

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 37-4436

Date Received

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) RANDALL T. & GLENDA COX (Phone 208) 726-7430Mailing Address BOX 644 SUN VALLEY Zip 833532. Date of Priority (Only one (1) per claim) NOVEMBER 1, 19683. Source of water supply (a) WARM SPRINGS CREEK
which is tributary to (b) BIG WOOD4. a. Location of existing point of diversion is: Township 4N Range 17E Section 13,
NE 1/4 of N.W 1/4 of 1/4, Govt. Lot, B.M., County of BLAINEAdditional points of diversion if any: NONE FOR POND

b. If instream flow, beginning point of claimed instream flow is:

Township Range Section , 1/4 of 1/4 of 1/4,Govt. Lot B.M., County of ending point is: Township Range Section , 1/4 of 1/4 of 1/4 of1/4, Govt. Lot B.M., County of 5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. TWO 18" CULVERTSIN WARM SPRINGS CREEK DIVERT WATER 20'
INTO POND OF ABOUT 5000 FEET CAPACITY FOR
TWO DITCHES FROM POND BACK INTO
WARM SPRINGS CREEK. SOME WATER
SEEPS UP INTO POND

SCANNED
MICROFILMED
FEB 24 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For AESTHETIC purposes from JAN 1 to DEC 31 amount 15.0 or 5

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 15.0 (cfs) and/or (b) 5 (acre feet)

8. Total consumptive use claimed is NONE acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) AESTHETICS

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4N	17E	13					X												

Total number of acres irrigated N/A

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

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
2 (TWO) DOMESTIC WELLS. or None ()

14. Remarks: CULVERTS CARRY A MAXIMUM OF ABOUT 30 CFS DURING HIGH FLOWS. AMOUNT CLAIMED IS ABOUT 1/3 OF NORMAL FLOWS WE OWN LOTS 6 & 7 OF THE SUN VALLEY SUBDIVISION 1ST ADDITION SOME OF WHICH IS COVERED BY PORTION OF POND.

Last Name COX Ident No. 37-4436

Copies: White -State, Yellow-Claimant

RECORDED
FEB 24 1993

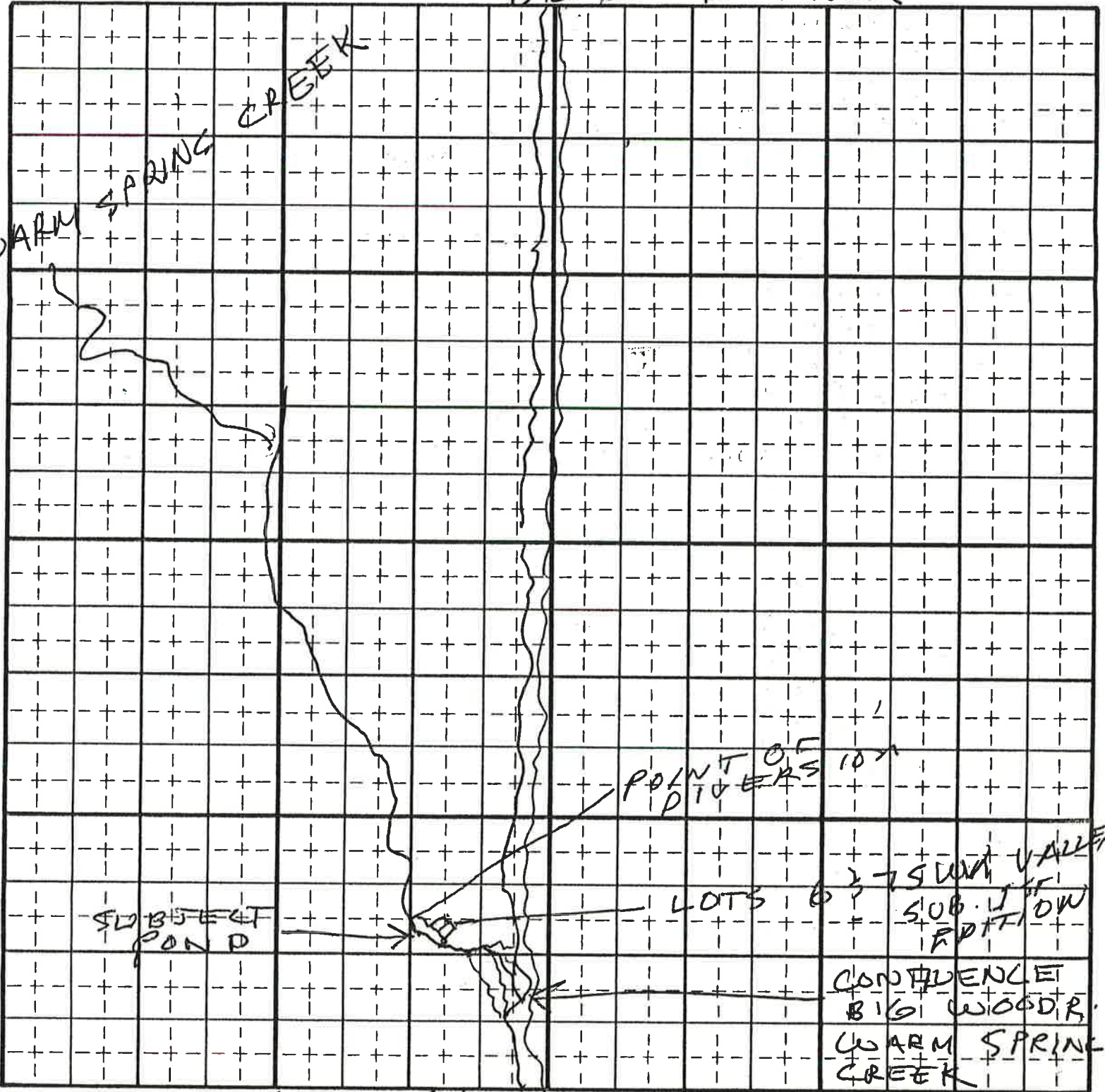
SCALE LOTS 6 & 7 REPRESENT 1/2 ACRE

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

Scale: 2 inches equals 1 mile

SECTION 13 TOWNSHIP 4N RANGE 17E

BIG WOOD RIVER



SCALE LOTS 6 & 7 REPRESENT 1/2 ACRE

Last Name

Cox

Ident No.

37-4436

Copies: White-State, Yellow-Claimant

SCANNED
APR 22 2007
FEB 24 1993
FILMED

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit ☒
Decree _____
If applicable provide IDWR Water Right Number 37-4436
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Randal Cox Date 15 Oct 88
Glenda Cox Date Oct 15, 88

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

of N/A Title _____
Organization _____, that I have signed the foregoing
document in the space below as _____ of _____
Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 14th day of October 19 88

SEAL

Notary Public Chita D. McMurdo

Residing at Hailey

My Commission Expires July 16, 1991

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Cox Ident. Number 37-4436

Copies White-State, Yellow-Claimant

SCANNED
MICROFILMED
FEB 24 1993

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 37-4436
Date Received: 1/5/1989
Receipt No: M002453
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

GM LLC Phone: (208)788-1100
PO BOX 757
HAILEY ID 83333

2. Date of Priority: 11/01/1968

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	17E	13	NE NW	BLAINE	

5. Description of diverting works:

CULVERTS, PONDS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
AESTHETIC	1/01	12/31		5
AESTHETIC STORAGE	1/01	12/31		5
DIVERSION TO STORAGE	1/01	12/31	10	

7. Total Quantity Appropriated is:
10 C.F.S.

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APR 12 2007

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	17E	13	NE	NW	AESTHETIC	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS 6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

***** CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY KKC. PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS CONCERNING THE LOCATION OF THE POND. SEE RIGHT NOS. 37-04436A & 37-04436B.

***** BASED UPON ADDITIONAL DOCUMENTATION SUBMITTED BY ROBERT KORB (ATT AND CONSULTATION WITH NICK SPENCER (ATT FOR THE DEPARTMENT), THE ENTIRE RIGHT HAS BEEN PLACED INTO MS RIEHLE'S NAME. THE 'A' AND 'B' SPLIT PORTIONS ARE NOW NO LONGER VALID. KKC 8-18-98

15. Basis of Claim: Beneficial Use

SCANNED
APR 02 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 26, 2004

GM LLC
PO BOX 757
HAILEY ID 83333

Re: SRBA Claim(s) 37-4436

Dear Mr. Bloomfield:

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

Sincerely,

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

Trish Fawcett
Technical Records Specialist

Enc.

SCANNED
APR 27 2007

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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
	37-4436				

See attached

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) Galena Moon Company Two, LLC
4. New Owner/Claimant(s) GM, LLC
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 757
- City, State and ZIP Code Hailey, ID 83833
- New Telephone Number () 208 788 1100 (Greg Bloomfield)
5. Date you acquired the property 7/15/2004

RECEIVED

AUG 11 2004

Department of Water Resources
Southern Region

SCANNED

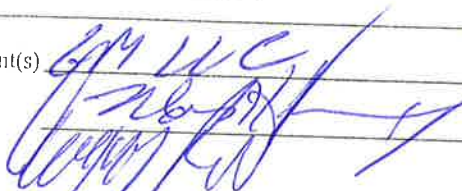
APR 17 2007

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)
(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 _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	Date _____	WR _____ Date _____

RECEIVED

AUG 11 2004

Department of Water Resources
Southern Region

SCANNED
APR 12 2007

Order No. 54386

WARRANTY DEED

FOR VALUE RECEIVED

TODD CONKLIN, a single man

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

GM, LLC, an Idaho limited liability company

GRANTEE(s) whose address is: **PO Box 757, Hailey, ID 83333**

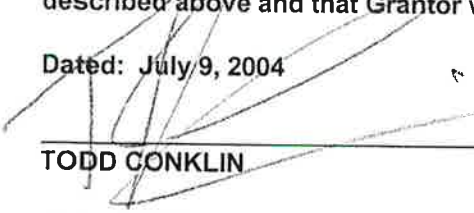
the following described real property in **Blaine** County, Idaho, to wit:

Lot 7AA of SUN VALLEY SUB., 1ST ADD., REV. BLOCK 5 REPLAT OF LOT 4 AND LOT 7A, according to the official plat thereof, recorded as Instrument No. 370463, records of Blaine County, Idaho.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 9, 2004


TODD CONKLIN

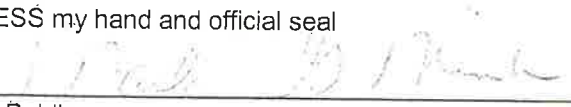
State of Idaho

County of Blaine



On this 9 day of July in the year 2004, before me the undersigned, personally appeared **TODD CONKLIN** 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 she/he/they executed the same.

WITNESS my hand and official seal


Notary Public

Commission Expires: 02/12/2009

SCANNED
APR 17 2007

Order No. 54227

Instrument # 506761

HAILEY, BLAINE, IDAHO

2004-07-15 04:16:00 No. of Pages: 1

Recorded for : AMERITITLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTYIC/CORP DEED

QUITCLAIM DEED

FOR VALUE RECEIVED

GALENA MOON COMPANY TWO, LLC, an Idaho limited liability company

do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

GM, LLC, an Idaho limited liability company

whose address is: **P.O. Box 757, Hailey, Id 83340**

the following described premises situated in **BLAINE** County, Idaho, to wit:

Lot 7AA of SUN VALLEY SUB., 1ST ADD. REV. BLOCK 5 REPLAT OF LOT 4 AND LOT 7A, according to the official plat thereof, recorded as Instrument No. 370463, records of Blaine County, Idaho.

TOGETHER WITH WATER RIGHT NO. 37-4436

together with their appurtenances.

Dated: **July 9, 2004**

GALENA MOON COMPANY TWO, LLC

BY: FELICITAS FUNKE-RIEHLE

State of Idaho

}

}ss.

County of Blaine

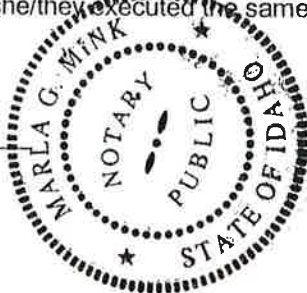
}

On this 12th day of July, in the year 2004, before me, the undersigned, personally appeared **FELICITAS FUNKE-RIEHLE**, 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 the same.

WITNESS my hand and official seal.

Notary Public

Commission Expires: 02/12/2009



SCANNED
APR 19 2 2007



August 10, 2004

IDWR Southern Region
1341 Fillmore St., Ste. 200
Twin Falls, Idaho 83301-3380

Re: Order No. 54386

Lot 7AA of Sun Valley Sub., 1st Add., Rev. Block 5 Replat of Lot 4 and 7A
445 Broadway Blvd., Ketchum, ID 83340
GM, LLC/CONKLIN

To Whom It May Concern::

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

- Notice of Change in Water Right Ownership.
- Warranty Deed/Grant Deed.
- Quitclaim Deed.

If you should have any questions, please do not hesitate to contact the undersigned.

Sincerely,

AMERITITLE

Jane T. Eittreim
Escrow Assistant

jte

RECEIVED
AUG 11 2004
Department of Water Resources
Southern Region

SCANNED
APR 21 2007

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

RECEIVED
 NOV 19 2002
 Department of Water Resources
 Southern 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, if the change in ownership is limited to a portion of 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
<u>37-04436</u>	<u>37-04436</u>	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐

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

- A. The appropriate **FILING FEE**. See Instructions for fee amounts.
- 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) are for ten or more acres of irrigation, you must submit 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) Felicitas Funke Riehle
P.O. Box 2881 Ketchum, ID 83340
4. New Owner/Claimant(s) Galena Moon Company Two, L.L.C.
 Name Connector (Check one): ☐ and, ☐ or ☐ and/or
- New Mailing Address P.O. Box 2881
- City, State and Zip Code Ketchum, ID 83340
- New Telephone Number (208)726-9588
5. Date you acquired the property November 18, 2002

SCANNED
 11/19/02

6. **IF THE CHANGE IN OWNERSHIP AFFECTS THE ENTIRE WATER RIGHTS FOR EACH WATER RIGHT OR ADJUDICATION CLAIM NUMBER LISTED IN ITEM 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change of 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)
(include title if applicable)

Galena Moon Company Two, L.L.C.
By: *Felicitas Funke Riehle*, Manager
Felicitas Funke Riehle, Manager

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
P. O. Box 987
Ketchum, Idaho 83340

SCANNED
APR 17 2014

SUN VALLEY SUB., 1ST ADD., REV. BLOCK 5 REPLAT OF LOT 4 and LOT 7A.

SHEET 1 OF 2 SHEETS
August 1994

T4N, R17E, B.M. SEC. 13 SE1/4 NE1/4 NW1/4
KETCHUM BLAINE COUNTY IDAHO

AUGUST 1994

FLOODPLAIN NOTE

Lots 4A and 7AA lie within the 100-year floodplain, based upon the "Flood Insurance Study, City of Ketchum, Blaine County, Idaho" December 1977, U.S. Department of Housing and Urban Development, Federal Insurance Administration. Sheet flooding can and will occur within these lots.

A lot line shift between Lot 4, within the original plat of SUN VALLEY SUBD., 1ST ADD., REVISED and LOT 7A, within the plat of SUN VALLEY SUB., 1ST ADD., REV., BLOCK 5, LOTS 8, 9 AND AMENDED LOT 7 (filed under Instrument No. 364818

LINE TABLE

No.	Direction	Length
1	N31°29'10"W	31.73
2	N30°12'13"W	45.25
3	N23°16'16"W	40.10
4	N 5°12'50"W	37.44
5	N 6°06'43"E	38.05
6	N38°41'25"W	7.24
7	N10°50'24"E	22.88
8	N10°51'48"E	21.70
9	N12°00'43"E	34.08
10	S74°08'38"E	5.17
11	N72°12'32"E	68.89
12	N43°32'48"E	70.18
13	N34°03'02"W	30.01
14	N34°03'02"W	4.45
15	N85°47'13"W	63.05
16	N10°50'24"E	19.80
17	N10°50'24"E	3.08
18	N32°18'20"W	30.02

WHILE THIS MAP IS A PHOTOGRAPHIC REPRODUCTION OF THAT ON FILE IN EITHER THE RECORDS OF SURVEYORS OFFICE, THIS COMPANY ASSUMES NO LIABILITY FOR ERRORS, IF ANY, WITH ANOTHER OR RE-SURVEY.

SUN VALLEY TITLE
P.O. BOX 2365
KETCHUM, IDAHO 83340
(208) 728-6341



NOTES

1. A 10-foot wide Fisherman's Easement is dedicated to the public along the easterly bank of Warm Springs Creek which shall shift with the bank as it moves. (Said Easement lies within the Riparian Zone Setback and Scenic Easement, as shown).
2. A 25-foot wide Riparian Zone Setback and Scenic Easement shall exist along the easterly bank of Warm Springs Creek upon which no structure is permitted and that riparian vegetation shall be maintained in its natural state.
3. A 5-foot wide Public Utility Easement exists along all property lines.
4. MEAN HIGH WATER: The westerly boundary of Lot 7AA and Lot 4A was surveyed in January, 1994 and is the Mean High Water mark of Warm Springs Creek.
5. No structures or fences shall be located southwest of the former lot line marked "Line Eliminated" (as shown) within Lot 4A.
6. No structures shall be located outside of the designated building envelope within Lot 7AA.
7. For purposes of these notes and the Easements set forth above, "structures" shall mean anything constructed upon or indefinitely attached to the property above existing grade.
8. A 15-foot wide access easement for the maintenance of the pond shall run through Lot 4A (as shown) for the benefit of Lot 7AA. Said easement shall be in perpetuity and for the exclusive purpose of maintaining the pond and easterly bank of Warm Springs Creek. The owner of Lot 7AA shall be responsible for any damage to said easement caused by maintenance of said pond.

LEGEND

- Found 1/2" diam. rebar
- Set 1/2" x 24" rebar w/cap
- Found 5/8" diam. rebar
- ⊙ Set 5/8" x 30" Rebar w/cap
- ⊕ Brass Cap

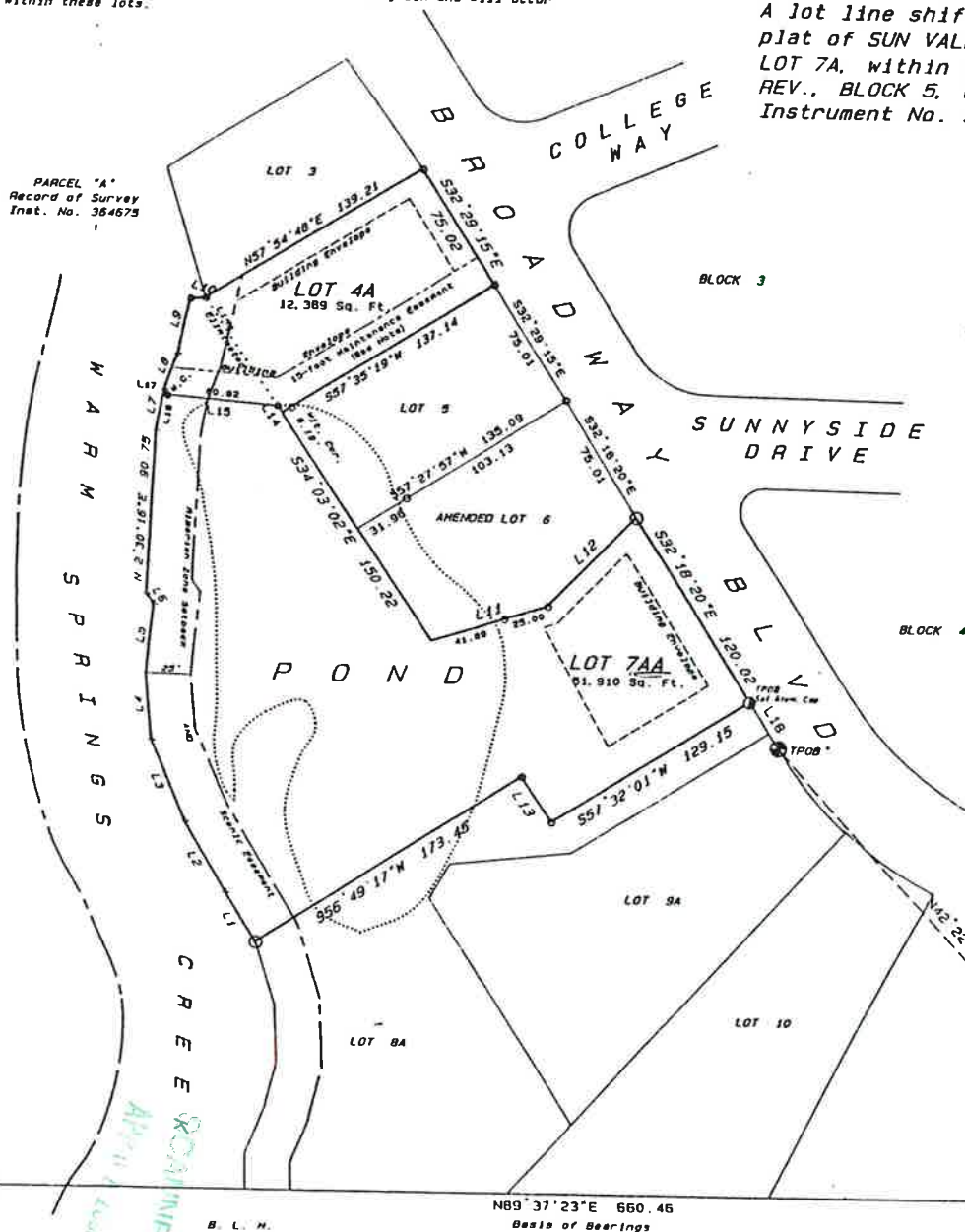
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____

South Central District Health Care, Inc.

PARCEL "A"
Record of Survey
Inst. No. 364679



B. L. N.

N89°37'23"E 660.45
Basis of Bearings

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: **A37-04436**
Date Received: 1/ 5/1989
Receipt No: M002453
Received By: _____

~~COPI FOR~~ **NOTICE OF CLAIM TO A WATER RIGHT**
~~YOUR FEES~~ **ACQUIRED UNDER STATE LAW** ~~COPY FOR~~
~~YOUR FEES~~

1. Name: FELICITAS FUNKE RIEHLE 208-726-9588
Address: PO BOX 2881
KETCHUM ID 83340

2. Date of Priority: NOV 1, 1968

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	13	NE	NW			BLAINE

5. Description of diverting works:
CULVERTS, PONDS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
AESTHETIC	01/01	12/31			5.00
AESTHETIC STORAGE	01/01	12/31			5.00
DIVERSION TO STORAGE	01/01	12/31	10.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETICS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	13	NE	NW		AES	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY
KKC.

