

1992 AUG 20
MICROFILMED

1234
T.3N. 24.19 T.3N. B.M.
B.M. R.2E. 25.30 R.3E.

PLAT SHOWING

HENSON ACRES

IN THE

SW 1/4, NW 1/4, SEC. 30
T.3N., R.3E., B.M.

ADA COUNTY, IDAHO
1963

BRIGGS & ASSOCIATES
CONSULTING ENGINEERS
BOISE, IDAHO

BUILDING SETBACK LINES

FROM FRONT OF LOTS --- 35'
FROM SIDE OF LOTS --- 15'
FROM SIDE STREET --- 25'
FROM BACK OF LOTS --- 25'
as specified in Restrictive Covenants

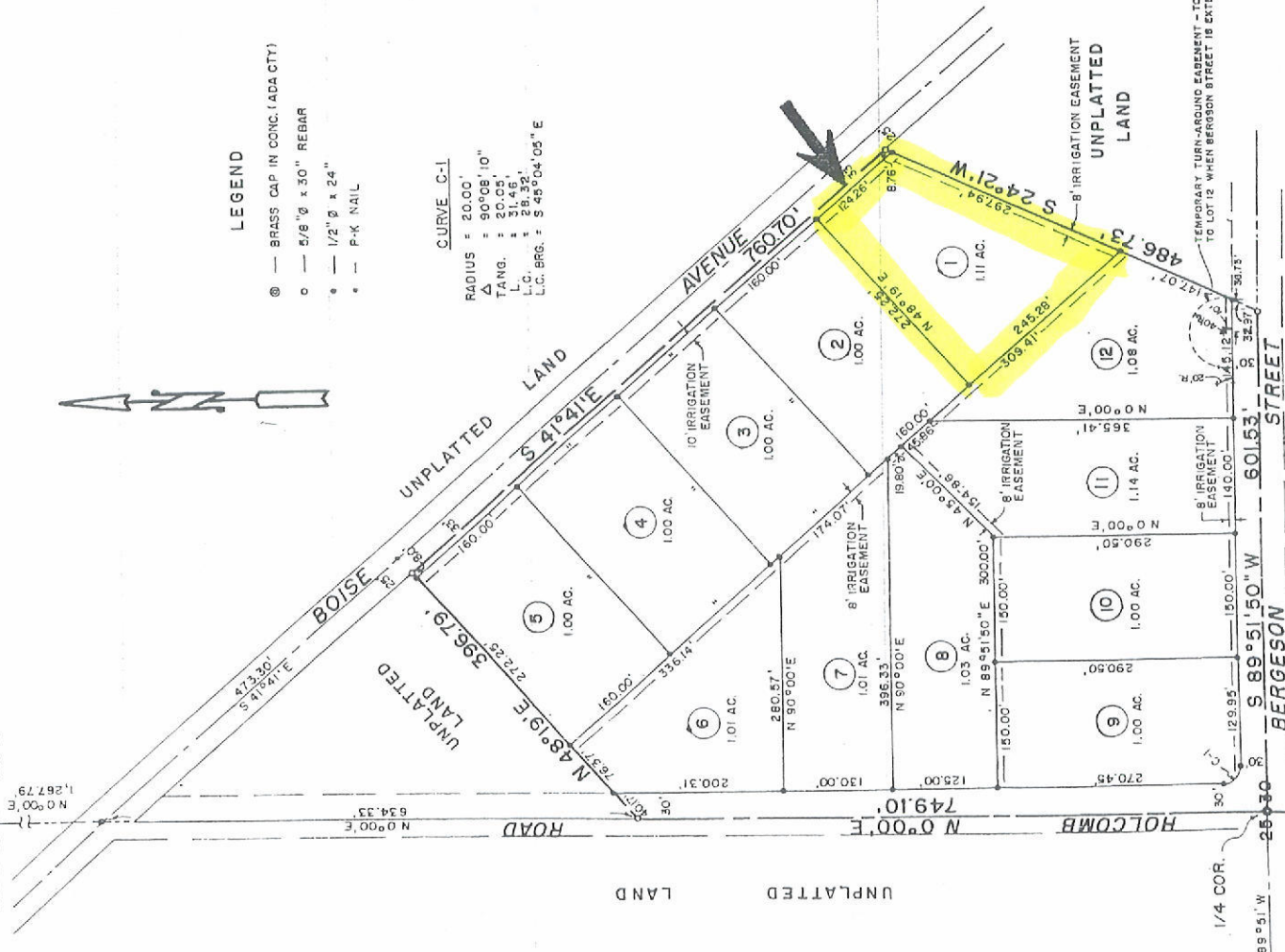
THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.

