

No Color
Documents
In File

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: **A63-26683**
Date Received: 4/23/1992
Receipt No: C023909
Received By: *[Signature]*

*Rec'd from
SO on 4-28-92*

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

1. Name: FLOYD C BEAN 208-459-7720
Address: 224 E MARVIN ST
CALDWELL ID 83605
AND/OR
Name: L KAYE BEAN 208-459-7720
Address: 224 E MARVIN ST
CALDWELL ID 83605

2. Date of Priority: DEC 31, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	03W	33	NE	NE	SE		CANYON

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	03W	33	NE	SE		DOMEST	

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): L. Kaye Bean Date: 4/23/92

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of April 19 92

Sally Frazee
Notary Public

Seal

SALLY FRAZEE, Notary Public

Residing at _____ Residing at Boise, Idaho
My Commission Expires November 14, 1992
My Commission Expires _____

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED
APR 23 1992

DATE OF CLOSING: 5/20/91

LEGAL DESCRIPTION OF PROPERTY: Township 4 N Range 3 W Department of Water Resources
Section 33, S 1/2 of NE 1/4 of SE 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet. See attached.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: _____

☐ Name and Address of Former Owner/Claimant(s)(Seller): EILEEN EYMAN

☐ New Owner/Claimant (Purchaser): FLOYD C & L. KAYE BEAN

☐ New Mailing Address: 224 E. MARVIN

☐ New Telephone Number: (208) 459-7720

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: warranty deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s) L. Kaye Bean Date 4/23/92
Floyd C Bean Date 4/23/92

☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 4-23-92 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

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INSTRUCTIONS

~~assure you~~ This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

STEWART TITLE OF IDAHO, Inc.

A FUTURA COMPANY



- ☐ 1412 WEST IDAHO, P.O. BOX 7546, BOISE, IDAHO 83707, (208) 336-6515: FAX 343-4898
- ☐ 7235 EMERALD, SUITE C, BOISE, IDAHO 83704, (208) 378-1666: FAX 375-6323
- ☐ 671 E. RIVER PARK LANE, BOISE, IDAHO 83706, (208) 336-6565: FAX 336-6694
- ☒ 805 CLEVELAND BOULEVARD, CALDWELL, IDAHO 83605, (208) 454-1491: FAX 459-1247
BOISE TO CALDWELL 385-0114 CALDWELL TO BOISE 466-0692
- ☐ 213 11th AVENUE SOUTH, NAMPA, IDAHO 83651, (208) 465-6600: FAX 465-6803
BOISE TO NAMPA 336-6777

Floyd C. & Kaye Bean
224 E. Marvin Street
Caldwell, Idaho 83605

Date: May 23, 1991

Escrow No. STE- 91004455-KE

Re: Eyman to Bean

In connection with the above referenced transaction, we enclose the following:

- () Our check in the amount of \$ _____.
- (X) Original Deed recorded May 21, 1991 as
Instrument No. 9109642.
- (X) Title Insurance Policy No. 0-9981-42512.
- ()
- ()

"THANK YOU" for the privilege of serving you. Please remember to designate STEWART TITLE OF IDAHO, INC. in your next title or escrow closing transaction.

Sincerely,

STEWART TITLE OF IDAHO, INC.

BY: Theresa Garringer
Theresa Garringer
Escrow Assistant
Enclosure(s)

Order No.: ST-91004455-KE

EE x 40B
x LKB

EXHIBIT "A"

LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION
33, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN,
CANYON COUNTY, IDAHO;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST
QUARTER OF SAID SECTION 33; THENCE
SOUTH 0 DEGREES 12'30" WEST ALONG THE EAST BOUNDARY OF
SAID SECTION 33, A DISTANCE OF 660.30 FEET; THENCE
SOUTH 89 DEGREES 47'20" WEST ALONG THE SOUTHERLY BOUNDARY
OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 33 A DISTANCE OF 464.30 FEET TO THE
TRUE POINT OF BEGINNING; THENCE CONTINUING
SOUTH 89 DEGREES 47'20" WEST ALONG THE SAID SOUTHERLY
BOUNDARY A DISTANCE OF 100.0 FEET; THENCE
NORTH 0 DEGREES 08'40" WEST PARALLEL TO THE WESTERLY
BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
OF SAID SECTION 33 A DISTANCE OF 142.15 FEET; THENCE
NORTH 89 DEGREES 47'20" EAST PARALLEL TO THE SOUTHERLY BOUNDARY
OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 33 A DISTANCE OF 100.0 FEET; THENCE
SOUTH 0 DEGREES 08'40" EAST PARALLEL TO THE WESTERLY
BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER
OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 33 A DISTANCE OF 142.15 FEET TO THE
TRUE POINT OF BEGINNING.

9109642

RECORDED

'91 MAY 21 PM 2 27

NED J KERR

CANYON COUNTY RECORDER

BY

C. Stewart

by

REQUEST

STEWART - CALDWELL

TYPE

Book

FEE

6.00

x FCB
x LKB

INSTRUMENT NO. 9109642
WARRANTY DEED

FOR VALUE RECEIVED EILEEN L. EYMAN, an unmarried person

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto FLOYD C. BEAN and L. KAYE BEAN, husband and wife

GRANTEE(S), whose current address is: 224 E. MARVIN STREET, CALDWELL, IDAHO 83605
the following described real property in CANYON County, State of Idaho,
more particularly described as follows, to wit:

As set forth on the attached EXHIBIT "A", which by this reference becomes a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 20, 1991

Eileen L. Eymann
EILEEN L. EYMAN

STATE OF IDAHO, County of CANYON, ss.

On this 20TH day of MAY
in the year of 1991, before me, the undersigned, a Notary
Public in and for said State, personally appeared
EILEEN L. EYMAN

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

Signature

KARMA ELLIS

Name

(type or print)

Residing at:

MIDDLETON

My commission expires:

8/7/92

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



ADJUDICATION CLAIM REVIEW CHECKLIST

4-3-91

CLAIMANT'S NAME Beard, Floyd / KayeCLAIM IDENT. NO. A63-26683DATE RECEIVED 4-23-92 RECEIPT # 023903 AMOUNT \$ 25.00

- | | YES | NO | Required Info? |
|---|--|-------------------------------------|----------------|
| 1. Is the name and address complete with zip code? | ☒ | ☐ | * |
| 2. Is a priority date entered? | ☒ | ☐ | * |
| Is the priority date acceptable in view of mandatory filing dates? | ☒ | ☐ | * |
| See Adjudication Memos #1 and #4 to determine if a Permit is required. | ☒ | ☐ | * |
| 3. (a) Is a source entered? | ☒ | ☐ | * |
| (b) Is a tributary to entered? (if required) | ☒ N/A | ☐ | |
| 4. Is the legal description of the p.d. sufficient? | ☒ | ☐ | * |
| 5. Is there a description of the diverting works? | ☒ | ☐ | |
| 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form | ☒ | ☐ | * |
| Is the period of use included? | ☒ | ☐ | |
| Is a quantity claimed for each use? | ☒ | ☐ | * |
| 7. Is a total quantity claimed entered? | ☒ | ☐ | |
| 8. If required is a consumptive use entered? | ☒ N/A | ☐ | |
| Is the consumptive use correct? | ☒ N/A | ☐ | |
| 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4 | ☒ N/A | ☐ | * |
| 10. Is (are) the place(s) of use and purpose(s) indicated? | ☒ | ☐ | * |
| 11. Is (are) the county(ies) entered? | ☒ | ☐ | |
| 12. Is the ownership of p.u. checked? | ☒ | ☐ | |
| 13. Are other water rights listed or "none" indicated?
(See Item No.'s 16 & 17 for checking other water rights) | ☒ | ☐ | |
| 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) | ☒ N/A | ☐ | |
| 15. Is the basis of the claim indicated? | ☒ | ☐ | |
| 16. If the basis of claim is shown as license, permit, or decree is the existing water rt. no. listed? | ☒ N/A | ☒ | * |
| (Compare claim with the existing water rt. and either attach a proof report or state in comments that the existing right was compared to the claim) | | | |
| 17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal desc. or name on the claim? | ☒ N/A | ☐ | |
| (If yes, describe the right in "Comments" and attach a proof report) NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed. | | | |
| 18. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) | ☒ N/A | ☐ | |
| 19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. | ☒ | ☐ | * |
| 20. Has the claim been signed, sealed, and dated by a notary? | ☒ | ☐ | * |
| 21. Was this claim filed on time, or was an extension granted? | ☒ | ☐ | * |
| 22. Is the fee enclosed correct? | ☒ Exempt | ☐ | * |

