

RECEIVED

OCT 27 2000

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

OCT 30 2000

Department of Water Resources

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-24507					

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)

Dennis & Tammy STREETER
40 LANTZ WAY LOWMAN, ID. 83637

4. New Owner/Claimant(s)

RON E. BEAN

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

New Mailing Address

5411 S. FLORIDA

City, State and ZIP Code

CALDWELL, IDAHO 83607

New Telephone Number

(208) 459-6251

5. Date you acquired the property

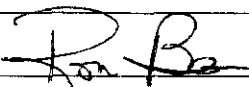
FEB - 17 - 2000

MICROFILMED

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 DB Date 10-27-00 Fee \$25-
 Received by DB Date 10-27-00 Receipt No. W027105
 Processed by _____ AJ Date _____ WR _____ Date _____

RECORDED

**PIONEER TITLE COMPANY
OF CANYON COUNTY**

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
(208) 466-6100

Ron Bean
5411 South Flordia Ave.
Caldwell, ID 83605

ESCROW NO. PN57635
RE: Dennis L. Streeter TO Ron E.
Bean
DATE: February 24, 2000

RECEIVED BY

Ron E. Bean

DATE 3-6-00

In connection with the above numbered Escrow, we enclose the following:

- ☐ Our Check in the sum of \$
- ☐ Closing Statement
- ☐ Original Quitclaim Deed recorded as Instrument No.
- ☒ Original Warranty Deed recorded as Instrument No. 200006203
- ☐ Original Deed of Trust recorded as Instrument No.
- ☐ Note dated in the sum of \$
- ☐ Title Insurance Policy No.
- ☐ Fire Insurance Policy in the amount \$

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours Very Truly,
PIONEER TITLE COMPANY
OF CANYON COUNTY

By:

Blanca E. Acosta
Blanca E. Acosta

MICROFILM
APR 11 1999

200-16203
PN 57635

WARRANTY DEED

R.B.

FOR VALUE RECEIVED Dennis L. Streeter and Tammy J. Streeter,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Ron E. Bean, an unmarried man

the Grantee, whose address is 5411 South Florida Avenue, Caldwell, ID 83605

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that they the owners in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2000 and subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: February 17, 2000

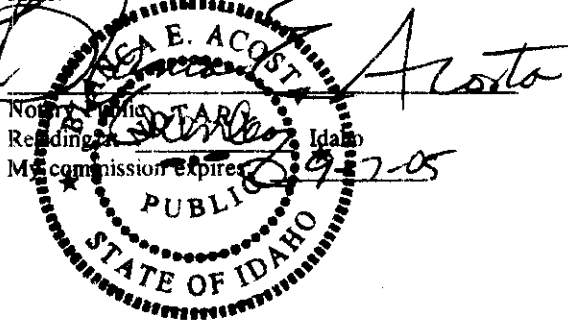
Dennis L. Streeter
Dennis L. Streeter

Tammy J. Streeter
Tammy J. Streeter

By Tammy J. Streeter
attorney in fact

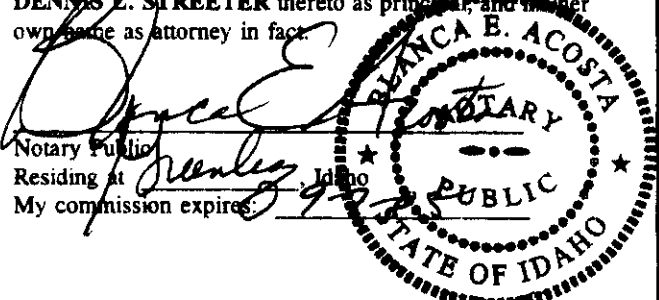
STATE OF IDAHO
COUNTY OF CANYON

On this 17 day of February, 2000, before me
a Notary Public, personally appeared TAMMY J.
STREETER, known or identified to me to be the person(s)
who(se) name(s) is/are subscribed to the within instrument,
and acknowledged to me that he/she/they have executed the
same.



STATE OF IDAHO
COUNTY OF CANYON

On this 17 day of February, 2000, before me
a Notary Public, personally appeared TAMMY J.
STREETER, known or identified to me to be the person
whose name is subscribed to the within instrument as
attorney in fact of DENNIS L. STREETER and
acknowledged to me that he/she subscribed the name of
DENNIS L. STREETER thereto as principal, and in her
own name as attorney in fact.



