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JUN 20 2003

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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JUN 26 2003

WATER RESOURCES
WESTERN REGION

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
P.D. → 67-11211	Entire Right	- Done 6/3-11-05	CC: W.A. 3-11-05		
67-2184	Part				
67-7811	Entire Right	- Done 6/3-11-05			

No Change
6/3-11-05

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 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) The Benedictine Monks of Idaho & See below**
541 East 100 South, Jerome, Idaho 83672
4. New Owner/Claimant(s) Seth Matthews - Matthews Sunnyside Feedlot
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 447 Riverdock Road
- City, State and ZIP Code Weiser, Idaho 83672
- New Telephone Number (208) 549-2515
5. Date you acquired the property January 29, 2001

** Former owner - Richard Hormachea/RMH Co. P.O. Box 6887, Boise, ID. 83707

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 DH
 Receipted by DH
 Processed by _____ AJ

Date 6-20-03
 Date 6-20-03
 Date _____

Fee \$25- For 67-11211 + \$25- For 67-09811
 Receipt No. W030643
 WR _____ Date _____



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: 2001-010			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> 1.0 3/98 (MATTHEWSMONKS.PFD/2001-010/4)						
D. NAME AND ADDRESS OF BORROWER: SETH M. MATTHEWS and KRISTI E. MATTHEWS 426 KRAUSE RAOD WEISER, ID 83672		E. NAME AND ADDRESS OF SELLER: THE BENEDICTINE MONKS OF IDAHO 541 EAST 100 SOUTH JEROME, ID 83338		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: 447 & 462 RIVERDOCK ROAD WEISER, ID 83672 Washington County, Idaho		H. SETTLEMENT AGENT: Weiser Valley Title, Inc. PLACE OF SETTLEMENT 128 East Main Weiser, Idaho 83672			I. SETTLEMENT DATE: January 29, 2001	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price		341,000.00		401. Contract Sales Price		341,000.00
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		227.00		403.		
104.				404.		
105.				405.		
<i>Adjustments For Items Paid By Seller in advance</i>				<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes		to		406. City/Town Taxes		to
107. County Taxes		to		407. County Taxes		to
108. Assessments		to		408. Assessments		to
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER		341,227.00		420. GROSS AMOUNT DUE TO SELLER		341,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400)		18,574.25
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage		
205.				505. Payoff of second Mortgage		
206.				506.		
207.				507.		
208. Purchase Money Note		291,000.00		508. Purchase Money Note		291,000.00
209.				509.		
<i>Adjustments For Items Unpaid By Seller</i>				<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes		to		510. City/Town Taxes		to
211. County Taxes		01/01/01 to 01/30/01		511. County Taxes		01/01/01 to 01/30/01
212. Assessments		to		512. Assessments		to
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517. 2ND 1/2 2000 TAXES DUE to WASHINGTON CO. TAX		3,258.07
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER		291,517.72		520. TOTAL REDUCTION AMOUNT DUE SELLER		313,350.04
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)		341,227.00		601. Gross Amount Due To Seller (Line 420)		341,000.00
302. Less Amount Paid By/For Borrower (Line 220)		(291,517.72)		602. Less Reductions Due Seller (Line 520)		(313,350.04)
303. CASH (X FROM) (TO) BORROWER		49,709.28		603. CASH (X TO) (FROM) SELLER		27,649.96

PROMISSORY NOTE

\$291,000.00

Weiser, Idaho
January 21, 2001

FOR VALUE RECEIVED, we promise to pay to the order of The Benedictine Monks of Idaho, Inc., a corporation, the sum of Two Hundred Ninety One Thousand Dollars (\$291,000), together with interest thereon at the rate of eight and one-half (8 ½%) percent per annum from the date hereof, payable as follows: \$2,500 due February 18, 2001, and like sum on the 18th day of each and every month thereafter until January 18, 2006, at which time the payments shall increase to \$3,000 per month to commence February 18, 2006, and like sum on the 18th day of each month thereafter, until January 18, 2011, at which time the entire balance of principal and accrued interest will become due.