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON
THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS
CONCERNING THE LOCATION OF THE POND.

SEE RIGHT NOS. 37-04436A & 37-04436B.

BASED UPON ADDITIONAL DOCUMENTATION SUBMITTED BY ROBERT KORB (ATT
AND CONSULTATION WITH NICK SPENCER (ATT FOR THE DEPARTMENT), THE
ENTIRE RIGHT HAS BEEN PLACED INTO MS RIEHLE'S NAME. THE 'A' AND
'B' SPLIT PORTIONS ARE NOW NO LONGER VALID. KKC 8-18-98

15. Basis of Claim: BENEFICIAL USE

SCANNED
APR 2 2007

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: A37-04436A
Date Received: 1/ 5/1989
Receipt No: X777777
Received By: _____

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

1. Name: RANDALL T COX 208-726-7430
Address: PO BOX 644
SUN VALLEY ID 83353-0000
OR
Name: GLENDA A COX 208-726-7430
Address: PO BOX 644
SUN VALLEY ID 83353-0000

2. Date of Priority: NOV 1, 1968

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	13	NE	NW			BLAINE

5. Description of diverting works:
CULVERTS, PONDS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
AESTHETIC	01/01	12/31			2.50
AESTHETIC STORAGE	01/01	12/31			2.50
DIVERSION TO STORAGE	01/01	12/31	5.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETICS

SCANNED
APR 2 2007

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	17E	13	NE NW		AES	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY
KKC.

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON
THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS
CONCERNING THE LOCATION OF THE POND.

15. Basis of Claim: BENEFICIAL USE

SCANNED
APR 1 2007

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: A37-04436B

Date Received: 1/ 5/1989

Receipt No: X777777

Received By: _____

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

1. Name: FELICITAS FUNKE RIEHLE 208-726-9588
Address: PO BOX 2881
KETCHUM ID 83340

2. Date of Priority: NOV 1, 1968

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	17E	13	NE	NW			BLAINE

5. Description of diverting works:
CULVERTS, PONDS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
AESTHETIC	01/01	12/31			2.50
AESTHETIC STORAGE	01/01	12/31			2.50
DIVERSION TO STORAGE	01/01	12/31	5.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETICS

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04N	17E	13	NE	NW		AES	

SCANNED
APR 2 2007

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

NONE

14. Remarks:

THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY
* KKC. {

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON
THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS
CONCERNING THE LOCATION OF THE POND.

15. Basis of Claim: BENEFICIAL USE

SCANNED
APR 27 2007

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: A37-04436
Date Received: 1/05/1989
Receipt No: M002453
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RANDALL T. COX 208-726-7430
Address: P.O. BOX 644
SUN VALLEY, ID 83353-0000
OR
Name: GLENDA A. COX 208-726-7430
Address: P.O. BOX 644
SUN VALLEY, ID 83353-0000

2. Date of Priority: NOV 01, 1968

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	13	NE	NW			BLAINE

5. Description of diverting works:
CULVERTS, PONDS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
AESTHETIC	01/01	12/31			5.00
AESTHETIC STORAGE	01/01	12/31			5.00
DIVERSION TO STORAGE	01/01	12/31	10.000		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
AESTHETICS

A37-04436

Page 1

Date: 01/05/89

COPY

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FEB 24 1989

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	17E	13	NE NW		AES	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

15. Basis of Claim: STATUTORY CLAIM

COPY

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FEB 24 1993

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): *D. Rindael Cox* Date: *5 Jan 89*

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 5th day

of JAN 19 89

Seal

Melvin Gene Gibson
Notary Public

Melvin Gene Gibson, Notary Public
Residing at Boise, Idaho

Residing at My Commission Expires September 2, 1994

My Commission Expires _____

COPY

Idaho Department Of Water Resources
Detail Receipt Summary Screen

A37-04436

Date: 12/27/90

Time: 15:19:30

Rec/No - M002453 AR/No -
From: - COX, RANDALL T.

Receipt Type - CK Doc/No - 885
Remarks -

MOST CURRENT RECEIPT

Receipt Date: 01/05/1989

Type Of Payment
ADJUDICATION FEE

Program	Acct	Class	Fee
410162	9337	6490	1050.00

Total Due - 1050.00

WR/No
A3704436

WR Fee
1050.00

WR/No

WR Fee

WR/No

WR Fee

(ENTER=CONTINUE)

(GOLD7=SELECTION SCREEN)

(GOLD8=CANCEL)

12/27/90

Filed in Mobile office Jan. 5, 1989.

FILE w/ PERMANENT FILE

Phil Corbin - STATE
OFFICE

COPY

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FEB 24 1993

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 37-4436

Date Received

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) RANDALL T. & GLENDA COX Phone (208) 726-7430Mailing Address BOX 644 SUN VALLEY Zip 833532. Date of Priority (Only one (1) per claim) NOVEMBER 1, 19683. Source of water supply (a) WARM SPRINGS CREEK
which is tributary to (b) BIG WOOD.4. a. Location of existing point of diversion is: Township 4N Range 17E Section 13
NE 1/4 of N.W 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of BLAINEAdditional points of diversion if any: NONE FOR POND.

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. TWO 18" CULVERTS
IN WARM SPRINGS CREEK DIVERT WATER 20'
INTO POND OF ABOUT 5 ACRE FEET CAPACITY FOR
TWO PITCHES FROM POND BACK INTO
WARM SPRINGS CREEK. SOME WATER
SEEPS UP INTO POND

COPY
MICROFILMED
FEB 24 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For AESTHETIC purposes from JAN 1 to DEC 31 amount 15.0 or 5

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 15.0 (cfs) and/or (b) 5 (acre feet)

8. Total consumptive use claimed is NONE acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) AESTHETICS

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4N	17E	13					X												

(J) X = P/U for aesthetics

Total number of acres irrigated N/A

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

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. 2 (TWO) DOMESTIC WELLS or None ()

14. Remarks: CULVERTS CARRY A MAXIMUM OF ABOUT 30 CFS DURING HIGH FLOWS. AMOUNT CLAIMED IS ABOUT 1/3 OF NORMAL FLOWS WE OWN LOTS 6 & 7 OF THE SUN VALLEY SUBDIVISION 1ST ADDITION SOME OF WHICH IS COVERED BY PORTION OF POND.

Last Name COX Ident No. 37-4436

COPIES: White - State, Yellow - Claimant
FEB 24 1993

SCALE LOTS 6 & 7 REPRESENT 1/2 ACRE

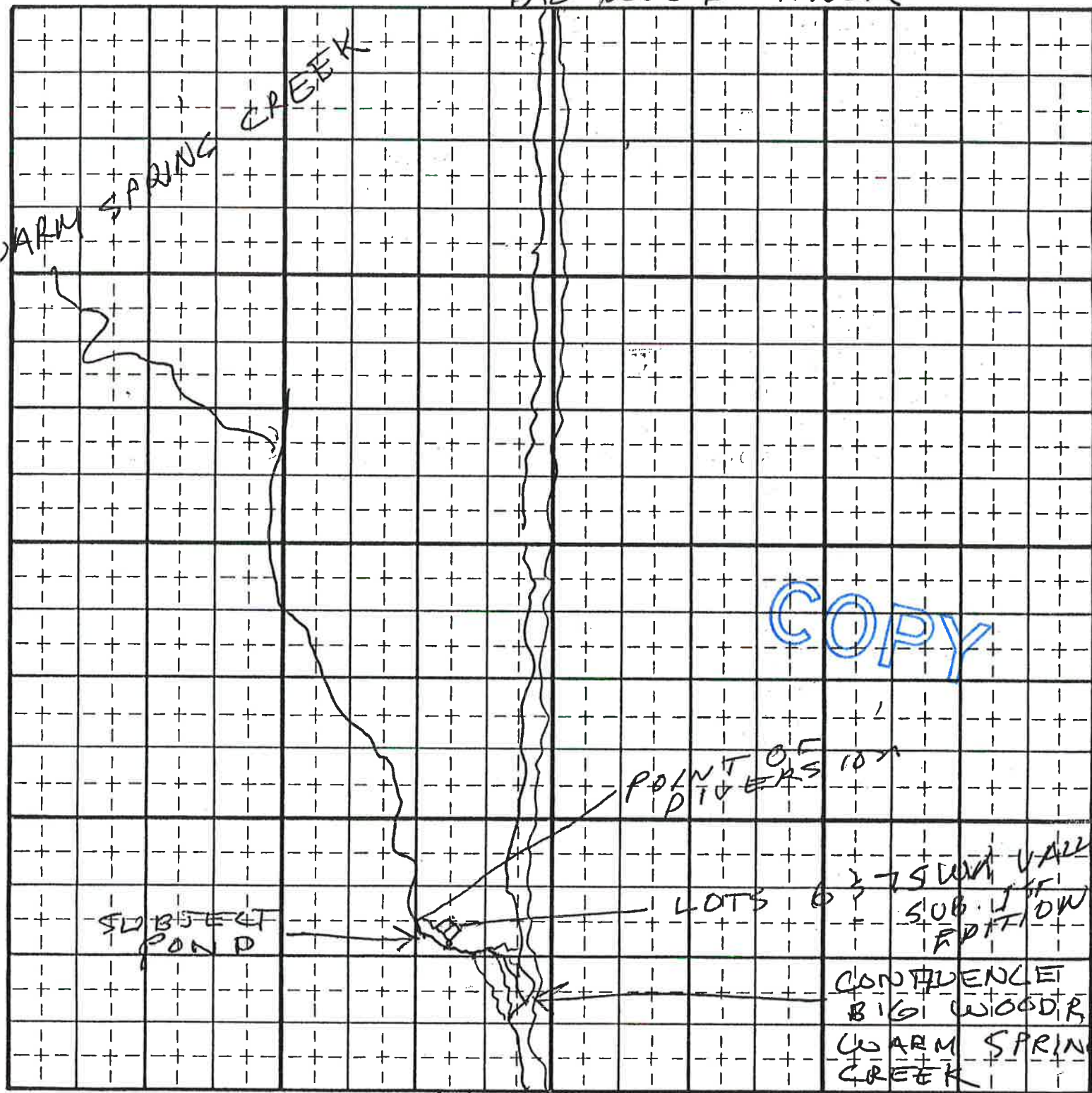
Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

SECTION TOWNSHIP RANGE

13 4N 17E

BIG WOOD RIVER



SCALE LOTS 6 & 7 REPRESENT 1/2 ACRE

Last Name

Cox

Ident No.

37-4436

Copies: White-State, Yellow-Claimant

FEB 24 1993

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit ☒
Decree _____
If applicable provide IDWR Water Right Number 37-4436
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Randall Cox Date 15 Oct 88
Glenda Cox Date Oct 15, 88

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

of N/A Title _____
Organization _____, that I have signed the foregoing
document in the space below as _____ of _____
Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 14th day of October 19 88

SEAL

Notary Public Quito D. McMurdo

Residing at Hailey

My Commission Expires July 16, 1991

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

COPY

MICROFILMED
FEB 24 1993

Last Name Cox Ident. Number 37-4436

Copies White-State, Yellow-Claimant

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

SEP 19 1997

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Southern 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 No(s): A37-04436
Adjudication Claim No(s): AJ0723NP
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.
Mr. Randall Cox
3. Name and Address of Former Owner/Claimant
PO Box 644, Ketchum, 83340
4. New Owner/Claimant(s)
Mrs. Felicitas Funke-Riehle
New Mailing Address
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
PO Box 2881
Ketchum Idaho 83340
City, State and ZIP Code
New Telephone Number
(208) 726-9588
5. Date you acquired the property
December 1, 1996
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS 5 Number of homes _____ Other uses _____ Aesthetics _____
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)
Felicitas Funke-Riehle
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

SCANNED
P. 12/1

Robert Korb, Esq.
Kneeland, Korb, Collier & Legg
128 Saddle Road
P.O. Box 249
Ketchum, Idaho 83340
(208) 726-9311

NOTICE OF APPEARANCE

COMES NOW Felicitas Funke-Riehle, and in connection with water right No. A37-04436, and Adjudication Claim No. AJ0723NP, makes appearance through her counsel, Robert Korb Esq., of the firm Kneeland, Korb, Collier & Legg of Post Office Box 249, Ketchum, Idaho 83340. All further correspondence should be directed to the above named counsel at said address.

DATED this 18 day of September, 1997.

Felicitas Funke-Riehle
Felicitas Funke-Riehle

Kneeland, Korb, Collier & Legg

By Robert Korb
Robert Korb

SCANNED

APR 2 2007



June 11, 1997

HAND DELIVER

CALUMET MORTGAGE CORPORATION OF IDAHO
Attn: Mary
Ketchum Office

Re: Our Order No. 22915
RIEHLE, Felicitas Funke
Amended Lot 6 - Sun Valley Subdivision First Addition Revise

Dear Mary:

Attached are the following document(s) relative to the above numbered order:

Extended Lenders Policy No. CW 1956901
Endorsements 100, 116, 8.1
ORIGINAL Deed of Trust recorded as Instrument No. 402263
ORIGINAL Assignment of Deed of Trust recorded as Instrument No.
402264

Thank you for the opportunity to work with you. If you have any questions, or if we can be of further assistance to you, please let us know.

Very truly yours,

SAWTOOTH TITLE COMPANY


Mindy J. Smith
Title Assistant

mjs

Attachment(s)

j:\escrow\forms\trans.2

SCANNED
17

SCHEDULE A

Order No.	22915	Policy No.	CW 1956901
Amount of Insurance	\$200,000.00	Premium	\$1,157.00
Date of Policy	May 28, 1997 at 3:49 p.m.		

1. Name of Insured:

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

2. The estate or interest in the land which is encumbered by the insured Mortgage is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

FELICITAS FUNKE-RIEHLE, a married woman, as her sole and separate property

4. The insured Mortgage and Assignments thereof, if any, are described as follows:

A Deed of Trust to secure an indebtedness in the principal sum of \$200,000.00, recorded May 28, 1997, as Instrument No. 402263.

Dated: May 22, 1997.

Grantor: Felicitas Funke-Riehle, a married woman as her sole and separate property.

Trustee: Sawtooth Title Company, an Idaho corporation.

Beneficiary: Calumet Mortgage Corporation of Idaho.

ASSIGNED TO and now held of record by Calumet Federal Savings and Loan Association of Chicago, by Assignment recorded May 28, 1997, as Instrument No. 402264.

5. The land referred to in this policy is described as follows:

Amended Lot 6 of the LOT LINE SHIFT PLAT SHOWING LOTS 6, 7 and 8 in BLOCK 5, SUN VALLEY SUBDIVISION, FIRST ADDITION, REVISED, according to the official plat thereof, recorded as Instrument No. 289064, records of Blaine County, Idaho.

SCHEDULE B

Order No. 22915
Policy No. CW 1956901

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

PART I

SECTION 1

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents and state deeds or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
2. General taxes for the year 1997, a lien not yet due and payable.
3. Levies and Assessments for service charges of the City of Ketchum, which are current.
4. Easements and Notes as shown on the recorded plat of said subdivision.
5. Restrictions contained in that certain Warranty Deed executed by Owen Simpson and Josephine Simpson, husband and wife, recorded September 3, 1976 as Instrument No. 168275.
6. Terms and Conditions contained in that Pond Easement, Release and Indemnity by and between Douglas J. Aanestad and Sherry Aanestad, husband and wife and Randall T. Cox and Glenda A. Cox, husband and wife, recorded April 18, 1994 as Instrument No. 364855.
7. Terms and Conditions contained in that Declaration of Easement, executed by Randall P. Cox and Glenda A. Cox, husband and wife, recorded November 12, 1996 as Instrument No. 396318.
8. Memorandum of Agreement on Right to purchase, by and between Randall P. Cox and Glenda A. Cox and Felicitas Funke-Riehle, recorded December 3, 1996 as Instrument No. 397061.

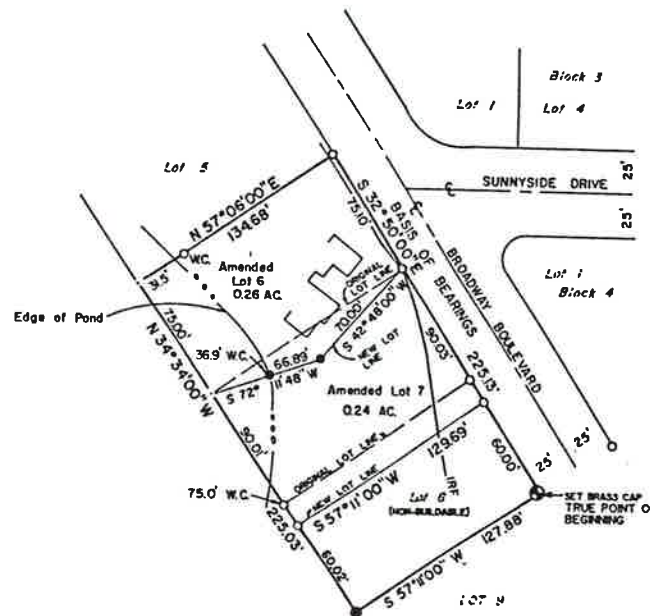
END SCHEDULE B

SCANNED

SCANNED
APR 11 2007



- Fnd. 1/2" Bar
- Set 1/2" Bar, Capped L.S. 3621
- Set 5/8" Bar, Capped L.S. 3621
- Brass Cap



1. Lot 8 is hereby joined with the adjacent unplatted parcel to the west as a future road access. (See Instr. No. 168277.)
2. Portions of these lots lie within the 100 year floodplain as defined by the 1977 Flood Insurance Study by HUD.

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

Sheet 1 of 2

ENDORSEMENT

Attached to Policy No **CW 1956901**

Issued by

First American Title Insurance Company

The Company hereby insures against loss which said Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2.
 - (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the Insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
 - (b) Unmarketability of the title to said estate or interest referred to in Schedule A by reason of any violations on said land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the Insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

BY

Samy Ull

AUTHORIZED SIGNATORY

SCANNED
12-02-2007



ENDORSEMENT

Attached to Policy No. CW 1956901

- (b) Resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
- 4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease referred to in Schedule A.

For purposes of this endorsement, the words "covenants", "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

SCANNER

APR 02 2011

ENDORSEMENT

Attached to Policy No.

CW 1956901

Issued by

First American Title Insurance Company

The Company assures the Insured that at the date of this policy there is located on said land

A single family residence

known as **501 Broadway Boulevard, Ketchum, ID 83340**

and that the map attached to this policy shows the correct location and dimensions of said land according to those records which under the recording laws impart constructive notice as to said land.

The Company hereby insures the Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

BY *Bonny Ull* AUTHORIZED SIGNATORY



SCANNED
APR 2 2007

ENDORSEMENT

Attached to Policy No. CW 1956901

Issued by

First American Title Insurance Company

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: None.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

BY *Samy Ulu* AUTHORIZED SIGNATORY



Idaho Department Of Water Resources
Detail Receipt Summary Screen

A37-04436

Date: 12/27/90
Time: 15:19:30

Rec/No - M002453 AR/No -
From: - COX, RANDALL T.

Receipt Type - CK Doc/No - 885
Remarks -

MOST CURRENT RECEIPT

Receipt Date: 01/05/1989

Type Of Payment
ADJUDICATION FEE

Program	Acct	Class	Fee
410162	9337	6490	1050.00

Total Due - 1050.00

WR/No	WR Fee	WR/No	WR Fee	WR/No	WR Fee
A3704436	1050.00				

(ENTER=CONTINUE)

(GOLD7=SELECTION SCREEN)

(GOLD8=CANCEL)

12/27/90

Filed in Mobile office Jan. 5, 1989.

FILE w/ PERMANENT FILE

Phil Corlen - STATE
OFFICE

SCANNED

APR 2 1997

MICROFILMED
FEB 24 1993

#22915

CALUMET MORTGAGE CORPORATION
OF IDAHO
400 SUN VALLEY ROAD EAST, #201
KETCHUM, IDAHO 83340

402263
BLAINE CO. REQUEST
OF: SAWTOOTH TITLE
97 MAY 28 PM 3 45
MARY GREEN, CLERK
FEES \$21

[Space Above This Line For Recording Data]

LOAN NO.

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MAY 22, 19 97
The grantor is FELICITAS FUNKE-RIEHLE, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY ("Borrower").
The trustee is SAWTOOTH TITLE COMPANY, ("Trustee").
AN IDAHO CORPORATION
The beneficiary is CALUMET MORTGAGE CORPORATION OF IDAHO,
which is organized and existing under the laws of IDAHO, and whose
address is 400 SUN VALLEY ROAD EAST, SUITE 201, ("Lender").
KETCHUM, IDAHO 83340
Borrower owes Lender the principal sum of

TWO HUNDRED THOUSAND AND 00/100 Dollars
(U.S. \$ 200,000.00). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on JUNE 1, 2012 . This Security Instrument secures to Lender: (a) the repayment of
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance
of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants
and conveys to Trustee, in trust, with power of sale, the following described property located in
BLAINE County, Idaho:

Amended Lot 6 of the LOT LINE SHIFT PLAT SHOWING LOTS 6,7 and 8 in
BLOCK 5, SUN VALLEY SUBDIVISION, FIRST ADDITION, REVISED, according
to the official plat thereof, recorded as Instrument No. 289064,
records of Blaine County, Idaho.

which has the address of 501 BROADWAY BOULEVARD
Idaho 83340 ("Property Address"); KETCHUM
[Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures
now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of
the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey
the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally
the title to the Property against all claims and demands, subject to any encumbrances of record.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

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LOAN NO. premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

LOAN NO. Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.

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as if no acceleration had occurred. However, this right to reinstate shall not apply in the use of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

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APR 10 2 2007

LOAN NO. 25: Riders to this Security Instrument. One or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<u>F. Funke-Riehle</u> FELICITAS FUNKE-RIEHLE	(Seal) -Borrower
_____	_____	(Seal) -Borrower
_____	_____	(Seal) -Borrower
_____	_____	(Seal) -Borrower

_____[Space Below This Line For Acknowledgment]_____

~~STATE OF IDAHO~~

On this May day of 22nd, 1997,
before me, Bernier,
state, personally appeared FELICITAS FUNKE-RIEHLE (Notary),
known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that
executed the same.