LEGEND

- ⊙ --- BRASS CAP IN CONC. (ADA CTY)
- --- 5/8" Ø x 30" REBAR
- --- 1/2" Ø x 24"
- --- P-K NAIL

CURVE C-1

RADIUS = 20.00'
Δ = 90°08'10"
TANG. = 20.05'
L.C. = 31.46'
L.C. BEG. = 245°04'05" E





POU location Map 2000 Photography



1320

0

1320 Feet



Point of Diversion



Property described by Deed submitted



Ada County Tax Lot Data

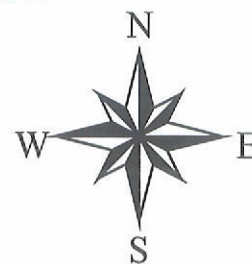


Quarter Quarter Lines



Section Lines

Total claimed Acres: N/A



Prepared by: C. Saxton
Date: March 2004

Idaho Department of Water Resources

Claim Number: 63-04511
Legal: T03N, R03E, S30
Reviewed By:

● Point of Diversion



Place of Use



Section Lines

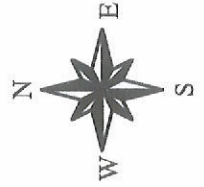


Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles



Idaho Department of Water Resources

Claim Number: 63-04511
Legal: T03N, R03E, S30
Reviewed By:

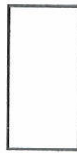
● Point of Diversion



Place of Use



Section Lines

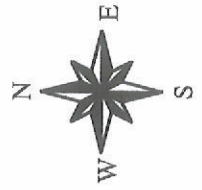


Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles



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: A63-04511
Date Received: 6/08/1989
Receipt No: W003147
Received By: lw

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT J. FARLEY 208-342-0935
Address: 2651 E. BOISE AVE.
BOISE, ID 83706

OR

Name: MARJORIE FARLEY 208-342-0935
Address: 2651 E. BOISE AVE.
BOISE, ID 83706

2. Date of Priority: MAY 18, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	03E	30	SW	NW			ADA

5. Description of diverting works:
63' DEEP, 6" CS, 3/4 HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		
IRRIGATION	04/01	11/01	0.030		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOME W/LAWN

A63-04511

Page 1

Date: 06/08/89

MICROFILMED

AUG 20 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	03E	30	SW	NW		DOMEST	
			SW	NW		IRR	1.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NEW YORK CANAL

14. Remarks:

DIV. RATE=25 GPM.

P/U LOT 1, HENSON ACRES.

WATER ALLOTMENT FROM THE NEW YORK CANAL IS NOT ALWAYS
SUFFICIENT TO COVER NEEDS.

THE ACRE ADDED HAS BEEN IRRIGATED FROM WELL SINCE PRIORITY.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: 1

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): Marjorie Farley Date: 6-8-89
Date: _____

State of Idaho)
County of ADA) SS.

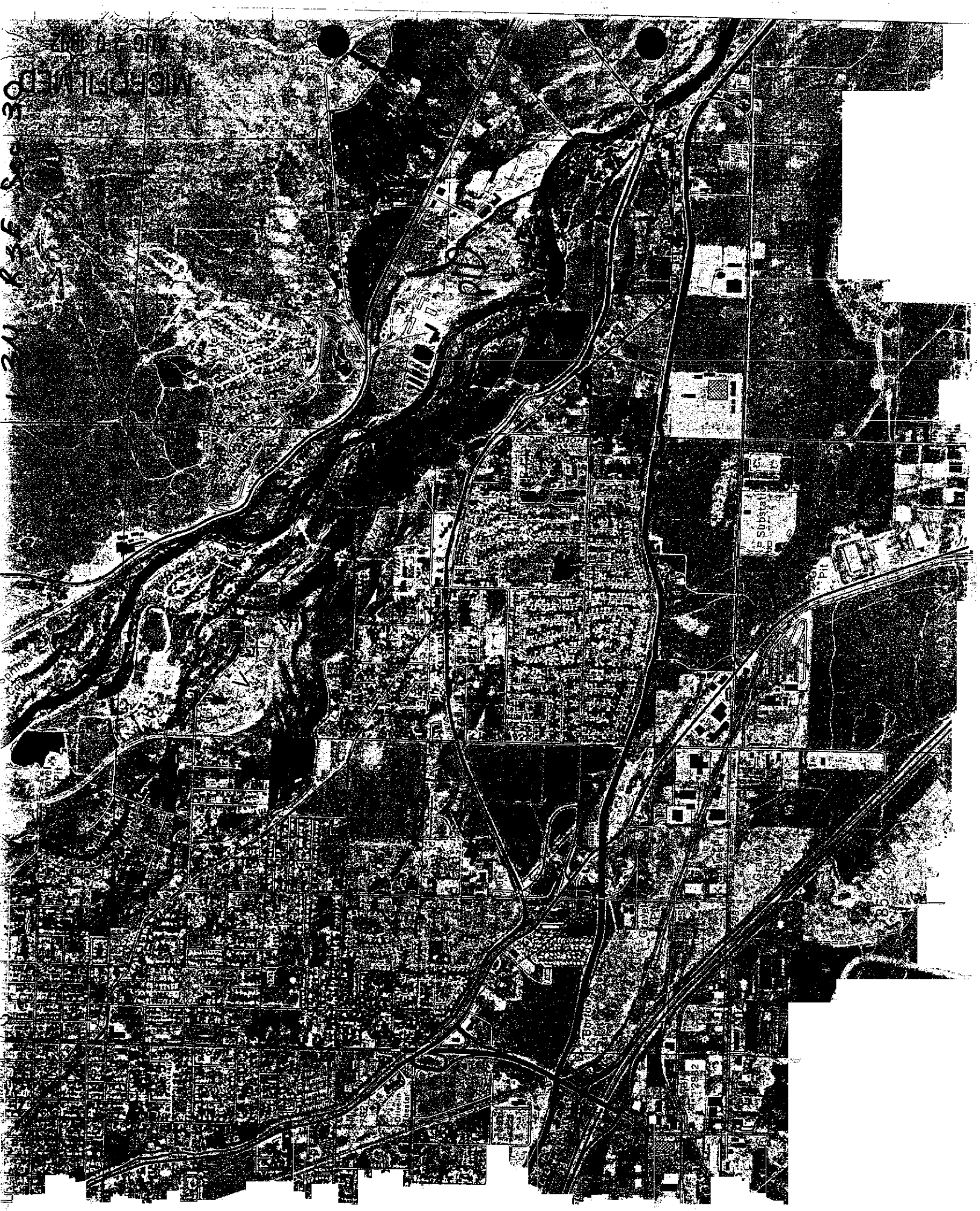
Subscribed and sworn (or affirmed) before me this 8 day

of June 19 89

Linda Werner
Notary Public

Seal

Linda A. Werner
Residing at _____ Residing at Boise, Idaho
My Commission Expires December 8, 1994



