

W E
NAPP 16001-424

72

NHEW

8.5

3
12.6

2
15.4

T1725

NHEW

NHEW

6
38.1

4
24.1

NHEW

13 18

5
38.1

636

24 19

HEL
2.3.1.1.1

T2061

1
64.1

HEL

HEL

T2062
CRP

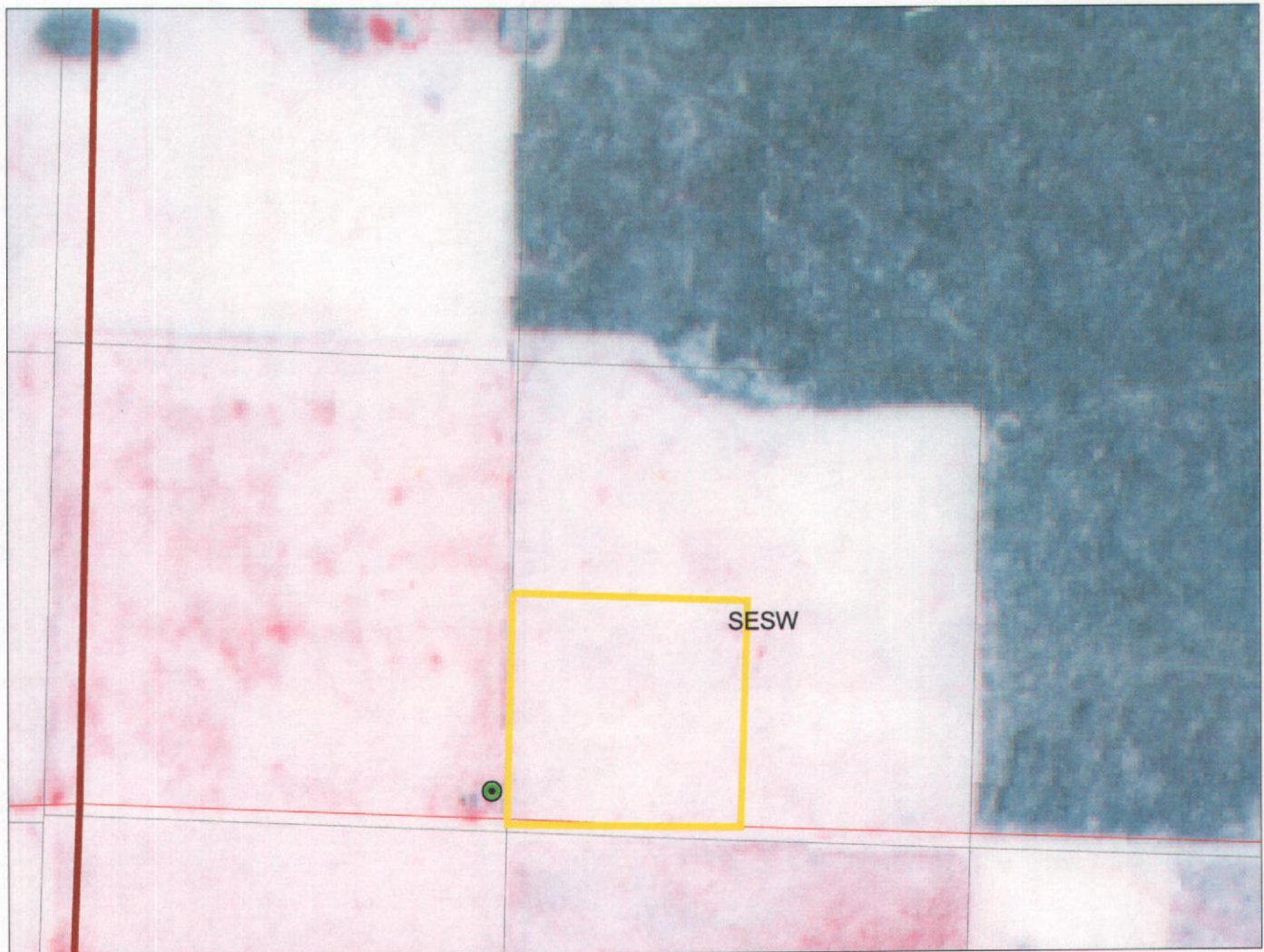
31.7

68.9

2

Idaho Department of Water Resources

Place of Use Layout 63-31322

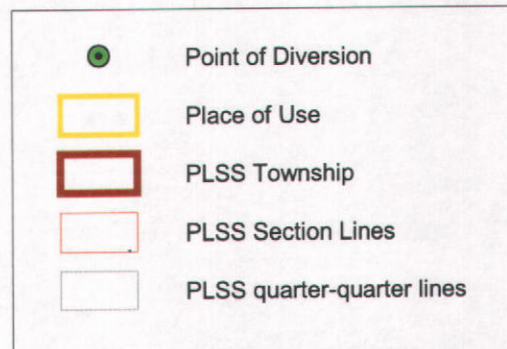


0 0.25 0.5 Miles

Township 1N Range 1E Section 18

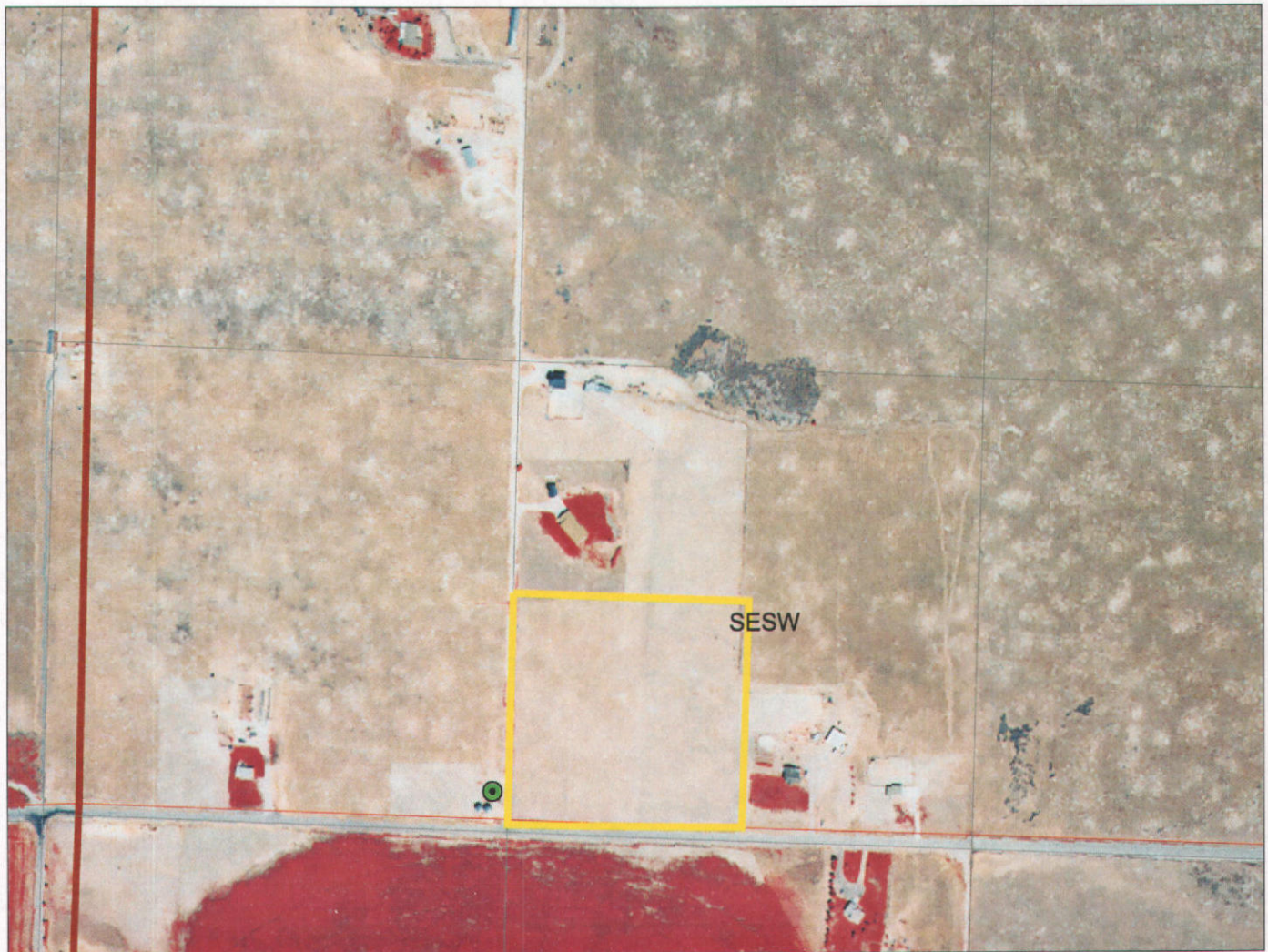


GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: January 14, 2003



Idaho Department of Water Resources

Place of Use Layout 63-31322



0 0.25 0.5 Miles

Township 1N Range 1E Section 18



GIS Place of Use Presentation
2000 aerial photography.
Map prepared by: Scott King
Date prepared: January 14, 2003

	Point of Diversion
	Place of Use
	PLSS Township
	PLSS Section Lines
	PLSS quarter-quarter lines

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 63-31322
Date Received: 9/6/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JOHN K ORR Phone: (208)884-1882
1615 N KASTLE FALLS
MERIDIAN ID USA 83642

MICHELLE H ORR Phone: (208)884-1882
1615 N KASTLE FALLS
MERIDIAN ID USA 83642

2. Date of Priority: 05/10/1971

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	01E	18	SE SW	ADA	

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	0.2	45

7. Total Quantity Appropriated is:
0.2 C.F.S. and/or 45 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	01E	18	SE	SW	IRRIGATION	10
					Section Acres	10
					Total Acres	10

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 63-31270.

