

1. Water Right Number(s) A47-00177A A47-16640A

12.7 inches
255 cfs

21.6 inches
.433 cfs

 Adjudication Claim Number(s) _____

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 on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) David William Crockett, P.R. of the estate of Marian L. Crockett
Paul Donald Crockett, P.R. of the estate of Marian L. Crockett

4. New Owner/Claimant(s) Edwin R. Smith and Valerie A. Smith
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address 3300 Coran Lane, Las Vegas, Nevada 89106
 City, State and ZIP Code _____
 New Telephone Number (____) _____

5. Date you acquired the property 12-2-98

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 actually irrigated _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses Irrigation and stock water
cubic feet per second
 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/Claimant(s) [Signature] Date _____
[Signature] Date _____

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
 For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

7981160

2-248
esour
DWR
r. rig
ceder

Twin Falls County, Idaho
Recorded for:
TWIN FALLS TITLE
03:29pm Jan. 08, 1999
1999-000248
No. of Pages: 4 Fee: \$12.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: SL

PERSONAL REPRESENTATIVES DEED

A47-16640A → E

For good and valuable consideration, receipt of which is hereby acknowledged, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT, CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIAN L. CROCKETT, deceased, as Grantors, do hereby GRANT, SELL and CONVEY to EDWIN R. SMITH and VALERIE A. SMITH, husband and wife, residing at 3300 Coran Lane, Las Vegas, Nevada 89106, 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:

TOWNSHIP 12 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

A PARCEL OF LAND LOCATED IN THE W $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 AND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 2, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE WEST ONE-QUARTER CORNER OF SECTION 1 BEARS N00°31'18"E-2641.06 FEET;

THENCE N00°31'18"E FOR A DISTANCE OF 408.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N83°00'33"W FOR A DISTANCE OF 55.54 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON THE FOLLOWING COURSES:

N06°59'27"E-593.79 FEET TO THE POINT OF CURVE OF A CURVE LEFT;

THENCE NORTHEASTERLY ALONG THE ARC OF THE CURVE LEFT FOR A DISTANCE OF 357.84 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 2899.79 FEET AND

A LONG CHORD BEARING AND DISTANCE OF N03°28'32"E-357.61 FEET;

THENCE N00°03'37"W-935.92 FEET TO THE POINT OF CURVE OF A CURVE RIGHT;

THENCE NORTHEASTERLY ALONG THE ARC OF THE CURVE RIGHT FOR A DISTANCE OF 348.55 FEET TO A POINT ON THE NORTH BOUNDARY OF THE NW¼SW¼ OF SECTION 1, SAID ARC HAVING A RADIUS OF 1110.92 FEET AND A LONG CHORD BEARING AND DISTANCE OF N08°56'03"E-347.12 FEET;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD AND ALONG THE NORTH BOUNDARY OF THE NW¼SW¼ OF SECTION 1 ON A BEARING OF S89°53'42"E FOR A DISTANCE OF 1233.76 FEET TO THE NORTHEAST CORNER OF THE NW¼SW¼ OF SECTION 1;

THENCE S00°25'00"W ALONG THE EAST BOUNDARY OF THE NW¼SW¼ OF SECTION 1 FOR A DISTANCE OF 1321.63 FEET TO THE SOUTHEAST CORNER OF THE NW¼SW¼ OF SECTION 1;

THENCE N89°50'48"W ALONG THE SOUTH BOUNDARY OF THE NW¼SW¼ OF SECTION 1 FOR A DISTANCE OF 777.65 FEET TO THE CENTER OF ROCK CREEK;

THENCE ALONG THE CENTER OF ROCK CREEK ON THE FOLLOWING COURSES:

S05°34'03"W--21.49 FEET;
S22°10'02"E--105.68 FEET;
S44°50'08"E--86.36 FEET;
S14°17'38"E--36.95 FEET;
S22°12'37"W--102.83 FEET;
S15°26'53"W--73.60 FEET;
S52°09'10"W--128.15 FEET;
S41°12'11"E--174.33 FEET;
S18°15'51"E--95.17 FEET;
S44°38'58"W--61.22 FEET;
S56°33'16"W--58.07 FEET;
S55°50'43"W--57.83 FEET;
S18°39'52"W--101.83 FEET;
S00°25'21"E--79.40 FEET;

THENCE LEAVING THE CENTER OF ROCK CREEK ON A BEARING OF N83°00'33"W FOR A DISTANCE OF 463.15 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 50.92 ACRES, MORE OR LESS.

TOGETHER WITH all water rights appurtenant thereto as follows:

Proof 428

- (1) .433 cfs from Right No. A47-16640
- (2) .255 cfs from Right No. A47-00177

STATE OF Utah)
County of DAVIS) ss.

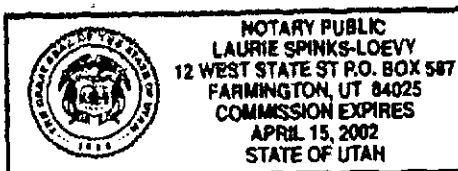
On this 24th day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL DONALD CROCKETT, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Co-Personal Representative 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.

Laurie Spinks Loevy
NOTARY PUBLIC

Residing at 2900 N. 1st St.

My Commission Expires 4/15/2002





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

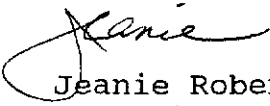
RE: SRBA CLAIM A47-00177A AND A47-16640A
CROCKETT/FUNK/SMITH

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 that reads "Jeanie".

Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:

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: A47-16640C

Date Received: 12/15/1988

Receipt No: X777777

Received By: D/K [signature] [signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ESTATE OF MARIAN L CROCKETT 208-423-4545
Address: C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
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 of	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	0.428		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
12S	18E	11	NE		NE		IRR	1.5
			NE		NE		STOCK	
			SE		NE		IRR	9.0
			SE		NE		STOCK	
			NE		SE		IRR	15.9
			NE		SE		STOCK	
							Section Acres	26.4
		12	NW		NW		IRR	1.4
			NW		NW		STOCK	
			SW		NW		IRR	0.2
			SW		NW		STOCK	
							Section Acres	1.6
							Total Acres	28.0

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:

47-00177C

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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 jr

*****SPLIT RIGHT*****

THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT TO BRENT AND CHALET FUNK. 8/3/99 jr

15. Basis of Claim: DECREED

Case Number:

	(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 Region

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.

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/Claimant: Marian Crockett Estate % David Crockett
2786 Rock Creek Road Hansen, ID 83334
New Owner/Claimant(s): Brent Funk Chalet Funk
Name 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 np
Diversion 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 S¼SW¼ OF SECTION 1;

THENCE LEAVING THE CENTER OF ROCK CREEK AND ALONG THE NORTH BOUNDARY OF THE S¼SW¼ OF SECTION 1 ON A BEARING OF S89°50'48"E FOR A DISTANCE OF 2085.26 FEET TO THE NORTHEAST CORNER OF THE S¼SW¼ OF SECTION 1;

THENCE S00°18'42"W ALONG THE EAST BOUNDARY OF THE S¼SW¼ OF SECTION 1 FOR A DISTANCE OF 1322.73 FEET TO THE SOUTH ONE QUARTER (S¼) CORNER OF SECTION 1;

THENCE N89°47'51"W ALONG THE SOUTH BOUNDARY OF THE S¼SW¼ 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 SW¼ 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

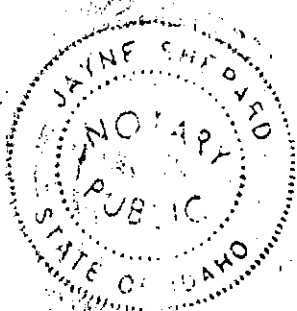
STATE OF IDAHO)

) 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, ID
My Commission Expires 1-21-99

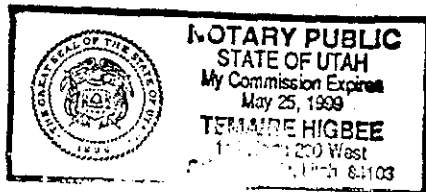
STATE OF Utah)

) 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.



Temade 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;

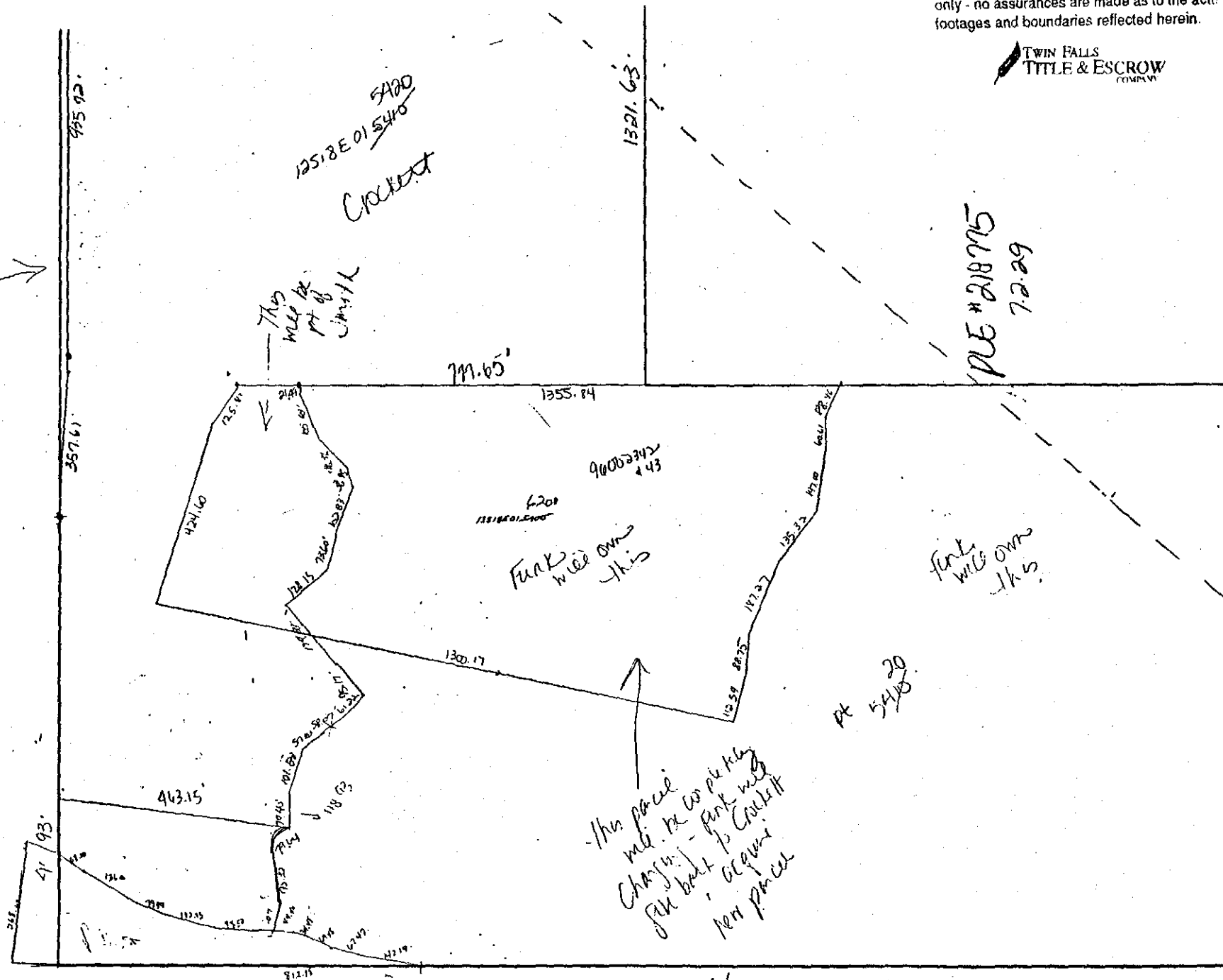
Thence South 68°40'19" East for a distance of 69.48 feet;

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.



**TWIN FALLS
TITLE & ESCROW
COMPANY**



S²SW⁴
1-12-18



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

I 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.

I 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 may or may not have been previously signed by buyers and/or sellers herein.

The 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.

The 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.

The 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.

The 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 the escrow agent.

If 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 reforming 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.

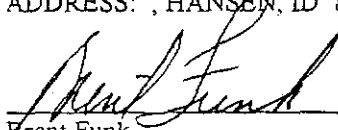
The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

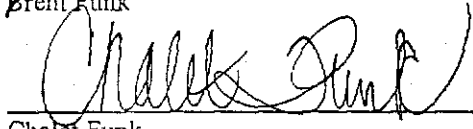
AMENDMENT TO GENERAL PROVISIONS Disclosure of Taxpayer Identification Numbers

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


Chalee 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: , ,

RECEIVED

JUL 20 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.

1. Water Right No(s).: _____
Adjudication Claim No(s).: A47-00177A & A47-16640A
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 Marian Crockett Estate % David Crockett
2786 Rock Creek Road Hansen, ID 83334
4. New Owner/Claimant(s) Brent Funk Chalet Funk
Name 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
5. Date you acquired the property 1-8-99
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 30± Number and type of stock np
Diversion 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.
7. 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.)
3. 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..

	(1880) A47-16640	(1907) A47-00177
David - 23 Ac.	.413 cfs 20.65 in.	.244 cfs 12.2 in.
Chuck - 5 Ac.	.1015 cfs .8 in.	.008 cfs .4 in.
Pearson - 18.5 Ac.	.283 cfs 14 inches	.166 cfs 8.3 in.
Brent + Frank No. Panel - 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> <u>68 in.</u>	<u>0.8 cfs</u> <u>40 in.</u>

Post-it® Fax Note	7671	Date	12/15/98	# of pages	1
To	GLORIA	From	JEANIE		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	733-9621	Fax #	736-3037		



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT



ID# 47219

DATE December 31, 1998

1. REAL ESTATE OFFICES:

Listing Agency C.B. Weston
MLS Office# 41

Selling Agency C.B. Weston
MLS Office# 41

Listing Agent Name Alvin Barton
MLS Agent # _____
Phone #(office) _____ (home) _____

Selling Agent Name Alvin Barton
MLS Agent # _____
Phone #(office) _____ (home) _____

2. BUYER AND LEGAL DESCRIPTION:

(Hereafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 2786 B Rock Creek City Hansen County TF Idaho, Zip 83334
legally described as: long legal attached

3. TOTAL PURCHASE PRICE:

thirty eight thousand three hundred DOLLARS
\$38,349. payable upon the following TERMS AND CONDITIONS (Not including closing costs): 4 points

4. FINANCIAL TERMS: (Note: A+C+D+E should add up to (or be equal to) total purchase price, except for 100% financing)

\$ 17 A. EARNEST MONEY: BUYER hereby deposits _____ DOLLARS as Earnest Money

evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other _____

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall

be held by: ☐ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties

hereto, and _____ (Broker) shall hold the completely executed Broker's copy of

this Agreement. The responsible Broker shall be _____

B. ALL CASH OFFER: ☐ YES ☐ NO If this is an all cash offer do not complete lines 25 through 47. Fill blanks with _____

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ IRRA

☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgage insurance

with interest not to exceed _____ % for a period of _____ year(s) at: ☐ fixed rate ☐ other _____

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ points

reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for loan

within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all parties

BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification

debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received

by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing

of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price

BUYER's Earnest Money may be returned at BUYER's request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall be

obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money

deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement

from the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value

of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of

proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised

valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and

condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

D. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing.

In GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference

between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual

balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.

BUYER's Initials (AB) (_____) 12-31-98 Date SELLER's Initials (OWC) (_____) 12/31/98 Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PROPERTY ADDRESS: 2786 B Rock Creek ID#: 47219

20. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ 1000 lender/appraiser required repair costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee					Title Ins. Standard Coverage Owner's Policy				
Closing Escrow Fee					Title Ins. Extended Coverage Lender's Policy				
Attorney Contract/Document Preparation Fee/Cost					Title Ins. Extended Coverage Owner's Policy				
Loan Document Preparation					Septic Inspection				
Flood Certification Fee					Septic Pumping				
Flood Tracking Fee					Survey				
Loan Assumption Fee					Well Inspection				
Tax Service Fee					Appraisal Re-Inspection Fee				

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and superseded all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

23. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

24. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. The closing date shall be no later than January 8, 1999. The parties agree that the "closing agency" for this transaction shall be Thomas Faller Title. If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A.