02/15/2006

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

RIGHT NUMBER: 63-4511

NAME AND ADDRESS: JOSE AGUILAR
2651 E BOISE AVE
BOISE ID 83706

ELS AGUILAR
2651 E BOISE AVE
BOISE ID 83706

~~MARJORIE FARLEY~~
~~ROBERT J FARLEY~~
~~8421 W ECHO FALLS LN~~
~~GARDEN CITY ID 83714 1728~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.060 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/18/1968

POINT OF DIVERSION:

T03N R03E S30 SWNW Lot 3 Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.060 CFS
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC Within ADA County

T03N R03E S30 Lot 3 SWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Parcel No: R3577000005

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

In Re SRBA

Case No. 39576

Water Rights: 63-4511

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

☐ Point of diversion ☐ Place of use

☐ Period of use ☐ Nature of use

☐ Split of water right ☐ Change in ownership

☐ Other

☐ IC § 42-219 license

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

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

DATED: February 17, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on February 17, 2006 I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

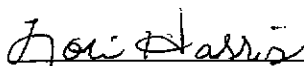
3. Copies to all parties to the subcase:

Jose Aguilar
Els Aguilar
2651 E Boise Ave.
Boise ID 83706

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Marjorie Farley
Robert Farley
8421 W. Echo Falls Ln.
Garden City ID 83714-1728

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JUN 28 2005

WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-4511					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$0.00 per phone call
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) FARLEY MARTORIE / ROBERT
2651 E. BOISE AV.
4. New Owner/Claimant(s) AQUILAR JOSE, AQUILAR ELS
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 2651 E. BOISE AV.
- City, State and ZIP Code BOISE ID 83706
- New Telephone Number (208) 336-3315
5. Date you acquired the property 6-18-04

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Sh Agir
(include title if applicable) _____

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

For Office Use Only

Received by _____ Date _____ Fee N/A
 Received by _____ Date _____ Receipt No. _____
 Processed by 271 AJ Date 2-15-06 WR _____ Date _____

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/18/04 03:45 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Alliance Title
AMOUNT 6.00

2



WARRANTY DEED

Order No.: AT-5000421259SL

FOR VALUE RECEIVED

Marjorie Farley Trust,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Jose A Aguilar and Els Aguilar, Husband and Wife,

whose current address is

2651 E. Boise Ave., Boise, ID, 83706,

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lot 1 of Henson Acres, according to the official plat thereof, on file and of record in the office of the County Recorder, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 18, 2004

Marjorie Farley Trust
Marjorie Farley Trust

State of Idaho

}
}ss
}

County of

On this _____ day of _____, 200____, before me, a Notary Public in and for said state, personally appeared _____ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Notary Public for the State of Idaho
Residing at:
Commission Expires:

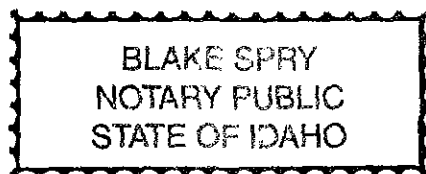
State of Idaho }
 } ss.
County of Ada }

On this 18th day of June, in the year 2004, before me, a Notary Public in and for said state, personally appeared Marjorie Farley known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Marjorie Farley Trust, and acknowledged to me that she executed the same as Trustee.

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



Notary Public for the State of Idaho
Residing at: Nampa, ID
Commission Expires: 06/25/05



17. **PROPERTY DISCLOSURE & LEAD PAINT STATEMENTS:** Buyer's signature herein constitutes Buyer's acknowledgment that Buyer has received the required Property Disclosure Statement and Lead Paint Statement (including the EPA brochure, "Protect Your Family From Lead in Your Home" if this home was built prior to 1978) at the time this contract was signed. Buyer understands that said Statements do not constitute warranties as to the property's condition. Buyer understands the contents of the Lead Warning Statement.

18. **INCLUDED ITEMS:** Unless excluded in Section 9 above, if now on or used in connection with the premises, this sale will include:

APPLIANCES:

Stove
Built-In Microwave Oven
Dishwasher
Garbage Disposal
Water Softener
Hot Tub

OTHER ITEMS:

Exterior Trees, Plants, or Shrubbery
(Except Potted Plants)
Garage Door Opener
Fuel Tanks (Buried or Attached)
Outbuildings and Sheds
Water Rights and Ditch Rights

FIXTURES:

Window Coverings (including Curtains, Blinds, Valences, Screens, & Awnings)
Carpet & Attached Floor Coverings
Plumbing & Bathroom Fixtures
Lighting, Fans, & Electrical Fixtures
Screen Doors & Storm Doors
Water Heater
Heating & Air Conditioning Systems
Attached Television Antenna or Satellite Dish Antenna
Wood Burning Stove
Attached Fireplace Equipment
Workbench in Garage or Outbuilding
Attached Sprinkler & Irrigation Systems

19. **EXCLUDED ITEMS:** Unless included in Section 8, above, this sale will not include the refrigerator, washing machine, clothes dryer, countertop microwave oven, unattached bookshelves, outdoor play equipment, or any interior or exterior potted plants.

