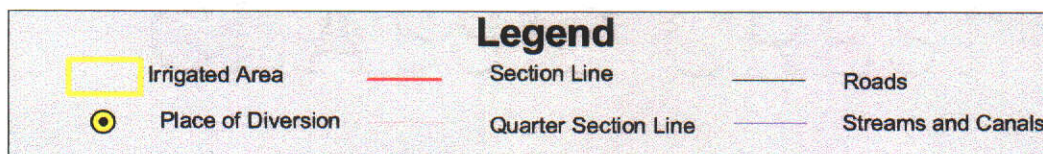
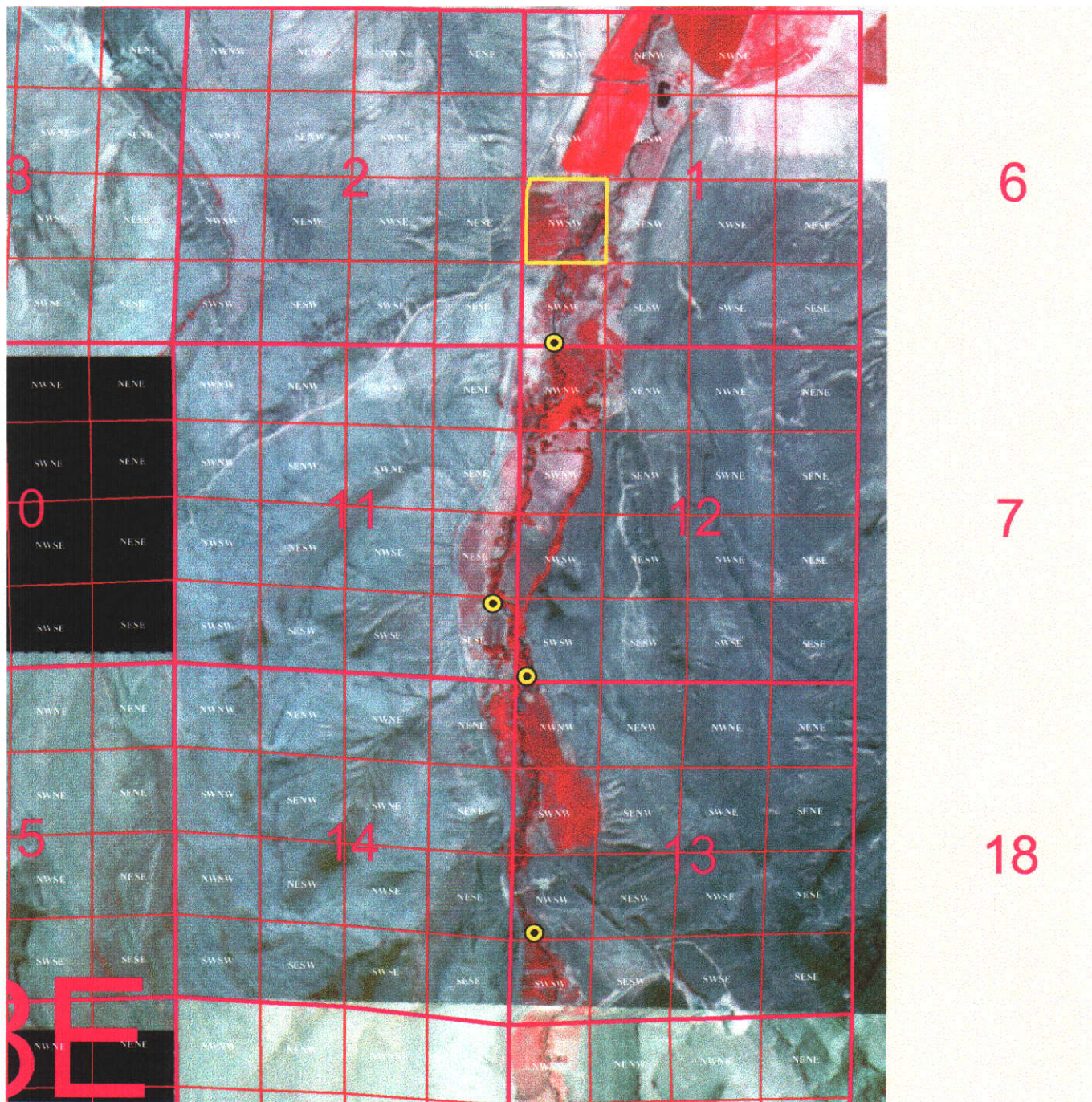


Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000

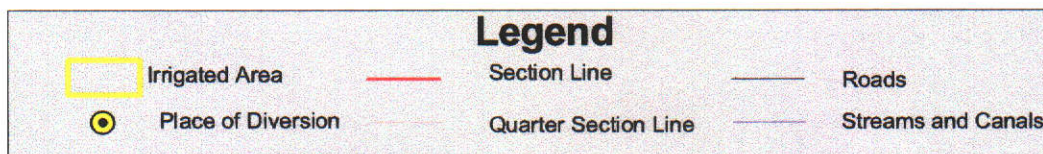
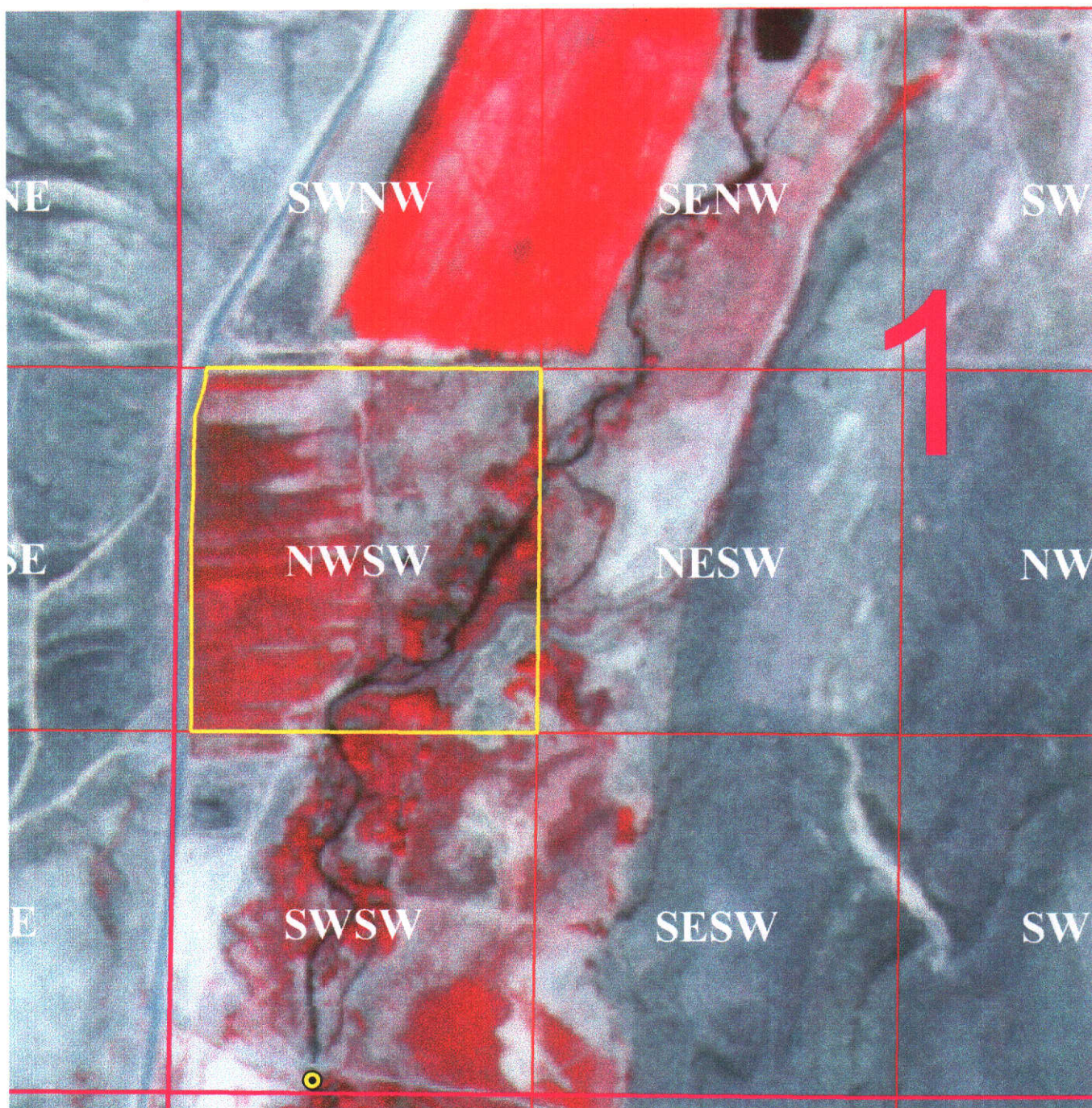