28. POSSESSION: BUYER shall be entitled to possession ☒ Upon closing or ☐ date _____ time _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of 1/8/99. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (DA) 12-31-98 Date SELLER's Initials (DWC) 12/31/98 Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PROPERTY ADDRESS: 2786 B Rock Creek ID#: 47219

ADDITIONAL TERMS AND/OR CONDITIONS:

OCCUPANCY: BUYER ☐ does ☐ does not intend to occupy property as BUYER'S primary residence.

ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screen storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water head fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excludes), fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided. Following additional items are specifically:

INCLUDED IN THIS SALE: 10.78 inches of 1880 water
and 6.3 inches of 1907.

EXCLUDED IN THIS SALE:

TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable, except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received from the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ N/A

SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property is subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____

RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5-101

PROPERTY ADDRESS: 2786 B Rock Creek ID#: 47219

15. **INSPECTION:** BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☐ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 130 to 143.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens, indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

16. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property

Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☐ N/A

17. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than or the contingency will terminate. (d) That

BUYER hereby ☐ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

18. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 2 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 2 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage lender's policy is limited to matters of public record.

(C) **EXTENDED COVERAGE LENDER'S POLICY (Mortgage policy):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) **EXTENDED COVERAGE OWNER'S POLICY:** A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☐ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that Turn Falls Title Title Company shall provide title policy and preliminary report of commitment.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.

BUYER's Initials (BT) Date 12-31-98 SELLER's Initials (AWC) Date 12/31/98

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PROPERTY ADDRESS: 2786 B Rock Creek ID#: 4721929. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: NA

30. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) NA for the BUYER.Selling broker acted as a(n) NA for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) NA for the SELLER.Selling broker acted as a(n) NA for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. ACCEPTANCE: BUYER's offer is made subject to the acceptance of SELLER on or before (Date) _____ and (Time) _____. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)BUYER Signature Brent Funk BUYER Signature _____BUYER (Print Name) BRENT FUNK BUYER (Print Name) _____Date 12-31-98 Time _____ Phone # 423-5799 Date _____ Time _____ Phone # _____Address 2786 B Rock Creek Road Address _____City Hansen State Ida Zip 83334 City _____ State _____ Zip _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)SELLER Signature David W. Crockett SELLER Signature _____SELLER (Print Name) DAVID W. CROCKETT SELLER (Print Name) _____Date 12/31/98 Time 4:00 Phone # 423-4545 Date _____ Time _____ Phone # _____Address 2678 Rock Creek Rd Address _____City HANSEN State Id Zip 83334 City _____ State _____ Zip _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on this _____ day of _____, 19____.

BUYER: _____ BUYER: _____

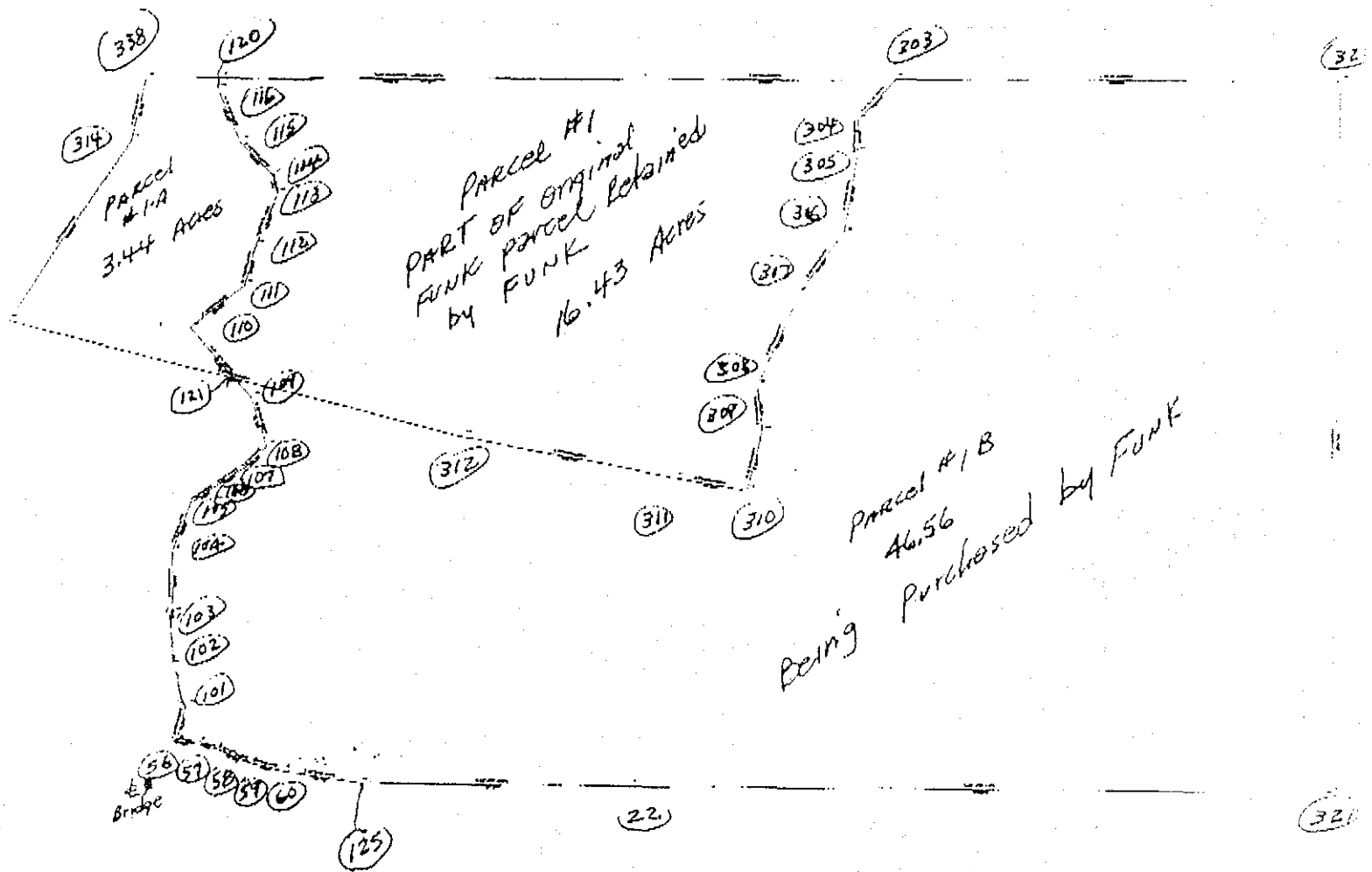
BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997





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

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

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

Dear Mr. Crockett:

Pursuant to the notification that you sold two portions (both to the Funks) 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 A47-00177C and A47-16640C. (Be aware that these still reflect the Helman's portions as they have yet to submit an ownership change for their part of these rights. When they do, I can split out the rights for the final time.) 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,

A handwritten signature in cursive script, appearing to read 'Jeanie'.

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

July 7, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

BRENT FUNK
2911 N 4000 E
HANSEN ID 83334

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No.A47-00177A, A47-16640A

Dear Claimant:

We have been advised you may be the current owner of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at your earliest convenience.

Please call this office if you have any questions.

Sincerely,

Cheryl E. Timm
SRBA Records Clerk

Enclosures: Form 42-248/42-1409(6)

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: A47-16640A

Date Received: 12/15/1988

Receipt No: X777777

Received By: *ownership change/solic*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ESTATE OF MARIAN L CROCKETT 208-423-4545
Address: C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
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 of	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	1.077		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	NW	SW		IRR	28.3
			NW	SW		STOCK	
			SW	SW		IRR	10.9
			SW	SW		STOCK	
			SE	SW		IRR	2.7
			SE	SW		STOCK	
					Section Acres		41.9
		11	NE	NE		IRR	1.5
			NE	NE		STOCK	
			SE	NE		IRR	9.0
			SE	NE		STOCK	
			NE	SE		IRR	15.9
			NE	SE		STOCK	
					Section Acres		26.4
		12	NW	NW		IRR	1.9
			NW	NW		STOCK	
			SW	NW		IRR	0.2
			SW	NW		STOCK	
					Section Acres		2.1
					Total Acres		70.4

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:
47-00177A

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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY

14. Remarks: Continued

OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 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

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 _____

MAY 19 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resource
Southern Region

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).: well right # A 4712641
 Adjudication Claim No(s).: A 47-00177 & A 47-16640 (part of cla
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 Marian Crockett estate by David Crockett
2678 Rock Creek Rd Hansen, Idaho
4. New Owner/Claimant(s) Mike Pearson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 2786 Rock Creek Rd
 City, State and ZIP Code Hansen Id 83334
 New Telephone Number (208) 423-6333 work 733-8687
5. Date you acquired the property _____
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 47 Number and type of stock _____
 Diversion 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.
7. Signature of New Owner or Claimant(s) Michael W Pearson
 (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..

1497

62

2
17.5

2.1
12.12

3
4.0



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Amerson* SECRETARY

BY *Carlene Ditty* COUNTERSIGNED

CONDITIONS

1. **DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. Commitment Date: March 9, 1998 at 8:00 a.m.
Commitment No. T-22391DJT E-15431RG

2. Policy or Policies to be issued:	Premium	Policy
(x) Owners Policy Form 1402.92 (10-17-92) Proposed Insured:	\$764.00	\$157,200.00

PARCEL I: MARCIEL PEARSON, a single woman
PARCEL II: MICHAEL W. PEARSON and SHERRY D. PEARSON, husband and wife

() Loan Policy Proposed Insured:	\$	\$
()	\$	\$

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT. CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIAN L. CROCKETT, DECEASED.

4. The Land referred to in this Commitment is described as follows:

SEE ATTACHED SCHEDULE C

APPROVED *[Signature]*
DATED: _____

No. T-22391DJT E-15431RG

SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s).
- (f) Other

- (1.) RECORD CERTIFIED COPIES OF THE LETTERS OF TESTAMENTARY IN THE MATTER OF THE ESTATE OF EDWIN D. CROCKETT, DECEASED.
- (2.) PERSONAL REPRESENTATIVES DEED TRANSFERRING TITLE FROM THE ESTATE OF EDWIN D. CROCKETT, DECEASED TO MARIN L. CROCKETT.
- (3.) RECORD CERTIFIED COPIES OF THE LETTERS OF TESTAMENTARY IN THE MATTER OF THE ESTATE OF MARIAN L. CROCKETT, DECEASED.
- (4.) PERSONAL REPRESENTATIVES DEED TRANSFERRING TITLE FROM THE ESTATE OF MARIAN L. CROCKETT, DECEASED TO MARCIEL PEARSON, A SINGLE WOMAN - PARCEL I.
- (5.) PERSONAL REPRESENTATIVES DEED TRANSFERRING TITLE FROM THE ESTATE OF MARIAN L. CROCKETT, DECEASED TO MICHAEL W. PEARSON AND SHERRY D. PEARSON, HUSBAND AND WIFE - PARCEL II.

For further information regarding this report please contact:

FIRST AMERICAN TITLE COMPANY
260 3RD AVENUE NORTH
P.O. BOX 1807
TWIN FALLS, IDAHO 83301
PHONE: (208) 734-2905
FAX: (208) 734-2945

TITLE OFFICER: Darlene J. Teter
ESCROW OFFICER: Reva J. Gunter

SCHEDULE B - SECTION 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

PART 2

7. General taxes for 1997 one-half paid and one-half due and payable. Total Taxes for 1997 are \$130.64, Receipt No. 29614, Parcel No. RP12S18E015410A, Homeowners Not Included.

General taxes for 1997 one-half paid and one-half due and payable. Total Taxes for 1997 are \$24.70, Receipt No. 29618, Parcel No. RP12S18E027200A, Homeowners Not Included.

General taxes for 1997 one-half paid and one-half due and payable. Total Taxes for 1997 are \$86.92, Receipt No. 29637, Parcel No. RP12S18E110001A, Homeowners Not Included.

General taxes for 1997 one-half paid and one-half due and payable. Total Taxes for 1997 are \$515.82, Receipt No. 29643, Parcel No. RP12S18E122400A, Homeowners Is Included.

(Continued)

General taxes for 1997 one-half paid and one-half **due and payable**. Total Taxes for 1997 are \$2.44, Receipt No. 29645, Parcel No. RP12S18E122450A, **Homeowners Not Included**.

8. Taxes for 1998 are an accruing lien, not yet due or payable.
9. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code 1947.
10. An Easement for power lines and incidental purposes in favor of Idaho Power Company, a corporation, as set forth in an instrument recorded July 28, 1987, as Instrument No. 925481, records of Twin Falls County, Idaho.

NOTES:

- a. We have made a judgment search against the names of the incoming purchasers and find none.
- b. In the event that this transaction fails to close, a fee will be charged to comply with the State Insurance Code.

END OF SCHEDULE B

T-22391DJT E-15431RG

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Twin Falls

PARCEL I

PARCELS OF LAND LOCATED IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 AND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN AND IN THE E $\frac{1}{2}$ E $\frac{1}{2}$ OF SECTION 11 AND IN THE N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 11: (WEST OF ROCK CREEK ROAD)

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11 WHICH IS ALSO THE NORTHWEST CORNER OF SAID SECTION 12 AND FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION 11 BEARS N89°53'26", WEST 2722.33 FEET, THENCE N89°53'26", WEST ALONG THE NORTH BOUNDARY OF THE NE $\frac{1}{4}$ OF SECTION 11 FOR A DISTANCE OF 172.86 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD AND BEING THE TRUE POINT OF BEGINNING:

THENCE ALONG THE WESTERLY RIGHT-OF-WAY BOUNDARY OF ROCK CREEK ROAD ON THE FOLLOWING COURSES:

S06°59'27"W 944.22 FEET TO AN ANGLE POINT;

S18°49'58"W 146.19 FEET TO THE POINT OF CURVE OF A

CURVE RIGHT;

SOUTHWESTERLY ALONG THE ARC OF THE CURVE RIGHT FOR A DISTANCE OF 305.78 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 2799.79 FEET AND A LONG CHORD BEARING AND DISTANCE OF S10°07'39"W 305.63 FEET;

S10°37'00"W 552.78 FEET TO THE POINT OF CURVE OF A

CURVE RIGHT;

SOUTHWESTERLY ALONG THE ARC OF THE CURVE RIGHT FOR A DISTANCE OF 432.78 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 1392.39 FEET AND A LONG CHORD BEARING AND DISTANCE OF S22°11'52"W 431.04 FEET;

S31°04'38"W 541.38 FEET TO THE POINT OF CURVE OF A

CURVE LEFT;

SOUTHWESTERLY ALONG THE ARC OF THE CURVE LEFT FOR A DISTANCE OF 641.53 FEET TO THE POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 1185.92 FEET AND A LONG CHORD BEARING AND DISTANCE OF S15°34'33"W 633.73 FEET;

S02°37'08"W 520.32 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 11;

(Continued)

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD AND ALONG THE SOUTH BOUNDARY OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 11 ON A BEARING OF N87°22'12"W FOR A DISTANCE OF 263.47 FEET TO THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 11;

THENCE N00°24'49"E ALONG THE WEST BOUNDARY OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 11 FOR A DISTANCE OF 1320.47 FEET TO THE SOUTHWEST CORNER OF THE E $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 11;

THENCE N00°25'41"E ALONG THE WEST BOUNDARY OF THE E $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 11 FOR A DISTANCE OF 2582.56 FEET TO THE NORTHWEST CORNER OF THE E $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 11;

THENCE S89°53'26"E ALONG THE NORTH BOUNDARY OF THE E $\frac{1}{2}$ NE $\frac{1}{4}$ OF SECTION 11 FOR A DISTANCE OF 1188.31 FEET TO THE TRUE POINT OF BEGINNING:

PARCEL II

AND PORTIONS OF:

SECTIONS 1, 2, 11 AND 12, TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN.