15. Basis of Claim: License

RECEIVED

JAN 29 2003

SPLIT RIGHT

Department of Water Resources

Page 1

10/12/2001

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31270 V1

WATER RIGHT NUMBER: 63-31270 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JOHN MUSSELL
	, ID
Original Owner	SHIRLEY M MANSON
	RT 1
	POEN RD
	KUNA, ID 83634
Original Owner	WAYNE W CRAIG
	2200 POEN RD
	KUNA, ID 83634
	(208)922-0435
Original Owner	ESTHER CRAIG
	2200 POEN RD
	KUNA, ID 83634
	(208)922-0435
Original Owner	WILLIAM H SPEAR
	2086 POEN RD
	KUNA, ID 83634
Original Owner	NANCY S SPEAR
	2086 POEN RD
	KUNA, ID 83634

Priority Date: 05/10/1971

Basis: License

Status: **Parent**

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.400 CFS	90.00 AF
	<u>Total Diversion:</u>	0.400 CFS	90.00 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 18, Twp 01N, Rge 01E, B.M. ADA County

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31270 V1

Place of Use

IRRIGATION

TwpRge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N01E 18												20.0					20.0

Total Acres: 20

Conditions of Approval:Remarks:

- General CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB. ***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.

Comments:

- dbuffing 7/24/2001 Ownership
Comment: This claim is the result of a split due to change in ownership for a portion of 63-7430C.
- dbuffing 10/12/2001 Split right
Comment: This right has been split. See nos. 63-31321 & 63-31322

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:

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: A63-07430C
Date Received: 9/ 6/1989
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: WAYNE W CRAIG
Address: 2200 POEN RD
KUNA ID

208-922-0435

83634

OR

Name: ESTHER CRAIG
Address: 2200 POEN RD
KUNA ID

208-922-0435

83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	18	SE	SW			ADA
		19	NE	NW			ADA

5. Description of diverting works:

430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.880		646.20
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:

2.900 C.F.S. (and/or) 647.40 A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

DOMESTIC USE FOR 1 HOME.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	01E	18	NW	SW	3	IRR	39.0
			SW	SW		DOMEST	
			SW	SW	4	IRR	38.0
			SE	SW		IRR	40.0
						Section Acres	117.0
	01W	13	SE	SE		IRR	26.6
						Section Acres	26.6
						Total Acres	143.6

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NONE.

14. Remarks:

CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.
 ***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON
 THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5
 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT
 FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY
 BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.
 **THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A
 PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO.
 W005499 SB 2/28/00

15. Basis of Claim: LICENSE

See

63-07430B

For Field exam

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

AJ5809NP
No. A63-07430C

OWNER CODE NAME & ADDRESS PRIORITY DATE WATER USE USE PERIOD FROM TO DIVERSION RATE DIVERSION VOLUME
C WAYNE W CRAIG 05/10/1971 IRRIGATION 03-15 11-15 2.880 CFS 646.20 AFA
C ESTHER CRAIG 01-01 12-31 0.020 CFS 1.20 AFA
2200 POEN RD
KUNA ID 83634
(208) 922-0435
TOTAL DIVERSION: 2.900 CFS 647.40 AFA

Water Source: GROUNDWATER Tributary to: Stage: LICENSE
Point(s) of Diversion: T01N R01E S18 SESW ADA County
S19 NENW ADA County

Place of use Legal Description for: IRRIGATION

		NE		NW		SW		SE		
T	R	S	ENE	SENE	ENE	SENE	ENE	SENE	ENE	SENE
			Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
01N	01E	18	:	:	:	:	:	:	:	:
01N	01W	13	:	:	:	:	:	:	:	:
										SUM
										117.0
										26.6
										143.6

TOTAL ACRES

Place of use Legal Description for: DOMESTIC

		NE		NW		SW		SE		
T	R	S	ENE	SENE	ENE	SENE	ENE	SENE	ENE	SENE
			Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
01N	01E	18	:	:	:	:	:	:	:	:
01N	01W	13	:	:	:	:	:	:	:	:
										D

POU County: ADA
Non-Irrigation Uses: DOMESTIC USE FOR 1 HOME.
Other Rights: NONE.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-30450 A63-07430A A63-30450 R63-07430C
Other Water Rights Listing Overlapping Place(s) of Use:
A63-07430B R63-07430B R63-07430C

Remarks: GEN CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.
***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRANSFER BASED ON AMOUNT CLAIMED.
**THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO. W005499 SB 2/28/00

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Audit: 02/28/00 SBOCK

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7430B V1

WATER RIGHT NUMBER: 63-7430B V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	SHIRLEY M MANSON RT 1 POEN RD KUNA, ID 83634
Original Owner	JOHN MUSSELL , ID
Original Owner	WAYNE W CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435
Original Owner	ESTHER CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435

Priority Date: 05/10/1971

Basis:

Status: Parent

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	3.030 CFS	681.75 AF
DOMESTIC	1/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	3.050 CFS	682.95 AF

Location of Point(s) of Diversion

GROUND WATER	L4 (SE1/4SW1/4SW1/4)	Sec. 18, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	NW1/4NE1/4SW1/4	Sec. 19, Twp 01N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	18									38.0	39.0	37.0						114.0
											L 3	L 4							
01N	01W	13												3.0			34.5		37.5
														L 3			L 4		

Total Acres: 151.5

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-7430B V1

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	01E	18	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
													X						
													L 4						

Conditions of Approval:

1. THIS CLAIM HAS BEEN SPLIT INTO 63-07430C & 63-07430D BY APPROVED TRANSFER NO 5604

Remarks:Comments:

1. MMINICUC 3/29/1996 POD'S

Comment: THE WELL IN S. 18 WAS LOCATED IN S. 18 SESWSW IN THE B/U EXAM BUT WAS LICENSED IN THE SESW. THE B/U EXAM SHOWS IT CLEARLY IN THE SESWSW, AND THE LOCATION WAS CONFIRMED ON THE NAPP AND THE ASCS. THIS WELL APPEARS TO BE USED FOR DOM. USE ONLY. THE IRRIGATION WELL IS LOCATED IN S. 19, NWNESW, AS CONFIRMED BY THE B/U EXAM FOR 63-07426 (SEE SYSTEM DESCR. IN THIS FILE). THE BU/EXAM FOR 63-07430 ALSO INDICATES THE WELL IS LOCATED IN NWNESW, BUT WAS LICENSED IN NENW. PERMIT WAS AMENDED ONCE FOR POD'S, BUT IDWR WAS UNABLE TO FIND THE PERMIT HOLDER AT THE TIME OF LICENSING AND THE PERMIT WAS NOT AMENDED AGAIN TO REFLECT THE ACUTAL POD'S. THEY WERE LICENSED AS PERMITTED AND NO TRANSFERS WERE EVER FILED TO CORRECT THE LOCATIONS. ACRES THE ACRES WERE DETERMINED USING LASICO PLANIMETER MODEL NO. 42 P ON THE 1987 ASCS MAP. IT APPEARS THAT THERE ARE ACRES IRRIGATED IN THE NESE S. 13 WHICH WERE NOT LICENSED. THE B/U EXAM SEEMS TO SHOW THESE ACRES BUT THE ISSUE OF THEIR LOCATION WAS NOT ADDRESSED AT THE TIME. THE ADA COUNTY ASSESSOR'S OFFICE INDICATES THAT THE ACRES IN S. 13 NESE (G.L. 3) ARE OWNED UNDER THE NAME OF MUSTANGE ESTATES, WHICH IN TURN IS OWNED BY THE CRAIGS. SINCE THE IRRIGATION IN THIS QQ CAN BE VERIFIED IN 1980, THE ACRES CAN BE RECOMMENDED AS AN ACCOMPLISHED TRANSFER. NO INCREASE IN LICENSED ACREAGE, CFS, OR VOLUME. 04/01/1996 MM.