County ss:

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Commission valid until 70th birthday
Notary
My Commission Expires:
REQUEST FOR RECONVEYANCE
Notary Public residing at: Hanstedt, Germany



TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person of persons legally entitled thereto.

Date: _____

SCANNED
APR 7 2007

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

Witnesses:

F. Funke-Riehle (Seal)
FELICITAS FUNKE-RIEHLE -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

-[Space Below This Line For Acknowledgment]

STRATEGY

On this May day of 22nd, 1997,
before me, Berner, a Notary Public in and for said county and
state, personally appeared FELICITAS FUNKE-RIEHL (Notary)
known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that
executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Commission valid until 70th birthday James Wotter
Notary Public residing at: Hanstedt, Germany

RECORDING REQUESTED BY #22915

WHEN RECORDED MAIL TO:

CALUMET MORTGAGE CORPORATION
OF IDAHO
400 SUN VALLEY ROAD EAST, #201
KETCHUM, IDAHO 83340

Loan No:
Title Order No:
Escrow No:

Space above this line for Recorder's use

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value received, the undersigned hereby grants, assigns and transfer to
CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
all beneficial interest under that certain Note and Deed of Trust dated MAY 22, 1997
executed by FELICITAS FUNKE-RIEHLE, A MARRIED WOMAN AS HER SOLE AND
SEPARATE PROPERTY

to SAWTOOTH TITLE COMPANY,,
AN IDAHO CORPORATION

and recorded as Instrument No. 402263
Page/Image
BLAINE

on 5-28-97

in Book/Reel

, Official Records in the County Recorder's office of
County, IDAHO

, describing land therein as:

Amended Lot 6 of the LOT LINE SHIFT PLAT SHOWING LOTS 6,7 and 8 in
BLOCK 5, SUN VALLEY SUBDIVISION, FIRST ADDITION, REVISED, according
to the official plat thereof, recorded as Instrument No. 289064,
records of Blaine County, Idaho.

, Trustor,

, Trustee,

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest,
and all rights accrued or to be accrued under said Deed of Trust. Dated May 22, 1997

STATE OF IDAHO) S.S.
COUNTY OF Blaine)

On May 22, 1997 before me,
the undersigned, a Notary Public in and for said State,
personally appeared

CALUMET MORTGAGE CORPORATION OF IDAHO

Susan Northrop
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) who executed the
within instrument as Vice
President and
Secretary, on behalf of Calumet Mortgage Corp. of Idaho
the corporation therein named, and acknowledged to me
that such corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of
directors.

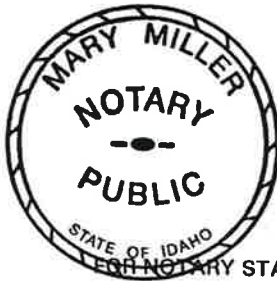
By: Susan Northrop

WITNESS my hand and official seal:

Signature

Commission Expires: 3/1/2000

CFS-102 (03/95)



SCANNED
APR 11 2007

Nummer 158 der Urkundenrolle für 1997

Vorstehende, vor mir am 22.05.1997 gefertigte Namensunter-
schrift der

Frau Felicitas Funke-Riehle geb. Funke

Unter den Eichen 16, 21439 Marxen

von Person bekannt

beglaubige ich.

Hanstedt, den 22. Mai 1997


Notar



Kostenrechnung:

(§§ 141,154 BKO)

Geschäftswert 200.445,-- \$ x 1,68 DM = 336.747,60 DM

Gebühr §§ 141,32, 45 DM 155,--

Gebühr §§ 146 DM

Gebühr §§ 58 DM

Schreibauslagen § 136 DM

Ent.f.Postdienstl. § 152 II Nr. 1a DM

DM 155,--

15 % MWSt § 151a DM 23,25

DM 178,25

=====


Notar

HIT SUSAN NORTON RUP

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

PURCHASE PRICE \$ 700,000 SEVEN HUNDRED THOUSAND & NO/100

Seller: Cox

Buyer: FELICITAS FUNKE - RIENLE (AS HER SOLE AND SEPARATE PROPERTY)

Legal Description: LOT 6, BLOCK 5, SUN VALLEY SUB, KETCHUM, IDAHO

Property Address: 501 BROADWAY BLVD, KETCHUM, IDAHO

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

TERMS

The purchase price is payable as follows:

- \$ 350,000 Cash or certified funds at closing, including Earnest Money.
- \$ 350,000 Seller Financing - See Financing/Other Terms.
- \$ 700,000 Total Purchase Price - Not including closing costs.

EARNEST MONEY

\$ 30,000

THIRTY THOUSAND & NO/100

Deposit Evidenced By: ☒ Personal Ck. ☐ Cashier's Ck. ☐ Cash ☐ Other

Earnest Money to be deposited in trust account upon acceptance by all parties.

Deposit Held By: ☐ Listing Broker ☐ Selling Broker ☒ Sawtooth Title

INSPECTION

This offer is contingent upon Buyer's inspection of the premises and acceptance of the condition of the premises.

N/A ☐

Buyer shall have the right to conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost. Seller shall provide reasonable access for such inspections. Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections. Buyer shall complete any inspections within 10 calendar days after mutual acceptance of this agreement.

If Buyer has not waived or satisfied this contingency in writing on or before OCT. 11, 1996 this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

FINANCING

This Agreement is contingent on Buyer securing the following financing:

N/A ☐

Buyer agrees to make a best effort to obtain such financing and to make written application within 7 DAYS days after mutual acceptance of this Agreement.

☒ New Loan Amount \$350,000

☐ Assume Existing Loan(s)

Maximum interest %

Maximum interest

Years

Other Terms

Type of Loan:

Conventional ☒

FHA ☐

VA ☐

Fixed Rate ☐

Adjustable Rate ☐

If Buyer has not waived or satisfied this financing contingency in writing on or before OCT 18, 1996 this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

SALE OF BUYER'S PROPERTY

This offer is contingent on the closing of a sale of Buyer's property located at:

N/A ☒

If Buyer has not waived or satisfied this contingency in writing on or before this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

BUMP CLAUSE

N/A ☒

This Agreement provides for the Seller to continue to market the premises and accept other offers until Buyer waives or satisfies the contingencies specified in this Agreement. Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer written notice of such new offer.

In the event the Buyer does not waive or satisfy all contingencies in writing within calendar days after receipt of such notice, then this Agreement shall terminate and all deposits returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

OTHER CONTINGENCIES

N/A ☒

If Buyer has not waived or satisfied this/these contingency(ies) in writing on or before this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

DOCUMENT # MOF 002/MM

DATE 9/2/1996

SCANNED
APR 2 2007

INCLUDED ITEMS

KITCHEN APPLIANCES

EXCLUDED ITEMS

Owners personal property

COSTS TO BE PAID BY	Appraisal	Loan Assumpt.	Title Ins.	Well Inspt.	Septic Insp.	Septic Pumping	Closing Agent Fee			Long-Term Escrow	
										Set Up	Service
Buyers	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Seller	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☐	☐	☐	☐	☒	☐	☐	☐	☐
N/A	☐	☒	☐	☒	☒	☒	☐	☐	☐	☐	☐

Responsible Closing Broker/Office: RICHARD FENTON / MCCANN DERECH FENTON REALTORS

Responsible Closing Agency/Title Company: SAWTOOTH TITLE

CLOSING DATE December 1, 1996 POSSESSION DATE ☐ On the closing date ☒ July 1, 1996

AGENCY DISCLOSURE

Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received. SEE ATTACHED ADDENDUM

At the time of signing this agreement:

☐ The agent working with the buyer represented:☐ The agent working with the seller represented:

Or

☐ Dual Agency

Listing

Agent BS
 Agency MOF
 Phone

Selling

Agent MM
 Agency MOF
 Phone

ADDITIONAL TERMS

- ① ACCESS TO WARMSPRINGS Creek included.
- ② BUYER AND SELLERS TO AGREE UPON MARKET RENT FOR PERIOD OF DEC. 1, 1996 to July 1, 1997. Sellers will continue to pay UTILITIES AND BUYER WILL pay PROPERTY TAXES.
- ③ Sellers will GRANT A RIGHT OF FIRST REFUSAL TO LOT 7A to the buyer

OFFER EXPIRES ON Date 9/22/96 Time 5:00 pm MDT

1. Withdrawal of Offer: Buyer can withdraw offer at any time before written acceptance by notifying selling broker's office in writing.

2. Closing Date: On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, and assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing date.

3. Closing Costs: Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4. Included Items: All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5. Existing Loans: Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

6. Disclosure: If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this agreement provide to the Buyer "Sellers' Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer based upon information contained in the report.

7. "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-8302(12).

8. Counterparts: This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument.

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

DOCUMENT # MOF002/MM

SCANNED

AT 11/1/2007

10. Agent Representations. The agents representing the Buyer and Seller in this transaction do not make any representations regarding flood plain, avalanche zone, hazardous waste or other physical factors. It is recommended that the Buyer seek opinions from qualified professionals regarding these factors.

11. 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 elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever is less, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

12. Extended Coverage Title Policy. A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the premises may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. For example, Idaho law allows workmen who have built a new home or repaired or remodeled an existing one to file liens against the premises for a period of time after they last worked on the home. The debt in such case will become a lien or a claim against the premises itself, and, if not paid by the Seller must be paid by the Buyer to protect the equity in the home. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for extended coverage title policy, there may be other costs involved (i.e., survey, additional closing fees). Such a policy may protect the Buyer against problems such as above. Of course, even an "extended coverage" policy contains exclusions and will not protect the Buyer against all possible problems or risks involved in buying property. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

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

14. Default by Seller. It is agreed that if the title of said premises is not marketable, or cannot be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled.

15. Default by Buyer. If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled. In the case of option (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the Money, one-half (1/2) to the Seller and one-half (1/2) to the Seller's broker, provided that the amount to be paid to the Seller's broker shall not exceed the broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

16. Interpleader. In the event of a dispute between Seller and Buyer as to the Earnest Money, the holder of the Earnest Money shall be entitled to file an interpleader action in a court of competent jurisdiction, as provided by statute.

17. Attorney's Fees. If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

18. Risk of Loss. Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the premises be materially damaged by fire or other cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's agent and shall be entitled to a full refund of the earnest money.

19. Entire Agreement. This agreement contains the entire agreement of the parties respecting the matters herein set forth and supersedes any prior agreements or negotiations respecting such matters. No agreements, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

20. This is intended to be a legally binding contract. If not understood, the Parties are advised to seek the advice of an attorney.

21. Time is of the Essence in this agreement.

BUYER(S) SIGNATURE

Buyer **FELICITAS FUNKE-RIENLE**
Address
City, State, Zip
Home Phone
Business Phone
Date **9/21/96**

Signature

F. Funke-Rienle

Buyer
Address
City, State, Zip
Home Phone
Business Phone
Date

Signature

SELLER(S) SIGNATURE

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

Seller
Address
City, State, Zip
Home Phone
Business Phone
Date

Signature

Seller
Address
City, State, Zip
Home Phone
Business Phone
Date

Signature

DOCUMENT # **MDF002/MM**

SUBJECT TO COUNTEROFFER

SEE ADDENDUM

22-12299

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Douglas J. Aanestad, Esq.
HOGUE, SPECK & AANESTAD
Post Office Box 987
Ketchum, Idaho 83340

RECEIVED

JUN 03 1998

Department of Water Resource
Southern Region

(Space above line for Recorder's use.)

POND EASEMENT, RELEASE AND INDEMNITY
(Aanestad/Cox)

THIS POND EASEMENT, RELEASE AND INDEMNITY is made this
15th day of April, 1994, by and among DOUGLAS J.
and SHERRY AANESTAD, husband and wife ("Aanestad"), and RANDALL
T. and GLENDA A. COX, husband and wife ("Cox").

Aanestad owns Lots 9A and a portion of Lot 8A (the
"Aanestad Property") of Sun Valley Subdivision, First Addition
Revised, Block 5, Lots 8, 9 and Amended Lot 7 as generally
depicted on the map attached hereto as Exhibit A.

Cox owns Amended Lot 6 and Lot 7A (the "Cox Property")
of Sun Valley Subdivision, First Addition Revised, Block 5, Lots
8, 9 and Amended Lot 7 as generally depicted on the map attached
hereto as Exhibit A.

On December 22, 1993, Aanestad and Cox entered
into a Purchase and Sale Agreement wherein they agreed to grant
each other an easement for the use of a pond (the "Pond")
partially located on their respective properties. The
approximate location of the Pond is generally depicted on the map
attached hereto as Exhibit A and incorporated herein by
reference.

Both parties covenant and agree with the other that the
Pond shall remain a pond in perpetuity.

Each of the parties hereby grants to the other a non-
exclusive perpetual easement for use of the Pond for reasonable
recreational purposes including floating, swimming, fishing, and
ice skating all in a manner consistent with the historical use of
the Pond for such purposes and with respect for wildlife provided
that neither party shall be obligated to purchase additional
water rights to insure such use of the Pond and provided further
that no use of the Pond shall unreasonably interfere with the
comfortable enjoyment of either party's property.

Aanestad releases and discharges and agrees to
indemnify Cox from any claim, cause of action, damage, loss,
liability, expense, or cost relating to or arising out of use of
the Pond by Aanestad or Aanestad's agents, guests or invitees.

SCANNED

APR 02 2007

Cox releases and discharges and agrees to indemnify Aanestad from any claim, cause of action, damage, loss, liability, expense, or cost relating to or arising out of use of the Pond by Cox or Cox's agents, guests or invitees.

This Pond Easement, Release and Indemnity and the rights and obligations granted herein shall be perpetual, run with the land, and inure to the benefit of, obligate, be enforceable by and be binding upon the heirs, successors and assigns of Aanestad and Cox provided, however, that upon conveyance of the Aanestad Property, Aanestad's obligations hereunder shall cease and all such obligations shall pass to Aanestad's successor in interest to whom Cox shall solely look for performance; and provided further that upon conveyance of the Cox Property, Cox's obligations hereunder shall cease and all such obligations shall pass to Cox's successor in interest to whom Aanestad shall solely look for performance.

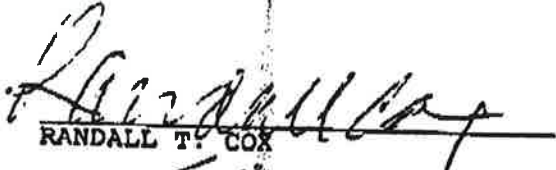
TO HAVE AND TO HOLD this Pond Easement, Release and Indemnity with all appurtenances, unto Aanestad and Cox, their heirs, successors and assigns forever.

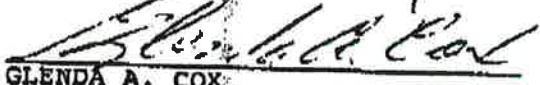
AANESTAD:


DOUGLAS J. AANESTAD


SHERRY AANESTAD

COX:


RANDALL T. COX


GLENDA A. COX

SCANNED
APR 22 2007

STATE OF IDAHO

County of Blaine

) ss.

On this 15th day of April, 1994, before me, the undersigned Notary Public in and for said state, personally appeared DOUGLAS J. and SHERRY LANESTAD, known or identified to me to be the persons whose names are subscribed to the foregoing 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 above written.

Buckley A. Becker
Notary Public for Idaho
Comm. Expires: 2/2/99

STATE OF IDAHO

County of Blaine

) ss.

On this 15th day of April, 1994, before me, the undersigned Notary Public in and for said state, personally appeared RANDALL T. COX and GLENDA A. COX, known or identified to me to be the persons whose names are subscribed to the foregoing 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 above written.

Cathy K. Buck
Notary Public for Idaho
Comm. Expires: 12-14-95

RECEIVED
SUN VALLEY TITLE

APR 22 1994

364855

rb\dja\cox.ssm
April 15, 1994

12.00

1000

2600.00

SCANNED
APR 22 2001

#22361

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

KNEELAND, KORB, COLLIER & LEGG
Post Office Box 249
Ketchum, Idaho 83340
KKC&L File No. 6916

JUN 03 1998

Department of Water Resources
Southern Region

MEMORANDUM OF AGREEMENT

THE UNDERSIGNED are signators to that certain Right to Purchase Agreement, dated the 27 day of November, 1996, which refers to their agreement in connection with the right to purchase certain real property located in Blaine County, State of Idaho, described as:

Amended Lot 6 of the Lot Line Shift Plat Showing Lots 6, 7, and 8 in Block 5, Sun Valley Subdivision, First Addition, Revised, according to the official plat thereof, recorded as Instrument No. 289064, records of Blaine County, Idaho.

The Parties intend by executing this Memorandum of Agreement to give notice to the public of their interest in the Property and their respective rights and responsibilities in connection with the right to purchase. A copy of the Right to Purchase Agreement is on file with the office of Kneeland, Korb, Collier & Legg, P.O. Box 249, Ketchum, Idaho 83340.

Dated this 27th day of October, 1996.

Randall P. Cox
Randall P. Cox

Glenda A. Cox
Glenda A. Cox

Felicitas Funke-Riehle
Felicitas Funke-Riehle

397061

pd

BLAINE CO. REQUEST

OF: **SAMTOOTH TITLE**

'96 DEC 3 PM 3 30

MARY GREEN, CLERK mfp

FEES \$

agreements
(113)

STATE OF IDAHO)
) ss.
County of Blaine)

On this 27th day of November, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared Randall P. Cox and Glenda A. Cox, known to me to be the persons whose names are subscribed to the foregoing 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 in this certificate first above written.

(seal)



Marla G. Mink
NOTARY PUBLIC for Idaho
Residing at Belleme
Commission Expires 12/01/2000

STATE OF Germany)
County of Lower Saxony) ss.

On this 22nd day of November, 1996 before me, the undersigned, a Notary Public in and for said Germany, personally appeared Felicitas Funke-Riehle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

(seal)

Jms
NOTARY PUBLIC for Germany
Residing at New York
Commission Expires at death



realwk\felicitas.mma

SENT BY: Xerox Telecopier 7021 : 11-26-98 : 2:55PM : KNEELAND LAW OFFICE-

+49 4185 5072: # 2

RECEIVED

001-208-726-45415

JUN 03 1998

Department of Water Resources
Southern Region**RIGHT TO PURCHASE**

THIS AGREEMENT made this _____ day of November, 1996, by and between Randall P. Cox and Glenda A. Cox, husband and wife ("Cox") and Felicitas Funke-Riehle ("Funke-Riehle"), a married woman, as her sole and separate property.

1. Recitals. This Agreement is made in contemplation of the following facts and purposes:

A. Cox is the owner of Amended Lot 7 of the Lot Line Shift Plat SHOWING Lots 6, 7 and 8 in Block 3, Sun Valley Subdivision, First Addition, Revised according to the official plat thereof recorded as Instrument No. 289064, records of Blaine County, Idaho ("Property").

B. Cox and Funke-Riehle are parties to a Real Estate Purchase and Sale Agreement dated September 21, 1996, under and by virtue of which Cox has agreed to grant to Funke-Riehle the right to purchase the Property on the terms and conditions contained herein.

2. Right of First Offer. If Cox determines to sell the Property, Cox shall notify Funke-Riehle of the price and payment terms on which Cox will be willing to sell. If Funke-Riehle, within ten (10) days after receipt of Cox's notice, indicates in writing her agreement to purchase the Property on the terms stated in Cox's notice, Cox shall sell and convey the Property to Funke-Riehle on the terms stated in the notice. If Funke-Riehle does not indicate her agreement within ten (10) days, Cox shall thereafter have the right to sell and convey the Property to a third party for the same price and on the same payment terms stated in the notice, and without complying with the provisions of paragraph 2, below.

RECORDED

SCANNED
APR 1 2007

SENT BY FAX Telecenter 7031 11 00 00 1 2105PM 1 ANNELAND LAW OFFICE

+49 4185 5072:W 3

3. Right of First Refusal. If Cox receives a bona fide written offer to purchase the Property from a third person for a price and payment terms materially different from those offered Funke-Riehle pursuant to paragraph 1, above, Cox shall deliver a copy of said offer to Funke-Riehle. If Funke-Riehle, within ten (10) days after receipt of the offer, indicates in writing her agreement to purchase the Property for the price and on the payment terms contained in the offer, Cox shall sell and convey the Property to Funke-Riehle for the price and on the terms contained in the offer. If Funke-Riehle does not indicate her agreement within ten (10) days of receipt of the offer, Cox shall have the right to sell the Property to a third party for the price and on the payment terms contained in the offer. ~~As used herein, the term "sale" shall not include a two party exchange of the Property for other like kind property.~~ 11-27-96 JFR

4. Termination. This Agreement and all Funke-Riehle's rights hereunder shall terminate on the earlier of (a) ~~December 1, 2000~~; or (b) Funke-Riehle's failure to consummate the purchase of the Property after exercising her rights under either paragraph 1 or 2, above; or (c) Funke-Riehle's conveyance of title to the real property described as Amended Lot 6, Block 5, Sun Valley Subdivision, First Addition Revised, Blaine County, Idaho; or (d) if Cox conveys the Property to a third party after complying with the requirements of this Agreement; or (e) ~~Cox constructs a residence on the Property.~~

5. Assignment. Funke-Riehle may not assign this Agreement or any rights or interest hereunder. The parties shall record a Memorandum of this Agreement with the Blaine County Recorder. On the date hereof, Funke-Riehle shall execute in recordable form a quitclaim deed to the Property which shall be held by _____, together with irrevocable

SCANNED
APR 2 2007

instructions to deliver the same to Cox upon Cox's certification that the Agreement has terminated as provided in paragraph 3.

6. Notice. Any notice, demand, request, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally, or sent by prepaid first class mail, or transmitted by facsimile at the address and number set forth below:

Felicitas Funke-Riehle
Unte Den Eichen 16

D-2091 21431

Marxen, Germany

Fax No. 011-44-4185-5072

Randall and Glenda Cox

P. O. Box 644

Sun Valley, Idaho 83353

Fax No. _____

With a copy to:

Michael McLann

P. O. Box 630

Ketchum, Idaho 83340

Fax No. (208) 726-0757

Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

7. Attorneys' Fees. In the event any party is required to bring any action at law or in equity against any other party to enforce any of the terms hereof, the losing party hereby agrees to pay to the prevailing party reasonable attorneys' fees as may be fixed by the court.

8. Necessary Acts. Each party agrees to perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.

9. Idaho Law. This Agreement is executed under and in conformance with the laws of the State of Idaho and is to be governed thereby.

