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Documents
In File

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-17307
Date Received: 11/ 6/1991
Receipt No: W004361
Received By: DE LID

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

1. Name: JOE R GOODWIN 208-853-3771
Address: 6600 ROE ST
BOISE ID 83703

OR

Name: MARY M GOODWIN 208-853-3771
Address: 6600 ROE ST
BOISE ID 83703

2. Date of Priority: JUN 15, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	13		SE	SW		ADA

5. Description of diverting works:
40' WELL, 4" CASING

6. Water is used for the following purposes:

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

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01E	13	SE SW		DOMEST	

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: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A63-17307
Date Received 8-11-89
Receipt Number W004361NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

RECEIVED

AUG 11 1989

Department of Water Resources
Western Regional Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) JOE - R - OR - MARY M. GOODWIN Phone (208) 853-3771Mailing Address 6600 ROE ST. BOISE IDAHO Zip 837032. Date of Priority (Only one per claim) JUNE-15-1959 Month/Day/Year3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
Name or kind of source

which is tributary to (b) _____

4. Location of point of diversion is: Township 4N Range 1ESection 13 1/4 of SE 1/4 of SW 1/4, Govt. Lot _____, BM.,County of ADA

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. WELL - 4 in - 40 ft - Deep -

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from JAN-4-81 to DEC-31 amount 0.04 (cfs)
(Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) DOMESTIC - ONE HOUSEHOLD -

MICROFILMED

AUG 26 1992

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

10. Place of use is: Township: 4N Range 1E

Section 13 SE 1/4 of SW 1/4, Govt. Lot _____, B.M.,

County of ADA for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? ADA

12. Do you own the property listed above as place of use? Yes X No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. None (X)

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Mary M Goodwin Date 8-10-89

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____ }
County of ADA } SS.

Subscribed and sworn (or affirmed) before me this 10TH day of AUGUST 19 89

SEAL

Notary Public Clifford J. Whitsett

Residing at Bonnie

My Commission Expires 9-20-91

Last Name WHITSETT Ident No. -NA-

Copies: White-State, Yellow-Claimant

MICROFILMED

AUG 26 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: JUL-30-1999
PAGE: A-6-----
RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 63-17307

NAME & ADDRESS: MARK DAWSON
ROBYN DAWSON
6600 ROE ST
BOISE ID 83703

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 06/15/1959

POINT OF DIVERSION: T04N R01E S13 SESW Within ADA County

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

PLACE OF USE: DOMESTIC Within ADA County
T04N R01E S13 SESW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. R1318004210
PROPERTY ALSO KNOWN AS LOT 9, CASWELL & SLOAN SUBDIVISION.

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

In Re SRBA)
Case No. 39576) NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS
Water Right 63-17307

IDWR has completed the following Administrative Proceeding:

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

SUBSTITUTION OF PARTY

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

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

Water Right(s): 63-17307

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
7/30/1999

63-17307

PAGE 1

From (Claimant/Seller):

Name of Claimant: MARY M GOODWIN
JOE R GOODWIN
Address: 6600 ROE ST
BOISE ID 83703
Phone: (208) 853-3771

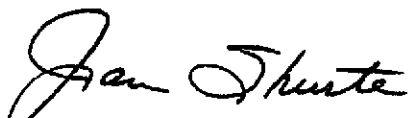
To (Claimant/Purchaser):

Name of Claimant: MARK DAWSON
ROBYN DAWSON
Address: 6600 ROE ST
BOISE ID 83703
Phone: (208) 853-1004

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

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

DATED: July 30, 1999



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on July 30, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

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

MARY M GOODWIN
JOE R GOODWIN
6600 ROE ST
BOISE ID 83703
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

MARK DAWSON
ROBYN DAWSON
6600 ROE ST
BOISE ID 83703
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

Denise Buffetta
Signature of person or attorney mailing the form

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

RECEIVED

FEB 01 1999

WATER RESOURCES
WESTERN REGION

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

RECEIVED

FEB 05 1999

WATER RESOURCES
WESTERN REGION

1. Water Right or Adjudication Claim No(s): 6317307
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Joe R Goodwin
Mary M Goodwin
4. New Owner/Claimant(s) Mark and Robyn Dawson
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 6600 Roe St.
 City, State and ZIP Code Boise ID 83703
 New Telephone Number (208) 853-1004
5. Date you acquired the property 2/96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Mark H Dawson
Robyn Dawson
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

INSTRUCTIONS

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

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

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

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

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

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

- THIS OFFER SUPERSEDES ALL PREVIOUS OFFERS -



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY OR ACCOUNTANT.