A PARCEL BEING PORTIONS OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 1 AND SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 2 TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN AND PORTIONS OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 11 AND N $\frac{1}{2}$ N $\frac{1}{2}$ OF SECTION 12 OF TOWNSHIP 12 SOUTH, RANGE 18 EAST, BOISE MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11 WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 12 AND FROM WHICH THE N $\frac{1}{2}$ CORNER OF SAID SECTION 12 BEARS S89°47'51"E 2620.04 FEET, THENCE N89°53'26"W ALONG THE NORTH BOUNDARY OF THE NE $\frac{1}{4}$ OF SECTION 11 FOR A DISTANCE OF 102.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD AND BEING THE TRUE POINT OF BEGINNING:

THENCE N06°59'27"E ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD FOR A DISTANCE OF 268.60 FEET TO THE CENTER OF AN EXISTING ACCESS ROAD;

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

S68°02'25"E 77.44 FEET;
 S53°58'01"E 68.10 FEET;
 S59°46'14"E 136.00 FEET;
 S68°52'32"E 79.99 FEET;
 S75°54'18"E 102.73 FEET;
 S86°20'25"E 87.52 FEET
 S89°06'28"E 32.07 FEET TO THE CENTER OF AN EXISTING

BRIDGE;

S86°41'45"E 44.40 FEET;
 S74°32'03"E 34.48 FEET;
 S68°40'19"E 69.48 FEET;
 S77°00'00"E 62.47 FEET;
 S81°26'27"E 142.19 FEET TO A POINT ON THE NORTH

BOUNDARY OF THE NW $\frac{1}{4}$ OF SECTION 12;

(Continued)

THENCE LEAVING THE CENTER OF THE EXISTING ACCESS ROAD AND ALONG THE NORTH BOUNDARY OF THE NW $\frac{1}{4}$ OF SECTION 12 ON A BEARING OF S89°47'51"E FOR A DISTANCE OF 1807.86 FEET TO THE N $\frac{1}{2}$ CORNER OF SECTION 12;

THENCE S00°03'25"W ALONG THE EAST BOUNDARY OF THE NW $\frac{1}{4}$ OF SECTION 12 FOR A DISTANCE OF 656.72 FEET TO THE SOUTHEAST CORNER OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 12;

THENCE N89°52'38"W ALONG THE SOUTH BOUNDARY OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 12 FOR A DISTANCE OF 625.65 FEET;

THENCE S70°21'04"W FOR A DISTANCE OF 437.61 FEET;

THENCE N68°39'16"W FOR A DISTANCE OF 276.85 FEET;

THENCE S75°50'02"W FOR A DISTANCE OF 160.89 FEET;

THENCE S07°24'01"W FOR A DISTANCE OF 72.68 FEET;

THENCE N85°23'33"W FOR A DISTANCE OF 140.73 FEET;

THENCE S67°08'16"W FOR A DISTANCE OF 71.39 FEET;

THENCE N84°42'45"W FOR A DISTANCE OF 97.53 FEET;

THENCE N05°18'20"W FOR A DISTANCE OF 102.57 FEET;

THENCE N32°46'20"W FOR A DISTANCE OF 71.46 FEET;

THENCE S60°14'46"W FOR A DISTANCE OF 246.12 FEET;

THENCE S50°05'23"W FOR A DISTANCE OF 51.27 FEET;

THENCE N59°48'16"W FOR A DISTANCE OF 97.44 FEET;

THENCE S81°16'34"W FOR A DISTANCE OF 361.60 FEET;

THENCE S78°03'17"W FOR A DIATANCE OF 68.08 FEET;

THENCE N68°36'03"W FOR A DISTANCE OF 257.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD;

THENCE N06°59'27"E ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD FOR A DISTANCE OF 754.43 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

1 - A 15.0 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS ON, OVER AND ACROSS SAID 15.0 FOOT WIDE STRIP OF LAND, SAID EASEMENT BEING ADJACENT TO AND ON THE NORTHERLY SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF THE ROCK CREEK ROAD AND THE CENTER OF AN EXISTING ACCESS ROAD, SAID POINT BEING LOCATED N89°53'26"W 102.35 FEET AND N06°59'27"E 268.60 FEET FROM THE NORTHWEST CORNER OF SECTION 12 AND BEING THE TRUE POINT OF BEGINNING:

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

S68°02'25"E 77.44 FEET;
S53°58'02"E 68.10 FEET;
S59°46'14"E 136.00 FEET;
S68°52'32"E 79.99 FEET;
S75°54'18"E 102.73 FEET;
S86°20'25"E 87.52 FEET;
S89°06'28"E 32.07 FEET;
S86°41'45"E 44.40 FEET;
S74°32'03"E 34.48 FEET;
S68°40'19"E 69.48 FEET;

(Continued)



S77°00'00"E 62.47 FEET;

S81°26'27"E 142.19 FEET TO THE TERMINUS POINT OF

SAID EASEMENT. SIDE LINE BOUNDARIES OF SAID EASEMENT SHALL BE LENGTHENED AND/OR SHORTENED AS NECESSARY TO INTERSECT PROPERTY LINES AND COUNTY ROAD RIGHT-OF-WAY BOUNDARIES.

AND

SUBJECT TO:

1 - A 15.0 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS ON, OVER AND ACROSS SAID 15.0 FOOT WIDE STRIP OF LAND, SAID EASEMENT IS ADJACENT TO AND ON THE SOUTHERLY SIDE OF THE PREVIOUSLY DESCRIBED ACCESS LINE.

NOTE: Assessment records indicate the address to be:

None Shown

This information is outside of the insuring provisions of the policy.

PARCEL II

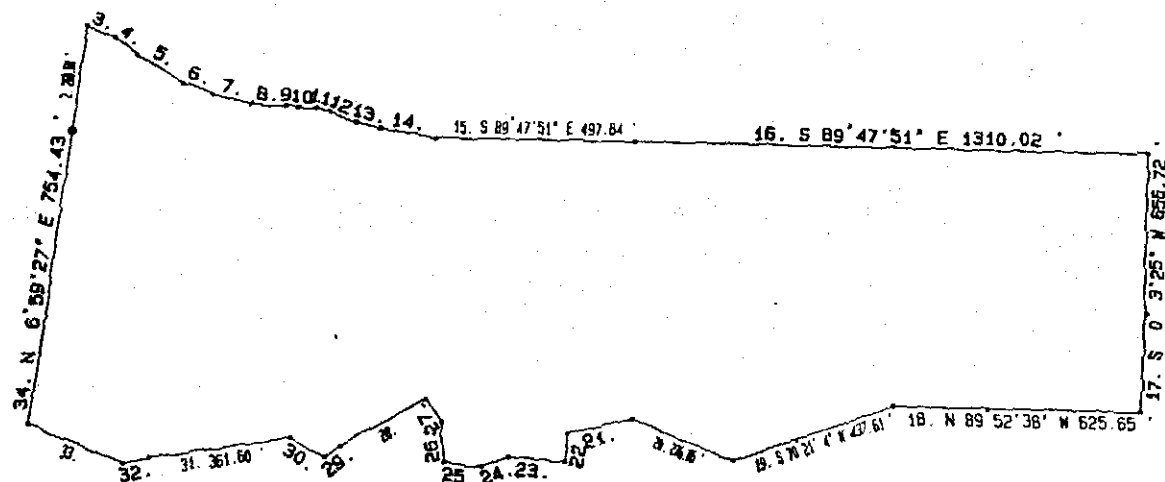
03/23/98 3:52p

R: /
T22391A

T22391A

Township
Section

Range
Corner



Shot	Direction	Distance	E-X Total	N-Y Total
Starting point			0.0000	0.0000
1.	N 89° 53' 26" W	102.350	-102.3498	0.1955
Point of beginning			-102.3498	0.1955
2.	N 6° 59' 27" E	268.600	-69.6584	266.7986
3.	S 68° 2' 25" E	77.440	2.1631	237.8396
4.	S 53° 58' 1" E	68.100	57.2341	197.7796
5.	S 59° 46' 14" E	136.000	174.7403	129.3085
6.	S 68° 52' 32" E	79.990	249.3549	100.4805
7.	S 75° 54' 18" E	102.730	348.9921	75.4627
8.	S 86° 20' 25" E	87.520	436.3336	69.8762
9.	S 89° 6' 28" E	32.070	468.3997	69.3768
10.	S 86° 41' 45" E	44.400	512.7259	66.8177
11.	S 74° 32' 3" E	34.480	545.9574	57.6232
12.	S 68° 40' 19" E	69.480	610.6789	32.3528
13.	S 77° 0' 0" E	62.470	671.5478	18.3001
14.	S 81° 26' 27" E	142.190	812.1542	-2.8621
15.	S 89° 47' 51" E	497.840	1309.9911	-4.6216
16.	S 89° 47' 51" E	1310.020	2620.0029	-9.2516
17.	S 0° 3' 25" W	656.720	2619.3502	-665.9713
18.	N 89° 52' 38" W	625.650	1993.7017	-664.6306
19.	S 70° 21' 4" W	437.610	1581.5733	-811.7793
20.	N 68° 39' 16" W	276.850	1323.7146	-711.0081
21.	S 75° 50' 2" W	160.890	1167.7172	-750.3834
22.	S 7° 24' 1" W	72.680	1158.3560	-822.4580
23.	N 85° 23' 33" W	140.730	1018.0808	-811.1532
24.	S 67° 8' 16" W	71.390	952.2991	-838.8894
25.	N 84° 42' 45" W	97.530	855.1841	-829.9017
26.	N 5° 18' 20" W	102.570	845.6997	-727.7711
27.	N 32° 46' 20" W	71.460	807.0184	-667.6855
28.	S 60° 14' 46" W	246.120	593.3456	-789.8288
29.	S 50° 5' 23" W	51.270	554.0189	-822.7230
30.	N 59° 48' 16" W	97.440	469.8002	-773.7152
31.	S 81° 16' 34" W	361.600	112.3837	-828.5602
32.	S 78° 3' 17" W	68.080	45.7779	-842.6512
33.	N 68° 36' 3" W	257.740	-194.1938	-748.6113
34.	N 6° 59' 27" E	754.430	-102.3717	0.2099

IRST AMERICAN TITLE

SCALE: 1" = 500.00





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 26, 1998

PHILIP E. BATT
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 A47-00177 AND A47-16640

Dear Mr. Crockett:

Pursuant to the notification that you sold a portion of the property to which the above referenced adjudication claims are appurtenant, the Department has split the original claims into parts A and B. Your portions have been renumbered to A47-00177A and A72-16640A. 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,

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

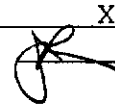
Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:

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: A47-16640
Date Received: 12/15/1988
Receipt No: X777777
Received By: 

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: ESTATE OF MARIAN L CROCKETT 208-423-4545
Address: C/O PAUL AND/OR DAVID CROCKETT
2678 ROCK CREEK RD
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	1.360		
STOCKWATER	01/01	12/31	0.050		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
12S	18E	1	NW		SW		IRR	28.3
			NW		SW		STOCK	
			SW		SW		IRR	11.1
			SW		SW		STOCK	
			SE		SW		IRR	2.7
			SE		SW		STOCK	
			Section Acres					42.1
		2	SE		SE		IRR	0.3
			SE		SE		STOCK	
			Section Acres					0.3
		11	NE		NE		IRR	4.7
			NE		NE		STOCK	
			SE		NE		IRR	9.0
			SE		NE		STOCK	
			NE		SE		IRR	15.9
			NE		SE		STOCK	
			Section Acres					29.6
		12	NE		NW		IRR	1.9
			NE		NW		STOCK	
			NW		NW		IRR	14.8
			NW		NW		STOCK	
			SW		NW		IRR	0.2
			SW		NW		STOCK	
			Section Acres					16.9
			Total Acres					88.9

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:
47-00177

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

14. Remarks: Continued

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.

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

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): David W. Crockett Date: 1-8/98

Date: _____

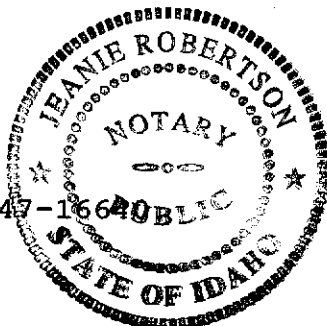
State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 8th day

of January 19 98

Jeanie Robertson
Notary Public

Seal



Residing at Twin Falls, Id.

My Commission Expires 9-23-2000

A47-1664 PUBLIC

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).: Portion of 47-00116 and all of 47-00117 combined rights=
 Adjudication Claim No(s).: A47-16640

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 Marian Crockett

4. New Owner/Claimant(s) Estate of Marian Crockett
% David and/or Paul Crockett
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 2678 Rock Creek Rd.
 City, State and ZIP Code Hansen, ID. 83334
 New Telephone Number (208) 423-4545

5. Date you acquired the property 29 August 1996

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 89 + Number and type of stock 300+
 Diversion rate in CFS 1.36 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) David W. Crockett
 (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..

JOHN R. COLEMAN
Coleman, Ritchie & Robertson
Attorneys at Law
156 2nd Avenue West
P. O. Box 525
Twin Falls, ID 83303-0525
Telephone: (208) 734-1224

DISTRICT COURT

Fifth Judicial District
County of Twin Falls - State of Idaho

AUG 29 1996

By _____
Clerk
Deputy Clerk

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

* * * * *

In the Matter of the Estate of,

MARIAN L. CROCKETT,

Deceased.

Case No. SP 96-924

LETTERS TESTAMENTARY

The Will of MARIAN L. CROCKETT, having been admitted to informal probate, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT are hereby appointed Co-Personal Representatives of the estate.

WITNESS: C.P. Brumbach, Magistrate of the District Court, County of Twin Falls, State of Idaho, with the seal of the Court affixed the 29 day of August, 1996.

51 Brumbach
MAGISTRATE JUDGE

STATE OF IDAHO)
County of Twin Falls) ss.

WE, DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT, hereby accept the duties of Co-Personal Representatives of the Estate of MARIAN L. CROCKETT, deceased, and do solemnly swear that

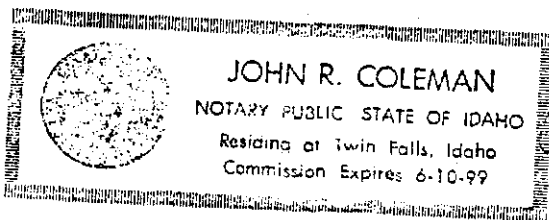
LETTERS TESTAMENTARY - 1

we will perform, according to law, the duties of Co-Personal Representatives of the Estate of MARIAN L. CROCKETT, deceased.

David William Crockett
DAVID WILLIAM CROCKETT

Paul Donald Crockett
PAUL DONALD CROCKETT

SUBSCRIBED and SWORN to before me this 27th day of August, 1996.



John R. Coleman
NOTARY PUBLIC

State of Idaho
County of Twin Falls, COURT
I hereby certify the foregoing to be a full, true
and correct copy of the original on file in the
above court.
CLERK OF DISTRICT COURT
BY Joseph M. Miller
Clerk Services

COLEMAN, RITCHIE & ROBERTSON

ATTORNEYS AT LAW
156 SECOND AVE. WEST
P.O. BOX 525
TWIN FALLS, IDAHO 83303-0525

JOHN R. COLEMAN
JOHN S. RITCHIE
THOMAS M. ROBERTSON

TELEPHONE (208) 734-1224

FAX (208) 734-3983

September 23, 1996

Carl Edwin Crockett
3966 Iron Horse Trail
Colorado Springs, CO 80917

Re: Estate of Marian L. Crockett

Dear Carl:

Regarding the above estate, enclosed are copies of the following documents:

1. Application for Informal Probate of Will and Appointment of Personal Representative.
2. Statement of Informal Probate of Will and Appointment of Personal Representative.
3. Notice to Heirs & Devisees of Informal Probate of Will.
4. Petition for Determination of Testacy.
5. Notice of Hearing.

David William Crockett and Paul Donald Crockett were appointed Co-Personal Representatives of the estate on August 19, 1996.

The proceedings thus far in the probate involving the first three documents are informal and do not establish the validity of your mother's Will.