SCANNED
March 7 2007

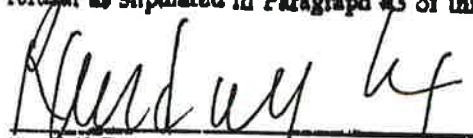
SENT BY: Xerox Telecopier 7021 : 11-28-96 : 2:57PM ; KNEELAND LAW OFFICE
NOV 28 '96 12:57 PM MCCANN DAECH FENTON 208 728 0757 TO 7264515

+49 4185 5072: # 6
P.04/04

ADDENDUM TO
RIGHT TO PURCHASE
FUNKE-RIEHLE/COX

1. Paragraph #4 Termination, item (a) is hereby amended to December 1, 2006.
2. Paragraph #4 item (a) is hereby amended to "if Cox constructs a residence on the property, Funke-Riehle shall have the right of first offer as stipulated in Paragraph #2 of this agreement, but not the right of first refusal as stipulated in Paragraph #3 of this agreement."


Felicitas Funke-Riehle


Randall T. Cox


Glenda A. Cox

SCANNED
APR 12 2007

SUN VALLEY SUB., 1ST ADD., REV. BLOCK 5 REPLAT OF LOT 4 and LOT 7A.

SHEET 1 OF 2 SHEETS

August 1994

T4N, R17E, B.M. SEC. 13 SE1/4 NE1/4 NW1/4
KETCHUM BLAINE COUNTY IDAHO

AUGUST 1994

FLOODPLAIN NOTE

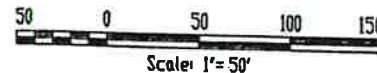
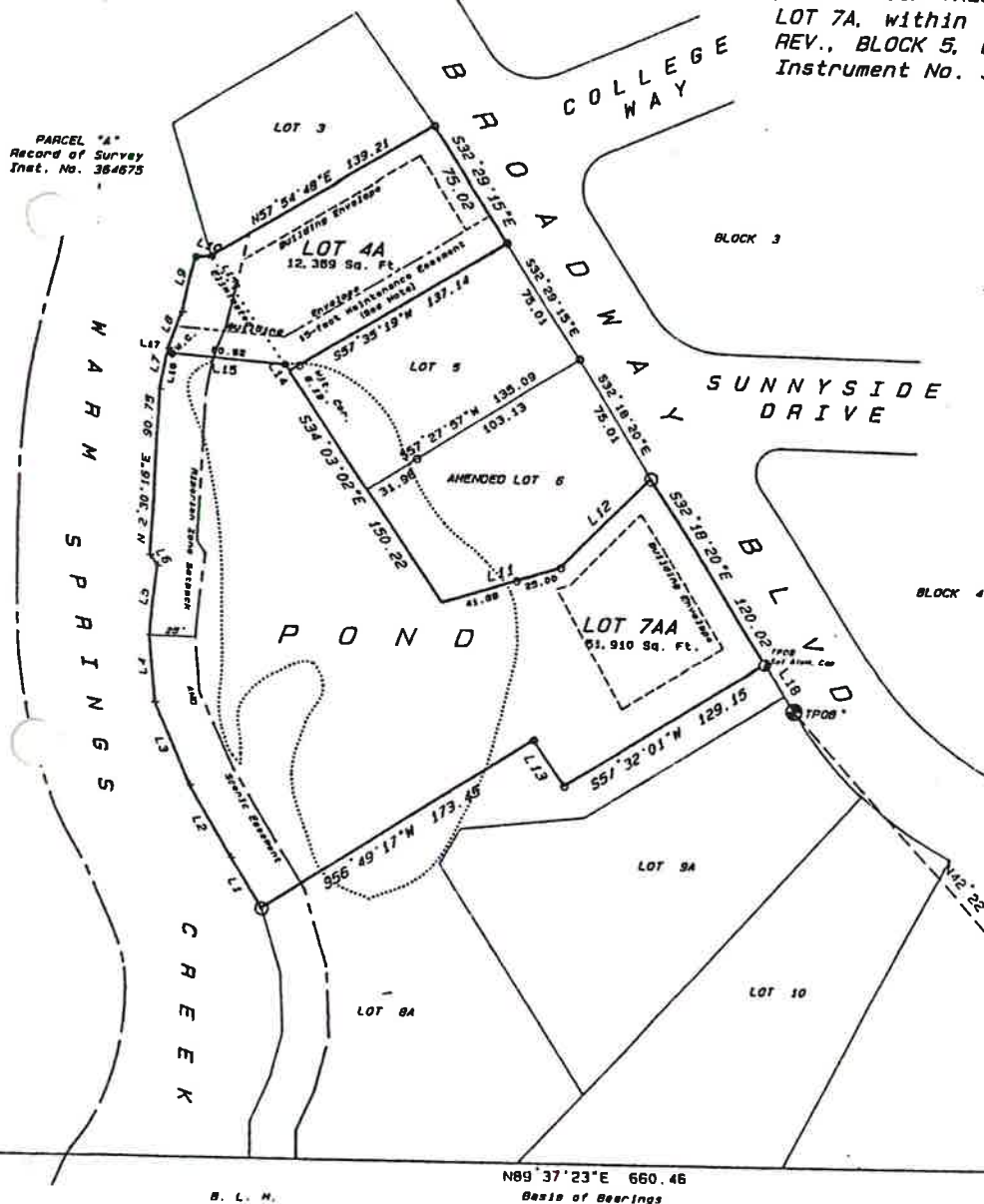
Lots 4A and 7AA lie within the 100-year floodplain, based upon the "Flood Insurance Study, City of Ketchum, Blaine County, Idaho" December 1977, U.S. Department of Housing and Urban Development, Federal Insurance Administration. Sheet flooding can and will occur within these lots.

A lot line shift between Lot 4, within the original plat of SUN VALLEY SUBD., 1ST ADD., REVISED and LOT 7A, within the plat of SUN VALLEY SUB., 1ST ADD., REV., BLOCK 5, LOTS 8, 9 AND AMENDED LOT 7 (filed under Instrument No. 364818

LINE TABLE

No.	Direction	Length
1	N31°29'18"W	31.73
2	N30°12'13"W	45.25
3	N23°18'18"W	49.10
4	N 5°12'50"W	37.44
5	N 8°08'43"E	38.05
6	N38°41'25"W	7.24
7	N10°50'24"E	22.88
8	N19°51'48"E	21.70
9	N12°00'43"E	34.08
10	S74°08'38"E	8.17
11	N72°12'32"E	68.89
12	N43°32'48"E	70.18
13	N34°03'02"W	30.01
14	N34°03'02"W	4.45
15	N85°47'13"W	83.05
16	N10°50'24"E	19.80
17	N10°50'24"E	3.08
18	N32°18'20"W	30.02

PARCEL "A"
Record of Survey
Inst. No. 364675



NOTES

1. A 10-foot wide Fisherman's Easement is dedicated to the public along the easterly bank of Warm Springs Creek which shall shift with the bank as it moves. (Said Easement lies within the Riparian Zone Setback and Scenic Easement, as shown).
2. A 25-foot wide Riparian Zone Setback and Scenic Easement shall exist along the easterly bank of Warm Springs Creek upon which no structure is permitted and that riparian vegetation shall be maintained in its natural state.
3. A 5-foot wide Public Utility Easement exists along all property lines.
4. MEAN HIGH WATER: The westerly boundary of Lot 7AA and Lot 4A was surveyed in January, 1994 and is the Mean High Water mark of Warm Springs Creek.
5. No structures or fences shall be located southwest of the former lot line marked "Line Eliminated" (as shown) within Lot 4A.
6. No structures shall be located outside of the designated building envelope within Lot 7AA.
7. For purposes of these notes and the Easements set forth above, "structures" shall mean anything constructed upon or indefinitely attached to the property above existing grade.
8. A 15-foot wide access easement for the maintenance of the pond shall run through Lot 4A (as shown) for the benefit of Lot 7AA. Said easement shall be in perpetuity and for the exclusive purpose of maintaining the pond and the easterly bank of Warm Springs Creek. The owner of Lot 7AA shall be responsible for any damage to said easement caused by maintenance of said pond.

WHILE THE MAP IS A PHOTOGRAPHIC REPRODUCTION OF THAT ON FILE IN EITHER THE RECORDS OR SURVEYORS OFFICE, THIS COMPANY ASSUMES NO LIABILITY FOR ERRORS, IF ANY, WITH ANOTHER OR RE-SURVEY.

SUN VALLEY TITL
P. O. BOX 2385
KETCHUM, IDAHO 83340
(208) 726-8341



LEGEND

- Found 1/2" diam. rebar
- Set 1/2" x 24" rebar w/cap
- Found 5/8" diam. rebar
- ⊙ Set 5/8" x 30" Rebar w/cap
- ⊕ Brass Cap

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____

South Central District Health Dept. IDP

Order No. 22854

WARRANTY DEED

402294
Deal
BLAINE CO. REQUESTOF: **SAWTOOTH TITLE**

FOR VALUE RECEIVED

RANDALL T. COX and GLENDA A. COX, husband and wife

'97 MAY 29 AM 10 49

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MARY GREEN, CLERK *no*

GALENA MOON COMPANY TWO, L.L.C, an Idaho Limited Liability Company

FEES \$ 3⁰⁰

GRANTEE(s) whose address is: Unter den Eichen 16, D-21438 Marxen Germany

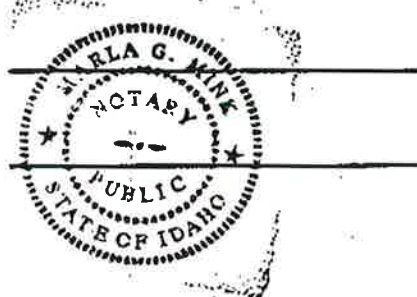
the following described real property in Blaine County, Idaho, to wit:

Lot 7AA of SUN VALLEY SUBDIVISION, FIRST ADDITION REVISED, BLOCK 8 REPLAT OF LOT 4 AND LOT 7A, according to the official plat thereof, recorded as Instrument No. 370463, records of Blaine County, Idaho.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 9, 1997

Randall T. Cox
RANDALL T. COX*Glenda A. Cox*
GLENDA A. COX

State of Idaho

County of Blaine

On this 27th day of May, in the year 1997, before me, the undersigned, personally appeared RANDALL T. COX and GLENDA A. COX, 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 the same.

WITNESS my hand and official seal.

Maria G. Mink
Notary Public
Residing at *Belleme*
Commission Expires: *12/01/2000*SCANNED
APR 07 2007

01/11/2007

RECEIVED

JAN 22 2007

DEPT. OF WATER RESOURCES
SOUTHERN 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: January 19, 2007

Water right number: 37-4436

GM LLC

PO BOX 757

HAILEY ID 83333

Telephone Number: (208)788-1100

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

PLEASE SEE ATTACHED, IF YOU REQUIRE

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

FURTHER "PROOF" I WILL ATTEMPT TO

ACQUIRE IT FROM OWEN'S GRANSON,

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

PATRICK SIMPSON, AND THE EXCAVATOR
WHO INSTALLED THE CULVERT IN 1968.

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

DATE:

4/19/07

SIGNATURE:

[Signature]

Please print your name:

Robert Bloomfield

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, 2087363033

IF THERE ARE OTHER ISSUES,
SUCH AS ~~THE~~ CONFUSION OVER WHO
OWNS THIS RIGHT DUE TO IT
BEING APPURTENANT TO 4 LOTS,
PLEASE ADVISE SO WE ARE AWARE
OF THE INTENT OF YOUR RECOMMENDATION.

Greg Bloomfield

From: Greg Bloomfield [greg@wri.to]
Sent: Wednesday, April 20, 2005 4:36 PM
To: 'pjl72@aol.com'
Subject: FW: 37-4436 evidence of priority- 445 Broadway Blvd.

Hi Penny, Here is the email I received after discussing IDWR's April 15th letter with Kelley Christensen of their Twin Falls office ealier today. The letter requested "evidence of priority" dating or proof that the water right applied for and issued had actually been constucted. From the content of his comments below and our phone call, it appears that no response is required to their April 15th letter indicating a reply by date of June 17,2005, as the "proof" is already in their file. In our conversation, Kelley indicated the letter was sent to all similar rights holders without regard to the contents of IDWR's file. Please pass this on to Paul Kenney for transmission to his client. Thanks,

Greg Bloomfield
Wood River Insurance, Inc
410 N. Main St.
Hailey ID, 83333
208-788-1100 Ph
208-788-4988 Fax

SEE THIS

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-----Original Message-----

From: Christensen, Kelly [mailto:Kelly.Christensen@idwr.idaho.gov]
Sent: Wednesday, April 20, 2005 4:11 PM
To: 'greg@wri.to'
Subject: 37-4436 evidence of priority

I have partially reviewed the claim file and have noted that there is evidence of priority submitted by Randall T Cox indicating that the pond was first filled in October or November of 1968. Based upon initial review it appears that the affidavit satisfies the evidence of priority request.

Kelly K Christensen
Sr Water Resource Agent
IDWR

4/21 - PENNY - UPON RECEIPT
OF MR MORRISON'S 4/20 LETTER,
I AGAIN TALKED TO IDWR'S KENNY
CHRISTENSON AND HE FAXED ME
THIS PROOF FROM THEIR FILE -
SEE MY EMAIL OF YESTERDAY AS WELL

Claimants Name:

Ms. Felicitas Funke-Riehle
P.O. Box 2881
Ketchum ID 83340

AND THE ATTACHED BROCHURE
WHICH CAME W/ THE ORIGINAL
IDWR LETTER (APRIL 15)

Attorney Name & Address:

James P. Speck
Speck & Aarnestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752

RECEIVED
OCT 19 1998

Department of Water Resources

RECEIVED
OCT 23 1998

Department of Water Resources
Southern Region

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

AFFIDAVIT OF RANDALL T. COX

DESCRIPTIVE SUMMARY

This is an affidavit in support of the elements of Claim [REDACTED] based upon beneficial
use.

AFFIDAVIT

STATE OF IDAHO)
)
COUNTY OF BLAINE) SS.

I, RANDALL T. COX, being duly sworn, under oath, depose and state as follows:

1. I am over the age of eighteen (18) years, a have been a resident of Blaine County, Idaho for 26 years.
2. In 1972, I spoke to Owen Simpson who owned all of the lands which now forms Sun Valley Subdivision, First Addition, Revised, in the City of Ketchum, Idaho. He was planning to subdivide the property at the time and I was interested in acquiring a lot. Owen told me he had installed a culvert in October or November, 1968 to divert water from Warm Springs Creek into a depression separated from the Creek by a spit of land to form a pond. He estimated the flow into the pond at approximately 10 cfs. This pond covered most of what is now Lot 7A of the Subdivision.
3. My wife, Glenda, and I purchased Lots 6 and 7 in the Subdivision in 1974 and acquired replatted Lot 7A in 1991. In September, 1987, we filed with the Idaho Department of Water Resources pursuant to I.C. § 42-243, a Claim to a Water Right No. 37-04436 for the aesthetic use of the pond on the basis of the beneficial use commenced by Owen Simpson as described above. In January, 1989, we filed Claim A37-04436 in the SRBA for the aesthetic use of the pond.
4. The amount of water diverted into the pond from Warm Springs Creek and the size of the pond have remained approximately the same since 1968.

DATED this 14 day of September, 1998.

Randall T. Cox
RANDALL T. COX

SUBSCRIBED AND SWORN to before me this 14th day of September, 1998.



Randi S. Diem
Notary Public for Idaho
Residing at Blaine, Co, ID
Comm. Expires: 8-29-03



Independent Insurance Agency
Mailing: 410 North Main Street Hailey ID 83333

RECEIVED

JAN 19 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

9020 2286 9100 004E 6602



BWR
1341 FILLMORE ST
TWIN FALLS ID
83301

8330123239 C018



Greg Bloomfield, CIC

Main Office & Mailing:
410 North Main St
Hailey ID 83333
Tel: 208.788.1100
Fax: 208.788.4988

Branch Office:
Ketchum, ID 83340
Tel: 208.726.0726
Fax: 208.726.2657

Website: wri.to
Email: greg@wri.to
Call Toll Free:
800-646-6514

Jones, Doug

From: Jim Speck [jim@speckandaanestad.com]
Sent: Thursday, January 20, 2011 4:57 PM
To: Spencer, Nick
Cc: Jones, Doug; Kelly, Vicki; 'Doug Aanestad'
Subject: RE: 37-4436 and -21775 (Ponderers, Inc.)

Nick,

Thank you! The SF5 should be issued for 37-4436 in the name of Ponderers, LLC and 37-21775 can be disallowed.

Jim

-----Original Message-----

From: Spencer, Nick
Sent: Thursday, January 20, 2011 3:47 PM
To: Jim Speck
Cc: Jones, Doug; Kelly, Vicki

Hi Jim.

My client has completed its review of your settlement proposals in the above-listed subcases and has authorized me to inform you of the following:

(1) Regarding the Ponderer's subcases, IDWR accepts your last settlement offer, viz. a pond surface area of 0.66 acres, pond volume of 3.0 AF, and diversion rate of 2.25 cfs. I haven't had a chance to refresh my recollection of the posture of these two subcases, especially -21775, but I think the two claims originally were recommended as disallowed. I will go back and confirm things, but if, as I remember, -21775 was a competing claim presumably we will do an SF-5 for it agreeing to leave it disallowed. We then will recognize the water right per an SF-5 for -4436. I believe the normal procedure for agreeing to recognize rights that previously were recommended as disallowed is to do so with an SF-5 rather than an amended director's report, but the Court then lists the SF-5 on the docket sheet to give a little extra degree of notice. Anyway, I will confirm what the correct procedure should be and we will prepare the settlement documents at this end.

(2) Regarding Eagle Creek, IDWR will accept your settlement offer of 143.9 acres within the company service area. Unless I am mistaken we should be able to accomplish this through an SF-5. I know Al Barker wanted to stay involved in this subcase, but I am not clear whether his clients are still parties since Eagle Creek was the only objector to the Amended Director's Report filed in 2009, and they did not file a response to Eagle Creek's objection. What is your understanding?

Please let me know if I am overlooking anything. Thank you.

Best wishes,
NBS

Jones, Doug

From: Jim Speck [jim@speckandaanestad.com]
Sent: Friday, January 07, 2011 1:30 PM
To: Spencer, Nick; Jones, Doug; apb@idahowaters.com
Cc: 'Ev Davis'; robertsadler1@cox.net; 'Charles E. Brockway'
Subject: Re: Eagle Creek/Water Rights - 37-863E
Attachments: 1987-88 SHAREHOLDERS.pdf; 1987-1988 shareholder lot ownership.pdf

Nick, Doug & Al,

This subcase is set for an informal settlement conference on January 24, 2011. I would like to get it resolved before then. The only outstanding issues are the designation of the service area for the company and the number of irrigated acres within the service area.

My client has compiled the attached list of shareholders in 1987-1988. The total shares outstanding at the time was 205. We have also researched the property ownership for each of the shareholders and have compiled a map to describe our findings. The addresses listed were those from the 1987-1988 time period. I have highlighted in yellow all of the property owned by all of the shareholders with the single exception of Gladys Feldheusen. We have not been able to determine which property was allocated her 3.88 shares at that time.

We propose that the service area include all of the lots highlighted in yellow and Tax Lots 4045 and 3824. Although the last two lots were not then and are not now owned by shareholders, the Company's ditch system runs through these lots and it just seems to make sense to connect all of the portions of the service area. It would also allow a future transfer of shares to and irrigation of these lots without a water right transfer AS LONG AS the total irrigated area within the service area is not increased.

The 143.9 irrigated acres in my client's amended claim are entirely within the yellow highlighted area on the attached map. We propose this be the number of irrigated acres in the amended recommendation for the SF5.

Please contact me if you have any questions. I look forward to hearing from you as soon as possible. Thank you.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

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**EAGLE CREEK IRRIGATION COMPANY
1987-1988 SHAREHOLDERS**

NAME

Henry & Jennifer A. Burroughs
William Woolway
Robert & Beverly Sadler
Geoffrey K. & Kathleen Meredyth
Weldon & Mailyn Wankier
Tom Denker
Mr. & Mrs. H. L. Lucas
Andrew Spiegel
Edward B. Kent
Leonard Lungren
William Brohan
Robert Stevens
Jean Jesser
Steve Miller
Daniel J. Pickrell
Clarence & Beth Hedrick
Rudolf Fretz & Joan L. Clark
Constance K. Gray
Frederick F. Blechmann
Gladys Feldheusen
TOTAL

PROPERTY OWNED

Tax Lots 4770A, 4770 & 4769
Tax Lot 4770B
Tax Lot 4010
Tax Lot 4020
Tax Lots 4021 & 3665
Tax Lot 5133
Tax Lots 5134, 4022, 4044, 4262 & 4263
Tax Lot 6114
Tax Lots 5153 & 5154
L-B Subdivision Lot 1
L-B Subdivision Lot 2
Tax Lots 4024, 3750, 3486 & 3420 & North Country Sub
Feldheusen Subdivision Lot 1
Feldheusen Subdivision Lot 2
Feldheusen Subdivision Lots 3 & 4
Feldheusen Subdivision Lots 5 & 8
Feldheusen Subdivision Lots 6 & 7
Tax Lots 6079 & 6080
Tax Lot 4006
???