20. **FHA / VA LOANS:** If Buyer is to obtain an FHA or VA loan under section 2 (a), above, it is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposit or otherwise unless Buyer has been given, in accordance with HUD / FHA or VA requirements, a written statement by 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 this 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 all items included in Sections 8 and 18 are of nominal value, less than \$100.

21. **CONTINGENCY CLAUSE:** If this contract is contingent upon certain specified conditions occurring, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller may give Buyer three (3) banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three (3) day period, this contract shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies, Buyer shall proceed to purchase the property under the remaining terms of this contract notwithstanding that the terms of the new offer may have been more or less favorable. Notice shall be considered given and the three (3) days shall commence on the earlier of either personal delivery or facsimile transmission of notice to the Buyer or two (2) days following the date of certified mailing evidenced by the date stamp on the Buyer's postal service receipt for the mailing. Notice shall expire at 11:59 p.m. on the third banking day after notice. All notices shall be sent to the addresses or fax numbers shown on the front page of this contract. **Any waiver of contingencies by the Buyer under this Section will be considered a waiver of all contingencies, including financing.**

22. **TITLE CONVEYANCE:** Title of Seller is to be conveyed to Buyer by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights of way, covenants, and easements established or of record. Any liens, encumbrances, or defects to be discharged by Seller may be paid out of the purchase money at the date of closing.

23. **TITLE INSURANCE:** The Seller shall, within a reasonable time after closing, furnish to the 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 specified in Section 22, above. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title of said premises. Buyer shall have five (5) days from the receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. It is agreed that, if the title to said premises is not marketable, or cannot be made so within thirty (30) days after Buyer's notice containing a written statement of defects is delivered to the Seller, or if the Seller fails to consummate the same as herein agreed, the entire earnest money shall be returned to the Buyer. The cost of the foregoing title insurance shall be paid in accordance with the provisions of Section 7, above.

24. **EXTENDED COVERAGE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against the premises for the payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at the time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home is completed and yet may not become of public record until after the purchase is completed. It is recommended that Buyer talk to a title insurance company about what it offers in the way of extended coverage title insurance. In particular, it is recommended that Buyer purchase extended coverage insurance if the premises have been built or remodeled within the last 90 days.

25. **INSPECTION OF PROPERTY:** Buyer hereby acknowledges that Buyer has made an independent examination and inspection of the above described real property and all improvements thereon, is fully aware of the condition of the same, and is not relying on any representation made by Seller as to the condition of said property other than any representations specifically set forth in this contract. Buyer accepts the property in its present condition and waives all claims against Seller based upon the condition of the property. Buyer understands that the attached Property Disclosure Statement is not a warranty or representation as to the condition of the property.

26. **RISK OF LOSS:** Prior to the closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this contract shall be voidable at the option of the Buyer. As of the close of escrow, all risk of loss shall pass to the Buyer.

27. **DEFAULT AND ATTORNEY'S FEES:** If all conditions of this contract are met and Buyer neglects or refuses to comply with the terms or any conditions of sale on or before the closing date, or any extensions thereof agreed to in writing between the parties, the earnest money shall be forfeited and Buyer's interest in the premises shall be immediately terminated. All costs of title insurance, escrow fees, attorney's fees, and other expenses directly incurred in connection with this transaction for which Buyer agreed to be responsible and which are or have been incurred shall be paid by Buyer in full. Forfeiture and acceptance by Seller of the earnest money shall not constitute an election of remedy or a waiver of other remedies available to Seller by law. In the event of any default by either party, the prevailing party in any resulting legal action shall be entitled to recover reasonable attorneys fees and costs in addition to any other relief which may be granted.

28. **AGREEMENT BINDING:** This contract shall be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives, successors, and assigns of the respective parties hereto.

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

30. **AMENDMENTS:** This contract may not be amended, modified, altered, or changed except by a further agreement in writing signed by the Buyer and Seller.

31. **ENTIRE AGREEMENT OF THE PARTIES:** This contract constitutes the whole agreement between the parties and each of the parties certify that the terms of this contract, including all attachments hereto, are true to the best of his or her knowledge. Any other agreements entered into previously by any of these parties in connection with this transaction are superseded by this contract. No warranties, agreements, covenants, or representations not expressly set forth herein shall be binding upon either party.