The purpose of the proceeding involving the Petition for Determination of Testacy is to establish the validity of your mother's Will so that when we close the estate we can make immediate distribution of assets. Otherwise, we would need to wait 42 days from closing to have all matters settled.

You will not need to attend the hearing on the Petition for Determination of Testacy unless you wish to attend.

COLEMAN, RITCHIE & ROBERTSON

Carl Edwin Crockett

Page 2

September 23, 1996

If you have any questions regarding this matter, please
feel free to contact me.

Sincerely yours,



JOHN R. COLEMAN

JRC/jlk

Encls.

cc: David William Crockett ✓
Paul Donald Crockett

JOHN R. COLEMAN
Coleman, Ritchie & Robertson
Attorneys at Law
156 2nd Avenue West
P. O. Box 525
Twin Falls, ID 83303-0525
Telephone: (208) 734-1224

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

* * * * *

In the Matter of the Estate of,

MARIAN L. CROCKETT,

Deceased.

Case No. SP96-926

APPLICATION FOR INFORMAL
PROBATE OF WILL AND
APPOINTMENT OF
CO-PERSONAL REPRESENTATIVES
Fee Category L-4
Filing Fee \$67.00

Your applicants respectfully show as follows:

1. Your applicants, David William Crockett and Paul Donald Crockett, are named Co-Personal Representatives in the Will of the decedent, if decedent's spouse, Edwin D. Crockett could not act as Personal Representative. Edwin D. Crockett predeceased decedent on March 16, 1992.

2. Marian L. Crockett died on August 12, 1996, at the age of 76 years. At the time of her death the decedent was domiciled in Twin Falls County, Idaho, and is survived by the following persons:

<u>NAME</u>	<u>ADDRESS</u>	<u>AGE</u>
Frances Kay Himes (Daughter)	1009 Kathy Lynn Bloomfield, NM 87413	Lgl

David William Crockett (Son)	2678-A Rock Creek Road Hansen, ID 83334	Lgl
Paul Donald Crockett (Son)	374 East 700 South Farmington, UT 84025	Lgl
Carl Edwin Crockett (Son)	3966 Iron Horse Trail Colorado Springs, CO 80917	Lgl
Judy Galorath (Daughter)	2004 Via Visalia Palos Verdes Estates, CA 90274	Lgl

3. Venue is proper because decedent was domiciled in Twin Falls County, Idaho, at the time of her death.

4. No personal representative of the decedent has been appointed in this state or elsewhere.

5. Applicants have not received a demand for notice and are not aware of a demand for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere.

6. The original of the decedent's Will was executed on February 15, 1989, and accompanies this application.

7. To the best of applicants' knowledge said Will was validly executed, and, after the exercise of reasonable diligence, applicants are unaware of any instrument revoking said Will. Applicants believe said Will is the decedent's last Will.

8. The time limit for informal probate has not expired.

9. Applicants are entitled to be appointed as Co-Personal Representatives of decedent's Will because applicants are named as Co-Personal Representatives in decedent's Will

WHEREFORE, applicants pray that the decedent's Will be admitted to informal probate and that David William Crockett and

Paul Donald Crockett be appointed Co-Personal Representatives of decedent's estate and that Letters Testamentary be issued to applicants.

DATED this 27th day of August, 1996.

David W. Crockett
DAVID WILLIAM CROCKETT

Paul Donald Crockett
PAUL DONALD CROCKETT

STATE OF IDAHO)
) ss.
County of Twin Falls)

DAVID WILLIAM CROCKETT and PAUL DONALD CROCKETT, being first duly sworn, state as follows:

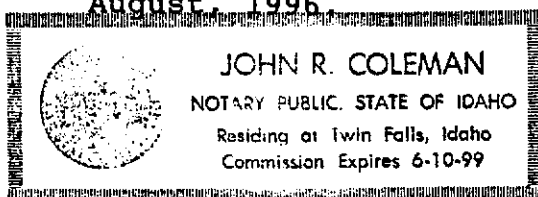
That they are the applicants in the above-entitled APPLICATION FOR INFORMAL PROBATE OF WILL AND APPOINTMENT OF PERSONAL REPRESENTATIVE; that they have read the above and foregoing instrument, know the contents thereof, and believe the facts stated therein to be true.

David W. Crockett
DAVID WILLIAM CROCKETT

Paul Donald Crockett
PAUL DONALD CROCKETT

SUBSCRIBED and SWORN to before me this 27th day of

August, 1996.



John R. Coleman
NOTARY PUBLIC

Will

MARIAN L. CROCKETT

I, MARIAN L. CROCKETT, a resident of Twin Falls County, Idaho, declare that this is my Will.

FIRST: I revoke all Wills and Codicils that I have previously made.

SECOND: I am married to Edwin D. Crockett and all references in this Will to "my spouse" are to him. I have five (5) adult children now living whose names are:

Frances Kay Himes
David William Crockett
Paul Donald Crockett
Carl Edwin Crockett
Judy Rampton

I have no deceased children leaving descendants.

THIRD: I confirm to my spouse his interest in our community property. It is my intention by this Will to dispose of all my separate property and of my one-half (1/2) interest in our community property.

FOURTH: I give the rest, residue and remainder of my estate to my spouse, Edwin D. Crockett, if he survives me. If my spouse, Edwin D. Crockett, does not survive me, I give the residue of my estate to my children, namely, Frances Kay Himes, David William Crockett, Paul Donald Crockett, Carl Edwin Crockett and Judy Rampton, in equal shares, share and share alike, to have and to hold unto them and their heirs forever.

FIFTH: I nominate Edwin D. Crockett, as Personal Representative of my estate, to serve without bond. If he shall for any reason fail to qualify or cease to act as Personal Representative, I nominate David William Crockett

Marian L. Crockett

and Paul Donald Crockett, jointly or individually as may be decided between them, as Personal Representative to serve without bond. The term "my Personal Representative" as used in this Will, shall include any Personal Representative of my estate.

I subscribe my name to this Will this 15th day of February, 1989, at Twin Falls, Idaho.

Marian L. Crockett
MARIAN L. CROCKETT

On the date last above written, MARIAN L. CROCKETT declared to us, the undersigned, that the foregoing instrument consisting of three (3) pages, including the following page, was her Will and requested us to act as witnesses to it. She thereupon signed this Will in our presence, all of us being present at the same time. We now, at her request, in her presence, and in the presence of each other, subscribe our names and addresses as witnesses.

Cathy Logan

Residing at Kimberly St.

John Plummer

Residing at Twin Falls Id.

STATE OF IDAHO

County of Twin Falls

) ss.

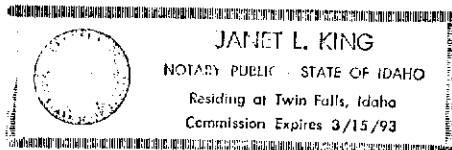
We, MARIAN L. CROCKETT, Cathy Slegar and John R. Coleman, the testatrix and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the testatrix signed and executed the instrument as her Last Will and that she had signed willingly, and that she executed it as her free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the testatrix, signed the will as witness, and that to the best of their knowledge the testatrix was at that time an adult, of sound mind and under no constraint or undue influence.

Marian L. Crockett
MARIAN L. CROCKETT

Cathy Slegar
Witness

John R. Coleman
Witness

Subscribed, sworn to and acknowledged before me by MARIAN L. CROCKETT, the testatrix, and subscribed and sworn to before me by Cathy Slegar and John R. Coleman, witnesses, this 15th day of February, 1989.



Janet L. King
NOTARY PUBLIC

SATISFACTION OF MORTGAGE

Know All Men, That JOHN F. CROCKETT and DOROTHY CROCKETT, husband and wife

hereby certify that a certain mortgage executed by EDWIN D. CROCKETT and MARIAN CROCKETT, husband and wife

to JOHN F. CROCKETT and DOROTHY CROCKETT, husband and wife

covering SE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ in Section 1; E $\frac{1}{2}$ SE $\frac{1}{4}$ in Section 2; E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 11; and N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ in Section 12, all in Township 12 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho

Recorded June 15, 1954 in volume 165 at page 14, Recorder's Serial No. 436614 of the record of Mortgages for Twin Falls County, Idaho, together with the debt thereby secured is fully paid, satisfied and discharged.

Dated: April 16, 1958

John F. Crockett
Dorothy Crockett

STATE OF ~~IDAHO~~ Oregon, COUNTY OF Washington
On this 21st day of April, 1958,
before me, a notary public in and for said State, personally appeared

JOHN F. CROCKETT and DOROTHY CROCKETT, husband and wife

known to me to be the person s whose n subscribed to the within instrument, and ackn to me that they executed i

L. Harold Row

Residing at ~~Twin Falls, Idaho~~
Hillsboro, Oregon

Notary Public

information provided by Crockett and Selman to support their claim to W.R. & M. Selman

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of TWIN FALLS TITLE & TRUST COMPANY

at 45 minutes past 4 o'clock p.m., day of APR 26 1958

office, and duly recorded in Book 69 page 262

T. W. STIVERS

Ex-Officio Recorder

Deputy.

Fees \$.75

Mail to: Edwin D. Crockett
Harney, Idaho

INSTRUMENT No.

472374

TWIN FALLS COUNTY, IDAHO

INSTRUMENT No. 378705

This Indenture, Made this -- day of August in the year of our

Lord one thousand nine hundred and forty-seven, between Carrie Crockett, a widow since
 of Hansen, County of Twin Falls, State of Idaho
 September 30, 1931,

the part Y of the first part, and George D and Charlotte W Crockett, husband and wife,
 of Hansen, County of Twin Falls, State of Idaho
 the part 1es of the second part,

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of

Three Thousand Seven Hundred and 40/100

DOLLARS

lawful money of the United States of America, to her in hand paid by the said part 1es of the second part, the receipt whereof is hereby
 acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties
 of the second part and to their heirs and assigns forever, all the following described real estate, situated in Twin Falls County, State of
 Idaho, to-wit: South Half of the North Half of the Northwest Quarter and the South Half
 of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, all of Section
 Twelve, all in Township Twelve South, Range Eighteen East, Boise Meridian, together with
 all water rights in any manner connected with the above described real estate, together
 with one artesian well and all water produced therefrom located on the above described
 premises.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, the reversion
 and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well
 in law as in equity, of the said part Y of the first part:

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the
 parties of the second part, and to their heirs and assigns forever. And the said part Y of the first part, and her heirs,
 the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns,
 against the said part Y of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or
 to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part of the first part has hereunto set hand and seal the day and
 year first above written.

Signed, Sealed and Delivered in the Presence of:

(\$4.40 doc stamps cancelled)

Carrie Crockett (SEAL)

(SEAL)

STATE OF IDAHO,

Country of Twin Falls

On this 29 day of August

in the year 19 47, before me,

Lil Staley, Notary Public X/WX

in and for said State X/WX

Personally appeared Carrie Crockett, a widow,

known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that

she executed the same.

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

(Lil Staley, Notary Public)
 State of Idaho

My commission expires: March 1, 1951.

Lil Staley
 Notary Public in and for Idaho, residing
 at Twin Falls therein.

Filed for record at the request of George D Crockett

at 4:32 o'clock P M.,

this 11th day of Feb, 19 48.

Fees, \$ 1.20 paid.

C A Bulles, RECORDER.

sh

DEED RECORD No. 154

INSTRUMENT No. 378704

This Indenture, Made this -- day of August in the year of our Lord one thousand nine hundred and forty-seven, between Carrie Crockett, a widow since September 30, 1931, of Hansen, County of Twin Falls, State of Idaho the part Y of the first part, and Edwin D Crockett, and wife, Marian Crockett, and John F Crockett, and wife, Dorothy Crockett, of Hansen, County of Twin Falls, State of Idaho the part ies of the second part,

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of

Four Thousand and No/100

DOLLARS

lawful money of the United States of America, to her in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents do es grant, bargain, sell, convey and confirm, unto the said part ies of the second part and to their heirs and assigns forever, all the following described real estate, situated in Twin Falls County, State of Idaho, to-wit:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1), the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2); the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11) and the North Half of the North Half of the Northwest Quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twelve (12), all in Township Twelve (12) South, Range Eighteen (18), East of the Boise meridian, containing 360 acres, more or less, together with all water rights used thereon or appurtenant thereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part Y of the first part:

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said part ies of the second part, their heirs and assigns, against the said part Y of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

(4.40 doc stamps cancelled)

Carrie Crockett (SEAL)

(SEAL)

STATE OF IDAHO,

COUNTY OF Twin Falls

On this 29 day of August

, in the year 19 47, before me,

Lil Staley, Notary Public xxx

in and for said State xxx

~~Carrie~~ personally appeared Carrie Crockett, a widow

known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that

she executed the same.

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

(Lil Staley, Notary Public)
(State of Idaho)

Lil Staley
Notary Public in and for Idaho,
residing at Twin Falls therein.

My commission expires: March 1, 1951.

Filed for record at the request of George D Crockett

at 4:31 o'clock P M.,

this 11th day of Feb, 19 48.

Fees, \$ 1.20 sh paid.

C. A. Bulles

RECORDER.

MORTGAGE RECORD No. 168

168
262
Satisfaction of Mortgages
Records of Twin Falls County, Idaho is
discharged.

INSTRUMENT No. 436614

Witness my hand this 27th day of April 1954
J. H. Stearns
By: Charles Robinson
Ex-Officio Recorder
Deputy

This Indenture, Made this 8th day of May, in the year of our Lord one thousand nine hundred and fifty-four, between EDWIN D CROCKETT and MARIAN CROCKETT, husband and wife of Hansen, County of Twin Falls, State of Idaho, the parties of the first part, and JOHN F CROCKETT and DOROTHY CROCKETT, husband and wife of Hansen, County of Twin Falls, State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SEVENTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS, lawful money of the United States, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said parties of the second part, and to their heirs and assigns FOREVER, all that certain real property situate in the County of Twin Falls and State of Idaho, and bounded and particularly described as follows, to-wit:

SE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ in Section 1; E $\frac{1}{2}$ SE $\frac{1}{4}$ in Section 2; E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 11; and N $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ in Section 12, all in Township 12 South, Range 18 East of the Boise Meridian.

It is understood and agreed that this instrument is a purchase money mortgage and shall have priority over all other liens created against the purchasers, the mortgagors herein, excepting any mortgage given by said mortgagors to Twin Falls Bank & Trust Co, Kimberly, Idaho during the existence of this mortgage, it being expressly agreed, and this instrument is accepted by the mortgagees on the condition that, any such mortgage given to said Bank shall have priority over this mortgage, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT is intended as a Mortgage to secure the payment of that certain promissory note of even date herewith, executed and delivered by the said EDWIN D CROCKETT and MARIAN CROCKETT, husband and wife to the said parties of the second part, and in words and figures as follows, to-wit: \$17,900.00 Kimberly, Idaho, May 8, 1954

For value received, I promise to pay to the order of JOHN F CROCKETT and DOROTHY CROCKETT at Hillsboro, Oregon the sum of SEVENTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS in lawful money of the United States of America, with interest thereon at the rate of four (4) per cent per annum from date until paid, in stallments as follows: \$4,400 on January 1, 1955; and \$1,500 on the 1st day of January of each year thereafter until said entire principal sum shall have been paid. All accrued interest is to be paid at the time each installment becomes due, payments above specified to be credited first to interest and balance applied on the principal.

In case default shall be made in the payment of any installment, or any part thereof, or any interest, at the time herein provided, the entire principal sum, together with the interest accrued thereon, shall immediately become due at the election of the holder hereof.

In case payment in not made as aforesaid and this note, or any part thereof, is collected by an attorney, either with or without suit, I promise to pay a reasonable sum of money as an attorney's fee. If such collection is made without suit, the attorney's fee shall be ten per cent of the amount due hereon; if such collection is made by suit, the attorney's fee shall be such sum as the court may adjudge to be reasonable.

Address HANSEN, IDAHO

EDWIN D CROCKETT

The makers shall have the right to pay all, or any portion of, said balance at any time prior to maturity, so long as such payments are not less than the installment payments above specified.