**EAGLE CREEK IRRIGATION COMPANY
SHAREHOLDER PROPERTY OWNERSHIP
1987-1988**

William Woolway
231 Butternut Road
Barrington, IL
5 Shares
Tax Lot 4770B

Henry and Jennifer A. Burroughs
1163 Hillcrest Road
Beverly Hills, CA 90210
15 Shares
Tax Lots 4770A, 4770 & 4769

Geoffrey K. and Kathleen Meredyth
P. O. Box 3539
Ketchum, ID 83340
8 Shares
Tax Lot 4020

Robert and Beverly Sadler
2212 Conway Drive
Escondido, CA 92026
8 Shares
Tax Lot 4010

Tom Denker
P. O. Box 1157
Ketchum, ID 83340
4 Shares
Tax Lot 5133

Weldon and Marilyn Wankier
P. O. Box 2562
Sun Valley, ID 83353
10 Shares
Tax Lots 4021 & 3665

Andrew Spiegel
1313 Lincoln Ave.
Highland Park, IL 60035
36 Shares
Tax Lot 6114

Mr. and Mrs. H. L. Lucas
355 S. Bristol Ave.
Los Angeles, CA 90049
8 Shares
Tax Lots 5134, 4022, 4044, 4262 & 4263

Jean Jesser
6.56 Shares
Feld Sub Lot 1

Edward B. Kent
4600 South Ashland Ave.
Chicago, IL 60609
12 Shares
Tax Lots 5153 & 5154

Leonard Lungren
40 N W Greenwood
Bend, OR 97701
4 Shares
L-B Sub Lot 1

Steve Miller
P.O. Box 2036
Ketchum, ID 83340
6.56 Shares
Feld Sub Lot 2

William Brohan
P. O. Box 11
Sun Valley, ID 83353
4 Shares
L-B Sub Lot 2

Robert Stevens
P. O. Box 308
Ketchum, ID 83340
14 Shares
Tax Lots 4024, 3750, 3486 &
3420 & North Country Sub Lot 1

Daniel J. Pickrell
P. O. Box 351
Burlingame, CA 94011
30 Shares
Feld Sub Lots 3 & 4

Clarence and Beth Hedrick
189 Borah Ave. West
Twin Falls, ID 83301
5 Shares
Feld Sub Lots 5 & 8

Rudolf Fretz &
Joan L. Clark
10805 S W 77 Court
Miami, FL 33156
5 Shares
Feld Sub Lots 6 & 7

Constance K. Gray
P.O. Box 262
Sun Valley, ID 83353
10 Shares
Tax Lots 6079 & 6080

Frederick F. Blechmann
P. O. Box 184
Sun Valley, ID 83353
10 Shares
Tax Lot 4006

POOR ORIGINAL

EAGLE CR
ADAMS SUB

FELDHUSER
SUBDIVISION

NOR

Jones, Doug

From: Jim Speck [jim@speckandaanestad.com]
Sent: Friday, December 03, 2010 11:54 AM
To: Spencer, Nick; Jones, Doug
Cc: doug@speckandaanestad.com
Subject: Re: SRBA Subcases 37-4436 & 37-21775 - Ponderers, LLC
Attachments: Topo-Volume Map - Oct.2010.pdf

Nick & Doug,

Attached is a copy of the survey of the pond surface area and volume done when it was emptied this fall. You will see the surface area (0.66 acres) is a little less than we calculated before and the volume (130,140 cu.ft. or 3.0 acre-feet) is greater. Based on this volume the 24 hour turnover flow rate is 1.5 cfs and the 12 hour turnover is 3.0 cfs. Although we continue to believe the latter is the optimum number to keep this particular pond healthy, we will agree to a compromise of 2.25 cfs.

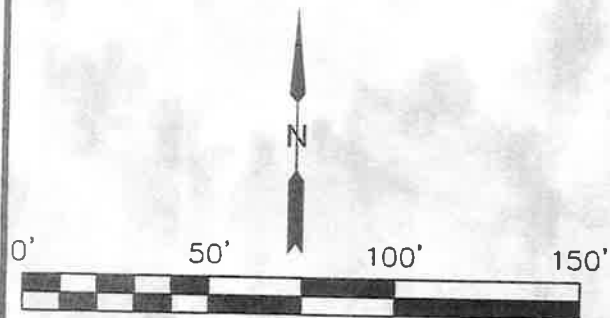
The pre-trial conference is set for January 12, 2011, so let's get this settled this month! Call me if you have any questions. Thank you.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

CONFIDENTIAL COMMUNICATION

This email message and any attachments are intended only for the use of the addressee named above and may contain information that is privileged and confidential. If you are not the intended recipient, any dissemination, distribution, or copying is strictly prohibited. If you received this email message in error, please immediately notify the sender by replying to this email message or by telephone. Thank you.



HEADGATE
EDGE WARM
SPRINGS CREEK
10-1-10

CMP

1. THE PURPOSE OF THIS MAP IS TO SHOW THE APPROXIMATE VOLUME OF A POND (THE MAJORITY OF WHICH) IS LOCATED ON LOT 7AA, SUN VALLEY SUB'D. 1ST ADDITION REV. BLOCK 5.
2. S. IRWIN EXCAVATION HAD JUST COMPLETED REMOVING THE MAJORITY OF THE SILT IN THE POND, PRIOR TO THE TOPO DATE WHICH WAS OCT. 1, 2010.
3. THE AERIAL PHOTOGRAPHY SHOWN IS FROM MAY 2005 FLIGHT AND IS FOR GENERAL REFERENCE ONLY.
4. ELEVATIONS SHOWN ARE ON NAVD 88 DATUM.
5. AREA OF THE WATER SURFACE OF POND AS SURVEYED = 0.66± ACRES
APPROXIMATE VOLUME OF THE POND AT THE TIME OF SURVEY IS
4820 C.Y.± or 130,140 C.F.±



WARM
SPRINGS CREEK

OUTFLOW
OF POND

PREPARED BY: BENCHMARK ASSOCIATES P.A.
P.O. BOX 733 - 100 BELL DRIVE
KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514



POND TOPO/VOLUME
PREPARED FOR DOUG AANESTAD
T4N, R17E, SEC.13, B.M., CITY
BLAINE COUNTY, IDAHO.

A TOPOGRAPHIC MAP PLOT BY : SWS DATE : 10/4/2010
PROJECT NO. 09832 PLOT FILE 09832TOPO-2.DWG SHEET 1 OF 1

From: Jim Speck [jim@speckandaanestad.com]
Sent: Friday, December 03, 2010 11:54 AM
To: Spencer, Nick; Jones, Doug
Cc: doug@speckandaanestad.com
Subject: Re: SRBA Subcases 37-4436 & 37-21775 - Ponderers, LLC
Attachments: Topo-Volume Map - Oct.2010.pdf

Nick & Doug,

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The pre-trial conference is set for January 12, 2011, so let's get this settled this month! Call me if you have any questions. Thank you.

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37-4436 & 37-21775

1992 Aerial Photograph

D.Jones
12-7-2010

27 1/2



COPY

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
JUL 28 2010	
By _____	Clerk
_____	Deputy Clerk

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

In Re SRBA

Case No. 39576

Subcase No. 37-4436

AMENDED

NOTICE OF COMPLETED

ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

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

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 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: 7/28/10


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 7-28, 2010, 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
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707

2. Copies to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

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

James P. Speck
Speck & Aanestad
PO Box 987
Ketchum ID 83340

GM LLC
PO Box 757
Hailey ID 83333



Signature of person or attorney mailing the form

07/28/2010

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>NAME AND ADDRESS</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
37-4436	PONDERERS LLC PO BOX 987 KETCHUM ID 83340	Disallowed	No lawful appropriation shown.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

July 28, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

RE: SRBA Claim(s) 37-4436

Dear Counselor:

Please find the enclosed copy of the Amended Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: GM LLC
PO Box 757
Hailey ID 83330

COPY

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
JUL 27 2010	
By _____	Clerk
_____	Deputy Clerk

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

In Re SRBA	)	Subcase No. 37-4436
	)	
Case No. 39576	)	
	)	
_____	)	NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

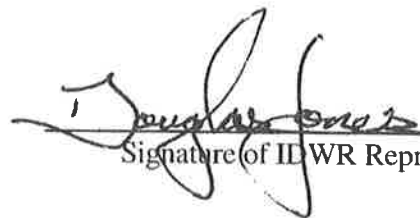
Does the change in "ownership" result in a splitting of the water right claimed? ☐Yes ☒No

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 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: _____

7/27/10



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 7-27, 2010, 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:

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550 West Fort Street MSC 033
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James P. Speck
Speck & Aanestad
PO Box 987
Ketchum ID 83340

GM LLC
PO Box 757
Hailey ID 83333



Signature of person or attorney mailing the form

07/22/2010

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

RIGHT NUMBER: 37-4436

NAME AND ADDRESS: PONDERERS LLC
PO BOX 987
KETCHUM ID 83340

SOURCE: WARM SPRINGS CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.680 CFS
1.30 AFY

PRIORITY DATE: 11/01/1968

POINT OF
DIVERSION:

T04N R17E S13 SENENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	AESTHETIC STORAGE	01/01 12/31	1.30 AFY
	DIVERSION TO STORAGE	01/01 12/31	0.680 CFS
PLACE OF USE:	<u>AESTHETIC STORAGE in BLAINE County</u>		
	T04N R17E S13	NENW	

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

July 27, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

RE: SRBA Claim 37-4436

Dear Counselor:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: GM LLC
PO Box 757
Hailey ID 83333

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

RECEIVED
JUL 22 2010
 DEPT. OF WATER RESOURCES
 SOUTHERN 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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
37-4436					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - 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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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) GM, LLC
PO Box 757, Hailey, ID 83333

4. New Owner/Claimant(s) Ponderers, LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
PO Box 987
 New Mailing Address Ketchum, ID 83340
 City, State and ZIP Code
 New Telephone Number (208) 726-4421 Email: doug@speckandaanestad.com

5. Date you acquired the property 7/20/2010
6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s) Douglas J. Anestad, Managing Member
(title if applicable)
Douglas J. Anestad
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____	Date _____	Receipt Amt. _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____



Instrument # 579156

HAILEY, BLAINE, IDAHO
07-20-2010 1:38:09 PM No. of Pages: 1
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$10.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

GM, LLC, an Idaho Limited Liability Company,
the Grantor, hereby grants, bargains, sells, conveys and warrants unto
Ponderers, LLC, an Idaho Limited Liability Company

the Grantee, whose current address is PO Box 987, Ketchum, ID 83340
the following described premises, to wit:

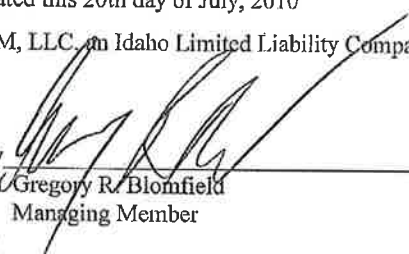
Lot 7AA of SUN VALLEY SUB., 1ST ADD., REV. BLOCK 5 REPLAT OF LOT 4 AND LOT
7A, according to the official plat thereof, recorded as Instrument No. 370463, Records of Blaine
County, Idaho.

Together with Water Right No. 37-4436

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with
the said Grantee, that the Grantor is the owner in fee simple of said premises, that said premises
are free from all encumbrances and that the Grantor will warrant and defend the same from all
lawful claims whatsoever.

Dated this 20th day of July, 2010

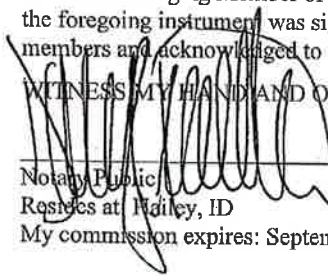
GM, LLC, an Idaho Limited Liability Company

By 
Gregory R. Blomfield
Managing Member

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 20th day of July, 2010, before me, the undersigned, a Notary Public, in and for said State,
personally appeared Gregory R. Bloomfield known to me, on the basis of satisfactory evidence,
to be the Managing Member of the Limited Liability Company that executed the instrument and
the foregoing instrument was signed on behalf of said company by authority of consent of its
members and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public
Resides at Hailey, ID
My commission expires: September 18, 2012



SPECK & AANESTAD

A PROFESSIONAL CORPORATION

ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

JAMES P. SPECK
jim@speckandaanestad.com
DOUGLAS J. AANESTAD
doug@speckandaanestad.com

July 20, 2010

Ms. Trish Fawcett
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, ID 83301

RE: Notice of Change of Water Right Ownership – 37-4436

Dear Trish:

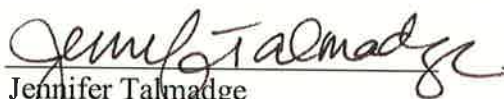
Enclosed you will find an original and a copy of the above-described Notice of Change of Water Right Ownership along with its required deed. Please receipt date-stamp the copy of the Notice and return it to us in the enclosed self-addressed postage-paid envelope for our files.

Please contact me if you have any questions. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By:


Jennifer Talmadge
Asst. to James P. Speck

Enclosures

CC w/ Encl: Client
Janet Connell (via fax)

MEMORANDUM

TO: Files 37-4436 and 37-21775
FROM: Douglas Jones
DATE: 7/1/2010
RE: Preparation for 706 Report

On August 12 2009 I conducted a field exam and measured a flow of 0.42 cfs into the pond. The methods used to measure the flow were less than optimal ($>10\%$ error) and would also represent an unreasonably HIGH calculated flow rate. The timing of the exam was not optimal either because the water levels in Warm Springs Creek are low at that time of year. The flow into the pond is directly proportional to the elevation difference between the river height at the intake pipes and the pond level at the outflow. However, the measured rate of flow has been the normal condition for the pond for many years. No other measurements have been provided to IDWR for consideration. The August 2009 settlement offer was for 0.68 cfs in acknowledgement that the measured flow was determined in the low flow time of year. This was unacceptable to the claimants, the claimants have countered with 3.0 cfs.

Pond area was determined by GIS methods based on the DOQQ (1992) aerial photo in department records. The area was found to be 0.54 acres. After the August 2009 settlement offer the claimants retained a surveyor who determined that the surface area of the pond in 2009 was 0.74 acres. It is apparent that the shape of the pond has changed somewhat over time either by natural or man-made processes. Modifying my shape in GIS to maximize area in the claimants' favor I can reasonably settle on 0.6 acres surface area.

Pond volume was estimated to be 1.3 acre-feet in my August 2009 settlement offer. The claimant's surveyor determined that the pond volume was 1.9 acre-feet. The surveyor used a boat and pushed the rod into the sediment to arrive at his volume. The claimants are seeking an additional 0.6 acre-feet of storage for a value of 2.5 acre-feet, apparently thinking that the excavator's estimate of 900 to 1000 cubic yards of sediment to remove is IN ADDITION to the surveyor's calculation. I disagree because the surveyor pushed his rod into the sediment as far as he could and therefore his calculation includes the excavator's estimate, more or less. A proportional volume of storage for a 0.6 acre surface area pond using the surveyor's volume determination of a 0.74 acre surface area pond would provide for 1.5 acre feet.

Attached is how the right should be put before the court for decree. It includes my flow measurement of 0.42 cfs, a refined value of 0.6 acre surface area and a volume of 1.5 acre-feet for storage.

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

RIGHT NUMBER: 37-4436

NAME AND ADDRESS: DOUGLAS J AANESTAD

PO BOX 737
KETCHUM ID 83340

GM LLC
PO BOX 757
HAILEY ID 83333

SHERRY AANESTAD
PO BOX 737
KETCHUM ID 83340

SOURCE: WARM SPRINGS CREEK TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.42 CFS
1.5 AFY

PRIORITY DATE: 11/01/1968

POINT OF
DIVERSION:

T04N R17E S13 SENENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
AESTHETIC STORAGE	01/01 12/31	1.5 AFY
DIVERSION TO STORAGE	01/01 12/31	0.42 CFS

The surface area of the pond is 0.6 acres.

PLACE OF USE: AESTHETIC STORAGE in BLAINE County

T04N R17E S13 NENW

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Jones, Doug

From: Jones, Doug
Sent: Wednesday, January 20, 2010 9:05 AM
To: 'Jim Speck'; Spencer, Nick
Cc: 'Doug Aanestad'
Subject: RE: Aanestad/SRBA

Attachments: 37-21775_2009.jpg; 37-21775_1992.jpg



37-21775_2009.jpg (573 KB)



37-21775_1992.jpg (355 KB)

Jim,

Thanks for the information and I have had only a brief opportunity to look it over. I do have some feedback to share in the interest of being forthright with the Special Master that we have indeed dialogued.

Attached is a 1992 image that was the basis of my surface area calculations arriving at 0.54 acres, this is similar to the 1987 image. Also attached is a map depicting the same shape overlaid on the 2009 image. It appears some modifications to the pond have occurred over the 17 years, but no information has been shared as to what was actually done.

The survey indicates the crew pushed the rod into the silt as far as they could go to get the bottom elevations that were the basis of their volume calculations. Thicknesses of sediment data over the area of the pond were not indicated and so it difficult to estimate what the average volume should actually be. However, Jim, your note indicated that you were seeking an additional 1000 cy of volume due to the silt to arrive at 2.5 af of storage.

As a next step I suggest a 0.54 ac surface area, average 3.0 ft depth, and total volume of 1.6 af. Flow rate would be 0.8 cfs for the 1 change per day. This is a low stream flow diversion rate (and quite a bit more that I measured).

Thanks! Talk soon at the status conference.

Doug

-----Original Message-----

From: Jim Speck [mailto:jim@speckkandaanestad.com]
Sent: Tuesday, January 19, 2010 1:20 PM
To: Jones, Doug; Spencer, Nick
Cc: 'Doug Aanestad'
Subject: Re: Aanestad/SRBA

Doug & Nick,

We had Benchmark Associates survey the volume of the pond. I have attached the document they generated. The pond surface area is 0.74 acres and volume is 3078 cu.yd. or 1.91 AF. However, there is A LOT of silt in the pond due to the runoff after the Castle Creek fire. You will see notes on the survey of an excavator's estimate of as much as 1000 cu.yd. of silt. That would increase the volume to approximately 2.5 AF.

We believe a better number for the flow is to replace the volume twice per day to be certain it remains healthy during the hot days of August. The pond loss to evaporation does not change with the flow - it is based only on the surface area. So, we propose to settle this subcase now for a flow of 3.0 cfs and pond volume of 2.5 AF. In the alternative, we can wait until spring or early summer and re-survey the pond volume after

the silt is removed and then re-visit these numbers.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

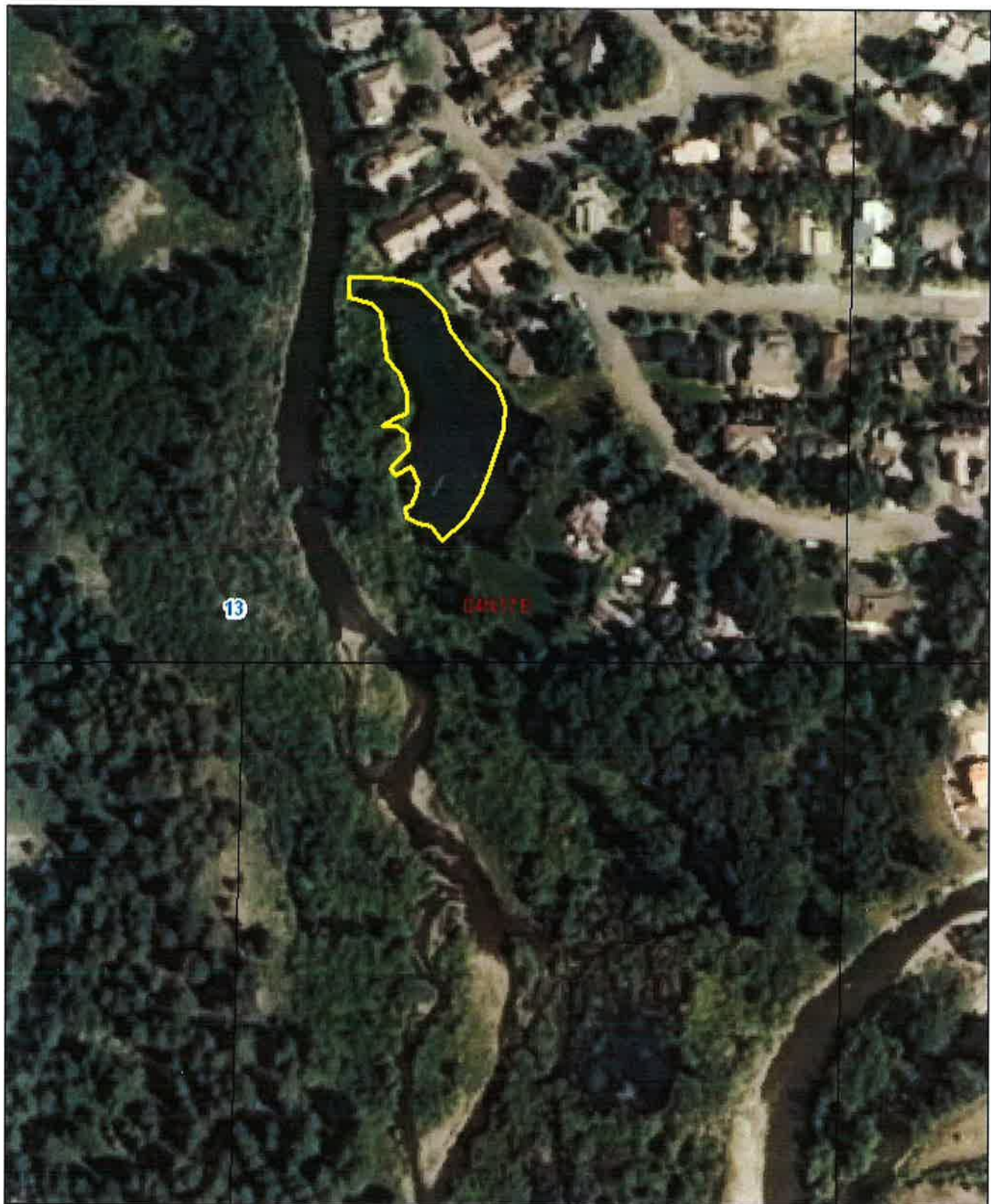
CONFIDENTIAL COMMUNICATION

This email message and any attachments are intended only for the use of the addressee named above and may contain information that is privileged and confidential. If you are not the intended recipient, any dissemination, distribution, or copying is strictly prohibited. If you received this email message in error, please immediately notify the sender by replying to this email message or by telephone. Thank you.



37-21775
Settlement Proposal
1992 Photo

D.Jones
1-19-2010



37-21775
Settlement Proposal
2009 Photo

D.Jones
1-19-2010

Jones, Doug

From: Jim Speck [jim@speckandaanestad.com]
Sent: Tuesday, January 19, 2010 1:20 PM
To: Jones, Doug; Spencer, Nick
Cc: 'Doug Aanestad'
Subject: Re: Aanestad/SRBA

Attachments: pond survey.pdf



pond survey.pdf
(517 KB)

Doug & Nick,

We had Benchmark Associates survey the volume of the pond. I have attached the document they generated. The pond surface area is 0.74 acres and volume is 3078 cu.yd. or 1.91 AF. However, there is A LOT of silt in the pond due to the runoff after the Castle Creek fire. You will see notes on the survey of an excavator's estimate of as much as 1000 cu.yd. of silt. That would increase the volume to approximately 2.5 AF.