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

MICROFILMED

PN57635

Exhibit "A"

That portion of Lot 2, Block 1 of COONS SUBDIVISION, Canyon County, Idaho, according to the official plat thereof, filed in Book 18 of Plats, Page 11, records of said County, being a tract of land in the Southwest Quarter of the Southeast Quarter, Section 2, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, formerly described as the North Half of Lot 2, Block 1 of COONS SUBDIVISION, Boise Meridian, Canyon County, Idaho, more fully described as follows:

BEGINNING at the South Quarter corner of Section 2, Township 3 West, Boise Meridian, Canyon County, Idaho; thence running

North 00° 00'00" East along the centerline of the above said Section 2 a distance of 854.18 feet to a point; thence running

North 89° 10'52" East a distance of 40.00 feet to the REAL POINT OF BEGINNING; thence running

North 00° 00'00" East a distance of 144.71 feet to a point; thence running

North 89° 10'52" East a distance of 620.07 feet to a point in the bottom of a ditch; thence running

South 17° 31'17" East a distance of 151.07 feet to a point; thence leaving the bottom of the ditch running

South 89° 10'52" West a distance of 665.56 feet to the REAL POINT OF BEGINNING.

200006203

RECORDED

00 FEB 18 PM 4 58

G NOEL HALES

CANYON CNTY RECORDER

BY



REQUEST PIONEER-NMPPA
TYPE *See Fee* 6.00

MICROFILMED
JUN 16 1971

KENNETH D. ROBERTS

Telephone
(208) 454-2531
FAX 454-2532

ATTORNEY AT LAW
111 EAST LOGAN ST.
CALDWELL, IDAHO 83605

Casey U. Robinson
Associate Attorney

May 5, 1994

David and Louise Frickey
Route 8, South Florida
Caldwell, Id. 83605

re: Your common border with Dennis and
Tammy Streeter

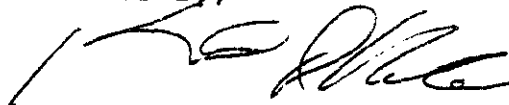
Dear Mr. and Mrs. Frickey:

I have been contacted by Mr. and Mrs. Streeter regarding the interpretation of your legal descriptions. You each have a description which gives you each one-half of what was formerly lot 2, block 1 of Coons Subdivision. The Streeters want to get a clear description of the dividing line between your lots. It is clear that you each got one-half of the total area of lot 2, but the location of the dividing line is ambiguous because the back line of your lots is not parallel to the front boundary.

When Jerry and Pam Wilson applied for the lot split to planning and zoning, he stated in his application that each lot would have 139.11 feet of frontage. This makes the dividing line angle back toward your side of the center line. I am told there was originally a marker front and rear that are no longer in existence.

I am double checking my research with Wilsons. In any event, we need to get your input into this as you may have some encroachments over the boundary. I would suggest that you consult legal counsel to confirm my interpretation of the boundary line.

Sincerely,



Kenneth D. Roberts

KDR/hr

RECORDED

MAY 11 1994

INSTRUMENT NO. 95/0322

QUITCLAIM DEED

For Value Received, DAVID FRICKEY and LOUISE FRICKEY, husband and wife, hereinafter called the First Party, does by these presents remise, release and forever QUITCLAIM, unto DENNIS STREETER and TAMMY STREETER, husband and wife, of 5411 S. Florida Ave., Caldwell, Idaho, hereinafter called the Second Party, and to Second Partys heirs and assigns, all title which first party now has or may hereafter acquire, in the following described real property, situated in Canyon County, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all water and ditch rights and rights of way for water and ditches appurtenant thereto.

First Party does hereby convey any and all right, title and interest, either contingent or vested and however arising, in and to the above-described real property that First Party may now have or may hereafter acquire.

TO HAVE AND TO HOLD, ALL and singular the said premises, together with any appurtenances thereto, unto the Second Party, and to Second Party's heirs and assigns forever.

IN WITNESS WHEREOF, The said First Party has hereunto set First Party's hand and seal this 12 day of ~~March~~ ^{APRIL}, 1995.

Louise Frickey
David Frickey

STATE OF IDAHO, COUNTY OF CANYON) ss.

On this 12th day of ~~March~~ ^{April}, 1995, before me, a notary public in and for said State, personally appeared David Frickey and Louise Frickey, husband and wife, known to me to be the persons whose names are subscribed in the within instrument, and acknowledged to me that they executed the same.