PROPERTY-BY-OWNER REAL ESTATE PURCHASE CONTRACT

SELLER NAME(S), ADDRESS, & TELEPHONE NOS.:

MARJORIE E. FARLEY
2651 E. BOISE AVENUE
BOISE, IDAHO 83706
Home: 342-0935 Fax: 342-0935
Office: NONE Office: NONE
Cell: 447-9930 Cell: NONE

BUYER NAME(S), ADDRESS, & TELEPHONE NOS.:

JOSE A. & ELS AGUILAR
885 E. PENNSYLVANIA DRIVE
BOISE, IDAHO 83706
Home: 336-3315 Fax: 336-1590
Office: NONE Office: 388-3309
Cell: NONE Cell: NONE

Address of Property to be Sold: 2651 E. BOISE AVENUE, BOISE, IDAHO

Legal Description of Property to be Sold: LOT 1 OF HENSON ACRES SUBDIVISION, ADA COUNTY, IDAHO

BUYER and SELLER agree to the purchase and sale of the foregoing property on the following terms and conditions:

- PURCHASE PRICE Shall be TWO HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED Dollars (\$ 288,500.00).
- FINANCING: This contract is contingent upon Buyer qualifying for an: ☐ FHA ☐ VA ☐ IHA ☒ Conventional loan. Buyer shall apply for the required loan within three (3) banking days after this contract is entered and shall make Buyer's best efforts to procure the same. Buyer shall provide Seller with a conditional letter of loan approval within five (5) banking days after this contract is entered.
- EARNEST MONEY: Buyer hereby deposits with ALLIANCE TITLE & ESCROW earnest money in the amount of \$ \$5,000.00. The earnest money check shall immediately be cashed by the holder unless other arrangements are made in writing. Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event any of the conditions or contingencies specified in this contract cannot be met.
- TITLE INSURANCE & DESIGNATED CLOSING AGENT: ALLIANCE & TITLE & ESCROW shall handle the escrow and provide the title insurance for this sale and BLAKE SPRY shall serve as the closing agent.
- CLOSING: The closing date shall be no later than JUNE 18, 2004. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale. Any extension of the closing date must be in writing.
- POSSESSION: Buyer shall be entitled to possession on 3 DAYS AFTER CLOSING. Taxes, water and irrigation assessments, rents, interest, homeowners association dues, and obligations assumed, if any, shall be prorated as of the closing date. Buyer shall pay for the cost of any homeowners' association transfer fee.
- CLOSING COSTS:
 - LOAN COSTS: Buyer shall pay all points, loan origination fees, funding, loan review, application review, administration, underwriting, and/or processing fees, tax and insurance impounds, and other loan costs which may be necessary to obtain Buyer's financing. Loan related costs and expenses shall not be regarded as Escrow Closing Costs unless listed in subsection 7(b), below
 - ESCROW CLOSING COSTS: Buyer and Seller agree to divide the escrow closing costs as follows:

	Buyer	Seller	Share	N / A		Buyer	Seller	Share	N / A
Appraisal and Reappraisal Fees	☐	☐	☒	☐	Recording Fees	☐	☐	☒	☐
Title Company Closing Agent's Fee	☐	☐	☒	☐	Reconveyance Fees	☐	☐	☐	☒
Owner's Title Insurance Policy	☐	☐	☒	☐	Lender's Tax Service Fee	☐	☐	☐	☒
Lender's Title Insurance Policy	☐	☐	☒	☐	Lender's Flood Certificate	☐	☐	☒	☐
Lender Contract & Doc. Preparation Fees	☐	☐	☐	☒	Well Inspection Fees	☐	☐	☐	☒
Lender Required Repairs	☐	☒	☐	☐	Septic Pump & Inspection Fees ..	☐	☐	☐	☒
Cost of Lender Required Repairs shall not exceed \$ <u>100</u>					All Other Closing Costs	☐	☐	☒	☐

- APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN THE SALE (in addition to those listed in Section 18 on the back side of this contract): RIDING LAWN MOWER; YARD SWING;
- ITEMS SPECIFICALLY EXCLUDED FROM THE SALE (In addition to those listed in Section 19 on the back side of this contract): DRAPES IN MASTER AND GUEST BEDROOMS; VALANCE IN GUEST BEDROOM; PLANT STARTS; VICE ON WORKBENCH;
- INSPECTION CONTINGENCY: The parties agree that this contract is contingent upon Buyers' satisfaction with an inspection report on the premises. The inspection shall be obtained and paid for by the Buyers within five (5) days after the signing of this contract. Buyers must notify Sellers in writing of any unacceptable conditions within two (2) days after the inspection is completed. If Sellers notify the Buyers of any unacceptable conditions, Sellers shall inform the Buyers in writing within two (2) days thereafter whether they will correct or repair the unacceptable conditions. If the Sellers shall decline to correct or repair the noted conditions, the Buyers shall then inform the Sellers in writing within two (2) days thereafter whether they elect to cancel this agreement. Unless the Buyers give Sellers written notice of disapproved items within seven (7) days of the signing of this contract, this contingency shall be deemed satisfied.
- HOME BUYERS PROTECTION PLAN: This sale shall include a one (1) year home warranty from First American Home Buyers Protection (contact: Lori Apodaca at [208] 761-1666). The cost of the warranty shall be paid at closing by Seller.
- ACCEPTANCE: This contract must be signed by all parties no later than APRIL 30, 2004, in order to be binding.
- TIME IS OF THE ESSENCE IN THIS CONTRACT.
- THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS ON THE NEXT PAGE OF THIS CONTRACT.
- DATE: This contract was prepared on: APRIL 30, 2004.