ID# 61810

DATE 12-18-95

1. **AGENCY DISCLOSURE:** At the time of signing this Agreement the agent working with the Buyer represented SELLER/BUYER and the agent working with the Seller represented SELLER/BUYER. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Listing Agency WHITE-RIEDEL MLS# 1066
Listing Agent Name JERRY WHITSITT MLS# 138V
Phone # 345-0322

Selling Agency WHITE-RIEDEL MLS# 1066
Selling Agent Name JERRY WHITSITT MLS# 138V
Phone # 345-0322

BUYER: MARK H. AND ROBYN D. DAWSON

(Hereafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 6600 ROE STREET City BOISE
County ADA ID, Zip 83703 legally described as: PARCEL 4210 LOT 9 CASWELL & SLOAN

2. **TOTAL PURCHASE PRICE** (NOT INCLUDING CLOSING COSTS): SEVENTY SEVEN THOUSAND DOLLARS,
\$ 77,000 payable upon the following **TERMS AND CONDITIONS:**

3. FINANCIAL TERMS:

\$ 500.00 A. **EARNEST MONEY:** Buyer hereby deposits FIVE HUNDRED DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other for the benefit of the parties hereto, and GERALD RIEDEL (Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be GERALD RIEDEL

\$ NA B. **ADDITIONAL EARNEST MONEY** placed in trust ☐ within ___ day(s) from acceptance or ☐ by removal of all contingencies.

\$ NA C. **ALL CASH OFFER:** ☐ YES ☒ NO If this is an all cash offer do not complete lines 29 through 60, fill blanks with N.A.

\$ 74,750.00 D. **NEW LOAN PROCEEDS:** This Agreement contingent upon Buyer obtaining: ☒ FHA ☐ VA ☐ CONVEN ☐ IHA ☐ RECD
☐ OTHER
FIRST LOAN of \$ 74,750.00 not including mortgage insurance, with interest not to exceed 8 % for a period of 30 year(s) at: ☐ fixed rate ☐ other
Buyer has 5 day(s) to obtain loan commitment in writing. Buyer to use his/her good faith best efforts to obtain loan.
Buyer shall pay no more than -0- point(s) plus origination fee if any. Seller shall pay no more than -0- point(s). Any reduction in points shall first accrue to the benefit of the ☐ Buyer ☐ Seller ☐ Divided Equally. Buyer shall apply for such loan within ___ business day(s) after Seller's acceptance of this Agreement. If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price or Buyer's Earnest Money may be returned at Buyer's request.

\$ NA E. **EXISTING LOAN(S):** This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loans, if any:
☐ FIRST LOAN of approximately \$ ___ payable at \$ ___ (including PI) per month, with interest currently at ___ % ☐ fixed rate ☐ other Assumption Fee, if any, not to exceed _____.
☐ SECOND LOAN of approximately \$ ___ payable at \$ ___ (including PI) per month, with interest currently at ___ % ☐ fixed rate ☐ other Assumption Fee, if any, not to exceed _____.
Seller shall within ___ business day(s) of acceptance provide Buyer with copies of all notes and deeds of trust or mortgages to be assumed or taken subject to. Within ___ business day(s) of receipt thereof Buyer shall in writing notify Seller of his/her approval or disapproval of such terms of the aforementioned documents. Seller shall furnish Buyer a current loan information statement of the above loan(s) within ___ business day(s) of acceptance.
In the event of Assumption, Buyer shall use his/her best efforts to obtain the consent of the lender of record to assume the above loan(s) within ___ business day(s) of acceptance, or waive this condition in writing. All charges related to such assumption shall be paid by the ☐ Buyer ☐ Seller ☐ Shared Equally.

☐ ASSUMPTION of FHA/VA Loan with Release of Liability. Buyer shall assume Seller's potential indemnity liability to the U.S. Government for the repayment of the loan. Buyer is also qualified and ☐ will or ☐ will not reinstate Seller's eligibility.

\$ NA F. **SELLER TO CARRY:** ☐ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN.

Buyer to execute: ☐ a Contract for Deed or ☐ a note secured by a ☐ Deed of Trust or ☐ Mortgage on the property, in favor of Seller, for the balance of \$ ___ payable at \$ ___ per month, or more, including interest at ___ % per annum and with the entire balance due ___ year(s) from date of note or contract for deed. The entire balance of loan is due and payable upon sale or transfer of property: ☐ YES ☐ NO.

FINANCIAL STATEMENT: Within ___ day(s) of acceptance, Buyer shall furnish Seller: ☐ a current financial statement ☐ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld. Buyer authorizes Seller to engage the services of a reputable credit reporting agency for this purpose at Buyer's expense and Seller shall notify Buyer within ___ day(s) of receipt of financial statement and/or credit report, of approval or disapproval of Buyer's credit in writing.

G. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 4).
☐ Additional financial terms are contained in an addendum of same date, attached hereto, signed by both parties.

\$ 1,750.00 H. **CASH AT CLOSING:** Cash at closing, not including closing costs, to be paid by Buyer at closing in GOOD FUNDS, which includes: cash electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

Buyer's Initials (MA) (RD) Seller's Initials (JS) (LD)

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

75 **I. FHA / VA.** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete
76 the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless Buyer has been
77 given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a
78 Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. Buyer shall
79 have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The
80 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
81 not warrant the value or the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable.
82 It is agreed that any item included in section 5 is of nominal value less than \$100.