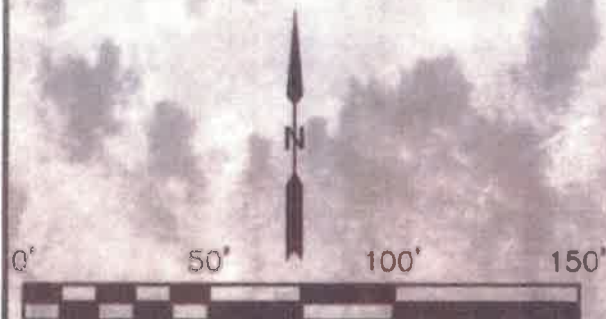
We believe a better number for the flow is to replace the volume twice per day to be certain it remains healthy during the hot days of August. The pond loss to evaporation does not change with the flow - it is based only on the surface area. So, we propose to settle this subcase now for a flow of 3.0 cfs and pond volume of 2.5 AF. In the alternative, we can wait until spring or early summer and re-survey the pond volume after the silt is removed and then re-visit these numbers.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

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1. THE PURPOSE OF THIS MAP IS TO SHOW THE APPROXIMATE VOLUME OF THE POND (THE MAJORITY OF WHICH) IS LOCATED ON LOT 7AA, SUN VALLEY SUB'D, 1ST ADDITION REV. BLOCK 5.

2. THE POND WAS FULL OF WATER AT THE TIME OF THE SURVEY AND THERE WERE LARGE AMOUNTS OF SILT IN CERTAIN AREAS OF THE POND. SHOTS WERE TAKEN PUSHING THE ROD DOWN AS FAR AS POSSIBLE THROUGH THE SILT WHILE IN A BOAT. IN TALKING WITH TERRY TRASK OF TRASK EXCAVATION, HE WAS GOING TO REMOVE THE SILT THIS FALL, BUT WAS UNABLE TO DUE TO THE WETNESS OF THE BOTTOM. HE ESTIMATED THERE TO BE 900-1000 C.Y. OF SILT IN THE POND AT THAT TIME.

3. IT IS SUGGESTED THAT ONCE THE SILT IS REMOVED FROM THE POND NEXT SUMMER, AN ADDITIONAL TOPO BE DONE GET A MORE ACCURATE VOLUME OF THE POND WITHOUT THE SILT.

4. THE AERIAL PHOTOGRAPH SHOWN IS FROM MAY 2003.

5. AREA OF POND AS SURVEYED 0.74 ACRES±
APPROXIMATE VOLUME BASED ON SURVEY 3078 C.Y.±.



WARM SPRINGS CREEK



MEMORANDUM

TO: Files 37-4436 & 37-21775
FROM: Douglas Jones
DATE: 8-13-2009
RE: Field review of claims

On 8/12/09 a field review of the subject water rights was conducted. Observations were made on the route from the south end of the dam and along the west side to the diversion point from Warm Springs Creek. The west margin of the pond is boggy in many places indicating widespread seepage and dispersed overland flow back toward Warm Springs Creek. There were several narrow streams discharging flows from the pond toward Warm Springs Creek in addition to the other flows mentioned. Flow rates in these streamlets varied place to place and were not measured. No determination of total discharge from the pond was attempted, nor is it possible.

Two (2) corrugated metal pipe (cmp) culverts were found at the northern end of the pond that extended out into Warm Springs Creek. The northernmost is an 18 inch pipe; the southernmost a 12 inch pipe. Low height, short length, hand placed rock wing walls are in place near each pipe to direct water into the culverts. It was seen that the pipes were not fully submerged at the present flow regime in Warm Springs Creek and that the ends of the pipes were bent and dented. The attached photos show the pipes and the point of diversion area.



Point of diversion area: 18" CMP pipe in background, 12" CMP in foreground.



Creek end of 12" CMP. Note: water is flowing from the pipe into the creek.



Creek end of 18" CMP. Note: sediment and lack of submerged state.



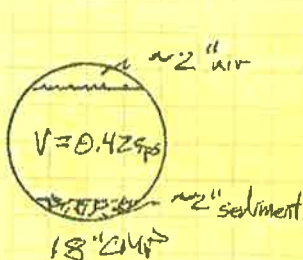
Pond end of 18" CMP.



Pond end of 12" CMP. Note: flow is into the pipe and back toward the creek.

It was observed that the 18" pipe discharged flow INTO the pond, but that the 12" pipe (a few away) discharged flow OUT of the pond and back into Warm Springs Creek. High quality flow measurements were not possible due to physical limitations at the site. An attempt was made to get some sort of measurement in each pipe by hand-holding a current meter within and at the center of the pipe. A flow velocity of 0.42 feet per second was measured at the discharge end (pond end) of the 18" pipe and a flow velocity of 0.48 cfs at the discharge end (creek end) of the 12" pipe. These are crude, inaccurate measurements were made to provide an approximate flow into the pond.

Flow rate in cubic feet per second (cfs) can be calculated by determining the area within which water is flowing in the pipe and multiplying that by the velocity of the water. The following are the relevant calculations:



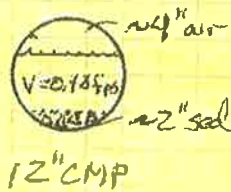
$$Area_w = Area_{pipe} - Area_{air} - Area_{sediment}$$

$$A_w = \pi r^2 - 2 \left[\frac{1}{2} r^2 (\phi - \sin \phi) \right] \quad \{\phi \text{ in radians}\}$$

$$\phi = 2 \left(\arccos \frac{r-d}{r} \right)$$

$$A_w = 1.77 \text{ ft}^2 - 2 [0.38 \text{ ft}^2] = 1.01 \text{ ft}^2$$

$$Q = V * A = 0.42 \text{ fps} \times 1.01 \text{ ft}^2 \approx \boxed{0.42 \text{ cfs}}$$



$$Area_a = 0.30 \text{ ft}^2 \quad Area_s = 0.21 \text{ ft}^2$$

$$A_w = 0.79 - .3 - .21 = .28 \text{ ft}^2$$

$$Q = V * A = 0.48 \text{ fps} \times 0.28 \text{ ft}^2 \approx \boxed{0.13 \text{ cfs}}$$

GIS analysis of the pond found that the surface area of the pond to be 0.54 acres, equivalent to 23,522 sq ft. The actual average depth of the pond is unknown. Based on the depth in areas that were waded, observation of the western margin of the pond and speaking with Mrs. Aanestad the average depth is concluded to be approximately 2.5 ft. The volume of the pond is therefore calculated to be 1.3 AF. In order to keep the pond at it's present state of biologic equilibrium it would need to have the volume of water replaced about once per day. Given the volume of water of the pond a flow rate of 0.68 cfs is required to provide 1.3 af/day.

Conclusions:

Given the volume of the pond (1.3 AF), the past biologic regime of the aesthetic pond, and the approximated flow rate that this summers field review determined it as concluded that a reasonable flow rate that can be diverted from Warm Springs Creek at this low flow time of year would be 0.68 cfs. IDWR could move forward to recognize a water right with a priority of 11/01/1968, a Diversion to Storage rate of 0.68 cfs, and an Aesthetic Storage volume of 1.3 AF.

Water right holder(s) should be prepared to install and maintain lockable control works for the next season. It is suggested that a fixed elevation discharge pipe be installed that would: 1) Maintain a stable, low maintenance pond elevation. 2) Discourage beavers from damaging the embankment and riparian vegetation.

MEMORANDUM

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FROM: Douglas Jones
DATE: 8-13-2009
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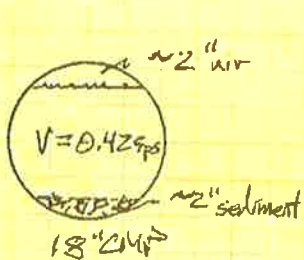
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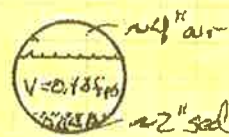
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$$A_w = \pi r^2 - 2 \left[\frac{1}{2} r^2 (\phi - \sin \phi) \right] \quad \{\phi \text{ in radians}\}$$

$$\phi^\circ = 2 \left(\arccos \frac{r-d}{r} \right)$$

$$A_w = 1.77 \text{ ft}^2 - 2 [0.38 \text{ ft}^2] = 1.01 \text{ ft}^2$$

$$Q = V * A = 0.42 \text{ fps} \times 1.01 \text{ ft}^2 \approx \boxed{0.42 \text{ cfs}}$$



12" CMP

$$Area_a = 0.30 \text{ ft}^2 \quad Area_s = 0.21 \text{ ft}^2$$

$$A_w = 0.79 - .3 - .21 = .28 \text{ ft}^2$$

$$Q = V * A = 0.48 \text{ fps} \times 0.28 \text{ ft}^2 \approx \boxed{0.13 \text{ cfs}}$$

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		Average depth (ft)		
		2	2.5	3
Surface area =	Ac			
	SqFt			
0.54 23522				
Volume (AF) =		1.08	1.35	1.62
Volume (CuFt) =		47044.8	58806	70567.2

Volume-Replacement Flow Rate (cfs) Requirement				
Frequency Volume Replaced				
1X /day 2X /day 3X / day				
Avg Depth	2	0.54	1.09	1.63
	2.5	0.68	1.36	2.04
	3	0.82	1.63	2.45

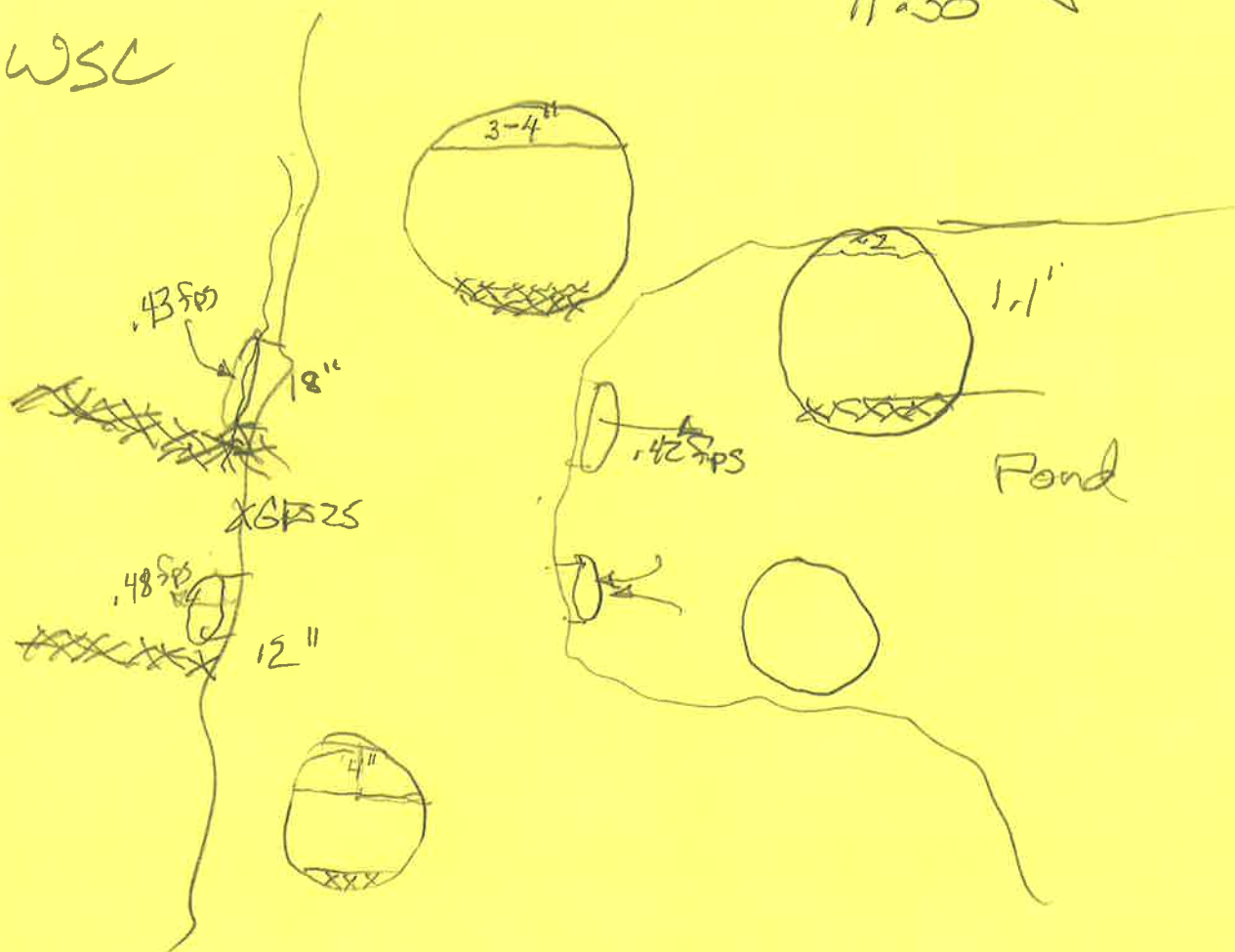
DJ; 8/10/2009



37-4436 & 37-21775

0/12/09 11:30

WSC



$$18" \text{ Area} = 1.77 \text{ ft}^2$$

$$12" \text{ Area} = .79 \text{ ft}^2$$

$$.38 \text{ ft}^2 @ 2"$$

$$.46 \text{ ft}^2 @ 3"$$

$$\text{Air} = .54 \text{ ft}^2 @ 4"$$



$$A = \frac{1}{2} r^2 (\phi - \sin \phi)$$

$$\phi = s/r = 2(\arccos \frac{r-d}{r})$$

[ϕ in radians]

01/10/2007

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

RIGHT NUMBER: 37-4436
NAME AND ADDRESS: GM LLC
PO BOX 757
HAILEY ID 83333

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.

No lawful appropriation shown.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

No lawful appropriation shown: There are a number of circumstances in which a claim is proposed to be disallowed on this basis. This is most commonly included for a claim based on beneficial use or posted notice that is proposed to be disallowed because the right claimed is not within an exception to the mandatory permit statute, and beneficial use of water prior to the mandatory permit statute was not confirmed. This is also included where a claim is proposed to be disallowed because the claim is to water that is not public water subject to appropriation. This is also included where a right was determined not to exist in a prior adjudication.

SCANNED
APR 12 2007

Jones, Doug

From: Jones, Doug
Sent: Wednesday, February 01, 2006 10:16 AM
To: Spencer, Nick; Shaff, Don
Subject: B37 conundrum

Nick and Don,

Speck, on behalf of his client and law partner Doug Aanestad, recently submitted a claim for the whole of a b/u claim that is fully claimed in the SRBA, 37-4436. He describes it a coownership interest in the pond on the strength of the attached document. I am in the throes of deciding what to do with it. Attached to the filing was a fee check for \$610. This is an insufficient fee for 10 cfs diversion to storage and 5 AF pond -- it should be \$1060 (\$1000 cfs fee, \$10 storage fee and \$50 flat fee). On the other hand the variable fees are already paid under 37-4436 and maybe only one variable fee is due so Aanestad's fee may be only \$50.

Only a little of the pond is on Aanestad's property. The pond is also on other owners' lots, but no claims appear to be filed for their "appurtenant" part. I am not convinced that the attached document grants an ownership interest. I am also not convinced that the pond footprint onto land is an appurtenant water right. What do you guys think?

My request to you Nick is to have you read the document and provide me an interpretation of ownership conveyance. This information would be paraphrased into a cover letter to Speck outlining the options. My request to you Don is to review the fee issue so I can provide Speck with appropriate direction as to fees. The code and rules (37.03.01.35) do not help much.

Do I return the whole thing? Do I keep it, make a temp record and just send the fee back?

Thanks, folks.

Doug



aanestad_easemen
t.pdf

SCANNED
FEB 02 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

April 15, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

X
X
X
X

Re: Evidence of Priority

RESPONSE DEADLINE
JUNE 17, 2005

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, in the coming year, conduct reviews and/or field exams for the claims in your area. Since the priority date of a beneficial use water right cannot be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the Department. If you have received this correspondence from the previous owner of the property it is required that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Enclosed you will find a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: The Department will not recommend the court decree the notice **as claimed** if no evidence of a priority date is submitted – it may be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement does **not** need to be in the form of a notarized affidavit as described in the brochure, but must relate first hand knowledge of the water right in question and include dates, quantities of water and extent of water use.

Submit the required evidence supporting the priority date by the date shown above, referencing all documents with the corresponding Notice of Claim number (i.e. 37-____). If you have questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.
Water Rights Supervisor

Enclosures

SCANNED
APR 27 2007

Christensen, Kelly

From: Christensen, Kelly
Sent: Wednesday, April 20, 2005 4:11 PM
To: 'greg@wri.to'
Subject: 37-4436 evidence of priority

I have partially reviewed the claim file and have noted that there is evidence of priority submitted by Randall T Cox indicating that the pond was first filled in October or November of 1968. Based upon initial review it appears that the affidavit satisfies the evidence of priority request.

Kelly K Christensen
Sr Water Resource Agent
IDWR

SCANNED
APR 20 2007

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4436A

WATER RIGHT NUMBER: 37-4436A

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	GLEND A COX PO BOX 644 SUN VALLEY, ID 83353 (208)726-7430
Original Owner	RANDALL T COX PO BOX 644 SUN VALLEY, ID 83353 (208)726-7430

Priority Date: 11/01/1968

Basis:

Status: See Remarks

<u>Source</u>	<u>Tributary</u>
WARM SPRINGS CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
AESTHETIC	1/01 to 12/31		2.50 AF
AESTHETIC STORAGE	1/01 to 12/31		2.50 AF
DIVERSION TO STORAGE	1/01 to 12/31	5.000 CFS	
<u>Total Diversion:</u>		5.000 CFS	

Location of Point(s) of Diversion

WARM SPRINGS CREEK	NE1/4NW1/4	Sec. 13, Twp 04N, Rge 17E, B.M.
BLAINE County		

Place of Use

AESTHETIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	17E	13					X												

Conditions of Approval:Remarks:
 SCANNED
 11/02/2007

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4436A

1. General THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS 6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION.
***** CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY KKC.
PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS CONCERNING THE LOCATION OF THE POND.
***** NUMBER NOT USED. DO NOT ISSUE.

***** THE CLAIMANT SUBMITTED ADDITIONAL
INFORMATION TO ESTABLISH THAT THE ENTIRE RIGHT
SHOULD GO TO RIEHLE.
THEREFORE BOTH SPLIT PORTIONS (A & B) HAVE BEEN 'Z'ED
OUT AND THE ORIGINAL
CLAIM REESTABLISHED AS A VALID RIGHT FOR HER. KKC 8-19-
98.

Comments:Dates and Other Information:

Claim Received Date: 1/5/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: OR
Water District Number: 37
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

SCANNED

APR 11 2003

Claimant Name:

Galena Moon Company Two, L.L.C.

Attorney Name & Address:

**James P. Speck
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752**

RECEIVED
NOV 19 2002
Department of Water Resources
Southern Region

**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

)
)
)
)
)
)

NOTICE OF APPEARANCE

DESCRIPTIVE SUMMARY

This is a notice of appearance by counsel on behalf of the new claimant and purchaser of the water right identified below.

NOTICE OF APPEARANCE

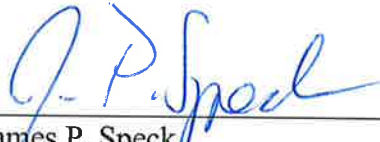
The law firm of Speck & Aanestad, A Professional Corporation, hereby enters its appearance in the action on behalf of Claimant, Galena Moon Company Two, L.L.C., for the following water right which is not the subject of any subcases: A37-04436.

RECEIVED
NOV 19 2002

DATED this 18 day of November, 2002.

SPECK & AANESTAD
A Professional Corporation

By


James P. Speck

CERTIFICATE OF SERVICE

I hereby certify that on the 18 day of November, 2002, I served a true and correct copy of the foregoing NOTICE OF APPEARANCE on the following persons in the manner designated below:

Chief, Natural Resources Division
Office of the Attorney General, State of Idaho
P. O. Box 44449
Boise, ID 83711-4449

- ☒ United States Mail, Postage Prepaid
- ☐ Hand Delivery
- ☐ Facsimile, with copy by United States Mail, Postage Prepaid

The United States Department of Justice
Environmental and Natural Resources
Division
550 West Fort Street
Box 33
Boise, ID 83724

- ☒ United States Mail, Postage Prepaid
- ☐ Hand Delivery
- ☐ Facsimile, with copy by United States Mail, Postage Prepaid

Idaho Department of Water Resources
Document Depository
P.O. Box 83720
Boise, ID 83720-0098

- ☒ United States Mail, Postage Prepaid
- ☐ Hand Delivery
- ☐ Facsimile, with copy by United States Mail, Postage Prepaid


JAMES P. SPECK

SCANNED
11/18/02

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

JAMES P. SPECK
jimspeck@cox-internet.com
DOUGLAS J. AANESTAD
aanestad@cox-internet.com

November 18, 2002

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls ID 83301

RECEIVED
NOV 19 2002
Department of Water Resources
Southern Region

**Re: Notice of Change of Water Right Ownership
Galena Moon Company Two, L.L.C.**

Dear Allen:

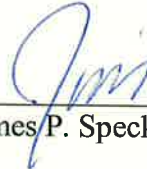
Enclosed you will find an original and one copy of Notice of Change of Water Right Ownership for water rights previously claimed in the SRBA by Felicitas Funke Riehle and now owned by Galena Moon Company Two, L.L.C. I am also enclosing a copy of the Notice of Appearance for my firm. Please have your secretary file the original Notice of Change of Water Right Ownership, conform the copy and return to me in the self-addressed postage prepaid envelope I have included for that purpose.

Please call me if you have any questions about this Notice. If not, kindly send me copies of the computer printouts reflecting the change of ownership once the information has been entered into the IDWR database.

Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

JPS:jal
enclosures
cc: Kathy Lynn (via fax w/encls.)
Client (via fax w/encls.)

