

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: A35-02072
Date Received: 4/10/1989
Receipt No: E006779
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EST.OF JOHN NEUMAN
Address: C/O ALAN FUNK
2065 S 2800 W
ABERDEEN ID 83210

OR

Name: SAM NEUMAN
Address: ABERDEEN ID 83210

2. Date of Priority: MAR 17, 1947

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	31E	17	SW		NW		BINGHAM

5. Description of diverting works:
WELL AND PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.200		

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

8. Total consumptive use is 228.0 Acre Feet Per Annum

9. Non-irrigation uses:
NONE



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DEC 09 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	31E	17	SW	NW	IRR	36.0
			SE	NW	IRR	40.0
Section Acres						76.0
Total Acres						76.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
ABERDEEN-SPRINGFIELD CANAL SHARES

14. Remarks:

15. Basis of Claim: LICENSE

Water Right Number: 20062

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):  Date: 3/18/92

Date: _____

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State of Idaho)
County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 18th day
of March 19 92 Pam A. W. Hork
Notary Public

Seal

Residing at Arden, Idaho
My Commission Expires 2/12/96

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DEC 09 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

MARCH 17, 1992

RECEIVED

MAR 19 1992

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

FLOWING WELLS RANCH
C/O ALAN FUNK
2065 S 2800 W
ABERDEEN ID 83210

Department of Water Resources
Eastern District Office

RE: ABERDEEN-SPRINGFIELD CANAL DOUBLE FILING FOR
A35-02072

RE: A35-02072, A35-10501, AND A35-10502/MISSING NOTICES

Dear Mr. Funk:

Pursuant to our conversation on March 17, 1992 regarding three Notices of Claim that you filed on and paid for on Receipt #E006779, I am returning to you printed Notices that must be signed, notarized, and returned to this office promptly. After we receive the notarized Notices, we can process them and also determine the amount owed you regarding the Aberdeen-Springfield Canal.

Please check the name and address on each Notice and make any corrections that are necessary. Please initial any changes you may make.

I regret the inconvenience this may cause you, but do appreciate your cooperation.

If you have any questions regarding the Notices, please do not hesitate to call 525-7161.

Respectfully submitted,

Gregory J. Taylor
Water Right Agent, Adjudications

GT:jt

Enclosure

File: TIC

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REFUND REQUEST

SUBMITTED TO AUDITOR
ON 7-6-92

RECEIVED

TO: S. Frazee to Log In
FOR: J. Carlson/D. Shaff/D. Allen
FROM: Ernie Carlsen

RE: Payor FLOWING WELLS RANCH, ~~ALAN FUNK~~ JUL 08 1992

RECEIVED

Address 2065 S 2800 W
ABERDEEN ID 83210. Department of Water Resources
Eastern District Office

MAR 25 1992

Claimant if NOT Payor ESTATE OF JOHN NEUMAN C/O ~~ALAN FUNK~~ ~~ALAN NEUMAN~~

Department of Water Resources

Refund Amount \$ 75⁰⁰ Claim Location E
Extension Filed? Y/N NA Copy Attached? Y/N NA
Late Fees Paid? Y/N NA On Receipt # _____
S.O. Verified Ext. by _____ on _____
Refund Generated By () Agent (X) Claimant telecon
Refund Category Double payment of variable fee.
Date of Last Correspondence (copy attached) 3-23-92

Claim No.	Use	Fees Paid	Correct Fee	Rec't #
<u>A35-02072</u>	<u>01</u>	\$ <u>126⁰⁰</u>	<u>51</u>	<u>E006779</u>
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____

Detailed Reason(s) for Refund Attached Y/N _____

Region Adj. Supervisor Approval EMC John Carlson Approval _____
Don Shaff Approval 6-25-92 Hold _____ To Fiscal 6-25-92
Not Refunded as of _____ Logged 3-25-92
Data Base Modified? Y/N NA By af Date 3-25-92

Claimant paid assessment to Aberdeen Springfield Canal Company for land served by canal and then also paid the variable fee for the P.O.U. on A35-02072.
Subsequently the Canal Company paid the variable fee for the P.O.U. on A01-0002370 and A01-0002371 under receipt E014259. Comparison of the P.O.U. on these claims reveals an overlap of 75 acers.
The claimant is therefore requesting a refund of \$ 75⁰⁰ paid under receipt E006779.

> EMC not ltr.

MICROFILMED

DEC 09 1992

05/01/91

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE				NW				SE				SW				NE				NW				SE				SUM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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overlap
75 ac.

MICROFILMED
DEC 09 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

DATE: *March 23, 1992*

*FLOWING WELLS RANCH
C/O ALAN FUNK
2065 S 2800 W
ABERDEEN, ID 83210*

RE: REFUND

Dear *Alan*;

This office has initiated a Refund Request for the double payment of fees in the Snake River Basin Adjudication (SRBA).

Comparison of the land list on your Notice(s) with the lands listed on claims submitted by Aberdeen-Springfield Canal Company revealed an overlap of the following:

75 acres on A35-02072

Therefore, the Refund Request is for \$*75⁰⁰*, paid under receipt *E8006779*. A check for this amount should be mailed from Boise in the near future.

Naturally, if you have any questions, feel free to contact this office (525-7161).

Respectfully submitted,

Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

EC:jt

cc: Aberdeen-Springfield Canal Company

File: To Claim

MICROFILMED
DEC 09 1992

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

RECEIVED

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) A 35-02072
Adjudication Claim Number(s) _____

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

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

3. Name and Address of Former Owner/Claimant(s) Sam Neuman, Estate of John Neuman

Interest - Raymond & Betty L. Funk

4. New Owner/Claimant(s) Interest - Partnership of Betty L. Funk, Loretta E. Zook & J. Ray Neuman

Name connector (Check one): [] AND, [] OR, [] AND/OR

New Mailing Address 3066 S 2950 W, Aberdeen ID

City, State and ZIP Code Aberdeen, ID 83210

New Telephone Number (208) 377-4506

5. Date you acquired the property 5 share - 3.5 FT TAY Note 3-31-91 - note complete 1-1-94 - (Betty L. Funk, Loretta E. Zook, Ray Neuman)

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.
5 share purchase from Marie Neuman Note dated 4-10-95

