

Idaho Department of Water Resources

Claim Number: 65-03281

Legal: T07N, R02W, S33

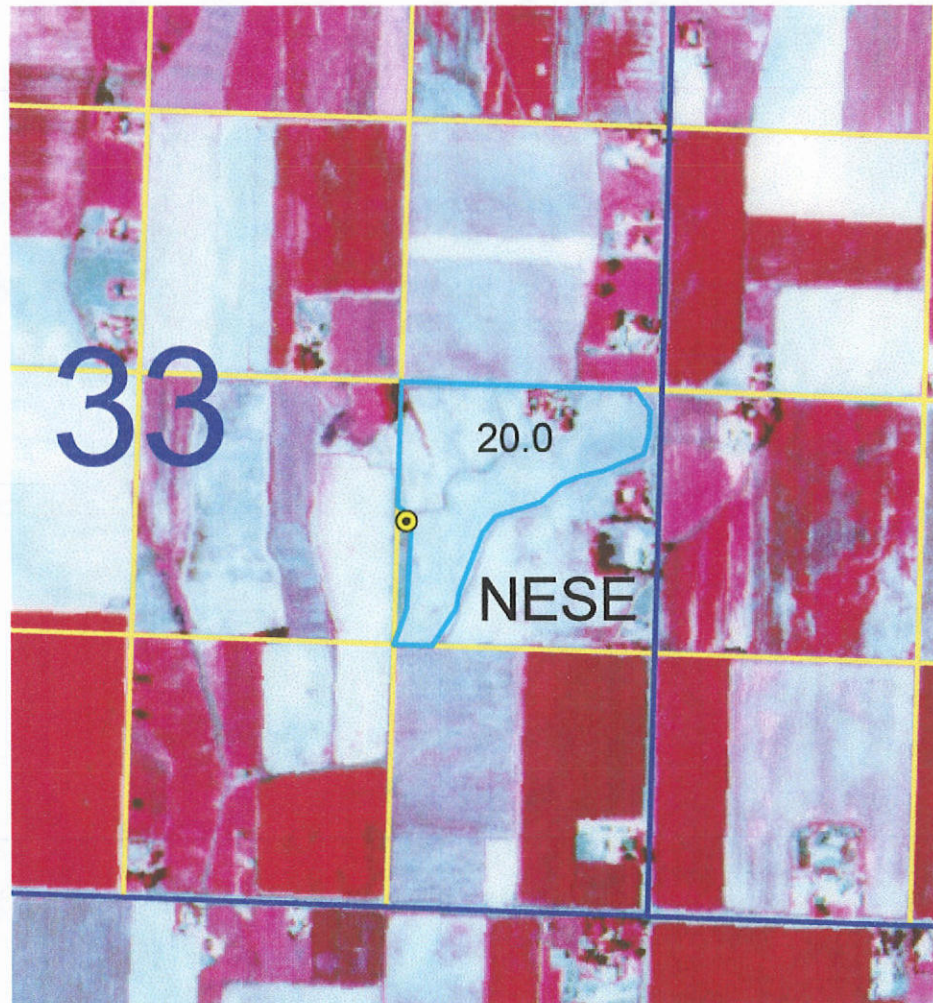
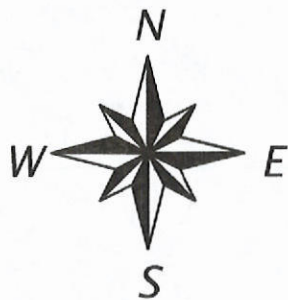
Reviewed By:

● *Point of Diversion*

 *Place of Use*

 *Section Lines*

 *Quarter Quarter Lines*



1987 Napp Photo

0 0.25 0.5 0.75 Miles





edited, and published by the Geological Survey
 GSGS and USC&GS

y photogrammetric methods from aerial
 taken 1969. Field checked 1971

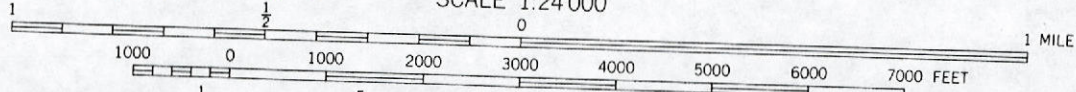
d 10,000-foot grid ticks: Idaho coordinates