2. MMINICUC 4/1/1996 DESERT LAND ENTRY

Comment: AKA A PORTION OF DLE SERIAL NO. I-3911, GRANTED IN 1971.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-7430B V1

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5604

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant ALLAN W BURTON Phone 922 2006
Post Office address 1458 POEN RD. KUWA, IDAHO

1. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other SPLIT Portion of WATER Right
INTO MY NAME
2. Describe the reason for the proposed changes _____

3. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
63-074308	5-10-71	200 CFS	IND	3-15- to 11-15-
				to
				to
				to

2. Total amount of water being transferred, 228 cubic feet per second and/or 1.6 acre-feet per annum.

3. Source of water Ground water tributary to N/A

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

PART 1

6. General Information:

a. Description of diversion system IN GROUND SPRINKLER SYSTEM

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

NO CHANGE IN PLACE OF USE
JUST ADDING A POINT OF DIVERSION
AND SPLITTING WATER RIGHT OWNERSHIP

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

3 of 6
WR5809NP
No. 63-07430B

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 10/06/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SHIRLEY M. MANSON RT. 1 POEN RD. KUNA ID 83634	05/10/1971	IRRIGATION DOMESTIC	03/15 11/15 01/01 12/31	3.080 CFS 0.020 CFS	693.00 AFA 1.20 AFA
TOTAL DIVERSION:					3.100 CFS	694.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T01N R01E S18 SESW ADA County
S19 NENW ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE						
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM		
T	R	S		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
01N	01E	18	:	:	:	:	:	03-39	04-38	40	:	:	:	:	:	:	:	117.0
01N	01W	13	:	:	:	:	:	:	:	:	:	:	:	:	:	37	:	37.0
TOTAL ACRES																154.0		

Place of use Legal Description for: DOMESTIC

01N 01E 18 : : : D : :

Pool County: ADA

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-07430A

Remarks: GEN CURRENT OWNERS ARE:
WAYNE & ESTHER M. CRAIG, RT. 1, POEN RD., KUNA, ID.

Dates: App. Received: Priority Date: 05/10/1971
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 05/09/1983

Misc: Water District Number: Field Exam Fee:

Audit: 06/03/85 05/01/88 CONVERT

pg 5 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3 -

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

See Att MAP.

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Alan W. Burton

(Signature of Applicant)

Subscribed and sworn to before me this 6 day of OCT, 19 99.

Ron Lowerton

(Notary Public)

My commission expires _____

2000

FOR DEPARTMENT USE ONLYTransfer contains 6 pages and 2 attachmentsReceived by D.A.N. Date 10-6-1999 Protest filed by _____Prelim. check by 6 Fee 100.00 W 025795

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

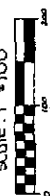
108 6452

C. 1/4 CORNER
SECTION 15
T. 1 N., R. 1 W. B.M.
(C.P.F. # 94109661)

E. 1/4 CORNER
SECTION 15
T. 1 N., R. 1 W. B.M.
(C.P.F. # 94109662)

MUSTANG ESTATES SUBDIVISION

GOVERNMENT LOT 4
SECTION 13, TOWNSHIP 1 NORTH,
RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
DATE: SEPT. 1994
Scale: 1" = 100'



UNPLATTED

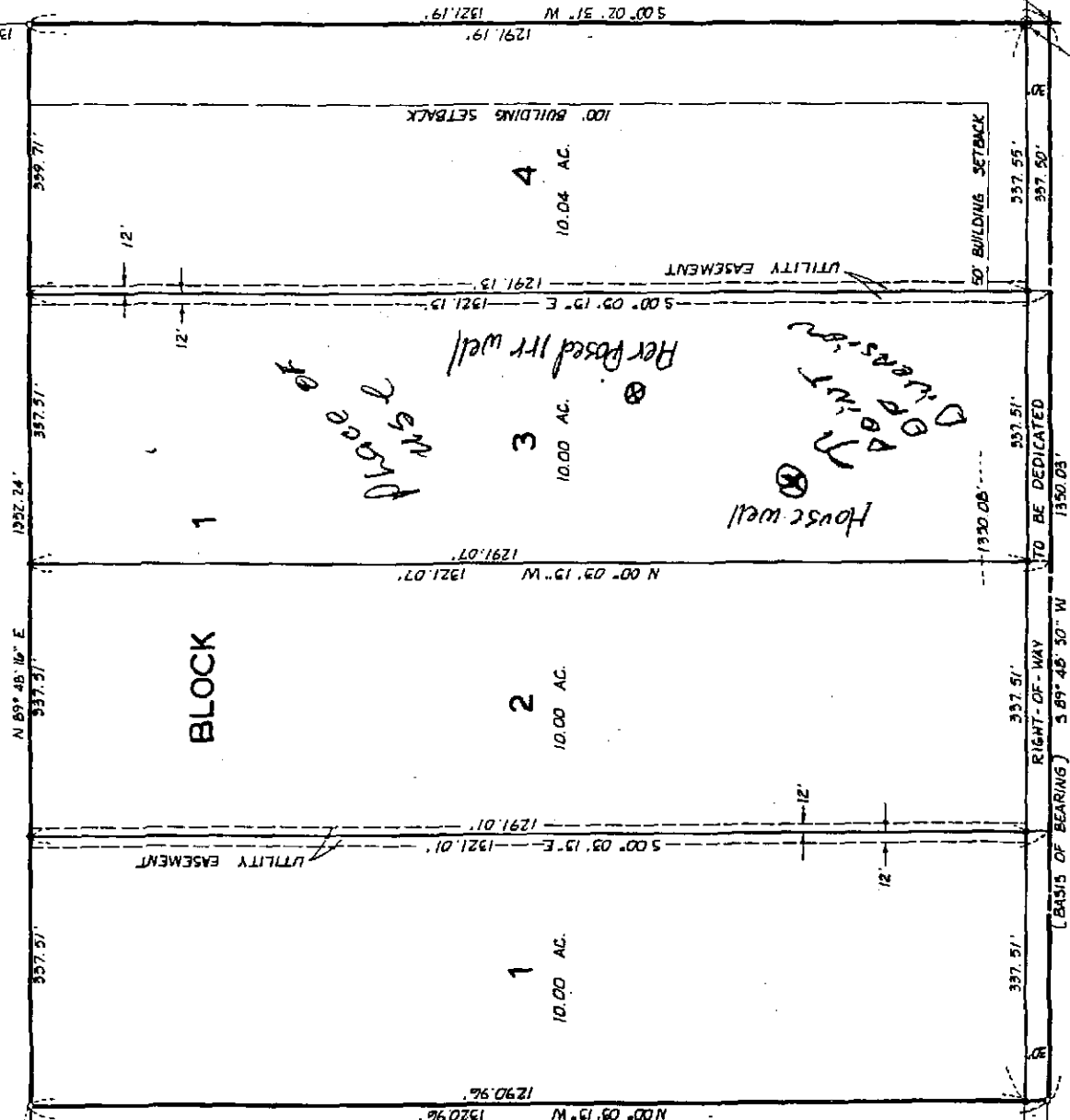


S.E. CORNER
SECTION 15
T. 1 N., R. 1 W. B.M.
(C.P.F. # 94109663)

POINT OF BEGINNING

UNPLATTED

UNPLATTED



E. POEN RD.

UNPLATTED

LEGEND

- INDICATES A 1/4" IRON ROD PLACED IN YELLOW PLASTIC CAP MARKED P.L.S. 5115
- INDICATES A 3/4" IRON ROD PLACED IN YELLOW PLASTIC CAP MARKED P.L.S. 5115
- + INDICATES A 3/4" IRON ROD PLACED IN YELLOW PLASTIC CAP MARKED AS SHOWN
- INDICATES UTILITY EASEMENT
- INDICATES LOT LINES
- INDICATES BOUNDARY LINES
- INDICATES SECTION / CENTER LINE
- ① INDICATES A 2" X 2" GALVANIZED PIPE ANCHORED P.L.S. 5115 INITIAL POINT

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
3. OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATIONS OR AN APURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES OR OPERATIONS, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APURTENANCE TO IT."
4. THIS SUBDIVISION DOES NOT FALL WITHIN A PRESCRIBED IRRIGATION DISTRICT, THEREFORE IT IS NOT SUBJECT TO IDAHO CODE 51-3605.
5. TREATMENT OF DOMESTIC WASTE WILL BE PROVIDED BY INDIVIDUAL SEPTIC TANKS AND DRAINFIELDS CONSTRUCTED IN ACCORDANCE WITH THE CENTRAL DISTRICT HEALTH DEPARTMENT RULES AND REGULATIONS.
6. DOMESTIC WATER WILL BE PROVIDED BY INDIVIDUAL WELLS CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WELL CONSTRUCTION STANDARDS.

S. 1/4 CORNER
SECTION 15
T. 1 N., R. 1 W. B.M.
(C.P.F. # 94109662)



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: A63-07430B
Date Received: 9/06/1989
Receipt No: 2005499
Received By: *[Signature]*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WAYNE W. CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634
OR
Name: ESTHER CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	18	SE	SW			ADA
		19	NE	NW			ADA

5. Description of diverting works:
430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.080		693.00
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
3.100 C.F.S. (and/or) 694.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC USE FOR 1 HOME.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	01E	18	NW	SW	3	IRR	39.0
			SW	SW		DOMEST	
			SW	SW	4	IRR	38.0
			SE	SW		IRR	40.0
						Section Acres	117.0
	01W	13	SE	SE		IRR	37.0
						Section Acres	37.0
						Total Acres	154.0

11. Place of use in counties: ADA

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: LICENSE

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

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):

Wayne Daig

Date:

9/6/89

Date:

State of Idaho)

County of

ADA

) SS.