16. SIGNATURES:

Marjorie E. Farley
SELLER

Jose A. Aguilar
BUYER
Els Aguilar
BUYER

PROPERTY-BY-OWNER SELLER PROPERTY DISCLOSURE & LEAD PAINT STATEMENTS

Seller's Last Name: MARJORIE E. FARLEY

Buyer's Last Name: JOSE A. & ELS AGUILAR

Address of Property: 2651 E. BOISE AVENUE, BOISE, IDAHO

PROPERTY DISCLOSURE STATEMENT

Sections 55-2501, et. seq., of the **Idaho Code** require Sellers of residential real property to complete a property condition disclosure form. This is a statement of the conditions and information concerning the property which are known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific areas related to the construction or condition of the improvements upon the property. Other than having lived at or owned the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential Buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This Statement is not a warranty or representation of any kind by the Seller or by any agent representing any Seller in this Transaction.** It is not a substitute for any inspections. Buyer is encouraged to obtain his or her own professional inspections. Notwithstanding that the transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, **Idaho Code**, Sellers of such newly constructed residential real property shall disclose information regarding annexation and city services by answering question 1, below.

1. Is the property located within city limits? YES. If not, please indicate whether:
 - (a) The property is located in an area of city impact, adjacent or contiguous to a city limits, and thus subject to annexation by the city ? _____.
 - (b) Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city ? _____.
 - (c) Does the property have a written consent to annex recorded in the county recorder's office, making it subject to annexation by the city ? _____.
2. All appliances and service systems included in the sale (such as refrigerator, freezer, range, oven, dishwasher, garbage disposal, hood fan, central vacuum system, microwave oven, trash compactor, smoke detectors, TV antenna, satellite dish, fireplace, wood stove, water heater, garage door opener, pool, hot tub, etc.) are functioning properly except: (please list and explain) NONE
3. Specify any known problems with the following:
 - (a) Basement Water: NONE
 - (b) Foundation: NONE
 - (c) Roof: Age 5 Years. Condition: SATISFACTORY
 - (d) Well (Type): NOT APPLICABLE Problems: _____
 - (e) Septic System (Type): NOT APPLICABLE Problems: _____
 - (f) Plumbing: NONE
 - (g) Drainage: NONE
 - (h) Heating and Air Conditioning: NONE
 - (i) Electrical: NONE
4. Describe any conditions that may affect your ability to clear the title to the property (such as encroachments, easements, zoning violations, lot line disputes, etc.): NONE
5. Are you aware of any hazardous materials stored or dumped on the property or any pest infestations on the property ? NO
6. Are you aware of the presence of any lead-based paint or any lead-based paint hazards on the property ? NO
7. Are you aware of any lead hazard evaluation which is available to you for the property (if so, please provide copy to Buyer) ? NO
8. Have any substantial additions or alterations been made to the property without a building permit ? NO
9. Besides those listed above, are there any other adverse conditions or problems that you know of concerning the property (including legal, physical, or other problems) ? NO

LEAD WARNING STATEMENT

Every purchaser of an interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller below. The Seller is familiar with the residential real property and each act performed in making a disclosure of an item or information is made and performed in good faith.

The Buyer acknowledges the receipt of a copy of this Statement at the time the Real Estate Purchase Contract is signed. Buyer hereby waives the right to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

DATE: APRIL 30, 2004

Marjorie E. Farley
SELLER

[Signature]
BUYER
[Signature]
BUYER

BM. T.3N. 24.19 T.3N. B.M.
R.2E. 25.30 R.3E.

Old Resting & Covenants
670412 200.20
48' 664' 110'

PLAT SHOWING

HENSON ACRES

IN THE

SW 1/4, NW 1/4, SEC. 30
T.3N., R.3E., B.M.

Plat con. agreement
525317 June 2
49' 200' 110'