83 **4. ADDITIONAL TERMS AND/OR CONDITIONS:** _____
84 _____
85 _____

86 **5. ITEMS INCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the property are **INCLUDED IN THE PURCHASE PRICE**
87 (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television
88 antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows,
89 storm doors, window coverings, garage door opener(s) and NA transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and
90 fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges),
91 fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that
92 are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.
93 The following additional items are specifically included in this sale: NONE
94 _____

95 **6. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** NONE
96 _____
97 _____

98 **7. SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code Seller shall within ten (10) days after execution
99 of this Agreement provide to Buyer "Seller's Property Disclosure Form" or other acceptable form.

100 Buyer has received the "Seller's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No.

101 **8. INSPECTION:** Buyer's acceptance of the condition of the property is a contingency of this Agreement. Buyer shall have the right to conduct
102 inspections, investigations, tests, surveys and other studies ("Inspections") at Buyer's expense. Buyer shall, within 3 business day(s)
103 complete these inspections and give to Seller written notice of items disapproved of. Buyer is strongly advised to exercise these rights and to make
104 Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

105 **SATISFACTION / REMOVAL OF INSPECTION CONTINGENCIES:**

106 1. If Buyer **does not** within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall conclusively be deemed
107 to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction
108 and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing
109 to repair or correct.

110 2. If Buyer **does** within the strict time period specified give to Seller written notice of items disapproved of, Buyer shall provide to Seller pertinent
111 section(s) of written home inspection. Seller shall have 3 business day(s) in which to respond in writing.

112 3. If Seller's response indicates that the Seller is **unwilling or unable** to repair or correct any items disapproved of by Buyer, or if Seller does not
113 respond within the strict time period specified, Buyer shall have 3 business day(s) (after receipt of Seller's response, or after the expiration
114 of the time for Seller to respond, whichever occurs first) to cancel this Agreement in writing.

115 4. If Buyer **does not** give such written notice of cancellation within the strict time periods specified, Buyer shall conclusively be deemed to have
116 elected to proceed with the transaction without repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or
117 correct.

118 Seller shall make the property available for all inspections. Buyer shall keep the property free and clear of liens; indemnify and hold Seller harmless
119 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by**
120 **any governmental building or zoning inspector or government employee without the prior consent of Seller, unless required by local law.**

121 **9. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the property approximately 5 day(s)
122 prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by Buyer
123 and Seller, (b) Seller has complied with Seller's other obligations, and (c) the property is otherwise in substantially the same condition as on the date
124 of acceptance of the offer, unless otherwise agreed in writing.

125 **10. OCCUPANCY:** Buyer ☐ does ☐ does not intend to occupy property as Buyer's primary residence.

126 **11. COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by
127 law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption. If required by lender or otherwise stated herein, the
128 below cost will be paid as indicated. Some costs are subject to loan program requirements.

129 APPRAISAL FEE	<u>SR</u>	LENDER INSPECTION	<u>BR</u>	TITLE INSUR STAND POL	<u>SR</u>	SURVEY	<u>NA</u>
130 LOAN ASSUMPTION	<u>NA</u>	LENDER REPAIRS	<u>BR</u>	TITLE INSUR EXTEND POL	<u>NA</u>	TAX SERVICE FEE	<u>SR</u>
131 WELL INSPECTION	<u>NA</u>	INSPECTION REPAIRS	<u>BR</u>	CLOSING ESCROW FEE	<u>SE</u>	LONG TERM ESCROW:	
132 SEWER INSPECTION	<u>NA</u>	DOCUMENT PREPARATION	<u>SR</u>	FLOOD TRACKING FEE	<u>BR</u>	SET-UP FEE	<u>NA</u>
133 SEPTIC INSPECTION	<u>NA</u>	CONTRACT PREPARATION	<u>NA</u>	FLOOD CERTIFIC. FEE	<u>BR</u>	ANNUAL / MONTH	<u>NA</u>

134 CODE FOR BLANKS ABOVE: SELLER = SR BUYER = BR SHARE EQUALLY = SE NOT APPLICABLE = NA

135 Cost of lender or inspection repairs (not including inspection fees) not to exceed \$ 500.00

136 **12. TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable
137 except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of
138 any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may
139 be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by Buyer or to which
140 title is taken subject to, exist unless otherwise specified in this Agreement.

141 **13. ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this
142 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs
143 and fees on appeal.