Subscribed and sworn (or affirmed) before me this 6th day

of September 19 89

Jan Shute
Notary Public

Seal

Residing at

Meridian ID

My Commission Expires

9-14-94

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that Shirley M. Manson

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from March 15 to November 15	3.08 cfs and	693.0 acre feet
Domestic (1 unit)	from January 1 to December 02	cfs and	1.2 acre feet
	from _____ to _____	cfs and	

Description and location of place of use:

Type	Range	NEW	NWA	SWA	Total
1N	1E	18	GL3 GL2 39 36 40	117	
		18	(0.55)		
1N	1W	13		37 37	

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 4th day of Jan., 1983.

Director

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: A63-07430B
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ACQUIRED UNDER STATE LAW

1. Name: WAYNE W. CRAIG 208-922-0435
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KUNA, ID 83634

OR
Name: ESTHER CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	01E	18	SE	SW			ADA
		19	NE	NW			ADA

5. Description of diverting works:
430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.080		693.00
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
3.100 C.F.S. (and/or) 694.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC USE FOR 1 HOME.

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	01E	18	NW		SW	3	IRR	39.0
			SW		SW		DOMEST	
			SW		SW	4	IRR	38.0
			SE		SW		IRR	40.0
							Section Acres	117.0
	01W	13	SE		SE		IRR	37.0
							Section Acres	37.0
							Total Acres	154.0

11. Place of use in counties: ADA

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: LICENSE

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 0

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):

Wayne Daig

Date:

9/6/89

Date:

State of Idaho

County of

ADA

)
) SS.
)

Subscribed and sworn (or affirmed) before me this 6th day

of September 19 89

Jan Skute
Notary Public

Seal

Residing at

Meridian ID

My Commission Expires

9-14-94

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

RECEIVED
OCT 10 2001
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-31270		✓			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

William H. / Nancy S. Spear
 2086 POENRD Kona 83634

4. New Owner/Claimant(s)

John K. Orr & Michelle H. Orr

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

New Mailing Address

1615 N. Kastle Falls

City, State and ZIP Code

Meridian, ID 83642

New Telephone Number

(208) 884-1882

5. Date you acquired the property

9/26/01

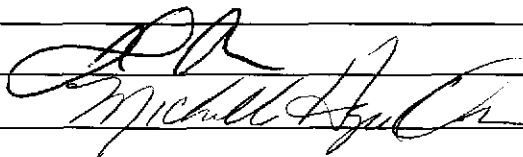
63-7430C → 63-31269
 → 63-31270 → 63-31321
 → 63-31322

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-31270</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.20 CFS</u> <u>45 AFA</u>	<u>10 ACRES</u>
Stock		
Domestic		
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-31270</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.20 CFS</u> <u>45 AFA</u>	<u>10 ACRES</u>
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

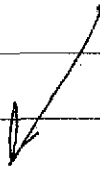

Michael H. Huch

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

For Office Use Only

Received by DAN Date 10-10-01 Fee -0-
 Received by -0- Date -0- Receipt No. -0-
 Processed by AJ Date WR Date

63-3270



ORR

63.31322

Spear

63.31321

10 acres

2000's

USAF

10 acres

2000's

USAF

all irrigation



The First American Corporation

First American Title Company of Idaho, Inc.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zaehner* SECRETARY

BY *Jim [Signature]* COUNTERSIGNED

THIRD COMMITMENT
(9/20/01 - change to lot purchase)
SCHEDULE A

TO: SYRINGA BANK
1299 N. ORCHARD ST.
P.O. BOX 7557
BOISE, IDAHO 83707
ATTN: TODD GILLESPIE
FAX: 322-0980

CC: FIRST AMERICAN TITLE
7311 POTOMAC DRIVE
BOISE, IDAHO 83704
ATTN: DEANN SAYRE

1. Commitment Date: **SEPTEMBER 9, 2001 AT 7:30 A.M.**

2. Policy or Policies to be issued:

		Amount	Fee
(X)	(a) Owner's Policy	\$65,000.00	\$482.50
	ALTA Form 1402-92 (10-17-92)		
	Proposed Insured: JOHN KEVIN ORR and		
	MICHELLE HOPE ORR		
(X)	(b) EXT Loan Policy	\$56,363.00	\$211.35
	ALTA Form 1056-92 (10-17-92)		
	Proposed Insured: SYRINGA BANK		
(X)	(c) Endorsements	8.1	\$ 10.00

3. Fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

WILLIAM H. SPEAR and NANCY S. SPEAR, husband and wife

continued

SCHEDULE B CONTINUED

4. The land referred to in this Commitment is situated in the State of Idaho, County of Ada, and is described as follows:

Lot 1 Block 1 Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

RESERVING THEREFROM an Easement for ingress, egress and utility purposes over the Westerly 30 feet of Lot 2 Block 1 of Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

Address: 2086 E. POEN ROAD, KUNA, IDAHO 83634

jb/ss

SCHEDULE B - Section 1

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the Mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the Policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the Mortgage to be insured must be signed, delivered and recorded.
- (d) You must give the following information:
 - 1. Release(s) or Reconveyance(s) of item(s)
AS MEETS INSURED'S REQUIREMENTS.
- (e) We require Seller or Borrowers Affidavit provided and approved prior to recording.
- (f) We met with Mr. Spear at 10:00 on September 4th and he stated that he is requiring that the second deed of trust be paid in full and that the 1st deed of trust be partially paid and reconveyed as to Lot 2 Block 1 only.

SCHEDULE B - Section 2

EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or **EAGLE** Coverage Policy.

continued

SCHEDULE B CONTINUED

7. General and Special Taxes for the year 2001, an accruing lien not due or payable until the fourth Monday in November 2001 when the bills are issued, the first half of which is not delinquent until after December 20, 2001.

8. The terms and conditions contained in a Quitclaim Deed recorded October 13, 1971, as Instrument No. 785348.

9. The terms and conditions contained in a Water Agreement, between Cline M. Waddell and Eilleen K. Waddell, husband and wife and SHIRLEY M. MANSON, recorded January 21, 1975, as Instrument No. 912541.

An Addendum to Water Agreement recorded November 3, 1980, as Instrument No. 8051997.

The terms and conditions contained in a Settlement Agreement, between Wayne W. Craig and Esther Craig, husband and wife and Steve Bues, for the purpose of settling a dispute with respect to a water well, as set for in instrument recorded January 2, 1992, as Instrument No. 9200031.

10. An Easement over said land in favor of IDAHO POWER COMPANY, a corporation, for power lines and incidental purposes as set forth in an instrument recorded February 9, 1977, as Instrument No. 7705761, Official Records.

11. An Easement over said land in favor of ERNEST MANSON and SHIRLEY M. MANSON, husband and wife, for right of way over the Southerly 30 feet (E. Poen Road) and incidental purposes as set forth in an instrument recorded May 31, 1978, as Instrument No. 7828540, Official Records.

12. The terms and conditions contained in a Water Agreement, between Cline M. Waddell and Eilleen K. Waddell, husband and wife and SHIRLEY M. MANSON, recorded January 28, 1981, as Instrument No. 8103975.

13. The terms and conditions contained in that Settlement Agreement, for water and well, in Case No. 94230, recorded January 2, 1992, as Instrument No. 9200031.

14. Easements, reservations, restrictions and dedications as shown on the official plat of said Subdivision.

continued

SCHEDULE B CONTINUED

15. A Deed of Trust, dated November 3, 1997, to secure an indebtedness in the principal sum of \$72,075.00, and any other amounts and/or obligations secured thereby.

Recorded: October 30, 1997, as Instrument No. 97090667

Grantor: WILLIAM H. SPEAR and NANCY S. SPEAR

Trustee: ALLIANCE TITLE AND ESCROW CORP.

Beneficiary: KEY BANK OF IDAHO

(AFFECTS LOTS 1 AND 2 OF ESTHER ESTATES SUB)

16. A Deed of Trust, dated August 3, 1999, to secure an indebtedness in the principal sum of \$75,000.00, and any other amounts and/or obligations secured thereby.

Recorded: August 12, 1999, as Instrument No. 99081035

Grantor: WILLIAM H. SPEAR and NANCY S. SPEAR

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

Beneficiary: KEY BANK NATIONAL ASSOCIATION

(AFFECTS LOTS 1 AND 2 OF ESTHER ESTATES SUB)

17. All matters as shown on Record of Survey No. 5458, recorded July 10, 2001 as Instrument No. 101068605.

18. The right, title and interest of Kevin Orr, as evidenced to this title company in writing.

19. "THE ABOVE LOT IS RESTRICTED FROM ANY COMMERCIAL FARMING OR RELATED PURPOSES", as set forth in Warranty Deed recorded September @, 2001, as Instrument No. @. (WILL BE CREATED WITH THE RECORDING OF SELLERS WARRANTY DEED)

20. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

END SCHEDULE B

INFORMATIONAL NOTES:

NOTE: We find no Judgements or Tax Liens against the named proposed insured, unless set forth in Schedule B above.