2000 0 2000 4000 Feet



Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000

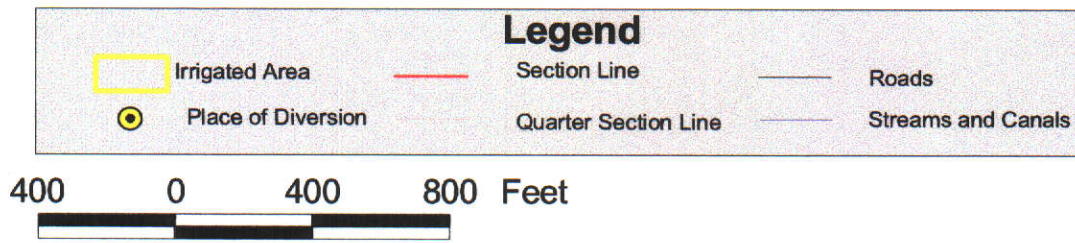
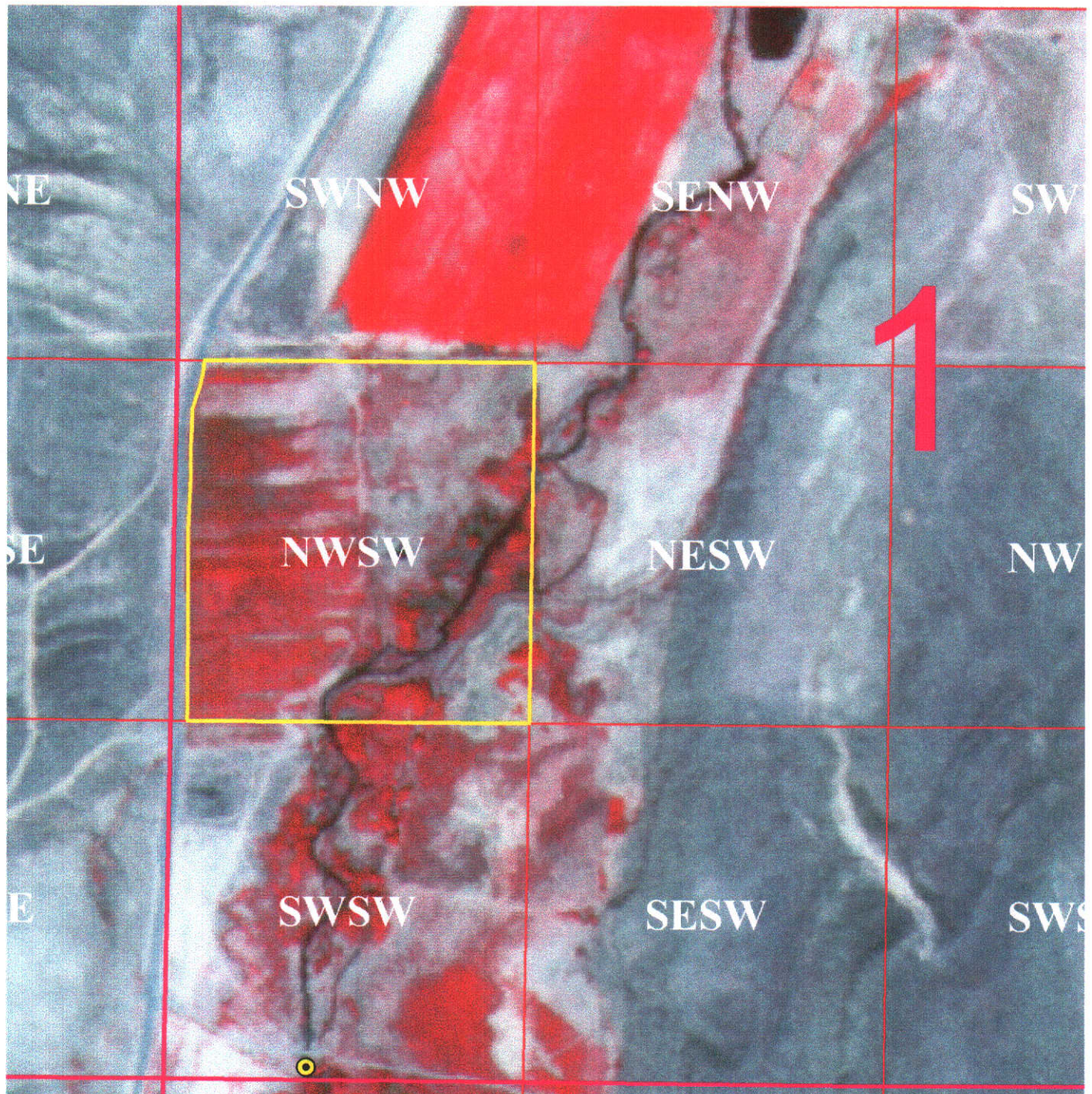


400 0 400 800 Feet

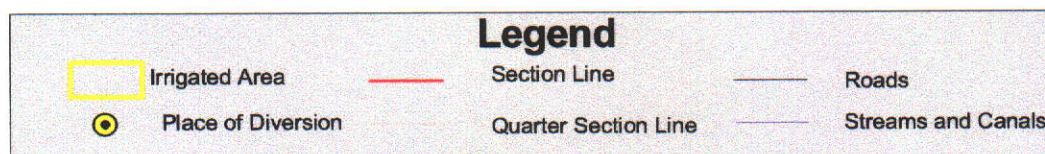


Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000



10/18/2000



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: **A47-00177E**

Date Received: 1/ 8/1998

Receipt No: X777777

Received By: OK splat R

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

1. Name: EDWIN R SMITH
Address: 3300 CORAN LANE
LAS VEGAS NV 89106

AND

Name: VALERIE A SMITH
Address: 3300 CORAN LANE
LAS VEGAS NV 89106

2. Date of Priority: JUL 13, 1907

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	10/31	0.255		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	NW	SW		STOCK	
			NW	SW		IRR	28.3
						Section Acres	28.3
						Total Acres	28.3

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:
A47-16640E

14. Remarks:

THIS IS A PORTION OF A47-00177A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF PART OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT TO EDWIN AND VALERIE SMITH. COPY OF PERSONAL REPRESENTATIVES DEED SUBMITTED WITH FORM. 9/2/99 jr

15. Basis of Claim: DECREEED

Case Number:

Court :

Decree date: / /

HARRIET E. MCDERMID
Decree Plaintiff

MAGNUS LARSEN 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: _____

	(1880)	(1907)
David - 23 Ac.	A47-16640 .413 cfs 20.65 in.	A47-00177 .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.