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13. Should this claim be data entered? ☒

Claim reviewed by: af

Date 4-23-92

Claim data entered by: af

Date 4-23-92

Claim is being returned to claimant:

☐ (Yes) ☒ (No)

Claimant is being notified of modifications:

☐ (Yes) ☒ (No)

Comments: new owner. former did not file. & in WRQ! either.

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 63-26683

NAME & ADDRESS: ROBERT C OLSON
WENDY L OLSON
224 MARVIN
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: 12/31/1962

POINT OF DIVERSION: T04N R03W S33 NENESE Within CANYON County

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

PLACE OF USE: DOMESTIC Within CANYON County
T04N R03W S33 NESE

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.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 8R04N03W337250

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

In Re SRBA)
Case No. 39576) NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS
Water Right 63-26683

IDWR has completed the following Administrative Proceeding:

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

SUBSTITUTION OF PARTY

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

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

Water Right(s): 63-26683

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/29/1999

63-26683

PAGE 1

From (Claimant/Seller):

Name of Claimant: L KAYE BEAN
FLOYD C BEAN
Address: 224 E MARVIN ST
CALDWELL ID 83605
Phone: (208) 459-7720

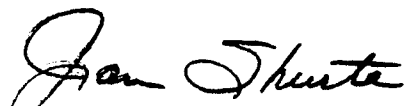
To (Claimant/Purchaser):

Name of Claimant: ROBERT C OLSON
WENDY L OLSON
Address: 224 MARVIN
CALDWELL ID 83605
Phone: (208) 459-2497

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

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

DATED: April 29, 1999



Signature of IDWR Representative

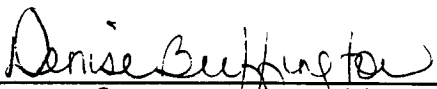
CERTIFICATE OF MAILING

I certify that on April 29, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

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

L KAYE BEAN
FLOYD C BEAN
224 E MARVIN ST
CALDWELL ID 83605
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

ROBERT C OLSON
WENDY L OLSON
224 MARVIN
CALDWELL ID 83605
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JAN 04 1999

WATER RESOURCES
WESTERN REGION

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

1. Water Right No(s).: 63-26683
 Adjudication Claim No(s).: A63-26683
 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 FLOYD C BEAN L KAYE BEAN
224 MARVIN CALDWELL IDAHO
 4. New Owner/Claimant(s) Robert C. Olson Wendy L Olson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 224 MARVIN CALDWELL IDAHO 83605
 City, State and ZIP Code CALDWELL IDAHO 83605
 New Telephone Number (208) 459 2497
 5. Date you acquired the property Aug 31, Sept 1994
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes 3 Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Robert C. Olson
 (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..