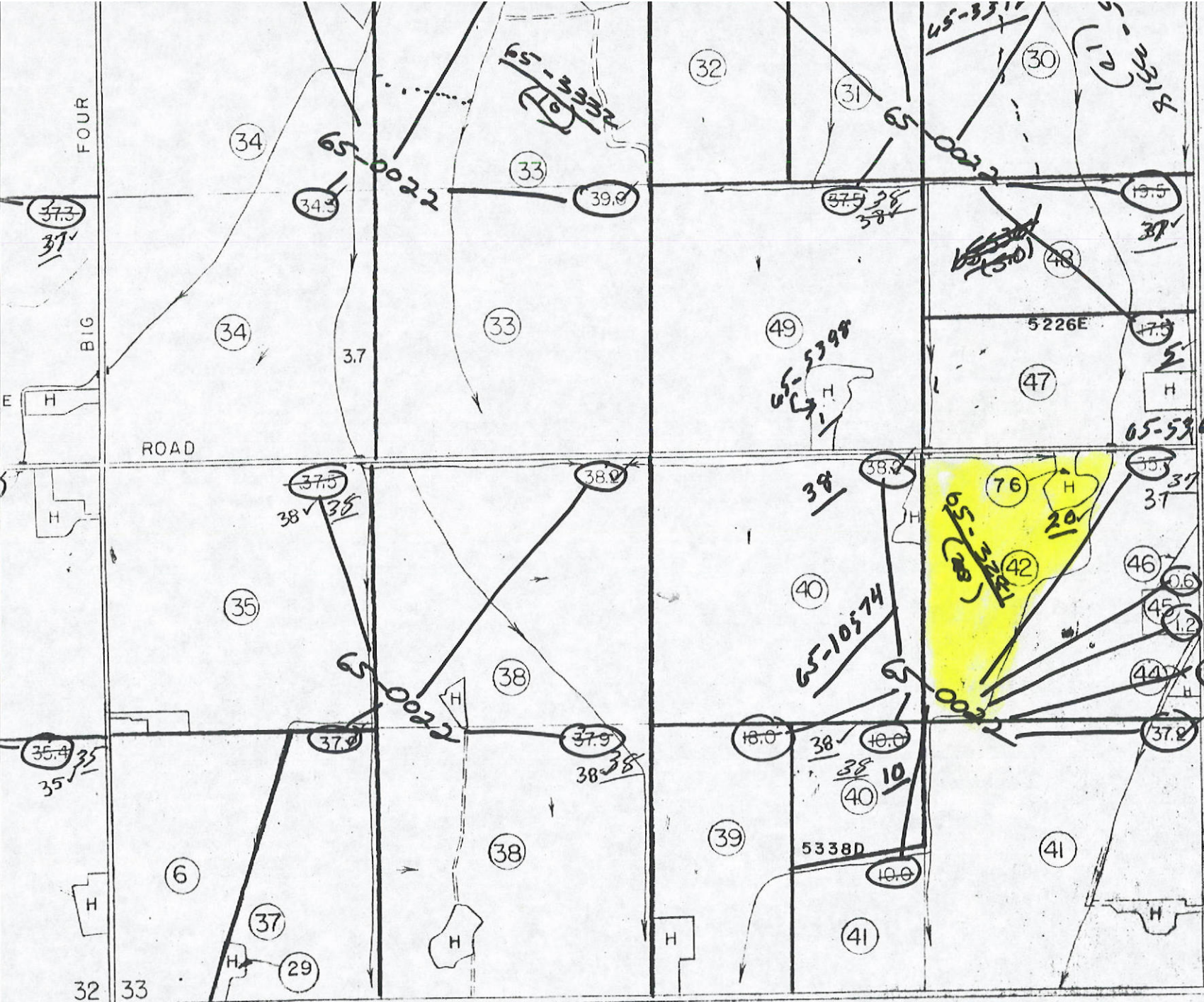
W6 1971 TOPO

(SOUTHWEST EMMETT)

2671 1 SE

SCALE 1:24 000





acreage
4/2/79

PRBA BLU LINE
MAP F
T 7 N R 2 W
S 33 NESE

- | | | |
|-------------------------|-------|-------------------|
| 58. Reynolds, Keith | 5348E | 59. Heath, Edward |
| 59. Earll, Silas | 1078D | |
| 60. Thompson, Reuben W. | 3397D | |
| 61. Conrad, William R. | | |

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

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

NOTICE OF CLAIM

IDENT. NO.