NOTE: General taxes for 2000, in the original amount of \$1462.94, Code Area 224, A. P. No. R2517270100, have been paid in full.
(Affects Lot 1 Block 1 of Esther Estates Sub.)

NOTE: General taxes for 2000, in the original amount of \$214.98, Code Area 224, A. P. No. R2517270200, have been paid in full.
(Affects Lot 2 Block 1 of Esther Estates Sub.)

NOTE: Pursuant to the State of Idaho insurance regulation: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

NOTE:

If you have questions regarding this commitment please contact:

JEFF BERGLAND, Title Officer, at
FIRST AMERICAN TITLE COMPANY OF IDAHO, INC.
7311 Potomac Drive, Boise, Idaho 83704,
or call (208) 375-0700.

If you have questions regarding the escrow closing please contact:

DEANN SAYRE, Escrow Officer, at
FIRST AMERICAN TITLE COMPANY OF IDAHO, INC.
7311 Potomac Drive, Boise, Idaho 83704,
or call (208) 375-0700.

EXHIBIT A FOR WARRANTY DEED

Lot 2 Block 1 Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

RESERVING THEREFROM an Easement for ingress, egress and utility purposes over the Westerly 30 feet of Lot 2 Block 1 of Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

THIS CONVEYANCE ALSO PLACES THE FOLLOWING RESTRICTION ON THE ABOVE DESCRIBED LAND; "THE ABOVE LOT IS RESTRICTED FROM ANY COMMERCIAL FARMING OR RELATED PURPOSES."

EXHIBIT "A" FOR DEED OF TRUST

Lot 1 Block 1 Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

RESERVING THEREFROM an Easement for ingress, egress and utility purposes over the Westerly 30 feet of Lot 2 Block 1 of Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.



FIRST AMERICAN TITLE COMPANY

7311 Potomac Drive - Boise, Idaho 83704
(208) 375-0700 - Fax (208) 322-5597

CLOSING ESCROW INSTRUCTIONS

ESCROW NO.: FA-146047DS

DATE: September 25, 2001

BUYER: John K. Orr, Michelle H. Orr

TO: First American Title Company, Boise, ID

I hereby agree to purchase the hereinafter described property located at Lot 2, Block 1, record of Survey 5458, for a total consideration of \$65,000.00, and will on or before September 26, 2001 hand you said consideration, which is payable as follows:

Balance in cash at closing(closing costs are additional)

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me:

An Executed Warranty Deed

and when you can issue your standard coverage form policy of title insurance with liability of \$65,000.00, on the property described on attached Order No. FA-146047/JB

SHOWING TITLE VESTED IN John Kevin Orr and Michelle Hope Orr, husband and wife

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1 thru 14, 17,19,20 of Commitment for Title Insurance, Order No. FA-146047/JB, a copy of which is attached, reviewed and approved.
2. Deed of Trust to be recorded securing a note with an unpaid balance of \$56,353.00, with interest at the rate of 7.500% per annum in favor of Syringa Bank.
3. Other: All terms and conditions for purchase agreement have been met or waived to the satisfaction of both buyer and seller.

OTHER INSTRUCTIONS:

PRORATE AND/OR ADJUST THE FOLLOWING AS OF September 26, 2001

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Interest on any existing trust deeds, improvements assessments and/or bonds taken over by buyers.
3. Rental or Lease, per rent or lease statement handed you.
4. Charge the buyer and credit seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

I hereby agree to pay any charges including usual Buyers escrow fee and any advance and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents etc., to the persons entitled thereof.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statement examined and approved by the parties hereto and by this reference made a part hereof, Proceeds of this escrow may be disbursed by your check

ESCROW NO. FA-146047DS

payable to the respective parties, and your checks and documents may be mailed to the addresses set forth in these instructions.

When all documents have been signed and you have received all necessary funds, you are authorized to record the necessary documents, disburse funds collected in accordance with these instructions and have title insurance policy issued. Adjustments may be made on interest, unusual recording fees, and approved payment of bills and rents received after the signing of these instructions. You are authorized to pay any additional interest due on loan payoffs to lender after closing.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means that date on which instruments referred to herein are filed for record and funds disbursed, unless otherwise indicated in these instructions.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent shall hereupon become cancelled. When the written notice is delivered to escrow agent by the party so electing to cancel escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of this escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become cancelled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (c) third, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "cancelled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: We/I have been specifically informed that First American Title Company (hereinafter designated as "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. We/I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized and that it has not done so. We/I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at my own expense. If We/I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a part, if prepared by First American, have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

DISCLOSURE OF TAXPAYER IDENTIFICATION NUMBERS

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and the First American Title Company of Idaho, Inc. is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. First American Title Company of Idaho, Inc. is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American Title Company of Idaho, Inc. to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold First American Title Company of Idaho, Inc. harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers.

PENALTIES

Penalties for failure to comply will most likely be assessed against the individual taxpayers for failure to provide the information.

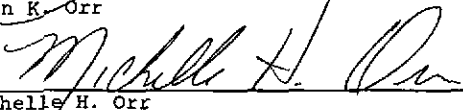
ESCROW NO. FA-146047DS

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer Agrees to buy the property herein described upon the terms hereof.



John K. Orr

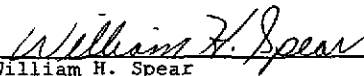


Michelle H. Orr

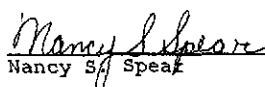
SELLER: William H. Spear, Nancy S. Spear

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this escrow, you are to mail any documents and your check or checks payable to: William H. Spear, Nancy S. Spear



William H. Spear



Nancy S. Spear

TITLE AGREEMENT

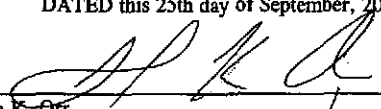
The tax value shown on the attached closing statement is based on ESTIMATES.

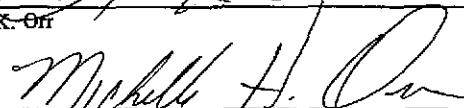
Buyer and Seller herein affirm and agree that First American Title Company of Idaho, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Assessor/Treasurer's office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

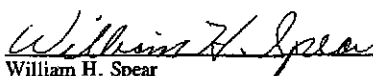
1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND FIRST AMERICAN TITLE COMPANY OF IDAHO DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

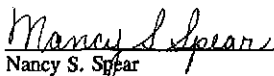
Further, Buyer and Seller herein agrees to hold harmless First American Title Company of Idaho from any loss, liability, or responsibility in the event the estimated tax figures are based on a Homeowner's Tax Exemption, which may or may not apply for the year in which the sale occurs. It is agreed that it shall be the Buyer's responsibility to investigate the status of the Homeowner's Tax Exemption as it may apply to the property being purchased.

DATED this 25th day of September, 2001.


John K. Orr


Michelle H. Orr


William H. Spear


Nancy S. Spear

2000 Real Property Taxes for Parcel No. R2517270200

Tax Amount: 483.72



First American Title Company of Idaho

7311 POTOMAC DRIVE • BOISE, IDAHO 83704 • (AREA 208) 375-0700 FAX 322-5597

WAIVER OF EAGLE POLICY COVERAGE

FA-146047DS

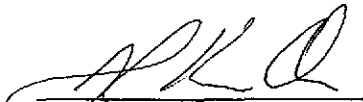
I have been offered a First American EAGLE Protection Owner's Policy ("EAGLE Policy").

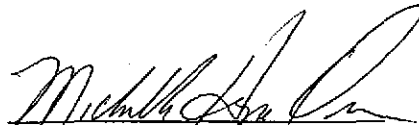
I have been informed that the EAGLE Policy provides greater coverage for a small additional premium.

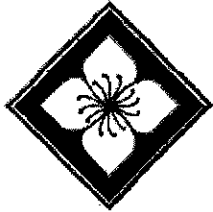
I have been informed that a brochure describing the additional coverage and a copy of this policy are available upon request.

However, by signing below, I hereby decline the EAGLE Policy.

Date: 9/26/2001


John Kevin Orr


Michelle Hope Orr



SYRINGA BANK

Date: September 25, 2001

To: First American Title Company
7311 W. POTOMAC
BOISE, ID

Order: Escrow # FA-146047

In relation to the above mentioned order number, we are requesting the following:

☒ Record Deed of Trust
☐ Record Deed of Trust
Lien Position ☒ 1st ☐ 2nd
☐ Record Reconveyance Doc.

☐ Record Assignment of Rents
Issue documents:

☒ Warranty Deed

Issue the following endorsements:

☐ Junior Loan Policy
☐ Standard Loan Policy
☐ Extended ALTA Loan Policy
☐ Endorsements 100/116
☒ Endorsements 8.1
☐ Endorsements 102.5
☐ Endorsements 110.5

Other:

☐ Issue Deed of Reconveyance
☐ Record Quit Claim Deed (before DOT)

Comments: Please contact me if you have any questions. Thank You.