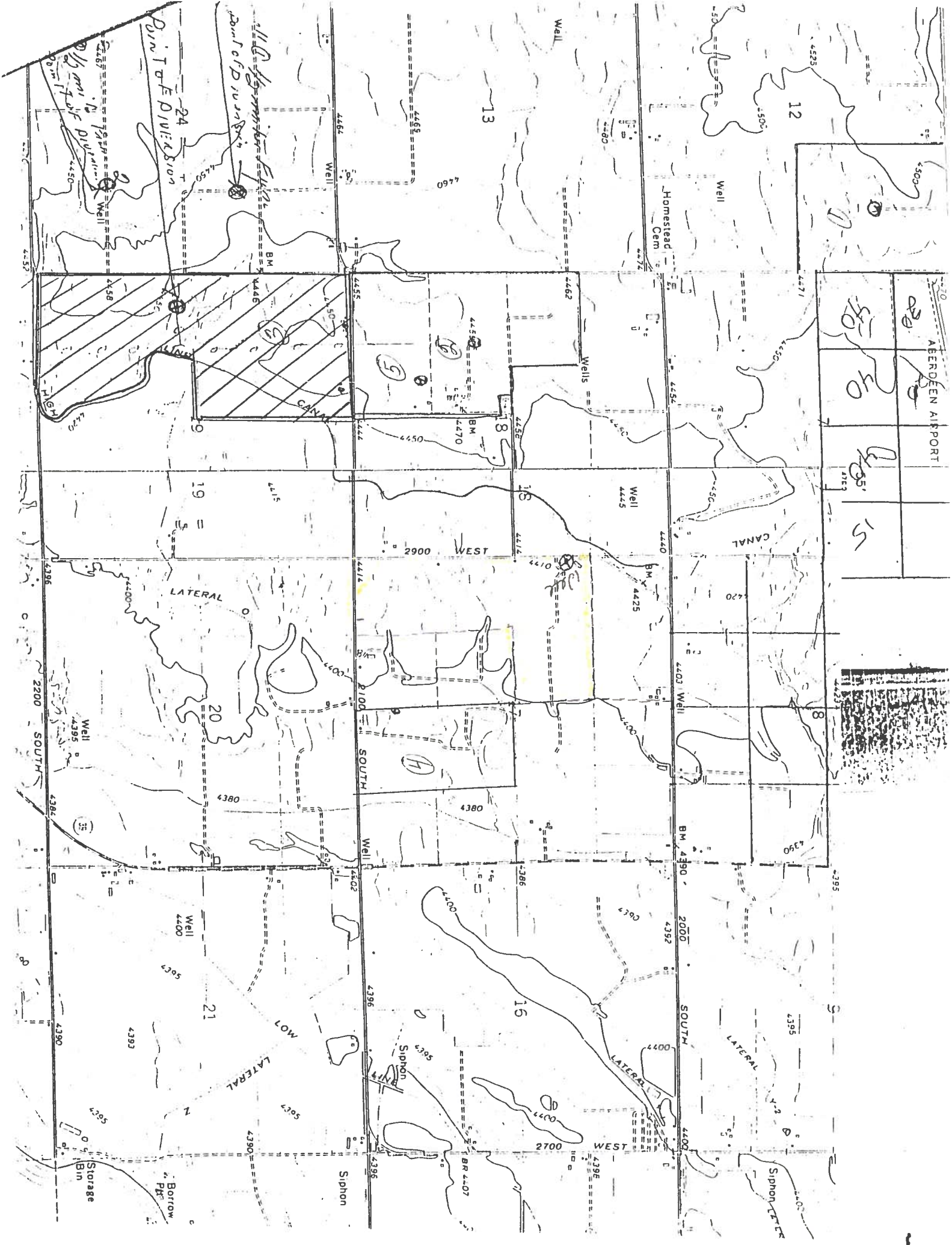
Number of acres actually irrigated _____ Number and type of stock _____

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

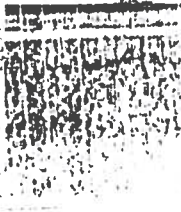
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Betty L. Funk Date 10-22-96
Betty L. Funk Date 10-22-96

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



ABERDEEN AIRPORT	
20	25
10	15
10	15



WARRANTY DEED

For Value Received Sam Neuman and Ella Neuman, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto Betty L. Funk,
Loretta E. Zook and Raymond Neuman, as tenants in common,

whose current address is Route 1, Box 77, Aberdeen, Idaho 83210

the grantee, the following described premises, in Bingham County Idaho, to wit:

South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section
17, Township 6 South, Range 31 E.B.M., less Tract A
and Tract B attached:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that he the owner in fee simple of said premises; that they are free
from all incumbrances

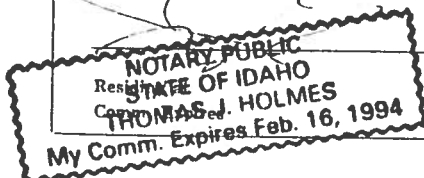
and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: Jan 11, 1991.

Sam Neuman
Ella Neuman by Betty Funk her attorney-in-fact
Sam Neuman
Ella Neuman, by Betty Funk
her attorney-in-fact

STATE OF IDAHO, COUNTY OF Blaine
On this 11 day of Jan, 1991,
before me, a notary public in and for said State, personally
appeared

Sam Neuman and his wife Ella
Neuman, by Betty L. Funk, her
attorney-in-fact,
known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that she executed the same.



Notary Public
, Idaho

RECEIVED

OCT 28 1996

Department of Water Resources
Eastern District Office

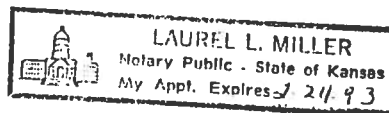
STATE OF KANSAS)
 :SS
County of Harvey)

On this 15th day of January, 1991, before me, the undersigned Notary Public, in and for said State, personally appeared Sam Neuman, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(seal)

Laurel L. Miller
NOTARY PUBLIC-STATE OF KANSAS
Commission Expires: 2-24-93



Tract A:

All that certain parcel of land, situate, lying and being in the County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, T. 6 S., R. 31 E.B.M., in Bingham County, Idaho, described as:

Beginning at a point on the West Line of Section 17, T. 6 S., R. 31 E.B.M., which point bears S 0°15'E a distance of 2.0 ft. from the West Quarter Corner of said Section 17; (and which point of beginning lies 34.0' South and 58.5 ft. West of the Southwest Corner of a dwelling; and which same point is approximately coincident with Old Highway No. 39, State Aid Project No. 134-E, Station 1007+50); and running thence N 89°40'E a distance of 184.2 ft.; thence N 0°44'W a distance of 122.9 ft.; thence N 89°32'W a distance of 183.1 ft. to a point on the West Line of said Section 17; thence S 0°15'E a distance of 125.5 ft., more or less, along the West Line of said Section 17 to the point of beginning; this tract containing an area of 0.524 acres, more or less. A/k/a Tax 5326.

Tract B:

All that certain parcel of land, situate, lying and being in the County of Bingham, State of Idaho, bounded and particularly described as follows, to-wit:

A portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, T. 6 S., R. 31 E.B.M., in Bingham County, Idaho, described as follows:

Beginning at a point on the West Line of Section 17, T. 6 S., R. 31 E.B.M., which point bears N. 0°15'W a distance of 732.7 ft. from the West Quarter Corner of said Section 17; (and which point of beginning lies 53.0 ft. South and 89.0 ft. West of the Southwest Corner of a dwelling; and which same point is approximately coincident with Old Highway No. 39, State Aid Project No. 134-E, Station 1000+15.3); and running thence N 89°03'E a distance of 248.8 ft.; thence N 01°02'E a distance of 50.0 ft. to a point which lies 6.1 ft. East and 12.3 ft. North of the Northeast Corner of a chicken barn; thence N 88°28'W a distance of 37.2 ft.; thence N 06°09'W a distance of 57.7 ft.; thence S 86°24'W a distance of 11.7 ft.; thence N 0°18'W a distance of 116.1 ft. to a fence line; thence N 89°21'W a distance of 105.1 ft. along a fence line thence S 01°37'W a distance of 117.1 ft. along an intersecting fence line; thence N 89°50'W a distance of 86.1 ft. to

a point on the West line of said Section 17; thence
0°15'E a distance of 112.3 ft., more or less, along the
West Line of said Section 17 to the point of beginning;
this tract containing an area of 0.864 acres more or
less. A/k/a Tax 5328.

395531

1200 85

1991 JUN 23 AM 11:28
Jones, Christine
J. R. H. & R.
405 W. Whisman
Poc. 83204

390019

WARRANTY DEED

RECEIVED

For Value Received

Sam Neuman and Ella Neuman, husband and wife,

OCT 28 1996

the grantors do hereby grant, bargain, sell and convey unto Betty L. Funk, Loc. 10, Department of Water Resources
E. Zook and Raymond Neuman, as tenants in common Bureau District Office

whose current address is 2066 S, 2950 W., Aberdeen, Idaho 83210

the grantees, the following described premises, in Bingham County Idaho, to wit:

Grantors' undivided one-half (1/2) interest in the following property:

The West half of the Southwest quarter of Section 17
in Township 6 South of Range 31 EBM, in Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 14, 1990.