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190
IDWR Southern Region, 1341 Fillmore St. N., Twin Falls, ID 83301-3380 (208) 736-3033
IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450
IDWR Eastern Region, 900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: October 30, 1998

PAGE: 1

RIGHT NUMBER: 63-26683

NAME AND ADDRESS: FLOYD C BEAN
L KAYE BEAN
224 E MARVIN ST
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: 12/31/1962

POINT OF DIVERSION T04N R03W S33 NENESE Within CANYON County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within CANYON County
T04N R03W S33 NESE

OTHER MATTERS 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.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 8R04N03W337250

EXHIBIT "A"

PARCEL I:

That Portion of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 33, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 33;

Thence South 0 degrees 12'30" West along the East boundary of said Section 33 a distance of 660.30 feet;

Thence South 89 degrees 47'20" West along the Southerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33 a distance of 564.30 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 47'20" West along the said Southerly boundary a distance of 100.00 feet to a point on the Westerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33;

Thence North 0 degrees 08'40" West along the said Westerly boundary a distance of 142.15 feet;

Thence North 89 degrees 47'20" East parallel to the Southerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33 a distance of 100.00 feet;

Thence South 0 degrees 08'40" East a distance of 142.15 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

That Portion of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 33, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho;

COMMENCING at the Northeast corner of the Southeast Quarter of said Section 33;

Thence South 0 degrees 12'30" West a distance along the East boundary of said Section 33, a distance of 660.30 feet;

Thence South 89 degrees 47'20" West along the Southerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33 a distance of 464.30 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 47'20" West along the said Southerly boundary a distance of 100.00 feet;

Thence North 0 degrees 08'40" West parallel to the Westerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said

Continuation of Exhibit A

Order No.:98017074 PW/TC

Section 33 a distance of 142.15 feet;

Thence North 89 degrees 47'20" East parallel to the Southerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33 a distance of 100.00 feet;

Thence South 0 degrees 08'40" East parallel to the Westerly boundary of the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section 33 a distance of 142.15 feet to the TRUE POINT OF BEGINNING.

04N03W33

S 89° 45' W

7200

S. 10TH AVE.

CODE 20

OUT

S 89° 45' W

IN CITY LIMITS

CODE 01

179.9

100

100

100

100

40

5A

7240

T35

T31

7230

T42

7220

7210

T58

180.1

138.12

138.10

80.81

138.60

510.32

100

100

100

100

4A

T28

7250

T45

T43

7260

T62

7270

T63

142.15

132.9

224.02

S 89° 45' W

IN

OUT

7300

AFTER RECORDING MAIL TO:
REPUBLIC MORTGAGE CORP.
921 SOUTH ORCHARD, SUITE A
BOISE, ID 83705

LOAN NO. 1526.32

Refinance Paperwork

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 9, 1998 . The grantor is
ROBERT C. OLSON and WENDY L. OLSON, HUSBAND AND WIFE

The trustee is ALLIANCE TITLE & ESCROW CORP. ("Borrower").
The beneficiary is REPUBLIC MORTGAGE CORP. ("Trustee").
which is organized and existing under the laws of UTAH STATE, and whose address is
921 SOUTH ORCHARD, SUITE A, BOISE, ID 83705 ("Lender").
Borrower owes Lender the principal sum of Ninety One Thousand Eight Hundred Fifty Dollars
and no/100 Dollars (U.S. \$ 91,850.00). 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 March 1, 2028 . 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 CANYON
County, Idaho:

SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH FORMS A PART HEREOF

4N 3W S-33
NESE

which has the address of 224 EAST MARVIN STREET, CALDWELL
Idaho 83605 ("Property Address"); [Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be
covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant
and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower
warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

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.

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

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

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

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

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

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

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this 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 without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

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.

Witnesses:

Robert C. Olson (Seal)
ROBERT C. OLSON -Borrower

Social Security Number 518-76-6850

Wendy L. Olson (Seal)
WENDY L. OLSON -Borrower

Social Security Number 559-17-3742

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Social Security Number _____

Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF IDAHO, CANYON

County ss:

On this day 9TH of FEBRUARY, 1998, before me, THE UNDERSIGNED, a Notary Public in and for said county and state, personally appeared ROBERT C. OLSON and WENDY L. OLSON

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

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



Dorothy J. Starce
Notary Public, residing at: Boise
My Commission Expires: 1-27-2003