Regards,

Theresa Dopf (208) 322-6363
Syringa Bank
1299 N. Orchard, Boise, ID 83706

(continued)

NOTE: 56,363.00
TITLE: 221.35
LOAN FEE: 276.00
BROKER FEE: 276.00
FLOOD: 11.00
APPRAISAL: 400.00
RECORDING: 15.00

55,163.65 TO FIRST AMERICAN TITLE CO

BALANCE OF LOT PURCHASE TO BE PAID BY JOHN & MICHELLE ORR



First American Title Company of Idaho

7311 POTOMAC DRIVE •

BOISE, IDAHO 83704 •

(AREA 208) 375-0700

FAX 322-5597

BUYER'S CLOSING STATEMENT

Escrow: FA-146047DS
Escrow Officer: DeAnn Sayre
FINAL

Order: FA-146047/JB
Date: 9/25/2001
Closing Date: 9/26/2001

ESCROW STATEMENT OF: John K. Orr, Michelle H. Orr

SELLER: William H. Spear, Nancy S. Spear

Property Address: Lot 2, Block 1, record of Survey 5458

ITEMS

DEBITS

CREDITS

TOTAL CONSIDERATION

65,000.00

NEW Note/Deed of Trust TO Syringa Bank

56,353.00

PRORATIONS/ADJUSTMENTS

FROM

TO

County Taxes, TAX ACCOUNT R2517270200

CURRENT YEAR TAXES AT \$483.72

1/01/01

9/26/01

355.17

TITLE CHARGES TO First American Title Company

Extended/Loan Mortgagee's Premium for \$56,353.00

211.35

Endorsements/8.1

10.00

Deed Recording Fee

3.00

Mortgage Recording Fee

15.00

ESCROW CHARGES

Escrow Fee

120.00

LENDER CHARGES

NEW LOAN CHARGES TO Syringa Bank

Loan Fee

276.00

Appraisal

400.00

Flood Determination

11.00

Broker Fee

276.00

BALANCE DUE ESCROW

9,614.18

TOTALS

\$ 66,322.35

\$ 66,322.35


John K. Orr


Michelle H. Orr

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN	
		1. ☐ FHA	2. ☐ FMHA
		4. ☐ VA	5. ☒ CONV. INS.
		6. FILE NUMBER: FA-146047DS	7. LOAN NUMBER:
		8. MORTGAGE INS. CASE NO.:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: John K. Orr and Michelle H. Orr 1615 N. Kastle Avenue, Meridian, ID 83642

E. NAME & ADDRESS OF SELLER: William H. Spear and Nancy S. Spear 2086 Poen Road, Kuna, ID 83634

F. NAME AND ADDRESS OF LENDER: Syringa Bank 1299 N. Orchard Street, Boise, ID 83716

G. PROPERTY LOCATION: Lot 2, Block 1, record of Survey 5458

H. SETTLEMENT AGENT: First American Title Company

PLACE OF SETTLEMENT: 7311 Pptonac Drive, Boise, ID 83704 (208) 375-0700

I. SETTLEMENT DATE: 9/26/2001

FINAL

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	65,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,322.35	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower:	66,322.35	420. Gross Amount Due to Seller:	
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions in Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	56,353.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/01/01 to 9/26/01	355.17	511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower:	56,708.17	520. Total Reductions in Amount Due Seller:	
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement To/From Seller:	
301. Gross amount due from borrower (line 120)	66,322.35	601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)	56,708.17	602. Less reductions in amount due seller (line 520)	
303. Cash (☒ FROM) (☐ TO) Borrower:	9,614.18	603. Cash (☐ TO) (☐ FROM) Seller:	

Previous Edition is Obsolete

Form No. 1581

8/86

L. SETTLEMENT CHARGES		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. Total Sales/Broker's Commission Based On Price \$ @ %			
Division of Commission (line 700) As Follows:			
701. \$ to			
702. \$ to			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan:			
801. Loan Origination fee %			
802. Loan Discount %			
803. Appraisal Fee to: Syringa Bank		400.00	
804. Credit Report to:			
805. Lender's Inspection fee			
806. Mortgage Insurance application fee to			
807. Assumption fee			
808. Loan Fee TO Syringa Bank		276.00	
809. Flood Determination TO Syringa Bank		11.00	
810. Broker Fee TO KM Construction Lending		276.00	
811.			
900. Items Required By Lender To Be Paid In Advance:			
901. Interest from to @ \$ /day			
902. Mortgage Insurance premium for mo. to			
903. Hazard insurance premium for yrs. to			
904. Flood insurance premium for yrs. to			
905.			
1000. Reserves Deposited With Lender:			
1001. Hazard insurance months @ \$ per month			
1002. Mortgage Insurance months @ \$ per month			
1003. City property taxes months @ \$ per month			
1004. County property taxes months @ \$ per month			
1005. Annual assessments months @ \$ per month			
1006. Flood insurance months @ \$ per month			
1007. months @ \$ per month			
1100. Title Charges			
1101. Settlement or closing fee to First American Title Company		120.00	
1102. Abstract or title search to			
1103. Title examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's fees to			
(includes above items Numbers:)			
1108. Title insurance to First American Title Company		211.35	
(includes above items Numbers:)			
1109. Lender's coverage \$ 56,353.00 Premium: 211.35			
1110. Owner's coverage \$ 65,000.00 Premium: 482.50			
1111. Endorsements/8.1		10.00	
1112.			
1113.			
1200. Government Recording and Transfer Charges:			
1201. Recording fees: Deed \$ 3.00 Mortgage \$ 15.00 Releases \$		18.00	
1202. City/county tax/stamps: Deed \$ Mortgage \$			
1203. State tax/stamps: Deed \$ Mortgage \$			
1204.			
1205.			
1300. Additional Settlement Charges:			
1301. Survey to			
1302. Pest inspection to			
1303.			
1304.			
1305.			
1306.			
1307.			
1400. Total Settlement Charges (Enter on line 103, Section J - and - line 502, Section K)		1,322.35	

SELLER'S AND/OR BORROWER'S STATEMENT

SETTLEMENT DATE: 9/26/2001

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

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

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Borrowers/Purchasers

John K. Orr

Michelle H. Orr

Sellers

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

Settlement Agent:

DeAnn Sayre, First American Title Company

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Space Above This Line For Recording Data

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is September 25, 2001. The parties and their addresses are:

GRANTOR:

JOHN K ORR
1615 N KASTLE FALLS AVE
MERIDIAN, Idaho 83642

MICHELLE H ORR
1615 N KASTLE FALLS AVE
MERIDIAN, Idaho 83642

TRUSTEE:

FIRST AMERICAN TITLE COMPANY OF IDAHO
Corporation
7311 Potomac
Boise, Idaho 83704

LENDER:

SYRINGA BANK
Organized and existing under the laws of Idaho
1299 N. Orchard St.
Boise, Idaho 83706
82-0496006

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of the Lender, with power of sale, the following described property:

Lot 1 Block 1 Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho. RESERVING THEREFROM an Easement for ingress, egress and utility purposes over the Westerly 30 feet of Lot 2 Block 1 of Record of Survey No 5458, recorded July 10, 2001, as Instrument No. 101068605, being portions of Lots 1 and 2 in Block 1 of ESTHER ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 71 of Plats at Page(s) 7301 and 7302, Official Records of Ada County, Idaho.

The property is located in ADA County at 2086 E. Poen Road, Kuna, Idaho 83634.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$56,363.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 111817001, dated September 25, 2001, from Grantor to Lender, with a loan amount of \$56,363.00 with an interest rate of 7.5 percent per year and maturing on September 25, 2002.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

4. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, sell and convey the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

9. WARRANTIES AND REPRESENTATIONS. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably grants, bargains and conveys to Trustee, in trust for the benefit of the Lender, as additional security all the right, title and interest in and to any and all:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect until the Secured Debts are satisfied. Grantor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of Grantor's

default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. DEFAULT. Grantor will be in default if any of the following occur:

A. **Payments.** Grantor fails to make a payment when due.

B. **Other Events.** Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

14. REMEDIES. Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

If there is a default, Trustee will, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee will make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, will pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By choosing any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or happens again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Grantor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not a salaried employee of the Lender. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Grantor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with any Environmental Law.

D. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other

means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance.

19. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. CO-SIGNERS. If Grantor signs this Security Instrument but does not sign the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

22. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

23. DECLARATION. Grantor declares that the Property is either not more than forty acres in area or that the Property is located within an incorporated city or village.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Idaho, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

29. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other documents, instruments and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may seek provisional remedies at any time from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

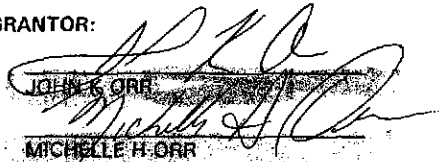
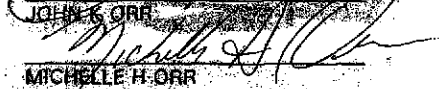
Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

30. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:


JOHN K. ORR

MICHELLE H. ORR

ACKNOWLEDGMENT.