144 **14. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the event
145 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received
146 by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any
147 proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into
148 a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

149 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

150 Buyer's Initials (MD) Seller's Initials (JW)

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155 R.E.21 Revised - 6/95

156 PROPERTY ADDRESS: 6600 ROE STREET

ID #: 61810

157 15. **TITLE INSURANCE:** Seller shall within a reasonable time after closing furnish to Buyer a title insurance policy in the amount of the purchase price
158 of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be
159 discharged or assumed by Buyer. Prior to closing the transaction, Seller shall furnish to Buyer a commitment of a title insurance policy showing
160 the condition of the title to said premises. Buyer shall have 3 business day(s) from receipt of the commitment or until twenty-four (24) hours
161 prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If Buyer does not
162 so object, Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or
163 cannot be made so within 10 business day(s) after notice containing a written statement of defect is delivered to Seller, Buyer's Earnest
164 Money deposit will be returned to Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. The parties agree that
165 PIONEER Title Company shall provide title policy and preliminary report of commitment.

166 16. **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens
167 (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of claims if
168 they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal
169 obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that Buyer talk to a
170 title insurance company about what it offers in the way of extended coverage. Extended Coverage Title Policy requested ☐ Yes or ☒ No. Additional
171 premium paid by NA

172 17. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages
173 or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon
174 the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf
175 of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees
176 and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that
177 the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree
178 that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be
179 considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred
180 by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance,
181 escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
182 matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall
183 be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and
184 attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.

185 18. **RISK OF LOSS:** Prior to closing of this sale, all risk of loss shall remain with Seller. In addition, should the premises be materially damaged by
186 fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of Buyer.

187 19. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of
188 which shall together constitute one and the same instrument.

189 20. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all
190 prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements
191 or representations not expressly set forth herein shall be binding upon either party.

192 21. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission
193 shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted
194 signatures by signing an original document.

195 22. **SALES PRICE INFORMATION:** The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement
196 may be provided to the County Assessor's Office by either party or by either party's Broker.

197 23. **BUSINESS DAY:** Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

198 24. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

199 25. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) _____ and (Time) _____.
200 If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

201 26. **CLOSING:** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete
202 the transaction. The closing date shall be no later than JANUARY 15, 1996
203 The parties agree that the "closing agency" for this transaction shall be PIONEER TITLE
204 If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

205 27. **POSSESSION:** Buyer shall be entitled to possession ☒ upon closing or ☐ other _____. "Closing" means the date on
206 which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Property taxes and water
207 assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities
208 shall be pro-rated as of CLOSING. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

209 28. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.

210 29. **SIGNATURES:** (SELLER'S REPRESENTATIVE IS A LICENSED REAL ESTATE ASSOC. BROKER)

211 ☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer addendum(s) attached.)

212 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 3 Pages.

213 Buyer Signature <u>Mark H Dawson</u>	Buyer Signature <u>Robert D. Dawson</u>
214 Buyer (Print Name) <u>MARK H DAWSON</u>	Buyer (Print Name) <u>ROBERT D. DAWSON</u>
215 Date <u>12/18/95</u> Time <u>5 PM</u> Phone <u>208 383 4076</u>	Date _____ Time _____ Phone # _____
216 Address <u>4715 N Anchor Wy</u>	Address <u>SAME</u>
217 City <u>Boise</u> State <u>ID</u> Zip <u>83703</u>	City _____ State _____ Zip _____

218 On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms
219 thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

220 ☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER

☐ SEE ATTACHED

☐ SEE ATTACHED SELLERS RIGHT TO

221 ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER ADDENDUM

CONTINUE TO MARKET PREMISES

222 Seller Signature <u>Clifford J. Whitsitt</u>	Seller Signature <u>PERSONAL REPRESENTATIVE</u>
223 Seller (Print Name) <u>CLIFFORD J. WHITSITT</u>	Seller (Print Name) <u>FOR MARY M. GOODWIN</u>
224 Date _____ Time _____ Phone # _____	Date _____ Time _____ Phone # _____
225 Address _____	Address _____
226 City _____ State _____ Zip _____	City _____ State _____ Zip _____

227 A true copy of the foregoing Agreement, signed by the Seller and containing the full and complete description of the premises,
228 is hereby received on this _____ day of _____, 19____.

229 BUYER: Mark H Dawson BUYER: Robert D Dawson
230 This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and
231 is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.
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234 RE 21 Revised - 6/95

BUYER'S COPY WITH SELLER'S ACCEPTANCE

SELLER'S PROPERTY DISCLOSURE FORM

Date: 7-18-45

SELLER'S NAME:

MARY M. GOODWIN

PROPERTY ADDRESS:

6600 ROE STREET

Section 55-2501, at seq., Idaho Code, requires Sellers of residential real property to complete a property condition disclosure form.

PURPOSE OF STATEMENT: This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections. Purchaser is encouraged to obtain his/her own professional inspections.

1. THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

	NONE/NOT INCLUDED	WORKING	NOT WORKING	DO NOT KNOW	SEE REMARKS
a. APPLIANCES					
Built-In Vacuum System	✓				
Clothes Dryer	✓				
Clothes Washer	✓				
Dishwasher	✓				
Disposal	✓				
Freezer	✓				
Kitchen Vent Fan/Hood		✓			
Microwave Oven	✓				
Oven		✓			
Range		✓			
Refrigerator	✓				
TV Antenna/Dish and Controls		✓			
Trash Compactor	✓				
b. ELECTRICAL SYSTEM					
Air Purifier	✓				
Burglar Alarm	✓				
Ceiling Fan		✓			
Garage Door Opener / Control(s)	✓				
Inside Telephone Wiring & Jacks		✓			
Intercom	✓				
Light Fixtures		✓			
Sauna	✓				
Smoke Detector / Fire Alarm		✓			
Switches and Outlets		✓			
Bath Vent Fan	✓				
220 Volt Outlets		✓			
Electrical Service Panel		✓			
c. HEATING AND COOLING SYSTEM					
Attic Fan	✓				
Central Air Conditioning	✓				
Room Air Conditioner	✓				
Evaporative Cooler		✓			
Fireplace	✓				
Fireplace Insert	✓				
Furnace / Heating System		✓			
Humidifier	✓				
Fuel Tank	✓				
Wood / Pellet Stove	✓				
d. WATER AND SEWER SYSTEMS					
Cistern	✓				
Well (Type)		✓			
Well Pump		✓			
Hot Tub / Spa & Equipment	✓				
Pool & Pool Equipment	✓				
Plumbing System		✓			
Faucet and Fixtures		✓			
Water Heater		✓			
Water Purifier	✓				
Water Softener	✓				
Landscape Sprinkler System	✓				
Sump Pump	✓				
Septic Tank / Leach Field (Type)		✓			

2. ROOF

Roof Age (if known): _____ Years	YES	NO	DO NOT KNOW
a. Does the roof leak?		✓	
b. Is there present damage to the roof?		✓	
c. Is the roof under warranty?		✓	
d. Is warranty transferable?		✓	
e. Expiration date of warranty:			

The Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by the Seller. The Seller is familiar with the residential real property and each act performed in making a disclosure of an item of information is made and performed in good faith:

Seller and Purchaser understand that WHITE - RIEDEL (Broker's Firm Name) in no way warrants or guarantees the above information on the property.

Seller hereby acknowledges receipt of a copy of this Report.

Mary M. Goodwin
By C. J. White Seller's Representative Date 7-18-45

UPDATE Seller states that there have been no changes to the Seller's Property Condition Report since its original completion except the following:

3. HAZARDOUS CONDITIONS:

	YES	NO	DO NOT KNOW
a. Are you aware of any hazardous materials or pest infestations on the property?			✓
b. Any property built before 1978 may contain lead-based paint. Date built <u>UNKNOWN</u>			
c. Has property been tested?		✓	
If yes, date of test and results:			

4. OTHER DISCLOSURES:

a. Is the subject property served by a public water system?	*	✓	
b. Is the subject property served by a public sewer system?	*	✓	
c. Is the subject property served by a private/community water system?		✓	
d. Is the subject property served by a private/community sewer system?		✓	
e. Do improvements have aluminum wiring?			✓
f. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.):			✓
g. Does property have a recorded easement or access to a county or public road?	✓		
h. Has the property been surveyed?		✓	
i. Are any of the boundary lines or fence lines in dispute?		✓	
j. Are there any violations of zoning, building code, or restrictive covenants?		✓	
k. Is the present use a non-conforming use?		✓	
l. Have you received any notices by any governmental or quasi-governmental agency affecting this property - i.e., LID, or Zone changes?	✓		
m. Are there any structural problems with the improvements?		✓	
n. Have any substantial additions or alterations been made without a building permit?		✓	
o. Are there moisture and/or water problems in basement or crawl space?		✓	
p. Is there any damage due to wind, fire, flood, insects or rodents?		✓	
q. When was fireplace / wood stove chimney flue last cleaned? Date:			
r. Does wood / pellet stove meet code for installation and emissions? <u>NA</u>			
s. Any other problems, including legal, physical or other not listed above that you know concerning the property:		✓	

5. ADDITIONAL REMARKS AND/OR EXPLANATIONS:

(Use additional pages if necessary)

* WATER SERVICE IS AVAILABLE
HAS BEEN STUBBED TO PROPERTY

* PUBLIC SEWER IS AVAILABLE
HAS BEEN STUBBED TO PROPERTY
L.I.D. TO BE PAID AT CLOSING -

Purchaser hereby acknowledges receipt of a copy of this Disclosure Report and does hereby WAIVE NOT WAIVE the right to rescind said purchase agreement within three (3) business days from date of receipt of Report.

Purchaser	Date
Purchaser	Date

Seller

Date

Purchaser

Date

DEED OF TRUST

STATE OF IDAHO

FHA CASE NO.

121-1523703-703

THIS DEED OF TRUST ("Security Instrument") is made on January 9, 1996
The grantor is MARK H DAWSON and ROBYN D DAWSON HUSBAND AND WIFE

("Borrower").

The trustee is PIONEER TITLE COMPANY OF ADA COUNTY

("Trustee").