Rebecca Salinas
NOTARY PUBLIC FOR IDAHO
Residing at Nampa
My Commission Expires: 1-31-98

ENCLOSURE

APR 24 1995

KENNETH D. ROBERTS
ROBERTS & ROBINSON
ATTORNEYS AT LAW
1024 EAST BELMONT ST.
CALDWELL, IDAHO 83605
TELEPHONE (208)454-2531
ATTORNEY FOR PLAINTIFF

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON
* * *

DENNIS STREETER and TAMMY
STREETER, husband and wife,

Plaintiff,

vs.

CASE NO. CV-94-02946

DAVID FRICKEY and LOUISE FRICKEY,
husband and wife,

Defendant,

STIPULATION

COMES NOW Kenneth D. Roberts, counsel for the plaintiff, and
Brad Ford, attorney for the defendant and do stipulate and agree as
follows:

1. That the parties have had a survey performed which
establishes a new boundary between the parties' properties. The
new legals are attached hereto as Exhibits.

2. That the parties shall accept this new boundary as
settling all issues of this case.

3. That the parties shall each quitclaim any interest in the

other's property according to the new survey descriptions attached hereto.

4. That the suits herein shall be dismissed and each party shall bear their own costs and fees incurred herein.

So stipulated this 13 day of January, 1994¹⁹⁹⁵

JS. OS.

Dennis Streeter
Dennis Streeter

David Frickey
David Frickey

Tammy Streeter
Tammy Streeter

Louise Frickey
Louise Frickey

STATE OF IDAHO)
:ss.
County of Canyon)

On this 13 day of January, 1995, before me, the
Undersigned, a Notary Public in and for said State, personally
appeared Dennis Streeter and Tammy Streeter, 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 first above written.

(SEAL)

James Krasberg
Notary Public For Idaho
Residing at Caldwell, ID
My Commission Expires: 2-3-98

STATE OF IDAHO)
:ss.
County of Canyon)

On this 13 day of January, 1995, before me, the
Undersigned, a Notary Public in and for said State, personally
appeared David Frickey and Louise Frickey and ~~Tammy Streeter~~, JK
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 first above written.

(SEAL)

James Krasberg
Notary Public For Idaho
Residing at Caldwell, ID
My Commission Expires: 2-3-98

QUITCLAIM DEED

For Value Received, DENNIS STREETER and TAMMY STREETER, husband and wife, hereinafter called the First Party, does by these presents remise, release and forever QUITCLAIM, unto DAVID FRICKEY and LOUISE FRICKEY, husband and wife, of 5417 S. Florida Ave., Caldwell, Idaho, hereinafter called the Second Party, and to Second Partys heirs and assigns, all title which first party now has or may hereafter acquire, in the following described real property, situated in Canyon County, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Together with all water and ditch rights and rights of way for water and ditches appurtenant thereto.

First Party does hereby convey any and all right, title and interest, either contingent or vested and however arising, in and to the above-described real property that First Party may now have or may hereafter acquire.

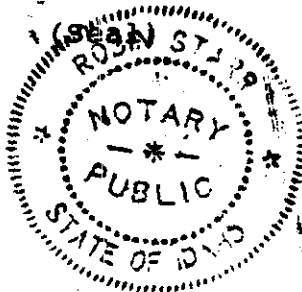
TO HAVE AND TO HOLD, ALL and singular the said premises, together with any appurtenances thereto, unto the Second Party, and to Second Party's heirs and assigns forever.

IN WITNESS WHEREOF, The said First Party has hereunto set First Party's hand and seal this 23rd day of March, 1995.

Dennis Streeter
Tammy Streeter

STATE OF IDAHO, COUNTY OF CANYON) ss.

On this 23rd day of March, 1995, before me, a notary public in and for said State, personally appeared Dennis Streeter and Tammy Streeter, husband and wife, known to me to be the persons whose names are subscribed in the within instrument, and acknowledged to me that they executed the same.



Bolin Starr
NOTARY PUBLIC FOR IDAHO
Residing at Caldwell
My Commission Expires: 3/10/2000

MICHAEL

APR 12 1995

(1)

Property Discription
(Dennis Streeter)

A tract of land in the SW1/4, SE1/4, Sec.2, T3N, R3W, Boise Meridian (B.M.) being the North 1/2 of Lot 2, Block 1 of Coons Subdivision, more fully discribed as follows:

Beginning at the South 1/4 corner of Sec.2, T3N, R3W, B.M.; thence running N00°00'00"E along the centerline of the above said Sec.2 a distance of 854.18ft. to a point; thence running N89°10'52"E a distance of 40.00ft. to the "Real Point of Beginning"; thence running N00°00'00"E a distance of 144.71ft. to a point; thence running N89°10'52"E a distance of 620.07ft. to a point in the bottom of a ditch; thence running S17°31'17"E a distance of 151.07ft. to a point; thence leaving the bottom of the ditch running S89°10'52"W a distance of 665.56ft. to the "Real Point of Beginning".