REQUEST FOR RECONVEYANCE

(Not to be completed until paid in full)

TO TRUSTEE:

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

.....
(Authorized Lender Signature)

.....
(Date)

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
111817001	JOHN K ORR		09/25/01	TG
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$56,363.00	Not Applicable	7.500%	09/25/02	Consumer
Creditor Use Only				

PROMISSORY NOTE AND TRUTH-IN-LENDING DISCLOSURES

(Consumer - Closed End - Fixed Rate)

DATE AND PARTIES. The date of this Promissory Note and Truth-In-Lending Disclosures (Note) is September 25, 2001. The parties and their addresses are:

LENDER:

SYRINGA BANK
1299 N. Orchard St.
Boise, Idaho 83706
Telephone: (208) 322-8363

BORROWER:

JOHN K ORR
1615 N KASTLE FALLS AVE
MERIDIAN, Idaho 83642

MICHELLE H ORR
1615 N KASTLE FALLS AVE
MERIDIAN, Idaho 83642

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- E. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

2. FEDERAL TRUTH-IN-LENDING DISCLOSURES.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
8.010%	\$4,503.18	\$56,087.00	\$60,590.18

Payment Schedule. My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
11	Interest on the amount of credit outstanding, varying from \$324.28 to \$359.02, will be paid monthly	beginning October 25, 2001
1	\$56,722.02	September 25, 2002

Security. I am giving a security interest in:
Raw Land - Real Estate

My deposit accounts and other rights I may have to the payment of money from you.

Prepayment. If I pay off early, I will not have to pay a minimum finance charge.

Assumption. Someone buying the Property securing the obligation cannot assume the remainder of the obligation on the original terms.

Contract Documents. I will see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

3. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$56,363.00 (Principal) plus interest from September 25, 2001 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 7.500 percent (Interest Rate).

- A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the Idaho usury laws under Idaho Code §28-42-201.
- D. **Accrual.** During the scheduled term of this Loan interest accrues using an Actual/365 days counting method.

5. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

- A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.
 - Title Insurance. A(n) Title Insurance fee of \$221.35 payable from the loan proceeds.
 - Recording - Deed. A(n) Recording - Deed fee of \$15.00 payable from the loan proceeds.
 - Loan Origination. A(n) Loan Origination fee of \$275.00 payable from the loan proceeds.
 - Loan Broker Referral. A(n) Loan Broker Referral fee of \$275.00 payable from the loan proceeds.
 - Flood Hazard Determination Fee. A(n) Flood Hazard Determination Fee fee of \$11.00 payable from the loan proceeds.
 - Appraisal. A(n) Appraisal fee of \$400.00 payable from the loan proceeds.

I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

6. PAYMENT. I agree to pay this Note in installments of accrued interest beginning October 25, 2001, and then on the 25th day of each month thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on September 25, 2002.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

JOHN K ORR
Idaho Promissory Note and Truth-In-Lending Disclosures
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Initials
Page 2

7. **RIGHT TO REFINANCE.** If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. Unless otherwise provided for in this Note, the terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule is adjusted because of my seasonal or irregular income or scheduled payments or obligations.

8. **PREPAYMENT.** I may prepay this Note in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is lot purchase.

10. **SECURITY.** This Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name

Parties to Document

Deed Of Trust - 2086 E. Poen Road

JOHN ORR, MICHELLE ORR

11. **DEFAULT.** I will be in default if any of the following occur:

A. **Payments.** I fail to make a payment when due.

B. **Other Events.** Anything else happens that causes you to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

12. **ASSUMPTIONS.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property.

13. **WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. **Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or other Loan documents, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. **REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Note.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. **Attachment.** You may attach or garnish my wages or earnings.

F. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

16. **WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

17. **INSURANCE.** I understand and agree that any insurance premiums paid to insurance companies as part of this Loan Agreement will involve money retained by you or paid back to you as commissions or other remuneration.

A. **Property Insurance.** I will insure or retain insurance coverages on the Property and abide by the insurance requirements of any security instrument securing this Loan.

B. **Insurance Warranties.** I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for this Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

C. **Prepayment.** If I prepay in full or if I default and you demand payment of the unpaid balance, I may be entitled to a partial refund credit of any prepaid, unearned insurance premiums. This refund may be obtained from you or from the insurance company named in my policy or certificate of insurance. Amounts under \$5.00 will not be refunded.

18. **APPLICABLE LAW.** This Note is governed by the laws of Idaho, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

A. **Idaho Credit Code Applies.** I agree that this Loan is a regulated consumer credit transaction for purposes of the Idaho Credit Code (Idaho Code §§ 28-41-101 to 28-49-107) and is therefore subject to those provisions of the Idaho Credit Code applying to regulated consumer credit transactions.

19. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

20. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note is the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

21. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

JOHN K ORR
Idaho Promissory Note and Truth-in-Lending Disclosures
ID\4Xthommed050590003440020092501Y

©1996 Bankers Systems, Inc., St. Cloud, MN **Express**

Initials  Page 2

22. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

23. **CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

24. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

25. **AGREEMENT TO ARBITRATE.** You or I may submit to arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Note and any other documents, instruments and proposed loans or extensions of credit that relate to this Note. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce the debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may seek provisional remedies at any time from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Note, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Note or another writing.

26. **WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

27. **SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

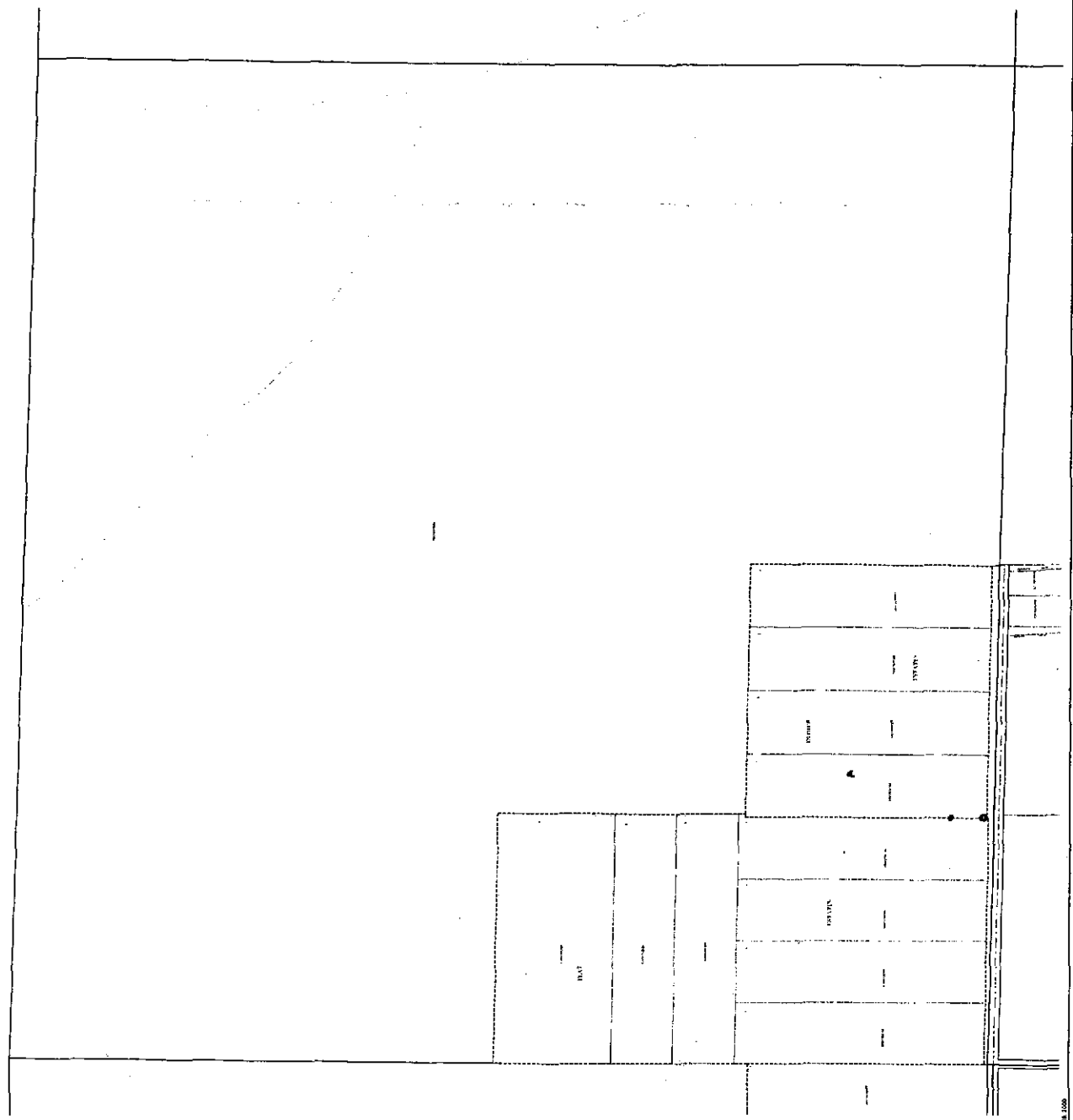
BORROWER:

JOHN K. ORR

MICHAEL H. ORR

SECTION 18, T1N R1E


 NORTH
 0 50 100
 Feet
 0 100 200
 Meters
 1:25,000
 This map is a reproduction of the original map on file in the office of the County Clerk, Adams County, Iowa. It is not a survey map and does not show boundaries or other features that may have changed since the original map was made. It is intended for general reference only.