Sam Neuman
Sam Neuman
Ella Neuman
Ella Neuman

STATE OF IDAHO, COUNTY OF Bannock
On this 14 day of May, 1990,
before me, a notary public in and for said State, personally
appeared

Sam Neuman and Ella Neuman,
husband and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Residing at
Comm. Expires

NOTARY PUBLIC

STATE OF IDAHO
THOMAS J. HOLMES

My Comm. Expires Feb. 16, 1994

390019

RECORDED AT THE REQUEST OF
JONES, Christensen
Jorgensen, Robison
P180x967 Rec. 83204

1990 MAY 18 AM 9:46

RECORDED AT THE REQUEST OF
JONES, Christensen
Jorgensen, Robison
P180x967 Rec. 83204

Furnished by the AMERICAN LAND TITLE CO.

ASSIGNMENT

Sam Neuman and Ella Neuman, husband and wife, do by this instrument assign to Betty L. Funk, Loretta E. Zook and Raymond Neuman, as tenants in common, their grantors undivided one-half (½) interest in the lease with Alan Funk as tenant, whereby Alan Funk leases the property described on the attached Exhibit "A".

This Assignment shall include the existing lease and any future extensions or new leases with Alan Funk for rental of the same property.

DATED this 14 day of May, 1990.

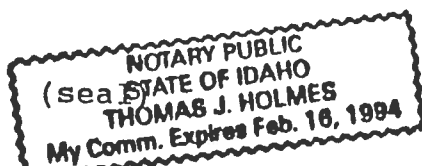
Sam Neuman
Sam Neuman

Ella Neuman
Ella Neuman

STATE OF IDAHO)
 :SS
County of Bannock)

On this 14 day of May, 1990, before me, the undersigned Notary Public, in and for said State, personally appeared Sam Neuman and Ella Neuman, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



NOTARY PUBLIC - STATE OF IDAHO
Commission Expires: _____

original in safe

**SCHEDULE A**

1. Commitment Date: **March 20, 1995, at 9:00 a.m.**
2. Policy or Policies to be issued: Policy Amount

[X] (a) Owner's Standard Policy \$119,000.00
Form 1402-92 (10/17/92)
Proposed Insured: **RAYMOND FUNK and BETTY L. FUNK**
3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by **MARIE A. NEUMAN, a widow, an undivided 1/2 interest.**
4. The Land referred to in this Commitment is described as follows:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho
Section 17: ~~S1/4NW1/4; W1/4SW1/4~~ **EXCEPTING THEREFROM:** Beginning at a point on the W. line of Section 17, which point bears N. 0°15' W. a distance of 722.70 feet from the W1/4 corner of said Section 17, the true point of beginning; thence N. 89°03' E. a distance of 331.20 feet; thence N. 0°15' W. a distance of 232.50 feet; thence N. 89°21' W. a distance of 328.50 feet more or less to the W. line of Section 17; thence S. 0°15' E. a distance of 239.40 feet to the true point of beginning.
AND FURTHER EXCEPTING THEREFROM: Beginning at a point on the W. line of Section 17, Township 6 South, Range 31 E.B.M., which point bears S. 0°15' E. a distance of 2.0 feet, from the W1/4 corner of said Section 17; (and which point of beginning lies 34.0' S. and 58.5 feet W. of the SW corner of a dwelling; and which same point is approximately coincident with Old Highway No. 39, State Aid Project No. 134-E, Station 1007+50); and running thence N. 89°40' E. a distance of 184.2 feet; thence N. 0°44' W. a distance of 122.9 feet; thence N. 89°32' W. a distance of 183.1 feet to a point on the W. line of said Section 17; thence S. 0°15' E. a distance of 125.5 feet, more or less, along the W. line of said Section 17 to the point of beginning.

RECEIVED

NOTE

OCT 24 1996

Department of Water Resources
Eastern Region
10

\$ 69,000.00 ABERDEEN

, Idaho, April

I/We promise to pay to the order of MARIE A. NEUMAN, A WIDOW, AN UNDIVIDED 1/2 INTEREST

at ABERDEEN

, Idaho, SIXTY-NINE THOUSAND DOLLARS AND NO/100

DOLLARS,

payable in lawful money of the United States of America, with interest thereon in like money, from and after
APRIL 10, 1995

until paid, at the rate of SEVEN

(7.0000%) per cent per annum. Principal and Interest to be paid as follows:

PAYABLE IN INSTALLMENTS OF \$26,292.59 PER YEAR, WITH THE FIRST SUCH PAYMENT DUE
ON THE 15TH DAY OF MARCH, 1996, AND CONTINUING TO BE PAID ON THE 15TH DAY OF
MARCH, 1997 AND ON MARCH 15, 1998 THE ENTIRE THEN REMAINING PRINCIPAL BALANCE
AND ALL ACCRUED INTEREST SHALL BE PAID IN FULL.

ALL PAYMENTS, INCLUDING PARTIAL PREPAYMENTS, SHALL BE APPLIED FIRST TO ACCRUED
INTEREST AND THEN TO THE PRINCIPAL BALANCE.

THE MAKER SHALL HAVE THE RIGHT TO PREPAY THIS NOTE IN WHOLE OR IN PART WITHOUT
PENALTY.

THIS NOTE IS SECURED BY A MORTGAGE OF EVEN DATE ENCUMBERING THE PREMISES
DESCRIBED AS:

SEE ATTACHED LONG LEGAL DESCRIPTION

I/We agree that in case of default in the payment of any said installments or any amount due hereunder, such unpaid
amount shall bear interest from the date of such maturity until paid at the interest rate set forth herein, and that if any
one of said installments or interest due hereon is not paid within ten (10) days after the same becomes due and payable,
the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall
forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to
enforce payment of this note, I/We agree to pay such sums as the court may affix as attorney's fees. The maker s
and endorser _____ hercon jointly and severally waive presentment for payment, demand, protest and notice of protest
of non-payment of this note.


RAYMOND FUNK


BETTY L. FUNK

Pioneer Title Company

of

Bannock County

135 North Arthur
POCATELLO, IDAHO 83204
Telephone (208) 233-9595

NOTE

\$ 69,000.00 ABERDEEN ,Idaho, April 10 , 1995

I/We promise to pay to the order of MARIE A. NEUMAN, A WIDOW, AN UNDIVIDED 1/2 INTEREST

at ABERDEEN ,Idaho, SIXTY-NINE THOUSAND DOLLARS AND NO/100

payable in lawful money of the United States of America, with interest thereon in like money, from and after
APRIL 10, 1995 until paid, at the rate of SEVEN DOLLARS,

(7.0000%) per cent per annum. Principal and Interest to be paid as follows:
PAYABLE IN INSTALLMENTS OF \$26,292.59 PER YEAR, WITH THE FIRST SUCH PAYMENT DUE
ON THE 15TH DAY OF MARCH, 1996, AND CONTINUING TO BE PAID ON THE 15TH DAY OF
MARCH, 1997 AND ON MARCH 15, 1998 THE ENTIRE THEN REMAINING PRINCIPAL BALANCE
AND ALL ACCRUED INTEREST SHALL BE PAID IN FULL.

ALL PAYMENTS, INCLUDING PARTIAL PREPAYMENTS, SHALL BE APPLIED FIRST TO ACCRUED
INTEREST AND THEN TO THE PRINCIPAL BALANCE.