The beneficiary is ACTION MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF WASHINGTON
and whose address is

NORTH 111 WALL, SPOKANE, WA 99201

("Lender"). Borrower owes Lender the principal sum of

SEVENTY SIX THOUSAND FOUR HUNDRED THIRTY ONE AND 00/100

Dollars (U.S. \$ 76,431.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in ADA County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERewith.

which has the address of 6600 ROE STREET
[Street]

BOISE
[City]

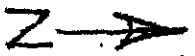
Idaho 83703 ("Property Address");
[Zip Code]

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

This sketch is for location purposes only. The Company assumes no liability for variations.
 PIONEER TITLE COMPANY
 of Ada County

15
 Subject Site: 6600 Roe St
 Lot 9, Caswell and Sloan's
 Subdivision. Book 4 of
 Plats, page 172

Keep in file



CASWELL

STREET

S. 1/2 of S.W. 1/4

ROE STREET

647.5
 CURVE

8

632

636

640

16

644

660

660

10

15

640

Subject Site

AFFIDAVIT

STATE OF IDAHO)
COUNTY OF ADA) SS.

I, MARY M GOODWIN, BEING
FIRST DULY SWORN, DEPOSE AND SAY:

1. THAT JOE R. GOODWIN DIED ON Sept 23 - 1989
IN Ada COUNTY, IDAHO; AND THAT AFFIANT AND
DECEDENT WERE MARRIED ON August 23 - 1967

2. THAT SAID DECEDENT DIED INTESTATE, HAVING FAILED AT ANY TIME TO
EXECUTE A LAST WILL AND TESTAMENT.

3. THAT THE LIVING HEIRS OF SAID DECEDENT ARE AS FOLLOWS:

MARY M GOODWIN

4. THAT NO ADMINISTRATION OF SAID DECEDENTS ESTATE HAS BEEN PRE-
VIOUSLY COMMENCED;

5. THAT THERE ARE NO UNPAID DEBTS OR CREDITORS OF SAID DECEDENT
OWING IN THIS STATE. THE SAID DECEDENT OWNED AN INTEREST AT THE DATE
OF HIS DEATH IN AND TO THAT CERTAIN REAL PROPERTY, MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT:

A tract of land in Lot 9 Caswell and Sloan's Subdivision, Ada County, according to
Plat thereof filed in Book 4 of Plats, Page 172 and more particularly described
as follows:

Commencing at the Southwest Corner of Lot 9 in Caswell and Sloan's Subdivision;
thence North along West boundary line of Lot 9 a distance of 636 feet to a point
on North boundary of Lot 9; thence East along North boundary line of Lot 9 a
distance of 35 feet to the true point of beginning; thence East along North boundary
of Lot 9 a distance of 110 feet to a point on North boundary of Lot 9; thence South
parallel to West boundary a distance of 212.5 feet; thence West parallel to North
boundary a distance of 110 feet; thence North parallel to the West boundary a
distance of 212 feet more or less to the North boundary of Lot 9, the point of
beginning.

6. THAT ABOVE REAL PROPERTY IS THE COMMUNITY PROPERTY OF AFFIANT
AND JOE R. GOODWIN, ABOVE NAMED.

7. THAT AS A RESULT OF THE FOREGOING FACTS AND SECTIONS 15-3-101
AND 15-3-901 IDAHO CODE, ALL RIGHT, TITLE AND INTEREST IN THE REAL PROP-
ERTY HEREINABOVE DESCRIBED SHOULD NOW BE VESTED IN THIS AFFIANT.

STATE OF IDAHO, COUNTY OF ADA
ON THIS 18 DAY OF JUN, 1992, BEFORE ME A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY
APPEARED

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACK-
NOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING AT
COMM. EXPIRES

3239971
Mary M. Goodwin
ADA COUNTY ID FOR
J. DAVID M. ARBO
RECORDER BY SPR

92 JUN 18 AM 10 57

4-3-91

CLAIMANT'S NAME

Joe R. or Mary M Goodwin

CLAIM IDENT. NO.