SCANNED
11/19/02

AJ0743NP
(OD-124)

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

04/27/98 13:28:26
Page 1

Water Right Number - A37-04436

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

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

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

1 -
2 -
3 -

City- X
Phone - 208-000-0000

State- ID Zip- 0

*** O - ORIGINAL OWNER ***
COX

RANDALL T

1 - PO BOX 644
2 -
3 -

City- SUN VALLEY
Phone - 208-726-7430
1 - PO BOX 644

State- ID Zip- 833530000

COX

GLENDA A

2 -
3 -
City- SUN VALLEY
Phone - 208-726-7430

State- ID Zip- 833530000

+ - - Priority Date - - +
11/01/1968

+ - - Region - - - +
17 SOUTHERN

+ - - Stage - - - +

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

+ - - Source - - - - - +
WARM SPRINGS CREEK
SPLIT RIGHT

+ - - Tributary - - - - - +
BIG WOOD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

04N 17E 13 NE NW (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

52 - AESTHETIC	01/01	12/31		5.00
53 - AESTHETIC STORAGE	01/01	12/31		5.00
55 - DIVERSION TO STORAGE	01/01	12/31	10.000	

+ - Total Div. Rate - + + - Total Div. Volume - +
10.000

+ - Total Consumptive Use - + + - KW Usage - +
0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

04N 17E 13 NE NW 52 AESTHETIC (13) BLAINE

Total Acres:

+ - - Diversion Means - CULVERTS, PONDS, DITCHES

+ - - Non-Irrigation Use - AESTHETICS

04/27/98 13:28:27
Page 2

Prefix Translation: ADJUDICATION CLAIM

+ - - Other Rights for Same Use - NONE

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

GEN THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY KKC.

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS CONCERNING THE LOCATION OF THE POND.
SEE RIGHT NOS. 37-04436A & 37-04436B.

+-----+
No Old Water Right Numbers Found Old Water Right Numbers

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

+ - - - - Decree Plaintiff - - - +	+ - - - - Decree Defendant - - - +	+ - Decree Date - + 00/00/0000
------------------------------------	------------------------------------	-----------------------------------

+-----+
-Comments-
No Comments Found

+ - - Audit Fields - - +
04/27/98 KCHRISTE

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

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 01/05/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- M002453	Water District	- 37
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	-

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4436

WATER RIGHT NUMBER: 37-4436

<u>Owner Type</u>	<u>Name and Address</u>
Attorney	JAMES P SPECK SPECK & AANESTAD PO BOX 987 KETCHUM, ID 83340
Current Owner	GALENA MOON COMPANY TWO LLC PO BOX 2881 KETCHUM, ID 83340 (208)726-9588
Original Owner	GLENDA A COX PO BOX 644 SUN VALLEY, ID 83353 (208)726-7430
Original Owner	RANDALL T COX PO BOX 644 SUN VALLEY, ID 83353 (208)726-7430

Priority Date: 11/01/1968

Basis: Beneficial Use

Status: Active

Source

WARM SPRINGS CREEK

Tributary

BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
AESTHETIC	1/01 to 12/31		5.00 AF
AESTHETIC STORAGE	1/01 to 12/31		5.00 AF
DIVERSION TO STORAGE	1/01 to 12/31	10.000 CFS	
	<u>Total Diversion:</u>	10.000 CFS	

Location of Point(s) of Diversion

WARM SPRINGS CREEK

NE1/4NW1/4

Sec. 13, Twp 04N, Rge 17E, B.M.

BLAINE County

Place of UseAESTHETIC Within BLAINE County

T04N R17E S13 NENW

AESTHETIC STORAGE same as AESTHETIC
DIVERSION TO STORAGE same as AESTHETIC

Conditions of Approval:Remarks:

SCANNED

APR 2 2007

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-4436

1. General THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS 6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..
***** CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY KKC.
PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS CONCERNING THE LOCATION OF THE POND.
SEE RIGHT NOS. 37-04436A & 37-04436B.
***** BASED UPON ADDITIONAL DOCUMENTATION SUBMITTED BY ROBERT KORB (ATT AND CONSULTATION WITH NICK SPENCER (ATT FOR THE DEPARTMENT), THE ENTIRE RIGHT HAS BEEN PLACED INTO MS RIEHLE'S NAME. THE 'A' AND 'B' SPLIT PORTIONS ARE NOW NO LONGER VALID. KKC 8-18-98

Dates and Other Information:

Claim Received Date: 1/5/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number: 37
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

SCANNED
APR 2 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 20, 2002

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

Re: SRBA Claim(s) 37-4436 / Galena Moon Company Two LLC

Dear Mr. Speck:

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

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

SCANNED

APR 2 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 29, 1998

Margot Van Horn
Box 1736
Ketchum, ID 83353

Dear Ms. Van Horn:

Pursuant to your recent inquiry, I have enclosed an Application for Permit, along with instructions, and a Notice of Claim to a Water Right form, along with instructions. I have also enclosed a brochure entitled "IDAHO WATER RIGHTS A PRIMER". This brochure talks about some of the issues that we discussed during our recent telephone conversation.

I have also enclosed copies of profile reports of Snake River Basin Adjudication claims A37-04436A and A37-04436B for your reference. In addition I have enclosed a copy of a profile report of the original statutory claim, 37-04436, that the two Snake River Basin Adjudication claims are based on. The profile reports should show all of the relevant information relating to the claims.

If you have any questions, feel free to contact this office at your convenience.

Sincerely,

Corey Skinner, EIT
Dam Safety Section

Enclosures

LETTER & INFO
MAILED 07/29/1998

PACKAGE RETURNED TO
SOUTHERN REGION OFFICE ON 08/04/98
WITH MARGOT VAN HORN'S ADDRESS SCRATCHED
OUT AND REPLACED WITH ADDRESS FOR
VAN & VICKI WILLIAMS? P. SKINNER

IDAHO DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

TO

VAN & Vicki Williams
Box 1736

SCANNED
Aug 2 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

July 29, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Margot Van Horn
Box 1736
Ketchum, ID 83353

Dear Ms. Van Horn:

Pursuant to your recent inquiry, I have enclosed an Application for Permit, along with instructions, and a Notice of Claim to a Water Right form, along with instructions. I have also enclosed a brochure entitled "IDAHO WATER RIGHTS A PRIMER". This brochure talks about some of the issues that we discussed during our recent telephone conversation.

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If you have any questions, feel free to contact this office at your convenience.

Sincerely,

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

Corey Skinner, EIT
Dam Safety Section

Enclosures

SCANNED
AUG 1 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

April 27, 1998

MS FELICITAS FUNKE-RIEHLE
PO BOX 2881
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR A37-04436

Dear Ms Funke-Riehle

Based upon the submitted change of ownership form I have split the above adjudication claim with half going to you and the balance remaining with Mr Cox. Although the split of the claimed volume of 5 afa was not specifically identified I used the same ratio as indicated for the diversion rate.

A problem does exist concerning this claim. The information supplied with your change of ownership and even with documentation supplied when the claim was filed by Mr Cox indicates that the majority of the claim is NOT appurtenant to either lot 6 or 7. A question of ownership exists. This problem will eventually have to be resolved prior to the department's recommendation of each portion to the court.

The change of ownership also indicates a second right involved in the change of ownership. The number listed is AJ0723NP. This number does not correspond to any department issued number, nor did a data base search for additional adjudication claims at the corresponding legal description find any claim that appears to be associated with lot 6. Further information must be provided before any further action can be taken.

If you have any questions please contact this office.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

SCANNED
4/27



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

April 27, 1998

RANDALL COX
PO BOX 644
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR A37-04436

Dear Mr Cox

Based upon the submitted change of ownership form I have split the above adjudication claim with half going to Ms Funke-Riehle and the balance remaining with you. Although the split of the claimed volume of 5 afa was not specifically identified I used the same ratio as indicated for the diversion rate.

A problem does exist concerning this claim. The information supplied with the change of ownership and even with documentation supplied when the claim was filed by you indicates that the majority of the claim is NOT appurtenant to either lot 6 or 7. A question of ownership exists. This problem will eventually have to be resolved prior to the department's recommendation of each portion to the court.

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If you have any questions please contact this office.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

SCANNED
APR 28 1998

Copied from
WR memo file
4-23-98
RKC

SUN VALLEY SUBDIVISION, FIRST ADDITION, REVISED



Form 42-281/42-1-00040, February 3, 1997

REC

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

SEP 19 1997

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Southern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

A37-04436

1. Water Right No(s):

Adjudication Claim No(s):

AJ0723NP

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

Mr. Randall Cox

PO Box 644, Ketchum, 83340

4. New Owner/Claimant(s)

Mrs. Felicitas Funke-Riehle

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

PO Box 2881

City, State and ZIP Code

Ketchum Idaho 83340

New Telephone Number

(208) 726-9588

5. Date you acquired the property

December 1, 1996

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate

Number and type of stock

Diversion rate in CFS

5

Number of homes

Other uses

Aesthetics

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)

Felicitas Funke-Riehle

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

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

RECEIVED
SEP 22 1997

A37-04436A

State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

April 27, 1998

RECEIVED

APR 30 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RANDALL COX
PO BOX 644
KETCHUM ID 83340

Department of Water Resources
Southern Region

*Letter Returned
address problems
KKE*

RE: CHANGE OF OWNERSHIP FOR A37-04436

Dear Mr Cox

Based upon the submitted change of ownership form I have split the above adjudication claim with half going to Ms Funke-Riehle and the balance remaining with you. Although the split of the claimed volume of 5 afa was not specifically identified I used the same ratio as indicated for the diversion rate.

A problem does exist concerning this claim. The information supplied with the change of ownership and even with documentation supplied when the claim was filed by you indicates that the majority of the claim is NOT appurtenant to either lot 6 or 7. A question of ownership exists. This problem will eventually have to be resolved prior to the department's recommendation of each portion to the court.

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If you have any questions please contact this office.

Sincerely

Kelly K. Christensen

Kelly K Christensen
Sr Water Resource Agent

Enclosures

AJ0743NP
(OD-124)

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

08/19/98 08:25:32
Page 1

Water Right Number - A37-04436A

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

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

*** C - CURRENT OWNER ***
NUMBER NOT USED

1 -
2 -
3 -
City- X State- ID Zip- 0
Phone - 208-000-0000

*** O - ORIGINAL OWNER ***
COX

RANDALL T

1 - PO BOX 644
2 -
3 -

City- SUN VALLEY State- ID Zip- 833530000
Phone - 208-726-7430

COX

GLENDA A

1 - PO BOX 644
2 -
3 -

City- SUN VALLEY State- ID Zip- 833530000
Phone - 208-726-7430

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
11/01/1968 17 SOUTHERN Z - SEE REMARKS

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
WARM SPRINGS CREEK
NUMBER NOT USED BIG WOOD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County
04N 17E 13 NE NW (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
52 - AESTHETIC 01/01 12/31 2.50
53 - AESTHETIC STORAGE 01/01 12/31 2.50
55 - DIVERSION TO STORAGE 01/01 12/31 5.000

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
5.000 0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
04N 17E 13 NE NW 52 AESTHETIC (13) BLAINE

Total Acres:

+ - - Diversion Means - CULVERTS, PONDS, DITCHES

+ - - Non-Irrigation Use - AESTHETICS

Water right number - A37-04436A

Prefix Translation: ADJUDICATION CLAIM

+ - - Other Rights for Same Use - NONE

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

GEN THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY
KKC.

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON
THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS
CONCERNING THE LOCATION OF THE POND.

NUMBER NOT USED. DO NOT ISSUE.

THE CLAIMANT SUBMITTED ADDITIONAL INFORMATION TO ESTABLISH THAT
THE ENTIRE RIGHT SHOULD GO TO RIEHLE. THEREFORE BOTH SPLIT
PORTIONS (A & B) HAVE BEEN 'Z'ED OUT AND THE ORIGINAL CLAIM
REESTABLISHED AS A VALID RIGHT FOR HER. KKC 8-19-98.

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

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

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - - Comments - - - - - +
No Comments Found

+ - - Audit Fields - - +
08/19/98 KCHRISTE

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

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 01/05/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- X777777	Water District	- 37
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- OR	Presumption Flag	-
				Notice of Error Flag	-



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

August 19, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

ROBERT KORB
KNEELAND KORB COLLIER & LEGG
128 SADDLE RD
PO BOX 249
KETCHUM ID 83340

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM: A37-04436

Dear Mr Korb

After reviewing the documentation you submitted I have re-combined the splits of the original right. Enclosed is a copy of the claim showing Ms Riehle as the current owner. Please review the claim to confirm that the data entry is correct.

The split portions of the claim have been designated as NUMBER NOT USED and they will not be processed further in the adjudication.

If you have any questions please call this office.

Sincerely

Kelly K Christensen
Senior Water Resource Agent
Enclosure

SEARCHED
SERIALIZED

IDAHO
MENT OF WATER RESOURCES
ore Street, Suite 200
Idaho 83301-3380

RETURNED
TO SENDER
ADDRESSEE UNKNOWN

Not

Letter returned
not delivered or
forwarded. KKC



RECEIVED

APR 30 1998

Department of Water Resource
Southern Region

SCANNED
APR 14 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

April 27, 1998

MS FELICITAS FUNKE-RIEHLE
PO BOX 2881
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR A37-04436

Dear Ms Funke-Riehle

Based upon the submitted change of ownership form I have split the above adjudication claim with half going to you and the balance remaining with Mr Cox. Although the split of the claimed volume of 5 afa was not specifically identified I used the same ratio as indicated for the diversion rate.

A problem does exist concerning this claim. The information supplied with your change of ownership and even with documentation supplied when the claim was filed by Mr Cox indicates that the majority of the claim is NOT appurtenant to either lot 6 or 7. A question of ownership exists. This problem will eventually have to be resolved prior to the department's recommendation of each portion to the court.

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If you have any questions please contact this office.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

AJ0743NP
(OD-124)

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

08/19/98 08:29:53
Page 1

Water Right Number - A37-04436B

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

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

*** A - ATTORNEY ***
KORB ESQ

ROBERT

1 - KNEELAND KORB COLLIER & LEGG
2 - 128 SADDLE RD
3 - PO BOX 249
City- KETCHUM State- ID Zip- 83340
Phone - 208-726-9311

*** C - CURRENT OWNER ***
NUMBER NOT USED

1 -
2 -
3 -
City- X State- ID Zip- 0
Phone - 208-000-0000

*** O - ORIGINAL OWNER ***
COX

RANDALL T

1 - PO BOX 644
2 -
3 -
City- SUN VALLEY State- ID Zip- 833530000
Phone - 208-726-7430

COX

GLENDA A

1 - PO BOX 644
2 -
3 -
City- SUN VALLEY State- ID Zip- 833530000
Phone - 208-726-7430

FUNKE RIEHLE

FELICITAS

1 - PO BOX 2881
2 -
3 -
City- KETCHUM State- ID Zip- 83340
Phone - 208-726-9588

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
11/01/1968 17 SOUTHERN Z - SEE REMARKS

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
WARM SPRINGS CREEK
NUMBER NOT USED BIG WOOD RIVER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County
04N 17E 13 NE NW (13) BLAINE

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
52 -	AESTHETIC	01/01	12/31		2.50
53 -	AESTHETIC STORAGE	01/01	12/31		2.50
55 -	DIVERSION TO STORAGE	01/01	12/31	5.000	

Water right number - A37-044368

Prefix Translation: ADJUDICATION CLAIM

+ - Total Div. Rate - + 5.000 + - Total Div. Volume - + + - Total Consumptive Use - + 0.0 + - KW Usage - +

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04N	17E	13	NE NW			52	AESTHETIC	(13) BLAINE

Total Acres:

+ - - Diversion Means - CULVERTS, PONDS, DITCHES

+ - - Non-Irrigation Use - AESTHETICS

+ - - Other Rights for Same Use - NONE

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

GEN THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

CHANGE OF OWNERSHIP AND SPLIT OF RIGHT DATA ENTERED 4-27-98 BY
KCC.

PROPORTIONATE RATE BASED UPON 5/10 DIVERSION RATE INDICATED ON
THE CHANGE OF OWNERSHIP FORM. A QUESTION OF OWNERSHIP EXISTS
CONCERNING THE LOCATION OF THE POND.

NUMBER NOT USED. DO NOT ISSUE.

THE CLAIMANT SUBMITTED ADDITIONAL INFORMATION TO ESTABLISH THAT
THE ENTIRE RIGHT SHOULD GO TO RIEHLE. THEREFORE, BOTH SPLIT
PORTIONS (A & B) HAVE BEEN 'Z'ED OUT AND THE ORIGINAL CLAIM
REESTABLISHED AS A VALID RIGHT FOR HER. KKC 8-19-98.

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

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

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - -Comments- - - - - +
No Comments Found

+ - - Audit Fields - - +
08/19/98 KCHRISTE

SCANNED
AUG 2 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

August 19, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

ROBERT KORB
KNEELAND KORB COLLIER & LEGG
128 SADDLE RD
PO BOX 249
KETCHUM ID 83340

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM: A37-04436

Dear Mr Korb

After reviewing the documentation you submitted I have re-combined the splits of the original right. Enclosed is a copy of the claim showing Ms Riehle as the current owner. Please review the claim to confirm that the data entry is correct.

The split portions of the claim have been designated as NUMBER NOT USED and they will not be processed further in the adjudication.

If you have any questions please call this office.

Sincerely

Kelly K Christensen
Senior Water Resource Agent
Enclosure

ED
J07



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

April 27, 1998

RANDALL COX
PO BOX 644
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR A37-04436

Dear Mr Cox

Based upon the submitted change of ownership form I have split the above adjudication claim with half going to Ms Funke-Riehle and the balance remaining with you. Although the split of the claimed volume of 5 afa was not specifically identified I used the same ratio as indicated for the diversion rate.

A problem does exist concerning this claim. The information supplied with the change of ownership and even with documentation supplied when the claim was filed by you indicates that the majority of the claim is NOT appurtenant to either lot 6 or 7. A question of ownership exists. This problem will eventually have to be resolved prior to the department's recommendation of each portion to the court.

The change of ownership also indicates a second right involved in the change of ownership. The number listed is AJ0723NP. This number does not correspond to any department issued number, nor did a data base search for additional adjudication claims at the corresponding legal description find any claim that appears to be associated with lot 6. Further information must be provided before any further action can be taken.

If you have any questions please contact this office.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

FILED
JUL 7



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

May 14, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT KORB ESQ
KNEELAND KORB COLLIER & LEGG
128 SADDLE ROAD
PO BOX 249
KETCHUM ID 83340

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM A37-04436.
CLAIMANT FELICITAS FUNKE-RIEHLE

Dear Sir

After mailing Ms Riehle a copy of her portion of the water right as split through the change of ownership process, I was contacted by Kevin Lenane. He indicated that the entire right was supposed to be conveyed to her. After our conversation I pulled the file and noted that the basic reason I split the right was that Ms Riehle noted that the claim was to be split with 5 cfs being her portion of the right. I have attached a copy of the change of ownership form she submitted. Please note item 6. Please note that in item 1 of that change of ownership form that a number (AJ0723NP) was listed as an adjudication claim number. That number has no identifiable meaning for water rights.

There is a question regarding ownership of the water right as it relates to the ownership of the property surrounding the pond. It appears that she does not own the land that surrounds a majority of the pond or at the point of diversion.

There is, however, some indication that there may be an agreement with the actual land owner that she may have their permission to hold a water right on their property. The title company indicates that there is a Pond Easement agreement (instrument no 364855) that may identify that right.

There is also a notation of a Memorandum of Agreement on right to purchase (instrument no 397061). These instruments were not included in the first change of ownership submitted. Before I can change the

SCANNED
MAY 12 2017

MAY 14, 1998
KORB
PAGE 2

entire right into her name I need documentation that she has that right. If there are any other documents concerning the ownership of the pond, please include them also.

I have enclosed the following;

1. The first change of ownership.
2. A new change of ownership.
3. A profile report of the original and her split portion of the claim.
4. A sketch showing the pond relationship to the two lots she purchased.

If you have any questions please give me a call.

Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

6/9/94

COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent Kelly K Christensen

CUSTOMER:
ALPINE AQUATICS
KEVIN LENANE
PO BOX 6370
KETCHUM ID 83340

DATE: May 11, 1998 4:48 pm

SUBJECT: SPLIT OF A37-04436
phone (X) walk-in()

He called to indicate that Ms Riehle purchased all of the property and should get all of the claim. I explained the ownership conflict and he indicated that there was a Pond Easement agreement. I checked the file and found reference to the agreement but it was not attached. We discussed general adjudication issues and the adjudication process as it relates to statutory claims. He indicated that the system does not flow at the claimed rate. He thought that the flow may be less than 1 cfs. He stated that the company has a maintenance agreement to manage the pond. I explained that he may have to obtain a power of attorney or become a personal representative to be able to conduct business for Ms Riehle. I stated that I would have to review the ownership issue with the department's legal staff for direction and that I would then get back with him.

He indicated that there was a recent law suit regarding access to the stream channel and he thought that the access was denied.

Shane



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

July 29, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Margot Van Horn
Box 1736
Ketchum, ID 83353

Dear Ms. Van Horn:

Pursuant to your recent inquiry, I have enclosed an Application for Permit, along with instructions, and a Notice of Claim to a Water Right form, along with instructions. I have also enclosed a brochure entitled "IDAHO WATER RIGHTS A PRIMER". This brochure talks about some of the issues that we discussed during our recent telephone conversation.

I have also enclosed copies of profile reports of Snake River Basin Adjudication claims A37-04436A and A37-04436B for your reference. In addition I have enclosed a copy of a profile report of the original statutory claim, 37-04436, that the two Snake River Basin Adjudication claims are based on. The profile reports should show all of the relevant information relating to the claims.

If you have any questions, feel free to contact this office at your convenience.

Sincerely,

Corey Skinner, EIT
Dam Safety Section

Enclosures

LETTER & INFO

MAILED 07/29/1998.

PACKAGE RETURNED TO
SOUTHERN REGION OFFICE ON
08/04/98 WITH MARGOT VAN HORN'S
ADDRESS SCRATCHED OUT AND
REPLACED WITH ADDRESS FOR
VAN & VICKI WILLIAMS?

SCANNED
APR 22

P. SKINNER



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

July 29, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Margot Van Horn
Box 1736
Ketchum, ID 83353

Dear Ms. Van Horn:

Pursuant to your recent inquiry, I have enclosed an Application for Permit, along with instructions, and a Notice of Claim to a Water Right form, along with instructions. I have also enclosed a brochure entitled "IDAHO WATER RIGHTS A PRIMER". This brochure talks about some of the issues that we discussed during our recent telephone conversation.

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If you have any questions, feel free to contact this office at your convenience.

Sincerely,

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

Corey Skinner, EIT
Dam Safety Section

Enclosures

SCANNED
APR 11 1999

RECEIVED

OCT 19 1998

Department of Water Resources

Claimants Name:

Ms. Felicitas Funke-Riehle
P.O. Box 2881
Ketchum ID 83340

RECEIVED

OCT 23 1998

Department of Water Resources
Southern Region

Attorney Name & Address:

James P. Speck
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752

**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

)
)
) **AFFIDAVIT OF RANDALL T. COX**
)
)
)

DESCRIPTIVE SUMMARY

This is an affidavit in support of the elements of Claim A37-04436 based upon beneficial
use.