MARIAN CROCKETT

TWIN FALLS COUNTY

1903-1904 CO., PRINTING & BINDING, 2002 10002

Instrument No. 236666

This Indenture, Made this 27th day of August in the year of our Lord one thousand nine hundred and thirty-one, between George D. Crockett and Carrie Crockett, his wife and County of Twin Falls State of Idaho the parties of the first part, and Mary Y. Norton, a widow and County of Twin Falls State of Idaho the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seventeen Thousand DOLLARS,

lawful money of the United States, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said party of the second part, and to her heirs and assigns FOREVER, all that certain real property situate in the County of Twin Falls and State of Idaho, bounded and particularly described as follows, to-wit:

Southeast Quarter of the southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and East Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1); East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2); east half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) and Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11) and Northwest Quarter (NW $\frac{1}{4}$) and Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12) all in Township Twelve (12), South, Range Eighteen (18) East of the Boise Meridian, 520 acres, more or less, with water rights appurtenant thereto.

together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT is intended as a Mortgage to secure the payment of one certain promissory note of even date herewith, executed and delivered by the said George D. Crockett and Carrie Crockett, his wife to the said party of the second part. In the sum of \$17,000.00 due December 1st, 1941, at six per cent interest, \$600.00 of said note due annually.

I hereby certify that this mortgage has been duly recorded in Book 61 of the County of Twin Falls, Idaho, on the 27th day of August, 1931.

Witness my hand this 27th day of August, 1931.
 J. W. Stivers, Ex-Officio Recorder
 Charles E. Lunsberry, Deputy

DEED RECORD No. 99

LINCOLN CO. PRESTON & HARRIS, B-100 10710

Instrument No. 236665

This Indenture Made this 27th day of August in the year of our Lord one thousand nine hundred and thirty-one, between Mary Y Norton, a widow since May 7, 1906
 of the first part, and George D Crockett and Carrie Crockett, his wife,
 of the second part,

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One DOLLARS, lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in Twin Falls County, State of Idaho, to-wit:

Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1); East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2); East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) and Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11) and Northwest Quarter (NW $\frac{1}{4}$) and Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12), all in Township Twelve (12) South, Range Eighteen (18) East of the Boise Meridian, containing 520 acres, more or less, together with all water rights used thereon or appurtenant thereto.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part Y of the first part:

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceful possession of the said parties of the second part, their heirs and assigns, against the said part Y of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Mary Y Norton (SEAL.)

(SEAL.)

STATE OF IDAHO, } ss. On this 27th day of August in the year 1931
 County of Twin Falls before me, the undersigned, a Notary Public in and for said County,
 personally appeared Mary Y Norton, a widow
 known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(O C Hall Notary Public)
 (State of Idaho)
 My commission expires on the 17th day of Nov 1932

O C Hall
 Notary Public in and for the State of Idaho, Residing at Twin Falls Idaho

Filed for record at the request of Idaho Title Service at 1:56 o'clock P M.,

this 28 day of August 1931.

Fees, \$1.20

paid

Harry C Parsons

Recorder.

LR

Norton Water 1-5-97

Aug. 1931 Property sold by
Mary Norton to Geo. &
Carrie 520 Acres
"Appurtenant water"

Aug. 1947 Sec. 1, 2, 11, 12 (360 Acres)
sold to Edwin & John (13ms)
w/ Appurtenant water rights (4000)

May 1954 Edwin purchased John's
share of property

Aug. 1947 ~~Geo.~~ Carrie sold 160 Acres
in Sec 12 to Bud & Charlotte
(\$3700)

March 28, 1971

SECOND DIVISION
JAMES MCMILLIAN, COMMISSIONER
TWIN FALLS, IDAHO
L(L) 1910.

DECREED WATER RIGHTS

Rock Creek, Twin Falls, County

In the District Court of the Fourth Judicial District of Idaho, in and for
Cassia County.

A.D.Norton, L.H.Norton, Henry Jones
Albert Jones, and Wilmoth Jones, Plaintiffs,

vs.

Nephi Larsen, E.M.Crockett, A.J.Harrall, Lawrence Hansen, Lars Larsen,
H.P.Larsen, Robert Brose, Edward Domrose, Charles Roarback, Cris Petersen
Herman Stricker, Thomas Atkins, Mary E.Robinson, John F.Hansen, James Steel,
Frank Workman, A.B.Norton, and Merritt Eignor. Defendants.

This cause coming on to be heard upon the findings of fact and conclusions of
law herein filed and the court being fully advised in the premises it is hereby
ordered, adjudged and decreed:

1st: That the plaintiffs, A.D.Norton and L.H.Norton be and they are hereby awarded
the use of the amount of undecreed water hereinafter stated from the water of
Rock Creek, in each year, to-wit: 110 inches, dates from March 14th, 1892.

2nd: That the plaintiff, Henry Jones, be and is hereby awarded the use of the
amount of ~~xx~~ undecreed water hereinafter stated from the waters of Rock Creek
in each year, to wit: 70 inches, dated from March 14th, 1892.

3rd: That the plaintiff, Henry Jones, be and is hereby awarded the use of the amount
of undecreed water hereinafter stated from the waters of Rock Creek, in each year
to wit: 60 inches, dated from March 14th, 1892.

4th: That the plaintiff, Albert Jones,

50 inches, dated from March 14, 1892

5th Wilmoth Jones, 40 inches, March 14, 1892

6th (Bud) Nephi Larsen 100 inches, March 14, 1892

7th E.M.Crockett, 80 inches, Mar. 14, 1892

8th Robert Brose, 100 in. March 14, 1892

9th: Cris Peterson, 105 in. Mar. 14, 1892

10th: A.J.Harrell 475 in. March 14th 1892

11th: Lawrence Hansen 83 in. Mar. 14, 1892

12th Lars Darsen, 20 in. Mar 14th 1892

13th: H.P.Larsen, 90 in

14th: Thomas Atkins, 100 in

Decrees of March 14, 1892. continuing.

15th Mary E. Robinson, 40 in.

16th A.B. Norton, 120 in.

17th: Edward Domrose, 120 in.

18th Frank Workman, 40 in.

19th: Merritt Eignor, 150 in.

20th: James Steel, 100 in.

21st: It is further decreed that none of the parties hereto or their successors in interest, shall have the right to the use of the said undecreed waters of Rock Creek, except as herein set forth and awarded, and each and every party and their successors in interest, are hereby perpetually enjoined and restrained from any and all interference with the diversion or use of said undecreed waters of said Rock Creek, except as provided in this judgement and decree.

22nd: It is further ordered, adjudged and decreed that each of the parties to whom water is herein adjudged and decreed, shall have the same measured to them at the point or points of diversion thereof, from the channel of said stream, in a box or boxes, headgate or headgates or other suitable measuring appliances and lawful device constructed for measuring water under a four inch pressure or its equivalent in second feet.

23rd: It is further ordered, adjudged and decreed that each of the parties hereto, shall pay their respective costs and disbursements herein, by each party or parties incurred.

Dated March 10th, 1904.

LYTTLETON PRICE, District Judge

State of Idaho

County of Twin Falls, ss.

I, H.T. West, Clerk of the District Court of Twin Falls, County, Idaho, do hereby certify the foregoing four sheets to constitute a full, true and correct copy of the record of a judgement and decree, decreeing the water of Rock Creek in Cassia County (now Twin Falls County) as shown by Judgement Book 1, at pages 6-7, Twin Falls County Record.

In witness whereof I hereunto set my hand and affix my official seal this 11th day of February, 1910.

H.T. West, Clerk of the District Court.

said undecreed waters of said Rock Creek, except as provided in this judgment and decree.

22nd: It is further ordered, adjudged and decreed that each of the parties to whom water is herein adjudged and decreed, shall have the same measured to them at the point, or points, of diversion thereof, from the channel of said stream, in a box, or boxes, headgate or headgates, or other suitable appliances and lawful device constructed for measuring water under a four-inch pressure, or its equivalent in second feet, and said water to be measured at said point, or points, of diversion under a four-inch pressure or its equivalent in second feet.

23d: It is further ordered, adjudged and decreed, that each of the parties hereto shall pay their respective costs and disbursements herein, by each party or parties incurred.

Dated March 10th, 1904.

LYTTLETON PRICE,
District Judge.

STATE OF IDAHO, }
County of Twin Falls, } ss.

I, H. T. West, Clerk of the District Court of Twin Falls County, Idaho, do hereby certify the foregoing four sheets to constitute a full, true and correct copy of the record of a judgment and decree, decreeing the waters of Rock Creek in Cassia County (now Twin Falls County), as shown by Judgment Book 1, at pages 395, 6, 7, Twin Falls County Record.

In witness whereof I hereunto set my hand and affix my official seal this 11th day of February, 1910.

H. T. WEST,
Clerk of the District Court.

SECOND DIVISION

JAMES McMILLAN, COMMISSIONER

TWIN FALLS, IDAHO

1910

Decreed Water Rights

Rock Creek, Twin Falls County

In the District Court of the Fourth Judicial District of Idaho, in and for Cassia County.

A. D. Norton, L. H. Norton, Henry Jones, }
Albert Jones, and Wilmoth Jones, } Plaintiffs,

vs.

Nephi Larsen, E. M. Crockett, A. J. Harrall, Lawrence Hansen, Lars Larsen, H. P. Larsen, Robert Brose, Edward Domrose, Charles Roarback, Chris Peterson, Herman Stricker, Thomas Atkins, Mary E. Robison, John F. Hansen, James Steel, Frank Workman, A. B. Norton and Merritt Eignor, } Defendants.

This cause coming on to be heard upon the findings of fact and conclusions of law herein filed and the court being fully advised in the premises, it is hereby ordered, adjudged and decreed:

1st: That the plaintiffs, A. D. Norton and L. H. Norton, be and they are hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 110 inches, dated from March 14th, 1892.

2nd: That the plaintiff, Henry Jones, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 70 inches, dated from March 14, 1892.

3rd: That the plaintiff, Henry Jones, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 60 inches, dated from March 14th, 1892.

4th: That the plaintiff, Albert Jones, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 50 inches, dated from March 14th, 1892.

5th: That the plaintiff, Wilmoth Jones, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 40 inches, dated from March 14th, 1892.

Bud 6th: That the defendant, Nephi Larsen, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 100 inches, dated from March 14th, 1892.

7th: That the defendant, E. M. Crockett, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 80 inches, dated from March 14th, 1892.

8th: That the defendant, Robert Brose, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 100 inches, dated March 14th, 1892.

9th: That the defendant, Chris Peterson, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 105 inches, dated from March 14th, 1892.

10th: That the defendant, A. J. Harrell, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 475 inches, dated from March 14th, 1892.

11th: That the defendant, Lawrence Hansen, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 83 inches, dated from March 14, 1892.

12th: That the defendant, Lars Larsen, be and is hereby awarded the use of the amount of undecreed water

hereinafter stated from the waters of Rock Creek, in each year, to-wit: 20 inches, dated from March 14th, 1892.

13th: That the defendant, H. P. Larsen, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 90 inches, dated from March 14th, 1892.

14th: That the defendant, Thomas Atkins, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 100 inches, dated from March 14th, 1892.

15th: That the defendant, Mary E. Robison, be and she is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 40 inches, dated from March 14th, 1892.

16th: That the defendant, A. B. Norton, be and he is hereby awarded the use of the amount of the undecreed water hereinafter stated, from the waters of Rock Creek, in each year, to-wit: 120 inches, dated from March 14th, 1892.

17th: That the defendant, Edward Domrose, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 120 inches, dated from March 14th, 1892.

18th: That the defendant, Frank Workman, be and is hereby awarded the use of the amount of the undecreed water hereinafter stated, from the waters of Rock Creek, in each year, to-wit, 40 inches, dated from March 14th, 1892.

19th: That the defendant, Merritt Eignor, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 150 inches, dated from March 14th, 1892.

20th: That the defendant, James Steele, be and is hereby awarded the use of the amount of undecreed water hereinafter stated from the waters of Rock Creek, in each year, to-wit: 100 inches, dated from March 14th, 1892.

21st: It is further ordered, adjudged and decreed that none of the parties hereto, or their successors in interest, shall have the right to the use of the said undecreed waters of Rock Creek, except as herein set forth and awarded, and each and every party, and their successors in interest, are hereby perpetually enjoined and restrained from any and all interference with the diversion or use of

decree in an action entitled A. D. Norton, plaintiff, vs. Patrick Garrity, defendant, the original of which is now on file in my office.

In witness whereof I have hereunto set my hand and affixed the seal of said court, at Albion, Idaho, this 27th day of April, A. D. 1903.

(Seal) JOS. Y. HAIGHT,
Clerk of the District Court of the Fourth Judicial District of Idaho, in and for Cassia County.

(REPRINT, 1910)

SECOND DIVISION

FRANK RIBLETT, COMMISSIONER

ALBION, IDAHO

1903

Decreed Water Rights

Rock Creek, Cassia County

In the District Court of the Fourth Judicial District of the State of Idaho, in and for Cassia County.

A. D. Norton, Plaintiff,

vs.

Patrick Garrity, Defendant.

This cause having been heretofore tried by the court without a jury and the court having made its findings of fact and conclusions of law.

It is now ordered, adjudged and decreed, that the following parties are entitled to divert from the stream (Rock creek) the amount of water herein indicated, and the right of each party or firm dates from the time hereinafter stated and set opposite each name, to-wit:

A. D. Norton, eighty (80) inches, April 1st, 1880.

Mary R. Norton, forty (40) inches, April 1st, 1889.

Thomas Atkins, fifty-five (55) inches, May 1st, 1887.

E. M. Crockett, forty (40) inches, January 9th, 1881.

P. M. Niles, fifty (50) inches, April 30, 1882.

L. Hansen, one hundred (100) inches, May 31st, 1879.

L. Hansen, twelve (12) inches, April 30, 1890.

Lars Larsen, Jr., twelve (12) inches, May 15th, 1879.
 Lars Larsen, Jr., fifty-eight (58) inches, April 30, 1881.
 Hans Christensen fifty (50) inches, April 1st, 1887.
 M. Estees, forty (40) inches, May 15th, 1888.
 Lars Larsen, Sr., one hundred ten (110) inches, May 1st, 1878.
 Lars Larsen, Sr., thirty (30) inches, May 1st, 1890.
 H. Stricker, twenty (20) inches, April 15, 1882.
 H. Stricker, thirty (30) inches, April 15, 1883.
 H. Stricker, four hundred (400) inches, April 30, 1885.
 H. Stricker, twenty (20) inches, April 1st, 1883.
 Christian Petersen, fifteen (15) inches, October 30th, 1885.
 H. Jones, seventy (70) inches, April 1st, 1885.
 Robert Brose, sixty (60) inches, April 15, 1888.
But H. P. Larsen, thirty (30) inches, May 15, 1888.
 James Mitchell, sixty (60) inches, April 20th, 1880.
 J. B. Rice and J. T. Blankenship, twenty (20) inches, October 30, 1887.
 Joseph Brales, twenty (20) inches, May 30, 1887.
 Patrick Garrity, twenty (20) inches, May 30, 1874.
 Patrick Garrity, eighty (80) inches, May 31, 1878.
 Patrick Garrity, twelve (12) inches, April 30, 1888.
 Patrick Garrity, thirty-five (35) inches, April 30, 1874.
 John Sparks and Jasper Harrell, one hundred (100) inches, April 1st, 1875.
 John Sparks and Jasper Harrell, thirty (30) inches, May 1st, 1888.
 John Sparks and Jasper Harrell, thirty (30) inches, May 1st, 1888.

It is further ordered, adjudged and decreed that the several quantities of water herein decreed shall be the quantities hereinbefore named measured at the point of diversion under a four-inch pressure, and that the first appropriator in point of time is first in right, and all appropriations of equal, or of the same date, are of equal right.

It is further ordered, adjudged and decreed, that in case of insufficiency of water to supply all parties the entire volume is to be devoted to, and used by those appropriators who are first in point of time.

It is further ordered herein that the following named defendant or party be and he is hereby forever enjoined, from in any manner interfering with, and from diverting

the waters, or any part thereof, from the said Rock creek, viz: H. J. Young.

It is further ordered, adjudged and decreed, that the plaintiffs shall pay their costs incurred herein, and the defendants shall pay their costs herein.