THE MAKER SHALL HAVE THE RIGHT TO PREPAY THIS NOTE IN WHOLE OR IN PART WITHOUT
PENALTY.

THIS NOTE IS SECURED BY A MORTGAGE OF EVEN DATE ENCUMBERING THE PREMISES
DESCRIBED AS:

SEE ATTACHED LONG LEGAL DESCRIPTION

"As this copy is acknowledged to be a true and correct
reproduction of the original document, the original is
hereby approved as to form and content and further
approved for use by Pioneer Title Company in closing
Escrow No. 46532."

X Marie A. Neuman

I/We agree that in case of default in the payment of any said installments or any amount due hereunder, such unpaid
amount shall bear interest from the date of such maturity until paid at the interest rate set forth herein, and that if any
one of said installments or interest due hereon is not paid within ten (10) days after the same becomes due and payable,
the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall
forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to
enforce payment of this note, I/We agree to pay such sums as the court may affix as attorney's fees. The maker s
and endorser _____ hereon jointly and severally waive presentment for payment, demand, protest and notice of protest
of non-payment of this note.

RAYMOND FUNK

BETTY L. FUNK

Pioneer Title Company

of

Bannock County

135 North Arthur
POCATELLO, IDAHO 83204
Telephone (208) 233-9595

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: **A35-02072**
Date Received: 4/10/1989
Receipt No: E006779
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name:	RAYMOND FUNK	208-397-4506
Address:	2066 S 2950 W	
	ABERDEEN ID	83210
OR		
Name:	BETTY L FUNK	208-397-4506
Address:	2066 S 2950 W	
	ABERDEEN ID	83210
OR		
Name:	LORETTA E ZOOK	208-397-4506
Address:	2066 S 2950 W	
	ABERDEEN ID	83210
OR		
Name:	RAYMOND NEUMAN	208-397-4506
Address:	2066 S 2950 W	
	ABERDEEN ID	83210

2. Date of Priority: MAR 17, 1947

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	31E	17		SW	NW		BINGHAM

5. Description of diverting works:
WELL AND PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.200		

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

8. Total consumptive use is 228.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	31E	17	SW	NW		IRR	36.0
			SE	NW		IRR	40.0
						Section Acres	76.0
						Total Acres	76.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
ABERDEEN-SPRINGFIELD CANAL SHARES

14. Remarks:
CHANGED OWNERSHIP 10/30/96/EC/JT

15. Basis of Claim: LICENSE

Water Right Number: 20062



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

OCTOBER 30, 1996

RAYMOND FUNK ET AL
2066 S 2950 W
ABERDEEN ID 83210

RE: CHANGE IN OWNERSHIP FOR A35-02072

Dear Mr. Funk:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

1/24/96

COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent Ernest Carlsen

DATE: October 18, 1996 10:27am

CUSTOMER: MARIE NEUMAN

SUBJECT: *CHANGE OF WATER RIGHT OWNERSHIP*

phone call (X) walk-in ()

While researching a Change of Water Right Ownership (NOC) submitted by Raymond Funk on 18 October, 1996, for license 35-08791, I determined the property in question also had an SRBA notice, A35-02072, appurtenant to 80 acres of the 160 acres covered by the license. Yet there is no mention of A35-02072 on the NOC. Furthermore A35-02072 is in the name of Sam Neuman and Estate of John Neuman. Neither of these two gentlemen is listed on the license.

Marie told me she inherited John Neuman's (deceased husband) half interest in the property and water rights. And Loretta Zook, Raymond Neuman, and Betty Funk held Sam Neuman's (father) half.

According to Marie, the NOC submitted by Raymond and Betty Funk is for all of her half interest in both land and water rights. The NOC will be adequated to update the WR Data Base for license 35-08791 (which is not subject to the SRBA). However it can not be used to change the AJ Data Base because the current owners are not the claimants on A35-02072. We will have to send a new NOC out for signature.

(WATER RIGHT NUMBERS THAT BEGIN WITH AN 'A' ARE ADJUDICATION CLAIMS)
 QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT AVERAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

[illegible]

AJ5809NP
No. A35-02072

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/18/96
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SAM NEUMAN ABERDEEN ID 83210	03/17/1947	IRRIGATION	04-01 11-01	1.20 CFS	
					TOTAL DIVERSION:	1.20 CFS
C	ESTOF JOHN NEUMAN C/O ALAN FUNK 2065 S 2800 W ABERDEEN ID 83210			CONSUMPTIVE USE:		228.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T06S R31E S17

SWNW

BINGHAM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE													
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:						
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM			
								:					:					:					:					:	
06S 31E 17 :								:	36 40 :								:					:					:	76.D	
								:					:					:					:	TOTAL ACRES				:	76.D

POU County: BINGHAM

Non-Irrigation Uses: NONE

Other Rights: ABERDEEN-SPRINGFIELD CANAL SHARES

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 04/10/89 JONES 03/17/92 THOMPSON 03/30/95 POST-STD

November 20, 1998

NOTICE OF ERROR
REPLY

RECEIVED
DEC 16 1998

Department of Water Resources
Eastern Region

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: December 18, 1998

Water right number: 35-02072

RAYMOND FUNK
BETTY L FUNK
2066 S 2950 W
ABERDEEN ID 83210

Daytime Telephone Number: 208-939-3232

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

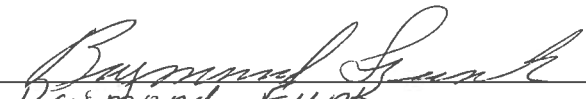
2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12-5-98 SIGNATURE:

Please print your name:


Raymond Funk

November 20, 1998

**NOTICE OF ERROR
REPLY**

RECEIVED
DEC 16 1998
Department of Water Resources
Eastern Region

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: December 18, 1998

Water right number: 35-02072

LORETTA E ZOOK
RAYMOND NEUMAN
2066 S 2950 W
ABERDEEN ID 83210

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation (with which you disagree is a 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:

WRONG
SIGNATURE.

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12-10-98 SIGNATURE: Betty L. Funk
Please print your name: Betty L. Funk