The above discribed property contains 2.14 acres, more or less, and is subject to easements and rights-of-way of record and in use.



9510322

RECORDED

'95 APR 25 AM 8 57

REC'D ALKR

CANYON CNTY RECORDER

REQUEST

TYPE

Ken Roberts
FEE 6.00

EXHIBIT

A

Truckee

Property Discription
(S1/2, Lot 2, Block 1, Coons Subd.)

A tract of land in the SW1/4, SE1/4, Sec.2, T3N, R3W, Boise Meridian (B.M.) being the South 1/2 of Lot 2, Block 1 of Coons Subdivision, more fully discribed as follows:

Beginning at the South 1/4 corner of Sec.2, T3N, R3W, B.M.; thence running N00°00'00"E along the centerline of the above said Sec.2 a distance of 720.67ft. to a point; thence running N89°11'08"E a distance of 40.00ft. to the "Real Point of Beginning"; thence running N00°00'00"E a distance of 133.51ft. to a point; thence running N89°10'52"E a distance of 665.56ft. to a point in the bottom of a ditch; thence running S17°31'17"E a distance of 8.50ft. to a point; thence running S26°41'52"E a distance of 139.39ft. to a point; thence leaving the bottom of the ditch running S89°11'08"W a distance of 730.75ft. to the "Real Point of Beginning".

The above discribed property contains 2.14 acres, more or less, and is subject to easements and rights-of-way of record and in use.



3510323

RECORDED

'95 APR 25 AM 8 57

CANYON COUNTY RECORDER

CM DeAngelo

REQUEST *Brady*
TYPE *Full* FEE *6.00*

EXHIBIT

A

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

PHONE: 208 466-6100
FAX: 208 465-3248

February 17, 2000

ACKNOWLEDGEMENT AND APPROVE PLAT AND/OR RESTRICTIVE COVENANTS AND
TITLE COMMITMENT

RE: PN57635A

With reference to the real estate transaction closing under the above-identified escrow number, the undersigned acknowledges that they have reviewed and/or received from PIONEER TITLE COMPANY OF CANYON COUNTY a copy of the title commitment of the property which is the subject of this escrow. As well the undersigned acknowledge that they have reviewed and/or received from PIONEER TITLE COMPANY OF CANYON COUNTY a copy of the plat and/or restrictive covenants that affect said property (if they are applicable).

The undersigned agree that after review of the above items, they understand how any matters or information contained therein relate to the transaction now contemplated in this escrow and accept the same and instruct PIONEER TITLE COMPANY OF CANYON COUNTY to proceed with the escrow closing.



RON E. BEAN

NOTARIAL
STAMP
(200)

SELLER'S AND/OR BORROWER'S STATEMENT

The Seller's and Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agency by the Seller.

I have carefully reviewed the HUD-1 Settlement Statement/Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement and/or Closing Statement, whichever applies.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown on said HUD-1 Settlement Statement or Closing Statement, whichever applies and approve same for payment.

BORROWERS/BUYERS

SELLERS

Ron E. Bean
RON E. BEAN

The HUD-1 Settlement Statement/Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

First Title Company of Canyon County
BY Carol Shaw

DATE 2/17/00

SELLER'S TAX INFORMATION

SELLERS CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (substitute W-9)

You are required by law to provide the Settlement Agent (see block H) with your correct taxpayer identification number. If you do not provide your Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law in the Tax Reform Action of 1986, under Internal Revenue Code Sections 6045(a), 6576, 6722, 6723 and 7203.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: _____

TIN: _____

TIN: _____

PROCEEDS FROM REAL ESTATE TRANSACTIONS (substitute IRS form 1099-S)

The information contained below and in Blocks E, G, H, and I is important tax information and is being supplied to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

GROSS PROCEEDS: \$ 0.00

SELLER TAX CREDIT: \$ -0-

Check here if the Seller received or will receive property or services as part of the consideration.

PROCEEDS ALLOCATION FOR MULTIPLE SELLERS

When more than one seller is involved in the transfer of property, they may elect to allocate the Gross Proceeds between the named parties for the purpose of reporting such amounts to the Internal Revenue Service. This DOES NOT apply to a husband-wife relationship or to a partnership. If the proceeds are allocated, the sum of the individual allocations must equal the total Gross Proceeds above. Use the space below or submit a separate sheet listing name, address, taxpayer identification number, and allocation amount.