A63-17307

DATE RECEIVED

8-11-89

RECEIPT #

W004361

AMOUNT \$

25⁰⁰

YES

NO

Require:
Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO *
2. Is a priority date entered? ☒ YES ☐ NO *
- Is the priority date acceptable in vi *New version* ☒ YES ☐ NO *
- See Adjudication Memos #1 and #4 to d *4-8-91* ☒ YES ☐ NO *
3. (a) Is a source entered? ☒ YES ☐ NO *
- (b) Is a tributary to entered? (if r *4-8-91* ☒ YES ☐ NO *
4. Is the legal description of the p.d. ☒ YES ☐ NO *
5. Is there a description of the diverti ☒ YES ☐ NO *
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form ☒ YES ☐ NO *
- Is the period of use included? ☒ YES ☐ NO *
- Is a quantity claimed for each use? ☒ YES ☐ NO *
7. Is a total quantity claimed entered? ☒ YES ☐ NO *
8. If required is a consumptive use entered? ☒ YES ☐ NO N/A ☒ YES ☐ NO *
- Is the consumptive use correct? ☒ YES ☐ NO N/A ☒ YES ☐ NO *
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4 ☒ YES ☐ NO N/A ☒ YES ☐ NO *
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO *
11. Is (are) the county(ies) entered? ☒ YES ☐ NO *
12. Is the ownership of p.u. checked? ☒ YES ☐ NO *
13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO *
- (See Item No.'s 16 & 17 for checking other water rights)
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO N/A ☒ YES ☐ NO *
15. Is the basis of the claim indicated? ☒ YES ☐ NO *
16. If the basis of claim is shown as license, permit, or decree is the existing water rt. no. listed? ☒ YES ☐ NO N/A ☒ YES ☐ NO *
- (Compare claim with the existing water rt. and either attach a proof report or state in comments that the existing right was compared to the claim)
17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal desc. or name on the claim? ☒ YES ☐ NO N/A ☒ YES ☐ NO *
- (If yes, describe the right in "Comments" and attach a proof report) NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed.
18. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☒ YES ☐ NO N/A ☒ YES ☐ NO *
19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☒ YES ☐ NO *
20. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO *
21. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO *
22. Is the fee enclosed correct? ☒ YES ☐ NO Exempt ☒ YES ☐ NO *

MICROFILMED

AUG 26 1992

23. Should this claim be data entered?

YES ☒ NO ☐

Claim reviewed by: 1 Dave

Date 10-19-91

Claim data entered by: JH

Date 11-10-91

Claim is being returned to claimant: _____

(Yes) ☐ (No) ☒

Claimant is being notified of modifications: _____

(Yes) ☐ (No) ☒

Comments: _____

MICROFILMED

AUG 26 1992

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

RETURN SERVICE REQUESTED



RECEIVED
AUG 04 1999
WATER RESOURCES
WESTERN REGION

603-17307

MARY M GOODWIN
JOE R GOODWIN
6600 ROY ST
BOISE ID 83703

DELIVERED BY
FIRST CLASS MAIL
REGISTERED MAIL
ON FILE

83703-2043 17

AJ0749NP
No. 63-17307

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

DATE: 07/29/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MARK DAWSON	06/15/1959	DOMESTIC	01-01 12-31	0.040 CFS	
C	ROBYN DAWSON 6600 ROE ST BOISE ID 83703 (208) 853-1004					
D	MARY M GOODWIN					
D	JOE R GOODWIN 6600 ROE ST BOISE ID 83703 (208) 853-3771					
TOTAL DIVERSION:					0.040 CFS	

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE
Point(s) of Diversion: 104N R01E S13 SESW ADA County

Place of Use Legal Description for: DOMESTIC

NE		NW		SW		SE	
T	R	S	Ac	Lt	Ac	Lt	Ac
04N	01E	13	:	:	:	:	:
NESE		NENE		NWSW		NENE	
SWSE		SWNW		SWSW		SWSE	
Ac		Ac		Ac		Ac	
Lt		Lt		Lt		Lt	
Ac		Ac		Ac		Ac	
D		D		D		D	

POU County: ADA

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-15846 63-16221 63-19669 63-20038 A63-15846 A63-17307 A63-19669 A63-20038

Other Water Rights Listing Overlapping Place(s) of Use:
A63-00147 A63-00147A A63-02406 A63-16767

Conditions of Approval:

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

Remarks: EXP PARCEL NO. R1318004210
PROPERTY ALSO KNOWN AS LOT 9, CASHWELL & SLOAN SUBDIVISION.

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

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

AJ0749NP
No. 63-17307

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

DATE: 07/29/99
PAGE: 2

Comments: Date: 07/29/1999 User-ID: DBUFFING Subject: NAME CHANGE - OWNERSHIP CHANGE
THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN
OWNERSHIP CHANGE.

Audit: 07/29/99 DBUFFING



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

July 30, 1999

DIRK KEMPTHORNE
GOVERNOR

RE: Water Right No. 63-17307

KARL J. DREHER
DIRECTOR

MARK DAWSON
ROBYN DAWSON
6600 ROE ST
BOISE ID 83703

Dear Mr. & Mrs. Dawson:

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

Thank you for your patience and cooperation. If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

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

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:db

Enclosures

cc: Mary M and Joe R Goodwin



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

RECEIVED
5
FEB 04 1999
WATER RESOURCES
WESTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 1, 1999

Mark Dawson
Robyn Dawson
6600 Roe St
Boise ID 83703

RE: Notice of Change of Water Right Ownership No. 63-17307

Dear Property Owner(s):

Enclosed is a copy of your Notice of Change of Water Right Ownership form that you recently submitted to our office. However, we cannot continue to process the ownership change without additional proof of ownership. This can be a copy of a Deed or sales contract **indicating the name of the seller**, or tax assessment in your name(s) which includes the legal description of the property by $\frac{1}{4}$ $\frac{1}{4}$, Section, Township and Range. The Deed of Trust submitted is not sufficient information, as it does not indicate the name of the seller.