A



STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Raymond Funk, et al

Water Right(s): 35-02072



500 0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000 Feet

LEGEND



Point of Diversion

SESE

Place of Use



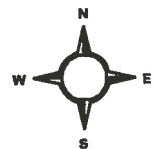
Section Line



Quarter-section line

**Legal Description: T.6S., R.31E.
Sec. 17 S2NW**

**Point(s) of Diversion: T.6S., R.31E.,
Sec. 17 NWSNW**



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: October 1998

DATE: 10/21/98
PAGE: 1

Stage: LICENSE

BINGHAM County

76.0
76.0

Audit: 10/21/98 ARUBERRY



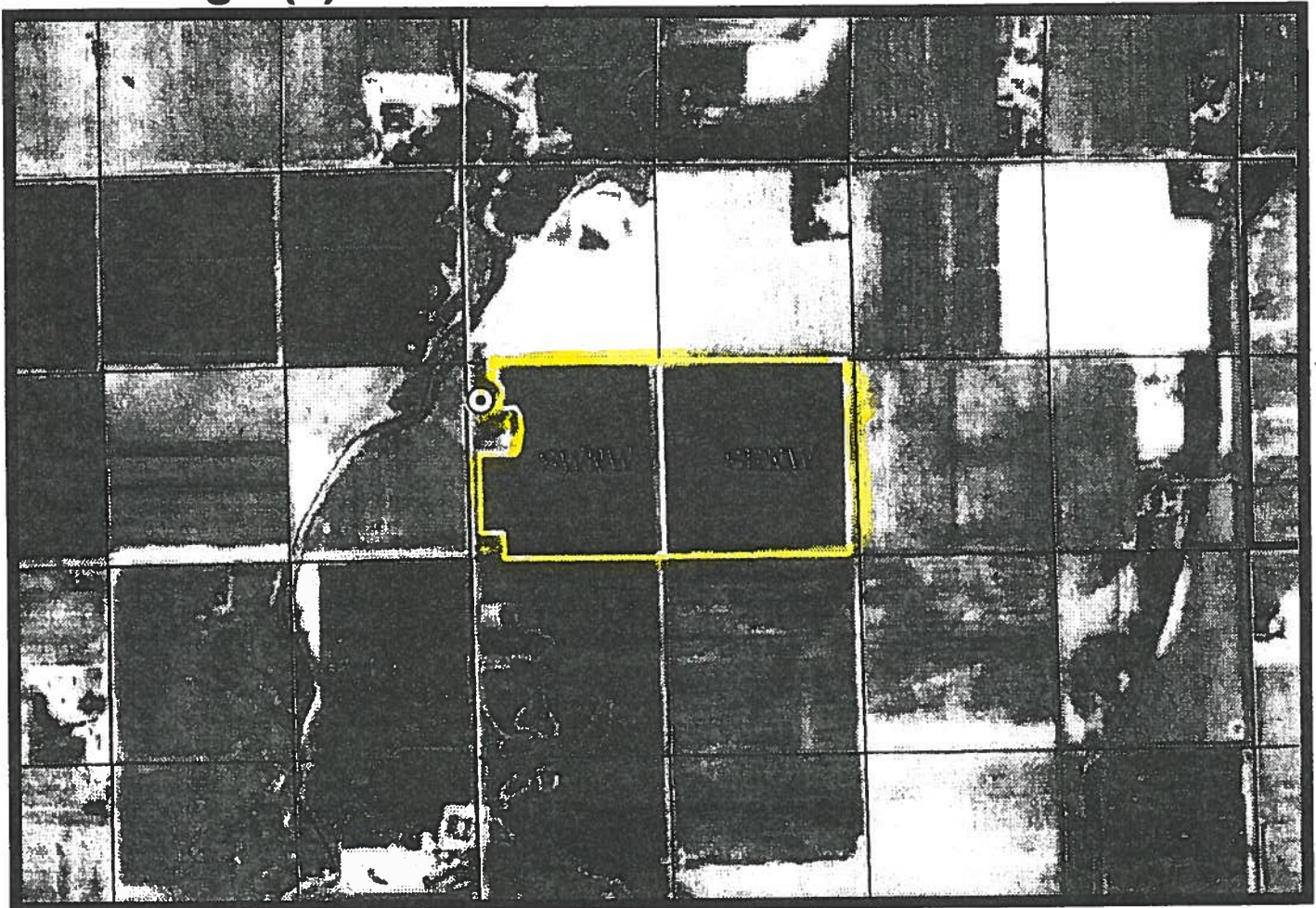
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Raymond Funk, et al

Water Right(s): 35-02072



500 0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000 Feet

LEGEND



Point of Diversion

SESE

Place of Use



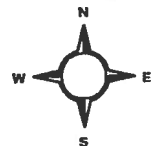
Section Line



Quarter-section line

Legal Description: T.6S., R.31E.
Sec. 17 S2NW

Point(s) of Diversion: T.6S., R.31E.,
Sec. 17 NWSWNW



GIS Place of Use illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: October 1998

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

MAR 24 1999

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 or Adjudication Claim No(s): 35-02072
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Raymond Funk, Betty L Funk
Lois E. Zook, Raymond Neuman
4. New Owner/Claimant(s) Raymond Funk, Betty L. Funk
Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 2066 S. 2950 W.
 City, State and ZIP Code Aberdeen, ID 83210
 New Telephone Number (208) 397-4506 or 939-3232
5. Date you acquired the property 01/04/99
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 _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Raymond Funk
Betty L. Funk
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

Approved for change CA 3-24-99
 Record changes NWRP prepared. ps 3-30-99.

472990

After Recording Return to:

Farm Credit Services - Idaho Falls
1020 Land Bank Street
PO Box 50030
Idaho Falls, ID 83405-0030

Customer/Note No: 41176 - 441

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On December 23, 1998, Raymond F. Funk, same person as Raymond Funk and Betty L. Funk, husband and wife, hereinafter called Mortgagors, whose address is

2066 S 2950 W
Aberdeen, ID 83210-1814

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, ACA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Bingham County(ies), State of Idaho, more particularly described as follows:

Township 6 South, Range 31 E.B.M., Bingham County, Idaho

Section 17: S1/2NW1/4; W1/2SW1/4 EXCEPTING THEREFROM: Beginning at a point on the W. line of Section 17, which point bears N. 0°15' W. a distance of 722.70 feet from the W1/4 corner of said Section 17, the true point of beginning; thence N. 89°03' E. a distance of 331.20 feet; thence N. 0°15' W. a distance of 232.50 feet; thence N. 89°21' W. a distance of 328.50 feet more or less to the W. line of Section 17; thence S. 0°15' E. a distance of 239.40 feet to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM: Beginning at a point on the W. line of Section 17, Township 6 South, Range 31 E.B.M., which point bears S. 0°15' E. a distance of 2.0 feet, from the W1/4 corner of said Section 17; (and which point of beginning lies 34.0' S. and 58.5 feet W. of the SW corner of a dwelling; and which same point is approximately coincident with Old Highway No. 39, State Aid Project No. 134-E, Station 1007+50); and running thence N. 89°40' E. a distance of 184.2 feet; thence N. 0°44' W. a distance of 122.9 feet; thence N. 89°32' W. a distance of 183.1 feet to a point on the W. line of said Section 17; thence S. 0°15' E. a distance of 125.5 feet, more or less, along the W. line of said Section 17 to the point of beginning.

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
December 23, 1998	\$82,800.00	April 1, 2009

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful

claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers.

2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish permit the removal or demolition of any building or other improvement; to restore promptly in a good and workman manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; no change or permit change in the use of the Property; and not to do anything which would reduce the value of Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance on request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance or deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest however designated, described in or used in conjunction with the real property described above; any assignment of a such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.

11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an Irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagee, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

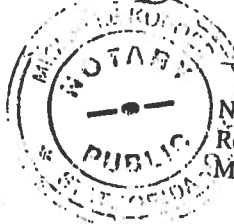

Raymond F. Funk


Betty L. Funk

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY
99 JAN -4 PH 4:42
FEB 12 2000
LIP 28
RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

STATE OF Idaho)
County of Bingham)ss.

On this 4th day of January, 1999, before me personally appeared Raymond F. Funk, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



[Signature]
Notary Public for the State of Idaho
Residing at Blackfoot Idaho
My commission expires 4.11.2000

STATE OF Idaho)
County of Bingham)ss.

On this 4th day of January, 1999, before me personally appeared Betty L. Funk, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



[Signature]
Notary Public for the State of Idaho
Residing at Blackfoot ID
My commission expires 4.11.2000

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

472990



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

March 30, 1999

KARL J. DREHER
DIRECTOR

RAYMOND AND BETTY L FUNK
2066 S 2950 W
ABERDEEN ID 83210

RE: Snake River Basin Adjudication (SRBA)
Water Right #35-02072

Dear Water Right Holders:

We have processed your change in ownership of the water right referenced above.

Enclosed is an Adjudication Claim Profile Report of your water right. Please refer to this record number in any future inquiries or correspondence.