AFFIDAVIT OF RANDALL T. COX - 1

SCANNED
APR 2 2007

H:\WPDATA\JDM\FunkeRiehle\cox\affidavit.wpd
9/14/98

AFFIDAVIT

STATE OF IDAHO)
) SS.
COUNTY OF BLAINE)

I, RANDALL T. COX, being duly sworn, under oath, depose and state as follows:

1. I am over the age of eighteen (18) years, a have been a resident of Blaine County, Idaho for 26 years.

2. In 1972, I spoke to Owen Simpson who owned all of the lands which now forms Sun Valley Subdivision, First Addition, Revised, in the City of Ketchum, Idaho. He was planning to subdivide the property at the time and I was interested in acquiring a lot. Owen told me he had installed a culvert in October or November, 1968 to divert water from Warm Springs Creek into a depression separated from the Creek by a spit of land to form a pond. He estimated the flow into the pond at approximately 10 cfs. This pond covered most of what is now Lot 7A of the Subdivision.

3. My wife, Glenda, and I purchased Lots 6 and 7 in the Subdivision in 1974 and acquired replatted Lot 7A in 1991. In September, 1987, we filed with the Idaho Department of Water Resources pursuant to I.C. § 42-243, a Claim to a Water Right No. 37-04436 for the aesthetic use of the pond on the basis of the beneficial use commenced by Owen Simpson as described above. In January, 1989, we filed Claim A37-04436 in the SRBA for the aesthetic use of the pond.

4. The amount of water diverted into the pond from Warm Springs Creek and the size of the pond have remained approximately the same since 1968.

DATED this 14 day of September, 1998.

Randall T. Cox
RANDALL T. COX

SUBSCRIBED AND SWORN to before me this 14th day of September, 1998.



Randi S. Diem
Notary Public for Idaho
Residing at Blaine Co, ID
Comm. Expires: 8-29-03

SCANNED
APR 1 2007

Claimant Name:

Felicitas Funke-Riehle

Attorney Name & Address:

**James P. Speck
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752**

RECEIVED
OCT 16 1997
Department of Water Resources
Southern Region

**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

)
)
)
)
)
)

NOTICE OF APPEARANCE

DESCRIPTIVE SUMMARY

This is a notice of appearance by counsel on behalf of the new claimant and purchaser of the water right identified below.

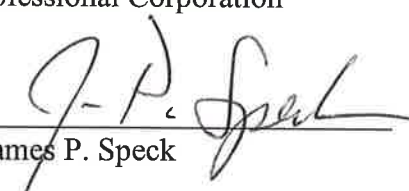
NOTICE OF APPEARANCE

The law firm of Speck & Aanestad, A Professional Corporation, hereby enters its appearance in the action on behalf of Claimant, Felicitas Funke-Riehle, for the following water right which is not the subject of any subcases: A37-04436.

COPIED
2/26/97

DATED this 15 day of October, 1998.

SPECK & AANESTAD
A Professional Corporation

By 
James P. Speck

CERTIFICATE OF SERVICE

I hereby certify that on the 15 day of October, 1998, I served a true and correct copy of the foregoing NOTICE OF APPEARANCE on the following persons in the manner designated below:

Chief, Natural Resources Division
Office of the Attorney General, State of Idaho
P. O. Box 44449
Boise, ID 83711-4449

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid

The United States Department of Justice
Environmental and Natural Resources
Division
550 West Fort Street
Box 33
Boise, ID 83724

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid

Idaho Department of Water Resources
Document Depository
P.O. Box 83720
Boise, ID 83720-0098

- ☒ United States Mail, Postage Prepaid
☐ Hand Delivery
☐ Facsimile, with copy by United States Mail, Postage Prepaid


JAMES P. SPECK

SCANNED
10/15/98

SPECK & AANESTAD

A PROFESSIONAL CORPORATION
ATTORNEYS

120 EAST AVENUE
POST OFFICE BOX 987
KETCHUM, IDAHO 83340

JAMES P. SPECK
DOUGLAS J. AANESTAD
BENJAMIN W. WORST

TELEPHONE
(208) 726-4421
FACSIMILE
(208) 726-0752

October 15, 1998

RECEIVED
OCT 16 1998
Department of Water Resources
Southern Region

Kelly K. Christensen
Senior Water Resource Agent
1341 Fillmore Street
Suite 200
Twin Falls, ID 83301-3380

RE: SRBA Claim A37-04436

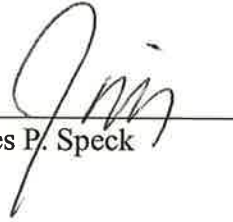
Dear Kelly:

Enclosed you will find the original Affidavit of Randall T. Cox and my Notice of Appearance on behalf of Mrs. Felicitas Funke-Riehle, the Claimant for the above-referenced claim. This Affidavit is filed in support of the elements of the beneficial use claim. I have also enclosed copies of the Affidavit and Notice of Appearance to be file stamped by your office and returned to me in the stamped and addressed envelop I have also provided.

Please call me if you have any questions. Thank you.

Sincerely yours,

SPECK & AANESTAD
A Professional Corporation

By: 
James P. Speck

JPS:rsd
enclosures
cc: client, w/encl.

SCANNED
OCT 27 1998

RECEIVED
OCT 16 1998
Department of Water Resources
Southern Region

Claimants Name:

Ms. Felicitas Funke-Riehle
P.O. Box 2881
Ketchum ID 83340

Attorney Name & Address:

James P. Speck
Speck & Aanestad
A Professional Corporation
120 East Avenue
P. O. Box 987
Ketchum, Idaho 93340
(208) 726-4421
FAX: (208) 726-0752

**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

)
)
)
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)
)

AFFIDAVIT OF RANDALL T. COX

DESCRIPTIVE SUMMARY

This is an affidavit in support of the elements of Claim A37-04436 based upon beneficial
use.

SCANNED
JUL 2 2007

AFFIDAVIT

STATE OF IDAHO)
)
COUNTY OF BLAINE) SS.

I, RANDALL T. COX, being duly sworn, under oath, depose and state as follows:

1. I am over the age of eighteen (18) years, a have been a resident of Blaine County, Idaho for 26 years.

2. In 1972, I spoke to Owen Simpson who owned all of the lands which now forms Sun Valley Subdivision, First Addition, Revised, in the City of Ketchum, Idaho. He was planning to subdivide the property at the time and I was interested in acquiring a lot. Owen told me he had installed a culvert in October or November, 1968 to divert water from Warm Springs Creek into a depression separated from the Creek by a spit of land to form a pond. He estimated the flow into the pond at approximately 10 cfs. This pond covered most of what is now Lot 7A of the Subdivision.

3. My wife, Glenda, and I purchased Lots 6 and 7 in the Subdivision in 1974 and acquired replatted Lot 7A in 1991. In September, 1987, we filed with the Idaho Department of Water Resources pursuant to I.C. § 42-243, a Claim to a Water Right No. 37-04436 for the aesthetic use of the pond on the basis of the beneficial use commenced by Owen Simpson as described above. In January, 1989, we filed Claim A37-04436 in the SRBA for the aesthetic use of the pond.

4. The amount of water diverted into the pond from Warm Springs Creek and the size of the pond have remained approximately the same since 1968.

DATED this 14 day of September, 1998.

Randall T. Cox
RANDALL T. COX

SUBSCRIBED AND SWORN to before me this 14th day of September, 1998.



Randi S. Diem
Notary Public for Idaho
Residing at Blaine Co., ID
Comm. Expires: 8-29-03

SCANNED
AUG 2 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

October 16, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

SPECK & AANSTAD
JAMES SPECK
PO BOX 987
KETCHUM ID 83340

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM: A37-04436

Dear Mr Speck

Enclosed is the date stamped copy of your notice of appearance. I have updated the ownership to show your firm as attorney of record.

Sincerely

Kelly K Christensen
Senior Water Resource Agent

Enclosure

SCANNED
10/21/98



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

August 19, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

ROBERT KORB
KNEELAND KORB COLLIER & LEGG
128 SADDLE RD
PO BOX 249
KETCHUM ID 83340

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM: A37-04436

Dear Mr Korb

After reviewing the documentation you submitted I have re-combined the splits of the original right. Enclosed is a copy of the claim showing Ms Riehle as the current owner. Please review the claim to confirm that the data entry is correct.

The split portions of the claim have been designated as NUMBER NOT USED and they will not be processed further in the adjudication.

If you have any questions please call this office.

Sincerely

Kelly K Christensen
Senior Water Resource Agent
Enclosure

SCANNED
8/19/98

SD-60
MODIFY CLAIM

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION SCREEN 4

DATE: 12/27/90
TIME: 15:22:22

WATER RIGHT NUMBER: A37-04436

STAGE/STATUS:	S/
COURT REPORT FILING DATE:	___/___/___
OBJECTION FILED DATE:	___/___/___
RESPONSE FILED DATE:	___/___/___
CLAIM RECEIVED DATE:	1/5/1989
FIELD INSPECTION DATE:	___/___/___
WATER DISTRICT NUMBER:	37
STATE/FEDERAL INDICATOR:	S
CIVIL CASE NUMBER:	39576
OLD JUDICIAL DISTRICT:	___
OLD CASE NUMBER:	___
POU OWNERSHIP FLAG:	Y
FIELD INSPECTION FLAG:	___
RECEIPT NUMBER:	M002453
TOTAL ACRES:	___

(GOLD2=UPDATE)

(ENTER=EXIT)
(GOLD8=CANCEL)

SCANNED
MICROFILMED
FEB 24 1993



State of Id
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

January 3, 1989

BLAINE

Mr. and Mrs. Randall T. Cox
Box 644
Sun Valley, Idaho 83353

RE: Notice of Claim to a Water Right

Dear Mr. & Mrs. Cox:

Enclosed please find the Notice of Claim to a Water Right you recently filed with this Department and your Money order #1250812 for \$25.00. We are returning it to allow you an opportunity to reconsider the information contained in your claim.

According to Item 5, Description of existing diversion works, this water use includes diverting from Warm Springs Creek into a pond where water is stored for aesthetic purposes. Two ditches then carry water back to the creek. You also state that the pond has a storage capacity of about 5 acre feet. Although you have previously submitted a Statutory Claim in a similar way, you should be aware that the correct fee for this claim is \$1,550.00. The fee is calculated as follows: \$50 flat fee, plus a variable fee of \$100 per cfs.

I have enclosed a Table of Equivalents for you to evaluate the figures you submitted on your claim. Specifically, you should note that 15 cfs is over 15,000 gallons a minute. While a system may carry that volume, you need to evaluate whether or not that is the amount of water used for maintaining the pond.

In addition, you might consider a more descriptive way of describing the uses which you are claiming. Specifically, you might claim the uses as follows:

Diversion to Storage
Aesthetic Storage

The diversion to storage should be listed in cfs, while the storage amount is in acre feet). As you will note on the Table of Equivalents, 1 cfs will cover one acre with one inch of water in one hour.

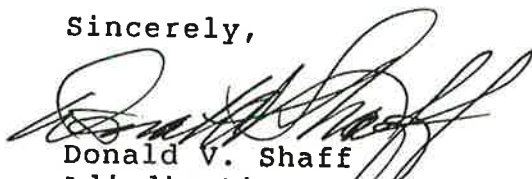
MICROFILMED
FEB 24 1993

Mr. and Mrs. Randall T. Cox
January 3, 1989
Page 2

I have enclosed a claim form with suggestions on completing the form. If you wish, you may use this form in place of your original handwritten form. Be sure to complete all the necessary items, then sign the new form and have it notarized.

Please do not hesitate to call if you have any questions or we can be of any assistance. If you will correct these problems prior to January 23, 1988, you will not be assessed a late filing fee. If you would like, you may make an appointment at our office in Twin Falls and they will be happy to assist you.

Sincerely,



Donald V. Shaff
Adjudication Section Supervisor

DVS:HH:db
Enclosures
Long Form 37-4436
Money Order 1250812
Table of Equivalents

SCANNED
FEB 2 1993

MICROFILMED
FEB 24 1993

10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME

Cox

CLAIM IDENT. NO.

DATE RECEIVED

NO 1250812

AMOUNT \$ 25.00

1. Is the name and address complete with zip code?

YES

NO

2. Is a priority date entered?

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

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

3. (a) Is a source entered?

(b) Is a tributary to entered? (if required)

N/A

4. Is the legal description of the p.d. sufficient?

5. Is there a description of the diverting works?

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.

Is the period of use included?

Is a quantity claimed for each use?

7. Is a total quantity claimed entered?

has both of 3 AF

8. If required is a consumptive use entered?

N/A

Is the consumptive use correct?

N/A

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.

N/A

10. Is (are) the place(s) of use and purpose(s) indicated?

11. Is (are) the county(ies) entered?

12. Is the ownership of p.u. checked?

13. Are other water rights listed or "none" indicated?

14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)

N/A

15. Is the basis of the claim indicated?

16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)

Has the claim been signed, sealed, and dated by a notary?

Was this claim filed on time, or was an extension granted?

Is the fee enclosed correct?

Exempt

If this claim is based on an existing water right, has the identification number been entered?

N/A

Should this claim be receipted and data entered?

Claim checked by:

Comments:

DIV to Storage - of 3 - 600
Acct Storage

SCANNED
FEB 24 1993

Water Right Number - 37-04436

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - - +

*** C - CURRENT OWNER ***
COX

RANDALL T.

1 - P.O. BOX 644

2 -

3 -

City- SUN VALLEY

Phone -

State- ID Zip- 833530000

COX

LINDA A.

1 - P.O. BOX 644

2 -

3 -

City- SUN VALLEY

Phone -

State- ID Zip- 833530000

+ - - Priority Date - - +
11/01/1968+ - - Region - - - +
17+ - - Stage - - - +
S - STATUTORY CLAIM

+ - - Status - - - +

+ - - - - Source - - - - - +
WARM SPRINGS CREEK+ - - - - Tributary - - - - - +
BIG WOOD RIVER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

04N 17E 13 NE NW (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

52 - AESTHETIC 01/01 12/31 15.000

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
15.000+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

04N 17E 13 NE NW 52 AESTHETIC (13) BLAINE

Total Acres:

+ - - Diversion Means - CULVERTS, PONDS, DITCHES

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
No Remarks found.+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.FEB 24 1993
MICROFILMED

Field Exam Fee	-
Swan Falls	-
Temporary Right	- P
DLE/Carey Act	-
Water District	- 37
Transfer/Amended	-

RECEIVED
FEB 24 1993

Copied from
WR memo file
4-23-98
KRC

SUN VALLEY SUBDIVISION, FIRST ADDITION, REVISED



SCANNED
APR 12 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

January 21, 1998

PHILIP E. BATT
GOVERNOR

ARL J. DREHER
DIRECTOR

*Copy of title
ms policy is
OK to chg
ownership.*

Robert Korb, Esq.
KNEELAND, KORB, COLLIER & LEGG
PO Box 249
Ketchum, Idaho 83340

RE: SRBA CLAIM(S): **A37-04436**

Client: Felicitas Funke-Riehle

Dear Mr. Korb:

Thank you for notifying us of the change of ownership for the above-referenced Snake River Basin Adjudication claim. In reviewing your request for change of ownership, however, I have found that there is a lack of documentation linking your client to the original claimant for this water right. Please provide the following at your earliest convenience:

Document of conveyance of property from Randall T. Cox to Felicitas Funk-Riehle. The Deed of Trust submitted with the Notice of Change of Ownership does not show the transfer of ownership from Cox to your client, and the Real Estate Purchase Agreement between the parties is not a signed and recorded document.

Your help in this matter will be greatly appreciated, as your client's claim cannot be processed until all the information has been received. If you have any questions, please feel free to call me at this office.

Sincerely,

Vikie Hancock
S.R.B.A. Records Clerk

SCANNED

APR 1 1998

AJ5809NP
No. A37-04436

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/22/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RANDALL T COX	11/01/1968	AESTHETIC	01-01 12-31		5.00 AFA
C	GLENDA A COX		AESTHETIC STORAGE	01-01 12-31		5.00 AFA
	PO BOX 644		DIVERSION TO STORAGE	01-01 12-31	10.00 CFS	
	SUN VALLEY ID 833530000					
	(208) 726-7430					
			TOTAL DIVERSION:		10.00 CFS	

Water Source: WARM SPRINGS CREEK

Tributary to: BIG WOOD RIVER

Stage: STATUTORY CLAIM

Point(s) of Diversion: T04N R17E S13 NENW BLAINE County

Place of use Legal Description for: AESTHETIC

	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
04N 17E 13	:				:	A			:				:			

POU County: BLAINE

Non-Irrigation Uses: AESTHETICS

Other Rights: NONE

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

A37-11876	A37-11886	A37-12005	A37-12128	A37-12184	A37-12288	A37-12445	A37-12543	A37-12622	A37-12672
A37-12754	A37-12972	R37-12128	R37-12184	R37-12288	R37-12672	R37-12754	R37-12936	R37-12972	

Remarks: GEN THE LEGAL LAND DESCRIPTION FOR THIS CLAIM IS ALSO KNOWN AS LOTS
6 AND 7 OF THE SUN VALLEY SUBDIVISION 1st ADDITION..

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

Misc: Water District Number: 37 Field Inspection Flag:
Presumption Flag:

Audit: 01/05/89 GIBSON 03/30/95 POST-STD

SCANNED
10-10-2007

LAW OFFICES
KNEELAND, KORB, COLLIER & LEGG

KNEELAND PROFESSIONAL BUILDING

128 SADDLE ROAD, SUITE 103

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KETCHUM, IDAHO 83340

(208) 726-9311

TELEFAX (208) 726-4515

STANLEY OFFICE

C. ANN LEGG

P.O. BOX 24

STANLEY, ID 83278

(208) 774-3498

ROBERT KORB III
BRUCE COLLIER
MICHAEL J. DORAZIO

G.R. KNEELAND
OF COUNSEL

June 1, 1998

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JUN 03 1998

Kelly K. Christensen
Senior Water Resource Agent
Idaho Department of Water Resources
1341 Filmore Street, Suite 200
Twin Falls, ID 83301-3380

Department of Water Resources
Southern Region

RE: Claim A37-04436, Felicitas Funke-Riehle, Claimant
KKCL File No.: 6916

Dear Mr. Christensen:

Enclosed please find the following for your information:

1. Copy of your May 14, 1998 letter for reference;
2. Copy of the Pond Easement, Release and Indemnity (Aanestad/Cox) recorded as Instrument No. 364855;
3. Copy of Memorandum of Agreement recorded as Instrument No. 397061;
4. Copy of Right to Purchase Agreement;
5. Copy of Replat of Sun Valley Subdivision, First Addition Revised, Block 5, Replat of Lot 4 and Lot 7A, August, 1994; and
6. Copy of Deed from Cox to Galena Moon Company Two, LLC of Lot 7AA.

As you may be aware, Randall and Glenda Cox were the owners of water right A37-04436 in connection with their properties, described as Amended Lot 6 and Lot 7AA, Sun Valley Subdivision, First Addition Revised, Block 5, Ketchum, Blaine County, Idaho. Ms. Riehle initially purchased Amended Lot 6 from Randall and Glenda Cox. At that time Ms. Riehle entered into a right to purchase their remaining Lot 7AA. A Right to Purchase Agreement was entered into and a Memorandum of said agreement was recorded as Instrument No. 397061. Subsequently, Ms. Riehle purchased Lot 7AA by her LLC from Randall and Glenda Cox and thereby succeeded to the entire water right Randall and Glenda Cox had in connection with the properties.

The Pond Easement, Release and Indemnity between Aanestad and Cox recorded as Instrument No. 364855 provided for reciprocal easements to use the pond and indemnity between the parties in connection with the use of the pond. Ms. Riehle succeeded to the

Letter to Kelley K. Christensen
June 1, 1998
Page 2

position of Randall and Glenda Cox in connection with the Pond Easement which covers the parties' properties. The Pond Easement does not address or pertain to the water right.

As reflected on the enclosed Replat, a substantial majority of the pond is located on Lot 7AA together with its point of diversion which is owned by Ms. Riehle.

For the foregoing reasons it is requested that the entire water right in connection with the pond be transferred to Ms. Riehle, the successor in interest of the right by purchase of Amended Lot 6 and Lot 7AA from Randall and Glenda Cox as previous owners .

Please advise of questions, comments or if I can be of further assistance.

Very truly yours,

KNEELAND, KORB, COLLIER & LEGG

By Robert Korb
Robert Korb

RK:cm
Enclosures: as stated
cc: client
Kevin Lenane

rk\riehle.107

COPIED
1-12-98



State of Idaho
DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

May 14, 1998

RECEIVED

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT KORB ESQ
KNEELAND KORB COLLIER & LEGG
128 SADDLE ROAD
PO BOX 249
KETCHUM ID 83340

JUN 03 1998

Department of Water Resources
Southern Region

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM A37-04436.
CLAIMANT FELICITAS FUNKE-RIEHLE

Dear Sir

After mailing Ms Riehle a copy of her portion of the water right as split through the change of ownership process, I was contacted by Kevin Lenane. He indicated that the entire right was supposed to be conveyed to her. After our conversation I pulled the file and noted that the basic reason I split the right was that Ms Riehle noted that the claim was to be split with 5 cfs being her portion of the right. I have attached a copy of the change of ownership form she submitted. Please note item 6. Please note that in item 1 of that change of ownership form that a number (AJ0723NP) was listed as an adjudication claim number. That number has no identifiable meaning for water rights.

There is a question regarding ownership of the water right as it relates to the ownership of the property surrounding the pond. It appears that she does not own the land that surrounds a majority of the pond or at the point of diversion.

There is, however, some indication that there may be an agreement with the actual land owner that she may have their permission to hold a water right on their property. The title company indicates that there is a Pond Easement agreement (instrument no 364855) that may identify that right.

There is also a notation of a Memorandum of Agreement on right to purchase (instrument no 397061). These instruments were not included in the first change of ownership submitted. Before I can change the

SCANNED

MAY 14, 1998
KORB
PAGE 2

entire right into her name I need documentation that she has that right. If there are any other documents concerning the ownership of the pond, please include them also.

I have enclosed the following;

1. The first change of ownership.
2. A new change of ownership.
3. A profile report of the original and her split portion of the claim.
4. A sketch showing the pond relationship to the two lots she purchased.

If you have any questions please give me a call.

Sincerely



Kelly K Christensen
Sr Water Resource Agent

Enclosures

RECEIVED
MAY 17 2007