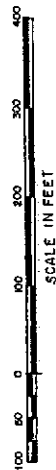
ADA COUNTY, IDAHO
1963

LEGEND

- — BRASS CAP IN CONC. (ADA CTY)
- — 5/8" Ø x 30" REBAR
- 1/2" Ø x 24"
- P-K NAIL

CURVE C-1

RADIUS = 90.00'
Δ = 90°08'10"
TANG. = 20.03'
L.C. = 31.48'
L.C. BEG. = 28.51'
L.C. BEG. = 54°04'05" E

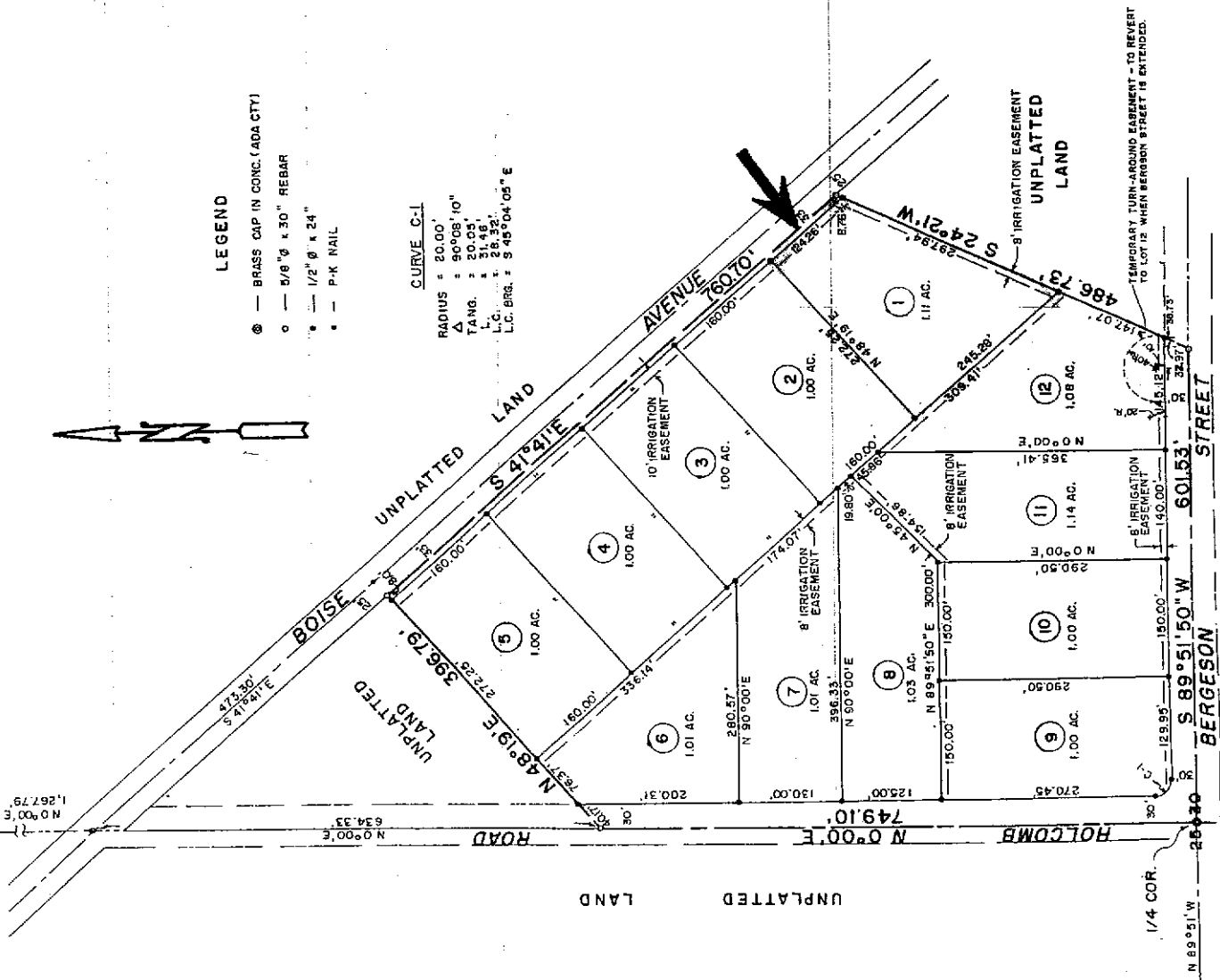


BRIGGS & ASSOCIATES
CONSULTING ENGINEERS
BOISE, IDAHO

BUILDING SETBACK LINES

FROM FRONT OF LOTS — 35'
FROM SIDE OF LOTS — 15'
FROM SIDE STREET — 25'
FROM BACK OF LOTS — 25'
as specified in Restrictive Covenants

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.



05/31/2005 RECEIVED
JUN 28 2005
WATER RESOURCES
WESTERN REGION

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 15, 2005

Water right number: 63-4511

MARJORIE FARLEY
2651 E BOISE AVE
BOISE ID 83706
Telephone Number: (208)342-0935

ROBERT J FARLEY
2651 E BOISE AVE
BOISE ID 83706

NEW OWNERS: JOSE and/or ELS AGUILAR
2651 E. Boise AV.
Boise ID 83706
(208) 336-3315

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 6-23-05 SIGNATURE: ELS Aguil
Please print your name: ELS AGUILAR

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

63-4511

RECEIVED

JUN 13 2005

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

RETURN TO SENDER

U.S.P.S. Form 3547

fee due 70¢

US POSTAL SERVICE
PS FORM 3547

FARLEY 837062021 1604 03 06/08/05
FORM 3547

FARLEY ECHO FALLS LN
8421 W
GARDEN CITY ID 83714-1728

ROBERT J FARLEY

MARJORIE FARLEY
2651 E 8000 AVE
BOISE ID 83706

03/24/2004

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-4511

NAME AND ADDRESS: MARJORIE FARLEY
2651 E BOISE AVE
BOISE ID 83706

ROBERT J FARLEY
2651 E BOISE AVE
BOISE ID 83706

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.060 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/18/1968

POINT OF DIVERSION:

T03N R03E S30 SWNW Lot 3 Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

01/01 12/31

0.060 CFS

Domestic use is for 1 home.

PLACE OF USE: DOMESTIC Within ADA County

T03N R03E S30 Lot 3 SWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

Parcel No: R3577000005

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-4511 V1

WATER RIGHT NUMBER: 63-4511 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MARJORIE FARLEY 2651 E BOISE AVE BOISE, ID 83706 (208)342-0935
Current Owner	ROBERT J FARLEY 2651 E BOISE AVE BOISE, ID 83706 (208)342-0935

Priority Date: 05/18/1968

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
---------------	------------------

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.060 CFS	
	<u>Total Diversion:</u>	0.060 CFS	

Location of Point(s) of Diversion

GROUND WATER	L3 (SW1/4NW1/4)	Sec. 30, Twp 03N, Rge 03E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	03E	30							X										
									L 3										

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
3. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.
4. X01 Domestic use is for 1 home.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-4511 V1

1. Explanatory Parcel No: R3577000005

Comments:

1. csaxton 3/24/2004 Recommendation

Comment: Priority date claimed is in violation of the mandatory permit statute. I found the well log for the claimed POD and it confirmed that the well was drilled in 1968. Based on the evidence of the well log, there is no point in asking the claimant to provide additional evidence to support an earlier priority date. I am recommending the Domestic portion of the claim and dropping the irrigation.