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

1. Water Right Number(s) A47-00177A A47-16640A Department of Water Resources
Adjudication Claim Number(s) 12.7 inches 21.6 inches
255 cfs .433 cfs
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. 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.

7481160

PERSONAL REPRESENTATIVES DEED

Twin Falls County, Idaho
Recorded for:
TWIN FALLS TITLE
03:29pm Jan. 06, 1999
1999-000248
No. of Pages: 4 Fee: \$12.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: SL

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 $\cdot W\frac{1}{4}SW\frac{1}{4}$ 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 $N00^{\circ}31'18"E-2641.06$ FEET;

THENCE $N00^{\circ}31'18"E$ FOR A DISTANCE OF 408.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE $N83^{\circ}00'33"W$ 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:

$N06^{\circ}59'27"E-593.79$ 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:

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

STATE OF Utah)
County of DAVIS) ss.

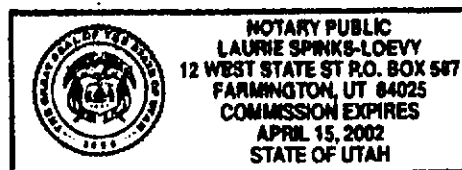
On this 24th day of December, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL DONALD CROCKETT, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Co-Personal Representative 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 2940 N. 1st St.

My Commission Expires 4/15/2002



SUBJECT TO taxes for 1999 and subsequent years, easements and rights of way of record.

AND SUBJECT TO restrictions on the use of the property as set forth in a Contract of Sale dated ~~November~~ December 2, 1998, between the Grantors and the Grantees.

DATED this 2nd day of December, 1998.

David W. Crockett
DAVID WILLIAM CROCKETT

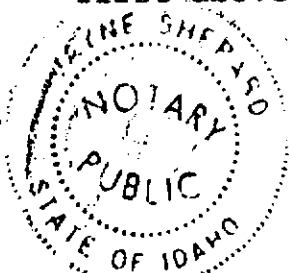
Paul Donald Crockett
PAUL DONALD CROCKETT

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

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

On this 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.



J. M. Shepherd
NOTARY PUBLIC
Residing at Buhl, Idaho
My Commission Expires 8-21-99

 TWIN FALLS
TITLE & ESCROW
COMPANY

RECEIVED
JAN 11 1999
Department of Water Resources
Southern Region

01/08/99

VIA REGULAR MAIL

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

Re: Order No. T981160
CROCKETT-SMITH

Dear Ladies:

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

X Notice of Change of Water Right ownership
X Copy of Deed to Smith

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

Sincerely,


Jayne Shepard
Escrow Officer
Twin Falls Title & Escrow Company

encl.

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. ☺



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

EDWIN R AND VALERIE A SMITH
3300 CORAN LANE
LAS VEGAS NV 89106

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

Dear Mr. and Mrs. Smith:

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

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

Sincerely,

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

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

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,

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

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

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,

A handwritten signature in cursive script, appearing to read 'Jeanie', written over a horizontal line.

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: **A47-00177E**

Date Received: 1/ 8/1998

Receipt No: X777777

Received By: D/C split *[Signature]*

(changed in error!)
Edwin & Valerie Smith
**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: BRENT FUNK *9/2/99* 208-423-5799
Address: 2786-B ROCK CREEK ROAD
HANSEN ID 83334

OR

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

2. Date of Priority: JUL 13, 1907

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	10/31	0.25'		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	18E	1	NW	SW		IRR	28.3
			NW	SW		STOCK	
						Section Acres	28.3
						Total Acres	28.3

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:
A47-16640E

14. Remarks:

THIS IS A PORTION OF A47-00177A WHICH WAS SPLIT AS THE RESULT OF AN OWNERSHIP CHANGE OF PART OF THE RIGHT FROM THE ESTATE OF MARIAN L CROCKETT TO BRENT AND CHALET FUNK. COPY OF REAL ESTATE PURCHASE AND SALE AGREEMENT SUBMITTED WITH FORM. 8/3/99 jr

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

HARRIET E. MCDERMID
Decree Plaintiff

MAGNUS LARSEN 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: _____

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/ClaimantMarian Crockett Estate % David Crockett
2786 Rock Creek Road Hansen, ID 83334

4. New Owner/Claimant(s)

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

New Mailing Address

2786-B Rock Creek Road

City, State and ZIP Code

Hansen, ID 83334

New Telephone Number

(208) 423-5799

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 npDiversion 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.)

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..