MAP NO.

TO A

WATER RIGHT

65 3281 FEB 2 1971

Notice is hereby given that MRS. GEORGINA KNOX

(Name of Claimant)

Department of Water Administration

Route #2, Emmett, Idaho

83617

claims a right to the diversion

and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) April 1, 1921
- (2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) waste ditch
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Use irrigation 90 100 AF Period of Use From April 1 To Oct. 31
(Domestic, irrigation, stock, etc.) (Mo., Day) (Both Dates Inclusive) (Mo., Day) (Both Dates Inclusive)
Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Both Dates Inclusive) (Mo., Day) (Both Dates Inclusive)
Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Both Dates Inclusive) (Mo., Day) (Both Dates Inclusive)
- (4) Quantity of water claimed: 0.4 Cubic Feet Per Second, or 90 100 AF Acre Feet Per Annum, and/or _____ Gals. Per Minute.
- (5) A) Point of Diversion: Give location of point where water is diverted from its source NE 1/4 SE 1/4, Sec. 33, Twp. 7 N, Rge. 2 W, B.M.; additional points: _____
B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)
Give sizes and capacities; be as specific as possible. diversion dam in ditch and gravity flow
- (6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7N	2W	33													20				20.0

Total No. of acres 20.0

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:
this is supplemental water for 20 acres (Emmett Irrigation Co. supplies water for 36 acres)

- (7) Effluent, sewage waste, or return water from this use is discharged into waste ditch
- (8) If you are claiming water as a member of an organization, list name of organization: _____
- (9) Remarks Map F, Lot 42 (Harry H. Knox is deceased) This right was combined with right to water 90 100 AF, not exceed 120 AF, 120 AF is more than 4.5 AF/A.
- (10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case _____
☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.: _____

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

February 2, 1971

(Date)

Georgina Knox

(Signature of Claimant)

Organization

(Signature of Spouse)

State of Idaho

ss.

Organization

Seal

County of Ada

On this 2nd day of February, 1971, before me,

a notary public, personally appeared GEORGINA KNOX, known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership or _____) executed the same.

Notary Public residing at Boise, Idaho

My commission expires May 26, 1974

Rev 4/15/77

AKA

DET 7-24-78

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: A65-03281
Date Received: 12/ 7/1989
Receipt No: X999999
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: ROBERT SHAN
Address: 4145 W CENTRAL RD
EMMETT ID

208-365-1964

83617

AND/OR

Name: BEVERLY SHAN
Address: 4145 W CENTRAL RD
EMMETT ID

208-365-1964

83617

2. Date of Priority: APR 1, 1921

3. Source: WASTE WATER

Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	02W	33	NE	SE			GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.400		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	02W	33	NE	SE		IRR	20.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	20.0
					Total Acres	20.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.
OWNERSHIP CHANGED BY DB 7/20/98.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree Defendant

RECEIVED

JUN 04 1998

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

MAY 29 1998

Department of Water Resources

RECEIVED

MAY 29 1998

WATER RESOURCES
WESTERN REGION

1. Water Right No(s).: 165-03281 $\frac{1}{2}$ A65-03281
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually 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 Georgina Knox
4145 W Central Rd Emmett Idaho
83617
4. New Owner/Claimant(s) Robert & Beverly Shaw
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address 4145 W Central Rd
City, State and ZIP Code Emmett Idaho 83617
New Telephone Number (208) 365-1964
5. Date you acquired the property Aug 1990
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. all
Number of acres you irrigate 35 Number and type of stock 0
Diversion rate in CFS _____ Number of homes 2 Other uses 1
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) Beverly Shaw
(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..