NAPP 16001-424

72

126

2
15.4

T1725

NHE

NHE

4

6

38

13 18

5

636

24

19

100

T2061

2 3.24

NHE

T2062

CR

311

Copy of original Recommendation

07/24/2001

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

RIGHT NUMBER: 63-31270

NAME AND ADDRESS: NANCY S SPEAR
WILLIAM H SPEAR
2086 POEN RD
KUNA, ID 83634

SOURCE: GROUND WATER

QUANTITY: 0.4 CFS
90 AFY

PRIORITY DATE: 05/10/1971

POINT OF DIVERSION: T01N R01E S18 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03-15 11-15

QUANTITY
0.40 CFS
90.00 AFY

PLACE OF USE:

IRRIGATION Within ADA County
T01N R01E S18 SESW 20

20 ACRES TOTAL

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

CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON
2/22/00 SB

***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A
FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS
TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR
CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS
WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST
LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON
AMOUNT CLAIMED

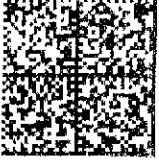
EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

RECEIVED
DEC 22 2005
DEPARTMENT OF
WATER RESOURCES

RECEIVED
DEC 23 2005
WATER RESOURCES
WESTERN REGION

FIRST CLASS

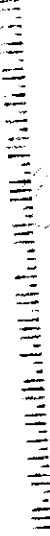


UNITED STATES POSTAGE
02 1A \$ 00.83
0004310839 DEC 16 2005
MAILED FROM ZIP CODE 83720

ERR-615 836422024 IN 03 13/18/05
RETURN TO SENDER

NO FORWARD ORDER ON FILE
UNABLE TO FORWARD
RETURN TO SENDER

83642



JOHN K ORR

MICHELLE H ORR
1615 N KASTLE
MERIDIAN ID 83642

NOT DELIVERABLE
UNABLE TO FORWARD

63-31322

09/19/2003

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

RIGHT NUMBER: 63-31322

NAME AND ADDRESS: JOHN K ORR
1615 N KASTLE FALLS
MERIDIAN ID 83642

MICHELLE H ORR
1615 N KASTLE FALLS
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.200 CFS
45.000 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426, 63-7430A,
63-7430D, 63-31321, 63-31322, 63-31743, 63-31744.

PRIORITY DATE: 05/10/1971

POINT OF DIVERSION:

T01N R01E S18 SESWSW Lot 4 Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.200 CFS 45.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE
NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS
REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO
SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE
EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS
RIGHT.

PLACE OF USE: IRRIGATION Within ADA County

T01N R01E S18 SESW 10.0

10 ACRES TOTAL

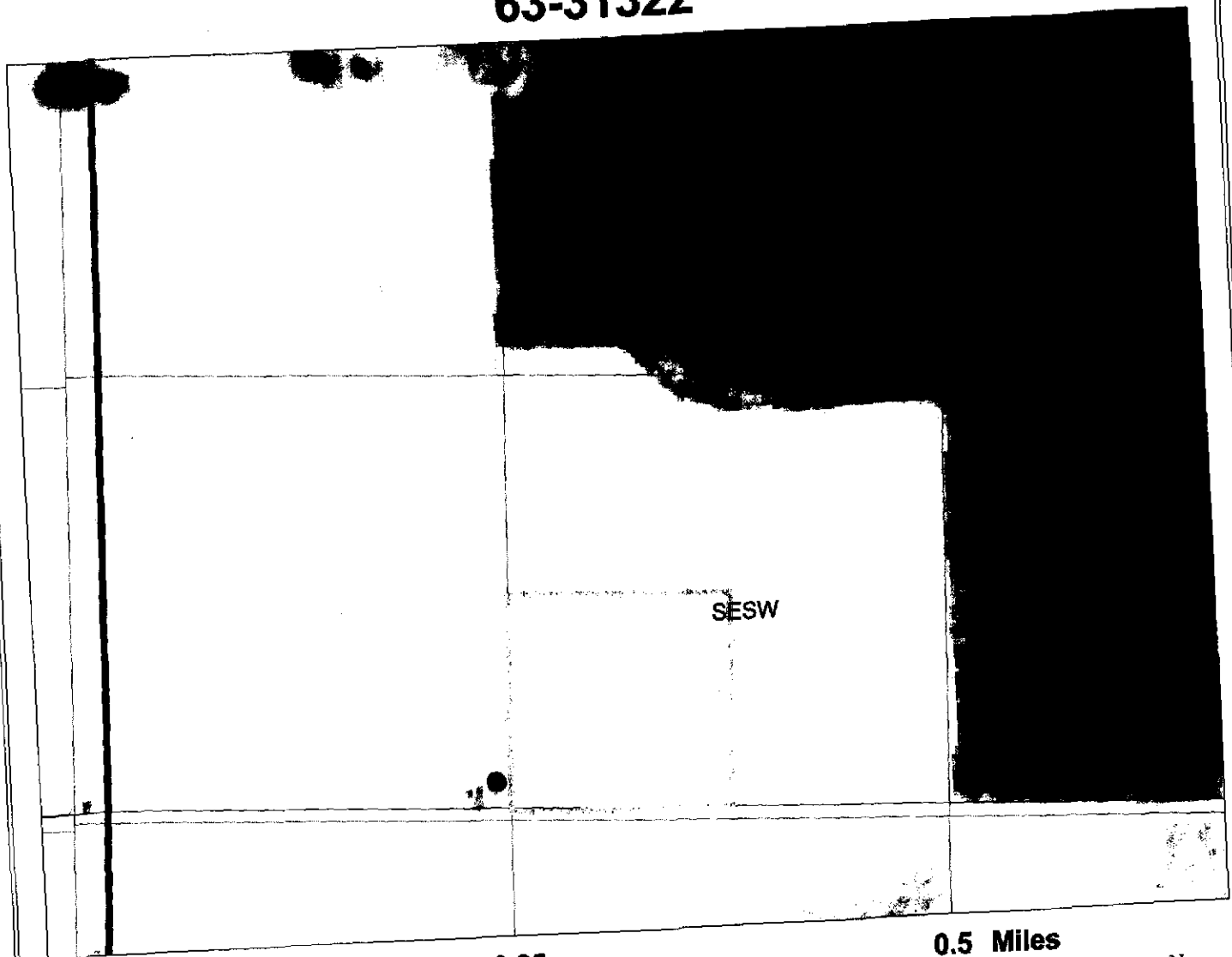
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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: License

Idaho Department of Water Resources

Place of Use Layout 63-31322



0 0.25 0.5 Miles

Township 1N Range 1E Section 18



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: January 14, 2003

- Point of Diversion
- Place of Use
- ▭ PLSS Township
- ▭ PLSS Section Lines
- ▭ PLSS quarter-quarter lines

Idaho Department of Water Resources

Place of Use Layout 63-31322

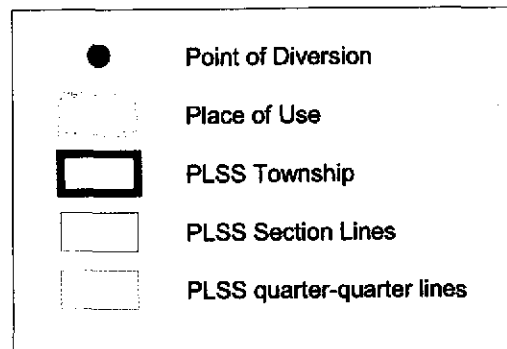


0 0.25 0.5 Miles

Township 1N Range 1E Section 18



GIS Place of Use Presentation
2000 aerial photography.
Map prepared by: Scott King
Date prepared: January 14, 2003





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 12, 2001

JOHN K ORR
MICHELLE H ORR
1615 N KASTLE FALLS
MERIDIAN ID 83642

Re: Original Notice of Claim to a Water Right No. 63-31270

Renumbered Notice of Claim to a Water Right No. 63-31322

Dear Claimants:

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim, using a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claim, then no further action is required at this time. You will be notified of any future action taken on this claim. Also enclosed is a copy of the original claim for your reference.

Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

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

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region

DB: db

Enclosure

IDAHO DEPARTMENT OF WATER RESOURCES 10/12/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

WATER RIGHT: 63-31322

NAME AND ADDRESS: JOHN K ORR
1615 N KASTLE FALLS
MERIDIAN ID 83642

MICHELLE H ORR
1615 N KASTLE FALLS
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.20 CFS
45.0 AFY

PRIORITY DATE: 05/10/1971

POINT OF DIVERSION:

T01N R01E S18 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.200 CFS 45.00 AFY

PLACE OF USE: IRRIGATION Within ADA County
T01N R01E S18 SESW 10.0

10 ACRES TOTAL

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

CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.
***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON
THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY
2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS
AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD
MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT
CLAIMED.

EXPLANATORY MATERIAL: License