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

Post-it® Fax Note	7671	Date	12/15/98	# of pages	1
To	GLORIA	From	JEANIE		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	733-96216	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 Western
MLS Office# W

Selling Agency C B Western
MLS Office# W

Listing Agent Name Sharon Barton
MLS Agent #
Phone #(office) (home)

Selling Agent Name Sharon Barton
MLS Agent #
Phone #(office) (home)

2. BUYER AND LEGAL DESCRIPTION:

Brent Funk & Chait Funk

(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 83336 legally described as: long legal attached

3. TOTAL PURCHASE PRICE:

thirty eight thousand three hundred DOLLARS
\$38,349.00 payable upon the following TERMS AND CONDITIONS (Not including closing costs): & forty min

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

\$ NA 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 or in acceptance by all parties and to be held by: ☐ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto, and _____ (Broker) shall hold the completely executed Broker's 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 "N/A"

C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVEN ☐ OTHER ☐ RD ☐ OTHER _____ FIRST LOAN of \$ _____ not including mortgage insurance

with interest not to exceed _____ % for a period of _____ (years) at: ☐ fixed ☐ other _____
BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s)

reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall complete loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of final acceptance of all loan documents, 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 guarantee. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the present 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 not 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 (BF) (Date 12-31-98) SELLER's Initials (SWC) (Date 12/31/98)

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

193

194 PROPERTY ADDRESS: 2786 B Rock CreekID#: 47219

195

196 **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
 197 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.
 198 SELLER agrees to pay a maximum of \$ lender/appraiser required repair costs.

199

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
200									
201					Appraisal Fee				Title Ins. Standard Coverage Owner's Policy
202					Closing Escrow Fee				Title Ins. Extended Coverage Lender's Policy
203					Attorney Contract/Document Preparation Fee/Cost				Title Ins. Extended Coverage Owner's Policy
204									
205					Loan Document Preparation				Septic Inspection
206					Flood Certification Fee				Septic Pumping
207					Flood Tracking Fee				Survey
208					Loan Assumption Fee				Well Inspection
209					Tax Service Fee				Appraisal Re-Inspection Fee
210									

211

212 **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
 213 which shall together constitute one and the same instrument.

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

217 **23. FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission
 218 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
 219 by signing an original document.

220

221 **24. DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
 222 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
 223 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
 224 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
 225 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,
 226 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically
 227 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy,
 228 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
 229 the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage
 230 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
 231 resolution of the matter.

232 If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned
 233 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
 234 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.

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

237 **26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

238

239 **27. CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to consummate
 240 this transaction. The closing date shall be no later than January 8, 1999

241 The parties agree that the "closing agency" for this transaction shall be Thomas Faller Title

242 If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

243 **28. POSSESSION:** BUYER shall be entitled to possession ☒ Upon closing or ☐ date time . "Closing" means the date
 244 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
 245 assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall
 246 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.

247

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

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

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254 R.E.21 EFFECTIVE DATE AUGUST 1, 1997

PROPERTY ADDRESS:

2786 B Rock CreekID#: 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 THE 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 or storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excluding ranges), 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, 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 that 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 the 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 67-8-101.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (DB) () 12-31-98 Date SELLER's Initials (DWB) () 12/31/98 Date

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PROPERTY ADDRESS:

2786 S 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 shall be returned to BUYER.

18. FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final inspection of the property approximately days 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 of 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 or 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 fall 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) () 12-31-98 Date SELLER's Initials (DWC) () 12/31/98 Date

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R.E.21 EFFECTIVE DATE AUGUST 1, 1997

236
237 PROPERTY ADDRESS: 2786 B Rock Creek ID#: 47219

238
239 29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or
240 contingencies which must be satisfied prior to closing: NA

241
242

243
244 30. REPRESENTATION CONFIRMATION:

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

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

247
248 Selling broker acted as a(n) NA for the BUYER.

249
250 In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'limited dual agent'):

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

252
253 Selling broker acted as a(n) NA for the SELLER.

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

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

260
261 32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

262 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

263 BUYER Signature Brent Funk BUYER'S Signature _____

264 BUYER (Print Name) BRENT FUNK BUYER (Print Name) _____

265 Date 12-31-98 Time _____ Phone # 453-5799 Date _____ Time _____ Phone # _____

266 Address 2786 B Rock Creek Road Address _____

267 City Hansen State Ida Zip 83334 City _____ State _____ Zip _____

268

269 33. SELLER'S SIGNATURES:
270 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 behalf
271 of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

272 ☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

273 ☐ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

274 SELLER Signature David W. Crockett SELLER Signature _____

275 SELLER (Print Name) DAVID W. CROCKETT SELLER (Print Name) _____

276 Date 12/31/98 Time 4:00 Phone # 423-4545 Date _____ Time _____ Phone # _____

277 Address 2678 Rock Creek Rd Address _____

278 City HANSEN State Id Zip 83334 City _____ State _____ Zip _____

279

280 34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:
281 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
282 this _____ day of _____, 19____.