FRANCES MCCALL
GEM COUNTY ASSESSOR
415 E. MAIN
EMMETT, ID. 83617-3097

IMPORTANT NOTICE-PLEASE READ

RETURN SERVICE REQUESTED

CATEGORY DESCRIPTION	TAX CODE LOTS/ACRES	MARKET VALUE
1 IRRGTD AG	32.470 AC	31,785
10 RURAL HOMESITE	2.000 AC	16,000
19 WASTE	1.020 AC	
31 RURAL RES BLDG		177,215
31 RURAL RES BLDG		24,095
	35.490	249,095*

1998
TAXPAYER'S
VALUATION

ASSESSMENT NOTICE
TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE

JUNE 18, 1998

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORDS

PROPERTY ADDRESS 4145 W CENTRAL RD
PARCEL NUMBER RP 00480600 A
2677 05 33 4 00 00 020
NE SE LESS 4.51A,
SEC 33 7N 2W

Mail To:

SHAN ROBERT R & BEVERLY J

4145 W CENTRAL RD
EMMETT

ID 83617

Loan No. 02-982-858838-6

TRANSACTION TITLE FA-5795

AFTER RECORDING, MAIL TO:

WASHINGTON MUTUAL

Loan Servicing

P.O. Box 91006, SAS0304

Seattle, WA 98111

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on November 8th
1996. The grantor is ROBERT R SHAN and BEVERLY J SHAN, husband and wife

(Borrower). The trustee is TRANSACTION TITLE, an Idaho
Corporation ("Trustee"). The beneficiary is
WASHINGTON MUTUAL BANK fsb, which is organized and existing
under the laws of Washington, and whose address is 1201 THIRD AVENUE,
SEATTLE, WA 98101 ("Lender").

Borrower owes Lender the principal sum of SEVENTY THOUSAND & 00/100---
Dollars (U.S. \$ 70,000.00). 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 December 1st, 2011. 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 GEM County, Idaho:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

which has the address of 4145 W CENTRAL, EMMETT
[Street] [City]
Idaho 83617 ("Property Address");
[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 seized 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

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 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 as if no acceleration had occurred. However, this right to reinstate shall not apply in the case 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 and Lender shall charge Borrower a release fee in an amount allowed by applicable law. 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.

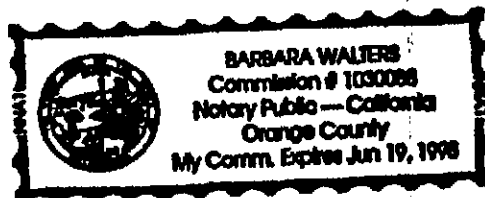
25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument 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.

X 
ROBERT R SHAN

X 
BEVERLY J SHAN



STATE OF IDAHO,)
) ss:
County of Ada)

On this 11/8/96 day of November, 19 96,
before me, Tara M. Clifford, a Notary Public in and for said county and state, personally appeared
ROBERT R SHAN and BEVERLY J SHAN ✓

known or
proved to me to be the person(s) who executed the foregoing, and
executed the same.

above, whereof I have hereunto set my hand and
seal this 8th day of November, 1996.



REQUEST FOR

TRUSTEE:
The undersigned is the holder of the note or notes secured by this Deed of Trust, have been
notes and this Deed of Trust, which are delivered hereby, an
under this Deed of Trust to the person or persons legally entitled

DATED: _____

Mail reconveyance to _____

ACKNOWLEDGEMENT — Individual

STATE OF California County of Orange

On this 9th day of November, 1996, before me, the undersigned, a Notary
Public in and for said State, personally appeared Beverly J. Shan,

known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Signature: Barbara Walters
Name: BARBARA WALTERS (type or print)

Residing at: 5031 LA PALMA AVE. CAP
My commission expires: 6-19-1998

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: 65-03281
DATE RECEIVED: 12-7-89
RECEIPT NO: X999999
RECEIVED BY: -----

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
DEC 7 1989

1. NAME: GEORGINA KNOX
ADDRESS: 4145 W. CENTRAL RD.
EMMETT, ID

83617

2. DATE OF PRIORITY: APR 01, 1921

Department of Water Resources

3. SOURCE: WASTE WATER

TRIB. TO: PAYETTE RIVER

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4 OF	1/4	LOT	COUNTY
07N	02W	33	NE	SE			GEM

5. DESCRIPTION OF DIVERTING WORKS:

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S.	(OR)	A.F.A.
IRRIGATION	03/15	11/15	0.400		

7. TOTAL QUANTITY APPROPRIATED IS:
0.400 C.F.S. (AND/OR)

A.F.A.