AJ0749NP
No. R63-26683

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 08/27/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FLOYD C BEAN	12/31/1962	DOMESTIC	01-01 12-31	0.04 CFS	
C	L KAYE BEAN					
	224 E MARVIN ST					
	CALDWELL ID 83605			TOTAL DIVERSION:	0.04 CFS	
	(208) 459-7720					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T04N R03W S33 NENESE

CANYON County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
T R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
04N 03W 33	:		:		:		:		:		:		:		:	
	:		:		:		:		:		:		:		:	

POU County: CANYON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP PARCEL NO. 8R04N03W337250

Dates: Exam Made Date: Verified Date: 08/26/1998 Objection Filed Date:

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

Audit: 08/27/98 JGIVENS

AJ5856NP

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

DATE: AUG-21-1997

PAGE: A-404

RIGHT NUMBER: 63-26683

NAME & ADDRESS: L KAYE BEAN
FLOYD C BEAN
224 E MARVIN ST.
CALDWELL ID 83605

Near

*Olson, Robert C
1/2 Wendy L*

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 12/31/1962

POINT OF DIVERSION: T04N R03W S33

NENESE

Within CANYON County

PURPOSE AND

PERIOD OF USE: PURPOSE OF USE
DOMESTIC DOMESTIC, 1 HOME

PERIOD OF USE
01-01 12-31

QUANTITY
0.04 CFS

PLACE OF USE: DOMESTIC
T04N R03W S33

Within CANYON County
NESE

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*Parcel No. 2204N03W 337 250
1 Home*

Verified by *SC* Date: *4/13/98*

Verification Source: *Computer*



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

June 24, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT & WENDY OLSON
224 E MARVIN ST
CALDWELL ID 83605

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A63-26683

Dear Claimant:

We have been advised you may be the current owner of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by July 10, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

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

Judy Givens
SRBA Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No. A63-26683 water right filing

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

UNITED STATES POSTAGE
★ ★ ★
180
9481 \$ 00.33⁰ PB859439
8491 MAILED FROM BOISE ID 83705
APR 29 95

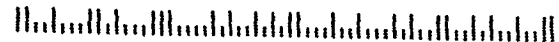
RECEIVED
MAY 06 1999
WATER RESOURCES
WESTERN REGION

RETURNED
TO
SENDER
ADDRESSEE
UNKNOWN
Wrong address

L KAYE BEAN
FLOYD C BEAN
224 E MARVIN
CALDWELL ID 83605

63-26683

83605-83705 5082



IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

.....

Water Source: GROUNDWATER	Tributary to:	Stage: BENEFICIAL USE
(s) of Diversion: T04N R03W S33	NENESE	CANYON County

								NE				NW				SW				SE									
								NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac		
---	---	---	:	----	----	----	----					:	----	----	----	----					:	----	----	----	----				
04N	03W	33	:									:									:	D							

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

63-20427	63-22004	63-23194	63-24007	63-26177	63-26852	63-26853	63-27147	63-27593	63-27777
63-27993	63-28341	63-28353	63-28848	A63-03077	A63-20427	A63-22004	A63-23194	A63-24007	A63-26177
A63-26683	A63-26852	A63-26853	A63-27147	A63-27593	A63-27777	A63-27993	A63-28341	A63-28353	A63-28848

Other Water Rights Listing Overlapping Place(s) of Use:

A63-00166A	A63-00167A	A63-00179A	A63-00224	A63-00225	A63-00294	A63-00295	A63-00371	A63-02275	A63-02276
A63-02294	A63-02529	A63-02891	A63-02891A	A63-03614A	A63-03618A	A63-05199	A63-05200	A63-05219	A63-05237
A63-05255	A63-05262A	A63-09109	A63-21731	A63-21739					

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP PARCEL NO. 8R04N03W337250

DATE: 04/28/99
PAGE: 2



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

April 29, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Water Right No. 63-26683

Robert C Olson
Wendy L Olson
224 Marvin
Caldwell ID 83605

Dear Property Owners:

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.

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: L Kaye and Floyd C Bean