Dates and Other Information:

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

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	3/24/2004 10:43:00 AM	csaxton			Active
Summary			03/24/2004	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	3/24/2004 10:45:02 AM	csaxton	Edited point location
Summary	3/24/2004 10:56:57 AM	csaxton	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-4511 V1

Contacts	3/24/2004 10:43:00 AM	csaxton	(No) 1. Do you want to schedule an appointment?
			Comment for 1: Desktop Review
POD	3/24/2004 10:45:56 AM	csaxton	Edited PLS
POU	3/24/2004 10:46:59 AM	csaxton	Edited shape boundary
POU	3/24/2004 10:47:15 AM	csaxton	Edited PLS



POU location Map 2000 Photography



1320

0

1320 Feet



Point of Diversion



Property described by Deed submitted



Ada County Tax Lot Data

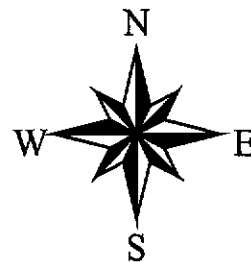


Quarter Quarter Lines



Section Lines

Total claimed Acres: N/A



Prepared by: C. Saxton
Date: March 2004

11-6-03 : Priority is in Violation of the mandatory permit statute.

3-24-04: Well log Confirms it was drilled in 1968.
Can only Rec as Domestic.

: Domestic = 1 home

: Parcel # = R 3577000005

ReceiptID	Amount	BasinNumber	SequenceNum	SplitSuffix	Type
W003147	51.00	63	4511		Claim

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID #: 63-04511 Date: 4-3-01

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	3N	3E	30							1										1
GIS										1										1
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 1

Overlapping POU Claim #'s:

Total GIS Acres: 1

COMMENTS:

per county data

REPORT OF WELL DRILLER
State of Idaho

State law requires that this report shall be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

WELL OWNER:
Name Robert Farley
Address 2165 Boise Ave.
Boise, Idaho
Owner's Permit No. _____
NATURE OF WORK (check): Replacement well ☐
New well ☒ Deepened ☐ Abandoned ☐
Water is to be used for: Domestic
METHOD OF CONSTRUCTION: Rotary ☐ Cable ☒
Dug ☐ Other _____ (explain)

CASING SCHEDULE: Threaded ☐ Welded ☒
6 "Diam. from 0 ft. to 60 ft.
"Diam. from _____ ft. to _____ ft.
"Diam. from _____ ft. to _____ ft.
"Diam. from _____ ft. to _____ ft.
Thickness of casing: 250 Material:
Steel ☒ concrete ☐ wood ☐ other ☐

(explain)
PERFORATED? Yes ☐ No ☒ Type of
perforator used: _____

Size of perforations: _____ " by _____ "
perforations from _____ ft. to _____ ft.
perforations from _____ ft. to _____ ft.
perforations from _____ ft. to _____ ft.
perforations from _____ ft. to _____ ft.

WAS SCREEN INSTALLED? Yes ☐ No ☒

Manufacturer's name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.

CONSTRUCTION: Well gravel packed? Yes ☐
No. ☒ size of gravel _____ Gravel
placed from _____ ft. to _____ ft. Surface seal
provided? Yes ☐ No ☐ To what depth?
_____ ft. Material used in seal: Bentonite

Did any strata contain unusable water? Yes ☐
No. ☒ Type of water: _____
Depth of strata _____ ft. Method of sealing
strata off: _____

Surface casing used? Yes ☐ No. ☒
Cemented in place? Yes ☐ No ☐

Locate well in section

Sec. _____

LOCATION OF WELL: County Ada 3
SW 1/4 NE 1/4 1/4 Sec. 36 T. 3 N. 1/2 R. 5 E. 1/4

Use other side for additional remarks

Size of drilled hole: 6 Total
depth of well: 60 ft Standing water
level below ground: 20 ft Temp.
Fahr. _____ Test delivery: 1500 g
or _____ cfs Pump? ☐ Bail ☐

Size of pump and motor used to make test
Air Compressor

Length of time of test 2 Hrs. _____ Mi
Drawdown: _____ ft. Artesian pressure: ft
above land surface _____ Give flow _____ cfs
or _____ gpm. Shutoff pressure: _____

Controlled by: Valve ☐ Cap ☐ Plug ☐
No control ☐ Does well leak around cas
Yes ☐ No ☒

DEPTH MATERIAL 36562 WA
FROM TO YES
FEET FEET

0	4	Brown Clay
4	50	Cement Gravel
50	60	Gravel

Work started: May 13-68
Work finished: May 17-68
Well Driller's Statement: This well was
drilled under my supervision and this re
is true to the best of my knowledge.
Name: Rep. J. Engelman
Address: 1309 Rand-Boise
Signed by: Rep. Engelman
License No. 47 Date: June 18-

105

Idaho Department of Water Resources

Claim Number: 63-04511
Legal: T03N, R03E, S30
Reviewed By:

⊙ Point of Diversion

Place of Use

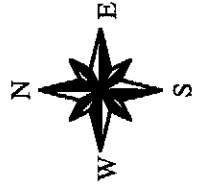
Section Lines

Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles



Idaho Department of Water Resources

Claim Number: 63-04511

Legal: T03N, R03E, S30

Reviewed By:

☉ Point of Diversion

Place of Use

Section Lines

Quarter Quarter Lines

1987 Napp Photo



0 0.25 0.5 Miles