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
PHONE (208)466-6100

AGREEMENT

The undersigned by their signatures below acknowledge the following:

1. That as a part of the escrow services performed by **PIONEER TITLE COMPANY OF CANYON COUNTY**, that we have requested **PIONEER TITLE COMPANY** to prepare the **CLOSING DOCUMENTS**, a copy of which has been reviewed.
2. No legal advice has been offered to me by **PIONEER TITLE COMPANY** nor any of the employees thereof.
3. I/We have been requested by **PIONEER TITLE COMPANY** to seek the advice and counsel of an attorney of my own choosing and at my own expense concerning any aspect of the purchase and sale involved.
4. I/We further declare that all instruments to which I am a party (deeds, promissory notes, deeds of trust, bills of sales, agreements or similar instruments) if stenographically prepared by **PIONEER TITLE COMPANY**, have been prepared under the direction of my lawyers or myself, and particularly declare that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is or will be done solely at my direction and request.
5. I/We have read and understand the above statements.

DATED: February 17, 2000

BORROWER:

Ron E. Bean
RON E. BEAN

NOTAR

FEB 17 2000

"consumer credit protection," "truth in lending," or similar laws, and it is agreed you will have no liability for loss or damage arising out of non-compliance with such laws. --All adjustments to be made on a basis of a calendar year.--When requested to do so, a copy of the closing statement showing disbursements, in accordance with these instructions, may be delivered to the realtor who consummated the transaction, the mortgagee or its agent or to my attorney.

The parties herein acknowledge that PIONEER TITLE COMPANY has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. I/We by this statement agree that PIONEER TITLE COMPANY has recommended that legal advice be obtained by the undersigned as to the operation of this law. I/We further understand and acknowledge that any compliance with this Act was done outside of escrow closing.

Any amendment of or supplements to any instructions must be in writing and if you are unable to comply with the instructions within FIVE (5) days after date, said money and/or instruments shall be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible.

In the event that any controversy should arise between the parties hereto or with any third person, you shall not be required to determine the same or to take any action in the premises, but you may await settlement of any such controversy by joint instructions of the parties or by appropriate legal proceedings. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you harmless from and against any and all costs, charges, damages, attorneys' fees or other expenses which you in good faith may incur.

Receipt of money and/or instruments hereinabove mentioned is hereby acknowledged.

BORROWER:

Ron E. Bean
RON E. BEAN

PIONEER TITLE COMPANY OF CANYON COUNTY

BY:

Carol Shaw
Carol Shaw

RECORDED
1991 JUN 14

ESCROW INSTRUCTIONS

ESCROW NO: PN57635A
BORROWER: RON E. BEAN

DATE: February 17, 2000

PIONEER TITLE COMPANY OF CANYON COUNTY:

I hand you herewith executed documents: CLOSING STATEMENT, AGREEMENT, HUD-1 ADDENDUM, CLOSING CONDITIONS, ACKNOWLEDGEMENT OF COMMITMENT, AND THESE ESCROW INSTRUCTIONS PREPARED BY PIONEER TITLE COMPANY; TOGETHER WITH LOAN DOCUMENTS PREPARED BY GREENPOINT MORTGAGE FUNDING, INC. which you are authorized to use in connection with your above numbered Escrow upon payment for my account of **SEE EXHIBIT "I" ATTACHED HERETO FOR CREDITS DUE BUYER AND SELLER** and when you can issue your **LENDER'S** Title Insurance Policy in your usual form, containing the printed exceptions usual in such policies (with your liability thereunder not to exceed \$18,500.00) on the following described real property situated in the County of CANYON and State of Idaho, to wit:

AS DESCRIBED IN COMMITMENT NO. PN57635A

which will show record title to said property vested in **RON E. BEAN, AN UNMARRIED MAN** free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, as the same may now appear of record, printed conditions and exceptions contained in form of title insurance policy herein provided for.

Mortgage-Deed of Trust, executed by: **RON E. BEAN, AN UNMARRIED MAN** in favor of **GREENPOINT MORTGAGE** to secure the payment of \$18,500.00 and exceptions numbered **SCH. B/SPECIAL EXCEPTIONS 7 THRU 13** in your commitment no. **PN57635A** Dated **JANUARY 27, 2000**, which the undersigned have read and approved.