8. TOTAL CONSUMPTIVE USE IS

ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES:

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4	LOT	USE	ACRES
07N	02W	33	NE	SE		IRR	20.0

SECTION ACRES 20.0

TOTAL ACRES 20.0

65-03281

PAGE 1

DATE: 10/28/89

5196

MICROFILMED
SEP 22 1992

11. PLACE OF USE IN COUNTIES: GEM, GEM

12. DO YOU OWN THE PROPERTY LISTED ABOVE AS PLACE OF USE? YES

13. OTHER WATER RIGHTS USED:

14. REMARKS:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. BASIS OF CLAIM: DECREE

CASE NUMBER:

COURT :

DECREE DATE: 1/21/1986

STATE OF IDAHO
DECREE PLAINTIFF

A & C CORP., ET AL.
VS DECREE 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/WE DO SOLEMNLY SWEAR OR AFFIRM THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): Berzina Knox DATE: Dec 5/1989

DATE: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT I AM _____ OF

TITLE
_____, THAT I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS _____ OF

TITLE
_____ AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF AUTHORIZED AGENT

TITLE AND ORGANIZATION

DATE

STATE OF IDAHO)
COUNTY OF Blaine) SS.

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 5th DAY

OF Blaine 19 89

Mary Ellen Stevens
NOTARY PUBLIC

SEAL

RESIDING AT Blaine Idaho

MY COMMISSION EXPIRES 10-20-94

65-03281

PAGE 3

DATE: 10/28/89 5198

MICROFILMED
SEP 22 1992

4/25/1989.

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

KnoxCLAIM IDENT. NO. AVS-03281

DATE RECEIVED

12-7-89

CK #

AMOUNT

\$exempt

YES

NO

Required Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO *
2. Is a priority date entered? ☐ YES ☐ NO *
- Is the priority date acceptable in view of mandatory filing dates? ☐ YES ☐ NO *
- See Adjudication Memos #1 and #4 to determine if a permit is required. ☐ YES ☐ NO *
3. (a) Is a source entered? ☐ YES ☐ NO *
- (b) Is a tributary to entered? (if required) ☐ YES ☐ NO N/A ☐ YES ☐ NO *
4. Is the legal description of the p.d. sufficient? ☐ YES ☐ NO *
5. Is there a description of the diverting works? ☐ YES ☐ NO *
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. ☐ YES ☐ NO *
- Is the period of use included? ☐ YES ☐ NO *
- Is a quantity claimed for each use? ☐ YES ☐ NO *
7. Is a total quantity claimed entered? ☐ YES ☐ NO *
8. If required is a consumptive use entered? ☐ YES ☐ NO N/A ☐ YES ☐ NO *
- Is the consumptive use correct? ☐ YES ☐ NO N/A ☐ YES ☐ NO *
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. ☐ YES ☐ NO N/A ☐ YES ☐ NO *
10. Is (are) the place(s) of use and purpose(s) indicated? ☐ YES ☐ NO *
11. Is (are) the county(ies) entered? ☐ YES ☐ NO *
12. Is the ownership of p.u. checked? ☐ YES ☐ NO *
13. Are other water rights listed or "none" indicated? ☐ YES ☐ NO *
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.) ☐ YES ☐ NO N/A ☐ YES ☐ NO *
15. Is the basis of the claim indicated? ☐ YES ☐ NO *
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☐ YES ☐ NO N/A ☐ YES ☐ NO *
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☒ YES ☐ NO *
18. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO *
19. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO *
20. Is the fee enclosed correct? ☐ YES ☐ NO Exempt ☒ YES ☐ NO *
21. If this claim is based on an existing water right, has the identification number been entered? ☐ YES ☐ NO N/A ☒ YES ☐ NO *
22. Should this claim be data entered? ☐ YES ☐ NO *

Claim checked by: latDate: 3/8/90

Claim must be returned to claimant:

(Yes)

(No)

Claimant must be notified of modifications:

(Yes)

(No)

Receipt Prepared by:

Claim data entered by:

999999

Sent to claimant by:

lat

Date:

Date: 3/15/90

Date:

3/29/90

Checked by:

Date:

Comments:

MICROFILMED

SEP 22 1992



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

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. **To have a timely filing you must file this claim with IDWR by May 25, 2001.** IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,