It is further ordered that the amount of water herein decreed to the several parties aforesaid shall be measured as follows: The owner or owners of each ditch shall construct a box or flume of two-inch plank 16 1-2 feet long and of sufficient width and height to carry the amount of water herein awarded to such parties in a substantial manner, and place the same at the head of such ditch upon permanent and substantial supports, the lower end of said flume to be 3-8 of an inch lower than the upper end, the water to run through said box without obstruction, the water in said box not to be at any time at greater depth than 9 inches at the head gate in said box or flume, and that no person or persons shall receive or divert any of the waters of said Rock creek except through said flume or box, the amount in inches under a four-inch pressure to which each party is entitled to be indicated by the number of square inches in the cross section of the water measured at a point 8 1-4 feet below the head gate in such box or flume.

It is further ordered that each and every party to this action and their successors and assigns and each of them, are hereby perpetually enjoined from diverting or in any way interfering with any of the waters of said Rock creek except in the quantity and in the order and in the manner in which they or each of them are herein decreed to be entitled thereto.

March 19th, 1892.

C. O. STOCKSLAGER,
District Judge.

Entered herein April 12th, 1892.

M. T. BROWN,
Clerk of Court.
 By GEO. CHAPIN,
Deputy.

State of Idaho, County of Cassia, ss.

I, Joseph Y. Haight, Clerk of the District Court of the Fourth Judicial District of Idaho, in and for Cassia County, do hereby certify that the foregoing 3 sheets of typewritten matter is a full, true and correct copy of the

STATE OF IDAHO

Transfer No. 5021

DEPARTMENT OF WATER RESOURCES

AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

ESTATE OF MARIAN CROCKETT

Name of applicant % PAUL CROCKETT AND/OR DAVID CROCKETT Phone 423-4545
 Post Office address 2678 ROCK CREEK RD., HANSEN, ID. 83334

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other SHOW PDU & P/D's
2. Describe the reason for the proposed changes CONVERT FROM GRAVITY TO SPRINKLER IRRIGATION BY PUMPING DIRECTLY OUT OF ROCK CREEK. GRAVITY SYSTEM WILL ALSO BE MAINTAINED IN CASE IT IS NEEDED. THE WEST DITCH COMES OUT IN SEC 13, NOT IN SEC. 14 AS ORIGINALLY DESCRIBED

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-----------------|------------------|--------------------|---------------|----------------------------|
| | <u>4-1-1880</u> | <u>1.36</u> | <u>IRR</u> | <u>4/1</u> to <u>10/31</u> |
| <u>47-00177</u> | <u>7-13-1907</u> | <u>0.80</u> | <u>" "</u> | <u>4/1</u> to <u>10/31</u> |
| | | | | to |
| | | | | to |
2. Total amount of water being transferred 2.16 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water ROCK CREEK tributary to SNAKE RIVER
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	SW	SW	SW	1	12S	18E	TWIN FALLS	HEADGATE (E. SIDE), PUMP (W. SIDE)
	SW	NW	SW	13	"	"	" "	" " / DITCH (W. SIDE)
	SW	SW	SW	12	"	"	" "	" " " (E. ")
	NE	SE	SE	11	"	"	" "	PORTABLE PUMP TO BE INSTALLED (W. SIDE) <u>5</u>

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
12S	18E	1									28.3	11.1	2.7						42.1
12S	18E	2															0.3		0.3
12S	18E	11	4.7			9								15.9					29.6
12S	18E	12					1.9	14.8	0.2										16.9

STOCKWATER PDU SAME AG IRRIGATION

88.9

T-2832
F-1497

T-2833
F-1501

37.2 NW

9.0

2 NW
18.7

NC
3
11.0 NW

2
VI
12

5 NW
17.5

5 NW
7.9

4 NW
6.7

7 NW
8.3

8 NW
4.0

4.7 NW

2 NW
7.3

12

4
10.4 NW

3 NW
24.0

5
10.9 NW

● = P/D PUMP

⊙ = P/D HEADGATE

Crockett Transfer 47-
Satterlee, GL

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE

June 3, 1997 4:06pm

CUSTOMER

Crockett, David

SUBJECT: (A)47-00117 and 47-00177
phone call (.) walk-in (x 15 May 1997)

Chuck Helman to David Crockett dated 03-25-97

RE: Concern Adjudication Claim(s) not filed for above rights.

There is an adjudication claim for A47-00117 (4-1-1880 0.80cfs).
However, there is not an adjudication for 47-00177
(07-13-1907 0.80cfs).

The acres irrigated in 47-00177 are already claimed in (A)47-00117, except the 4 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 1, T12S, R18E, which may be part of the 10 acres claimed A47-00116A (pending T47-00116B claims only 2.7 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$).

Question for Watermaster: Is this claim with a priority date of 07/13/1907 deliverable?

If so, the claimant would be at an advantage to file a late claim for \$50.00 plus \$1 per acre not claimed already (\$54±).

David:

3-20-97

No Readjudication Filed ON: cf3.

WR 47-00117 4-1-1880 0.80

WR 47-00177 7-13-1907 0.80

IT Appears That These 2 WR's
were filed under WR 47-00116A

You should check with Jim Stanton
to see if you should file on
these.

RECEIVED

MAY 15 1997

Department of Water Resources
Southern Region

Chuck

ask about water right to be used
on sec. 12 NW 1/4

OK 15 MAY 97



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 2, 1997

CERTIFIED

Estate of Marian Crockett
% David W. Crockett
2678 Rock Creek Rd
Hansen, ID 83334

Broken Diamond Ranch
% Charles Helman
2391 Rock Creek Rd
Hansen, ID 83334

RE: Ownership of water right 47-00116

Dear Claimants:

As you know the department is presently processing application for transfer #5021 filed by Marian Crockett for a portion of right No. 47-00116. This application was advertised without protest. In reviewing the Snake River Basin Adjudication (SRBA) claims associated with right No. 47-00116, it is found that the following claims have been filed:

SRBA Claim No.	Claimant	Amount (CFS)
A47-00116	Broken Diamond	1.60
A47-00116A	Marian Crockett	1.00*

*Note that SRBA Claim No. A47-00116A is for 1.80 cfs total which is described as a combination claim of all of right 47-00117 (0.80 cfs) and portion of right 47-00116 (1.00 cfs).

Noting that right No. 47-00116 was decreed to A.D. Norton for a total of 1.60 cfs, there is an apparent ownership dispute revolving around this right. The department requests that both claimants or their representatives provide documents which clearly demonstrate or evidence their chain of title of their ownership back to the original decreed owner. Such documents may include copies of deeds, sales agreements, etc. Please submit your evidence of ownership by October 1, 1997. The department will review and utilize the evidence provided in approval or denial of the pending transfer application and also in formulating the recommendations of the above SRBA claims to the SRBA court. If you fail to respond you may jeopardize any right you may have in the use of this water.

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

Sincerely,

Allen Merritt, PE
Southern Region Manager

CC: Norm Young - IDWR
✓ Doug Jones - SRBA

Debate

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Renumbered-16640

Ident. Number: A47-00116A

Date Received: 12/15/1988

Receipt No: S004522

Received By: TR

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: EDWIN D. CROCKETT
Address: 2786 ROCK CREEK ROAD
HANSEN, ID 83334 208-423-5948

2. Date of Priority: APR 01, 1880

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
12S	18E	1	SW	SW	SW		BLAINE
		12	SW	SW	SW		BLAINE
		13	NW	NW	SW		BLAINE

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	1.800		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

A47-00116A-
-16640

Page 1

Date: 01/19/89

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MAR 10 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres	
12S	18E	1	NW	SW		IRR	15.0	
			NW	SW		STOCK		
			SW	SW		IRR	15.0	
			SW	SW		STOCK		
			SE	SW		IRR	10.0	
			SE	SW		STOCK		
							Section Acres	40.0
		2	NE	SE		IRR	15.0	
			NE	SE		STOCK		
			SE	SE		IRR	15.0	
			SE	SE		STOCK		
							Section Acres	30.0
		11	NE	NE		IRR	6.0	
			NE	NE		STOCK		
			SE	NE		IRR	6.0	
			SE	NE		STOCK		
			NE	SE		IRR	4.0	
			NE	SE		STOCK		
			SE	SE		IRR	4.0	
			SE	SE		STOCK		
					Section Acres	20.0		
12	NW	NE		IRR	10.0			
	NW	NE		STOCK				
					Section Acres	10.0		
					Total Acres	100.0		

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:
47-00154, 47-00119

14. Remarks:
TOTAL OF 155 ACRES IRRIGATED FROM ROCK CREEK.

14. Remarks: Continued

***** MEMO TO FILE *****
A PORTION OF RIGHT 47-0116 HAS BEEN CONSOLIDATED WITH 47-117 BOTH
RIGHTS HAVE A PRIORITY DATE OF APRIL 1,1880.

CLF 12-15-88

STOCK DRINK FROM DITCHES AND THE STREAM DURING THE IRRIGATION
SEASON AND FROM THE STREAM ONLY DURING THE NON-IRRIGATION SEASON.

15. Basis of Claim: DECREED

Case Number:

Court : FOURTH

Decree date:

A.D. NORTON ET AL
Decree Plaintiff

vs

PATRICK GARRITY ET AL
Decree Defendant

16. Signature(s)

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

Number of attachments: One

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Edwin D. Crocker Date: 1-19-89
Date:

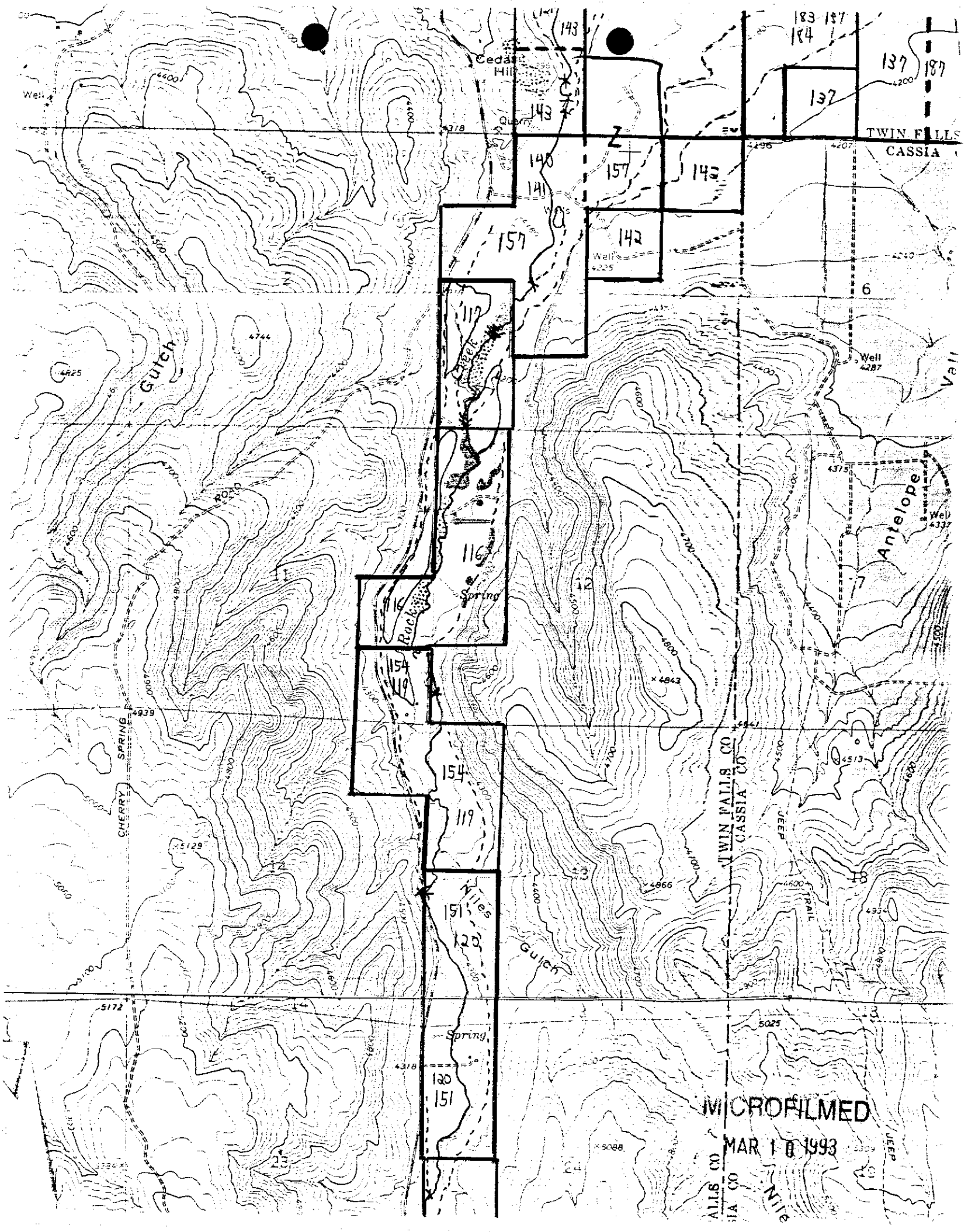
State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of January 19 89

Mary A. Baldwin
Notary Public

Seal

Residing at Gooding Id
My Commission Expires 10/16/1992



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MAR 10 1993

ALLS CO
TIA CO

Nile

JEEP

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: A47-00116A
Date Received: 12/15/1988
Receipt No: S004522
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EDWIN D. CROCKETT 208-423-5948
Address: 2786 ROCK CREEK ROAD
HANSEN, ID 83334

2. Date of Priority: APR 01, 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	12	NW	NW			BLAINE
			SW	SW			BLAINE
		13	NW	SW			BLAINE

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	01/01	12/31	2.400		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	NW	SW		IRR	15.0

A47-00116A

Page 1

Date: 12/15/88

MICROFILMED

MAR 10 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	SW	SW		IRR	15.0
			SE	SW		IRR	10.0
			Section Acres				40.0
		2	NE	SE		IRR	15.0
			SE	SE		IRR	15.0
			Section Acres				30.0
		11	NE	NE		IRR	6.0
			SE	NE		IRR	6.0
			NE	SE		IRR	4.0
			SE	SE		IRR	4.0
			Section Acres				20.0
		12	NW	NE		IRR	10.0
			Section Acres				10.0
			Total Acres				100.0

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:
47-02495, 47-00154, 47-00119

14. Remarks:
TOTAL OF 155 ACRES IRRIGATED FROM ROCK CREEK.

***** MEMO TO FILE *****
RIGHT 47-00116 HAS BEEN CONSOLIDATED WITH 47-00117. BOTH RIGHTS
HAVE A PRIORITY DATE OF APRIL 1, 1880.

CLF 12-15-88

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

A47-00116A

Page 2

Date: 12/15/88

MICROFILMED

MAR 10 1993

A.D. NORTON ET AL
Decree Plaintiff

PATRICK GARRITY ET AL
Decree Defendant

vs

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 A47-00116A
Date Received 12-15-88
Receipt Number 5004522

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Edwin D CROCKETT Phone (208) 423 5948
Mailing Address 2786 Rock Creek Rd Hansen ID Zip 83334

2. Date of Priority (Only one (1) per claim) April 1, 1880

3. Source of water supply (a) Rock Creek
which is tributary to (b) Snake River

4. a. Location of existing point of diversion is: Township 12S Range 18E Section 13,
NW 1/4 of SW 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of Twin Falls

Additional points of diversion if any: SW 1/4, SW 1/4 Sec 12; NW 1/2, NW 1/4, NW 1/4, Sec 12

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.