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your water right.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Adjudication Claim Profile Report

Water Source: GROUNDWATER

Tributary to

Stage: LICENSE

Point(s) of Diversion: T06S R31E S17

MNMSMN

BINGHAM County

Place of use Legal Description for: IRRIGATION

[illegible]

POU County: BINGHAM

Other Rights: ABERDEEN-SPRINGFIELD CANAL SHARES

Conditions of Approval:

E02 - USE OF THIS RIGHT IS COMBINED WITH WATER FROM
- ABERDEEN SPRINGFIELD CANAL CO.

C12 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
- IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
- RIGHTS IN BASIN 35:
- WATER RIGHT NO. SOURCE
- NONE NONE
- THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
- IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
- RIGHTS IN THE SNAKE RIVER BASIN:
- WATER RIGHT NO. SOURCE
- NONE NONE
- ALL WATER RIGHTS WITHIN BASIN 35 ARE FROM CONNECTED SOURCES
- OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
- CONJUNCTIVELY.

Dates: **Exam Made Date:** **Verified Date:** **Objection Filed Date:**

Misc:	Water District Number:	Field Inspection Flag:
		Presumption Flag:

Comments:

Date: 10/30/1996 User-ID: JTHOMPSO Subject: OWNERSHIP
CHANGED OWNERSHIP EC/JT

Date: 11/19/1998 User-ID: AJU10-EC Subject: AJU10 CONDITION UPDATE
CONDITION CODE(S) C12 ADDED IF NOT ALREADY PART
OF RECORD THRU AJU10.

Date: 03/30/1999 User-ID: SSHERMAN Subject: OWNERSHIP CHANGE
FORM 42-248/42-1409(6) OWNERSHIP CHANGE, FUNK, ZOOK, NEUMAN TO
RAYMOND AND BETTY FUNK.

Audit:

03/30/99 SSHERMAN

From (Claimant/Seller):

Name of Claimant: RAYMOND FUNK
BETTY L FUNK
Address: 2066 S 2950 W
ABERDEEN ID 83210
Phone: (208) 397-4506

Name of Claimant: LORETTA E ZOOK
RAYMOND NEUMAN
Address: 2066 S 2950 W
ABERDEEN ID 83210

To (Claimant/Purchaser):

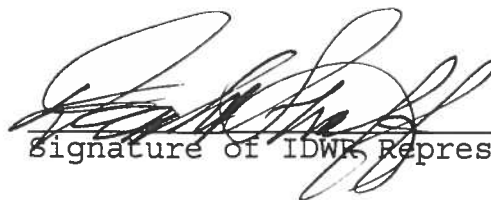
Name of Claimant: RAYMOND FUNK
BETTY L FUNK
Address: 2066 S 2950 W
ABERDEEN ID 83210
Phone: (208) 397-4506

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

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

DATED:

4/05/99



Signature of IDWR Representative

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
3/31/1999

35-02072

PAGE 2

APR 23 1999

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) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDINGS
Case No. 39576)
) Water Right 35-02072
)

☐	Change of Address
☒	Substitution of Party
☐	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

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

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 35-02072

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
3/31/1999

35-02072

PAGE 1

5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

Sandy Eybert
Signature of person or attorney mailing the form

CERTIFICATE OF MAILING

I certify that on 4-15-99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

~~RAYMOND FUNK
BETTY L FUNK
2066 S 2950 W
ABERDEEN ID 83210~~

LORETTA E ZOOK
RAYMOND NEUMAN
2066 S 2950 W
ABERDEEN ID 83210
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

RAYMOND FUNK
BETTY L FUNK
2066 S 2950 W
ABERDEEN ID 83210
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 35-02D72

NAME & ADDRESS: RAYMOND FUNK
BETTY L FUNK
2066 S 2950 W
ABERDEEN ID 83210

SOURCE: GROUNDWATER

QUANTITY: 1.2 CFS
304.0 AFY

PRIORITY DATE: 03/17/1947

POINT OF DIVERSION: T06S R31E S17 NWSWN Within BINGHAM County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION		04-01 10-31	1.2 CFS 304.0 AFY

PLACE OF USE: IRRIGATION Within BINGHAM County
T06S R31E S17 SWNW 36 SENW 40
76 ACRES TOTAL

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

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 35:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 35 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE
USE OF THIS RIGHT IS COMBINED WITH WATER FROM
ABERDEEN SPRINGFIELD CANAL CO.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:56:15
10/24/91

GENERAL INFORMATION

CLAIM NUMBER: A35-02072

ST: NEUMAN

DRESS:

TY: ABERDEEN

PHONE NUMBER: 208-000-0000

INNER CODE: C

FIRST: EST.OF JOHN

STATE:

ID

ZIP:

83210

c/o ALAN Funk

206 S. 2800 W.

ABERDEEN ID 83210

ST: NEUMAN

DRESS:

TY: ABERDEEN

PHONE NUMBER: 208-000-0000

INNER CODE: C

FIRST: SAM

STATE:

ID

ZIP:

83210

ELD EXAM REQUIRED?

ADJUDICATION REQUIRED DUE TO REMARKS?

REMARKS IN CLAIM

DATABASE

N

FIELD

EXAMINER

N

INTACT PERSONS: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: 7-9-93

APPOINTMENT MADE: Y(____) N(____)

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

COMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

RECTIONS TO PROPERTY / REMARKS:

FIELD EXAM DURING ASBESTOS-SPRINGFIELD CANAL SYSTEM MAPPING PROJ. 7/9/93 AAR

NO CLAIMANT CONTACT.

AJ CLAIM: # A35-02072 PRIORITY DATE: 03-17-1947 STAGE: L
HR RECORD: # 35-02072 PRIORITY DATE: 03-17-1947 STAGE: L

FIELD EXAM REQUIRED? FIELD EXAMINER
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE N

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(X)

YES EXPLAIN.
MARKS: Priority Date matches license.

COMMENDED PRIORITY DATE:
03-17-1947

VIEWED BY MSL DATE 11-5-93

AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
5-02072	05S	31E	17	SW	NW			BINGHAM

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX
NONE

WR RECORDS IN SAME 40 ACRE TRACT
NONE

URCE: GROUNDWATER

TRIB:

HR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
5-02072	05S	31E	17	SW	NW			BINGHAM

OTHER WR RECORDS WITH SAME WR POD
NONE

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX
R PREFIX

NONE

A35-10501
A35-10502

NONE

URCE: GROUNDWATER

TRIB:

FIELD EXAM REQUIRED? NO

FIELD
EXAMINER

DATABASE

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

Y N
N

7/28

MARKS:

P.D. to 10 acre tract RE: 02AA-36, ASCS

COMMENDED POINT(S) OF DIVERSION AND SOURCE:

AP. RSE. SEC.