If default be made in the payment of any of the several installments of principal or interest aforesaid, then the said principal, or the unpaid balance thereof, together with the interest accrued thereon, shall at the election of the legal holder hereof, and without notice of such election, become due and payable at once, and all costs and expenses of collection, with or without suit, including a reasonable attorney's fee, shall be added to and become a part of this indebtedness.

This note is secured by a mortgage on real estate in Washington County, Idaho, bearing even date herewith, duly recorded and is subject to all of the conditions and obligations in said mortgage contained.



SETH M. MATTHEWS



KRISTI E. MATTHEWS

EXHIBIT A

PARCEL 1

Beginning at a point 4 rods north of the northeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 10 North, Range 5 West of the Boise Meridian; thence West 290 feet; Thence South 709 $\frac{1}{2}$ feet; thence East 290 feet; thence North 709 $\frac{1}{2}$ feet to the point of beginning. Including the exclusive use of the irrigation well now established just west of the west line of the above-described tract and approximately 200 feet north of the south boundary line of the N $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; AND ALSO

PARCEL 2

The W $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 10 North, Range 5 West of the Boise Meridian; EXCEPTING THEREFROM the following tract:

Beginning at the Southwest corner of Section 9, thence North 859.44 feet along the west line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 9;

Thence South 59°31'25" East 114.60 feet;

Thence South 35°53'49" East 609.64 feet;

Thence North 89°04'34" West 91.69 feet;

Thence South 5°17'51" East 311.17 feet to a point on the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°52'13" West 393.26 feet along the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the POINT OF BEGINNING;

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

EXCEPTING FURTHER THEREFROM the following tract:

Beginning at the Southwest corner of Section 9, Township 10 North, Range 5 West, Boise Meridian;

Thence South 89°52'13" East 393.26 feet along the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the True Point of Beginning;

Thence North 5°17'51" West - 311.17 feet;

Thence South 89°04'34" East - 91.69 feet;

Thence South 89°52'13" East parallel to the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 972.62 feet, more or less to the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence South along the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 308.6 feet to the Southeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°52'13" West along the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1035.565 feet, more or less to the TRUE POINT OF BEGINNING.

Together with all water rights, licenses and permits appurtenant to the described real property.

Weiser Valley Title

TIME COLLECTION

NO. 2001-010

RECEIPT FOR DOCUMENTS

DATE: JANUARY XX 2001

Received From: THE BENEDICTINE MONKS OF IDAHO, INC.

FOR COLLECTION
ACCOUNT OF:

SAME

SOCIAL SECURITY NUMBER OR TAX ID:

ADDRESS: 541 EAST 100 SOUTH, JEROME, ID 83338

PHONE:

PAYOR: SETH M. & KRISTI E. MATTHEWS

SOCIAL SECURITY NUMBER OF TAX ID:

ADDRESS: 426 KRAUSE ROAD, WEISER, ID 83672

PAPERS DEPOSITED: CONTRACT OF SALE; NOTE; MORTGAGE; SATIS OF MORT; MH TITLE

ORIGINAL AMOUNT \$ 291,000.00 PRESENT BALANCE DUE \$ 291,000.00

INT. RATE 8.5 PER ANNUM FROM 01/29/01 ☒ INT. DED. FROM PYMT. ☐ INT. PAID IN ADD. TO PYMT.
INTEREST COMPUTED ON UNPAID BALANCE TO DATE OF EACH PAYMENT

DATE OF INSTRUMENT 1/29/01 TERMS:
\$2,500.00/MONTH BEGINNING 2/18/01 AND CONTINUING
UNTIL PAID IN FULL.

DISPOSITION OF FUNDS: ☐ CHECK A/C ☐ SAV. A/C ☐ REMIT

IT IS UNDERSTOOD AND AGREED BY THE DEPOSITOR THAT THE ESCROW HOLDER UNDER THIS AGREEMENT SHALL MERELY RECEIVE AND RECEIPT FOR THE PAYMENTS MADE AND SHALL MAKE NO EFFORT TOWARD COLLECTION OF ANY PAYMENTS FROM THE DEBTOR, BUT WILL CERTIFY AND FORWARD A DEFAULT NOTICE.