David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

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

12/29/2000

RIGHT NUMBER: 65-3281

NAME AND ADDRESS: BEVERLY SHAN
ROBERT SHAN
4145 W CENTRAL RD
EMMETT, ID 83617

SOURCE: WASTEWATER TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.4 CFS

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1921

POINT OF DIVERSION: T07N R02W S33 NESE Within GEM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3-15 11-15	0.40 CFS

PLACE OF USE:

IRRIGATION Within GEM County
T07N R02W S33 NESE 20

20 ACRES TOTAL

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 - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM EMMETT
IRRIGATION DISTRICT.

DATE: 03/14/00
PAGE: 8

C18

WR5809NP
No. 65-03281

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/18/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	GEORGINA KNOX 4145 W. CENTRAL RD. EMMETT ID 83617	04/01/1921	IRRIGATION	03/15 11/15	0.400 CFS	
TOTAL DIVERSION:					0.400 CFS	

Water Source: WASTE WATER

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion: T07N R02W S33

NESE

GEM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
			:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
07N	02W	33	:					:					:					:					:	20.0
TOTAL ACRES																							20.0	

Pou County: GEM

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
65-00046 65-03282 65-03344 65-05212

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

Dates: App. Received: Priority Date: 04/01/1921
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT

Idaho Department of Water Resources

Claim Number: 65-03281

Legal: T07N, R02W, S33

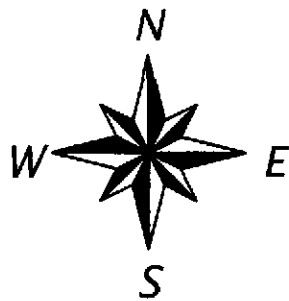
Reviewed By:

⊙ *Point of Diversion*

 *Place of Use*

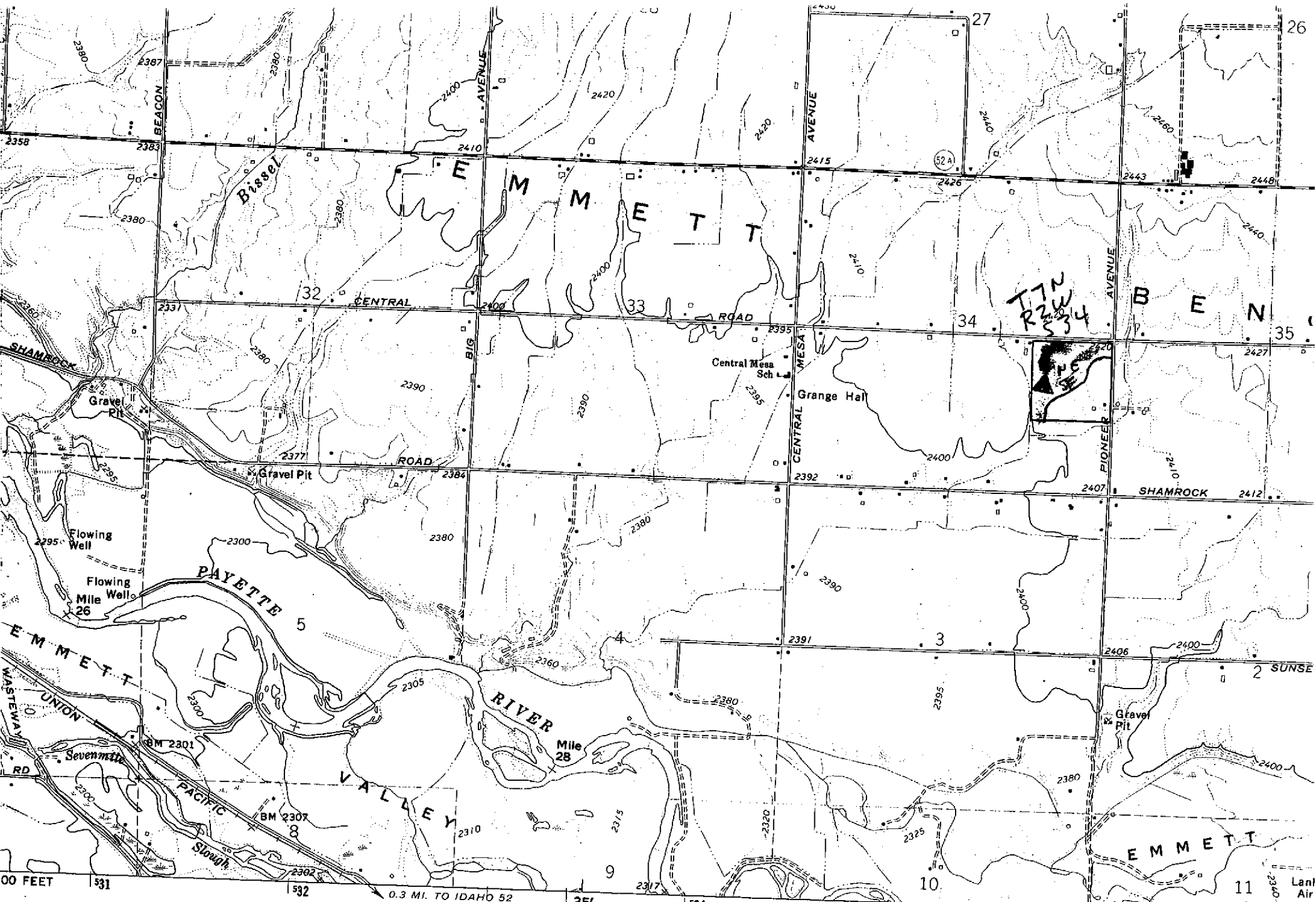
 *Section Lines*

 *Quarter Quarter Lines*



1987 Napp Photo

0 0.25 0.5 0.75 Miles



ited, and published by the Geological Survey

IGS and USC&GS

y photogrammetric methods from aerial
aken 1969. Field checked 1971

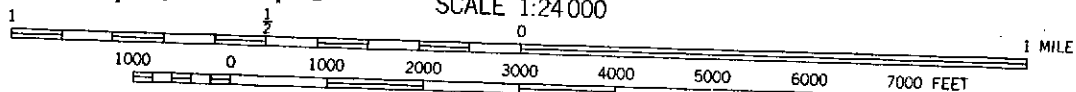
1:100,000

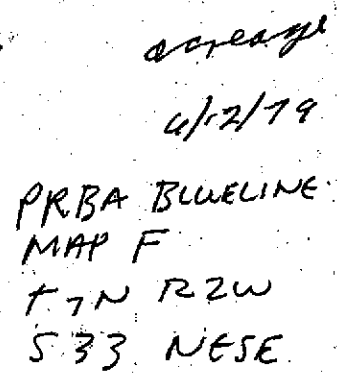


W 6 1971 TOPO

(SOUTHWEST EMMETT)
2671 1 SE

SCALE 1:24,000





5348E
1078D 59. Heath, Edward
3397D

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM #: 65-03281 Date: 4-28-00

Overlapping POU Claim #'s: _____

				NE				NW				SW				SE				Sum
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	7N	2W	33													20				20
GIS																20				20
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

POU_ID #(s): 447

POD_ID #(s): 346

Total Claimed Acres: 20

Total GIS Acres: 20

COMMENTS:



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 21, 1998

RE: Water Right No. 65-03282

Robert Shan
Beverly Shan
4145 W Central Rd
Emmett ID 83617

Dear Mr. & Mrs. Shan:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

The ownership has also been changed on claim number A65-03281.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:db

Enclosures

cc: Georgina Knox



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 29, 1998

RECEIVED

JUN 04 1998

WATER RESOURCES
WESTERN REGION

Robert Shan
Beverly Shan
4145 W Central Rd
Emmett ID 83617

RE: Notice of Change of Water Right Ownership No. A65-03282

Dear Claimant:

Enclosed is a copy of your Notice of Change of Water Right Ownership form that you recently submitted to our office. However, we cannot continue to process the ownership change without proof of ownership. This proof can be a copy of a warranty deed, sales contract or tax assessment in your name which includes the legal description of the property by $\frac{1}{4}$ $\frac{1}{4}$, Section, Township and Range.

Please submit a copy of your proof of ownership and we will complete the ownership change.

Feel free to contact our office if you have any questions concerning this letter.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:d

Enclosure

Ownership also changed on A65-03281