1/4 1/4

1/4

LOT

COUNTY

65 31E 17

NW

SW

NW

Buckham

SOURCE: GROUNDWATER

TRIB:

VIEWED BY:

SAR

DATE:

11-5-93

ROOT WATER RIGHT NUMBERS: A35-02072

POU LISTING

IP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	HR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
S	31E	17	SA	NW		NEUMAN, EST. OF JOHN	A35-02072 736.0	35-02072 736.0	43.0	36	36.0
			SA	NW		NEUMAN, SAM	A35-10501 /	/			
			SA	NW		NEUMAN, SAM	A35-10502 /	/			
			SA	NW		LARGE CLAIM	A01-0002321/35.0	/			
			SA	NW		LARGE CLAIM	A01-0029721/35.0	/			
			SA	NW		LARGE CLAIM	A35-0254321/35.0	/			
			SA	NW		LARGE CLAIM	A35-0424621/35.0	/			
			SA	NW		LARGE CLAIM	A01-0206461/35.0	/			
			SA	NW		LARGE CLAIM	A01-0206861/35.0	/			
			SA	NW		LARGE CLAIM	A01-02068H1/35.0	/			
S	31E	17	SE	NW		NEUMAN, EST. OF JOHN	A35-02072 740.0	35-02072 740.0	42.0		40.0
			SE	NW		LARGE CLAIM	A01-0002321/40.0	/			
			SE	NW		LARGE CLAIM	A01-0029721/40.0	/			
			SE	NW		LARGE CLAIM	A35-0254321/40.0	/			
			SE	NW		LARGE CLAIM	A35-0424621/40.0	/			
			SE	NW		LARGE CLAIM	A01-0206461/40.0	/			
			SE	NW		LARGE CLAIM	A01-0206861/40.0	/			
			SE	NW		LARGE CLAIM	A01-02068H1/40.0	/			
TOTAL ACRES							76.00	76.00	85.00		76.0

4 AC TO Co. Rd. 1, (2) HS,

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

FIELD EXAM REQUIRED? NO
DUE TO POU DISCREPANCY? (Y/N)

DATABASE X
FIELD EXAMINER ARZ

NW¹SW⁴ AND SW⁴SW⁴ ARE ALSO IRRIGATED FROM THIS WELL UNDER PERMIT 35-08791.
HOWEVER, P.D. OF 35-08791 IS LISTED AS NW⁴NW⁴ - ACTUAL P.D. IS SW⁴NW⁴.

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 04/10/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- E006779	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	-

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Ident. No. 35-8791

See 2nd page
"Remarks"

To appropriate the public waters of the State of Idaho

1. Name of applicant Estate of John Neuman ^{or} & Sam Neuman Phone 397-4796
Post office address 2033 South 2900 West Aberdeen, Idaho 83210
2. Source of water supply ground water which is a tributary of n/a
3. Location of point of diversion is ~~SW~~ ^{* NW} $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 17 Township 6 South
Range 31 E B.M. Bingham County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 1.6 cfs for irrigation purposes from 4/1 to 11/1 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

- a. 1.6 cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

- a. Description of ditches, flumes, pumps, headgates, etc. Existing 20" well, with 100hp electric motor, four-stage deep well turbine pump, 3/4 mile mainline four wheel lines and panel
- b. Height of storage dam n/a feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____
Period of year when water will be diverted to storage n/a to _____ inclusive.
(Month/Day) (Month/Day)
- c. Proposed well diameter is 20 inches; proposed depth of well is 80 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is * 2 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses: n/a

a. If water is not for irrigation:

- (1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.
- (2) Amount of power to be generated: _____ horsepower under _____ feet of head.
- (3) List number of each kind of livestock to be watered _____
- (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
- (5) If water is to be used for other purposes describe: _____

MICROFILMED

JUN 19 1990

* As per telephone conversation with Mr Sam Neuman, 12:22 hours, 14 July 1969, Dmd

[illegible]

c. Describe any other water rights used for the same purposes as described above. Applicant also owns eighty (80) shares of water in the Aberdeen Springfield Canal that are supplemental to this application but not used since 1978.

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks Applicant put in this sprinkler system in 1978 and has used
it continuously since said date and has not used his Canal Co.
water since that date.

REF ID: A66584

JUN 19 1944

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

X WELL

↑
N

17

T6S R31E

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as hereinafter set forth:

JUN 19 1990

Sam Newman
(Applicant)

Received by DW Date 6-02-89 Time 11:30
Preliminary check by D1110 Fee \$ 65⁰⁰ E008877
Receipted by 1165 Date 6-6-89
Publication prepared by _____ Date _____
Published in _____
Publication dates _____
Publication approved _____ Date _____
Protests filed by: none

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by tw

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other:

MICROFILMED

JUN 19 1990

State of Idaho License and Certificate of Water Right

Water License No. 20062

Amount 1.2 second feet

Water District No. _____

Priority March 17, 1947

THIS IS TO CERTIFY that JOHN & SAM NEUMAN
of Aberdeen, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated March 17, 1947; that Permit No. 20062
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.2 second feet, was issued thereunder on May 19, 1947, showing that said works
were completed on the 14th day of May, 1947; and that on the 25th
day of June, 1947,

JOHN & SAM NEUMAN
of Aberdeen, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
(subterranean), a tributary of _____, for the purpose of irrigation

, under Use Permit No. 20062 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

8 of Licenses at page 4472, on the 28th day of March, 1949;

The right hereby confirmed dates from March 17, 1947;

The Point of Diversion is located
in the SW 1/4 NW 1/4, Sec. 17, Tp. 6 S., R. 31 E., B. M. Bingham County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.2 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
6 S.	21 E.	17	SW 1/4 NW 1/4 SE 1/4 NW 1/4	40 40	36 40
			Number of Acres Actually Irrigated - - -		76

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
28th day of March, 1949.

MARK R. KULP

State Reclamation Engineer

(SEAL)

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. 20062This proof is for Beneficial use In Water District No. 1. Name of applicant John and Sam Neuman, Aberdeen, Idaho2. Source of water supply: Subterranean (well)3. Location of point of diversion: Is in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17
T 6 S. R 31 E. County of Bingham4. Describe works as they exist, giving dimensions and capacities of same: A Drilled Well 136 feet deep, 12 inches in diameter, and cased to lava.
Diversion is by a Peerless pump, and 10 horse power motor. Pump discharges through a 6 inch outlet pipe to ditches of two feet width, and 1 foot depth.5. Water is used for: Irrigation6. State whether or not water has been turned into works of diversion: Yes7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):
S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 17, Township 6 South, Range 31 East, B. M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? Unknown