All water comes from Rock Creek
by use of Rock dams of which are repaired or re-built after
each spring run-off. The diversion at NW 1/2, NW 1/4, NW 1/4, Sec 12 has been
replaced by a concrete dam 1975, and a pump in 1986 at the same
place. The ditch and pump are both used,

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MAR 10 1989

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from April 1 to Nov 1 amount 2.4 or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.4 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 300 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 100-200 hd of Cattle, 1-4 Houses

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	
<u>12S</u>	<u>18E</u>	<u>12</u>		<u>10</u>															<u>10</u>
<u>"</u>	<u>"</u>	<u>11</u>	<u>6</u>			<u>6</u>									<u>4</u>			<u>4</u>	<u>20</u>
		<u>2</u>													<u>15</u>			<u>15</u>	<u>30</u>
		<u>1</u>										<u>15</u>	<u>15</u>	<u>10</u>					<u>40</u>

Total number of acres irrigated 100

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

12. Do you own the property listed above as place of use? Yes ☒ 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.
See remarks or None ()

14. Remarks: I have other water rights that runs through the same ditch system. all comes from Rock Creek and drain back into Rock Creek.
I irrigate a total 155 A's from Rock Creek

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MAR 10 1993

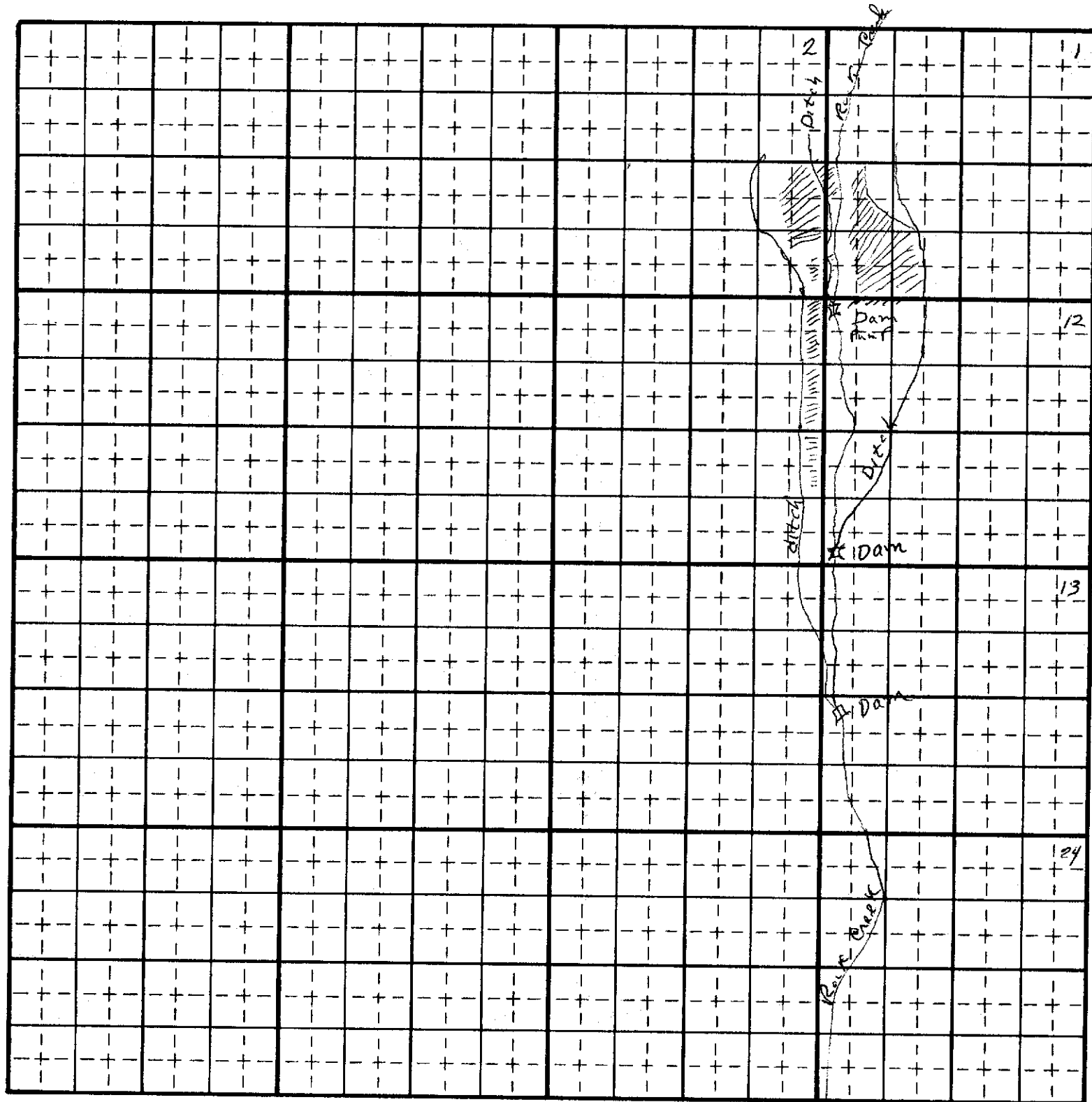
Last Name Crockett Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

12S 18E



MICROFILMED

MAR 10 1993

Last Name

CROCKETT

Ident No.

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 _____

Court Cassia near Twin Falls Case Number _____ Decree Date April 1, 1980

Plaintiff vs Defendant A. D. Norton vs Patrick Garity

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) Edwin D Crockett Date 12-15-88

Date _____

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

Title

of _____, 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 Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 15th day of December 19 88

SEAL

Notary Public Carter Fritschle

Residing at _____ Carter Fritschle, Notary Public

Residing at Eagle, Idaho

My Commission Expires My commission Expires March 21, 1994

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Address _____

Date _____

Last Name Crockett Ident. Number _____

MICROFILMED

MAR 10 1993

Copies White-State, Yellow-Claimant

10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Crockett CLAIM IDENT. NO. A47-00116A

DATE RECEIVED 12-15-88 CK # 1709 AMOUNT \$ 355 (4) YES NO

1. Is the name and address complete with zip code? ☒ YES ☐ NO
2. Is a priority date entered? ☒ YES ☐ NO

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?

A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

3. (a) Is a source entered? ☒ YES ☐ NO
- (b) Is a tributary to entered? (if required) ☒ YES ☐ NO N/A
4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO
5. Is there a description of the diverting works? ☒ YES ☐ NO
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒ YES ☐ NO
- Is the period of use included? ☒ YES ☐ NO
- Is a quantity claimed for each use? ☒ YES ☐ NO
7. Is a total quantity claimed entered? ☒ YES ☐ NO
8. If required is a consumptive use entered? ☒ YES ☐ NO N/A
- Is the consumptive use correct? ☒ YES ☐ NO N/A
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. ☒ YES ☐ NO N/A
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO
11. Is (are) the county(ies) entered? ☒ YES ☐ NO
12. Is the ownership of p.u. checked? ☒ YES ☐ NO
13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO N/A
15. Is the basis of the claim indicated? ☒ YES ☐ NO
16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) ☒ YES ☐ NO
- Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO
- Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO
- Is the fee enclosed correct? ☒ YES ☐ NO Exempt
- If this claim is based on an existing water right, has the identification number been entered? ☒ YES ☐ NO N/A
- Should this claim be receipted and data entered? ☒ YES ☐ NO

Claim checked by:

MICROFILMED

Comments:

MAR 10 1989

Water Right Number - 47-00116

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

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

*** C - CURRENT OWNER ***
NORTON

A. D.

1 -
2 -
3 -
City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
04/01/1880 17 D - DECREED+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
ROCK CREEK SNAKE RIVER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)
12S 18E 11 SE SE (83) TWIN FALLS
12S 18E 14 NE SE (83) TWIN FALLS+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 1.600
43 - DOMESTIC+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
1.600+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
12S 18E 11 NE SE 01 IRRIGATION (83) TWIN FALLS
12S 18E 12 NW NW 01 IRRIGATION (83) TWIN FALLS
12S 18E 12 SW NW 01 IRRIGATION (83) TWIN FALLS
12S 18E 12 NW SW 01 IRRIGATION (83) TWIN FALLS

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
P. D. VERIFIED BY WATERMASTER 4-14-1982 JS.+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.MICROFILMED
MAR 10 1993

+ - Decree Date - +
03/19/1892

[illegible]

Field Exam Fee	-
Swan Falls	-
Temporary Right	- P
DLE/Carey Act	-
Water District	- 470
Transfer/Amended	-

MICROFILMED
MAR 10 1993

Water Right Number - 47-00117

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

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

*** C - CURRENT OWNER ***
NORTON

MARY R.

1 -
2 -
3 -
City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/01/1880 17 D - DECREED

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
ROCK CREEK SNAKE RIVER

TwN	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Stream Index (Blank if no Index Code)
12S	18E	1	SW SW		(83)	TWIN FALLS		
12S	18E	14	NE SE		(83)	TWIN FALLS		

Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume
01 - IRRIGATION		03/15	11/15		0.800	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.800

TwN	Rng	Sec	Tract	Lot	Acres	Code	Description	County
12S	18E	1	NW SW		40.0	01	IRRIGATION	(83) TWIN FALLS
12S	18E	1	SW SW		40.0	01	IRRIGATION	(83) TWIN FALLS

Total Acres: 80.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - Remarks - - - - - +
P. D. CHANGED BY TRANSFER #1901.

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

+ - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
NORTON ET AL PATRICK GARRITY ET AL 03/19/1892

MICROFILMED
MAR 10 1993

Water right number - 47-00117

Adj. flag translation: Standard Water Right Number

+ - - Microfilm Rolls -

+ - - Audit Fields - 02/11/86

05/28/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 01/21/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 470
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	- T
Decree Date	- 03/19/1892				

MAR 10 1993
MICROFILMED

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: **A47-00116A**
Date Received: 12/15/1988
Receipt No: S004522
Received By: ownership change

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARIAN L CROCKETT 208-423-5948
Address: 2786 ROCK CREEK RD
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 of	Lot	County
12S	18E	1	SW	SW	SW		BLAINE
		12	SW	SW	SW		BLAINE
		13	NW	NW	SW		BLAINE

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	1.800		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is 300.0 Acre Feet Per Annum **FILED**

9. Non-irrigation uses:
S/200 CATTLE, 4 HORSES

OCT 27 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
12S	18E	1	NW	SW		IRR	15.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	NW	SW		STOCK	
			SW	SW		IRR	15.0
			SW	SW		STOCK	
			SE	SW		IRR	10.0
			SE	SW		STOCK	
			Section Acres				40.0
		2	NE	SE		STOCK	
			NE	SE		IRR	15.0
			SE	SE		STOCK	
			SE	SE		IRR	15.0
			Section Acres				30.0
		11	NE	NE		STOCK	
			NE	NE		IRR	6.0
			SE	NE		IRR	6.0
			SE	NE		STOCK	
			NE	SE		IRR	4.0
			NE	SE		STOCK	
			SE	SE		IRR	4.0
			SE	SE		STOCK	
			Section Acres				20.0
		12	NW	NE		IRR	10.0
			NW	NE		STOCK	
			Section Acres				10.0
			Total Acres				100.0

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:
47-00154, 47-00119

14. Remarks:
TOTAL OF 155 ACRES IRRIGATED FROM ROCK CREEK.

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OCT 27 1994

***** MEMO TO FILE *****
A PORTION OF RIGHT 47-0116 HAS BEEN CONSOLIDATED WITH 47-117 BOTH

14. Remarks: Continued

RIGHTS HAVE A PRIORITY DATE OF APRIL 1, 1880.

CLF 12-15-88

STOCK DRINK FROM DITCHES AND THE STREAM DURING THE IRRIGATION
SEASON AND FROM THE STREAM ONLY DURING THE NON-IRRIGATION SEASON.
ownership change 4/13/94 by 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

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 1994

of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet. ** see attached deed*

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s) Assigned by IDWR: A47-00116A, A47-00119, A47-157 ⁰⁰¹⁵⁴
A47-14063, A47-12641

☐ Name and Address of Former Owner/Claimant(s)(Seller): Edwin Crockett
2786 Rock Creek Rd
Hansen 83334

☐ New Owner/Claimant (Purchaser): Marian L. Crockett

☐ New Mailing Address: 2786 Rock Creek Rd
Hansen 83334

☐ New Telephone Number: (208) 423-5948

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: personal representative's deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s) Marian L. Crockett Date 7-14-94

☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data Entry

Date: 7/14/94 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data Entry

Date: 7/14/94 By: [Signature]

Claim Numbers of Split, if any:

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OCT 27 1994

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

1
2 PERSONAL REPRESENTATIVE'S DEED
3

4 For good and valuable consideration, receipt of which is
5 hereby acknowledged, MARIAN L. CROCKETT, Personal Representative of
6 the Estate of EDWIN D. CROCKETT, deceased, as Grantor, does hereby
7 GRANT, SELL and CONVEY to MARIAN L. CROCKETT, residing at 2786 Rock
8 Creek Road, Hansen, ID 83334, all right, title, interest and estate
9 of the decedent at the time of his death, and all right, title and
10 interest that the estate may have subsequently acquired by operation
11 of law or otherwise, in and to the real property situated in the
12 County of Twin Falls, State of Idaho, described as follows:

13 Township 12 South, Range 18 E., B.M., Twin Falls County,
14 Idaho.

15 Section 1: SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$

16 Section 2: E $\frac{1}{4}$ SE $\frac{1}{4}$

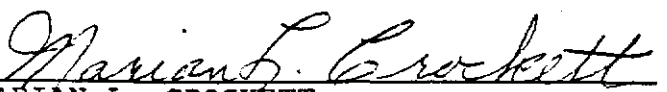
17 Section 11: E $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

18 Section 12: N $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$

19 Together with all water rights.

20 SUBJECT to easements and rights of way of record.

21 DATED this 31st day of April, 1992.

22 
23 MARIAN L. CROCKETT
24 Personal Representative of the
25 Estate of Edwin D. Crockett, deceased
26

MICROFILMED
OCT 27 1994

1 STATE OF IDAHO)

2 County of Twin Falls)

ss.

3 On this 30th day of April, 1992, before me, the
4 undersigned, a Notary Public in and for said County and State,
5 personally appeared MARIAN L. CROCKETT, known to me to be the person
6 who executed the foregoing instrument and acknowledged to me that
7 she executed the same as Personal Representative of the Estate of
8 Edwin D. Crockett, deceased.