WEISER VALLEY TITLE

BY

COLLECTION FEE PAID BY: ☐ SELLER ☐ BUYER ☐ SPLIT

SPECIAL INSTRUCTIONS:
ASSUMABLE WITH SELLER'S WRITTEN CONSENT.

THE UNDERSIGNED DEPOSITOR(S), OR AGENT OF THE DEPOSITOR(S), HAS READ THE FOREGOING INSTRUCTIONS AND STATES THAT THEY ARE CORRECT TO THE BEST OF HIS KNOWLEDGE, AND AGREES AS FOLLOWS:

IN THE CONSIDERATION OF THE PREMISES AND THE CONSENT OF WEISER VALLEY TITLE TO ACT AS HOLDER OF THE TIME COLLECTION DEPOSITED HERewith SHALL RECEIVE COMPENSATION FOR ACTING AS COLLECTION

AGENT AN INITIAL FILING FEE OF \$ N/A AND AN ANNUAL COLLECTION CHARGE OF 1/10 OF 1% OF THE MONIES PAID ON SAID COLLECTION. THE MINIMUM CHARGE SHALL BE \$5.50 PER PAYMENT and an ADDITIONAL MINIMUM CHARGE OF \$1.00 SHALL BE ALLOWED FOR EACH DIVISION OF EACH PAYMENT.

SIGNATURE THE BENEDICTINE MONKS OF IDAHO, INC.

BY:

Seth M. Matthews

SETH M. MATTHEWS

Kristi E. Matthews

KRISTIE E. MATTHEWS

- That you shall not be liable for any error or mistake in fact or in law in delivering or paying over said documents or property or any funds received hereunder or in determining whether ground therefor exists or the rights of the respective parties thereto, nor for any other act or omission whatever under this agreement or in connection herewith if done in good faith, excepting only your own willful misconduct;
- That you act hereunder as a depository only, and are not responsible or liable in any manner whatever for any act to be performed hereunder on the part of either the Grantor or the Grantee, or for any failure to perform by either, or for the sufficiency, correctness, genuineness or validity of any instrument deposited with you hereunder, or with respect to the form or execution of the same, or the identity, authority or rights of any person executing or depositing the same.
- That except as herein otherwise expressly provided, you shall be under no obligation whatever to give any notice concerning any payment or any default hereunder, or any other notice;
- That you shall not be liable in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by you to be genuine and to be signed by the proper party or parties;
- That you shall not be answerable for the default or misconduct of any agent, attorney or employee appointed by you if such agent, attorney or employee shall have been selected with reasonable care;
- That you may advise with legal counsel with respect to the construction of the foregoing instructions, or your duties thereunder, and you shall not be liable in any respect for following such advice;
- The undersigned jointly and severally agree to pay all costs, expenses and/or attorney's fees you may incur hereunder, for all of which, together with your own compensation, you shall have, and are hereby granted, a first lien on the documents and property above described, and all funds coming into your hands hereunder, and you shall be under no obligation to deliver any of said documents, property, or funds until such lien has been paid and discharged, anything herein contained to the contrary notwithstanding.
- That, anything herein contained to the contrary notwithstanding, you are hereby expressly authorized and directed to disregard, in your sole discretion, any and all notices and warnings that may be given by any of the parties hereto, or by anyone else, excepting those for which express provision is herein made, and you are hereby expressly authorized to comply with and obey any and all orders, judgments and decrees of any court, made, filed, entered or issued, whether with or without jurisdiction; and in case you shall obey, or comply with any such order, judgment, or decree, you shall not be liable to any of the parties hereto, or to anyone else or otherwise by reason of any such compliance, notwithstanding the fact that any such order, judgment, or decree may be subsequently reversed, modified, annulled, set aside or vacated.

I) YOU ARE NOT LIABLE FOR COLLECTION OF NON-SUFFICIENT FUNDS CHECKS. BORROWER SHALL PAY