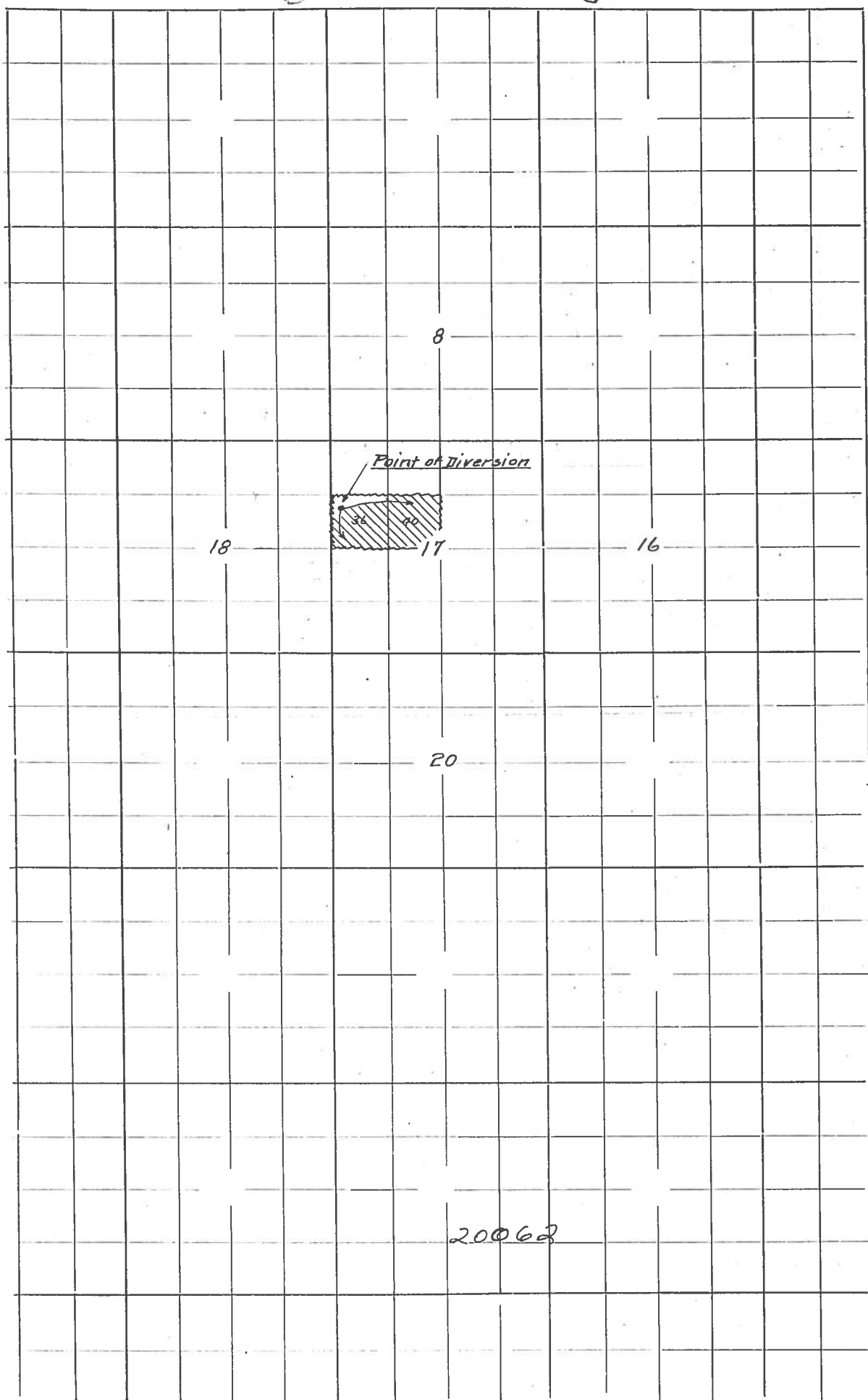
Remarks:

This examination was made on the 22nd day of April, 1948

(Signed)

Examiner.

20062



[illegible]

SCALE: 8" = 1 MILE

T. 65 R. 315 SEC. 17

DATE 9/9/93 AGENT SPR

OQ MAP REF. AA-36

NAPP REF. AA-36 SW

POINT OF
DIVERSION

GRAIN

T 2308

36

#1495

40

H. Alan Funk
(Sam Neuman own)

T 1006

#109

Gary Johns

NHEL

1-66.5

NHEL

NHEL

NHEL

6-3.7

CLAIM NO(S). A35-02072

DATE: 11-5-93 T. 6S. R. 31E.

SOURCE OF DOC: ASCS PHOTO '87

SIGNATURE: *Abraham*

PERMIT #
35-08791

O.E. Feld & Sons

#1495

H. Alan Funk
(R. Funk)

W(H)

NHEL

3.7

HEL

1-78.0

HEL

1-81.0

17-133.4

20

17

20

69

RESUMPTION FLAG:

MARKS:

No Acres - as claimed.

COMMENDATIONS:

TOTAL ACRES: 76

REVIEWED BY: ABR DATE: 11-5-93

AJ CLAIMED USES:

PURPOSES MONTH/DAY YEAR DIVERSION QUANTITY
5-02072 IRRIGATION FROM 04-01 TO 11-01 1.200 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED 1.200 CFS

WR RECORDED USES:

PURPOSES MONTH/DAY YEAR DIVERSION QUANTITY
5-02072 IRRIGATION FROM TO 1.200 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED 1.200 CFS

ESUMPTION FLAG:

FIELD EXAM REQUIRED? FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N) N
DUE TO DIVERSION RATE DISCREPANCY? (Y/N) N
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N) Y

PERIOD OF USE:

RECOMMEND AS CLAIMED? Y() N(X)
RECOMMEND TO WR STANDARDS OR OTHER? Y(X) N() EXPLAIN IN REMARKS, BELOW.

MARKS:

PERIOD OF USE 04-01 TO 10-31.

DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y() N()

AJ TOTAL CLAIMED DIVERSION RATE: 1.200 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 1.200 CFS

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **
** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN REMARKS. **

FLOW MEASUREMENT REQUIRED? NO
DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N) Y

FIELD
DATABASE EXAMINER

FLOW MEASUREMENT

MEASUREMENT METHOD NA, SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: ABERDEEN-SPRINGFIELD CANAL SHARES

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A35-02072	GROUNDWATER	NEUMAN, EST. OF JOHN	1.200	0.015		
A01-0002371	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A35-0254371	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A35-0424671	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0205461	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-0205861	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		
A01-02068H1	LARGE CLAIM	LARGE CLAIM	9999.990	0.420		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A35-10501	DOMESTIC	NEUMAN, SAM	FROM 01-01 TO 12-31	.040 CFS	
A35-10502	DOMESTIC	NEUMAN, SAM	FROM 01-01 TO 12-31	.040 CFS	

ABERDEEN-SPRINGFIELD CANAL WATERS ARE NOT DELIVERED IN THE ABERDEEN OF A CONVEYANCE SYSTEM. ALTHOUGH PROPERTY HAS SHARE ALLOTMENT.

CONDITION CODE

EXPZ

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1B. CALCULATIONS

1A. IRRIGATION RATE
ACRES 76 X 0.02 CFS/ACRE = 1.52 CFS
(TAKEN FROM P/U REVIEW)

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

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 228.0 AF/A
ACRES 76 X CONSUMPTIVE VOL. AF/A FOR AREA 3 =
TOTAL CONSUMPTIVE USE 228 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A
ACRES 76 X DIVERSION VOL. AF/A FOR AREA 4 =
TOTAL DIVERSION VOLUME 304 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(☒)

MARKS: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

COMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	04-01 11-01	DATABASE 1.200 1.200	DATABASE EXAMINER 304 304	DATABASE EXAMINER 288.3 228.3

TAL FOR THIS RIGHT

VIEWED BY: *ABR*

DATE: 11-5-93

CHECK ONLY THE FOLLOWING THAT APPLY:

MERSHIP
REFEIT/ABANDON
DITIONAL DIV. AMOUNT

ACCEPTED
AS CLAIMED
(☒)
()
()

NEEDS
REVIEW
()
()
()

SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 35-02072

TOTAL DIVERSION RATE OF WR SPLITS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A35-02072	1.200	-	35-02072	1.200
TOTAL CFS		1.200			1.200

VERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)

IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

FIELD
EXAMINER

DATABASE
Y

MARKS:

IDENTIFICATION:

SIGNATURE: Asst. Attorney General

DATE: 11/08/93

NAME OF FIELD EXAMINER: Alan B. Ramsey

TITLE: Sp. Asst.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:56:15
10/24/91

GE: 13
I: KLOOK INFORMATION

CLAIM NUMBER: A35-02072

R ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE			9/16/93 <i>asc</i>			<i>asc</i> 11-5-93	<i>asc</i> 11-5-93	<i>asc</i> 11-5-93
INT OF DIV	Y			<i>4</i>	<i>1,2,5</i>			
URCE								
ACE OF USE	Y			<i>N</i>	<i>1,2,5</i>			
V. AMOUNT FS/VOLUME								
NSUMPTIVE USE	-							
RPOSES								
RIOD OF USE	Y			<i>4</i>	<i>6</i>			
SIS OF CLAIM								
MARKS								

"VERIFIED BY" CODES

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

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

Base Code
RR 72 11/08/93 asc

CONDITION CODES

EDZ

Revised 9/24/93