Please submit this information, and we will be able to complete the ownership change.

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

Sincerely,

Denise Buffington

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:d

Enclosure

*see attached sales agreement
showing Mary Goodwin, Owner
Mark & Robyn Dawson, Buyer
White Riedel, Agent*

*Also, Affidavit showing Mary Goodwin inheriting from husband Joe,
Mark*

DATE: 05/20/98
PAGE: 1

DIVERSION

0-06 CFS

Stage: BENEFICIAL USE

ADA County

SESE	SWSE
Lt AC	Lt AC
---	---

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PROPERTY ALSO KNOWN AS LOT 9. CASWELL & SLOAN SUBDIVISION.

Objection Filed Date:

Field Inspection Flag:

DATE: 05/13/98
PAGE: 5

0.04 CFS

Stage: BENEFICIAL USE

ADA County

Place of use Legal Description for: DOMESTIC

THE

[illegible]

POU County: ADA

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

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

Remarks: EXP PARCEL NO. R1318004210

Dates: _____ **Exam Made Date:** _____

Verified Date:

Objection Filed Date:

Misc: _____
Water District Number: _____

Field Inspection Flag:

Field Inspection
Presumption Flag:

Audit: 09/02/93 DUNN1
08/28/97 CORR4

08/15/97 AJU3-DSH

EXP. ~~Power~~ hot & Caswell's Sloan Sub.

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

08/08/92 04:13:37
PAGE 1

AJ5808NP
(00-26)

WATER RIGHT NUMBER - A63-17307

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (C) NUMBER -

--- LAST NAME --- +

+ - FIRST NAME - - +

--- ADDRESS ---

--- STATE- ID ZIP- 83703 ---

*** C - CURRENT OWNER ***
GOODWIN

JOE R

1 - 6600 ROE ST

GOODWIN

MARY M

STATE- ID ZIP- 83703

CITY- BOISE

PHONE - 208-853-3771

1 - 6600 ROE ST

STATE- ID ZIP- 83703

CITY- BOISE

PHONE - 208-853-3771

--- PRIORITY DATE --- +
06/15/1959

+ - - REGION - - +
14 WESTERN

+ - - STAGE - - +
J - BENEFICIAL USE

+ - - STATUS - - - +

--- SOURCE --- +
GROUNDWATER

--- TRIBUTARY ---

--- POINT OF DIVERSION ---
STREAM INDEX (BLANK IF NO INDEX CODE)

--- COUNTY ---

--- RFLG ---

--- LOT ---

--- TRACT ---

--- SEC ---

--- TWN ---

04N 01E 13 SE SW (1) ADA

--- DESCRIPTION ---

--- PERIOD FROM ---

--- WATER USE ---

--- PERIOD TO ---

--- DIVERSION RATE ---

--- DIVERSION VOLUME ---

43 - DOMESTIC

01/01

12/31

0.040

--- TOTAL DIV. RATE --- + --- TOTAL DIV. VOLUME --- + --- TOTAL DIV. CAPACITY --- + --- TOTAL CONSUMPTIVE USE --- + --- KW USAGE --- +
0.040

TWN

RNG

SEC

TRACT

LOT

ACRES

CODE

DESCRIPTION

PLACE OF USE

COUNTY

04N 01E 13 SE SW

43

DOMESTIC

--- DIVERSION MEANS --- 40' WELL, 4" CASING

--- NON-IRRIGATION USE --- DOMESTIC, 1 HOME

--- OTHER RIGHTS FOR SAME USE --- NONE

--- REMARKS ---
NO REMARKS FOUND.

--- OLD WATER RIGHT NUMBERS ---
NO OLD WATER RIGHT NUMBERS FOUND.

--- CONDITIONS OF APPROVAL ---
NO CONDITIONS OF APPROVAL FOUND.

MICROFILMED

JUL 26 1994

*Ed 4210
of La Caille & Sloan
of Caldwell*

PREFIX TRANSLATION: ADJUDICATION CLAIM

WATER RIGHT NUMBER - A63-17307

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

+ - - DECREE DATE - - +
00/00/0000

+ - - - - AUDIT FIELDS - 11/06/91 HARRIS

- - - - - COMMENTS - - - - -
NO COMMENTS FOUND

- - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 08/11/1989	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- W004361	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	PDU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	- OR	NOTICE OF ERROR FLAG	-

R131800721809A
0028600009A

Verified By
Topo Map/Ortho-PQ
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED

NOV 2 5 1992

PROOF

SEP 0 8 1992

DATA ENTRY

ENTERED 9-3-92

CHECKED 10/26/92

CERTIFIED

JUL 28 1993

WATER EXAMINER

MICROFILMED

JUL 26 1994