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



12
13 JOHN R. COLEMAN
14 NOTARY PUBLIC - STATE OF IDAHO
15 Residing at Twin Falls, Idaho
Commission Expires 6-10-93

John R. Coleman
NOTARY PUBLIC

16
17
18
19
20 TWIN FALLS COUNTY, IDAHO
21 FILED FOR: *Coleman, et al*

22 1992 JUL -7 P 4:01 92009407

23 EX-OFFICIO DEPUTY: *P*
24 FEE: *6.00*

25 MICROFILMED

26 OCT 27 1994

Log for claim A47-16640F

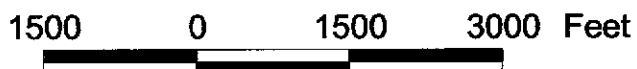
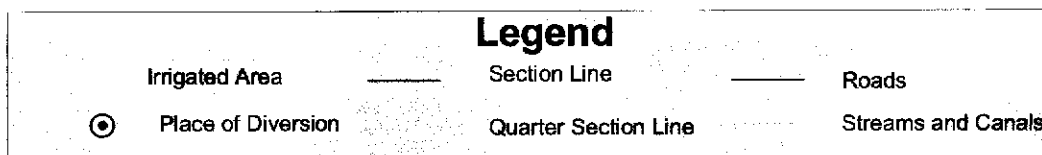
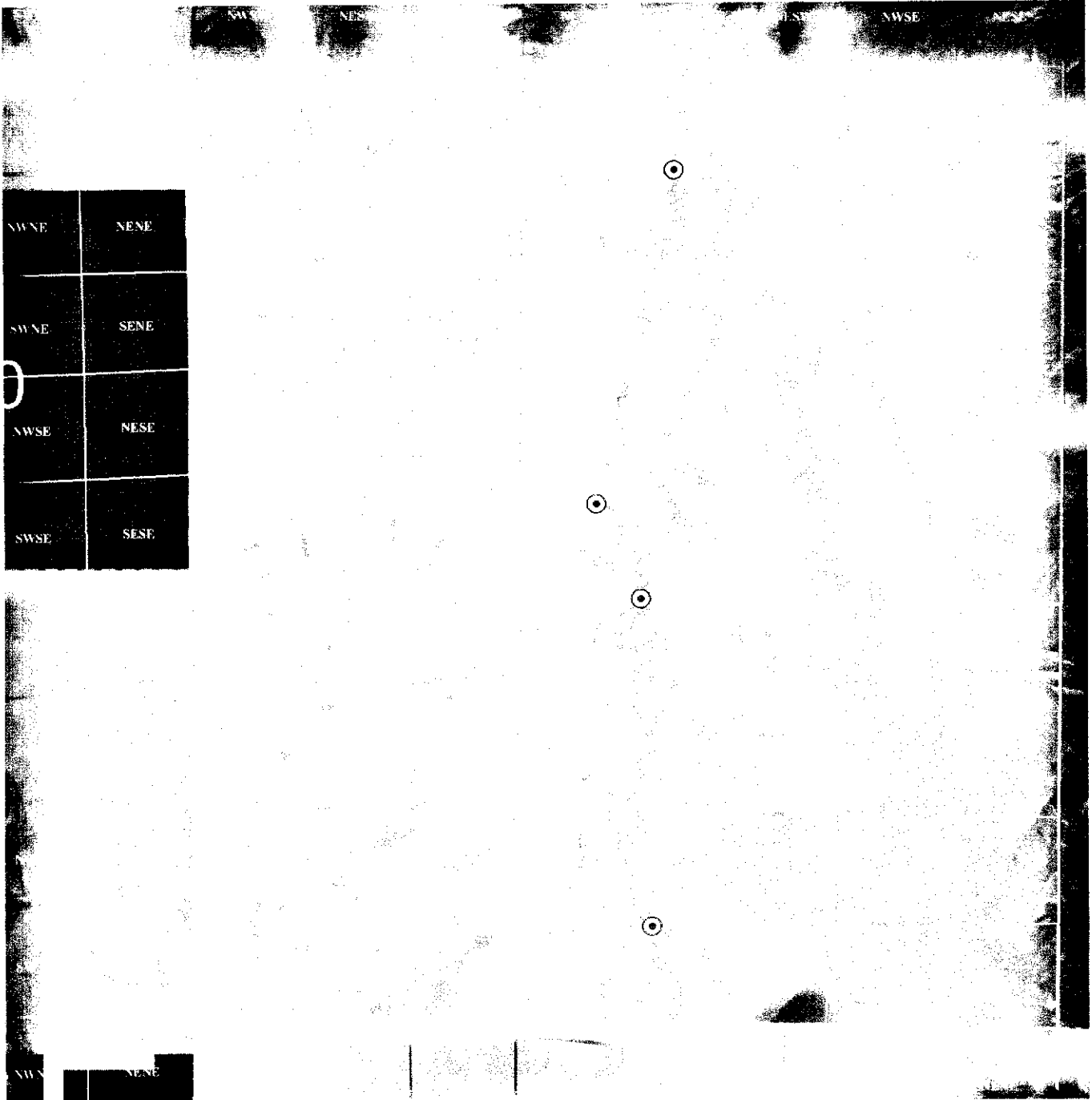
Spatial Dynamics LTD

11/1/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
12s18e	11	SENE	7	6.9	
12s18e	11	NESE	15	15	
Totals:			22	21.9	

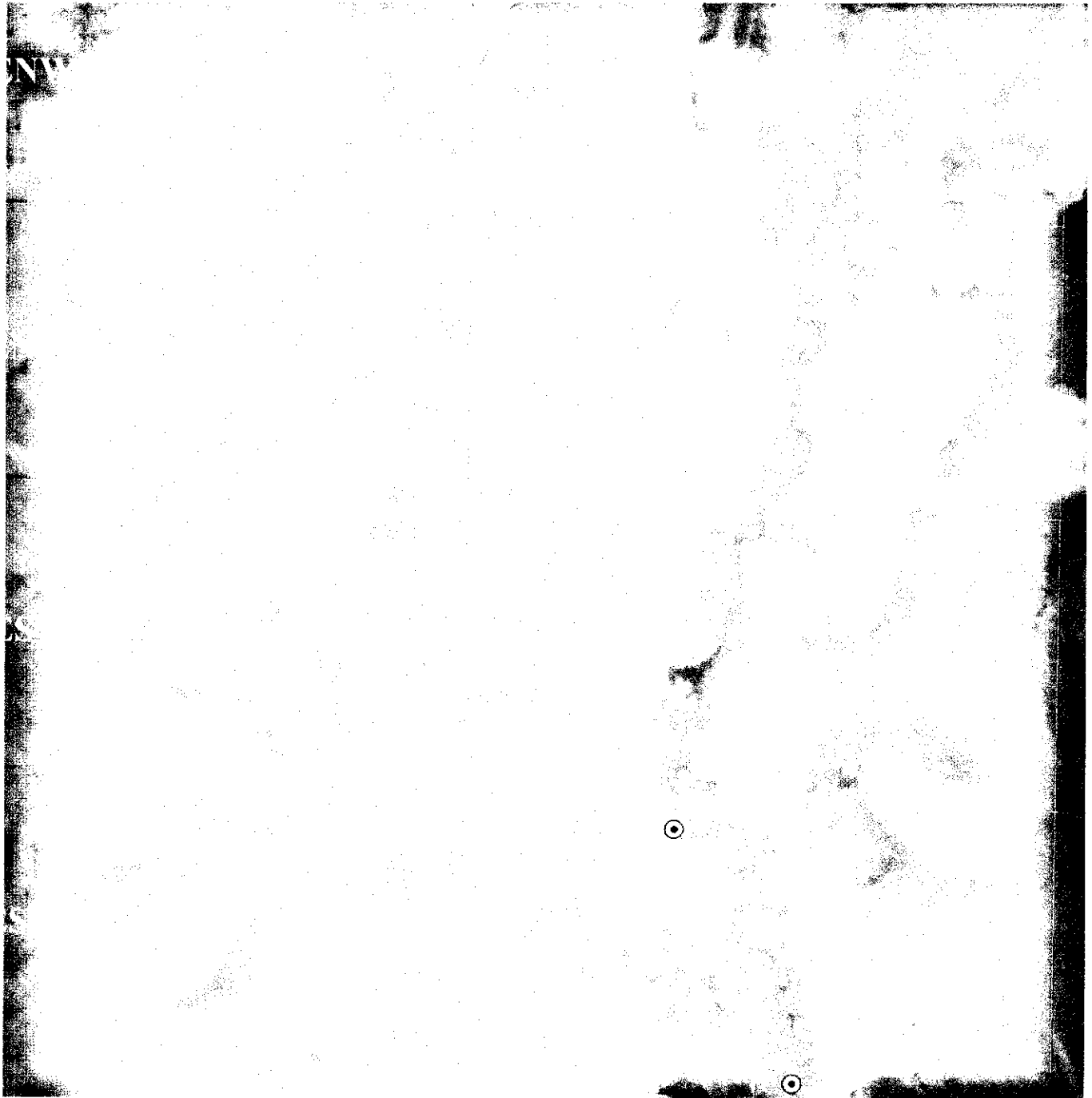
Water Right Claim Number A47-16640F
Township , 12S18E

11/01/2000



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

11/01/2000



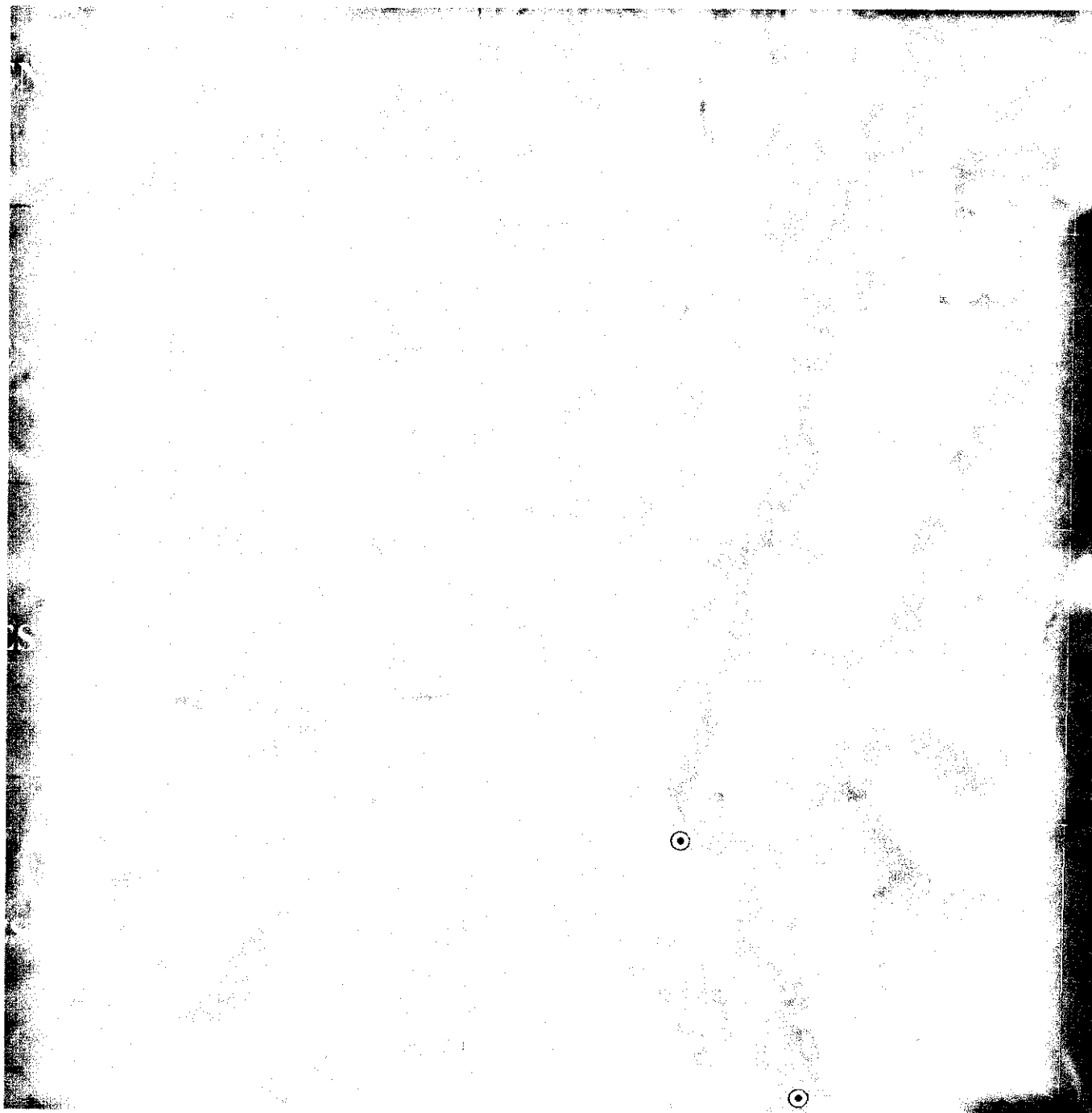
Legend			
Irrigated Area	Section Line	Roads	
Place of Diversion	Quarter Section Line	Streams and Canals	

500 0 500 1000 Feet



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

11/01/2000



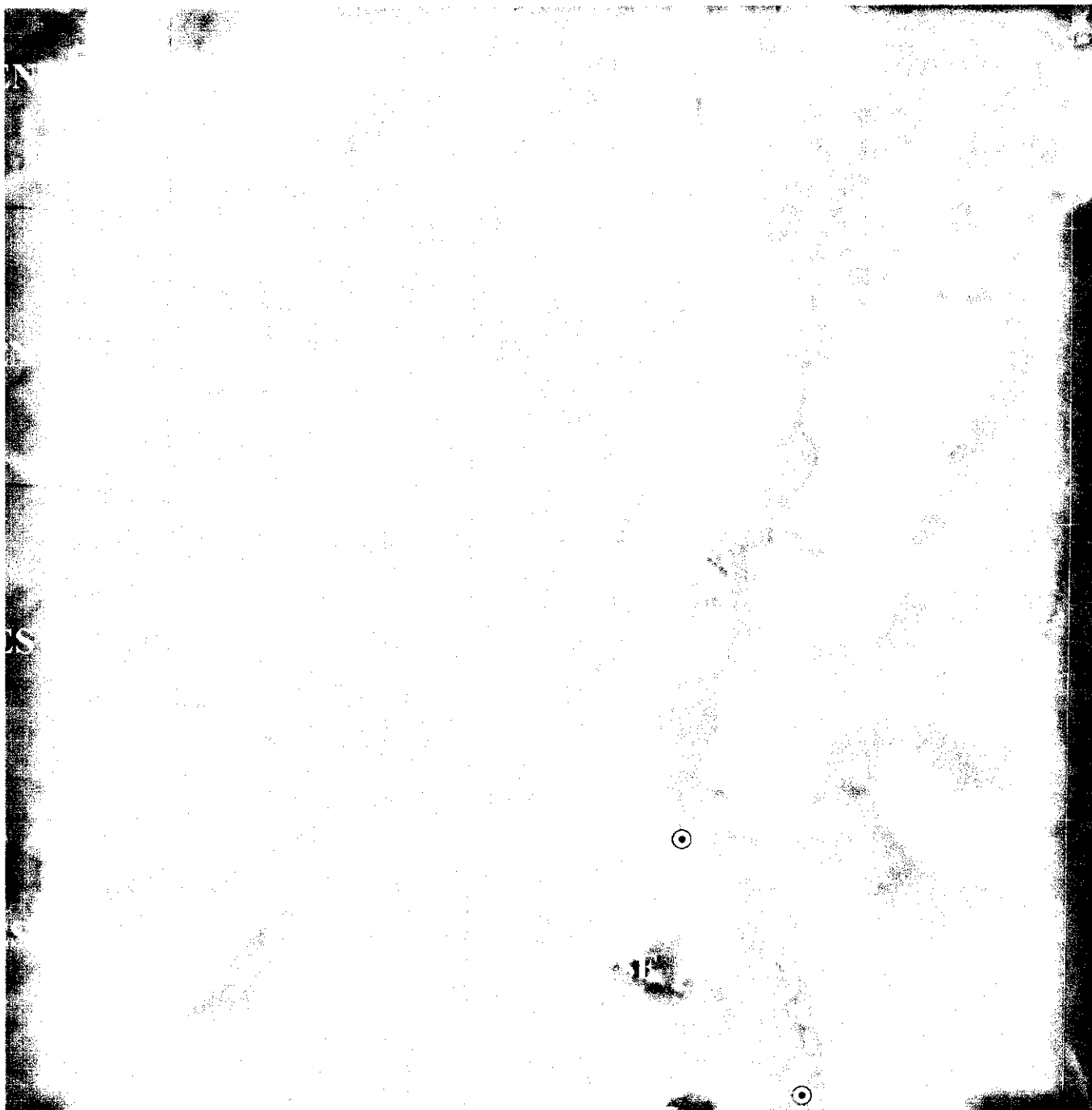
Legend		
Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals

500 0 500 1000 Feet



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

11/01/2000



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



DATE: 10/03/00
PAGE: 440

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

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 THE ORIGINAL RIGHT WHICH WAS SPLIT WHEN MIKE PEARSON PURCHASED A PARCEL CONTAINING 18.5 IRRIGATED ACRES. COPY OF TITLE INSURANCE POLICY ENCLOSED WITH THE FORM. 5/26/98 jr

*****SPLIT RIGHT*****
THIS IS A PORTION OF A47-16640A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF TWO PARTS OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT; ONE TO BRENT AND CHALET FUNK, THE OTHER TO EDWIN AND VALERIE SMITH. 9/2/99 jr

2/24/2000 TF; THIS IS THE REMAINING PORTION OF A47-16640C AFTER THE SALE OF 5 ACRES AND .015 CFS TO BROKEN DIAMOND RANCH PER 1409(6) AND PERSONAL REPRESENTATIVES DEED REC'D 2/22/2000.

3/9/2000 TF; OWNERSHIP CHANGED MARIAN CROCKETT ESTATE TO DAVID AND DEBORA CROCKETT PER 1409(6) AND PERSONAL REPRESENTATIVES DEED REC'D 3/6/2000.

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number: 470	Field Inspection Flag: Presumption Flag: D	
Audit:	02/24/00 TFAWCETT	03/09/00 TFAWCETT	