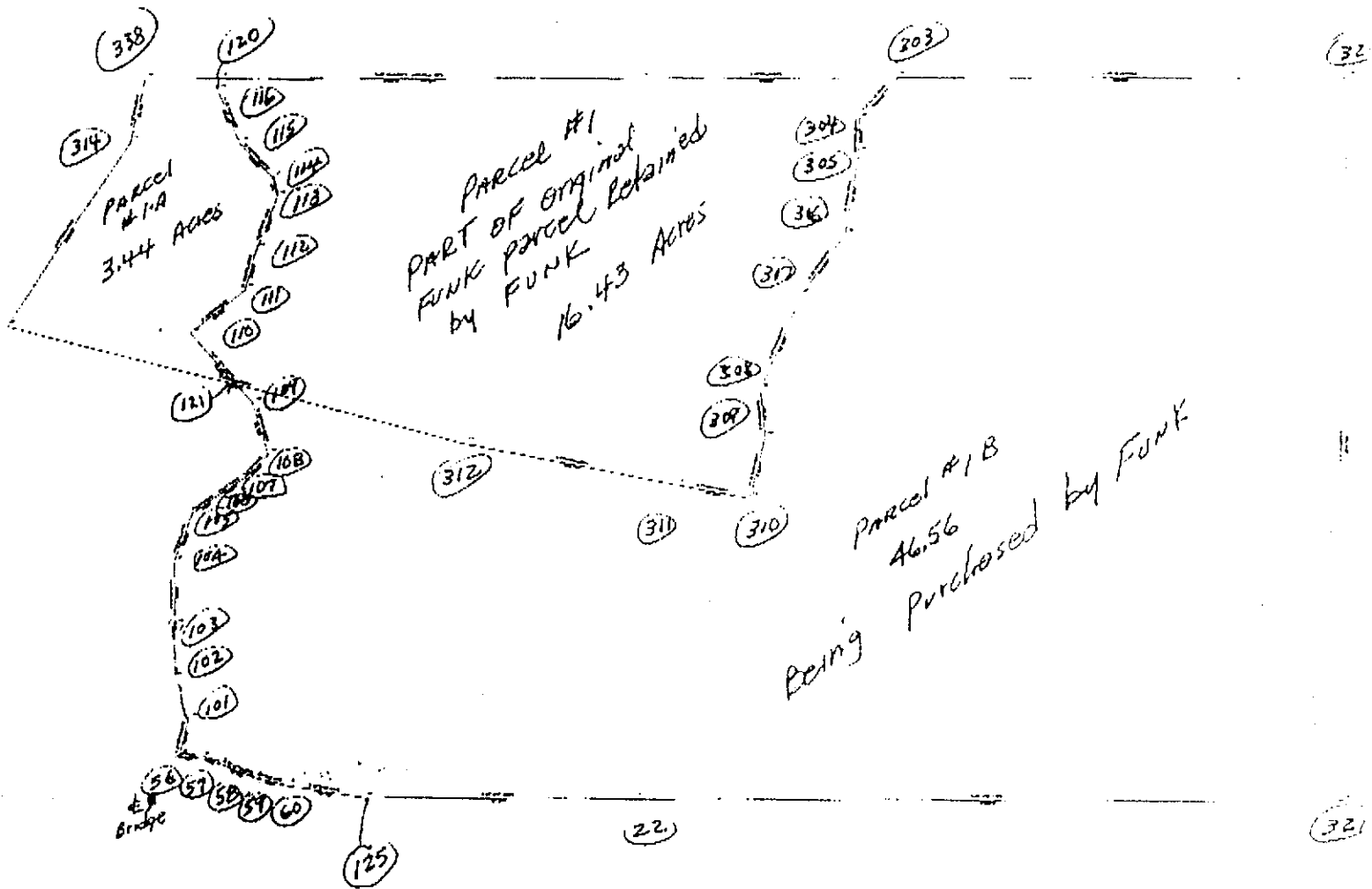
283 BUYER: _____ BUYER: _____

284
285 BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.

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290 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

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

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

Dear Mr. and Mrs. Funk:

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jeanie', written over a horizontal line.

Jeanie Robertson
Sr. Water Resource Agent

/jr
Enclosures:

Log for claim A47-00177E

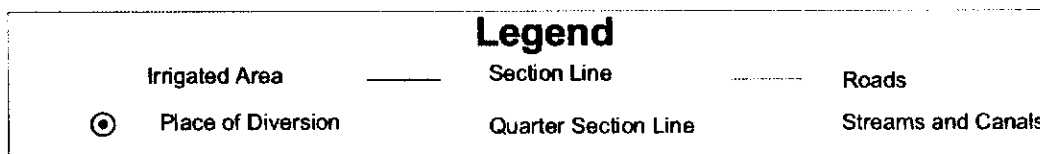
Spatial Dynamics BTD

10/18/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
12s18e	1	NWSW	28.3	38	Indiscernible
Totals:			28.3	38	

Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000

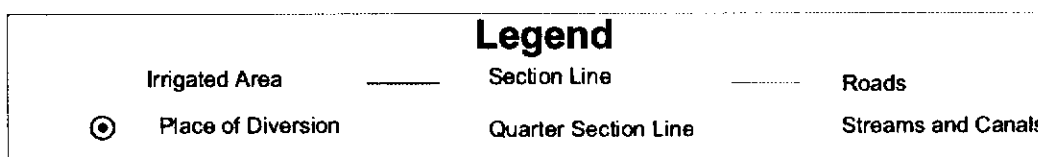


2000 0 2000 4000 Feet



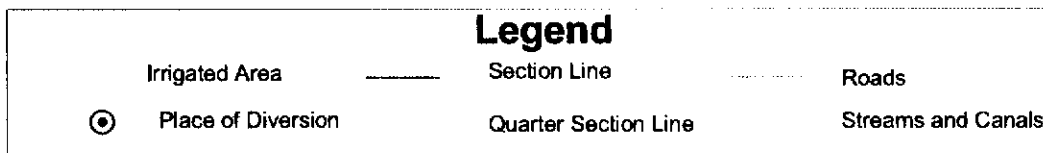
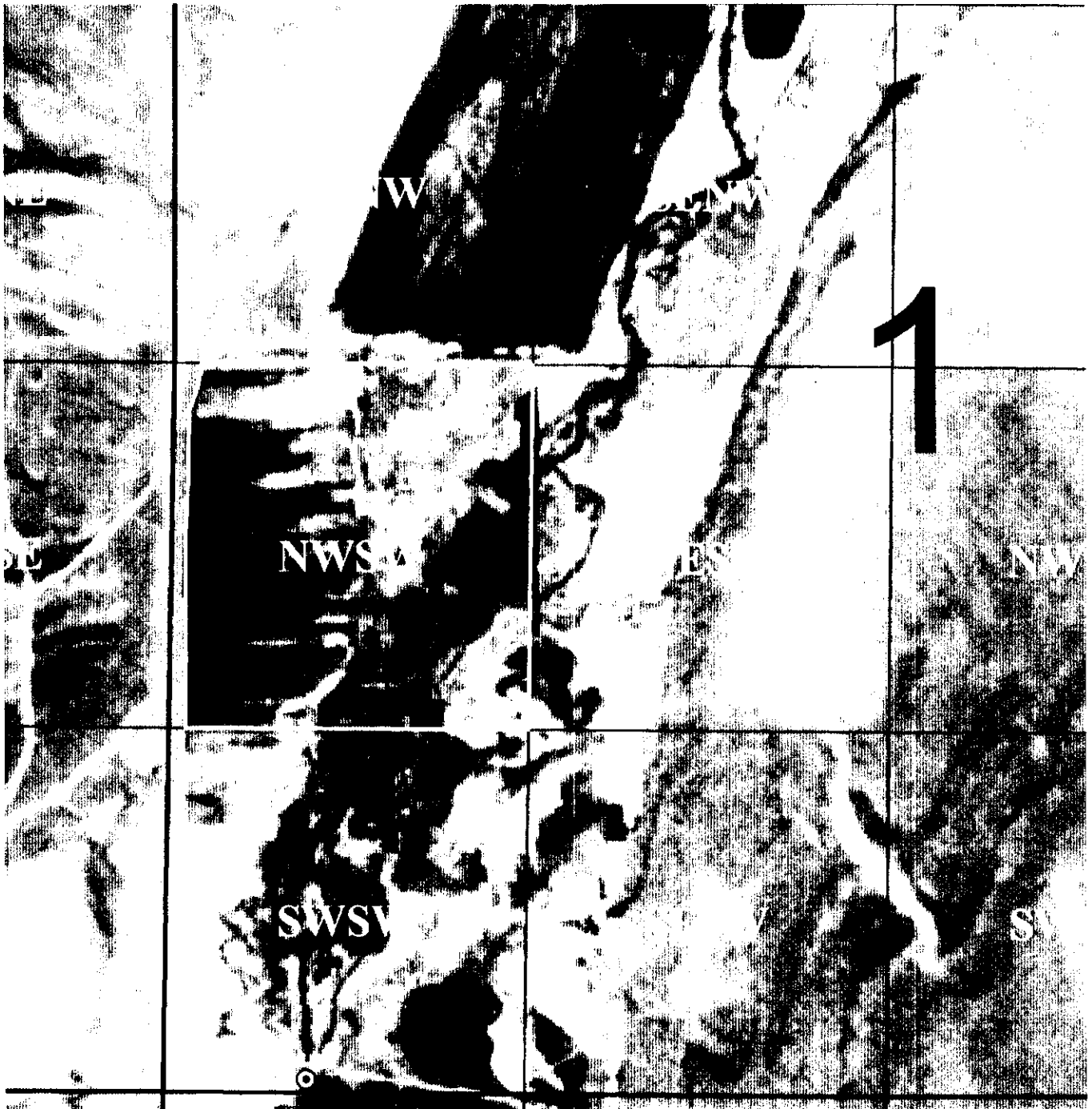
Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000



Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000

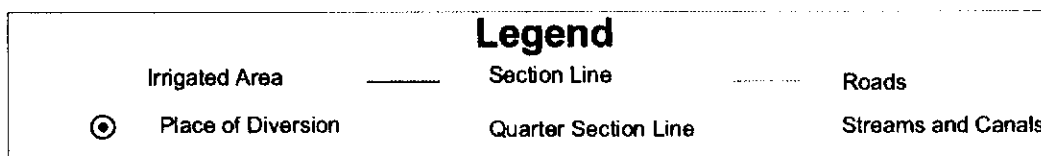
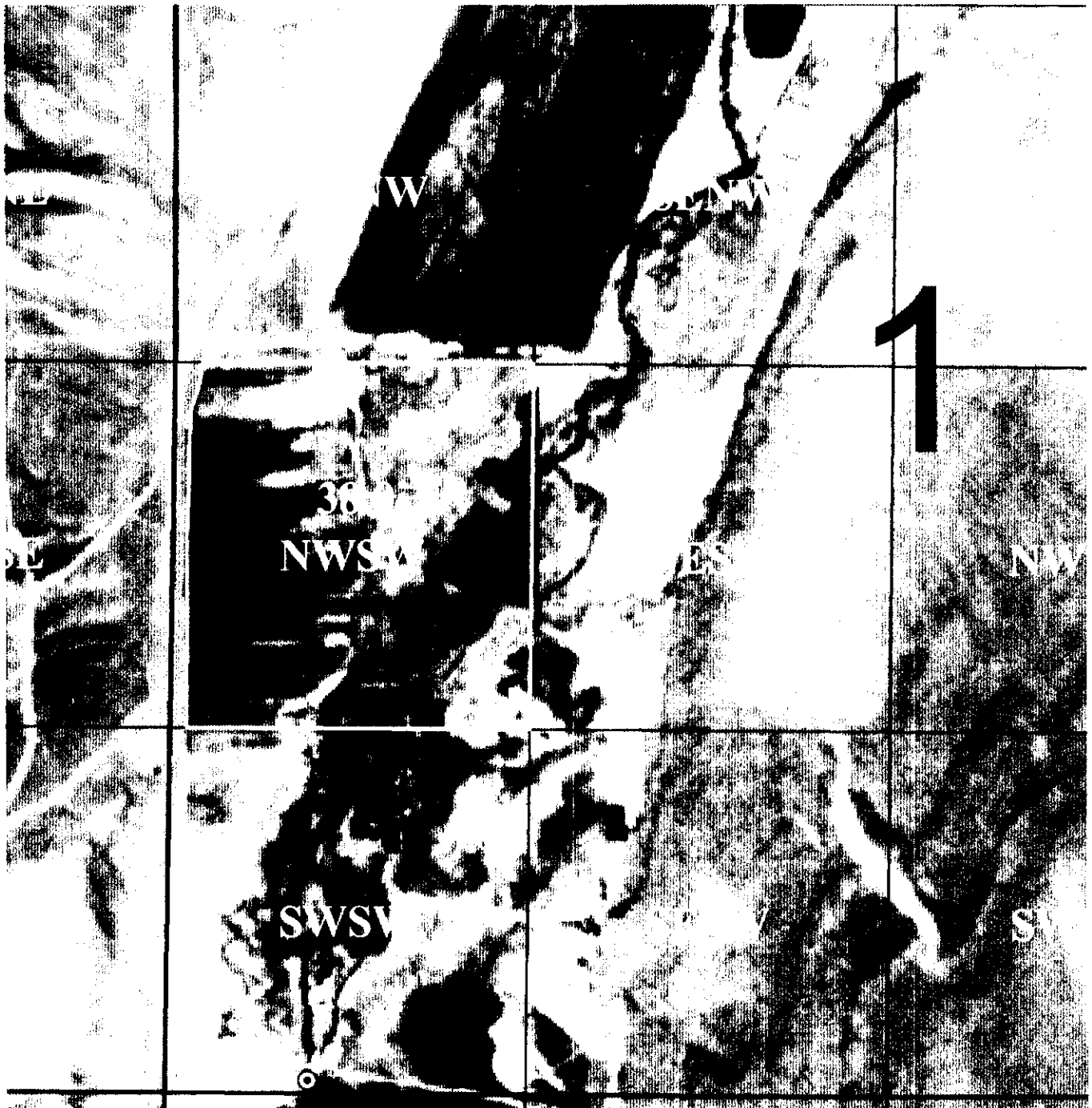


400 0 400 800 Feet



Water Right Claim Number A47-00177E
Township , 12S18E

10/18/2000



AJ5809NP
No. A47-00177E

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 145

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	EDWIN R SMITH	07/13/1907	IRRIGATION	04-01 10-31	0.255 CFS	
C	VALERIE A SMITH		STOCKWATER	01-01 12-31	0.050 CFS	
	3300 CORAN LANE					
	LAS VEGAS NV 89106					
				TOTAL DIVERSION:	0.255 CFS	

Water Source: ROCK CREEK

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion:	T12S R18E S01	SWSWSW	TWIN FALLS County
	S11	NESESE	TWIN FALLS County
	S12	SWSWSW	TWIN FALLS County
	S13	SWNWSW	TWIN FALLS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
12S	18E	1	:																	:	28.3
																				TOTAL ACRES	28.3

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
12S	18E	1	:																	:	

POU County: TWIN FALLS

Other Rights: A47-16640E

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

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

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

A47-00116A A47-00117 A47-00177 A47-00177A A47-16640 A47-16640A A47-16640E

Remarks: EXP THIS IS A PORTION OF A47-00177A WHICH WAS SPLIT AS THE RESULT
OF AN OWNERSHIP CHANGE OF PART OF THE RIGHT FROM THE ESTATE OF
MARIAN L CROCKETT TO EDWIN AND VALERIE SMITH. COPY OF PERSONAL
REPRESENTATIVES DEED SUBMITTED WITH FORM. 9/2/99 jr

AJ5809NP
No. A47-00177E

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 146

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Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number: 470	Field Inspection Flag:	
		Presumption Flag:	
Audit:	08/03/99 JROBERTS	09/02/99 JROBERTS	