I authorize you to deduct or pay, before the closing of this Escrow, the following:

SEE EXHIBIT "I" ATTACHED HERETO FOR CHARGES DUE BUYER AND SELLER

NOTE: All terms and conditions between the parties herein have been met or waived for the purpose of closing escrow.

It is understood that water and utility charges will be adjusted between the seller and buyer outside this escrow. --In any acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium therefor has been paid. All matters regarding cancellation and transferring of fire insurance will be handled outside of escrow.--You will file for record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of filing such instruments, to vest the title as above stated, and shall not be held responsible for any liens that may attach after such filing or recording.--You are not required to ascertain compliance with any

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

466-6100 342-7799
FAX: 208 465-3248

TO: PIONEER TITLE COMPANY

ESCROW NO: PN57635A

DATE: February 17, 2000

THE UNDERSIGNED HEREBY AUTHORIZES AND INSTRUCTS PIONEER TITLE
COMPANY TO DISBURSE PROCEEDS FOR THE TRANSACTION REFERENCED ABOVE
AS INDICATED BELOW:

_____ ISSUE CHECK IN THE AMOUNT OF \$ _____

PAYABLE TO: _____

_____ ISSUE CHECK IN THE AMOUNT OF \$ _____

PAYABLE TO: _____

_____ DEPOSIT AT: _____
(provide Deposit Slip)

_____ DEPOSIT AT: _____
(provide Deposit Slip)

XX OTHER: TRANSFER TO PN 57635

ACKNOWLEDGED BY:

Ron E. Bean
~~Dennis L. Streeter~~ Ron E. Bean

Fammy J. Streeter

BY: _____
~~His Attorney-in-Fact~~

APPRAISAL DISCLOSURE

Borrower Name(s):

Ron E. Bean

Lender:

GreenPoint Mortgage Funding, Inc.
1100 Larkspur Landing Circle
Suite 101
Larkspur, California 94939

Property Address:

5411 South Florida Avenue

Caldwell, Idaho 83605

Date:

2/16/2000

Loan Number:

0100489533

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.

Contact: Loan Delivery

Lender/Broker: GreenPoint Mortgage Funding, Inc.

Address: 1100 Larkspur Landing Circle

Suite 101

Larkspur, California 94939

Telephone: (800) 462-2700

In your letter, give us the following information:

Mailing Address _____

Also include a check in the amount of \$5.00 to cover administrative costs.

Date: 2-17-00

Ron E. Bean
Ron E. Bean

-Borrower

-Borrower

-Borrower

-Borrower

FOR OFFICE USE ONLY:

A_DOCRP

Date Received: _____

Date appraisal copy mailed: _____

by: _____

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMP, IDAHO 83651

PHONE: 208 466-6100
FAX: 208 465-3248

CONDITIONS OF CLOSING

February 17, 2000

RE: PN57635A

The undersigned parties acknowledge that the signing of the documents deposited in this escrow DOES NOT constitute closing. Closing will be completed upon recording of the applicable documents which is contingent upon the following conditions, including but not limited to:

- 1 - RECEIPT OF CERTIFIED FUNDS FROM THE APPLICABLE PARTIES WHICH INCLUDES LENDER'S LOAN PROCEEDS BY WIRE TRANSFER.
- 2 - SATISFACTION OF ALL REQUIREMENTS OF THE LENDER, THEIR UNDERWRITER AND/OR INVESTOR.
- 3 - DEPOSIT OF ALL REQUIRED DOCUMENTS.

The parties further acknowledge and agree that PIONEER TITLE COMPANY shall be held harmless for any additional interest, due or lost, or matters pertaining to the possession of the property, in the event there is a delay in final closing due to the non-satisfaction of any of the above conditions.

Ron E. Ba

RON E. BEAN

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-26507

NAME AND ADDRESS: DENNIS STREETER
TAMMY STREETER
5411 S FLORIDA
CALDWELL, ID 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/31/1973

POINT OF DIVERSION: T03N R03W S02 SWSWSE Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

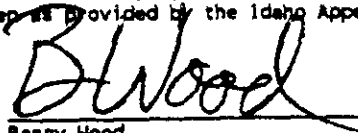
PLACE OF USE: Domestic Within Canyon County
T03N R03W S02 SWSE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.
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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Berry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 25, 2001

RON E BEAN
5411 S FLORIDA
CALDWELL ID 83607

RE: Change of Ownership for Water Right 63-26507

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

JUL 26 2001

No Color
Documents
In File